

AGENDA

VILLAGE OF ROSELLE
VILLAGE BOARD COMMITTEE OF THE WHOLE
Monday, September 11, 2017
Following Village Board Meeting

Meeting Chaired by Mayor Andy Maglio

1. **Roll Call**
2. **Approval of Prepared Agenda**
3. **Citizen Comments/Questions** (Residents who wish to address the Board, please come to the podium, state your name and address, and limit your comments to three minutes.)
4. **Annexation of 23W688 Maple Avenue**
Presenter: Patrick Watkins, Community Development Director
5. **Land Division Other Than A Subdivision – 2 Lot Subdivision – 10 Picton Road**
Presenter: Caron Bricks, Planner
6. **Intergovernmental Agreement – Village of Roselle and Roselle Public Library**
Presenter: Patrick Watkins, Community Development Director
7. **Code Enforcement – Proposed Modifications for a Comprehensive and Proactive Property Maintenance Program**
Presenter: Patrick Watkins, Community Development Director
8. **Termination of Actuarial Services Agreement**
Presenter: Tom Dahl, Finance Director
9. **Executive Session**
 - A. Collective Bargaining
 - B. Litigation
 - C. Executive Session Minutes
 - D. Personnel
 - E. Real Property
 - F. Security Procedures
 - G. Risk Management
10. **Citizen Comments/Questions** (Residents who wish to address the Board, please come to the podium, state your name and address, and limit your comments to three minutes.)
11. **Other Business**

12. **Adjourn**

In compliance with the Americans with Disabilities Act, any person with a disability requiring a reasonable accommodation to participate in the meeting should contact Jason Bielawski, ADA Compliance Officer, 8:30 a.m. to 5:00 p.m. Monday through Friday, telephone: 630-671-2810, email: jbielawski@roselle.il.us.



AGENDA ITEM # 4

**AGENDA ITEM EXECUTIVE SUMMARY
Committee of the Whole Meeting
September 11, 2017**

Item Title: **Annexation of 23W688 Maple Avenue**

Staff Contact: Patrick Watkins, Community Development Director

COMMITTEE OF THE WHOLE ACTION

Consider request for annexation of 23W688 Maple Avenue.

Executive Summary:

Deborah and Rick Tayfel have petitioned the Village to annex their home at 23W688 Maple Avenue. A public hearing to consider the request is scheduled for September 25, 2017.

While the Tayfels own the single family home, they do not currently live in the house. Family members are living there while they prepare plans to either tear down the existing home or add a significant addition to the home. They would like to annex to the Village in order to connect to Village water and sewer as they construct their new house or addition. Village sewer and water have previously been extended down Maple Avenue, thus they will need to annex to the Village and pay associated tap fees for their connections. The previous owner paid all recapture fees on the property in 1992.

They have agreed to install the required public sidewalk along their frontage. The draft annexation agreement requires that the sewer, water and sidewalks get completed prior to occupancy. As there will be significant construction taking place on the property, Staff has suggested this so that the Tayfels may connect to Village water and sewer and construct the sidewalks according to the construction schedule.

The house is currently zoned R-3, Single Family Residential, in DuPage County. Upon annexation, it will be zoned R-1, Single Family Residential in Roselle. The lot is in compliance with the Roselle R-1 zoning district requirements. Upon annexation, the street address will be 320 Maple Avenue, Roselle.

Implications:

Is this item budgeted? N/A

Any other implications to be considered? None

Attachments:

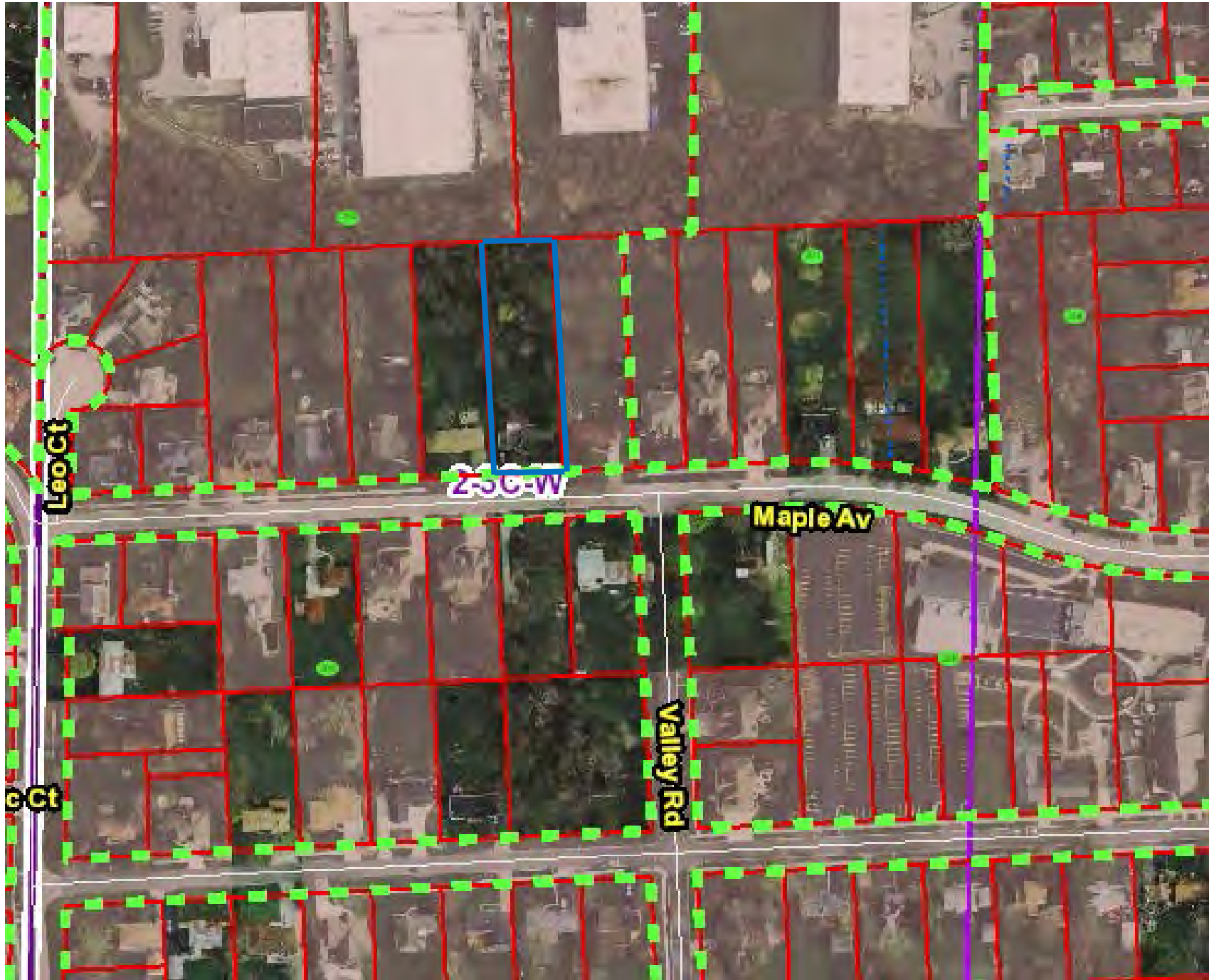
Aerial Photo

Plat of Annexation

Annexation Petition

Draft Annexation Agreement

23W688 Maple Avenue – 2013 Aerial



— Subject Property (23W688 Maple Ave) ■ Parcels within the Village Limits

Source: DuPage County GIS

PLAT OF ANNEXATION

TO THE
VILLAGE OF ROSELLE
OF

THE WEST 100 FEET OF LOT 8 IN LIES HOMESITES, A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED DECEMBER 10, 1939 AS DOCUMENT 406589, IN BLOOMINGDALE TOWNSHIP ALL IN DUPAGE COUNTY, ILLINOIS CONTAINING 0.76 ACRES MORE OR LESS.
ALSO INCLUDES ALL ADJACENT RIGHTS OF WAY NOT PREVIOUSLY ANNEXED.

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 2017 AT _____ O'CLOCK M.

