

Draft
10/06/10

Agenda
Glen Ellyn Village Board of Trustees
Monday, October 11, 2010
8:00 p.m. – Galligan Board Room

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Village Recognition:
 - A. Glen Ellyn Historical Society Executive Director Jan Langford sent her appreciation to Assistant Public Works Director Dave Buckley and Village Forester Peggy Drescher thanking them for their assistance with the Society's Tavern Day event, held on Sunday, September 26. Ms. Langford also thanked the Public Works Department for clearing the debris along the Stacy's Tavern property line making the area safer and more attractive.
 - B. A resident who lives in Raintree sent his appreciation to Police Officer Raymond Munch for notifying him of a car door that had been inadvertently left open on his personal vehicle.
 - C. A resident sent a letter to the Police Department extending her thanks to Administrative Secretary Christine Miller for assistance she provided concerning a parking ticket.
 - D. The Police Department received an email from a resident in the Lincoln School attendance area telling of the positive impact the proposed Greenfield Avenue sidewalk will have on the families who will use the sidewalk.
 - E. Public Works received a letter from a 40-year Glen Ellyn resident who wanted to make known her appreciation for the creative flower pot arrangements in the downtown area. She sent her compliments specifically to Stevie Chandler, a Public Works employee who is responsible for the imaginative and sophisticated flower pot plantings.
 - F. A resident sent special thanks to Glen Ellyn Volunteer Firemen Pete Campbell, Dan Czwornod, Larry Cox and Eric Davison and Police Officer Paul Baird for responding to a 911 call after the resident had an accident while working on his roof. He feels fortunate the team reacted so quickly and responsibly.

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

Joseph Kvapil	Planning and Development	Five Years
Mary Ellen Olson	Planning and Development	Five Years
Harold Kolze	Facilities Maintenance Division	Five Years

- H. The Village Board and Management Team congratulates Village Manager Steve Jones on 30 years of service to local government.

5. Audience Participation (Pages 5 – 7)

- A. Proclamation recognizing outgoing Finance Director Jon Batek.
- B. Proclamation recognizing October as Breast Cancer Awareness Month.
- C. Presentation of a Certificate of Achievement for Excellence in Financial Reporting to the Village of Glen Ellyn from the Government Finance Officers Association.
- D. Presentation of an Award for Outstanding Achievement in Popular Annual Financial Reporting to the Village of Glen Ellyn from the Government Finance Officers Association.
- E. Other?

6. Consent Agenda (Pages 8 – 50)

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

- A. Village Board Meeting Minutes:
- September 27, 2010 Workshop
 - September 27, 2010 Regular Meeting
- B. Total Expenditures (Payroll and Vouchers) - \$2,311,084.02.

The vouchers have been reviewed by Trustee Cooper prior to this meeting.

- C. Motion to approve the recommendation of President Pfefferman that Michaelene Burke Hoeh be appointed to the Building Board of Appeals for a term ending December 31, 2010.
- D. Motion to waive Section 10-4-14(B)17(Promotional Activities) of the Glen Ellyn Zoning Code in order to allow the Glen Ellyn Historical Society to host the American Roots Concert on Sunday, November 7, 2010 between 7:00 p.m. and 10:00 p.m. at 800 N. Main Street. *(Assistant to the Village Manager Schrader)*

- E. Motion to waive Sections 10-4-17.1(B)40, 10-4-17.1(B) and 10-5-14 of the Glen Ellyn Zoning Code regarding promotional activities and to approve the request from the Downtown Glen Ellyn Alliance for the event, "Ladies Night Out," to occur on Tuesday, November 30, 2010 from 6:00 p.m. to 10:00 p.m. at participating retailers in the Central Business District. *(Assistant to the Village Manager Schrader)*
 - F. Motion to waive Section 10-4-17.1(B) (Promotional Activities) of the Glen Ellyn Zoning Code and Section 4-5-7 (Prohibited Signs) of the Village Code to permit the Downtown Glen Ellyn Alliance to host holiday activities in the Central Business District from December 4, 2010 through December 18, 2010. *(Assistant to the Village Manager Schrader)*
 - G. Motion to waive Section 10-4-17.1 (promotional activities) of the Glen Ellyn Zoning Code and Section 4-5-7(G) (portable signs) of the Village Code in order to allow for Bridge Communities' Charity Event at Gearhead Auto Repair on Saturday, January 29, 2011 to Sunday, January 30, 2011. *(Assistant to the Village Manager Schrader)*
 - H. Motion to approve a temporary waiver of Section 10-4-15.B.14 of the Village Code to allow Trader Joe's to sell and store merchandise outdoors at 680 Roosevelt Road. *(Planning and Development Director Hulseberg)*
 - I. Resolution No. 10-22, a Resolution Accepting Public Improvements and a Bill of Sale for the Kingsbrook Glen Subdivision Located at the Southwest Corner of Taft Avenue and Nicoll Way on Property Commonly Known as Kingsbrook Glen. *(Planning and Development Director Hulseberg)*
 - J. Motion to waive competitive bidding and approve award of a construction contract to Martam Construction, Inc., of Elgin, Illinois for the 2010 Sidewalk Program (Greenfield and Ridgewood), in the amount of \$23,000 (including a 6-percent contingency), to be expensed to the FY 10-11 Capital Projects Funds. *(Public Works Director Caracci)*
 - K. ***Motion to waive competitive bidding and approve a proposal from Water Well Solutions of Elburn, Illinois for testing and liner installation at Well No. 6 at the Wilson Avenue Pumping Station in the not-to-exceed amount of \$86,000 (including a 20-percent contingency), to be expensed to the FY 10 - 11 Water Fund. *(Public Works Director Caracci)*
 - L. ***Motion to receive the Village's Comprehensive Annual Financial Report for the fiscal year ended April 30, 2010. *(Finance Director Batek)*
7. Ordinance No. 5889, an Ordinance providing for the issuance of not to exceed \$6,600,000 General Obligation Refunding Bonds, Series 2010, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing the execution of a bond order in connection therewith, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an Escrow Agreement in connection with such issuance. *(Trustee Thorsell) (Pages 51 – 147)*

Finance Director Jon Batek will present this item which is commonly referred to as a bond parameters ordinance. This ordinance provides the Village Board's authorization to sell General Obligation Refunding Bonds via competitive sale in an amount not to exceed \$6.6 million to refinance current debt obligations of the Village at lower interest rates for the purpose of generating future debt service savings. Presently the competitive sale is scheduled for November 8, with final closing by November 22, 2010.

8. Planning and Development Director Staci Hulseberg will present information regarding proposed annexation agreements for three properties generally located northeast of Route 53 and Bemis Road commonly known as 1S675 Route 53, 21W764 Bemis Road and 21W700 Bemis Road. The properties previously entered into annexation agreements with the Village in order to receive water and sewer services. These agreements have since expired. Therefore, the Village requested that the property owners enter into new annexation agreements in order to continue to receive Village services. *(Trustee Comerford) (Pages 148 – 189)*

A. Public hearing regarding proposed annexation agreements for properties located at 1S675 Route 53, 21W764 Bemis Road and 21W700 Bemis Road.

B. Ordinance No. 5890, an Ordinance approving Annexation Agreements for Three Properties Located at 1S675 Route 53, 21W764 Bemis Road and 21W700 Bemis Road.

9. Ordinance No. 5891, an Ordinance Granting Approval of a Special Use Permit for a Preliminary and Final Planned Unit Development Plan and Exterior Appearance Approval for the Treasure House Located at 497 Pennsylvania Avenue. *(Trustee Comerford) (Pages 190 – 253)*

Planning and Development Director Staci Hulseberg will present information on the request of Metropolitan Family Services, owner of the Treasure House located at 497 Pennsylvania Avenue, for approval of a Special Use Permit for a Preliminary and Final Planned Unit Development Plan and the Exterior Appearance of proposed façade renovations and an addition.

10. Reminders:

- The next Regular Village Board Workshop meeting of the Glen Ellyn Village Board is scheduled for Monday, October 18, 2010 beginning at 7 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.
- The next Regular Village Board Meeting is scheduled for Monday, October 25, 2010 with a Workshop beginning at 7 p.m. and the Regular Board Meeting beginning at 8 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

11. Other Business?

12. Motion to adjourn to executive session for the purpose of discussing the appointment, employment, compensation, discipline, performance or dismissal of specific employees, adjourning thereafter without returning to open session. *(Trustee Cooper)*

13. Press Conference



A-5A

VILLAGE OF GLEN ELLYN

Proclamation

WHEREAS, Jon Batek has served the Village of Glen Ellyn as its Finance Director since January 29, 2001 and served with four Village Presidents and three Village Managers; and

WHEREAS, his dedication to the well-being of Glen Ellyn residents has been manifested through his knowledge and expertise in financial matters, always striving to maintain the highest accounting standards for all applicable situations; and

WHEREAS, his expertise was utilized in obtaining the very best banking services for the Village, refinancing bond issues, creating special service areas, providing timely and accurate financial analysis, and striving to insure conservative fiscal integrity at all levels of the organization; and

WHEREAS, Jon's budgeting knowledge resulted in his being named "Budgeteer First Class", earning the Distinguished Budget Presentation Award from the Government Finance Officers Association, the highest form of recognition in governmental budgeting; and

WHEREAS, Jon's greatest worry with the budget each year was not really related to whether it balanced and was fiscally responsible, but rather what picture would be used for the cover; and

WHEREAS, his daily pre-dawn bicycle ride from Batavia to Glen Ellyn gave him the ridiculous notion that he could ride his bike across the United States in three weeks, which he then did and impressed the socks off of all who know him; and

WHEREAS, Jon's financial acumen, his sense of humor, extra clothing hanging on his bookcase, cans of Red Bull and his mud-soaked bicycle will be sorely missed in the Civic Center;

NOW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do convey the appreciation of the Village Board and the residents of Glen Ellyn to Jon Batek for his commitment to responsive government in our Village, as we extend to him our fond wishes in his future endeavors.

Village President

attest:

Village Clerk

Date



A-5B

VILLAGE OF GLEN ELLYN

Proclamation

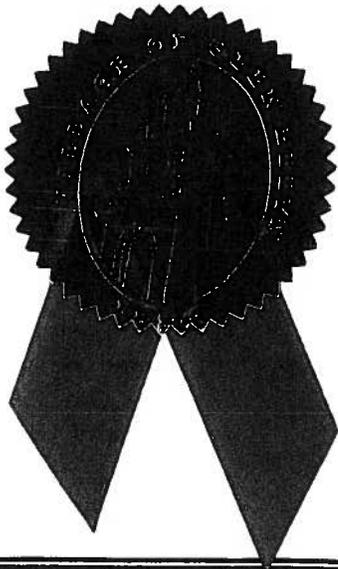
WHEREAS, breast cancer has been identified as one of the top ten health priorities in DuPage County; and

WHEREAS, early detection and prompt treatment significantly reduce suffering and loss of life due to breast cancer; and

WHEREAS, mammography is an effective method to detect breast changes that may be cancer and is recommended annually for women over 40 by the American Cancer Society; and

WHEREAS, the Making Strides Against Breast Cancer Walk will take place nationally on Sunday, October 17;

NOW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do hereby proclaim that our community joins the American Cancer Society in recognizing October as Breast Cancer Awareness Month and encourage our residents to consult their health care providers regarding breast cancer screening.



Village President

attest:

Village Clerk

Date

A-6A

**Minutes
Village Board Workshop
Glen Ellyn Village Board of Trustees
September 27, 2010**

Time of Meeting: 7:00 P.M.

Present: President Pfefferman; Trustees Ladesic, Hartweg, Comerford, Cooper, Thorsell, Henninger; Village Clerk Connors.

No staff was present.

1. Call to Order

President Pfefferman called the Board Workshop to order at 7:00 P.M. with a roll call. Trustees Thorsell, Comerford, Cooper, Ladesic, Hartweg, and Henninger responded "Here."

2. Adjournment

At 7:03 p.m., Trustee Thorsell moved, seconded by Trustee Comerford to adjourn to Executive Session for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, adjourning thereafter to the regularly scheduled 8:00 p.m. Village Board Meeting. Trustees Thorsell, Comerford, Hartweg, Henninger, Ladesic, and Cooper voted "aye." Meeting adjourned.

Submitted by:

Suzanne R. Connors,
Village Clerk

Minutes
Regular Meeting
Glen Ellyn Village Board of Trustees
September 27, 2010

Call to Order

Village President Pfefferman called the meeting to order at 8:01 p.m.

Roll Call

Upon roll call by Village Clerk Connors, Village President Pfefferman and Trustees Comerford, Cooper, Hartweg, Henninger, Ladesic and Thorsell answered, "Present."

Pledge of Allegiance

The Pledge of Allegiance was led by Cub Scout Troop 150 after which each scout introduced himself.

Village Recognition

- a. The Village Board accepted the resignation of Architectural Review Commission member Michael Gorz and thanked him for his service.
- b. The students from St. Petronille created 107 very nice greeting cards for the members of our Police Department, forwarding their thanks for keeping them safe. The cards are on display at our Police Department through the month of October.
- c. Sherry Yarema, Co-Chair of the Wheaton-Glen Ellyn Branch of the American Association of University Women, sent a letter of thanks to Facilities Supervisor Harold Kolze and Custodians Brad Davis, David Fries, Dave Heighway, and Gary Kostal for their support during the annual book sale.
- d. The Glen Ellyn Volunteer Fire Company received two complimentary letters, one from a patient who thanked the involved paramedics for their professionalism, and one letter from a family thanking Firefighter Kyle Marcussen for providing exceptional assistance.
- e. A resident called to forward her thanks and appreciation to Public Works Crew Leader Mark Mellor and Maintenance Worker Ken Major, who assisted her in retrieving her keys from a catch basin.
- f. An officer of the Oak Brook-based McDonald's Corporation wrote to thank Community Service Officer Rose Volpe for participating in their first campus Safety Fair by teaching parents how to properly install their child safety seat.

- g. A letter was received from a non-resident thanking Police Chief Phil Norton for being allowed to attend the recent Senior Police Academy, and she complimented Police Officer Tom Staples for supervising an excellent program.
- h. Police Officer Keith Duval received a family's letter of thanks for responding to their emergency medical call.
- i. Police Chief Phil Norton received two letters from Faith Evangelical Lutheran Church – one thanking him and the Police Department for assistance at the recent funeral service for Lance Corporal Kevin Oratowski, and the second letter thanked Chief Norton for time and conversation following the most recent *Coffee with the Cops* event.
- j. The Operation RAILS SAFE Committee sent a letter of thanks to Police Chief Norton for participating in their event on September 10.
- k. A note was received by Police Chief Norton from Sunrise Assisted Living of Glen Ellyn thanking our Police Department for faithful service.
- l. A letter of resignation has been received from the Village's Finance Director, Jon Batek, and he was thanked for his service to the Village.

Audience Participation

- a. James Burdett, Architectural Review Commission Chairman, presented this year's winner of the annual Traveling Trophy Award to the Shamrock Company for the Taco Bell/KFC building on Roosevelt Road, and an honorable mention to the 1st United Methodist Church for their tower, each for excellence in building design. The Vivian Ball Landscape Award for excellence in achieving the landscape objectives of the Village was presented to Panfish Venture LLC who developed Waters Edge townhomes.
- b. Dan Smith, 97 Newton Avenue, spoke to the Village Board concerning the condition of Manor Woods and inquired about the planned progress of the clean up. Public Works Director Caracci responded that the Village is working on an RFP for some upper canopy work to be done in late November or early December. Public Works will be taking care of some of the dead wood on the parameter, and the public should see some positive activity in the area soon.
- c. Carl Hokenson, 243 N. Park Boulevard, addressed the Village Board concerning a \$50 sump pump discharge fee he was charged when he does not have a sump pump. Public Works Director Caracci explained the \$50 is a clear water inspection fee charged to confirm/deny the presence of the sump pump. Further information will be provided to Mr. Hokenson.

- d. Carol Van Garp, 89 Newton Avenue, spoke to the Village Board regarding the floral clock. She mentioned the difficulty reading the time due to the plantings and that the time is often incorrect. People use cell phones for time. She suggested a pool with a water wall or waterfall with lights.

Consent Agenda

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

Trustee Henninger moved and Trustee Cooper seconded the motion that the following items included on the Consent Agenda be approved:

- a. **Minutes** of the following Village Board Meetings:
 - Workshop Meetings
 - September 13, 2010
 - September 20, 2010
 - Regular Meeting
 - September 13, 2010
- b. Total **Expenditures** (Payroll and Vouchers) - \$1,213,690.77.
The vouchers were reviewed by Trustee Henninger prior to the meeting.
- c. Contract with McFarlane Douglass & Company of Burr Ridge, Illinois for the installation, maintenance, and removal of **holiday decorations and lighting** in our downtown area in a not-to-exceed amount of \$24,000 (including a 10-percent contingency), to be expensed to the Special Programs Fund.
- d. Declare certain pieces of **equipment and vehicles surplus** and approve the disposal of these various obsolete Village vehicles and equipment.
- e. Purchase of Vehicle #250, a 2011 **Freightliner** M2 106 with a 55 foot over center articulated aerial lift from Transchicago Truck Group of Elmhurst, Illinois in the amount of \$135,747, to be expensed to the FY11 Capital Outlay-Vehicles Fund.
- f. Purchase of Equipment #510, a Brush Bandit 1890XP **chipper trailer** from Bandit Industries Inc., of Remus, Michigan in the amount of \$43,835, to be expensed to the FY11 Capital Outlay-Vehicles Fund.
- g. Recommendation of Village President Pfefferman that Henry Kummerer be appointed as a youth member of the Historic Preservation Commission for a term ending December 31, 2011.

Upon roll call on the Consent Agenda, Trustees Henninger, Cooper, Comerford, Hartweg, Ladesic and Thorsell voted "Aye". Motion carried.

Ordinance No. 5888 – Memorial Park (671 Crescent Boulevard) – Approval of Zoning Variations

Planning and Development Director Staci Hulseberg presented information on the request of Glenbard High School District 87 for approval of variations from the Glen Ellyn Zoning Code to accommodate proposed improvements at Memorial Park including minimum set back, the construction of new dugouts, sidewalks, pavers, concrete pads and stairs. No lights were proposed at this time. The Plan Commission voted 9-1 to approve the variations as presented.

Trustee Thorsell moved and Trustee Comerford seconded the motion that Ordinance No. 5888 be passed, an Ordinance Approving Zoning Variations for Memorial Park Located at 671 Crescent Boulevard to Allow the Construction of New Dugouts, Sidewalks, Concrete Pads and Stairs.

Upon roll call, Trustees Thorsell, Comerford, Cooper, Hartweg, Henninger and Ladesic voted "Aye." Motion carried.

Resolution No. 10-20 – Reconstruction of Hill Avenue Bridge

Village Manager Steve Jones presented information regarding a resolution approving the adoption of an intergovernmental agreement with the Villages of Glen Ellyn and Lombard for the reconstruction of the Hill Avenue Bridge. In 2009 the weight limit was lowered due to the start of the failure of the bridge. The Village of Lombard asked the Village of Glen Ellyn to participate in the cost of the reconstruction of the bridge and the Village of Glen Ellyn agreed. Negotiations led to the intergovernmental agreement. Manager Jones detailed several items the Village of Glen Ellyn requested be part of the intergovernmental agreement. Approval of this agreement is on the Village of Lombard's October 7 agenda.

Trustee Hartweg moved and Trustee Cooper seconded the motion that Resolution No. 10-20 be passed, a Resolution Adopting an Intergovernmental Agreement with the Village of Lombard Regarding the Reconstruction of the Hill Avenue Bridge.

Upon roll call, Trustees Hartweg, Cooper, Comerford, Henninger, Ladesic and Thorsell voted "Aye." Motion carried.

Resolution No. 10-21 – 825 N. Main Street – Real Estate Sales Contract

Village Attorney Stewart Diamond presented information regarding a resolution authorizing a real estate sales contract to purchase the property at 825 North Main Street. The bankruptcy court has approved the purchase price of \$590,000. Attorney Diamond explained this was an opportunity for the Village to hold the property until it can be sold to be developed in keeping with the architectural motif of the History Park.

Trustee Henninger moved and Trustee Hartweg seconded the motion that Resolution No. 10-21 be passed, a Resolution to Authorize the Execution of a Real Estate Sales Contract

for a Lot of Approximately 59,000 Square Feet at 825 N. Main Street for the Price of \$590,000.

Upon roll call, Trustees Henninger, Hartweg, Comerford, Cooper, Ladesic and Thorsell voted "Aye." Motion carried.

Other Business

Public Works Director Caracci gave an update on the status of the Riford Road project. Although it is an IDOT project, he does know that the contractor has requested a three week extension in time due to the contractor's strike earlier this year. IDOT has not finalized the approval of that request. If IDOT does approve the request, the completion date will be November 20 of this year.

Reminders

- The next Regular Village Board Meeting is scheduled for Monday, October 11, 2010 with a Workshop beginning at 7 p.m. and the Regular Board Meeting beginning at 8 p.m., in the Galligan Board Room of the Glen Ellyn Civic Center.

Adjournment

At 8:56 p.m., Trustee Ladesic moved and Trustee Cooper seconded the motion to adjourn to executive session in Room 301 to discuss pending litigation and the purchase or lease of real property without returning to open session. Upon roll call, all Trustees voted "Aye." Motion carried.

Respectfully Submitted,

Suzanne R. Connors
Village Clerk

DRAFT

October 12, 2010



Jan Langford, Executive Director
Glen Ellyn Historical Society
P.O. Box 283
Glen Ellyn, IL 60138

RE: Glen Ellyn Historical Society American Roots Concert

Dear Ms. Langford:

This letter is to confirm action taken at the Village Board Meeting on Monday, October 11, 2010, regarding the Glen Ellyn Historical Society's American Roots Concert, scheduled for Sunday, November 7, 2010 as described in the Historical Society's letter of September 21, 2010. The Village Board approved your requests and temporarily waived the pertinent section of the Zoning Code. The formal approval by the Village Board provides for the following:

1. Approval for the event to occur on Sunday, November 7, 2010 from 7:00 p.m. to 10:00 p.m. at Stacy's Tavern Museum and History Center, 800 N. Main Street.
2. Section 10-4-14(B)17 of the Glen Ellyn Zoning Code (C2 Commercial District concerning a special use for outdoor sales, storage, tents, promotional activities and events) has been waived for the length of the event on Sunday, November 7, 2010.
3. Sale/provision of food and drink will be allowed at 800 N. Main Street between 7:00 p.m. and 10:00 p.m. only after approval by the DuPage County Health Department.

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

Sincerely,

Steve Jones
Village Manager

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

X:\Admin\LETTERS\GEHSAmericanRootsConcert.doc

DRAFT

October 12, 2010



Carol White, Special Events Coordinator
Downtown Glen Ellyn Alliance
286 N. Park Boulevard
Glen Ellyn, IL 60137

RE: 2010 Ladies Night Out

Dear Ms. White:

This letter is to confirm action taken at the Village Board Meeting on Monday, October 11, 2010, regarding the Ladies Night Out event scheduled to occur on Tuesday, November 30, 2010. The Village Board formally approved the Alliance's requests. Formal Village Board approval provides for the following:

1. Approval for the event to occur on Tuesday, November 30, 2010 from 6:00 p.m. to 10:00 p.m. in the Central Business District. Please provide the Police Chief, 630-469-1187, with a list of participating retailers and contact information by Tuesday, November 2, 2010.
2. Provision of food will be allowed at participating retailers between 6:00 p.m. and 10:00 p.m. on Tuesday, November 30, 2010 only after approval by the DuPage County Health Department.
3. If beer and/or wine are to be sold, the Downtown Glen Ellyn Alliance must apply for a Class E Liquor License by contacting Administrative Services Coordinator Patti Underhill. The policy shall list the Village of Glen Ellyn as owner of the property and provide coverage at a minimum of \$500,000 per person or occurrence. The Class E Liquor License Application is also available online at www.glenellyn.org and is due no later than Tuesday, November 2, 2010. In addition to the \$20 application fee for the Class E Liquor License, the DGEA must provide dramshop (liquor liability) insurance.
4. Sales of beer and/or wine will be allowed within participating retailers in the Central Business District only after approval and issuance of a liquor license by the Liquor Commissioner. Specific details of security, and the dispensing of beer and/or wine must be coordinated with and approved by the Police Chief (or his designee) prior to receipt of a Class E Liquor License. The sale of liquor is specifically approved to occur between the hours of 6:00 p.m. and 10:00 p.m. on Tuesday, November 30, 2010. Alcoholic beverages **must** remain within each participating retailer's building.
5. It is necessary to obtain a Special Event Liquor License from the Illinois Liquor Control Commission. Please visit their website at www.state.il.us/lcc/ for more information.

6. Participating retailers will also be required to send all individuals involved with the service of alcoholic beverages to attend Beverage Alcohol Sellers and Servers Education and Training (BASSET). Please contact the Police Department at 630-469-1187 to coordinate the details of this requirement.
7. Sections 10-4-17.1(B)40 and 10-5-14 of the Zoning Code have been waived for the length of the event on Tuesday, November 30, 2010 in order to permit entertainment in the form of live musicians in the Central Business District inside the following establishments: M and Em's, P.S. Flowers and Bundles of Books.
8. The Village Board waived Section 10-4-17.1(B) concerning outside promotional activities in order to allow a festival of carolers throughout the Central Business District on Tuesday, November 30, 2010 between the hours of 6:00 p.m. and 10:00 p.m.
9. Valet parking services will be permitted in front of Tap House Grill and Costello Jewelry Company, 411 and 474 N. Main Street, from 5:00 p.m. to 10:00 p.m. on Tuesday, November 30, 2010. Please work out specific details of this request with the Police Chief or his designee, 630-469-1187.
10. The Downtown Glen Ellyn Alliance is reminded that if balloons or other attention-getting devices are utilized to direct guests to participating retailers, it must be in accordance with Section 4-5-8(B) of the Sign Code.
11. Evidence of insurance for the Downtown Glen Ellyn Alliance in the amount of \$2 million listing the Village as additionally insured must be presented to Assistant to the Village Manager-HR Danamarie Izzo by Tuesday, November 2, 2010.

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

Sincerely,

Steve Jones
Village Manager

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

DRAFT

October 12, 2010



Carol White
Downtown Glen Ellyn Alliance
286 N. Park Boulevard
Glen Ellyn, IL 60137

RE: 2010 Downtown Glen Ellyn Holiday Events

Dear Ms. White:

This letter is to confirm action taken at the Village Board Meeting on Monday, October 11, 2010, regarding the 2010 Downtown Holiday Events scheduled to occur December 4, 2010 through December 18, 2010 in the Central Business District. The Village Board approved the Alliance's requests and temporarily waived the pertinent sections of the Village Code.

