Agenda
Village of Glen Ellyn
Regular Village Board Meeting
Monday, October 14, 2013
7:00 p.m. – Galligan Board Room

Village Board Meeting Procedures Statement

Visitors are most welcome to attend all meetings of the Village Board and can find copies of the Agenda on their chairs or online at www.glenellyn.org prior to the meeting. Meetings are taped and also televised on WideOpenWest Channel 6, AT&T Channel 99, and Comcast Cable Services Channel 10. Any individual with a disability requiring a reasonable accommodation in order to participate in a meeting should contact Harold Kolze, Village of Glen Ellyn ADA Coordinator, 630-469-5000, at least five (5) business days in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Village Recognition: *(Village Clerk Galvin)*

   A. A complimentary letter was received from a resident recognizing the extraordinary efforts of Jennifer Brown, Greg Garcia and Victor Zarate of the Public Works Department in removing large tree branches from in front of their home very quickly after a storm.

   B. A grateful resident sent a letter to Bob Greenberg of the Public Works Department thanking him for the incredible response time in having the storm sewer catch basins on their street cleaned.

   C. The Glen Ellyn Woman's Club sent a letter of appreciation for the cooperative and helpful efforts of Harold Kolze and all of the Facilities Maintenance Division in enabling their meetings to run smoothly on a regular basis.

   D. The Police Department received approximately 20 hand-drawn pictures and notes from students at St. Petronille School thanking them for the amazing work they do in keeping Glen Ellyn safe.

   E. Officer Carrie Nemchock was recognized by a commercial truck driver for the utmost courtesy and respect she extended to him as she responded to a traffic accident.

   F. The residents of a block party left a voicemail thanking Officer Mike Jagodzinski for his friendliness while all the kids, from 18 months to 18 years old, explored a squad car which proved to be the hit of the party.

G. The Wheaton Police Department sent a letter of sincere thanks for the outstanding observation and professional assistance provided by Officer Emmanuel Berger in an inter-departmental matter.

H. The Wheaton Police Department sent a letter of appreciation for the professional assistance provided by Sergeant Joseph Baki and Officers Joe Nemchock, David Gill and Kevin Riggle in an inter-departmental matter.

I. The Wheaton Police Department sent a letter recognizing Detectives Kyle Duffie, Jeremy Schmidt and Jim Monson for their skills, expertise and willingness to help as invaluable assets during an inter-departmental investigation.

J. The Bartlett Police Department sent a thank you letter for the expert assistance provided by Detectives Jeremy Schmidt and Jim Monson in an inter-departmental investigation.

5. Audience Participation

A. Open:

Members of the public are welcome to speak to any item *not* specifically listed on tonight's agenda for up to three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to step to a microphone and state their name, address and the group they are representing prior to addressing the Village Board.

6. Consent Agenda – The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below: *(Village Manager Franz)*

Motion to approve the following items including Payroll and Vouchers totaling $2,921,951.76: *(Trustee Clark)*

A. Village Board Meeting Minutes:

1. September 16, 2013 Regular Board Workshop
2. September 23, 2013 Regular Board Meeting

B. Total Expenditures (Payroll and Vouchers) - $2,921,951.76.

The vouchers have been reviewed by Trustee Clark 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 Demos that Adam Kreuzer be appointed as the chairman of the Environmental Commission for a term ending May, 2015.

D. Motion to waive competitive bidding for a single source purchase which is an authorized exception in the purchasing policy to approve an annual maintenance agreement with Tyler Technologies for MUNIS software support and licensing in the amount of $65,875.68, to be expensed to the General Fund. *(Finance Director Wachtel)*

E. Ordinance No. 6172, An Ordinance Amending Ordinance 5410, which Granted Approval of a Special Use Permit for West Suburban Auto at 420 Roosevelt Road. *(Planning and Development Director Hulseberg)*

F. Ordinance No. 6173, An Ordinance Granting Approval of the Exterior Appearance Associated with Roof Repairs and Alterations for the First United Methodist Church Located at 424 Forest Avenue. *(Planning and Development Director Hulseberg)*

G. Ordinance No. 6174, An Ordinance Granting Approval of a Second Amendment to the Lease Agreement for the Village Green Park Located at 130 S. Lambert Road. *(Planning and Development Director Hulseberg)*

H. Motion to approve a two-year contract for snow hauling to Marcott Enterprises, Inc. of Villa Park, Illinois in the not-to-exceed amount of $40,000; $20,000 to be expensed to the General Fund for the first year of the contract. *(Public Works Director Hansen)*

I. Resolution No. 13-18, A Resolution Authorizing the Purchase of Certain Property Located within the Village. *(Assistant Village Manager Stonitsch)*

7. Professional Engineer Bob Minix will present information on the Lenox/Linden Improvements Project.

   Motion to approve the recommendations of the Capital Improvements Commission on the Lenox/Linden Improvements Project or consider possible amendments to their recommendations. *(Trustee Elliott)*

8. Planning and Development Director Staci Hulseberg will present information on a request by Anthony and Teresa DeMayo for a variation from the Glen Ellyn Zoning Code to allow the construction of a swimming pool or other accessory structures in the front yard abutting St. Charles Road on a lot fronting on two non-intersecting streets with two front yards (through lot).

   Ordinance No. 6175, An Ordinance Approving a Variation from the Front Yard Requirements of the Zoning Code to Allow Structures and Uses that are Permitted in a Rear Yard to be Constructed and Function in the Front Yard abutting St. Charles Road for the Property at 901 Winslow Avenue. *(Trustee Friedberg)*

9. Planning and Development Director Staci Hulseberg will present information on a request by Vincent J. Griffin and Cari A. Dinneen for a variation from the Glen Ellyn Zoning Code to allow the construction of a new detached garage at the same location of an existing detached garage that is 3'-6' from the rear yard lot line. The Zoning Code does not allow accessory structures to be within 4'-6' of the rear yard lot line.

    Ordinance No. 6176, An Ordinance Approving a Variation from the Rear Yard Requirements of the Zoning Code to Allow a Detached Garage for Property at 602 Prairie Avenue. *(Trustee Ladesic)*

10. Finance Director Kevin Wachtel will present information on the Fiscal Year 2012/13 Comprehensive Annual Financial Report.

    Motion to receive the Village's Comprehensive Annual Financial Report for the fiscal year ended April 30, 2013. *(Trustee McGinley)*

11. Finance Director Kevin Wachtel will present information on documenting the Police Pension Funding Policy.

    Motion to adopt the pension funding policy for the Village of Glen Ellyn Police Pension Trust Fund. *(Trustee O'Shea)*

12. Village Manager Mark Franz will present information related to the proposed Roosevelt Road/Park Boulevard Tax Increment Financing (TIF) District. Over the past several months, the Village has met all of the statutory and procedural requirements necessary to designate a portion of Roosevelt Road as a TIF District, including the formal public hearing which was held on September 9, 2013. The final step in the designation of the TIF District is the adoption of three ordinances: adoption of the TIF Redevelopment Plan, establishment of the Redevelopment Project Area and adoption of tax increment financing. These ordinances must be approved within a 14 to 90 day time period following the public hearing.

    A. Ordinance No. 6177, An Ordinance Approving a Redevelopment Plan and Project for Roosevelt Road/Park Boulevard TIF Redevelopment Project Area. *(Trustee Clark)*

    B. Ordinance No. 6178, An Ordinance Designating the Roosevelt Road/Park Boulevard TIF Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act. *(Trustee Clark)*

    C. Ordinance No. 6179, An Ordinance Adopting Tax Increment Allocation Financing for Roosevelt Road/Park Boulevard TIF Redevelopment Project Area. *(Trustee Clark)*

13. Reminders:
    - The next Village Board Workshop is scheduled for Monday, October 21, 2013 at 7:00 p.m. in Room 301 of the Glen Ellyn Civic Center.
    - The next Village Board Meeting is scheduled for Monday, October 28, 2013 at 7:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

14. Other Business?

15. Adjournment

A-4A

From: Julius Hansen
Sent: Friday, September 20, 2013 9:31 AM
To: Kristen Schrader
Subject: Recognition for Public Works at the next Board Meeting

See the letter written to the Village President-
The employees who responded so quickly as instructed by Forestry Superintendent Jennifer Brown were Greg Garcia and Victor Zarate of the Forestry Division.

From: Scott Shoub <scotts@scooterbay.com>
Date: September 17, 2013, 7:05:09 PM CDT
To: "ademosvb@glenellyninfo.org" <ademosvb@glenellyninfo.org>
Cc: Kristin Shoub <skshoub@sbcglobal.net>
Subject: A big THANK YOU from GE Resident Scott Shoub

Hi Alex,
I wanted to make you aware of a situation that occurred last month, and take a moment to recognize the village for their extraordinary efforts. I have to imagine that your inbox is over flowing with folks who gripe about how inefficient the system is, or why the village can't do this or that. Well, here's a note that I hope you'll share with the chair in charge of Public Works....or whatever division it is that resides over tree service?

Last month, we had a brief storm sweep through Glen Ellyn; and as a result, I lost some really big branches on one of the trees in my front yard. Unbeknownst to me, the tree limb had snapped off, and was blocking the sidewalk and a portion of Duane Street. I was made aware of this by a phone call I received at 7AM from GEPD. By the time I got down stairs and thought about how I was going to address the situation, I noticed a Village Truck and two village workers, cutting branches with chain saws and feeding giant pieces of tree remnants into the portable "chipper". By 7:45AM, the branches were gone, the site was cleaned of all debris, and the village truck gone as quickly as it had arrived!

WHAT A RELIEF, that on this rainy Friday morning, I didn't have to figure out how to get this done; and instead benefited from a Village that cares, and was quick to respond to the needs of its residents. Sure, selfishly, I appreciated the work, but Duane Street is a main East-West thoroughfare for pedestrians and commuters through town, and my branch may have impacted others in town and been a potential safety concern. So, on behalf of all those who were never inconvenienced, and myself and my family who were spared the effort, headache, and expense, I want to say THANK YOU Village of GE, for your quick, and professional response!

Sincerely,

Scott & Kristin Shoub
711 Duane Street,
Glen Ellyn, IL.
*17 year Glen Ellyn Residents

Julius Hansen
Director of Public Works
Village of Glen Ellyn

A-4B

From: Julius Hansen
Sent: Friday, September 27, 2013 1:56 PM
To: Kristen Schrader
Subject: FW: 297 Oak Street Construction

Another happy customer....

From: Anthony Martini [mailto:anthony.j.martini@gmail.com]
Sent: Friday, September 27, 2013 11:28 AM
To: Bob Greenberg
Cc: Joe Kvapil; Ray Ulreich; Julius Hansen; Dave Buckley; Bob Minix; Mark Mellor; John Hubsky
Subject: Re: 297 Oak Street Construction

Good Morning Mr. Greenberg,

That is incredible for response time. Like I said I tried to clean up the bulk of the debris last weekend - but I really appreciate the response on this. Its great to know Village staff is working so hard.

Again thank you and I apologize for the inconvenience. I'll share the news with my neighbors I'm sure they will be thrilled.

On Fri, Sep 27, 2013 at 10:58 AM, Bob Greenberg <Bobg@glenellyn.org> wrote:

Hello Mr. Martini,

The storm sewer cleaning crew was able to move their schedule around so they cleaned the storm sewer catch basins on Oak this morning.

Please let me contact me with any additional concerns that arise.

Sincerely,

Bob

Robert Greenberg

Utilities Superintendent

Glen Ellyn Public Works

30 S. Lambert Rd.

Glen Ellyn, Il. 60137

Office: 630-547-5517

Fax: 630-469-3128

e-mail: bobg@glenellyn.org

From: Bob Greenberg
Sent: Friday, September 27, 2013 8:41 AM
To: 'Anthony Martini'
Cc: Joe Kvapil; Ray Ulreich; Julius Hansen; Dave Buckley; Bob Minix; Mark Mellor; John Hubsky

Subject: RE: 297 Oak Street Construction

Good morning Mr. Martini,

The Utilities Division does have a catch basin cleaning program that rotates through the Village on a seven year cycle. That being said, when Public Works get a report (such as yours) that there are problems in a given area, we will address it as a high priority. Currently our crew is finishing up a section of storm sewer near Panfish Park. We will be able to start in your area later this afternoon or Monday.

Please feel free to contact me with questions or concerns.

Sincerely,

Bob

Robert Greenberg

Utilities Superintendent

Glen Ellyn Public Works

30 S. Lambert Rd.

Glen Ellyn, Il. 60137

Office: 630-547-5517

Fax: 630-469-3128

e-mail: bobg@glenellyn.org

From: Bob Minix
Sent: Wednesday, September 25, 2013 8:45 AM
To: 'Anthony Martini'
Cc: Joe Kvapil; Ray Ulreich; Julius Hansen; Dave Buckley; Bob Greenberg
Subject: RE: 297 Oak Street Construction

Hello Anthony –

By copy of this response, your message is being sent to the Building and Zoning Department for their consideration, as that group is the entity responsible for managing work on private property. Our Building and Zoning Official is Joe Kvapil and our Stormwater Engineer is Ray Ulreich (both are copied on this message).

I have also copied this message to Public Works Director Julius Hansen, Assistant Public Works Director Dave Buckley and Utilities Superintendent Bob Greenberg regarding your observations about the cleaning of inlets in your area of Oak Street.

Thanks for your message.

Regards,

Bob Minix

Professional Engineer

Glen Ellyn Public Works Department

30 South Lambert Road

Glen Ellyn, IL 60137

Telephone (Direct Line): 630-547-5514

FAX - Public Works: 630-469-3128

From: Anthony Martini [mailto:anthony.j.martini@gmail.com]
Sent: Tuesday, September 24, 2013 8:00 PM
To: Bob Minix
Subject: 297 Oak Street Construction

Good Morning Mr. Minix,

I hope this email finds you well - I am writing in regards to the new construction at 297 Oak Street. As a neighbor (293 Oak) I've been following the construction for this home closely and I am excited about the development.

I was writing (and I'm not sure you are the proper contact) in hopes that the contractor can be reminded of some best practices for this site. By no means is this a "taddle" email - I am just looking out for the best of the development and the neighborhood.

A couple quick things:

1. It does not appear that the tree protection plan is being followed. In fact I think some trees to be protected have been removed - I'm sure they will be mitigated for but as a best practice proper tree protection helps with a number of things - specifically with reducing peak stormwater runoff (a concern at this end of the block).

Currently I don't believe I have seen any tree protection fencing on the site and as a result I think the integrity of the trees to be preserved has been comprimised.

2. I have seen the plans for the new dry well in the front of the lot, however, similar to a septic system, compaction of the native soils should be avoided as possible. Unfortunately the contractor has placed a large soil stockpile in this area - which is in effect surcharging and compacting the subsurface soils. As a result the dry well will not encourage infiltration and will miss the intent of the DuPage County Stormwater Ordinance. This again will lead to additional stormater runoff to an already surcharged system. I understand its a tight site, however I don't believe this is a good reason to neglect stormwater management.

3. Lastly the SWPP Plan and its best management practices should be encouraged to be followed. Currently there is dewatering of sediment laden water directing into the parkway/right of way. In fact - there is caked on sediment throughout the front parkway and roadway in front of the building. Dewatering should be via a filter system to eliminate the sediment from downstream areas. Secondly, very large soil stockpiles have remained on the site in excess of 14 days. My hope is that the contractor plans to temporarily seed these stockpiles to eliminate erosion and runoff concerns.

As a Civil Engineer I know I deal with these things daily and by no means am I against this development. However if the developer is reminded of these best practices I think it would be for the betterment of the project.

As you are likely aware this area of Oak Avenue is in a low-lying area and is subject to intermittent ponding in heavier rain events. I think the above recommendations help with this.

Also - and I may have to direct this quetion to the Director of Public Works, but is there a maintenance schedule for the storm sewers in this area of Oak Street. The inlets and catch basins within this portion of the block appear due for maintenance (vacuuming/cleaning). If there is a schedule maintenance of this area I'd love to know it. I have tried to clear the debris in and around the inlets as possible to maintain the conveyance capacity.

Thanks for reading this email and hopefully I am not coming across as a disgruntled neighbor - trust me I wouldn't have written this email if I didn't the issues on the site were easily correctable.

Anthony Martini PE

A-4C

October 5, 2013

Glen Ellyn Woman's Club

Glen Ellyn, IL 60137

Mr. Alex Demos, President

Village of Glen Ellyn

535 Duane Street

Glen Ellyn, IL 60137

Dear Mr. Demos:

On behalf of the Glen Ellyn Woman's Club, I would like to thank you and your very cooperative staff. Harold and his maintenance staff's efforts have been extremely helpful to enable our meetings to run smoothly.

We enjoy meeting at the Civic Center and appreciate your partnership with us.

Very Sincerely,

Donna Benshoof

Donna Benshoof

Corresponding Secretary

Glen Ellyn Woman's Club

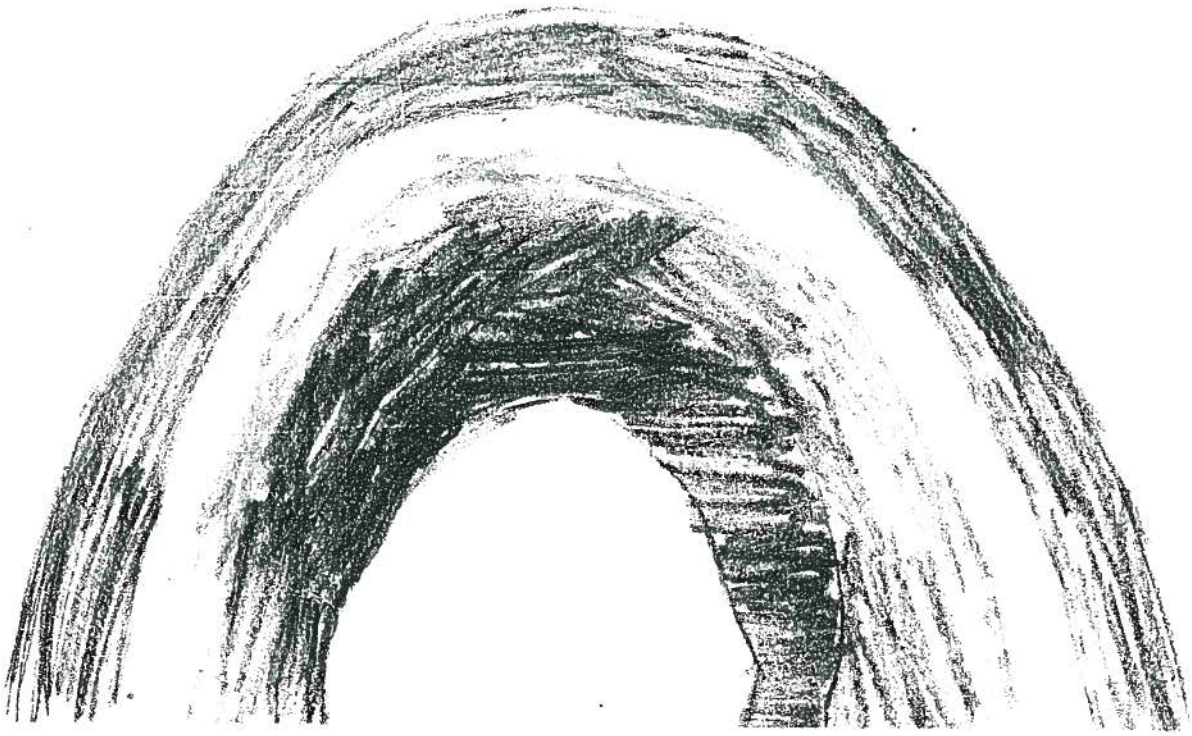
RECEIVED
OCT - 8 2013
VILLAGE OF GLEN ELLYN

Dear, Police Officer

A-4D

Thank you so much for using your time for us. You are amazing trying to save us while risking your life

from, Claire



A-4E

Christine Miller

From: Phil Norton
Sent: Tuesday, September 10, 2013 4:18 PM
To: Christine Miller
Subject: FW: One of your officers

Christine,

Can you see that this gets to Carrie's file, that she gets a copy and that a copy goes upstairs?

Thanks,

Philip J. Norton

Chief of Police
Glen Ellyn Police Department
535 Duane Street
Glen Ellyn, IL 60137
(630) 469-1187

-----Original Message-----
From: Avery [mailto:aveman0621@gmail.com]
Sent: Tuesday, September 10, 2013 15:33
To: pnorton@glenellyninfo.org
Subject: One of your officers

Chief Norton,

On August 9th, 2013 I was involved in a traffic accident. One of your officers, Carrie Nemchock (I believe that is her name) responded and wrote up the report and issued me a citation. While this sort of thing is never a pleasant experience, I wanted to let somebody in your department know that she treated me with utmost courtesy and respect.

I drive a truck for a living. The freight I haul most of the time is hazardous. I get pulled over A LOT for what are called "random truck inspections". I probably deal with a law enforcement officer on average once a month. Most treat me like a second class citizen, like I am beneath them in some way. On the rare occurrence when there is a problem with the truck, or the paperwork, I am usually made to feel as though I have committed a very major crime and the officer acts as though he/she is judge, jury and executioner.

From the time Officer Nemchock arrived, until the time she left, she treated me with respect and courtesy. Exactly the way I tried to treat her.

If you are not the right person to contact regarding this, please forward it to the person who is. Thank you.

Avery Stockwell

Sent from my iPhone

A-4F

GLEN ELLYN POLICE DEPARTMENT
MEMORANDUM

TO: Chief Philip J. Norton

FROM: Christine Miller

DATE: September 16, 2013

SUBJECT: **Commendation Voicemail**

Chief,

I received a voicemail from Megan Lawrie regarding the squad car visit to a block party at 570 Turner on Saturday, August 24 by Officer Mike Jagodzinski. Here is what she said:

"Hi. My name is Megan Lawrie. Last Saturday, August 24, we had a block party at 570 Turner. I just wanted to let you know how awesome the officer was that came by with his squad car. He was just fabulous. I wanted to let you know he sat with the kids and talked with them. They climbed in the car and he was just fabulous. He didn't have to be as nice as he was. He stayed quite a long time which was fabulous as the kids thought he was the hit of the night besides riding bikes in the street. I just wanted to let you know so please thank him. Thank him for us and put a little star in his file as he was extra nice to all the kids. We even had teenagers in the police car as they thought it was too fun from the 18 month old all the way up to the 18 year olds. Thank you for letting him come and entertain our kids. It was fabulous. Thank you."

I will provide a copy for Mike and send a copy upstairs for the agenda as well as put a copy in Mike's personnel file.

Please let me know if you have any questions.

Christine

A-46

Wheaton Police De
900 West Liberty Drive
Wheaton, IL 60187
630-260-2161
City of Wheaton, Illinois
www.wheaton.il.us

September 27, 2013

Phillip Norton
Chief of Police
535 Duane St.
Glen Ellyn, IL 60137

Dear Chief Norton,

I would like to express my sincere thanks for the assistance provided by one of your officers. On August 31, 2013, Wheaton Police Officers responded to a retail theft that had just occurred at 820 E. Roosevelt Road in our town. Officer Emmanuel Berger observed a vehicle matching the description of the offending vehicle in Glen Ellyn. Officer Berger stopped the vehicle and obtained a confession from the driver and the stolen property was recovered.

Please share my personal thanks, as well as those of the Wheaton Police Department, for Officer Berger's outstanding observation and professional assistance provided.

Sincerely,

Mark W. Field
Chief of Police

D — F —

Donald F. Wilson
Patrol Division Commander

A-6A,

Minutes
Village of Glen Ellyn Board of Trustees
Workshop Meeting
September 16, 2013

The meeting was called to order at 7:00 p.m. by President Demos.

Present: President Alex Demos: Trustees Clark, Ladesic, McGinley (arrived at 7:54 p.m.) and O'Shea. Village Clerk Galvin, Village Attorney Mathews. Staff present: Village Manager Franz (arrived at 7:06 p.m.), Assistant Village Manager Stonistsch, Police Chief Norton, Finance Director Wachtel, Professional Engineer Minix, Glen Ellyn Volunteer Fire Company Chief Bodony and First Assistant Fire Chief Chris Clark.

Trustees Elliott and Friedberg were excused.

Agenda Item 4 - Lenox/Linden Improvements Project – Professional Engineer Minix

SUMMARY

Various design issues associated with the pending roadway improvements project on Lenox and Linden near Lake Ellyn Park have been considered by the Capital Improvements Commission in 2013. The crux of the issues are twofold: First, parking on Lenox Road north of Hawthorne is consistently and heavily used throughout the year by park users and high school students; should the roadway and parking configuration be modified to promote easier travel through the corridor and, if so, to what extent? Second, what should be the coverage of new sidewalk on the east side of Lenox and the south side of Linden? The CIC recommendations include widening Lenox Road between Hawthorne and Essex by 3 feet and maintaining parallel parking; new sidewalk on the east side of Lenox (favoring a curbside alignment) in Lake Ellyn Park; no new sidewalk on the east side of Lenox between Essex and Oak; and new sidewalk on the south side of Linden between Main and Lenox (again favoring the curb side of the parkway).

ISSUES

Rehabilitation of Lenox between Hawthorne and Oak and Linden between Main and Lenox is scheduled for construction in 2014 as part of the newly expanded Chidester-Elm-Lenox-Linden (CELL) project. The project design engineers are RHMG Engineers of Mundelein. The consultant began work on the Lenox and Linden corridors in the fall of 2012.

The proposed Lenox-Linden project provides an opportunity for installation of additional improvements such as new sidewalk as well as an examination of modifications to the existing parking configuration adjacent to Lake Ellyn Park, owned and managed by the Glen Ellyn Park District. The timing of the roadway project designs overlaps the development of a new Lake Ellyn Park master plan and the Park District team has provided direct, timely and definitive input into the Lenox Road design process. Project issues of significance include the proposed roadway width on Lenox; parking configuration on Lenox, particularly adjacent to Lake Ellyn Park; and new sidewalk on the east side of Lenox Road and the south side of Linden Street. Various additional design elements or considerations include materials of construction, stormwater management, traffic calming, utility undergrounding, sidewalk connections and street lighting.

Earlier this year, the Capital Improvements Commission conducted a sequence of meetings focusing on various design issues associated with Lenox and Linden and developed a series of recommendations. The purpose of this memorandum is to present the CIC recommendations with associated background information and summary of commissioner discussions for each.

BACKGROUND

The proposed project scope of work includes reconstruction of Lenox with the removal and replacement of the entire road cross-section and enhanced resurfacing of Linden featuring new curb and gutter, new driveway approaches and new asphalt surface on top of the existing roadway base. The existing roadway width on Lenox is 25 ft. from back-of-curb to back-of-curb. Parallel parking is permitted only on the east side of Lenox between Hawthorne and Essex with parking prohibited between 10:00 PM and 6:00 AM and limited to three hours on school days between 8:00

AM and 5:00 PM; north of Essex, parking is allowed on both sides of the street with no time-of-day restrictions. Linden is 21 ft. back-to-back with no parking allowed on the north side of the street between Forest and Lenox and on the south side of the street in a short mid-block segment between Park and Lenox. Parking in the entire corridor is also prohibited between 10:00 PM and 6:00 AM and limited to three hours on school days between 8:00 AM and 5:00 PM. Both roadways are designated as Snow Routes. There is no public sidewalk on the east side of Lenox between Hawthorne and Oak. On the south side of Linden there is no existing sidewalk except for a short stretch immediately east of Park.

Starting last year, the CIC discussed various aspects of the Lenox-Linden improvements project. The September and October 2012 and January 2013 meetings were substantially devoted to Lenox Road design issues. The commissioners reviewed preliminary Lenox Road layouts for parking and sidewalk. The Park District provided presentations at the September 2012 and January 2013 meetings. Interested residents also participated, appearing at all the meetings (including November 2012) to present various viewpoints and offer input. The CIC required three meetings – February, March and April 2013 – to work through the various issues and to develop and refine their recommendations.

In conjunction with the CIC, Village staff and consultants produced preliminary layouts of three possible Lenox Road roadway/parking alternatives including a parallel parking option with a street width of 28 ft. back-to-back; a 60 degree angle parking option adjacent to Lake Ellyn Park incorporating a pod concept and a street width of 21 ft. back-to-back in locations without parking stalls; and a 45 degree angle parking option, again with a pod concept and a street width of 21 ft. back-to-back in non-parking bay areas. The CIC recommendations for Lenox Road street configuration and new sidewalk between Essex and Oak were formulated in February 2013. New sidewalk plans were initially developed and assessed primarily at the March 2013 meeting, with CIC comments incorporated into modified sidewalk plans that formed the basis for the April 2013 sidewalk recommendations.

CAPITAL IMPROVEMENTS COMMISSION FORMAL CONSIDERATIONS

At each of the February – April 2013 Capital Improvements Commission meetings, the commissioners heard a staff presentation on the various issues, asked questions and discussed project particulars with staff, took input from audience members and began deliberations. The approved minutes from the three CIC meetings where formal deliberations took place provide a detailed summary of the roadway and sidewalk discussions and citizen interactions from those evenings.

The **staff presentation** provided an overview and background on the issues and CIC process. To summarize, Public Works staff supported:

- Roadway improvements that improve two-way traffic flow on Lenox, particularly between Hawthorne and Linden, but does not diminish the parking inventory
- Sidewalk on the east side of Lenox between Hawthorne and Oak
- Sidewalk on the south side of Linden with the caveat that sidewalk benefits must be weighed against disruption to a corridor with short setbacks, mature trees and home-owner maintained landscaping areas in the parkways.
- Close adherence to the recommendations of the Glen Ellyn Park District where practicable and appropriate. Please note that staff does not categorically support each and every suggestion of the Park District, but essential compatibility with the Lake Ellyn Park master plan is very desirable.

Stakeholder comments included concerns regarding safety impacts of angle vs. parallel parking; lack of need to increase street width ("good to be narrow and slow"); need for traffic calming measures; pedestrian safety; little apparent support for new sidewalk; position of the sidewalk; negative impacts on landscaping, trees and drainage; and setbacks from existing homes (Linden sidewalk).

CIC deliberations resulted in the development of four parking / roadway and three sidewalk recommendations for the various corridors of Lenox and Linden, as well as an overall recommendation to postpone the rehabilitation of Lenox and Linden from the original 2013 timetable to 2014 instead.

CIC RECOMMENDATIONS / MOTIONS (all passed unanimously)

1. Lenox Roadway from Hawthorne to Linden (February 2013): **From Hawthorne to Linden, the width of the roadway be 28 ft. wide from back-of-curb to back-of-curb with parallel parking and using an asphalt paving surface**

   The deliberations of the commissioners focused on the appropriate parking configuration and street width. The angle parking options were not favored by any of the commissioners, so a consensus to maintain the parallel parking on the east side of Lenox was readily achieved. A three-foot widening of the roadway was generally favored by the commissioners as a number of them mentioned that with the heavy parking load, the street felt very cramped and two-way travel significantly inhibited. The 28 ft. width would provide an 8 ft. parking lane and two 9 ft. travel lanes on the roadway.

2. Lenox and Linden Intersection (February 2013): **At the intersection with Linden, do not raise the pavement surface, but provide an alternate bid item for modular pavers in lieu of an asphalt paving surface**

   In addition to the major issues of parking and street width, the commissioners deliberated the merits of various paving materials, traffic calming elements and decorative treatments. The intersection of Lenox and Linden was a focal point of these discussions that included possible installation of a speed table at the intersection as a traffic calming device; use of pervious pavers in the parking lane, for new sidewalks in the park or in the intersection for improved stormwater management; and providing an intersection treatment in pavers or some other form of stamped concrete or asphalt as a focal point / entry enhancement to Lake Ellyn Park. The CIC recommendation reflects support for an upgraded intersection treatment if fiscally prudent. There was no support for a traffic table at the intersection or the widespread use of pervious pavement materials for the whole or a portion of the roadway; hence the reference to the asphalt paving surface in many of the recommendations. It was felt that sidewalk material upgrades in Lake Ellyn Park should require Park District financial participation.

3. Lenox Roadway from Linden to Essex (February 2013): **From Linden to Essex, the width of the roadway be 28 ft. wide from back-of-curb to back-of-curb, with width adjustments at existing tree locations conforming to professional arborist recommendations, and parallel parking using an asphalt paving surface**

   While it was noted that the parking load adjacent to Lake Ellyn Park was generally less on Lenox between Linden and Essex and that there was no compelling reason why the roadway width could not vary along the corridor, the commissioners nevertheless recommended widening in this section of the street. This section contains the most valuable of the parkway trees along the park, a grove of oaks and hardwoods about 200 ft. in length, which would be buffered by reducing the street width through that zone based on the recommendations of a certified arborist, with likely some loss of parking.

4. Lenox Roadway and Sidewalk from Essex to Oak (February 2013): **Between Essex and Oak, no change in roadway width and no new sidewalk installed on the east side of the roadway where none currently exists**

The engineering concept plan proposed for the section of Lenox between Essex and Oak offered a configuration of a reduced street width of 4 ft., with the former street area utilized for the installation of public sidewalk adjacent to the east curb. This alternative was developed in response to the degree of homeowner landscaping in the existing parkway, with the subsequent lack of a suitable corridor to install a new sidewalk. The commissioners struggled with this compromise configuration and ultimately decided against roadway narrowing and new sidewalk installation.

5. Lenox Sidewalk from Hawthorne to Essex (April 2013): **The revised configuration of the sidewalk on the east side of Lenox between Hawthorne and Essex as discussed at the April 9, 2013 meeting proceed to the next step of engineering for a 2014 project**

6. Linden Sidewalk from Main to Lenox (April 2013): **The revised configuration of the sidewalk on the south side of Linden between Main and Lenox as discussed at the April 9, 2013 meeting proceed to the next step of engineering for a 2014 project**

The March and April CIC meetings were devoted to the new sidewalk issues in the Lenox and Linden corridors that were not deliberated on during the February meeting. The March meeting included input from stakeholders and various discussions, resulting in direction to staff to make various alignment modifications to both the Lenox and Linden sidewalks so that the commission's intent on the proposed sidewalks could be clearly conveyed. The commissioners wished to maximize the utility of the Lake Ellyn Park / Lenox Road sidewalk for the benefit of parkers. The Linden sidewalk would serve as a useful conduit to a Lake Ellyn Park destination, but should be positioned to limit impacts on residents on the south side of the roadway. Revised drawings were prepared and presented at the April meeting; both the sidewalks on Lenox and Linden favor the curb as much as possible. The commissioners clearly favored the installation of new sidewalk in both corridors and approved the revised drawings as a blueprint for the ultimate layout of the sidewalk in the project design documents.

ACTION REQUESTED

The Village Board is requested to review the material included herein and consider the Capital Improvements Commission recommendations for the Lenox and Linden corridors. Area residents have been invited to appear at the September 16, 2013 workshop to provide direct input to the Board. Public Works staff will be present at the upcoming Board workshop to provide the lead-off presentation and to answer any questions. Members of the Capital Improvements Commission will be invited to attend to assist with the presentation and, of course, answer any questions.

Comments

Dave Harris, Executive Director, Glen Ellyn Park District approached the Board and stated he is not here to advocate for angled parking. Late summer 2012 the Village asked the Park District for suggestions at the same time the Park District was working on their Master Plan for Lake Ellyn Park. The Park District also attended Capital Improvements Commission Meetings. Director Harris stated they heard loud and clear that the residents want to reduce the speed of traffic on Lenox.

Director Harris expressed concerns about making the streets narrower, protecting mature trees while utilizing more effective and efficient parking. Director Harris expressed his concerns to the previous Village President, Board of Trustees and Capital Improvements Commission members. Director Harris further stated his respect for the process, his support of the

Capital Improvements Commission, public sentiment and the Park District advocates tree protection and sustainable water retention.

Director Harris added that specific materials are identified in the Lake Ellyn Master Plan such as permeable pavers. The Park District would consider paying the difference and possibly maintain if materials were used in accordance of Green Street Guidelines.

Trustee O'Shea expressed concerns regarding the safety of carriage sidewalks. Trustee O'Shea asked about a winding trail all the way around that meanders and is not straight. Craig R. Pryde, Capital Improvements Commission member responded this could conflict with the Park District and their design plans for Lake Ellyn Park. The Park District can always connect their trail system from the sidewalk.

Trustee O'Shea asked Director Harris how the CIC plan affects the Lake Ellyn Master Plan. Director Harris responded that the Park District would prefer a meandering path, but they are willing to compromise. Mr. Pryde also responded that the CIC does not disagree with the Lake Ellyn Master Plan.

Trustee Ladesic asked why the CIC backed off supporting angled parking on Lenox. Mr. Pryde responded it was a more aggressive plan for removing trees. Trustee Ladesic responded that he is open to the prospect of losing some trees in the efforts of safety.

Trustee O'Shea asked Police Chief Norton about safety issues and concerns. Chief Norton responded that they do not like islands, as they create an additional obstacle.

Village President Demos thanked Director Harris for his comments and remarked that this is an outstanding example of intergovernmental cooperation. Trustee O'Shea asked if Lenox Rd. would be striped. Engineer Minix responded that the road would not be striped.

President Demos asked if pavers would be used. Engineer Minix responded that pavers would be used, they need to be incorporated more and they add an aesthetic element. President Demos also asked if anyone was aware of plans to install a parking structure at Glenbard West High School at the lower lot. Village Manager Franz, Chief Norton and Engineer Minx were not aware of any plans.

Dr. Carolyn S. Oesterle, 645 Lake Rd., Glen Ellyn approached the Board and previously submitted comments to be entered into the minutes. Dr. Oesterle's statement is as follows:

"My name is Carolyn Oesterle. I live at 645 Lake Road and have lived there for 30 years. Both of my children graduated from Glenbard West. I have not been active in village issues until Oct when I learned about the plans for reconstructing Lenox road at a meeting of the Park District about Lake Ellyn Park. I walk in Lake Ellyn Park daily and care deeply about the park. My immediate reaction to the plans for widening Lenox and possibly putting in diagonal parking was that it was an unnecessary intrusion on park space and could make the road less safe by increasing speeds. Once green space is lost, it is lost forever. However, I talked with a commissioner on the CIC, Pat Brugh, and with Bob Minix who felt the road was congested at times. I felt I should study Lenox more thoroughly. I spent the next few weeks measuring road widths in Glen Ellyn near Lake Ellyn Park, near other parks, and the main residential streets that are through roads. I also observed the traffic and parking on Lenox and videotaped traffic at the beginning and end of the school day.

'Most purely residential roads in Glen Ellyn allow for parallel parking but are not wide enough to let two cars pass the parked car at the same time. This gives us the chance to exhibit Glen Ellyn manners as we wait to let a car pass

before we move forward down a residential road. This is life as usual in Glen Ellyn. It has the benefit of keeping speeds down on the residential roads. For two cars to pass a parked car takes about 24 feet—8 feet a car. As you can see from the chart (to be presented at the meeting), Lenox is one of the wider roads near Lake Ellyn Park. I measured the flat surface of the road which Bob Minix explained is called curb face to curb face. Lenox is 24 feet (25 ft back-of curb to back-of curb) and just wide enough to allow for two cars to pass a parked car at the same time. The cars must drive slowly, however. Driving slowly is a good thing especially near a park with children playing. Widening Lenox to 28 Ft would put in two unobstructed lanes so traffic can move freely by the parked cars. This will cause traffic to move much faster. Lenox is also near Glenbard West and the teenage students like to drive fast. Anything that encourages this, like a wider road, is not a good thing. Bob Minix, the Glen Ellyn civil engineer, told me that traffic tables (like extended speed bumps) used to slow traffic would not be put in because of snow plowing concerns. This means that the open, unobstructed lanes will encourage an increase in speed, especially with high school students. I spoke with Deputy William Holmer who stated that Lenox had not had serious accidents at its present width. Before we change a road configuration that has worked well, I think we need a very good reason.

'I also measured other roads that are similar to Lenox. There is student parking on Park Row and Willis and they are the same width as Lenox—24 feet. Two cars can pass, but must go slowly. There is frequently a line of parked student cars on these two roads as there is at the south end of Lenox. This is a good configuration to keep traffic slow near a high school. I also measured roads around the other two nearby parks. Around Newton Park, there is no street parking except on Nicole Way which is very busy as a cut through road to Roosevelt. Newton Park has several parking lots. Sunset Park also has parking lots, but has street parking. Both Fairview Ave and Sunset have a lane painted for parallel parking. The spaces are 20 ft. by 8 ft. Fairview is a busy through street for east-west traffic. It is 27 ft. 6 inches wide if you count the parking lane. Sunset is a through street that goes from Roosevelt to Turner just west of the Main Street Recreation Center and Main Street and is much more heavily traveled than Lenox. It is 28 feet along Sunset Park to accommodate the parking lane. South of Sunset Park, Sunset narrows to 19 ft. 10 in. Both of these roads are different from Lenox which is not a through street at all and only a residential street next to a park. Lenox has much less traffic than Fairview or Sunset. It is not a through road and does not need to accommodate traffic in two unobstructed lanes which would increase traffic speed. However, Lenox is near Glenbard West High School and narrow lanes are beneficial to slow traffic. Based on the measurements of nearby roads and similar use roads, Lenox is really "Glen Ellyn Standard" width for a purely residential road that may have a row of parallel parked cars at times—24 feet to allow cars to pass slowly by a parked car.

'There are special events in Glen Ellyn where many people come to the Lake Ellyn Park area. These include the Cardboard Boat Regatta, the Fourth of July fireworks, and Art Fair. At these times of heavy parking needs, Lenox is made one way, as are the other roads in the area. There is no need to widen Lenox for these times as the one way road takes care of most congestion and a wider road would make little difference.

'If the Village Board decides to widen Lenox despite the above concerns and resident objections, I would like them to think of Lenox in two sections. South of Linden, there is high school parking and the road is used more heavily. Widening it one or two feet and keeping the parallel parking would be more than enough. North of Linden there is much less parking. There are also many trees in the north areas of the park close to the roadway. These trees would be at significant risk if the road is widened at all. There is absolutely no reason to consider widening Lenox north of Linden. It usually has few of no parked cars and is 24 feet wide--more than enough.

'In summary, Lenox Road as it is now has worked well to allow adequate parking for Lake Ellyn Park with parallel parking and has worked well to keep speeds slow on the street with its 24 foot width. The majority of the year most

of the road has little traffic and little congestion. Lenox Road has also won awards as one of the most beautiful streets in DuPage County. A beautiful road should be cherished for its own sake. There is no need to widen Lenox.

Thank you for letting me present this and for your attention."

Dr. Oesterle presented the Board a petition signed by 197 residents supporting her position.

Dan Hopkins, Superintendent of Parks and Planning, Glen Ellyn Park District stated they were currently in danger of losing 9 oak trees at Lake Ellyn Park, one more is so-so.

Ms. Eleanor Saliamonas, 626 Newton Ave., Glen Ellyn addressed the Board. Ms. Saliamonas has lived in Glen since 1969 and is against street widening since it increases a non-permeable area. Street widening should only be done when necessary as it can aggravate the flooding at Lake Ellyn. Ms. Saliamonas concluded her remarks by stating that the Trustees have listened before, she hopes they listen this time as well.

Ms. Gloria Shonkwiler, 646 N. Park Blvd., Glen Ellyn addressed the Board and stated her concerns about carriage sidewalk safety. Ms. Shonkwiler has lived in Glen Ellyn for 60+ years, over 25 years at her current address. This plan would personally affect her property and cause her to lose parking space in her driveway. Almost every tree on the parkway would be affected and she would lose an Oak tree, an Evergreen, some Maples and an American Hornbeam. Would these trees be replaced? If you take her trees, you take her landscaping; this will destroy the ambience and create a hardship for parking on her property. Part of her patio is on the parkway, which would be affected as well.

Trustee Ladesic asked for clarification regarding part of the patio being on the parkway. Ms. Shonkwiler stated it was that way when she purchased her home in 1988. Engineer Minix confirmed that this is a previous existing condition.

Mr. Reis Kayser, 721 Lenox R., Glen Ellyn, approached the Board. Mr. Kayser has lived on Lenox for over 30 years. He has attended meetings of the Park District and the CIC and has observed many compromises regarding this project. Mr. Kayser stated there is no benefit for a sidewalk on that side of Lenox. With snow you would not have a sidewalk available anyway, the overall value is minimal.

Ms. Christa Mannion, 715 Lenox Rd., Glen Ellyn addressed the Board. Ms. Mannion is a 21 year resident and lives near Mr. Kayser. She hopes the Board follows the CIC guidelines and leaves the width at 25 ft. Utilizing pavers at Linden and Lenox is a great idea but widening is totally unnecessary. Ms. Mannion expressed concern over loss of trees and green space.

Mr. Sergei Prokudik, 645 N. Main St. addressed the Board as a new resident who moved in 2 months ago. Mr. Prokudik was recently made aware of the issue and inquired about safety.

Engineer Minix stated they try to find corridors that least impact trees and they try to make alignments as straight as possible. Trustee McGinley asked how long he has been installing sidewalks. Engineer Minx responded 22 years. Trustee McGinley asked if there is data on damaged trees. Engineer Minix responded there is not a definitive study. Superintendent Hopkins, Glen Ellyn Park District commented that oaks, as a species do not like construction.

Ms. Shonkwiler responded in 1990 when Linden was last redone she lost a huge oak due to construction. Three years later Park Blvd. was redone and she lost another.

Ms. Donna Jennings, 725 Lenox Rd., Glen Ellyn addressed the Board. Ms. Jennings stated if you widen the road, than put up a Park District speed limit. Ms. Jennings added the more sidewalks, the fewer trees, the more problems with flooding and power outages. More money should be spent on power outages. Ms. Jennings also stated that she hopes the sewers are really big, we have some major floods.

Mr. David Rennard, 621 Linden St. addressed the Board. Mr. Rennard and his neighbors do not want street widening and sidewalks since this is not a main artery. An effective safety plan is already in place for busy events as it becomes one way and streets are closed. There are 182 school days a year; there is not a lot of foot traffic on Linden. A sidewalk will change the nature of the homes and trees, it will look more urban, it will have considerable cost and there is not a demonstrated need. This sidewalk will hurt the neighborhood.

Trustee McGinley inquired about the bushes on Mr. Rennard's property. Mr. Rennard responded that the bushes surrounding his property were the result of a 1993 Village channel project.

Mr. David Allen, 655 Oak St., Glen Ellyn addressed the Board. Mr. Allen expressed concern over the use of permeable pavers. Mr. Allen sited unevenness and buckling, cost and maintenance.

Ms. Kathy Cornell, 678 Forest, Glen Ellyn and current Commissioner, Glen Ellyn Park District addressed the Board. Ms. Cornell is a 35 year resident. Her primary interest is saving trees and creating more green space. Ms. Cornell suggested Lenox permanently be one way, northbound. The stop at Lenox and Linden would force drivers to maintain a slower speed. By making Lenox one way, it would create green space, protect trees and cost less.

Manager Franz asked if Ms. Cornell if this was discussed at any of the Lake Ellyn Master Plan meetings. Ms. Cornell responded it was discussed but there was no interest.

Mr. Chris Murtaugh, 660 Lenox, Glen Ellyn addressed the Board. Mr. Murtaugh stated there is a heavy burden on those who want street widening and sidewalks to prove to those who do not want it of the need. Mr. Murtaugh has lived on Lenox since 1985. If you want this change, show why it is absolutely necessary, he does not believe that the case has been made yet.

Engineer Minix concluded his presentation by stating staff is looking for direction from the Board for this proposed 2014 project. President Demos responded they are not prepared and do not have a full Board present, but they will work to find a common ground.

Agenda Item 5 - Volunteer Fire Company Funding Concerns –Village Manager Franz and Chief Bodony

Glen Ellyn Volunteer Fire Company Chief Bodony gave a presentation to the Board regarding funding concerns. The concerns focused on the financial future of the GEVFC, based on the current funding model. Chief Bodony stated that 80% of the geographical United States received Fire Protection from volunteers.

Currently the GEVFC has 60 members and five probationary members. There is a waiting list. They provide a complete annual physical, training and equipment. Protective equipment costs $2,500 per set and lasts approximately 7 years.

Training includes recruit training, advanced training, officer development and continuing education. Training opportunities have been reduced, many through the Fire Chief's Association due to lack of funds. Chief Bodony commented that lack of training can stifle ambition.

In recent years the GEVFC has had a Day Engine Company Program to keep the fire stations manned from 6:30 a.m. – 6:30 p.m. weekdays. They provide additional assistance to EMS. The members of the Day Engine Company Program also conduct building inspections, map critical places, handle minor calls and conduct school and preschool visits. During these hours when the fire pagers go off, all of the volunteers are called.

Regarding equipment and apparatus, two of the pumpers are over 20 years old and are in need of replacement. They were scheduled to be replaced in 2012; the replacement cost is $500,000 per pumper. The goal is to replace while there is still some resale value, they have already been refurbished. Tower 62 was purchased in 1989 and Squad 61 was due for replacement in 2010. Identical pumpers are always purchased. In addition to cost savings, it is helpful to the Firefighters to have identical equipment at both Fire Stations.

Chief Bodony expressed concerns over the lack of administrative support. They are in need of a full time paid Administrative Assistant. This has always been the responsibility of the Chief and has worked well over the years. However FOIA's can be a problem since the filing system is not the best.

There is no staff; there is no financing for staff. One or two part time positions would help. This is estimated to cost $50,000-$60,000 annually.

Trustee O'Shea asked if there was a reason why the Village cannot help. Chief Bodony responded that I.T. is a great help and that MUNIS has helped manage the money. Public Works does a great job maintaining the equipment.

Manager Franz responded the Village is responsible for payroll, workman's comp, facilities management and liability insurance. Manager Franz also remarked that they do not have sustainability; we need to get them administrative support.

Chief Bodony commented on the revenue. For 2012-13 the fund drive brought in $303,000 and the Village donation was $105,000. Chief Bodony commented that they do not get a great response from the fund drive, donations are flat and they cannot meet their obligations.

Air quality at both stations due to diesel fumes needs to be addressed. These are the only Fire Stations in DuPage County that have not addressed air quality. An exhaust extraction system can be acquired at $80,000 per station.

Costs were addressed regarding having paid firefighters, the startup costs and the pension liability if the GEVFC cannot become sustainable.

In addition, Chief Bodony stated that both stations are deteriorating.

Chief Bodony pointed out that volunteer does not mean free.

Chief Bodony pointed out that the GEVFC consists of neighbors protecting neighbors.

President Demos asked for a consensus of the Board to look into creating a funding source for the GEVFC. Trustees Clark, Ladesic, McGinley and O'Shea were all in agreement. President Demos remarked that the Board needs to move forward with this. The alternative could turn into a four million dollar annual alternative.

Adjournment

At 10:33 p.m. Trustee Clark moved and Trustee Ladesic seconded the motion to adjourn the meeting.

Respectfully submitted,

Catherine Galvin,
Village Clerk

A-6A2

Minutes
Regular Board Meeting
Glen Ellyn Village Board of Trustees
Monday, September 23, 2013

Call to Order

Village President Demos called the meeting to order at 7:01 p.m.

Roll Call

Upon roll call by Village Clerk Galvin, Village President Demos and Trustees Clark, Friedberg, Ladesic, McGinley and O'Shea answered "Present".

Trustee Elliott was excused.

Pledge of Allegiance

President Demos asked Trustee O'Shea to lead the Pledge of Allegiance.

Village Recognition

1. Village Recognition:

   A. A grateful resident sent a letter to Fire Chief Jim Bodony recognizing the quick and skillful response of the paramedics who arrived at the scene of a personal crisis.

   B. Officer Brent Pacyga received a thank you letter from two paramedics acknowledging his help in personally driving the ambulance to the hospital so that both medics were able to provide more effective care to a patient in a critical situation.

   C. A letter was sent by a thankful resident to Robert Greenberg of the Public Works Department for the principle part he played throughout the process of securing reimbursement through the Overhead Sewer/Backflow Prevention Valve Share Cost Program.

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

Andrew Downey	Police Department	10 Years
Frank Frasco	Public Works Department	10 Years

Public Participation:

The Glen Ellyn Volunteer Fire Company received a Proclamation declaring October 6-12, 2013 Fire Prevention Week. Fire Prevention Week kicks off the Fire Company's Fund Drive. Chief Jim Bodony thanked the Village for their support and stated that this year the Fire Company hopes to raise funds to replace some of their older equipment and have new initiatives to train the volunteers of the Fire Company that protect their neighbors day and night.

Consent Agenda

The following items presented by Village Manager Franz are considered routine business by the Village Board and will be approved in a single vote in the form listed below:

Motion to approve the following items including Payroll and Vouchers totaling $1,265,739.59:

A. Village Board Meeting Minutes:

1. September 9, 2013 Regular Board Meeting

B. Total Expenditures (Payroll and Vouchers) - $1,265,739.59.

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

C. Ordinance No. 6166-VC, An Ordinance to Amend the Liquor Control Code Chapter 19 of Title 3, Section 12 (Restriction on Number of Licenses) of the Village Code to Increase the Number of Permitted Class D-1 Liquor Licenses for Marcel's Culinary Experience Located at 490 N. Main Street.

D. Motion to waive Section 10-4-17.2(B)25 (Promotional Activities), and Section 6-2-2.5 (Unnecessary Noises) of the Village Code and approve the Glenbard West Boosters Oktoberfest Fundraiser on October 19, 2013 located in the parking lot of 490 Pennsylvania Boulevard.

E. Motion to waive competitive bidding for a cooperative purchase which is an authorized exception in the purchasing policy to approve a three year contract for telecommunication services with Call One Telecommunications of Chicago, Illinois, in the amount of $7,958 per month, through the Suburban Purchasing Cooperative, to be expensed to the Telecommunications Fund.

F. Ordinance No. 6167, An Ordinance Granting Approval of Sign Variations for Blackberry Market Located at 401 N. Main Street.

G. Ordinance No. 6168, An Ordinance Amending the Special Use Permit Previously Granted by Ordinance 5299 for the Property at 475 Duane Street to Allow Residential Use of the First Floor and Basement.

H. Ordinance No. 6169-VC, An Ordinance to Amend Chapter 2 (General Offenses) of the Village Code regarding the Offense of Battery.

I. Ordinance No. 6170, An Ordinance Amending the Budget of the Village of Glen Ellyn for the Fiscal Year Ending April 30, 2013 to Provide Funds for Items Identified During the Year End Audit Process.

J. Motion to approve a construction contract with _____ for the 2013 Sidewalk, Curb and Concrete Street Rehabilitation Program, in the not-to-exceed amount of $_____ (including a ____% contingency) to be expensed to the Capital Projects Fund.

K. Motion to approve a Facade Improvement Grant in the amount of $529 to Made in Italy Trattoria located at 476 Forest Ave.

Trustee Friedberg requested that Item I: Ordinance 6170, An Ordinance Amending the Budget of the Village of Glen Ellyn for the Fiscal Year Ending April 30,2013 to Provide Funds for Items Identified During the Year End Audit Process be removed from the Consent Agenda for additional discussion.

Trustee O'Shea requested Item D: Motion to waive Section 10-4-17.2(B)25 (Promotional Activities), and Section 6-2-2.5 (Unnecessary Noises) of the Village Code and approve the Glenbard West Boosters Oktoberfest Fundraiser on October 19, 2013 located in the parking lot of 490 Pennsylvania Boulevard for additional discussion.

Trustee O'Shea made a motion to approve the Consent Agenda, excluding Item D and Item I. The motion was seconded by Trustee Ladesic.

Upon roll call, Trustees Clark, Friedberg, Ladesic and McGinley and O'Shea voted "Aye." Motion carried.

With regards to Consent Agenda Item D, Trustee O'Shea asked if the 7:00-10:30 p.m. timeframe for the event was too tight and why did the Village change this from 11:00 p.m. Assistant to the Village Manager Schrader responded that the music is permitted until 10:00p.m., while it is typical to stop serving alcohol 30 minutes prior to the end of the event, due to the proximity of the neighbors.

President Demos asked for Police Chief Norton's opinions. Chief Norton responded that a 10:00 p.m. ending time is more suited for the neighbors and that the event can always start earlier. Crowds at events where alcohol is served lose the family event perspective at 10:00 p.m. Prior Boards have given the Police Department the authority to monitor events such as this and let the Officer/Supervisor in charge make that determination.

President Demos suggested compromising to end liquor sales at 10:30 p.m. with lights out at 11:00 p.m.

Trustee O'Shea made a motion to waive Section 10-4-17.2(B)25 (Promotional Activities), and Section 6-2-2.5 (Unnecessary Noises) of the Village Code and approve the Glenbard West Boosters Oktoberfest Fundraiser on October 19,2013 located in the parking lot of 490 Pennsylvania Blvd. with the change in time to allow alcohol sales and music until 10:30 p.m. and with the event ending at 11:00 p.m. The motion was seconded by Trustee McGinley.

Upon roll call, Trustees Clark, Friedberg, Ladesic and McGinley and O'Shea voted "Aye." Motion carried.

Regarding Consent Agenda Item I: Ordinance No. 6170, An Ordinance Amending the Budget of the Village of Glen Ellyn for the Fiscal Year ending April 30, 2013 to provide Funds for Items Identified During the Year End Audit Process, Trustee Friedberg requested additional information.

President Demos asked that any future items pertaining to the Budget not be included in the Consent Agenda and be listed as separate Agenda items.
Trustee O'Shea made a motion to approve Ordinance No. 6170, An Ordinance Amending the Budget of the Village of Glen Ellyn for the Fiscal Year ending April 30, 2013 to provide Funds for Items Identified During the Year End Audit Process. The motion was seconded by Trustee Clark.

Upon roll call, Trustees Clark, Friedberg, Ladesic and McGinley and O'Shea voted "Aye." Motion carried.

Agenda Item 7 – Zoning Variation Request at 764 Lincoln Ave.

Planning and Development Director Staci Hulseberg presented information on a request by Mr. Kevin Williams for a variation from the Glen Ellyn Zoning Code to allow the construction of a one-story screen porch addition that will result in a lot coverage ratio of 22.6% in lieu of the maximum permitted lot coverage ratio of 20%.

On August 27, 2013 the Zoning Board of Appeals voted on a motion to recommend denial of the request variation which carried with (4) "yes" and (1) "no" vote.

Trustee O'Shea asked how many Board votes would be required; Village Attorney responded it would require a majority vote of all Board members present. Trustee O'Shea suggested tabling the matter. Trustee McGinley asked Director of Planning and Development Hulseberg for their opinion; Director Hulseberg respond that both she and Building and Zoning Official Kvapil were neutral.

Trustee Ladesic asked if a second story can later be built above the screen porch addition. Director Hulseberg responded the request can be amend to exclude additional add-ons.

President Demos drove by the home and is comfortable with the addition and believes this will not have an impact on the neighbors.

Mr. Kevin Williams, 764 Lincoln Ave., Glen Ellyn, the petitioner approached the Board. Mr. Williams appreciated the Board comments and stated his lot is unique. The home was built in 1891 when there where cottages and people visited Glen Ellyn for the springs. Mr. Williams is a 25 year resident, he loves the neighborhood and would not do anything to negatively impact his neighbors.

Trustee Freidberg stated does not want to see additional building. Director Hulseberg responded she can and that a second story above the porch would not be allowed, or that the porch be turned into a three season addition.

Trustee O'Shea made a motion to approve Ordinance No. 6171, An Ordinance approving a Variation from the Lot Coverage Area Requirements of the Zoning Code to Allow a Second Porch Addition for Property at 764 Lincoln Avenue. The motion was seconded by Trustee Clark.

Upon roll call, Trustees Clark, Friedberg, Ladesic and McGinley and O'Shea voted "Aye." Motion carried.

Agenda Item 8 - Newton Avenue Water Tower Maintenance Contract

Public Works Director Julius Hansen presented information on the recommendation to approve a Newton Avenue Water Tower Maintenance Contract.

Director Hansen and Project Coordinator Greenberg stated that Glen Ellyn Public Works Utilities Division recommends moving forward with plans to enter into a professional service agreement contract with Utility Services Company for services associated with maintaining the Newton Avenue Water Tower located at 69 Newton Ave. The Newton Avenue Tower is one of 2 steel potable water storage assets owned by the Village of Glen Ellyn. The second tank, (a 5000,000 gallon water spheroid) located on Cottage Ave. has been maintained since 2008 by Utility Service Company rendering favorable results via the same style procurement model contract that we propose approving for Newton Avenue Water Tower. The contract provides for a comprehensive renovation, engineering, maintenance, repair and water quality management service with Utility Service Company at a fixed annual cost with perpetual warranty.

Trustee O'Shea made a motion to Motion to approve the award of a five year contract to Utility Service Company of Perry, Georgia to paint the interior and exterior of the water tower, install a vortex style mixer and provide maintenance services and cleaning as needed at a cost of $135,260 per annum for five years, to be expensed to the Capital Projects Fund. The motion was seconded by Trustee Clark.

Upon roll call, Trustees Clark, Friedberg, Ladesic and McGinley and O'Shea voted "Aye." Motion carried.

Agenda Item 9 - the 2014 Street Resurfacing Project

Professional Engineer Bob Minix presented information on the 2014 Street Resurfacing Project, the Elm–Geneva Connectors–Cottage Project, and the Glenwood–Arbor–Ridgewood Improvements Project.

Engineer Minx presented information pertaining to approval of Engineering Service Agreements for (3) 2014 Street Improvement Projects:

A. 2014 Street Resurfacing Project: Pavia-Marting and Co.
B. Elm-Geneva Connectors-Cottage Improvements Project – URS Corporation
C. Glenwood-Arbor-Ridgewood Project – Hampton, Lenzini and Renwick

Trustee McGinley asked if any of the plans included widening streets. Engineer Minix responded that these are all local street that do not require widening.

Trustee O'Shea asked how ranking is determined. Engineer Minix responded that in the RFP consultants need to respond completely, very specifically and that the scope needs to be identified before.

Trustee Clark made a motion to:

A. Motion to approve an engineering services agreement with Pavia-Marting and Co. of Roselle, Illinois for design of roadway improvements associated with the 2014 Street Resurfacing Project, in the amount of $49,000 (including a 10% contingency) to be expensed to the Capital Projects Fund.

B. Motion to approve an engineering services agreement with URS Corporation of Chicago, Illinois for design of roadway and underground improvements associated with the Elm–Geneva Connectors–Cottage Improvements Project, in the amount of $88,000 (including a 10% contingency) to be expensed to the Water, Sanitary Sewer and Capital Projects Funds.

C. Motion to approve an engineering services agreement with Hampton, Lenzini and Renwick of Elgin, Illinois for design of roadway and underground improvements associated with the Glenwood–Arbor–Ridgewood Improvements Project, in the amount of $102,000 (including a 10% contingency) to be expensed to the Water, Sanitary Sewer and Capital Projects Funds.

The motion was seconded by Trustee O'Shea. Upon roll call, Trustees Clark, Friedberg, Ladesic and McGinley and O'Shea voted "Aye." Motion carried.

Agenda Item 10 - First Quarter 2013/14 Budget Report

Assistant Finance Director Christina Coyle presented information on the First Quarter 2013/14 Budget Report.

Assistant Finance Director Coyle stated that the Village's Comprehensive Annual Financial report (CAFR) is prepared yearly and is audited by an independent auditing firm. Included within this report is an analysis of the Village's performance against its budget. Any budget overages are required to be reported in the Required Supplementary Information.

Two issues can give rise to a budget overage. First, the Village's annual budget is created on the cash basis of accounting, whereby revenues and expenditures/expenses are budgeted for based on when the Village believes will receive or spend funds. The CAFR is prepared using an accrual basis of accounting. Accruals, a required part of the annual audited financial statements, can cause timing differences from our

cash basis budget. These timing differences can create budget differences. Second, the Village can have unbudgeted expenditures/expenses during the year which could also cause a budget overage.

For the CAFR to not include budget overages, the Village should ament the FY2013 budget to address any budget overages identified. In prior years, this budget was done shortly after year end. This year, we waited to ensure that all audit adjustments were included.

Agenda Item 11 – Reminders

The next Village Board Meeting is scheduled for Monday, October 14, 2013 at 7:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

Adjournment

At 8:29 p.m. Trustee McGinley moved and Trustee Ladesic seconded the motion to adjourn the meeting.

Respectfully submitted,

Catherine Galvin,
Village Clerk

A-6B 3

Approval of Vouchers
For the Village Board Meeting of October 14, 2013

EXPENDITURES:

Accounts Payable Warrant 0913-3	9/20/2013	$	313,802.43	
Accounts Payable Warrant 0913-4	9/27/2013	$	549,026.97	
Accounts Payable Warrant 0913-5	9/30/2013	$	38,165.75	
Accounts Payable Warrant 1013-1	10/4/2013	$	1,121,481.95	
Sub-Total		**$**	**2,022,477.10**	**Warrant Total $ 2,022,477.10**

PAYROLL EXPENDITURES	**September 20, 2013**	**October 4, 2013**	
Net Employee Payroll Checks	**$278,098.32**	**$266,413.62**	
Employee & Employer Payroll Deductions:			
Employee Deductions*	132,962.11	128,376.81	
IMRF - Employer contribution	23,961.70	24,348.31	
Social Security/Medicare Tax Withheld - Employer portion	23,081.35	22,232.44	
Total Payroll	**$ 458,103.48**	**$ 441,371.18**	**$ 899,474.66**

GRAND TOTAL $ 2,921,951.76

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

WARRANT: 0913-3 TO FISCAL 2014/05 05/01/2013 TO 04/30/2014

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
6	A. MCGURR, LTD.										
	43556	08/26/13			208827	P	09/20/13	143100	521055	PROFESSIONAL SERVICES - O	203.00
	INVOICE:	130801									
	VENDOR TOTALS		203.00 YTD INVOICED						203.00 YTD PAID		203.00
13	ACCURATE OFFICE SUPPLY CO.										
	43558	08/06/13			208828	P	09/20/13	134000	520600	DUES-SUBSCRIPTIONS-REG FE	13.87
	INVOICE:	254923									
	43559	08/22/13			208828	P	09/20/13	134000	520600	DUES-SUBSCRIPTIONS-REG FE	13.87
	INVOICE:	256674									
	VENDOR TOTALS		64.08 YTD INVOICED						64.08 YTD PAID		27.74
7645	ACRES ENTERPRISES, INC										
	43563	08/31/13		20140004	208829	P	09/20/13	121610	520970	MAINTENANCE-BUILDING & GR	561.69
	INVOICE:	AEI_0160948									
	43563	08/31/13		20140004	208829	P	09/20/13	135000	520970	MAINTENANCE-BUILDING & GR	280.84
	INVOICE:	AEI_0160948									
	43563	08/31/13		20140004	208829	P	09/20/13	143200	520970	MAINTENANCE-BUILDING & GR	5,523.20
	INVOICE:	AEI_0160948									
	43563	08/31/13		20140004	208829	P	09/20/13	50100	520970	MAINTENANCE-BUILDING & GR	1,029.75
	INVOICE:	AEI_0160948									
	43563	08/31/13		20140004	208829	P	09/20/13	53000	520970	MAINTENANCE-BUILDING & GR	1,965.89
	INVOICE:	AEI_0160948									
	VENDOR TOTALS		46,026.15 YTD INVOICED						46,026.15 YTD PAID		9,361.37
8181	MWSTAR WASTE HOLDINGS CORPORATION										
	43562	08/31/13			208830	P	09/20/13	143200	521115	LANDFILL FEES	383.87
	INVOICE:	TB0000011685									
	VENDOR TOTALS		5,709.25 YTD INVOICED						6,476.71 YTD PAID		383.87
6381	AFFILIATED CUSTOMER SERVICE, INC										
	43640	05/31/13			208831	P	09/20/13	121300	520970	MAINTENANCE-BUILDING & GR	465.00
	INVOICE:	S84822									
	VENDOR TOTALS		465.00 YTD INVOICED						465.00 YTD PAID		465.00
5574	AFTERMATH, INC.										
	43643	09/12/13			208832	P	09/20/13	134000	521055	PROFESSIONAL SERVICES - O	105.00
	INVOICE:	JC2013-1586									
	43644	09/06/13			208832	P	09/20/13	134000	521055	PROFESSIONAL SERVICES - O	105.00
	INVOICE:	JC2013-1120									
	VENDOR TOTALS		420.00 YTD INVOICED						420.00 YTD PAID		210.00
43	AMERICAN PLANNING ASSOC										
	43560	09/16/13			208834	P	09/20/13	126000	520620	EMPLOYEE EDUCATION	15.00
	INVOICE:	91713									

WARRANT: 0913-3 TO FISCAL 2014/05 05/01/2013 TO 04/30/2014

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
43561	09/16/13			208833	P	09/20/13	126000	520620	EMPLOYEE EDUCATION	43.00
INVOICE: 91713-1										
VENDOR TOTALS		101.00 YTD INVOICED						101.00 YTD PAID		58.00
5034 AZAVAR AUDIT SOLUTIONS, INC.										
43641	08/28/13			208835	P	09/20/13	40000	521055	PROFESSIONAL SERVICES - O	54.10
INVOICE: 9650										
43642	09/01/13			208835	P	09/20/13	40000	521055	PROFESSIONAL SERVICES - O	54.10
INVOICE: 9651										
VENDOR TOTALS		247.80 YTD INVOICED						247.80 YTD PAID		108.20
6832 POWER UP BATTERIES LLC										
43567	09/13/13			208836	P	09/20/13	121400	570110	COMPUTER EQUIPMENT/PROJEC	132.00
INVOICE: 487-233599										
43645	09/10/13			208836	P	09/20/13	121600	520970	MAINTENANCE-BUILDING & GR	51.80
INVOICE: 487-233504										
VENDOR TOTALS		1,457.65 YTD INVOICED						1,457.65 YTD PAID		183.80
7883 M.A./L.M. BATZ										
43737	09/18/13			208837	P	09/20/13	1000	420400	BUILDING PERMITS	30.00
INVOICE: 91913										
VENDOR TOTALS		30.00 YTD INVOICED						30.00 YTD PAID		30.00
4874 BAXTER & WOODMAN, INC.										
43647	08/28/13		20140019	208838	P	09/20/13	40000	580160 13004	STREET IMPROVEMENTS	36,711.26
INVOICE: 170231										
43647	08/28/13		20140019	208838	P	09/20/13	50100	580100 13004	CAPITAL IMPROVEMENTS	16,000.00
INVOICE: 170231										
43647	08/28/13		20140019	208838	P	09/20/13	50200	580100 13004	CAPITAL IMPROVEMENTS	7,000.00
INVOICE: 170231										
VENDOR TOTALS		129,457.42 YTD INVOICED						129,457.42 YTD PAID		59,711.26
82 BELL FUELS, INC.										
43564	09/03/13			208839	P	09/20/13	55710	530300	GAS AND OIL	1,084.53
INVOICE: 194946										
43565	09/03/13			208839	P	09/20/13	55710	530300	GAS AND OIL	1,000.00
INVOICE: 194945										
43565	09/03/13			208839	P	09/20/13	55780	530300	GAS AND OIL	1,647.51
INVOICE: 194945										
VENDOR TOTALS		30,596.41 YTD INVOICED						30,596.41 YTD PAID		3,732.04
1003 BURNS & MCDONNELL ENGINEERING CO.										
43566	08/27/13		20130017	208840	P	09/20/13	40000	580160 13002	STREET IMPROVEMENTS	4,219.49
INVOICE: 68035-10										

WARRANT: 0913-3 TO FISCAL 2014/05 05/01/2013 TO 04/30/2014

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	35,633.39 YTD INVOICED						35,633.39 YTD PAID			4,219.49
8477	CARDIAC SCIENCE CORPORATION										
	43648	07/30/13			208841	P	09/20/13	134000	520936	SEIZED PROPERTY EXPENSES	12,841.36
	INVOICE:	1581617									
	VENDOR TOTALS	12,841.36 YTD INVOICED						12,841.36 YTD PAID			12,841.36
128	CARQUEST AUTO PARTS OF WHEATON IL, INC										
	43652	08/14/13			208842	P	09/20/13	134000	520936	SEIZED PROPERTY EXPENSES	177.19
	INVOICE:	1603-164926									
	43653	08/14/13			208842	P	09/20/13	134000	520936	SEIZED PROPERTY EXPENSES	-34.00
	INVOICE:	1603-164934									
	43654	08/30/13			208842	P	09/20/13	50100	530225	SAFETY SUPPLIES	32.55
	INVOICE:	1603-165717									
	43655	08/01/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	7.64
	INVOICE:	1603-164323									
	43656	08/02/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	12.21
	INVOICE:	1603-164391									
	43657	08/02/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	15.38
	INVOICE:	1603-164395									
	43658	08/02/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	7.56
	INVOICE:	1603-164396									
	43659	08/05/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	-13.42
	INVOICE:	1603-164474									
	43660	08/05/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	13.42
	INVOICE:	1603-164468									
	43661	08/05/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	5.33
	INVOICE:	1603-164473									
	43662	08/05/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	120.08
	INVOICE:	1603-164503									
	43663	08/05/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	634.01
	INVOICE:	1603-164478									
	43664	08/08/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	-193.56
	INVOICE:	1603-164666									
	43665	08/08/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	9.01
	INVOICE:	1603-164648									
	43666	08/12/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	5.24
	INVOICE:	1603-164798									
	43667	08/13/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	129.98
	INVOICE:	1603-164853									
	43668	08/19/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	-7.69
	INVOICE:	1603-165099									
	43669	08/19/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	66.34
	INVOICE:	1603-165096									
	43670	08/19/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	28.89
	INVOICE:	1603-165098									
	43671	08/20/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	26.20
	INVOICE:	1603-165187									
	43672	08/21/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	5.24

WARRANT: 0913-3 TO FISCAL 2014/05 05/01/2013 TO 04/30/2014

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 1603-165236										
	43673	08/21/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	18.71
	INVOICE: 1603-165251										
	43674	08/21/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	37.42
	INVOICE: 1603-165272										
	43675	08/23/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	67.57
	INVOICE: 1603-165365										
	43676	08/30/13			208842	P	09/20/13	65000	530310	PARTS PURCHASED	15.26
	INVOICE: 1603-165696										
	VENDOR TOTALS		5,783.85 YTD INVOICED						5,783.85 YTD PAID		1,186.56
673	PAHCS II										
	43573	09/03/13			208843	P	09/20/13	60000	520870	RISK MANAGEMENT	106.40
	INVOICE: 146265										
	VENDOR TOTALS		3,537.52 YTD INVOICED						3,537.52 YTD PAID		106.40
2952	CHICAGO INT'L TRUCKS										
	43649	09/10/13			208844	P	09/20/13	65000	530310	PARTS PURCHASED	452.98
	INVOICE: 16108990										
	43650	09/16/13			208844	P	09/20/13	65000	530310	PARTS PURCHASED	-204.82
	INVOICE: CM6108990										
	VENDOR TOTALS		7,353.50 YTD INVOICED						7,353.50 YTD PAID		248.16
6043	CHICAGO PARTS & SOUND LLC										
	43571	09/10/13			208845	P	09/20/13	65000	530310	PARTS PURCHASED	64.91
	INVOICE: 543236										
	VENDOR TOTALS		4,348.64 YTD INVOICED						4,465.22 YTD PAID		64.91
1207	CIVILTECH ENGINEERING, INC.										
	43569	08/01/13			208846	P	09/20/13	40000	580155 11001	SIDEWALK IMPROVEMENTS	1,463.40
	INVOICE: 41107										
	VENDOR TOTALS		41,769.25 YTD INVOICED						41,769.25 YTD PAID		1,463.40
6831	CLARK BAIRD SMITH LLP/FKA-SGDB LAWFIRM LLP										
	43574	09/04/13			208847	P	09/20/13	121200	520701	LEGAL - HUMAN RESOURCES	1,653.75
	INVOICE: 3622										
	VENDOR TOTALS		5,805.00 YTD INVOICED						5,805.00 YTD PAID		1,653.75
171	COCA-COLA REFRESHMENTS USA INC										
	43572	09/05/13			208848	P	09/20/13	55730	530405	BEVERAGES/RESALE	345.80
	INVOICE: 2268287221										
	VENDOR TOTALS		6,746.99 YTD INVOICED						6,746.99 YTD PAID		345.80
189	COUNTRYSIDE WELDING INC										

WARRANT: 0913-3 TO FISCAL 2014/05 05/01/2013 TO 04/30/2014

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	43570	09/10/13			208849	P	09/20/13	50200	520975	MAINTENANCE-EQUIPMENT	65.00
	INVOICE: 12549										
	VENDOR TOTALS		65.00 YTD INVOICED						65.00 YTD PAID		65.00
7757	CHRISTINA COYLE										
	43568	09/13/13			208850	P	09/20/13	122000	520625	TRAVEL	157.21
	INVOICE: ER091713										
	VENDOR TOTALS		551.11 YTD INVOICED						551.11 YTD PAID		157.21
204	DAILY HERALD										
	43577	09/05/13			208851	P	09/20/13	121200	520140	VILLAGE COMMISSIONS	133.40
	INVOICE: T4351113										
	VENDOR TOTALS		2,669.85 YTD INVOICED						4,846.80 YTD PAID		133.40
932	WALTER DEUCHLER ASSOCIATES INC										
	43638	08/31/13		20100041	208852	P	09/20/13	40000	580100	CONSTRUCTION PROJECTS	2,019.11
	INVOICE: 27564										
	VENDOR TOTALS		5,208.11 YTD INVOICED						5,208.11 YTD PAID		2,019.11
225	THE DIRECT RESPONSE RESOURCE, INC.										
	43575	09/09/13			208853	P	09/20/13	50100	521055	PROFESSIONAL SERVICES - O	1,238.31
	INVOICE: 13-GE-09										
	43575	09/09/13			208853	P	09/20/13	50200	521055	PROFESSIONAL SERVICES - O	1,201.89
	INVOICE: 13-GE-09										
	43575	09/09/13			208853	P	09/20/13	54000	521055	PROFESSIONAL SERVICES - O	1,201.90
	INVOICE: 13-GE-09										
	43576	09/09/13			208853	P	09/20/13	50100	520900	POSTAGE & SHIPPING	3,400.00
	INVOICE: GE13-3										
	43576	09/09/13			208853	P	09/20/13	50200	520900	POSTAGE & SHIPPING	3,300.00
	INVOICE: GE13-3										
	43576	09/09/13			208853	P	09/20/13	54000	520900	POSTAGE & SHIPPING	3,300.00
	INVOICE: GE13-3										
	VENDOR TOTALS		32,216.11 YTD INVOICED						32,216.11 YTD PAID		13,642.10
243	DUMEG										
	43639	09/09/13			208826	P	09/19/13	134000	521055	PROFESSIONAL SERVICES - O	20,280.00
	INVOICE: 91913										
	VENDOR TOTALS		20,280.00 YTD INVOICED						20,280.00 YTD PAID		20,280.00
1279	DUPAGE COUNTY CHIEFS OF POLICE ASSN										
	43555	09/17/13			208825	P	09/17/13	134000	520600	DUES-SUBSCRIPTIONS-REG FE	25.00
	INVOICE: 91713										
	VENDOR TOTALS		75.00 YTD INVOICED						75.00 YTD PAID		25.00

WARRANT: 0913-3 TO FISCAL 2014/05 05/01/2013 TO 04/30/2014

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
250	DUPAGE COUNTY PUBLIC WORKS										
	43678	09/11/13			208854	P	09/20/13	50100	521200	UTILITIES	19.83
	INVOICE: 43678										
	VENDOR TOTALS		51.54 YTD INVOICED						51.54 YTD PAID		19.83
5827	DUPAGE DODGE CHRYSLER JEEP										
	43677	09/16/13			208855	P	09/20/13	65000	530310	PARTS PURCHASED	56.98
	INVOICE: 38579										
	VENDOR TOTALS		189.50 YTD INVOICED						189.50 YTD PAID		56.98
7369	DUPAGE RIVER SALT CREEK WORKGROUP										
	43739	09/20/13			208857	P	09/20/13	143200	520620	EMPLOYEE EDUCATION	175.00
	INVOICE: 92013										
	43739	09/20/13			208857	P	09/20/13	50100	520620	EMPLOYEE EDUCATION	35.00
	INVOICE: 92013										
	43739	09/20/13			208857	P	09/20/13	50200	520620	EMPLOYEE EDUCATION	35.00
	INVOICE: 92013										
	43740	09/20/13			208856	P	09/20/13	143200	520620	EMPLOYEE EDUCATION	75.00
	INVOICE: 92013-1										
	43740	09/20/13			208856	P	09/20/13	50100	520620	EMPLOYEE EDUCATION	25.00
	INVOICE: 92013-1										
	43740	09/20/13			208856	P	09/20/13	50200	520620	EMPLOYEE EDUCATION	25.00
	INVOICE: 92013-1										
	VENDOR TOTALS		2,611.00 YTD INVOICED						2,611.00 YTD PAID		370.00
283	ENGINEERING RESOURCE ASSOC INC										
	43681	08/15/13		20140020	208858	P	09/20/13	40000	580160 13005	2013 STREET IMPROV	21,921.97
	INVOICE: 130604.01										
	43681	08/15/13		20140020	208858	P	09/20/13	50100	580100 13005	2013 STREET IMPROVEMENTS	7,000.00
	INVOICE: 130604.01										
	43681	08/15/13		20140020	208858	P	09/20/13	50200	580100 13005	2013 STREET IMPROVEMENTS	3,000.00
	INVOICE: 130604.01										
	VENDOR TOTALS		44,364.23 YTD INVOICED						46,557.33 YTD PAID		31,921.97
1711	ERNIE'S TOWING SERVICE										
	43680	09/15/13			208859	P	09/20/13	134000	520936	SEIZED PROPERTY EXPENSES	140.00
	INVOICE: E101439										
	VENDOR TOTALS		280.00 YTD INVOICED						280.00 YTD PAID		140.00
291	EUCLID BEVERAGE, LTD										
	43578	09/06/13			208860	P	09/20/13	55730	530400	BEER AND WINE	347.50
	INVOICE: 8177912069										
	43579	09/04/13			208860	P	09/20/13	55730	530400	BEER AND WINE	1,617.60
	INVOICE: 8177912048										
	43679	09/11/13			208860	P	09/20/13	55730	530400	BEER AND WINE	1,426.40
	INVOICE: 8177912090										