RECORDER OF DEEDS _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, THOMSON SURVEYING, LIMITED, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002768, IN ACCORDANCE WITH PA87-0705 (THE PLAT ACT) DO HEREBY DESIGNATE THE ROSELLE VILLAGE CLERK AS THE PERSON WHO MAY RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY US TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS 6th DAY OF SEPTEMBER A.D., 2017

DAVID M. SPORINA, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3394
MY LICENSE EXPIRES NOVEMBER 30, 2018
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2019

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, THOMSON SURVEYING, LIMITED, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002768, DO HEREBY DECLARE THAT WE HAVE PREPARED THIS PLAT OF ANNEXATION AND THAT THE PLAT SHOWN HEREON DRAWN WAS COMPILED FROM EXISTING INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

GIVEN UNDER MY HAND AND SEAL THIS 6th DAY OF SEPTEMBER, 2017, AT ROSEMONT, ILLINOIS.

DAVID M. SPORINA, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3394
MY LICENSE EXPIRES NOVEMBER 30, 2018
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2019

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO DECLARE THAT _____ IS THE OWNER DESCRIBED IN THE HEREON PLAT, AND HAS CAUSED THE SAME TO BE PLATTED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

BY: _____

ITS: _____

ATTEST: _____

DATED THIS _____ DAY OF _____, A.D., 2017.

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DATE IN PERSON AND ACKNOWLEDGED THAT HE SIGNED THE ANNEXED PLAT AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____ DAY OF _____, A.D., 2017 AT _____, ILLINOIS.

NOTARY PUBLIC _____

N86° 55' 39" E MEAS.
100.00' REC.

EXISTING VILLAGE OF ROSELLE CORPORATE BOUNDARY

PART OF LOT 8

N2° 56' 36" W MEAS. 331.87' REC.

PART OF LOT 8
33,176 S.F.

HEREBY ANNEXED

P.I.N. 03-02-300-009

23W688 MAPLE AVE.
ROSELLE, ILLINOIS

S2° 56' 37" E MEAS. 331.65' REC.

N87° 3' 23" E MEAS.
100.00' REC.

MAPLE AVENUE
66' R.O.W.

0 20 40
SCALE: 1" = 20 FEET

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ROSELLE, ILLINOIS

THIS _____ DAY OF _____, 2017

SIGNED: _____
PRESIDENT OF THE BOARD OF TRUSTEES

ATTEST: _____
VILLAGE CLERK

PROJECT NO. 3759
SHEET 1 OF 1
DRAWING NO. 5323POA.PLN

PLAT OF ANNEXATION
23W688 MAPLE AVE.
ROSELLE, ILLINOIS

TITLE:

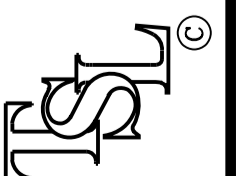
DSGN. DWN. PMR
CHKD. DMS
SCALE: 1" = 20'
DATE: 09-05-17

CLIENT:
MR AND MRS TAYFEL
23 W 688 MAPLE AVENUE
ROSELLE, ILLINOIS

NO. DATE NATURE OF REVISION
FILE NAME #FILES

Thomson Surveying Ltd.
9575 W. Higgins Road, Suite 850
Rosemont, IL, 60018
TEL: (647) 318-9790
FAX: (647) 318-9792
© THOMSON SURVEYING, LTD., 2017

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9575 W. Higgins Road, Suite 850
Rosemont, IL, 60018
TEL: (647) 318-9790
FAX: (647) 318-9792
© THOMSON SURVEYING, LTD., 2017



**PETITION FOR ANNEXATION
TO THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ROSELLE,
DUPAGE AND COOK COUNTIES, ILLINOIS
23W688 Maple Avenue**

The undersigned hereby respectfully petition(s) to annex into the Village of Roselle, DuPage and Cook Counties, Illinois, the territory legally described as follows:

THE WEST ONE HUNDRED (100) FEET OF LOT EIGHT (8) IN LIES HOMESIGHTS, A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED DECEMBER 10, 1939 AS DOCUMENT 406589 IN BLOOMINGDALE TOWNSHIP, DUPAGE COUNTY, ILLINOIS.

1. The territory described above is not within the corporate limits of any municipality but is contiguous to the Village of Roselle, DuPage and Cook Counties, Illinois.
2. The undersigned is/are the owner(s) of record and request(s) the corporate authorities of the Village of Roselle to annex said territory to the Village in accordance with the provisions of this petition and the law in such case made and provided.
3. The undersigned hereby commit(s) to furnishing a plat of annexation and paying all public-hearing costs upon application for annexation and all annexation costs and fees upon annexation.
4. The undersigned, by executing this document, confirm(s) that Village staff informed them of the following general conditions for the approval of an annexation:
 - A. Adhering to all Village codes upon approval of the annexation agreement;
 - B. Maintaining the property in conformance with plans approved as part of the annexation agreement;
 - C. Connecting to the Village's water main prior to occupancy;
 - D. Connecting to the Village's sanitary sewer main prior to occupancy;
 - E. Installing a public sidewalk along Maple Avenue prior to occupancy;
 - F. Preparing a plat of annexation at the time of annexation;
 - G. Paying, in full, the Rural Fire Protection District taxes as described in the Illinois State Statues upon annexation; and,
 - H. Abiding by the twenty (20) year binding effects of the annexation agreement.

Village staff further informed the undersigned that the foregoing conditions may be varied if mutually agreed to by the undersigned and the President of the Board of Trustees.

Owner(s) of Record: Richard J. Tayfel

Signature(s): 

Address: 150 Benton Ln, Bloomingdale, IL 60108

Phone: (630) 939-0015 Date: 8/21/17

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ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING EXECUTION OF
AN ANNEXATION AGREEMENT FOR
23W688 Maple Avenue**

WHEREAS, there has been presented to the Corporate Authorities of the Village of Roselle, DuPage and Cook Counties, Illinois, a proposed Annexation Agreement (hereinafter "Agreement"); between the owners of record of real estate *Richard and Deborah Tayfel* (hereinafter "Owners"); for the property located at *23W688 Maple Avenue* (hereinafter "Property"); and the Village of Roselle (hereinafter "Village") pursuant to the provisions of Section 11, Division 15.1 of the Illinois Municipal Code; and,

WHEREAS, a public hearing upon the Annexation was held on *September 25, 2017* by the Corporate Authorities of the Village, after proper public notice pursuant to the provisions of the statute, in such case made and provided; and,

WHEREAS, the Corporate Authorities of the Village, after considering the testimony and evidence presented at said public hearing, and after making further investigation of the matters set forth in the proposed Annexation Agreement, have determined that it is in the best interest of the Village to enter into said Agreement with the Owners of record of the Property.

NOW, THEREFORE BE IT ORDAINED, by the President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

SECTION 1: That the President of the Village of Roselle is hereby authorized to execute and the Village Clerk is hereby directed to attest to that certain Agreement, a copy of which is attached hereto, and incorporated herein as if fully set forth in *Attachment "A"* between the Village of Roselle, a municipal corporation of DuPage and Cook Counties, Illinois, and (insert property owner name here) as the Owners of record with respect to the Property legally described as follows:

THE WEST ONE HUNDRED (100) FEET OF LOT EIGHT (8) IN LIES HOMESIGHTS, A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN

35 RECORDED DECEMBER 10, 1939 AS DOCUMENT 406589 IN BLOOMINGDALE
36 TOWNSHIP, DUPAGE COUNTY, ILLINOIS. (PIN: 02-03-300-009)

37
38 SECTION 2: That the location of the Property is illustrated on the Plat of
39 Annexation attached hereto as *Exhibit "A"*.

40 SECTION 3: That if any part or portion of this ordinance is declared invalid by a
41 court of competent jurisdiction, such partial invalidity shall not affect the remainder of
42 this ordinance. The application of this ordinance to the real estate herein before
43 described (other than those portions of said real estate as to which it should have been
44 held invalid), shall not be affected thereby.

45 SECTION 4: Provided further, this ordinance shall automatically become null and
46 void without further action of the corporate authorities unless, within thirty (30) days of
47 the passage of this ordinance, the Agreement is signed by the Owners and returned to
48 the Village Clerk for executing and recording. Extensions to this section may be
49 granted by the President and Board of Trustees in their sole discretion following a
50 formal written request.

51

52 AYES:

53 NAYS:

54 ABSENT:

55 PASSED and APPROVED this 25th day of September, 2017.

56 PUBLISHED in pamphlet form this 25th day of September, 2017.

57

58 ATTEST:

VILLAGE OF ROSELLE

59

60 _____

61 Village Clerk

President, Village of Roselle

62

63

64 **ATTACHMENT "A"**

65 **ANNEXATION AGREEMENT**
66 *(insert ordinance number here)*
67 *23W688 Maple Avenue*
68
69

70 THIS ANNEXATION AGREEMENT (hereinafter "*Agreement*"); made and entered into
71 this 25th day of September 2017, between the VILLAGE OF ROSELLE, an Illinois
72 municipal corporation located in DuPage and Cook Counties, Illinois (hereinafter
73 "*Village*"); and *Richard and Deborah Tayfel* (hereinafter "*Owners*").