The formal approval by the Village Board provides for the following:

1. Horse and carriage rides will be allowed on the following dates and times: December 4, 11 and 18, 11:30 a.m. to 2:30 p.m. The Downtown Glen Ellyn Alliance is responsible for cleaning up after the horses and storing any equipment related to the operation during these times. Please confirm the proposed routes with the Glen Ellyn Police Department and Public Works Department.
2. The Village Board waived Section 10-4-17.1(B) concerning outside promotional activities in order to allow a festival of carolers throughout the Central Business District on December 4, 11 and 18, 2010 between the hours of 11:30 a.m. and 2:30 p.m.
3. Valet parking services will be permitted in front of Tap House Grill and Costello Jewelry, 411 and 474 N. Main Street respectively, from 10:00 a.m. to 10:00 p.m. December 4, 11 and 18, 2010. Please work out details specific to this request with the Police Chief or his designee, 630-469-1187, by Tuesday, November 9, 2010.
4. Section 4-5-7 (Prohibited Signs) of the Village Code has been waived for the length of the event to allow the Downtown Glen Ellyn Alliance to place several small signs at Costello Jewelry, 474 N. Main Street, and at Gratto, 433 Main Street, for the purpose of indicating horse and carriage pick-up locations.
5. Evidence of insurance for the Downtown Glen Ellyn Alliance in the amount of \$2 million listing the Village as additionally insured must be presented to Danamarie Izzo, Assistant to the Village Manager - HR, by Tuesday, November 9, 2010.

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

Sincerely,

Steve Jones
Village Manager

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

X:\Admin\Downtown Glen Ellyn Alliance\2010Downtown HolidayEvents.doc

DRAFT

October 12, 2010



Deb Ritter
Bridge Communities
505 Crescent Boulevard
Glen Ellyn, IL 60137

RE: Bridge Communities' Charity Event at Gearhead Auto Repair

Dear Ms. Ritter:

This letter is to confirm action taken at the Village Board Meeting on Monday, October 11, 2010 regarding the charity event scheduled to occur at Gearhead Auto Repair, 474 Forest Avenue, on Saturday, January 29, 2011 as described in Bridge Communities' letter of September 17, 2010. The Village Board approved your requests and temporarily waived the pertinent sections of the Village Code including 10-4-17.1 to authorize a special event with live music where this type of event/use is neither a permitted or special use in the C5A Central Business District and Section 4-5-7(G) to allow portable signs on the public right-of-way to direct guests to the event.

The Village Board further approved the requests of Bridge Communities as listed below:

1. Approval for the event to begin on Saturday, January 29, 2011 at 7 p.m. and to continue until 1 a.m. on Sunday, January 30, 2011.
2. It should be noted that this party is not private as you indicate because not all individuals that attend will receive a private invitation. As such the party is public and Bridge Communities will be required to obtain a Class E Liquor License by contacting Administrative Services Coordinator Patti Underhill (630-469-5000). The Class E Liquor License Application is also available online at www.glenellyn.org and is due no later than Tuesday, December 21, 2010. In addition to the \$20 application fee for the Class E Liquor License, Bridge Communities must provide dramshop (liquor liability) insurance.
3. Sales of beer and/or wine will be allowed within Gearhead Auto Repair only after approval and issuance of a liquor license by the Liquor Commissioner. Specific details of security, and the dispensing of beer and/or wine, must be coordinated with and approved by the Police Chief (or his designee) prior to receipt of a Class E Liquor License. The sale of liquor will cease one-half hour prior to the closing time of the event.
4. It may be necessary to obtain a Special Event Liquor License from the Illinois Liquor Control Commission. Please visit their website at www.state.il.us/lcc/ for more information.
5. Bridge Communities will be required to send every seller/server to attend Beverage Alcohol Sellers and Servers Education and Training (BASSET). Please contact the Police Department at 630-469-1187 to coordinate the details of this requirement.

6. Bridge Communities is reminded that if balloons are utilized to direct guests to the party, it must be in accordance with Section 4-5-8(B) of the Sign Code.
7. Bridge Communities is also reminded that if the live music is too loud and disruptive, the Police Department will take appropriate action.

Sincerely,

Steve Jones
Village Manager

cc: Staci Hulseberg, Planning and Development Director
Phil Norton, Police Chief
Dave Buckley, Assistant Public Works Director
Danamarie Izzo, Assistant to the Village Manager – HR
Patti Underhill, Administrative Services Coordinator
Todd Bauer, Gearhead Auto Repair

X:\Admin\LETTERS\2011BridgeCommGearhead

MEMORANDUM

A-6H

TO: Steve Jones, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Andrew Letson, Planning Intern

DATE: October 5, 2010

FOR: October 11, 2010 Village Board Meeting

SUBJECT: Trader Joe's Outdoor Sale and Storage of Merchandise Temporary Code Waiver

Request. On July 29, 2010, Trader Joe's, 680 Roosevelt Road, submitted a Special Use Permit application requesting to sell and store merchandise outdoors. They would like to sell and store items such as pumpkins, melons, wreaths and other like merchandise. The application has gone through two staff reviews and is now ready to be considered by the Plan Commission. The Plan Commission will be holding a public hearing to discuss this application on October 14, 2010. However, we are currently entering into the store's prime pumpkin season and they would like to be able to store and sell this merchandise outdoors while their application undergoes the review process. The Village President and the Chair of the Plan Commission discussed this issue and believe a temporary code waiver, pending Plan Commission consideration, is a reasonable solution to this problem.

The team suggests this waiver be limited to outside storage areas adjacent to the building due to a concern regarding the safety of the storage area adjacent to the curb and drive aisle (see attached site plan).

Zoning Regulations. The Zoning Code requires a special use for "Outdoor sales, storage, promotional activities, or tents." In the past, the Village Board has waived this section for promotional events for various businesses/agencies.

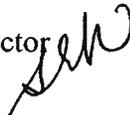
Village Board Action. Trader Joe's is requesting that the Village Board consider a motion to waive Sections 10-4-15.B.14 of the Village Code to allow outdoor sale and storage of merchandise adjacent to the building, pending consideration of the special use permit by the Plan Commission and Village Board. This temporary code waiver would be in effect until the Village Board has the opportunity to consider the application for the requested Special Use Permit.

Attachments: Site Plan for Outside Storage

cc: Phil Norton, Police Chief
Michele Stegall, Village Planner
Joe Kvapil, Building & Zoning Official
Stephen Carmick, Trader Joe's

A-6I

MEMORANDUM

TO: Steve Jones, Village Manager
FROM: Staci R. Hulseberg, Planning and Development Director 
DATE: October 8, 2010
FOR: October 25, 2010 Village Board Meeting
SUBJECT: Resolution to Accept Public Improvements for the Kingsbrook Glen Subdivision

History: On January 23, 2006, the Village Board approved Ordinance No. 5430 which approved a Final Planned Unit Development Plan and Final Plat of Subdivision for the Kingsbrook Glen Subdivision. The Kingsbrook Glen Subdivision consists of twenty-four townhouse units on 3.6 acres of property located at the southwest corner of Taft Avenue and Nicoll Way.

Request: Kingsland Development Corp., the developer, has requested that the Village accept the public improvements and Bill of Sale for the subdivision. All improvements in the subdivision have been completed and the final as-built drawings have been submitted to, and approved by, Village Consulting Engineer Bill McGurr. Engineer McGurr has recommended acceptance of the improvements and the Bill of Sale (see attached letter dated September 30, 2010).

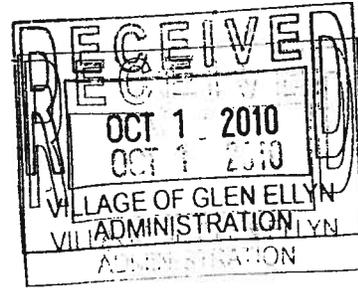
Village Board Action: The Village Board is requested to approve the Resolution accepting the public improvements and the Bill of Sale.

Attachments: Bill McGurr's letter dated September 30, 2010
Bill of Sale dated September 20, 2010
Resolution

cc: Joe Caracci, Public Works Director
Bob Minix, Professional Engineer
Bill McGurr, Village Consulting Engineer
Philip Passon, Kingsland Development Corporation

A McGURR, Ltd., P.C.
consulting engineers

P. O. Box 308 • Wheaton, IL 60187-0308
630 / 665-1170 amcgurrltd@att.net



30 September 2010

Mr. Steve Jones
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

Re: Acceptance of Public Improvements
Kingsbrook Glen Subdivision
Nicoll Way and Taft Avenue
Glen Ellyn, Illinois
AML 007.659

DPCSWMPA: 04-17-0006

Dear Mr. Jones:

The public improvements constructed for the Kingsbrook Glen Subdivision have been completed and are ready for acceptance by the Village Board.

The Final Plans of the Kingsbrook Glen Subdivision were approved by the Village Board on 23 January 2006.

The required Maintenance Security is \$38,478.00. The required cash deposit for the uncompleted sidewalk is \$3760.00

We recommend that the Village Board proceed with the acceptance procedure. If they concur to consider a resolution of acceptance at the next Board Meeting, we will prepare the Village Engineer's Certificate of Completion.

Sincerely yours,

A. McGURR, Ltd., P.C.

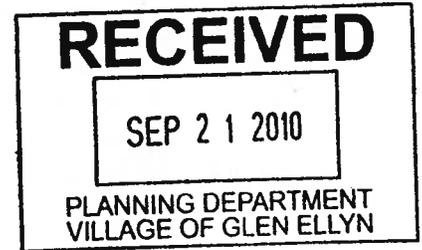

A. W. McGurr, P.Eng.
Village Engineer
Village of Glen Ellyn

Encl: Bill of Sale dated 20 Sep 2010 (copy) w/Exhibit A dated 12 Sep 2006

Cc: S. Hulseberg, Village of Glen Ellyn w/ original Bill of Sale and Exhibit A
R. Minix, Village of Glen Ellyn
P. Passon, Kingsland Development Corp.

BILL OF SALE

Kingsbrook Glen Subdivision
Glen Ellyn, Illinois



KNOW ALL ME BY THESE PRESENTS, that KINGSBROOK GLEN, LLC an Illinois limited liability company ("Developer") in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, does hereby grant, sell, transfer, and deliver unto the Village of Glen Ellyn ("Village"), an Illinois Municipality in DuPage County, Illinois, the following goods, chattels and other items of personal property, contained in the KINGSBROOK GLEN Subdivision and improvements along Kingsbrook Glen, Taft Ave & Nicoll Way, Glen Ellyn, IL.

1. Each and every part and item of 544 lineal feet of sanitary sewer (8-inch PVC sanitary), including 3 manholes, as per the Record Drawings, dated September 12, 2006, prepared by Jacob & Hefner Associates, P.C., a copy of which is attached hereto as Exhibit "A" (Record Drawing"), for the purpose of the collection and transport of sanitary wastewater in the Kingsbrook Glen Subdivision within the Village of Glen Ellyn.
2. Each and every part and item of 470 lineal feet of 8-inch ductile iron watermain and 2 fire hydrants as per the Record Drawing, dated September 12, 2006, prepared by Jacob & Hefner Associates, P.C., a copy of which is attached hereto as Exhibit "A" (Record Drawing"), for the purpose of providing water supply to the Kingsbrook Glen Subdivision within the Village of Glen Ellyn.
3. Each and every part and item of 1,344 lineal feet of sidewalk in rights of way Kingsbrook Glen, Taft Ave. & Nicoll Way as per the Record Drawing, dated September 12, 2006, prepared by Jacob & Hefner Associates, P.C., a copy of which is attached hereto as Exhibit "A" (Record Drawing").
4. Each and every part and item of 546 lineal feet of storm sewer, including manholes, catch basins and inlets, as per the Record Drawing, dated September 12, 2006, prepared by Jacob & Hefner Associates, P.C., a copy of which is attached hereto as Exhibit "A" (Record Drawing") for the purpose of the collection and drainage of storm water runoff in the Kingsbrook Glen Subdivision within the Village of Glen Ellyn.
5. Each and every part and item of 556.91 centerline feet of street improvements including pavement and curb and gutter as per the Record Drawing, dated September 12, 2006, prepared by Jacob & Hefner Associates, P.C, a copy of which is attached hereto as Exhibit "A" (Record Drawing").
6. Each and every part and item of a street lighting system consisting of 4 street lights and electric cable as per the Record Drawing, dated September 12, 2006, prepared by Jacob & Hefner Associates, P.C., a copy of which is attached hereto as Exhibit "A" (Record Drawing").

7. The object of this Bill of Sale is to grant, sell, transfer and deliver to the Village of Glen Ellyn, with the exceptions noted, the ownership in all items of personalty which comprise the sanitary sewers and manholes, water main, fire hydrants, water services, storm sewers and manholes, catch basins and inlets, sidewalks and street improvements, installed at the direction of Developer, in the Kingsbrook Glen Subdivision within the Village of Glen Ellyn. Developer does hereby covenant that it is the lawful owner of the aforescribed goods, chattels, and personalty; that such items are free from all encumbrances that the Developer has the right to sell the same as aforesaid; and that Developer will defend the same against the claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said corporation.

Dated at Wheaton, Illinois, this 20th day of September, 2010.

KINGSBROOK GLEN, LLC
An Illinois limited liability company

By: 
Philip G. Passon, President

Notary:

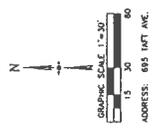
Subscribed and sworn to before me this 20th day of September, 2010

Notary Seal

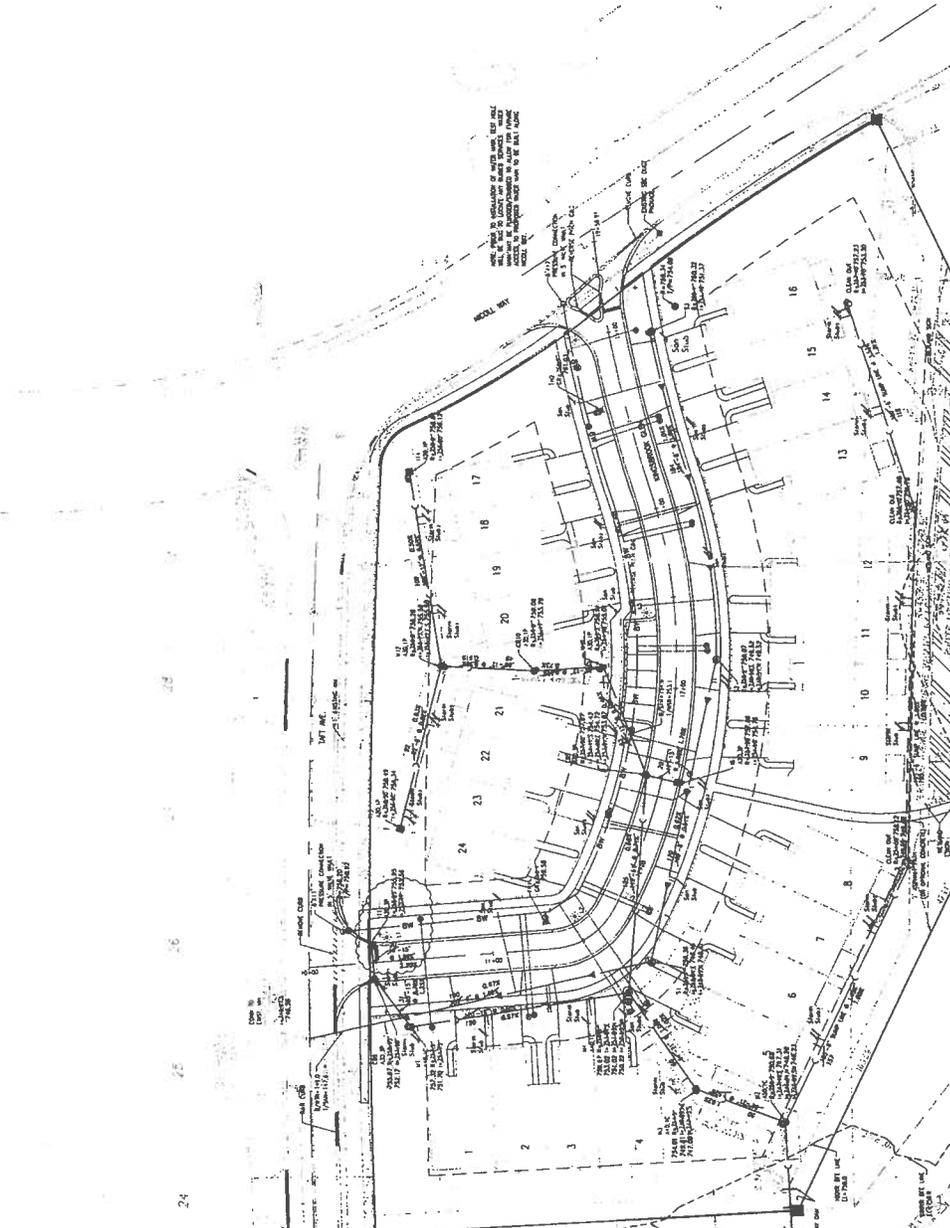

Notary Public Signature



EXHIBIT "A"
AS-BUILT
 Prepared 09-12-06



1. THE INFORMATION CONTAINED HEREIN IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY DATA PROVIDED BY THE CLIENT.
2. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
3. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
4. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
5. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
6. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
7. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
8. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
9. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
10. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
11. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
12. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
13. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
14. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
15. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
16. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
17. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
18. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
19. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
20. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
21. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
22. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
23. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.
24. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF JACOBS & HEPNER ASSOCIATES, P.C.



STORM WATER SYSTEM FISH-PARK VILLAGE HOA

Resolution No. _____

**A Resolution Accepting Public Improvements and
a Bill of Sale for the Kingsbrook Glen Subdivision
Located at the Southwest Corner of Taft Avenue and Nicoll Way on Property
Commonly Known as Kingsbrook Glen**

Whereas, on January 23, 2006, the Village Board approved Ordinance No. 5430 which approved a Final Planned Unit Development Plan and Final Plat of Subdivision for the Kingsbrook Glen Subdivision located at the southwest corner of Taft Avenue and Nicoll Way; and

Whereas, as part of the project, the developer, Kingsland Development Corp., agreed to construct certain public improvements including an 8" watermain, storm sewer, sanitary sewer, sidewalks, streets, street lights and related accoutrements and personalty on and in the vicinity of the Kingsbrook Glen Subdivision; and

Whereas, Kingsland Development Corp. has requested that the Village accept the above-mentioned public improvements which have all been completed; and

Whereas, the Village Consulting Engineer has submitted a certification pursuant to Section 502 of the Glen Ellyn Subdivision Regulations Ordinance No. 5334, as amended, which specifies that all public improvements required to be constructed or installed in connection with the approval of the Kingsbrook Glen Subdivision have been fully completed and approved by him, which certification is attached hereto as Exhibit "A"; and

Whereas, "as-built" plans have been received which indicate the location, dimensions, materials, and other information required by the Village Consulting Engineer to establish that the construction of said improvements has been completed and may be transferred to the Village of Glen Ellyn free and clear of all liens and encumbrances; and

Whereas, Kingsland Development Corp. has transferred and delivered the public

improvements constructed on and in the vicinity of the Kingsbrook Glen Subdivision by Bill of Sale, attached hereto as Exhibit "B," by which it has sold, conveyed, and transferred to the Village those public improvements constructed by Kingsland Development Corp., including a water main, storm sewer, sanitary sewer, streets, street lights, and sidewalk as well as related accoutrements and personalty on and in the vicinity of the Kingsbrook Glen Subdivision; and

Whereas, as the public improvements required and installed on and in the vicinity of the Kingsbrook Glen Subdivision have been fully completed and certified by the Village Consulting Engineer, the President and Board of Trustees deem it to be in the best interest of the Village of Glen Ellyn to approve and accept said public improvements; and

Whereas, the Village shall hold maintenance security in the amount of \$38,478 in order to satisfy the maintenance security required for the project by Section 501-2 of the Subdivision Regulations Ordinance and a cash deposit in the amount of \$3,760 for a sidewalk for the undeveloped lot.

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

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

Section Two: The President and Board of Trustees hereby approve and accept the public improvements as installed by Kingsland Development Corp. and as required by the Final Plat of Subdivision as specifically identified and set forth in Exhibits "A" and "B" attached hereto and made a part hereof as if fully set out herein, including storm sewer, sanitary sewer, streets, street lights, and

sidewalk as well as related accoutrements and personalty on and in the vicinity of the Kingsbrook Glen Subdivision.

Section Three: This Resolution shall be in full force and effect upon its passage and approval.

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

A-65



To: Steve Jones, Village Manager

From: Joe Caracci, Public Works Director

Date: September 30, 2010

Re: 2010 Sidewalk Program – Contractor Recommendation

Background

At the September 20, 2010 Village Board Workshop direction was given to proceed with two new sidewalk installations on Ridgewood and Greenfield. The new sidewalks will fill gaps left from new construction. The Greenfield sidewalk was requested initially by a resident with support from our Police Department due to its proximity to Lincoln Elementary School. The Ridgewood sidewalk was requested through a resident petition. The Board also showed interest in installing the sidewalks in the current calendar year.

Issues

In order to move forward with the most expeditious and inexpensive approach, the Village Board was open to entertaining a contract with a current contractor working on one of our other large infrastructure projects. The unit cost for sidewalk on our Bryant / Thain's Addition Project is nearly 20% lower than the costs achieved through competitive bidding over the past three years. Martam Construction (Bryant Avenue Project contractor) has agreed to honor these prices and is in position to perform the work in concert with their other Village obligations. The cost for the sidewalk project is \$21,018. With a 6% contingency, we are requesting funding in the amount of \$23,000. The current FY11 budget identifies \$40,000 for the sidewalk program which includes this work. Martam is expected to begin in mid-October with completion in advance of Halloween.

Action Requested

Motion to waive competitive bids and approve award of a construction contract to Martam Construction, Inc., of Elgin, IL for the 2010 Sidewalk Program (Greenfield and Ridgewood), in the amount of \$23,000 (including a 6% contingency), to be expensed to the FY 10-11 Capital Projects funds.

Recommendation

I recommend approval of the contract.

Attachments

- Memorandum dated September 24, 2010 (with attachments) authored by Civil Engineer Jeff Perrigo

Interoffice Memorandum

to: Joseph Caracci, Public Works Director
from: Jeffrey D. Perrigo, Civil Engineer
subject: 2010 Sidewalk Program (Greenfield and Ridgewood) – Recommendation
date: September 24, 2010

The purpose of this memorandum is to recommend the **construction contract award** for the 2010 Sidewalk Program (Greenfield and Ridgewood). The Village has an annual sidewalk program that addresses hazards identified throughout the previous year as well as the installation of new sidewalks, where appropriate.

This year's Sidewalk Program will focus on the installation of new sidewalk at two locations which are gaps in the sidewalk continuity that the Village seeks to complete. The locations are on the north side of Greenfield (Lambert to Kenilworth) and on Ridgewood (Kenilworth to 341 Ridgewood). On September 20, 2010, the Village Board heard a presentation from the Public Works Director Joe Caracci and several area residents commented on the installation of the new sections of sidewalk.

The Board agreed with the proposed sidewalk installation at the locations and with the alignment presented in staff's memorandum dated September 13, 2010, and June 01, 2010. Furthermore, direction was given to proceed with the installation of the sidewalk in an expeditious manner. To that end, Director Caracci suggested negotiating with the contractor (Martam) that is currently working on our large scale project (Bryant-Thain's Addition). Martam has agreed to install the proposed sidewalk using the unit prices in the Bryant-Thain's Addition Improvements Project. Martam's prices are about 20% less than the average bid prices that we've seen in the last three years and the Board agreed that we should move to contract with Martam at the advantageous pricing.

Staff recommends the waiving of the competitive bidding requirements and a construction contract be awarded to Martam Construction with program funding (including a 6% contingency) in the amount of **\$23,000**. The 2010 Sidewalk Budget (excluding the amount set aside for the proposed sidewalk on Crescent) is \$40,000. Excerpts from the FY 10/11 Budget is included below:

Sidewalk Program: (FY 10/11 Estimate - \$155,000) – The proposed sidewalk program for 2008 includes construction of new sidewalk on Crescent Boulevard from Roger to Scott and crosswalk improvements at the intersection of Route 53 and Pershing to provide pedestrian crossing signals. Funding for the construction of the Crescent Boulevard sidewalk (\$115,000) will be derived from a portion of the compensation payment from DuPage County to the Village as part of the jurisdictional transfer of the roadway from Roger to the East Branch of the DuPage River bridge.

Martam Construction, Inc. has worked in the Village many times and has always performed to the highest standard. Project activities will be getting underway in mid-October with completion of the work prior to Halloween. The project will be inspected and managed by Public Works.

cc: Steve Jones, Village Manager
Bob Minix, Professional Engineer
Kristen Denney, Assistant to the Village Manager - Administration



VILLAGE OF GLEN ELLYN

BIDDING AND CONTRACT DOCUMENTS

FOR

2010 SIDEWALK PROGRAM (GREENFIELD AND RIDGEWOOD)

**Village of Glen Ellyn Civic Center
Office of Village Clerk
535 Duane Street
Glen Ellyn, IL 60137**

For information contact:

Jeffrey D. Perrigo, Civil Engineer, 630.547.5512

GENERAL REQUIREMENTS AND SPECIAL PROVISIONS

1. SCOPE OF THE WORK

1.1 The scope of work consists of the installation of new walk where none currently exists as well as ancillary construction required to complete the sidewalk work. The estimated quantity of sidewalk is 3,300 square feet if all of the work is awarded.

1.2 The location of the work will be within the public rights of way in the Village of Glen Ellyn, Illinois.

2. SCHEDULE

Work shall begin at a date as agreed upon by the Village. It is expected that the work will be completed by the end of the work day on October 29, 2010.

3. WORK PROCESS

3.1 Work begun on any given day shall be completed within five (5) working days. Allowances will be made for weather conditions, strikes or Acts of God.

3.2 All work must comply with processes outlined in the Village of Glen Ellyn specifications as stated herein.

3.3 The Contractor must coordinate his work, when requested by the Owner, with any other construction work in progress in any given area.