WARRANT: 0913-3 TO FISCAL 2014/05 05/01/2013 TO 04/30/2014

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
VENDOR TOTALS	27,499.95 YTD INVOICED						28,876.65 YTD PAID			3,391.50
1726 BRIDGESTONE RETAIL OPERATIONS, LLC										
43580	09/11/13			208861	P	09/20/13	65000	530315	TIRES	667.64
INVOICE:	198485									
43580	09/11/13			208861	P	09/20/13	65000	521180	REPAIRS-CONTRACTUAL/LABOR	50.00
INVOICE:	198485									
43581	09/10/13			208861	P	09/20/13	65000	521180	REPAIRS-CONTRACTUAL/LABOR	85.00
INVOICE:	198463									
43683	09/17/13			208861	P	09/20/13	65000	530315	TIRES	319.76
INVOICE:	198704									
43683	09/17/13			208861	P	09/20/13	65000	521180	REPAIRS-CONTRACTUAL/LABOR	50.00
INVOICE:	198704									
VENDOR TOTALS	4,925.49 YTD INVOICED						4,925.49 YTD PAID			1,172.40
2715 F & P ASSOCIATES, INC										
43682	05/06/13			208862	P	09/20/13	121300	520970	MAINTENANCE-BUILDING & GR	318.11
INVOICE:	1003242									
VENDOR TOTALS	318.11 YTD INVOICED						318.11 YTD PAID			318.11
324 FULTON TECHNOLOGIES, INC.										
43582	09/10/13			208863	P	09/20/13	143200	520915	ESDA EXPENSE	1,978.06
INVOICE:	U-20130802									
VENDOR TOTALS	2,440.50 YTD INVOICED						2,440.50 YTD PAID			1,978.06
6961 GFS MARKETPLACE LLC										
43584	09/07/13			208864	P	09/20/13	55730	530410	DRY GOODS	16.98
INVOICE:	770136367									
43584	09/07/13			208864	P	09/20/13	55730	530405	BEVERAGES/RESALE	27.99
INVOICE:	770136367									
43584	09/07/13			208864	P	09/20/13	55730	530105	OPERATING SUPPLIES	52.64
INVOICE:	770136367									
VENDOR TOTALS	511.82 YTD INVOICED						560.78 YTD PAID			97.61
4739 GORDON FOOD SERVICE, INC.										
43583	09/04/13			208865	P	09/20/13	55730	530420	FOOD/RESALE	786.69
INVOICE:	153059360									
43583	09/04/13			208865	P	09/20/13	55720	530105	OPERATING SUPPLIES	151.90
INVOICE:	153059360									
43583	09/04/13			208865	P	09/20/13	55730	530410	DRY GOODS	15.85
INVOICE:	153059360									
43684	09/11/13			208865	P	09/20/13	55730	530410	DRY GOODS	99.15
INVOICE:	153165880									
43684	09/11/13			208865	P	09/20/13	55730	530420	FOOD/RESALE	258.42
INVOICE:	153165880									

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS	11,910.68 YTD INVOICED						12,477.08 YTD PAID		1,312.01
1591 HOTSY OF CHICAGO, INC.									
43691	09/16/13			208866	P	09/20/13	143200	580110 EQUIPMENT/CAPITAL OUTLAY	9,155.00
INVOICE: 39300									
VENDOR TOTALS	10,104.27 YTD INVOICED						10,104.27 YTD PAID		9,155.00
6405 HIGHLAND BAKING CO									
43585	09/09/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	281.32
INVOICE: 545636									
43586	09/07/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	137.31
INVOICE: 544777									
43587	09/06/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	256.35
INVOICE: 544106									
43588	09/04/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	125.65
INVOICE: 543034									
43589	09/03/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	165.97
INVOICE: 542601									
43590	08/24/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	232.51
INVOICE: 538345									
43591	08/20/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	149.98
INVOICE: 536186									
43685	09/11/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	17.88
INVOICE: 546452									
43686	09/12/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	48.73
INVOICE: 547057									
43687	09/16/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	36.34
INVOICE: 548796									
43688	09/05/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	114.70
INVOICE: 543693									
43689	09/14/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	298.63
INVOICE: 548482									
43690	09/13/13			208867	P	09/20/13	55730	530420 FOOD/RESALE	110.45
INVOICE: 547665									
VENDOR TOTALS	7,975.31 YTD INVOICED						8,729.19 YTD PAID		1,975.82
5988 HR SIMPLIFIED									
43592	08/08/13			208868	P	09/20/13	60000	520895 INSURANCE-HOSPITAL,GROUP	165.00
INVOICE: 36154									
VENDOR TOTALS	750.00 YTD INVOICED						750.00 YTD PAID		165.00
419 ILLINOIS MUNICIPAL LEAGUE									
43596	08/21/13			208869	P	09/20/13	121200	520615 RECRUITING AND TESTING	20.00
INVOICE: 22292-IN									
VENDOR TOTALS	140.00 YTD INVOICED						140.00 YTD PAID		20.00

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
420 ILLINOIS PAPER COMPANY										
43593	09/11/13			208870	P	09/20/13	121100	530100	OFFICE SUPPLIES	16.00
INVOICE: IN68618										
43593	09/11/13			208870	P	09/20/13	121200	530100	OFFICE SUPPLIES	89.60
INVOICE: IN68618										
43593	09/11/13			208870	P	09/20/13	121300	530100	OFFICE SUPPLIES	16.00
INVOICE: IN68618										
43593	09/11/13			208870	P	09/20/13	122000	530100	OFFICE SUPPLIES	16.00
INVOICE: IN68618										
43593	09/11/13			208870	P	09/20/13	134000	530100	OFFICE SUPPLIES	89.60
INVOICE: IN68618										
43593	09/11/13			208870	P	09/20/13	126000	530100	OFFICE SUPPLIES	89.60
INVOICE: IN68618										
43593	09/11/13			208870	P	09/20/13	126500	530100	OFFICE SUPPLIES	3.20
INVOICE: IN68618										
VENDOR TOTALS		3,249.00	YTD INVOICED					3,249.00	YTD PAID	320.00
422 ILLINOIS SECRETARY OF STATE										
43692	09/16/13			208871	P	09/20/13	134000	520936	SEIZED PROPERTY EXPENSES	95.00
INVOICE: 91913										
43693	09/16/13			208872	P	09/20/13	134000	520936	SEIZED PROPERTY EXPENSES	95.00
INVOICE: 91913-1										
VENDOR TOTALS		949.00	YTD INVOICED					949.00	YTD PAID	190.00
426 ILLINOIS STATE POLICE										
43594	07/31/13			208873	P	09/20/13	121100	521055	PROFESSIONAL SERVICES - O	189.00
INVOICE: 91713										
43595	08/31/13			208873	P	09/20/13	121100	521055	PROFESSIONAL SERVICES - O	31.50
INVOICE: 91713-1										
43738	06/30/13			208873	P	09/20/13	121100	521055	PROFESSIONAL SERVICES - O	126.00
INVOICE: 91713-2										
VENDOR TOTALS		1,478.50	YTD INVOICED					1,478.50	YTD PAID	346.50
5573 J.G. UNIFORMS, INC.										
43598	08/06/13			208874	P	09/20/13	134000	530445	UNIFORMS	345.90
INVOICE: 31440										
43599	08/06/13			208874	P	09/20/13	134000	530445	UNIFORMS	261.90
INVOICE: 31438										
VENDOR TOTALS		2,062.56	YTD INVOICED					2,062.56	YTD PAID	607.80
1127 JAMES J BENES AND ASSOCIATES, INC.										
43597	07/31/13			208875	P	09/20/13	40000	580155	SIDEWALK IMPROVEMENTS	165.97
INVOICE: 1433.000-2										
VENDOR TOTALS		12,463.94	YTD INVOICED					12,463.94	YTD PAID	165.97
3908 KELLY & STEVE KEOGH										

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	43557	08/02/13			208876	P	09/20/13	40000	580160 12001	STREET IMPROVEMENTS	675.00
	INVOICE: 91713										
	VENDOR TOTALS		675.00 YTD INVOICED						675.00 YTD PAID		675.00
6828	KPRG AND ASSOCIATES, INC										
	43600	09/04/13			208877	P	09/20/13	50100	520985	MAINTENANCE-R.O.W.	399.10
	INVOICE: 8889										
	43600	09/04/13			208877	P	09/20/13	50200	520985	MAINTENANCE-R.O.W.	399.10
	INVOICE: 8889										
	43601	08/12/13			208877	P	09/20/13	50100	520985	MAINTENANCE-R.O.W.	1,204.63
	INVOICE: 8849										
	VENDOR TOTALS		4,115.23 YTD INVOICED						4,115.23 YTD PAID		2,002.83
2922	LEXISNEXIS RISK DATA MANAGEMENT, INC										
	43695	08/31/13			208878	P	09/20/13	134000	521055	PROFESSIONAL SERVICES - O	2.00
	INVOICE: 1224150-20130831										
	VENDOR TOTALS		72.05 YTD INVOICED						72.05 YTD PAID		2.00
567	MAIL N STUFF										
	43696	07/22/13			208879	P	09/20/13	121300	530105	OPERATING SUPPLIES	13.70
	INVOICE: 279185										
	VENDOR TOTALS		13.70 YTD INVOICED						13.70 YTD PAID		13.70
601	PACE SYSTEMS INC										
	43702	09/12/13			208880	P	09/20/13	121400	520975	MAINTENANCE-EQUIPMENT	1,139.74
	INVOICE: IN00002573										
	VENDOR TOTALS		1,139.74 YTD INVOICED						3,820.74 YTD PAID		1,139.74
8476	JULIE MINTEER										
	43603	09/12/13			208881	P	09/20/13	1000	480200	PARKWAY REFORESTATION	85.00
	INVOICE: 91713										
	VENDOR TOTALS		85.00 YTD INVOICED						85.00 YTD PAID		85.00
6802	BRIAN/CAROL MURRAY										
	43602	09/13/13			208882	P	09/20/13	100	240100	ESCROWS - DEVELOPER DEPOS	1,000.00
	INVOICE: 20121146										
	VENDOR TOTALS		1,000.00 YTD INVOICED						1,000.00 YTD PAID		1,000.00
8136	NATIONAL PEN CO, LLC										
	43604	09/02/13			208883	P	09/20/13	134000	530105	OPERATING SUPPLIES	329.40
	INVOICE: 107020189										
	VENDOR TOTALS		329.40 YTD INVOICED						329.40 YTD PAID		329.40

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
3471	NFC CO. INC.										
	43697	09/11/13			208884	P	09/20/13	55730	530105	OPERATING SUPPLIES	115.00
	INVOICE: 13979										
	VENDOR TOTALS		593.00 YTD INVOICED						708.00 YTD PAID		115.00
651	NORTHERN ILLINOIS GAS COMPANY										
	43735	06/21/13			11958	W	09/19/13	55710	521200	UTILITIES	-104.26
	INVOICE: 43735										
	VENDOR TOTALS		17,300.62 YTD INVOICED						17,450.22 YTD PAID		-104.26
738	RAY O'HERRON CO. INC.										
	43618	08/14/13			208885	P	09/20/13	134000	530445	UNIFORMS	164.99
	INVOICE: 1324556-IN										
	VENDOR TOTALS		8,732.09 YTD INVOICED						8,732.09 YTD PAID		164.99
670	DAVID B COULTER										
	43605	08/30/13			208886	P	09/20/13	40000	580160 12001	STREET IMPROVEMENTS	77.50
	INVOICE: 91713										
	43605	08/30/13			208886	P	09/20/13	50100	580100 13004	CAPITAL IMPROVEMENTS	200.00
	INVOICE: 91713										
	43605	08/30/13			208886	P	09/20/13	50200	580100 13004	CAPITAL IMPROVEMENTS	100.00
	INVOICE: 91713										
	43605	08/30/13			208886	P	09/20/13	40000	580160 13004	STREET IMPROVEMENTS	494.38
	INVOICE: 91713										
	43605	08/30/13			208886	P	09/20/13	50100	580100 13005	2013 STREET IMPROVEMENTS	200.00
	INVOICE: 91713										
	43605	08/30/13			208886	P	09/20/13	40000	580160 13005	2013 STREET IMPROV	342.50
	INVOICE: 91713										
	VENDOR TOTALS		3,565.02 YTD INVOICED						3,565.02 YTD PAID		1,414.38
2670	PACE SUBURBAN BUS										
	43611	09/06/13			208887	P	09/20/13	121500	520500	SENIOR TRANSPORTATION	2,702.52
	INVOICE: 283380										
	VENDOR TOTALS		18,212.36 YTD INVOICED						20,556.67 YTD PAID		2,702.52
677	PALATINE OIL CO., INC.										
	43607	09/06/13			208888	P	09/20/13	65000	530300	GAS AND OIL	24,616.66
	INVOICE: 7037436										
	VENDOR TOTALS		105,658.42 YTD INVOICED						105,658.42 YTD PAID		24,616.66
693	PERKINS, PRYDE & KENNEDY ARCHITECTS PC										
	43610	08/01/13		20120039	208889	P	09/20/13	55700	570100	BUILDINGS	825.00
	INVOICE: 2013-2136										

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	22,523.41 YTD INVOICED						22,523.41 YTD PAID		825.00
6994	PITNEY BOWES, INC									
	43606	09/13/13			208890	P	09/20/13	122000	520975 MAINTENANCE-EQUIPMENT	435.00
	INVOICE: 3971413-SP13									
	VENDOR TOTALS	1,130.04 YTD INVOICED						1,130.04 YTD PAID		435.00
8479	POINT EMBLEMS									
	43698	08/22/13			208891	P	09/20/13	134000	530105 OPERATING SUPPLIES	290.00
	INVOICE: 2592									
	VENDOR TOTALS	290.00 YTD INVOICED						290.00 YTD PAID		290.00
8440	THOMAS W POPE									
	43609	09/13/13			208892	P	09/20/13	55730	520904 ENTERTAINMENT	400.00
	INVOICE: 91713									
	VENDOR TOTALS	750.00 YTD INVOICED						1,150.00 YTD PAID		400.00
715	PRESCIENT DEVELOPMENT, INC.									
	43608	09/09/13			208893	P	09/20/13	121400	521055 PROFESSIONAL SERVICES - O	2,750.00
	INVOICE: 913002W									
	VENDOR TOTALS	2,750.00 YTD INVOICED						2,750.00 YTD PAID		2,750.00
5678	PRIORITY PRODUCTS, INC									
	43703	09/10/13			208894	P	09/20/13	65000	530105 OPERATING SUPPLIES	67.35
	INVOICE: 833015									
	VENDOR TOTALS	67.35 YTD INVOICED						67.35 YTD PAID		67.35
6552	PROVANTAGE CORPORATION									
	43699	09/09/13			208895	P	09/20/13	121400	570110 COMPUTER EQUIPMENT/PROJEC	44.00
	INVOICE: 6815928									
	43700	09/09/13			208895	P	09/20/13	121400	570110 COMPUTER EQUIPMENT/PROJEC	16.00
	INVOICE: 6816375									
	43701	09/11/13			208895	P	09/20/13	122000	530105 OPERATING SUPPLIES	73.00
	INVOICE: 6819847									
	VENDOR TOTALS	11,135.05 YTD INVOICED						11,943.05 YTD PAID		133.00
735	RADCO COMMUNICATIONS, INC.									
	43705	09/13/13			208896	P	09/20/13	65000	530310 PARTS PURCHASED	44.50
	INVOICE: 79232									
	VENDOR TOTALS	1,468.41 YTD INVOICED						1,468.41 YTD PAID		44.50
6514	REPUBLIC SERVICES, INC.									
	43612	08/31/13			208897	P	09/20/13	540	150100 BFI STICKER INVENTORY - R	2,400.00

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 551-010360346										
	43612	08/31/13			208897	P	09/20/13	540 150110		BFI STICKER INVENTORY - Y	12,000.00
	INVOICE: 551-010360346										
	VENDOR TOTALS		561,172.51 YTD INVOICED					561,172.51 YTD PAID			14,400.00
751	ALBUM FRAMES COM INC										
	43616	09/10/13			208898	P	09/20/13	143200 580110		EQUIPMENT/CAPITAL OUTLAY	1,029.00
	INVOICE: 17047										
	VENDOR TOTALS		1,154.00 YTD INVOICED					1,154.00 YTD PAID			1,029.00
761	RONNOCO HOLDINGS, INC										
	43704	09/09/13			208899	P	09/20/13	55730 530405		BEVERAGES/RESALE	341.78
	INVOICE: 764252324										
	VENDOR TOTALS		2,458.70 YTD INVOICED					3,094.34 YTD PAID			341.78
762	ROSCOE COMPANY										
	43617	09/10/13			208900	P	09/20/13	65000 521125		LEASED EQUIPMENT	96.45
	INVOICE: 1272172										
	43617	09/10/13			208900	P	09/20/13	143100 520970		MAINTENANCE-BUILDING & GR	29.15
	INVOICE: 1272172										
	VENDOR TOTALS		1,264.70 YTD INVOICED					1,390.30 YTD PAID			125.60
765	RUSS'S PLUMBING & SEWER INC										
	43613	08/12/13			208901	P	09/20/13	50100 521055		PROFESSIONAL SERVICES - O	308.00
	INVOICE: 2553										
	43614	09/10/13			208901	P	09/20/13	50200 580100	13004	CAPITAL IMPROVEMENTS	400.00
	INVOICE: 2602										
	43615	08/20/13			208901	P	09/20/13	50200 580100	13004	CAPITAL IMPROVEMENTS	306.00
	INVOICE: 2572										
	VENDOR TOTALS		1,014.00 YTD INVOICED					1,014.00 YTD PAID			1,014.00
6093	SCHAMBERGER BROTHERS, INC										
	43623	09/04/13			208902	P	09/20/13	55730 530400		BEER AND WINE	335.95
	INVOICE: 2242										
	43714	09/17/13			208902	P	09/20/13	55730 530400		BEER AND WINE	654.80
	INVOICE: 2506										
	43715	09/11/13			208902	P	09/20/13	55730 530400		BEER AND WINE	391.15
	INVOICE: 2392										
	VENDOR TOTALS		7,683.95 YTD INVOICED					8,119.35 YTD PAID			1,381.90
794	THE SIDWELL COMPANY										
	43628	07/25/13			208903	P	09/20/13	143100 520905		PRINTING	295.50
	INVOICE: 93334										

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		295.50 YTD INVOICED					295.50 YTD PAID		295.50
795	SIKICH LLP									
	43719	08/22/13		20130063	208904	P	09/20/13	122000	520825 AUDIT	26,400.00
	INVOICE: 166574									
	VENDOR TOTALS		33,900.00 YTD INVOICED					33,900.00 YTD PAID		26,400.00
3571	HARRY C SMITH LTD									
	43718	09/11/13			208905	P	09/20/13	134000	520705 LEGAL - PROSECUTORIAL SER	6,913.50
	INVOICE: 16408									
	VENDOR TOTALS		32,532.50 YTD INVOICED					32,532.50 YTD PAID		6,913.50
1379	SOUTHERN WINE & SPIRITS OF ILLINOIS									
	43624	09/03/13			208906	P	09/20/13	55730	530401 WINE	728.00
	INVOICE: 9467956									
	43624	09/03/13			208906	P	09/20/13	55730	530402 SPIRITS	460.75
	INVOICE: 9467956									
	43625	09/05/13			208906	P	09/20/13	55730	530401 WINE	147.00
	INVOICE: 9473870									
	43625	09/05/13			208906	P	09/20/13	55730	530402 SPIRITS	385.24
	INVOICE: 9473870									
	43626	09/04/13			208906	P	09/20/13	55730	530401 WINE	353.00
	INVOICE: 9469586									
	43717	09/10/13			208906	P	09/20/13	55730	530401 WINE	819.55
	INVOICE: 9480589									
	43717	09/10/13			208906	P	09/20/13	55730	530402 SPIRITS	190.10
	INVOICE: 9480589									
	VENDOR TOTALS		19,988.23 YTD INVOICED					21,624.89 YTD PAID		3,083.64
804	SPRING AIR FILTER INC									
	43706	09/11/13			208907	P	09/20/13	121300	520970 MAINTENANCE-BUILDING & GR	1,454.00
	INVOICE: 24491									
	VENDOR TOTALS		1,454.00 YTD INVOICED					1,454.00 YTD PAID		1,454.00
7600	STUEVER & SONS, INC									
	43629	09/05/13			208908	P	09/20/13	55730	530105 OPERATING SUPPLIES	180.00
	INVOICE: 35053									
	VENDOR TOTALS		720.00 YTD INVOICED					720.00 YTD PAID		180.00
835	SUPERIOR BEVERAGE CO.									
	43630	09/06/13			208909	P	09/20/13	55730	530400 BEER AND WINE	642.00
	INVOICE: 231279									
	43707	09/13/13			208909	P	09/20/13	55730	530400 BEER AND WINE	138.00
	INVOICE: 231306									
	43708	09/12/13			208909	P	09/20/13	55730	530400 BEER AND WINE	389.15

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 231304									
VENDOR TOTALS	10,255.20 YTD INVOICED						10,447.45 YTD PAID		1,169.15
844 SYSCO FOOD SERV - CHICAGO, INC									
43619	08/17/13			208910	P	09/20/13	55730	530105 OPERATING SUPPLIES	170.18
INVOICE: 308172550									
43620	09/02/13			208910	P	09/20/13	55730	530410 DRY GOODS	16.14
INVOICE: 309020147									
43620	09/02/13			208910	P	09/20/13	55730	530420 FOOD/RESALE	1,552.33
INVOICE: 309020147									
43621	09/06/13			208910	P	09/20/13	55730	530420 FOOD/RESALE	3,326.53
INVOICE: 309061629									
43621	09/06/13			208910	P	09/20/13	55730	530405 BEVERAGES/RESALE	35.52
INVOICE: 309061629									
43621	09/06/13			208910	P	09/20/13	55730	530105 OPERATING SUPPLIES	25.69
INVOICE: 309061629									
43622	09/04/13			208910	P	09/20/13	55730	530105 OPERATING SUPPLIES	112.56
INVOICE: 309041687									
43622	09/04/13			208910	P	09/20/13	55730	530410 DRY GOODS	208.24
INVOICE: 309041687									
43622	09/04/13			208910	P	09/20/13	55730	530420 FOOD/RESALE	2,476.62
INVOICE: 309041687									
43622	09/04/13			208910	P	09/20/13	55730	530405 BEVERAGES/RESALE	14.31
INVOICE: 309041687									
43622	09/04/13			208910	P	09/20/13	55720	530105 OPERATING SUPPLIES	135.20
INVOICE: 309041687									
43709	09/11/13			208910	P	09/20/13	55720	530105 OPERATING SUPPLIES	92.60
INVOICE: 309112003									
43709	09/11/13			208910	P	09/20/13	55730	530105 OPERATING SUPPLIES	21.30
INVOICE: 309112003									
43709	09/11/13			208910	P	09/20/13	55730	530410 DRY GOODS	62.61
INVOICE: 309112003									
43709	09/11/13			208910	P	09/20/13	55730	530420 FOOD/RESALE	1,494.77
INVOICE: 309112003									
43710	06/15/13			208910	P	09/20/13	55730	530105 OPERATING SUPPLIES	15.23
INVOICE: 306152622									
43711	06/08/13			208910	P	09/20/13	55730	530420 FOOD/RESALE	102.77
INVOICE: 306082508									
43712	06/11/13			208910	P	09/20/13	55730	530105 OPERATING SUPPLIES	14.99
INVOICE: 306112157									
43713	06/06/13			208910	P	09/20/13	55730	530105 OPERATING SUPPLIES	20.63
INVOICE: 306061987									
VENDOR TOTALS	89,064.52 YTD INVOICED						95,841.68 YTD PAID		9,898.22
854 TERRACE SUPPLY COMPANY									
43631	08/31/13			208911	P	09/20/13	65000	521125 LEASED EQUIPMENT	22.63
INVOICE: 930211									

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS	161.71 YTD INVOICED					161.71 YTD PAID			22.63
889 UNIQUE PRODUCTS & SERVICE CORP									
43724	09/16/13			208912	P	09/20/13	121300	530105 OPERATING SUPPLIES	128.30
INVOICE:	264909-1								
VENDOR TOTALS	128.30 YTD INVOICED					128.30 YTD PAID			128.30
892 UNITED COFFEE SERVICE, INC.									
43720	05/16/13			208913	P	09/20/13	121300	530105 OPERATING SUPPLIES	373.50
INVOICE:	522315								
43721	07/01/13			208913	P	09/20/13	121300	530105 OPERATING SUPPLIES	214.30
INVOICE:	523969								
43722	07/23/13			208913	P	09/20/13	121300	530105 OPERATING SUPPLIES	259.90
INVOICE:	524493								
43723	09/11/13			208913	P	09/20/13	121300	530105 OPERATING SUPPLIES	296.70
INVOICE:	526261								
VENDOR TOTALS	2,161.44 YTD INVOICED					2,255.93 YTD PAID			1,144.40
884 U.S. FOODSERVICE, INC.									
43633	08/20/13			208914	P	09/20/13	55730	530405 BEVERAGES/RESALE	1,137.34
INVOICE:	56532								
43633	08/20/13			208914	P	09/20/13	55730	530420 FOOD/RESALE	90.69
INVOICE:	56532								
43634	09/03/13			208914	P	09/20/13	55730	530420 FOOD/RESALE	154.37
INVOICE:	510751								
43634	09/03/13			208914	P	09/20/13	55730	530405 BEVERAGES/RESALE	800.41
INVOICE:	510751								
43725	09/10/13			208914	P	09/20/13	55730	530420 FOOD/RESALE	219.13
INVOICE:	744767								
43725	09/10/13			208914	P	09/20/13	55730	530405 BEVERAGES/RESALE	796.19
INVOICE:	744767								
43726	06/14/13			208914	P	09/20/13	55700	580100 CAPITAL IMPROVEMENTS	4,322.69
INVOICE:	1025487								
43727	06/28/13			208914	P	09/20/13	55730	530105 OPERATING SUPPLIES	68.34
INVOICE:	1450285								
43728	05/22/13			208914	P	09/20/13	55700	580100 CAPITAL IMPROVEMENTS	6,350.80
INVOICE:	297347								
VENDOR TOTALS	42,939.42 YTD INVOICED					46,982.12 YTD PAID			13,939.96
911 AURORA LAUNDRY COMPANY, INC									
43635	09/04/13			208915	P	09/20/13	55730	530445 UNIFORMS	21.42
INVOICE:	90303								
43635	09/04/13			208915	P	09/20/13	55730	530446 LINENS AND RENTALS	297.21
INVOICE:	90303								
43635	09/04/13			208915	P	09/20/13	55730	530105 OPERATING SUPPLIES	56.65
INVOICE:	90303								
43635	09/04/13			208915	P	09/20/13	55720	530105 OPERATING SUPPLIES	8.40

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 90303										
	43636	09/04/13			208915	P	09/20/13	55730	530446	LINENS AND RENTALS	32.56
	INVOICE: S90396										
	43731	09/13/13			208915	P	09/20/13	55730	530446	LINENS AND RENTALS	64.95
	INVOICE: S91498										
	VENDOR TOTALS		4,507.19 YTD INVOICED						4,943.13 YTD PAID		481.19
915	VERIZON WIRELESS SERVICES LLC										
	43730	09/01/13			208916	P	09/20/13	134000	521195	TELECOMMUNICATIONS	894.05
	INVOICE: 9710846666										
	43730	09/01/13			208916	P	09/20/13	121300	521195	TELECOMMUNICATIONS	113.58
	INVOICE: 9710846666										
	43730	09/01/13			208916	P	09/20/13	126000	521195	TELECOMMUNICATIONS	144.23
	INVOICE: 9710846666										
	VENDOR TOTALS		14,509.68 YTD INVOICED						15,401.62 YTD PAID		1,151.86
919	VILLA PARK ELECTRICAL SUPPLY CO, INC										
	43729	09/13/13			208917	P	09/20/13	121300	530105	OPERATING SUPPLIES	62.57
	INVOICE: 1823724										
	VENDOR TOTALS		288.05 YTD INVOICED						288.05 YTD PAID		62.57
3995	WAREHOUSE DIRECT OFFICE PRODUCTS										
	43732	05/17/13			208918	P	09/20/13	121300	530105	OPERATING SUPPLIES	198.32
	INVOICE: 1948365-0										
	VENDOR TOTALS		630.73 YTD INVOICED						709.42 YTD PAID		198.32
948	WEST PUBLISHING CORPORATION										
	43632	08/01/13			208919	P	09/20/13	134000	520600	DUES-SUBSCRIPTIONS-REG FE	140.90
	INVOICE: 827718427										
	VENDOR TOTALS		719.52 YTD INVOICED						719.52 YTD PAID		140.90
7711	WINDY CITY DISTRIBUTION COMPANY										
	43733	09/11/13			208920	P	09/20/13	55730	530400	BEER AND WINE	643.96
	INVOICE: 394943										
	VENDOR TOTALS		9,045.68 YTD INVOICED						9,674.65 YTD PAID		643.96
6568	WIRTZ BEVERAGE ILLINOIS LLC										
	43637	09/05/13			208922	P	09/20/13	55730	530402	SPIRITS	1,681.09
	INVOICE: 1011237868										
	43734	09/12/13			208921	P	09/20/13	55730	530402	SPIRITS	768.66
	INVOICE: 1011250644										
	VENDOR TOTALS		6,602.78 YTD INVOICED						6,602.78 YTD PAID		2,449.75
										REPORT TOTALS	313,802.43

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

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	98	313,906.69
TOTAL WIRE TRANSFERS	1	104.26

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
307	1ST AYD CORPORATION										
	43773	09/06/13			208923	P	09/27/13	143200	530105	OPERATING SUPPLIES	64.75
	INVOICE: 600998										
	43773	09/06/13			208923	P	09/27/13	65000	530105	OPERATING SUPPLIES	689.64
	INVOICE: 600998										
	VENDOR TOTALS		754.39 YTD INVOICED						754.39 YTD PAID		754.39
2021	A-RELIABLE PRINTING										
	43845	09/24/13			208924	P	09/27/13	126500	530100	OFFICE SUPPLIES	75.00
	INVOICE: 14573										
	VENDOR TOTALS		3,021.61 YTD INVOICED						3,096.61 YTD PAID		75.00
28	ALEXANDER EQUIPMENT CO INC										
	43774	09/06/13			208925	P	09/27/13	143200	530105	OPERATING SUPPLIES	101.65
	INVOICE: 95892										
	VENDOR TOTALS		3,496.49 YTD INVOICED						3,496.49 YTD PAID		101.65
7114	ALLIANCE OF DOWNTOWN GLEN ELLYN										
	43776	08/29/13			208926	P	09/27/13	126500	520407	ALLIANCE OF DOWNTOWN GE	10,000.00
	INVOICE: 92413										
	VENDOR TOTALS		70,000.00 YTD INVOICED						70,000.00 YTD PAID		10,000.00
51	ANCEL, GLINK, DIAMOND, BUSH, DICIANNI &										
	43775	08/07/13			208927	P	09/27/13	100	240100	ESCROWS - DEVELOPER DEPOS	2,868.75
	INVOICE: 35478-0813										
	43775	08/07/13			208927	P	09/27/13	121200	520700	LEGAL - GENERAL COUNSEL	9,897.50
	INVOICE: 35478-0813										
	43775	08/07/13			208927	P	09/27/13	25000	520700	LEGAL - GENERAL COUNSEL	2,291.25
	INVOICE: 35478-0813										
	VENDOR TOTALS		57,970.52 YTD INVOICED						57,970.52 YTD PAID		15,057.50
65	AT&T										
	43846	09/10/13			208929	P	09/27/13	55720	521195	TELECOMMUNICATIONS	73.67
	INVOICE: 43846										
	43847	09/16/13			208928	P	09/27/13	121400	521195	TELECOMMUNICATIONS	62.97
	INVOICE: 630Z99013109-1										
	VENDOR TOTALS		1,453.93 YTD INVOICED						1,670.61 YTD PAID		136.64
8437	B & F CONSTRUCTION CODE SERVICES, INC										
	43848	08/30/13			208930	P	09/27/13	126000	521048	BUILDING REVIEWS	3,938.51
	INVOICE: 37820										
	VENDOR TOTALS		9,958.59 YTD INVOICED						10,406.63 YTD PAID		3,938.51
6832	POWER UP BATTERIES LLC										

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
43777	07/10/13			208931	P	09/27/13	143200	530105	OPERATING SUPPLIES	61.79
INVOICE: 487-231173										
VENDOR TOTALS	1,457.65 YTD INVOICED						1,457.65 YTD PAID			61.79
8487 MARIO/ ELIZABETH CAIRO										
43770	09/25/13			208932	P	09/27/13	540	120210	ACOUNTS RECV - UTILITY BI	100.79
INVOICE: 43770										
VENDOR TOTALS	100.79 YTD INVOICED						100.79 YTD PAID			100.79
5354 UNITED COMMUNICATION SYSTEMS										
43956	09/15/13			208933	P	09/27/13	134000	521195	TELECOMMUNICATIONS	143.69
INVOICE: 43956										
43956	09/15/13			208933	P	09/27/13	143200	521195	TELECOMMUNICATIONS	161.73
INVOICE: 43956										
43956	09/15/13			208933	P	09/27/13	143100	521195	TELECOMMUNICATIONS	237.68
INVOICE: 43956										
43956	09/15/13			208933	P	09/27/13	121400	521195	TELECOMMUNICATIONS	2,133.11
INVOICE: 43956										
43956	09/15/13			208933	P	09/27/13	50100	521195	TELECOMMUNICATIONS	177.92
INVOICE: 43956										
43956	09/15/13			208933	P	09/27/13	50200	521195	TELECOMMUNICATIONS	104.69
INVOICE: 43956										
43956	09/15/13			208933	P	09/27/13	121600	521195	TELECOMMUNICATIONS	28.15
INVOICE: 43956										
43956	09/15/13			208933	P	09/27/13	55710	521195	TELECOMMUNICATIONS	318.56
INVOICE: 43956										
43956	09/15/13			208933	P	09/27/13	55720	521195	TELECOMMUNICATIONS	174.37
INVOICE: 43956										
43956	09/15/13			208933	P	09/27/13	55730	521195	TELECOMMUNICATIONS	100.00
INVOICE: 43956										
43956	09/15/13			208933	P	09/27/13	55750	521195	TELECOMMUNICATIONS	156.29
INVOICE: 43956										
43956	09/15/13			208933	P	09/27/13	135000	521195	TELECOMMUNICATIONS	492.11
INVOICE: 43956										
43956	09/15/13			208933	P	09/27/13	55720	521195	TELECOMMUNICATIONS	425.84
INVOICE: 43956										
VENDOR TOTALS	24,453.97 YTD INVOICED						24,453.97 YTD PAID			4,654.14
8489 CASE#2012 CH 000646 HOWARD B SAMUELS										
43772	09/25/13			208934	P	09/27/13	500	120210	ACOUNTS RECV - UTILITY BI	17.81
INVOICE: 43772										
43772	09/25/13			208934	P	09/27/13	500	120210	ACOUNTS RECV - UTILITY BI	.01
INVOICE: 43772										
VENDOR TOTALS	17.82 YTD INVOICED						17.82 YTD PAID			17.82
117 C.B.M.T., INC.										
43779	09/17/13			208935	P	09/27/13	143200	521057	CBD APPEARANCE	2,655.58

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 27286									
VENDOR TOTALS	19,804.19 YTD INVOICED					19,804.19 YTD PAID			2,655.58
2952 CHICAGO INT'L TRUCKS									
43782	09/17/13			208936	P	09/27/13 65000	521180	REPAIRS-CONTRACTUAL/LABOR	915.00
INVOICE: 1616442									
43782	09/17/13			208936	P	09/27/13 65000	521185	REPAIRS-CONTRACTUAL/PARTS	2,375.48
INVOICE: 1616442									
VENDOR TOTALS	7,353.50 YTD INVOICED					7,353.50 YTD PAID			3,290.48
6043 CHICAGO PARTS & SOUND LLC									
43780	09/19/13			208937	P	09/27/13 65000	530310	PARTS PURCHASED	-123.96
INVOICE: 545046									
43781	09/10/13			208937	P	09/27/13 65000	530310	PARTS PURCHASED	194.32
INVOICE: 543122									
VENDOR TOTALS	4,348.64 YTD INVOICED					4,465.22 YTD PAID			70.36
8032 PRO-SHOPKEEPER COMPUTER SOFTWARE CO, INC									
43942	08/13/13			208938	P	09/27/13 55700	580110	EQUIPMENT/CAPITAL OUTLAY	726.00
INVOICE: 231308130087									
VENDOR TOTALS	1,137.00 YTD INVOICED					1,137.00 YTD PAID			726.00
171 COCA-COLA REFRESHMENTS USA INC									
43849	09/19/13			208939	P	09/27/13 55730	530405	BEVERAGES/RESALE	247.96
INVOICE: 2298291709									
VENDOR TOTALS	6,746.99 YTD INVOICED					6,746.99 YTD PAID			247.96
175 COMMONWEALTH EDISON COMPANY									
43752	07/15/13			11970	W	09/16/13 50200	521200	UTILITIES	938.20
INVOICE: 43752									
43753	07/17/13			11971	W	09/16/13 121600	521200	UTILITIES	659.67
INVOICE: 43753									
43754	07/16/13			11972	W	09/16/13 50100	521200	UTILITIES	87.62
INVOICE: 43754									
43755	07/16/13			11973	W	09/16/13 50200	521200	UTILITIES	55.17
INVOICE: 43755									
43756	07/16/13			11974	W	09/16/13 50100	521200	UTILITIES	191.76
INVOICE: 43756									
43757	07/16/13			11975	W	09/16/13 50100	521200	UTILITIES	56.47
INVOICE: 43757									
43758	07/16/13			11976	W	09/16/13 50200	521200	UTILITIES	29.37
INVOICE: 43758									
43759	07/16/13			11977	W	09/16/13 50200	521200	UTILITIES	25.05
INVOICE: 43759									
43760	07/15/13			11978	W	09/16/13 50200	521200	UTILITIES	103.79
INVOICE: 43760									

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
43761	07/16/13			11979	W	09/16/13	21000	521190	STREET LIGHTING/ENERGY CO	238.53
INVOICE: 43761										
43762	07/17/13			11980	W	09/16/13	143200	520915	ESDA EXPENSE	45.58
INVOICE: 43762										
43762	07/17/13			11980	W	09/16/13	21000	521190	STREET LIGHTING/ENERGY CO	135.69
INVOICE: 43762										
43762	07/17/13			11980	W	09/16/13	53000	521200	UTILITIES	31.73
INVOICE: 43762										
43763	07/16/13			11981	W	09/16/13	55710	521200	UTILITIES	2,632.92
INVOICE: 43763										
43763	07/16/13			11981	W	09/16/13	55720	521200	UTILITIES	1,287.21
INVOICE: 43763										
43763	07/16/13			11981	W	09/16/13	55730	521200	UTILITIES	1,930.81
INVOICE: 43763										
43764	07/11/13			11982	W	09/10/13	50200	521200	UTILITIES	82.42
INVOICE: 43764										
43765	09/09/13			11983	W	09/24/13	21000	521190	STREET LIGHTING/ENERGY CO	137.93
INVOICE: 43765										
VENDOR TOTALS		23,344.99 YTD INVOICED						23,344.99 YTD PAID		8,669.92
8481 COMPUTER TRAINING SOURCE, INC										
43778	09/19/13		208940	P	09/27/13	134000	520620		EMPLOYEE EDUCATION	574.00
INVOICE: 370302										
VENDOR TOTALS		574.00 YTD INVOICED						574.00 YTD PAID		574.00
4876 CONSTELLATION NEWENERGY, INC.										
43742	07/17/13			11960	W	09/15/13	21000	521190	STREET LIGHTING/ENERGY CO	708.32
INVOICE: 10802352										
43743	07/17/13			11961	W	09/15/13	21000	521190	STREET LIGHTING/ENERGY CO	169.11
INVOICE: 10802351										
43744	07/17/13			11962	W	09/15/13	21000	521190	STREET LIGHTING/ENERGY CO	290.72
INVOICE: 10802314										
43745	07/17/13			11963	W	09/15/13	21000	521190	STREET LIGHTING/ENERGY CO	357.97
INVOICE: 10802378										
43746	07/17/13			11964	W	09/15/13	21000	521190	STREET LIGHTING/ENERGY CO	6,606.38
INVOICE: 10802334										
VENDOR TOTALS		34,148.94 YTD INVOICED						34,148.94 YTD PAID		8,132.50
4459 CORPORATE AWARDS BY DENSONS DIV OF DENSON SHOP INC										
43850	06/13/13		208941	P	09/27/13	126000	530100		OFFICE SUPPLIES	42.23
INVOICE: 90416										
43851	09/23/13		208941	P	09/27/13	126000	530100		OFFICE SUPPLIES	22.39
INVOICE: 90537										
VENDOR TOTALS		110.36 YTD INVOICED						110.36 YTD PAID		64.62
204 DAILY HERALD										
43788	08/26/13		208942	P	09/27/13	126000	520905		PRINTING	96.60

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: T4350326										
	43789	08/26/13			208942	P	09/27/13	126000	520905	PRINTING	95.45
	INVOICE: T4350327										
	43790	08/31/13			208942	P	09/27/13	50100	521055	PROFESSIONAL SERVICES - O	49.45
	INVOICE: T4351108										
	VENDOR TOTALS		2,669.85 YTD INVOICED						4,846.80 YTD PAID		241.50
8486	PAUL N DEREZOTES										
	43769	09/25/13			208943	P	09/27/13	540	120210	ACOUNTS RECV - UTILITY BI	57.87
	INVOICE: 43769										
	VENDOR TOTALS		57.87 YTD INVOICED						57.87 YTD PAID		57.87
7344	THE DIGITAL HUB LLC										
	43791	09/18/13			208944	P	09/27/13	121200	520905	PRINTING	2,369.00
	INVOICE: 59014										
	VENDOR TOTALS		4,480.00 YTD INVOICED						4,480.00 YTD PAID		2,369.00
242	DU-KANE ASPHALT CO.										
	43785	08/25/13			208945	P	09/27/13	143200	530210	OPERATING SUPPLIES, ASPHA	83.44
	INVOICE: 22218										
	VENDOR TOTALS		4,119.92 YTD INVOICED						4,119.92 YTD PAID		83.44
2479	DUNCAN PARKING TECHNOLOGIES INC										
	43783	08/31/13			208946	P	09/27/13	53000	520970	MAINTENANCE-BUILDING & GR	408.71
	INVOICE: INV014923										
	VENDOR TOTALS		949.77 YTD INVOICED						949.77 YTD PAID		408.71
8491	LORRAINE M DUNLAP										
	43853	09/24/13			208947	P	09/27/13	1000	420100	VEHICLE LICENSES	15.00
	INVOICE: VR092613										
	VENDOR TOTALS		15.00 YTD INVOICED						15.00 YTD PAID		15.00
249	DUPAGE COUNTY										
	43786	09/01/13			208949	P	09/27/13	134000	521055	PROFESSIONAL SERVICES - O	6.79
	INVOICE: 2254										
	43852	08/26/13			208948	P	09/27/13	126000	520905	PRINTING	32.00
	INVOICE: 201308260235										
	VENDOR TOTALS		4,208.73 YTD INVOICED						4,208.73 YTD PAID		38.79
246	DUPAGE COUNTY ANIMAL CARE AND CONTROL										
	43787	08/01/13			208950	P	09/27/13	134000	521055	PROFESSIONAL SERVICES - O	85.00
	INVOICE: 356-19057										

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		1,165.00 YTD INVOICED						1,165.00 YTD PAID		85.00
261 DUPAGE TOPSOIL, INC.										
43784	09/10/13			208951	P	09/27/13	50100	520985	MAINTENANCE-R.O.W.	150.00
INVOICE: 37457										
43784	09/10/13			208951	P	09/27/13	50200	520985	MAINTENANCE-R.O.W.	150.00
INVOICE: 37457										
43784	09/10/13			208951	P	09/27/13	143200	530105	OPERATING SUPPLIES	300.00
INVOICE: 37457										
VENDOR TOTALS		1,950.00 YTD INVOICED						1,950.00 YTD PAID		600.00
7803 ELECTRICAL RESOURCE MANAGEMENT, INC										
43792	08/16/13			208952	P	09/27/13	143200	521045	MAINTENANCE-STREET LIGHTS	205.90
INVOICE: 34029										
VENDOR TOTALS		5,687.90 YTD INVOICED						5,687.90 YTD PAID		205.90
8327 ETS CORPORATION										
43844	08/31/13			11988	W	09/27/13	55720	520810	CREDIT CARD FEES	7,967.41
INVOICE: ETSREC-4										
43844	08/31/13			11988	W	09/27/13	55730	520810	CREDIT CARD FEES	553.29
INVOICE: ETSREC-4										
43844	08/31/13			11988	W	09/27/13	55750	520810	CREDIT CARD FEES	774.61
INVOICE: ETSREC-4										
VENDOR TOTALS		26,813.09 YTD INVOICED						26,813.09 YTD PAID		9,295.31
291 EUCLID BEVERAGE, LTD										
43854	09/18/13			208953	P	09/27/13	55730	530400	BEER AND WINE	1,524.25
INVOICE: 8177912157										
43940	09/18/13			208953	P	09/27/13	55730	530400	BEER AND WINE	-60.00
INVOICE: 8177912158										
VENDOR TOTALS		27,499.95 YTD INVOICED						28,876.65 YTD PAID		1,464.25
315 ACUSHNET COMPANY										
43947	09/11/13			208954	P	09/27/13	55750	520945	PRODUCTS/RESALE	500.83
INVOICE: 5211419										
43948	08/28/13			208954	P	09/27/13	55750	520945	PRODUCTS/RESALE	145.97
INVOICE: 5190628										
VENDOR TOTALS		6,710.99 YTD INVOICED						6,710.99 YTD PAID		646.80
5893 FOSTER COACH SALES, INC										
43793	09/18/13			208955	P	09/27/13	65000	530310	PARTS PURCHASED	51.22
INVOICE: 6927										
VENDOR TOTALS		264.78 YTD INVOICED						264.78 YTD PAID		51.22

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
8490	JEANNE GALIGA										
	43856	09/25/13			208956	P	09/27/13	4000	410600	REAL ESTATE TRANSFER TAX	3,105.00
	INVOICE: RXR092613										
	VENDOR TOTALS		3,105.00 YTD INVOICED						3,105.00 YTD PAID		3,105.00
5947	GLEN ELLYN BANK & TRUST										
	899849	09/26/13			11985	W	09/17/13	122000	520835	BANKING SERVICES	875.64
	INVOICE: GEBT-55										
	VENDOR TOTALS		4,817.14 YTD INVOICED						4,817.14 YTD PAID		875.64
355	GLEN ELLYN PUBLIC LIBRARY										
	PPRT-61	09/26/13			11989	W	08/27/13	1000	410300	PPRT	1.27
	INVOICE: PPRT-66										
	VENDOR TOTALS		14,648.21 YTD INVOICED						14,648.21 YTD PAID		1.27
8492	GLEN ELLYN VISION CENTER										
	43855	09/24/13			208957	P	09/27/13	1000	420100	VEHICLE LICENSES	10.00
	INVOICE: VR092613										
	VENDOR TOTALS		10.00 YTD INVOICED						10.00 YTD PAID		10.00
360	GLENBARD W. W. TREATMENT PLT.										
	3282113	09/26/13			11984	W	09/27/13	50200	521130	PAYMENT TO GWA	269,915.50
	INVOICE: FY14-5										
	VENDOR TOTALS		1,214,289.50 YTD INVOICED						1,214,289.50 YTD PAID		269,915.50
6405	HIGHLAND BAKING CO										
	43857	09/21/13			208958	P	09/27/13	55730	530420	FOOD/RESALE	200.66
	INVOICE: 551601										
	43858	09/17/13			208958	P	09/27/13	55730	530420	FOOD/RESALE	110.91
	INVOICE: 549609										
	43859	09/18/13			208958	P	09/27/13	55730	530420	FOOD/RESALE	56.76
	INVOICE: 549891										
	43860	09/19/13			208958	P	09/27/13	55730	530420	FOOD/RESALE	79.63
	INVOICE: 550476										
	43861	09/20/13			208958	P	09/27/13	55730	530420	FOOD/RESALE	135.30
	INVOICE: 550968										
	VENDOR TOTALS		7,975.31 YTD INVOICED						8,729.19 YTD PAID		583.26
7516	HILL MECHANICAL SERVICE										
	43795	07/16/13			208959	P	09/27/13	121300	520970	MAINTENANCE-BUILDING & GR	344.39
	INVOICE: 202332										
	VENDOR TOTALS		344.39 YTD INVOICED						344.39 YTD PAID		344.39
391	HORNUNGS GOLF PRODUCTS, INC.										

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	43949	08/27/13			208960	P	09/27/13	55720	520940	REPAIRS CLUBS	125.31
	INVOICE:	994198									
	VENDOR TOTALS		325.77 YTD INVOICED						325.77 YTD PAID		125.31
5988	HR SIMPLIFIED										
	43794	09/11/13			208961	P	09/27/13	60000	520895	INSURANCE-HOSPITAL,GROUP	140.00
	INVOICE:	36398									
	VENDOR TOTALS		750.00 YTD INVOICED						750.00 YTD PAID		140.00
414	ILLINOIS DEPT. OF REVENUE										
	ST-1-95	09/26/13			11987	W	09/19/13	55700	520955	SALES TAXES - LINKS	18,192.00
	INVOICE:	ST-1-97									
	VENDOR TOTALS		37,746.00 YTD INVOICED						37,746.00 YTD PAID		18,192.00
422	ILLINOIS SECRETARY OF STATE										
	43796	09/20/13			208962	P	09/27/13	65000	530305	LICENSE PLATES	105.00
	INVOICE:	92413									
	43796	09/20/13			208962	P	09/27/13	65000	530305	LICENSE PLATES	105.00
	INVOICE:	92413									
	VENDOR TOTALS		949.00 YTD INVOICED						949.00 YTD PAID		210.00
1127	JAMES J BENES AND ASSOCIATES, INC.										
	43862	08/31/13			208963	P	09/27/13	126000	521052	STORMWATER ENGINEERING	566.82
	INVOICE:	1115.036									
	43863	08/31/13			208963	P	09/27/13	100	240100	ESCROWS - DEVELOPER DEPOS	700.00
	INVOICE:	1115.035									
	VENDOR TOTALS		12,463.94 YTD INVOICED						12,463.94 YTD PAID		1,266.82
8140	KANE, MCKENNA AND ASSOCIATES, INC										
	43797	08/30/13			208964	P	09/27/13	126500	521055	PROFESSIONAL SERVICES - O	5,012.50
	INVOICE:	11862									
	VENDOR TOTALS		28,973.75 YTD INVOICED						28,973.75 YTD PAID		5,012.50
546	LEN'S ACE HARDWARE, INC.										
	43864	08/07/13			208965	P	09/27/13	55720	520940	REPAIRS CLUBS	26.98
	INVOICE:	54462									
	43865	08/08/13			208965	P	09/27/13	55715	530105	OPERATING SUPPLIES	3.58
	INVOICE:	54477									
	43866	08/09/13			208965	P	09/27/13	55715	530105	OPERATING SUPPLIES	19.22
	INVOICE:	54502									
	43867	08/12/13			208965	P	09/27/13	55710	530105	OPERATING SUPPLIES	14.78
	INVOICE:	54554									
	43868	08/12/13			208965	P	09/27/13	55715	530105	OPERATING SUPPLIES	32.39
	INVOICE:	54555									
	43869	08/13/13			208965	P	09/27/13	55715	530105	OPERATING SUPPLIES	8.44

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
INVOICE: 54576										
43870	08/18/13			208965	P	09/27/13	55710	530105	OPERATING SUPPLIES	23.37
INVOICE: 54679										
43871	08/20/13			208965	P	09/27/13	55710	520980	MAINTENANCE-DRAIN & IRRIG	13.55
INVOICE: 54706										
43872	08/20/13			208965	P	09/27/13	55710	520980	MAINTENANCE-DRAIN & IRRIG	18.95
INVOICE: 54709										
43873	08/22/13			208965	P	09/27/13	55715	530105	OPERATING SUPPLIES	19.79
INVOICE: 54755										
43874	08/26/13			208965	P	09/27/13	55720	530105	OPERATING SUPPLIES	10.78
INVOICE: 54833										
43875	08/28/13			208965	P	09/27/13	55710	520980	MAINTENANCE-DRAIN & IRRIG	27.62
INVOICE: 54865										
43876	08/01/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	17.07
INVOICE: 54355										
43877	08/02/13			208965	P	09/27/13	50100	530105	OPERATING SUPPLIES	26.98
INVOICE: 54378										
43878	08/02/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	57.56
INVOICE: 54384										
43879	08/05/13			208965	P	09/27/13	50100	530105	OPERATING SUPPLIES	11.69
INVOICE: 54410										
43880	08/05/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	8.08
INVOICE: 54412										
43881	08/07/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	12.58
INVOICE: 54458										
43882	08/07/13			208965	P	09/27/13	50200	530105	OPERATING SUPPLIES	22.00
INVOICE: 54460										
43883	08/08/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	11.84
INVOICE: 54479										
43884	08/08/13			208965	P	09/27/13	50100	521050	MAINTENANCE-OTHER	44.91
INVOICE: 54481										
43885	08/08/13			208965	P	09/27/13	121600	520970	MAINTENANCE-BUILDING & GR	8.09
INVOICE: 54482										
43886	08/08/13			208965	P	09/27/13	121600	520970	MAINTENANCE-BUILDING & GR	19.60
INVOICE: 54484										
43887	08/09/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	13.49
INVOICE: 54504										
43888	08/09/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	17.93
INVOICE: 54516										
43889	08/12/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	76.35
INVOICE: 54550										
43890	08/12/13			208965	P	09/27/13	50100	521015	MAINTENANCE-WATER METERS	7.11
INVOICE: 54552										
43891	08/12/13			208965	P	09/27/13	50100	521050	MAINTENANCE-OTHER	6.55
INVOICE: 54553										
43892	08/12/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	28.79
INVOICE: 54557										
43893	08/13/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	24.42
INVOICE: 54579										
43894	08/13/13			208965	P	09/27/13	65000	530105	OPERATING SUPPLIES	1.79
INVOICE: 54592										

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
43895	08/14/13			208965	P	09/27/13	65000	530310	PARTS PURCHASED	21.41
INVOICE: 54597										
43896	08/14/13			208965	P	09/27/13	65000	530310	PARTS PURCHASED	14.15
INVOICE: 54598										
43897	08/14/13			208965	P	09/27/13	50100	521050	MAINTENANCE-OTHER	2.24
INVOICE: 54604										
43898	08/15/13			208965	P	09/27/13	143200	520995	MAINTENANCE-SIGNS	12.40
INVOICE: 54627										
43899	08/19/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	7.18
INVOICE: 54683										
43900	08/20/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	44.42
INVOICE: 54717										
43901	08/21/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	45.86
INVOICE: 54745										
43902	08/23/13			208965	P	09/27/13	50100	530105	OPERATING SUPPLIES	2.24
INVOICE: 54776										
43903	08/27/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	9.15
INVOICE: 54840										
43904	08/27/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	124.25
INVOICE: 54850										
43905	08/28/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	13.49
INVOICE: 54857										
43906	08/28/13			208965	P	09/27/13	65000	530310	PARTS PURCHASED	2.51
INVOICE: 54859										
43906	08/28/13			208965	P	09/27/13	65000	530105	OPERATING SUPPLIES	4.49
INVOICE: 54859										
43907	08/29/13			208965	P	09/27/13	50100	530105	OPERATING SUPPLIES	45.51
INVOICE: 54887										
43908	08/30/13			208965	P	09/27/13	143200	530105	OPERATING SUPPLIES	13.47
INVOICE: 54936										
43941	08/30/13			208965	P	09/27/13	121300	530105	OPERATING SUPPLIES	18.22
INVOICE: 54923										
VENDOR TOTALS		6,491.34 YTD INVOICED						6,491.34 YTD PAID		1,017.27
8488 PAUL LOPEZ										
43771	09/25/13			208966	P	09/27/13	540	120210	ACOUNTS RECV - UTILITY BI	45.90
INVOICE: 43771										
VENDOR TOTALS		45.90 YTD INVOICED						45.90 YTD PAID		45.90
8484 BOB/NANCY LUNNEY										
43767	09/25/13			208967	P	09/27/13	540	120210	ACOUNTS RECV - UTILITY BI	157.36
INVOICE: 43767										
VENDOR TOTALS		157.36 YTD INVOICED						157.36 YTD PAID		157.36
562 M.E.SIMPSON CO., INC.										
43805	09/17/13			208968	P	09/27/13	50100	521055	PROFESSIONAL SERVICES - O	570.00
INVOICE: 24327										
43806	09/17/13			208968	P	09/27/13	50100	521055	PROFESSIONAL SERVICES - O	375.00

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 24326									
VENDOR TOTALS	2,265.00 YTD INVOICED						2,265.00 YTD PAID		945.00
569 MARCOTT ENTERPRISES, INC.									
43807	09/16/13		20140005	208969	P	09/27/13	50100	520985 MAINTENANCE-R.O.W.	1,000.00
INVOICE: 16700									
43807	09/16/13		20140005	208969	P	09/27/13	50200	520985 MAINTENANCE-R.O.W.	1,000.00
INVOICE: 16700									
VENDOR TOTALS	8,384.28 YTD INVOICED						14,295.38 YTD PAID		2,000.00
590 MEADE ELECTRIC COMPANY, INC.									
43801	09/17/13			208970	P	09/27/13	143200	521040 MAINTENANCE-TRAFFIC SIGNA	585.92
INVOICE: 661793									
VENDOR TOTALS	1,163.53 YTD INVOICED						1,163.53 YTD PAID		585.92
595 MENARDS, INC.									
43798	09/19/13			208971	P	09/27/13	50200	530105 OPERATING SUPPLIES	48.00
INVOICE: 35957									
43799	09/18/13			208971	P	09/27/13	143200	530105 OPERATING SUPPLIES	37.84
INVOICE: 35840									
43800	09/06/13			208971	P	09/27/13	50100	530105 OPERATING SUPPLIES	87.53
INVOICE: 34776									
VENDOR TOTALS	708.58 YTD INVOICED						721.87 YTD PAID		173.37
8452 DAVID B MENZEL									
43910	09/25/13			208972	P	09/27/13	4000	410600 REAL ESTATE TRANSFER TAX	1,920.00
INVOICE: TXR092613									
VENDOR TOTALS	2,067.44 YTD INVOICED						2,067.44 YTD PAID		1,920.00
622 MUNICIPAL CLERKS OF DUPAGE CTY									
43909	09/25/13			208973	P	09/27/13	121100	520600 DUES-SUBSCRIPTIONS-REG FE	27.00
INVOICE: 92613									
VENDOR TOTALS	106.00 YTD INVOICED						106.00 YTD PAID		27.00
1082 MUNICIPAL INS COOPERATIVE AGENCY									
43802	09/16/13			208974	P	09/27/13	60000	520885 LIABILITY INSURANCE - MIC	953.12
INVOICE: 15110 049625									
43803	06/17/13			208974	P	09/27/13	60000	520885 LIABILITY INSURANCE - MIC	1,000.00
INVOICE: 15098 049626									
43804	06/11/13			208974	P	09/27/13	60000	520885 LIABILITY INSURANCE - MIC	652.48
INVOICE: 15131 049627									
VENDOR TOTALS	475,495.20 YTD INVOICED						475,495.20 YTD PAID		2,605.60
638 NATIONAL POWER RODDING CORP.									

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
43809	01/03/13			208975	P	09/27/13	50200	521055	PROFESSIONAL SERVICES - O	1,834.80
INVOICE: 43440										
VENDOR TOTALS		9,231.35 YTD INVOICED						9,231.35 YTD PAID		1,834.80
651 NORTHERN ILLINOIS GAS COMPANY										
43747	07/25/13			11965	W	09/09/13	50100	521200	UTILITIES	39.09
INVOICE: 43747										
43748	07/25/13			11966	W	09/09/13	50100	521200	UTILITIES	136.84
INVOICE: 43748										
43749	08/07/13			11967	W	09/23/13	121600	521200	UTILITIES	23.16
INVOICE: 43749										
43750	08/07/13			11968	W	09/23/13	121600	521200	UTILITIES	37.45
INVOICE: 43750										
43751	08/08/13			11969	W	09/23/13	55720	521200	UTILITIES	222.78
INVOICE: 43751										
43751	08/08/13			11969	W	09/23/13	55730	521200	UTILITIES	222.77
INVOICE: 43751										
43808	08/06/13			208976	P	09/27/13	135000	521200	UTILITIES	101.62
INVOICE: 43808										
43911	09/23/13			208976	P	09/27/13	121300	521200	UTILITIES	126.17
INVOICE: 43911										
VENDOR TOTALS		17,300.62 YTD INVOICED						17,450.22 YTD PAID		909.88
652 NIKE USA INC										
43943	07/22/13			208977	P	09/27/13	55750	520945	PRODUCTS/RESALE	3,081.60
INVOICE: 951591073										
43944	08/22/13			208977	P	09/27/13	55750	520945	PRODUCTS/RESALE	-144.00
INVOICE: 13826704										
43945	08/01/13			208977	P	09/27/13	55750	520945	PRODUCTS/RESALE	-2,937.60
INVOICE: 13846033										
43946	08/28/13			208977	P	09/27/13	55750	520945	PRODUCTS/RESALE	177.22
INVOICE: 952983510										
VENDOR TOTALS		9,767.26 YTD INVOICED						9,767.26 YTD PAID		177.22
8493 CHRISTOPHER/KRISTEN O'NEILL										
43912	09/24/13			208978	P	09/27/13	500	240200	UTILITY SERVICE DEPOSITS	150.00
INVOICE: MR092613										
VENDOR TOTALS		150.00 YTD INVOICED						150.00 YTD PAID		150.00
1458 OFFICE DEPOT, INC										
43810	09/04/13			208979	P	09/27/13	134000	530100	OFFICE SUPPLIES	133.67
INVOICE: 674375458001										
43811	08/29/13			208980	P	09/27/13	121200	530100	OFFICE SUPPLIES	25.99
INVOICE: 672970058001										
43812	08/29/13			208980	P	09/27/13	121100	530100	OFFICE SUPPLIES	7.04
INVOICE: 672969904001										
43812	08/29/13			208980	P	09/27/13	121200	530100	OFFICE SUPPLIES	42.41

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 672969904001									
43812	08/29/13			208980	P	09/27/13	121300 530100	OFFICE SUPPLIES	7.04
INVOICE: 672969904001									
43812	08/29/13			208980	P	09/27/13	122000 530100	OFFICE SUPPLIES	15.36
INVOICE: 672969904001									
43812	08/29/13			208980	P	09/27/13	126000 530100	OFFICE SUPPLIES	15.36
INVOICE: 672969904001									
43812	08/29/13			208980	P	09/27/13	126500 530100	OFFICE SUPPLIES	3.85
INVOICE: 672969904001									
43813	08/13/13			208980	P	09/27/13	121100 530100	OFFICE SUPPLIES	7.45
INVOICE: 666267796001									
43813	08/13/13			208980	P	09/27/13	121200 530100	OFFICE SUPPLIES	16.26
INVOICE: 666267796001									
43813	08/13/13			208980	P	09/27/13	121300 530100	OFFICE SUPPLIES	7.45
INVOICE: 666267796001									
43813	08/13/13			208980	P	09/27/13	122000 530100	OFFICE SUPPLIES	16.26
INVOICE: 666267796001									
43813	08/13/13			208980	P	09/27/13	126000 530100	OFFICE SUPPLIES	16.26
INVOICE: 666267796001									
43813	08/13/13			208980	P	09/27/13	126500 530100	OFFICE SUPPLIES	4.07
INVOICE: 666267796001									
43814	08/16/13			208980	P	09/27/13	121100 530100	OFFICE SUPPLIES	22.65
INVOICE: 665585599001									
43814	08/16/13			208980	P	09/27/13	121200 530100	OFFICE SUPPLIES	16.00
INVOICE: 665585599001									
43814	08/16/13			208980	P	09/27/13	121300 530100	OFFICE SUPPLIES	2.86
INVOICE: 665585599001									
43814	08/16/13			208980	P	09/27/13	122000 530100	OFFICE SUPPLIES	2.86
INVOICE: 665585599001									
43814	08/16/13			208980	P	09/27/13	134000 530100	OFFICE SUPPLIES	16.01
INVOICE: 665585599001									
43814	08/16/13			208980	P	09/27/13	126000 530100	OFFICE SUPPLIES	16.01
INVOICE: 665585599001									
43814	08/16/13			208980	P	09/27/13	126500 530100	OFFICE SUPPLIES	.57
INVOICE: 665585599001									
43815	08/23/13			208980	P	09/27/13	121100 530100	OFFICE SUPPLIES	2.78
INVOICE: 671961718001									
43815	08/23/13			208980	P	09/27/13	121200 530100	OFFICE SUPPLIES	4.41
INVOICE: 671961718001									
43815	08/23/13			208980	P	09/27/13	121300 530100	OFFICE SUPPLIES	3.64
INVOICE: 671961718001									
43815	08/23/13			208980	P	09/27/13	122000 530100	OFFICE SUPPLIES	40.91
INVOICE: 671961718001									
43815	08/23/13			208980	P	09/27/13	134000 530100	OFFICE SUPPLIES	2.98
INVOICE: 671961718001									
43815	08/23/13			208980	P	09/27/13	126000 530100	OFFICE SUPPLIES	4.41
INVOICE: 671961718001									
43815	08/23/13			208980	P	09/27/13	126500 530100	OFFICE SUPPLIES	1.62
INVOICE: 671961718001									
43815	08/23/13			208980	P	09/27/13	143100 530100	OFFICE SUPPLIES	2.98
INVOICE: 671961718001									

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	43816	08/26/13			208980	P	09/27/13	121100	530100	OFFICE SUPPLIES	9.09
	INVOICE:	672240730001									
	43816	08/26/13			208980	P	09/27/13	121200	530100	OFFICE SUPPLIES	25.57
	INVOICE:	672240730001									
	43816	08/26/13			208980	P	09/27/13	121300	530100	OFFICE SUPPLIES	9.09
	INVOICE:	672240730001									
	43816	08/26/13			208980	P	09/27/13	122000	530100	OFFICE SUPPLIES	19.85
	INVOICE:	672240730001									
	43816	08/26/13			208980	P	09/27/13	126000	530100	OFFICE SUPPLIES	19.85
	INVOICE:	672240730001									
	43816	08/26/13			208980	P	09/27/13	126500	530100	OFFICE SUPPLIES	4.96
	INVOICE:	672240730001									
	VENDOR TOTALS		4,769.42 YTD INVOICED						4,944.20 YTD PAID		547.57
676	PACKEY WEBB FORD, INC.										
	43821	09/19/13			208981	P	09/27/13	65000	521180	REPAIRS-CONTRACTUAL/LABOR	79.95
	INVOICE:	C20100									
	VENDOR TOTALS		3,988.63 YTD INVOICED						4,000.53 YTD PAID		79.95
6453	PARAMEDIC BILLING SERVICES, INC.										
	1676533	09/26/13			11986	W	09/27/13	135000	520926	AMBULANCE BILLING SERVICE	2,206.12
	INVOICE:	PBS-42									
	1676533	09/26/13			11986	W	09/27/13	1000	440050	AMBULANCE SERVICE FEES	-660.68
	INVOICE:	PBS-42									
	VENDOR TOTALS		6,468.37 YTD INVOICED						6,468.37 YTD PAID		1,545.44
4752	PATRIOT DIAMOND, INC										
	43817	09/10/13			208982	P	09/27/13	143200	530210	OPERATING SUPPLIES, ASPHA	197.00
	INVOICE:	A02217									
	VENDOR TOTALS		197.00 YTD INVOICED						197.00 YTD PAID		197.00
7487	PINNER ELECTRIC CO, INC										
	43818	08/30/13			208983	P	09/27/13	143200	521045	MAINTENANCE-STREET LIGHTS	1,475.00
	INVOICE:	23611									
	VENDOR TOTALS		2,950.00 YTD INVOICED						2,950.00 YTD PAID		1,475.00
700	THE PITNEY BOWES BANK INC										
	43741	09/23/13			11959	W	09/23/13	122000	520900	POSTAGE & SHIPPING	2,000.00
	INVOICE:	92313									
	VENDOR TOTALS		12,000.00 YTD INVOICED						12,000.00 YTD PAID		2,000.00
703	PLANNING RESOURCES, INC.										
	43913	08/30/13			208984	P	09/27/13	100	240100	ESCROWS - DEVELOPER DEPOS	1,150.00
	INVOICE:	10989									
	43913	08/30/13			208984	P	09/27/13	126000	521047	FORESTRY AND LANDSCAPING	3,555.00

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 10989										
	VENDOR TOTALS	20,018.05 YTD INVOICED						20,018.05 YTD PAID			4,705.00
1721	PORTER PIPE & SUPPLY CO.										
	43819	08/15/13			208985	P	09/27/13	50100	530105	OPERATING SUPPLIES	67.67
	INVOICE: 11113605-00										
	43820	09/04/13			208985	P	09/27/13	50100	530105	OPERATING SUPPLIES	175.00
	INVOICE: 11118749-00										
	VENDOR TOTALS	353.53 YTD INVOICED						353.53 YTD PAID			242.67
6924	PROFESSIONAL GOLF BALL SERVICES, LTD										
	43952	09/16/13			208986	P	09/27/13	55750	520945	PRODUCTS/RESALE	683.08
	INVOICE: S000128139										
	VENDOR TOTALS	683.08 YTD INVOICED						683.08 YTD PAID			683.08
6552	PROVANTAGE CORPORATION										
	43822	09/12/13			208987	P	09/27/13	134000	530105	OPERATING SUPPLIES	79.00
	INVOICE: 6820661										
	43823	09/13/13			208987	P	09/27/13	122000	530105	OPERATING SUPPLIES	73.00
	INVOICE: 6822199										
	VENDOR TOTALS	11,135.05 YTD INVOICED						11,943.05 YTD PAID			152.00
5901	QUALITY BLUEPRINT, INC										
	43914	09/18/13			208988	P	09/27/13	126000	520905	PRINTING	33.66
	INVOICE: 68741										
	VENDOR TOTALS	254.66 YTD INVOICED						254.66 YTD PAID			33.66
7936	REMPE-SHARPE AND ASSOCIATES, INC										
	43825	06/24/13		20140038	208989	P	09/27/13	53000	580100 13007	CAPITAL IMPROVEMENTS	4,416.00
	INVOICE: 23434										
	VENDOR TOTALS	7,671.30 YTD INVOICED						7,671.30 YTD PAID			4,416.00
8485	RENEW HOMES LLC										
	43768	09/25/13			208990	P	09/27/13	540	120210	ACOUNTS RECV - UTILITY BI	54.17
	INVOICE: 43768										
	VENDOR TOTALS	54.17 YTD INVOICED						54.17 YTD PAID			54.17
6514	REPUBLIC SERVICES, INC.										
	43824	09/15/13			208991	P	09/27/13	54000	521080	ALLIED WASTE SERVICES	95,439.80
	INVOICE: 551-010400559										
	43824	09/15/13			208991	P	09/27/13	54000	521080	ALLIED WASTE SERVICES	117.25
	INVOICE: 551-010400559										

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	561,172.51 YTD INVOICED						561,172.51 YTD PAID			95,557.05
8483	RIGHT PRO REALTY										
	43766	09/25/13			208992	P	09/27/13	540	120210	ACOUNTS RECV - UTILITY BI	8.40
	INVOICE: 43766										
	VENDOR TOTALS	8.40 YTD INVOICED						8.40 YTD PAID			8.40
8105	SAUBER MANUFACTURING CO										
	43832	09/17/13			208993	P	09/27/13	65000	530310	PARTS PURCHASED	305.42
	INVOICE: PSI160722										
	VENDOR TOTALS	18,745.42 YTD INVOICED						18,745.42 YTD PAID			305.42
774	SCHEFFLER'S FLOWERS										
	43830	09/08/13			208994	P	09/27/13	143200	521055	PROFESSIONAL SERVICES - O	1,881.00
	INVOICE: 5582										
	VENDOR TOTALS	3,881.00 YTD INVOICED						3,881.00 YTD PAID			1,881.00
7116	THEOPHILUS SCHMID TRUST B										
	43930	09/26/13			208995	P	09/27/13	53000	521155	RENTAL-LEASE	500.00
	INVOICE: FY14-5										
	VENDOR TOTALS	2,500.00 YTD INVOICED						2,500.00 YTD PAID			500.00
6650	SMCC INC.										
	43915	09/25/13			208996	P	09/27/13	121600	520970	MAINTENANCE-BUILDING & GR	940.00
	INVOICE: 92613										
	VENDOR TOTALS	940.00 YTD INVOICED						940.00 YTD PAID			940.00
799	SNAP-ON TOOLS										
	43831	08/23/13			208997	P	09/27/13	143200	530105	OPERATING SUPPLIES	300.00
	INVOICE: 82313535										
	VENDOR TOTALS	643.85 YTD INVOICED						643.85 YTD PAID			300.00
800	SOUKUP HARDWARE STORES										
	43928	08/22/13			208998	P	09/27/13	121300	530105	OPERATING SUPPLIES	22.10
	INVOICE: 54603										
	43929	08/12/13			208998	P	09/27/13	143200	530105	OPERATING SUPPLIES	13.31
	INVOICE: 57681										
	VENDOR TOTALS	344.67 YTD INVOICED						344.67 YTD PAID			35.41
1379	SOUTHERN WINE & SPIRITS OF ILLINOIS										
	43926	09/12/13			208999	P	09/27/13	55730	530401	WINE	192.00
	INVOICE: 9487658										
	43926	09/12/13			208999	P	09/27/13	55730	530402	SPIRITS	540.61

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INVOICE: 9487658									
43927	09/19/13			208999	P	09/27/13	55730	530401 WINE	1,245.55
INVOICE: 9501849									
43927	09/19/13			208999	P	09/27/13	55730	530402 SPIRITS	327.02
INVOICE: 9501849									
VENDOR TOTALS		19,988.23 YTD INVOICED					21,624.89 YTD PAID		2,305.18
2687 STAPLES CONTRACT & COMMERCIAL, INC.									
43826	09/14/13			209000	P	09/27/13	143100	530100 OFFICE SUPPLIES	12.60
INVOICE: 3209661494									
43826	09/14/13			209000	P	09/27/13	143200	530100 OFFICE SUPPLIES	12.59
INVOICE: 3209661494									
43826	09/14/13			209000	P	09/27/13	50100	530100 OFFICE SUPPLIES	12.59
INVOICE: 3209661494									
43826	09/14/13			209000	P	09/27/13	50200	530100 OFFICE SUPPLIES	12.59
INVOICE: 3209661494									
VENDOR TOTALS		939.98 YTD INVOICED					939.98 YTD PAID		50.37
7600 STUEVER & SONS, INC									
43916	09/19/13			209001	P	09/27/13	55730	530105 OPERATING SUPPLIES	180.00
INVOICE: 41219									
VENDOR TOTALS		720.00 YTD INVOICED					720.00 YTD PAID		180.00
835 SUPERIOR BEVERAGE CO.									
43917	09/19/13			209002	P	09/27/13	55730	530400 BEER AND WINE	465.20
INVOICE: 231329									
VENDOR TOTALS		10,255.20 YTD INVOICED					10,447.45 YTD PAID		465.20
844 SYSCO FOOD SERV - CHICAGO, INC									
43833	08/31/13			209003	P	09/27/13	55730	530105 OPERATING SUPPLIES	348.32
INVOICE: 308313017									
43918	09/20/13			209003	P	09/27/13	55730	530410 DRY GOODS	33.15
INVOICE: 309201089									
43918	09/20/13			209003	P	09/27/13	55730	530105 OPERATING SUPPLIES	99.44
INVOICE: 309201089									
43918	09/20/13			209003	P	09/27/13	55730	530420 FOOD/RESALE	2,220.59
INVOICE: 309201089									
43919	09/18/13			209003	P	09/27/13	55730	530410 DRY GOODS	16.14
INVOICE: 309181826									
43919	09/18/13			209003	P	09/27/13	55730	530105 OPERATING SUPPLIES	192.11
INVOICE: 309181826									
43919	09/18/13			209003	P	09/27/13	55720	530105 OPERATING SUPPLIES	67.60
INVOICE: 309181826									
43919	09/18/13			209003	P	09/27/13	55730	530420 FOOD/RESALE	464.14
INVOICE: 309181826									
43920	09/16/13			209003	P	09/27/13	55730	530405 BEVERAGES/RESALE	14.31
INVOICE: 309161197									

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
43920	09/16/13			209003	P	09/27/13	55730	530105	OPERATING SUPPLIES	32.94
INVOICE: 309161197										
43920	09/16/13			209003	P	09/27/13	55730	530410	DRY GOODS	143.03
INVOICE: 309161197										
43920	09/16/13			209003	P	09/27/13	55730	530420	FOOD/RESALE	2,780.20
INVOICE: 309161197										
43921	09/13/13			209003	P	09/27/13	55730	530405	BEVERAGES/RESALE	14.31
INVOICE: 309130861										
43921	09/13/13			209003	P	09/27/13	55730	530420	FOOD/RESALE	2,116.59
INVOICE: 309130861										
43922	09/19/13			209003	P	09/27/13	55730	530405	BEVERAGES/RESALE	70.77
INVOICE: 309191580										
43922	09/19/13			209003	P	09/27/13	55730	530420	FOOD/RESALE	860.91
INVOICE: 309191580										
43923	09/21/13			209003	P	09/27/13	55730	530420	FOOD/RESALE	763.15
INVOICE: 309212501										
43924	09/06/13			209003	P	09/27/13	55730	530420	FOOD/RESALE	107.33
INVOICE: 309062167										
43925	09/11/13			209003	P	09/27/13	55730	530420	FOOD/RESALE	104.56
INVOICE: 309112429										
VENDOR TOTALS		89,064.52 YTD INVOICED						95,841.68 YTD PAID		10,449.59
853 TERMINAL SUPPLY CO, INC										
43836	09/17/13			209004	P	09/27/13	65000	530105	OPERATING SUPPLIES	172.28
INVOICE: 58368-00										
VENDOR TOTALS		747.57 YTD INVOICED						747.57 YTD PAID		172.28
865 ACUSHNET COMPANY										
43953	08/27/13			209005	P	09/27/13	55750	520945	PRODUCTS/RESALE	77.56
INVOICE: 1988474										
43954	08/30/13			209005	P	09/27/13	55750	520945	PRODUCTS/RESALE	2,339.12
INVOICE: 2001197										
VENDOR TOTALS		13,505.97 YTD INVOICED						13,505.97 YTD PAID		2,416.68
872 TRAFFIC CONTROL & PROTECTION INC										
43835	08/30/13			209006	P	09/27/13	143200	520995	MAINTENANCE-SIGNS	694.00
INVOICE: 78093										
VENDOR TOTALS		6,317.10 YTD INVOICED						6,317.10 YTD PAID		694.00
7644 TREES R US, INC.										
43931	09/17/13		20140003	209007	P	09/27/13	54000	521085	BRUSH PICK UP SERVICE	22,265.00
INVOICE: 15262										
VENDOR TOTALS		137,840.15 YTD INVOICED						137,840.15 YTD PAID		22,265.00
8482 MICHAEL/JENNIFER UMLAUF										
43838	09/23/13			209008	P	09/27/13	100	240100	ESCROWS - DEVELOPER DEPOS	1,000.00

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 20130372									
VENDOR TOTALS	1,000.00 YTD INVOICED					1,000.00 YTD PAID			1,000.00
6191 M.E.C. ENTERPRISES INC									
43837	08/15/13			209009	P	09/27/13	53000	520970 MAINTENANCE-BUILDING & GR	21.28
INVOICE: 1268									
VENDOR TOTALS	85.97 YTD INVOICED					85.97 YTD PAID			21.28
884 U.S. FOODSERVICE, INC.									
43932	08/28/13			209010	P	09/27/13	55730	530105 OPERATING SUPPLIES	231.49
INVOICE: 343879									
43933	09/17/13			209010	P	09/27/13	55730	530420 FOOD/RESALE	696.27
INVOICE: 971232									
43933	09/17/13			209010	P	09/27/13	55730	530405 BEVERAGES/RESALE	417.11
INVOICE: 971232									
VENDOR TOTALS	42,939.42 YTD INVOICED					46,982.12 YTD PAID			1,344.87
1190 HD SUPPLY FACILITIES MAINT LTD.									
43839	09/03/13			209011	P	09/27/13	50100	530440 TREATMENT COSTS & PESTICI	418.88
INVOICE: 141226									
VENDOR TOTALS	4,862.94 YTD INVOICED					4,862.94 YTD PAID			418.88
911 AURORA LAUNDRY COMPANY, INC									
43934	09/18/13			209012	P	09/27/13	55730	530445 UNIFORMS	22.50
INVOICE: 91910									
43934	09/18/13			209012	P	09/27/13	55730	530446 LINENS AND RENTALS	327.54
INVOICE: 91910									
43934	09/18/13			209012	P	09/27/13	55720	530105 OPERATING SUPPLIES	8.40
INVOICE: 91910									
43934	09/18/13			209012	P	09/27/13	55730	530105 OPERATING SUPPLIES	58.86
INVOICE: 91910									
43935	09/18/13			209012	P	09/27/13	55730	530446 LINENS AND RENTALS	28.30
INVOICE: S92122									
43936	09/11/13			209012	P	09/27/13	55730	530445 UNIFORMS	6.60
INVOICE: S91358									
43937	09/11/13			209012	P	09/27/13	55730	530445 UNIFORMS	14.96
INVOICE: 91148									
43937	09/11/13			209012	P	09/27/13	55730	530446 LINENS AND RENTALS	286.48
INVOICE: 91148									
43937	09/11/13			209012	P	09/27/13	55730	530105 OPERATING SUPPLIES	60.73
INVOICE: 91148									
43937	09/11/13			209012	P	09/27/13	55720	530105 OPERATING SUPPLIES	8.40
INVOICE: 91148									
VENDOR TOTALS	4,507.19 YTD INVOICED					4,943.13 YTD PAID			822.77
915 VERIZON WIRELESS SERVICES LLC									

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	43841	09/16/13			209013	P	09/27/13	134000	521195	TELECOMMUNICATIONS	570.21
	INVOICE: 9711672137										
	VENDOR TOTALS	14,509.68 YTD INVOICED							15,401.62 YTD PAID		570.21
946	WEST CENTRAL MUNICIPAL CONFERENCE										
	43834	08/31/13			209014	P	09/27/13	143200	520600	DUES-SUBSCRIPTIONS-REG FE	575.00
	INVOICE: 5880-IN										
	VENDOR TOTALS	15,176.00 YTD INVOICED							15,176.00 YTD PAID		575.00
948	WEST PUBLISHING CORPORATION										
	43840	09/01/13			209015	P	09/27/13	134000	520600	DUES-SUBSCRIPTIONS-REG FE	140.90
	INVOICE: 827925507										
	VENDOR TOTALS	719.52 YTD INVOICED							719.52 YTD PAID		140.90
7711	WINDY CITY DISTRIBUTION COMPANY										
	43938	09/18/13			209016	P	09/27/13	55730	530400	BEER AND WINE	474.17
	INVOICE: 396651										
	VENDOR TOTALS	9,045.68 YTD INVOICED							9,674.65 YTD PAID		474.17
6568	WIRTZ BEVERAGE ILLINOIS LLC										
	43939	09/19/13			209017	P	09/27/13	55730	530402	SPIRITS	611.69
	INVOICE: 1011263718										
	VENDOR TOTALS	6,602.78 YTD INVOICED							6,602.78 YTD PAID		611.69
4658	ZBATTERY.COM, INC.										
	43843	09/11/13			209018	P	09/27/13	126000	530100	OFFICE SUPPLIES	22.01
	INVOICE: I164931										
	VENDOR TOTALS	116.98 YTD INVOICED							116.98 YTD PAID		22.01
6906	ZIMMERMAN FORD LINCOLN MERCURY, INC										
	43842	09/17/13			209019	P	09/27/13	65000	521180	REPAIRS-CONTRACTUAL/LABOR	380.00
	INVOICE: 83409										
	43842	09/17/13			209019	P	09/27/13	65000	521185	REPAIRS-CONTRACTUAL/PARTS	764.62
	INVOICE: 83409										
	VENDOR TOTALS	10,179.33 YTD INVOICED							10,179.33 YTD PAID		1,144.62
										REPORT TOTALS	549,026.97

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	97	229,717.30
TOTAL WIRE TRANSFERS	31	319,309.67