74 WITNESSETH

75 WHEREAS, the Owners control the real estate located at *23W688 Maple*
76 *Avenue*, Roselle (Unincorporated Bloomingdale Township), Illinois, as illustrated on the
77 Plat of Annexation, marked as *Exhibit "A"*, which is attached hereto and made a part
78 hereof this Agreement (said real estate will hereinafter be referred to as "*Property*");
79 and,

80 WHEREAS, the Property is contiguous to the Village Corporate Limits and the
81 Village has concluded that entering into this annexation agreement for the Property
82 under the terms and conditions of this Agreement will enable the Village to control
83 development of the area, permit the sound planning and development of the Village,
84 and otherwise enhance and promote the health, safety and general welfare of the
85 Village; and,

86 WHEREAS, pursuant to the provisions of the Roselle Village Code and
87 applicable provisions of the Illinois Compiled Statutes and Illinois Constitution, a
88 proposed Petition for Annexation in substance and form of the same as this Agreement
89 was submitted to the President and Board of Trustees of the Village of Roselle, and a
90 public hearing was held on *September 25, 2017* thereon pursuant to the notices
91 provided by ordinance and statute; and,

92 WHEREAS, the Property is currently a single family residential lot containing a
93 single family detached dwelling, and has a lot width not less than 100 feet wide, and
94 contains more than 16,000 square feet in area, which is qualified to be classified as an
95 R-1, Single Family Residence District in the Roselle Zoning Code.

96 **NOW, THEREFORE**, in consideration of the foregoing preambles and mutual
97 covenants and agreements contained herein, the parties hereto agree as follows:

98 1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant
99 to and in accordance with the provisions of the Roselle Village Code and applicable
100 provisions of the Illinois Compiles Statutes and the Illinois Constitution.

101 2. PETITION TO ANNEX. The Owners have filed with the Clerk of the
102 Village a proper petition, pursuant to the provisions of the Illinois Municipal Code (65
103 ILCS 5/7-1-8), conditioned on the execution of this Agreement, to annex the Property to
104 the Village. This Agreement in its entirety, together with the aforesaid Petition for
105 Annexation, shall be null, void, and of no effect unless the Property is validly zoned and
106 classified under the Village's Zoning Ordinance as hereinafter set forth and amended.

107 3. REZONING. Upon annexation, the Property shall cease being zoned by
108 DuPage County as *R-3, Single Family Residence District*, and shall be zoned R-1,
109 Single Family Residence in conformance with the Roselle Zoning Code.

110 4. DEVELOPMENT/CONSTRUCTION STANDARDS. Any future
111 development of or construction on the Property shall be in full conformance with the
112 Roselle Zoning Ordinance, Subdivision Control Ordinance, Building Code and other
113 ordinances, codes, rules and regulations of the Village pertaining to the development of
114 the Property to be annexed, except as may be specifically amended pursuant to the
115 terms of this Agreement.

116 5. VARIATIONS IN LOCAL CODES. Unless stated in the annexation or
117 rezoning ordinances pertaining to the Property, there shall be no specific variations from
118 the Village's ordinances, rules and codes which have been requested or which are
119 permitted with respect to the development / construction of the Property. The Owners
120 may subsequently apply for specific variations from the Village's ordinances, rules and
121 codes without amending this Agreement, provided, however, such applications shall
122 satisfy all standards related to variations.

123 6. UTILITIES AND PUBLIC IMPROVEMENTS. As a condition of this
124 Agreement, the Owners are requesting connection to and service from the following
125 Village utilities and public improvements. The Owners understand that any connection
126 to these Village utilities and public improvements shall be done in accordance with

127 Village engineering standards and the Village Code and such extension and all costs
128 related thereto shall be the responsibility of the Owners and/or the Owners' contractor:

- 129 a. Sanitary Sewer Facilities. The Owners agree to connect to the Village sanitary
130 sewer main prior to occupancy.
- 131 b. Water Facilities. The Owners agree to connect to the Village water main prior to
132 occupancy.
- 133 c. Sidewalk. The Owners agree to install a public sidewalk along the entire
134 frontage of the property abutting Maple Avenue prior to occupancy.

135 In absence of such construction/installation, the Village, in its absolute and sole
136 discretion, may void this Agreement and the annexation of the Property, and upon
137 disconnection, the Village shall have no obligation to provide sewer or water utilities to
138 the Property. Furthermore, the Owner understands that the construction / installation of
139 these public improvements shall be done in accordance with the Village's engineering
140 standards and the Village's Code of Ordinances, and such construction/installation, as
141 well as all costs and expenses related thereto, shall be the sole and exclusive
142 responsibility of the Owner. If the sidewalk is not installed as required herein the
143 Village, by its Corporate Authorities direction, may disconnect the Water Facilities and
144 Sanitary Sewer Facilities.

145 7. ANNEXATION AND PERMIT FEES. The amount of annexation permit,
146 license, inspection, tap-on, recapture or connection fees imposed by the Village, which
147 are applicable to or required by Village Ordinances or Resolutions are to be paid by the
148 Owners.

149 8. BLOOMINGDALE TOWNSHIP PUBLIC LIBRARY DISTRICT. The
150 Property is currently within the boundaries of, and subject to taxation by the
151 Schaumburg Township Public Library District.

152 9. FIRE PROTECTION DISTRICT TAXES. Pursuant to the provisions of the
153 Illinois Municipal Code (70 ILCS 705/20) or any successor statute, the Owners shall
154 reimburse the Village in full and upon annexation for all taxes due from the Village to
155 any fire protection district as a result of a fire protection district disconnection resulting
156 from this annexation.

- 157 10. ROSELLE PARK DISTRICT. The Property is currently within the
158 boundaries of, and subject to taxation by the Schaumburg Park District.
- 159 11. CONFLICT IN REGULATIONS. The provisions of this Agreement shall
160 supersede the provisions of any ordinances, codes, or regulations of the Village which
161 may be in conflict with the provisions of this Agreement.
- 162 12. AMENDMENT OF ANNEXATION AGREEMENT. This Agreement and
163 any exhibits attached hereto may be amended pursuant to the provisions of the Roselle
164 Village Code, Zoning Ordinance and Illinois Municipal Code.
- 165 13. INVALIDITY. If any provision of this Agreement, or any section, sentence,
166 clause, phrase, or word, or the application thereof in any circumstances is held invalid,
167 the validity of the remainder of this Agreement and the application of such provisions,
168 section, sentence, clause, phrase or word in any other circumstances shall not be
169 affected thereby.
- 170 14. TERM OF AGREEMENT. This Agreement shall be binding upon the
171 parties hereto, their respective successors, heirs, administrators, contract purchasers,
172 executors, grantees and assigns for a full term of twenty (20) years from the date of this
173 Agreement. For purposes of this agreement the term "Owners" shall include all
174 subsequent owners of the property.
- 175 15. RECORDING. This Agreement shall be recorded in the Office of
176 Recorder of Deeds of the County of DuPage at the expense of the Owners.
- 177 16. APPROVAL. That this ordinance shall be in full force and effect from and
178 after its passage, approval and publication in pamphlet form as provided by law, except
179 that this Agreement shall not be effective until the Owners of the Property affixes a
180 signature to a true and correct copy of this Agreement, acknowledging that it has
181 reviewed and accepts the provisions of this Agreement.
- 182 17. DEFEND AND HOLD HARMLESS. The Owners agree to defend and
183 hold the Village harmless from any and all actions, causes of action, claims, litigation in
184 law or chancery, attorney's fees, and costs required to defend against efforts by anyone
185 to set aside this annexation or the terms of this Agreement.
- 186 18. NOTICES. Notices or other writings which any party is required to, or may
187 wish to serve upon any other party in connection with this Agreement, shall be in writing

188 and shall be delivered personally or sent by certified or registered mail, return receipt
189 requested, postage prepaid, to the other parties of this Agreement.

190 **IN WITNESS WHEREOF**, the Parties hereto have hereunder set their hands and
191 seals on the day and year first above written.