3.4 The Contractor will be required to provide a basic schedule for execution of the work prior to beginning the work. The schedule must be provided at the pre-construction meeting for approval and discussion.

4. TRAFFIC CONTROL

4.1 The Contractor will be responsible for all traffic control, including but not limited to barricades, signs, flagmen, etc., to maintain a smooth flow of traffic through the job sites.

4.2 The Contractor shall ensure that all traffic control devices installed by him are operations 24 hours a day including Sundays and Holidays. This also applies to barricades placed along the sidewalk to provide warning to pedestrian traffic. Should the Village be required to provide additional or supplemental traffic control devices or barricading for pedestrians the Contractor shall be charged at the rate of eighteen (\$18) dollars per barricade per day plus a twenty-five (\$25) dollar delivery and pick-up charge. All barricades shall be D.O.T. Class II with reflective striping and either blinking or steady burn lighting.

SCHEDULE OF UNIT PRICES

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	NEW CONCRETE or REM/REP WALKS	3,300	SF	<u>\$5.00</u>	<u>\$16,500.00</u>
2.	REM/REP DRIVEWAY	40	SY	<u>\$43.00</u>	<u>\$1,720.00</u>
3.	EARTH SAWCUT OF TREE ROOTS	100	LF	<u>\$3.00</u>	<u>\$300.00</u>
4.	DETECTABLE WARNINGS	8	SF	<u>\$31.00</u>	<u>\$248.00</u>
5.	SOD/TOPSOIL	250	SY	<u>\$7.00</u>	<u>\$1,750.00</u>
6.	GRADING	1	LS	<u>\$500.00</u>	<u>\$500.00</u>
		TOTAL			<u>\$21,018.00</u>

TOTAL: Twenty-One Thousand Eighteen Dollars
(Use words)

ALK



To: Steve Jones, Village Manager

From: Joe Caracci, Public Works Director

Date: October 5, 2010

Re: Well #6 Rehabilitation – Contractor Recommendation

Background

In August, I notified the Village Board that both our back-up potable water wells had experienced either mechanical failure (Well #5) or failed IEPA testing protocols (Well #6). At that time, I provided options to repair and install certain components to get our wells back in service. The Village Board provided direction to seek appropriate proposals to perform the necessary work to get our back-up water system back online.

We recently entered into a contract for repairs to Well #5. The project has begun and is proceeding nicely.

During our research of costs associated with recommended repairs of Well #6, a follow-up routine water sample indicated the presence of fecal coliform (a more severe bacteria than the original tests). This enhancement of bacteria resulted in the IEPA denying their original approval to resolve the contamination issue with a 4-Log disinfection system. Our team has worked intimately with Well Water Solutions (our contractor who performed repair work in 2009) and IEPA to come up with other solutions. IEPA has given us approval to proceed with one of our original concepts of repair presented as one of the worse case scenarios in August.

The overall strategy of the proposed work is to extend the casing pipe and provide new grout seals from the surface to the depth of the new casing. The first step in the proposed process is to perform both water quality and quantity testing at a deeper location within the existing well using a temporary isolation bladder, a procedure referred to as packer testing. The testing will reveal whether clean water and adequate pumping rates are obtainable at the testing depth. If step one is successful, a permanent liner system will then be installed. The entire process is described in more detail in the attached memorandum authored by Project Coordinator Bob Greenberg.

Issues

Water Well Solutions was the contractor that rehabbed Well 6 last year and has been working with our team to resolve the current problem we have to date. The procedure outlined was born out of the research that they have done to resolve our latest problems with positive coliform samples. We have discussed this procedure with one other well service contractor and staff engineers at the IEPA. The consensus is that a packer test is a plausible approach to test

the quality of the lower aquifer and that if the test proves favorable, lining is a likely cure to our problem. The quote from Well Water Solutions to pull Well 6 and install a packer and test Well 6 over a thirty day period is \$23,510.00. The quote to install and grout a new 14 inch diameter casing to a depth of 260 feet is \$48,010.40. The total for both procedures with a 20% contingency is \$86,000.00. Should the packer test reveal that we cannot obtain clean water samples or the appropriate quantity of water from the well at a depth below the packer, our intent would be to bypass the liner installation and abandon the well.

This is currently an unbudgeted expense in the Water Fund. We do not have any set projects that can be deferred in the current fiscal budget. We are hopeful that our Capital Infrastructure projects will come in under budget in the Water Fund, but are looking at utilizing reserve funds to perform this work at this time. We will evaluate the projects for the upcoming FY12 budget to attempt to identify an opportunity to replenish the reserve through a reduction in expenditures next year.

Action Requested

Motion to waive competitive bidding and approve a proposal from Water Well Solutions of Elburn, IL for testing and liner installation at Well No. 6 at the Wilson Avenue Pumping Station in the not-to-exceed amount of \$86,000 (including a 20% contingency), to be expensed to the FY 10 - 11 Water Fund.

Recommendation

I recommend approval of the contract.

Attachments

- Memorandum dated October 1, 2010 (with attachments) authored by Project Coordinator Bob Greenberg

Interoffice Memorandum

to: Joseph Caracci, Public Works Director

from: Bob Greenberg, Project Coordinator

subject: Recommendation to award a contract to perform a packer test and install an internal casing to Well 6.

date: October 1, 2010

SUMMARY

The purpose of this memorandum is to recommend entering into a contract with Water Well Solutions of Elburn, IL to perform a multi-step procedure designed to eliminate water quality deficiencies in Well No. 6 and return it to active standby status. For approximately two years, monthly water samples from Well No. 6 have periodically shown bacterial contamination, with recent results indicating the more serious presence of fecal contamination. The well is now off-line. Unless the bacterial contamination is eliminated in Well No. 6, the well must be abandoned, thus reducing standby water production capacity to a point below the Village's average daily potable water needs. The sources of the contamination are believed to be from surface water and relatively shallow groundwater that is entering the pumping zone due to the current depth of the main protection casing pipes and failures in the existing grout seals between the casings.

The overall strategy of the proposed work is to extend the casing pipe and provide new grout seals from the surface to the depth of the new casing. The first step in the proposed process is to perform both water quality and quantity testing at a deeper location within the existing well using a temporary isolation bladder, a procedure referred to as packer testing. The testing will reveal whether clean water and adequate pumping rates are obtainable at the testing depth. If step one is successful, a permanent liner system will then be installed.

Costs for the packer testing are estimated to be about \$25,000. Costs for the permanent liner installation will be about \$50,000 with some additional costs possible if the existing well pump system needs to be extended. Including contingency, project funding in the amount of \$86,000 is requested. If the initial testing is not successful, the second phase of the project would not be undertaken. In the absence of any other corrective strategy, the well would then be deemed unusable and permanently and completely sealed.

In parallel with the work at Well No. 6, staff will be undertaking source water quality surveys of nearby wells in the attempt to better understand the location and extent of possible contamination sources and the elimination thereof.

PROPOSED WELL 6 REHABILITATION

Well 6, drilled in 1965, located inside the Wilson Avenue Pumping Station just south of the Public Works Reno Center is one of two back up wells that the Village relies on for emergency back up water supply. The well is 425 feet deep, produces 1200 gallons per minute and is capable of pumping 1,728,000 gallons per day. Well 5, our other back up well, drilled in 1956 is located within the parameter of the Newton Avenue Pumping Station Compound just east of the water tower. This well is 418 feet deep, produces 1300 gallons per minute and is capable of pumping 1,872,000 gallons per day. Both wells reside in the same geological aquifer with approximately 1300 feet of horizontal separation between the two wells. The combined capacity of both wells, running 24 hours a day, is 3,600,000 gallons per day. The average consumption of water in Glen Ellyn is 2,900,000 gallons per day. To maintain our average day, each of these wells would need to run approximately 19.34 hours per day. It is essential to have at least two wells in good working order to provide viable potable water and fire protection to our community in the event that DuPage Water Commission could not supply water to the Village of Glen Ellyn. Currently, all but a few member communities of the DuPage Water commission have emergency back up wells.

In 2009 the Village of Glen Ellyn received a violation from the IEPA for positive coliform samples in back up Well #6. (Coliform is an indicator bacteria that the Illinois Department of Health and IEPA uses to evaluate the potential for bacteria contamination in drinking water). To remediate this problem, the Village contracted Water Well Solutions to use ultra sonic pulsing combined with biocides to kill off bacteria that was suspected of growing in the lime stone rock formations of the aquifer. In addition, because of the age and wear on the mechanical components of the well, everything was either replaced or refurbished to bring the well up to like new standards. The only part of the well not rehabbed was the outer casing because you can not pull the outer casing without risking the total collapse of the well. In this 2009 effort to bring Well #6 in to compliance with the IEPA, the Village spent approximately \$70,000.

This year we are once again faced with an IEPA violation for coliform positive samples drawn from Well #6. We believe that there may be a failure in the grout that seals the well and also suspect a shallow fissure in the well may be infiltrating ground water in to the well. Our original approach to remediate the well was to add pre and post reservoir chlorination. This solution was under consideration by the IEPA until a recent sample collected on August 24, 2010 by our staff indicated that the quality of the water had deteriorated from being typical coliform positive to fecal coliform positive. The presence of fecal coliform is indicative of more serious bacterial contamination. In light of this fecal positive sample on September 22, 2010 the IEPA sent us a letter rejecting our proposal to remediate our bacteria problem with pre and post reservoir chlorination. This leaves us with three courses of action. Option one would be to abandon Well 6 and do nothing further leaving us unable to meet our daily consumption of 2,900,000 gallons with only one back up well. The second is to abandon Well 6 and drill a new well for a price tag in the neighborhood of \$250,000.00. The third option, and the one that our staff recommends, is to perform a packer test to the well. If favorable test results are obtained, the contractor would install a casing liner to remediate our current problem. I will go in to more details of option three in conjunction with a discussion of historic data obtained from the original Well 6 construction log as related below.

According to the well construction log from 1965, a 25.25 inch borehole was drilled to 136 feet with a 26 inch casing driven through the borehole to a depth of 132 feet. This 26 inch casing penetrates 129 feet of blue clay and boulders, terminating three feet into limestone bedrock for a total depth of 132 feet. After placing the 26 inch casing, a 20 inch inner casing was installed within the 26 inch casing from the surface to four feet below the termination point of the 26 inch casing for a total length of 136 feet. To form a seal between the two casings, grout was pumped between the 20 inch casing and the 26 inch casing from the bottom of the 136 feet deep borehole up to the surface. Because the 20 inch casing extends four feet beyond the 26 inch casing the primary seal for the well relies on the integrity of the grout in this four foot area between the end of the two casings and the borehole in the natural limestone bedrock. The balance of the well from 136 feet to 425 feet is a 19 inch borehole in natural limestone bedrock with solid bedrock between the fissure suspected of contamination at 142 feet and the next fissure at 262 feet. The largest area of fissures is from 300 feet to the bottom of the well at 425. It is important to understand that while fissures in the shallow portion of a well are detrimental because of the close proximity to surface water, it is absolutely essential to have fissures in the lower portion of a well, (as we do with Well 6), to replenish the water that is being pumped out. Please see the attached Well 6 Schematic A to visually demonstrate the current configuration of the well. A television survey of the well casing leads us to believe that at 136 feet where the casing ends, there may be a failure in the grout between the outer casing and the well bore hole. Also at about 142 feet there is a large fissure in the limestone. We suspect that ground water from Lambert Lake, (located approximately 200 feet west of the well), may be infiltrating the well through cracks in the grout and through the fissure in the lime stone at 142 feet. According to sources at the IEPA other communities in Illinois have experienced similar problems with wells in close proximity to bodies of water.

We propose to test this hypothesis by installing a packer (an inflatable bladder) at 250 feet to isolate the suspected area of ground water infiltration from the lower aquifer. This is well below the grout line and the fissure at 142 feet and 12 feet above the first productive fissure at 262 feet. A test pump will be installed at 300 feet which is close to the largest and most productive fissures towards the bottom of the well. Once the bladder is installed we would perform three tests. The first test would be to draw multiple water samples on consecutive days from below the bladder to see if we have bacteria free water. The second test would be to perform a pump test on this lower portion of the aquifer while it is isolated from the upper aquifer to determine if there is adequate hydraulic flow to sustain a functional pumping rate goal of 1,200 gallons per minute, with 1,000 gallons per minute being set as the minimum sustainable pumping rate. The third test is to test the well for bacteria after 30 days of sitting dormant to see if there is any migration of bacteria into the well in the lower portion of the aquifer. The quote for the packer test as described above is \$23,510.00

In conjunction with the bacterial testing of the Well 6, Plant Operations staff will be testing existing wells in the in the Lambert Farms Subdivision, as well as the irrigation wells for the Village Links and College of DuPage for the presence of coliform bacteria. Results of these tests will help us understand the extent of contamination within the aquifer and will be shared with the IEPA and the DuPage County Health Department.

Assuming we have clean water below the bladder after 30 days and can meet the required sustained minimum flow rate of 1,000 GPM, we can then contract to have a 14 inch casing installed on the interior of the 20 inch casing to depth through the entire 136 feet of the 20 inch casing and in to the 19 inch limestone bedrock borehole to a final termination depth of approximately 260 feet. Grout would

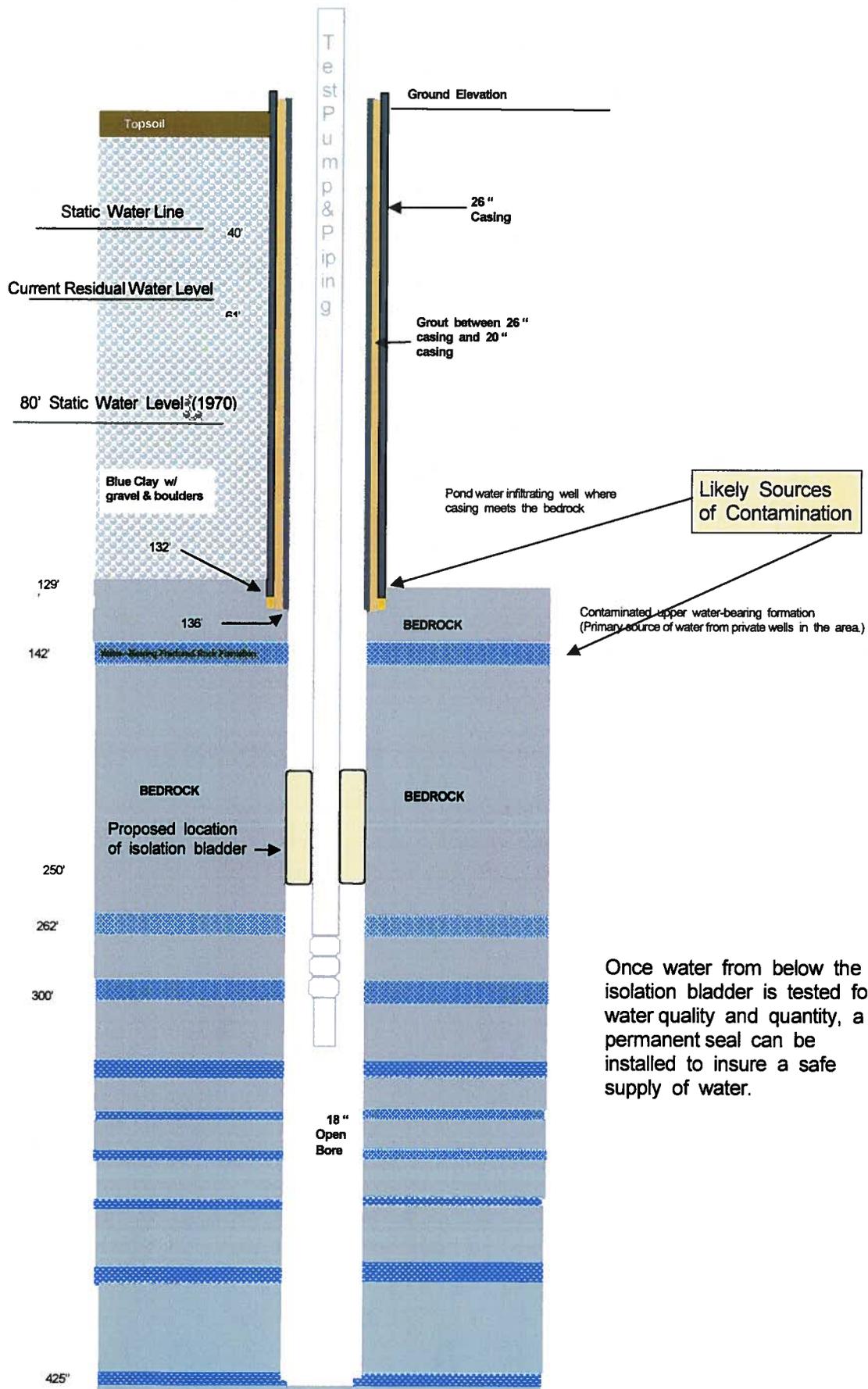
then be packed in from the bottom up to fill the voids between the 14 inch casing and the 19 inch borehole from 200 feet to 136 feet and between the 14 inch casing and the 20 inch casing from 136 feet to the surface of the well. This liner would effectively create a barrier between the ground water and the water within the aquifer. Please refer to Well 6 Schematic B to illustrate this procedure. The quote for the installation of the 260 feet inner casing is \$48,010.40.

Water Well Solutions was the contractor that rehabbed Well 6 last year and has been working with me to resolve the current problem we have to date. The procedure that I have outlined above was born out the research that they have done to resolve our problem with coliform positive samples. I have discussed this procedure with one other well service contractor and staff engineers at the IEPA. The consensus is that a packer test is a plausible approach to test the quality of the lower aquifer and that if the test proves favorable, lining is a likely cure to our problem. The quote to pull Well 6 and install a packer and test Well 6 over a thirty day period is \$23,510.00. The quote to install and grout a new 14 inch diameter casing to a depth of 260 feet is \$48,010.40. The total for both procedures with a 20% contingency is \$86,000.00. I request that the Village of Glen Ellyn enter in to a contract with Water Well Solutions of Elburn, Illinois in the amount \$86,000.00 to be charged to Professional Services Water Account # 50100- 521055. Our intent of asking for the full \$86,000.00 is to be able to provide the funding for any and all of the various scenarios that could develop as we remediate this well. Any unused monies will be returned to the proper budgetary sources and the Purchase Ordered closed at the conclusion of this project.

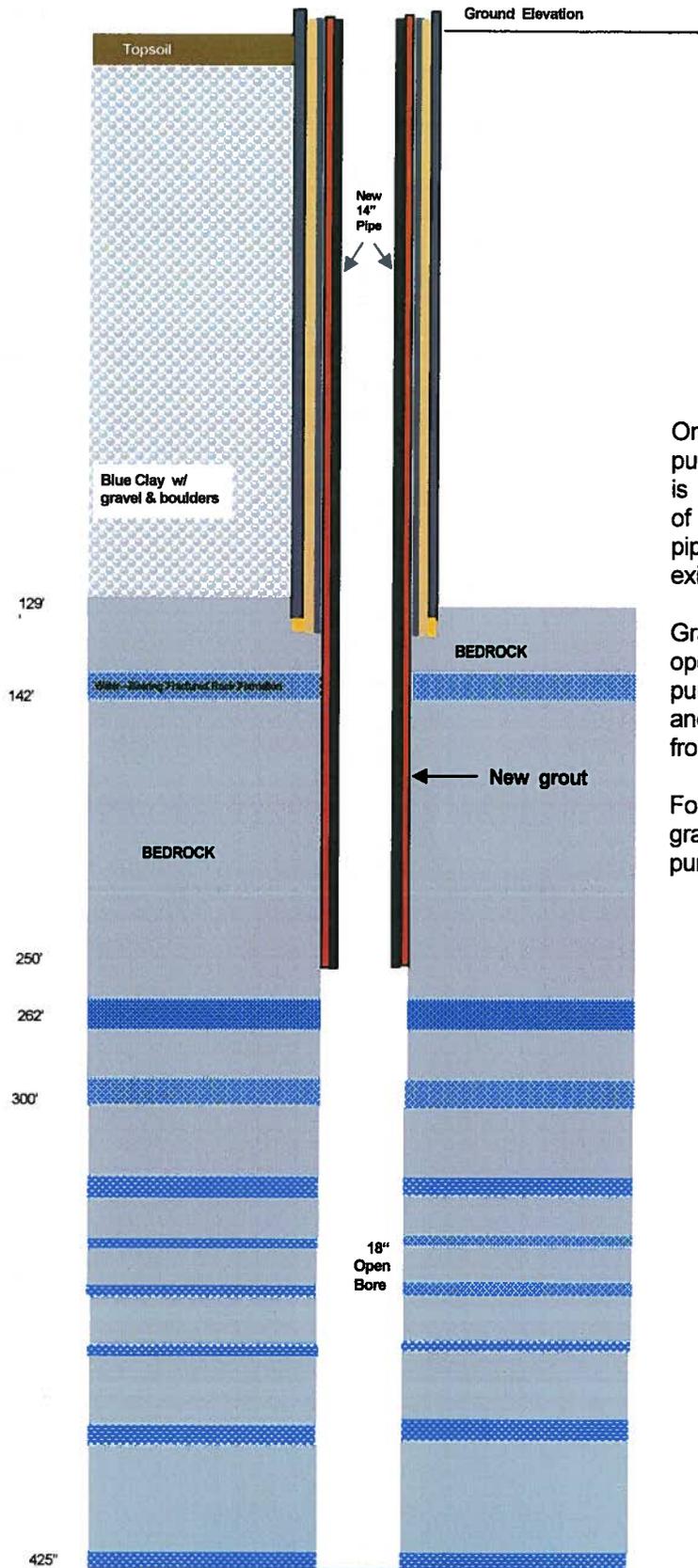
A copy of the Water Well Solutions cover letter and proposal is attached.

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

Well # 6 Schematic A



Well # 6 Schematic B



Once it is determined that water pumped from below the 142' level is both sufficient in quantity and free of Total and Fecal Coliforms, a 14" pipe can be centered inside the existing well.

Gravel will be used to fill the 18" open bore hole while grout is pumped between the new 14" pipe and the bedrock and 20" casing from the bottom up.

Following a grout curing period, the gravel will be removed and the well pump replaced.



September 30, 2010

Mr. Robert Greenberg
Village of Glen Ellyn
30 S. Lambert Road
Glen Ellyn, Illinois 60137

RE: Well No. 6

Dear Bob:

Based on our recent conversations regarding the intermittent bacteria failures on Well No. 6 we have reviewed the well construction data as well as other wells in the area. Many times these problems are associated with multiple causes from improper sampling techniques, failed casings, grout seals, foreign material in the well and some times high levels of naturally occurring iron related bacteria in the native formation. In 2009 the casing was inspected and found to be in good condition so we feel another source is the route of the issue.

According to the well construction log a 25 ¼-inch hole was drilled to 136 feet, most presumably by a cable tool rig since the borehole is smaller than the 26-inch casing that was installed in it. With the cable tool method, the casing is driven in as the borehole was advanced. The 26-inch casing was placed to a total depth of 132 feet and there is no grout on the outside of this casing pipe. In reviewing the driller's formation log, the 26-inch casing is set 3 feet into the limestone bedrock. Directly above this bedrock the driller's log indicates blue clay with gravel and boulders. After placing the 26-inch casing, a 20-inch inner casing was installed to 136 feet and grouted from the bottom to the top. This only amounts to 4 feet of grout between the 25 ¼-inch open borehole and the 20-inch casing with the remaining 132 feet of grout being inside of the 26-inch casing with no grout seal outside of the 26-inch casing.

In reviewing the static water levels we have found that in 1970, when the well was originally constructed, that the water level was 80 feet. In 2009, when the pump was pulled, the static water level was 42 feet below the top of the casing, indicating a rise of 32 feet. This can be directly attributed in the reduced well pumpage in DuPage County due to Lake Michigan water coming into the county.

In 2009, when we serviced the well and pump a few things were found which could have lead to the bacteria positive tests. One was a cracked pump base which had evidence of past animal nesting. The second was grass and foreign matter on the pump column pipe as the pump was pulled. All of these issues were corrected when the pump was reinstalled in the well. At this point it would appear these were not the only issues that were causing bacteria issues.



Since this well does not have a grout seal to entire native formation from the bottom of the casing to the surface it may be possible that surface waters are migrating down along outside of the 26-inch casing. Another possibility is a direct communication of the aquifer water to surface waters, this could be near the well or a distance from the well. In reviewing the downhole video inspection performed in 2009 a significant horizontal fracture exists at a depth of 142 feet below the top the casing, or 6 feet below the bottom of the 20-inch casing. The fracture was a key source of water for many residential wells in the area up until the late 70's and early 80's at which time this area was dewatered due to the high pumpage of the municipal wells. Many of these wells were drilled deeper or replaced with new wells constructed to a deeper depth. This fracture zone became re-saturated once the Lake Michigan water came into the area. Further investigation of the video revealed little to no fractures until a depth of around 262 feet below grade with the largest area of fractures from 300 feet to the bottom of the well at 425 feet. An area from 188 feet to 262 feet below grade is solid limestone rock with no fractures and could provide a solid barrier to infiltration of water to the lower portion of the aquifer.

Phase I – Packer Testing

Given all of this information we recommend the implementation of a packer test on the well. The existing vertical turbine pump would need to be pulled and the well bailed to full depth. We would also perform a downhole video inspection to ensure the integrity of casing and open formation. A 1200 GPM temporary submersible test pump with a 100 horsepower motor would be installed with an inflatable packer in the column string. The packer would be placed in the solid limestone at a depth of about 250 feet. Airlines, for water level measurement, would be placed at the top of the pump and another one at the top of the packer. This will enable measurement of water levels above and below the packer. The pump would be placed around 300 feet below the top of the casing, or 50 feet below the packer. Pump tests on the well will be performed with the packer deflated and again once the packer is inflated to ensure the lower formation is capable of producing the desired flow rate of at least 1200 GPM. We would also collect water samples before and after the inflation of the packer to evaluate the water quality of both sections of the aquifer. This would include bacteria analysis, which is the most important key to the testing as well as mineral analysis.

Since the well appears to fail bacteria testing after it has been idle for 30 days or more we would suggest the packer remain in the well for an extended period of time (30 days) to accurately determine that surface waters are the contributing cause. We would recommend that the bacteria be speciated prior to performing any work on the well. This will allow us to evaluate the possible cause for the positive tests. We attempted to accomplish this in 2009, however no bacteria could be found in the two samples that were submitted for laboratory analysis.