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
304 FIFTH THIRD BANK									
43957	08/27/13			11993	W	09/23/13	55720 530105	OPERATING SUPPLIES	208.15
INVOICE: ALLN-206									
43958	08/27/13			11995	W	09/23/13	55720 530105	OPERATING SUPPLIES	639.59
INVOICE: ATKM-237									
43959	08/27/13			11996	W	09/23/13	55730 530420	FOOD/RESALE	856.58
INVOICE: ATKM-238									
43959	08/27/13			11996	W	09/23/13	55730 530105	OPERATING SUPPLIES	215.86
INVOICE: ATKM-238									
43960	08/27/13			11997	W	09/23/13	55730 530105	OPERATING SUPPLIES	25.00
INVOICE: ATKM-239									
43961	08/27/13			11998	W	09/23/13	55730 530105	OPERATING SUPPLIES	57.80
INVOICE: ATKM-240									
43962	08/27/13			11999	W	09/23/13	55730 530105	OPERATING SUPPLIES	39.33
INVOICE: ATKM-241									
43963	08/27/13			12000	W	09/23/13	55730 530420	FOOD/RESALE	52.97
INVOICE: ATKM-242									
43963	08/27/13			12000	W	09/23/13	55730 530105	OPERATING SUPPLIES	15.45
INVOICE: ATKM-242									
43964	08/27/13			12001	W	09/23/13	55730 530105	OPERATING SUPPLIES	157.33
INVOICE: ATKM-243									
43965	08/27/13			12003	W	09/23/13	121400 570110	COMPUTER EQUIPMENT/PROJEC	248.59
INVOICE: BINM-320									
43966	08/27/13			12004	W	09/23/13	121400 570110	COMPUTER EQUIPMENT/PROJEC	412.21
INVOICE: BINM-321									
43967	08/27/13			12005	W	09/23/13	121400 520900	POSTAGE & SHIPPING	80.72
INVOICE: BINM-322									
43968	08/27/13			12006	W	09/23/13	121400 570110	COMPUTER EQUIPMENT/PROJEC	3,898.70
INVOICE: BINM-323									
43969	08/27/13			12007	W	09/23/13	121400 570110	COMPUTER EQUIPMENT/PROJEC	307.99
INVOICE: BINM-324									
43970	08/27/13			12008	W	09/23/13	121400 570110	COMPUTER EQUIPMENT/PROJEC	30.71
INVOICE: BINM-325									
43971	08/27/13			12009	W	09/23/13	121400 570110	COMPUTER EQUIPMENT/PROJEC	-69.99
INVOICE: BINM-326									
43972	08/27/13			12011	W	09/23/13	143100 520305	EMPLOYEE RECOGNITION	40.00
INVOICE: BUCD-175									
43973	08/27/13			12012	W	09/23/13	143200 520620	EMPLOYEE EDUCATION	1,050.00
INVOICE: BUCD-176									
43973	08/27/13			12012	W	09/23/13	50100 520620	EMPLOYEE EDUCATION	525.00
INVOICE: BUCD-176									
43973	08/27/13			12012	W	09/23/13	50200 520620	EMPLOYEE EDUCATION	525.00
INVOICE: BUCD-176									
43974	08/27/13			12014	W	09/23/13	55720 530105	OPERATING SUPPLIES	188.20
INVOICE: CAMM-262									
43975	08/27/13			12015	W	09/23/13	55730 530105	OPERATING SUPPLIES	47.56
INVOICE: CAMM-263									
43976	08/27/13			12016	W	09/23/13	55720 530105	OPERATING SUPPLIES	30.28
INVOICE: CAMM-264									
43977	08/27/13			12017	W	09/23/13	55730 530105	OPERATING SUPPLIES	100.59
INVOICE: CAMM-265									

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
43978	08/27/13			12018	W	09/23/13	55720	530105	OPERATING SUPPLIES	74.42
INVOICE: CAMM-266										
43979	08/27/13			12019	W	09/23/13	121500	520160	SENIOR CENTER GRANT EXPEN	31.50
INVOICE: DAVS-22										
43980	08/27/13			12020	W	09/23/13	121500	520620	EMPLOYEE EDUCATION	20.50
INVOICE: DAVS-23										
43981	08/27/13			12021	W	09/23/13	121500	520620	EMPLOYEE EDUCATION	10.91
INVOICE: DAVS-24										
43982	08/27/13			12022	W	09/23/13	121500	530105	OPERATING SUPPLIES	8.99
INVOICE: DAVS-25										
43983	08/27/13			12024	W	09/23/13	121200	520625	TRAVEL	359.25
INVOICE: FRAM-135										
43984	08/27/13			12025	W	09/23/13	121200	521230	PUBLIC RELATIONS	192.51
INVOICE: FRAM-136										
43985	08/27/13			12027	W	09/23/13	65000	520620	EMPLOYEE EDUCATION	258.00
INVOICE: FRAF-187										
43986	08/27/13			12028	W	09/23/13	65000	520625	TRAVEL	87.35
INVOICE: FRAF-188										
43987	08/27/13			12029	W	09/23/13	65000	530310	PARTS PURCHASED	418.67
INVOICE: FRAF-189										
43988	08/27/13			12030	W	09/23/13	65000	520625	TRAVEL	46.17
INVOICE: FRAF-190										
43989	08/27/13			12033	W	09/23/13	134000	520625	TRAVEL	7.37
INVOICE: HARJ-199										
43990	08/27/13			12034	W	09/23/13	134000	520625	TRAVEL	13.52
INVOICE: HARJ-200										
43991	08/27/13			12035	W	09/23/13	134000	520625	TRAVEL	32.01
INVOICE: HARJ-201										
43992	08/27/13			12036	W	09/23/13	134000	520625	TRAVEL	14.33
INVOICE: HARJ-202										
43993	08/27/13			12037	W	09/23/13	134000	520625	TRAVEL	14.40
INVOICE: HARJ-203										
43994	08/27/13			12038	W	09/23/13	134000	520625	TRAVEL	23.70
INVOICE: HARJ-204										
43995	08/27/13			12039	W	09/23/13	134000	520625	TRAVEL	31.93
INVOICE: HARJ-205										
43996	08/27/13			12040	W	09/23/13	134000	520625	TRAVEL	26.05
INVOICE: HARJ-206										
43997	08/27/13			12041	W	09/23/13	134000	520625	TRAVEL	488.25
INVOICE: HARJ-207										
43998	08/27/13			12042	W	09/23/13	134000	520620	EMPLOYEE EDUCATION	900.00
INVOICE: HARJ-208										
43999	08/27/13			12047	W	09/23/13	121300	530105	OPERATING SUPPLIES	25.00
INVOICE: KOLH-156										
44000	08/27/13			12048	W	09/23/13	121300	530105	OPERATING SUPPLIES	149.48
INVOICE: KOLH-157										
44001	08/27/13			12050	W	09/23/13	55710	530105	OPERATING SUPPLIES	32.00
INVOICE: LUDM-548										
44002	08/27/13			12051	W	09/23/13	55715	530105	OPERATING SUPPLIES	59.50
INVOICE: LUDM-549										
44002	08/27/13			12051	W	09/23/13	55715	520975	MAINTENANCE-EQUIPMENT	70.95

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: LUDM-549									
44003	08/27/13			12052	W	09/23/13	55715 520975	MAINTENANCE-EQUIPMENT	139.00
INVOICE: LUDM-550									
44004	08/27/13			12053	W	09/23/13	55715 520975	MAINTENANCE-EQUIPMENT	863.03
INVOICE: LUDM-551									
44005	08/27/13			12054	W	09/23/13	55715 530105	OPERATING SUPPLIES	196.25
INVOICE: LUDM-552									
44006	08/27/13			12055	W	09/23/13	55725 520970	MAINTENANCE-BUILDING & GR	91.05
INVOICE: LUDM-553									
44007	08/27/13			12056	W	09/23/13	55710 520970	MAINTENANCE-BUILDING & GR	218.00
INVOICE: LUDM-554									
44008	08/27/13			12057	W	09/23/13	55715 520975	MAINTENANCE-EQUIPMENT	138.44
INVOICE: LUDM-555									
44009	08/27/13			12058	W	09/23/13	55715 520975	MAINTENANCE-EQUIPMENT	885.74
INVOICE: LUDM-556									
44010	08/27/13			12059	W	09/23/13	55710 520980	MAINTENANCE-DRAIN & IRRIG	198.42
INVOICE: LUDM-557									
44011	08/27/13			12060	W	09/23/13	55710 530105	OPERATING SUPPLIES	958.08
INVOICE: LUDM-558									
44012	08/27/13			12061	W	09/23/13	55700 580100	CAPITAL IMPROVEMENTS	9,956.95
INVOICE: LUDM-559									
44013	08/27/13			12062	W	09/23/13	55715 530105	OPERATING SUPPLIES	196.41
INVOICE: LUDM-560									
44013	08/27/13			12062	W	09/23/13	55715 520975	MAINTENANCE-EQUIPMENT	108.52
INVOICE: LUDM-560									
44013	08/27/13			12062	W	09/23/13	55710 520980	MAINTENANCE-DRAIN & IRRIG	1,052.91
INVOICE: LUDM-560									
44014	08/27/13			12063	W	09/23/13	55715 520975	MAINTENANCE-EQUIPMENT	576.00
INVOICE: LUDM-561									
44015	08/27/13			12064	W	09/23/13	55715 520975	MAINTENANCE-EQUIPMENT	597.50
INVOICE: LUDM-562									
44016	08/27/13			12066	W	09/23/13	134000 530105	OPERATING SUPPLIES	47.46
INVOICE: MILC-154									
44017	08/27/13			12067	W	09/23/13	134000 530100	OFFICE SUPPLIES	60.80
INVOICE: MILC-155									
44018	08/27/13			12068	W	09/23/13	134000 530105	OPERATING SUPPLIES	16.83
INVOICE: MILC-156									
44019	08/27/13			12070	W	09/23/13	134000 520625	TRAVEL	55.20
INVOICE: NORP-122									
44020	08/27/13			12071	W	09/23/13	134000 520625	TRAVEL	79.00
INVOICE: NORP-123									
44021	08/27/13			12072	W	09/23/13	134000 520625	TRAVEL	60.00
INVOICE: NORP-124									
44022	08/27/13			12074	W	09/23/13	55730 530105	OPERATING SUPPLIES	71.46
INVOICE: PEKM-231									
44023	08/27/13			12075	W	09/23/13	55700 530100	OFFICE SUPPLIES	5.99
INVOICE: PEKM-232									
44024	08/27/13			12076	W	09/23/13	55730 530105	OPERATING SUPPLIES	42.79
INVOICE: PEKM-233									
44024	08/27/13			12076	W	09/23/13	55700 530100	OFFICE SUPPLIES	23.15
INVOICE: PEKM-233									

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
44025	08/27/13			12078	W	09/23/13	55725	520970	MAINTENANCE-BUILDING & GR	207.25
INVOICE: PEKC-388										
44025	08/27/13			12078	W	09/23/13	55710	530105	OPERATING SUPPLIES	105.44
INVOICE: PEKC-388										
44026	08/27/13			12079	W	09/23/13	55710	530105	OPERATING SUPPLIES	696.99
INVOICE: PEKC-389										
44027	08/27/13			12081	W	09/23/13	143100	520625	TRAVEL	52.50
INVOICE: PERJ-44										
44028	08/27/13			12083	W	09/23/13	126500	520600	DUES-SUBSCRIPTIONS-REG FE	70.00
INVOICE: SCHK-88										
44029	08/27/13			12085	W	09/23/13	121200	520615	RECRUITING AND TESTING	350.00
INVOICE: STOA-9										
44030	08/27/13			12087	W	09/23/13	55720	530105	OPERATING SUPPLIES	85.00
INVOICE: VESJ-206										
44031	08/27/13			12088	W	09/23/13	55720	530105	OPERATING SUPPLIES	212.59
INVOICE: VESJ-207										
44032	08/27/13			12090	W	09/23/13	134000	520600	DUES-SUBSCRIPTIONS-REG FE	174.75
INVOICE: WEBN-125										
44033	08/27/13			12091	W	09/23/13	134000	530105	OPERATING SUPPLIES	248.80
INVOICE: WEBN-126										
44034	08/27/13			12093	W	09/23/13	121500	530105	OPERATING SUPPLIES	297.62
INVOICE: HEFJ-185										
44035	08/27/13			12094	W	09/23/13	121500	530105	OPERATING SUPPLIES	43.98
INVOICE: HEFJ-186										
44036	08/27/13			12095	W	09/23/13	121500	520160	SENIOR CENTER GRANT EXPEN	9.45
INVOICE: HEFJ-187										
44037	08/27/13			12096	W	09/23/13	121500	520160	SENIOR CENTER GRANT EXPEN	10.50
INVOICE: HEFJ-188										
44038	08/27/13			12097	W	09/23/13	121500	520620	EMPLOYEE EDUCATION	19.28
INVOICE: HEFJ-189										
44039	08/27/13			12098	W	09/23/13	121500	520160	SENIOR CENTER GRANT EXPEN	9.55
INVOICE: HEFJ-190										
44040	08/27/13			12099	W	09/23/13	121500	520160	SENIOR CENTER GRANT EXPEN	9.85
INVOICE: HEFJ-191										
44041	08/27/13			12100	W	09/23/13	121500	520620	EMPLOYEE EDUCATION	11.57
INVOICE: HEFJ-192										
44042	08/27/13			12101	W	09/23/13	134000	520625	TRAVEL	725.60
INVOICE: HOLW-156										
44043	08/27/13			12102	W	09/23/13	134000	530105	OPERATING SUPPLIES	18.11
INVOICE: HOLW-157										
ACOA-66	08/27/13			11990	W	09/23/13	121300	530105	OPERATING SUPPLIES	43.91
INVOICE: ACOA-87										
ACOA-66	08/27/13			11990	W	09/23/13	121600	520970	MAINTENANCE-BUILDING & GR	60.78
INVOICE: ACOA-87										
ACTR-67	08/27/13			11991	W	09/23/13	134000	530105	OPERATING SUPPLIES	40.32
INVOICE: ACTR-120										
ALLN-72	08/27/13			11992	W	09/23/13	55720	520900	POSTAGE & SHIPPING	35.24
INVOICE: ALLN-205										
ATKM-79	08/27/13			11994	W	09/23/13	55730	530105	OPERATING SUPPLIES	179.01
INVOICE: ATKM-236										
BINM-79	08/27/13			12002	W	09/23/13	50100	520835	BANKING SERVICES	15.00

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INVOICE: BINM-319										
BINM-79	08/27/13			12002	W	09/23/13	50200	520835	BANKING SERVICES	15.00
INVOICE: BINM-319										
BUCD-73	08/27/13			12010	W	09/23/13	143200	521055	PROFESSIONAL SERVICES - O	221.62
INVOICE: BUCD-174										
CAMM-80	08/27/13			12013	W	09/23/13	55720	530105	OPERATING SUPPLIES	74.00
INVOICE: CAMM-261										
DENK-41	08/27/13			12082	W	09/23/13	121200	520305	EMPLOYEE RECOGNITION	50.00
INVOICE: SCHK-87										
FRAF-72	08/27/13			12026	W	09/23/13	65000	530100	OFFICE SUPPLIES	127.21
INVOICE: FRAF-186										
FRAM-23	08/27/13			12023	W	09/23/13	121200	520305	EMPLOYEE RECOGNITION	29.36
INVOICE: FRAM-134										
HANJ-14	08/27/13			12031	W	09/23/13	143200	520625	TRAVEL	20.00
INVOICE: HANJ-44										
HARJ-68	08/27/13			12032	W	09/23/13	134000	520625	TRAVEL	17.59
INVOICE: HARJ-198										
HEFJ-78	08/27/13			12092	W	09/23/13	121500	530105	OPERATING SUPPLIES	212.95
INVOICE: HEFJ-184										
HOLW-76	08/27/13			12043	W	09/23/13	134000	520625	TRAVEL	12.21
INVOICE: HOLW-155										
HORK-29	08/27/13			12044	W	09/23/13	143100	520305	EMPLOYEE RECOGNITION	150.33
INVOICE: HORK-63										
HULS-74	08/27/13			12045	W	09/23/13	126000	520600	DUES-SUBSCRIPTIONS-REG FE	102.00
INVOICE: HULS-176										
KOLH-65	08/27/13			12046	W	09/23/13	121300	530105	OPERATING SUPPLIES	5.49
INVOICE: KOLH-155										
LUDM-82	08/27/13			12049	W	09/23/13	55715	530105	OPERATING SUPPLIES	6.30
INVOICE: LUDM-547										
LUDM-82	08/27/13			12049	W	09/23/13	55715	520975	MAINTENANCE-EQUIPMENT	386.00
INVOICE: LUDM-547										
LUDM-82	08/27/13			12049	W	09/23/13	55710	530105	OPERATING SUPPLIES	93.39
INVOICE: LUDM-547										
MILC-35	08/27/13			12065	W	09/23/13	134000	530105	OPERATING SUPPLIES	35.97
INVOICE: MILC-153										
NORP-67	08/27/13			12069	W	09/23/13	134000	520625	TRAVEL	583.66
INVOICE: NORP-121										
PEKC-80	08/27/13			12077	W	09/23/13	55710	530435	SOD,SEED,SAND & GRAVEL	1,875.00
INVOICE: PEKC-387										
PEKM-78	08/27/13			12073	W	09/23/13	55730	530105	OPERATING SUPPLIES	12.99
INVOICE: PEKM-230										
PERJ-18	08/27/13			12080	W	09/23/13	143100	520620	EMPLOYEE EDUCATION	350.00
INVOICE: PERJ-43										
SMIS-41	08/27/13			12084	W	09/23/13	134000	520600	DUES-SUBSCRIPTIONS-REG FE	47.06
INVOICE: SMIS-79										
VESJ-80	08/27/13			12086	W	09/23/13	55750	520945	PRODUCTS/RESALE	233.37
INVOICE: VESJ-205										
WEBN-58	08/27/13			12089	W	09/23/13	134000	530100	OFFICE SUPPLIES	51.80
INVOICE: WEBN-124										

WARRANT: 0913-5 TO FISCAL 2014/05 05/01/2013 TO 04/30/2014

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		336,831.62 YTD INVOICED					336,831.62 YTD PAID		38,165.75
								REPORT TOTALS	38,165.75

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	113	38,165.75

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

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
27	A-LEN RADIATOR & AUTOMOTIVE INC										
	44044	09/25/13			209020	P	10/04/13	65000	521180	REPAIRS-CONTRACTUAL/LABOR	70.00
	INVOICE: 46531										
	VENDOR TOTALS		70.00 YTD INVOICED						70.00 YTD PAID		70.00
2021	A-RELIABLE PRINTING										
	44050	09/20/13			209021	P	10/04/13	50100	521055	PROFESSIONAL SERVICES - O	37.50
	INVOICE: 14565										
	44050	09/20/13			209021	P	10/04/13	50200	521055	PROFESSIONAL SERVICES - O	37.50
	INVOICE: 14565										
	VENDOR TOTALS		3,096.61 YTD INVOICED						3,096.61 YTD PAID		75.00
5380	L & R MORAN, INC										
	44047	09/15/13			209022	P	10/04/13	121200	520615	RECRUITING AND TESTING	178.23
	INVOICE: 50211										
	VENDOR TOTALS		1,211.16 YTD INVOICED						1,211.16 YTD PAID		178.23
8181	MWSTAR WASTE HOLDINGS CORPORATION										
	44048	09/14/13			209023	P	10/04/13	143200	521115	LANDFILL FEES	501.60
	INVOICE: TB0000011728										
	44158	09/21/13			209023	P	10/04/13	143200	521115	LANDFILL FEES	265.86
	INVOICE: TB0000011757										
	VENDOR TOTALS		6,476.71 YTD INVOICED						6,476.71 YTD PAID		767.46
1107	AMERICAN EXPRESS										
	950550	10/01/13			12104	W	10/04/13	50100	520835	BANKING SERVICES	96.25
	INVOICE: AMEXVGE-53										
	950550	10/01/13			12104	W	10/04/13	50200	520835	BANKING SERVICES	96.24
	INVOICE: AMEXVGE-53										
	950550	10/01/13			12104	W	10/04/13	54000	520835	BANKING SERVICES	96.24
	INVOICE: AMEXVGE-53										
	AMEX-103	10/01/13			12105	W	10/04/13	55720	520810	CREDIT CARD FEES	1,655.27
	INVOICE: AMEXREC-54										
	AMEX-103	10/01/13			12105	W	10/04/13	55730	520810	CREDIT CARD FEES	114.95
	INVOICE: AMEXREC-54										
	AMEX-103	10/01/13			12105	W	10/04/13	55750	520810	CREDIT CARD FEES	160.93
	INVOICE: AMEXREC-54										
	VENDOR TOTALS		10,428.98 YTD INVOICED						10,428.98 YTD PAID		2,219.88
46	AMERICAN WATER WORKS ASSN.										
	44098	07/30/13			209024	P	10/04/13	50100	520600	DUES-SUBSCRIPTIONS-REG FE	187.00
	INVOICE: 7000691114										
	VENDOR TOTALS		1,981.00 YTD INVOICED						1,981.00 YTD PAID		187.00
65	AT&T										

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
44045	09/19/13			209025	P	10/04/13	55720	521195	TELECOMMUNICATIONS	37.02
INVOICE:	630469858009-4									
44045	09/19/13			209025	P	10/04/13	55730	521195	TELECOMMUNICATIONS	37.02
INVOICE:	630469858009-4									
44045	09/19/13			209025	P	10/04/13	55750	521195	TELECOMMUNICATIONS	37.01
INVOICE:	630469858009-4									
44046	09/19/13			209025	P	10/04/13	55710	521195	TELECOMMUNICATIONS	105.63
INVOICE:	630469056009-4									
VENDOR TOTALS		1,670.61 YTD INVOICED						1,670.61 YTD PAID		216.68
7459 BETTY J AWKER										
44049	09/26/13			209026	P	10/04/13	1000	480200	PARKWAY REFORESTATION	85.00
INVOICE:	100113									
VENDOR TOTALS		85.00 YTD INVOICED						85.00 YTD PAID		85.00
8437 B & F CONSTRUCTION CODE SERVICES, INC										
44099	09/05/13			209027	P	10/04/13	126000	521042	PLUMBING INSPECTIONS	250.00
INVOICE:	37841									
44100	09/05/13			209027	P	10/04/13	126000	521048	BUILDING REVIEWS	198.04
INVOICE:	37846									
VENDOR TOTALS		10,406.63 YTD INVOICED						10,406.63 YTD PAID		448.04
6685 AARON/KATHLEEN BARE										
44051	09/25/13			209028	P	10/04/13	100	240100	ESCROWS - DEVELOPER DEPOS	2,000.00
INVOICE:	20131296									
VENDOR TOTALS		2,000.00 YTD INVOICED						2,000.00 YTD PAID		2,000.00
6043 CHICAGO PARTS & SOUND LLC										
44052	09/24/13			209029	P	10/04/13	65000	530310	PARTS PURCHASED	116.58
INVOICE:	545856									
VENDOR TOTALS		4,465.22 YTD INVOICED						4,465.22 YTD PAID		116.58
3942 VICTORIA COVEY										
44101	09/03/13			209030	P	10/04/13	55730	530420	FOOD/RESALE	453.00
INVOICE:	130903									
44102	09/17/13			209030	P	10/04/13	55730	530420	FOOD/RESALE	188.00
INVOICE:	130917									
VENDOR TOTALS		3,408.00 YTD INVOICED						3,408.00 YTD PAID		641.00
204 DAILY HERALD										
44056	08/13/13			209031	P	10/04/13	126500	521055	PROFESSIONAL SERVICES - O	1,150.00
INVOICE:	T4349123									
44057	08/23/13			209031	P	10/04/13	100	240100	ESCROWS - DEVELOPER DEPOS	116.15
INVOICE:	T4350130									
44058	08/23/13			209031	P	10/04/13	100	240100	ESCROWS - DEVELOPER DEPOS	104.65

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: T4350129										
	44059	08/23/13			209031	P	10/04/13	40000	580100	CONSTRUCTION PROJECTS	65.55
	INVOICE: T4350177										
	44060	08/23/13			209031	P	10/04/13	100	240100	ESCROWS - DEVELOPER DEPOS	106.95
	INVOICE: T4350221										
	44061	08/23/13			209031	P	10/04/13	100	240100	ESCROWS - DEVELOPER DEPOS	108.10
	INVOICE: T4350222										
	44104	09/20/13			209031	P	10/04/13	126000	520905	PRINTING	95.45
	INVOICE: T4352901										
	44105	09/20/13			209031	P	10/04/13	126000	520905	PRINTING	110.40
	INVOICE: T4352906										
	44106	09/09/13			209031	P	10/04/13	40000	580155	SIDEWALK IMPROVEMENTS	64.40
	INVOICE: T4351720										
	44107	09/09/13			209031	P	10/04/13	126000	520905	PRINTING	101.20
	INVOICE: T4351502										
	44108	09/09/13			209031	P	10/04/13	126000	520905	PRINTING	94.30
	INVOICE: T4351504										
	44109	09/11/13			209031	P	10/04/13	143200	521055	PROFESSIONAL SERVICES - O	59.80
	INVOICE: T4352051										
	VENDOR TOTALS		4,846.80 YTD INVOICED						4,846.80 YTD PAID		2,176.95
8496	DTG OPERATIONS										
	44053	09/24/13			209032	P	10/04/13	1000	450100	POLICE ORDINANCE FINES	20.00
	INVOICE: CR100113										
	VENDOR TOTALS		20.00 YTD INVOICED						20.00 YTD PAID		20.00
241	DU-COMM										
	44054	10/01/13			209033	P	10/04/13	135000	520920	DU-COMM	30,709.25
	INVOICE: 15004										
	VENDOR TOTALS		282,261.95 YTD INVOICED						282,261.95 YTD PAID		30,709.25
2558	R. W. DUNTEMAN COMPANY										
	44103	09/12/13		20140016	209034	P	10/04/13	40000	580160 13005	2013 STREET IMPROV	388,168.08
	INVOICE: 131502										
	44103	09/12/13		20140016	209034	P	10/04/13	50100	580100 13005	2013 STREET IMPROVEMENTS	282,859.90
	INVOICE: 131502										
	44103	09/12/13		20140016	209034	P	10/04/13	50200	580100 13005	2013 STREET IMPROVEMENTS	43,342.47
	INVOICE: 131502										
	VENDOR TOTALS		1,038,171.57 YTD INVOICED						1,038,171.57 YTD PAID		714,370.45
255	DUPAGE JUVENILE OFF. ASSN.										
	44055	09/27/13			209035	P	10/04/13	134000	520620	EMPLOYEE EDUCATION	110.00
	INVOICE: 100113										
	VENDOR TOTALS		210.00 YTD INVOICED						210.00 YTD PAID		110.00
283	ENGINEERING RESOURCE ASSOC INC										

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	44111	09/20/13		20140039	209036	P	10/04/13	40000	580100 14001	CAPITAL IMPROVEMENTS	1,499.40
	INVOICE: 130813.01										
	44112	08/28/13		20140039	209036	P	10/04/13	40000	580100 14001	CAPITAL IMPROVEMENTS	693.70
	INVOICE: 130605.01										
	VENDOR TOTALS		46,557.33 YTD INVOICED						46,557.33 YTD PAID		2,193.10
291	EUCLID BEVERAGE, LTD										
	44113	09/25/13			209037	P	10/04/13	55730	530400	BEER AND WINE	1,376.70
	INVOICE: 8177912223										
	VENDOR TOTALS		28,876.65 YTD INVOICED						28,876.65 YTD PAID		1,376.70
7155	SHARYL FAGANEL										
	44160	08/14/13			209038	P	10/04/13	500	240205	HYDRANT METER DEPOSITS	500.00
	INVOICE: HMR100313										
	VENDOR TOTALS		500.00 YTD INVOICED						500.00 YTD PAID		500.00
301	FEDERAL EXPRESS CORPORATION										
	44114	08/28/13			209039	P	10/04/13	126000	521055	PROFESSIONAL SERVICES - O	29.75
	INVOICE: 2-383-05081										
	VENDOR TOTALS		131.39 YTD INVOICED						131.39 YTD PAID		29.75
3075	FIRST ADVANTAGE OCCUPATIONAL HEALTH SVCS										
	44063	08/31/13			209040	P	10/04/13	60000	520870	RISK MANAGEMENT	58.00
	INVOICE: P2644685										
	VENDOR TOTALS		168.00 YTD INVOICED						168.00 YTD PAID		58.00
311	THE TERRAMAR GROUP, INC										
	44062	09/19/13			209041	P	10/04/13	65000	530310	PARTS PURCHASED	69.37
	INVOICE: 58631										
	VENDOR TOTALS		3,376.56 YTD INVOICED						3,376.56 YTD PAID		69.37
8499	GUISEPPE TROPEA										
	44115	09/13/13			209042	P	10/04/13	121300	530105	OPERATING SUPPLIES	476.00
	INVOICE: 100313										
	VENDOR TOTALS		476.00 YTD INVOICED						476.00 YTD PAID		476.00
6961	GFS MARKETPLACE LLC										
	44118	09/23/13			209043	P	10/04/13	55730	530410	DRY GOODS	6.99
	INVOICE: 770137067										
	44119	09/28/13			209043	P	10/04/13	55730	530420	FOOD/RESALE	41.97
	INVOICE: 934021678										
	VENDOR TOTALS		560.78 YTD INVOICED						560.78 YTD PAID		48.96

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
356	GLEN ELLYN VOLUNTEER FIRE CO.										
	44116	10/03/13			209044	P	10/04/13	100	250350	DONATIONS DUE TO FIRE COM	7,120.52
	INVOICE:	SEPT-2013									
	44164	10/03/13			209044	P	10/04/13	135000	520150	FIRE COMPANY CONTRIBUTION	26,250.00
	INVOICE:	FY14-2									
	VENDOR TOTALS		123,937.61 YTD INVOICED						123,937.61 YTD PAID		33,370.52
4739	GORDON FOOD SERVICE, INC.										
	44117	09/25/13			209045	P	10/04/13	55730	530410	DRY GOODS	78.50
	INVOICE:	153378231									
	44117	09/25/13			209045	P	10/04/13	55720	530105	OPERATING SUPPLIES	54.22
	INVOICE:	153378231									
	44117	09/25/13			209045	P	10/04/13	55730	530420	FOOD/RESALE	433.68
	INVOICE:	153378231									
	VENDOR TOTALS		12,477.08 YTD INVOICED						12,477.08 YTD PAID		566.40
929	W.W. GRAINGER INC										
	44064	09/17/13			209046	P	10/04/13	65000	530105	OPERATING SUPPLIES	170.78
	INVOICE:	9245096814									
	44065	09/20/13			209046	P	10/04/13	50100	521050	MAINTENANCE-OTHER	32.36
	INVOICE:	9248639446									
	44066	09/20/13			209046	P	10/04/13	50100	521050	MAINTENANCE-OTHER	67.55
	INVOICE:	9248639438									
	44067	09/20/13			209046	P	10/04/13	50200	521005	MAINTENANCE-STORM SEWERS	220.28
	INVOICE:	9249306961									
	VENDOR TOTALS		6,193.59 YTD INVOICED						6,193.59 YTD PAID		490.97
7395	GREEN GRASS INC										
	44157	09/13/13			209047	P	10/04/13	100	240100	ESCROWS - DEVELOPER DEPOS	1,000.00
	INVOICE:	20131410									
	VENDOR TOTALS		1,000.00 YTD INVOICED						1,000.00 YTD PAID		1,000.00
7298	GREENSCAPE HOMES LLC										
	44163	08/30/13			209048	P	10/04/13	500	240205	HYDRANT METER DEPOSITS	500.00
	INVOICE:	HMR100313									
	VENDOR TOTALS		21,717.50 YTD INVOICED						21,717.50 YTD PAID		500.00
6405	HIGHLAND BAKING CO										
	44120	09/28/13			209049	P	10/04/13	55730	530420	FOOD/RESALE	325.09
	INVOICE:	555165									
	44121	09/27/13			209049	P	10/04/13	55730	530420	FOOD/RESALE	171.52
	INVOICE:	554459									
	44122	09/26/13			209049	P	10/04/13	55730	530420	FOOD/RESALE	93.44
	INVOICE:	553954									
	44123	09/25/13			209049	P	10/04/13	55730	530420	FOOD/RESALE	61.58
	INVOICE:	553435									

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	44124	09/24/13			209049	P	10/04/13	55730	530420	FOOD/RESALE	71.36
	INVOICE: 552879										
	44125	09/23/13			209049	P	10/04/13	55730	530420	FOOD/RESALE	30.89
	INVOICE: 552338										
	VENDOR TOTALS		8,729.19 YTD INVOICED						8,729.19 YTD PAID		753.88
8434	JR PLUMBING, HEATING, AIR CONDITIONING										
	44068	09/27/13			209050	P	10/04/13	121600	520970	MAINTENANCE-BUILDING & GR	180.00
	INVOICE: 6252										
	VENDOR TOTALS		3,430.00 YTD INVOICED						3,430.00 YTD PAID		180.00
8312	RONALD KAMMES										
	44155	09/23/13			209051	P	10/04/13	100	240100	ESCROWS - DEVELOPER DEPOS	2,000.00
	INVOICE: 20131504										
	VENDOR TOTALS		2,864.00 YTD INVOICED						2,864.00 YTD PAID		2,000.00
516	KIEFT BROTHERS, INC.										
	44126	09/13/13			209052	P	10/04/13	50200	521005	MAINTENANCE-STORM SEWERS	1,213.85
	INVOICE: 198078										
	VENDOR TOTALS		1,213.85 YTD INVOICED						1,213.85 YTD PAID		1,213.85
8303	LEADER PETROCHEM II, LLC										
	44069	09/26/13			209053	P	10/04/13	65000	530105	OPERATING SUPPLIES	379.99
	INVOICE: 1EN6201										
	VENDOR TOTALS		749.98 YTD INVOICED						749.98 YTD PAID		379.99
569	MARCOTT ENTERPRISES, INC.										
	44128	09/24/13		20140005	209054	P	10/04/13	50100	520985	MAINTENANCE-R.O.W.	5,000.00
	INVOICE: 16702										
	44129	09/24/13		20140005	209054	P	10/04/13	50100	520985	MAINTENANCE-R.O.W.	455.55
	INVOICE: 16703										
	44129	09/24/13		20140005	209054	P	10/04/13	50200	520985	MAINTENANCE-R.O.W.	455.55
	INVOICE: 16703										
	VENDOR TOTALS		14,295.38 YTD INVOICED						14,295.38 YTD PAID		5,911.10
7561	JACK R MCMAHON										
	44159	08/13/13			209055	P	10/04/13	500	240205	HYDRANT METER DEPOSITS	500.00
	INVOICE: HMR100313										
	44159	08/13/13			209055	P	10/04/13	5010	440510	METERED WATER REVENUE	-75.00
	INVOICE: HMR100313										
	VENDOR TOTALS		2,425.00 YTD INVOICED						2,425.00 YTD PAID		425.00
595	MENARDS, INC.										
	44071	09/20/13			209056	P	10/04/13	50100	530105	OPERATING SUPPLIES	13.29

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
INVOICE: 36018										
VENDOR TOTALS	721.87 YTD INVOICED							721.87 YTD PAID		13.29
6009 MERCHANT WAREHOUSE										
967254	10/01/13			12106	W	10/04/13	50100	520835	BANKING SERVICES	712.91
INVOICE: MERCH-54										
967254	10/01/13			12106	W	10/04/13	50200	520835	BANKING SERVICES	712.91
INVOICE: MERCH-54										
967254	10/01/13			12106	W	10/04/13	54000	520835	BANKING SERVICES	712.90
INVOICE: MERCH-54										
VENDOR TOTALS	15,174.94 YTD INVOICED							15,174.94 YTD PAID		2,138.72
601 PACE SYSTEMS INC										
44079	09/25/13			209057	P	10/04/13	121400	520975	MAINTENANCE-EQUIPMENT	2,681.00
INVOICE: IN00002643										
VENDOR TOTALS	3,820.74 YTD INVOICED							3,820.74 YTD PAID		2,681.00
8442 LYNDA MAKES-MILLER										
44130	10/01/13			209058	P	10/04/13	55730	530105	OPERATING SUPPLIES	326.75
INVOICE: ER100313										
VENDOR TOTALS	614.60 YTD INVOICED							614.60 YTD PAID		326.75
2645 RAYMOND MUNCH										
44070	09/27/13			209059	P	10/04/13	122000	520900	POSTAGE & SHIPPING	2.55
INVOICE: ER100113										
VENDOR TOTALS	77.55 YTD INVOICED							77.55 YTD PAID		2.55
8205 MUNICIPAL GIS PARTNERS, INC										
44127	09/30/13		20140010	209060	P	10/04/13	143100	521055	PROFESSIONAL SERVICES - O	2,222.34
INVOICE: 2018										
44127	09/30/13		20140010	209060	P	10/04/13	50100	521055	PROFESSIONAL SERVICES - O	2,222.33
INVOICE: 2018										
44127	09/30/13		20140010	209060	P	10/04/13	50200	521055	PROFESSIONAL SERVICES - O	2,222.33
INVOICE: 2018										
VENDOR TOTALS	33,335.00 YTD INVOICED							33,335.00 YTD PAID		6,667.00
3471 NFC CO. INC.										
44132	09/23/13			209061	P	10/04/13	55730	530105	OPERATING SUPPLIES	115.00
INVOICE: 14051										
VENDOR TOTALS	708.00 YTD INVOICED							708.00 YTD PAID		115.00
651 NORTHERN ILLINOIS GAS COMPANY										
44072	09/25/13			209062	P	10/04/13	121300	521200	UTILITIES	83.08
INVOICE: 44072										

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
44131	09/27/13			209062	P	10/04/13	21000	521190	STREET LIGHTING/ENERGY CO	66.52
INVOICE: 44131										
VENDOR TOTALS		17,450.22 YTD INVOICED						17,450.22 YTD PAID		149.60
1458 OFFICE DEPOT, INC										
44073	09/10/13			209063	P	10/04/13	121100	530100	OFFICE SUPPLIES	1.84
INVOICE: 675259207001										
44073	09/10/13			209063	P	10/04/13	121200	530100	OFFICE SUPPLIES	4.01
INVOICE: 675259207001										
44073	09/10/13			209063	P	10/04/13	121300	530100	OFFICE SUPPLIES	1.84
INVOICE: 675259207001										
44073	09/10/13			209063	P	10/04/13	122000	530100	OFFICE SUPPLIES	63.46
INVOICE: 675259207001										
44073	09/10/13			209063	P	10/04/13	126000	530100	OFFICE SUPPLIES	4.01
INVOICE: 675259207001										
44073	09/10/13			209063	P	10/04/13	126500	530100	OFFICE SUPPLIES	1.01
INVOICE: 675259207001										
44074	09/17/13			209063	P	10/04/13	121100	530100	OFFICE SUPPLIES	3.20
INVOICE: 676891523001										
44074	09/17/13			209063	P	10/04/13	121200	530100	OFFICE SUPPLIES	90.38
INVOICE: 676891523001										
44074	09/17/13			209063	P	10/04/13	121300	530100	OFFICE SUPPLIES	3.20
INVOICE: 676891523001										
44074	09/17/13			209063	P	10/04/13	122000	530100	OFFICE SUPPLIES	7.01
INVOICE: 676891523001										
44074	09/17/13			209063	P	10/04/13	126000	530100	OFFICE SUPPLIES	7.01
INVOICE: 676891523001										
44074	09/17/13			209063	P	10/04/13	126500	530100	OFFICE SUPPLIES	1.75
INVOICE: 676891523001										
44133	11/27/12			209063	P	10/04/13	121100	530100	OFFICE SUPPLIES	-1.53
INVOICE: 633470759001										
44133	11/27/12			209063	P	10/04/13	121200	530100	OFFICE SUPPLIES	-3.35
INVOICE: 633470759001										
44133	11/27/12			209063	P	10/04/13	121300	530100	OFFICE SUPPLIES	-1.53
INVOICE: 633470759001										
44133	11/27/12			209063	P	10/04/13	122000	530100	OFFICE SUPPLIES	-3.35
INVOICE: 633470759001										
44133	11/27/12			209063	P	10/04/13	126000	530100	OFFICE SUPPLIES	-3.35
INVOICE: 633470759001										
44133	11/27/12			209063	P	10/04/13	126500	530100	OFFICE SUPPLIES	-.83
INVOICE: 633470759001										
VENDOR TOTALS		4,944.20 YTD INVOICED						4,944.20 YTD PAID		174.78
2670 PACE SUBURBAN BUS										
44076	09/23/13			209064	P	10/04/13	121500	520500	SENIOR TRANSPORTATION	2,344.31
INVOICE: 284449										
VENDOR TOTALS		20,556.67 YTD INVOICED						20,556.67 YTD PAID		2,344.31

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
676	PACKEY WEBB FORD, INC.										
	44075	09/24/13			209065	P	10/04/13	65000	530310	PARTS PURCHASED	11.90
	INVOICE: 7750										
	VENDOR TOTALS		4,000.53 YTD INVOICED						4,000.53 YTD PAID		11.90
8129	PALADIN E JORDAN, SR										
	44080	09/27/13			209066	P	10/04/13	134000	520620	EMPLOYEE EDUCATION	349.00
	INVOICE: 100113										
	VENDOR TOTALS		349.00 YTD INVOICED						349.00 YTD PAID		349.00
8440	THOMAS W POPE										
	44134	09/27/13			209067	P	10/04/13	55730	520904	ENTERTAINMENT	400.00
	INVOICE: 100313										
	VENDOR TOTALS		1,150.00 YTD INVOICED						1,150.00 YTD PAID		400.00
6552	PROVANTAGE CORPORATION										
	44081	09/25/13			209068	P	10/04/13	121400	570110	COMPUTER EQUIPMENT/PROJEC	140.00
	INVOICE: 6835908										
	44082	09/19/13			209068	P	10/04/13	121400	570110	COMPUTER EQUIPMENT/PROJEC	270.00
	INVOICE: 6829346										
	44083	09/20/13			209068	P	10/04/13	122000	530105	OPERATING SUPPLIES	139.00
	INVOICE: 6830319										
	44084	09/23/13			209068	P	10/04/13	121400	570110	COMPUTER EQUIPMENT/PROJEC	259.00
	INVOICE: 6832152										
	VENDOR TOTALS		11,943.05 YTD INVOICED						11,943.05 YTD PAID		808.00
6047	PUBLIC SAFETY SERVICES, INC										
	44077	10/01/13			209069	P	10/04/13	135000	520925	AMBULANCE SERVICE	73,625.00
	INVOICE: 3137										
	VENDOR TOTALS		484,121.30 YTD INVOICED						484,121.30 YTD PAID		73,625.00
754	RIGGS BROS. AUTO INTERIORS, INC.										
	44087	09/25/13			209070	P	10/04/13	143200	580110	EQUIPMENT/CAPITAL OUTLAY	685.00
	INVOICE: 115895										
	VENDOR TOTALS		685.00 YTD INVOICED						685.00 YTD PAID		685.00
3604	RITE-WAY CUSTOM HOMES										
	44161	08/09/13			209071	P	10/04/13	500	240205	HYDRANT METER DEPOSITS	500.00
	INVOICE: HMR100313										
	44161	08/09/13			209071	P	10/04/13	5010	440510	METERED WATER REVENUE	-75.00
	INVOICE: HMR100313										
	44162	08/21/13			209071	P	10/04/13	500	240205	HYDRANT METER DEPOSITS	500.00
	INVOICE: HMR100313-1										
	44162	08/21/13			209071	P	10/04/13	5010	440510	METERED WATER REVENUE	-75.00
	INVOICE: HMR100313-1										

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		850.00 YTD INVOICED					850.00 YTD PAID			850.00
761 RONNOCO HOLDINGS, INC										
44135	09/26/13			209072	P	10/04/13	55710	530105	OPERATING SUPPLIES	99.02
INVOICE: 764269324										
44135	09/26/13			209072	P	10/04/13	55730	530405	BEVERAGES/RESALE	536.62
INVOICE: 764269324										
VENDOR TOTALS		3,094.34 YTD INVOICED					3,094.34 YTD PAID			635.64
762 ROSCOE COMPANY										
44088	09/24/13			209073	P	10/04/13	65000	521125	LEASED EQUIPMENT	96.46
INVOICE: 1274397										
44088	09/24/13			209073	P	10/04/13	143100	520970	MAINTENANCE-BUILDING & GR	29.14
INVOICE: 1274397										
VENDOR TOTALS		1,390.30 YTD INVOICED					1,390.30 YTD PAID			125.60
1518 ROSE PEST SOLUTIONS										
44085	09/20/13			209074	P	10/04/13	143200	521055	PROFESSIONAL SERVICES - O	190.00
INVOICE: 1437319										
44086	09/10/13			209074	P	10/04/13	143200	521055	PROFESSIONAL SERVICES - O	190.00
INVOICE: 1435583										
VENDOR TOTALS		380.00 YTD INVOICED					380.00 YTD PAID			380.00
8501 JESUS SINCHI										
44156	09/13/13			209075	P	10/04/13	100	240100	ESCROWS - DEVELOPER DEPOS	1,000.00
INVOICE: 20131599										
VENDOR TOTALS		1,000.00 YTD INVOICED					1,000.00 YTD PAID			1,000.00
766 DRI-STICK DECAL CORP										
44089	09/19/13			209076	P	10/04/13	122000	520905	PRINTING	2,858.92
INVOICE: 288725										
VENDOR TOTALS		2,858.92 YTD INVOICED					2,858.92 YTD PAID			2,858.92
6093 SCHAMBERGER BROTHERS, INC										
44138	09/26/13			209077	P	10/04/13	55730	530400	BEER AND WINE	435.40
INVOICE: 2730										
VENDOR TOTALS		8,119.35 YTD INVOICED					8,119.35 YTD PAID			435.40
1379 SOUTHERN WINE & SPIRITS OF ILLINOIS										
44146	09/26/13			209078	P	10/04/13	55730	530401	WINE	1,230.79
INVOICE: 9515522										
44146	09/26/13			209078	P	10/04/13	55730	530402	SPIRITS	405.87
INVOICE: 9515522										

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS	21,624.89 YTD INVOICED						21,624.89 YTD PAID		1,636.66
8500 GREGORY SPANOS									
44136 INVOICE: 100313	10/01/13			209079	P	10/04/13 1000	480200	PARKWAY REFORESTATION	85.00
VENDOR TOTALS	85.00 YTD INVOICED						85.00 YTD PAID		85.00
803 SPARTAN MOTORS CHASSIS, INC									
44090 INVOICE: IN00558785	09/20/13			209080	P	10/04/13 65000	530310	PARTS PURCHASED	159.85
VENDOR TOTALS	1,267.35 YTD INVOICED						1,267.35 YTD PAID		159.85
806 STANDARD EQUIPMENT COMPANY									
43627 INVOICE: C87122	09/13/13			209081	P	10/04/13 65000	530310	PARTS PURCHASED	-768.58
43827 INVOICE: C87175	09/16/13			209081	P	10/04/13 65000	530310	PARTS PURCHASED	-26.82
43828 INVOICE: C87176	09/16/13			209081	P	10/04/13 65000	530310	PARTS PURCHASED	-223.71
43829 INVOICE: C87177	09/16/13			209081	P	10/04/13 65000	530310	PARTS PURCHASED	-93.40
44091 INVOICE: A37829	09/20/13			209081	P	10/04/13 50200	521055	PROFESSIONAL SERVICES - O	2,079.00
44091 INVOICE: A37829	09/20/13			209081	P	10/04/13 50200	520975	MAINTENANCE-EQUIPMENT	149.72
VENDOR TOTALS	185,936.00 YTD INVOICED						185,936.00 YTD PAID		1,116.21
5018 SUBURBAN LABORATORIES, INC.									
44092 INVOICE: 31126	09/17/13			209082	P	10/04/13 50100	521055	PROFESSIONAL SERVICES - O	291.00
VENDOR TOTALS	5,089.50 YTD INVOICED						5,089.50 YTD PAID		291.00
835 SUPERIOR BEVERAGE CO.									
44137 INVOICE: 231359	09/27/13			209083	P	10/04/13 55730	530400	BEER AND WINE	192.25
VENDOR TOTALS	10,447.45 YTD INVOICED						10,447.45 YTD PAID		192.25
5758 SWAHM									
724747 INVOICE: SWAHM-58	10/01/13			12103	W	10/04/13 60000	520895	INSURANCE-HOSPITAL,GROUP	191,608.02
VENDOR TOTALS	1,145,412.31 YTD INVOICED						1,145,412.31 YTD PAID		191,608.02
844 SYSCO FOOD SERV - CHICAGO, INC									
44139	08/07/13			209084	P	10/04/13 55730	530105	OPERATING SUPPLIES	537.36

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 308071785									
44140	09/18/13			209084	P	10/04/13	55730 530420	FOOD/RESALE	97.90
INVOICE: 309182134									
44141	09/21/13			209084	P	10/04/13	55730 530420	FOOD/RESALE	94.80
INVOICE: 309213154									
44142	09/25/13			209084	P	10/04/13	55710 530105	OPERATING SUPPLIES	239.95
INVOICE: 309251740									
44142	09/25/13			209084	P	10/04/13	55720 530105	OPERATING SUPPLIES	113.90
INVOICE: 309251740									
44142	09/25/13			209084	P	10/04/13	55730 530105	OPERATING SUPPLIES	93.36
INVOICE: 309251740									
44142	09/25/13			209084	P	10/04/13	55730 530410	DRY GOODS	98.21
INVOICE: 309251740									
44142	09/25/13			209084	P	10/04/13	55730 530420	FOOD/RESALE	1,342.46
INVOICE: 309251740									
44143	09/27/13			209084	P	10/04/13	55730 530410	DRY GOODS	24.01
INVOICE: 309271018									
44143	09/27/13			209084	P	10/04/13	55730 530420	FOOD/RESALE	2,465.07
INVOICE: 309271018									
44144	09/23/13			209084	P	10/04/13	55730 530405	BEVERAGES/RESALE	42.30
INVOICE: 309231206									
44144	09/23/13			209084	P	10/04/13	55730 530420	FOOD/RESALE	1,523.48
INVOICE: 309231206									
44145	09/13/13			209084	P	10/04/13	55730 530420	FOOD/RESALE	104.36
INVOICE: 309131913									
VENDOR TOTALS		95,841.68 YTD INVOICED					95,841.68 YTD PAID		6,777.16
8497 KAREN TORONYI									
44093	09/24/13			209085	P	10/04/13	1000 420100	VEHICLE LICENSES	15.00
INVOICE: VR100113									
VENDOR TOTALS		15.00 YTD INVOICED					15.00 YTD PAID		15.00
892 UNITED COFFEE SERVICE, INC.									
44094	09/18/13			209086	P	10/04/13	134000 530105	OPERATING SUPPLIES	94.49
INVOICE: 526455									
VENDOR TOTALS		2,255.93 YTD INVOICED					2,255.93 YTD PAID		94.49
884 U.S. FOODSERVICE, INC.									
44147	09/19/13			209087	P	10/04/13	55730 530105	OPERATING SUPPLIES	1,509.20
INVOICE: 1067475									
44148	09/26/13			209087	P	10/04/13	55730 530105	OPERATING SUPPLIES	1,504.04
INVOICE: 1301587									
44149	09/24/13			209087	P	10/04/13	55730 530405	BEVERAGES/RESALE	938.65
INVOICE: 1207183									
44149	09/24/13			209087	P	10/04/13	55730 530420	FOOD/RESALE	90.81
INVOICE: 1207183									

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
VENDOR TOTALS	46,982.12 YTD INVOICED						46,982.12 YTD PAID			4,042.70
911 AURORA LAUNDRY COMPANY, INC										
44151	09/27/13			209088	P	10/04/13	55730	530445	UNIFORMS	13.50
INVOICE:	S93293									
44152	09/25/13			209088	P	10/04/13	55730	530446	LINENS AND RENTALS	23.16
INVOICE:	S92960									
44152	09/25/13			209088	P	10/04/13	55730	530105	OPERATING SUPPLIES	21.40
INVOICE:	S92960									
44153	09/25/13			209088	P	10/04/13	55730	530445	UNIFORMS	24.54
INVOICE:	92718									
44153	09/25/13			209088	P	10/04/13	55730	530446	LINENS AND RENTALS	284.89
INVOICE:	92718									
44153	09/25/13			209088	P	10/04/13	55720	530105	OPERATING SUPPLIES	8.40
INVOICE:	92718									
44153	09/25/13			209088	P	10/04/13	55730	530105	OPERATING SUPPLIES	60.05
INVOICE:	92718									
VENDOR TOTALS	4,943.13 YTD INVOICED						4,943.13 YTD PAID			435.94
915 VERIZON WIRELESS SERVICES LLC										
44096	09/15/13			209089	P	10/04/13	143100	521195	TELECOMMUNICATIONS	164.22
INVOICE:	9711593671									
44096	09/15/13			209089	P	10/04/13	143200	521195	TELECOMMUNICATIONS	201.39
INVOICE:	9711593671									
44096	09/15/13			209089	P	10/04/13	50100	521195	TELECOMMUNICATIONS	224.34
INVOICE:	9711593671									
44096	09/15/13			209089	P	10/04/13	50200	521195	TELECOMMUNICATIONS	224.33
INVOICE:	9711593671									
44096	09/15/13			209089	P	10/04/13	65000	521195	TELECOMMUNICATIONS	77.66
INVOICE:	9711593671									
VENDOR TOTALS	15,401.62 YTD INVOICED						15,401.62 YTD PAID			891.94
1876 VIPOE, INC										
44095	09/05/13			209090	P	10/04/13	134000	520936	SEIZED PROPERTY EXPENSES	5,133.00
INVOICE:	46412									
44150	09/24/13			209090	P	10/04/13	121300	590690	TRANSFER TO FACIL MAINT R	5,582.50
INVOICE:	46593									
VENDOR TOTALS	12,334.50 YTD INVOICED						12,334.50 YTD PAID			10,715.50
3995 WAREHOUSE DIRECT OFFICE PRODUCTS										
44097	09/24/13			209091	P	10/04/13	143100	530100	OFFICE SUPPLIES	19.68
INVOICE:	2076371-0									
44097	09/24/13			209091	P	10/04/13	143200	530100	OFFICE SUPPLIES	19.67
INVOICE:	2076371-0									
44097	09/24/13			209091	P	10/04/13	50100	530100	OFFICE SUPPLIES	19.67
INVOICE:	2076371-0									
44097	09/24/13			209091	P	10/04/13	50200	530100	OFFICE SUPPLIES	19.67

WARRANT: 1013-1 TO FISCAL 2014/06 05/01/2013 TO 04/30/2014

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 2076371-0									
VENDOR TOTALS	709.42 YTD INVOICED					709.42 YTD PAID			78.69
7711 WINDY CITY DISTRIBUTION COMPANY									
44154	09/25/13			209092	P	10/04/13	55730	530400 BEER AND WINE	628.97
INVOICE: 398364									
VENDOR TOTALS	9,674.65 YTD INVOICED					9,674.65 YTD PAID			628.97
								REPORT TOTALS	1,121,481.95

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	73	925,515.33
TOTAL WIRE TRANSFERS	4	195,966.62

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

A-6D

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Kevin Wachtel, Finance Director KW

DATE: October 8, 2013

RE: MUNIS Annual Support and Licensing

Background

We have utilized MUNIS software as the Village's enterprise financial software system since 2003. We require annual maintenance contracts for routine service, troubleshooting, and software upgrades of existing modules. We have been pleased with our software support from MUNIS, and the software's functionality. We contact MUNIS weekly as minor issues arise with processing, troubleshooting, or custom reporting.

Issues

Tyler Technologies is the sole source vendor for MUNIS support and licensing. Our MUNIS system requires an annual licensing and support agreement, which includes an annual fee, with Tyler Technologies, which covers all the modules utilized by village departments including general ledger, utility billing, accounts payable, payroll, human resources management, general billing, permits, and business licenses. Most modules reside on local hardware. The Citizen Self Service (the online bill payment interface) is hosted on MUNIS servers and is accessed through the internet. The $65,875.68 cost is included in the FY14 budget.

From a cost perspective, it is more advantageous to incur the costs to continue with our current software package than to switch to new software. A new software implementation would be a significant undertaking, requiring large amounts of staff and financial resources. Lombard and Wheaton both changed their software solution within the past couple years. Lombard selected New World Systems with total five year costs around $2 million. Wheaton selected MUNIS through a hosted (cloud based) solution that would cost them over $2.2 million over 10 years. These costs far exceed any possible reasonable payback. With such a high cost and staff time investment to implement a new software solution, we should consider changing our software system only if we begin to see problems arise, or if the functionality becomes insufficient for our needs.

We have also examined moving from our locally hosted solution to MUNIS software as a service (hosted on the cloud). Moving to the cloud would increase our annual maintenance cost to $110,000 per year for a 20 concurrent user license (our current license allows for unlimited concurrent users). Depending on a number of factors, would likely consider adding a redundant internet connection for reliability. Our MUNIS server is scheduled to be replaced in 3-4 years at a cost of $7,000 – $10,000, which would not need to be replaced if we switched to the cloud.

We are satisfied with the service, responsiveness, functionality and price of our MUNIS software solutions.

Recommendation
Approval and payment of the support and licensing agreement is recommended.

Action Requested
Village Board waive competitive bidding for a sole source purchase, a permitted exception to the purchasing policy, and approval of an annual maintenance agreement with Tyler Technologies for MUNIS software support and licensing in the amount of $65,875.68 at the October 14, 2013, board meeting, expensed to the General Fund – Information Technology, Water and Sewer Fund.

Attachments
- Invoices from Tyler Technologies
- Support and licensing agreement with Tyler Technologies

121400-520975	$60,375.65
50100-521055	$2,750
50200-521055	$2,750

tyler technologies

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Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
	08/19/2013	1 of 2

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: VILLAGE OF GLEN ELLYN
ATTN: SUE BARBEAU
535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To: VILLAGE OF GLEN ELLYN
ATTN: SUE BARBEAU
535 DUANE STREET
GLEN ELLYN, IL 60137

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
			USD	NET30	09/18/2013

Date	Description	Units	Rate	Extended Price
Contract No.: GLEN ELLYN, IL				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	2,484.87	2,484.87
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	1,912.54	1,912.54
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	2,732.88	2,732.88
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	3,643.83	3,643.83
	SUPPORT & UPDATE LICENSING - PAYROLL Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	2,881.92	2,881.92
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	1,093.40	1,093.40
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	2,980.89	2,980.89
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	2,760.29	2,760.29
	SUPPORT & UPDATE LICENSING - UTILITY BILLING Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	3,602.10	3,602.10
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	12,981.15	12,981.15
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	1,242.43	1,242.43
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	2,484.87	2,484.87
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	3,227.70	3,227.70
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014	1	2,111.67	2,111.67

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Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
	08/19/2013	2 of 2

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: VILLAGE OF GLEN ELLYN
ATTN: SUE BARBEAU
535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To: VILLAGE OF GLEN ELLYN
ATTN: SUE BARBEAU
535 DUANE STREET
GLEN ELLYN, IL 60137

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
			USD	NET30	09/18/2013

Date	Description	Units	Rate	Extended Price

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	46,140.54
Sales Tax	0.00
Invoice Total	46,140.54

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Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
	08/19/2013	1 of 1

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Bill To: VILLAGE OF GLEN ELLYN
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535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To: VILLAGE OF GLEN ELLYN
ATTN: SUE BARBEAU
535 DUANE STREET
GLEN ELLYN, IL 60137

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
			USD	NET30	09/18/2013

Date	Description	Units	Rate	Extended Price
Contract No.: GLEN ELLYN, IL				
	OPERATING SYSTEM DATABASE ADMINISTRATIVE SUPPORT	1	11,535.14	11,535.14
	Maintenance: Start: 25/Oct/2013, End: 24/Oct/2014			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	11,535.14
Sales Tax	0.00
Invoice Total	11,535.14

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Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
[redacted]	08/19/2013	1 of 1

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: VILLAGE OF GLEN ELLYN
ATTN: SUE BARBEAU
535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To: VILLAGE OF GLEN ELLYN
ATTN: SUE BARBEAU
535 DUANE STREET
GLEN ELLYN, IL 60137

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
			USD	NET30	09/18/2013

Date	Description	Units	Rate	Extended Price
Contract No.: GLEN ELLYN, IL				
	MUNIS GUI SITE LICENSE SUPPORT	1	2,700.00	2,700.00
	Maintenance: Start: 25/Oct/2013; End: 24/Oct/2014			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	2,700.00
Sales Tax	0.00
Invoice Total	2,700.00

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Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
(	10/01/2013	1 of 1

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: VILLAGE OF GLEN ELLYN
ATTN: SUE BARBEAU
535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To: VILLAGE OF GLEN ELLYN
ATTN: SUE BARBEAU
535 DUANE STREET
GLEN ELLYN, IL 60137

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
	47617		USD	NET30	10/31/2013

Date	Description	Units	Rate	Extended Price
Contract No.: GLEN ELLYN, IL				
	MUNIS ONLINE - CITIZEN SELF SERVICE	1	5,500.00	5,500.00
	Maintenance: Start: 02/Nov/2013, End: 01/Nov/2014			

CODE	AMOUNT	APPROVAL	DATE

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	5,500.00
Sales Tax	0.00
Invoice Total	5,500.00

ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT FOR MUNIS® SOFTWARE

Invoice to:
4703 Village of Glen Ellyn

Contact:
~~Larry Noller~~ KEVIN WACHTEL

Address: 535 Duane Street
Glen Ellyn, IL 60137

Telephone:
630.547.5213

This Support and License Agreement (herein "Agreement") is entered into between Village of Glen Ellyn (Licensee) with its principal place of business at 535 Duane Street, Glen Ellyn, IL and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 25th day of October 2013 .

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 10/25/13 and shall remain in force until 10/24/14 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: [X] City/Town/Village [ ] School [ ] County [ ] Other
(This Agreement is limited to only those entities marked.)

III. Payment

1. Licensee agrees to pay MUNIS $ 46,140.54 , for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
2. Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

This Agreement is limited to the following listed products which are registered for Licensee's Windows 2008 system.

Application:		Application:	
Accounting/GL/BG/AP	D	Tyler Forms Processing	D
Accounts Receivable	D	UB Interface	C
Bus Licenses	D	Utility Billing	C
HR Management	B		
General Billing	D		
MUNIS Crystal Reports	D		
MUNIS Office	D		
Payroll	B		
Permits Code Enforcement	C		
Project & Grant Accounting	D		
Purchase Orders	D		

Licensee[1]

Date

Tyler Technologies, Inc., MUNIS Division

Richard E. Peterson, Jr., President
Date August 13, 2013

* Current Billable Service Rates are available on request.
Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

[1] Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
   a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
   b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
   c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
   d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
   e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
   f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
   a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
   b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
   a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
   b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

A-6E

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Michele Stegall, Village Planner MLS
John Carlisle, Planning Intern JTC

FOR: October 14, 2013 Meeting

DATE: September 30, 2013

RE: Amendment to Ordinance 5410 to Revise Previously Approved Special Use Permit for 420 Roosevelt Road

Background. Sung C. Kim, owner of West Suburban Auto Body and lessee of property at 420 Roosevelt Road, is requesting approval of an amendment to the special use permit previously approved on November 15, 2005 by Ordinance 5410 to allow the business to expand into the remaining 3,500 feet (also known as Unit B) of the western half of the existing building on the property. The property is located on the northwest corner of Roosevelt Road and Greenwood Street in the C3 Service Commercial District.

The original special use permit granted in 2005 allowed the business to operate only within Unit A, or the 2,800 square feet in the northwest corner of the building. The proposed expansion is a 125 percent increase in floor space. West Suburban expanded into approximately 2,250 square feet of Unit B in 2011 and continues to operate in the space without an amended special use permit or revised business registration. The petitioner cites unawareness of Village procedure as the reason for delaying the request until recently. Staff is unaware of any neighbor complaints from the past two years resulting from the partial expansion.

The petitioner, who will still occupy and operate within Unit A, does not plan to perform any physical remodeling to Unit B. The previous tenant, Avis Car Rental, was also an auto-oriented business, so the space already contains auto-washing bays and office space. West Suburban plans to use Unit B for washing, cleaning and storing cars, as well as managing its business. A proposed floor plan and revised site layout are attached to the draft Ordinance as Exhibits "C" and "D."

Plan Commission Recommendation. The Plan Commission considered the requested special use permit amendment at a public hearing on September 12, 2013. No persons spoke at the hearing either in favor of or in opposition to the request. By a vote of 8-0, the Plan Commission recommended approval of the request with continuation of all the conditions listed in the original ordinance. At the meeting, at least one Commissioner inquired about any potential fire or safety hazards of storing multiple cars inside a building. Building and Zoning Official Joe Kvapil has indicated that the storage of vehicles in the building does not violate any safety codes, provided that the space is in full compliance with the fire code. As a result of this inquiry, Staff is

proposing an additional condition of approval that would prevent the storage of vehicles in the expanded space until West Suburban passes a fire and building inspection.

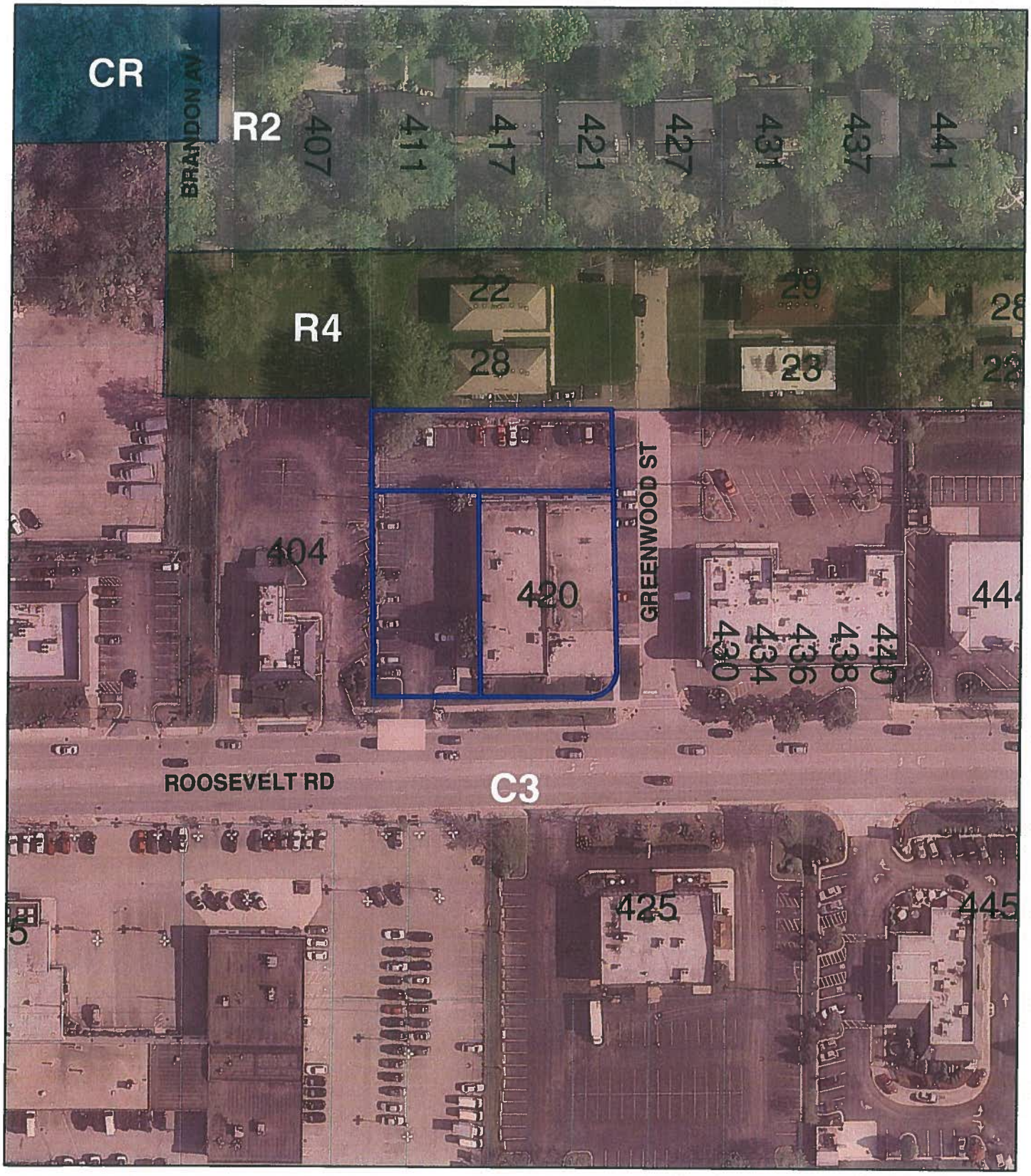
Action Requested. The Village Board may approve, approve with additional conditions or deny the requested special use permit amendment. An Ordinance approving the request is attached.

Attachments.

- Aerial Location Map with Zoning
- Picture of Building
- Minutes of September 12, 2013 Plan Commission Meeting
- Select Materials from Petitioner's Application Packet
- Ordinance 5410
- Draft Ordinance

Cc: Sung C. Kim, owner of West Suburban Auto Body, petitioner

420 Roosevelt, Aerial Photo with Zoning



Selected Parcels

Prepared By: Planning and Development
Date: August 30, 2013

N

0 175 350 700 Feet

420 Roosevelt Road

Comments from the Plan Commission

All of the Plan Commissioners were in favor of the proposed request for a special use amendment. Plan Commissioner Strayer stated that the request fits in with the Comprehensive Plan and Downtown Plan that encourage residences and shopping in the downtown. Plan Commissioner Whiston also stated that the subject building is very impressive in appearance.

Motion

Plan Commissioner Allen moved, seconded by Plan Commissioner Heming-Littwin, to recommend approval of an amendment to a previously approved special use permit to allow multi-family residential use of the property at 475 Duane Street, in accordance with Section 10-4-17.2(B)14 of the Glen Ellyn Zoning Code based on the findings of fact in the petitioners' application packet and presented by the petitioner at the September 12, 2013 public hearing as well as the findings included in the deliberations of the Plan Commission.

The recommendation for approval was made subject to the condition that the project shall be constructed in substantial conformance with the plans as submitted and the testimony presented at the public hearing of the Plan Commission.

The motion carried unanimously with eight (8) "yes" votes as follows: Plan Commissioners Allen, Heming-Littwin, Bromann, Lannen, Strayer, Whalen, Whiston and Chairman Loch voted yes.

PUBLIC HEARING – WEST SUBURBAN AUTO BODY, 420 ROOSEVELT ROAD
A REQUEST FOR APPROVAL OF AN AMENDMENT TO THE SPECIAL USE PERMIT PREVIOUSLY GRANTED FOR WEST SUBURBAN AUTO BODY AT 420 ROOSEVELT ROAD TO ALLOW EXPANSION OF THE BUSINESS. THE SUBJECT PROPERTY IS LOCATED AT THE NORTHWEST CORNER OF ROOSEVELT ROAD AND GREENWOOD STREET IN THE C3 SERVICE COMMERCIAL ZONING DISTRICT.
(Sung C. Kim, Petitioner, and Jonathan Jia, Representative)

Plan Commissioner Heming-Littwin moved, seconded by Plan Commissioner Allen, to open the public hearing. The motion carried unanimously by voice vote.

Staff Presentation

Planning Intern John Carlisle stated that the petitioner is requesting an amended special use permit to allow an expansion of West Suburban Auto Body at 420 Roosevelt Road. Mr. Carlisle displayed an aerial photo of the subject property and stated that the 3-parcel property is located at the northwest corner of Roosevelt Road and Greenwood Street. He also stated that the subject property is in the C3 Service Commercial zoning district and borders the R4 zoning district. Mr.

Carlisle explained that the subject property has been operating at this location since 2005 when the original special use permit was granted and that the business has been operating harmoniously next to residential property since that time. Mr. Carlisle added that the Village Comprehensive Plan indicates that automobile use should be allowed on Roosevelt Road.

Mr. Carlisle stated that West Suburban Auto Body operated in Unit A of a 3-unit building from 2001-2010, and he displayed a diagram of this 2,800-square foot space. He added that Avis Car Rental had been in Unit B until 2010, and the petitioner moved into a portion Unit B in January of 2011. He stated that the petitioner explained that they were unaware that they needed a permit to expand into the Unit B location. Mr. Carlisle stated that staff is not aware of any complaints being received since the petitioner moved into Unit B and added that once notified of the need to obtain an amended special use permit, the petitioner has been entirely cooperative in applying for approval of a permit. He stated that the petitioner currently occupies approximately 65% of Unit B and intends to move into the remainder of Unit B which would increase the floor space by approximately 125%. The petitioner would use Unit B to wash and detail cars. He also stated that the core use of the combined space would continue to be to repair damaged automobiles and that washing and detailing is a courtesy they provide to their customers. Mr. Carlisle stated that no physical modifications would be made to the interior of the Unit B space, and he displayed and described the floor plan, the layout of the unit and various photos. Mr. Carlisle stated that Ordinance 5410 contains numerous conditions and the Planning Department will work with the petitioner to maintain compliance with those conditions.

Petitioner's Presentation

Jonathan Jia, representing Sung C. Kim, owner of West Suburban Auto Body, 420 Roosevelt Road, Glen Ellyn, Illinois stated that he is new to the subject business, however, Mr. Kim has been in this business for 20 years. Mr. Jia stated that the subject business had moved from another location on Roosevelt Road as the business had grown. He also stated that the owner did not think that a permit would be needed for the additional location as the subject use is the same as the Avis use. Mr. Jia stated that because of a language barrier and some misunderstandings, they did not realize they needed a permit but applied for one as soon as they realized a permit was required.

Plan Commissioner Strayer moved, seconded by Plan Commissioner Heming-Littwin, to close the public hearing. The motion carried unanimously by voice vote.

Questions from the Plan Commission

Plan Commissioner Whiston inquired as to the status of compliance regarding the conditions in Ordinance 5410, particularly a condition regarding the construction of a trash enclosure. Mr. Carlisle responded that an enclosure is required for the garbage dumpster. He added that the petitioner has stated that the dumpster is stored inside and is taken outside on pick-up days only.

Plan Commissioner Whiston stated the dumpster was outside earlier that evening. Mr. Carlisle showed a photo of the handicap accessible parking spaces at the site which are not designed in accordance with code. He stated that the site will be monitored by the Building and Zoning Official because the Illinois Accessibility Code states that even though the handicap parking spaces are probably the correct width, there is a need for diagonal striping for those spaces. Mr. Carlisle also stated that two handicap parking signs are required and currently there is only one at the site. Mr. Carlisle responded to Plan Commissioner Strayer that the rear area of the site contains parking spaces for the business and that access for that space is off of Greenwood Avenue. He added that Greenwood Avenue ends at the end of the parking lot. Mr. Carlisle responded to Plan Commissioner Strayer that access to the parking area along the north side of the building is off of Greenwood and that those parking spaces belong to the subject business.

Plan Commissioner Heming-Littwin questioned that the expanded space would only be used to wash and detail cars as the space would be more than doubled. Mr. Jia responded that the space would also be used to store cars as they now do repairs for four insurance companies and those contracts require cars to be stored inside a building. Mr. Jia also responded to Plan Commissioner Heming-Littwin that the average number of cars stored in the building is six and that a total of nine cars can be stored. Plan Commissioner Whiston suggested that the petitioner add future potential uses to their request at this meeting rather than waiting three or four years to return to the Plan Commission for another special use request. Mr. Jia responded that they financially cannot expand their business further at this time. Mr. Jia responded to Plan Commissioner Allen that a lease has been signed for spaces A and B and that both spaces continue for the same time frame. Mr. Jia responded to Plan Commissioner Strayer that the company does not intend to expand in the future in order to have a separate business to clean and detail cars as there are existing car washes in Glen Ellyn. Mr. Jia responded to Plan Commissioner Whalen that they removed a "Cars for Sale" sign when they were notified by the Village to do so. Ms. Stegall responded to Plan Commissioner Whalen that there are 20 shrubs along the rear fence line per a required condition. Regarding the garbage situation, Mr. Jia stated that there is a small garbage can stored inside the facility which is taken out for pick-up usually every two weeks on Wednesdays or Thursdays. Plan Commissioner Heming-Littwin asked if the Village had ordinances regarding storing vehicles inside buildings, and Ms. Stegall responded that she will check with the Building and Zoning Official before this item appears before the Village Board. Mr. Jia added that the Village Fire Marshall has been to the subject facility two or three times and that they upgraded the sprinkler system per his request.

Persons in Favor of or in Opposition to the Request

No persons spoke in favor of or in opposition to the subject request.

Comments from the Plan Commission

All of the Plan Commissioners were supportive of the petitioner's request for a special use permit. Plan Commissioner Allen was comfortable with the petitioner moving into the front of

the subject building and felt it was a positive move. He also was pleased that the Fire Marshall had done inspections at the site and also stated he was supportive of all recommended conditions. Plan Commissioner Heming-Littwin also felt it was good to have a business in the front part of the subject building although she expressed concern that the lessee would again ask for forgiveness later. She also stated she wanted to be clear regarding the use of the site and also wants the petitioner to be held to all conditions in the future. Plan Commissioner Whiston stated he was in favor of the project although felt the original condition regarding the dumpster should be revised.

Motion

Plan Commissioner Strayer moved, seconded by Plan Commissioner Allen, to recommend approval of an amendment to the Special Use Permit approved by Ordinance 5410 to allow the expansion of automobile repair use for West Suburban Auto Body at 420 Roosevelt Road based on the findings of fact in the petitioner's application packet and presented by the petitioner at the September 12, 2013 public hearing as well as the findings included in the deliberations of the Plan Commission.

The recommendation was made subject to the following conditions: 1. The use shall be maintained in substantial conformance with the plans as submitted and the testimony presented at the public hearing of the Plan Commission. 2. The conditions in Ordinance 5410 that granted approval for the initial Special Use Permit for the property shall continue to apply to the expanded special use.

The motion carried unanimously with eight (8) "yes" votes and zero (0) "no" votes as follows: Plan Commissioners Strayer, Allen, Bromann, Heming-Littwin, Lannen, Whalen, Whiston and Chairperson Loch voted yes.

DISCUSSION OF MEETING START TIMES

Chairperson Loch asked the Plan Commissioners if they would be in favor of beginning Plan Commission meetings at 7:00 p.m. instead of the current start time of 7:30 p.m. All Plan Commissioners agreed with the 7:00 start time.

Trustee Report

Trustee Friedberg stated that a construction award for the parking lot on Duane Street has been made and construction will begin soon. He stated that the parking lot will be unique with permeable surfaces and it will be good to have additional parking available in town. He responded to a Plan Commissioner that one Trustee was not in favor of the project because of decorative pavers in the sidewalk in front of the site which she believed could deteriorate over

WEST SUBURBAN

AUTO COLLISION CENTER

WSA

July, 09 2013

Mr.John Carlisle
Planning and Development
535 Duane Street
Glen Ellyn, IL 60137

Dear Mr. Carlisle,

Thank you and the Village of Glen Ellyn for giving us the opportunity to expand our business. West Suburban Auto Body Shop has been serving this community for more than twenty years. We moved to 420A Roosevelt Road about eight years ago. The neighboring unit 420B was occupied by Avis Auto Rental before they relocated. This unit was vacant for many years prior to us. This space was previously used to store and clean rental vehicle for clients, we would like to continue to use this space for the same purpose. We understand that having a vacant spot on Roosevelt Road is not pleasing to the passing drivers nor serves any advantages for the land owner. We also understand that the unit must fulfill the requirements from appearance prospective as well as a uniformity and excellent condition to match the rest of the community. We have no intention to do any construction or modification to this space. It will remain for the same use at it was permitted before.

Our expanded space would be utilized as our car storage and car wash area. Mainly storing repaired or tore down vehicles to prevent from weather conditions and dirt/debris. As a direct repair shop for many insurance companies (State Farm, Met Life, American Family, Lease Plan, Innovation Inc.) it is our responsibility to keep their vehicle in the safest manner as possible. All of their cars must be stored inside of the facility during afterhours. Also we need to wash, clean and buff the repaired vehicles upon delivery. It is part of the included operations in our contracts with them.

Our current unit is 2800 Sq.Ft (420 Unit A Roosevelt Road) the new proposed area is going to be 3500 Sq. Ft. These units are connected. There is a direct access from one side to the other without exiting the building. The new proposed extension (420 B Roosevelt Rd.) is 3500 Sq.Ft. which would make us the same size as Ammco Transmission Inc. (420 C Roosevelt Road).

We have been occupying a part of this space since January 01, 2011 due to unfamiliarity with the Village's code. We assumed that it was acceptable to occupy this area without getting another permit. Since the space was utilized for the same purpose as it has been for many years by the previous tenants. The land owner never notified or informed us that we are required to apply for a special permit. Since then we have passed many fire inspections and also signed a lease for this side of the space. We were just under the assumption that the legalities were worked out between the Village and Mr. and Mrs. Chen (Owners).

We apologize for this inconvenient misunderstanding. Since we have occupied this space we have not had any complaints regarding noise or any kind of conduct that would harm the peace and harmony for our local neighborhood.

In this expanded unit there will be six bays set up. Four in which we will be used for car storage. One will be utilized for washing and one for buffing/detailing.

We understand it is important to keep our operation to a non-disruptive level for our neighboring businesses and residents. During business (operational) hours we will control our noise level to the minimal by keeping the garage doors closed most of the time. The only time the garage door will be open is when vehicles are being transported from outside to inside. There is no hazardous chemical that will be used on this (unit B) side of the building. All the refinishing and body work will be performed in our (unit A)'s paint booth and prep station area. We have also recently converted to water borne refinishing products which is environmental friendly. For more information you can visit PPG.com under EnviroBase. We understand that being in a safe and hazard free environment is crucial not just for our employees but to our neighbors as well. We have never received any complaints regarding our noise, odor, fumes or vibration levels. We will continue to run our operations up to the village's safety and noise guidelines.

West Suburban is not looking to open a different line of business. We are not interested in opening a car wash or a detail facility. There are two car wash businesses located just walking distance from our body shop. It would not be a good business model or decision for us. We only wash and detail our repaired vehicles.

The water line and bays are already spaced out and installed. Avis used this part of the building to do the same thing as we are intending to do. There will be no changes to the plumbing or draining system. Everything will remain the same under your code and guidelines which was approved previously.

The front office facing Roosevelt Road will be utilized as the second drive in office for my assistant manager. In this office he will be greeting clients, process assignments and repair orders for insurance companies.

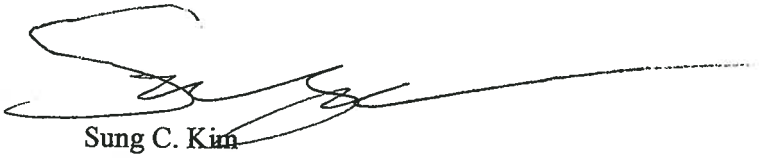
Our hours of operations are going to be Monday-Friday from 8:00 AM to 5:00PM (schedule may change during winter and summer time due to day light saving) There won't be any body work or refinishing work done after operational hours. Office hours maybe extended to 6:00PM on certain days and vehicle pick hours might be extended on Saturdays from 9:00 AM – 12:00 PM depending on client's request.

There are over forty thousands cars that pass through Roosevelt Road daily; we will do our best to keep this facility from being vacant and looking empty. But we need your help and support for us to succeed with this goal. With the economy still struggling to recover we are willing to take a chance to expand into a larger space. It is in our best interest to grow and to help provide more employment to the City Glen Ellyn. We recognize that a strong community is the key to a successful business. Hopefully this move will draw more economic benefits to our city and our neighborhood. We would like to ask the Village and its Board Members to help us build a good business together, a business that will stand the tests of time, a business that will help our struggling local economy.