192

193 OWNER

194

195 _____

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197 VILLAGE OF ROSELLE

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199 _____

200 *Village President*

201

202 Attest:

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204 _____

205 *Village Clerk*

206 Date: _____

207 STATE OF ILLINOIS, County of _____ ss

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218 I, the undersigned, a Notary Public in and for the said County, in the State aforesaid,
219 DO HEREBY CERTIFY that _____ are personally known to me
220 to be the same persons whose names are subscribed to the foregoing instrument as
221 such appeared before me this day in person and acknowledged that they signed and
222 delivered the said instrument as their own free and voluntary act and as the free and
223 voluntary act of said corporation, for the uses and purposes therein set forth; and the
224 said _____, as custodian of the corporate seal of said corporation, did affix
225 the corporate seal of said corporation to said instrument, as their own free and voluntary
226 act and as the free and voluntary act of said corporation, for the uses and purposed
227 therein set forth.

228 GIVEN under my hand and Notary Seal this ___ day of _____, 2017

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232 Notary Public

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234 **EXHIBIT A**
235 **PLAT OF ANNEXATION**
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AGENDA ITEM # 5

**AGENDA ITEM EXECUTIVE SUMMARY
Committee of the Whole Meeting
September 11, 2017**

Item Title: 10 Picton Road – Land Division other than a Subdivision – 2-lot Subdivision

Staff Contact: Caron Bricks, Planner

COMMITTEE OF THE WHOLE ACTION

Consider recommendation by the Planning and Zoning Commission regarding the land division for 10 Picton Road.

Executive Summary:

The Planning and Zoning Commission (PZC) recommended to the Village Board approval of the lot split with a 5-0 vote at their meeting on September 6, 2017. Mike Bauer and his wife, Tha Ratsavongsy, have petitioned the Village of Roselle to divide the property located at 10 Picton Road into two (2) R-1 Single Family Residential lots. He has constructed his personal single-family residence on Lot 2.

Each lot meets the minimum R-1 lot requirements for lot area and lot width. An easement was added between Lot 1 and Lot 2 to accommodate a sewer main that the owner installed when he constructed his personal residence on Lot 2. The owner wishes to subdivide the property in order to construct a single-family residence on Lot 1 that can be sold.

Mr. Bauer confirmed at the PZC meeting that he would be ready to submit for permits to construct a single-family residence on Lot 1 if the subdivision is approved by the Village Board.

Implications:

Is this item budgeted? N/A

Any other implications to be considered? None

Attachments:

Planning and Zoning Commission Memo



Andrew J. Maglio Mayor
Patty Burns Village Clerk

MEMORANDUM

To: Planning and Zoning Commission
From: Caron Bricks, Planner
Date: September 6, 2017
Subject: PZ 16-1034, 10 Picton Road – Land Division

SITE: 10 Picton Road
ZONING: R-1 Single-family Residential
REQUEST: **Review** a proposed plat of subdivision (Ratsavongsy Plat of Subdivision).

SURROUNDING LAND USE:

	CURRENT ZONING	LAND USE
SITE	R-1 SINGLE FAMILY RESIDENTIAL	WESTERN LOT: SINGLE-FAMILY HOME EASTERN LOT: UNDEVELOPED
NORTH	R-1 SINGLE FAMILY RESIDENTIAL	SINGLE FAMILY HOME
EAST	R-1 SINGLE FAMILY RESIDENTIAL (BLOOMINGDALE)	SINGLE FAMILY HOME
SOUTH	R-1 SINGLE FAMILY RESIDENTIAL (BLOOMINGDALE)	SINGLE FAMILY HOME/UNDEVELOPED
WEST	R-1 SINGLE FAMILY RESIDENTIAL	SINGLE FAMILY HOME

BACKGROUND:

Mike Bauer and his wife, Tha Ratsavongsy, own 10 Picton Road, located at the corner of Picton Road and Roselle Road. They have constructed a single-family residence on Lot 2 of the property, as shown on the proposed subdivision plat. The former owners, the Tierney family, originally appeared before the Planning and Zoning Commission in 2009 with the exact same proposal and configuration to subdivide the property. Each lot would be accessed via Picton Road.

PLANNING ANALYSIS:

Each lot meets the minimum R-1 lot requirements for lot area and lot width. The proposed plat meets all of the Village’s subdivision regulations for a Land Division Other Than Subdivision. Each lot would be accessed via Picton Road. An easement was added between Lot 1 and Lot 2 to accommodate a sewer main the owner installed when constructing the single-family home on the property. The recently constructed single-family home on the property, which would remain, meets the setbacks as proposed for the lot, as shown on the subdivision plat.

RECOMMENDATION:

Staff recommends approval of the proposed plat of subdivision, as the plat meets the requirements of the Village’s Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance.

ACTION NEEDED:

1. Recommendation to the Village Board on PZ 16-1034

ATTACHMENTS:

1. Ratsavongsy Plat of Subdivision
2. Aerial

RATSAVONGSY PLAT OF SUBDIVISION

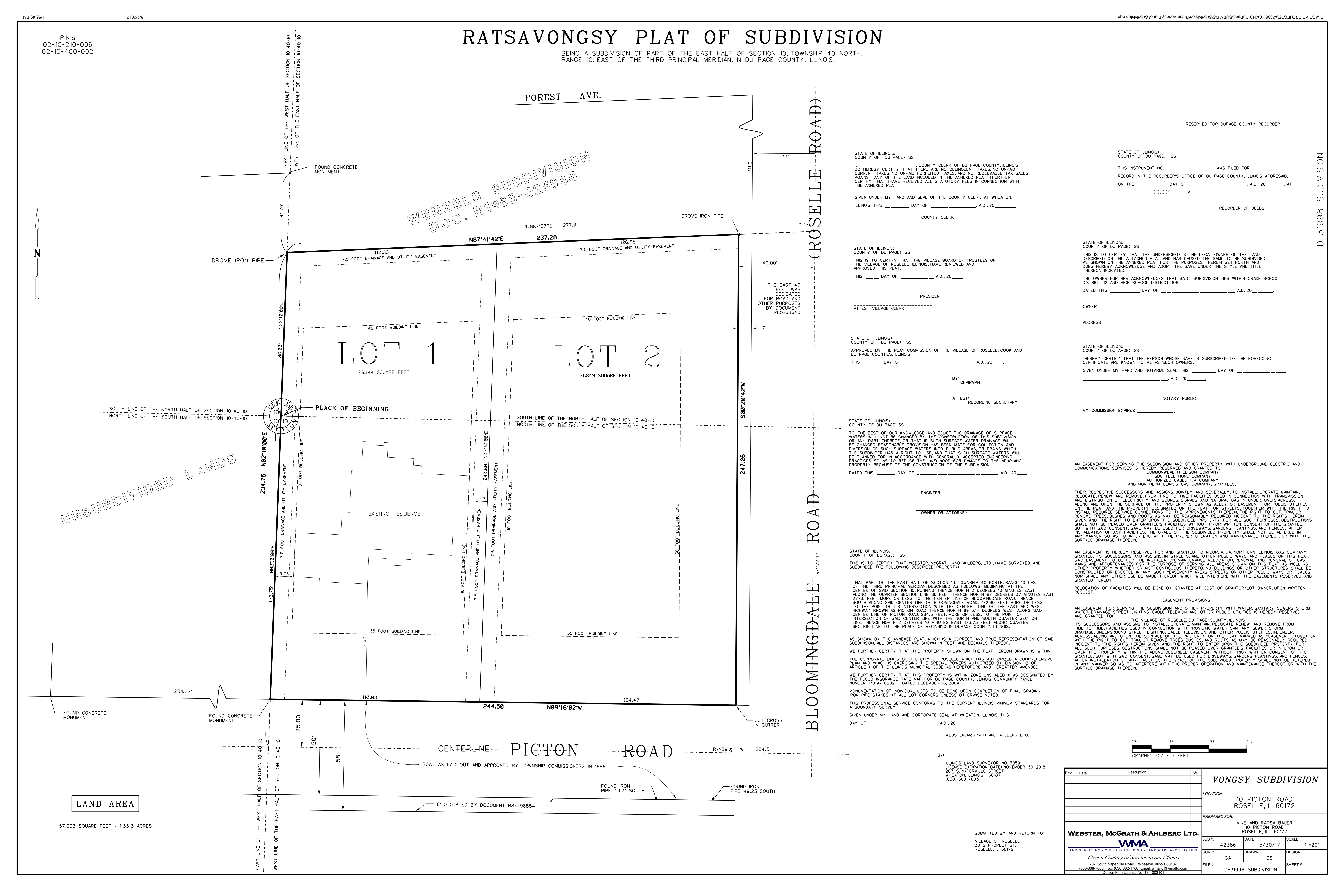
BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

1:56:49 PM

8/22/2017

E:\ACTIVE-PROJECTS\2398\2398-Division\Files\Plat of Subdivision.dgn

PIN's
02-10-210-006
02-10-400-002



WENZELS SUBDIVISION
DOC. R1963-025944

RESERVED FOR DUPAGE COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS THIS ____ DAY OF _____ A.D., 20____

COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, AFORESAID, ON THE ____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK ____ M.