If it is determined that the bacteria are from surface waters and the packer testing eliminates the bacteria we would recommend a 14-inch liner be installed in the well to a depth determined by the packer. Once in place the liner would be pressure grouted from

bottom to the top to ensure a positive seal to the open borehole. The liner will not interfere with the installation of the existing pump equipment so no modification should be required unless to add additional section of column and possibly stages to the pump to increase the required head necessary.

Outlined below are the costs associated with performing the packer testing of the well:

- Water quality and bacteria testing of the initial water prior to pulling the existing pump equipment.....\$1,100.00
 - Pulling of the existing pump, bail well to full depth and installation of the packer and temporary test pump.
Estimate.....\$8,860.00
 - Perform downhole video inspection of well\$1,450.00
 - Water quality and bacteria testing above and below the packer.
2 Tests @ \$1,100.00/Each\$2,200.00
 - Pulling of test pump, packer and the reinstallation of existing vertical turbine pump with two new airlines.
Estimate.....\$9,900.00
- Total Estimated Costs for Packer Testing.....\$23,510.00**

Supplemental Items

1. Extended use of temporary pumping equipment beyond 30 days of use.
Per month.....\$750.00
2. Moving packer up or down in borehole after initial testing.
Per occurrence.....\$2,600.00
3. Generator to operate test pump if power is not available at the site.
Per month.....\$3,880.00

Phase II – Liner Installation

Should the packer testing indicate that a liner placed to a specific depth in the well will eliminate the bacteria issue we have prepared an estimated cost for this work. For estimating purposes we have used a liner depth of 260 feet. This could vary depending on the results of the packer pump testing.

- Labor to install sand/gravel fill in the bottom of the well up to the desired depth of the liner. Installation of the liner, grouting and airlifting of sand/gravel fill from well bottom.
Estimate.....\$22,800.00
 - 14-Inch steel liner. 260 Ft @ \$63.75/Ft.....\$16,575.00
 - Sand/gravel fill material in super sacks. 6 Each @ \$240.90/Bag.....\$1,445.40
 - Bentonite chips in super sacks. 2 Each @ \$495.00/Bag.....\$990.00
 - Neat Cement grout. 200 Sacks @ \$18.50/Sack ..\$3,700.00
 - Misc. material and freight for liner installation. Estimate\$2,500.00
- Total Estimated Costs for a 260 Ft. Liner\$48,010.40**

Supplemental Items

1. Additional 10" X 1 11/16" epoxy coated column assembly with stainless steel lineshaft, should pump need to be deepened due to a lower pumping water level caused by liner installation.
Per 10 Foot Section\$1,686.00
2. Additional cast iron bowl stage with bronze impeller, bronze wear ring, and bronze bowl bushing.
Per Stage\$1,485.00
3. New stainless steel impeller shaft for additional stages. Existing pump is a 6 stage unit.
Shaft for a 7 stage pump\$662.00
Shaft for an 8 stage pump\$718.00
Shaft for a 9 stage pump\$774.00
4. Shop labor to disassemble pump and reassemble with new, longer shaft and additional stages.....\$1,650.00

Should the well be found to be unsatisfactory due to the inability to remove the bacteria the costs to seal the well to Illinois Department of Health Standards would be **\$13,344.00**.

All work will be performed with full time employees of Water Well Solutions Illinois Division which are signatory to Local #150 Operating Engineers. The men will be paid prevailing wages for DuPage County and certified payroll will be provided to the Village.

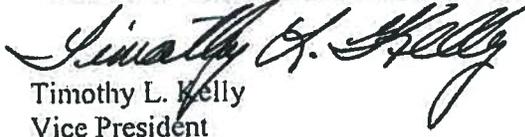
Mr. Robert Greenberg
Village of Glen Ellyn
Page 5 of 5

Before the Village is forced to conform to the surface water rules with Well No. 6 it would be advantageous to rule out the possibility of a poor grout seal within the well

casing. To meet the requirements of surface water rules with Well No. 6 would require the construction of complete surface water treatment plant which would be senseless given the fact that the well is only used as a back up supply and around a million dollars to construct. The other option to rectify the problem would be to construct a new well which would cost in the neighborhood of \$200,000 to \$250,000 excluding engineering; pipelines and electrical service not to mention a good location to construct the well that would ensure good quality water.

We are looking forward to providing these water supply services for the Village of Glen Ellyn. If you have any questions, or would like to discuss the project in more detail please do not hesitate to contact us at (888) 769-9009.

Very truly yours,
WATER WELL SOLUTIONS ILLINOIS DIVISION, LLC


Timothy L. Kelly
Vice President

A-62

MEMORANDUM

DATE: October 1, 2010
TO: Steve Jones, Village Manager
FROM: Jon Batek, Finance Director
Larry Noller, Assistant Finance Director
COPY: Finance Commission
SUBJECT: Fiscal Year 2009/10 Annual Audit

Transmitted with this memo are three documents:

1. The Village's Comprehensive Annual Financial Report, which contains the audited financial statements of the Village for its fiscal year ended April 30, 2010.
2. A Single Audit Report, which is legally required upon receiving more than \$500,000 in Federal dollars in any one year. The CDBG grant for the Braeside area improvements necessitated this additional audit report.
3. The Management Letter, which identifies basic information about financial internal controls and recommendations for improvement which were identified during the auditor's field engagement.

Each year, we schedule consent agenda action by the Village Board which essentially "receives" the Comprehensive Annual Financial Report. This action is scheduled for Monday, October 11, 2010. Our auditor will be on hand at the pre-Village Board workshop meeting to make 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:

Comprehensive Annual Financial Report

<u>Page(s)</u>	<u>Description</u>
iv – viii	This is the <u>transmittal memorandum</u> 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 – 2 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 15 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, 2010. 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.

63-64 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.

Single Audit Report

<u>Page(s)</u>	<u>Description</u>
9-10	The <u>Schedule of Findings and Questioned Costs</u> reports that the auditor’s opinion is “unqualified” and there were no questioned costs concerning the use of Federal money.

Management Letter

<u>Page(s)</u>	<u>Description</u>
2-5	Each year, the auditor provides comments and recommendations regarding our financial operations. The purpose of these comments is to advise us on ways to strengthen our control procedures in order to reduce the chance of errors in our financial statements. We review the comments and adjust our procedures as needed, balancing the benefit of additional controls against their cost. Our responses to the management letter are attached in a separate memorandum.

A-7

MEMORANDUM

DATE: October 6, 2010

TO: Steve Jones, Village Manager

FROM: Jon Batek, Finance Director 

RE: **Bond Parameters Ordinance – October 11 Village Board Meeting**

Included with this memorandum is a fairly lengthy and technical ordinance which authorizes the sale of Village of Glen Ellyn General Obligation Refunding Bonds in a not to exceed amount of \$6.6 million.

Our financial advisors at Robert W. Baird who were selected through an RFP process to assist the Village with the issuance of the 2000 referendum bond series as well as a number of refundings since that time have identified additional savings which can be achieved through another refunding issue which includes three of our past debt issuances as follows:

- **2002BQ Bonds** – this was the 2nd of 3 series issued in 2001 through 2003 related to the \$18 million storm sewer referendum. This particular issue was the largest at \$9 million in principal. Current outstanding principal is \$3.045 million to be retired by January 2013.
- **2002NBQ Bonds** – this issue was added to the above issue and was a refunding of the original Library construction bonds issued in 1994. Current principal outstanding is \$1.425 million to be retired by January 2014.
- **2003 Bonds** – this particular issue financed the 2003 reconstruction of the Village Links 18 hole golf course. As you know, Recreation department revenues are internally pledged against this issue so that each year we can abate the property taxes related to the bonds. Since this issue was a 20 year bond, with final principal payments extending into 2023, there is the greatest savings achieved on this issue. Current principal outstanding is \$3.35 million.

The industry typically evaluates the feasibility and practicability of a proposed refunding issue in terms of net present value savings. This is stated as a percentage of the amount of par value of bonds refunded. We have used 2.00% as our benchmark to “green light” a bond sale. As indicated on the attached table, the largest and most attractive savings come from the Links bonds as they continue out to 2023 at higher interest rates, with convincing savings on the Library refunding bonds, and more modest savings on the Village’s referendum bonds. This data was based on market conditions which existed 2 weeks ago.

The parameters ordinance is the identical method by which we brought the recent Library improvement bonds to market last December/January. This ordinance in its simplest interpretation authorizes various Village officials to act in concert with the Financial Advisor and Bond Counsel to bring an issue to market within a defined time period and under a number of pre-established guidelines or parameters. For those who wish to study the ordinance more closely, you will note that some of the parameters are set fairly liberally to preempt possible market shifts which would require supplemental Board action prior to the sale. There are numerous safety valves installed however which would prevent a sale from coming to fruition which does not meet our overall savings objectives.

I have further attached the proposed schedule of events as currently planned as well as information on the financing team. Due to my impending employment transition, Larry Noller will become the duly appointed Acting Finance Director and will be the lead on preparing the necessary closing paperwork for the November 22nd closing.

Stephan Roberts of Robert W. Baird will also be on hand Monday evening to address any technical issues related to the ordinance and the impending sale.

Village of Glen Ellyn, IL
 Current Refunding Opportunities
 Market Rates as of September 21, 2010

Summary of Refunding Opportunities ⁽¹⁾

	Level Savings		Accelerated Principal *	
	Series 2002BQ	Series 2002NBQ	Series 2006	Series 2003
Par	\$2,090,000	\$1,090,000	\$3,140,000	\$3,145,000
Refunded Par	\$2,070,000	\$1,080,000	\$3,150,000	\$3,150,000
Refunded Maturities	2012-2013	2012-2014	2012-2023	2012-2023
Gross Savings	\$36,398	\$33,050	\$257,628	\$327,440
Present Value Savings	\$40,367	\$35,866	\$219,411	\$244,045
% PV Savings	1.950%	3.321%	6.965%	7.747%

Totals
 6,300,000
 396,888
 320,278
 5.08%

(1) Assumes current market bank qualified interest rates for a Aa1 rated general obligation bond. Costs of issuance estimated to be \$20 per \$1,000 issued. Preliminary, subject to change.

* In working with Recreation Director Matt Pelcarck, we tweaked the level debt service structure to front-load additional principal retirement based on their ability to maintain current debt service requirements. This resulted in an additional gross savings of about \$70,000

Village of Glen Ellyn, Illinois General Obligation Refunding Bonds, Series 2010 Timetable

Time and Responsibility Schedule*
As of September 27, 2010

Role	Participant	Abbreviation
Issuer	Village of Glen Ellyn	Village
Bond Counsel	Chapman and Cutler, LLP	BC
Financial Advisor	Robert W. Baird & Co.	FA
Paying Agent	To Come	PA
Underwriter	To Come	UW

October 2010							November 2010						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1 2			1 2 3 4 5 6				
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

Status	Week	Task	Responsible Participant(s)
	October 4	Distribute first draft of Parameters Ordinance	BC
	October 6	Comments to draft of Parameters Ordinance	All
	Week of October 11	Distribute first draft of Preliminary Official Statement ("POS")	FA
	October 11	Adopt Parameters Ordinance	Village
	Week of October 11	Comments to first draft of POS	All
	Week of October 11	Distribute second draft of POS	FA
	Week of October 11	Determine Paying Agent	Village & FA
	Week of October 18	Comments to second draft of POS	All
	Week of October 18	Distribute documents to Moody's	Village & FA
	Week of October 25	Conference call with Moody's	Village & FA
	Week of November 1	Confirm bond rating	Village & FA
	Week of November 1	Print and post POS and Notice of Sale	Village & FA
	Week of November 8	Competitive sale of bonds	Village & FA
	Week of November 8	Print Final Official Statement	Village & FA
	Week of November 22	Close bond transaction	All

*Preliminary subject to change.

**Village of Glen Ellyn, Illinois
General Obligation Refunding Bonds, Series 2010
Distribution List**

Issuer

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

Steve Jones
Village Manager

Phone: (630) 469-5000
Fax: (630) 469-8849
E-mail: sjones@glenellyninfo.org

Jon Batek
Finance Director

Phone: (630) 469-5000
Fax: (630) 469-1757
E-mail: jbatek@glenellyninfo.org

Larry Noller
Assistant Finance Director

Phone: (630) 469-5000
Fax: (630) 469-1757
E-mail: lnoller@glenellyninfo.org

Bond Counsel

Chapman and Cutler LLP
111 West Monroe Street, 13th Floor
Chicago, Illinois 60603

Timothy McGree, Esq.

Phone: (312) 845-3803
Fax: (312) 516-1803
E-mail: mcgree@chapman.com

Julie Kelly

Phone: (312) 845-3419
Fax: (312) 516-1419
E-mail: jkelly@chapman.com

Rating Agency

Moody's Investors Service, Inc.
100 N Riverside Plaza, Suite 2220
Chicago, IL 60606

(to come)

Financial Advisor

Robert W. Baird & Co.
300 E. Fifth Avenue, Suite 200
Naperville, Illinois 60563

Stephan C. Roberts

Phone: (630) 778-9174
Fax: (630) 778-9179
E-mail: scroberts@rwbaird.com

Anthony F. Miceli

Phone: (630) 778-9175
Fax: (630) 778-9179
E-mail: amiceli@rwbaird.com

Paying Agent/Escrow Agent

(To Come)

Underwriter

(To Come)

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$6,600,000 General Obligation Refunding Bonds, Series 2010, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing the execution of a bond order in connection therewith, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an Escrow Agreement in connection with such issuance.

Adopted by the President and Board of Trustees on the 11th day of October 2010.

Published in Pamphlet Form by Authority of the President and Board of Trustees on the ____ day of October 2010.

TABLE OF CONTENTS

SECTION	HEADING	PAGE
PREAMBLES.....		1
SECTION 1.	DEFINITIONS	5
SECTION 2.	INCORPORATION OF PREAMBLES	9
SECTION 3.	DETERMINATION TO ISSUE BONDS	9
SECTION 4.	BOND DETAILS.....	10
SECTION 5.	REGISTRATION OF BONDS; PERSONS TREATED AS OWNERS	11
SECTION 6.	BOOK ENTRY PROVISIONS.....	12
SECTION 7.	EXECUTION; AUTHENTICATION	14
SECTION 8.	TERM BONDS; MANDATORY REDEMPTION	15
SECTION 9.	EFFECTS OF PURCHASE OR OPTIONAL REDEMPTION OF TERM BONDS.....	15
SECTION 10.	OPTIONAL REDEMPTION.....	16
SECTION 11.	REDEMPTION PROCEDURE.....	16
SECTION 12.	FORM OF BONDS	21
SECTION 13.	SECURITY FOR THE BONDS.....	27
SECTION 14.	TAX LEVY; ABATEMENTS	27
SECTION 15.	FILING WITH COUNTY CLERK	28
SECTION 16.	SALE OF BONDS; BOND ORDER; OFFICIAL STATEMENT	28

SECTION 17. CONTINUING DISCLOSURE UNDERTAKING30

SECTION 18. CREATION OF FUNDS AND APPROPRIATIONS; ESCROW
AGREEMENT31

SECTION 19. GENERAL TAX COVENANTS33

SECTION 20. CERTAIN SPECIFIC TAX COVENANTS.....34

SECTION 21. TAXES PREVIOUSLY LEVIED37

SECTION 22. MUNICIPAL BOND INSURANCE.....38

SECTION 23. RIGHTS AND DUTIES OF BOND REGISTRAR38

SECTION 24. DEFEASANCE.....40

SECTION 25. PUBLICATION OF ORDINANCE40

SECTION 26. SEVERABILITY41

SECTION 27. SUPERSEDER AND EFFECTIVE DATE41

LIST OF EXHIBITS

- A—FORM OF BOND ORDER
- B—ESCROW AGREEMENT
- C—CONTINUING DISCLOSURE UNDERTAKING

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$6,600,000 General Obligation Refunding Bonds, Series 2010, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing the execution of a bond order in connection therewith, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an Escrow Agreement in connection with such issuance.

PREAMBLES

WHEREAS

A. The Village of Glen Ellyn, DuPage County, Illinois (the "*Village*"), has a population in excess of 25,000, and pursuant to the provisions of the 1970 Constitution of the State of Illinois and particularly Article VII, Section 6(a) thereof, is a home rule unit and as such may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the home rule provisions of Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The Village has heretofore issued the following outstanding and validly subsisting and unpaid general obligation bonds:

1. GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2002BQ

Original Principal Amount: \$9,000,000
Dated: September 15, 2002
Originally Due Serially: January 1, 2004 to 2013, inclusive
Amount Eligible to be Refunded: \$2,070,000

Bonds and Bonds Eligible to be Refunded Due January 1 and Described as follows:

YEAR	AMOUNT (\$) ORIGINAL BONDS DUE	AMOUNT (\$) ELIGIBLE TO BE REFUNDED	RATE OF INTEREST (%)
2011	975,000	NONE	3.625
2012	1,015,000	1,015,000	3.750
2013	1,055,000	1,055,000	3.850

of which bonds due on and after January 1, 2012 are subject to redemption on any date on or after January 1, 2011, and any date thereafter, at a redemption price of par plus accrued interest to the date of redemption (the bonds of such series so subject to redemption being the "Series 2002BQ Bonds").

2. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2002NBQ

Original Principal Amount: \$3,710,000
Dated: September 15, 2002
Originally Due Serially: January 1, 2003 to 2014, inclusive
Amount Eligible to be Refunded: \$1,080,000

Bonds and Bonds Eligible to be Refunded Due January 1 and Described as follows:

YEAR	AMOUNT (\$) ORIGINAL BONDS DUE	AMOUNT (\$) ELIGIBLE TO BE REFUNDED	RATE OF INTEREST (%)
2011	345,000	NONE	3.625
2012	340,000	340,000	3.750
2013	360,000	360,000	4.000
2014	380,000	380,000	4.000

of which bonds due on and after January 1, 2012 are subject to redemption on any date on or after January 1, 2011, and any date thereafter, at a redemption price of par plus accrued interest to the date of redemption (the bonds of such series so subject to redemption being the "Series 2002NBQ Bonds").

3. GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2003

Original Principal Amount: \$4,580,000
Dated: January 1, 2003
Originally Due Serially: January 1, 2004 to 2023, inclusive
Amount Eligible to be Refunded: \$3,150,000

Bonds and Bonds Eligible to be Refunded Due January 1 and Described as follows:

YEAR	AMOUNT (\$) ORIGINAL BONDS DUE	AMOUNT (\$) ELIGIBLE TO BE REFUNDED	RATE OF INTEREST (%)
2011	200,000	NONE	3.600
2012	205,000	205,000	3.700
2013	215,000	215,000	3.850
2014	220,000	220,000	4.000
2015	230,000	230,000	4.050
2016	240,000	240,000	4.150
2017	250,000	250,000	4.250
2018	265,000	265,000	4.350
2019	275,000	275,000	4.350
2020	290,000	290,000	4.400
2021	305,000	305,000	4.400
2022	320,000	320,000	4.400
2023	335,000	335,000	4.450

of which bonds due on and after January 1, 2012 are subject to redemption on any date on or after January 1, 2011, and any date thereafter, at a redemption price of par plus accrued interest to the date of redemption (the bonds of such series so subject to redemption being the "Series 2003 Bonds" and, together with the Series 2002BQ Bonds and the Series 2002NBQ Bonds, the "Prior Bonds");

D. For the maturities of the Prior Bonds which are outstanding in the years 2012 and after, interest rates may currently be more favorable in the market for tax-exempt municipal bonds than they were at the time such series of bonds were issued, and it may be possible to

refund all or a portion of the Prior Bonds to achieve a net aggregate dollar and present value savings.

E. Pursuant to the Act as defined below, the Village is authorized to issue general obligation bonds to accomplish the refunding, including payment of related costs of issuance of bonds and of such refunding (all being the “*Refunding*”), of Prior Bonds, and it is deemed necessary and desirable to provide for the issuance of not to exceed \$6,600,000 principal amount general obligation bonds for such purpose and for the purpose of realizing such net debt service savings.

F. The President and Board of Trustees of the Village (the “*Corporate Authorities*”) do hereby determine that it is advisable and in the best interests of the Village to borrow not to exceed \$6,600,000 at this time pursuant to such Act for the purpose of paying the costs of the Refunding and in evidence of such borrowing, to issue full faith and credit bonds of the Village in not to exceed such principal amount.

G. The Corporate Authorities have determined that it is desirable and in the best interests of the Village that certain officers of the Village be authorized to sell one or more series of such refunding bonds from time to time and accordingly, it is necessary that said officers be so authorized with certain parameters as hereinafter set forth.

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

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

Corporate Authorities

Prior Bonds

Series 2002BQ Bonds

Series 2002BQ Bonds

Series 2003 Bonds

Refunding

Village

B. The following words and terms are defined as set forth.

“*Act*” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970; and in the event of conflict between the provisions of the code and home rule powers, the home rule powers shall be deemed to supersede the provisions of the code.

“*Ad Valorem Property Taxes*” means the real property taxes levied to pay the Bonds as described and levied in this Ordinance (Section 14) and as shall be enumerated in each Bond Order.

“*Bond Counsel*” means Chapman and Cutler LLP, Chicago, Illinois.

“*Bond Fund*” means the Bond Fund established and defined in this Ordinance (Section 18).

“*Bond Moneys*” means the Ad Valorem Property Taxes and any other moneys deposited into the Bond Fund and investment income held in the Bond Fund.

“*Bond Order*” means a Bond Order as authorized to be executed by Designated Officers of the Village as provided in this Ordinance (Section 16), substantially in the

form (with related certificates) as attached hereto as *Exhibit A*, and by which the final terms of the Bonds will be established.

“*Bond Purchase Agreement*” means the contract for the sale of the Bonds by and between the Village and the Purchaser, which shall be the Official Bid Form, as executed, in response to an Official Notice of Sale given by the Village in connection with the public competitive sale of the Bonds.

“*Bond Register*” means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” means the bond registrar and paying agent for the Bonds, which shall be a bank or trust company routinely in the business of providing such services and with a banking or corporate trust office currently located in the City of Chicago, Illinois, and as set forth in the Bond Order.

“*Bonds*” means any of the general obligation refunding bonds authorized to be issued by this Ordinance.

“*Book Entry Form*” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Continuing Disclosure Undertaking*” means the undertaking by the Village for the benefit of the Purchaser as authorized in this Ordinance (Section 17) and substantially in the form as attached hereto as *Exhibit C*.

“*County*” means The County of DuPage, Illinois.

“*County Clerk*” means the County Clerk of the County.

“Depository” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“Designated Officers” means any two of the President, Village Clerk, Finance Director/Treasurer (or Acting Finance Director if the Village has not appointed a Finance Director/Treasurer), or Village Manager of the Village, acting in concert.

“Escrow Agent” means the escrow agent for the Refunded Bonds, which shall be a bank or trust company routinely in the business of providing such services and with a banking or corporate trust office currently located in the City of Chicago, Illinois, and as set forth in the Bond Order, in its capacity as escrow agent under the Escrow Agreement.

“Escrow Agreement” means the agreement by and between the Village and the Escrow Agent which may be used to provide for the refunding and redemption of the Refunded Bonds by the deposit with the Escrow Agent of the funds necessary to accomplish the purpose, as more particularly referred to in the text below (Section 18) and in form substantially as set forth in *Exhibit B* attached hereto.

“Financial Advisor” means Robert W. Baird & Co. Incorporated.

“Government Securities” means direct full faith and credit obligations of the United States of America (including, bills, notes, bonds and obligations of the State and Local Government Series).

“Ordinance” means this Ordinance, numbered as set forth on the title page, and passed by the Corporate Authorities on the 11th day of October 2010.

“Purchase Price” means the price to be paid for the Bonds as set forth in the Bond Order, *provided* that no such price shall be less than 98% of the par value, plus accrued interest from the date of issue to the date of delivery.

“*Purchaser*” means the purchaser of the Bonds, as the winning bidder at competitive sale.

“*Record Date*” means the 15th day of the month preceding any interest payment date.

“*Refunded Bonds*” means those of the Prior Bonds actually selected to be refunded and redeemed pursuant to a relevant Bond Order.

“*Tax-exempt*” means, with respect to the Bonds, the status of interest paid and received thereon (i) as excludable from the gross income of the owners thereof under the Code for federal income tax purposes and (ii) as not included as an item of tax preference in computing except to the extent that such interest may be taken into account in computing the alternative minimum tax for individuals and corporations under the Code, but as taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

C. Definitions also appear in the above preambles or in specific sections, as appearing below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds. It is necessary and in the best interests of the Village to provide for the Refunding, to pay all necessary or advisable related costs, and to borrow money and issue the Bonds for the purpose of paying a part of such costs. It is hereby found and determined that such borrowing of money is for a proper public purpose or purposes

and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. A. For the purpose of providing for the Refunding, there shall be issued and sold the Bonds in the aggregate principal amount of not to exceed \$6,600,000.

B. The Bonds may each be designated "*General Obligation Refunding Bond, Series 2010*" or such other name or names or series designations as may be appropriate and as stated in a relevant Bond Order. The Bonds shall be dated on or before the date of issuance as may be set forth in a relevant Bond Order (the "*Dated Date*"); and each Bond shall also bear the date of authentication thereof. The Bonds shall be fully registered and in Book Entry Form, shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), and shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar. The Bonds shall become due and payable serially on January 1 of any year, not later than January 1, 2023.

C. The Bonds shall mature in the amounts and in the years as shall be set forth in the relevant Bond Order, *provided, however*, that the *sum* of the principal of and interest on the Bonds due (or subject to mandatory redemption) in any given annual period from January 2 to the following January 1 (a "*Bond Year*") shall not exceed the sum of the principal and interest on the Refunded Bonds due (or subject to mandatory redemption) in the corresponding Bond Year. Further conditions of sale and delivery are set forth below (Section 16).

D. Each Bond shall bear interest at a rate not to exceed seven percent (7%) per annum from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year, commencing on such

January 1 or July 1 as shall be provided in a relevant Bond Order. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or as otherwise may be agreed with the Depository for so long as the Depository or its nominee is the registered owner as of a given Record Date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office of the Bond Registrar maintained for the purpose or at successor Bond Register or locality.