Thank you for your time and support.

If there are any questions or additional documents that you might need. Please feel free to contact us at (630)858-0907 or email us at info@westsubauto.com.

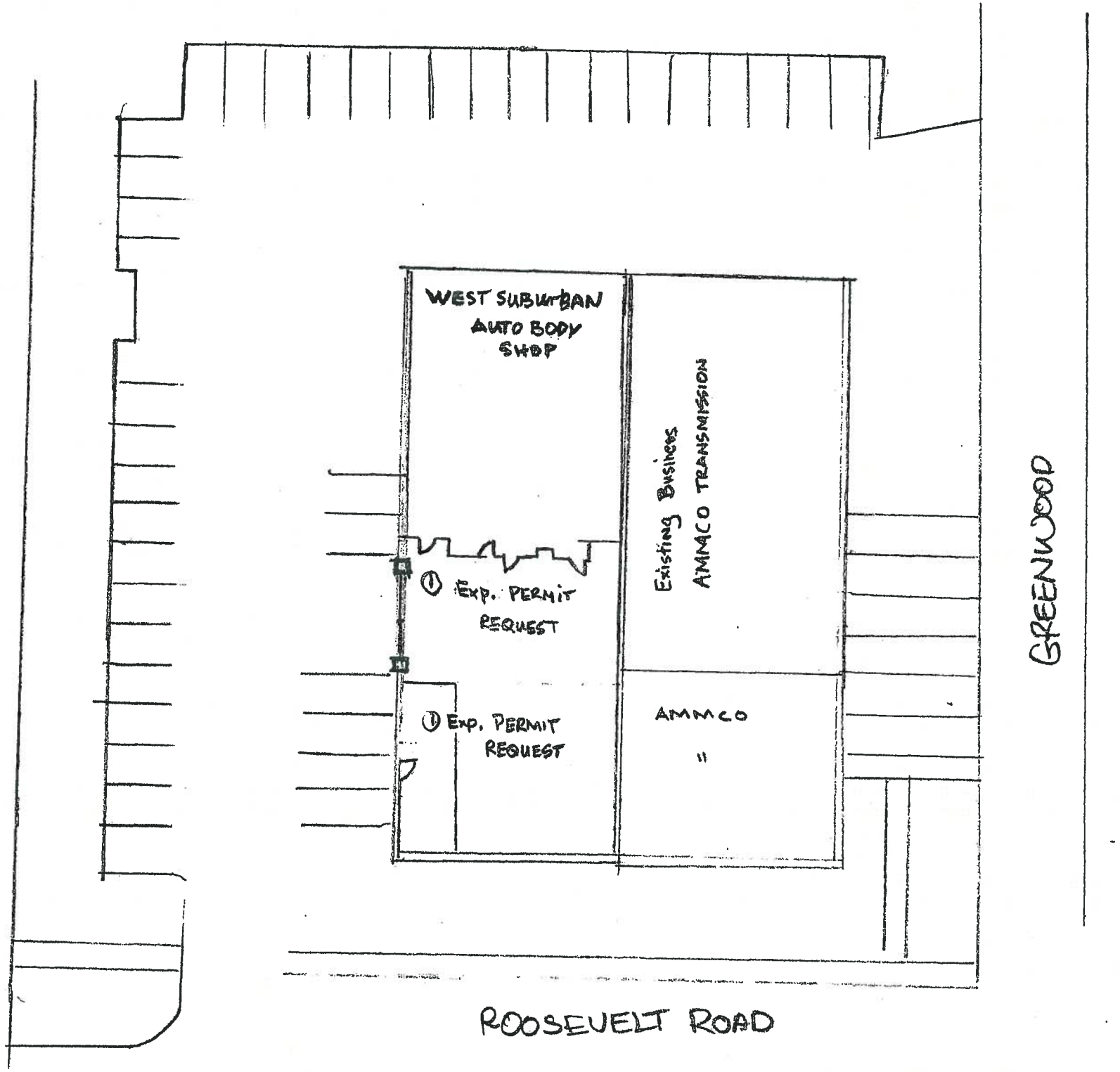
Sincerely,



Sung C. Kim

Owner/President

West Suburban Auto Body Shop Inc.
420 Roosevelt Road
Glen Ellyn, IL 60137
Tel:(630)858-0907
Fax:(630)858-0987
Email :Kim@westsubauto.com
Web : Westsubauto.com


WEST SUBURBAN
AUTO BODY
SHOP
Existing Business
AMMCO TRANSMISSION
① Exp. PERMIT
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"
GREENWOOD
ROOSEVELT ROAD

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
DEC.01,2005 11:42 AM
OTHER 05-14-306-014
012 PAGES R2005-266354

Village Of Glen Ellyn

Ordinance No. 5410

An Ordinance Granting Approval of a Special Use Permit for the West Suburban Auto Body Shop To be Located at 420 Roosevelt Road

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Adopted by the President and the Board of Trustees of the Village of Glen Ellyn DuPage County, Illinois This 14 **Day Of** November, 20 05.

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, this 16 day of Nov., 20 05.

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 Duane Street
Glen Ellyn, IL 60137

Ordinance No. 5410

An Ordinance Granting Approval of a Special Use Permit for the West Suburban Auto Body Shop To be Located at 420 Roosevelt Road

Whereas, Sung Kim, lessee of property located at 420 Roosevelt Road, is requesting approval of a Special Use Permit in accordance with Section 10-4-11(B)2 of the Glen Ellyn Zoning Code to allow the West Suburban Auto Body Shop to move from its current location at 699 Roosevelt Road into the existing building at 420 Roosevelt Road, and

Whereas, the subject property is located at the northwest corner of Roosevelt Road and Greenwood Street in the C3 Service Commercial District and is legally described as follows:

> LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN TUMMEL'S SUBDIVISION OF BLOCK 8 (EXCEPT THE WEST 113.7 FEET OF SAID BLOCK 8) OF THE PLAT OF E.W. ZANDER'S COUNTRY HOMES ADDITION TO GLEN ELLYN, IN SECTION 14, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TUMMEL'S SUBDIVISION RECORDED JANUARY 8, 1926 AS DOCUMENT 205845, IN DuPAGE COUNTY, ILLINOIS.
>
> P.I.N. 05-14-306-014, 05-14-306-015 AND 05-14-306-016; and

Whereas, following due and proper publication of notice in The Glen Ellyn News not less than fifteen (15) nor more than thirty (30) days prior thereto, and following written notice to all property owners within 250 feet, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public hearing on October 27, 2005, at which hearing the petitioner presented evidence and testimony in support of the request for approval of a Special Use Permit at which hearing no persons spoke either in favor of or in opposition to the request; and

Whereas, after having considered the evidence presented, including the exhibits and materials submitted, the Plan Commission made its findings of fact and recommendations as set

forth in the Report and Recommendation of the Glen Ellyn Plan Commission dated October 27, 2005, which is appended hereto as Exhibit "A" and, pursuant to Section 10-10-14 of the Glen Ellyn Zoning Code, by a vote of nine (9) "yes" and zero (0) "no", recommended approval of the requested Special Use Permit; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the public hearing of the Plan Commission and have considered the findings of fact and recommendations of the Plan Commission; and

Whereas, the President and Board of Trustees have determined that granting the requested Special Use Permit is consistent with the goals of the Glen Ellyn Zoning Code.

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 Report and Recommendation of the Glen Ellyn Plan Commission, Exhibit "A" attached hereto, and the findings of fact set forth therein and in the preambles above are hereby adopted as the findings of fact of the Village President and Board of Trustees based upon their review of the evidence, exhibits, and materials presented at the October 27, 2005 public hearing before the Plan Commission.

Section Two: Based upon the findings of fact and recommendations of the Plan Commission, as adopted herein, and the findings of fact and conclusions set forth in the preambles above, the Village President and Board of Trustees hereby grant approval of a Special Use Permit in accordance with Section 10-4-11(B)2 to allow an auto body repair shop at 420 Roosevelt Road.

Section Three: This grant of approval of a Special Use Permit is subject to the following conditions:

A. The business shall be operated in substantial conformance with the plans as submitted and the testimony as presented at the October 27, 2005 public hearing before the Plan Commission and the petitioner's application packet with a cover letter dated September 8, 2005, including the following plans and documents referenced below, as though they were attached to this Ordinance:

1. Cover letter dated September 8, 2005
2. Special Use Permit Application dated September 8, 2005
3. Special Use Description
4. Special Use Narrative
5. Plat of Survey dated September 24, 1992
6. Plat of Survey/Site Plan
7. Floor Plan

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

B. All automobile repair work must be conducted inside the building.

C. No vehicles shall be parked overnight in the parking lot while waiting for repair.

D. No inoperable vehicles shall be stored on the site.

E. No customer vehicles shall be located in the parking lot for more than seven (7) consecutive days.

F. Any dumpsters currently located in any parking spaces on the property shall be immediately moved out of such parking spaces to a location behind and adjacent to the rear of the building. A temporary occupancy permit shall not be issued until this condition is met.

G. No later than June 1, 2006, any dumpsters on the property shall be placed within a trash enclosure located behind and adjacent to the building that meets the standards set forth in

Section 10-5-5(B)4(35) of the Zoning Code. A final occupancy permit shall not be issued until this enclosure is constructed.

H. No later than June 1, 2006, grass ground cover shall be installed in front of the building where there is currently exposed dirt, and additional shrubs shall be planted in front of the building. A final occupancy permit shall not be issued until such grass and shrubs are established.

I. The sign designating the handicap parking space on the site for use by AVIS shall be immediately removed. A temporary occupancy permit shall not be issued until this condition is met.

J. The number of handicap spaces on the property shall be immediately brought into conformance with the Illinois Accessibility Code by adding one additional handicap parking space in a location deemed appropriate by the Building and Zoning Official, which will increase the number of handicap parking spaces on the site from 1 to 2. This additional handicap space shall be marked as required by law. A temporary occupancy permit shall not be issued until this condition is met.

K. A minimum of 20 low growing shrubs shall be installed in front of the fence in the rear of the property no later than June 1, 2006. A final occupancy permit shall not be issued until these plantings are installed.

Section Four: The Building and Zoning Official is hereby authorized to issue all necessary building and occupancy permits pursuant to the Special Use Permit approved herein, provided that all the conditions set forth hereinabove have been met and that the applicant complies with all other applicable laws and ordinances of the Village of Glen Ellyn. This grant of approval of a Special Use

Permit shall expire and become null and void within 18 months of the date of this Ordinance unless an occupancy permit is applied for within said time period, provided, however, that the Village Board, by motion, may extend the period during by which an occupancy permit must be applied for.

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

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

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this 14 day of November, 2005.

Ayes: Armstrong, Chapman, Gardner, Lee, Saxton, Pfefferman

Nays: -0-

Absent: -0-

Approved by the Village President of the Village of Glen Ellyn, Illinois, this 14 day of November, 2005.

Vicky Lee
Village President of the
Village of Glen Ellyn, Illinois

Attest:

Andrea Abrahams
Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the 16 day of November, 2005

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Exhibit "A"

REPORT AND RECOMMENDATION OF THE GLEN ELLYN PLAN COMMISSION ON A REQUEST FOR APPROVAL OF A SPECIAL USE PERMIT FOR THE WEST SUBURBAN AUTO BODY SHOP TO BE LOCATED AT 420 ROOSEVELT ROAD

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

DATE: October 27, 2005

Sung Kim, lessee of property located at 420 Roosevelt Road, is requesting approval of a Special Use Permit in accordance with Section 10-4-11(B)2 of the Glen Ellyn Zoning Code to allow the West Suburban Auto Body Shop to move from its current location at 699 Roosevelt Road to the existing building at 420 Roosevelt Road. The subject property is located at the northwest corner of Roosevelt Road and Greenwood Street in the C3 Service Commercial District.

The Plan Commission considered the request at a public hearing on October 27, 2005 and issued the following Report and Recommendation:

I. REPORT.

A. Requests. The petitioner is requesting approval of a Special Use Permit in accordance with Section 10-4-11(B)2 of the Glen Ellyn Zoning Code to allow an auto body repair shop at 420 Roosevelt Road.

B. Exhibits. The following materials were distributed to the Plan Commission prior to the October 27, 2005 public hearing

1. Staff Report dated October 20, 2005
2. Location Map
3. Public Hearing Notice
4. Mailing Labels for Public Hearing Notice
5. Pages 159 and 160 of the Glen Ellyn Zoning Code
6. Photograph of Property from GIS System
7. Petitioner's Application Packet with a Cover Letter dated September 8, 2005, including the following materials:
   - Cover letter dated September 8, 2005
   - Special Use Permit Application dated September 8, 2005
   - Special Use Description
   - Warranty Deed
   - Legal Description
   - Affidavit of Authorization
   - Lease Agreement

- Plat of Survey dated September 24, 1992
- Plat of Survey/Site Plan
- Floor Plan

C. Staff Presentation. Planner Stegall provided a brief overview of the request and reviewed the zoning and land uses on the site and in the surrounding area. The building at 699 Roosevelt Road that currently houses the West Suburban Auto Body Shop is planned for demolition to make room for the commercial development at the southwest corner of Roosevelt Road and Nicoll Way. Therefore, Mr. Kim needs to relocate his business and is proposing to move into a 2,800-square foot space in the northwest corner of the existing building at 420 Roosevelt Road. AVIS Rental Car and the Equipment Doctor currently occupy the building at 420 Roosevelt Road. The east side of the building is currently vacant. Mr. Kim plans to relocate the Auto Body Shop into that portion of the building currently occupied by the Equipment Doctor. The Equipment Doctor would then move into a portion of the east side of the building previously occupied by Fair Car Care Center.

D. Petitioner's Presentation. Jim Rigney, Real Estate broker representing the property owners, addressed the Commission. Mr. Rigney indicated that the petitioner and property owners are agreeable to the suggested conditions in the staff report. He noted that the owners were already planning on installing additional landscaping in front of the building. This project was already started, which explains why there is bare dirt in front of the building, however, the owners will not be able to complete this work until the Spring. Mr. Rigney also indicated that he has already spoken to AVIS Rental Car about removing the AVIS placards and rental cars from the handicapped parking spaces on the property.

Mr. Kim's request to use the building for an auto body repair shop is consistent with previous uses of the building. This building has been occupied in the past by Al-Tune Lube, A&E Tire, and Fair Care Car Center. AVIS rental car is currently located in the building, which is also an automotive use. The building is physically designed for automotive type uses as it has several overhead doors.

Mr. Kim's operation is a one-man shop and he does not anticipate that there will be any difficulty accommodating parking for the business on the site. There are no plans to store any vehicles outside of the building. When a car is dropped off, it will be brought inside for repair and will be taken outside when it is complete for customer pick-up.

Commissioner Swanson asked if any engine repair would be done. Mr. Kim stated that it would not and that the business would be limited to auto body repair. Commissioner Swanson then asked about what kind of waste would be generated. Mr. Kim responded that the waste would be put in 55-gallon drums that are stored inside until they are ready to be picked up. Other waste would go in the dumpster outside the building. Junk auto body parts are picked up once a week. These parts would be put in the existing fenced-in area behind the building. This fence is chain link and has privacy slats.

E. Public Hearing. No members of the public commented on the requests.

F. Plan Commission Deliberation. The Commission members expressed general support for the request.

G. Findings of Fact. The Plan Commission made the following findings of fact in regard to the request.

1. The proposed use will be harmonious and in accordance with the general objectives, or within a specific objective, of the Comprehensive Plan and/or Zoning Code because the subject building is occupied by other automotive destination uses and the C3 district is designed to allow a wide range of retail and service uses, including similar automotive uses, and to keep such uses in this district.

2. The proposed project is designed and shall be constructed and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area because the business will occupy a building that has been constructed for many years and which has been the home to similar automotive uses.

3. The proposed use will not be hazardous or disturbing to existing or future neighborhood uses of the property because all automobile repair work will be conducted indoors and the business will comply with all applicable OSHA, IEPA and EPA standards.

4. The proposed use will be served adequately by existing public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers and schools because the existing building is currently served by such uses and the business will be relocating less than one-half mile from its current location.

5. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the Village because the business will be relocating less than one-half mile from its current location and no additional Village services will be required to serve the business than it currently receives.

6. The use will not involve activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare and odors because the business will be operated in accordance with all local, state and federal regulations related to noise, odor and fumes and the balance of the work performed includes handwork and hand tool work that does not create a level of noise that would be recognizable outside the subject address.

7. The project will have vehicular approaches to the property which shall be so designed as not to create an undue interference with traffic on surrounding public streets or roads because the curb cuts that will serve the business have been in place for many years and the proposed use does not require any changes to these curb cuts nor should it impact the efficiency and utility of the existing plan.

8. The project will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief because the proposed use would move into an existing building and utilize the existing parking lot. Therefore, the request should have no impact on existing drainage patterns.

9. The project will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community because the business would move into an existing building on an improved site.

II. RECOMMENDATION.

Commissioner Fullerton moved, seconded by Commissioner Buckton, to recommend approval of a Special Use Permit in accordance with Section 10-4-11(B)2 of the Glen Ellyn Zoning Code to allow an auto body repair shop at 420 Roosevelt Road subject to the following conditions:

A. The business shall be operated in substantial conformance with the plans as submitted and the testimony as presented at tonight's meeting.

B. All automobile repair work must be conducted inside the building.

C. No vehicles shall be parked overnight in the parking lot while waiting for repair.

D. No inoperable vehicles shall be stored on the site.

E. No customer vehicles shall be located in the parking lot for more than 7 consecutive days.

F. Any dumpsters currently located in any parking spaces on the property shall be immediately moved out of such parking spaces to a location behind and adjacent to the rear of the building.

G. A minimum of 60 days after the date of approval, any dumpsters on the property shall be placed within a trash enclosure located behind and adjacent to the building that meets the standards set forth in Section 10-5-5(B)4(35) of the Zoning Code. A final occupancy permit shall not be issued until this enclosure is constructed.

H. No later than June 1, 2006, grass ground cover shall be installed in front of the building where there is currently exposed dirt, and additional shrubs shall be planted in front of the

building. A final occupancy permit shall not be issued until such grass and shrubs are established.

I. The sign designating the handicap parking space on the site for use by AVIS shall be immediately removed.

J. The number of handicap spaces on the property shall be immediately brought into conformance with the Illinois Administrative Code by adding one additional handicap parking space in a location deemed appropriate by the Building and Zoning Official, which will increase the number of handicap parking spaces on the site from 1 to 2. This additional handicap space shall be marked as required by law.

K. A minimum of 20 low-growing shrubs shall be installed in front of the fence in the rear of the property no later than June 1, 2006. A final occupancy permit shall not be issued until these plantings are installed.

Vice Chairman Strayer declared the motion carried with nine (9) "yes" and zero (0) "no" votes as follows: Commissioners Buckton, Dykstra, Fullerton, Kasserman, Lemme, Scanlan, Swanson and Vice Chairman Strayer voted "yes."

Respectfully submitted,

Vice Chairman Strayer
Glen Ellyn Plan Commission Chairman

Date of Meeting: October 27, 2005

Present: Commissioners Buckton, Fullerton, Garwood, Lemme, Scanlan, Swanson, Whalen and Vice Chairman Strayer

Absent: Commissioners Dykstra, Kasserman and Chairman Mansfield

Also Present: Trustee Liaison Mary Jane Chapman, Village Engineer Bill McGurr, Village Planner Michele Stegall and Court Reporter Annette Moriarty

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CERTIFICATION

I, Andrea L. Draths, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is the true original copy of Ordinance No. 5410, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the Regular Meeting of said Board held on the 14 day of November, 2005, and that the same was signed and approved by the President of said Village on the 14 day of November, 2005.

I do further certify that the original is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 16 day of November, 2005.

Andrea Draths
Village Clerk

CORPORATE SEAL

Village of Glen Ellyn

Ordinance No. _____

An Ordinance Amending Ordinance 5410, Which Granted Approval of a Special Use Permit for West Suburban Auto at 420 Roosevelt Road Glen Ellyn, IL 60137

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

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

Ordinance No. _____

An Ordinance Amending Ordinance 5410, Which Granted Approval of a Special Use Permit for West Suburban Auto at 420 Roosevelt Road Glen Ellyn, IL 60137

Whereas, on November 15, 2005 by the adoption of Ordinance 5410, Sung C. Kim, lessee of property at 420 Roosevelt, received a Special Use Permit to operate an automobile repair business on the property, in accordance with Section 10-4-15(B)2 of the Zoning Code; and

Whereas, the petitioner is requesting approval of an amendment to the Special Use Permit, granted by Ordinance 5410, to allow the business to expand into an adjacent unit within the building, increasing the business's occupied floor space by 125 percent without any physical changes to the property; and

Whereas, the subject property is located at the northwest corner of Roosevelt Road and Greenwood Street in the C3 Service Commercial District and is legally described as follows:

> LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN TUMMEL'S SUBDIVISION OF BLOCK 8 (EXCEPT THE WEST 113.7 FEET OF SAID BLOCK 8 OF THE PLAT OF E.W. ZANDER'S COUNTRY HOMES ADDITION TO GLEN ELLYN, IN SECTION 14, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TUMMEL'S SUBDIVISION RECORDED JANUARY 8, 1926 AS DOCUMENT 205845, IN DUPAGE COUNTY, ILLINOIS
>
> P.I.N.s: 05-014-060-14, 05-14-306-015 and 05-143-060-16; and

Whereas, following due and proper publication of notice in the Daily Herald not less than fifteen (15) and not more than thirty (30) days prior, the Glen Ellyn Plan Commission conducted a public hearing on September 12, 2013 at which the petitioner presented evidence, testimony and exhibits relative to the request for an amendment to the Special Use Permit approved by Ordinance 5410 and at which no persons spoke either in favor of or in opposition to the request; and

Whereas, based upon the evidence, testimony and exhibits presented at the September 12, 2013 Plan Commission public hearing, by a vote of eight (8) "yes" and zero (0) "no", the Plan Commission recommended approval with conditions "A" through "F" in Ordinance 5410 remaining for the requested Special Use Permit amendment as set forth in the minutes of the September 12, 2013 Plan Commission meeting, which is attached hereto as Exhibit "A"; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits and materials presented at the September 12, 2013 Plan Commission public hearing, have considered the recommendation of the Plan Commission and hereby adopt the findings of fact for the requested Special Use Permit amendment as set forth in Exhibit "B" attached hereto; and

Whereas, the President and Board of Trustees have determined that approving the requested Special Use Permit amendment is in the best interest of the Village and consistent with the goals of the Glen Ellyn Zoning Code.

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

Section One: Based upon a review of the evidence, testimony and exhibits presented at the September 12, 2013 Plan Commission public hearing, the Village President and Board of Trustees hereby grant approval of the requested Special Use Permit amendment in accordance with Section 10-4-15(B)2 to allow expansion of West Suburban Auto Body into an adjacent unit within the existing building at 420 Roosevelt Road, which will result in the business occupying the entire 6,300 square feet of the western half of the building on the property.

Section Two: Section Three, Subsection A, of Ordinance 5410 is hereby repealed and replaced in its entirety to read as follows:

Section Three: *This grant of approval of a Special Use Permit is subject to the following conditions:*

A. The business shall be operated in substantial conformance with the plans submitted and the testimony as presented at the October 27, 2005 and September 12, 2013 public hearings before the Plan Commission and the petitioner's application packets, with cover letters dated September 8, 2005 and July 9, 2013 including the following plans and documents referenced below, as though they were attached to this Ordinance:

1. *Cover letter dated September 8, 2005*
2. *Special Use Permit Application dated September 8, 2005*
3. *Special Use Description dated September 8, 2005*
4. *Special Use Narrative dated September 8, 2005*
5. *Plat of Survey dated September 24, 1992*
6. *Plat of Survey/Site Plan dated September 24, 1992*
7. *Floor Plan submitted September 8, 2005*
8. *Cover letter dated July 9, 2013*
9. *Special Use Permit Application dated July 9, 2013*
10. *Special Use Expansion Description dated July 9, 2013*
11. *Revised Site Plan submitted July 9, 2013, a reduced copy of which is attached hereto as Exhibit "C."*
12. *Revised Floor Plan submitted July 9, 2013, a reduced copy of which is attached hereto as Exhibit "D."*

and these plans and documents shall be filed with and made part of the permanent records of the Glen Ellyn Planning and Development Department. Where a discrepancy in the above items exists, the more current item shall prevail.

Section Three: Section Three of Ordinance 5410 is hereby further amended to add condition L which shall read as follows:

L. No cars shall in the stored in the expanded space (Unit B) until a building and fire inspection has been passed.

Section Four: The Building and Zoning Official is hereby authorized to issue all necessary building and occupancy permits pursuant to the amended Special Use Permit approval granted herein, provided that all the conditions set forth hereinabove have been met and that the applicant complies with all other applicable laws and ordinances of the Village of Glen Ellyn. The approval granted herein shall expire and become null and void within 24 months of the date of this Ordinance unless the requisite permits are applied for within said time period provided, however, that the Village Board, by motion, may extend the period during which an occupancy permit must be applied for. Further, the Village Board may, for good cause shown, waive or modify any conditions set forth in this ordinance without requiring that the matter return for public hearing.

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

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

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

Ayes:

Nays:

Absent:

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

_____
Village President of the
Village of Glen Ellyn, Illinois

Attest:

_____
Village Clerk of the
Village of Glen Ellyn, Illinois

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

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Roosevelt\Roosevelt 420, West Suburban Auto, SUP\VB Ordinance_SUP Amendment_092613.doc

Exhibit "B"

Findings of Fact for Requested Amendment to Previously Approved Special Use Permit, Granted by Ordinance 5410

The Village Board hereby adopts the following findings of fact for the requested amendment to the previously approved Special Use Permit:

A. The proposed use will be harmonious with and in accordance with the general objectives, or within a specific objective of the Comprehensive Plan and/or the Zoning Code because the use will remain "auto-oriented," which is encouraged for the Roosevelt Road corridor by the Comprehensive Plan, and will remain service-oriented, which aligns with the C3 Service Commercial District classification;

B. The proposed use will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area because there will no changes to the exterior of the building;

C. The proposed use will not be hazardous or disturbing to existing or future neighborhood uses as the normal hours of operation will be Monday through Friday, 8 a.m. to 5 p.m., and the petitioner plans to keep garage doors closed. In addition, the expanded floor area will be used to wash, clean and store cars, which are not major noise-inducing uses. No hazardous material will be exposed to the public;

D. The proposed use will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services because the petitioner plans no modifications to the structure of the building that would result in additional needs;

E. The proposed use will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the Village as there are no structural changes proposed or needs for new services;

F. The proposed use will not involve uses, activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors as the business will adhere to conditions set forth in Ordinance 5410 intended to mitigate these effects, and the Village will continue to monitor and enforce these conditions;

G. The proposed use will have vehicular approaches to the property, which shall be so designed as not to create an undue interference with traffic on surrounding public streets or roads as the expanded use will not require a change to existing parking lot, entrances or exits;

H. The proposed use will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief as no changes are proposed to the site; and

I. The proposed use will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community as there is no construction or demolition planned for this project.

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Roosevelt\Roosevelt 420, West Suburban Auto Body\Findings of Fact_092713

Exhibit "C"

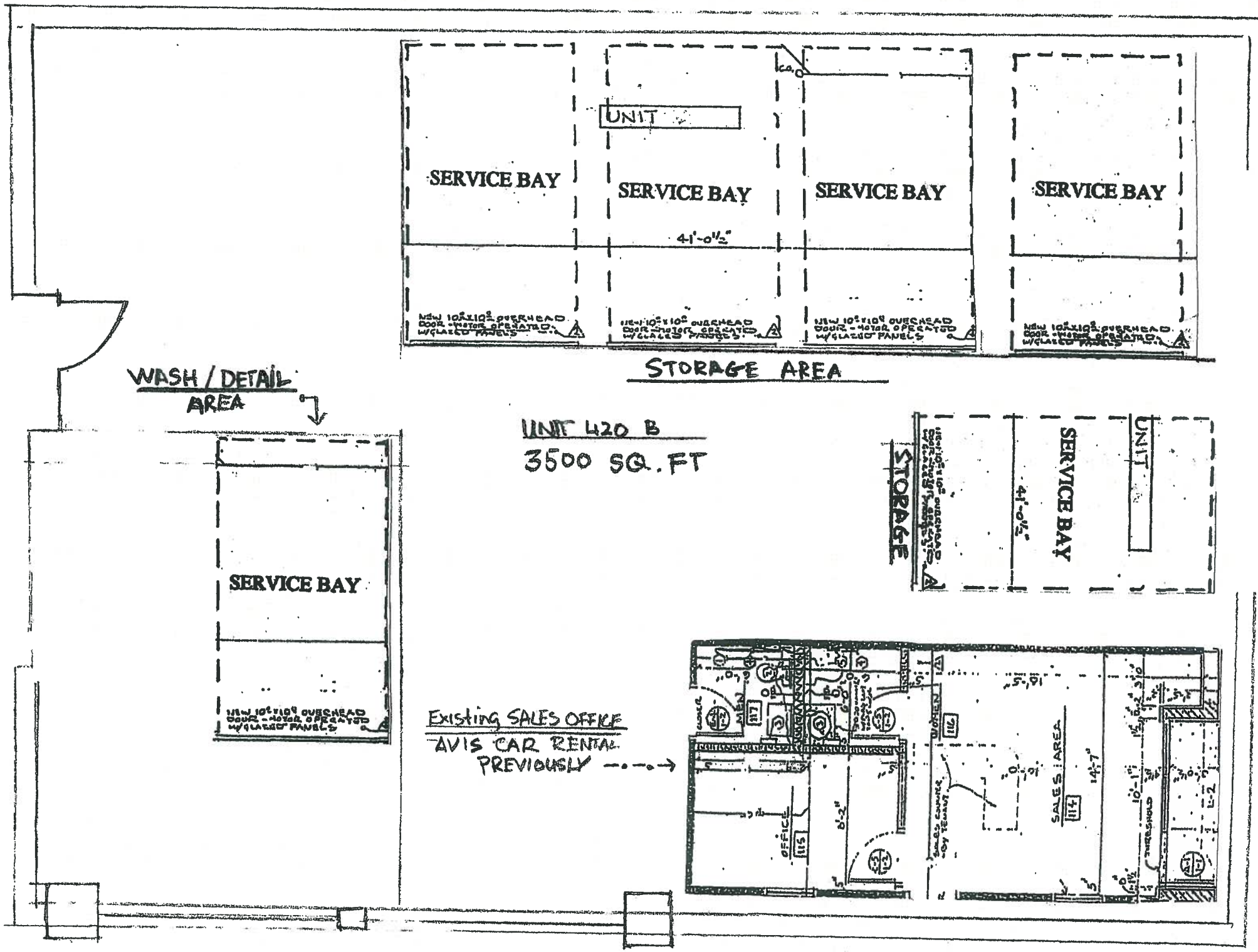
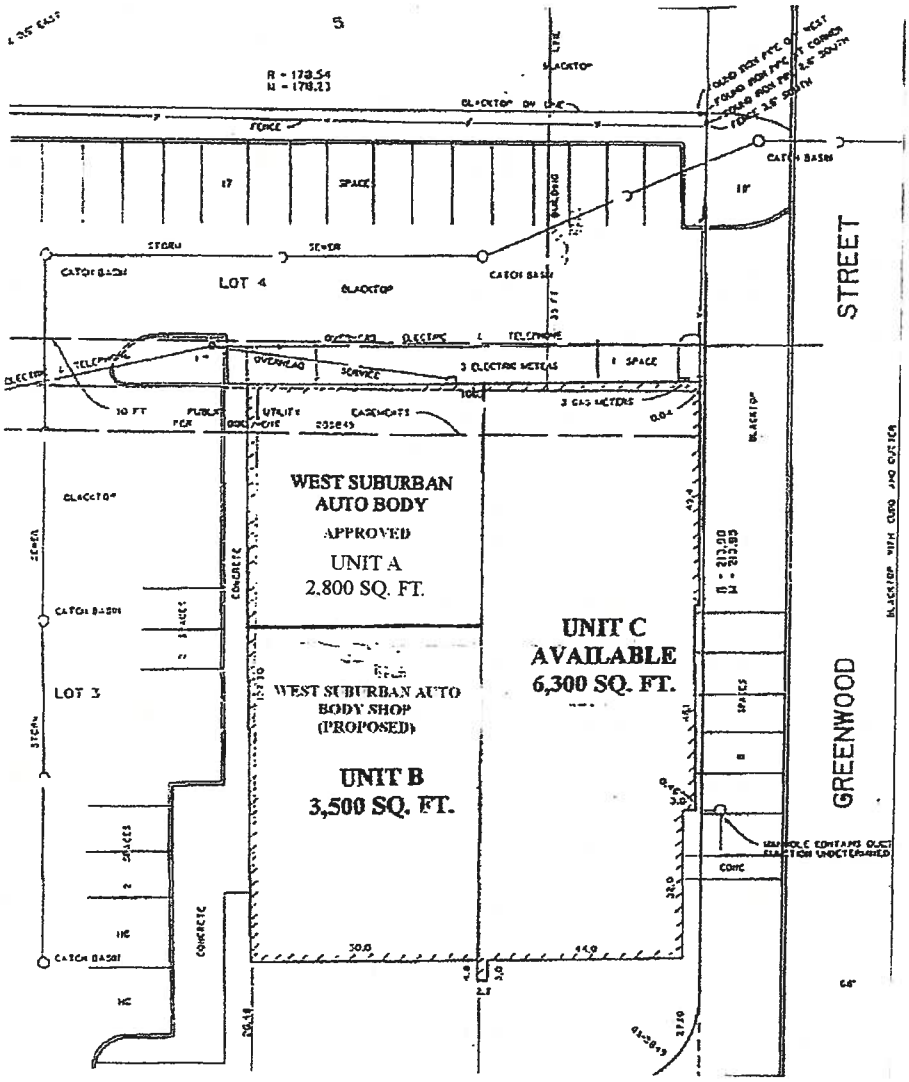

UNIT
SERVICE BAY
SERVICE BAY
SERVICE BAY
SERVICE BAY
41'-0½"
STORAGE AREA
WASH / DETAIL AREA
SERVICE BAY
UNIT 420 B
3500 SQ. FT
STORAGE
SERVICE BAY
UNIT
Existing SALES OFFICE
AVIS CAR RENTAL
PREVIOUSLY
OFFICE
SALES AREA
WOMEN

Exhibit "D"


WEST SUBURBAN AUTO BODY
APPROVED
UNIT A
2,800 SQ. FT.
WEST SUBURBAN AUTO BODY SHOP (PROPOSED)
UNIT B
3,500 SQ. FT.
UNIT C
AVAILABLE
6,300 SQ. FT.
LOT 4
LOT 3
STREET
GREENWOOD

A-6F

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning & Development Director
Michele Stegall, Village Planner MTS
John Carlisle, Planning Intern JC by MTS

DATE: October 4, 2013

FOR: October 14, 2013 Village Board Meeting

RE: First United Methodist Church, 424 Forest Avenue

Background. The First United Methodist Church located at 424 Forest Avenue is requesting exterior appearance approval to allow the crenellations (i.e. castle-like elements) located along the roof-top parapet to be removed and the height of the chimney on the south elevation to be lowered 10-feet. The only crenellations that would remain are the lower level crenellations above the entranceway and windows on the east elevation. The alterations are being proposed to address a water leakage issue that is damaging the structure. The Church has indicated that the necessary repair work will cost about $108,000 and if the crenellations were rebuilt as part of the project that it would cost an additional $48,000.

The subject property is located at the southwest corner of Duane Street and Forest Avenue in the C5B Central Business District Central Service Sub-district. The property is included in the Downtown South Historic District.

Issues. Staff briefly consulted the Illinois Historic Preservation Agency and two other agencies about potential financial assistance that might be available to assist the Church and allow them to complete the work and keep the crenellations. Since the Church is tax exempt, they are not eligible for any tax incentives and it does not appear that any significant grants are currently available from other agencies.

Architectural Review Commission Recommendation. The Architectural Review Commission considered the Church's request for exterior appearance approval at a public meeting on September 25, 2013. One individual spoke at the meeting in support of the proposed changes. By a vote of 5-0, the Architectural Review Commission recommended approval of the request.

Although, the Commission unanimously supported the application, each member did so reluctantly noting that the request was contrary in whole to the Appearance Review Guidelines which recommends maintaining original roof designs and distinctive architectural treatments. However, the Commissioners recognized the financial hardship faced by the Church and at least one Commissioner noted that the requested change would not deface the building and that it would continue to be attractive upon completion of the project.

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

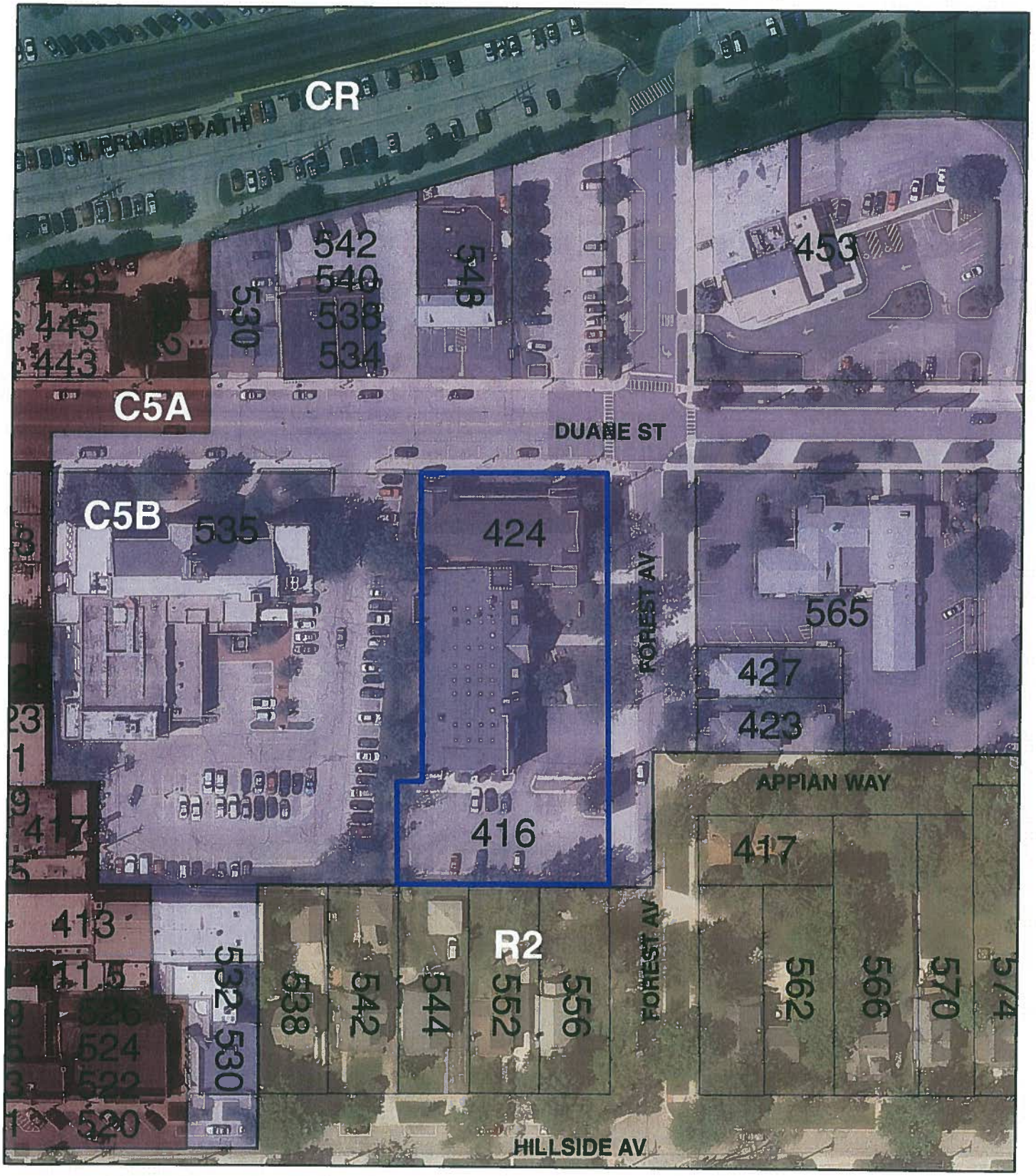
Attachments

- Aerial Photo of Property With Zoning
- Draft Minutes from September 25, 2013 ARC Meeting
- Select Materials from Petitioner's Application Packet
- Draft Ordinance

Cc: Kristen Larsen, Senior Pastor, First United Methodist Church
Guy Gelhausen, Saavedra Gelhausen Architects
Alicia Neubauer, Saavedra Gelhausen Architects

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Forest\Forest 424, First United Methodist Church\First United Methodist Church, EA 2013\VB Memo 100413.docx

424 Forest, Aerial Photo with Zoning



Selected Parcels

Prepared By: Planning and Development
Date: Sept. 19, 2013

N

0 175 350 700 Feet

DRAFT
MINUTES

BOARD/COMMISSION:	**Architectural Review**	**DATE:**	**9/25/13**
MEETING:	**Regular**	**CALLED TO ORDER:**	**7:33 p.m.**
QUORUM:	**Yes**	**ADJOURNED:**	**9:55 p.m.**

MEMBER ATTENDANCE: **PRESENT:** Chairman Burdett, Commissioners Hartweg, Senak, Thompson, Wussow, Student Commissioner Howard

ABSENT: Commissioners Albrecht, Dickie, Dohrer

ALSO PRESENT: Village Planner Stegall, Trustee Liaison Ladesic, Recording Secretary Solomon

1. Call to Order

Chairman Burdett called the Glen Ellyn Architectural Review Commission (ARC) regular meeting to order at 7:33 p.m., in the Civic Center at 535 Duane Street, Glen Ellyn, Illinois.

2. Approval of Minutes from September 11, 2013 Meeting

Commissioner Senak stated that he did not make the motion on page 3, and Commissioner Wussow stated she had made the motion. Commissioner Hartweg moved to approve the amended September 11, 2013 minutes. The motion was seconded by Commissioner Senak and carried unanimously by a vote of 5-0.

3. First United Methodist Church – 424 Forest Avenue, Exterior Appearance

Village Planner Stegall presented background on a request from the First United Methodist Church, owner of the property at 424 Forest Avenue, for exterior appearance approval. She stated the subject property is located in the central business district on the southwest corner of Forest Avenue and Duane Street and is zoned C5B Central Business District/Central Service Sub-District. She stated the petitioner received exterior appearance approval in 2009 for an expansion project and is requesting now to make additional changes to the roof and one chimney tower due to a persistent water leak. She noted that the property is located in the new downtown historic district.

Guy Gelhausen, partner with Saavedra Gelhausen Architects in Rockford, Illinois, stated they are proposing to remove most of the crenellations on the roof as well as lower the chimney due to water leaks which are causing damage inside the buildings. He stated this will create a flat look to the roof-level parapets as opposed to the current "castle" look. He showed pictures of the

current elevations and then elevations with the proposed changes. He stated that if they rebuilt the crenellations in their current form, it would add about an additional $50,000 to the project.

Mary Jane Chapman, Trustee Board Chairman of the First United Methodist Church, stated the original project was not completed the way they hoped it might as the church did not raise enough money. She stated the crenellations continue to deteriorate, and they want to make the roof look pleasing.

Jim Velez, Trustee Board Vice-Chairman of the First United Methodist Church, stated they did receive 3 bids on the proposed work and did go with the lowest bid at $108,000. He stated in 2009, there was a lot of asbestos abatement to be done so their funds ran short for the rest of the roof. It would cost an additional $48,000 to complete the necessary repair work and keep the crenellations with most of the additional cost being the cost to rebuild the crenellations.

Chairman Burdett asked if the crenellation design itself aggravates the leakage problem to which Mr. Gelhausen stated it can be due to the up and down nature. Commissioner Senak asked if the church would replace with metal flashing to which Mr. Gelhausen passed around a sample and stated they would use a heavy-gauge pre-fabricated metal that will be close to the color of the stone and will have a matte finish. Chairman Burdett asked if the new roof will look like the tower built in 2009 without crenellations to which Mr. Gelhausen stated it would. Commissioner Wussow noted that the Guidelines encourage retention of original building elements and distinctive architectural features including rooflines and asked if there is room in the Guidelines for practicality to which Village Planner Stegall stated they are Guidelines and not code, and there is flexibility built in for unique circumstances.

Chairman Burdett asked if stucco will be replaced on the east elevation to which Mr. Gelhausen stated they would replace the stucco in case an addition is ever added to that side of the building. Mr. Gelhausen stated the crenellations above the entry doors and over the library are in good shape and will remain on the building.

Commissioner Senak asked if an analysis was done so the current crenellations could remain to which Mr. Gelhausen stated they could come up with a metal cap, but there would not be much cost savings.

An audience member stated he does not like the look of the current crenellations and would like to see a flat look on the roof.

Commissioner Thompson stated she liked the proposed design and would recommend approval of the request.

Commissioner Wussow stated the style of the crenellations is impractical, and although she will miss seeing the crenellations, the building will still be attractive without the crenellations. She stated due to the financial hardship, she would be in favor of this proposal.

Commissioner Senak stated the crenellations are a charming aspect of the building, but that he can understand the church is in a difficult spot. He stated the proposal is cost-efficient, and the proposal should result in reliability and durability going forward.

Student Commissioner Howard stated the proposal is a good idea due to the water issues.

Commissioner Hartweg stated he will miss seeing the crenellations, but sees no reason to keep them. He stated the proposal is a good long-term fix.

Chairman Burdett stated he likes the current crenellations, but the tower done in 2009 sets a precedent for no crenellations on the roof going forward.

Commissioner Hartweg made a motion to recommend approval of the proposed exterior appearance which was presented for the First United Methodist Church at 424 Forest Avenue. The motion was seconded by Commissioner Thompson and passed unanimously by a vote of 5-0.

4. Sign Code Update

Village Planner Stegall presented background on the Sign Code update and stated the staff has been working on the project for some time. She stated the current code was adopted in 1993, and there have only been a handful of amendments made since this time. She stated the staff discussed a list of proposed amendments with the ARC in 2009, but the update was put on hold as other projects took priority. She stated the staff feels the current code is too restrictive, and the code needs to be more user-friendly and business-friendly. She stated the proposed amendments reflect a fundamental change in the way the Village approaches signage, and the proposed code does away with the primary and incidental signage categories used today.

Lee Marks, Chairman of the Historic Preservation Commission (HPC), stated the HPC is interested in working with the ARC on the downtown signage piece. He stated in Wheaton, they allow historic-looking projecting signage over the establishments, and this has strong support from the merchants and residents. He stated there is no consistency with signage in downtown Glen Ellyn. Chairman Burdett asked if the current code permits projecting signage to which Village Planner Stegall stated it does, with a maximum permitted area of 4 square feet and height of 15 feet. There was a general discussion about projecting signage in regards to wind speeds and maintenance standards.

Mr. Marks suggested that consideration should be given to Glen Ellyn's downtown now being in a historic district and that he would like to see traditional, historical signage in the downtown area. He also indicated that the Illinois Historic Preservation Agency (IHPA) has complemented Glen Ellyn for maintaining the overall historic character of the downtown . He stated the central business district's signage of Portsmouth, New Hampshire, and Newburyport, Massachusetts, are considered some of the best historical signage in the country. Commissioner Thompson asked if there are signage guidelines for a landmark district to which Mr. Marks stated he was not sure, but he would find out. Commissioner Wussow stated the ARC would try to be mindful of the landmark district going forward.

EXTERIOR APPEARANCE REVIEW APPLICATION

RECEIVED
AUG 30 2013
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

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

I. APPLICATION INFORMATION:

A. Date Filed: Aug 21, 2013 B: Application No. _____

C. Project Name: First United Methodist Church of Glen Ellyn

D. Project Description: Masonry Alterations and Partial Re-roof

E. Address of Property: 424 Forest Avenue

F. Permanent Index No.: 051 132 8025 G. Zoning: C-5B

H. Name of Applicant: Guy D Gehlhausen, AIA Saavedra Gehlhausen Architects

I. Address of Applicant: 504 N Church Street

J. Phone No. (Business): 815-963-9392 (Home) _____

K. Fax No. (Business): 815-963-9021 (Home) _____

L. E-mail Address of Applicant: guy@sgadesign.com

M. Name of Property Owner: First United Methodist Church of Glen Ellyn

N. Address of Property Owner: 424 Forest Avenue

O. Phone No. (Business): 630-469-3510 (Home) _____

P. E-Mail Address of Property Owner: connect@gefumc.org

II. COMFORMANCE WITH APPEARANCE REVIEW GUIDELINES:

(You may attach separate sheets as needed to answer any of the following questions)

Q. Please explain why the proposed architectural style was chosen. See attached

R. Provide information about the architectural style and exterior materials of the buildings in the surrounding area: See attached

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

T. Please explain why any deviations from the Appearance Review Guidelines are proposed: See attached

Signature: Guy D. Gehlhausen Date: 08/22/13

FIRST UNITED METHODIST CHURCH OF GLEN ELLYN
424 FOREST AVENUE

EXTERIOR APPEARANCE REVIEW APPLICATION (Supplemental Attachment)

Narrative Statement
The existing First Church of Glen Ellyn, a United Methodist Congregation consists of a three story brick and stone building constructed in 1929 and a three story stone sanctuary constructed in 1957. A Three story brick and stone addition including a secondary entrance, narthex and elevator was completed in 2010. The proposed Masonry, Stucco, Roofing & Miscellaneous repairs are needed to stop water intrusion and to prolong the life of the building.

II. COMFORMANCE WITH APPEARANCE REVIEW GUIDELINES

Q. Please explain why the proposed architectural style was chosen.
N/A

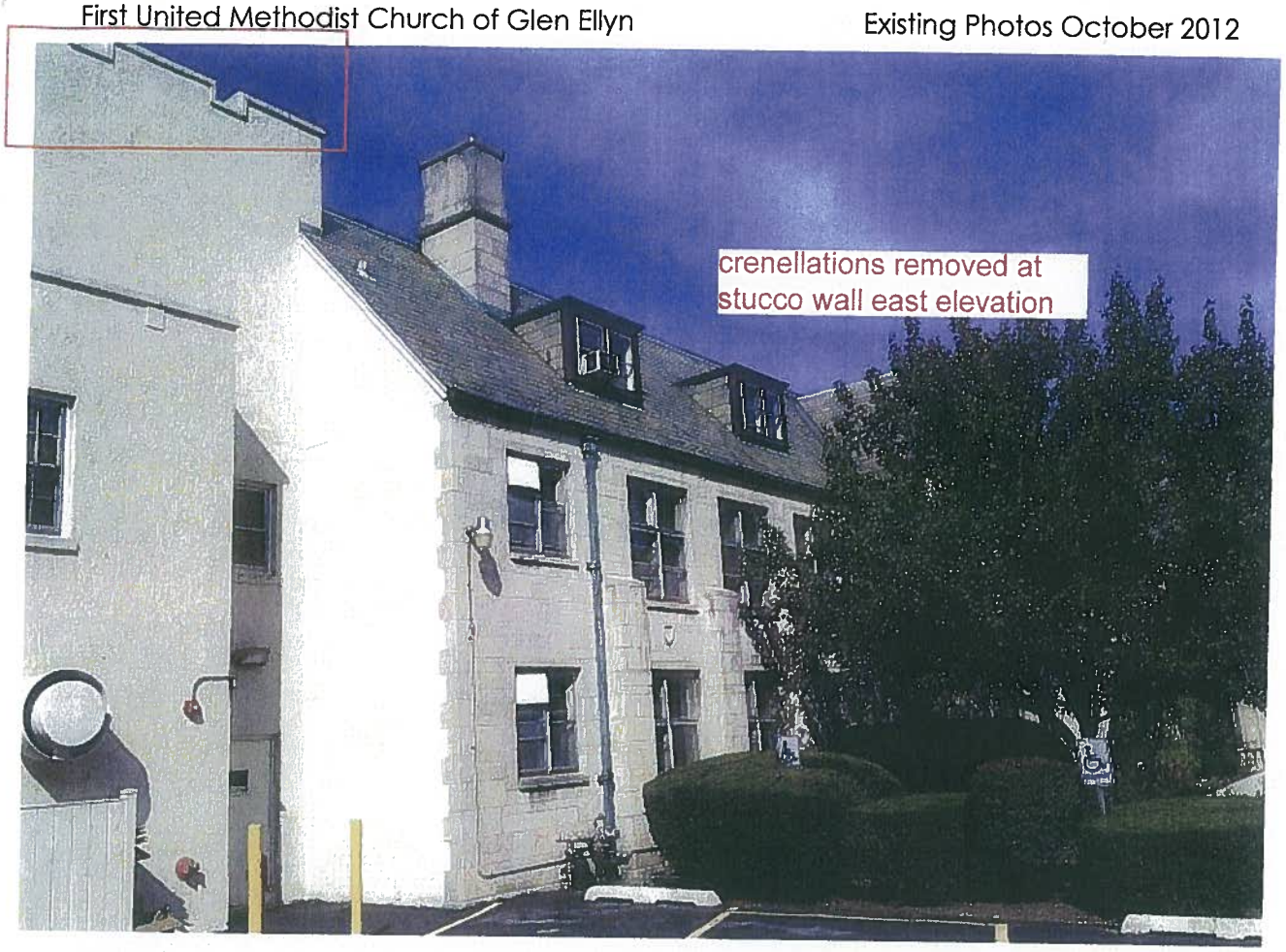
R. Provide information about the architectural style and exterior materials of the buildings in the surrounding area:
Turn of the century commercial brick architecture and wood frame residences in a variety of historic styles.

S. Please explain how the project complies with the Appearance Review Guidelines:
The building is brick, stone, and stucco in a buff color. See the attached photos. The masonry will be tuck pointed at the parapet caps to match existing. The stucco will be repaired and will be patched to match existing. Copper gutters and downspouts will remain. No new colors will be introduced into the addition. The proposed waterproof pre-finished sheet metal parapet caps will be stone color to match the existing stone cap which is being removed.

The existing landscaping and light fixtures will remain. No new site work is included in this project.

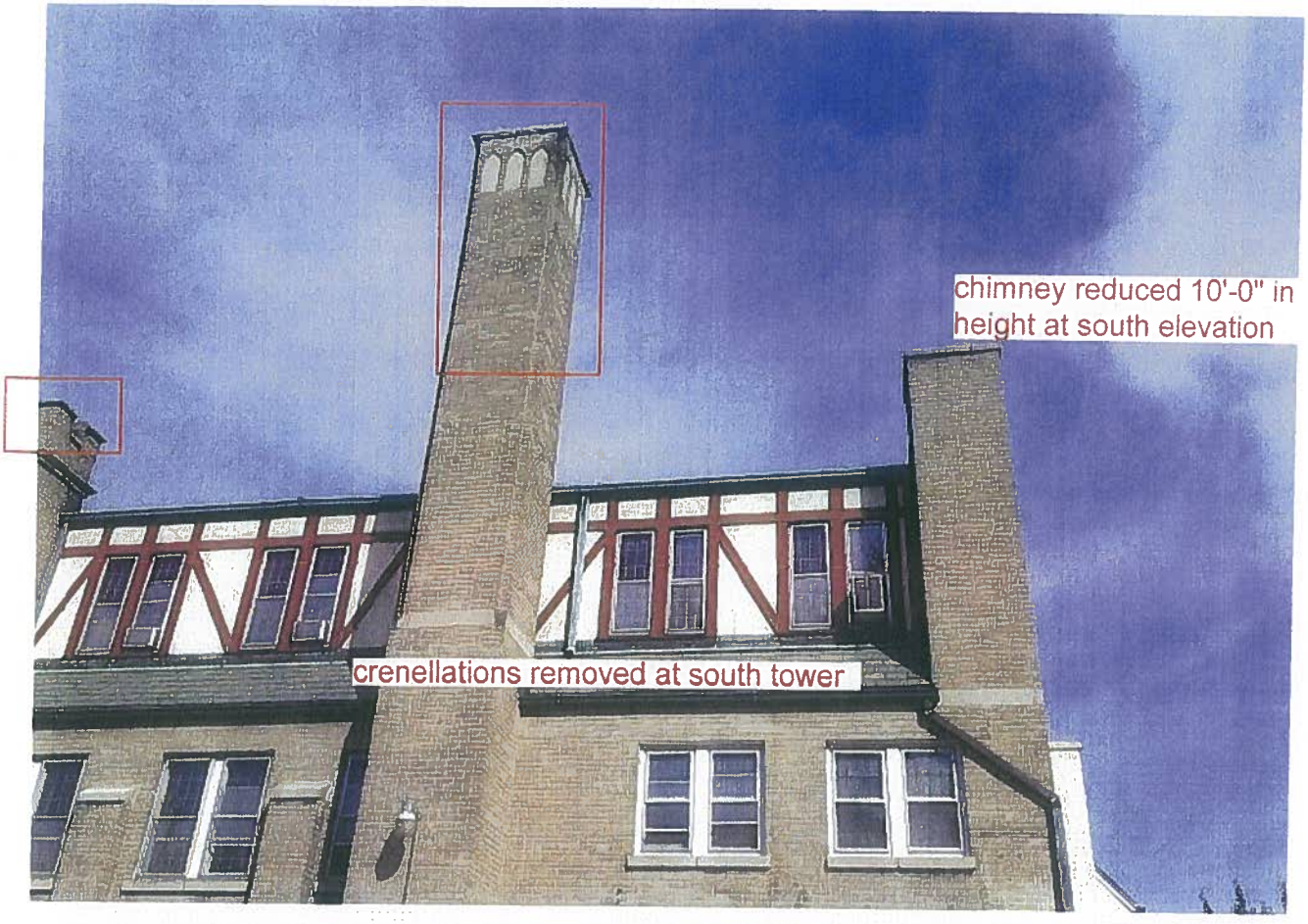
T. Please explain why any deviations from the Appearance Review Guidelines are proposed:
Water has been intruding into the stone parapet caps and crenellations for many years and has caused substantial damage to the exterior stone walls and interior of the building. Because of the difficulty and high cost of rebuilding and waterproofing the parapets in their present configuration with crenellations (notches), the church is proposing to rebuild the parapets and stone/brick walls without replicating the crenellations **at the roof-level/ top-level around the building and at the small south tower on the west elevation. See attached Existing Photos and Sheet A4.01 Elevations. The crenellations at the stair landing and at the lower height just north of the main entrance will remain.** The work has been delayed for many years due to lack of funding for the repairs and now has reached a critical point where the building must be waterproofed to prevent further damage. The cost of rebuilding the stone parapet caps and crenellations in a waterproof manner is substantial and adds $48,000 to the repair work and presents hardship on the church. It is requested the church be allowed to tuckpoint and rebuild the parapets without the crenellations and with either a prefinished sheet metal parapet cap to match the stone color or with a copper parapet cap to match the existing copper gutters. It should also be noted that copper parapet caps add $9,000 to the project cost.
In addition, due to water intrusion, 10'-0" of existing brick at the chimney at the south elevation will be removed. The metal cap will be reinstalled and a new boiler flue rain cap will be installed.

Existing Photos October 2012

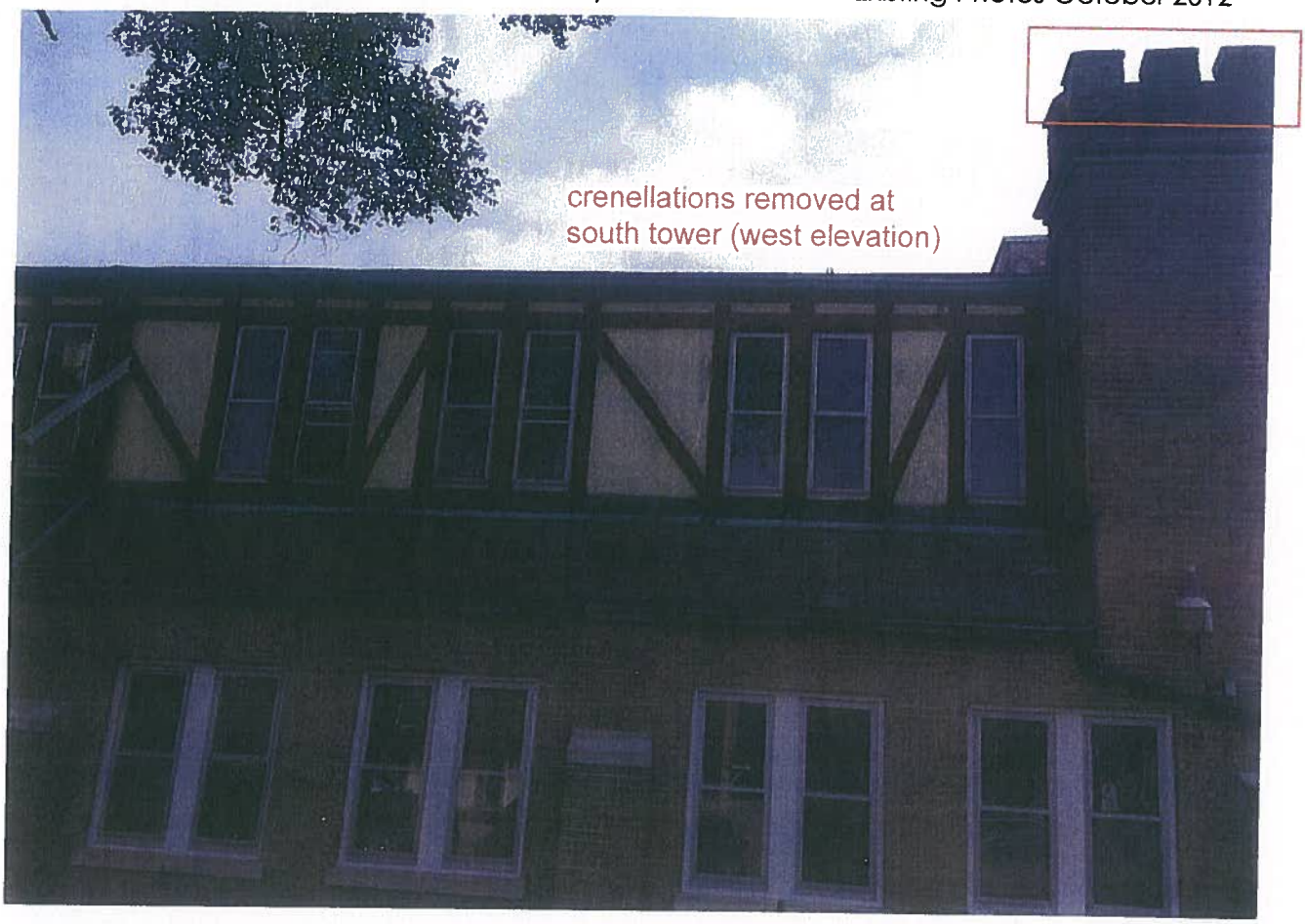


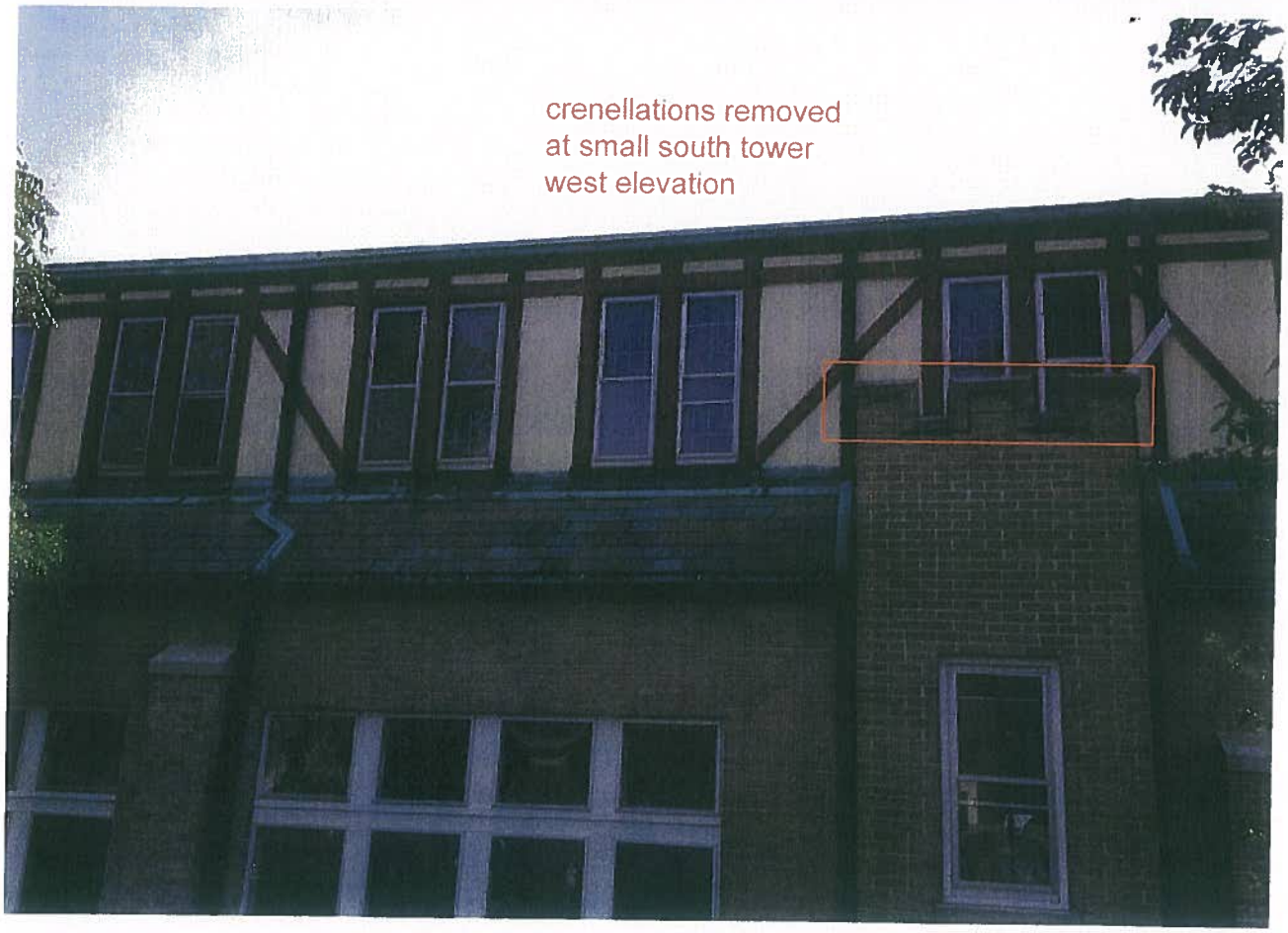
crenellations removed at
stucco wall east elevation

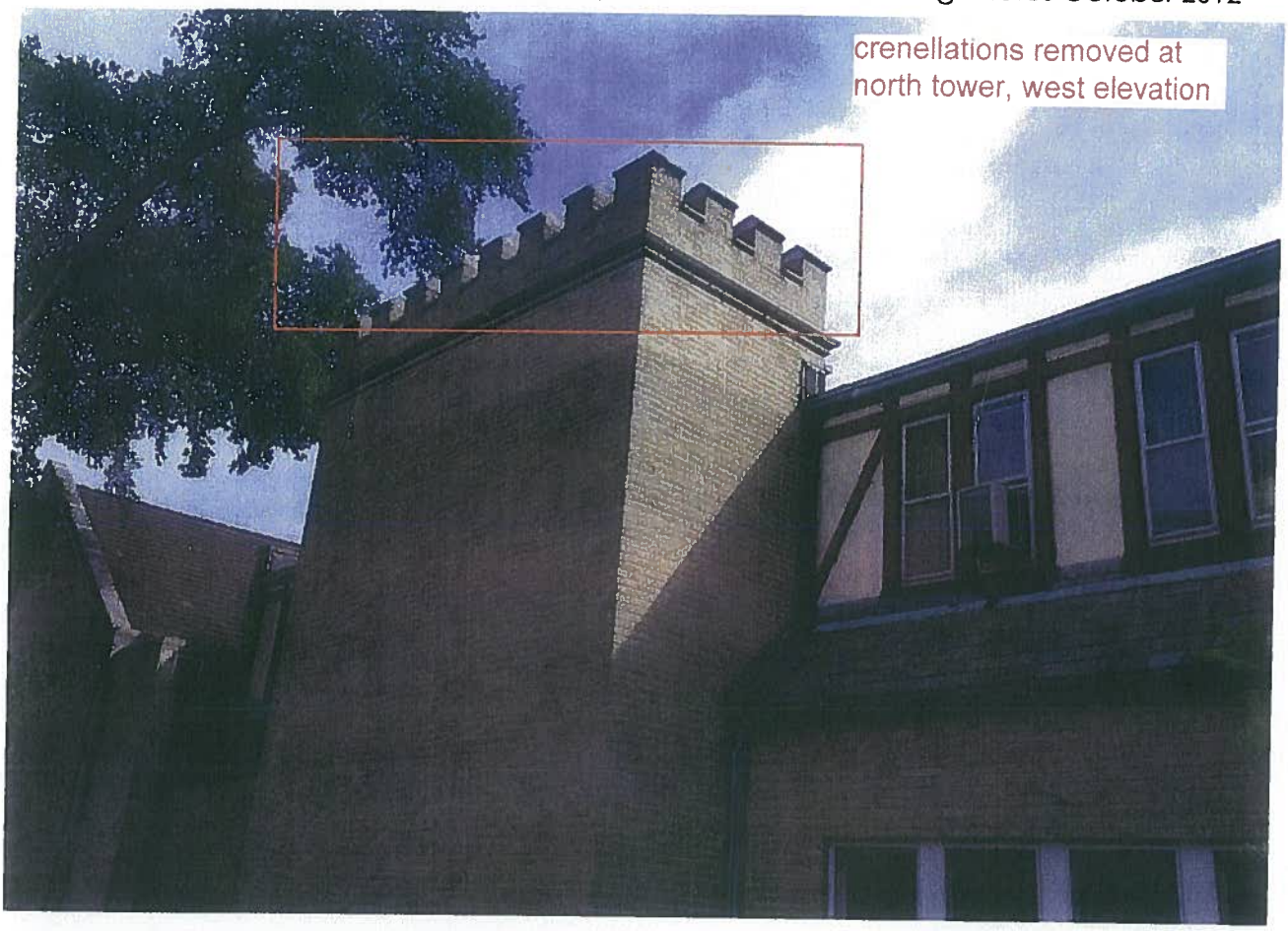
crenellations removed at
stucco wall east elevation

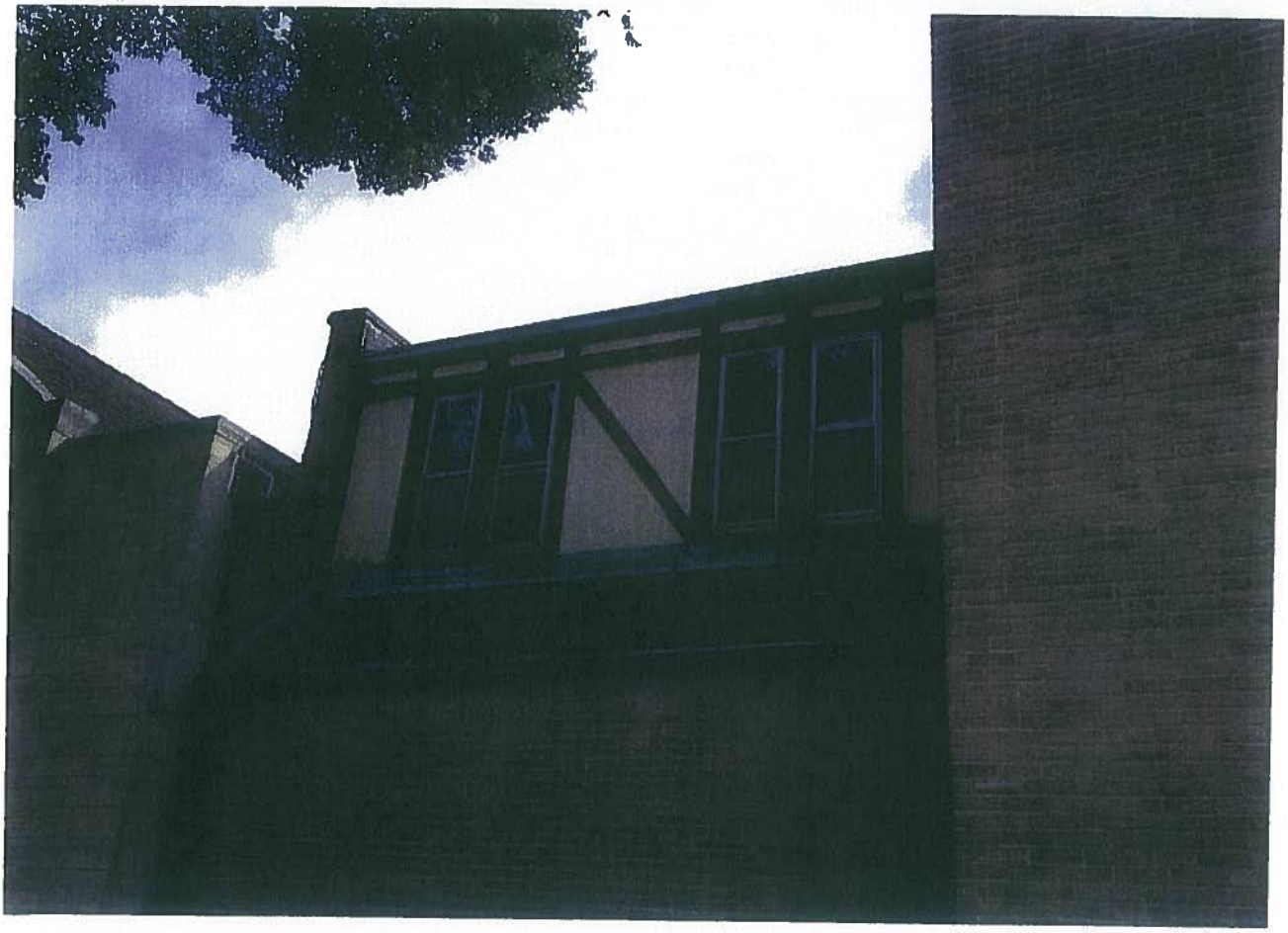

chimney reduced 10'-0" in height at south elevation
crenellations removed at south tower

chimney reduced 10'-0" in height at south elevation
crenellations removed at south tower

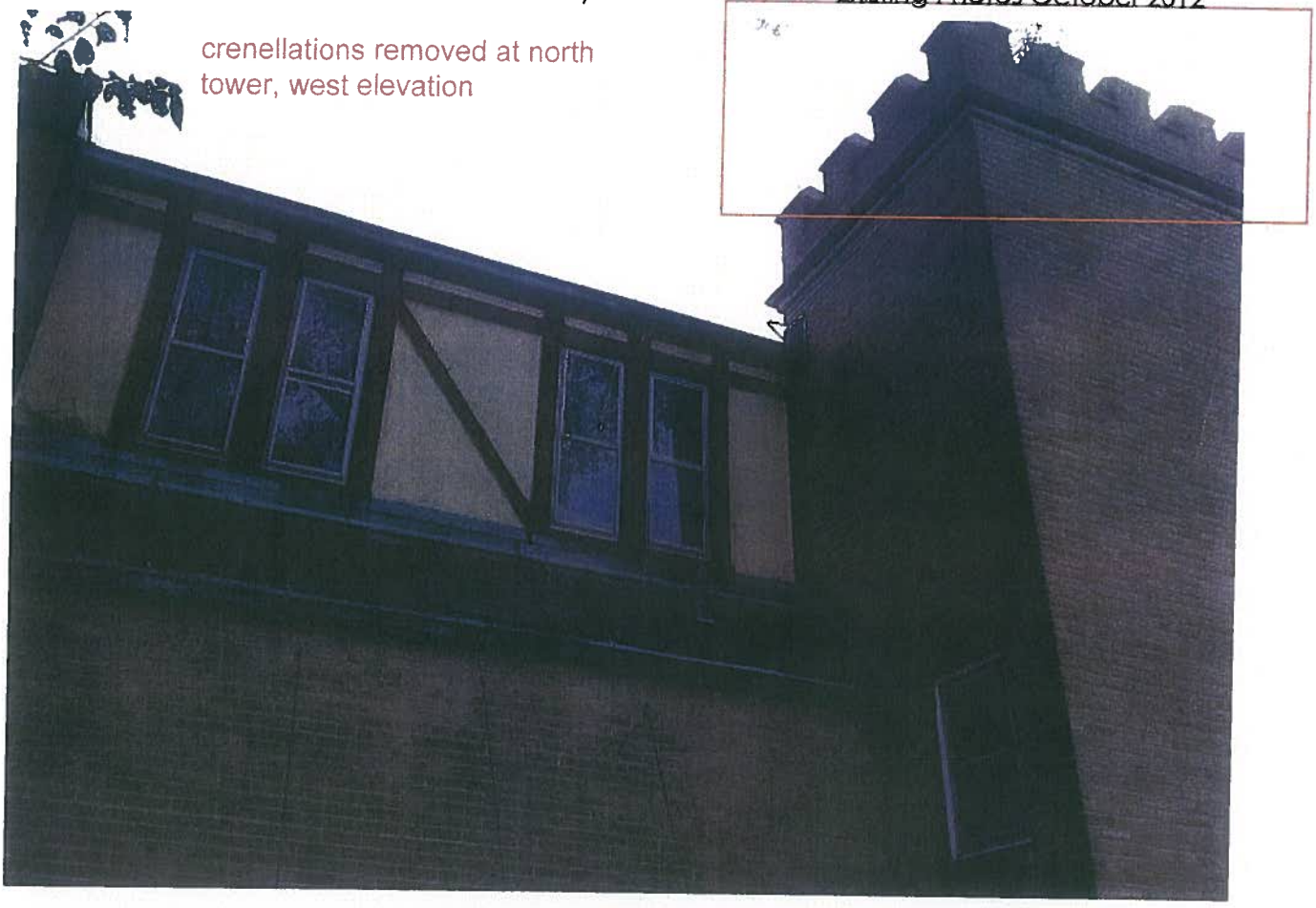

crenellations removed at
south tower (west elevation)


crenellations removed
at small south tower
west elevation

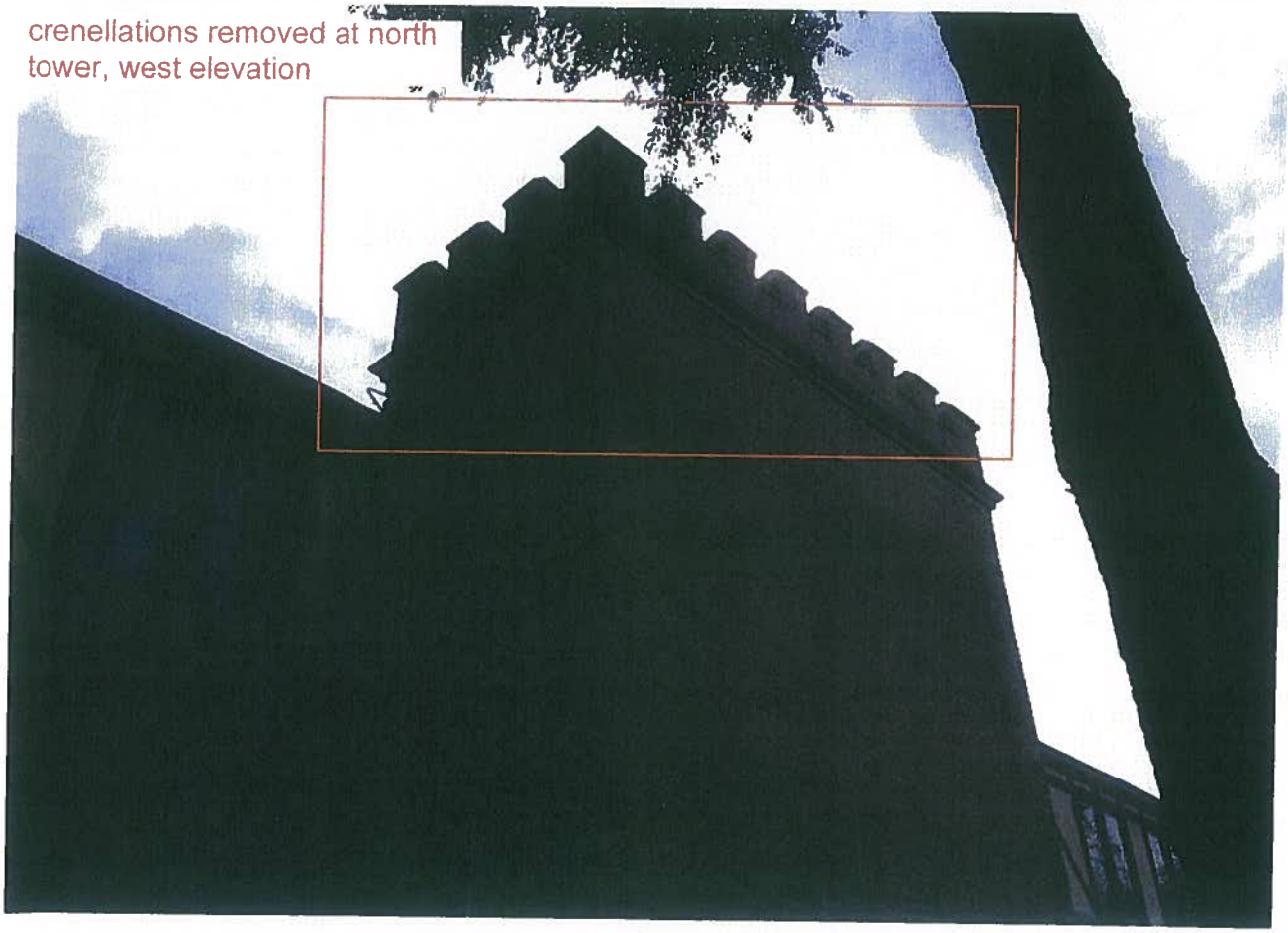

crenellations removed at
north tower, west elevation

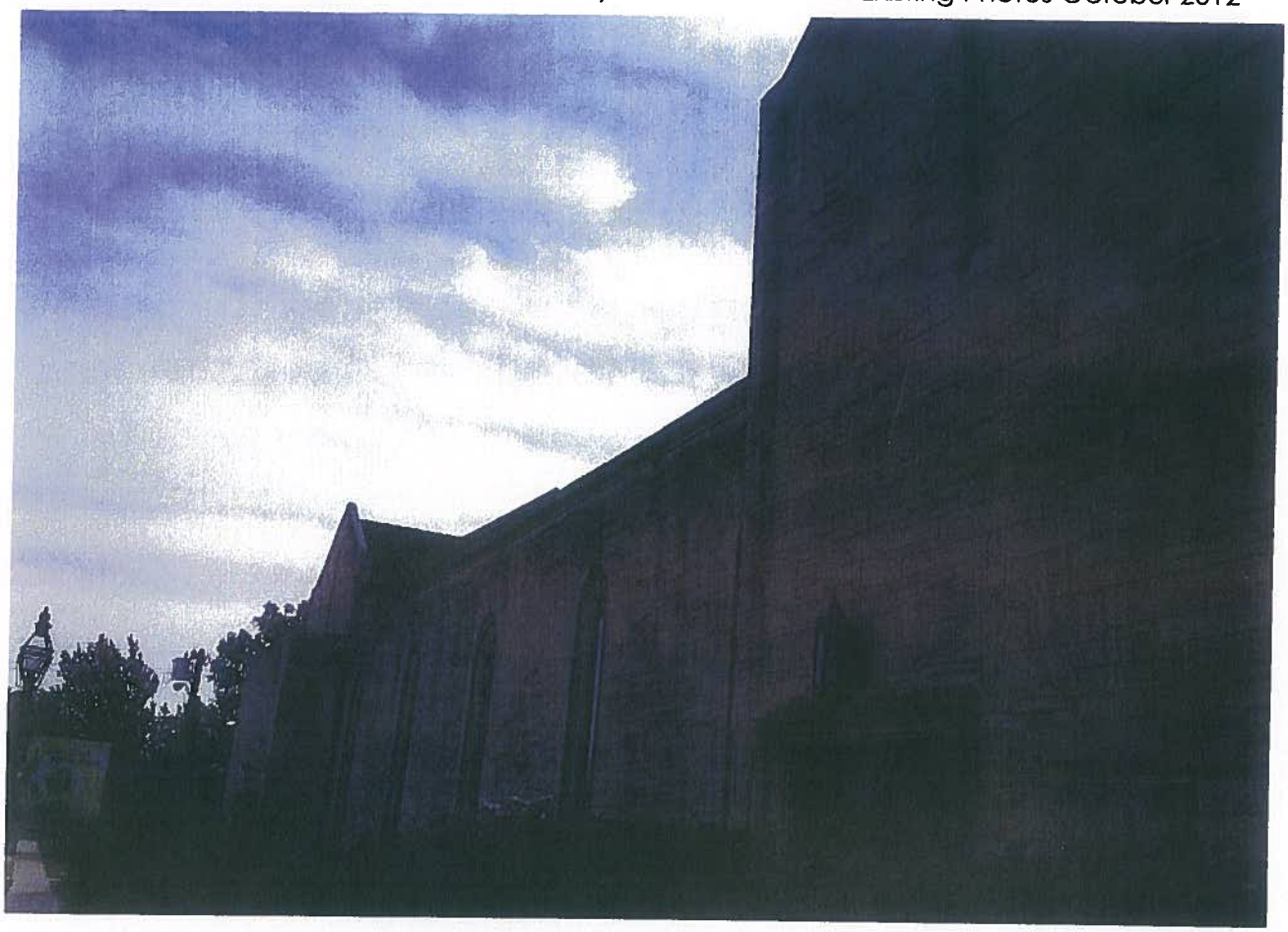


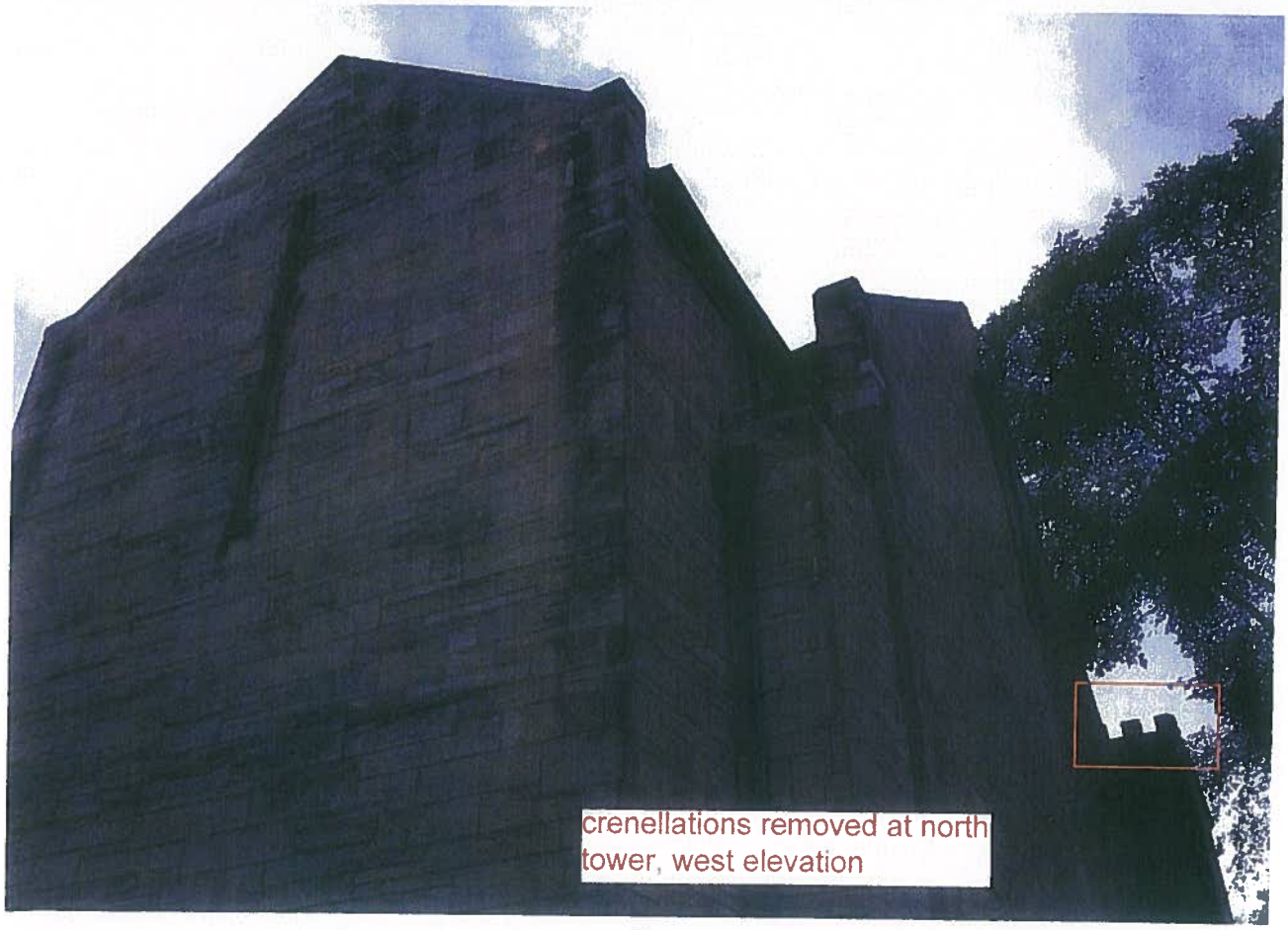
crenellations removed at north tower, west elevation