RECORDER OF DEEDS

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF ROSELLE, ILLINOIS, HAVE REVIEWED AND APPROVED THIS PLAT.

THIS ____ DAY OF _____ A.D., 20____

PRESIDENT

ATTEST: VILLAGE CLERK _____

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE OWNER FURTHER ACKNOWLEDGES THAT SAID SUBDIVISION LIES WITHIN GRADE SCHOOL DISTRICT 14 AND HIGH SCHOOL DISTRICT 108.

DATED THIS ____ DAY OF _____ A.D. 20____

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF ROSELLE, COOK AND DU PAGE COUNTIES, ILLINOIS.

THIS ____ DAY OF _____ A.D., 20____

BY: CHAIRMAN

ATTEST: RECORDING SECRETARY _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I HEREBY CERTIFY THAT THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME AS SUCH OWNERS.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____ A.D. 20____

MY COMMISSION EXPIRES: _____

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS ____ DAY OF _____ A.D., 20____

ENGINEER

OWNER OR ATTORNEY

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH UNDERGROUND ELECTRIC AND COMMUNICATIONS SERVICES IS HEREBY RESERVED AND GRANTED TO COMMONWEALTH EDISON COMPANY, SSC TELEPHONE COMPANY, AUTHORIZED CABLE T.V. COMPANY AND NORTHERN ILLINOIS GAS COMPANY, GRANTEE.

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT WEBSTER McGRATH AND AHLBERG, LTD., HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 10, RUNNING THENCE NORTH 2 DEGREES 10 MINUTES EAST ALONG THE QUARTER SECTION LINE 86 FEET; THENCE NORTH 87 DEGREES 37 MINUTES EAST 277.0 FEET MORE OR LESS; TO THE CENTER LINE OF BLOOMINGDALE ROAD; THENCE SOUTH ALONG SAID CENTER LINE OF BLOOMINGDALE ROAD, 272.90 FEET MORE OR LESS TO THE POINT OF ITS INTERSECTION WITH THE CENTER LINE OF THE EAST AND WEST HIGHWAY KNOWN AS PICTON ROAD, THENCE NORTH 88 3/4 DEGREES WEST ALONG SAID CENTER LINE OF PICTON ROAD, 284.5 FEET MORE OR LESS; TO THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE NORTH AND SOUTH QUARTER SECTION LINE; THENCE NORTH 2 DEGREES 10 MINUTES EAST 173.75 FEET ALONG QUARTER SECTION LINE TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO INCO, A.K.A. NORTHERN ILLINOIS GAS COMPANY, GRANTEE, ITS SUCCESSORS AND ASSIGNS, IN STREETS, AND OTHER PUBLIC WAYS AND PLACES ON THIS PLAT. SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL, AND REMOVAL OF GAS MAINS AND APPURTENANCES FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY WHETHER OR NOT CONTIGUOUS THERETO, NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERRECTED IN ANY SUCH "EASEMENT" AREAS, STREETS, OR OTHER PUBLIC WAYS OR PLACES, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SUBDIVISION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

WE FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE CITY OF ROSELLE WHICH HAS AUTHORIZED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

WE FURTHER CERTIFY THAT THIS PROPERTY IS WITHIN ZONE UNSHADED X AS DESIGNATED BY THE FLOOD INSURANCE RATE MAP FOR DU PAGE COUNTY, ILLINOIS, COMMUNITY-PANEL NUMBER 1701S-0202-H, DATED DECEMBER 16, 2004.

MONUMENTATION OF INDIVIDUAL LOTS TO BE DONE UPON COMPLETION OF FINAL GRADING. IRON PIPE STAKES AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND CORPORATE SEAL AT WHEATON, ILLINOIS, THIS ____ DAY OF _____ A.D., 20____

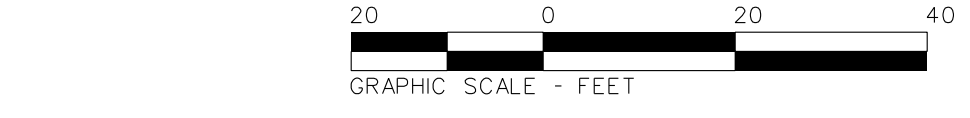
WEBSTER, McGRATH AND AHLBERG, LTD.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEE AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH WATER, SANITARY SEWERS, STORM DRAINAGE, UNDERGROUND STREET LIGHTING, CABLE TELEVISION AND OTHER PUBLIC UTILITIES IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF ROSELLE, DU PAGE COUNTY, ILLINOIS.

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN, RELOCATE, RENEW AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH PROVIDING WATER, SANITARY SEWER, STORM DRAINAGE, UNDERGROUND STREET LIGHTING, CABLE TELEVISION AND OTHER PUBLIC UTILITIES, IN UNDER, ACROSS, ALONG, AND UPON THE SURFACE OF THE PROPERTY ON THE PLAT MARKED AS "EASEMENT"; TOGETHER WITH THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES, AND ROADS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HERIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE ABOVE DESCRIBED EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEE. BUT WITH SAID CONSENT, SAME MAY BE USED FOR DRIVEWAYS, GARDENS, PLANTINGS, AND FENCES. AFTER INSTALLATION OF ANY FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN ANY MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF, OR WITH THE SURFACE DRAINAGE THEREON.



LAND AREA

57,993 SQUARE FEET • 1.3313 ACRES

VONGSY SUBDIVISION

LOCATION:
10 PICTON ROAD
ROSELLE, IL 60172

PREPARED FOR:
MIKE AND RATSA BAUER
10 PICTON ROAD
ROSELLE, IL 60172

Rev	Date	Description	By

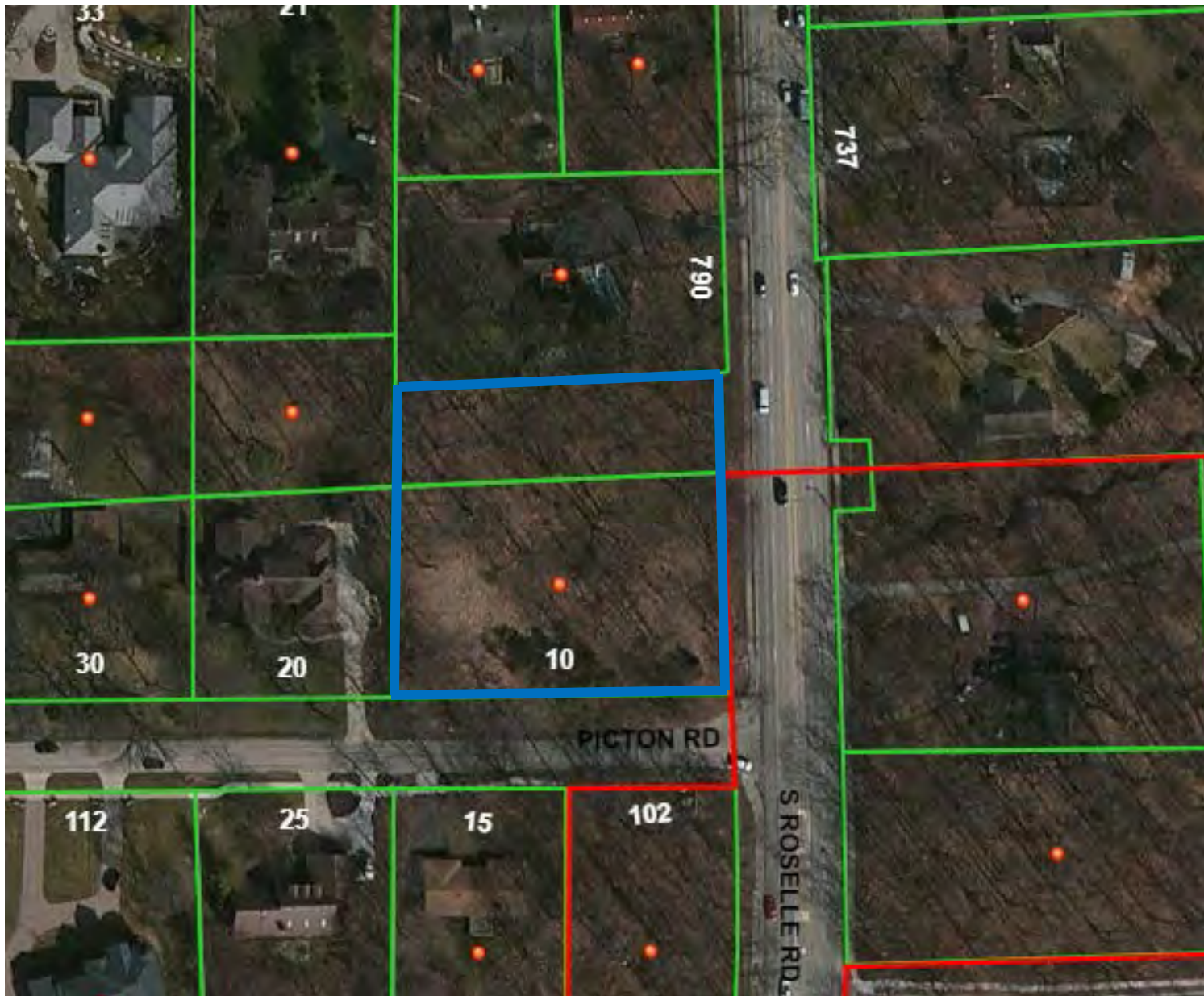
WEBSTER, McGRATH & AHLBERG LTD.
LAND SURVEYING - CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
VMA