Section 5. Registration of Bonds; Persons Treated as Owners. The Village shall cause books (the "*Bond Register*" as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village shall prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like

aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 6. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity bearing the same interest rate. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the "*Book Entry Owner*"). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Village officer, as representative of the Village, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or

Blanket Letter of Representations (either being the “*Letter of Representations*”) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the Village, any Village officer, or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, any Village officer, and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other

than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate book entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 7. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall be impressed or imprinted with the corporate seal or facsimile seal of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form provided, duly executed by the

Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 8. Term Bonds; Mandatory Redemption. The Bonds may be subject to mandatory redemption (as Term Bonds) as provided in the Bond Order; *provided, however,* that in such event the amounts due pursuant to mandatory redemption shall be the amounts used to satisfy the tests set forth in (Section 4 of) this Ordinance for the maximum amounts of principal and interest due on the Bonds in any given Bond Year. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of not to exceed par and accrued interest, without premium, on January 1 of the years and in the amounts as shall be determined in a Bond Order. The Village covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the Village covenants that the Term Bonds so selected for redemption shall be payable as at maturity, and taxes shall be levied and collected as provided herein accordingly.

Section 9. Effects of Purchase or Optional Redemption of Term Bonds. If the Village redeems pursuant to optional redemption as may be provided or purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met,

and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the Village shall determine. If the Village redeems pursuant to optional redemption as may be provided or purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the Village shall determine.

Section 10. Optional Redemption. As designated in the Bond Order, Bonds may be made subject to redemption prior to maturity at the option of the Village, from any available funds, in whole or in part, on any date specified, and if in part, in any order of maturity (and, if applicable, in any order of mandatory redemption payments) as selected by the Village, and if less than an entire maturity, in integral multiples of \$5,000, selected by lot by the Bond Registrar, at the redemption price of not to exceed 100% of the principal amount redeemed plus accrued interest to the date fixed for redemption. As provided in the Bond Order, some portion or all of the Bonds may be made not subject to optional redemption.

Section 11. Redemption Procedure. Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows:

A. Notice to Registrar. For a mandatory redemption, the Bond Registrar shall proceed to redeem Bonds without any further order or direction from the Village whatsoever. For an optional redemption, the Village shall, at least 45 days prior to a redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the maturities and principal amounts of Bonds to be redeemed, and, if Term Bonds are to be redeemed, the

application of the amount redeemed to the mandatory redemption schedule for such Term Bonds.

B. Selection of Bonds within a Maturity. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such series and maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable receipt of funds sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

C. Official Notice of Redemption. The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

- (1) the redemption date;

(2) the redemption price;

(3) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office of the Bond Registrar maintained for that purpose.

D. Conditional Redemption. Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

E. Bonds Shall Become Due. Subject to the stated condition in paragraph (D) immediately preceding, official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due

and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

F. Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in Book Entry Form, notice may be given as provided in the Representations Letter, and the giving of such notice shall constitute a waiver by the Depository and the Book Entry Owner, as registered owner, of the foregoing notice.*

G. New Bond in Amount Not Redeemed. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

H. Effect of Nonpayment upon Redemption. If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

I. Bonds to Be Cancelled; Payment to Identify Bonds. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

J. Additional Notice. The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village, (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

K. Bond Registrar to Advise Village. As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 12. Form of Bonds. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

registration books of the Village maintained by the Bond Registrar at the close of business on the applicable Record Date. The Record Date shall be the 15th day of the month preceding any interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing act, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

THE VILLAGE HAS DESIGNATED THIS BOND AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Glen Ellyn, DuPage County, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

President, Village of Glen Ellyn
DuPage County, Illinois

ATTEST:

Village Clerk, Village of Glen Ellyn
DuPage County, Illinois

[SEAL]

[FORM OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds, Series 2010, having a Dated Date of _____, 2010, of the Village of Glen Ellyn, DuPage County, Illinois.

_____, Illinois
as Bond Registrar

Date of Authentication: _____, _____

By _____
Authorized Officer

[FORM OF BONDS - REVERSE SIDE]

This bond is one of a series of bonds (the "*Bonds*") in the aggregate principal amount of \$____,____,000 issued by the Village for the purpose of paying a part of the costs of the refunding of portions of prior series of the Village's general obligation bonds and of paying expenses incidental thereto, all as described and defined in Ordinance Number _____ of the Village, passed by the President and Board of Trustees on the 11th day of October 2010, authorizing the Bonds (as supplemented by the Bond Order executed in connection therewith, the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, (such code and powers being the "*Act*"), and with the Ordinance, which has been duly approved by the President, and published, in all respects as by law required.

This Bond is subject to provisions relating to [redemption and terms and notice of redemption,] registration, transfer, and exchange and such other terms and provisions relating to

security and payment as are set forth in the Ordinance, to which reference is hereby expressly made, and to all the terms of which the registered owner hereof is hereby notified and shall be subject.

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 13. Security for the Bonds. The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of the Ad Valorem Property Taxes on all of the taxable property in the Village, without limitation as to rate or amount.

Section 14. Tax Levy; Abatements. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, *there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax (the "AD VALOREM PROPERTY TAXES") as limited by (Section 4 of) this Ordinance, and as shall be fully set forth in the Bond Order for the Bonds.* Ad Valorem Property Taxes and other moneys on deposit in the Bond Fund from time to time ("*Bond Moneys*" as herein defined) shall be applied to pay principal of and interest on the Bonds. Interest on or principal of the Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Ad Valorem Property Taxes; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the Ad Valorem Property Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as provided herein. In the event that funds from any other lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the transfer

of such funds to the Bond Fund, and shall then direct the abatement of the taxes by the amount so deposited. The Village covenants and agrees that it will not direct the abatement of taxes until money has been deposited into the Bond Fund in the amount of such abatement. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Section 15. Filing with County Clerk. Promptly, after this Ordinance becomes effective and upon execution of the first Bond Order, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerk. Under authority of this Ordinance, the County Clerk shall in and for each of the years as set forth in each and every Bond Order ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes levied in each of such years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in such years in and by the Village for general corporate purposes of the Village; and in each of those years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for such years are levied and collected, without limit as to rate or amount, and in addition to and in excess of all other taxes.

Section 16. Sale of Bonds; Bond Order; Official Statement. A. The Designated Officers are hereby authorized to proceed, without any further official authorization or direction whatsoever from the Corporate Authorities, to sell and deliver Bonds as herein provided. The Designated Officers shall be and are hereby authorized and directed to sell the Bonds to the Purchaser at not less than 98% of the par value thereof and upon the following conditions:

- (1) The Purchaser shall be the winning bidder at public competitive sale of the Bonds.

(2) The Financial Advisor shall provide advice (in the form of written certificate or report) that the terms of the Bonds are fair and reasonable in light of current conditions in the market for tax-exempt obligations such as the Bonds.

(3) The net present value savings derived from any Refunding (as shown in a written certificate or report delivered by the Financial Advisor or the Purchaser), shall not be less than 2% of the par amount of the Refunded Bonds.

Nothing in this Section shall require the Designated Officers to sell the Bonds if in their judgment the conditions in the bond markets shall have markedly deteriorated from the time of adoption hereof, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance shall have been met. Incidental to any sale of the Bonds, the Designated Officers shall find and determine that no person holding any office of the Village either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the agreement with the Purchaser for the purchase of the Bonds.

B. Upon the sale of the Bonds, the Designated Officers and any other officers of the Village as shall be appropriate shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, a Bond Order, Preliminary Official Statement, Official Statement, Bond Purchase Agreement, closing documents; such certifications, tax returns, and documentation as may be required by Bond Counsel, including, specifically, a tax agreement, to render their opinions as to the Tax-exempt status of the interest on the Bonds; and such certifications, tax returns, and documentation as may be advised by Bond Counsel as appropriate, to establish and maintain the Tax-exempt status of the interest on the Bonds. The Preliminary Official Statement relating to the Bonds, such document to be in substantially the form now on file with the Village Clerk and

available to the President and Trustees and to members of the interested public, is hereby in all respects authorized and approved; and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is also hereby authorized and approved. The Bond Purchase Agreement for the sale of the Bonds to the Purchaser (in this matter consisting of the Official Notice of Sale and Official Bid Form as appended to the Preliminary Official Statement), such document to be in substantially the form now on file with the Village Clerk and available to the President and Trustees and to members of the interested public, is hereby in all respects authorized and approved. The Designated Officers are hereby authorized to execute each Bond Purchase Agreement, their execution to constitute full and complete approval of all necessary or appropriate completions and revisions as shall appear therein. Upon the sale of the Bonds, the Designated Officers so acting shall prepare the Bond Order for same, such document to be in substantially the form as set forth as *Exhibit A* attached hereto, which shall include the pertinent details of sale as provided herein, and which shall enumerate the levy of taxes to pay the Bonds, and such shall in due course be entered into the records of the Village and made available to the Corporate Authorities. *The authority to sell the Bonds pursuant to any Bond Order as herein provided shall expire on April 1, 2011.*

Section 17. Continuing Disclosure Undertaking. The Designated Officers of the Village are hereby authorized, empowered, and directed to execute and deliver the Continuing Disclosure Undertaking in substantially the same form as now before the Village as *Exhibit C* to this Ordinance, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the

Continuing Disclosure Undertaking will be binding on the Village and the officers, employees, and agents of the Village, and the officers, employees, and agents of the Village are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 18. Creation of Funds and Appropriations; Optional Escrow Agreement. Bond proceeds and other funds of the Village as noted are hereby appropriated as follows:

A. Accrued interest, if any, on the Bonds shall be and is hereby appropriated for the purpose of paying the first interest due on the Bonds and to such end is hereby ordered to be deposited into the “General Obligation Refunding Bonds, Series 2010, Bond and Interest Sinking Fund Account” (the “*Bond Fund*”), hereby created, which shall be the fund for the payment of principal of and interest on the Bonds.

B. The Ad Valorem Property Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Ad Valorem Property Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The Village hereby pledges, as equal and ratable security

for the Bonds, all present and future proceeds of the Ad Valorem Property Taxes for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the Village, as described in the preceding sentence.

C. The amount necessary from the proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall be paid at closing by the Purchasers, to the fullest extent practical, and as to any remainder, shall be deposited into a separate fund, hereby created, designated the "*Expense Fund*". Any disbursements from such fund shall be made from time to time as necessary. Any excess in said fund shall be deposited into the Bond Fund hereinafter created within six months from the date of issuance of the Bonds.

D. The sum of principal proceeds of and premium, if any, received on the Bonds as is necessary, together with such money in the debt service fund for the Refunded Bonds as may be advisable for the purpose, shall be used to provide for the refunding of the Refunded Bonds, including the payment of such expenses as may be designated, all pursuant to the provisions of the Escrow Agreement with the Escrow Agent as designated, all in accordance with the provisions of the Escrow Agreement, substantially in the form attached hereto as *Exhibit B* to this Ordinance, made a part hereof by this reference, and hereby approved; the officers appearing signatory to such Escrow Agreement are hereby authorized and directed to execute same, their execution to constitute conclusive proof of action in accordance with this Ordinance, and approval of all completions or revisions necessary or appropriate to effect the Refunding. If in the judgment of the Village Treasurer (or Acting Finance Director if the Village has not appointed a Village Treasurer), the Refunding may be accomplished without the need for the Escrow Agreement or the services of the Escrow Agent, then the proceeds of the Bonds shall be retained by the Village Treasurer (or Acting Finance Director if the Village has not appointed a Village

Treasurer) in a temporary fund, to be designated “2010 Sinking Fund” and applied directly by the Village Treasurer (or Acting Finance Director if the Village has not appointed a Village Treasurer) to the call and redemption and payment of the Refunded Bonds. Any amounts remaining from the proceeds of the Bonds after accomplishing the Refunding shall be set aside in the Bond Fund, applied to pay next interest on the Bonds, and taxes abated accordingly

E. The remaining proceeds of the Bonds, if any, shall be deposited to the credit of the Bond Fund and expended with the next disbursement therefrom.

F. Alternatively, the Village Treasurer (or Acting Finance Director if the Village has not appointed a Village Treasurer) may allocate proceeds of the Bonds otherwise designated for the Bond Fund, the 2010 Sinking Fund or the Expense Fund to one or more related funds of the Village already in existence; *provided, however*, that this shall not relieve the Village Treasurer (or Acting Finance Director if the Village has not appointed a Village Treasurer) of the duty to account for the proceeds as herein provided.

Section 19. General Tax Covenants. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code, would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Bonds under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the

foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with such Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 20. Certain Specific Tax Covenants.

A. None of the Bonds shall be and none of the Prior Bonds or bonds refunded with proceeds of Prior Bonds ("*Earlier Bonds*") was a "private activity bond" as defined in Section 141(a) of the Code; and the Village certifies, represents, and covenants as follows:

(1) Not more than 5% of the net proceeds and investment earnings of the Bonds is to be used, and not more than 5% of the net proceeds of the Prior Bonds or Earlier Bonds of any series was used directly or indirectly, in any activity carried on by any person other than a state or local governmental unit.

(2) Not more than 5% of the amounts necessary to pay the principal of and interest on the Bonds will be derived, directly or indirectly, from payments with respect to any private business use by any person other than a state or local governmental unit. Not more than 5% of the amounts necessary to pay the principal of and interest on the Prior Bonds or Earlier Bonds of any series has been or will be derived, directly or indirectly, from payments with respect to any private business use by any person other than a state or local governmental unit.

(3) None of the proceeds of the Bonds is to be used and none of the proceeds of the Prior Bonds or Earlier Bonds was used directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(4) Except as may be permitted by reference to the text above at paragraph A (1) of this Section, no user of the real or personal property of the Village acquired, constructed, or improved with the proceeds of the Bonds or of the Prior Bonds or Earlier Bonds, other than the Village or another governmental unit, will use the same on any basis other than the same basis as the general public; and except as noted, no person, other than the Village or another governmental unit, will be a user of such property as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract other than as expressly permitted by the Code, or (iii) any other arrangement.

B. The Bonds shall not be “arbitrage bonds” under Section 148 of the Code; and the Village certifies, represents, and covenants as follows:

(1) All proceeds of the Prior Bonds and Earlier Bonds, except for money treated as proceeds because on deposit in the bond fund or debt service fund for the Prior Bonds and Earlier Bonds, have been spent.

(2) Except for the Bond Fund, the Village has not created or established and will not create or establish any sinking fund reserve fund or any other similar fund to provide for the payment of the Bonds. The Bond Fund has been established and will be funded in a manner primarily to achieve a proper matching of revenues and debt service and will be depleted at least annually to an amount not in excess of 1/12th the particular annual debt service on the Bonds. Money deposited into the Bond Fund will be spent within a 13-month period beginning on the date of deposit, and investment earnings in the

Bond Fund will be spent or withdrawn from the Bond Fund within a one-year period beginning on the date of receipt.

(3) Amounts of money related to the Bonds required to be invested at a yield not materially higher than the yield on the Bonds, as determined pursuant to such tax certifications or agreements as the Village officers may make in connection with the issuance of the Bonds, shall be so invested; and appropriate Village officers are hereby authorized to make such investments.

(4) Unless an applicable exception to Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” to the United States Treasury (the “*Rebate Requirement*”) is available to the Village, the Village will meet the Rebate Requirement.

(5) Relating to applicable exceptions, any Village officer charged with issuing the Bonds is hereby authorized to make such elections under the Code as such officer shall deem reasonable and in the best interests of the Village. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “*Penalty*”), then the Village shall pay such Penalty.

C. None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs paid after the date hereof and prior to issuance of the Bonds.

D. The Village reserves the right to use or invest moneys in connection with the Bonds in any manner or to make or to use the Village infrastructure acquired, constructed, or improved with proceeds of the Prior Bonds or Earlier Bonds in any manner, notwithstanding the representations and covenants relating to the Tax-exempt status of the Bonds, provided it shall first have received an opinion from Bond Counsel to the effect that use or investment of such

moneys or the changes in or use of such infrastructure as contemplated will not result in loss or impairment of the Tax-exempt status for the Bonds or the status of the Bonds.

E. Each of the Bonds is designated hereby as a “qualified tax-exempt bond” for the purposes and within the meaning of Section 265(b)(3) of the Code. The Village represents that (i) none of such Bonds will be at any time a “private activity bond” (as defined in Section 141 of the Code) other than a “qualified 501(c)(3) bond” (as defined in Section 145 of the Code); (ii) in calendar year 2010, the Village has not issued any Tax-exempt obligations of any kind nor have any Tax-exempt obligations of any kind been issued on behalf of the Village; (iii) during calendar year 2010, the Village will not issue or cause to have issued on behalf of the Village more than \$30,000,000 of tax-exempt obligations, including the Bonds; (iv) not more than \$30,000,000 of obligations of any kind (including the Bonds) issued by or on behalf of the Village during calendar year 2010 will be designated for purposes of Section 265(b)(3) of the Code; and (v) the Village is not subject to control by any entity, and there are no entities subject to control by the Village. For purposes of the limitations as provided in the above text at clauses (iii) and (iv), the amount of obligations shall be either the par amount or the reoffering price of such obligations depending on whether the premium (if any) on such obligations exceeds 2% of par plus an amount to be used for reasonable compensation of the underwriter (if any) of such obligations.

Section 21. Taxes Previously Levied. The taxes previously levied to pay principal of and interest on the Refunded Bonds for the years 2010 and thereafter, to the extent such principal and interest is provided for from the proceeds of the Bonds or otherwise as hereinabove described, shall be abated. The filing of a certificate of abatement with the County Clerk shall constitute authority and direction for the County Clerk to make such abatement. The taxes so levied for the Refunded Bonds for the years 2009 and preceding, which have been or are to be

collected, and subject to use of same as may be required by the Code in assuring the Tax-exempt status of the Bonds, shall be applied to the payment either of the Refunded Bonds for which collected or to the payment of the Bonds.

Section 22. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a "*Municipal Bond Insurance Policy*") issued by a bond insurer (a "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of such Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding such Bonds, amendment hereof, or other terms, as approved by any of the Village Officers on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 23. Rights and Duties of Bond Registrar. If requested by the Bond Registrar, any officer of the Village is authorized to execute standard form of agreements between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar under this Ordinance. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar by acceptance of duties under this Ordinance agree (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law; (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer; (d) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and (e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Village

covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:

(A) The Village shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

(B) The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the Village that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds.

(C) The Village may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Bond Registrar. The Village shall give notice of any such appointment made by it to each registered

owner of any Bond within twenty days after such appointment in any reasonable manner as the Village shall select. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining a corporate trust office in Illinois or New York, and having capital and surplus and undivided profits in excess of \$100,000,000. The Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 24. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums have been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient funds and Defeasance Obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Ad Valorem Property Taxes and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Tax-exempt Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not. For purposes of this Section, “*Defeasance Obligations*” means (a) direct and general full faith and credit obligations of the United States Treasury (“*Directs*”), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury.

Section 25. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 26. Severability. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 27. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict with this Ordinance, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

ADOPTED: This 11th day of October 2010

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: October 11, 2010

President, Village of Glen Ellyn
DuPage County, Illinois

Published in pamphlet form by authority of the President and Board of Trustees on
October __, 2010.

ATTEST:

Village Clerk, Village of Glen Ellyn
DuPage County, Illinois

EXTRACT OF MINUTES of the regular public meeting of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, held at the Glen Ellyn Civic Center, located at 535 Duane Street, in said Village, at 8:00 p.m., on Monday, the 11th day of October 2010.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President, Mark Pfefferman, being physically present at such place and time, and the following Trustees, being physically present at such place and time, answered present: _____

The following Trustees were allowed by a majority of the Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was denied permission to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

* * * * *

There being a quorum present, various business of the President and Board of Trustees was conducted.

* * * * *

The President and Board of Trustees then discussed a proposed bond refunding for the Village and considered an ordinance providing for the issuance of General Obligation Refunding Bonds, Series 2010, of the Village, authorizing the execution of a bond order in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the

principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

Thereupon, Trustee _____ presented an ordinance entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,600,000 General Obligation Refunding Bonds, Series 2010, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing the execution of a bond order in connection therewith, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an Escrow Agreement in connection with such issuance.

(the "*Bond Ordinance*").

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

A Board of Trustees discussion of the matter followed. During the discussion, _____, gave a public recital of the nature of the matter, which included a reading of the title of the ordinance and statements (1) that the ordinance provided for the issuance of general obligation refunding bonds for the purpose of paying the costs of refunding certain outstanding general obligation bonds of the Village, (2) that the bonds are issuable without referendum pursuant to the home rule powers of the Village, (3) that the ordinance provides for the sale of the bonds by certain designated officers of the Village and the execution by them of a bond order in connection therewith, (4) that the ordinance further provides for the levy of taxes to pay the bonds and approves an Escrow Agreement to accomplish the refunding, and (5) that the ordinance provides many details for the bonds, including tax-exempt status covenants, provision for terms and form of the bonds, and appropriations.

The President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

and the following Trustees voted NAY: _____

WHEREUPON, the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to record the same in full in the records of the Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois.

* * * * *

Other business was duly transacted at said meeting.

* * * * *

Upon motion duly made and carried, the meeting adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the “*Corporate Authorities*”) of the Village.

I do further certify that the foregoing extract of minutes is a full, true, and complete transcript of that portion of the minutes of the meeting (the “*Meeting*”) of the Corporate Authorities held on the 11th day of October 2010 insofar as the same relates to the adoption of an ordinance, numbered _____, entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,600,000 General Obligation Refunding Bonds, Series 2010, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing the execution of a bond order in connection therewith, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an Escrow Agreement in connection with such issuance.

(the “*Ordinance*”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda (the “*Agenda*”) for the Meeting was posted at the location where the Meeting was held and at the principal office of the Corporate Authorities (both such locations being at Village Hall) at least 48 hours in advance of the Meeting and also

not later than 5:00 p.m. on Friday, October 8, 2010; that said Agenda contained a separate specific item relating to the consideration of the Ordinance and *that a true, correct, and complete copy of said Agenda as so posted is attached to this certificate*; that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended; and the Illinois Municipal Code, as amended; and that the Corporate Authorities have complied with all of the provisions of such Act and Code and with all of the procedural rules of the Corporate Authorities in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village
this 11th day of October 2010.

[SEAL]

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the “*Corporate Authorities*”) of the Village.

I do further certify that on the ____ day of October 2010 there was published in pamphlet form, by authority of the President and Board of Trustees, a true, correct, and complete copy of Ordinance Number _____ of the Village entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,600,000 General Obligation Refunding Bonds, Series 2010, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing the execution of a bond order in connection therewith, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an Escrow Agreement in connection with such issuance.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ____ day of October 2010.

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF FILING

I do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such officer I do hereby certify that on the ____ day of _____ 2010 there was filed in my office a properly certified copy of Ordinance Number _____, duly adopted by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, on the 11th day of October 2010 and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,600,000 General Obligation Refunding Bonds, Series 2010, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing the execution of a bond order in connection therewith, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an Escrow Agreement in connection with such issuance.

and approved by the President of said Village, and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of DuPage, Illinois, this ____ day of _____ 2010.

County Clerk of The County
of DuPage, Illinois

[SEAL]

- EXHIBIT A -

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

BOND ORDER
IN CONNECTION WITH THE ISSUANCE OF
\$ _____
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010

To: Honorable President and Board of Trustees
 Village of Glen Ellyn, DuPage County, Illinois, and the
 County Clerk of The County of DuPage, Illinois

GREETINGS:

We are pleased to advise you as follows:

A. *Sale.* Please be advised that the President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Glen Ellyn, DuPage County Illinois (the “*Village*”), have heretofore adopted on the 11th day of October 2010, a bond ordinance entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,600,000 General Obligation Refunding Bonds, Series 2010, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing the execution of a bond order in connection therewith, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an Escrow Agreement in connection with such issuance.

(the “*2010 Bond Ordinance*”), which authorizes the issuance of general obligation bonds (the “*Series 2010 Bonds*”) of the Village for the purposes of refunding all or a portion of certain heretofore issued and now outstanding General Obligation Corporate Purpose Bonds, Series 2002BQ, General Obligation Refunding Bonds, Series 2002NBQ and General Obligation Corporate Purpose Bonds, Series 2003, of the Village and (ii) paying costs related to the issuance the Series 2010 Bonds. Terms used but not defined herein shall have the same meanings as terms defined in the 2010 Bond Ordinance. Responsive to authority contained in the 2010 Bond

Ordinance and as the “*Designated Officers*” of the Village under the same, the undersigned have sold the Series 2010 Bonds as Tax-exempt Bonds in the aggregate principal amount of \$_____ to the purchaser thereof, being the lowest cost and best bidder at public competitive sale of the Series 2010 Bonds, namely, _____, _____, _____, pursuant to a bond purchase agreement (consisting of the Official Notice of Sale and Official Bid Form) by and between the Village and the Purchaser and dated November 8, 2010 (the “*Bond Purchase Agreement*”), at a price of \$_____ (representing par net of an underwriters’ discount of \$_____, plus original issue premium in the amount of \$_____). The price paid to the Village for the Series 2010 Bonds is at least 98% of the proceeds of the Series 2010 Bonds.

B. FINDINGS

The following further conditions have also been met: (a) We have received the required certificates and reports of the Financial Advisor supporting our statements herein. (b) The Series 2010 Bonds do not exceed the maximum authorized amount of \$6,600,000. (c) No interest rate on the Series 2010 Bonds exceeds 7.0% per annum. (d) The *sum* of the principal of and interest on the Bonds due (or subject to mandatory redemption) in any given annual period from January 2 to the following January 1 (a “*Bond Year*”) does not exceed the sum of the principal and interest on the Refunded Bonds due (or subject to mandatory redemption) in the corresponding Bond Year. (e) No Series 2010 Bond matures later than January 1, 2023. (f) The purchase price of the Series 2010 Bonds to the Purchaser is not less than 98% of par. (g) The terms of the Series 2010 Bonds are fair and reasonable in light of current conditions in the market for tax-exempt obligations such as the Series 2010 Bonds. (h) The net present value savings derived from such Refunding (as shown in a written certificate or report delivered by the Financial Advisor or the Purchaser) is not less than 2% of the par amount of the Refunded

Bonds. The Prior Bonds as selected for redemption are as set forth in *Exhibit I* attached hereto and made a part hereof.

C. NO CONFLICTS

No person holding any office of the Village either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the Bond Purchase Agreement with the Purchaser, for the purchase of the Series 2010 Bonds.

D. TERMS OF THE SERIES 2010 BONDS

The Series 2010 Bonds shall be designated “General Obligation Refunding Bonds, Series 2010.” Pursuant to the terms of the Bond Purchase Agreement, the Series 2010 Bonds shall be issued in the amount of \$_____; shall be dated as of the date of delivery; and shall have the further terms as is set forth in *Exhibit II* attached hereto and incorporated herein by reference.