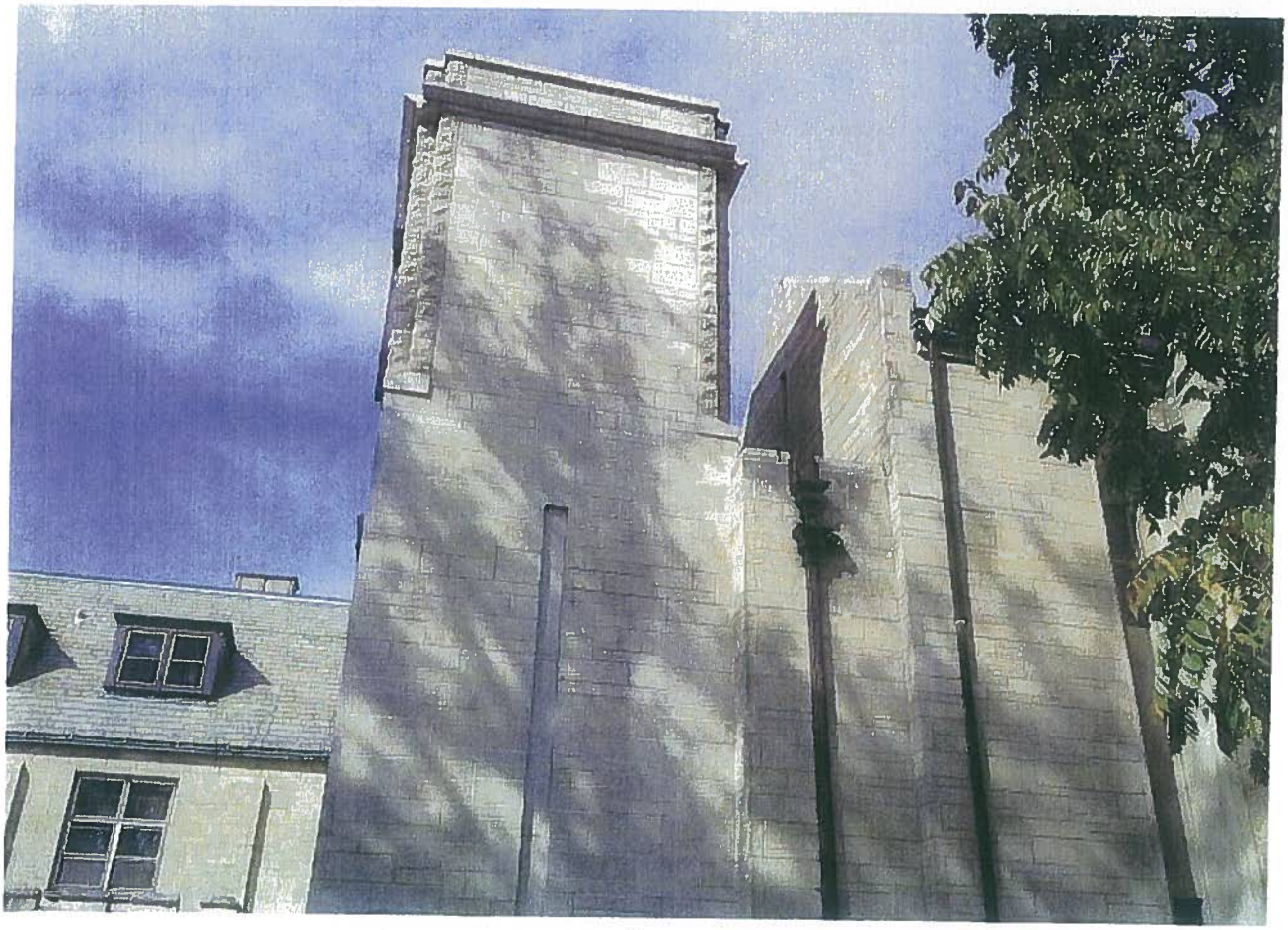
crenellations removed at north tower, west elevation







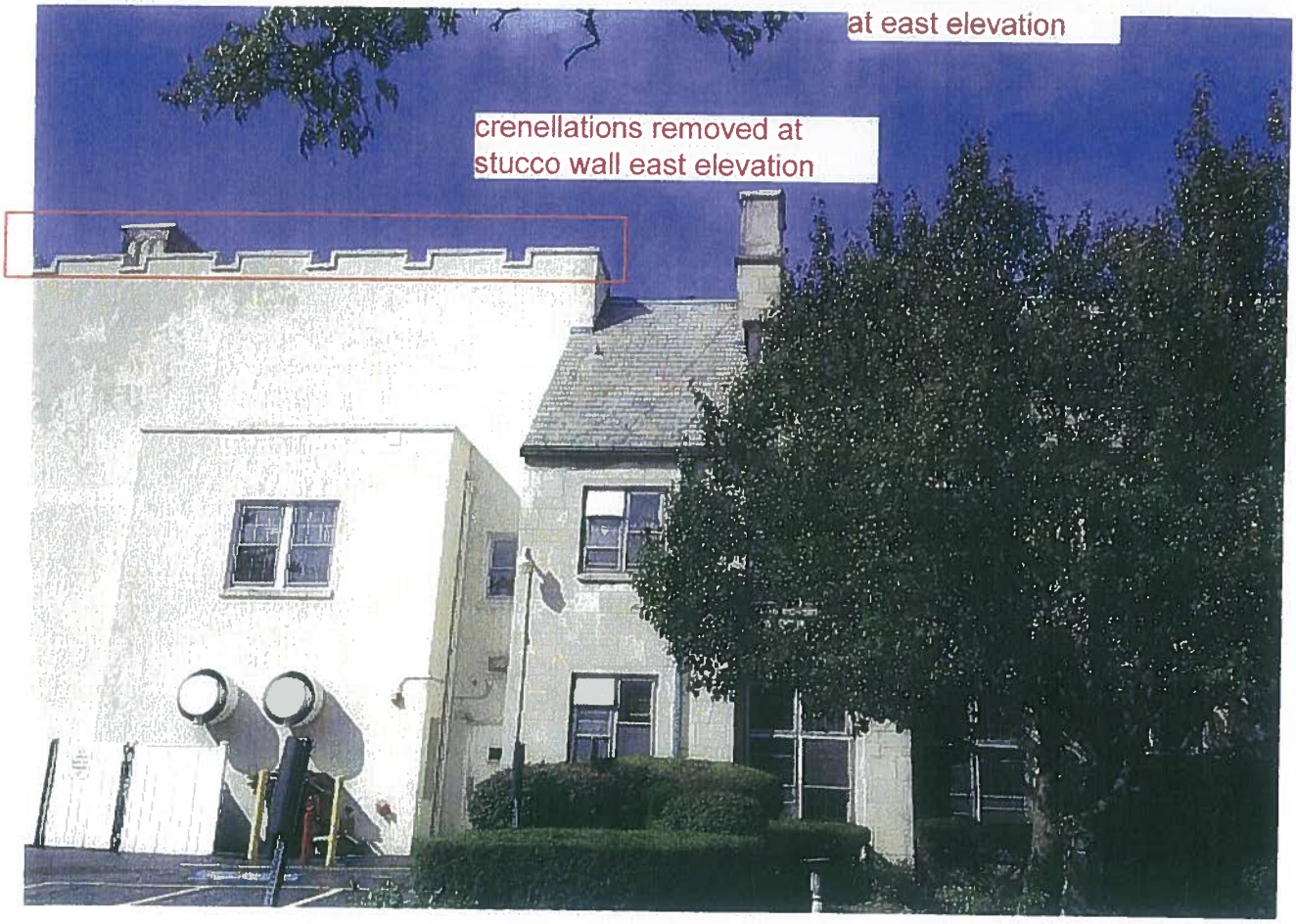
crenellations removed at north tower, west elevation

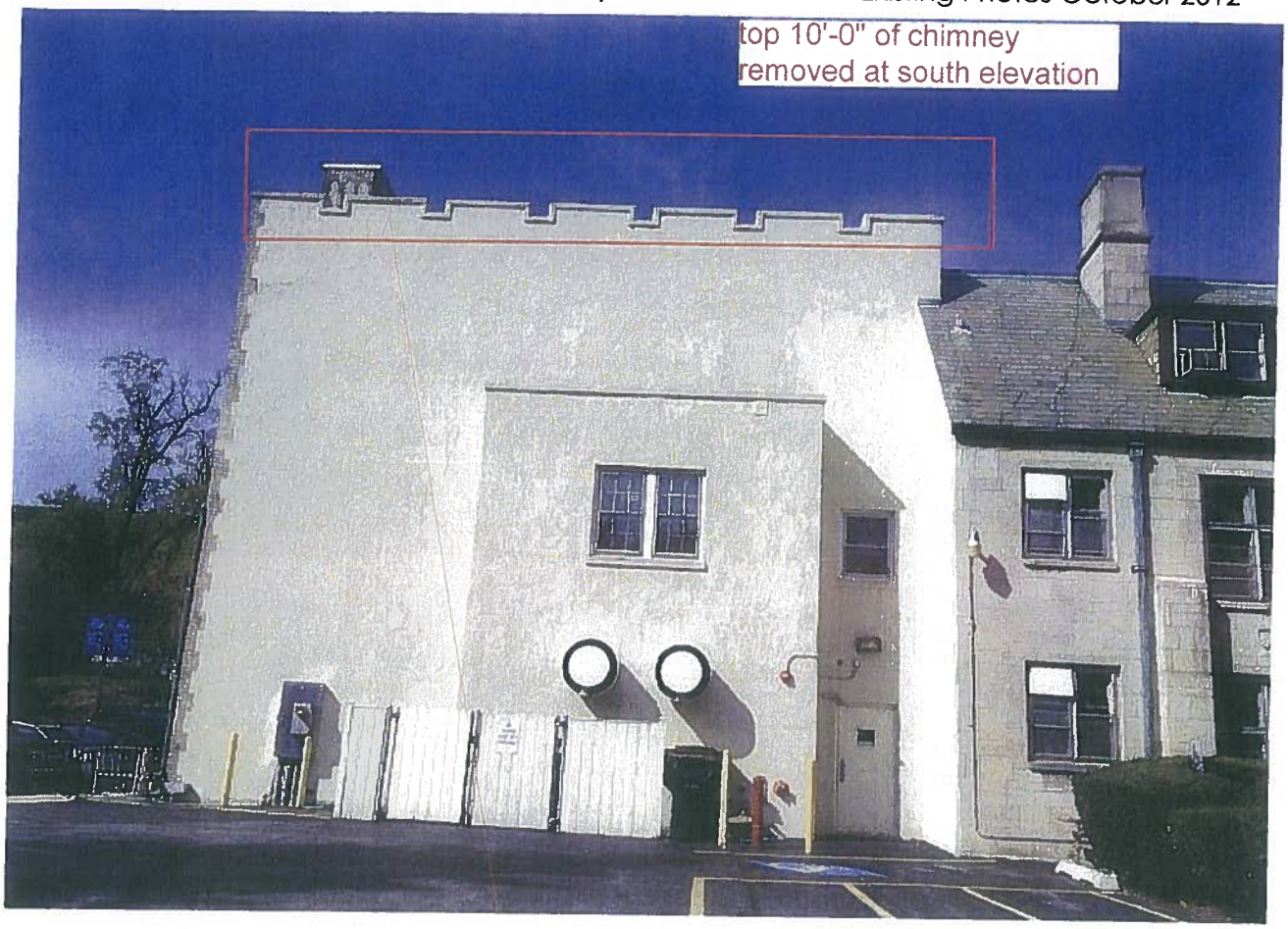


crenellations remain
at east elevation

crenellations removed at
northeast tower
crenellations remain
at east elevation

crenellations remain
at east elevation





crenellations removed at
stucco wall east elevation

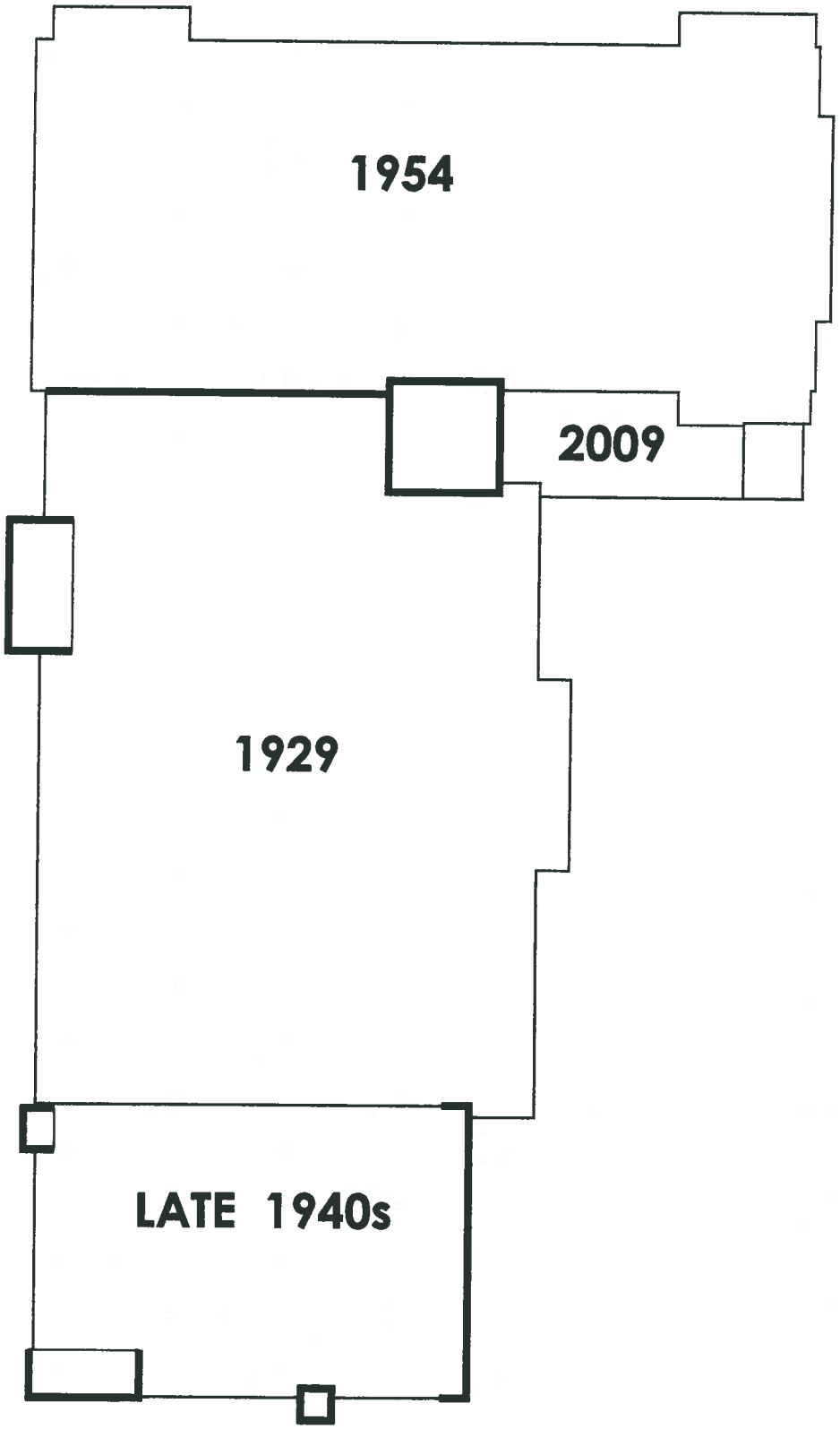
FIRST UNITED METHODIST CHURCH OF GLEN ELLYN
424 FOREST AVENUE

LIST OF BUILDING MATERIALS AND COLORS

1. Buff color Limestone – Existing
2. Buff color Brick – Existing
3. Beige Stucco (Painted to match Stone) – Existing
4. Purple/Green Vermont Slate Roofing – Existing
5. Copper Gutters and Downspouts – Existing

6A. Buff color Prefinished Sheet Metal Parapet Cap to match Existing Stone and Brick - As Proposed

6B. Copper Parapet Cap to match Existing Copper Gutters – Alternate proposed material



PROJECT N 1 A3.01 ROOF PLAN DIAGRAM
NOT TO SCALE

MASONRY, STUCCO, ROOFING & MISCELLANEOUS REPAIRS

FIRST UNITED METHODIST CHURCH OF GLEN ELLYN

Saavedra Gehlhausen Architects

PROJECT NUMBER: 05028.06

DATE: 09.24.13

SHEET: **A3.01**

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1 A4.01 PARTIAL EAST ELEVATION **BEFORE**
NOT TO SCALE

1 A4.01 PARTIAL EAST ELEVATION **AFTER**
NOT TO SCALE

MASONRY, STUCCO, ROOFING & MISCELLANEOUS REPAIRS

FIRST UNITED METHODIST CHURCH OF GLEN ELLYN

Saavedra Gehlhausen Architects

PROJECT NUMBER: 05028.06

DATE: 09.24.13

SHEET: **A4.011**

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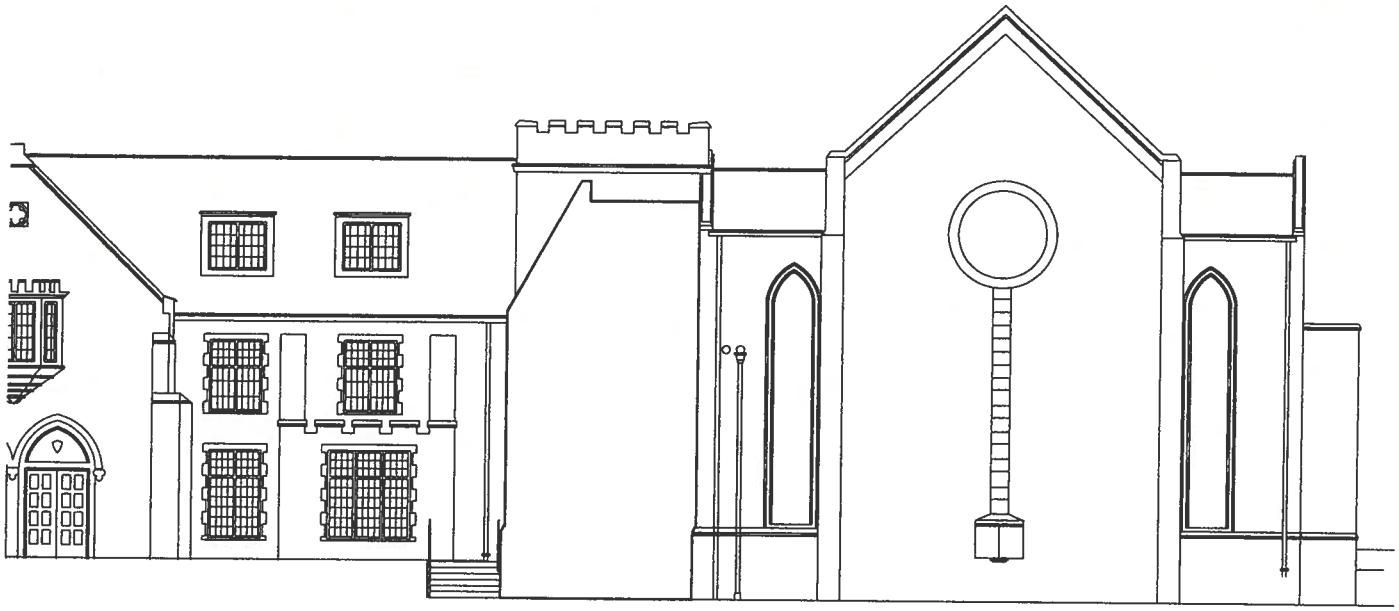

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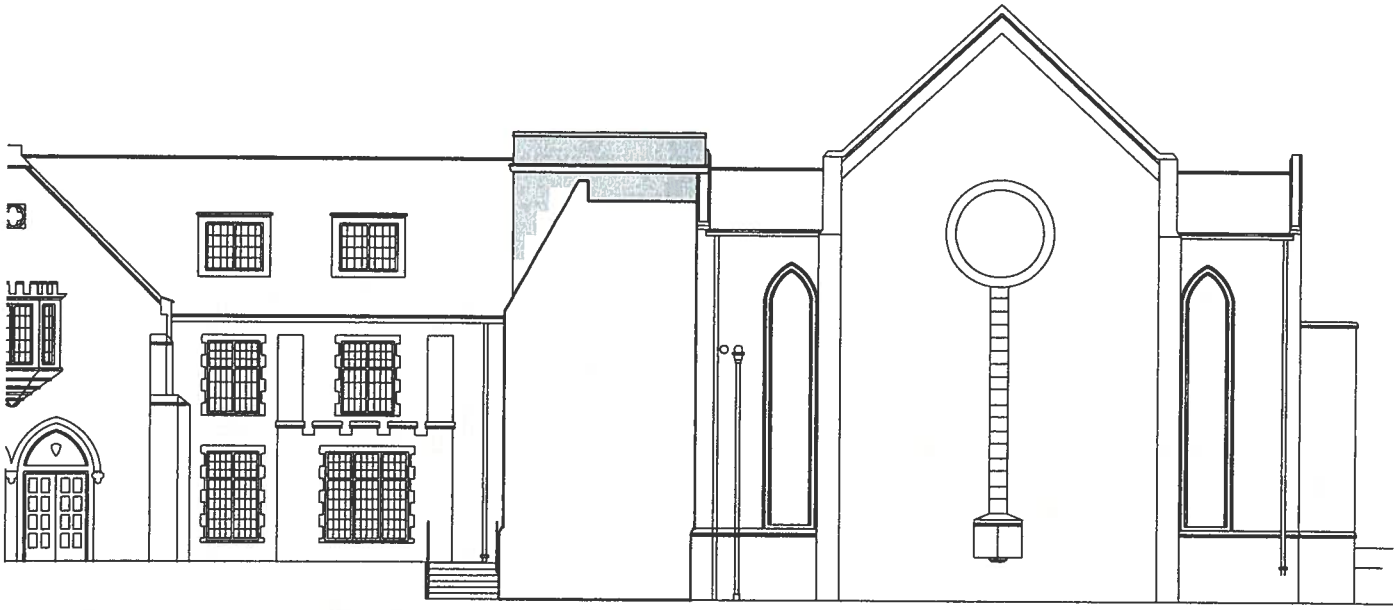
NOT TO SCALE



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NOT TO SCALE

MASONRY, STUCCO, ROOFING & MISCELLANEOUS REPAIRS

FIRST UNITED METHODIST CHURCH OF GLEN ELLYN

Saavedra Gehlhausen Architects

PROJECT NUMBER: 05028.06

DATE: 09.24.13

SHEET: **A4.012**

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Village Of Glen Ellyn

Ordinance No. _____

An Ordinance Granting Approval of the Exterior Appearance Associated with Roof Repairs and Alterations for the First United Methodist Church Located at 424 Forest Avenue Glen Ellyn, Illinois 60137

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

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

Ordinance No. _____

An Ordinance Granting Approval of the Exterior Appearance Associated with Roof Repairs and Alterations to the First United Methodist Church Located at 424 Forest Avenue Glen Ellyn, Illinois 60137

Whereas, the First United Methodist Church of Glen Ellyn, in order to prevent future water damage to its structure at 424 Forest Avenue, seeks to repair its roof and alter its appearance by removing crenellations and shortening a chimney; and

Whereas, in order to accommodate the project, the Church, has petitioned the Village President and Board of Trustees for exterior appearance approval in accordance with the Appearance Review Guidelines adopted on October 6, 2006 as Ordinance 5508; and

Whereas, the subject property is located at the southwest corner of Forest Avenue and Duane Street in the C5B Central Business District, Central Service Sub-District and legally described as follows:

LOT 1 IN FIRST UNITED METHODIST CHURCH OF GLEN ELLYN PLAT OF CONSOLIDATION RECORDED JUNE 17, 2009 AS DOCUMENT NUMBER R2009-92665, IN DUPAGE COUNTY, ILLINOIS

P.I.N: 05-11-328-025; and

Whereas, at the September 25, 2013 public meeting of the Architectural Review Commission, the petitioner presented evidence, testimony and exhibits relative to the request for exterior appearance approval and one person spoke in support of the project; and

Whereas, based upon the evidence, testimony, and exhibits presented at the September 25, 2013 Architectural Review Commission public meeting, by a vote of five (5) "yes" and zero (0) "no", the Architectural Review Commission recommended approval of the proposed exterior appearance as set forth in the minutes of the September 25, 2013 Architectural Review Commission

meeting, a draft of which is attached hereto as Exhibit "A"; and

Whereas, the Village President and Board of Trustees have determined that approving the exterior appearance of the project is consistent with the recommendations of the Glen Ellyn Appearance Review Guidelines.

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

Section One: Based upon a review of the evidence, testimony, and exhibits presented at the September 25, 2013 Architectural Review Commission public meeting, the Village President and Board of Trustees hereby grant approval of the requested exterior appearance for the First United Methodist Church located at 424 Forest Avenue subject to the condition that the project shall be constructed in substantial conformance with the plans submitted and the testimony presented at the September 25, 2013 public meeting of the Architectural Review Commission and with the petitioner's application packet including the following plans and documents referenced below, as though they were attached to this Ordinance:

A. Exterior Appearance application signed August 22, 2013
B. Exterior Appearance application (supplemental attachment) including Narrative Statement and Conformance with Appearance Review Guidelines stamped received August 30, 2013
C. Partial East Elevation Before and After dated September 24, 2013, a reduced copy of which is attached hereto as Exhibit "B"
D. Partial West Elevation Before and After dated September 24, 2013, a reduced copy of which is attached hereto as Exhibit "C"
E. Building Elevations dated October 13, 2013
F. Roof Plan dated February 22, 2013
G. Roof Plan diagram indicated construction dates building additions dated September 24, 2013
H. Photos with callouts of proposed work dated October 2012 (11 pages)
I. List of Building Materials and Colors

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

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

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

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

Section Five. The Village Clerk is hereby authorized to record this Ordinance with the DuPage County Recorder.

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

Ayes:

Nays:

Absent:

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

_____
Village President of the
Village of Glen Ellyn, Illinois

Attest:

_____
Village Clerk of the
Village of Glen Ellyn, Illinois

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

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Forest\Forest 424, First United Methodist Church\First United Methodist Church, EA 2013\Ordinance_100413.doc

Exhibit "B"

1 / A4.01 PARTIAL EAST ELEVATION **BEFORE**
NOT TO SCALE

1 / A4.01 PARTIAL EAST ELEVATION **AFTER**
NOT TO SCALE

MASONRY, STUCCO, ROOFING & MISCELLANEOUS REPAIRS

FIRST UNITED METHODIST CHURCH OF GLEN ELLYN

Saavedra Gehlhausen Architects

PROJECT NUMBER: 05028.06

DATE: 09.24.13

SHEET: **A4.011**

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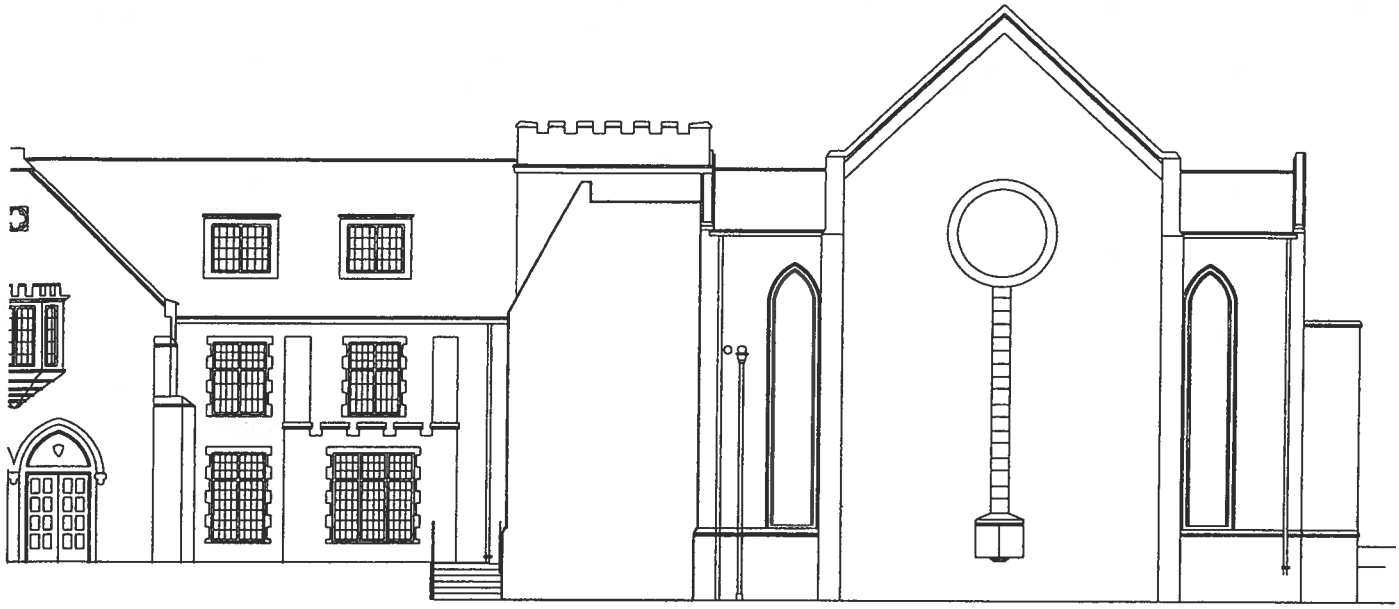
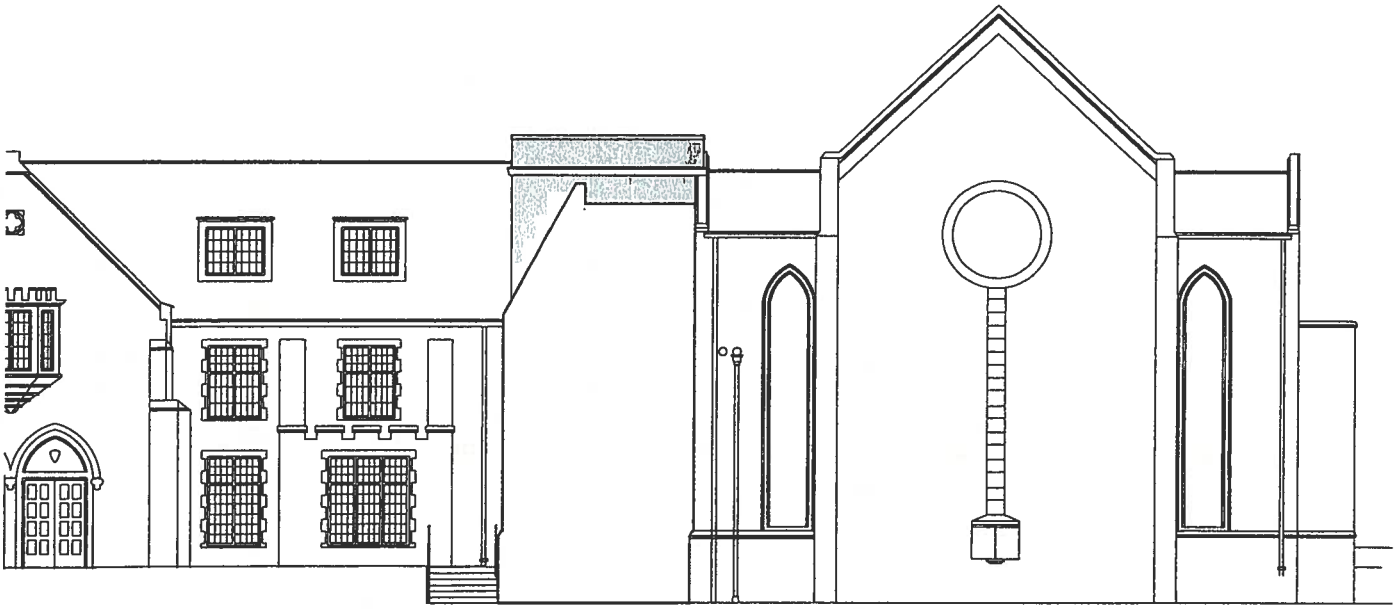
Exhibit "C"



1 A4.01 PARTIAL EAST ELEVATION **BEFORE**
NOT TO SCALE



1 A4.01 PARTIAL EAST ELEVATION **AFTER**
NOT TO SCALE

MASONRY, STUCCO, ROOFING & MISCELLANEOUS REPAIRS

FIRST UNITED METHODIST CHURCH OF GLEN ELLYN

Saavedra Gehlhausen Architects

PROJECT NUMBER: 05028.06

DATE: 09.24.13

SHEET: **A4.012**

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A-66

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Lauren Parisi, Planning Intern

DATE: October 3, 2013

FOR: October 14, 2013 Village Board Meeting

RE: Second Amendment to Village Green Park Lease Agreement

Background. On December 17, 2002, the Village of Glen Ellyn entered into a lease agreement with the Glen Ellyn Park District to lease the District a portion of Village property, commonly known as the active recreational areas of Village Green Park, located on the west side of Lambert Road. In this agreement, the boundary line of the leased portion of Village Green Park is specified in "Exhibit A," which is an aerial markup of the site (see attached). This agreement also allowed for the Village to stockpile snow at Village Green Park. The agreement allowed the lease of the property to the Glen Ellyn Park District for $1/year for a term of 25 years.

On August 22, 2006, the Village Board approved an amendment to remove the 36-month cancelation clause that was part of the original lease. Approval of this amendment was subject to approval of the snow-stockpiling storage license agreement at Ackerman Park, which allows the Village to dump snow collected from the downtown at Ackerman Park.

On February 11, 2008, the Village Board approved Ordinance 5655, which granted the Park District two zoning variations to allow for extensive field and park improvements to the leased area by the Park District as well as a special use permit to allow active recreation in a Conservation/Recreation (CR) zoning district. Condition E of Ordinance 5655 states, *"The Village and Park District shall evaluate the options for the detention basin and come to an agreement on its location prior to commencing any construction activity."* The Park district did construct a detention basin in accordance with Condition E; however, it was built on Village land that was outside of the area leased by the Park District, as specified in "Exhibit A" of the original lease agreement.

Recommendation. Because the detention basin was constructed outside of the boundary line as specified in "Exhibit A" of the original lease agreement, it is necessary to amend the location of the boundary line. The original "Exhibit A" should be deleted and replaced with a legal description and plat of Village Green Park in order to clearly identify the leased boundary line between the Lessee's and Lessor's property. Permanent boundary markers should also be placed between the Lessee's and Lessor's property along the new leased boundary line for additional clarification and delineation of the leased property.

Action Requested. The Village Board should consider the proposed amendments to the lease agreement for Village Green Park and make a motion to approve, approve with conditions or deny

the proposed amendments. A draft ordinance is attached approving the proposed changes.

Attachments: Lease Agreement for Village Green (including original Exhibit "A")
Amendment to Lease Agreement for Village Green
Proposed Second Amendment to Lease Agreement for Village Green Park
Draft of Proposed Ordinance

LEASE AGREEMENT FOR VILLAGE GREEN

This Lease is made and executed on this 17th day of December, 2002, by and between the Village of Glen Ellyn, an Illinois municipal corporation, referred to a "Lessor," and the Glen Ellyn Park District, a municipal corporation, referred to as "Lessee,".

The parties agree as follows:

SECTION ONE
DEMISE AND DESCRIPTION

Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of conducting in and on such Premises, any Park District business, those certain Premises with the appurtenances, situated in Glen Ellyn, DuPage County, Illinois, and more particularly described in the schedule attached to and made a part of this Lease Agreement as Exhibit "A," which property is commonly known as the active recreational areas of the Village Green, located on the west side of Lambert Road. As used in this Lease Agreement, the term "Premises" refers to the real property above described and to any improvements located on the property from time to time during the term of this Lease Agreement.

SECTION TWO
TERM

The term of this Lease shall be for 25 years, commencing on January 1, 2003, and ending on December 31, 2028. Either the Lessor or the Lessee may cancel the term of the Lease on 36 months' written notice. Any agreement by the Lessee to let other parties use the Premises for recreational or other purposes, must contain a cancellation clause consistent with the possibility of a lease cancellation.

In addition to the term of 25 years, set forth above, the Lessee shall have the option to extend such term for two (2) additional periods of ten (10) years each. Provided, however, that in order to exercise its option to extend the term, the Lessee shall send written notice to the Lessor not less than twelve (12) months before the commencement of each of the ten (10) year option periods.
Either the Lessor or the Lessee may cancel the term of the Lease during either option period upon the written notice of cancellation provided for above.

SECTION THREE
RENT

The total rent for the term shall be $1.00 per year, receipt of which for the entire 25 year term of the Lease is hereby acknowledged.

RETURN AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 Duane Street
Glen Ellyn IL 60137

SECTION FOUR
WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that Lessor is seized of the demised Premises in fee simple and has full right to make and enter into this Lease and that Lessee shall have quiet and peaceable possession of the demised Premises during the term of this Lease Agreement. The demised Premises cannot be sublet without the Lessor's approval.

SECTION FIVE
USE OF THE PREMISES

The Lessee may use the Premises for any activity authorized to a Park District under the provisions of the Illinois Compiled Statutes or intergovernmental agreements with the Lessor. All uses of the Premises, however, shall comply with all codes and ordinances of the Village, including its Zoning Code. Except for garden plots, the Park District is obligated to provide at least the current level of programmed activity and recreational facilities now offered at the Village Green south of a dividing line described on Exhibit "A." It is understood that the current programming and recreational facilities at the Village Green could be replaced/provided in other locations if so determined and arranged by the Lessee. To the extent that there are use restrictions or requirements on the Premises relating to its acquisition using Federal Grant BOR 17-0018 (1972), the Lessee shall comply with those requirements. The Lessee will not use the Premises in any way, other than food services, which is offered on the Village Link Golf Course without the specific written approval of the Lessor. The Lessor may use the Village Green parking lot to dump or store snow. The location and sequence for snow placement will be determined by the Lessor after discussion with the Lessee's Staff prior to each snow season. The Lessor will be required to repair any damage to the parking lot caused by the snow storage activities. Repairs will be made each Spring, as required, and in an expeditious manner.

The Lessee may not use the Village Green property in any way which would damage or interfere with the existing water line, sanitary sewer line or storm sewers. It is also understood that the existing Village Green irrigation system will be disconnected from the Lessor's Village Links irrigation system. If the Lessee wishes to continue the irrigation system, it will be responsible for installing its own ground well or connecting to a Village water main as a water system customer. The Lessor may place other underground utility lines on the Premises which do not interfere with structures.

If, at the time of the execution of this Agreement, the Lessee and Lessor shall have agreed to an approved enlargement or replacement of the existing Village Green concession building/restroom facility, the approved footprint drawing and general elevation plan shall be attached to this Lease as Exhibit "B".

SECTION SIX
NOTICES

A. All notices, demands, or other writings in this Lease Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, certified or registered and postage prepaid, or if made by a national overnight courier company, and addressed as follows:

To Lessor:

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

To Lessee:

EXECUTIVE DIRECTOR
GLEN ELLYN PARK DISTRICT
185 SPRING AVENUE
GLEN ELLYN, IL 60137

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION SEVEN
NEW CONSTRUCTION

Lessee, consistent with Village Code and ordinances and any restrictions on the use of the demised Premises in grants or title restrictions, shall have the right to construct any building or to make any such alternations, improvements, and changes to any building that may from time to time be on the Premises as Lessee may deem necessary or to replace any building with a new one. Lessee shall also have the right to take down any building or utilize the Premises as open space or to construct any other recreational amenities on the Premises. In the event that this Lease is terminated by the Lessor prior to the end of its term, or any extensions thereof, the Lessor shall pay to the Lessee an amount relating to new buildings computed in the manner provided below. If the Lessee constructed the building utilizing a grant or gift that must be repaid in whole or in part as a result of the cancellation of the Lease, then the Lessor shall be obligated to repay that amount as and when due. In all other cases, the Lessor shall pay in equal payments over a five (5) year period without interest, the initial cost of the building with a deduction for depreciation from the date it was put into service utilizing a ten (10) year depreciation schedule.

SECTION EIGHT
MAINTENANCE

Lessee shall, throughout the term of this Lease Agreement, at its own cost, and without any expense to Lessor, keep and maintain the Premises, including all buildings and improvements of every kind that may be a part of the Premises, and all appurtenances to the Premises, including sidewalks adjacent to the Premises, in good, sanitary, and neat order, condition and repair.

SECTION NINE
UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the Premises throughout the term of this Lease Agreement, and all other costs and expenses of every kind whatever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted on the Premises, and Lessor shall have no responsibility of any kind for any such utilities.

SECTION TEN
LIENS

Lessee shall keep all and every part of the Premises and all buildings and other improvements at any time located on the Premises free and clear of any and all mechanics, material suppliers and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit to cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessor and all of the Premises and all buildings and improvements on the Premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the Premises. Lessee shall have the right to contest any such lien.

SECTION ELEVEN
EFFECT OF EMINENT DOMAIN

A. If all or a substantial part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain or shall be sold to the condemning authority under threat of condemnation or if a substantial part of the building is so taken or sold so that the Premises cannot, after restoration, be economically used for the purpose intended, this Lease shall terminate at the option of the Lessee.

B. Lessor and Lessee shall each be entitled to receive such separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to those awards.

SECTION TWELVE
DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

At the end of this Lease Agreement, at its conclusion or earlier termination, Lessee may remove any improvements it has made to the Premises, or may elect to leave the Premises in its then-current condition at no cost to Lessor.

SECTION THIRTEEN
INSURANCE AND HOLD HARMLESS

To the extent that the Lessee purchases insurance or participates in a governmental self-insurance pool, which will provide it with coverage for damage to the property, or the claims of any kind of third parties relating in any way to the Lessee's occupation or use of the Premises, and if the Lessee can do so without additional cost, it shall cause the Lessor, and its officers and employees to be named as additional insureds under the level of coverage which it procures for itself and its officers and employees. In addition, if it should require any person or entity utilizing the Premises to provide insurance or similar coverage to it and its officers and employees, prior to permitting use of the Premises, it shall also require that the Lessor and its officers and employees to be so named. Failure to do so is intended to cause the effectuation of coverage under any contractual indemnity provision in any contract of which the Lessee is a beneficiary. In addition, if the Lessee should fail to fulfill the obligations set forth above, then in that case, it shall be obligated to hold harmless, defend and indemnify the Lessor and its officers and employees against any loss, claim, demand or injury of any kind, which a person or entity is alleged to have sustained as a result of the Lessee's occupancy or use of the Premises.

SECTION FOURTEEN
PARTIES BOUND

The covenants and conditions contained in this Lease Agreement shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, subsequent purchasers, executors, administrators, and assigns of all of the parties to the Lease Agreement. All of the parties shall be jointly and severally liable under this Lease Agreement. This Lease shall be recorded with the DuPage County Recorder of Deeds.

SECTION FIFTEEN
TIME OF THE ESSENCE

Time is of the essence of this Lease Agreement, and of each and every covenant, term, condition, and provision of this Lease Agreement.

SECTION SIXTEEN
SECTION CAPTIONS

The captions appearing under the section number designations of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

SECTION SEVENTEEN
GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois.

SECTION EIGHTEEN
MODIFICATION OF AGREEMENT

Any modifications of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION NINETEEN
ADDITIONAL FINANCIAL TERMS

As a part of this Lease Agreement, the Lessee and Lessor agree to amend a November, 2000 Intergovernmental Agreement so that the Lessee's obligation to construct two ball fields at the Maryknoll property is deleted and its obligation to repay the Lessor's no-interest loan in $100,000.00 annual increments due on December, 2003, December, 2004, and December, 2005, are deferred to December, 2011, December, 2012, and December, 2013.

The Lessor will pay $200,000.00 to the Lessee to assist in the resurfacing/reconstruction of the main Village Green Parking Lot. The Specification for the work shall be reviewed by the Village Engineer and shall be constructed to accommodate snow storage and the movement of snow removal vehicles. This obligation will be paid by three (3) annual payments of approximately $67,000.00 each beginning in September, 2003. Reconstruction of the parking lot must not impede its

availability for snow storage during the months of November, December, January, February, March and April, and will be completed by November, 2005.

Dated: 12-17-02

Glen Ellyn Park District

By: Sandra Minogue
PRESIDENT

Attest: Jeanine Sesto
Board Secretary

Dated: December 16, 2002

Village of Glen Ellyn

By: Greg Mathews
Greg Mathews, Village President

Attest: Patricia O'Connor
Patricia O'Connor, Village Clerk

& Rolek, P.C.

rmt.doc \ 3146324.000/12/12/02

Exhibit "A"

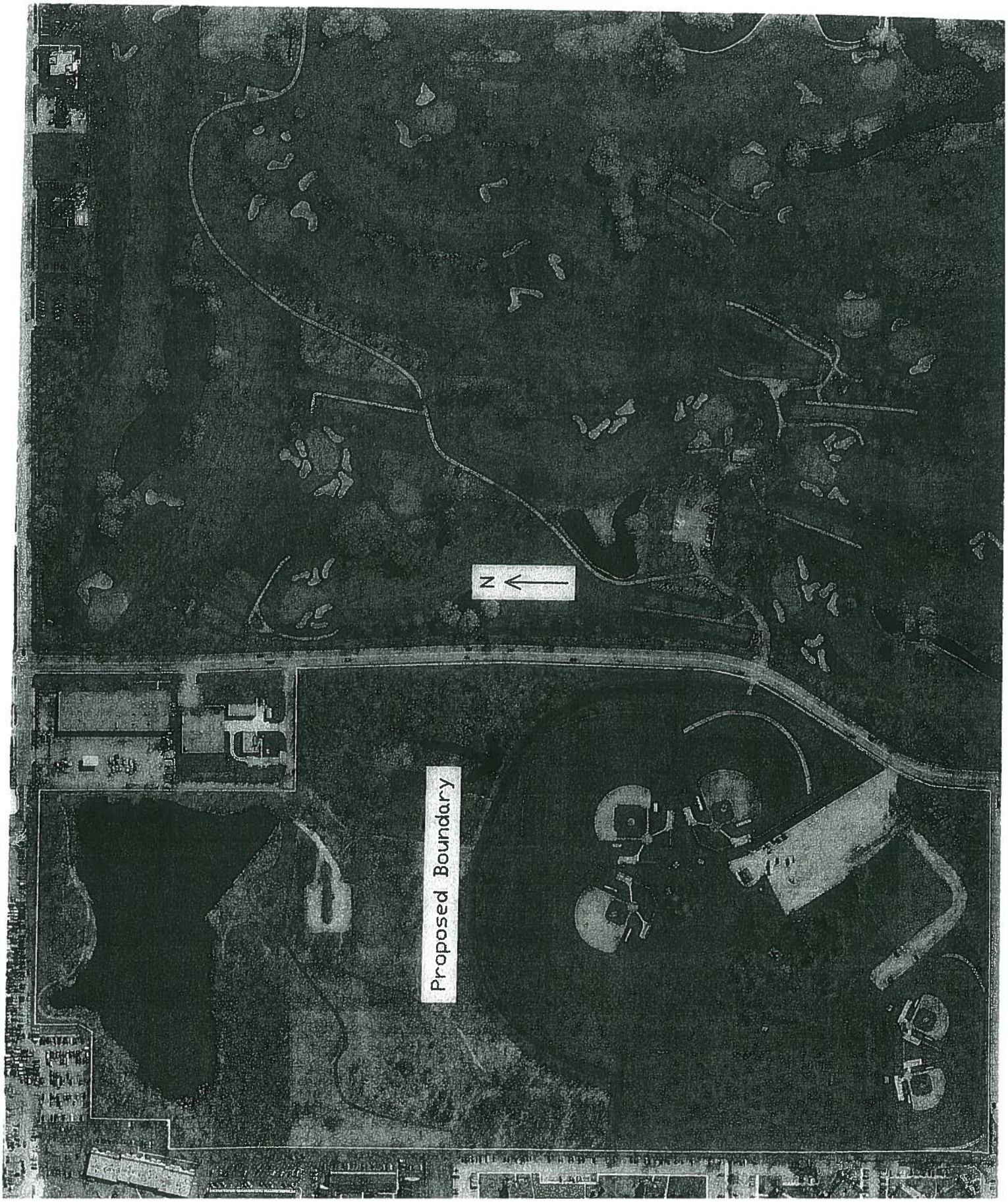
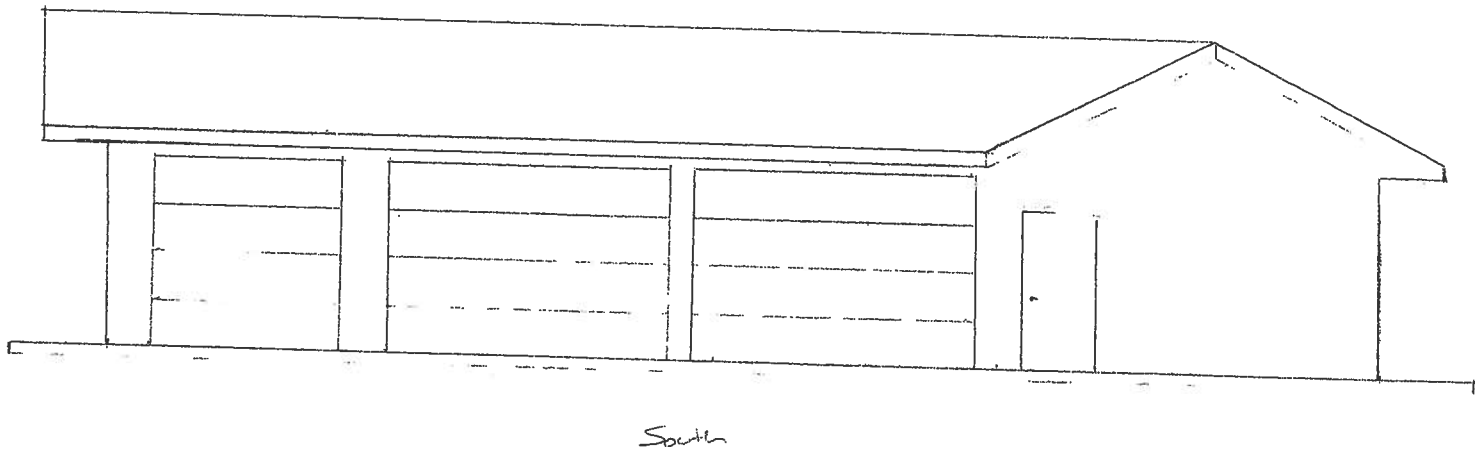


Exhibit B (page one of two)
Vgr. Green Lease
Expanded Concession Bldg./Maint. garage



Prepared by G.E. PK. Dist.

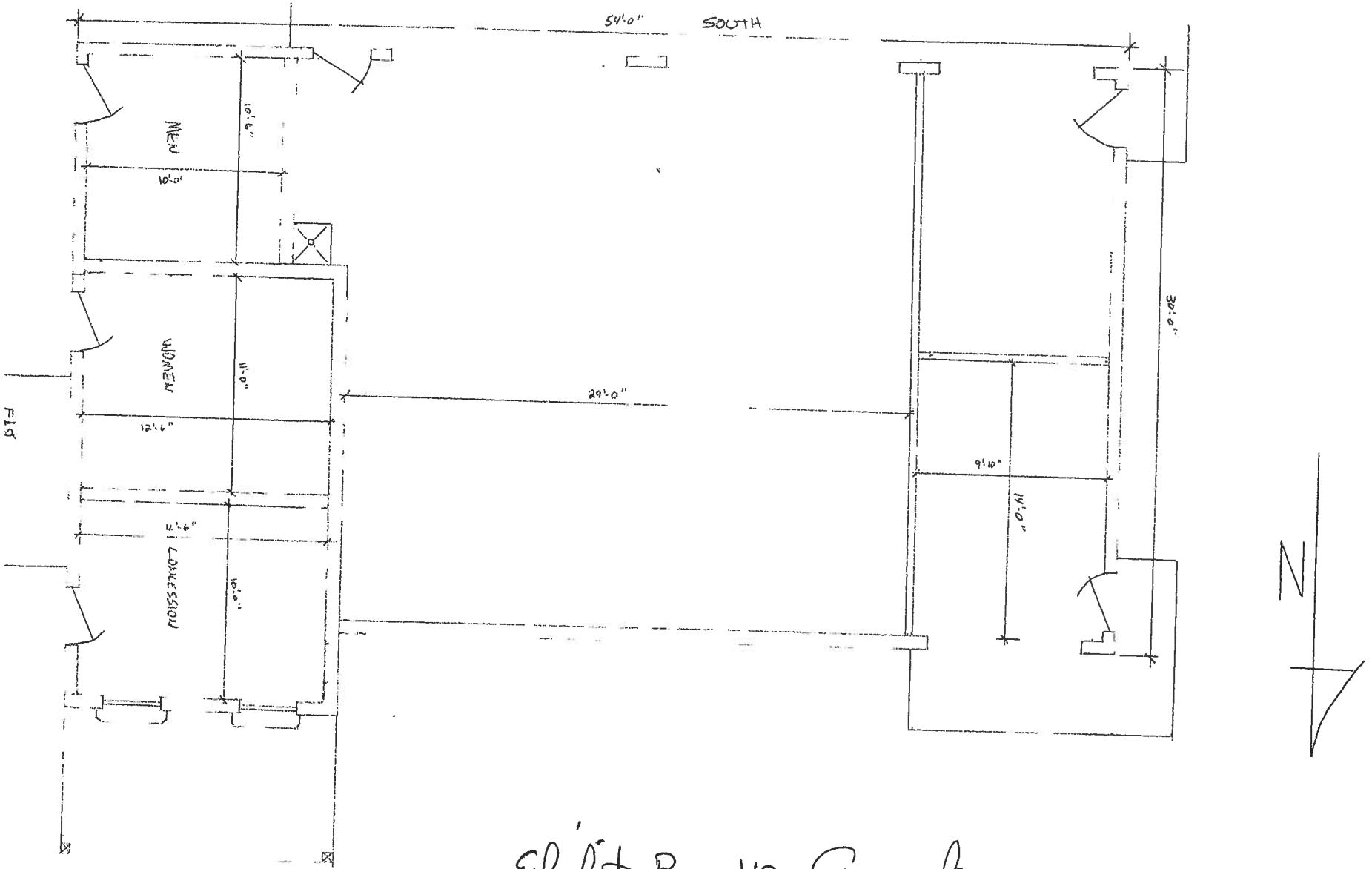


Exhibit B - Village Green base (page two of two)

Prepared by G.E. PK. Dist.

12-12-07

CERTIFICATION

I, Patricia O'Connor, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is the original copy of:

> Lease Agreement for the Village Green between the Village of Glen Ellyn and the Glen Ellyn Park District, approved on December 16, 2002, by the Glen Ellyn Village Board of Trustees.

I do further certify that said original document is entrusted to me as the Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 9th day of January, 2003.

Patricia O'Connor
Village Clerk

CORPORATE SEAL

Clerk's File

Village President
Vicky Hase

Trustees
Timothy A. Armstrong
Mary Jane Chapman
Daniel T. Gardner
Sara Lee
Peter Norton
Mark Pfefferman

Village Manager
Robin A. Weaver

September 19, 2006

Cory Atwell
Executive Director
Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, IL 60137

Dear Cory,

At its September 11 meeting the Glen Ellyn Village Board:

- Authorized execution of an intergovernmental license agreement between the Village and the Park District to provide snow-stockpiling storage at Ackerman Park.

- Approved an amendment to the lease agreement between the Village and the Park District for the Village Green to remove the 36-month cancellation clause that was part of the original lease. Approval of this amendment was subject to approval of the snow-stockpiling storage license agreement at Ackerman Park.

Signed original copies of both documents are enclosed for your records. Please contact Acting Public Works Director Joe Caracci if you have any questions.

Sincerely,

Andrea Draths

Andrea Draths
Village Clerk

Enclosures

Cc: Robin Weaver, Village Manager
Joe Caracci, Acting Public Works Director

Civic Center
535 Duane Street
Glen Ellyn, Illinois 60137
(630)469-5000
Fax (630)469-8849
Website: www.glenellyn.org

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

Public Works Department
30 South Lambert Road
(630)469-6756
Fax (630)469-3128

AMENDMENT TO LEASE AGREEMENT
FOR VILLAGE GREEN

This Amendment to Lease Agreement for Village Green, ("Amendment") is made and executed this 22 day of August, 2006 by and between the Village of Glen Ellyn, a municipal corporation ("Lessor") and the Glen Ellyn Park District, an Illinois unit of local government ("Lessee"), amending the Lease Agreement for Village Green made by the parties on December 17, 2002 ("Lease").

SECTION 1: AMENDMENT OF THE AGREEMENT

1.1 The following provisions of Section Two, "Term" are amended to delete the overstricken words as follows:

> ~~Either the Lessor or the Lessee may cancel the term of the Lease on 36 months' written notice. Any agreement by the Lessee to let other parties use the Premises for recreational or other purposes, must contain a cancellation clause consistent with the possibility of a lease cancellation.~~

SECTION 2:

2.1 The Lease shall remain in full force and effect except to the extent modified by this Amendment.

VILLAGE OF GLEN ELLYN

By: _____
Village President Pro-Tem
Peter Norton

ATTEST
By: _____

GLEN ELLYN PARK DISTRICT

By: _____

ATTEST
By: _____

SECOND AMENDMENT TO LEASE AGREEMENT
FOR VILLAGE GREEN PARK

This Second Amendment to Lease Agreement for Village Green, ("Second Amendment") is made and executed this _____ day of _____, 2013 by and between the Village of Glen Ellyn, a municipal corporation ("Lessor") and the Glen Ellyn Park District, an Illinois unit of local government ("Lessee"), amending the Lease Agreement for Village Green made by the parties on December 17, 2002 ("Lease"), which was previously amended by a first amendment dated August 22, 2006 ("First Amendment").

WHEREAS, Lessor and Lessee desire to further amend the Lease in order to relocate a northern boundary of the Premises to include a storm water detention basin as reflected by the legal description and plat prepared by Land Tech, identified as Sheet A entitled "Exhibit A," with a revision date of January 6, 2010, attached to this Second Amendment and incorporated herein; and

WHEREAS, Lessor and Lessee agree that this Second Amendment is necessary to clarify the rights and responsibilities of each party under the Lease and to grant Lessor certain access to property leased by the Lessee within the Premises based on certain terms and conditions; and

WHEREAS, Lessor and Lessee agree that this Second Amendment to the Lease is in the best interests of the residents of Glen Ellyn.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Lessor and Lessee agree to the following:

SECTION 1: RECITALS

1.1 The above recitals are incorporated herein by reference as though fully set forth herein.

SECTION 2: AMENDMENT TO LEGAL DESCRIPTION AND LEASE OF AREA FOR STORM WATER DETENTION BASIN

2.1 Exhibit "A" that was originally made part of the Lease is hereby deleted and replaced with the legal description and plat attached to this Second Amendment and incorporated herein as Exhibit A. This new Exhibit A clearly identifies the new leased boundary lines between Lessee's and Lessor's property.

2.2 Lessor hereby agrees to lease to Lessee, as part of the Premises and for the Term of the Lease as specified in Section Two of the Lease, additional property labeled as the "New Storm Water Detention Basin," in Exhibit A. Lessee agrees to place permanent boundary markers between Lessor's and Lessee's property along the new leased boundary line as reflected on Exhibit A, to delineate the lease boundary line in furtherance of this Second Amendment.

SECTION 3: LESSEE FURTHER COVENANTS

3.1 Lessee shall place permanent boundary markers, spaced at a distance as determined by Lessee, between Lessor's and Lessee's property along the Northerly Lease Boundary Line, as labeled on Exhibit B, to delineate the lease boundary line in furtherance of this Second Amendment.

SECTION 4: NO DUTY TO THIRD PARTIES

4.1 This Lease is entered into solely for the benefit of the contracting parties, and nothing in this Lease is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Lease or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied

waiver of any common law and/or statutory immunities and/or privileges of Lessor and/or Lessee, and/or any of their respective officials, officers and/or employees.

SECTION 5: MISCELLANEOUS PROVISIONS

5.1 The Lease shall remain in full force and effect except to the extent modified by this Second Amendment.

5.2 All other terms and conditions contained in the Lease between the parties dated December 17, 2002 remain unchanged, including but not limited to terms and conditions contained in the First Amendment to said Lease. The Lease (including the First Amendment to Lease) and this Second Amendment contain all of the terms and conditions agreed on by the parties through the date set forth above with respect to the subject matter hereof, and no other alleged communications or agreements between the parties, written or otherwise, shall vary the terms hereof. Any modification of the Lease or this Second Amendment must be in writing signed by all parties and dated on or subsequent to the date hereof.

LESSOR:
VILLAGE OF GLEN ELLYN

By: _____

ATTEST
By: _____

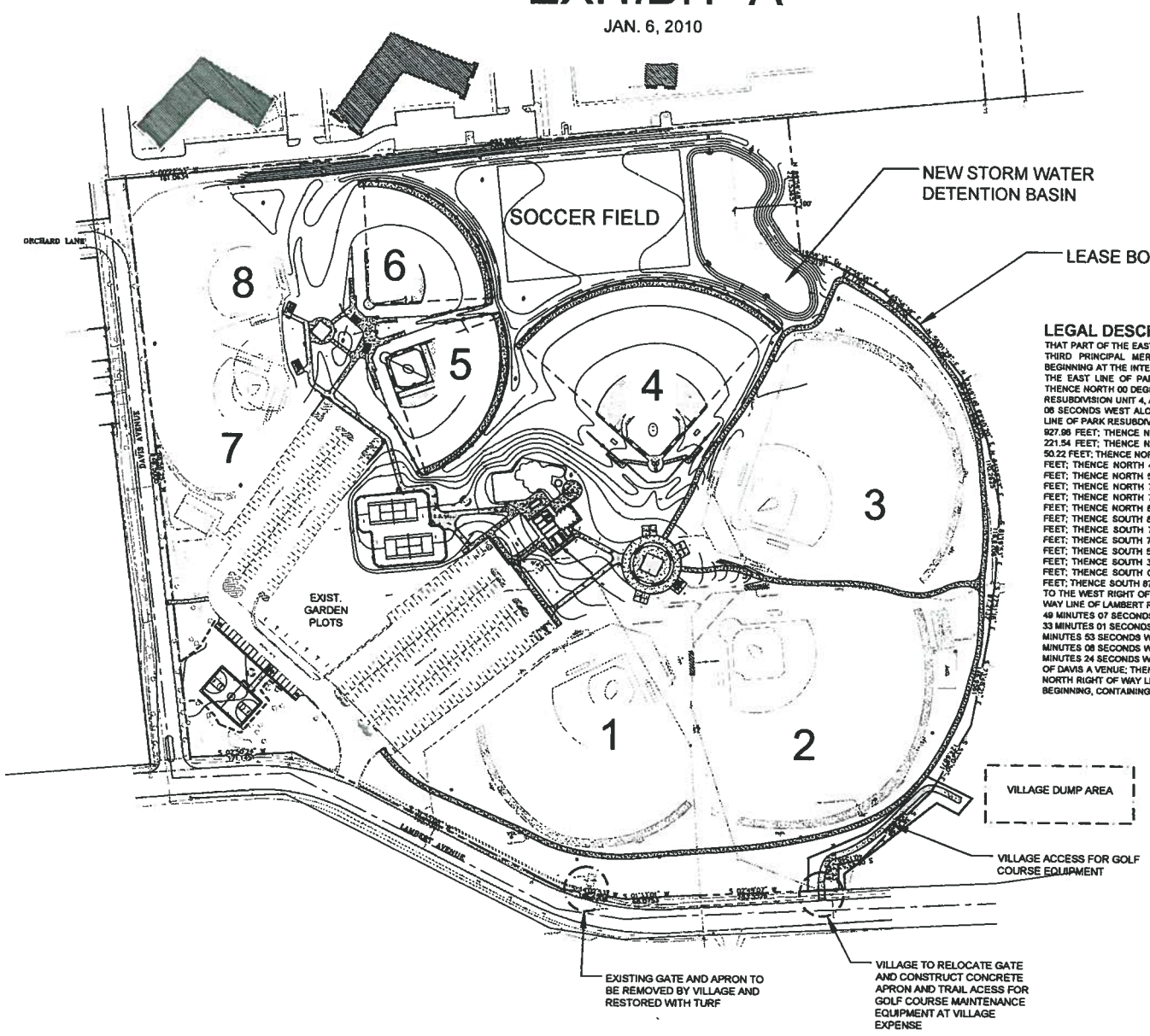
LESSEE:
GLEN ELLYN PARK DISTRICT

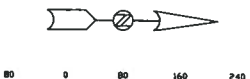
By: _____

ATTEST
By: _____

EXHIBIT 'A'

JAN. 6, 2010





SOURCE BENCHMARK

A 3/8" MONUMENT IN CONCRETE DISC AND SURFACE SLEEVE WITH ACCESS COVER STAMPED "SURVEY COUNTY, MON'S MARK PLATE" 200' WEST OF THE INTERSECTION OF MAIN STREET AND ROOSEVELT ROAD, 16.0' NORTH OF THE BACK OF ACCESS CURB AND 36.0' EAST OF THE BACK OF ACCESS CURB.

ELEVATION= 757.46 (NAVD 88)

SITE BENCHMARK

ARROW BOLT ON HYDRANT 36' FRONT OF DARKROOM CONCESSION STAND BUILDING IN THE CENTER OF VILLAGE GREEN PARK.

ELEVATION 768.23

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LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF DAVIS AVENUE AND THE EAST LINE OF PARK RESUBDIVISION UNIT 4, PER DOCUMENT NUMBER R1971-018779; THENCE NORTH 00 DEGREES 22 MINUTES 53SECONDS EAST ALONG SAID EAST LINE OF PARK RESUBDIVISION UNIT 4, A DISTANCE OF 161.06 FEET;THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS WEST ALONG SAID EAST LINE OF PARK RESUBDIVISION UNIT 4 AND THE EAST LINE OF PARK RESUBDIVISION UNIT 3, PER DOCUMENT NUMBER R1968-030167, A DISTANCE OF 927.98 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 48 SECONDS EAST, A DISTANCE OF 221.54 FEET; THENCE NORTH 19 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 50.22 FEET; THENCE NORTH 32 DEGREES 59 MINUTES 38 SECONDS EAST, A DISTANCE OF 97.18 FEET; THENCE NORTH 45 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 80.93 FEET; THENCE NORTH 56 DEGREES 01 MINUTES 29 SECONDS EAST, A DISTANCE OF 111.42 FEET; THENCE NORTH 73 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 57.32 FEET; THENCE NORTH 72 DEGREES 40 MINUTES 20 SECONDS EAST, A DISTANCE OF 55.87 FEET; THENCE NORTH 84 DEGREES 38 MINUTES 57 SECONDS EAST, A DISTANCE OF 110.26 FEET; THENCE SOUTH 81 DEGREES 19 MINUTES 53 SECONDS EAST, A DISTANCE OF 116.57 FEET; THENCE SOUTH 77 DEGREES 51 MINUTES 16 SECONDS EAST, A DISTANCE OF 97.21 FEET; THENCE SOUTH 73 DEGREES 48 MINUTES 21 SECONDS EAST, A DISTANCE OF 146.98 FEET; THENCE SOUTH 53 DEGREES 20 MINUTES 50 SECONDS EAST, A DISTANCE OF 124.69 FEET; THENCE SOUTH 38 DEGREES 12 MINUTES 48 SECONDS EAST, A DISTANCE OF 158.81 FEET; THENCE SOUTH 06 DEGREES 45 MINUTES 53 SECONDS EAST, A DISTANCE OF 40.15 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 3 SECONDS EAST, A DISTANCE OF 41.28 FEET TO THE WEST RIGHT OF WAY LINE OF LAMBERT ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF LAMBERT ROAD THE FOLLOWING FIVE COURSES: 1) THENCE SOUTH 02 DEGREES 49 MINUTES 07 SECONDS WEST, A DISTANCE OF 283.55 FEET; 2) THENCE SOUTH 01 DEGREES 33 MINUTES 01 SECONDS WEST, A DISTANCE OF 66.06 FEET; 3) THENCE SOUTH 14 DEGREES 02 MINUTES 53 SECONDS WEST, A DISTANCE OF 106.62 FEET; 4) THENCE SOUTH 31 DEGREES 55 MINUTES 08 SECONDS WEST, A DISTANCE OF 492.74 FEET; 5) THENCE SOUTH 02 DEGREES 50 MINUTES 24 SECONDS WEST, A DISTANCE OF 171.15 FEET TO SAID NORTH RIGHT OF WAY LINE OF DAVIS A VENUE; THENCE SOUTH 88 DEGREES 58 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF DAVIS AVENUE, A DISTANCE OF 946.50 FEET TO THE POINT OF BEGINNING, CONTAINING 32.86 ACRES, MORE OR LESS.

REVISIONS	DESCRIPTION	DATE
1	RESET ELEV GRADES	9-2-09

DATE: JUNE 3, 2009
DRAWN: JMV
PROJECT #: 117-07
SCALE: AS SHOWN

LandTech
LANDSCAPE ARCHITECTURE • SITE PLANNING
2903 Ogden Avenue, Suite 200
Downers Grove, IL 60515
ph 630.515.0900 fax 630.515.0907
www.landtechgroup.com

NEW STORM WATER DETENTION

Sheet A

VILLAGE GREEN PARK
GLEN ELLYN PARK DISTRICT
South Lambert Road
Glen Ellyn, IL 60137-4805

THAT PART OF THE EAST HALF OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF DAVIS AVENUE AND THE EAST LINE OF PARK RESUBDIVISION UNIT 4, PER DOCUMENT NUMBER R1971-016779; THENCE NORTH 00 DEGREES 22 MINUTES 53 SECONDS EAST ALONG SAID EAST LINE OF PARK RESUBDIVISION UNIT 4, A DISTANCE OF 161.06 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS WEST ALONG SAID EAST LINE OF PARK RESUBDIVISION UNIT 4 AND THE EAST LINE OF PARK RESUBDIVISION UNIT 3, PER DOCUMENT NUMBER R1968-030167, A DISTANCE OF 927.96 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 48 SECONDS EAST, A DISTANCE OF 221.54 FEET; THENCE NORTH 19 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 50.22 FEET; THENCE NORTH 32 DEGREES 59 MINUTES 38 SECONDS EAST, A DISTANCE OF 97.18 FEET; THENCE NORTH 45 DEGREES 56 MINUTES 39 SECONDS EAST, A DISTANCE OF 80.93 FEET; THENCE NORTH 56 DEGREES 01 MINUTES 29 SECONDS EAST, A DISTANCE OF 111.42 FEET; THENCE NORTH 73 DEGREES 49 MINUTES 14 SECONDS EAST, A DISTANCE OF 57.32 FEET; THENCE NORTH 72 DEGREES 40 MINUTES 20 SECONDS EAST, A DISTANCE OF 55.67 FEET; THENCE NORTH 84 DEGREES 38 MINUTES 57 SECONDS EAST, A DISTANCE OF 110.26 FEET; THENCE SOUTH 81 DEGREES 19 MINUTES 53 SECONDS EAST, A DISTANCE OF 116.67 FEET; THENCE SOUTH 77 DEGREES 51 MINUTES 16 SECONDS EAST, A DISTANCE OF 97.21 FEET; THENCE SOUTH 73 DEGREES 48 MINUTES 21 SECONDS EAST, A DISTANCE OF 146.96 FEET; THENCE SOUTH 53 DEGREES 20 MINUTES 50 SECONDS EAST, A DISTANCE OF 124.69 FEET; THENCE SOUTH 38 DEGREES 12 MINUTES 48 SECONDS EAST, A DISTANCE OF 158.81 FEET; THENCE SOUTH 06 DEGREES 45 MINUTES 53 SECONDS EAST, A DISTANCE OF 40.15 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 3 SECONDS EAST, A DISTANCE OF 41.28 FEET TO THE WEST RIGHT OF WAY LINE OF LAMBERT ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF LAMBERT ROAD THE FOLLOWING FIVE COURSES: 1) THENCE SOUTH 02 DEGREES 49 MINUTES 07 SECONDS WEST, A DISTANCE OF 283.55 FEET; 2) THENCE SOUTH 01 DEGREES 33 MINUTES 01 SECONDS WEST, A DISTANCE OF 66.08 FEET; 3) THENCE SOUTH 14 DEGREES 02 MINUTES 53 SECONDS WEST, A DISTANCE OF 106.62 FEET; 4) THENCE SOUTH 31 DEGREES 55 MINUTES 08 SECONDS WEST, A DISTANCE OF 492.74 FEET; 5) THENCE SOUTH 02 DEGREES 50 MINUTES 24 SECONDS WEST, A DISTANCE OF 171.15 FEET TO SAID NORTH RIGHT OF WAY LINE OF DAVIS AVENUE; THENCE SOUTH 88 DEGREES 56 MINUTES 25 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF DAVIS AVENUE, A DISTANCE OF 946.50 FEET TO THE POINT OF BEGINNING, CONTAINING 32.86 ACRES, MORE OR LESS.

Village Of Glen Ellyn

Ordinance No. _____

An Ordinance Granting Approval of a
Second Amendment to the Lease Agreement for Village Green Park
Located at 130 S. Lambert Road, Glen Ellyn, Illinois 60137

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

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

Ordinance No. _____

An Ordinance Granting Approval of a Second Amendment to the Lease Agreement for Village Green Park Located at 130 S. Lambert Road, Glen Ellyn, Illinois 60137

Whereas, On December 17, 2002, the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, approved an agreement to lease a portion of the Village of Glen Ellyn's ("Lessor") property to the Glen Ellyn Park District ("Lessee"); and

Whereas, the subject property is described as the active recreational areas of Village Green Park, located on the west side of Lambert Road; and

Whereas, the boundary line of the subject property is specified in "Exhibit A" of the original lease agreement; and

Whereas, In 2008, the Glen Ellyn Park District constructed a storm water detention basin outside of the area leased by the Glen Ellyn Park District ("Lessee") from the Village of Glen Ellyn ("Lessor") as specified in "Exhibit A" of the original lease agreement; and

Whereas, Lessor and Lessee desire to further amend the Lease in order to relocate the northern boundary of the Premises to include the storm water detention basin constructed by the Park District as reflected by the legal description and plat prepared by Land Tech, identified as Sheet A and entitled "Exhibit A," with a revision date of January 6, 2010, attached to this amendment and incorporated herein; and

Whereas, Lessor and Lessee agree that the Second Amendment is necessary to clarify the rights and responsibilities of each party under the Lease and to grant Lessor certain access to property leased by the Lessee within the Premises based on certain terms and conditions; and

Whereas, Lessor and Lessee agree that the Second Amendment to the Lease is in the best interest of the residents of Glen Ellyn.

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 Village President and Village Clerk be and are hereby authorized to execute the Second Amendment to the Lease Agreement for Village Green Park, a copy of said agreement being attached hereto and being made part hereof.

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

Ayes:

Nays:

Absent:

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

_____
Village President of the
Village of Glen Ellyn, Illinois

Attest:

_____
Village Clerk of the
Village of Glen Ellyn, Illinois

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

A-64

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: David Buckley, Assistant Public Works Director

DATE: October 1, 2013

RE: Snow Hauling Contract Award FY14 and FY15

Background

Snow removal from the Central Business District requires hauling a substantial amount of snow. The removal includes loading the snow onto trucks and hauling the snow to Ackerman Park on St. Charles Road (The Glen Ellyn Park District is responsible for providing hauled snow storage per the Village Green lease agreement.) The Village does not own or operate a sufficient fleet of trucks to haul the snow with its own equipment. To supplement the existing trucks, private hauling companies are used to haul snow on an as-needed basis. The Village uses a tractor-mounted snow blower to load the snow into the contracted trucks. The Public Works team developed a Request for Proposal for a two year agreement with hauling occurring between November 15, 2013 to April 15, 2014, and November 15, 2014 to April 15, 2015.

Within this proposal, contractors were requested to list snow removal equipment with an operator that they would be willing to commit to the Village in the event the Village would need additional snow removal support. This equipment could include trucks, tractors, and snow throwers that could be useful in major snow events. This option of the RFP is rarely exercised and not used in cost analysis, but the Village wants the snow hauling contractor to have the ability to provide necessary snow removal equipment in case of a snow emergency.

This proposal was publicly advertised for bid September 11, 2013. Contract documents were delivered to 35 contractors. The proposal opening was September 24, 2013 with two contractors submitting proposals for snow hauling.

Issue

Using Public Works' historical data of snow hauling services from the last five years (bid tab attached showing historical data), the low proposal for the two year contract was received from Marcott Enterprises, Inc. based out of Villa Park, IL. Glen Ellyn is familiar with Marcott Enterprises' professionalism and quality of work as Marcott has been awarded Glen Ellyn's Snow Hauling contract since FY03. In the current year's budget, General Fund Public Works Department Operations – Snow Removal Services has $20,000 for contracted snow hauling and other equipment as needed. Payment will be made on an as-needed basis.

Action Requested
Motion to approve a contract for the FY2013-14 and FY2014-15 Snow Hauling Contract to Marcott Enterprises, Inc. in the not-to-exceed amount of $40,000; $20,000 to be expensed to the FY2013-14 Public Works Operations General Fund (143200-521060) for the first year of the contract.

Recommendation
Approve award of contract as noted above and addressed in the attachment.