Over a Century of Service to our Clients
207 South Naperville Road Wheaton, Illinois 60187
(630)668-7000 Fax: (630)668-1700 Email: wma@wma-il.com
Design Firm License No. 184-003101

JOB#:	42386	DATE:	5/30/17	SCALE:	1"=20'
SURV:	GA	DRAWN:	DS	DESIGN:	
FILE #:	D-31998 SUBDIVISION				
SUBMITTED BY AND RETURN TO: VILLAGE OF ROSELLE 30 S. PROSPECT ST. ROSELLE, IL 60172					

D-31998 SUBDIVISION

10 Picton Road - Aerial



— Subject Property

— Village Limits



AGENDA ITEM # 6

**AGENDA ITEM EXECUTIVE SUMMARY
Committee of the Whole Meeting
September 11, 2017**

Item Title: Intergovernmental Agreement – Village of Roselle and Roselle Public Library District

Staff Contact: Patrick N. Watkins, Community Development Director

COMMITTEE OF THE WHOLE ACTION

Provide direction to staff regarding a recommendation for the Village to enter into an intergovernmental agreement with the Roselle Public Library District.

Executive Summary:

Staff has been working with the Roselle Public Library regarding its ability to install a drop off box in the Elm Street cul de sac (in the island area), vacation of the alley located on the north side of the library, and a formalized agreement that allows the library parking lot off of Park Street to be available for all public use (not just library related). Staff is recommending an intergovernmental agreement to effectuate all three of these matters.

The request for the vacation of the alley north of the library (see attached aerial) is supported by staff for several reasons. First, the library personnel currently utilize the alley to access their employee parking on a daily basis. Secondly, the library could have utility for additional land in order to support an expansion of their facility. The library could thus benefit from the additional 1,854 square feet obtained by vacating the alley. Lastly, the Village is responsible for the maintenance of the alley. Since the alley primarily supports access for library employee parking, staff would prefer vacating so as to no longer have the responsibility for maintenance of the alley. This year, the Village expended about \$4,300 to repair and resurface the alley.

The library is also interested in the installation of a drop off box for its patrons. The drop off box provides convenience to the library patrons. Staff feels this is workable and may even alleviate some traffic concerns on Elm Street from patrons having to park their vehicles in order to walk up to the current drop box located on the building. Since the drop off box needs to be on the driver's side, the desired location is on the north side of Elm Street within the island (see attached aerial). The library is anticipating a box of roughly 4' x 5' dimensions.

The intergovernmental agreement will also support the Village's desire to formalize the availability of the library parking lot to provide additional public parking opportunities for the Town Center area versus just the library patrons. An additional condition is that the lot will not allow the parking of vehicles overnight, thus protecting the availability of spaces for library and commercial patrons of the Town Center.

Implications: The Intergovernmental License will secure additional parking options for the Town Center through the utilization of the library parking lot located on Park Street. This was a directive from the Village Board at its June 26, 2017 Committee of the Whole meeting.

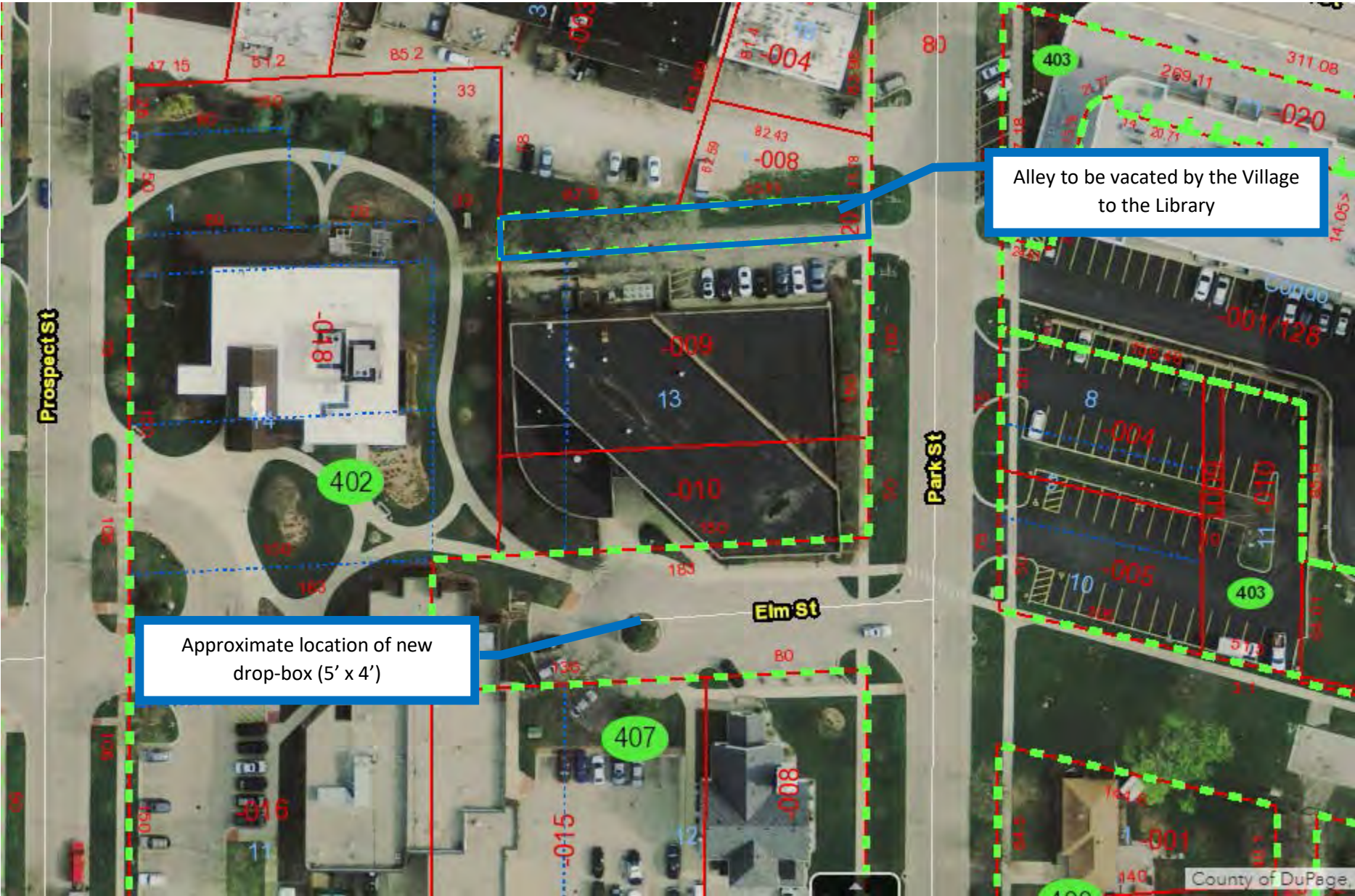
Is this item budgeted? NA

Any other implications to be considered? NA

Attachments:

Aerial

Aerial of Village of Roselle Municipal Complex



Source: DuPage County GIS, 2013 Aerial



AGENDA ITEM # 7

**AGENDA ITEM EXECUTIVE SUMMARY
Committee of the Whole Meeting
September 11, 2017**

Item Title: Code Enforcement – Proposed modifications for a more Comprehensive and Proactive Property Maintenance Program

Staff Contact: Patrick N. Watkins, Community Development Director

COMMITTEE OF THE WHOLE ACTION

Consider a recommendation by staff to implement a more comprehensive and proactive property maintenance program.