E. TAXES

Section 14 of the 2010 Bond Ordinance provides for direct annual taxes to pay the principal of and interest on the Series 2010 Bonds promptly when and as the same falls due at maturity or as subject to mandatory redemption. Please be further advised that the Bonds were sold on terms resulting in a final schedule of taxes levied and to be extended as set forth in *Exhibit III* attached hereto and incorporated herein by reference.

F. BOND INSURANCE

[The Purchaser has not requested and no Bond Insurance has been procured as of the date hereof for the payment of principal of and interest on the Bonds.]

G. DEPOSITS INTO FUNDS

At the time of execution of this Bond Order, the proceeds of the Bonds are expected to be used substantially as follows:

SERIES 2010 BONDS:

Derived as follows:		(\$)
(1) Par Amount	_____	.00
(2) Reoffering Premium	_____	. _
(3) Purchaser's Underwriting Discount (-)	(_____)	. _
(4) Purchase Price (=)	_____	. _
(5) Accrued Interest (+)	_____	0.00
(6) Total Received by Village (=)	_____	. _

Allocated or spent as follows:		(\$)
(a) Costs of Issuance to be paid directly or to Expense Fund (+)	_____	. _
(b) Accrued Interest to Bond Fund (+)	_____	0.00
(c) Deposit to refund Prior Bonds	_____	. _
(d) Additional Proceeds Due to Rounding to \$5,000 (+)	_____	. _
(e) Total (=)	_____	. _

H. BOND REGISTRAR

The Bond Registrar and Paying Agent for the Bonds is _____,
 _____, _____.

I. ESCROW AGENT FOR THE REFUNDED BONDS

The Escrow Agent for the Refunded Bonds is _____,
 _____, _____.

J. RECORDS

Finally, please be advised that this Bond Order shall be entered into the records of the Village and made available to all members of the Corporate Authorities at a public meeting thereof held after the date hereof.

Respectfully submitted as of this 8th day of November 2010.*

Village President

Village Clerk

Acting Director of Finance

Village Manager

* Note: This order to be signed by not less than two (2) of the named officers.

ACKNOWLEDGMENT OF FILING

Filed in the office of the Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois, this 8th day of November 2010.

Village Clerk
Village of Glen Ellyn
DuPage County, Illinois

EXHIBITS:

EXHIBIT	DESCRIBES
I	Refunded Bonds
II	Terms of the Series 2010 Bonds
III	Taxes to be levied for the Series 2010 Bonds

EXHIBIT I

DESCRIPTION OF THE REFUNDED BONDS

1. GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2002BQ

Original Principal Amount: \$9,000,000
Dated: September 15, 2002
Originally Due Serially: January 1, 2004 to 2013, inclusive
Amount Eligible to be refunded: \$2,070,000

Bonds and Bonds eligible to be Refunded Due January 1 and Described as follows:

YEAR	AMOUNT (\$) ORIGINAL BONDS DUE	AMOUNT (\$) ELIGIBLE TO BE REFUNDED	RATE OF INTEREST (%)
2011	975,000	NONE	3.625
2012	1,015,000	1,015,000	3.750
2013	1,055,000	1,055,000	3.850

of which bonds due on and after January 1, 2012 are subject to redemption on any date on or after January 1, 2011, and any date thereafter, at a redemption price of par plus accrued interest to the date of redemption.

2. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2002NBQ

Original Principal Amount: \$3,710,000
Dated: September 15, 2002
Originally Due Serially: January 1, 2003 to 2014, inclusive
Amount Eligible to be refunded: \$1,080,000

Bonds and Bonds eligible to be Refunded Due January 1 and Described as follows:

YEAR	AMOUNT (\$) ORIGINAL BONDS DUE	AMOUNT (\$) ELIGIBLE TO BE REFUNDED	RATE OF INTEREST (%)
2011	345,000	NONE	3.625
2012	340,000	340,000	3.750
2013	360,000	360,000	4.000
2014	380,000	380,000	4.000

of which bonds due on and after January 1, 2012 are subject to redemption on any date on or after January 1, 2011, and any date thereafter, at a redemption price of par plus accrued interest to the date of redemption.

3. GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2003

Original Principal Amount: \$4,580,000
Dated: January 1, 2003
Originally Due Serially: January 1, 2004 to 2023, inclusive
Amount Eligible to be refunded: \$3,150,000

Bonds and Bonds eligible to be Refunded Due January 1 and Described as follows:

YEAR	AMOUNT (\$) ORIGINAL BONDS DUE	AMOUNT (\$) ELIGIBLE TO BE REFUNDED	RATE OF INTEREST (%)
2011	200,000	NONE	3.600
2012	205,000	205,000	3.700
2013	215,000	215,000	3.850
2014	220,000	220,000	4.000
2015	230,000	230,000	4.050
2016	240,000	240,000	4.150
2017	250,000	250,000	4.250
2018	265,000	265,000	4.350
2019	275,000	275,000	4.350
2020	290,000	290,000	4.400
2021	305,000	305,000	4.400
2022	320,000	320,000	4.400
2023	335,000	335,000	4.450

of which bonds due on and after January 1, 2012 are subject to redemption on any date on or after January 1, 2011, and any date thereafter, at a redemption price of par plus accrued interest to the date of redemption.

EXHIBIT II

TERMS OF THE SERIES 2010 BONDS

SERIES 2010 BONDS

The Series 2010 Bonds are due on January 1 of the years and in the amounts and bear interest at the rates percent per annum as follows:

YEAR	AMOUNT (\$)	RATE (%)
20__		
20__		
20__		
20__		
20__		
20__		
20__		

Each of the Series 2010 Bonds bears interest from the later of the dated date as stated above or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond, respectively, is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year, commencing on _____ 1, 2011.

TERMS OF THE SERIES 2010 BONDS — REDEMPTION

[The Series 2010 Bonds are not subject to redemption.][Insert optional and/or mandatory redemption provisions as needed]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

**NOTIFICATION OF BOND TERMS AND
DIRECTION FOR COLLECTION OF TAXES
\$ _____ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010**

TO: THE COUNTY CLERK OF THE COUNTY OF DUPAGE, ILLINOIS: GREETINGS.

Please take note of the advice and terms on the attached Bond Order (the “*Bond Order*”), dated as of the 8th day of November 2010, for the aggregate principal amount of \$ _____ General Obligation Refunding Bonds, Series 2010, of the Village of Glen Ellyn, DuPage County, Illinois (the “*Village*”), which Bond Order has been executed by the designated officers of the Board of Trustees. Terms used herein are by reference to the Bond Order.

YOU ARE ACCORDINGLY ORDERED AND DIRECTED to collect taxes, levied in (Section 14 of) the Bond Ordinance, as enumerated in the Bond Order.

IN WITNESS WHEREOF we hereunto affix our official signatures as of this 8th day of November 2010.*

Village President

Village Clerk

Acting Director of Finance

Village Manager

* Note: This order to be signed by not less than two (2) of the named officers,.

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE
\$ _____ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Clerk of The County of DuPage, Illinois (the "*County*"), and as such officer I do further certify that on the ____ day of November 2010, there was filed in my office as County Clerk a BOND ORDER IN CONNECTION WITH THE ISSUANCE OF \$ _____ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010, of the Village of Glen Ellyn, DuPage County, Illinois (the "*Village*"), which Bond Order has been executed by the designated officers of the Board of Trustees, has been dated as of the 8th day of November 2010, and is accompanied by a NOTIFICATION OF BOND TERMS AND DIRECTION FOR COLLECTION OF TAXES, signed by said officers of said Village, each as attached hereto, and that said Bond Order and said Notification of Bond Terms and Direction for Collection of Taxes have each been placed on file in and do appear in the records of my office; and that, further, said taxes levied for the payment of said Village's General Obligation Refunding Bonds, Series 2010, will be extended for collection as provided in said Bond Order.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of The County of DuPage, Illinois, this ____ day of November 2010.

County Clerk of
The County of DuPage, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

AVAILABILITY OF BOND ORDER
\$ _____ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010

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 as such official I am the keeper of the official books, records, minutes and files of the Village and of the President and Board of Trustees thereof (the "*Corporate Authorities*").

I do further certify that I shall make available to all members of the Corporate Authorities at the regular meeting of the Corporate Authorities to be held on the ____ day of _____ 2010, a Bond Order for \$ _____ General Obligation Refunding Bonds, Series 2010, a true, correct and complete copy of which is attached hereto.

IN WITNESS WHEREOF I hereunto affix my official signature, this 8th day of November 2010.

Village Clerk
Village of Glen Ellyn,
DuPage County, Illinois

FINANCIAL ADVISOR'S CERTIFICATE RE: BOND SALE

Robert W. Baird & Co. Incorporated (collectively, "*We*" or the "*Financial Advisor*"), by its duly authorized officer, does hereby certify as follows:

1. We are has acted as advisor to the Village of Glen Ellyn, DuPage County, Illinois (the "*Village*"), in connection with the sale of its \$_____ General Obligation Refunding Bonds, Series 2010 (the "*Series 2010 Bonds*"). The Series 2010 Bonds are to be issued under and pursuant to that certain Bond Ordinance, adopted October 11, 2010, of the Village (the "*2010 Bond Ordinance*").

2. The Series 2010 Bonds have been sold at prices such that the net interest rate to the Village of the proceeds of the Series 2010 Bonds does not exceed 7.0%, *and also* do not exceed such respective rate as is reasonable, and the other terms of the Series 2010 Bonds are fair and reasonable in view of current conditions in the bond markets.

3. The following further conditions have also been met: (a) We have received or created and submit to you the required report supporting our statements herein. (b) The Series 2010 Bonds do not exceed the maximum authorized amount of \$6,600,000. (c) No interest rate on the Series 2010 Bonds exceeds 7.0% per annum. (d) The *sum* of the principal of and interest on the Bonds due (or subject to mandatory redemption) in any given annual period from January 2 to the following January 1 (a "*Bond Year*") does not exceed the sum of the principal and interest on the Refunded Bonds due (or subject to mandatory redemption) in the corresponding Bond Year. (e) No Series 2010 Bond matures later than January 1, 2023. (f) The purchase price of the Series 2010 Bonds to the Purchaser is not less than 98% of par. (g) The terms of the Series 2010 Bonds are fair and reasonable in light of current conditions in the market for tax-exempt obligations such as the Series 2010 Bonds. (g) The net present value savings

derived from such Refunding (as shown in a written certificate or report delivered by the Financial Advisor or the purchaser of the Series 2010 Bonds) is not less than 2% of the par amount of the Refunded Bonds.

4. We have prepared certain schedules in connection with the purchase and sale of the Series 2010 Bonds, including debt service schedules, bond yields and other related information; and the schedules are accurate in all material respects. Attached hereto as *Schedule I* is the final schedule of taxes levied and to be extended for the Series 2010 Bonds.

IN WITNESS WHEREOF we hereunto affix our corporate name by our officer's signature this 8th day of November 2010.

ROBERT W. BAIRD & CO. INCORPORATED

By: _____
Its: _____
and Authorized Officer

SCHEDULE I

**I. FINAL TAX LEVY FOR
SERIES 2010 BONDS**

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE AMOUNT (\$)	FOR INTEREST AND PRINCIPAL UP TO AND INCLUDING JANUARY 1 OF THE YEAR
20__	_____	2011
20__	_____	2012
20__	_____	2013
20__	_____	2014
20__	_____	2015
20__	_____	2016
20__	_____	2017
20__	_____	2018

- EXHIBIT B -

ESCROW AGREEMENT

This Escrow Agreement, dated as of November __, 2010, actually executed and delivered the date last hereinbelow written, by and between the Village of Glen Ellyn, DuPage County, Illinois, and _____, a banking corporation organized and operating under the laws of the State of Illinois, with corporate trust offices located in the _____ of _____, Illinois, not individually but in the capacity as hereinafter described, for and in consideration of mutual covenants set forth:

WITNESSETH:

ARTICLE I

DEFINITIONS

The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning.

"Aggregate Payment Requirement" means each payment of interest on and principal of or redemption price (as applicable) of the Refunded Bonds from the date hereof through the Call Dates.

"Agreement" means this Escrow Agreement, dated as of _____, 2010.

"Bond Ordinance" means the ordinance passed by the President and Board of Trustees of the Village on the 11th day of October 2010, entitled:

AN ORDINANCE providing for the issuance of not to exceed \$ _____ General Obligation Refunding Bonds, Series 2010, of the Village of Glen Ellyn, DuPage County, Illinois, authorizing the execution of a bond order in connection therewith, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an Escrow Agreement in connection with such issuance.

authorizing the Bonds.

“*Bond Registrar*” means _____, _____, Illinois, the bond registrar for the Refunded Bonds.

“*Bonds*” means the Village’s General Obligation Refunding Bonds, Series 2010, a part of the proceeds of which are to be used for the refunding of the Refunded Bonds.

“*Call Date*” means January 1, 2011, for the Refunded Bonds, which is the earliest date of redemption for the Refunded Bonds.

“*Defeasance Report*” means the report of _____, _____, attached hereto as *Exhibit I*, that the principal of, interest on, and profit realized from the Government Obligations, when received, and the beginning deposit on demand held hereunder will be sufficient timely to meet the Aggregate Payment Requirement.

“*Escrow Account*” means the trust fund created under the terms of this Agreement with the Escrow Agent and comprised of the Government Obligations and a certain beginning deposit as more fully described in 2.02 hereof.

“*Escrow Agent*” means _____, _____, _____, not individually but in the capacity for the uses and purposes hereinafter mentioned, or any successor thereto.

“*Government Obligations*” means direct non-callable obligations of the United States of America (being United States Bills, Notes, Bonds or STRPS or SLGS) deposited hereunder.

“*Paying Agent*” means the paying agent for the Refunded Bonds, namely, the Bond Registrar therefor.

“*President and Board of Trustees*” means the President and Board of Trustees which is the governing body of the Village.

“*Refunded Bonds*” means the refunded bonds described as follows:

1. GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2002BQ

Original Principal Amount: \$9,000,000
 Dated: September 15, 2002
 Originally Due Serially: January 1, 2004 to 2013, inclusive
 Amount to be refunded: \$2,070,000

Bonds and Bonds to be Refunded Due January 1 and Described as follows:

YEAR	AMOUNT (\$) ORIGINAL BONDS DUE	AMOUNT (\$) TO BE REFUNDED	RATE OF INTEREST (%)
2011	975,000	NONE	3.625
2012	1,015,000	1,015,000	3.750
2013	1,055,000	1,055,000	3.850

of which bonds due on and after January 1, 2012 are subject to redemption on any date on or after January 1, 2011, and any date thereafter, at a redemption price of par plus accrued interest to the date of redemption.

2. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2002NBQ

Original Principal Amount: \$3,710,000
Dated: September 15, 2002
Originally Due Serially: January 1, 2003 to 2014, inclusive
Amount to be refunded: \$1,080,000

Bonds and Bonds to be Refunded Due January 1 and Described as follows:

YEAR	AMOUNT (\$) ORIGINAL BONDS DUE	AMOUNT (\$) TO BE REFUNDED	RATE OF INTEREST (%)
2011	345,000	NONE	3.625
2012	340,000	340,000	3.750
2013	360,000	360,000	4.000
2014	380,000	380,000	4.000

of which bonds due on and after January 1, 2012 are subject to redemption on any date on or after January 1, 2011, and any date thereafter, at a redemption price of par plus accrued interest to the date of redemption.

3. GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2003

Original Principal Amount: \$4,580,000
 Dated: January 1, 2003
 Originally Due Serially: January 1, 2004 to 2023, inclusive
 Amount to be refunded: \$3,150,000

Bonds and Bonds to be Refunded Due January 1 and Described as follows:

YEAR	AMOUNT (\$) ORIGINAL BONDS DUE	AMOUNT (\$) TO BE REFUNDED	RATE OF INTEREST (%)
2011	200,000	NONE	3.600
2012	205,000	205,000	3.700
2013	215,000	215,000	3.850
2014	220,000	220,000	4.000
2015	230,000	230,000	4.050
2016	240,000	240,000	4.150
2017	250,000	250,000	4.250
2018	265,000	265,000	4.350
2019	275,000	275,000	4.350
2020	290,000	290,000	4.400
2021	305,000	305,000	4.400
2022	320,000	320,000	4.400
2023	335,000	335,000	4.450

of which bonds due on and after January 1, 2012 are subject to redemption on any date on or after January 1, 2011, and any date thereafter, at a redemption price of par plus accrued interest to the date of redemption.

“*SLGS*” means U.S. Treasury Obligations of the State and Local Government Series.

“*Treasurer*” means the Village Treasurer of the Village or, in the event that the Village has not appointed a Treasurer, the Acting Finance Director of the Village.

“*Village*” means the Village of Glen Ellyn, DuPage County, Illinois.

ARTICLE II

CREATION OF ESCROW

2.01. *Statement of Refunding.* The Refunded Bonds are hereby refunded through their Call Date by the deposit with the Escrow Agent of moneys sufficient to purchase certain Government Obligations described in 2.02 hereof, which Government Obligations (together with the beginning deposit of funds as described herein) will provide all moneys necessary to meet the Aggregate Payment Requirement.

2.02. *Escrow Deposit.* The Village has deposited with the Escrow Agent at the execution and delivery of this Escrow Agreement the sum of \$_____ derived from proceeds of the Bonds ("*Proceeds*"). The Proceeds have been used to acquire the Government Obligations and to establish a beginning cash balance ("*Beginning Cash*"). The Escrow Agent now holds the Government Obligations and the Beginning Cash, as follows:

TYPE	DATED DATE	MATURITY DATE	PAR AMOUNT (\$)	RATE OF INTEREST (%)
------	---------------	------------------	--------------------	-------------------------

Beginning Cash: \$_____.

ARTICLE III

COVENANTS OF ESCROW AGENT

The Escrow Agent covenants and agrees with the Village as follows:

3.01. *Hold Escrow Account.* The Escrow Agent will hold the Government Obligations and all interest, income and profit derived therefrom and all uninvested cash in a segregated and separate trust fund account for the sole and exclusive benefit of the Village and of the holders and registered owners of the Refunded Bonds and the Bonds, all to the purposes for which escrowed.

3.02. *Beginning Cash; Reinvestments.* The Beginning Cash (\$____) in the Escrow Account shall not be invested by the Escrow Agent. There are no reinvestments of the money in the Escrow Account.

3.03. *Uninvested Amounts Held in Trust.* The Escrow Agent shall hold all balances not invested or reinvested as hereinabove described and on deposit in the Escrow Account on demand and in trust for the purposes hereof and shall secure same in accordance with applicable Illinois law for the securing of public funds.

3.04. *No Arbitrage.* The Escrow Agent will take no action in the investment or securing of the proceeds of the Government Obligations which would cause the Bonds or the Refunded Bonds to be classified as “arbitrage bonds” under applicable sections of the Internal Revenue Code, and all lawful regulations promulgated thereunder; *provided*, it shall be under no duty to affirmatively inquire whether the Government Obligations as deposited are properly invested under said section; and, *provided, further*, it may rely on all specific directions in this Agreement in the investment or reinvestment of balances held hereunder.

3.05. *Apply Escrow Account to Pay Refunded Bonds.* The Escrow Agent will promptly collect the principal of, interest on and income and profit from the Government Obligations and promptly apply the same solely and only to meet and pay the Aggregate Payment Requirement as due from time to time for the Refunded Bonds.

3.06. *Remit Money to Paying Agent.* The Escrow Agent will remit to the Paying Agent for the benefit of the Refunded Bonds, in good funds on or before the Call Date, moneys sufficient timely to meet the Aggregate Payment Requirement, as set out in the Defeasance Report, and each such remittance shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

3.07. *Pay No Fees.* The Escrow Agent will make no payment of fees, due or to become due, of any Bond Registrar or the Paying Agent.

3.08. *Escrow Agent Fees.* The costs and expenses of the Escrow Agent will be paid by the Village from funds other than those deposited hereunder. The Escrow Agent shall have no lien or right of set-off of any kind on the Escrow Account and shall look solely to the Village and its other funds for payment. The Escrow Agent shall charge such fees for its services as are reasonable and usual for like services rendered by similar institutions.

3.09. *Powers and Duties.* The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the Village to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

3.10. *May Hold Bonds and Refunded Bonds.* The Escrow Agent may in good faith buy, sell or hold and deal in any of the Bonds or Refunded Bonds.

3.11. *Call for Redemption.* The Refunded Bonds subject to redemption are hereby called for redemption on their Call Date at the redemption price therefor, stated again as follows:

SERIES	AMOUNT (\$)	CALL DATE	PREMIUM (%)	PREMIUM (\$)	TOTAL (\$)
2002BQ	2,070,000	01/01/2011	-0-	-0-	2,070,000
2002NBQ	1,080,000	01/01/2011	-0-	-0-	1,080,000
2003	3,150,000	01/01/2011	-0-	-0-	3,150,000

3.12. *Manner of Redemption.* The time, manner and form of giving notice of the call for redemption of the Refunded Bonds shall be as set forth in the ordinances of the Village and related documents on file with the Bond Registrar, pursuant to which the Refunded Bonds were issued, and certified copy of which, by execution hereof, the Escrow Agent acknowledges receipt; and further, as required by The Depository Trust Company (“DTC”), which is the registered owner of all of the Refunded Bonds through its nominee Cede & Co. The Escrow Agent avers that it is a participant in DTC, and as such participant, the Escrow Agent knows the rules and procedures of DTC with respect to the redemption of the Refunded Bonds. **The Escrow Agent shall act as agent for the Village in performing all acts, giving or causing to be given all notices, and providing such directions to the Bond Registrar to effect the payment and redemption of the Refunded Bonds as aforesaid.**

3.13. *A. MSRB Notice.* The Escrow Agent shall act as agent for the Village to authorize and direct the Bond Registrar to give notice of the call of such bonds, on or before the date the notice of such redemption is given to the holders of such bonds, (i) to the Municipal Securities Rulemaking Board (the “MSRB”) via the MSRB’s Electronic Municipal Market Access (“EMMA”) system or by such other method as at the time of giving such notice shall be directed or recognized by the Securities and Exchange Commission (the “Commission”) and (ii) to the public or private repository designated by the State of Illinois as the state information depository

and recognized as such by the Commission for purposes of the Rule (the "*Illinois SID*"), if any, *provided, however*, that the Escrow Agent takes no responsibility for the giving of such notice. As of the date of this Agreement, there is no Illinois SID.

B. Notice of Defeasance. Promptly, upon the delivery of this Agreement, and in no event later than 30 calendar days from the date hereof, the Escrow Agent shall act as agent for the Village in giving notice of the defeasance of all the Refunded Bonds to the MSRB via the EMMA system.

3.14. Statement of Account. The Escrow Agent will submit to the Treasurer a statement within 45 days of the date of this Agreement and thereafter within 30 days of the Call Date, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the period of such statement.

3.15. Insufficiencies of Money. If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Obligations and funds on deposit in the Escrow Account will not be sufficient to make any payment (whether principal, interest or premium) due to the holders or registered owners of any of the Refunded Bonds, as and to the extent provided herein, the Escrow Agent shall notify the Village not less than 15 days prior to such date, and the Village agrees that it will from any funds lawfully available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

ARTICLE IV

COVENANTS OF VILLAGE

The Village covenants and agrees with the Escrow Agent as follows:

4.01. Escrow Agent Not Liable for Village. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the Village herein, (b) the performance of or compliance with any covenant, condition, term or provision of the Bond

Ordinance, and (c) any undertaking or statement of the Village hereunder or under said Bond Ordinance.

4.02. *Village Shall Pay Insufficiencies.* To the fullest extent it is required under the terms of the Refunded Bonds, the Village will promptly and without delay remit to the Escrow Agent, within ten days after receipt of its written request, such sum or sums of money as are necessary to make the payments required under 3.15 hereof and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement. The Village will promptly pay all Paying Agent and Bond Registrar fees.

4.03. *Waive Other Redemption.* The Village does hereby waive any right to pay at maturity or redeem on any other date than as herein specified any of the Refunded Bonds.

ARTICLE V

AMENDMENTS AND IRREVOCABILITY OF AGREEMENT

5.01. *Amend for Error.* The Village and the Escrow Agent may amend or add to the terms of this Agreement to correct errors, clarify ambiguities or insert inadvertently omitted material but only if any such correction, clarification or insertion has absolutely no adverse impact on the holders or registered owners of the Bonds or any of the Refunded Bonds. The Village may supplement this Agreement by providing for notice prior to any amendment to such parties as it may name in any such supplement, which will be effective upon filing with the Escrow Agent.

5.02. *No Other Amendment.* Except as provided in 5.01 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

5.03. *No Other Amendment.* Except as provided in 5.01 hereof, all of the rights, powers, duties and obligations of the Village hereunder shall be irrevocable and shall not be subject to amendment by the Village and shall be binding on any successor to the officials now comprising the President and Board of Trustees of the Village during the term of this Agreement.

5.04. *No Other Amendment.* Except as provided in 5.01 and 5.02 hereof, all of the rights, powers, duties and obligations of the Director of Finance hereunder shall be irrevocable and shall not be subject to amendment by the Director of Finance and shall be binding on any successor to said official now in office during the term of this Agreement.

ARTICLE VI

NOTICE

6.01. *Notice to Village.* All notices and communications to the Village and the President and Board of Trustees shall be addressed in writing to:

Village Clerk
Village of Glen Ellyn
Glen Ellyn Civic Center
535 Duane Street
Glen Ellyn, Illinois 60137

or at such other address as is furnished from time to time by the Village.

6.02. *Notice to Escrow Agent.* All notices and communications to the Escrow Agent shall be addressed in writing to:

or at such other address as is furnished from time to time by the Escrow Agent.

6.03. *Notice to Treasurer.* All notices and communications to the Treasurer shall be addressed in writing to:

Acting Finance Director
Village of Glen Ellyn
Glen Ellyn Civic Center
535 Duane Street
Glen Ellyn, Illinois 60137

or at such other address as is furnished from time to time by the Treasurer.

ARTICLE VII

TERMINATION OF AGREEMENT

Upon the final disbursement for the payment of the Refunded Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the Treasurer with due notice thereof mailed to the Village, and thereupon this Agreement shall terminate.

— This space intentionally blank —

IN WITNESS WHEREOF the Village has caused this Agreement to be signed in its name by its President, to be attested by the Village Clerk under its corporate seal hereunto affixed; and the Escrow Agent, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its _____ and to be attested by one of its _____, all this ____ day of November 2010.