Attachments
2013-15 Snow Hauling Proposal Analysis (showing low bid for combined fiscal years and PW experience calculations)
2013-15 Snow Hauling Proposal Form

2013-15 Snow Hauling Comparisons to 2008-12 Actual

Date	W/Sat/Sun	# Trucks	Total Hours		Marcott 2013/14	Tonyan Bros 2013/14
12/17/2008	W	4	16.5		$1,905.50	$2,767.50
12/19/2008	W	6	18		$2,163.00	$3,240.00
12/20/2008	Sat	4	18.25		$3,128.63	$3,003.75
12/29/2008	W	6	24.5		$2,832.50	$4,117.50
1/10/2009	Sat	6	20.25		$3,592.13	$3,543.75
1/11/2009	Sun	6	18.25		$4,377.50	$3,273.75
2/13/2009	W	5	8.25		$1,107.25	$1,788.75
2/23/2009	W	3	4.25		$592.25	$978.75
			TOTAL		**$19,698.75**	**$22,713.75**
12/31/2009	Sun	5	7.25		$2,008.50	$1,653.75
1/8/2010	W	6	23		$2,678.00	$3,915.00
2/10/2010	W	8	23.75		$2,858.25	$4,286.25
2/22/2010	W	12	24		$3,090.00	$4,860.00
			TOTAL		**$10,634.75**	**$14,715.00**
12/21/2010	W	7	15.5		$1,957.00	$3,037.50
2/3-4/2011	W	24	230.25		$24,951.75	$34,323.75
2/6/2011	Sun	3	27.25		$5,922.50	$4,083.75
			TOTAL		**$32,831.25**	**$41,445.00**
1/13/2012	W	5	19.25		$2,240.25	$3,273.75
1/21/2012	Sat	6	29		$4,944.00	$4,725.00
			TOTAL		**$7,184.25**	**$7,998.75**
2/22/2013	W	6	21.75		$2,549.25	$3,746.25
2/27/2013	W	6	19.25		$2,291.75	$3,408.75
3/6/2013	W	7	25.75		$3,012.75	$4,421.25
			TOTAL		**$7,853.75**	**$11,576.25**
	5 YR	**GRAND**	**TOTAL**		**$78,202.75**	**$98,448.75**
	5 YR	**GRAND**	**TOTAL**		**$53,251.00**	**$64,125.00**
		(Without Blilzzard)				

Marcott	Rate	Travel
Hourly Day	$103.00	$51.50
Hourly Sat	$154.50	$77.25
Hourly Sun/Hol	$206.00	$103.00

Tonyan Bros	Rate	Travel
Hourly Day	$135.00	$135.00
Hourly Sat	$135.00	$135.00
Hourly Sun/Hol	$135.00	$135.00

10/1/2013

2013-15 Snow Hauling Comparisons to 2008-12 Actual

Date	W/Sat/Sun	# Trucks	Total Hours		Marcott 2014/15	Tonyan Bros 2014/15		Marcott	Rate	Travel
12/17/2008	W	4	16.5		$1,942.50	$3,075.00		Hourly Day	$105.00	$52.50
12/19/2008	W	6	18		$2,205.00	$3,600.00		Hourly Sat	$157.50	$78.75
12/20/2008	Sat	4	18.25		$3,128.63	$3,337.50		Hourly Sun/Hol	$210.00	$105.00
12/29/2008	W	6	24.5		$2,887.50	$4,575.00				
1/10/2009	Sat	6	20.25		$3,592.13	$3,937.50		**Tonyan Bros**	**Rate**	**Travel**
1/11/2009	Sun	6	18.25		$4,462.50	$3,637.50		Hourly Day	$150.00	$150.00
2/13/2009	W	5	8.25		$1,128.75	$1,987.50		Hourly Sat	$150.00	$150.00
2/23/2009	W	3	4.25		$603.75	$1,087.50		Hourly Sun/Hol	$150.00	$150.00
			TOTAL		**$19,950.75**	**$25,237.50**				
12/31/2009	Sun	5	7.25		$2,047.50	$1,837.50				
1/8/2010	W	6	23		$2,730.00	$4,350.00				
2/10/2010	W	8	23.75		$2,913.75	$4,762.50				
2/22/2010	W	12	24		$3,150.00	$5,400.00				
			TOTAL		**$10,841.25**	**$16,350.00**				
12/21/2010	W	7	15.5		$1,995.00	$3,375.00				
2/3-4/2011	W	24	230.25		$25,436.25	$38,137.50				
2/6/2011	Sun	3	27.25		$6,037.50	$4,537.50				
			TOTAL		**$33,468.75**	**$46,050.00**				
1/13/2012	W	5	19.25		$2,283.75	$3,637.50				
1/21/2012	Sat	6	29		$4,944.00	$5,250.00				
			TOTAL		**$7,227.75**	**$8,887.50**				
2/22/2013	W	6	21.75		$2,598.75	$4,162.50				
2/27/2013	W	6	19.25		$2,336.25	$3,787.50				
3/6/2013	W	7	25.75		$3,071.25	$4,912.50				
			TOTAL		**$8,006.25**	**$12,862.50**				
	5 YR	**GRAND**	**TOTAL**		**$79,494.75**	**$109,387.50**				
	5 YR	**GRAND**	**TOTAL**		**$54,058.50**	**$71,250.00**				
		(Without Blilzzard)								

10/1/2013

B. PROPOSAL FORM

A proposal for **Snow Hauling, Equipment Leasing,** submitted by:

Marcott Enterprises, Inc.

for the Village of Glen Ellyn effective from **November 15, 2013 through April 15, 2014,** and **November 15, 2014 through April 15, 2015**

	2013/14	2014/15
Hourly price per semi-dump truck:	$ 103	$ 105
Minimum hourly charge per semi-dump truck:	$ Ø	$ Ø
Please specify if this price includes:		
Saturdays, Sundays, Holidays,	Yes ___ No X	Yes ___ No X
Is the price a flat rate and based on time-on-job only?	Yes ___ No X	Yes ___ No X
If not, please specify the rates for Saturdays, Sundays, and Holidays.	Saturday 1 1/2 Times $Sunday Double	Saturday 1 1/2 Time $Sunday Double
Travel time:	$ 1/2 hour	$ 1/2 hour
Hourly price per pick-up plow truck:	$ 98	$ 100
Minimum hourly charge per pick-up plow truck:	$ 2 Hours	$ 2 Hours
Please specify if this price includes:		
Saturdays, Sundays, Holidays,	Yes X No ___	Yes X No ___
Is the price a flat rate and based on time-on-job only?	Yes X No ___	Yes X No ___
If not, please specify the rates for Saturdays, Sundays, and Holidays.	$ N/A	$ N/A
Travel time:	$ None	$ None

In the event the Village of Glen Ellyn needs additional snow removal equipment, will you commit these vehicles to the Village? **Yes_____ No_____**

If yes, please list the hourly rates.	Size	2013/14 Hourly Rate	2014/15 Hourly Rate
Front - End Loaders (Rubber Tired)	Qty 5 3 1/2 yd Bucket	$	$
With Operator		$ 250	$ 275
Plow Trucks -	8 1/2' Plow	$	$
With Operator		$ 98	$ 100
Snow Thrower -	N/A	$ N/A	$ N/A
With Operator		$ N/A	$ N/A

Other than the equipment listed above, if you have other snow removal equipment you would commit to the Village, please list the types and hourly rates.

Type of Equipment and Size	2013/14 Hourly Rate	2014/15 Hourly Rate
Bobcats 3	$ 110	$ 120
	$	$
	$	$
	$	$

Dated and signed this 24th day of September 2013.

Signature of Authorized Representative: [signature] Scott Schroeder

Title: President

Company: Marcott Enterprises, Inc.

Address: 600 N. Villa Ave, Unit C

City, State, Zip Villa Park IL 60181

Telephone: 630-279-2999

Fax: 630-279-8277

E-mail Address: SST278@SBCGLOBAL.NET

VILLAGE CLERK SEP 24 2013 VILLAGE OF GLEN ELLYN

A-6.I

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Al Stonitsch, Assistant Village Manager

DATE: October 7, 2013

RE: **Purchase of Real Estate-59 S. Park**

Background:
Since the early 1990's, prior Village Board's envisioned opening up the entrance and sight lines of Panfish Park to enhance the park's overall visibility and attractiveness as a recreational asset. As an initial step towards that vision, the Village purchased 63 S. Park in 1992, and has owned that property ever since. The Village just recently became aware of an opportunity to purchase the adjacent 59 S. Park property ***(Attachments 1 & 2)***. After staff briefed the Board on the availability of the property, the Board authorized staff to enter into negotiations for the purchase thereof.

Issues:
Staff entered into negotiations with the seller's agent in early September, and the parties subsequently agreed to a sale price of $143,000. The property was offered in "as is" condition, because the residential structure located on the property is in need of extensive repair and remodeling. Given the current condition of the structure, staff is recommending demolition of the property in Spring 2014. In the event the remaining property located at 55 S. Park becomes available in the future, the Village Board could decide to purchase that property as well, which would allow the Board maximum flexibility as it contemplates the vision for Panfish Park.

The Village Attorney has drafted the attached Resolution, and has reviewed the proposed real estate purchase contract ***(Attachments 3 & 4)***. If the Board approves the execution of this contract, staff anticipates closing on the purchase within approximately thirty (30) days.

Budget:
Staff is recommending that the Village utilize available reserves in the Corporate Fund to finance the purchase of this property. Staff is furthermore recommending that the Corporate Fund be "paid back" via the Recreation Fund over a ten (10) year period.

Action Requested:
Staff is recommending Village Board approval of a Resolution authorizing the execution of a real estate purchase contract for 59 S. Park Blvd in the amount of $143,000.

Attachments:
1. Location Map, 59. S. Park
2. Photo of Property, 59. S. Park
3. Resolution
4. Real Estate Purchase Contract

ATTACHMENT

1

GIS consortium MapOffice™

59 S. Park

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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.

ATTACHMENT

2

Google

59. S. Park

ATTACHMENT

3

Prepared By and
After recording, return to:

Paula Vincich Randall, Esq.
Ancel, Glink, Diamond, Bush
DiCianni & Krafthefer, P.C.
175 E. Hawthorn Parkway, #145
Vernon Hills, Illinois 60061-1493

This space reserved for Recorders use only.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY LOCATED WITHIN THE VILLAGE GLEN ELLYN

WHEREAS, the Village of Glen Ellyn ("Village") and Kathleen Slucas and/or Owner of Record ("Seller") have entered into a Real Estate Purchase Contract dated September 12, 2013 (copy attached hereto and made a part hereof as "Exhibit A"), wherein the Village will purchase certain property commonly known as 59 S. Park Blvd., Glen Ellyn, in DuPage County, Illinois ("Subject Property"), for municipal purposes, said property legally described in "Exhibit B" attached hereto; and

WHEREAS, the Board of Trustees of the Village of Glen Ellyn find it necessary and convenient for the Village to purchase the Subject Property.

WHEREAS, the Village will purchase the Subject Property (as shown on "Exhibit B") from the Seller on or before November 6, 2013, or as mutually agreed by the parties; and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, as follows:

Section 1: That the Village President and Clerk of the Village of Glen Ellyn are authorized to execute and attest to any and all legal documents necessary to finalize the conveyance of the Subject Property to the Village of Glen Ellyn.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2013.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2013.

VILLAGE OF GLEN ELLYN

_____
Alexander Demos, President

Attest:

_____
Catherine Galvin, Clerk

"Exhibit A"
(Real Estate Contract)

"EXHIBIT B"
(Legal Description)

Common Address: 59 S. Park Blvd., Glen Ellyn, Illinois 60137

Permanent Index Number: 05-23-207-003-0000

Legal Description:

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **Alexander Demos, Village President for the Village of Glen Ellyn, an Illinois municipal corporation,** Glen Ellyn, Illinois 60137, have made, constituted and appointed and BY THESE PRESENTS, do make, constitute and appoint **Paula Vincich Randall, Esq.**, of Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C., 175 E. Hawthorn Parkway, Suite 145, Vernon Hills, Illinois 60061, true and lawful attorney for me and in my name, place and stead to execute any and all documents necessary in order to consummate the acquisition of the property commonly known as: **59 S. Park Blvd., Glen Ellyn, Illinois,** and legally described as follows:

See Attached Exhibit A

giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present at the doing thereof, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or her substitute shall lawfully do or cause to be done by virtue hereof.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 2013.

_____(SEAL)
Alexander Demos, Village President

SUBSCRIBED and SWORN to before me this
_____ day of _____, 2013.

_____
NOTARY PUBLIC

The undersigned witness certifies that **Alexander Demos**, Village President, known to me to be the same person whose name is subscribed as principal to the foregoing Power of Attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe her to be of sound mind and memory.

Dated this ____ day of _____, 2013.

_____(SEAL)
Witness

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **Catherine Galvin, Village Clerk for the Village of Glen Ellyn, an Illinois municipal corporation,** Glen Ellyn, Illinois 60137, have made, constituted and appointed and BY THESE PRESENTS, do make, constitute and appoint **Paula Vincich Randall, Esq.**, of Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C., 175 E. Hawthorn Parkway, Suite 145, Vernon Hills, Illinois 60061, true and lawful attorney for me and in my name, place and stead to execute any and all documents necessary in order to consummate the acquisition of the property commonly known as: **59 S. Park Blvd., Glen Ellyn, Illinois,** and legally described as follows:

See Attached as Exhibit A.

giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present at the doing thereof, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or her substitute shall lawfully do or cause to be done by virtue hereof.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 2013.

_____(SEAL)
Catherine Galvin, Village Clerk

SUBSCRIBED and SWORN to before me this
_____ day of _____, 2013.

_____
NOTARY PUBLIC

The undersigned witness certifies that **Catherine Galvin**, Village Clerk, known to me to be the same person whose name is subscribed as principal to the foregoing Power of Attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe her to be of sound mind and memory.

Dated this ____ day of _____, 2013.

_____(SEAL)
Witness

ATTACHMENT

4

Ancel Glink | Diamond Bush DiCianni & Krafthefer

A Professional Corporation
175 E. Hawthorn Parkway, Suite 145
Vernon Hills, IL 60061
www.ancelglink.com

Paula Vlasich Randall
prandall@ancelglink.com
(P) 847.856.5423
(F) 847.247.7405

VIA FACSIMILE 708/795-0266
AND CERTIFIED MAIL

September 18, 2013

Richard A. Kocurek, Esq.
Attorney at Law
45 S. Park Blvd., Suite 180
Glen Ellyn, Illinois 60137

RE: Slucas to Village of Glen Ellyn
Property: 59 S. Park Blvd., Glen Ellyn, Illinois 60137

Dear Mr. Kocurek:

Pursuant to that certain Residential Real Estate Contract ("Contract") dated September 12, 2013, between Kathleen Slucas ("Seller") and the Village of Glen Ellyn, an Illinois municipal corporation, ("Purchaser") for the property commonly known as 59 S. Park Blvd., Glen Ellyn, Illinois 60137 ("Subject Property"), and under the attorney approval contingency, I have the following comments:

1. Paragraph 8 – Prorations, Line 64: Replace "100%" with "105%."

2. This correspondence shall serve to confirm that the Purchaser shall have forty-five (45) days from the Date of Acceptance to conduct any and all testing and/or inspections on the Subject Property.

3. Paragraph 27 – Notice, subparagraph (d): Delete this subparagraph in its entirety.

4. Paragraph 28 – Performance: Please delete this Paragraph in its entirety and replace it with:

"Time is of the essence of this Contract. In the event of default by Purchaser, one-half (½) of the earnest money shall be forfeited and paid to Seller. Such forfeiture shall be in full settlement of any and all damages. The remaining one-half (½) of earnest money shall be returned to Purchaser. In the event of default by Seller, the Purchaser is free to pursue any legal remedies at law or in equity. Should the Purchaser prevail in litigation, the Purchaser shall be entitled to collect reasonable attorneys' fees and costs from the Seller as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Purchaser. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time,

Jane Fake 9/26/13
Revised Contract Terms
To conform
Enter party
not right
To take action against the other in Default.

ANCEL, GLINK, DIAMOND, BUSH, DICIANNI & KRAFTHEFER, P.C.

Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorneys' fees, related to the filing of the interpleader action. Seller and Purchaser shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph."

5. Paragraph 42 – Specific Party Approval: This Contract shall be contingent upon the approval of the Contract by the Board of the Village of Glen Ellyn and the passage of the appropriate Ordinance/Resolution prior to closing.

6. Line 483 – Date of Acceptance: This correspondence shall serve to confirm the Date of Acceptance of the Contract is September 12, 2013.

Should the above Contract modifications/clarifications be acceptable to your client, kindly sign the bottom of this letter, faxing a copy back, and mailing an original upon receipt. This correspondence should not be considered a counteroffer. The Purchaser reserves the right to make further comments under the contingency periods.

On behalf of the Village of Glen Ellyn, I look forward to working with you on this property conveyance. Should you have any questions, please do not hesitate to contact me.

Sincerely yours,

Paula Vincich Randall

cc: Village of Glen Ellyn

Agreed & Accepted the above Contract Modifications and/or /Clarifications this ___ day of September, 2013

As Amended
9/26/13

Richard A. Kocurek, Attorney On Behalf of Seller

PVR\maw/S:\REAL ESTATE\clients\Glen Ellyn\59 S Park Blvd - Buy\Atty Kocurek - AA Ltr 091813.doc 3146324.0000

MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0

1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".

Buyer(s) (Please Print) Village of Glen Ellyn, a municipal corporation

Seller(s) (Please Print) KATHLEEN SLUCAS

If Dual Agency applies, complete Optional Paragraph 41.

2. THE REAL ESTATE: Real Estate shall be defined as the Property, all improvements, the fixtures and Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of 70X134 commonly known as:

59 S. PARK BLVD	GLEN ELLYN	IL	60137
Address	City	State	Zip

DuPAGE		0523207003
County	Unit # (if applicable)	Permanent Index Number(s) of Real Estate

If Condo/Coop/Townhome Parking is Included: # of space(s) ____; identified as Space(s) #_____; *(check type)* ☐ deeded space ☐ limited common element ☐ assigned space.

3. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the following items of Personal Property by Bill of Sale at Closing:

[Check or enumerate applicable items]

EXCLUDING SOME HOSTAS & PEONIES KAS MF

X Refrigerator	__ Central Air Conditioning	__ Central Humidifier	X Light Fixtures, as they exist
X Oven/Range/Stove	__ Window Air Conditioners	__ Water Softener (owned)	X Built-in or Attached Shelving
__ Microwave	__ Ceiling Fan(s)	X Sump Pumps	X All Window Treatments & Hardware
__ Dishwasher	__ Intercom System	__ Electronic or Media Air Filter	X Existing Storms & Screens
__ Garbage Disposal	__ TV Antenna System	__ Central Vac & Equipment	__ Fireplace Screens/Doors/Grates
__ Trash Compactor	__ Satellite Dish	__ Security Systems (owned)	__ Fireplace Gas Logs
__ Washer	__ Outdoor Shed	X Garage Door Openers	__ Invisible Fence System, Collars & Box
__ Dryer	X Planted Vegetation	with all Transmitters	X Smoke Detectors
__ Attached Gas Grill	__ Outdoor Playsets	X All Tacked Down Carpeting	X Carbon Monoxide Detectors

KAS MF

Other items included: ALL ITEMS IN THE HOUSE & GARAGE INCLUDING WILL BE SOLD WITH THE PROPERTY

Items NOT included: _____

Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in operating condition at Possession, except: ALL TAKEN "AS-IS".

A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

Home Warranty ☐ shall ☒ shall not be included at a Premium not to exceed $_____.

4. PURCHASE PRICE: Purchase Price of $ 143,000 shall be paid as follows: Initial earnest money of $ 10,000 by ☒ check, ☐ cash OR ☐ note due on _____, 20____ to be increased to a total of $_____ by _____, 20____. The earnest money shall be held by the *[check one]* ☒ Seller's Broker ☐ Buyer's Broker as "Escrowee", in trust for the mutual benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of

funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

5. CLOSING: Closing or escrow payout shall be ~~on~~ WITHIN 10 DAYS OF COMPLETION OF DUE DILIGENCE _____, 20____ or at such time as mutually agreed by the Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.

6. POSSESSION: Unless otherwise provided in Paragraph 39, Seller shall deliver possession to Buyer at the time of Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Broker.

7. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer *[check one]* ☒ has ☐ has not received a completed Illinois Residential Real Property Disclosure Report; *[check one]* ☐ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home"; *[check one]* ☒ has ☐ has not received a Lead-Based Paint Disclosure; *[check one]* ☐ has ☐ has not received the IEMA Pamphlet "Radon Testing Guidelines for Real Estate Transactions"; *[check one]* ☒ has ☐ has not received the Disclosure of Information on Radon Hazards.

8. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are $ N/A per _____ (and, if applicable, Master/Umbrella Association fees are $_____ per _____). Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity) confirmed prior to the Date of Acceptance. Installments due after the year of Closing for a Special Assessment Area or Special Service Area shall not be a proratable item and shall be payable by Buyer. The general Real Estate taxes shall be prorated as of the date of Closing based on 100 % of the most recent ascertainable full year tax bill. All prorations shall be final as of Closing, except as provided in Paragraph 20. If the amount of the most recent ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s).

9. ATTORNEY REVIEW: Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

(a) Approve this Contract; or

(b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or

(c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void; or

(d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void and this Contract shall remain in full force and effect.

Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 9(c). If Notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. *

*THE VILLAGE OF GLEN ELLYN SHALL HAVE 45 DAYS TO CONDUCT ITS DUE DILIGENCE KAS MJF

10. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: Buyer may conduct at Buyer's expense (unless otherwise provided by governmental regulations) a home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), and/or wood destroying insect infestation inspection of the Real Estate by one or more licensed or certified inspection service(s).

(a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects and are not a part of this contingency. **The fact that a functioning major component may be at the end of its useful life shall not render such component defective for purposes of this paragraph.** Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person performing any inspection. The home inspection shall cover only the major components of the Real Estate, including but not limited to central heating system(s), central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If radon mitigation is performed, Seller shall pay for any retest.

(b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection reports within five (5) Business Days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be null and void.

(c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void.

(d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's right to terminate this Contract under this Paragraph 10 and this Contract shall remain in full force and effect.

11. MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining a firm written mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before _____, 20____ for a *[check one]* ☐ fixed ☐ adjustable; *[check one]* ☐ conventional ☐ FHA/VA (if FHA/VA is chosen, complete Paragraph 35) ☐ other_____ loan of _____% of Purchase Price, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not exceed _____% per annum, amortized over not less than _____ years. Buyer shall pay loan origination fee and/or discount points not to exceed _____% of the loan amount. Buyer shall pay the cost of application, usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 33 if closing cost credits apply.) Buyer shall make written loan application within five (5) Business Days after the Date of Acceptance. **Failure to do so shall constitute an act of Default under this Contract. If Buyer, having applied for the loan specified above, is unable to obtain such loan commitment and serves Notice to Seller within the time specified, this Contract shall be null and void. If Notice of inability to obtain such loan commitment is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise provided in Paragraph 31, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.** Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the sale and/or closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30) days after Buyer's Notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a

purchase money mortgage upon the same terms, this Contract shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5) Business Days after Buyer's Notice of Seller's election to provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and shall sign all papers necessary to obtain the mortgage commitment and to close the loan.

12. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after the Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.**

13. FLOOD INSURANCE: Unless previously disclosed in the Illinois Residential Real Property Disclosure Report, Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area which requires Buyer to carry flood insurance. **If Notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after the Date of Acceptance or by the Mortgage Contingency deadline date described in Paragraph 11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

14. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

(a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.

(b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.

(c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires the personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.

(d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the receipt of the documents and information required by Paragraph 14(c), listing those deficiencies which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

(e) Seller shall not be obligated to provide a condominium survey.
(f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

15. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of Closing; covenants, conditions and restrictions of record; and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate.

16. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 15. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take the title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

17. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium (see Paragraph 14) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms to the current Minimum Standards of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

18. ESCROW CLOSING: At the election of either Party, not less than five (5) Business Days prior to Closing, this sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the Party requesting the escrow. If this transaction is a cash purchase (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.

19. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior to delivery of the deed the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by

condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

20. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

21. SELLER REPRESENTATIONS: Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received written notice from any governmental body regarding:

(a) zoning, building, fire or health code violations that have not been corrected;
(b) any pending rezoning;
(c) boundary line disputes;
(d) any pending condemnation or Eminent Domain proceeding;
(e) easements or claims of easements not shown on the public records;
(f) any hazardous waste on the Real Estate;
(g) any improvements to the Real Estate for which the required permits were not obtained;
(h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
(i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

Seller further represents that:

1. There *[check one]* ☐ is ☒ is not a pending or unconfirmed special assessment affecting the Real Estate by any association or governmental entity payable by Buyer after date of Closing.
2. The Real Estate *[check one]* ☐ is ☒ is not located within a Special Assessment Area or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

If any of the representations contained herein regarding a Special Assessment Area or Special Service Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If Notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after the Date of Acceptance or by the Mortgage Contingency deadline date described in Paragraph 11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller's representations contained in this paragraph shall survive the Closing.

22. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear and tear excepted.

23. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:
(a) Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the party designated in such ordinance.
(b) Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

25. FACSIMILE OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this Contract may be terminated by either Party, the following shall be deemed incorporated: "and earnest money refunded to Buyer upon written direction of the Parties to Escrowee or upon entry of an order by a court of competent jurisdiction". There shall be no disbursement of earnest money unless Escrowee has been provided written direction from Seller and Buyer. Absent a direction relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of Interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the Interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

27. NOTICE: Except as provided in Paragraph 31(C)(2) regarding the manner of service for "kick-out" Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:
(a) By personal delivery; or
(b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
(c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
(d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown on this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or
(e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-Prevailing Party as ordered by a court of competent jurisdiction.

29. CHOICE OF LAW/GOOD FAITH: All terms and provisions of this Contract including but not limited to the Attorney Review and Professional Inspection Paragraphs shall be governed by the laws of the State of Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

30. OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties and the following attachments, if any: 440-"AS-IS"

OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)

____ ____ ____ **31. SALE OF BUYER'S REAL ESTATE:**
[Initials]

(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

(1) Buyer owns real estate commonly known as (address):

(2) Buyer *[check one]* ☐ has ☐ has not entered into a contract to sell said real estate.
If Buyer has entered into a contract to sell said real estate, that contract:
(a) *[check one]* ☐ is ☐ is not subject to a mortgage contingency.
(b) *[check one]* ☐ is ☐ is not subject to a real estate sale contingency.
(c) *[check one]* ☐ is ☐ is not subject to a real estate closing contingency.

(3) Buyer *[check one]* ☐ has ☐ has not listed said real estate for sale with a licensed real estate broker and in a local multiple listing service.

(4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer *[check one]*
(a) ☐ Shall list said real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after the Date of Acceptance. [For information only] Broker: _____
Broker's Address: _____ Phone: _____.
(b) ☐ Does not intend to list said real estate for sale.

(B) CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:

(1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full force and effect.** (If this paragraph is used, then the following paragraph **must** be completed.)

(2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 31(B)(1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20____. **If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full force and effect.**

(3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 31(B)(1) (or after the date of this Contract if no date is set forth in Paragraph 31(B)(1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 31 and complies with Paragraph 31(D), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.**

(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

(1) If Seller accepts another bona fide offer to purchase the Real Estate while the contingencies expressed in Paragraph 31(B) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 31(B), subject to Paragraph 31(D).

(2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
   (a) By personal delivery effective at the time and date of personal delivery; or
   (b) By mailing to the addresses recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or
   (c) By commercial overnight delivery (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

(3) If Buyer complies with the provisions of Paragraph 31(D) then this Contract shall remain in full force and effect.

(4) If the contingencies set forth in Paragraph 31(B) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.

(5) Except as provided in Paragraph 31(C)(2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.

(6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

(D) WAIVER OF PARAGRAPH 31 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph 31(B) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of $_____ in the form of a cashier's or certified check within the time specified. **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.**

(E) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.

____ ____ ____ ____ **32. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before _____, 20____. **In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. Seller's notice to the purchaser under the prior**

contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.

____ ____ ____ ____ **33. CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the HUD-1 Settlement Statement, **and if not, such lesser amount as the lender permits,** Seller agrees to credit to Buyer at Closing $_____ to be applied to prepaid expenses, closing costs or both.

____ ____ ____ ____ **34. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other required forms), shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. **Buyer shall be responsible for any administrative fee (not to exceed $100) charged for setting up the account.** In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days prior to the anticipated Closing date.

____ ____ ____ ____ **35. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall be applicable: **Required FHA or VA amendments and disclosures shall be attached to this Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and ***[check one]*** ☐ shall ☐ shall not be added to the mortgage loan amount.

____ ____ ____ ____ **36. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for interim financing on or before _____, 20____ in the amount of $_____. **If Buyer is unable to secure the interim financing commitment and gives Notice to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.**

____ ____ ____ ____ **37. WELL AND/OR SEPTIC/SANITARY INSPECTIONS:** Seller shall obtain at Seller's expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test (and lead test for FHA loans) and/or a septic report from the applicable County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in proper operating condition with no defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a defect or deficiency and the cost of landscaping together exceed $3,000.00, and if the Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than one (1) Business Day prior to Closing.

____ ____ ____ ____ **38. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 10, within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) months prior to the date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the report to proceed with the purchase or declare this Contract null and void.

436 ____ ____ ____ ____ **39. POST-CLOSING POSSESSION:** Possession shall be delivered no later than 11:59 P.M.
437 on the date that is _____ days after the date of Closing ("the Possession Date"). Seller shall be responsible
438 for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession.
439 Seller shall deposit in escrow at Closing with _____, *[check one]* ☐ one percent (1%) of the
440 Purchase Price or ☐ the sum of $_____ to be paid by Escrowee as follows:
441 (a) The sum of $_____ per day for use and occupancy from and including the day after
442 Closing to and including the day of delivery of Possession, if on or before the Possession Date;
443 (b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day
444 after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate;
445 and
446 (c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 22
447 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the
448 possession escrow deposit referred to above. Nothing herein shall be deemed to create a
449 Landlord/Tenant relationship between the Parties.

450 MJ KAS **40. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its
451 "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or
452 guarantees with respect to the condition of the Real Estate have been made by Seller or Seller's Designated
453 Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at
454 Buyer's expense. In that event, Seller shall make the Real Estate available to Buyer's inspector at reasonable
455 times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by
456 the acts or negligence of Buyer or any person performing any inspection. **In the event the inspection reveals**
457 **that the condition of the Real Estate is unacceptable to Buyer and Buyer so notifies Seller within five (5)**
458 **Business Days after the Date of Acceptance, this Contract shall be null and void. Failure of Buyer to notify**
459 **Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under**
460 **this paragraph and this Contract shall remain in full force and effect.** Buyer acknowledges that the
461 provisions of Paragraph 10 and the warranty provisions of Paragraph 3 do not apply to this Contract.

462 ____ ____ ____ ____ **41. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
463 consented to _____
464 (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to
465 Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

466 ____ ____ ____ ____ **42. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the
467 Real Estate by _____
468 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's
469 Specified Party does not approve of the Real Estate and Notice is given to Seller within the time specified,
470 this Contract shall be null and void. If Notice is not served within the time specified, this provision shall be
471 deemed waived by the Parties and this Contract shall remain in full force and effect.

472 ____ ____ ____ ____ **43. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon
473 the Parties entering into a separate written agreement consistent with the terms and conditions set forth
474 herein, and with such additional terms as either Party may deem necessary, providing for one or more of the
475 following: *(check applicable boxes)*

476 ☐ Articles of Agreement for Deed or	☐ Assumption of Seller's Mortgage	☐ Commercial/Investment
477 Purchase Money Mortgage	☐ Cooperative Apartment	☐ New Construction
478 ☐ Short Sale	☐ Tax-Deferred Exchange	☐ Vacant Land

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

The Parties represent that the text of this form has not been altered and is identical to the official Multi-Board Residential Real Estate Contract 5.0.

9/12/13	
Date of Offer	DATE OF ACCEPTANCE
Village of Glen Ellyn, by	[signature]
Buyer Signature	Seller Signature
Mark Gray, Village Manager	
Buyer Signature	Seller Signature
MARK T. FRANZ, Village Manager	KATHLEEN SLUCAS
Print Buyer(s) Name(s) *[Required]*	Print Seller(s) Name(s) *[Required]*
535 Duane St.	210 S REDBUD TRAIL
Address	Address
Glen Ellyn IL 60137	BUCHANAN, MI 49107
City State Zip	City State Zip
Phone E-mail	Phone E-mail

FOR INFORMATION ONLY

	RE/MAX SUBURBAN
Buyer's Broker MLS #	Seller's Broker MLS #
	LISA CLEAVER 221499
Buyer's Designated Agent MLS #	Seller's Designated Agent MLS #
	630-670-7093 630-281-5957
Phone Fax	Phone Fax
	LISA@LISACLEAVER.COM
E-mail	E-mail
	RICHARD KOCUREK RICK@KOCUREK LAW.COM
Buyer's Attorney E-mail	Seller's Attorney E-mail
	708-795-0230
Phone Fax	Phone Fax
Mortgage Company Phone	Homeowner's/Condo Association (if any) Phone
Loan Officer Phone/Fax	Management Co. /Other Contact Phone

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Approved by the following organizations as of July 20, 2009

Illinois Real Estate Lawyers Association · DuPage County Bar Association · Will County Bar Association
Northwest Suburban Bar Association · Chicago Association of REALTORS®
Mainstreet Organization of REALTORS® · Aurora-Tri County Association of REALTORS® · West Towns Board of REALTORS®
REALTOR® Association of Northwest Chicagoland · REALTOR® Association of the Fox Valley
Oak Park Area Association of REALTORS® · McHenry Association of REALTORS® · Three Rivers Association of REALTORS®
North Shore–Barrington Association of REALTORS®

Seller Rejection: This offer was presented to Seller on _____, 20____ at ____:____ AM/PM and rejected on _____, 20____ at ____:____ AM/PM ____ ____ (Seller initials).

MAINSTREET ORGANIZATION OF REALTORS®
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property commonly known as: 59 S. PARK BLVD.

City of GLEN ELLYN **County of** DUPAGE **, Illinois.**

Seller's Disclosure (Initial)

RAS (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

RAS (b) Records and Reports available to the seller (check one below):

- ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____
- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

_____(c) Purchaser has received copies of all information listed above.

_____(d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home.*

_____(e) Purchaser has (check one below):

- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the *presence of lead-based paint and/or lead-based paint hazards.*

Seller's Designated Agent's Acknowledgment (Initial)

JC (f) Seller's Designated Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller Karen L. Sloan	Purchaser Village of Glen Ellyn, by
Seller _____	Purchaser Mark Fix, Village Manager
Date 09-08-2013	Date 9/12/13
Seller's Designated Agent Julie A Cain	Purchaser's Designated Agent _____
Date 9-9-13	Date _____

Illinois Association of REALTORS®
RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 59 S. PARK BLVD

City, State & Zip Code: GLEN ELLYN, ILLINOIS 60137

Seller's Name: KATHLEEN A. SLUCAS

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 09/08, 2013, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

	YES	NO	N/A	
1.	___	X	___	Seller has occupied the property within the last 12 months. (No explanation is needed.)
2.	X	___	___	I am aware of flooding or recurring leakage problems in the crawlspace or basement.
3.	___	X	___	I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4.	___	X	___	I am aware of material defects in the basement or foundation (including cracks and bulges).
5.	___	X	___	I am aware of leaks or material defects in the roof, ceilings or chimney.
6.	___	X	___	I am aware of material defects in the walls or floors.
7.	___	X	___	I am aware of material defects in the electrical system.
8.	___	X	___	I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
9.	___	___	X	I am aware of material defects in the well or well equipment.
10.	___	X	___	I am aware of unsafe conditions in the drinking water.
11.	___	X	___	I am aware of material defects in the heating, air conditioning, or ventilating systems.
12.	___	___	X	I am aware of material defects in the fireplace or woodburning stove.
13.	___	X	___	I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14.	___	X	___	I am aware of unsafe concentrations of radon on the premises.
15.	___	X	___	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16.	___	X	___	I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17.	___	X	___	I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18.	___	X	___	I am aware of current infestations of termites or other wood boring insects.
19.	___	X	___	I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
* 20.	___	X	___	I am aware of underground fuel storage tanks on the property.
21.	___	X	___	I am aware of boundary or lot line disputes.
22.	___	X	___	I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23.	___	X	___	I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

SELLER: Kathleen A. Slucas 09/08/2013

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

#2 SMALL AMOUNT OF SEEPAGE IN HEAVY RAINS

#9. NO WELL

#12 NO FIREPLACE

* 20 FUEL OIL TANK IN BASEMENT

Check here if additional pages used:

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT
ARTICLE 2: DISCLOSURES
765 ILCS 77/5 et seq.

Section 5: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

"Seller" means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, "seller" shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. The provisions of the Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgement, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgement or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. The disclosures required of a seller by this Act, shall be made in the following form: [form on reverse side]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of the Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

1) personal or facsimile delivery to the prospective buyer;

2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement, or

3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of the Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of the Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. No action for violation of the Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Village of Glen Ellyn, by Mark Franz, Village Manager

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DISCLOSURE OF INFORMATION ON RADON HAZARDS

(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

_____(a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain)

_____(b) Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.

KAS (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.

KAS (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

_____(e) Purchaser has received copies of all information listed above.

_____(f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

JC (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller	[signature]	Date	09-08-2013
Seller		Date	
Purchaser	Village of Glen Ellyn, by	Date	9/12/13
Purchaser	[signature], Village Manager	Date	
Agent	[signature]	Date	9-9-13
Agent		Date	
Property Address	59 S PARK BLVD	City, State, Zip Code	GLEN ELLYN ILLINOIS 60137

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MOLD DISCLOSURE

Printed Name(s) of Seller(s) KATHLEEN A. SLUCAS

Printed Name(s) of Buyer(s) _____

Property Address 59 S. PARK BLVD GLEN ELLYN ILL. 60137

1. **SELLER DISCLOSURE.** To the best of Seller's actual knowledge, Seller represents:

   a. The property described herein ☐ **has** ☒ **has not** been previously tested for molds, fungi, mildew and similar organisms ("molds");

Note: If answer to a. is "has not," then skip b. and c. and go to Section #2.
If answer to a. is "has," then complete b. and c.

   b. The molds found ☐ **were** ☐ **were not** identified as toxic or harmful molds;

   c. With regard to any molds that were found, measures ☐ **were** ☐ **were not** taken to remove those molds.

Buyers Initials

☐ ☐ 2. **MOLD INSPECTIONS.** Molds, fungi, mildew, and similar organisms may exist in the property of which the Seller is unaware and has no actual knowledge. These contaminant's generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plan pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

3. **RECEIPT OF COPY.** Seller and Buyer has read this Mold Disclosure and by their signatures hereon acknowledge receipt of a copy thereof.

Seller: Kathleen A. Slucas Date: 09-08-2013

Seller: _____ Date: _____

Buyer: Village of Glen Ellyn, by Date: _____

Buyer: Mark Gray, Village Manager Date: 9/12/13

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NOTICE OF NO AGENCY RELATIONSHIP

Name of "Sales Associate" LISA CLEAVER

Name of Brokerage Company RE/MAX SUBURBAN

Property Address 59 S. PARK, GLEN ELLYN, IL 60137

☒ **NOTICE OF NO AGENCY RELATIONSHIP**
(Check here if you represent either seller or buyer)

Thank you for giving Sales Associate the opportunity to SHOW VILLAGE REPRESENTATIVES THE ABOVE PROPERTY
(Insert description of work, i.e. showing property of a FSBO)
in regard to the above mentioned property.

Sales Associate's broker has previously entered into an agreement with a client to provide certain real estate brokerage services through a Sales Associate who acts as that client's designated agent. As a result, Sales Associate will not be acting as your agent but as the agent of the KATHLEEN SUCHAS (insert buyer or seller).

☐ **NOTICE OF MINISTERIAL ACTS**
(Check here if you do not represent either buyer or seller at this time)

Thank you for giving Sales Associate the opportunity to _____
(Insert description of work, i.e. listing presentation)
in regard to the above mentioned property.

Under State law this activity does not result in the Sales Associate acting as your agent. Should you decide to enter into a real estate brokerage services agreement with Sales Associate's broker, then Sales Associate can be designated as your agent.

THIS NOTICE OF NO AGENCY IS BEING PROVIDED AS REQUIRED BY STATE LAW.

Sales Associate Signature _____ Date _____

Customer Signature _____ Customer Signature _____

VILLAGE MANAGER FOR VILLAGE OF GLEN ELLYN

MARK FRANZAS
Print Customer's Name

Print Customer's Name

Date 9/16/13 Date _____

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A-7

MEMORANDUM

TO: Mark Franz, Village Manager

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

DATE: October 8, 2013

SUBJECT: Lenox / Linden Rehabilitation (Part of CELL Project)
Street Configuration and New Sidewalk Issues:
Continuation of Village Board Consideration of Capital Improvements Commission Recommendations

SUMMARY

At the Village Board workshop conducted on September 16, 2013, the Board began the process of reviewing and considering various recommendations of the Capital Improvements Commission involving roadway and sidewalk design for the upcoming rehabilitation of Lenox Road between Hawthorne and Oak and Linden Street between Main and Lenox. At the Board workshop, staff and Park District presentations were provided; questions were answered by Park District, three Capital Improvements commissions and Village staff; and input was received from numerous residents. At the close of the resident input portion, Board deliberations were deferred to another meeting due to the lateness of the hour, the number and intricacy of the issues, and to obtain full Board participation in the discussions, as two trustees could not attend the September workshop.

The Village Board is respectfully requested to consider the information provided and to render decisions on the CIC recommendations. This direction is sought in order to permit the engineering consultant to finalize designs and develop plans and contract documents. Timely decisions are critical to keeping the project on schedule for bidding as early as possible in the 2014 construction season. In advance of the planned continuance of the Board considerations, a letter of invitation was mailed in early October to Lake Ellyn Park area residents interested in Lenox roadway and Lenox/Linden new sidewalk issues to attend the October 14, 2013 Village Board meeting.

CIC RECOMMENDATIONS

To recap, there are **six** Capital Improvements Commission recommendations under consideration associated with the Lenox-Linden roadway improvements projects:

1. From Hawthorne to Linden, the width of Lenox be **28 ft. wide** from back-of-curb to back-of-curb with **parallel parking** and using an asphalt paving surface

2. At the intersection of Lenox with Linden, **do not raise the pavement surface**, but provide an alternate bid item for modular pavers in lieu of an asphalt paving surface

3. From Linden to Essex, the width of Lenox be **28 ft. wide** from back-of-curb to back-of-curb, with width adjustments at existing tree locations conforming to professional arborist recommendations, and **parallel parking** using an asphalt paving surface

4. Between Essex and Oak on Lenox, **no change in roadway width** and **no new sidewalk** installed on the east side of the roadway where none currently exists

5. Construct **new sidewalk** on the east side of Lenox between Hawthorne and Essex

6. Construct **new sidewalk** on the south side of Linden between Main and Lenox

Each recommendation received the unanimous endorsement of the Capital Improvements commissioners in attendance at the February and April meetings.

A large packet of material was provided in advance of the September Board workshop. Limited excerpts from that package – consisting of the cover memo and the latest plan layout prepared in April 2013 – are enclosed for reference and background information.

RECAP OF SEPTEMBER WORKSHOP

Professional Engineer Bob Minix made the staff presentation, providing project background and presenting the CIC recommendations with commentary on the development and considerations associated with each one.

Glen Ellyn Park District Executive Director Dave Harris summarized the District's interests and involvement with the Lenox-Linden project, particularly in reference to the Lake Ellyn Park Master Plan Study completed late in 2012.

Village Board members asked a variety of questions and offered initial opinions on certain design elements. Respondents to the Board questions included Public Works, Police, Park District and CIC members in attendance.

Public input was received from a number of residents:

- Carolyn Oesterle (625 Lake) spoke in opposition of widening Lenox Road due to potential traffic speed and tree impact concerns based on personal research and studies of Village street conditions that she has undertaken in the past year
- Eleanor Saliamonas (626 Newton) spoke in opposition to roadway widening and new sidewalks due to impervious area increases and potential harm to trees
- Gloria Shonkwiler (646 Park) spoke in opposition to new sidewalk on Linden due to safety problems with curbside walk, private vehicle parking problems, tree impacts, esthetics and potential drainage impacts on her property
- Reis Kayser (721 Lenox) supported the CIC recommendation for no sidewalk between Essex and Oak to avoid driveway egress, parking, landscape and tree disruptions

- Christa Mannion (715 Lenox) does not want sidewalk on the east side of Lenox in any location and opposed widening Lenox north of Linden
- The new resident at 645 Main (southeast corner of Main and Linden) expressed concerns and questions about the proposed sidewalk on Linden
- Sherri Shonkwiler (435 Main) said sidewalk on one side of Linden is sufficient
- Donna Jennings (725 Lenox) recommended reinstituting a park zone speed limit on Lenox and did not support new sidewalks due to increased flooding potential
- David Rennard (621 Linden) spoke in opposition to new sidewalk on Linden due to limited usefulness, unsubstantiated need and adverse impacts on the neighborhood
- David Allen (655 Oak) spoke in favor of the use of permeable pavers – particularly in parking lanes – and that lighting and signage per the Lake Ellyn Park master plan be included in the project
- Kathy Cornell (678 Forest) wanted to preserve trees and create more green space around the park and recommended that Lenox be made a one-way (northbound) street, preferably at a narrower width
- Chris Murtaugh (660 Lenox) does not feel that adequate justification for changing the width of Lenox Road has been provided, so no change should be made
- Jim Bertholdt (674 Essex) supports the assertions and conclusions made by Carolyn Oesterle and felt that nothing presented to date adequate refutes her recommendations

DESIGN DECISIONS – VILLAGE MANAGEMENT POSITIONS

Manager Mark Franz recently summarized Village Management staff positions on the six Capital Improvements Commission recommendations in a tabular format. The table is attached hereto, immediately after this memorandum.

enc. as noted

cc: Kristen Schrader, Assistant to the Village Manager – Administration
Jeff Perrigo, Civil Engineer
Capital Improvements Commission

Lenox Improvements-Design Decisions

Issues		*Management*
#1a	Width of Lenox between Hawthorne/Linden	
	Status Quo (25ft)	
	28ft	x
#1b	Delineate Parking (yes/no)	
	Pavers in parking lane	x
	No pavers in parking lane	
#2	Linden/Lenox Intersection	
	Status Quo	
	Alternate Bid modular pavers	
	Modular pavers included in base bid	x
#3a	Width of Lenox between Linden/Essex	
	Status Quo (25ft)	
	28ft	
	New Alternative: 27 ft	x
#3b	Redesign to protect oaks	
	Bump outs to protect trees, reducing parking	
	No bump outs to protect trees	x
#4a	Width of Lenox between Essex and Oak	
	Status Quo	x
	Widen ?	
#4b	Sidewalk on Lenox between Essex and Oak	
	Carriage sidewalk only	x
	No Sidewalk	
#5a	Sidewalk on Lenox between between Hawthorne and Essex	
	Carriage walk and winding path as presented at Workshop	x
	Alternate design?	
#5b	Sidewalk materials	
	Brick pavers instead of concrete, cost difference and maintence to be Park District Responsibility	x
	Concrete	
#6	Linden Sidewalk	
	Yes to sidewalk	x
	No sidewalk	
	Questions:	*Answers*
	one way street possibility-Not supported by neighbors	No
	How many trees may we lose	Lenox, south of Linden, = 0 Lenox, north of Linden = 0 if we bump out OR reduce width by 1 or 2 feet Linden=2-4; confirming that #
	Does Park District have plans for additional connectivity of path system to proposed sidewalk	Yes
	What is policy of Village with regard to parkways	Attempt to repair as we found it, to minimize the impact of any project
	Do we need enhanced parking to accommodate Park District Master Plan initiatives?	Yes, remodeling boat house; building picnic pavalion, more use of ten accommodate park use for the next 30 years

9/10/13 Staff Memo w/ Lenox-Linden plans

MEMORANDUM

TO: Mark Franz, Village Manager

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

DATE: September 10, 2013

SUBJECT: Lenox / Linden Rehabilitation (Part of CELL Project)
Street Configuration and New Sidewalk Issues:
Capital Improvements Commission Recommendations
Request for Village Board Review and Consideration

SUMMARY

Various design issues associated with the pending roadway improvements project on Lenox and Linden near Lake Ellyn Park have been considered by the Capital Improvements Commission in 2013. The crux of the issues are twofold: First, parking on Lenox Road north of Hawthorne is consistently and heavily used throughout the year by park users and high school students; should the roadway and parking configuration be modified to promote easier travel through the corridor and, if so, to what extent? Second, what should be the coverage of new sidewalk on the east side of Lenox and the south side of Linden? The CIC recommendations include widening Lenox Road between Hawthorne and Essex by 3 feet and maintaining parallel parking; new sidewalk on the east side of Lenox (favoring a curbside alignment) in Lake Ellyn Park; no new sidewalk on the east side of Lenox between Essex and Oak; and new sidewalk on the south side of Linden between Main and Lenox (again favoring the curb side of the parkway).

ISSUES

Rehabilitation of Lenox between Hawthorne and Oak and Linden between Main and Lenox is scheduled for construction in 2014 as part of the newly expanded Chidester-Elm-Lenox-Linden (CELL) project. The project design engineers are RHMG Engineers of Mundelein. The consultant began work on the Lenox and Linden corridors in the fall of 2012.

The proposed Lenox-Linden project provides an opportunity for installation of additional improvements such as new sidewalk as well as an examination of modifications to the existing parking configuration adjacent to Lake Ellyn Park, owned and managed by the Glen Ellyn Park District. The timing of the roadway project designs overlaps the development of a new Lake Ellyn Park master plan and the Park District team has provided direct, timely and definitive input into the Lenox Road design process. Project issues of significance include the proposed roadway width on Lenox; parking configuration on Lenox, particularly adjacent to Lake Ellyn Park; and new sidewalk on the east side of Lenox Road and the south side of Linden Street. Various additional design

elements or considerations include materials of construction, stormwater management, traffic calming, utility undergrounding, sidewalk connections and street lighting.

Earlier this year, the Capital Improvements Commission conducted a sequence of meetings focusing on various design issues associated with Lenox and Linden and developed a series of recommendations. The purpose of this memorandum is to present the CIC recommendations with associated background information and summary of commissioner discussions for each.

BACKGROUND

The proposed project scope of work includes reconstruction of Lenox with the removal and replacement of the entire road cross-section and enhanced resurfacing of Linden featuring new curb and gutter, new driveway approaches and new asphalt surface on top of the existing roadway base. The existing roadway width on Lenox is 25 ft. from back-of-curb to back-of-curb. Parallel parking is permitted only on the east side of Lenox between Hawthorne and Essex with parking prohibited between 10:00 PM and 6:00 AM and limited to three hours on school days between 8:00 AM and 5:00 PM; north of Essex, parking is allowed on both sides of the street with no time-of-day restrictions. Linden is 21 ft. back-to-back with no parking allowed on the north side of the street between Forest and Lenox and on the south side of the street in a short mid-block segment between Park and Lenox. Parking in the entire corridor is also prohibited between 10:00 PM and 6:00 AM and limited to three hours on school days between 8:00 AM and 5:00 PM. Both roadways are designated as Snow Routes. There is no public sidewalk on the east side of Lenox between Hawthorne and Oak. On the south side of Linden there is no existing sidewalk except for a short stretch immediately east of Park.

Starting last year, the CIC discussed various aspects of the Lenox-Linden improvements project. The September and October 2012 and January 2013 meetings were substantially devoted to Lenox Road design issues. The commissioners reviewed preliminary Lenox Road layouts for parking and sidewalk. The Park District provided presentations at the September 2012 and January 2013 meetings. Interested residents also participated, appearing at all the meetings (including November 2012) to present various viewpoints and offer input. The CIC required three meetings – February, March and April 2013 – to work through the various issues and to develop and refine their recommendations.

In conjunction with the CIC, Village staff and consultants produced preliminary layouts of three possible Lenox Road roadway/parking alternatives including a parallel parking option with a street width of 28 ft. back-to-back; a 60 degree angle parking option adjacent to Lake Ellyn Park incorporating a pod concept and a street width of 21 ft. back-to-back in locations without parking stalls; and a 45 degree angle parking option, again with a pod concept and a street width of 21 ft. back-to-back in non-parking bay areas. The CIC recommendations for Lenox Road street configuration and new sidewalk between Essex and Oak were formulated in February 2013. New sidewalk plans were initially developed and assessed primarily at the March 2013 meeting, with CIC comments incorporated into modified sidewalk plans that formed the basis for the April 2013 sidewalk recommendations.

CAPITAL IMPROVEMENTS COMMISSION FORMAL CONSIDERATIONS

At each of the February – April 2013 Capital Improvements Commission meetings, the commissioners heard a staff presentation on the various issues, asked questions and discussed project particulars with staff, took input from audience members and began deliberations. The approved minutes from the three CIC meetings where formal deliberations took place provide a detailed summary of the roadway and sidewalk discussions and citizen interactions from those evenings.

The **staff presentation** provided an overview and background on the issues and CIC process. To summarize, Public Works staff supported:

- Roadway improvements that improve two-way traffic flow on Lenox, particularly between Hawthorne and Linden, but does not diminish the parking inventory
- Sidewalk on the east side of Lenox between Hawthorne and Oak
- Sidewalk on the south side of Linden with the caveat that sidewalk benefits must be weighed against disruption to a corridor with short setbacks, mature trees and home-owner maintained landscaping areas in the parkways.
- Close adherence to the recommendations of the Glen Ellyn Park District where practicable and appropriate. Please note that staff does not categorically support each and every suggestion of the Park District, but essential compatibility with the Lake Ellyn Park master plan is very desirable.

Stakeholder comments included concerns regarding safety impacts of angle vs. parallel parking; lack of need to increase street width ("good to be narrow and slow"); need for traffic calming measures; pedestrian safety; little apparent support for new sidewalk; position of the sidewalk; negative impacts on landscaping, trees and drainage; and setbacks from existing homes (Linden sidewalk).

CIC deliberations resulted in the development of four parking / roadway and three sidewalk recommendations for the various corridors of Lenox and Linden, as well as an overall recommendation to postpone the rehabilitation of Lenox and Linden from the original 2013 timetable to 2014 instead.

CIC RECOMMENDATIONS / MOTIONS (all passed unanimously)

1. Lenox Roadway from Hawthorne to Linden (February 2013): **From Hawthorne to Linden, the width of the roadway be 28 ft. wide from back-of-curb to back-of-curb with parallel parking and using an asphalt paving surface**

   The deliberations of the commissioners focused on the appropriate parking configuration and street width. The angle parking options were not favored by any of the commissioners, so a consensus to maintain the parallel parking on the east side of Lenox was readily achieved. A three-foot widening of the roadway was generally favored by the commissioners as a number of

them mentioned that with the heavy parking load, the street felt very cramped and two-way travel significantly inhibited. The 28 ft. width would provide an 8 ft. parking lane and two 9 ft. travel lanes on the roadway.

2. Lenox and Linden Intersection (February 2013): **At the intersection with Linden, do not raise the pavement surface, but provide an alternate bid item for modular pavers in lieu of an asphalt paving surface**

   In addition to the major issues of parking and street width, the commissioners deliberated the merits of various paving materials, traffic calming elements and decorative treatments. The intersection of Lenox and Linden was a focal point of these discussions that included possible installation of a speed table at the intersection as a traffic calming device; use of pervious pavers in the parking lane, for new sidewalks in the park or in the intersection for improved stormwater management; and providing an intersection treatment in pavers or some other form of stamped concrete or asphalt as a focal point / entry enhancement to Lake Ellyn Park. The CIC recommendation reflects support for an upgraded intersection treatment if fiscally prudent. There was no support for a traffic table at the intersection or the widespread use of pervious pavement materials for the whole or a portion of the roadway; hence the reference to the asphalt paving surface in many of the recommendations. It was felt that sidewalk material upgrades in Lake Ellyn Park should require Park District financial participation.

3. Lenox Roadway from Linden to Essex (February 2013): **From Linden to Essex, the width of the roadway be 28 ft. wide from back-of-curb to back-of-curb, with width adjustments at existing tree locations conforming to professional arborist recommendations, and parallel parking using an asphalt paving surface**

   While it was noted that the parking load adjacent to Lake Ellyn Park was generally less on Lenox between Linden and Essex and that there was no compelling reason why the roadway width could not vary along the corridor, the commissioners nevertheless recommended widening in this section of the street. This section contains the most valuable of the parkway trees along the park, a grove of oaks and hardwoods about 200 ft. in length, which would be buffered by reducing the street width through that zone based on the recommendations of a certified arborist, with likely some loss of parking.

4. Lenox Roadway and Sidewalk from Essex to Oak (February 2013): **Between Essex and Oak, no change in roadway width and no new sidewalk installed on the east side of the roadway where none currently exists**

   The engineering concept plan proposed for the section of Lenox between Essex and Oak offered a configuration of a reduced street width of 4 ft., with the former street area utilized for the installation of public sidewalk adjacent to the east curb. This alternative was developed in response to the degree of homeowner landscaping in the existing parkway, with the subsequent lack of a suitable corridor to install a new sidewalk. The commissioners struggled with this compromise configuration and ultimately decided against roadway narrowing and new sidewalk installation.

5. Lenox Sidewalk from Hawthorne to Essex (April 2013): **The revised configuration of the sidewalk on the east side of Lenox between Hawthorne and Essex as discussed at the April 9, 2013 meeting proceed to the next step of engineering for a 2014 project**

6. Linden Sidewalk from Main to Lenox (April 2013): **The revised configuration of the sidewalk on the south side of Linden between Main and Lenox as discussed at the April 9, 2013 meeting proceed to the next step of engineering for a 2014 project**

   The March and April CIC meetings were devoted to the new sidewalk issues in the Lenox and Linden corridors that were not deliberated on during the February meeting. The March meeting included input from stakeholders and various discussions, resulting in direction to staff to make various alignment modifications to both the Lenox and Linden sidewalks so that the commission's intent on the proposed sidewalks could be clearly conveyed. The commissioners wished to maximize the utility of the Lake Ellyn Park / Lenox Road sidewalk for the benefit of parkers. The Linden sidewalk would serve as a useful conduit to a Lake Ellyn Park destination, but should be positioned to limit impacts on residents on the south side of the roadway. Revised drawings were prepared and presented at the April meeting; both the sidewalks on Lenox and Linden favor the curb as much as possible. The commissioners clearly favored the installation of new sidewalk in both corridors and approved the revised drawings as a blueprint for the ultimate layout of the sidewalk in the project design documents.

ACTION REQUESTED

The Village Board is requested to review the material included herein and consider the Capital Improvements Commission recommendations for the Lenox and Linden corridors. Area residents have been invited to appear at the September 16, 2013 workshop to provide direct input to the Board. Public Works staff will be present at the upcoming Board workshop to provide the lead-off presentation and to answer any questions. Members of the Capital Improvements Commission will be invited to attend to assist with the presentation and, of course, answer any questions.

BACKGROUND INFORMATION

A very extensive series of documents are enclosed that provide most of the essential background on the Lenox and Linden design questions, with significantly more detail. This information includes:

- Layout drawings (two sheets) for Lenox Road showing parallel parking and a 28 ft. street width, presented at the February 2013 CIC meeting

- Layout drawings (three sheets) for Lenox sidewalk in Lake Ellyn Park and Linden sidewalk in the south parkway, presented at the April 2013 CIC meeting

- A staff memorandum to the Members of the Capital Improvements Commission dated February 8, 2013 providing background information and data, and requesting the CIC to develop recommendations for parking, street width and new sidewalk along Lenox and

Linden. The information transmitted to the commissioners in advance of the February meeting is substantially included herewith, including cover memo, meeting agenda; the aforementioned staff recommendation memo; minutes from the September 2012, October 2012, November 2012 and January 2013 CIC meetings; consultant memorandum; Park District correspondence; residence correspondence, statements and data; and audience sign-in list for the February CIC meeting.

- Approved minutes from the February 12, March 12 and April 9, 2013 Capital Improvements Commission meetings

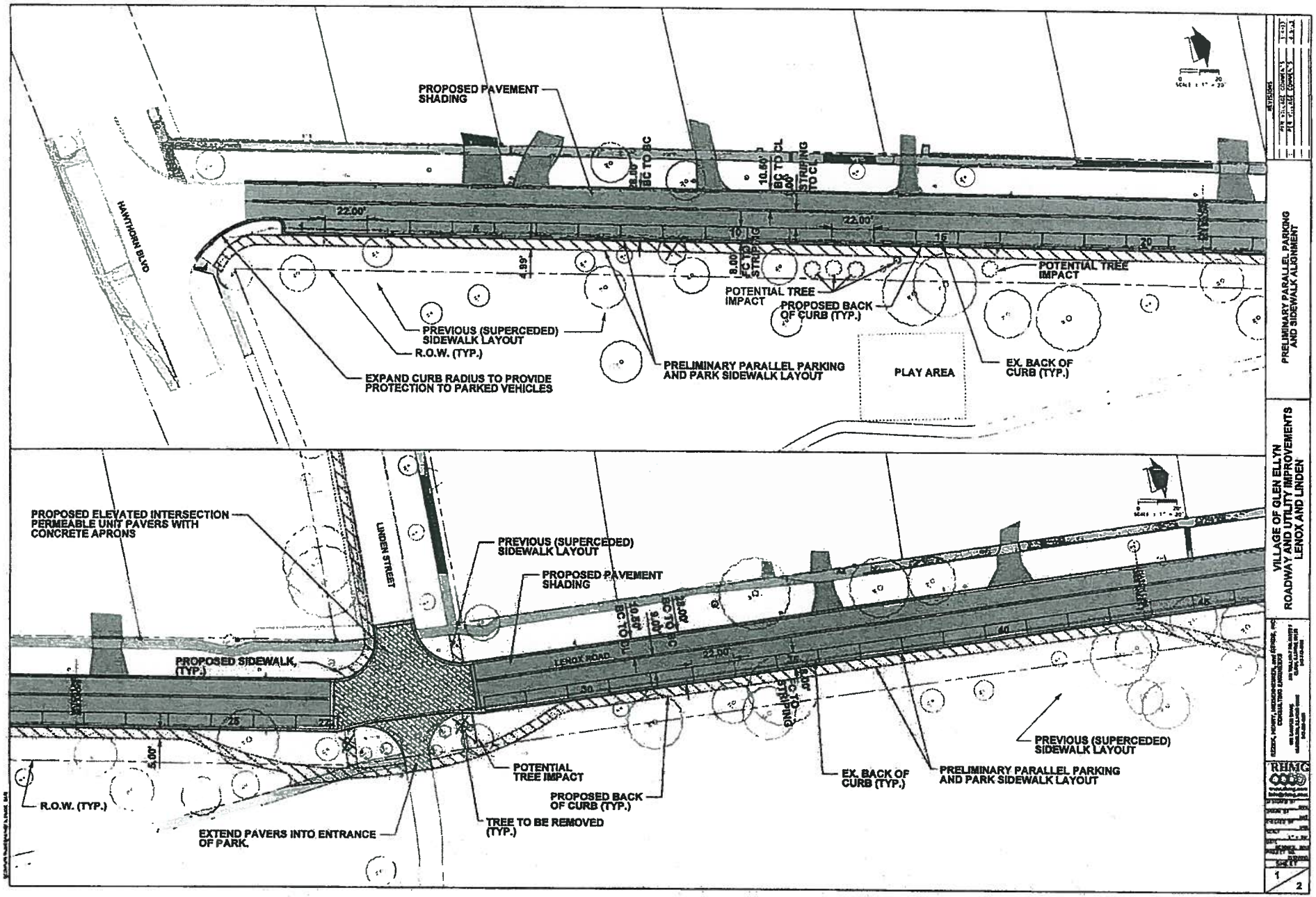
- A staff memorandum dated March 8, 2013 to the Members of the Capital Improvements Commission transmitting information regarding new sidewalk in the Lenox and Linden corridors. The memorandum was part of the pre-meeting packet that also included a cover memo and agenda.

- The April 2013 pre-meeting packet to the CIC with certain germane items including cover memo, agenda, information from Dr. Oesterle regarding her planned presentation, and resident correspondence regarding street width and sidewalk considerations.

- Information Letter No. 3 dated September 5, 2013 inviting Lake Ellyn Park area residents interested in Lenox roadway and Lenox/Linden new sidewalk issues to attend the September 16, 2013 Village Board workshop.

enc. as noted

cc: Kristen Schrader, Assistant to the Village Manager – Administration
Jeff Perrigo, Civil Engineer
Capital Improvements Commission


PROPOSED PAVEMENT SHADING
HAWTHORN BLVD
22.00'
22.00'
4.99'
8.00' FC TO STRIPING
10.50' BC TO CL
1.00' STRIPING TO CL
POTENTIAL TREE IMPACT
POTENTIAL TREE IMPACT
PROPOSED BACK OF CURB (TYP.)
PREVIOUS (SUPERCEDED) SIDEWALK LAYOUT
R.O.W. (TYP.)
EXPAND CURB RADIUS TO PROVIDE PROTECTION TO PARKED VEHICLES
PRELIMINARY PARALLEL PARKING AND PARK SIDEWALK LAYOUT
PLAY AREA
EX. BACK OF CURB (TYP.)
PROPOSED ELEVATED INTERSECTION PERMEABLE UNIT PAVERS WITH CONCRETE APRONS
LINDEN STREET
PREVIOUS (SUPERCEDED) SIDEWALK LAYOUT
PROPOSED PAVEMENT SHADING
LENOX ROAD
22.00'
10.50' BC TO CL
9.00'
28.00' BC TO BC
8.00' FC TO STRIPING
PROPOSED SIDEWALK, (TYP.)
5.00'
R.O.W. (TYP.)
EXTEND PAVERS INTO ENTRANCE OF PARK.
POTENTIAL TREE IMPACT
PROPOSED BACK OF CURB (TYP.)
TREE TO BE REMOVED (TYP.)
EX. BACK OF CURB (TYP.)
PRELIMINARY PARALLEL PARKING AND PARK SIDEWALK LAYOUT
PREVIOUS (SUPERCEDED) SIDEWALK LAYOUT
PRELIMINARY PARALLEL PARKING AND SIDEWALK ALIGNMENT
VILLAGE OF GLEN ELLYN
ROADWAY AND UTILITY IMPROVEMENTS
LENOX AND LINDEN
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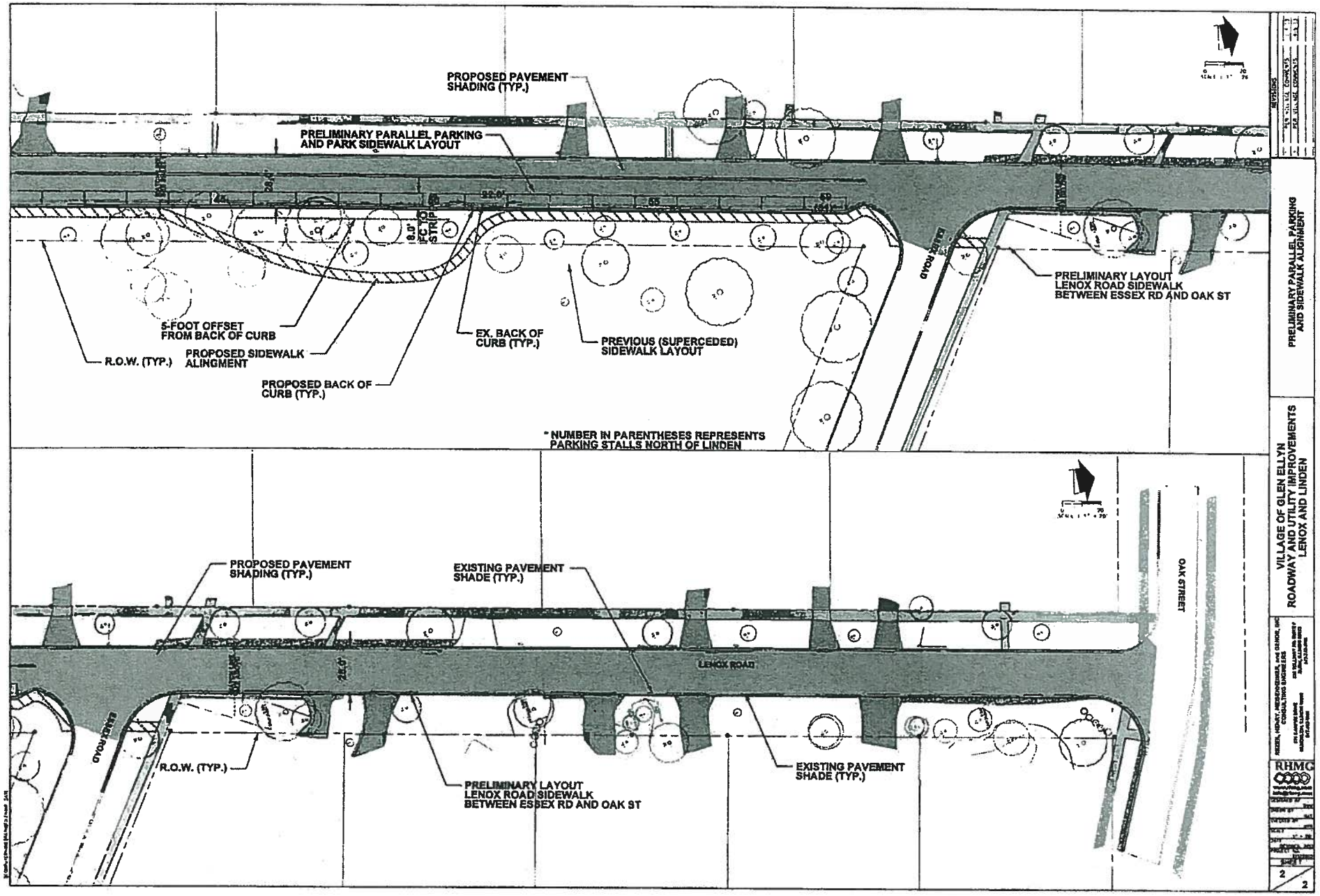
1
2


PROPOSED PAVEMENT SHADING (TYP.)
PRELIMINARY PARALLEL PARKING AND PARK SIDEWALK LAYOUT
5-FOOT OFFSET FROM BACK OF CURB
R.O.W. (TYP.)
PROPOSED SIDEWALK ALINGMENT
PROPOSED BACK OF CURB (TYP.)
EX. BACK OF CURB (TYP.)
PREVIOUS (SUPERCEDED) SIDEWALK LAYOUT
PRELIMINARY LAYOUT LENOX ROAD SIDEWALK BETWEEN ESSEX RD AND OAK ST
* NUMBER IN PARENTHESES REPRESENTS PARKING STALLS NORTH OF LINDEN
PROPOSED PAVEMENT SHADING (TYP.)
EXISTING PAVEMENT SHADE (TYP.)
R.O.W. (TYP.)
PRELIMINARY LAYOUT LENOX ROAD SIDEWALK BETWEEN ESSEX RD AND OAK ST
EXISTING PAVEMENT SHADE (TYP.)
LENOX ROAD
OAK STREET
ESSEX ROAD
PRELIMINARY PARALLEL PARKING AND SIDEWALK ALIGNMENT
VILLAGE OF GLEN ELLYN
ROADWAY AND UTILITY IMPROVEMENTS
LENOX AND LINDEN
RHMG

VILLAGE OF GLEN ELLYN
ROADWAY AND UTILITY IMPROVEMENTS
LENOX AND LINDEN
PRELIMINARY SIDEWALK LAYOUT
LINDEN STREET
LENOX ROAD
FOREST AVE
PARK BLVD
5.0'
LINDEN STREET SIDEWALK
PRELIMINARY LAYOUT
RELOCATE/REPLACE
EXISTING HEDGE
EX. SIDEWALK
TO BE REMOVED
UTILITY POLE
TO BE RELOCATED
EXISTING SIDEWALK
(TYP.)

A-8

MEMORANDUM

TO: Mark Franz, Village Manager

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

DATE: October 7, 2013

RE: October 14, 2013 Village Board Meeting
901 Winslow Circle - Zoning Variation Request

Background

The property owners, Anthony and Teresa DeMayo, are requesting approval of a variation from Glen Ellyn Zoning Code Section 10-4-8(D)5 to allow a lot fronting on two non-intersecting streets with two front yards (through lot) to have a swimming pool or other accessory structure in the front yard abutting St. Charles Road. This is the yard at the rear of the home and it is reasonable to treat this yard as a "rear" yard. The subject property is a corner through lot located on the northeast corner of the intersection of St. Charles Road and Newton Avenue and the southeast corner of Winslow Circle and Newton Avenue in the R2 Residential District. Notice of the public hearing was published in the Daily Herald on August 26, 2013. The Zoning Board of Appeals conducted a public hearing on the requested variation on Tuesday, September 10, 2013. At the meeting, no persons spoke in favor of or in opposition to the variation request.

Issues

The Zoning Board of Appeals was in favor of the variation because they felt that there are practical difficulties or particular hardships in the application of the Zoning Code regulations on this property and that the conditions on this property are unique and not generally applicable to other properties in this zoning district. Three sides of this lot front on a street and approximately only three other residential lots out of the 7,000+ lots in the Village have the same condition.

A nonconforming 6 foot high solid wood fence exists along the front yard lot line on St. Charles Road. A 6 foot high fence is currently only permitted if a no access provision has been recorded for that frontage, the fence is set back 4 feet from the lot line and landscaping is provided fronting the street. This fence continues east along five adjacent through lots and creates the privacy and security in these front yards that is generally associated with a rear yard.

Recommendation

At the public hearing on September 10, 2013, the Zoning Board of Appeals voted on a motion to recommend approval of the requested variation which carried with (5) "yes" votes and one (1) "no" vote. In accordance with this recommendation, staff has prepared an ordinance to **approve** the requested variation. Other than the petitioner, no persons spoke in support of or in opposition to the variation request.

Board members in support of the variation felt that the three street frontages on this lot were a hardship and unique condition and that the existing 6-foot high fence and landscaping along the inside of the fence provided adequate screening from St. Charles Road. Board members who had concerns or opposed the variation felt that some accessory structures and uses in a rear yard such as vehicle storage should not be permitted and that the variation should be limited to the proposed swimming pool.

Action Requested

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

Attachments

- Minutes of ZBA meeting dated September 10, 2013
- Photo of the Subject Property
- Location Map
- Ordinance
- Petitioners' Application packet

CC: Anthony and Teresa DeMayo

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ZONING BOARD OF APPEALS
MINUTES
SEPTEMBER 10. 2013

The meeting was called to order by Acting Chairperson Edward Kolar at 7:32 p.m. Board Members James Bourke, Gregory Constantino, Larry LaVanway, Meg Maloney, John Micheli and Chip Miller were present. Chairman Rick Garrity was excused. Also present were Trustee Liaison Tim Elliott, Building and Zoning Official Joe Kvapil and Recording Secretary Barbara Utterback.

Acting Chairman Kolar described the proceedings of the Zoning Board of Appeals.

ZBA Member Micheli moved, seconded by ZBA Member Constantino, to approve the minutes of the April 23, 2013 Zoning Board of Appeals meeting. The motion carried unanimously by voice vote.

One public hearing was on the agenda for the property at 901 Winslow Circle. A second public hearing scheduled for this meeting regarding 475 Hillside Avenue was postponed as the public hearing notice needed to be revised and republished in the newspaper.

PUBLIC HEARING – 901 WINSLOW CIRCLE
A REQUEST FOR APPROVAL OF A VARIATION FROM GLEN ELLYN ZONING CODE SECTION 10-4-8(D)5 TO ALLOW A LOT FRONTING ON TWO NON-INTERSECTING STREETS WITH TWO FRONT YARDS (THROUGH LOT) TO HAVE THE FRONT YARD ON ST. CHARLES ROAD DESIGNATED AS A REAR YARD IN WHICH A SWIMMING POOL IS A PERMITTED ACCESSORY STRUCTURE.
(Anthony and Teresa DeMayo, owners)

Staff Report

Building and Zoning Official Joe Kvapil stated that Anthony and Teresa DeMayo, owners of the property at 901 Winslow Circle, are requesting approval of a variation from the Glen Ellyn Zoning Code, Section 10-4-8(D)5, to allow a lot fronting on two non-intersecting streets with two front yards (through lot) to have the front yard on St. Charles Road designated as a rear yard in which a swimming pool and other accessory structures would be permitted uses. Mr. Kvapil displayed a map of the subject area and stated that the property is located in the R2 Residential Zoning District. He added that the subject property is defined as a corner through lot between the intersection of Winslow Circle and Newton Avenue and the intersection of Newton Avenue and St. Charles Road. He stated that the property has two front yards on Winslow Circle and St. Charles Road. Mr. Kvapil stated that there are very few lots in the Village that have two front yards which makes this situation very unique. Mr. Kvapil stated that the zoning and land use surrounding the property is single-family residential. He also stated that St. Charles Road is a DuPage County collector street with higher speed limits and traffic

volume than Newton Avenue or Winslow Circle. Mr. Kvapil stated that no zoning variations have been granted for the subject property and that permits have been issued in the past for a fence, a new home and a deck. Mr. Kvapil stated that the subject development which consists of approximately 40 homes is called Danby Woods and was annexed into the Village in 1988.

Mr. Kvapil displayed a plat of survey and stated that the owners propose to construct an above ground swimming pool in the front yard facing St. Charles Road. He stated that the Zoning Code does not allow accessory structures in front yards and because this lot is a through lot, they have a front yard on St. Charles Road and a front yard on Winslow Circle. He stated that the owners are requesting a variation to change the designation of the yard that faces St. Charles Road from a front yard to a rear yard. He added that a rear yard allows a swimming pool as an accessory structure as well as other types of accessory structures such as sport courts, sheds, decks, air conditioners, etc. He stated that a 6-foot high fence can be constructed on a rear yard lot line, however, the maximum height of a fence in a front yard is 4 feet and it must be 50% open. Mr. Kvapil stated that there currently is a 6-foot high solid wood fence along St. Charles Road which is a legal, existing, nonconforming condition. He added that a permit was granted for the fence one year before the house was built and that the fence can be maintained but not reconstructed if removed unless a variation is granted. Mr. Kvapil added that a 6-foot high fence could be constructed in the rear yard of the subject property. Mr. Kvapil also stated that a recreational vehicle could be parked in the open rear yard in lieu of behind the front building line.

Mr. Kvapil stated that the subject property is not located within any designated flood hazard area but is within a locally identified depressional area. He displayed a depressional area map which he stated goes beyond FEMA maps that show designated floodplains. He stated these maps indicate where low spots are located in the Village that would retain water during heavy rain events but are not problematic. Mr. Kvapil added that one other requirement of a depressional area is that some mitigation must be done when a building permit is required for any project that exceeds 300 square feet. He also stated that requirements for the proposed swimming pool would be evaluated when the permit is submitted to the Building Department. Mr. Kvapil stated that the site diagram indicates that the proposed swimming pool is 11 feet from the side yard setback and 18 feet from the St. Charles Road setback. He added that the area of the subject swimming pool also meets the maximum area requirements for accessory structures in a rear yard which, in this case, is 1,000 square feet.

Petitioners' Presentation

Anthony DeMayo, owner of the property at 901 Winslow Circle, stated that he and his wife are the original owners of the subject home which was the 4th or 5th home built in Danby Woods. Mr. DeMayo stated that the fence was installed before they bought the land. He stated that they would like to build a pool for their six grandchildren who love to be in water and stated that they would like an aboveground pool so that they can easily remove the pool in the future. Mr. DeMayo stated they have always considered the front

yard on St. Charles Road as their back yard, their front yard faces Winslow Circle and their garage faces Newton Avenue. He stated that there is a berm that is highly vegetated located to the west in their yard and the property is highly vegetated to the east. Mr. DeMayo added that his neighbor to the east has no problem with a pool being added next door. Mr. DeMayo stated they have never had water in their yard during the 22 years they have lived there. He added that there is a wooded area across the street that floods but that the water moves underground.

Responses to Questions from the ZBA

Mr. Kvapil responded to ZBA Member Constantino that the swimming pool would trigger the stormwater requirement because the disturbed area is 336 square feet which exceeds the maximum requirement of 300 square feet. Mr. Kvapil responded to ZBA Member LaVanway that swimming pools are not considered to impervious surfaces instead of retention areas. He added that a swimming pool obstructs the flow of water around it and doesn't allow water to penetrate into the ground. Mr. Kvapil responded to ZBA Member Maloney that flooding would not cause damage to the pool as water at the site would drain away from the house and toward the street. ZBA Member Bourke asked if the Village is responsible for allowing the 6-foot high fencing at the site, and Mr. Kvapil responded that the Building and Zoning Official in 1991 approved the fence. Mr. Kvapil found a building permit application that indicated that the fence at the subject site was issued to the developer, Ottison & Rasmussen Construction. Mr. Kvapil responded to ZBA Member Miller that the property owners maintain the fence. Mr. Kvapil responded to ZBA Member Maloney that he did not know if the petitioner could remove his portion of the fence due to association conditions. Mr. Kvapil responded to ZBA Member Micheli that, as an alternative, the ZBA may feel that the front yard should be retained on St. Charles Road, however, a variation could be granted to allow a swimming pool in a front yard. He added that no other accessory structures would be allowed in the front yard, however. Mr. Kvapil responded to ZBA Member Kolar that other nearby homes treat their property closest to St. Charles Road as their rear yard.

ZBA Member Constantino asked the petitioner if they have any intention of storing a boat or trailer in the rear yard and would they have any problem with the Village restricting those vehicles in the rear yard. Mr. DeMayo responded that they have no intention of storing anything in the back yard and that the Danby Woods covenants state that those types of vehicles are not allowed in the back yard. Mr. DeMayo responded to ZBA Member Miller that the covenant requires each homeowner to maintain his part of the fence. ZBA Member Micheli asked Mr. DeMayo if he has a desire to have a portion of his property designated as a rear yard or would being allowed to have a pool in that portion of his property be sufficient. Mr. DeMayo responded that they have always considered the subject area as their rear yard but just having a pool there would be sufficient without any change in designation.

Persons in Favor of or in Opposition to the Petition

No persons spoke in favor or against the requested variation.

A motion was made to close the public hearing and carried unanimously by voice vote.

Comments from the ZBA

ZBA Member Constantino felt the petitioner's situation is unique as there are only six (6) homes in Glen Ellyn with the two front yard and no rear yard configurations on a lot. He recommended approval of the requested zoning variation with the condition that campers, boats and/or trailers are restricted in the new rear yard. ZBA Member LaVanway also recommended approval of the zoning variation because of the unique two-frontage arrangement. He also recommended a restriction regarding recreational vehicles in the yard. ZBA Member Maloney stated that she likes the fence and felt that a vehicle in the yard such as a boat would be acceptable as long as there are certain restrictions as to where the item is located. She added that the subject area should be kept as a rear yard. ZBA Member Bourke felt the subject area should be switched to a rear yard and commented that the yard is well sheltered by fencing and vegetation. He stated he is reluctant to put conditions on the property that change the definition of a rear yard. He stated that if the subject area is granted as a rear yard, the petitioners can do whatever they want subject to the subdivision covenants. ZBA Member Miller stated he always thought the houses at the subject site had back yards because of the fence, berm and landscaping located there. ZBA Member Micheli stated that changing more lots as per the petitioner's request would change the character of the area. He felt that only granting permission for the pool is all that is necessary to do and that doing anything more will open a can of worms which could create 6-foot fences on both sides of the road. He added that although he is in favor of the pool, he is not in favor of the subject request which is to have the front yard on St. Charles Road designated as a rear yard. Acting Chairperson Kolar stated he was supportive of the subject request.