Executive Summary:

Attached is a grid that depicts proposed modifications to the code enforcement program which will provide better coverage and reduction in the necessary time for remediation. These are staff recommendations as a follow-up to the Committee of the Whole direction to develop a more proactive property maintenance program. The modifications fall into three basic areas; more reporting sources, more personnel writing citations for violations related to their department, and additional immediate \$35 tickets for violations (versus warnings for corrective action). The recommendations noted on the grid require policy direction and some ordinance amendments. Ordinance amendments will include modifications to fine provisions for various violations and the expansion of the adjudication process into additional code areas.

Staff’s recommendations include policy changes that will provide for better coverage and more efficient handling of code violations. The coverage will utilize staff in various departments in order to cover more of the Village geographically. The grid outlines who currently reports code violations and recommends which departments will now be actively reporting. Then, Munis, the Village’s Enterprise Resource Planning software, will be utilized so that the different departments are aware of violation status of the various properties. This will keep repetition from occurring while improving interdepartmental communication.

A more effective handling of code violations will be realized by three fundamental modifications to the process; (1) permission to add more infractions to the immediate citation list, (2) immediate citations for second offenses, and (3) the expansion of personnel writing citations. Currently, we write immediate citations for parking over the sidewalk, overnight on street parking, and waste containers. Additional violations recommended for immediate \$35 citations include tall grass, construction debris in the

street, recreational vehicles, vegetation blown into the street (leaves and grass) and the pushing of snow onto the street. The second immediate citation applies to property owners who have had the same infraction on their property in the past (over grown shrubs, nuisance vehicles, holiday decorations, etc.). Munis will be utilized to track previous enforcement on properties in question. The impacts of utilizing immediate citations are depicted in the attached Process Charts. Staff believes that the repeat offenses will drop due to our experience with the immediate \$35 citation with waste container violations.

The third modification is the ability for additional staff to write citations. This will shorten the process in that violations will no longer need to be handed to the Code Enforcement Officer for the writing of citations. This allows departments to deal directly with violations related to their purview from beginning to end. It saves time by removing a second party (Code Enforcement) from the process to rectify a situation. For example, sump pump discharges will now be handled directly by the Engineering Division while Life & Safety and Fire Code matters can be handled directly by the Fire Department. The modifications will save staff time and result in direct communication between the offender and the department most familiar with the applicable codes. As noted on the grid, departments will have the ability to write citations related to their purview (Police, Fire, Public Works, and Code Enforcement).

Implications:

Is this item budgeted? NA

Any other implications to be considered? These recommendations are directly related to the Village Board's Strategic Plan Priority of Fiscal Sustainability and Improving Processes.

Attachments:

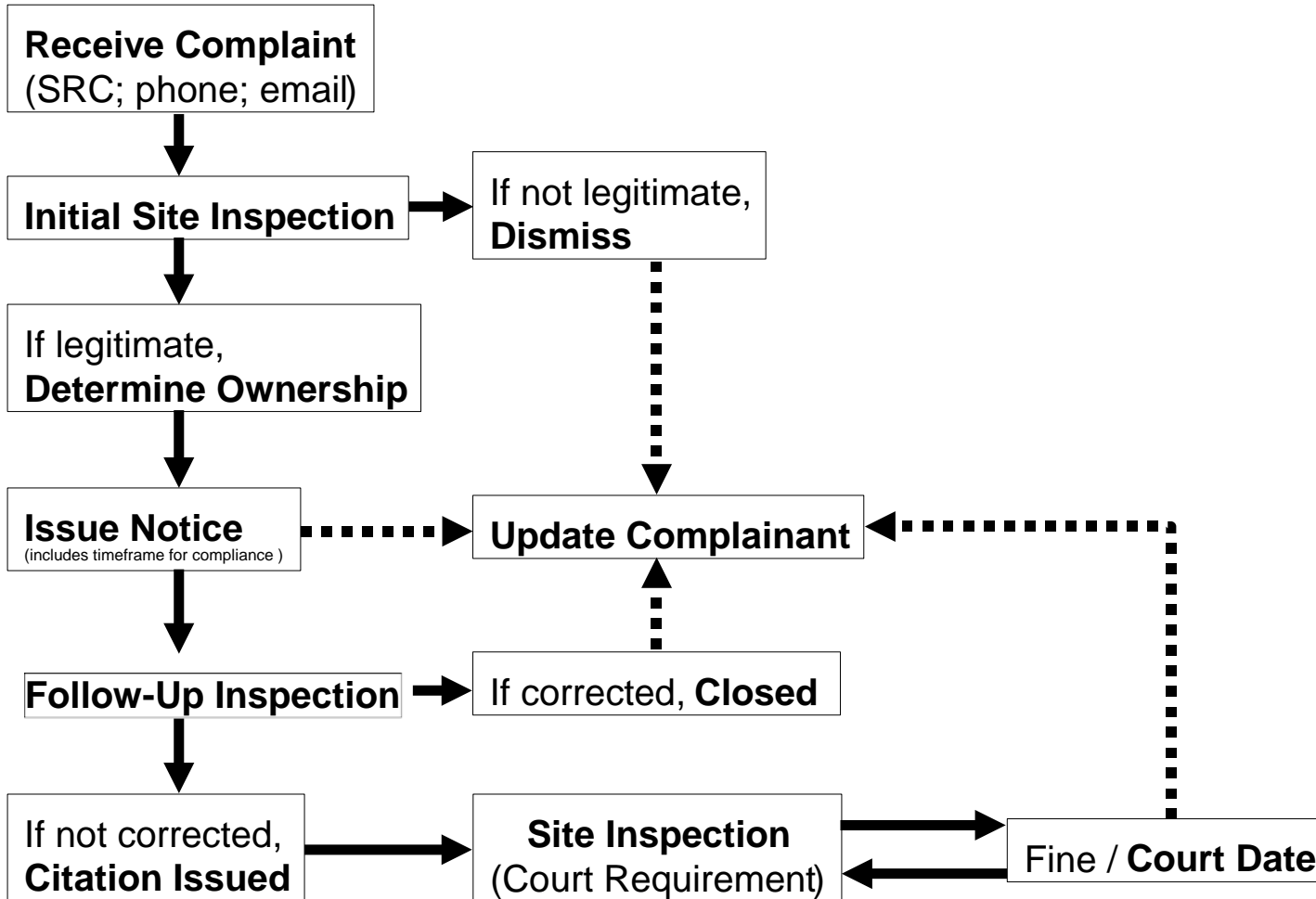
Code Enforcement Grid
Process Charts

Violation Type	Proposed Reporting Source	Proposed Enforcement	Current Fine (1)	Proposed Fine Type
Waste Containers	PW, PD, FD, CE	PD, CE	Immediate \$35 (1st offense)	No change
Sump Pump Discharge	PW, PD, FD, CE	PW, CE	\$1,000 a day fine	2nd immediate \$35
Stormwater/standing water	PW, FD, PD, CE	PW, CE	\$100 up to \$950 and/or each day ongoing violation	No change
Debris in Street (vegetation)	PW, PD, FD, CE	PW, PD, CE	\$35/\$70 up to \$100/\$250	Immediate \$35
Tall Grass	PW, PD, FD, CE	CE	\$100 up to \$950, and/or each day ongoing violation	Immediate \$35
Recreational Vehicles	PW, PD, FD, CE	CE, PD	\$35/\$70 up to \$100/\$250	Immediate \$35
Nuisance Vehicle Parking	PW, FD, PD, CE	CE, PD	\$35/\$70 up to \$100/\$250, \$250/\$300-\$2500	2nd immediate \$35
Inoperable vehicles	PD, FD, CE	PD, CE	\$250/\$300-\$2500, \$35/\$70 up to \$100/\$250	No change
Overnight parking	PD, FD, PW	PD	\$35/\$70 up to \$100/\$250	No change
Parking over sidewalk	PD, FD	PD, CE	\$35/\$70 up to \$100/\$250	No change
Dead trees	PW, PD, FD, CE	CE	\$100 up to \$950, and/or each day ongoing violation	No change
Refuse at the curb (TV's, yard waste)	PW, PD, FD, CE	CE	\$250 - \$500	2nd immediate \$35
Stagnant water (pools)	PW, PD, FD, CE	CE	\$35/\$70 up to \$100/\$250	No change
Hoarding	FD, PD, PW, CE	CE	\$100 up to \$950, and/or each day ongoing violation	No change
Overgrown Shrubs	PW, PD, FD, CE	CE	\$100 up to \$950, and/or each day ongoing violation	2nd immediate \$35
Work without a permit	PW, PD, FD, CE	PD, CE	1.5 times the normal permit cost	Amend - Increase fine
Failed culvert*	PW	PW, CE	???	No change
Construction debris in street	PW, PD, FD, CE	PW, PD, CE	\$35/\$70 up to \$100/\$250, \$100 up to \$950, and/or each day ongoing violation	Immediate \$35
Snow plowed in street	PW, PD, FD, CE	PD, PW, CE	\$100 up to \$950, and/or each day ongoing violation	Immediate \$35
Holiday decorations	PW, PD, FD, CE	CE	\$100 up to \$950, and/or each day for a continuing violation	2nd immediate \$35
Deposits on sidewalk (ice)	PW, PD, FD, CE	PW, CE	\$100 up to \$950, and/or each day ongoing violation	2nd immediate \$35
Industrial dumpsters (blowing trash)	PW, PD, FD, CE	CE	\$35/\$70 up to \$100/\$250	2nd immediate \$35
Vegetation over sidewalk	PW, PD, FD, CE	CE	\$10 - \$500, and/or each day ongoing violation	2nd immediate \$35
Storage containers (PODS)	PW, PD, FD, CE	CE	\$250 W/In 30 Days up to \$300/\$2500	No change
Contractor dumpsters (residential)	PW, PD, FD, CE	CE	No fine structure	Create ordinance
Structural maintenance	PW, PD, FD, CE	CE	\$100 up to \$950, and/or each day for a continuing violation	No change
Life Safety Code	FD	FD, CE	\$100 up to \$950, and/or each day for a continuing violation	No change
Fire Code	FD	FD, CE	\$100 up to \$950, and/or each day for a continuing violation	No change
Alarms system (not registered)	PD, FD	PD, FD, CE	\$50 immediate with escalating fines	No change
Business License/Vending machine	FD, PD, CE	FD, PD, CE	Per month late via table Sec. 9-8	2nd \$35 (plus table)
Vehicle sticker	FD, PD, CE	PD, CE	Immediate \$50 (1st offense) plus escalating fines for non compliance	No change

BOLD: New Reporting, enforcement source, or recommended citation modification

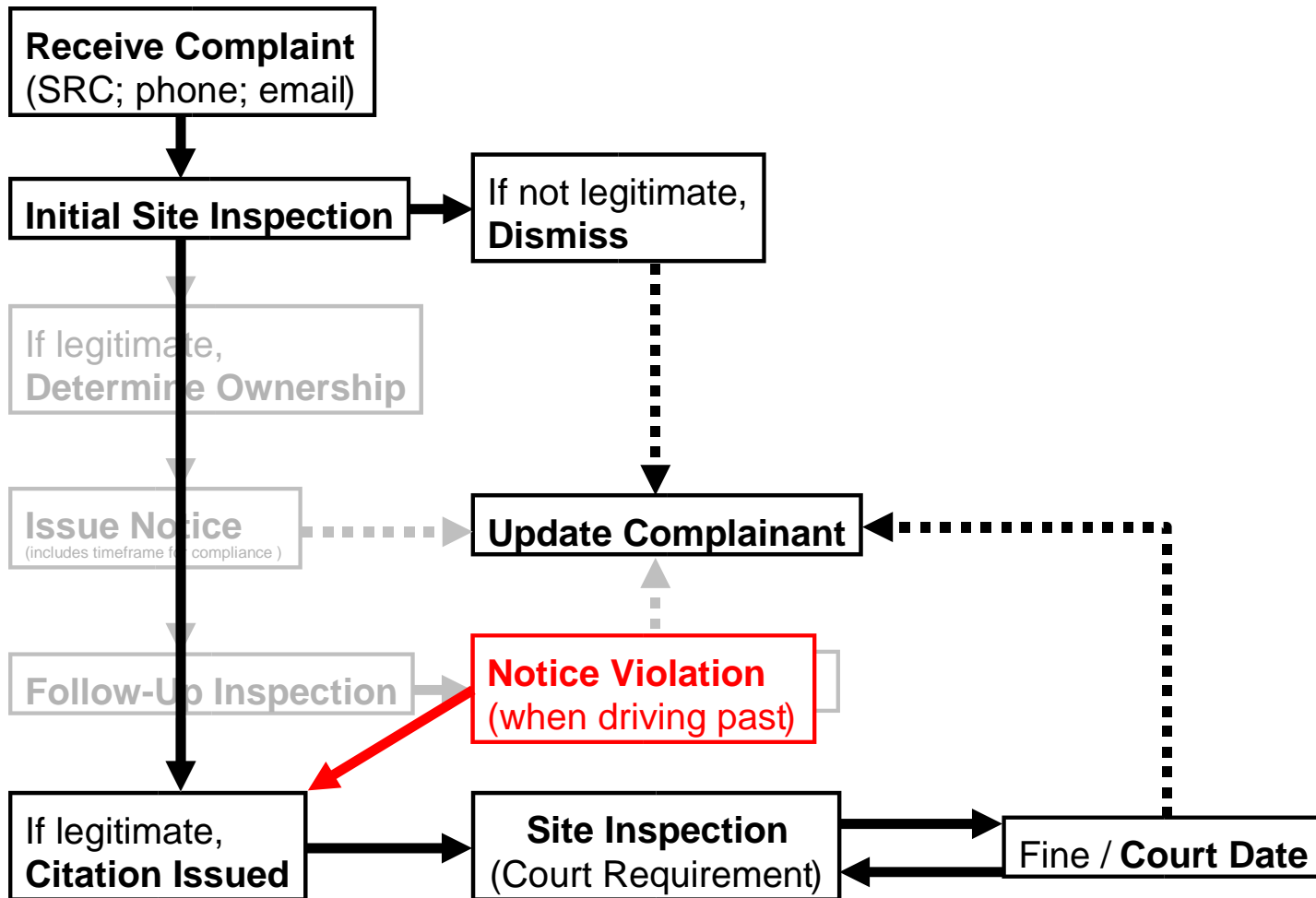
(1): Current fines can have several numbers when more than one ordinance applies.

CODE ENFORCEMENT PROCESS



CODE ENFORCEMENT PROCESS

(Impact of immediate citations on the process)





AGENDA ITEM # 8

**AGENDA ITEM EXECUTIVE SUMMARY
Committee of the Whole Meeting
September 11, 2017**

Item Title: Termination of Actuarial Services Agreement

Staff Contact: Tom Dahl, Finance Director

COMMITTEE OF THE WHOLE ACTION

Consider a staff recommendation to:

- 1) Terminate the existing agreement for actuarial services between the Village and MWM Consulting Group.**
- 2) Approve an agreement for actuarial services between the Village and Foster and Foster.**

Executive Summary:

The Village conducted an RFP for actuarial services in FY 2015 and approved a three year agreement in January 2016 with MWM Consulting Group. While Village staff is happy with the final reports issued in the first two years of the agreement, staff would like to cancel the agreement and work with the second choice from the RFP, Foster and Foster.

Based on this recommendation, the next steps would be necessary:

- 1) Terminate the existing actuarial services agreement. Pursuant to the agreement with the Village's existing actuary, the Village must provide at least 90 days written notice to cancel the agreement. Staff would provide this written notice on September 12.
- 2) At the September 25 Village Board meeting: Approve an agreement with Foster and Foster to serve as actuary for a three year period.

Implications:

Is this item budgeted? Yes, the proposed FY 2018 budget will include funds for the actuarial reports for the Police Pension Fund, Firefighters' Pension Fund and OPEB (Other Postemployment Benefits).

Any other implications to be considered? No

Attachments: None