VILLAGE OF GLEN ELLYN,
DUPAGE COUNTY, ILLINOIS

By _____
President

ATTEST:

Village Clerk

[SEAL]

as Escrow Agent

By _____
Its _____

ATTEST:

Its _____

The foregoing Escrow Agreement has been received and acknowledged by me as of the date last written.

Acting Finance Director
Village of Glen Ellyn
DuPage County, Illinois

- EXHIBIT C -

CONTINUING DISCLOSURE UNDERTAKING

FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15c2-12

This Continuing Disclosure Undertaking (the "*Agreement*") is executed and delivered by the Village of Glen Ellyn, DuPage County, Illinois (the "*Village*"), in connection with the issuance of \$_____ General Obligation Refunding Bonds, Series 2010 (the "*Bonds*"). The Bonds are being issued pursuant to an ordinance adopted by the President and Board of Trustees of the Village on the 11th day of October 2010 (as supplemented by the Bond Order executed in connection therewith, the "*Ordinance*").

In consideration of the issuance of the Bonds by the Village and the purchase of such Bonds by the beneficial owners thereof, the Village covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT. This Agreement is executed and delivered by the Village as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). The Village represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. DEFINITIONS. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information means the financial information and operating data described in *Exhibit I*.

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

Audited Financial Statements means the audited financial statements of the Village prepared pursuant to the standards and as described in *Exhibit I*.

Commission means the Securities and Exchange Commission.

Dissemination Agent means any agent designated as such in writing by the Village and which has filed with the Village a written acceptance of such designation, and such agent's successors and assigns.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Material Event means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II* that is material, as materiality is interpreted under the Exchange Act.

Material Events Disclosure means dissemination of a notice of a Material Event as set forth in Section 5.

MSRB means the Municipal Securities Rulemaking Board.

Participating Underwriter means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

State means the State of Illinois.

Undertaking means the obligations of the Village pursuant to Sections 4 and 5.

3. CUSIP NUMBER/FINAL OFFICIAL STATEMENT. The CUSIP Numbers of the Bonds are as shown on *Exhibit III* attached hereto. The Final Official Statement relating to the Bonds is dated November 8, 2010 (the "*Final Official Statement*"). The Village will include the CUSIP Numbers in all disclosure described in Sections 4 and 5 of this Agreement.

4. ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Village will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

5. MATERIAL EVENTS DISCLOSURE. Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate in a timely manner Material Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission or the State at the time of delivery of such information. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Ordinance.

6. CONSEQUENCES OF FAILURE OF THE VILLAGE TO PROVIDE INFORMATION. The Village shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Village to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Ordinance, and the sole remedy under this Agreement in the event of any failure of the Village to comply with this Agreement shall be an action to compel performance.

7. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the Village by resolution or ordinance authorizing such amendment or waiver,]may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a “no-action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the Village (such as Bond Counsel) at the time of the amendment or waiver.

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Material Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the Village shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. TERMINATION OF UNDERTAKING. The Undertaking of the Village shall be terminated hereunder if the Village shall no longer have any legal liability for any obligation on

or relating to repayment of the Bonds under the Ordinance. The Village shall give notice to EMMA in a timely manner if this Section is applicable.

9. DISSEMINATION AGENT. The Village may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

10. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the Village from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Material Event, in addition to that which is required by this Agreement. If the Village chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Agreement, the Village shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Material Event. If the Village is changed, the Village shall disseminate such information to EMMA.

11. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Village, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

12. RECORDKEEPING. The Village shall maintain records of all Annual Financial Information Disclosure and Material Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. ASSIGNMENT. The Village shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the Village under this Agreement or to execute an Undertaking under the Rule.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State.

VILLAGE OF GLEN ELLYN, DUPAGE COUNTY
ILLINOIS

By: _____
Its: President
Address: 535 Duane Street
Glen Ellyn, Illinois 60137

Date: November __, 2010

TO CONTINUING DISCLOSURE UNDERTAKING - VILLAGE OF GLEN ELLYN

**EXHIBIT I
ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED
FINANCIAL STATEMENTS**

“Annual Financial Information” means financial information and operating data of the type contained in the Official Statement under the following captions:

“REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION PROCEDURES” (only the information under the headings: “Property Valuations,” “Property Tax Rates” and “Tax Collections and Extensions”);

“VILLAGE DEBT” (excluding “Overlapping Debt”); and

“SUMMARY OF HISTORICAL FINANCIAL OPERATIONS.”

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the Commission. The Village shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA by 180 days after the last day of the Village’s fiscal year. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included

Audited Financial Statements will conform to generally accepted accounting principles applicable to governmental units and will be prepared in accordance with standards of the Governmental Accounting Standards Board. Audited Financial Statements will be submitted to EMMA within 30 days after availability to Village.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the Village will disseminate a notice of such change as required by Section 4.

TO CONTINUING DISCLOSURE UNDERTAKING - VILLAGE OF GLEN ELLYN

**EXHIBIT II
EVENTS WITH RESPECT TO THE BONDS
FOR WHICH MATERIAL EVENTS DISCLOSURE IS REQUIRED**

1. Principal and interest payment delinquencies
2. Non-payment related defaults
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions or events affecting the tax-exempt status of the security
7. Modifications to the rights of security holders
8. Bond calls
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities
11. Rating changes

NOTE: DO NOT DELETE ANY EVENT, EVEN IF IT IS INAPPLICABLE TO YOUR TRANSACTION.

TO CONTINUING DISCLOSURE UNDERTAKING - VILLAGE OF GLEN ELLYN

EXHIBIT III

CUSIP Numbers

(Base is 377478)

20	
20	
20	
20	
20	
20	
20	
20	

A-8

MEMORANDUM

TO: Steve Jones, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Michele Stegall, Village Planner
Andrew Letson, Planning Intern

DATE: October 5, 2010

FOR: October 11, 2010 Village Board Meeting

SUBJECT: Bemis Road and Route 53 Annexation Agreements

Background.

Between 1982 and 1990, the Village of Glen Ellyn entered into annexation agreements or utility extension agreements with the owners of 32 properties in the area of Marston Avenue, Bemis Road and Birchbrook Court (see attached maps). The utility extension agreements are similar in form to an annexation agreement and require annexation when the property becomes contiguous with the Village limits. The agreements were entered into in order to allow the properties to receive Village water and/or sewer services. The agreements had a term of 20 years and recently expired.

In mid 2009, the Planning and Development team began working to renew these agreements. On January 13, 2010, 29 of the 32 annexation agreements were renewed by the Village Board. Since that time the remaining three property owners have signed new annexation agreements. We are bringing these three remaining agreements forward to the Village Board for consideration at this time. The agreements are identical in form. Copies of the agreements are included as Exhibits to the attached Ordinance. All three properties being considered are currently connected to Village water and sewer services.

Action Requested.

In accordance with the Illinois Compiled Statutes, the Board must hold a public hearing prior to considering the proposed annexation agreements. Notice of a public hearing to consider these annexation agreements was published in the *Daily Herald* on September 25, 2010. In addition, letters providing notification of the Village Board's consideration of the annexation agreements and a copy of the public hearing notice were mailed to the property owners and all others required by state statute on September 23, 2010.

The Village Board is requested to conduct a public hearing and act on the proposed annexation agreements. An Ordinance has been prepared approving the annexation agreements.

Attachments:

- Location Map for subject properties
- Location Map showing all annexation agreements in the Marston area and the 3 agreements being considered for renewal
- Public Hearing Notice
- Letter notifying homeowners of expiration of annexation agreements

- Ordinance (annexation agreements attached)

Cc: Joe Caracci, Public Works Director
Phil Norton, Police Chief

X:\Plandev\PLANNING\ANNEXATIONS\Marston Ave. Annexation Renewals\Village Board Memo 092810.doc

**Supplemental Agenda Information
Village of Glen Ellyn**

Agenda Item Supplemented by Commentary

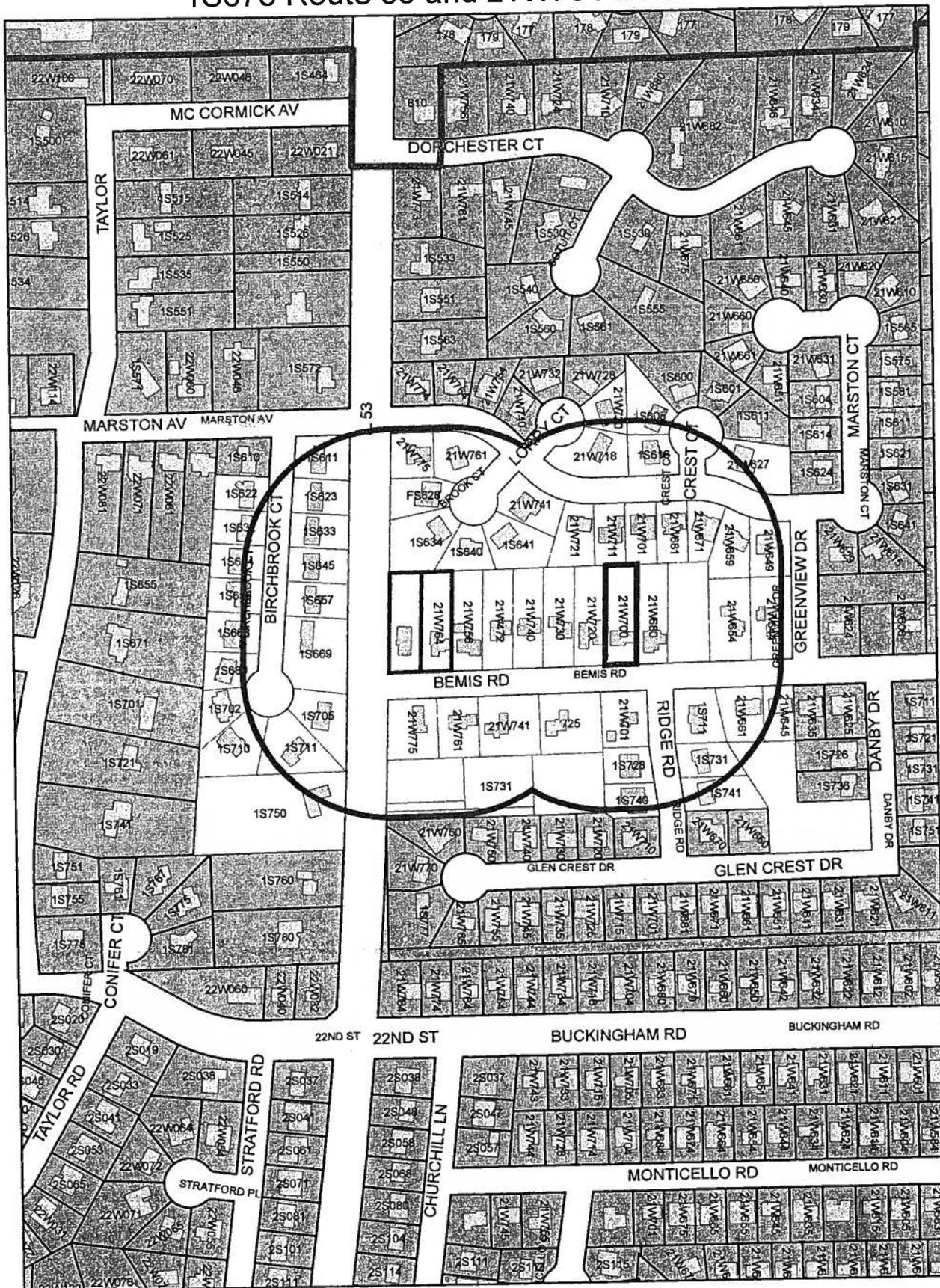
- Pros & Cons
- X Strategic Action Goal
- Downtown Strategic Plan Goal
- Budget Impact/Return on Investment
- Process Improvement
- Green Initiative
- Communication Initiative
- Safety/Liability/Risk Assessment
- Other

Comments:

16.6: Pursue eventual Village boundaries.

The area of Marston Avenue, Birchbrook Court and Bemis Road has a number of annexation agreements, which would be increased with the approval of the three agreements proposed. The Board could then look at the possibility of annexing these properties in the future, in accordance with this Strategic Action Goal.

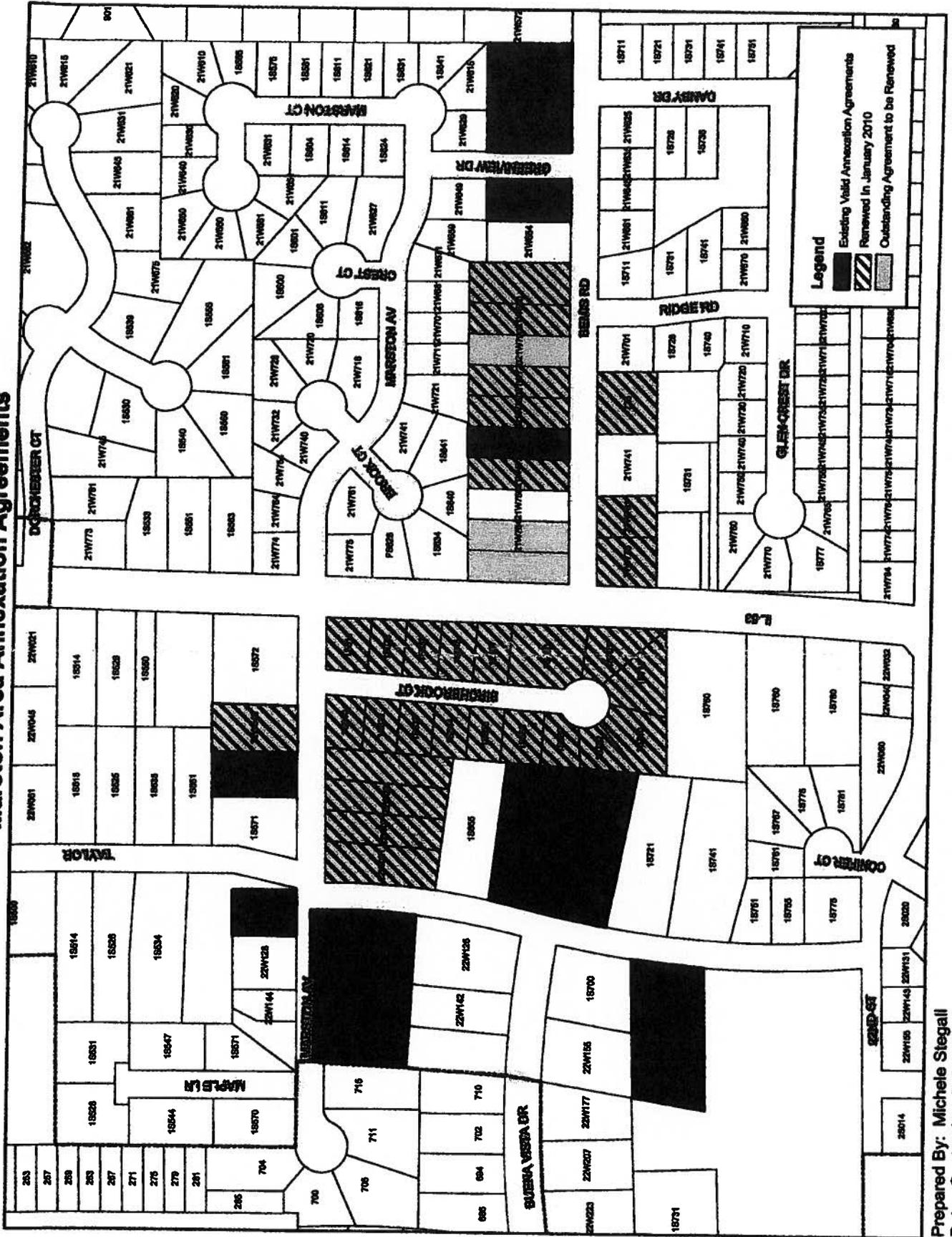
21W700 Bemis Road, 1S675 Route 53 and 21W764 Bemis Road



Prepared By: Michele Stegall
 Date Prepared: September 23, 2010
 0 175 350 700 Feet



Marston Area Annexation Agreements



Prepared By: Michele Stegall
 Date: September 8, 2010

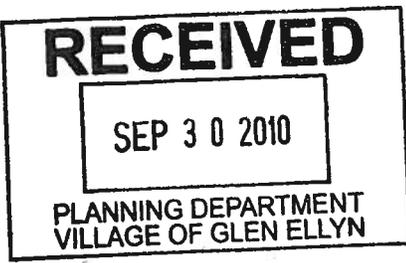
HEARING REGARDING PROPOSED ANNEXATION AGREEMENTS WITH THE VILLAGE OF GLEN ELLYN

In accordance with the Illinois Municipal Code, 65 LCS 5/1-15.1-3 on Monday, October 11, 2010 at 8:00 a.m., the Glen Ellyn Village Board will conduct a public hearing to consider entering into annexation agreements with properties located at 1W700 Bemis Road, 1S675 Route 53 and 21W764 Bemis Road. The Village Board may act on the proposed annexation agreements the same night following the public hearing.

The subject properties are located on the north side of Bemis Road between Ridge Road and Route 53 in unincorporated DuPage County and are not currently contiguous to the Village Limits. The properties are legally described as follows:
 1W700 Bemis Road, THE EAST 75 FEET OF THE WEST 600 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES HEREOF, OF LOT 10 IN RED H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2,013 FEET OF THE NORTHWEST QUARTER (1/4) OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT HEREOF RECORDED OCTOBER 15, 1941, AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS.
 I.N. 05-24-300-039
 5675 Route 53, THE WEST 75 FEET, AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE, OF LOT 10 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2,013 FEET OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT HEREOF RECORDED OCTOBER 15, 1941, AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS.
 I.N. 05-24-300-032

1W764 Bemis Road, ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF DUPAGE, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS THE EAST 75 FEET OF THE WEST 150 FEET, AS MEASURED ON THE NORTH LINE AND THE SOUTH LINE, OF LOT 10 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2,013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS.
 I.N. 05-24-300-033

If persons in the Village of Glen Ellyn who are interested are invited to attend this public hearing to listen and be heard. Copies of the annexation agreements are available for public review at the Planning and Development Department of the Village Center, 535 Duane Street, Glen Ellyn, Illinois. Questions related to the proposed annexation agreement should be directed to Andrew Letson, Planning Director, 630-547-3246. Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting facilities, are requested to contact the Village at least 48 hours in advance of the hearing.
 Andrew Letson, Planning Director
 Village of Glen Ellyn
 Published in Daily Herald
 Sept 25, 2010 (4233753)



CERTIFICATE OF PUBLICATION
 Paddock Publications, Inc.
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Addison, Bensenville, Bloomingdale, Carol Stream, Glendale Heights, Glen Ellyn, Itasca, Keeneyville, Lisle, Lombard, Medinah, Naperville, Oak Brook, Oakbrook Terrace, Roselle, Villa Park, Warrenville, West Chicago, Wheaton, Winfield, Wood Dale

County(ies) of DuPage
 and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published September 25, 2010 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said **PADDOCK PUBLICATIONS, Inc.**, has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Kathleen Egan
 Authorized Agent

Control # 4233753



Village President
Mark Pfefferman

August 17, 2010

James Taylor
21W700 Bemis Road
Glen Ellyn, IL 60137

Re: Annexation Agreement

*****FINAL NOTICE*****

Trustees
Jim Comerford
Peter E. Cooper
Phillip Hartweg
Carl L. Henninger
Peter F. Ladesic
Michelle Z. Thorsell

Dear Mr. Taylor:

Pursuant to previous letters sent by the Village dated November 10, 2009, December 14, 2009, February 25, 2010, March 10, 2010, May 20, 2010, and July 23, 2010 you have been informed on numerous occasions that your annexation agreement expired on May 29, 2010 and that failure to enter into a new annexation agreement will result in the Village discontinuing water and sewer services to your property on August 25, 2010. Please be reminded that if the Planning and Development Department has not received a signed and notarized annexation agreement before **4:30 p.m. on August 25, 2010** the Village will disconnect the property from the Village water and sewer systems.

Village Clerk
Suzanne R. Connors

However, please note if the Planning and Development Department receives a signed annexation agreement before 4:30 p.m. on August 25, 2010 your property will continue to be served with Village services and no further actions will be required. If you choose to submit a signed annexation agreement, please be aware that the Village will still require that you submit a copy of your Plat of Survey and a copy of either your warranty deed or title insurance in order to verify ownership. Please contact the Village immediately if you intend to enter into a new annexation agreement.

Village Manager
Steve Jones

If you have any additional questions about the annexation agreement or water and sewer disconnection, please contact me at 630.547.5250.

Sincerely,

Staci Hulseberg,
Planning and Development Director

Civic Center
535 Duane Street
Glen Ellyn, IL 60137
630 469-5000
Fax 630 469-8849
Web: www.glenellyn.org

Attached: Annexation Agreement

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

Cc: Steve Jones, Village Manager
Stewart Diamond, Village Attorney
Joe Caracci, Public Works Director
Jon Batek, Finance Director
Michele Stegall, Village Planner
Andrew Letson, Planning Intern
Fischer and Shapiro, LLC

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

X:\Plandev\PLANNING\ANNEXATIONS\Marston Ave. Annexation Renewals\Letters\21W700 Bemis 08172010 Draft.docx



Village President
Mark Pfefferman

May 21, 2010

Urszula Klockowska
21W764 Bemis Road
Glen Ellyn, IL 60137

Re: Annexation Agreement

Trustees

Jim Comerford
Peter E. Cooper
Phillip Hartweg
Carl L. Henninger
Peter F. Ladesic
Michelle Z. Thorsell

Dear Ms. Klockowska:

Pursuant to previous letters sent by the Village dated October 26, 2009, December 14, 2009, and February 25, 2010 (attached) you have been informed on numerous occasions that your annexation agreement expired on November 13, 2009 and that failure to enter into a new annexation agreement would result in the Village discontinuing water and sewer services to your property on August 25, 2010. Please be reminded that if a signed annexation agreement is not received on or before **August 1, 2010** the Village is prepared to disconnect the property from the Village water and sewer systems.

Village Clerk
Suzanne R. Connors

However, if the Village receives a signed annexation agreement on or before August 1, 2010 your property will continue to be served with Village services and no further actions will be required. If you choose to submit a signed annexation agreement, please be aware that the Village will still require you to submit a copy of your Plat of Survey and a copy of either your warranty deed or title insurance in order to verify ownership. Please contact the Village immediately if you intend to enter into a new annexation agreement.

Village Manager
Steve Jones

If you have any additional questions about the annexation agreement or water and sewer disconnection, please contact me at 630.547.5250.

Sincerely,

Staci Hulseberg,
Planning and Development Director

Attachments: Letter dated February 25, 2010
Letter dated December 14, 2009
Letter dated October 26, 2009
Annexation Agreement

Cc: Steve Jones, Village Manager
Stewart Diamond, Village Attorney
Joe Caracci, Public Works Director
Michele Stegall, Village Planner
Alex Thorpe, Planning Intern

Civic Center
535 Duane Street
Glen Ellyn, IL 60137
630 469-5000
Fax 630 469-8849
Web: 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

X:\Plandev\PLANNING\ANNEXATIONS\Marston Ave. Annexation Renewals\Letters\21W764 Bemis 05072010.docx



February 25, 2010

Village President
Mark Pfefferman

Nirmala Chinthalapalli
or Current Owner
1S675 Route 53
Glen Ellyn, IL 60137

Trustees

Jim Comerford
Peter E. Cooper
Phillip Hartweg
Carl L. Henninger
Peter F. Ladesic
Michelle Z. Thorsell

****FINAL NOTICE****

Dear Ms. Chinthalapalli,

The Village of Glen Ellyn mailed letters to you in October and December of 2009 notifying you that the annexation agreement for your property has expired. The annexation agreement was entered into in order to receive Village water and sewer services, therefore the Village requested that you enter into a new agreement in order to continue to receive these services.

Village Clerk
Suzanne R. Connors

This letter serves as your **final notice** from the Village requesting renewal of the annexation agreement for your property. Copies of the Village's previous correspondence from October 20, 2009 and December 14, 2009 can be found attached. The Village has not yet received any response. These letters informed you that failure to enter into a new annexation agreement could result in the Village discontinuing water and sewer services. Please be aware that it is the Village's policy to provide Village water and sewer services to unincorporated properties only with a valid annexation agreement. The Village provides services and infrastructure maintenance for water and sewer mains that benefit your property. Therefore, it is expected that the property owners connected to these utilities will maintain a valid annexation agreement.

Village Manager
Steve Jones

Please contact the Village immediately of your intent to enter into a new annexation agreement. If you do not contact the Village within a week of receipt of this letter, it will be assumed that you do not intend to enter into a new annexation agreement and that you will make plans for the Village disconnecting your property from Village water and sewer. The Village understands that you will need time to install alternative services. Therefore, this letter provides notice that, unless you enter into a new annexation agreement, the Village will discontinue water and sewer services to your property six months from the date of this letter, or August 25, 2010. The installation of a new well or septic system for your property will require permits through DuPage County. Please contact the DuPage County Health Department for permit requirements and information.

Civic Center

535 Duane Street
Glen Ellyn, IL 60137
630 469-5000
Fax 630 469-8849
eb: www.glenellyn.org

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

Public Works Department
100 South Lambert Road
630 469-6756
Fax 630 469-3128



Ms. Chinthalapalli
February 25, 2010
Page 2

If you have additional questions about the annexation agreement or water and sewer disconnection, please contact me at 630-547-5241 or Planning Intern Christina Collison at 630-547-5246.

Village President
Mark Pfefferman

Sincerely,

Staci Hulseberg
Director of Planning and Development

Trustees
Jim Comerford
Peter E. Cooper
Phillip Hartweg
Carl L. Henninger
Peter F. Ladesic
Michelle Z. Thorsell

Enclosures: October 20, 2009 letter
December 14, 2009 letter
Annexation Agreement

cc: Steve Jones, Village Manager
Stewart Diamond, Village Attorney
Joe Caracci, Public Works Director
Michele Stegall, Village Planner
Christina Collison, Planning Intern

Village Clerk
Suzanne R. Connors

Village Manager
Steve Jones

Civic Center
535 Duane Street
Glen Ellyn, IL 60137
630 469-5000
Fax 630 469-8849
Web: www.glenellyn.org

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

Public Works Department
100 South Lambert Road
630 469-0756
Fax 630 469-3128

Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Approving Annexation Agreements
for Three Properties located at
1S675 Route 53, 21W764 Bemis Road and 21W700 Bemis Road
Glen Ellyn, IL**

**Adopted by the
President and Board of Trustees of the
Village of Glen Ellyn,
DuPage County, Illinois
This ____ Day of _____, 2010**

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 _____, 2010.