ZBA Member Micheli moved, seconded by ZBA Member Bourke, to close the public hearing. The motion carried unanimously by voice vote.

Motion 1

ZBA Member Micheli moved to grant a permit for the pool as requested.

The Motion failed for a lack of a second.

Motion 2

ZBA Member Bourke moved, seconded by ZBA Member Constantino, to recommend approval of a variation from the Glen Ellyn Zoning Code, Section 10-4-8(D)5, to allow a lot fronting on two non-intersecting streets with two front yards (through lot) to have the front yard on St. Charles Road designated as a rear yard in which a swimming pool is a

permitted accessory structure. The recommendation for approval was based on the fact that the lot configuration and pre-existing fence were unique circumstances and that there is no access to St. Charles Road from the subject lot.

The motion carried with five (5) "yes" votes and one (1) "no" votes as follows: ZBA Members Bourke, Constantino, LaVanway, Miller and Acting Chairperson Kolar voted yes; ZBA Member Micheli voted no.

Trustee Report

No Trustee Report was presented.

Staff Report

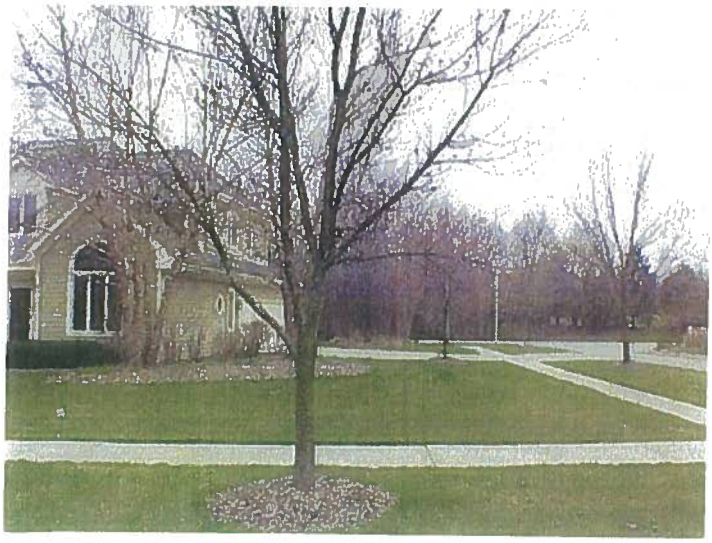
Mr. Kvapil stated that two variations will be heard at the next two ZBA meetings. He also stated that a 7:00 p.m. start time for the ZBA meetings will begin on October 8, 2013 if agreed to by the ZBA members.

There being no further business before the Zoning Board of Appeals, the meeting was adjourned at 8:35 p.m.

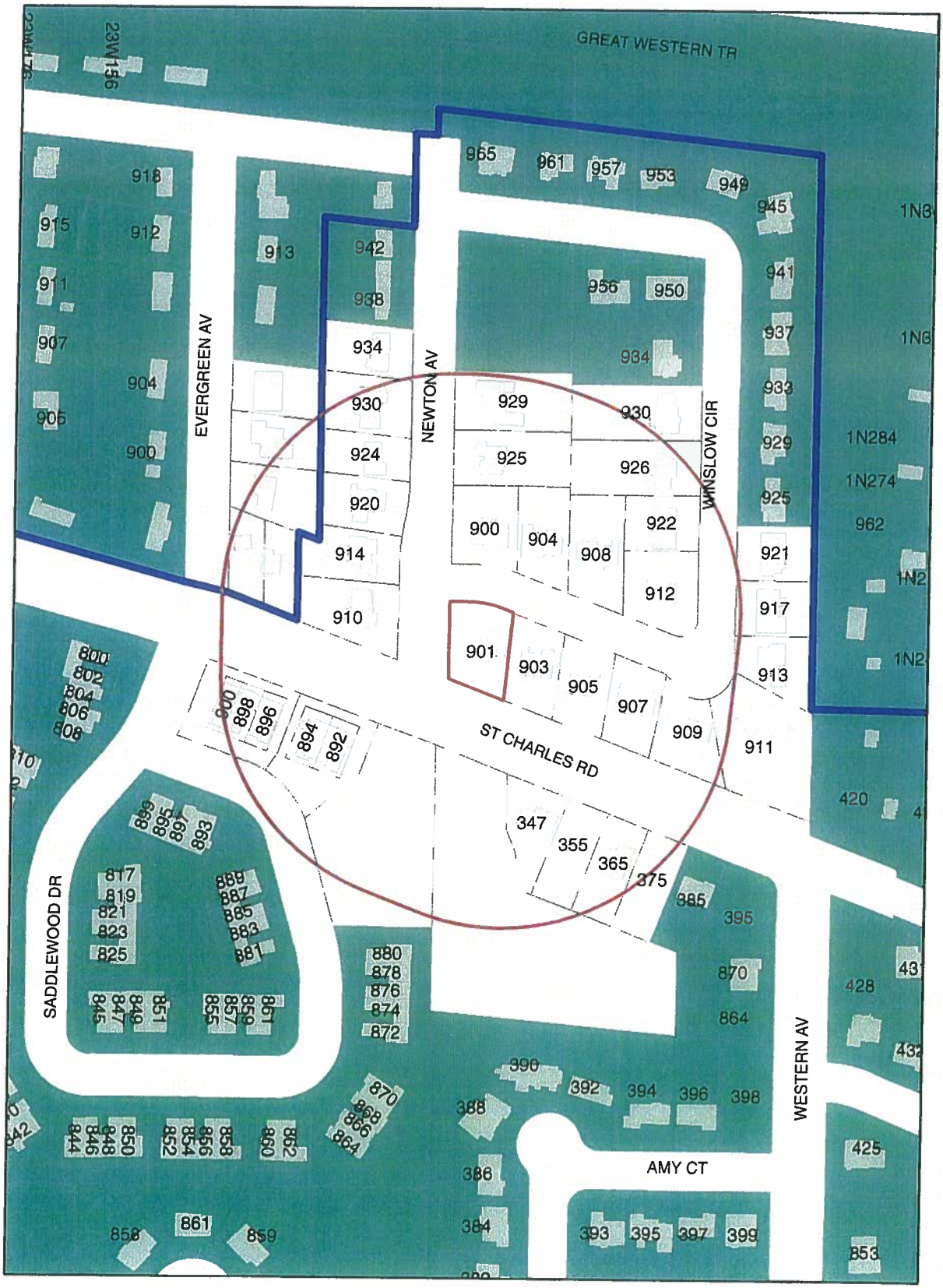
Submitted by:
Barbara Utterback
Recording Secretary

Reviewed by:
Joe Kvapil
Building & Zoning Official

901 WINSLOW CIRCLE



901 Winslow Circle



Prepared By: Planning and Development
Date: August 21, 2013

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Village of Glen Ellyn

Ordinance No. _____

An Ordinance Approving a Variation from the Front Yard Requirements of the Zoning Code to Allow Structures and Uses that are Permitted in a Rear Yard to be Constructed and Function in the Front Yard Abutting St. Charles Road for the Property at 901 Winslow Avenue Glen Ellyn, IL 60137

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

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

Ordinance No. _____

An Ordinance Approving a Variation from the Front Yard Requirements of the Zoning Code to Allow Structures and Uses that are Permitted in a Rear Yard to be Constructed and Function in the Front Yard Abutting St. Charles Road for the Property at 901 Winslow Avenue Glen Ellyn, IL 60137

Whereas, Anthony and Teresa DeMayo, owners of the property at 901 Winslow Circle, Glen Ellyn, Illinois, which is legally described as follows:

> Lot 1 in Danby Woods Subdivision, being a Subdivision of part of the Southwest Quarter of Section 3, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded January 3, 1980 as document R89-73563 in DuPage County, Illinois.
>
> P.I.N.: 05-03-415-020

have petitioned the President and Board of Trustees of the Village of Glen Ellyn for a variation from Glen Ellyn Zoning Code Section 10-4-8(D)5 to allow a lot fronting on two non-intersecting streets with two front yards (through lot) to have a swimming pool or other structures constructed in the front yard abutting St. Charles Road as permitted in a rear yard; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a public hearing on September 10, 2013, at which the petitioners

presented evidence, testimony, and exhibits in support of the variation request and no persons appeared in favor of or in opposition thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing on September 10, 2013, the Zoning Board of Appeals adopted findings of fact and voted on a motion to approve the variation, which carried by a vote of five (5) "yes" and one (1) "no," resulting in a recommendation for approval as set forth in its Minutes dated September 10, 2013, appended hereto as Exhibit "A"; and

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

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

A. That the plight of the owner is due to unique circumstances since the lot frontage on three streets is a rare condition that limits the construction of accessory structures on the lot;

B. That the variation, if granted, will not alter the essential character of the locality since adjacent through lots utilize their front yard along St. Charles Road as a rear yard and accessory structures in the front yard along St. Charles Road will be screened by an existing 6-foot high solid fence and existing landscaping;

C. That the particular physical surroundings, shape or topographical condition of the specific property involved would bring practical difficulty or particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out since the lot has no rear yard for normal and practical outdoor living activities and storage;

D. That the conditions upon which the variation is based would not be applicable generally to other property within the same zoning district since approximately only three other lots in the Village front on three streets;

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

F. That the practical difficulty or particular hardship has not been created by any persons presently having an interest in the property since this lot was created and subdivided prior to the purchase by the applicant;

G. That the variation will not be detrimental to the public comfort, morals, and welfare or injurious to other property or improvements in the neighborhood in which the property is located since any accessory structure permitted in the zoning district will be constructed in accordance with all applicable zoning code regulations other than the variation granted;

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

I. That the variation will not diminish or impair property values within the neighborhood since accessory structures are generally property improvements that will increase property values;

J. That the variation will not unduly increase traffic congestion in the public streets and highways since no change to the existing code compliant residential vehicle access and parking use is proposed on the property;

K. That the variation will not result in an increase in public expenditures or create a nuisance since these are improvements to the existing code compliant single-family residential use in a residential zoning district;

L. That the variation is the minimum variation that will make possible the reasonable use of the land, building or structure; and

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

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

Section One: The Minutes of the September 10, 2013 Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve a variation from Glen Ellyn Zoning Code Section 10-4-8(D)5 to allow a lot fronting on two non-intersecting streets with two front yards (through lot) to have a swimming pool or other structures constructed in the front yard abutting St. Charles Road as permitted in a rear yard at 901 Winslow Circle, Glen Ellyn, Illinois, which is legally described as follows:

> Lot 1 in Danby Woods Subdivision, being a Subdivision of part of the Southwest Quarter of Section 3, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded January 3, 1980 as document R89-73563 in DuPage County, Illinois.
>
> P.I.N.: 05-03-415-020

Section Three: This grant of variation to allow a swimming pool and other structures to be constructed in the front yard abutting St. Charles Road is conditioned upon the following:

1. That the construction being completed in substantial conformance with the plans and the Application for Variation received by the Planning & Development Department and signed on July 19, 2013 and the testimony and exhibits provided at the September 10, 2013 Zoning Board of Appeals public hearing.
2. That the structures constructed and the uses functioning in the front yard abutting St. Charles Road comply with all Zoning Code regulations for rear yards in the R2 Zoning District.

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

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

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

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

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this ____ day of _____, 2013.

Ayes:

Nays:

Absent:

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

_____
Village President of the
Village of Glen Ellyn, Illinois

Attest:

_____
Village Clerk of the
Village of Glen Ellyn, Illinois

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

X:\Plandev\BUILDING\ZBA\ORDINANCE\WINSLOW901-YARD.doc

Application for Zoning Variation

Anthony and Teresa DeMayo
901 Winslow Circle
Glen Ellyn

Contents of Packet:

1. Application
2. Proof of ownership
3. Plat of Survey
4. Plan for proposed pool
5. Letter from neighbor in support
6. Photos of site

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

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

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

_____

_____

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

_____

_____

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

YES (NO)

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

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

YES (NO)

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

III. PROPERTY INFORMATION:

Common address: 901 Winslow Circle

Permanent tax index number: 05-03-415-020

Legal description: Single Family Home

Zoning classification: R2

Lot size: 54.36 ft. x 134.59 ft. x 90 ft. x 118 ft. ft. x ft. Area: 8968.16 sq. ft.

Present use: Single Family Home

IV. INFORMATION REGARDING THE VARIATION(S) REQUESTED:

Description of the variation(s) requested (including identification of the Zoning Code provisions from which variation is sought) and proposed use(s):

To designate the yard fronting St. Charles Road on this corner through lot as a rear yard in lieu of front yard as required by Zoning Code Section 10-4-8 (D5)

Estimated date to begin construction: Spring 2014

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

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

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

A. Standards Applicable to All Variations Requested:

1. Provide evidence that due to the characteristics of the property in question, there are practical difficulties or particular hardship for the applicant/owner in carrying out the strict letter of the Zoning Code:
901 Winslow Circle is a corner lot facing 3 streets and is zoned with no back yard. 901 Winslow Circle is a corner through lot.
(St. Charles Rd, Newton, Winslow Circle)

2. a. Provide evidence that the property in question cannot yield a reasonable return if permitted to be used under the conditions allowed by the Zoning Code (i.e., without one or more variations):
It is zoned a single family home with no back yard

OR

b. Provide evidence that the plight of the applicant/owner is due to unique circumstances relating to the property in question:
Due to the fact the property has no back yard the zoning restrictions have limited the use of the back yard.

3. Provide evidence that the requested variation(s), if granted, will not alter the essential character of the locality of the property in question:
Property will strictly be used under the guidelines for a back yard.

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

1. Provide evidence that the particular physical surroundings, shape or topographical condition of the property in question would bring particular hardship upon the applicant/owner as distinguished from a mere inconvenience if the strict letter of the Zoning Code were to be carried out:
It is an unusual circumstance that our property has been zoned as 2 front yards and therefore no back yard.

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

Property is zoned with 2 front yards and no back yard.

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

We would like to design it as a back yard for personal use to include a pool.

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

Hardship has been determined by zoning laws.

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

Homeowners use as a back yard for private use. (Addition of a pool)

6. Provide evidence that the proposed variation will not: (Photos included)

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

No changes will be made to the property that will affect the light or air

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

The need is to use it only as a backyard.

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

The need is to use it only as a backyard.

d. Diminish or impair property values within the neighborhood;
The need is to use it as a backyard

e. Unduly increase traffic congestion in the public streets and highway;
The need is to use it only as a back yard.

f. Create a nuisance; or
The need is to use it only as a backyard

g. Results in an increase in public expenditures.
The need is to use it only as a back yard.

7. Provide evidence that the variation is the minimum variation that will make possible the reasonable use of the land, building or structure.
The need is to change the Zoning from a second front yard to personal use as a back yard.

8. Please add any comments which may assist the Zoning Board of Appeals of Appeals in reviewing this application.
This is a hardship for a single family home not to have a back yard.

VI. EVIDENCE RELATING TO FLOOD HAZARD VARIATION REQUESTS

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

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

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

See attached drawings.

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

Permits will be applied before any changes to the property are made. Normal pool prevention methods will be built to city code.

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

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

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

VII. CERTIFICATIONS, CONSENT AND SIGNATURE(S)

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

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

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

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

Anthony J DeMayo 7/19/13

7/19/13

Signature of Applicant(s)

7/13/2013

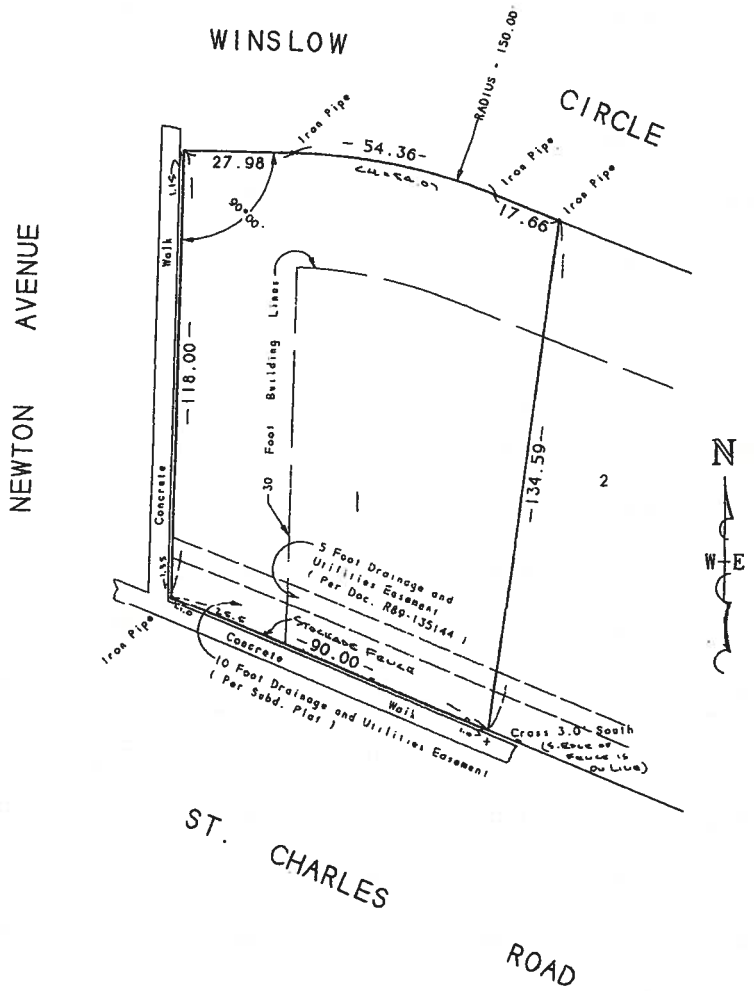
Date filed

PLAT OF SURVEY

OF LOT 1 IN DANBY WOODS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1989 AS DOCUMENT R89-73563 IN DU PAGE COUNTY, ILLINOIS.

This property is known as 901 Winslow Circle, Glen Ellyn, IL.

Ordered by: O & R Construction, 316 W. Roosevelt Road, Wheaton, IL



STATE OF ILLINOIS)
(s. s.
COUNTY OF DU PAGE)

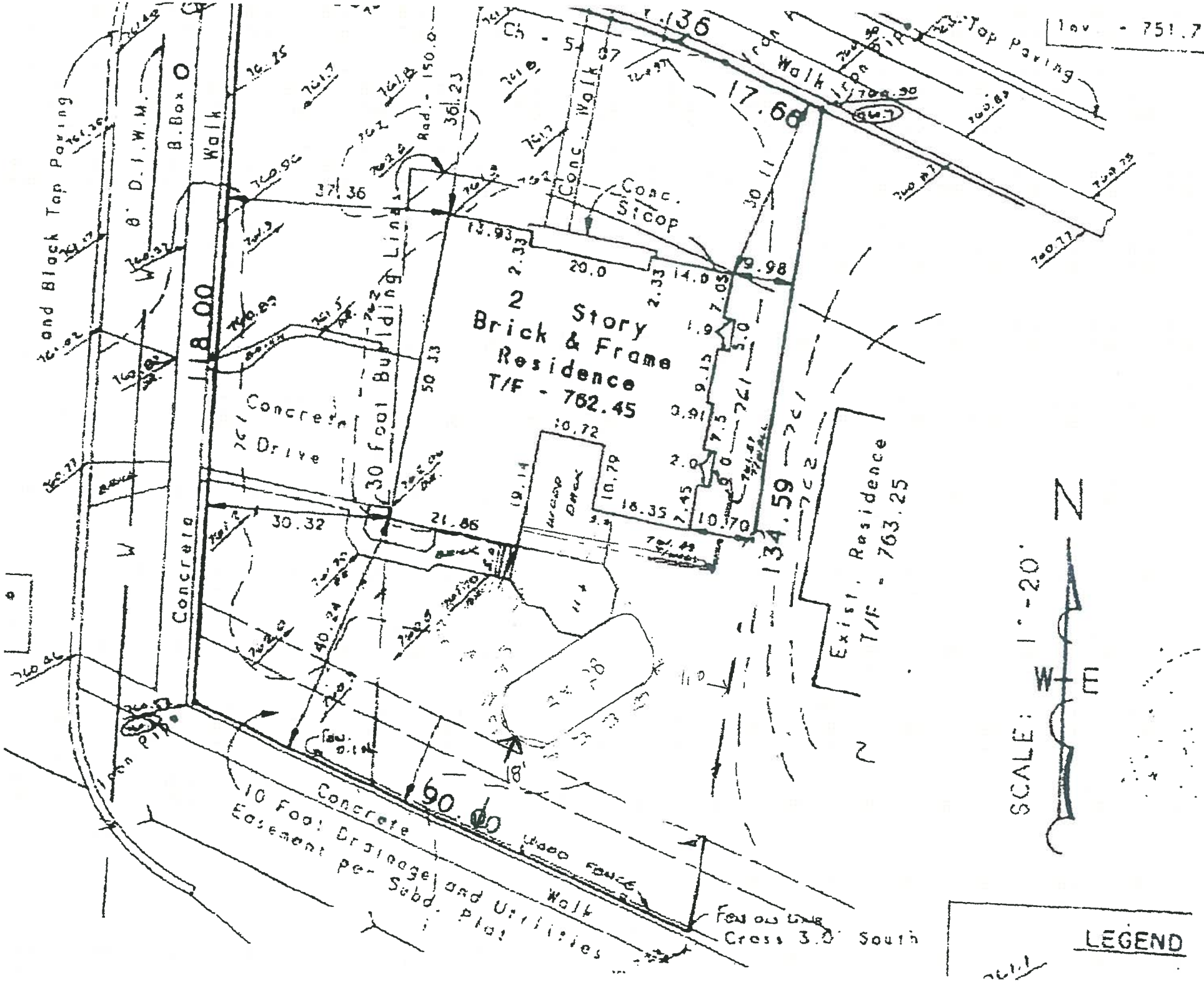
This is to certify that I, Harold F. Steinbrecher, Jr., a Registered Professional Engineer and Professional Land Surveyor, have surveyed the property shown and described on the annexed plat, which to the best of my knowledge and belief, is a correct representation of said survey. All distances are in feet and decimal parts thereof. Scale of plat is 20 feet to one inch

Wheaton, Illinois, February 4, 1991.

HAROLD F. STEINBRECHER, JR. ILLINOIS LAND SURVEYOR CERT. 1594 WHEATON, ILLINOIS

Harold F. Steinbrecher, Jr.
Registered Professional Engineer 22924
Professional Land Surveyor 1594
110 N. West Street
Wheaton Ill 60187-5062
(708) 668-4143

- 5260.628
2257.442



Inv. - 751.72
Top Paving
Walk
17.66
Conc. Walk
Conc. Stoop
2 Story
Brick & Frame
Residence
T/F - 762.45
30 Foot Building Line
Concrete Drive
Concrete
118.00
134.59
Exist. Residence
T/F - 763.25
90.00
10 Foot Drainage and Utilities
Easement per Subd. Plat
Concrete
Walk
Cross 3.0' South
SCALE: 1"-20'
N
W
E
LEGEND

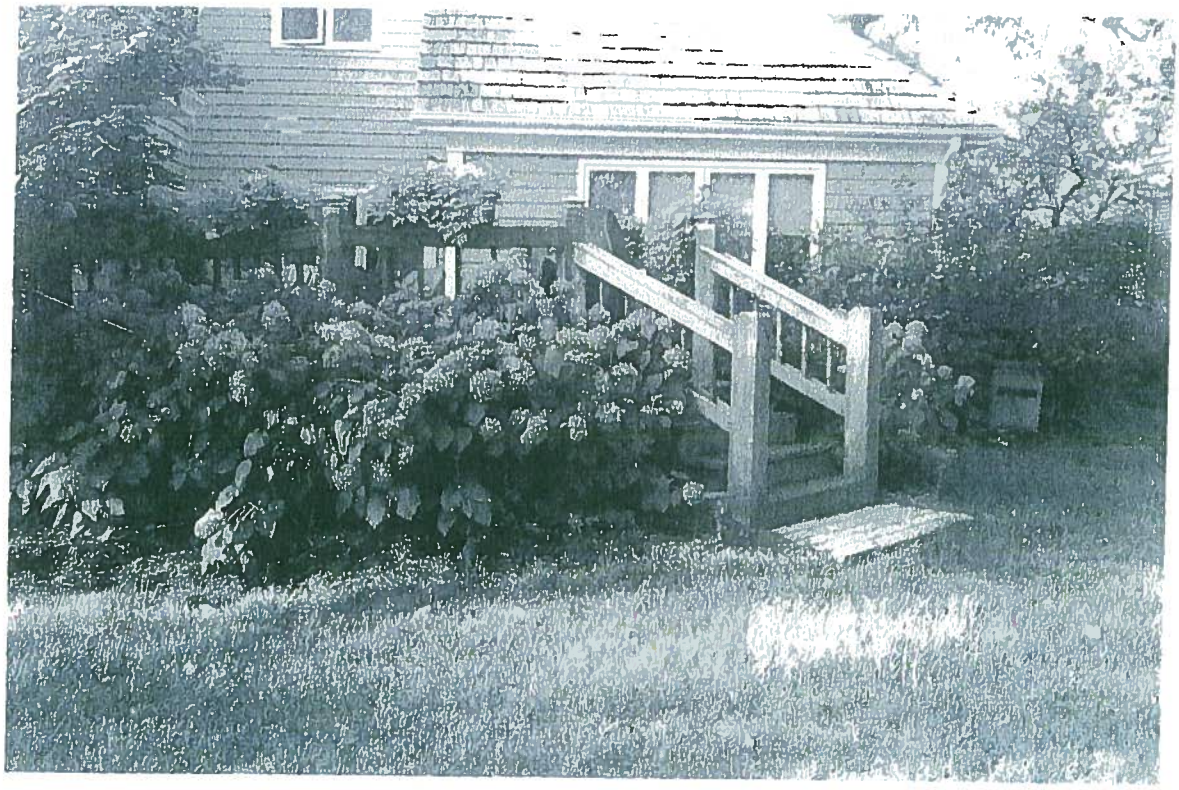
Glen Ellyn Building Commission:

To Whom It May Concern:
My name is Bob Guszkiewicz. I live at 903 Winslow Circle, and I am next door to Anthony DeMayo at 901 Winslow Circle. I have no objection to Mr. DeMayo installing an above ground pool in his yard.
Sincerely
Bob Guszkiewicz

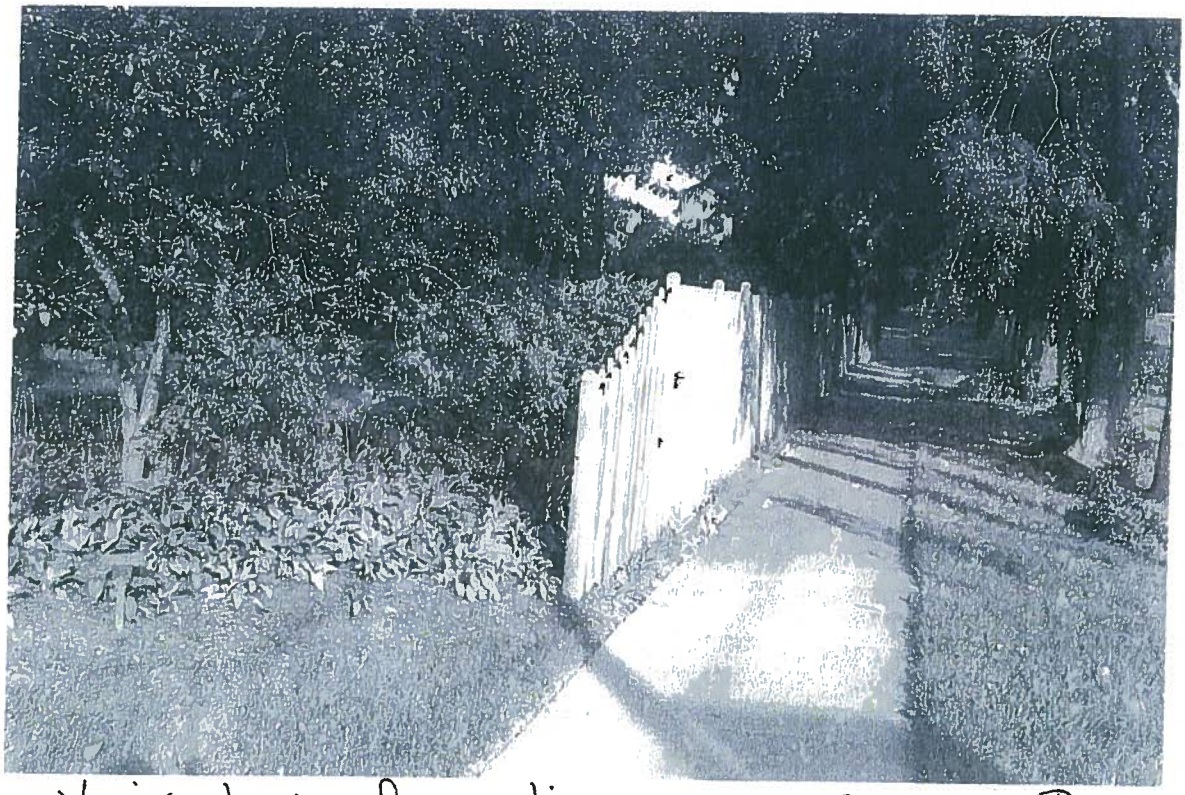
Bob Guszkiewicz — 8·19·13

Name — Date

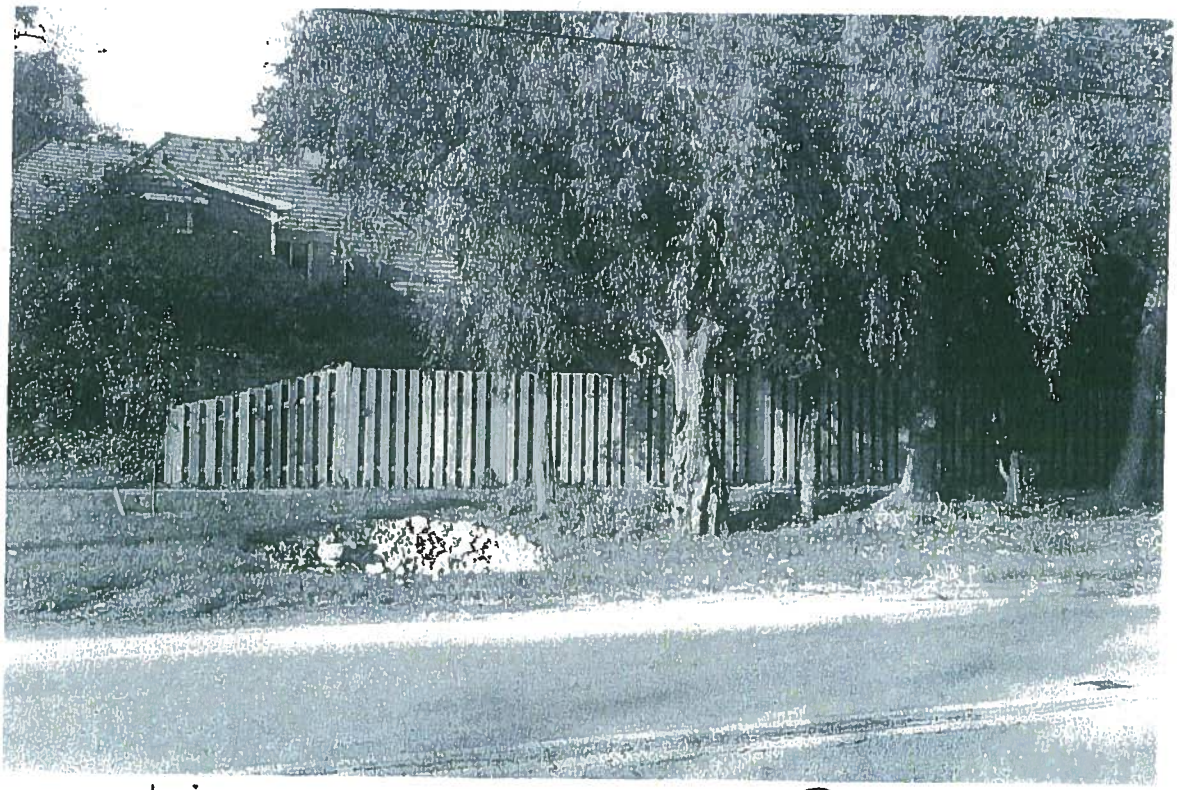
View towards our neighbor's yard



Proposed Site



View down fence line on St. Charles Road



View across St. Charles Road

A-9

MEMORANDUM

TO: Mark Franz, Village Manager

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

DATE: October 7, 2013

RE: October 14, 2013 Village Board Meeting
602 Prairie Avenue Zoning Variation Request

Background

The property owners, Vincent J. Griffin and Cari A. Dinneen, are requesting approval of a variation from Glen Ellyn Zoning Code Section 10-5-4(A)4.c. to allow the construction of a detached garage with a 3'-6" rear yard setback in lieu of the minimum required 4'-6" rear yard setback. The subject property is a corner lot located on the northwest corner of the intersection of Prairie Avenue and Hawthorne Avenue in the R2 Residential District. Notice of the public hearing was published in the Daily Herald on September 9, 2013. The Zoning Board of Appeals conducted a public hearing on the requested variation on Tuesday, September 24, 2013. At the meeting, no persons spoke in favor of or in opposition to the variation request.

Issues

The Zoning Board of Appeals was in favor of the variation because they felt that there are practical difficulties or particular hardships in the application of the Zoning Code regulations on this property, and that the conditions on this property are unique and not generally applicable to other properties in this zoning district.

This lot was a result of a resubdivision completed under ordinance 5300 granted on October 25, 2004 that recognized the existing detached garage as a nonconforming structure and allowed it to remain and did not require it to be brought into compliance. The property is designated as a historic landmark by the Historic Preservation Commission who conducted a review of the proposed new garage construction plans. They approved the plans and voted to endorse the variation request at their August 22, 2013 meeting.

Recommendation

At the public hearing on September 24, 2013, the Zoning Board of Appeals voted on a motion to recommend approval of the requested variation which carried with (5) "yes" votes and one (1) "no" vote. In accordance with this recommendation, staff has prepared an ordinance to **approve** the requested variation. Other than the petitioner, no persons spoke in support of, or in opposition to, the variation request.

Board members in support of the variation felt that the continued existence of a detached garage at the same location for approximately the last 70 years has no negative effect on the character of the neighborhood. They also felt that this recommendation was consistent with the endorsement by the Historic Preservation Commission and the ordinance granted by the Village Board. The Board members also noted that the driveway approach constructed in 2004 and the existing driveway would no longer align with, and extend beyond, the side of the garage if the garage were to be moved one foot to the east to comply with the minimum required rear yard setback.

The Board member opposed to the variation felt that since the garage construction and foundation would be new and adequate space on the lot exists, the garage could easily be moved one foot to the east to comply with the minimum required rear yard setback.

Action Requested

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

Attachments

- Minutes of ZBA meeting dated September 24, 2013
- Photo of the Subject Property
- Location Map
- Ordinance
- Ordinance 5300
- Petitioners' Application packet

CC: Vincent J. Griffin and Cari A. Dinneen

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DRAFT
ZONING BOARD OF APPEALS
MINUTES
SEPTEMBER 24, 2013

The meeting was called to order by Chairperson Rick Garrity at 7:30 p.m. ZBA Members James Bourke, Edward Kolar, Larry LaVanway, John Micheli and Chip Miller were present. ZBA Members Gregory Constantino and Meg Maloney were excused. Also present were Trustee Liaison Tim Elliott, Building and Zoning Official Joe Kvapil and Recording Secretary Barbara Utterback.

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

ZBA Member Kolar moved, seconded by ZBA Member Bourke, to approve the minutes of the September 10, 2013 Zoning Board of Appeals meeting. The motion carried unanimously by voice vote.

Two public hearings were on the agenda for properties at 602 Prairie Avenue and 565 Lee Street.

PUBLIC HEARING – 602 PRAIRIE AVENUE
A REQUEST FOR APPROVAL OF A VARIATION FROM THE GLEN ELLYN ZONING CODE, SECTION 10-5-4(A)4c, TO ALLOW THE CONSTRUCTION OF A DETACHED GARAGE WITH A SIDE YARD SETBACK OF 3 FEET 6 INCHES IN LIEU OF THE MINIMUM REQUIRED SIDE YARD SETBACK OF 4 FEET 6 INCHES.
(Vincent J. Griffin and Cari A. Dinneen, owners)

Staff Report

Building and Zoning Official Joe Kvapil stated that Vincent Griffin and Cari Dinneen own the property at 602 Prairie Avenue, and he displayed photographs of the subject house and detached garage. Mr. Kvapil stated that the petitioners are requesting approval of a variation from the Glen Ellyn Zoning Code, Section 10-5-4(A)4c, to allow the construction of a detached garage with a 3 foot 6 inch rear yard setback in lieu of the minimum required 4 foot 6 inch rear yard setback. Mr. Kvapil displayed a plat of survey and stated that the subject property is located in the R2 Residential Zoning District and is defined as a corner lot on the northwest corner of the intersection of Hawthorne Avenue and Prairie Avenue. He added that the zoning and land use surrounding the subject property is single-family residential in the R2 Residential Zoning District. Mr. Kvapil stated that Village records indicate that Ordinance 5300 was passed on October 25, 2004 that permitted a subdivision that created the subject lot, granted several variations for the two lots that were created and designated this property and home as an historic landmark. Mr. Kvapil stated that several permits have been issued for this property, including an addition to the rear of the house in 2006.

Mr. Kvapil stated that the owners propose to remove the existing detached garage and construct a new detached garage with the same 497-square foot floor area in exactly the same location on the lot. He stated that the height of the proposed detached garage is 21 feet 9 inches and exceeds the height of the existing detached garage but does not exceed the maximum permitted height of 22 feet. He also stated that the existing detached garage is set back 3 feet 6 inches from the rear lot line and the minimum required setback from the rear lot line is 4 feet 6 inches which requires a zoning variation. Mr. Kvapil stated that when the lot was created by ordinance and subdivision, the existing detached garage was granted a variation that allowed the existing detached garage to remain set back 3 feet 6 inches from the rear lot line. Mr. Kvapil stated that when subdivisions normally occur, they must be done in a manner so that no non-conforming conditions are created on any lot. He stated that this was not the case in this instance, therefore, when this subdivision was created, variations were required. He added that this is one of approximately four other variations that were required for this one lot to be subdivided.

Mr. Kvapil stated that the subject property is not located within or adjacent to a designated flood area or a local depressional area. He added that although the development exceeds 300 square feet in area, the development will not increase the impervious surface area; therefore, compensatory stormwater storage is not required and a drainage plan submittal and review are not required. Mr. Kvapil stated that although the subject development exceeds 300 square feet, a tree preservation plan submittal and review is not required since replacement of a detached garage is a specific exception in the tree preservation requirements.

Mr. Kvapil stated that the normal process for any variation received for an historic landmarked home is to submit the application and plans to the Historic Preservation Commission for their review and approval. He stated he has received confirmation from the Assistant Village Manager that the Historic Preservation Commission has approved and recommended replacement of the subject detached garage.

Petitioners' Presentation

Vincent Griffin, the petitioner and owner of 602 Prairie Avenue, stated that he had received the Restoration of the Year award for the subject property in the year 2009. Mr. Griffin stated that he assumed the subject garage was built in the 1940's and has sat at 3 feet 6 inches off the property line since that time. Mr. Griffin stated that the proposed garage foundation meets the building code and that he believes the foundation that currently sits under the garage met the code in the 1940's. He stated he doesn't believe that it makes sense to build a garage on a poor foundation.

Mr. Griffin stated they are proposing to rebuild a garage on the footprint of the existing garage and added that Ordinance No. 5300 does not preclude another ordinance from being created. He added that this ordinance which allows the garage to be located 3 feet 6 inches from the lot line has been in effect for decades and that he and his wife are seeking a continuation of the subject variation. Mr. Griffin stated that the existing garage

is an eyesore and a new garage would be much more appealing to those walking and driving by his home.

Mr. Griffin stated that the reason they are requesting a variation is because the side yard is rather large and the back yard is tight. He added that they would like to build a new garage with a new foundation in the footprint of the existing garage that has been in that location for decades. Mr. Griffin stated that the Historic Preservation Commission approved the plans for their new garage and voted to endorse the variation at this property. Mr. Griffin stated their house is Queen Anne architecture and has been at the subject location for 118 years. He stated that he does not believe any of his neighbors are opposed to him building a new garage.

Responses to Questions from the ZBA

Mr. Kvapil responded to ZBA Member Kolar that the subdivision of the subject property and zoning variations were originally approved by the Village Plan Commission. Mr. Kvapil responded to ZBA Member Kolar that the garage was allowed to remain because it was existing and will be re-built in exactly the same location. Mr. Kvapil also responded to ZBA Member Kolar that since the existing garage was constructed under a permit, it met the building code requirements at that time. Mr. Kvapil also responded that when structures were constructed in the past under a code and met all of the code requirements at that time and then they altered or added to a structure, the existing structure is not required to be made to comply with current building code requirements unless there are health or safety issues. Mr. Kvapil clarified for ZBA Member Micheli that the lot subdivided to the north had no impact on the garage or the setback to the garage on the west because the setback had always been 3 feet 6 inches. ZBA Member Micheli asked why the variation states that the existing detached garage was allowed to remain but did not allow it to be reconstructed. Mr. Kvapil stated that there is no specific language in the original ordinance that allowed the existing detached garage to be reconstructed in place and the Zoning Code prohibits nonconforming structures to be structurally altered or reconstructed.

Mr. Griffin responded to ZBA Member LaVanway that a concern of the neighbor at 601 Western Avenue was the height of the proposed garage and he explained to her that the height would be 21 feet 3 or 8 inches which is 6 feet taller than the existing garage. ZBA Member LaVanway stated that the neighbor was not at this meeting to object to the garage, and Mr. Griffin stated she was not opposed to the garage. ZBA Member Kolar stated that if the garage was moved over one foot, a variation wouldn't be necessary and he inquired about setback regulations. Mr. Kvapil responded that there is only one requirement which is if the detached garage gets as close as 10 feet to the house, then setbacks must be the same as setbacks for the principal house. Mr. Griffin responded to ZBA Member Miller that the second floor of the garage will be for storage and will not be heated. ZBA Member Miller also asked if there is a hardship regarding having the foundation further back one foot, and Mr. Griffin responded that the garage has been at its existing location for decades and they would like to locate it on the same footprint as the existing garage. Mr. Kvapil added that if the garage was moved over to a setback of

4-1/2 feet, the edge of the driveway will no longer align with the edge of the garage which is unusual and unnecessary. Mr. Griffin also added that the driveway apron is new.

Persons in Favor of or in Opposition to the Petition

No persons spoke in favor or against the requested variation.

Comments from the ZBA

All but one of the ZBA members were supportive of the petitioner's variation request. Those in favor of the variation request stated there were no objections from neighbors, the garage would be consistent with the architecture and nature of the home, the garage footprint had been at its current location for decades, the garage will enhance the neighborhood, it is logical to keep the same garage footprint and the driveway would be one foot off of the garage if moved. ZBA Member Kolar was not in favor of the proposed variation request because there is room on the property to move the garage from its current location. He also stated that Ordinance 5300 states that the variation to allow the 3.6 foot setback is not in perpetuity. He felt that because the foundation and garage would be new, they could be moved one foot from the current location.

A motion was made to close the public hearing and carried unanimously by voice vote.

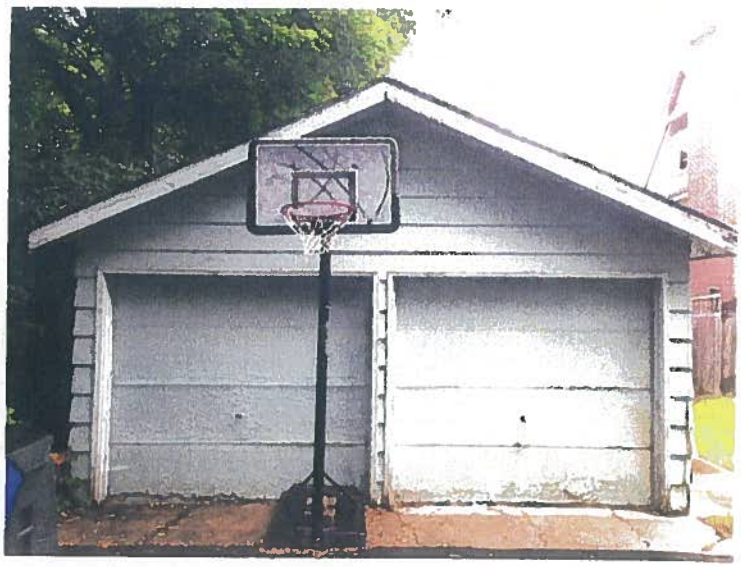
Motion

ZBA Member Miller moved, seconded by ZBA Member Bourke, to recommend approval of a variation from the Glen Ellyn Zoning Code, Section 10-5-4(A)4c, to allow the construction of a detached garage with a side yard setback of 3 feet 6 inches in lieu of the minimum required side yard setback of 4 feet 6 inches for the property at 602 Prairie Avenue. The recommendation for approval was based on the fact that if the garage was moved one foot to conform to the code, it would not align with the existing driveway.

The motion carried with five (5) "yes" votes and one (1) "no" vote as follows: ZBA Members Miller, Bourke, LaVanway, Micheli and Chairperson Garrity voted yes; ZBA Member Kolar voted no.

~~PUBLIC HEARING – 565 LEE STREET~~
A REQUEST FOR ~~APPROVAL~~ OF A VARIATION FROM THE GLEN ELLYN ZONING CODE, SECTION 10-4-8(D)2, ~~TO ALLOW~~ THE CONSTRUCTION OF A ONE-STORY ATTACHED ADDITION WITH A REAR ~~YARD~~ SETBACK OF 14 FEET IN LIEU OF THE MINIMUM REQUIRED REAR YARD SETBACK ~~OF 40~~ FEET.
(John and Jen Atkinson, owners)

602 Prairie Ave.



Garage South Elevation

Garage South/East Elevation

Garage East Elevation

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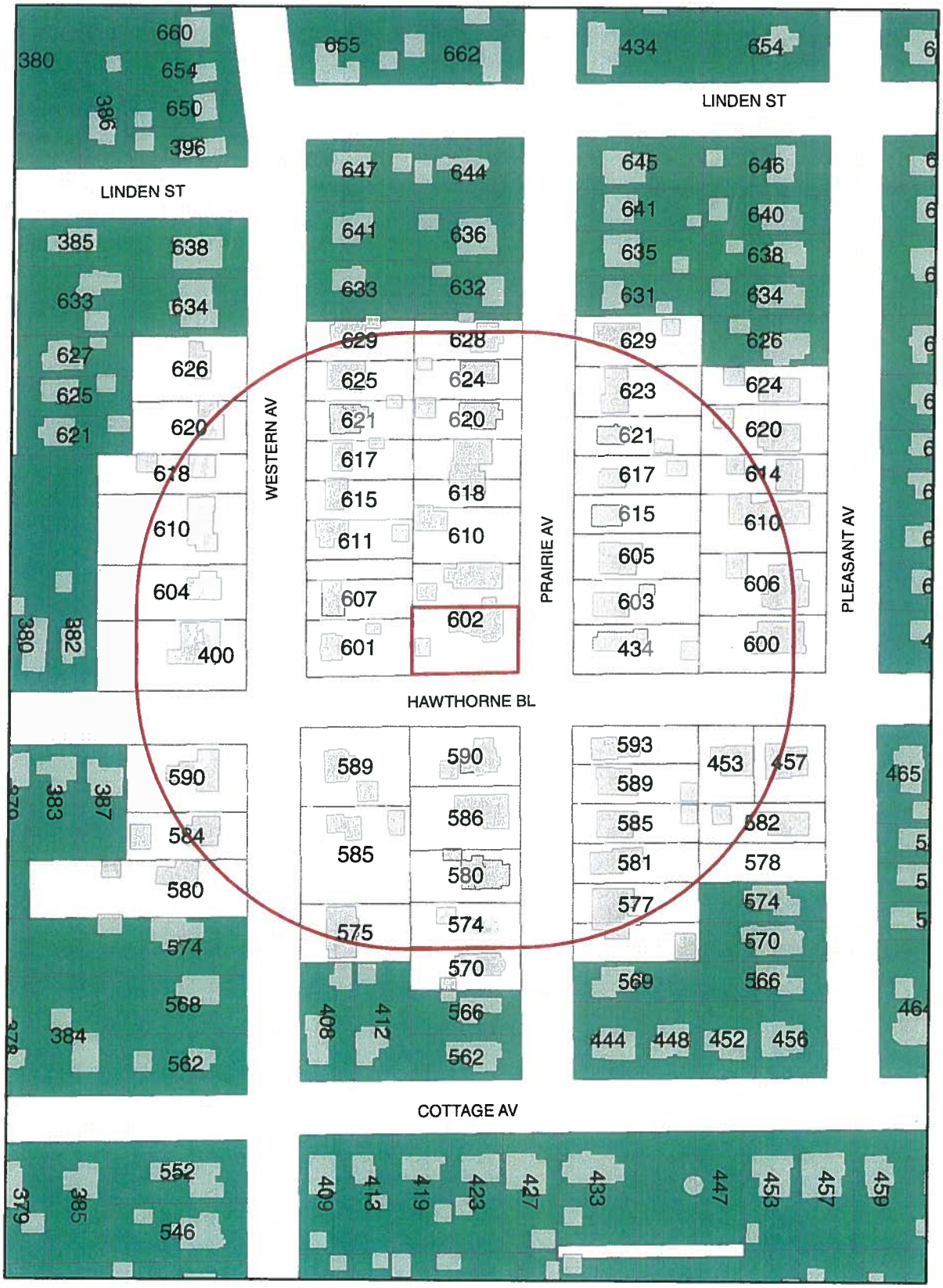
SEP 09 2013
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

602 Prairie Ave.



Prepared By: Planning and Development
Date: Sept. 6, 2013

0 175 350 700 Feet

N

Village of Glen Ellyn

Ordinance No. _____

An Ordinance Approving a Variation from the Rear Yard Requirements of the Zoning Code to Allow a Detached Garage for Property at 602 Prairie Avenue Glen Ellyn, IL 60137

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

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

Ordinance No. _____

An Ordinance Approving a Variation from the Rear Yard Requirements of the Zoning Code to Allow a Detached Garage for Property at 602 Prairie Avenue Glen Ellyn, IL 60137

Whereas, Vincent J. Griffin and Cari A. Dinneen, owners of the property at 602 Prairie Avenue, Glen Ellyn, Illinois, which is legally described as follows:

> Lot 2 of Patricia A. Rouille's Resubdivision of Lot 10, except the North 6.6 feet thereof, in Hanson's Resubdivision of Lots 1, 2, 3, and 4 in Block 9 in Glen Ellyn Addition to Prospect Park, a Subdivision in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Patrica A. Rouille's Resubdivision recorded February 8, 2005 as document R2005-28122, in DuPage County, Illinois.
>
> P.I.N.: 05-11-120-026

have petitioned the President and Board of Trustees of the Village of Glen Ellyn for a variation from the Glen Ellyn Zoning Code, Section 10-5-4(A)4c, to allow the construction of a detached garage with a 3'-6" rear yard setback in lieu of the minimum required 4'-6" rear yard setback; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a public hearing on September 24, 2013, at which the petitioners

presented evidence, testimony, and exhibits in support of the variation request and no persons appeared in favor of or in opposition thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing on September 24, 2013, the Zoning Board of Appeals adopted findings of fact and voted on a motion to approve the variation, which carried by a vote of five (5) "yes" and one (1) "no," resulting in a recommendation for approval as set forth in its draft Minutes dated September 24, 2013, appended hereto as Exhibit "A"; and

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

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

A. That the plight of the owner is due to unique circumstances since the prior variation granted by the Village Board allowed the existing garage and nonconforming setback condition to remain and the Historic Preservation Commission endorsed the existing location for the proposed new detached garage;

B. That the variation, if granted, will not alter the essential character of the locality since the proposed new garage will occupy the same location on the lot as the existing detached garage and be more consistent with the historic appearance of the home;

C. That the particular physical surroundings, shape or topographical condition of the specific property involved would bring practical difficulty or particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out

since the driveway approach and driveway would no longer align with the side of the new garage if it was constructed with the required setback;

D. That the conditions upon which the variation is based would not be applicable generally to other property within the same zoning district since the prior variation, historic designation, and configuration of the garage and driveway is unique to this property;

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

F. That the practical difficulty or particular hardship has not been created by any persons presently having an interest in the property since the existing detached garage was constructed in a nonconforming location over 70 years ago;

G. That the variation will not be detrimental to the public comfort, morals, and welfare or injurious to other property or improvements in the neighborhood in which the property is located since the proposed detached garage will be constructed in accordance with all applicable zoning code regulations other than the variation granted;

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

I. That the variation will not diminish or impair property values within the neighborhood since a new detached garage is a property improvement that will increase property values;

J. That the variation will not unduly increase traffic congestion in the public streets and highways since no change to the existing code compliant residential vehicle access and parking use is proposed on the property;

K. That the variation will not result in an increase in public expenditures or create a nuisance since this is an improvement to the existing code compliant single-family residential use in a residential zoning district;

L. That the variation is the minimum variation that will make possible the reasonable use of the land, building or structure: and

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

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

Section One: The draft Minutes of the September 24, 2013 Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve a variation from the Glen Ellyn Zoning Code, Section 10-5-4(A)4c, to allow the construction of a detached garage with a 3'-6" rear yard setback in lieu of the minimum required 4'-6" rear yard setback, at 602 Prairie Avenue, Glen Ellyn, Illinois, which is legally described as follows:

> Lot 2 of Patricia A. Rouille's Resubdivision of Lot 10, except the North 6.6 feet thereof, in Hanson's Resubdivision of Lots 1, 2, 3, and 4 in Block 9 in Glen Ellyn Addition to Prospect

Park, a Subdivision in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Patrica A. Rouille's Resubdivision recorded February 8, 2005 as document R2005-28122, in DuPage County, Illinois.

P.I.N.: 05-11-120-026

Section Three: This grant of variation to allow the construction of a detached garage that does not meet the rear yard setback requirements is conditioned upon the construction being completed in substantial conformance with the plans and the Application for Variation received by the Planning & Development Department and signed on August 15, 2013 and the testimony and exhibits provided at the September 24, 2013 Zoning Board of Appeals public hearing.

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

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

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

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

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this ____ day of _____, 2013.

Ayes:

Nays:

Absent:

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

_____
Village President of the
Village of Glen Ellyn, Illinois

Attest:

_____
Village Clerk of the
Village of Glen Ellyn, Illinois

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

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FRED BUCHOLZ
DUPAGE COUNTY RECORDER
FEB.08,2005 3:08 PM
PLAT 05-11-120-024
021 PAGES R2005-028122

VILLAGE OF GLEN ELLYN

ORDINANCE NO. 5300

AN ORDINANCE APPROVING THE
PRELIMINARY AND FINAL PLATS OF SUBDIVISION,
ZONING VARIATIONS AND LANDMARK DESIGNATION
FOR THE PROPERTY AND HOME LOCATED AT
602 PRAIRIE AVENUE

ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE
VILLAGE OF GLEN ELLYN
DUPAGE COUNTY, ILLINOIS
THIS 25TH DAY OF OCTOBER, 2004.

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, this 8TH day of FEBRUARY, 2005.

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 Duane Street
Glen Ellyn, IL 60137

ORDINANCE NO. 5300

AN ORDINANCE APPROVING THE
PRELIMINARY AND FINAL PLATS OF SUBDIVISION,
ZONING VARIATIONS AND LANDMARK DESIGNATION
FOR THE PROPERTY AND HOME LOCATED AT
602 PRAIRIE AVENUE

WHEREAS, Pat Rouille, owner of property commonly known as 602 Prairie Avenue and located at the northwest corner of Prairie Avenue and Hawthorne Boulevard in the R2 Residential District, has petitioned the President and Board of Trustees for approval of:

1. Landmark designation of the existing home at 602 Prairie Avenue in accordance with Title 2, Chapter 13 of the Glen Ellyn Village Code;

2. A Preliminary and Final Plat of Subdivision in accordance with Sections 301 and 302 of the Glen Ellyn Subdivision Regulations Ordinance 2479 to allow the property at 602 Prairie Avenue to be subdivided into 2 lots; and

3. The following variations from the Glen Ellyn Zoning Code:

   a. A variation from Section 10-4-5(D)7 to allow the proposed interior lot to have a lot area of 8,610 square feet in lieu of the minimum lot area of 8,712 square feet required;

   b. A variation from Section 10-4-5(D)8 to allow the proposed interior lot to have a lot width of 60 feet in lieu of the minimum lot width of 66 feet required;

   c. A variation from Section 10-4-5(D)3 to allow a side yard setback along the north property line of the proposed corner lot of 0 feet in lieu of the 9-foot side yard setback required and a side yard setback along the south property line of the proposed interior lot of 0 feet in lieu of the 6.6 feet required to allow the existing porte cochere attached to the north side of the existing home on the proposed corner lot to extend over the property line and encroach onto the proposed interior lot;

   d. A variation from Section 10-5-4(A)4(c) to allow an existing detached garage to remain with a setback of 3.41 feet from the rear lot line in lieu of the 4.5-foot rear yard setback required;

   e. A variation from Section 10-5-5(B)4(19) to allow an impervious surface setback along the north property line of the proposed corner lot of 0 feet in lieu of the minimum impervious surface setback of 3.6 feet required to allow an existing sidewalk and the driveway for the porte cochere to remain; and

f. A variation from Section 10-5-10(B)3 to allow the corner lot to have two (2) driveways on a lot less than 132 feet in width;

all to allow the subdivision of the subject property resulting in the creation of a 60-foot wide substandard lot off of the north end of the property and to provide for the landmark designation of the existing Queen Anne Victorian home at 602 Prairie Avenue; and

WHEREAS, the subject property currently contains a home for which landmark status in the Village was requested, and attached to the home is a porte cochere, which adds to the historic authenticity of the home and which would be located in part, upon a portion of the proposed 60-foot wide interior lot; and

WHEREAS, the subject property is located in the Village of Glen Ellyn, Illinois, and is legally described as follows:

> Lot 10, Except the north 6.60 feet thereof, in Hanson's Resubdivision of Lots 1, 2, 3, and 4 in Block 9 in Glen Ellyn addition to Prospect Park, a subdivision in Section 11, Township 39 North, Range 10 East of the Third Principal Meridian, According to the Plat of said Hanson's Resubdivision recorded April 8, 1910 as document 100132, in DuPage County, Illinois
>
> P.I.N. 05-15-120-024; and

WHEREAS, following due and proper publication of notice in The Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Historic Preservation Commission of the Village of Glen Ellyn conducted a public hearing on October 11, 2004 to consider landmark designation of the existing home at 602 Prairie Avenue, at which hearing the petitioner presented evidence and testimony in support of the petition and one (1) person spoke in favor of the request; and

WHEREAS, pursuant to the authority granted under Title 2, Chapter 13 of the Village Code

of the Village of Glen Ellyn, at its public hearing on October 11, 2004, the Historic Preservation Commission reviewed the house at 602 Prairie Avenue in relation to the criteria for landmark designation set forth in Section 2-13-3(A) of the Village Code; and

WHEREAS, based on the evidence, testimony and exhibits presented at the October 11, 2004 Historic Preservation Commission public hearing, by a vote of eight (8) to zero (0), the Historic Preservation Commission recommended that the house at 602 Prairie Avenue be designated as a Village of Glen Ellyn Historic Landmark based on the following findings of fact and as set forth in the minutes of the October 11, 2004, public hearing of the Glen Ellyn Historic Preservation Commission, which are attached hereto as Exhibit "A":

1. The home is a valuable example of the architectural heritage of the Village of Glen Ellyn;
2. The house was home to members of the prominent McChesney and Hanson families;
3. The house was constructed in 1894 and is an excellent example of Queen Anne Victorian architecture; and
4. The home is an established and familiar visual feature of the neighborhood and the community; and

WHEREAS, following due and proper publication of notice in The Glen Ellyn News not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public hearing on October 14, 2004, to consider the requests for approval of a Subdivision and Zoning Variations, at which hearing the petitioner presented evidence and testimony in support of the requests and four (4) members of the public spoke in favor of these petitions; and

WHEREAS, based upon the evidence, testimony, and exhibits presented at the October 14, 2004 Plan Commission public hearing, by a vote of six (6) to zero (0), the Glen Ellyn Plan Commission recommended that the requested Subdivision and Zoning Variations for 602 Prairie Avenue be approved based on the following findings of fact in regard to the requested zoning variations and as set forth in the Report and Recommendation of the Glen Ellyn Plan Commission, which is attached hereto as Exhibit "B":

1. The requested variations will not alter the essential character of the area because the goal of the variations is to preserve the existing historic home, and a majority of the lots on the subject block have a substandard lot area and lot width, with an average lot width of 59-60 feet; and

2. The plight of the owner is due to unique circumstances as the goal of the requested variations is to preserve the existing historic home on the property and through the voluntary request of the owner, this home will be simultaneously designated as a Glen Ellyn Landmark to prevent it from being torn down; and

WHEREAS, the President and Board of Trustees of the Village of Glen Ellyn have reviewed the evidence and exhibits presented at the October 11, 2004 Historic Preservation Commission public hearing and the October 14, 2004 Plan Commission public hearing and have considered the findings and recommendations of the Historic Preservation Commission and the Plan Commission as set forth in the minutes and Report and Recommendation, respectively, of said Commissions, which are attached hereto as Exhibits "A" and "B," respectively; and

WHEREAS, the President and Board of Trustees have determined that approving the requested Landmark Designation, Preliminary and Final Plats of Subdivision and Zoning Variations is consistent with the goals of the Glen Ellyn Zoning Code, Comprehensive Plan and Historic

Preservation Ordinance; and

WHEREAS, as a condition of the granting of variances, the current owner of the subject property has agreed, and the Village wishes to impose as a condition, that so long as the porte cochere is in existence and is not otherwise in violation of the Ordinances of the Village, the owner of the lot authorized to be created by the variances granted herein shall permit via a license the continuation of that structure on the lot newly created;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

SECTION ONE: Based upon the findings of fact and recommendations of the Historic Preservation Commission and the Plan Commission as adopted herein and as set forth in the minutes and Report and Recommendation, respectively, of said Commissions, which are attached hereto as Exhibits "A" and "B," respectively, and based upon the findings of fact and conclusions set forth in the preambles above, approval of the Landmark Designation, Preliminary and Final Plats of Subdivision and Zoning Variations for the property and home located at 602 Prairie Avenue is hereby granted as requested.

SECTION TWO: This grant of approval of Landmark Designation, Preliminary and Final Plats of Subdivision and Zoning Variations is subject to the following conditions:

1. The property shall be platted and the home preserved in accordance with the plans and testimony presented at the October 11, 2004 Historic Preservation Commission public hearing and the October 14, 2004 Plan Commission public hearing and with the petitioner's application packet including the following documents:

   a. Subdivision Application dated October 7, 2004
   b. Zoning Variation Application dated October 7, 2004
   c. Historical Landmark Nomination Form received September 13, 2004

d. Statement of Understanding signed October 1, 2004
e. Patricia A. Rouille's Plat of Resubdivision (no date)

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

2. Prior to issuance of a building permit for the construction of any new single-family residence on the 60-foot wide interior lot, the then owner of record shall provide proof that the cash contributions (developer donations) to each of the applicable taxing districts have been paid. At a minimum, the following contributions shall be made, except as pro-rated annually by the applicable taxing district. These cash contributions shall be made in full prior to issuance of the building permit.

a. Glen Ellyn Fire Company:	per new home	$1,500.00
b. Glen Ellyn Park District:	per new 3-bedroom home	$4,145.57
	per new 4-bedroom home	$5,382.52
	per new 5-bedroom home	$5,391.10
c. Glenbard Township High School District #87	per new 3-bedroom home	$1,251.07
	per new 4-bedroom home	$2,440.78
	per new 5-bedroom home	$2,029.27
d. Glen Ellyn Elementary School District #41	per new 3-bedroom home	$3,010.00
	per new 4-bedroom home	$4,692.00
	per new 5-bedroom home	$3,456.00
e. Glen Ellyn Library	per new home	$ 445.59

3. The existing driveway off of Prairie Avenue shall be paved with a hard surface material within 180 days of the approval of this Ordinance.

4. A minimum of a 13.2-foot separation shall be required between the existing home at 602 Prairie Avenue and any new home or garage constructed on the adjacent 60-foot wide interior lot approved herein.

5. Any new home constructed on the 60-foot wide interior lot shall have a detached garage.

6. The owner of the interior 60-foot wide lot, from time-to-time, shall continue to permit the owner of the adjacent parcel to the south to maintain a license covering an area generally of 8 feet by 52 feet as shown on Exhibit "C" attached hereto and made a part of this Ordinance. Within that license, the owner of the adjacent corner lot to the south will be permitted to continue to use the license for the porte cochere and associated driveway, portions of which are currently located on the interior lot, provided the porte cochere and driveway comply with the Ordinances of the Village with the exception of those Ordinances that relate to side-yard setback or other zoning considerations. In the event that the porte cochere is damaged through casualty, the owner of the adjoining parcel to the south must restore and rehabilitate the porte cochere within 18 months of the casualty, or the license required herein shall lapse. The license shall run with the land but shall be subject to the terms and conditions herein. In the event that the residential structure on the adjacent parcel to the south is demolished, the Corporate Authorities of the Village shall determine whether the porte cochere shall remain and whether the license shall continue so long as that structure remains. The general terms and conditions set forth within this Ordinance for the creation of and nature of the license shall be incorporated within a recorded license agreement, which shall be drafted by the applicant for the variance herein, reviewed and approved by the Village Attorney, and recorded prior to the time that any building permit shall be granted for the lot for which a variance is granted herein.

7. The design and materials of any new detached garage accessory to the historic home at 602 Prairie Avenue shall be reviewed and approved by the Historic Preservation Commission prior to the issuance of a building permit.

SECTION THREE: The Village President and Village Clerk are hereby authorized to sign the Final Plat of Subdivision for Pat Rouille's Resubdivision of 602 Prairie Avenue upon review and approval of the Final Plat of Subdivision for accuracy by the Village Engineer.

SECTION FOUR: The Director of Planning and Development is hereby directed and authorized to cause a copy of this Ordinance and the Final Plat of Subdivision approved herein to be recorded with the Recorder of Deeds of DuPage County and a copy of the Ordinance to be forwarded to the Milton Township Assessor.

SECTION FIVE: By virtue of satisfying the criteria specified herein, the house located at 602 Prairie Avenue is hereby declared and designated a Glen Ellyn Landmark, and the owner of said house is required to affix a Village plaque to the house denoting said designation.

SECTION SIX: The Building and Zoning Official is authorized to issue all necessary building and occupancy permits, pursuant to the approvals granted in this Ordinance, provided that all the conditions set forth in this Ordinance have been met and that the applicant complies with all other applicable laws and ordinances of the Village of Glen Ellyn.

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

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

PASSED by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this 25TH day of OCTOBER, 2004.

AYES: MULHERN, LOCH, CHAPMAN, PFEFFERMAN, RILEY

NAYS: -0-

ABSENT: GARDNER

ABSTENTIONS: -0-

APPROVED by the Village President of the Village of Glen Ellyn, Illinois, this 25TH day of OCTOBER, 2004.

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 8TH day of FEBRUARY, 2005.)

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

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

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

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

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

YES NO

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

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

YES NO

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

III. PROPERTY INFORMATION:

Common address: 602 Prairie Ave

Permanent tax index number: 05-11-120-026

Legal description: LOT 2 OF PATRICIA A. ROUILLE'S RESUBDIVISION OF LOT 10, EXCEPT THE NORTH 6.60 FEET THEREOF, IN HANSON'S RESUBDIVISION OF LOTS 1, 2, 3, AND 4 IN BLOCK 9 IN GLEN ELLYN ADDITION TO PROSPECT PARK, A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID PATRICIA A. ROUILLE'S RESUBDIVISION RECORDED FEBRUARY 8, 2005 AS DOCUMENT R2005-28122, IN DuPAGE COUNTY, ILLINOIS.

Zoning classification: _____

Lot size: 90 ft. x 143.76 ft. Area: 12,938.4 sq. ft.

Present use: Single family home

IV. INFORMATION REGARDING THE VARIATION(S) REQUESTED: 10-5-4(4) F.C. 10-8-6(B)2 Rear

Description of the variation(s) requested (including identification of the Zoning Code provisions from which variation is sought) and proposed use(s):
I am looking for a Variance to GEZ Code 10-8-6(B)2
This new garage will be built where a garage currently sits.

Estimated date to begin construction: ASAP

Names and addresses of any experts (e.g., planner, architect, engineer, attorney, etc.):
Dan Roberts (architect) 4516 Roslyn Rd. Downers Grove IL 60515

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

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

A. Standards Applicable to All Variations Requested:

1. Provide evidence that due to the characteristics of the property in question, there are practical difficulties or particular hardship for the applicant/owner in carrying out the strict letter of the Zoning Code:
This is a historical home and our intent is to replace an old dis-functional garage with one that is both historically correct and functional. We can not get our vehicals into the garage due to the low overhead door openings.

2. a. Provide evidence that the property in question cannot yield a reasonable return if permitted to be used under the conditions allowed by the Zoning Code (i.e., without one or more variations):
If we are not granted a Variance to village code the garage project would most likely be scrapped because moving the "new" garage would encroach on the historical principle structure

~~OR~~

b. Provide evidence that the plight of the applicant/owner is due to unique circumstances relating to the property in question:
My wife and I want to continue our efforts to restore one of GE's best existing Victorians and the Variance would assist us in the that.

3. Provide evidence that the requested variation(s), if granted, will not alter the essential character of the locality of the property in question:
The "new" garage will be built on the same ground (footprint) where a garage structure currently sits

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

1. Provide evidence that the particular physical surroundings, shape or topographical condition of the property in question would bring particular hardship upon the applicant/owner as distinguished from a mere inconvenience if the strict letter of the Zoning Code were to be carried out:

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

This property is unique to the Zoning District and to Glen Ellyn in General. This request would apply to our property solely. historic

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

Our goal is to construct a new garage on the same footprint as the current structure and to deliver a historically correct and functional garage

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

The current garage is out-dated and non functional for parking vehicles. Modern cars are taller and wider than when the garage was originally built.

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

The new structure would sit where the current garage stands. It would be a net zero exchange (old garage for new garage)

6. Provide evidence that the proposed variation will not:

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

   The new garage (though taller) will not impair or restrict light and air.

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

   The new structure will decrease the hazard from fire due to modern building techniques and the fact that it will be drywalled on it's interior increasing fire rating under present codes

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

   This new historically correct garage will beautify the community and increase the esthetic charm on a historic site.

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

There are no structure constructed below the base flood level

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

We propose no change to present grade

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

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

We propose the new structure to be built at the same grade level as the existing structure

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

We propose no change to elevations of the concrete slab

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

There will be no increase to base flood elevation

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

There will be no change to any flood protection structures. The are no flood protection structures near or around proposed footprint.

VII. CERTIFICATIONS, CONSENT AND SIGNATURE(S)

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

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

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

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

Duncan J Griffin

Signature of Applicant(s)

8/15/13

Date filed

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: ESTATE FO ROUILLE TO GRIFFIN **ORDER NO.:** 1410 002501596 UA

EFFECTIVE DATE: MARCH 14, 2005

1. **POLICY OR POLICIES TO BE ISSUED:**

OWNER'S POLICY: ALTA OWNERS 1992
AMOUNT: [redacted]
PROPOSED INSURED: CARI A. DINNEEN AND VINCENT J. GRIFFIN

LOAN POLICY: ALTA LOAN 1992
AMOUNT: [redacted]
PROPOSED INSURED: WASHINGTON MUTUAL BANK, FA, ITS SUCCESSORS AND/OR ASSIGNS
6.2. amendorsement

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

PATRICIA ROUILLE, SUCCESSOR TRUSTEE OF THE RUTH M. ROUILLE REVOCABLE TRUST DATED DECEMBER 27, 2000

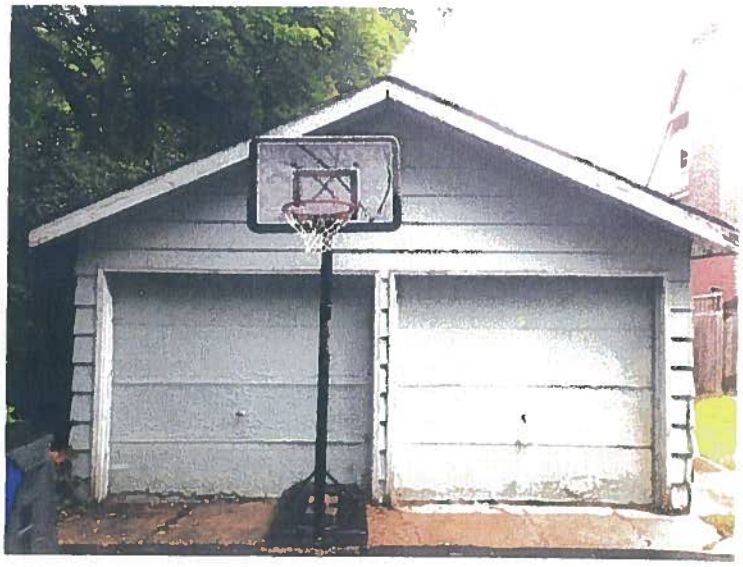
RECEIVED
SEP 09 2013
PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

Petition

I am in support of, and have no objection to, a request for a Zoning Variation to allow the construction of a new detached garage at the same location as the existing detached garage that will be setback 3'-6" from the rear yard lot line in lieu of the minimum required setback of 4'-6" at 602 Prairie Avenue.

Property owner	address	date
	606 Prairie Ave	9/5/13
	624 Prairie Ave	5 Sept 2013
	6028 Prairie Ave	5 Sept 2013
	641 Prairie Ave	5 Sept 2013
	635 Prairie Ave	9/5/13
	631 Prairie Ave	9/5/13
	629 Prairie Ave	9/5/13
	615 Prairie Ave	9.5.13
	605 Prairie Ave	9/5/13
	603 Prairie Ave	9/5/13
	607 Western Ave	9/5/13
	589 Western Ave	9-5-13
	590 Prairie Ave	9-5-13
	589 Prairie Ave	9.5.13
	453 Hawthorne Blvd	9/5/13
	600 Pleasant Ave	9/5/13
	434 Hawthorne Blvd	9/5/13

602 Prairie Ave.



Garage South Elevation

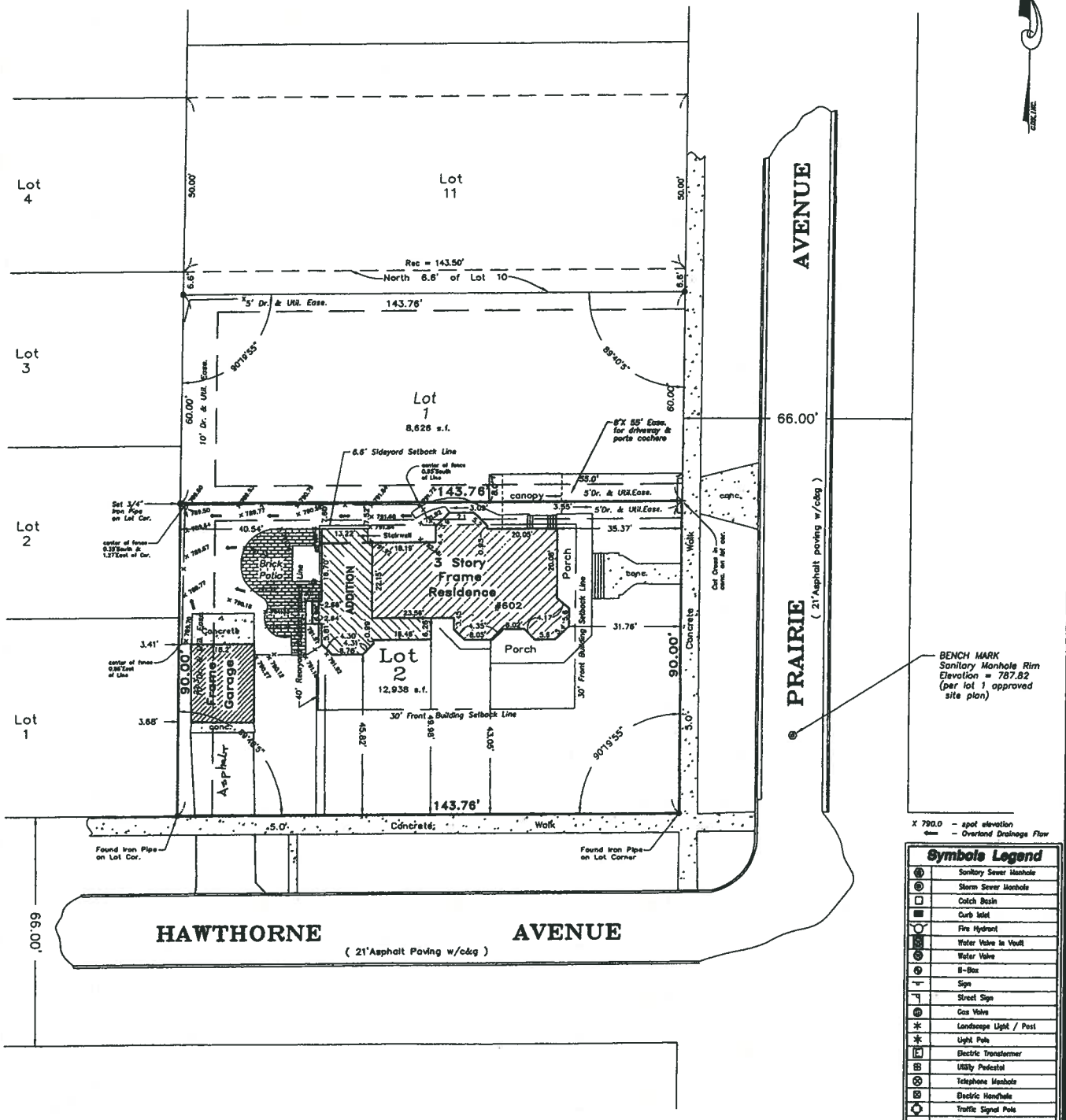
Garage South/East Elevation

Garage East Elevation

PLAT OF SURVEY

Ex #12

LOT 2 OF PATRICIA A. ROUILLE'S RESUBDIVISION OF LOT 10, EXCEPT THE NORTH 6.60 FEET THEREOF, IN HANSON'S RESUBDIVISION OF LOTS 1, 2, 3, AND 4 IN BLOCK 9 IN GLEN ELLYN ADDITION TO PROSPECT PARK, A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID PATRICIA A. ROUILLE'S RESUBDIVISION RECORDED FEBRUARY 8, 2005 AS DOCUMENT R2005-28122, IN DuPAGE COUNTY, ILLINOIS.



X 790.0 – spot elevation
⟸ – Overland Drainage Flow

Symbols Legend

	Sanitary Sewer Manhole
	Storm Sewer Manhole
	Catch Basin
	Curb Inlet
	Fire Hydrant
	Water Valve in Vault
	Water Valve
	B-Box
	Sign
	Street Sign
	Gas Valve
	Landscape Light / Post
	Light Pole
	Electric Transformer
	Utility Pedestal
	Telephone Manhole
	Electric Handhole
	Traffic Signal Pole
	Pole Anchor
	Utility Pole w/ Overhead Wire Direction
—>—>—	Storm Sewer
—>—>—	Sanitary Sewer
—W—W—	Watermain
—G—G—	Gasmain
—E—E—	Underground Electric Line
—T—T—	Underground Telephone Line
—TV—TV—	Underground Cable Television
—FO—FO—	Underground Fiber Optic Line
—FM—FM—	Force Main Sewer

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

THIS PROFESSIONAL SERVICE CONFORMS TO CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY THAT I, MICHAEL L. KRISCH, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE HAD SURVEYED UNDER MY SUPERVISION THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AS SHOWN BY THE ANNEXED PLAT WHICH IS A REPRESENTATION OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL AT LOMBARD, ILLINOIS, THIS 31st DAY OF MARCH A.D. 2005.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO.35-2501
LICENSE EXPIRES 11/30/2006

REFER TO DEED OR GUARANTEE POLICY FOR BUILDING LINE RESTRICTIONS AND EASEMENTS NOT SHOWN ON PLAT OF SURVEY. COMPARE DESCRIPTION AND POINTS BEFORE BUILDING AND REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR AT ONCE. THIS SURVEY AND PLAT OF SURVEY ARE VOID WITHOUT OUR EMBOSSED SURVEYOR SEAL HEREON. NO DIMENSIONS ARE TO BE ASSUMED BY SCALING.

Prepared for: VINCE GRIFFIN

No.	Date	Revision Description	By:
1	7/17/07	rear yard grades & drainage added	MLK

GLEN D. KRISCH
LAND SURVEYOR, INC.
1716 South Finley Road • Lombard, IL 60148 • Phone: 630.627.5580 Fax: 630.627.5594

SURVEYING - CONSULTING - CONSTRUCTION LAYOUT

Scale: 1"=20' | Drawn: MLK | Chk'd: | GDK File# | CAD File Name: 04046-2

A-10

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Kevin Wachtel, Finance Director
Christina Coyle, Assistant Finance Director

DATE: October 7, 2013

RE: Fiscal Year 2012/13 Comprehensive Annual Financial Report

Background

Transmitted with this memo is the Village's Comprehensive Annual Financial Report, which contains the audited financial statements of the Village for its fiscal year ended April 30, 2013.

Each year, we schedule consent agenda action by the Village Board which formally receives the Comprehensive Annual Financial Report. This action is scheduled for Monday, October 14, 2013. Jim Savio from Sikich LLP, our auditing firm, will be on hand at the Village Board meeting to provide a few comments on the audit and to answer any questions Village Board members may have.

Listed below are a few short-cuts to guide readers to points of interest:

Page(s)	Description
iv – x	This is the transmittal memorandum for the audit. The objective of this memorandum is to communicate basic information about the Village and its governing structure as well as to introduce the concept of fund accounting and the Village's budgetary controls. Also included is a brief discussion of significant projects and initiatives addressed during the past fiscal year.
1 – 3	This is the auditor's opinion letter. We have again received an "unqualified" audit opinion, which is the best possible outcome resulting from the independent audit process. An "unqualified" opinion means that no exceptions were noted which would result in any material misstatement of financial information presented.
MD&A 1 - MD&A 19	Immediately following the auditor's opinion letter is Management's Discussion and Analysis, a narrative summary of the results of Village operations and financial position as of April 30, 2013. This is perhaps the best place for a casual reader to focus their attention for an overview of total Village financial operations for the year.

61 - 62 These pages show a concise view of General Fund revenues and expenditures compared to the previous fiscal year. Original and final revised budget figures are also presented.

Once adopted, the full Comprehensive Annual Financial Report will be posted on our website and filed with various required agencies and organizations.

Action Requested

Motion to receive the Village's Comprehensive Annual Financial Report for the fiscal year ended April 30, 2013.

Attachments

- Fiscal Year 2012/13 Comprehensive Annual Financial Report

A-11

MEMORANDUM

TO: Mark Franz, Village Manager
FROM: Christina Coyle, Assistant Finance Director
Kevin Wachtel, Finance Director
DATE: October 7, 2013
RE: Police Pension Funding Policy

Background

The Governmental Accounting Standards Board (GASB), the organization that oversees and establishes our required accounting standards, released two new statements (Statement 67, *Financial Reporting for Pension Plans* and Statement- 68, *Accounting and Financial Reporting for Pensions)* that will become effective for our fiscal years ending April 30, 2015 and 2016. Previous accounting standards issued by GASB defined the annual pension Actuarially Required Contribution (ARC) for financial reporting purposes. These new statements separate pension accounting from pension funding and no longer define the ARC, so the Village must adopt a pension funding policy to document how we determine our annual ARC.

A funding policy needs to be developed for the Police Pension Plan as the Village determines the annual contribution to that plan. The Village does not need to develop a funding policy for IMRF as the funding of the IMRF pension plan is set by IMRF.

Issues

In developing this funding policy, we have incorporated the best practices and objectives as recommended by a consortium of national organization that includes ICMA, GFOA, and the National Association of State Auditors.

We do not need to change our current funding practice. Developing a funding policy does not mean that we need to change how the Village funds the Police Pension Trust Fund. It merely means that we need to have a Board approve a written policy to document our practices.

Investment return and salary increase assumptions in this policy remain the same as they were approved by the Board in 2012. We do not believe we need to further revise our assumptions at this time. Our assumptions were revised to 7.25% for investment returns and 5.0% for salary increases, and our experience last year was 6.95% and 4.9% respectively.

The draft policy has been reviewed by our actuary, Tim Sharpe. He confirmed that it provides appropriate information for him to develop the annual actuarial valuation. In addition, Christina Coyle is a key member of the IGFOA technical committee reviewing the implantation of these new standards, and has presented this topic at seminars.

Recommendation

We recommend that the Village Board adopt the attached pension funding policy for the Village of Glen Ellyn Police Pension Trust Fund.

Attachments

Draft Village of Glen Ellyn Police Pension Funding Policy
Pension Funding Guidelines issued by the Big 7

VILLAGE OF GLEN ELLYN

POLICE PENSION FUNDING POLICY

Approved by the Village Board on XX-XX-2013

1.0 Applicability

This policy applies to the calculation of the Village of Glen Ellyn's "annual required contribution" (ARC) to the Glen Ellyn Police Pension Fund, a police pension trust fund organized under Article III of the Illinois Pension Code.

2.0 Background

The financial objective of a defined benefit pension plan is to fund the long-term cost of benefits provided to the plan participants. In order to assure that the plan is financially sustainable, the plan should accumulate adequate resources in a systematic and disciplined manner over the active service life of benefitting employees. This funding policy outlines the method the Village will utilize to determine its actuarially determined contribution to the Glen Ellyn Police Pension Fund to fund the long-term cost of benefits to the plan participants and annuitants.

The Village believes that this funding policy meets the guidelines for state and local governments set by the Pension Funding Task Force convened by the Center for State and Local Government Excellence. The guidelines set by this task force outline the following objectives for pension funding policy:

- **Actuarially Determined Contributions.** A pension funding plan should be based upon an actuarially determined annual required contribution (ARC) that incorporates both the cost of benefits in the current year and the amortization of the plan's unfunded actuarial accrued liability.
- **Funding Discipline**. A commitment to make timely, actuarially determined contributions to the retirement system is needed to ensure that sufficient assets are available for all current and future retirees.
- **Intergenerational equity**. Annual contributions should be reasonably related to the expected and actual cost of each year of service so that the cost of employee benefits is paid by the generation of taxpayers who receives services from those employees.
- **Contributions as a stable percentage of payroll**. Contributions should be managed so that employer costs remain consistent as a percentage of payroll over time.
- **Accountability and transparency**. Clear reporting of pension funding should include an assessment of whether, how, and when the plan sponsor will ensure sufficient assets are available for all current and future retirees.

3.0 Policy

3.1 Village Annual Required Contribution (ARC)

The Village will determine its ARC to the Glen Ellyn Police Pension Fund using the following principles:

a. The ARC will be calculated by an enrolled actuary.
b. The ARC will include the normal cost for current service and amortization to collect or refund any under- or over-funded amount.
c. The normal cost will be calculated using the entry age normal level of percentage of payroll actuarial cost method using the following assumptions:
    i. The investment rate of return assumption will be 7.25% per year.
    ii. The salary increase assumption will be 5.00% per year.
    iii. Non-economic assumptions, such as rates of separation, disability, retirement, mortality, etc., shall be determined by Village management in consultation with the actuary to reflect current experience.
d. The difference between the accrued liability and actuarial value of assets will be amortized to achieve 100% funding in 2040 (a 30 year closed period that began in 2011) based upon a level percentage of payroll.
e. Actuarial assets will be determined using market valuation.

The Village will make its actuarially determined contribution to the Glen Ellyn Police Pension Fund in two equal installments in or around June and September of each year.

3.2 Transparency and Reporting

Funding of the Glen Ellyn Police Pension Fund should be transparent to vested parties including plan participants, annuitants, the Glen Ellyn Police Pension Fund Board of Trustees, the Village Board, and Glen Ellyn residents. In order to achieve this transparency, the following information shall be distributed:

a. A copy of the annual actuarial valuation for the Glen Ellyn Police Pension Fund shall be made available to the Village Board and the Glen Ellyn Police Pension Fund Board of Trustees.
b. The Village's Comprehensive Annual Financial Report shall be published on its website. This report includes information on the Village's annual contribution to the Glen Ellyn Police Pension Fund, and funded status of the Glen Ellyn Police Pension Fund.
c. Each year, the Village Board shall approve the Village's annual contribution to the Glen Ellyn Police Pension Fund.
d. The Village's annual operating budget shall include the Village's contribution to the Glen Ellyn Police Pension Fund as well as a budget for the Glen Ellyn Police Pension Fund. The budget for the Glen Ellyn Police Pension Fund is controlled by the Glen Ellyn Police Pension Fund Board of Trustees, in accordance with state law. The budget document

shall be published on the Village website and made available for public inspection at the Civic Center and Glen Ellyn Public Library.

3.3 Review of Funding Policy

Funding a defined benefit pension plan requires a long-term horizon. Assumptions and inputs into the policy should focus on long-term trends, not year-to-year shifts in the economic or non-economic environments. Generally, assumptions or inputs should be evaluated and changed if long-term economic or noneconomic inputs have fundamentally changed or are no longer reasonable. As such, the Village will review this policy at least every five years to determine if changes to this policy are needed to ensure adequate resources are being accumulated in the Glen Ellyn Police Pension Fund. The Village reserves the right to make changes to this policy at any time if it is deemed appropriate.

PENSION FUNDING GUIDELINES

The Governmental Accounting Standards Board (GASB) has issued new standards for how state and local government employers should account for pension benefit costs. Significantly, the calculation of the employer pension expense will no longer be related to the employer funding requirements. Under this new approach, the GASB will require employers to report an actuarially determined annual required contribution (ARC) only if they voluntarily decide to calculate one. GASB will no longer set the parameters within which an employer calculates the ARC.[1]

Recognizing the need for action, the "Big 7" (National Governors Association, National Conference of State Legislatures, Council of State Governments, National Association of Counties, National League of Cities, U.S. Conference of Mayors, and the International City/County Management Association), established a pension funding task force. In addition to representatives from the Big 7, the National Association of State Auditors, Comptrollers and Treasurers, Government Finance Officers Association, National Association of State Retirement Administrators, and National Council on Teacher Retirement serve on it. The Center for State and Local Government Excellence is the convening organization for the task force.

The task force continues to follow closely at work in progress by the actuarial community and others in order to develop pension funding policy guidelines that are designed around five general policy objectives, starting with an actuarially determined **annual required contribution (ARC)**.[2] The funding policy guidelines should address **three core elements**: (1) actuarial cost method; (2) asset smoothing; and (3) amortization policy.

Draft guidelines have been developed to identify practices for the systematic funding and consistent reporting of funding progress. Recognizing that some accepted practices are more restrictive than current practice, the task force is exploring options that might

[1] The new GASB standards no longer use the term "annual required contribution " or "ARC". Instead, the new standards refer to the disclosure of an "actuarially determined contribution". However, these guidelines use the ARC terminology as it is already established in industry practice.

[2] Many public sector retirement systems have a fixed contribution rate that is set by statute or other legal guidance. Other systems determine contributions using other methodologies. Such systems should evaluate their contribution rates relative to their ARC determined in accordance with these Guidelines.

be needed to phase in the new practices over a period of years. [3] The task force notes that these guidelines likely will be updated periodically to reflect changes in actuarial practice with regard to funding policy.

GENERAL POLICY OBJECTIVES

State and local governments should have a pension funding policy that is based upon an actuarially determined annual required contribution (ARC), and that meets the following five policy objectives in an integrated way. Governments likely will need to strike a balance between competing objectives and determine the most appropriate time frame in which to meet their goals.

- **Actuarially Determined Contributions.** A pension funding plan should be based upon an actuarially determined annual required contribution (ARC) that incorporates both the cost of benefits in the current year and the amortization of the plan's unfunded actuarial accrued liability.
- **Funding Discipline.** A commitment to make timely, actuarially determined contributions to the retirement system is needed to ensure that sufficient assets are available for all current and future retirees.
- **Intergenerational equity.** Annual contributions should be reasonably related to the expected and actual cost of each year of service so that the cost of employee benefits is paid by the generation of taxpayers who receives services from those employees.
- **Contributions as a stable percentage of payroll.** Contributions should be managed so that employer costs remain consistent as a percentage of payroll over time.
- **Accountability and transparency.** Clear reporting of pension funding should include an assessment of whether, how, and when the plan sponsor will ensure sufficient assets are available for all current and future retirees.

[3] These Pension Funding Guidelines are developed for ongoing pension plans that provide a lifetime income according to a defined benefit formula based on the member's salary. Other funding policy consideration may apply to other types of plans, including terminated or frozen plans, retiree only plans, plans that have matched investment and benefit cash flows ("immunized" plans), retiree medical plans, other non-pay-related benefits and defined contribution plans. There are also some plan features that may require special consideration, including floor offset plans, cash balance plans and plans with "gain sharing" features.

A-12

MEMORANDUM

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

FROM: Kristen Schrader, Assistant to the Village Manager KS

DATE: October 8, 2013

RE: Proposed TIF District Adoption Ordinances

Background and Issues

The Village began the process of working towards the designation of a Tax Increment Financing (TIF) District on Roosevelt Road/Park Boulevard in early 2013. The process began with a Request for Proposal for a TIF Feasibility Study to ensure the downtown was TIF eligible (which it is), for which the Village hired Kane McKenna and Associates. Since that time, the Village and Kane McKenna have worked to complete all of the necessary steps for TIF designation, including the publishing of required documents (TIF Redevelopment Plan and Project Report and Eligibility Report), as well as statutory notice and procedural requirements.

The most recent, and second to final step in the TIF designation process, was to conduct a public hearing during the Village Board Meeting on September 9, 2013. With this step completed, the final step is the approval of three ordinances: adoption of the TIF Redevelopment Plan, establishment of the Redevelopment Project Area and adoption of tax increment financing. These ordinances must be approved within a 14 to 90 time period following the public hearing.

The Village Board is requested to review and consider the prepared ordinances at the October 14 Village Board Meeting. Further detail on the Village's TIF District designation process is available on the attached September 3 memo.

Action Requested

The Board is requested to review and consider the following ordinances at the October 14, 2013 Village Board Meeting:

1. Ordinance No. _____, An Ordinance Approving a Redevelopment Plan and Project for Roosevelt Road/Park Boulevard TIF Redevelopment Project Area.
2. Ordinance No. _____, An Ordinance Designating the Roosevelt Road/Park Boulevard TIF Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act.
3. Ordinance No. _____, An Ordinance Adopting Tax Increment Allocation Financing for Roosevelt Road/Park Boulevard TIF Redevelopment Project Area.

Attachments

- September 3, 2013 memo: Proposed TIF District – Public Hearing (with attachments)
- Ordinances

MEMORANDUM

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

FROM: Kristen Schrader, Assistant to the Village Manager

DATE: September 3, 2013

RE: Proposed Roosevelt Road/Park Boulevard TIF District – Public Hearing

Background

Tax Increment Financing (TIF) is a tool that state law affords local governments to assist them in restoring run-down, blighted areas, stimulating older neighborhoods, or jumpstarting economically sluggish parts of the community. With a TIF District, local governments can make needed infrastructure improvements and provide incentives to attract businesses and encourage investment in the community without raising taxes. New businesses mean more jobs, more customers, and, in turn, more private investment. As a result, the TIF area itself improves and property values go up. Without TIF benefits, many times a deteriorating area will not improve and property values will continue to decline.

Glen Ellyn's Proposed Roosevelt Road/Park Boulevard TIF District

Since the 2011 Strategic Plan, the Village has been considering the creation of a TIF District for a portion of Roosevelt Road. The Village has considered the creation of a TIF District on Roosevelt Road as portions of it have struggled with a lack of private development over the years, creating a variety of vacancies and long range planning deficiencies. The creation of a TIF District is necessary to remedy these deficiencies with public/private partnerships, and will also assist the Village in continuing its proactive economic development efforts.

The Village has been working with Kane, McKenna and Associates since February 2013 to complete a redevelopment plan for the proposed TIF District. The redevelopment plan includes an eligibility study that demonstrates the qualification factors that the area meets to be officially designated as a TIF district "conservation" area. A map of the proposed boundaries is attached. As the Board may recall, the boundaries of the proposed district were revised in July to exclude the Parkside and Park Plaza apartment buildings at the northwest corner of the original TIF boundaries. These housing complexes were excluded following a variety of meetings between the Village and housing representatives. Since their exclusion, the Parkside and Park Plaza representatives have not approached the Village to be reincorporated into the boundaries. Therefore, the revised boundaries from July are recommended for consideration for the proposed district.

Issues

TIF Process

State statute requires a number of actions that a municipality must take before it can designate an area as a TIF District. Over the last several months, the Village has taken these necessary actions and is prepared to host a formal public hearing, which is the last step required prior to the adoption

of ordinances designating the area as a TIF District. A summary of this process is provided in the attached flow chart.

Communication

Throughout the TIF designation process, the Village has made every effort to keep the lines of communication open with residents, taxpayers and property owners in and around the TIF District, as well as with the other taxing bodies. Several public notices were published during the summer of 2013 in the *Daily Herald* (September 9 Public Hearing Notice attached), as well as a variety of mailings sent (including a certified letter to every resident in the district). In addition, the Village held a public information meeting in June 2013 and met informally with representatives from the taxing districts and residents within the TIF District several times, both to provide information on the proposed TIF District and to answer any questions.

Joint Review Board Meeting

Prior to conducting the public hearing to approve a redevelopment plan, the state statute requires that a Joint Review Board (JRB) be convened. In accordance with the TIF Act, the Joint Review Board consists of representatives from School Districts 41, 87 and 89, DuPage County, the Glen Ellyn Park District, Milton Township, College of DuPage, a public member and a Village representative. The JRB is required to make a recommendation, which is advisory and non-binding, regarding the TIF area within 30 days after the JRB is convened.

The first JRB meeting was convened on Wednesday, July 31, 2013, and discussion was reconvened on Thursday, August 22, 2013. During these meetings, the representatives discussed the TIF Redevelopment Plan and Project; and a) how it met the objectives of the TIF Act, b) the plan requirements, c) eligibility criteria; and d) how the Village intends to use TIF funds. After board deliberation, a motion was made recommending that the TIF Redevelopment Plan and Project meets the criteria as required by the TIF Act. The recorded vote for the motion was that the recommendation be adopted by a majority of those members present and voting, by a 9-0 vote. As such, the JRB's positive recommendation carries. A copy of the Joint Review Board's report is attached, as well as the meeting minutes.

Next Steps

As all of the statutory notice and procedural requirements have been met, it is appropriate to conduct the formal public hearing. No earlier than 14 days after the public hearing, the Village Board may introduce and approve three ordinances necessary to adopt the TIF Redevelopment Plan, establish the Redevelopment Project Area and to adopt tax increment financing. These ordinances may be prepared for the September 23 Village Board Meeting and will comply with the 14 day requirement.

Immediately after passage of the ordinance designating the boundaries of the TIF District, the Village Clerk must transmit the ordinances to the County Clerk. The County Clerk must determine the most recently ascertained equalized assessed value (EAV) of each parcel of real property in the TIF District, as well as the "total initial equalized assessed value" of the taxable real property within the TIF District and provide a written certificate stating the TIF "base" EAV. The TIF District would then take effect with tax bills paid in calendar year 2014.

Summary

Tax Increment Financing is the most powerful economic development tool available to local governments and is widely used nationally and in almost 400 municipalities around the State of Illinois. Tax Increment Financing offers local governments a way to revitalize their communities by improving and/or expanding their tax base. By redeveloping blighted properties in our commercial areas and attracting stable commercial growth, the Village can continue to strengthen the business community, which is a key to Glen Ellyn's overall success.

From a financial standpoint, property values are generally flat and some are declining in this area, and reinvestment is only happening on a small scale. All taxing bodies would benefit from stabilizing property taxes in the short-term and increasing property values in this area over the long-term. This is not to say that the TIF would be a cure-all. In our current economy, decreasing property values, a tighter money supply, and the overall recession make redevelopment more difficult. These are the same reasons why facilitating development is necessary to ensure our commercial areas remain strong. Revitalizing the Roosevelt Road corridor through public investment and encouraging private investment is the most effective way to protect and enhance the Roosevelt Road corridor.

Recommendation and Action Requested

The public hearing has to be conducted before the Village Board can vote on the project. Once complete, if the Board wants to proceed, staff will bring forward the necessary ordinances for an upcoming Board Meeting. If you have any questions, or wish to receive an additional copy of the Redevelopment Plan and Project, please do not hesitate to call.

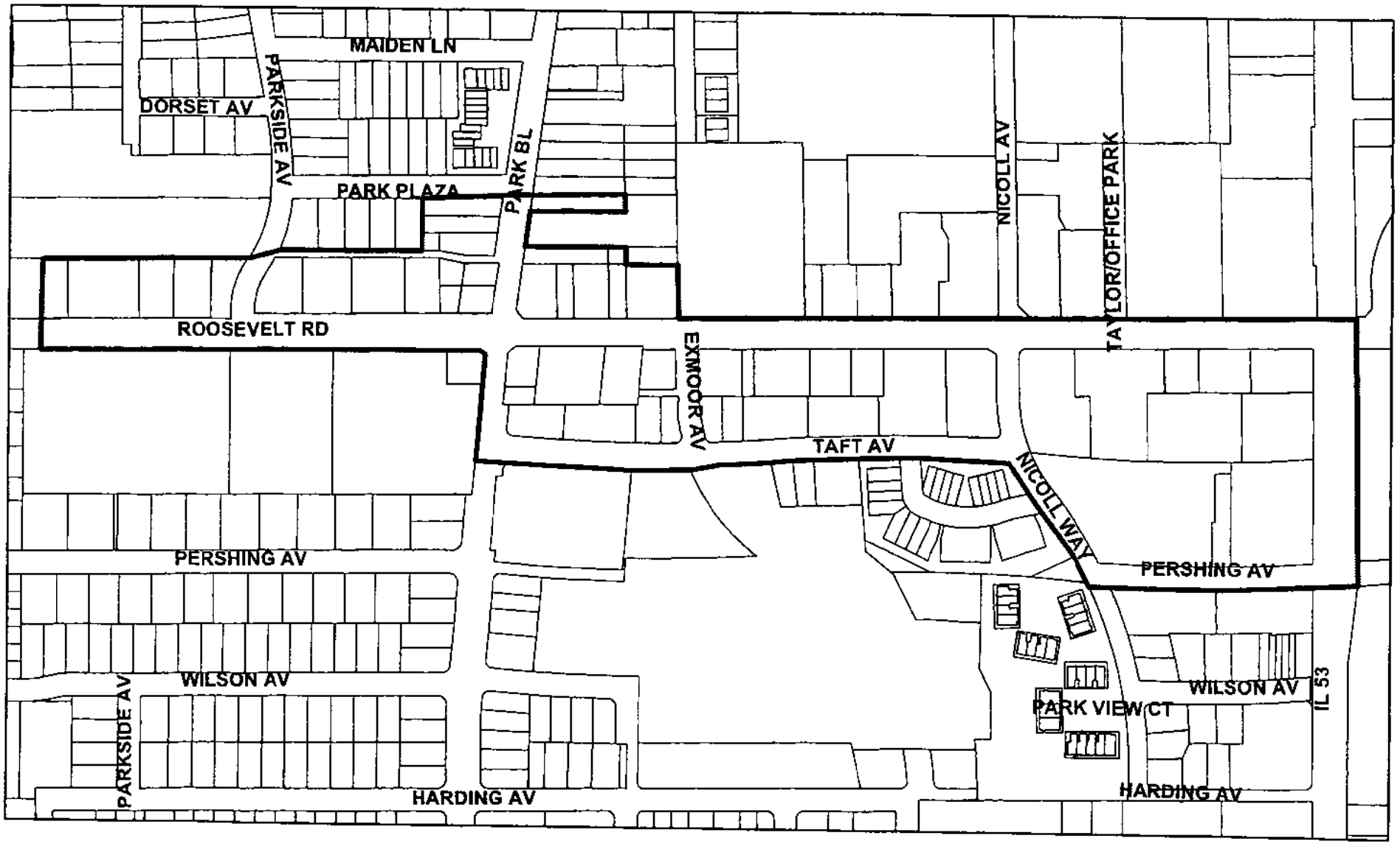
Attachments

- Proposed TIF District Map
- TIF Process Flow Chart
- JRB Minutes from July 31 and August 22, 2013
- Joint Review Board Resolution and Recommendation
- Public Hearing Notice

cc: Staci Hulseberg, Planning and Development Director
Kevin Wachtel, Finance Director
Michele Stegall, Village Planner
Christina Coyle, Assistant Finance Director

Proposed Roosevelt Road TIF District

Updated Aug. 2, 2013



0 250 500 1,000 Feet

TIF District Boundary

Prepared by: Planning and Development
Date: Aug. 2, 2013

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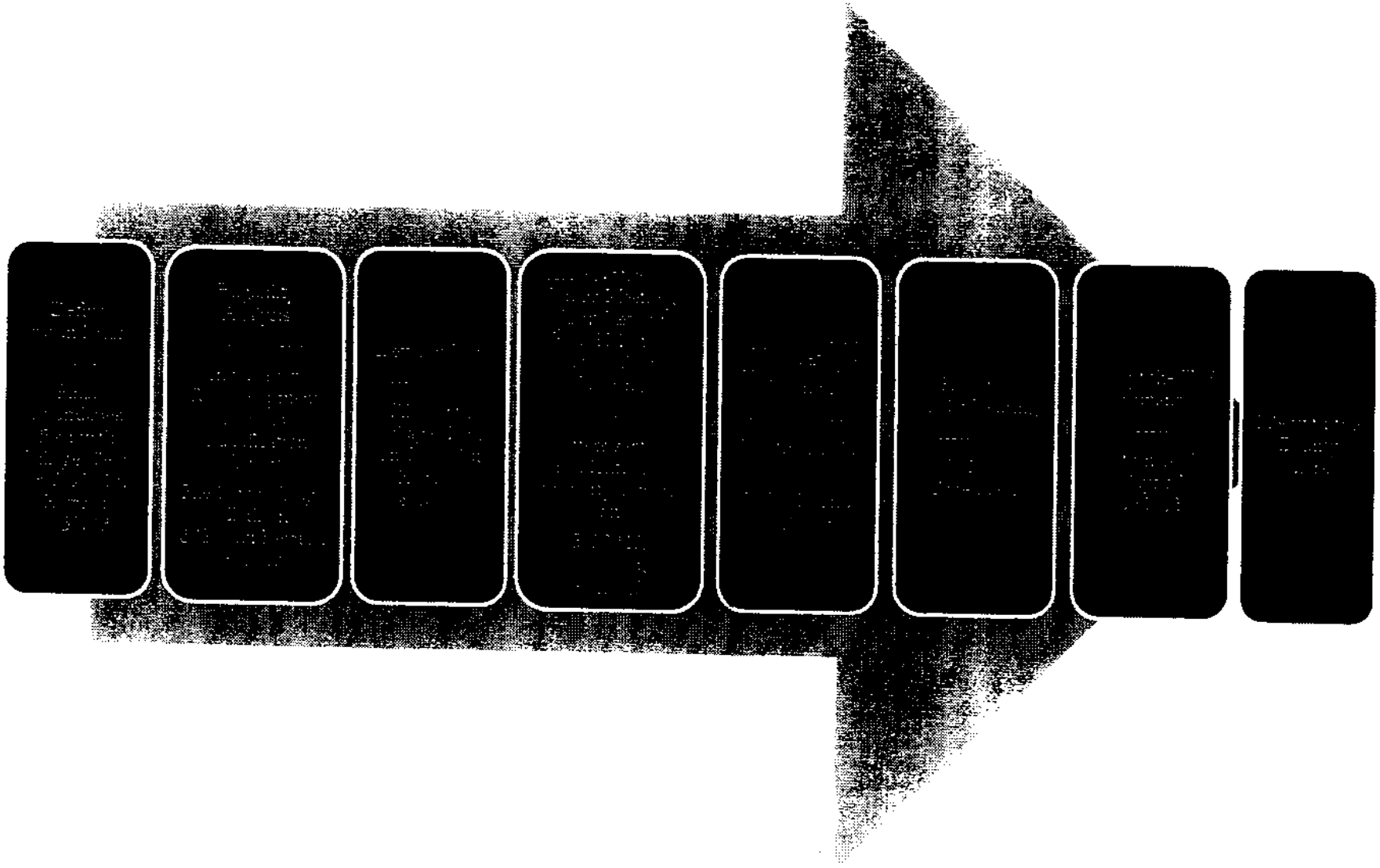
STEPS TO CREATE A TIF DISTRICT



DRAFT MINUTES
JOINT REVIEW BOARD MEETING
ROOSEVELT ROAD/PARK BOULEVARD PROJECT AREA
VILLAGE OF GLEN ELLYN
535 Duane St., Glen Ellyn, IL 60137
Wednesday, July 31, 2013
2:00 PM

1. Call to Order

Mark Franz, Glen Ellyn Village Manager, called the meeting to order at 2:05 p.m. With the meeting called to order, Mr. Franz presented information on updated boundaries for the proposed Tax Increment Financing (TIF) District that removed the housing at the northeast corner of Main Street and Roosevelt Road, including the Parkside and Park Plaza apartments. Mr. Franz noted that the apartments are welcome to join back into the TIF District if they become interested. At the next Joint Review Board (JRB) meeting, documents updated with the new boundaries and information will be presented to the taxing bodies.

2. Introduction of Representatives

The following members were in attendance (see also attached sign in sheet)

Member	**Representative**
Village of Glen Ellyn	Mark Franz
Glen Ellyn Elementary School District #41	Bob Ciserella
Glen Ellyn High School District #87	Chris McClain
Glen Ellyn Consolidated Community School District #89	Maureen Jones
Glen Ellyn Park District	Dave Harris
Milton Township	Yadav Nathwani

The following organizations did not have a representative present:
DuPage County
College of DuPage

Others present included: Kristen Schrader, Assistant to the Village Manager and Michele Stegall, Village Planner for the Village of Glen Ellyn, Julie Tappendorf, Ancel-Glink; Ares Dalianis, Franczek Radelet; Bob Rychlicki, Kane McKenna and Associates; Mary Loch, Glen Ellyn resident.

3. Selection of Public Member

A motion was made by Mr. Franz to nominate Mary Loch as the public member. The motion was seconded by Mr. Harris. With no discussion, upon a voice vote of the members present, the MOTION CARRIED unanimously.

4. Selection of Chairperson

A motion was made by Mr. Harris to nominate Mark Franz as the JRB Chairperson. The motion was seconded by Ms. Loch. Upon a voice vote of the members present, the MOTION CARRIED unanimously.

5. Review of Joint Review Board Procedures and Duties

Village Attorney Tappendorf presented an overview of the Joint Review Board's duties by state law. She explained that by law one representative of certain taxing bodies are members of the Joint Review Board and that the Board has specific duties. She explained these duties.

6. TIF Plan and TIF Eligibility Criteria – Review

Mr. Rychlicki reviewed the proposed Roosevelt Road/Park Boulevard Redevelopment Project Area and the Redevelopment Plan and Project Report and Eligibility Report. He summarized the eligibility criteria and how the Redevelopment Project Area meets these criteria for TIF District designation as a Conservation Area. He stated that the Redevelopment Project Area as a whole is adversely impacted by the presence of the conservation factors and these factors are clearly present and reasonably distributed throughout the Redevelopment Project Area. These factors go beyond normal redevelopment needs and TIF funds are necessary to finance redevelopment activities. He stated there has been a lack of growth and development through private investment, as outlined in the reports, and that but for the intervention of the Village through tax increment financing the Redevelopment Project Area is not likely to be redeveloped. He reviewed the goals of the Redevelopment Plan, the Redevelopment Project Costs, and the certifications required by the Act. The power point summary attached includes the review of the TIF eligibility factors and TIF plan sections.

Mr. Dalianas inquired if the Roosevelt Glen property had sold and Mr. Rychlicki responded that the property was currently in receivership. Further discussion was had regarding the Village's vision for the Roosevelt Glen property.

Mr. McClain asked if there will be a lower budget presented resulting from the boundary changes and Mr. Rychlicki responded that a lower budget will be presented at the upcoming JRB meeting.

Mr. Dalianas then asked if the Village had identified the land acquisition parcels within the proposed TIF District and Mr. Rychlicki responded that there are five opportunity sites that the Village has identified for land acquisition and site preparation. These sites are included in the draft Redevelopment Project Area boundaries.

Mr. Nathwani asked if utility improvements will be funded through the TIF District or from the Village's capital funds. Mr. Rychlicki responded that some TIF funds may be used, but that the Village will also leverage other resources for these improvements. There was also discussion about specific utility improvements such as the undergrounding of utility wires along Roosevelt Road.

Following these questions, Village Planner Michele Stegall presented information related to the proposed TIF District and the Village's Comprehensive Plan, Roosevelt Corridor Vision, opportunity sites and the process for implementing redevelopment on Roosevelt Road.

7. Review of Draft TIF Ordinances

Village Attorney Tappendorf presented the draft ordinances and passed them out for the taxing bodies to review. The ordinances will adopt the Redevelopment Plan and costs, the Project Area, and TIF financing.

8. Questions/Comments/Public Comment

Bob McClow, Glen Ellyn Village resident and President of the Glen Ellyn Library Board, inquired if the new Oberweis property at Main Street and Roosevelt Road was included in the proposed TIF District and Mr. Rychlicki responded that it was not. Mr. McClow followed up on his question to note that the proposed TIF District will be a worthwhile endeavor for the Village.

9. Consideration of Resolution

Not discussed.

10. Review of Timetable and Next Steps

Mr. Rychlicki reviewed the next steps for the proposed TIF District including an upcoming JRB meeting and the public hearing to be held on September 9, 2013 at the Glen Ellyn Civic Center.

A motion was made by Ms. Loch to continue the Joint Review Board meeting and reconvene on August 22, 2013 at 2:00 p.m. The motion was seconded by Mr. Nathwani. Upon a voice vote of the members present, the MOTION CARRIED unanimously.

11. Adjournment

A motion was made by Ms. Loch to adjourn the meeting at 3:35 p.m. and was seconded by Mr. McClain. Upon a voice vote of the members present, the MOTION CARRIED unanimously.

Respectfully submitted by: Kristen Schrader, Village of Glen Ellyn, Assistant to the Village Manager

DRAFT MINUTES
JOINT REVIEW BOARD MEETING
ROOSEVELT ROAD/PARK BOULEVARD PROJECT AREA
VILLAGE OF GLEN ELLYN
535 Duane St., Glen Ellyn, IL 60137
Thursday, August 22, 2013
2:00 PM

1. Call to Order

Mark Franz called the meeting to order at 2:04 p.m.

2. Introduction of JRB Members

The following members were in attendance (see also attached sign in sheet)

Member	Representative
DuPage County	Paul Lauricella
Village of Glen Ellyn	Mark Franz
Glen Ellyn Elementary School District #41	Bob Ciserella
Glen Ellyn High School District #87	Chris McClain
Glen Ellyn Consolidated Community School District #89	Maureen Jones
Glen Ellyn Park District	Nick Cinquegrani
Milton Township	Yadav Nathwani
College of DuPage	Tom Glaser
Public Member	Mary Loch

Others present included: David Silverman, Ancel-Glink; Bob Rychlicki, Kane McKenna and Associates; Kristen Schrader, Assistant to the Village Manager; Staci Hulseberg, Planning and Development Director.

3. Review of Meeting Minutes (July 31, 2013)

Chairman Mark Franz presented the draft minutes from the July 31, 2013 JRB meeting. No comments or questions on the minutes were presented by members of the JRB. Public Member Representative Mary Loch made a motion, seconded by Milton Township Representative Yadav Nathwani, that the JRB minutes from July 31, 2013 be approved as presented. Upon a voice vote of the members present, the motion carried unanimously.

4. TIF Plan and TIF Eligibility Criteria

Bob Rychlicki of Kane McKenna presented information on the updated proposed Roosevelt Road/Park Boulevard TIF District including the revised boundaries, the reduced budget and the TIF qualification factors. The revised boundaries exclude the

Parkside and Park Plaza apartments. Mr. Rychlicki summarized the revised eligibility criteria and how the Redevelopment Project Area meets these criteria for TIF District designation as a Conservation Area. He stated that the updated Redevelopment Project Area as a whole continues to be adversely impacted by the presence of the conservation factors and these factors are clearly present and reasonably distributed throughout the Redevelopment Project Area. The power point summary attached includes the review of the updated TIF eligibility factors and TIF plan sections.

Public Member Mary Loch inquired if the apartments could be reinstated into the TIF District and if so, what the process would be to reinstate them. Mr. Rychlicki responded that if the apartment representatives were to express interest in re-joining the TIF District prior to its official adoption, the Joint Review Board would need to be reconvened to reconsider the new boundaries, and the process would continue to a public hearing by the Village Board, and an official vote of the Village Board within 14-90 days after the public hearing. If the district was approved, and the Village wanted to expand the TIF District, an entire new process would commence and need to go through the same steps as a new TIF District.

5. Questions/Comments

No questions were asked by any of the members.

6. Consideration of Resolution Regarding the JRB Advisory Recommendation

Mr. Rychlicki handed out a resolution for JRB consideration. The resolution states that the JRB recommends that the proposed Roosevelt Road/Park Boulevard Redevelopment Project Area satisfies the requirements of the TIF Act and that the plan be approved by the Village Board.

Milton Township Representative Yadav Nathwani made a motion, seconded by DuPage County Representative Paul Lauricella to approve the resolution. Upon a roll call vote of the members present, the motion carried unanimously 9-0:

Member	Vote
DuPage County	Yes
Village of Glen Ellyn	Yes
Glen Ellyn Elementary School District #41	Yes
Glen Ellyn High School District #87	Yes
Glen Ellyn Consolidated Community School District #89	Yes
Glen Ellyn Park District	Yes
Public Member	Yes
College of DuPage	Yes

Milton Township	Yes

Mr. Rychlicki noted that a document that serves as the report of the Joint Review Board will be passed around to the members for their signature. All of the members signed the report.

7. Review of Timetable and Next Steps

Mr. Rychlicki discussed the next steps in the process. He indicated that the report and draft minutes will be provided to the Village Board for their review. A public hearing will be held before the Village Board on September 9, 2013 at 7 p.m. The Village Board can take action on the Ordinances previously discussed 14-90 days after the completion of the public hearing.

Mr. Rychlicki also stated that if the Village Board approves the ordinances, there will be an annual Joint Review Board meeting to discuss the progress of the district.

Mr. Franz thanked everyone for their time.

8. Adjournment

A motion was made by Ms. Loch to adjourn the meeting at 2:27 p.m. The motion was seconded by Mr. Ciserella. Upon a voice vote of the members present, the motion carried unanimously.

Respectfully submitted by: Kristen Schrader, Assistant to the Village Manager, Village of Glen Ellyn

Original

RESOLUTION AND RECOMMENDATION OF JOINT REVIEW BOARD CREATED AND CONVEYED PURSUANT TO ILLINOIS TAX INCREMENT ALLOCATION REDEVELOPMENT ACT 65 ILCS 5/11-74.4-1 et. seq. (THE "ACT")

To: Village President and the Board of Trustees
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois

WHEREAS, the Joint Review Board convened pursuant to the Act did meet on July 31, 2013 and August 22, 2013 at the Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn, Illinois, and was attended by and comprised of representatives of affected taxing jurisdictions within the proposed redevelopment project area, a representative of the Village of Glen Ellyn and a public member pursuant to the Act; and

WHEREAS, a public member of the Joint Review Board was willing to serve and was duly selected by a majority vote of all Joint Review Board members present, and a chairperson was duly selected by the Joint Review Board by majority vote of all other Joint Review Board members present; and

WHEREAS, the Joint Review Board did carefully review and consider the public record, planning documents and the proposed ordinances designating the Village of Glen Ellyn Roosevelt Road/Park Boulevard Redevelopment Project Area, and the Roosevelt Road/Park Boulevard Redevelopment Plan and Redevelopment Project and the ordinance adopting Tax Increment Financing to be adopted by the Village. The Joint Review Board also reviewed the Village of Glen Ellyn Roosevelt Road/Park Boulevard TIF Plan and Project, including the TIF Eligibility Study for the Redevelopment Project and Plan, prepared by Kane, McKenna and Associates, Inc. After considering all of said matters did agree by a vote of the members of the Joint Review Board present and voting, as provided in the Tax Increment Financing District

DATED this 22 day of August, 2013

Representative of Glen Ellyn Park District

Signature

Representative of Glenbard District 87

Signature Chris McClain

Representative of Glen Ellyn SD 41

Signature

Representative of CCSD #89

Signature

Representative of

Signature

Representative of Village of Glen Ellyn

Signature

Representative of College of DuPage

Signature

Representative of Milton Township

Signature

Representative of DuPage County

Signature

Representative Mark Franz
Village of Glen Ellyn

NOTICE OF PUBLIC HEARING

VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS
PROPOSED ROOSEVELT ROAD/PARK BOULEVARD REDEVELOPMENT PROJECT AREA

Notice is hereby given that on the 9th day of September, 2013, at 7:00 p.m. at the Village Hall, 535 Duane Street, Glen Ellyn, Illinois, a public hearing will be held to consider the approval of the proposed redevelopment plan (the *"Redevelopment Plan"*) and project (the *"Project"*) and the designation of that certain proposed redevelopment project area to be known as the Roosevelt Road/Park Boulevard Redevelopment Project Area (the *"Redevelopment Project Area"*). The Redevelopment Project Area consists of the territory legally described in Exhibit 1 attached and is generally described below:

The RPA is generally described as including a contiguous area generally described as parcels along Roosevelt Road the first part of which is on the south side of Roosevelt Road between Route 53 and Park Boulevard, and the second part is on the north side of Roosevelt Road between Park Boulevard and Main Street. The first part includes parcels bounded on the north by Roosevelt Road, on the east by Route 53, on the south by Pershing and Taft Avenues and on the west by Park Boulevard; this area also includes parcels along the northeast corner of Park Boulevard and Roosevelt Road. The second portion of the RPA includes parcels bounded on the east by Park Boulevard, on the south by Roosevelt Road, on the west by Main Street and on the north by the frontage properties facing Roosevelt Road. Adjacent rights of way are also included.

There will be considered at the hearing approval of the Redevelopment Plan and Project for and the designation of the proposed Redevelopment Project Area and adoption of tax increment allocation financing therefor. The proposed Redevelopment Plan and Project is on file and available for public inspection at the office of the Village Clerk, Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Pursuant to the Redevelopment Plan and Project the Village proposes to alleviate conservation area conditions in the Redevelopment Project Area and to enhance the tax base of the Village and the taxing districts having taxable property within the Redevelopment Project Area by utilizing tax increment financing to fund various eligible project costs to stimulate private investment within the Redevelopment Project Area. These eligible project costs may include, but may not be limited to, studies, surveys, professional fees, property assembly and relocation costs, construction of public improvements and facilities, rehabilitation, administrative and other professional costs, all as authorized under the Tax Increment Allocation Redevelopment Act, as amended. The Redevelopment Plan objectives include promoting and protecting the health, safety, morals and welfare of the public by establishing a public/private partnership, establishing economic growth, development and training in the Village by working within the guidelines of the business attraction and retention strategies developed by the Village, encouraging private investment while conforming with the Village's comprehensive plan, restoring and enhancing the Village's tax base, enhancing the value of the proposed Redevelopment Project Area, improving the environmental quality of the proposed Redevelopment Project Area, and retaining and attracting

employment opportunities within the proposed Redevelopment Project Area. To achieve these objectives, the Redevelopment Plan proposes to provide assistance by paying or reimbursing costs related to the acquisition, construction and installation of public facilities, property assembly, rehabilitation, site preparation and improvement, job training and other eligible redevelopment project costs, the execution of one or more redevelopment agreements, and the payment of financing, administrative and other professional costs.

Prior to the date of the hearing, each taxing district having property in the Redevelopment Project Area and the Illinois Department of Commerce and Economic Opportunity may submit written comments to the Village, to the attention of the Village Clerk, Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn, Illinois 60137.

A joint review board was convened to consider the proposed Redevelopment Plan and Project for and the designation of the proposed Redevelopment Project Area and the adoption of tax increment allocation financing therefor. The joint review board shall consist of a representative selected by each community college district, local elementary school district and high school district or each local community unit school district, park district, library district, township, fire protection district and county that will have the authority to directly levy taxes on the property within the Redevelopment Project Area at the time that the Redevelopment Project Area is approved, a representative selected by the Village, and a public member. The first meeting of said joint review board was held at 2:00 p.m. on the 31st day of July, 2013, at the Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn, Illinois.

At the hearing, all interested persons or affected taxing districts may file written objections with the Village Clerk and may be heard orally with respect to any issues regarding the approval of the Redevelopment Plan and Project for and the designation of the Redevelopment Project Area and the adoption of tax increment allocation financing therefor. The hearing may be adjourned by the Village President and the Board of Trustees of the Village without further notice other than a motion to be entered upon the minutes of the hearing fixing the time and place of the subsequent hearing.

/s/

Village Clerk
Village of Glen Ellyn
DuPage County, Illinois

EXHIBIT 1

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

THAT PART OF THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 14, THE SOUTHWEST QUARTER OF SECTION 15, THE NORHTWEST QUARTER OF SECTION 24 AND THE NORTHWEST AND NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF ROOSEVELT ROAD SAID POINT BEING 195 FEET EAST OF THE SOUTHWEST CORNER OF LOT 28 IN E.W. ZANDER'S COUNTRY HOMES ADDITION TO GLEN ELLYN PER DOCUMENT 095781; THENCE NORTH PARRALLEL WITH THE WEST LINE OF SAID LOT 28, 171.7 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 28, 592 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF PARKSIDE DRIVE; THENCE NORTHEASTERLY 100 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 3 BLOCK 1 IN ARTHUR T MCINTOSH AND COMPANY'S PARK BOULEVARD SUBDIVISION PER DOCUMENT 205846; THENCE EASTERLY ALONG THE SOUTH LINE OF LOTS 3, 22, 21 20 AND 19 BLOCK 1 IN SAID ARTHUR T MCINTOSH AND COMPANY'S PARK BOULEVARD SUBDIVISION 419.4 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19 BLOCK 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 19 BLOCK 1, 156.9 FEET TO THE NORTHEAST CORNER OF SAID LOT 9 BLOCK 1; THENCE EAST ALONG THE NORTH LINE AND PROLONGATION THEROF OF LOTS 18 & 17 BLOCK 1 OF SAID ARTHUR T MACINTOSH AND COMPANY'S PARK BOULEVEARD SUBDIVISION 316.6 FEET TO THE EAST LINE OF PARK BOULEVARD; THENCE NORTHERLY ALONG THE EAST LINE OF PARK BOULEVARD 8 FEET TO THE NORTHWEST CORNER OF LOT 13 OF BLOCK 1 IN ROOSEVELT GARDEN HOMESITES SUBDIVISION PER DOCUMENT 148152; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 13 265.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE WEST 273.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE SOUTHERLY 101.06 FEET ALONG THE WESTERLY LINES OF LOTS 14 AND 15 OF BLOCK 1 IN SAID ROOSEVELT GARDEN HOMESITES SUBDIVISION TO THE NORTHWEST CORNER OF LOT 16 OF BLOCK 1 IN SAID SUBDIVISION; THENCE EASTERLY 289.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE EASTERLY 150 FEET TO THE SOUTHEAST CORNER OF LOT 26 OF BLOCK 1 IN SAID ROOSEVELT GARDEN HOMESITES SUBDIVISION; THENCE SOUTH 158.28 FEET TO THE SOUTHEAST CORNER OF LOT 25 OF BLOCK 1 IN SAID SUBDIVISON SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT ROAD; THENCE EASTERLY ALONG THE NORHTERLY RIGHT OF WAY LINE OF ROOSEVELET ROAD 1,860 FEET TO THE SOUTHEAST CORNER OF LOT 21 IN BLOCK 19 IN ROOSEVELT GARDEN HOMESITES; THENCE CONTINUING EASTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 100 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 53; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE 66 FEET TO THE NORTHWEST CORNER OF LOT 1 MARYKNOLL OFFICE SUBDIVISION PER

DOCUMENT R1997-020954; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND THE PROLONGATION OF SAID WEST LINE 675.75 TO THE NORHTWEST CORNER OF LOT 1 IN THE MARYKNOLL ASSESSMENENT PLAT NO. 2 PER DOCUMENT R2006-135489; THENCE WESTRLY 144.4 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK 6 IN ROOSEVELT HILLS SUBDIVSION PER DOCUMENT 268777; THENCE CONTINUING WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF PERSHING AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF OUT LOT A IN THE TOWNHOMES OF WATERS EDGE SUBDVISION, PER DOCUMENT R2005-148006 SAID EASTERLY LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF NICOLL WAY; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID OUT LOT A 98.54 FEET TO THE SOUTHEAST CORNER OF KINGSBROOK GLEN TOWNHOMES PUD PER DOCUMENT R2006-159398; THENCE CONTINUING NORHTWESTERLY ALONG THE EASTERLY LINE OF SAID KINGSBROOK GLEN TOWNHOMES PUD SAID LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF NICOLLL WAY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 1207.24 FEET, 185.16 FEET; THENCE CONTINUING ALONG SAID LINE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 498.97 FEET, 120.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 25.00 FEET, 27.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF TAFT AVENUE; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 5142.71 FEET, 419.25 FEET TO THE NORTHWEST CORNER OF AFORESAID KINGSBROOK GLEN TOWNHOMES PUD; THENCE CONTINUING WESTERLY ALONG THE SOUTH LINE OF TAFT AVENUE, SAID LINE ALSO BEING THE NORTHERLY LINE OF LOTS 8 THROUGH 12 IN ROOSEVELT HILLS PER DOCUMENT 268777, 249.15 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF TAFT AVENUE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 538.95 FEET, 170.15 FEET TO THE INTERSECTION OF THE NORTHEAST CORNER OF THE VACATED RIGHT OF WAY LINE OF SOUTH ELLYN DRIVE AND THE SOUTH LINE OF TAFT AVENUE; THENCE SOUTHWESTERLY ALONG SAID VACATED LINE 80 FEET TO THE NORTHWEST CORNER OF THE VACATED RIGHT OF WAY LINE OF SOUTH ELLYN DRIVE AND THE SOUTH LINE OF TAFT AVENUE; THENCE CONTINUING WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT AVENUE AND THE PROLONGATION OF SAID SOUTH RIGHT OF WAY LINE SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 4,727.96 FEET TO THE NORTH 621.95 FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF PARK AVENUE; THENCE NORHTERLY ALONG THE SAID WEST RIGHT OF WAY LINE OF PARK AVENUE 329.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF ROOSEVELT ROAD, SAID LINE BEING 50' SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE 265.5 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 9 IN JOHN S WAGNERS'S SECOND ADDITION TO GLEN ELLYN PER DOCUMENT 802295; THENCE CONTINUING WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF ROOSEVELT ROAD 855 FEET TO A POINT 55 FEET EAST OF THE NORHWEST CORNER OF LOT 1 IN JOHN S WAGNER'S FIRST ADDITION TO GLEN ELLYN PER DOCUMENT 689814; THENCE NORTH 83 FEET MORE OR LESS TO THE POINT OF BEGINNING.

FIRST ORDINANCE

VILLAGE OF GLEN ELLYN
DUPAGE COUNTY, ILLINOIS

ORDINANCE - _____

AN ORDINANCE APPROVING A REDEVELOPMENT PLAN AND PROJECT FOR ROOSEVELT ROAD/PARK BOULEVARD TIF REDEVELOPMENT PROJECT AREA

ADOPTED BY THE
PRESIDENT AND VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF GLEN ELLYN
THIS _____ DAY OF _____, 2013

Published by authority of the President and Village Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois this ____ day of _____, 2013.

AN ORDINANCE APPROVING A
REDEVELOPMENT PLAN AND PROJECT FOR
ROOSEVELT ROAD/PARK BOULEVARD TIF REDEVELOPMENT PROJECT AREA

ORDINANCE - _____

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Glen Ellyn ("***Village***") to use tax increment allocation financing to promote redevelopment activities in an area to be designated the Roosevelt Road/Park Boulevard TIF Redevelopment Project Area ("***RPA***"), pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended ("***Act***"); and

WHEREAS, the RPA constitutes in the aggregate more than one and one-half acres; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the Village's Corporate Authorities scheduled and convened a public hearing on September 9, 2013 ("***Public Hearing***") to consider the RPA plan and project and the designation of the RPA as a redevelopment project area under the Act; and

WHEREAS, notice of the Public Hearing was given in accordance with Section 11-74.4-5 of the Act to Interested Parties, affected taxing districts and to the Department of Commerce and Economic Opportunity of the State of Illinois on July 12, 2013, by publication on August 13, 2013, and August 20, 2013, to residential addresses within 750' outside the RPA on July 12, 2013, and to taxpayers within the RPA on August 12, 2013; and

WHEREAS, the Corporate Authorities have reviewed the information concerning such factors presented at the Public Hearing and have reviewed other studies and are generally informed of the conditions in the proposed RPA that could cause the RPA to be a "conservation area" as defined in the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed RPA to determine whether private development would take place in the proposed RPA as a whole without the adoption of the proposed redevelopment plan and project; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements thereon in the proposed RPA would be substantially benefited by the proposed RPA improvements; and

WHEREAS, the Corporate Authorities have reviewed the proposed plan and project and also the existing comprehensive plan for the Village to determine whether the proposed RPA plan and project conform to the existing comprehensive plan of the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, as follows:

Section 1: Recitals. The foregoing recitals are incorporated into this Ordinance as if fully set forth in this Section 1.

Section 2: Findings. The Corporate Authorities hereby find that the following facts have been established by the preponderance of the evidence:

a. The RPA is legally described in ***Exhibit A*** attached to and, by this reference, made a part of this Ordinance. The general street location for the RPA is described in ***Exhibit B*** attached to and, by this reference, made a part of this Ordinance. The map of the RPA is depicted on ***Exhibit C*** attached to and, by this reference, made a part of this Ordinance.

b. There exist conditions that cause the RPA to be subject to designation as a redevelopment project area under the Act and to be classified as a "conservation area" as defined in the Act.

c. The proposed RPA on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the RPA plan and project.

d. The RPA plan and project conform to the existing comprehensive plan for the development of the Village as a whole, and is consistent with the zoning designation for parcels within the RPA as reflected on the Village's zoning map.

e. As set forth in the RPA plan and project, it is anticipated that all obligations incurred to finance redevelopment project costs, if any, as defined in the RPA plan and project shall be retired no later than December 31st of the year in which the payment to the municipal treasurer, pursuant to the Act, is to be made with respect to the ad valorem taxes levied in the twenty-third calendar year after the RPA is designated.

f. The parcels of real property in the proposed RPA are contiguous, and only those contiguous parcels of real property and their respective improvements that will be substantially benefited by the proposed RPA plan and project improvements are included in the proposed Area.

Section 3: Plan and Project Approved. That the RPA Plan and Project, prepared by Kane McKenna & Associates, with a latest revision date of August 5, 2013, that was reviewed at the public hearing convened on September 9, 2013, shall be and is hereby adopted and approved in substantially the form of ***Exhibit D*** attached to and, by this reference, made a part of this Ordinance.

Section 4: **Invalidity of Any Section.** That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5: **Superseder and Effective Date.** That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effective immediately upon its passage by the Corporate Authorities and approval as provided by law.

Section 6. **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 _____, 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 _____, 2013.)

EXHIBIT A

LEGAL DESCRIPTION

August 7, 2013

REVISED TIF DISTRICT
GLEN ELLYN
LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 14, THE SOUTHWEST QUARTER OF SECTION 15, THE NORHTWEST QUARTER OF SECTION 24 AND THE NORTHWEST AND NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF ROOSEVELT ROAD SAID POINT BEING 195 FEET EAST OF THE SOUTHWEST CORNER OF LOT 28 IN E.W. ZANDER'S COUNTRY HOMES ADDITION TO GLEN ELLYN PER DOCUMENT 095781; THENCE NORTH PARRALLEL WITH THE WEST LINE OF SAID LOT 28, 171.7 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 28, 592 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF PARKSIDE DRIVE; THENCE NORTHEASTERLY 100 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 3 BLOCK 1 IN ARTHUR T MCINTOSH AND COMPANY'S PARK BOULEVARD SUBDIVISION PER DOCUMENT 205846; THENCE EASTERLY ALONG THE SOUTH LINE OF LOTS 3, 22, 21 20 AND 19 BLOCK 1 IN SAID ARTHUR T MCINTOSH AND COMPANY'S PARK BOULEVARD SUBDIVISION 419.4 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19 BLOCK 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 19 BLOCK 1, 156.9 FEET TO THE NORTHEAST CORNER OF SAID LOT 9 BLOCK 1; THENCE EAST ALONG THE NORTH LINE AND PROLONGATION THEROF OF LOTS 18 & 17 BLOCK 1 OF SAID ARTHUR T MACINTOSH AND COMPANY'S PARK BOULEVEARD SUBDIVISION 316.6 FEET TO THE EAST LINE OF PARK BOULEVARD; THENCE NORTHERLY ALONG THE EAST LINE OF PARK BOULEVARD 8 FEET TO THE NORTHWEST CORNER OF LOT 13 OF BLOCK 1 IN ROOSEVELT GARDEN HOMESITES SUBDIVISION PER DOCUMENT 148152; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 13 265.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE WEST 273.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE SOUTHERLY 101.06 FEET ALONG THE WESTERLY LINES OF LOTS 14 AND 15 OF BLOCK 1 IN SAID ROOSEVELT GARDEN HOMESITES SUBDIVISION TO THE NORTHWEST CORNER OF LOT 16 OF BLOCK 1 IN SAID SUBDIVISION; THENCE EASTERLY 289.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE EASTERLY 150 FEET TO THE SOUTHEAST CORNER OF LOT 26 OF BLOCK 1 IN SAID ROOSEVELT GARDEN HOMESITES SUBDIVISION; THENCE SOUTH 158.28 FEET TO THE SOUTHEAST CORNER OF LOT 25 OF BLOCK 1 IN SAID SUBDIVISON SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT ROAD; THENCE EASTERLY ALONG THE NORHTERLY RIGHT OF WAY LINE OF ROOSEVELET ROAD 1,860 FEET TO THE SOUTHEAST CORNER OF LOT 21 IN BLOCK 19 IN ROOSEVELT GARDEN HOMESITES; THENCE CONTINUING EASTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 100 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 53; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE 66 FEET TO THE NORTHWEST CORNER OF LOT 1 MARYKNOLL OFFICE SUBDIVISION PER DOCUMENT R1997-020954; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND THE PROLONGATION OF SAID WEST LINE 675.75 TO THE NORHTWEST CORNER OF LOT 1 IN THE MARYKNOLL ASSESSMENENT PLAT NO. 2 PER DOCUMENT R2006-135489; THENCE WESTRLY 144.4 FEET MORE OR

LESS TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK 6 IN ROOSEVELT HILLS SUBDIVSION PER DOCUMENT 268777; THENCE CONTINUING WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF PERSHING AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF OUT LOT A IN THE TOWNHOMES OF WATERS EDGE SUBDVISION, PER DOCUMENT R2005-148006 SAID EASTERLY LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF NICOLL WAY; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID OUT LOT A 98.54 FEET TO THE SOUTHEAST CORNER OF KINGSBROOK GLEN TOWNHOMES PUD PER DOCUMENT R2006-159398; THENCE CONTINUING NORHTWESTERLY ALONG THE EASTERLY LINE OF SAID KINGSBROOK GLEN TOWNHOMES PUD SAID LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF NICOLLL WAY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 1207.24 FEET, 185.16 FEET; THENCE CONTINUING ALONG SAID LINE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 498.97 FEET, 120.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 25.00 FEET, 27.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF TAFT AVENUE; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 5142.71 FEET, 419.25 FEET TO THE NORTHWEST CORNER OF AFORESAID KINGSBROOK GLEN TOWNHOMES PUD; THENCE CONTINUING WESTERLY ALONG THE SOUTH LINE OF TAFT AVENUE, SAID LINE ALSO BEING THE NORTHERLY LINE OF LOTS 8 THROUGH 12 IN ROOSEVELT HILLS PER DOCUMENT 268777, 249.15 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF TAFT AVENUE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 538.95 FEET, 170.15 FEET TO THE INTERSECTION OF THE NORTHEAST CORNER OF THE VACATED RIGHT OF WAY LINE OF SOUTH ELLYN DRIVE AND THE SOUTH LINE OF TAFT AVENUE; THENCE SOUTHWESTERLY ALONG SAID VACATED LINE 80 FEET TO THE NORTHWEST CORNER OF THE VACATED RIGHT OF WAY LINE OF SOUTH ELLYN DRIVE AND THE SOUTH LINE OF TAFT AVENUE; THENCE CONTINUING WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT AVENUE AND THE PROLONGATION OF SAID SOUTH RIGHT OF WAY LINE SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 4,727.96 FEET TO THE NORTH 621.95 FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF PARK AVENUE; THENCE NORHTERLY ALONG THE SAID WEST RIGHT OF WAY LINE OF PARK AVENUE 329.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF ROOSEVELT ROAD, SAID LINE BEING 50' SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE 265.5 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 9 IN JOHN S WAGNERS'S SECOND ADDITION TO GLEN ELLYN PER DOCUMENT 802295; THENCE CONTINUING WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF ROOSEVELT ROAD 855 FEET TO A POINT 55 FEET EAST OF THE NORHWEST CORNER OF LOT 1 IN JOHN S WAGNER'S FIRST ADDITION TO GLEN ELLYN PER DOCUMENT 689814; THENCE NORTH 83 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT B

GENERAL STREET LOCATION

General Street Location

The RPA is a contiguous area generally described as parcels along Roosevelt Road the first part of which is between Route 53 and Park Boulevard, and the second part is between Park Boulevard and Main Street. The first portion includes parcels bounded on the north by Roosevelt Road, on the east by Route 53, on the south by Pershing and Taft Avenues and on the west by Park Boulevard; this area also includes parcels along the northeast corner of Park Boulevard and Roosevelt Road. The second portion of the RPA includes parcels bounded on the east by Park Boulevard, on the south by Roosevelt Road, on the west by Main Street and on the North by the property lines of parcels fronting Roosevelt Road. Adjacent rights of way are also included.

EXHIBIT C

MAP OF REDEVELOPMENT PROJECT AREA

Proposed Roosevelt Road TIF District

Updated Aug. 2, 2013

0 250 500 1,000 Feet

TIF District Boundary

Prepared by: Planning and Development
Date: Aug. 2, 2013

N

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon the roll being called, the following Trustees voted AYE: _____

_____

_____

The following Trustee voted NAY: _____

_____

Whereupon the President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Village Clerk to record the same in full in the records of the President and Village Board of the Village of Glen Ellyn, DuPage County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

_____

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois (the *"Village"*), and that as such official I am the keeper of the records and files of the President and Village Board of the Village (the *"Corporate Authorities"*).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the ____ day of _____, 2013, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE APPROVING A REDEVELOPMENT PLAN AND PROJECT FOR ROOSEVELT ROAD/PARK BOULEVARD TIF REDEVELOPMENT PROJECT AREA

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this __ day of _____, 2013.

_____
Village Clerk

(SEAL)

SECOND ORDINANCE

VILLAGE OF GLEN ELLYN
DUPAGE COUNTY, ILLINOIS

ORDINANCE - _____

AN ORDINANCE DESIGNATING THE ROOSEVELT ROAD/PARK BOULEVARD TIF REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

ADOPTED BY THE
PRESIDENT AND VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF GLEN ELLYN
THIS _____ DAY OF _____, 2013

Published by authority of the President and Village Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois this ____ day of _____, 2013.

AN ORDINANCE DESIGNATING THE ROOSEVELT ROAD/PARK BOULEVARD TIF REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

ORDINANCE - _____

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Glen Ellyn ("***Village***") to use tax increment allocation financing to promote redevelopment activities in an area to be designated in this Ordinance the Roosevelt Road/Park Boulevard TIF Redevelopment Project Area ("***RPA***"), pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended ("***Act***"); and; and

WHEREAS, the Corporate Authorities have by ordinance approved the RPA Plan and Project and it is now necessary and desirable to designate the RPA as a redevelopment project area pursuant to the Act.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, as follows:

Section 1: Recitals. The foregoing recitals are incorporated into this Ordinance as if fully set forth in this Section 1.

Section 2: Area Designated. That the Roosevelt Road/Park Boulevard TIF Redevelopment Project Area, legally described in ***Exhibit A*** attached to and, by this reference made a part of this Ordinance, shall be and is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The general street location for the RPA is described in ***Exhibit B*** attached to and, by this reference, made a part of this Ordinance. The map of the RPA is depicted on ***Exhibit C*** attached to and, by this reference, made a part of this Ordinance.

Section 3: Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4: Superseder and Effective Date. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effective immediately upon its passage by the Corporate Authorities and approval as provided by law.

Section 5: 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 _____, 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 _____, 2013.)

EXHIBIT A

LEGAL DESCRIPTION

August 7, 2013

REVISED TIF DISTRICT
GLEN ELLYN
LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 14, THE SOUTHWEST QUARTER OF SECTION 15, THE NORHTWEST QUARTER OF SECTION 24 AND THE NORTHWEST AND NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF ROOSEVELT ROAD SAID POINT BEING 195 FEET EAST OF THE SOUTHWEST CORNER OF LOT 28 IN E.W. ZANDER'S COUNTRY HOMES ADDITION TO GLEN ELLYN PER DOCUMENT 095781; THENCE NORTH PARRALLEL WITH THE WEST LINE OF SAID LOT 28, 171.7 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 28, 592 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF PARKSIDE DRIVE; THENCE NORTHEASTERLY 100 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 3 BLOCK 1 IN ARTHUR T MCINTOSH AND COMPANY'S PARK BOULEVARD SUBDIVISION PER DOCUMENT 205846; THENCE EASTERLY ALONG THE SOUTH LINE OF LOTS 3, 22, 21 20 AND 19 BLOCK 1 IN SAID ARTHUR T MCINTOSH AND COMPANY'S PARK BOULEVARD SUBDIVISION 419.4 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19 BLOCK 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 19 BLOCK 1, 156.9 FEET TO THE NORTHEAST CORNER OF SAID LOT 9 BLOCK 1; THENCE EAST ALONG THE NORTH LINE AND PROLONGATION THEROF OF LOTS 18 & 17 BLOCK 1 OF SAID ARTHUR T MACINTOSH AND COMPANY'S PARK BOULEVEARD SUBDIVISION 316.6 FEET TO THE EAST LINE OF PARK BOULEVARD; THENCE NORTHERLY ALONG THE EAST LINE OF PARK BOULEVARD 8 FEET TO THE NORTHWEST CORNER OF LOT 13 OF BLOCK 1 IN ROOSEVELT GARDEN HOMESITES SUBDIVISION PER DOCUMENT 148152; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 13 265.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE WEST 273.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE SOUTHERLY 101.06 FEET ALONG THE WESTERLY LINES OF LOTS 14 AND 15 OF BLOCK 1 IN SAID ROOSEVELT GARDEN HOMESITES SUBDIVISION TO THE NORTHWEST CORNER OF LOT 16 OF BLOCK 1 IN SAID SUBDIVISION; THENCE EASTERLY 289.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE EASTERLY 150 FEET TO THE SOUTHEAST CORNER OF LOT 26 OF BLOCK 1 IN SAID ROOSEVELT GARDEN HOMESITES SUBDIVISION; THENCE SOUTH 158.28 FEET TO THE SOUTHEAST CORNER OF LOT 25 OF BLOCK 1 IN SAID SUBDIVISON SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT ROAD; THENCE EASTERLY ALONG THE NORHTERLY RIGHT OF WAY LINE OF ROOSEVELET ROAD 1,860 FEET TO THE SOUTHEAST CORNER OF LOT 21 IN BLOCK 19 IN ROOSEVELT GARDEN HOMESITES; THENCE CONTINUING EASTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 100 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 53; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE 66 FEET TO THE NORTHWEST CORNER OF LOT 1 MARYKNOLL OFFICE SUBDIVISION PER DOCUMENT R1997-020954; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND THE PROLONGATION OF SAID WEST LINE 675.75 TO THE NORHTWEST CORNER OF LOT 1 IN THE MARYKNOLL ASSESSMENENT PLAT NO. 2 PER DOCUMENT R2006-135489; THENCE WESTRLY 144.4 FEET MORE OR

LESS TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK 6 IN ROOSEVELT HILLS SUBDIVSION PER DOCUMENT 268777; THENCE CONTINUING WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF PERSHING AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF OUT LOT A IN THE TOWNHOMES OF WATERS EDGE SUBDVISION, PER DOCUMENT R2005-148006 SAID EASTERLY LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF NICOLL WAY; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID OUT LOT A 98.54 FEET TO THE SOUTHEAST CORNER OF KINGSBROOK GLEN TOWNHOMES PUD PER DOCUMENT R2006-159398; THENCE CONTINUING NORHTWESTERLY ALONG THE EASTERLY LINE OF SAID KINGSBROOK GLEN TOWNHOMES PUD SAID LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF NICOLLL WAY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 1207.24 FEET, 185.16 FEET; THENCE CONTINUING ALONG SAID LINE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 498.97 FEET, 120.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 25.00 FEET, 27.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF TAFT AVENUE; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 5142.71 FEET, 419.25 FEET TO THE NORTHWEST CORNER OF AFORESAID KINGSBROOK GLEN TOWNHOMES PUD; THENCE CONTINUING WESTERLY ALONG THE SOUTH LINE OF TAFT AVENUE, SAID LINE ALSO BEING THE NORTHERLY LINE OF LOTS 8 THROUGH 12 IN ROOSEVELT HILLS PER DOCUMENT 268777, 249.15 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF TAFT AVENUE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 538.95 FEET, 170.15 FEET TO THE INTERSECTION OF THE NORTHEAST CORNER OF THE VACATED RIGHT OF WAY LINE OF SOUTH ELLYN DRIVE AND THE SOUTH LINE OF TAFT AVENUE; THENCE SOUTHWESTERLY ALONG SAID VACATED LINE 80 FEET TO THE NORTHWEST CORNER OF THE VACATED RIGHT OF WAY LINE OF SOUTH ELLYN DRIVE AND THE SOUTH LINE OF TAFT AVENUE; THENCE CONTINUING WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT AVENUE AND THE PROLONGATION OF SAID SOUTH RIGHT OF WAY LINE SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 4,727.96 FEET TO THE NORTH 621.95 FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF PARK AVENUE; THENCE NORHTERLY ALONG THE SAID WEST RIGHT OF WAY LINE OF PARK AVENUE 329.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF ROOSEVELT ROAD, SAID LINE BEING 50' SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE 265.5 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 9 IN JOHN S WAGNERS'S SECOND ADDITION TO GLEN ELLYN PER DOCUMENT 802295; THENCE CONTINUING WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF ROOSEVELT ROAD 855 FEET TO A POINT 55 FEET EAST OF THE NORHWEST CORNER OF LOT 1 IN JOHN S WAGNER'S FIRST ADDITION TO GLEN ELLYN PER DOCUMENT 689814; THENCE NORTH 83 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT B

GENERAL STREET LOCATION

General Street Location

The RPA is a contiguous area generally described as parcels along Roosevelt Road the first part of which is between Route 53 and Park Boulevard, and the second part is between Park Boulevard and Main Street. The first portion includes parcels bounded on the north by Roosevelt Road, on the east by Route 53, on the south by Pershing and Taft Avenues and on the west by Park Boulevard; this area also includes parcels along the northeast corner of Park Boulevard and Roosevelt Road. The second portion of the RPA includes parcels bounded on the east by Park Boulevard, on the south by Roosevelt Road, on the west by Main Street and on the North by the property lines of parcels fronting Roosevelt Road. Adjacent rights of way are also included.

EXHIBIT C

MAP OF REDEVELOPMENT PROJECT AREA

Proposed Roosevelt Road TIF District

Updated Aug. 2, 2013

TIF District Boundary

0 250 500 1,000 Feet

Prepared by: Planning and Development
Date: Aug. 2, 2013

N

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon the roll being called, the following Trustees voted AYE: _____

_____

_____

The following Trustees voted NAY: _____

_____

Whereupon the President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Village Clerk to record the same in full in the records of the President and Village Board of the Village of Glen Ellyn, DuPage County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

_____
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois (the *"Village"*), and that as such official I am the keeper of the records and files of the President and Village Board of the Village (the *"Corporate Authorities"*).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the ____ day of _____, 2013, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE DESIGNATING THE ROOSEVELT ROAD/PARK BOULEVARD TIF REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this __ day of _____, 2013.

_____
Village Clerk

(Seal)

THIRD ORDINANCE

VILLAGE OF GLEN ELLYN
DUPAGE COUNTY, ILLINOIS

ORDINANCE - _____

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR ROOSEVELT ROAD/PARK BOULEVARD TIF REDEVELOPMENT PROJECT AREA

ADOPTED BY THE
PRESIDENT AND VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF GLEN ELLYN
THIS _____ DAY OF _____, 2013

Published by authority of the President and Village Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois this ____ day of _____, 2013.

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR ROOSEVELT ROAD/PARK BOULEVARD TIF REDEVELOPMENT PROJECT AREA

ORDINANCE - _____

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Glen Ellyn ("***Village***") to use tax increment allocation financing to promote redevelopment activities in an area designated the Roosevelt Road/Park Boulevard TIF Redevelopment Project Area ("***RPA***"), pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended ("***Act***"); and

WHEREAS, the Village has, by ordinance duly adopted, approved a redevelopment plan and project ("***Plan and Project***") and has designated the RPA, by ordinance duly adopted and has otherwise complied with all other requirements of the Act necessary to approve and adopt the Plan and Project, designate the RPA, and adopt tax increment allocation financing.

NOW, THEREFORE, BE IT ORDAINED by the President and Village Board of the Village of Glen Ellyn, DuPage County, Illinois, as follows:

Section 1: Recitals. The foregoing recitals are incorporated into this Ordinance as if fully set forth in this Section 1.

Section 2: Tax Increment Financing Adopted. That tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the RPA legally described in ***Exhibit A*** attached to and, by this reference, made a part of this Ordinance. The general street location for the RPA is described in ***Exhibit B*** attached to and, by this reference, made a part of this Ordinance. The map of the RPA is depicted on ***Exhibit C*** attached to and, by this reference, made a part of this Ordinance.

Section 3: **Allocation of Ad Valorem Taxes.** The ad valorem taxes, if any, arising from the levies upon taxable real property in the RPA by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until the Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the RPA shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the RPA shall be allocated to and when collected shall be paid to the municipal treasurer, who shall deposit said taxes into a special fund, hereby created, and designated the "Glen Ellyn TIF Redevelopment Project Area Special Tax Allocation Fund" of the Village and such taxes shall be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

Section 4: **Invalidity of Any Section.** That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5: **Superseder and Effective Date.** That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent

of such conflict, and this Ordinance shall be in full force and effective immediately upon its passage by the Corporate Authorities and approval as provided by law.

Section 6: **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 _____, 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 _____, 2013.)

EXHIBIT A

LEGAL DESCRIPTION

August 7, 2013

REVISED TIF DISTRICT
GLEN ELLYN
LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 14, THE SOUTHWEST QUARTER OF SECTION 15, THE NORHTWEST QUARTER OF SECTION 24 AND THE NORTHWEST AND NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF ROOSEVELT ROAD SAID POINT BEING 195 FEET EAST OF THE SOUTHWEST CORNER OF LOT 28 IN E.W. ZANDER'S COUNTRY HOMES ADDITION TO GLEN ELLYN PER DOCUMENT 095781; THENCE NORTH PARRALLEL WITH THE WEST LINE OF SAID LOT 28, 171.7 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 28, 592 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF PARKSIDE DRIVE; THENCE NORTHEASTERLY 100 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 3 BLOCK 1 IN ARTHUR T MCINTOSH AND COMPANY'S PARK BOULEVARD SUBDIVISION PER DOCUMENT 205846; THENCE EASTERLY ALONG THE SOUTH LINE OF LOTS 3, 22, 21 20 AND 19 BLOCK 1 IN SAID ARTHUR T MCINTOSH AND COMPANY'S PARK BOULEVARD SUBDIVISION 419.4 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19 BLOCK 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 19 BLOCK 1, 156.9 FEET TO THE NORTHEAST CORNER OF SAID LOT 9 BLOCK 1; THENCE EAST ALONG THE NORTH LINE AND PROLONGATION THEROF OF LOTS 18 & 17 BLOCK 1 OF SAID ARTHUR T MACINTOSH AND COMPANY'S PARK BOULEVEARD SUBDIVISION 316.6 FEET TO THE EAST LINE OF PARK BOULEVARD; THENCE NORTHERLY ALONG THE EAST LINE OF PARK BOULEVARD 8 FEET TO THE NORTHWEST CORNER OF LOT 13 OF BLOCK 1 IN ROOSEVELT GARDEN HOMESITES SUBDIVISION PER DOCUMENT 148152; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 13 265.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE WEST 273.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE SOUTHERLY 101.06 FEET ALONG THE WESTERLY LINES OF LOTS 14 AND 15 OF BLOCK 1 IN SAID ROOSEVELT GARDEN HOMESITES SUBDIVISION TO THE NORTHWEST CORNER OF LOT 16 OF BLOCK 1 IN SAID SUBDIVISION; THENCE EASTERLY 289.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE EASTERLY 150 FEET TO THE SOUTHEAST CORNER OF LOT 26 OF BLOCK 1 IN SAID ROOSEVELT GARDEN HOMESITES SUBDIVISION; THENCE SOUTH 158.28 FEET TO THE SOUTHEAST CORNER OF LOT 25 OF BLOCK 1 IN SAID SUBDIVISON SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF ROOSEVELT ROAD; THENCE EASTERLY ALONG THE NORHTERLY RIGHT OF WAY LINE OF ROOSEVELET ROAD 1,860 FEET TO THE SOUTHEAST CORNER OF LOT 21 IN BLOCK 19 IN ROOSEVELT GARDEN HOMESITES; THENCE CONTINUING EASTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 100 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 53; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE 66 FEET TO THE NORTHWEST CORNER OF LOT 1 MARYKNOLL OFFICE SUBDIVISION PER DOCUMENT R1997-020954; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND THE PROLONGATION OF SAID WEST LINE 675.75 TO THE NORHTWEST CORNER OF LOT 1 IN THE MARYKNOLL ASSESSMENENT PLAT NO. 2 PER DOCUMENT R2006-135489; THENCE WESTRLY 144.4 FEET MORE OR

LESS TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK 6 IN ROOSEVELT HILLS SUBDIVSION PER DOCUMENT 268777; THENCE CONTINUING WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF PERSHING AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE EAST LINE OF OUT LOT A IN THE TOWNHOMES OF WATERS EDGE SUBDVISION, PER DOCUMENT R2005-148006 SAID EASTERLY LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF NICOLL WAY; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID OUT LOT A 98.54 FEET TO THE SOUTHEAST CORNER OF KINGSBROOK GLEN TOWNHOMES PUD PER DOCUMENT R2006-159398; THENCE CONTINUING NORHTWESTERLY ALONG THE EASTERLY LINE OF SAID KINGSBROOK GLEN TOWNHOMES PUD SAID LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF NICOLLL WAY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 1207.24 FEET, 185.16 FEET; THENCE CONTINUING ALONG SAID LINE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 498.97 FEET, 120.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 25.00 FEET, 27.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF TAFT AVENUE; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 5142.71 FEET, 419.25 FEET TO THE NORTHWEST CORNER OF AFORESAID KINGSBROOK GLEN TOWNHOMES PUD; THENCE CONTINUING WESTERLY ALONG THE SOUTH LINE OF TAFT AVENUE, SAID LINE ALSO BEING THE NORTHERLY LINE OF LOTS 8 THROUGH 12 IN ROOSEVELT HILLS PER DOCUMENT 268777, 249.15 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF TAFT AVENUE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 538.95 FEET, 170.15 FEET TO THE INTERSECTION OF THE NORTHEAST CORNER OF THE VACATED RIGHT OF WAY LINE OF SOUTH ELLYN DRIVE AND THE SOUTH LINE OF TAFT AVENUE; THENCE SOUTHWESTERLY ALONG SAID VACATED LINE 80 FEET TO THE NORTHWEST CORNER OF THE VACATED RIGHT OF WAY LINE OF SOUTH ELLYN DRIVE AND THE SOUTH LINE OF TAFT AVENUE; THENCE CONTINUING WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT AVENUE AND THE PROLONGATION OF SAID SOUTH RIGHT OF WAY LINE SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 4,727.96 FEET TO THE NORTH 621.95 FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF PARK AVENUE; THENCE NORHTERLY ALONG THE SAID WEST RIGHT OF WAY LINE OF PARK AVENUE 329.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF ROOSEVELT ROAD, SAID LINE BEING 50' SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE 265.5 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 9 IN JOHN S WAGNERS'S SECOND ADDITION TO GLEN ELLYN PER DOCUMENT 802295; THENCE CONTINUING WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF ROOSEVELT ROAD 855 FEET TO A POINT 55 FEET EAST OF THE NORHWEST CORNER OF LOT 1 IN JOHN S WAGNER'S FIRST ADDITION TO GLEN ELLYN PER DOCUMENT 689814; THENCE NORTH 83 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT B

GENERAL STREET LOCATION

General Street Location

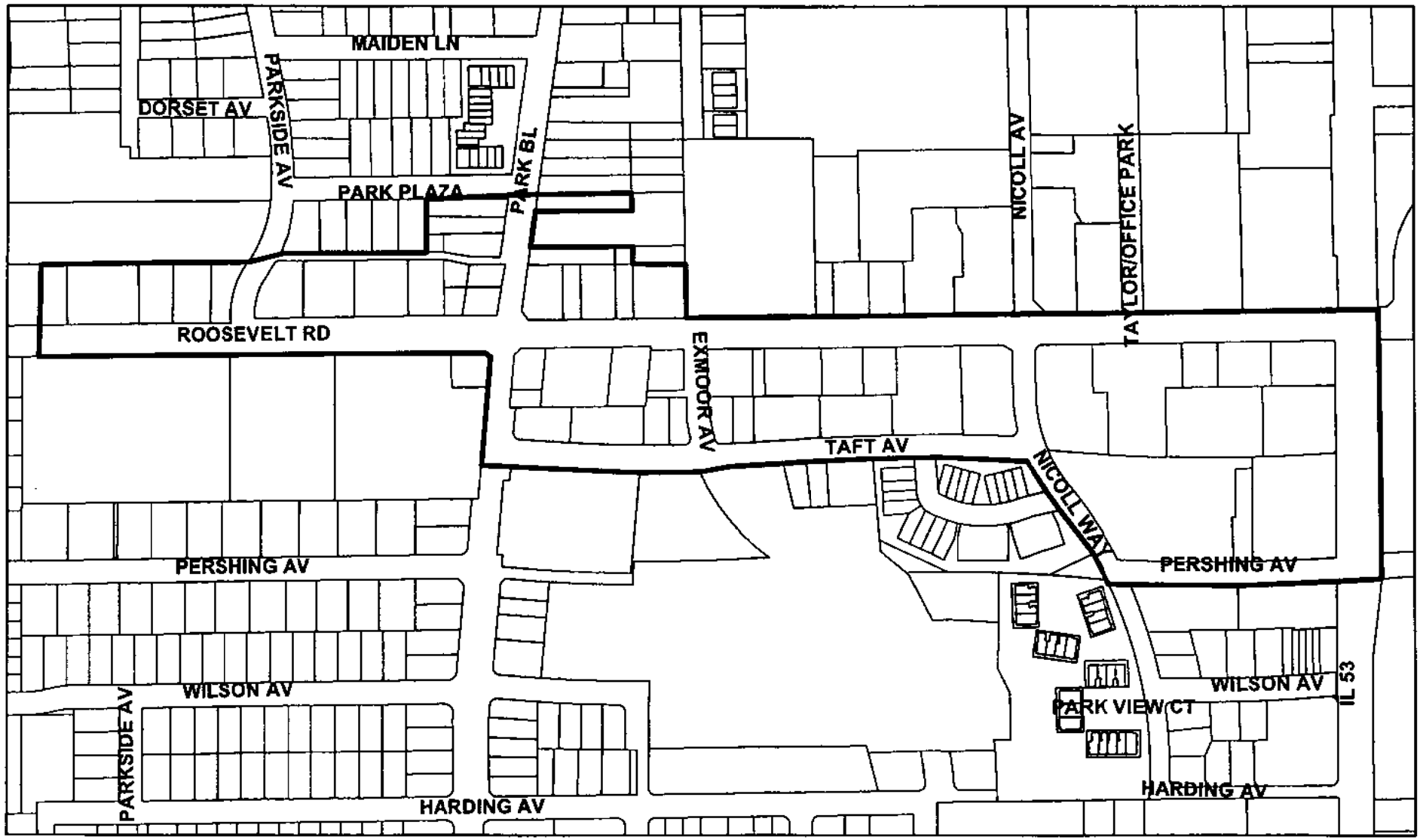
The RPA is a contiguous area generally described as parcels along Roosevelt Road the first part of which is between Route 53 and Park Boulevard, and the second part is between Park Boulevard and Main Street. The first portion includes parcels bounded on the north by Roosevelt Road, on the east by Route 53, on the south by Pershing and Taft Avenues and on the west by Park Boulevard; this area also includes parcels along the northeast corner of Park Boulevard and Roosevelt Road. The second portion of the RPA includes parcels bounded on the east by Park Boulevard, on the south by Roosevelt Road, on the west by Main Street and on the North by the property lines of parcels fronting Roosevelt Road. Adjacent rights of way are also included.

EXHIBIT C

MAP OF REDEVELOPMENT PROJECT AREA

Proposed Roosevelt Road TIF District

Updated Aug. 2, 2013



0 250 500 1,000 Feet

TIF District Boundary

Prepared by: Planning and Development
Date: Aug. 2, 2013

N

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon the roll being called, the following Trustees voted AYE: _____

_____

_____

The following Trustees voted NAY: _____

_____

Whereupon the President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Village Clerk to record the same in full in the records of the President and Village Board of the Village of Glen Ellyn, DuPage County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

_____

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois (the *"Village"*), and that as such official I am the keeper of the records and files of the President and Village Board of the Village (the *"Corporate Authorities"*).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the day of , 2013, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR ROOSEVELT ROAD/PARK BOULEVARD TIF REDEVELOPMENT PROJECT AREA

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this __ day of _____, 2013.

_____
Village Clerk

(SEAL)