Ordinance No. _____

**An Ordinance Approving Annexation Agreements
for Three Properties located at
1S675 Route 53, 21W764 Bemis Road and 21W700 Bemis Road
Glen Ellyn, IL**

Whereas, the Village of Glen Ellyn previously entered into annexation agreements or agreements to extend Village water and sanitary sewer services with the owners of three (3) properties commonly known as 1S675 Route 53, 21W764 Bemis Road and 21W700 Bemis Road located on Bemis Road between Route 53 and Ridge Road; and

Whereas, the agreements were entered into in order to allow the properties to connect to Village water and sanitary sewer services; and

Whereas, the previous agreements had a term of 20 years and have since expired; and

Whereas, on January 13, 2010 the Village entered into new annexation agreements with 29 properties located in the surrounding area that also had recently expired annexation agreements; and

Whereas, approval of three (3) annexation agreements subject to this Ordinance marks the completion of the Village's efforts to enter into new agreements with properties in this area; and

Whereas, the owners of three (3) properties located on Bemis Road and Route 53 have complied with the Village's request to enter into new annexation agreements in order to continue to receive Village water and sanitary sewer services; and

Whereas, the properties located at 1S675 Route 53, 21W764 Bemis Road and 21W700 Bemis Road are not currently located within the corporate limits of any municipality and are not currently contiguous to the corporate limits of the Village of Glen Ellyn; and

Whereas, the subject properties are legally described as follows:

21W700 Bemis Road, Glen Ellyn, IL: THE EAST 75 FEET OF THE WEST 600 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF,

OF LOT 10 IN FRED H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2,013 FEET OF THE NORTH WEST QUARTER (1/4) OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS. A/K/A LOT 8 IN MOELLERS PLAT OF SURVEY SEC 24 TWP 39 RGE 10.
P.I.N.: 05-24-300-039 and

21W764 Bemis Road, Glen Ellyn, IL: ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF DUPAGE, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS THE EAST 75 FEET OF THE WEST 150 FEET, AS MEASURED ON THE NORTH LINE AND THE SOUTH LINE, OF LOT 10 IN FRED H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS. A/K/A LOT 2 IN MOELLERS PLAT OF SURVEY SEC 24 TWP 39 RGE 10.
P.I.N: 05-24-300-033; and

1S675 Route 53, Glen Ellyn, IL: THE WEST 75 FEET, AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE, OF LOT 10 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2,013 FEET OF THE NORTHWEST ¼ AND THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941, AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS. A/K/A LOT 1 IN MOELLERS PLAT OF SURVEY SEC 24 TWP 39 RGE 10.
P.I.N.: 05-24-300-032; and

Whereas, the record titleholders of each of the subject properties have indicated that they are ready, willing, and able to enter into the annexation agreement, attached hereto as Exhibits "A" through "C" and to bind themselves and their successors in interest to the terms of said annexation agreements; and

Whereas, the Village has issued, delivered and published all statutorily required notices regarding the consideration of the proposed annexation agreements; and

Whereas, in accordance with all statutorily required notices, on October 11, 2010, the Village Board conducted a public hearing on the proposed annexation agreements; and

Whereas, after due investigation and consideration and pursuant to the aforesaid public hearing, the President and Board of Trustees deem it in the best interest of the Village of Glen Ellyn to enter into the annexation agreements, attached hereto as Exhibits “A” through “C”.

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 foregoing recitals and the preambles in the annexation agreements attached hereto as Exhibits “A” through “C” shall be, and are hereby, incorporated into and made a part of this Ordinance as if fully set forth in this Section One.

Section Two: The Village President and Village Clerk are hereby authorized and directed to execute and attest the annexation agreements for 1S675 Route 53, 21W764 Bemis Road and 21W700 Bemis Road, attached hereto as Exhibits “A” through “C” on behalf of the Village of Glen Ellyn.

Section Three: The Village Clerk is hereby authorized and directed to cause said annexation agreements to be recorded with the Recorder of Deeds of DuPage County, upon the proper execution of the same on behalf of all of the parties, together with a certified copy of this Ordinance approving the execution of the annexation agreements on behalf of the Village of Glen Ellyn.

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

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

Ayes:

Nays:

Absent:

Abstentions:

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\ANNEXATIONS\Marston Ave. Annexation Renewals\Ordinance Approving AAs for last 3.doc

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”), is made and entered into this ___ day of _____ 2010, by, between, and among James Taylor and Jean V. Taylor (“Owner”), and the Village of Glen Ellyn (“Village”). The Village and Owner are collectively referred to as (“Parties”).

RECITALS

A. The Owner is the owner of record of a parcel of land commonly known as 21W700 Bemis Road and which is located on the north side of Bemis Road between Illinois Route 53 and Greenview Drive and is not currently contiguous to the Village of Glen Ellyn. The subject property is legally described on Exhibit “A” attached hereto, is identified for real estate purposes as P.I.N. 05-24-300-039 (“Property”), and is currently improved with one single family home.

B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.

C. The Owner and Village previously entered into an annexation agreement on May 29, 2009 in order to permit the extension of water and sanitary sewer service to Owner’s property.

D. The above mentioned agreement had a term of 20 years expires on May 29, 2010.

E. In order to allow the continued and uninterrupted service of Village water and sanitary sewer services to the Property, the Owner and Village have negotiated the terms of a new annexation agreement.

F. Glen Ellyn is willing to allow continued water and future sanitary sewer services to the Property, so long as Owner agrees to petition Glen Ellyn for voluntary annexation upon the Property becoming contiguous to Glen Ellyn, or to cooperate in the filing of a court petition requesting annexation to Glen Ellyn, along with other properties, upon the request of the Village.

G. A public hearing to consider this Agreement was noticed in the *Glen Ellyn News* on _____ and was held by the Village President and Board of Trustees on _____.

H. The Village has published all notices as required in the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. *et seq.*

I. The Owner has agreed that the Property will be zoned in accordance with the R2B Residential District regulations as set forth in Section 10-4-9 of the Glen Ellyn Zoning Code, as the same may be amended from time to time (“Zoning Code”), when it is annexed to the Village to allow the property to be used for a single-family dwelling unit in accordance with the terms and conditions of this Agreement.

J. All other matters, in addition to those specifically referred to above, which are

included by this Agreement, have been considered by the Parties, and the development of the Property for the purposes permitted under the R2B Residential District regulations of the Zoning Code, all in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement and the same shall continue for so long as this Agreement is in full force and effect.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Revised Statutes and the Illinois Constitution.

3. Annexation. Upon notification by the Village that the Property has become, in the opinion of the Village, adjacent and contiguous to the Village, the Owner (if still holding title to any portion of the Property) and each grantee(s) shall within 30 days (a) file a fully executed Annexation Petition in a form approved by the Village Attorney and substantially in accordance with the form of *Exhibit "B"* attached to this agreement, (b) provide Owner's proof of ownership of the Property and, (c) provide a Plat of Annexation acceptable in form and content to the Village Engineer and Village Attorney. Upon, but not before the Village's receipt of the Annexation Petition, the Owner's proof of ownership, and approved Plat of Annexation, the Village's Corporate Authorities shall adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, including all required notices, to be recorded in the Office of the DuPage County Recorder.

Alternatively, at the option of the Village, within 30 days after notice from the Village to do so, and subject to the provisions of 65 ILCS 5/7-1-2 et. seq., or 65 ILCS 5/7-1-11, as amended, the Owner and/or its successors and assigns shall join in, and properly execute, a Petition to be filed with the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and shall cooperate with the prosecution of the Petition before said court, provided, however, that the costs of any such litigation shall not be the responsibility of the Owner.

If all or a portion of the Property is conveyed prior to the annexation of the Property to the Village, whether by the Owner or other subsequent grantor, any contract for sale or other agreement relating to each and every such conveyance shall contain an acknowledgement by the grantee of the existence of this Agreement and the requirement that upon the Property becoming, in the opinion of the Village, adjacent and contiguous to the Village, the Property will be

annexed to the Village. In addition, each such contract or other agreement shall contain an agreement by the grantee(s) to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village, including, but not limited to, execution of an Annexation Petition.

Should a court of competent jurisdiction determine that annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Parties, including the successors and assigns of the Owner, agree to promptly cause the Property to be reannexed to the Village in a manner that satisfies all procedural requirements.

Should a court of competent jurisdiction determine that annexation of the Property by the Village was without lawful authority (i.e., lack of contiguity), the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Property become contiguous to the Village, the Parties, including the successors and assigns of the Owner, agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the Property to the Village.

4. Zoning. Contemporaneous with, or immediately following, the adoption of a valid and binding Annexation Ordinance, the Planning and Development Director shall, without further hearing automatically zone the Property R2B Residential District in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code. Any existing use of the Property, upon annexation, that does not comply with the requirements of that zoning category, may continue to be used for its existing purpose subject to the Village's zoning provisions regarding nonconformities. Because the zoning category to be granted to the Property is that which automatically will be granted pursuant to Section 10-3-3, the process under which this Agreement was entered into did not include a public hearing before the Glen Ellyn Plan Commission. The zoning category to be granted to this Property will therefore be automatically established and the designation will appear in the next version of the Village's zoning map.

5. Water and Sewer Service. Glen Ellyn agrees to permit the continuation of water and connection to sewer services to the Property. In the event that the Owner fails to petition Glen Ellyn for annexation in accordance with Section 3 above or fails to comply with any other provision of this Annexation Agreement, Glen Ellyn may, at its sole option, discontinue water and sewer services to the Property and enforce this agreement in a court of appropriate jurisdiction by specific performance.

6. Rates for Water and Sanitary Sewer Service. Until such time as the Property is annexed to Glen Ellyn, Owner agrees to pay the usual and customary charges for water and sanitary sewer service for customers outside Glen Ellyn limits, as may be established from time to time by the Corporate authorities of Glen Ellyn.

7. Village Codes. While the Property remains in unincorporated DuPage County, it shall be developed pursuant to the building and zoning regulations of DuPage County, except as otherwise provided herein. From and after the date of annexation of the Property to the Village,

the property shall be used and maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including the building, subdivision, and zoning regulations contained therein.

8. Fire Protection. Even before annexation, the Property shall comply with the Village's Fire Suppression Sprinkler requirements. Any new home constructed on the Property shall have a fire suppression sprinkler system. Before commencing construction, the Owner shall receive approval from the Village of the fire suppression sprinkler system design to be installed in the home. The Owner will permit the Village to inspect the installation of the fire suppression sprinkler system and shall pay an inspection fee of \$300. Any new residence shall not be occupied until the Village Inspector approves the fire suppression sprinkler system installation. If an addition is constructed to any existing residence on the Property, a fire suppression sprinkler system must be installed if required by the Village building code for the class of the addition. If the Village building code requires installation of a fire suppression system for any addition to an existing structure on the Property, the provisions for permit, inspection and occupancy set forth herein above in this Section shall also apply to the construction of the addition.

9. Village Address. Upon annexation to the Village, the Village will assign the appropriate Village address to the Property.

10. Annexation Fee. The Village agrees to waive its usual and customary annexation fee for the Property upon annexation into the Village.

11. Term. The term of this Agreement will be 20 years from the date of execution hereof, which will be deemed to become effective on the date hereof.

12. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owner may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provide not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the

Property or any portion of the Property for which the Village desires to terminate any such utility service.

13. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement will be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Remedies. In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that the Owner fails to comply, the Village may institute an action for specific performance along with other civil and quasi-criminal actions as permitted by law, and the Village may disconnect the water service. The Owner will be further liable for any attorney fees, court costs and other costs incurred by the Village as a consequence of the Village's enforcement of this provision.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to Statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

E. Enforcement. This agreement shall be enforceable in any court of competent jurisdiction by either the Owner or the Village, and their respective successors and assigns, by an appropriate action at law or in equity, to secure the performance of the promises, obligations, and covenants in this Agreement, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against the Village of Glen Ellyn, or its officers, employees or independent contractors, may only seek injunction, mandamus or specific performance for the enforcement of the agreement and may not seek damages.

F. Successors and Assigns and Ownership. This agreement shall inure to the benefit of and be binding upon the Owner and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Owner of its duties and obligations already undertaken under this Agreement. Both parties acknowledge by their signature to this Agreement that the statements made in this Annexation Agreement are true and that they have the authority to execute the Agreement and to bind the Village or the Owners.

G. Application of Ordinances. Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as herein set forth.

H. Recording. The Village Clerk is hereby directed to cause this Agreement

to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Owner shall not petition the Circuit court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term. In addition, the Owner may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

J. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

14. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Planning and Development Director

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on _____, 2010.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

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

BY: _____
Village President

ATTEST:

BY: _____
Village Clerk

OWNER:

James Taylor
21 W 700 Bemis Rd
Glen Ellyn, IL 60137

OWNER:

James Taylor Sean V. Taylor
21 W 700 Bemis Rd.
Glen Ellyn, IL 60137 9/9/10

BY: _____

SUBSCRIBED AND SWORN to
before me this 7th day of
September, 2010.

Staci Hulseberg
Notary Public

Subscribed + Sworn to
before me this 9th day
of September, 2010.

Debbie L. Clewlow
Notary Public

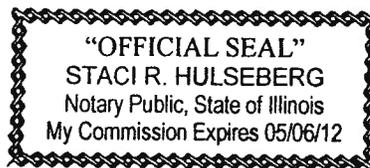


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Owner: James and Jean V. Taylor

Address: 21 W700 Bemis Road

P.I.N.: 05-24-300-39

Legal Description:

THE EAST 75 FEET OF THE WEST 600 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, OF LOT 10 IN FRED H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2,013 FEET OF THE NORTH WEST QUARTER (1/4) OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS. A/K/A LOT 8 IN MOELLERS PLAT OF SURVEY SEC 24 TWP 39 RGE 10.

EXHIBIT B

ANNEXATION PETITION

TO THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF GLEN ELLYN
DUPAGE COUNTY

The undersigned Petitioner(s) ("PETITIONER(S)") being first duly sworn on oath, hereby respectfully represent and petition as follows:

1. This Petition is presented to the Village of Glen Ellyn pursuant to 65 ILCS 5/7- 1-8.
2. The subject of this Petition is a tract of real estate in unincorporated DuPage County, commonly known as 21 W700 Bemis Road and legally described on Exhibit "A" attached hereto and incorporated herein (the "SUBJECT REALTY").
3. This Petition is executed by all the owner(s) of record of the SUBJECT REALTY.
4. No part of the SUBJECT REALTY is within the corporate limits of any municipality.
5. The SUBJECT REALTY is contiguous to the Village of Glen Ellyn or will be at the time of annexation
6. No electors reside on the SUBJECT REALTY or, in the alternative, at least fifty-one percent (51%) of the electors residing on the SUBJECT REALTY have executed this Petition.
7. This Petition is made subject to the conditions hereinafter stated.

THE PETITIONER(S) HEREBY STATE AND REQUEST:

- A. That the SUBJECT REALTY be annexed to the Village of Glen Ellyn by Ordinance passed and approved by the Village President and Village Board of the Village pursuant to 65 ILCS 5/7- 1-8.
- B. That the annexation requested herein is contingent upon the Village of Glen Ellyn and PETITIONER(S) entering into a mutually agreeable Annexation Agreement concerning the SUBJECT REALTY to govern the annexation and development of the SUBJECT REALTY in a manner satisfactory to PETITIONER(S) (and subject to the terms and conditions stated therein), all in accordance with Section 11-15.1-1 et seq. of the Illinois Municipal Code.

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement"), is made and entered into this ___ day of _____ 2010, by, between, and among Urszula Klockowska ("Owner"), and the Village of Glen Ellyn ("Village"). The Village and Owner are collectively referred to as ("Parties").

RECITALS

A. The Owner is the owner of record of a parcel of land commonly known as 21W764 Bemis Road and which is located on the north side of Bemis Road between Illinois Route 53 and Greenview Drive and is not currently contiguous to the Village of Glen Ellyn. The subject property is legally described on Exhibit "A" attached hereto, is identified for real estate purposes as P.I.N. 05-24-300-033 ("Property"), and is currently improved with one single family home.

B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.

C. The Owner and Village previously entered into an annexation agreement on November 13, 1989 in order to permit the extension of water and sanitary sewer service to Owner's property.

D. The above mentioned agreement had a term of 20 years expired on November 13, 2009.

E. In order to allow the continued and uninterrupted service of Village water and sanitary sewer services to the Property, the Owner and Village have negotiated the terms of a new annexation agreement.

F. Glen Ellyn is willing to allow continued water and future sanitary sewer services to the Property, so long as Owner agrees to petition Glen Ellyn for voluntary annexation upon the Property becoming contiguous to Glen Ellyn, or to cooperate in the filing of a court petition requesting annexation to Glen Ellyn, along with other properties, upon the request of the Village.

G. A public hearing to consider this Agreement was noticed in the *Glen Ellyn News* on _____ and was held by the Village President and Board of Trustees on _____.

H. The Village has published all notices as required in the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. *et seq.*

I. The Owner has agreed that the Property will be zoned in accordance with the R2B Residential District regulations as set forth in Section 10-4-9 of the Glen Ellyn Zoning Code, as the same may be amended from time to time ("Zoning Code"), when it is annexed to the Village to allow the property to be used for a single-family dwelling unit in accordance with the terms and conditions of this Agreement.

J. All other matters, in addition to those specifically referred to above, which are

included by this Agreement, have been considered by the Parties, and the development of the Property for the purposes permitted under the R2B Residential District regulations of the Zoning Code, all in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement and the same shall continue for so long as this Agreement is in full force and effect.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Revised Statutes and the Illinois Constitution.

3. Annexation. Upon notification by the Village that the Property has become, in the opinion of the Village, adjacent and contiguous to the Village, the Owner (if still holding title to any portion of the Property) and each grantee(s) shall within 30 days (a) file a fully executed Annexation Petition in a form approved by the Village Attorney and substantially in accordance with the form of *Exhibit "B"* attached to this agreement, (b) provide Owner's proof of ownership of the Property and, (c) provide a Plat of Annexation acceptable in form and content to the Village Engineer and Village Attorney. Upon, but not before the Village's receipt of the Annexation Petition, the Owner's proof of ownership, and approved Plat of Annexation, the Village's Corporate Authorities shall adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, including all required notices, to be recorded in the Office of the DuPage County Recorder.

Alternatively, at the option of the Village, within 30 days after notice from the Village to do so, and subject to the provisions of 65 ILCS 5/7-1-2 et. seq., or 65 ILCS 5/7-1-11, as amended, the Owner and/or its successors and assigns shall join in, and properly execute, a Petition to be filed with the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and shall cooperate with the prosecution of the Petition before said court, provided, however, that the costs of any such litigation shall not be the responsibility of the Owner.

If all or a portion of the Property is conveyed prior to the annexation of the Property to the Village, whether by the Owner or other subsequent grantor, any contract for sale or other agreement relating to each and every such conveyance shall contain an acknowledgement by the grantee of the existence of this Agreement and the requirement that upon the Property becoming, in the opinion of the Village, adjacent and contiguous to the Village, the Property will be

annexed to the Village. In addition, each such contract or other agreement shall contain an agreement by the grantee(s) to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village, including, but not limited to, execution of an Annexation Petition.

Should a court of competent jurisdiction determine that annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Parties, including the successors and assigns of the Owner, agree to promptly cause the Property to be reannexed to the Village in a manner that satisfies all procedural requirements.

Should a court of competent jurisdiction determine that annexation of the Property by the Village was without lawful authority (i.e., lack of contiguity), the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Property become contiguous to the Village, the Parties, including the successors and assigns of the Owner, agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the Property to the Village.

4. Zoning. Contemporaneous with, or immediately following, the adoption of a valid and binding Annexation Ordinance, the Planning and Development Director shall, without further hearing automatically zone the Property R2B Residential District in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code. Any existing use of the Property, upon annexation, that does not comply with the requirements of that zoning category, may continue to be used for its existing purpose subject to the Village's zoning provisions regarding nonconformities. Because the zoning category to be granted to the Property is that which automatically will be granted pursuant to Section 10-3-3, the process under which this Agreement was entered into did not include a public hearing before the Glen Ellyn Plan Commission. The zoning category to be granted to this Property will therefore be automatically established and the designation will appear in the next version of the Village's zoning map.

5. Water and Sewer Service. Glen Ellyn agrees to permit the continuation of water and connection to sewer services to the Property. In the event that the Owner fails to petition Glen Ellyn for annexation in accordance with Section 3 above or fails to comply with any other provision of this Annexation Agreement, Glen Ellyn may, at its sole option, discontinue water and sewer services to the Property and enforce this agreement in a court of appropriate jurisdiction by specific performance.

6. Rates for Water and Sanitary Sewer Service. Until such time as the Property is annexed to Glen Ellyn, Owner agrees to pay the usual and customary charges for water and sanitary sewer service for customers outside Glen Ellyn limits, as may be established from time to time by the Corporate authorities of Glen Ellyn.

7. Village Codes. While the Property remains in unincorporated DuPage County, it shall be developed pursuant to the building and zoning regulations of DuPage County, except as otherwise provided herein. From and after the date of annexation of the Property to the Village,

the property shall be used and maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including the building, subdivision, and zoning regulations contained therein.

8. Fire Protection. Even before annexation, the Property shall comply with the Village's Fire Suppression Sprinkler requirements. Any new home constructed on the Property shall have a fire suppression sprinkler system. Before commencing construction, the Owner shall receive approval from the Village of the fire suppression sprinkler system design to be installed in the home. The Owner will permit the Village to inspect the installation of the fire suppression sprinkler system and shall pay an inspection fee of \$300. Any new residence shall not be occupied until the Village Inspector approves the fire suppression sprinkler system installation. If an addition is constructed to any existing residence on the Property, a fire suppression sprinkler system must be installed if required by the Village building code for the class of the addition. If the Village building code requires installation of a fire suppression system for any addition to an existing structure on the Property, the provisions for permit, inspection and occupancy set forth herein above in this Section shall also apply to the construction of the addition.

9. Village Address. Upon annexation to the Village, the Village will assign the appropriate Village address to the Property.

10. Annexation Fee. At the time of annexation, the Owner shall pay an annexation fee to the Village in the amount of \$250.

11. Term. The term of this Agreement will be 20 years from the date of execution hereof, which will be deemed to become effective on the date hereof.

12. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owner may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provide not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the

Property or any portion of the Property for which the Village desires to terminate any such utility service.

13. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement will be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Remedies. In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that the Owner fails to comply, the Village may institute an action for specific performance along with other civil and quasi-criminal actions as permitted by law, and the Village may disconnect the water service. The Owner will be further liable for any attorney fees, court costs and other costs incurred by the Village as a consequence of the Village's enforcement of this provision.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to Statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

E. Enforcement. This agreement shall be enforceable in any court of competent jurisdiction by either the Owner or the Village, and their respective successors and assigns, by an appropriate action at law or in equity, to secure the performance of the promises, obligations, and covenants in this Agreement, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against the Village of Glen Ellyn, or its officers, employees or independent contractors, may only seek injunction, mandamus or specific performance for the enforcement of the agreement and may not seek damages.

F. Successors and Assigns and Ownership. This agreement shall inure to the benefit of and be binding upon the Owner and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Owner of its duties and obligations already undertaken under this Agreement. Both parties acknowledge by their signature to this Agreement that the statements made in this Annexation Agreement are true and that they have the authority to execute the Agreement and to bind the Village or the Owners.

G. Application of Ordinances. Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as herein set forth.

H. Recording. The Village Clerk is hereby directed to cause this Agreement

to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Owner shall not petition the Circuit court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term. In addition, the Owner may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

J. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

14. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Planning and Development Director

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

21W764 Bemis Rd
Glen Ellyn, IL 60137

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on _____, 2010.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

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

OWNER:



Urszula Klockowska

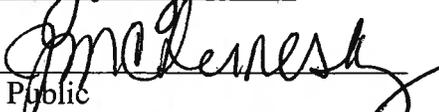
BY: _____
Village President

ATTEST:

BY: _____
Suzanne R. Connors, Village Clerk

BY: _____

SUBSCRIBED AND SWORN to
before me this 15 day of
July, 2010.



Notary Public



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Owner: Urszula Klockowska

Address: 21 W764 Bemis Road

P.I.N.: 05-24-300-033

Legal Description: ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF DUPAGE, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS THE EAST 75 FEET OF THE WEST 150 FEET, AS MEASURED ON THE NORTH LINE AND THE SOUTH LINE, OF LOT 10 IN FRED H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941 AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS. A/K/A LOT 2 IN MOELLERS PLAT OF SURVEY SEC 24 TWP 39 RGE 10.

EXHIBIT B

ANNEXATION PETITION

TO THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF GLEN ELLYN
DUPAGE COUNTY

The undersigned Petitioner(s) (“PETITIONER(S)”) being first duly sworn on oath, hereby respectfully represent and petition as follows:

1. This Petition is presented to the Village of Glen Ellyn pursuant to 65 ILCS 5/7- 1-8.
2. The subject of this Petition is a tract of real estate in unincorporated DuPage County, commonly known as _____ and legally described on Exhibit “A” attached hereto and incorporated herein (the “SUBJECT REALTY”).
3. This Petition is executed by all the owner(s) of record of the SUBJECT REALTY.
4. No part of the SUBJECT REALTY is within the corporate limits of any municipality.
5. The SUBJECT REALTY is contiguous to the Village of Glen Ellyn or will be at the time of annexation
6. No electors reside on the SUBJECT REALTY or, in the alternative, at least fifty-one percent (51%) of the electors residing on the SUBJECT REALTY have executed this Petition.
7. This Petition is made subject to the conditions hereinafter stated.

THE PETITIONER(S) HEREBY STATE AND REQUEST:

- A. That the SUBJECT REALTY be annexed to the Village of Glen Ellyn by Ordinance passed and approved by the Village President and Village Board of the Village pursuant to 65 ILCS 5/7- 1-8.
- B. That the annexation requested herein is contingent upon the Village of Glen Ellyn and PETITIONER(S) entering into a mutually agreeable Annexation Agreement concerning the SUBJECT REALTY to govern the annexation and development of the SUBJECT REALTY in a manner satisfactory to PETITIONER(S) (and subject to the terms and conditions stated therein), all in accordance with Section 11-15.1-1 et seq. of the Illinois Municipal Code.

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”), is made and entered into this ___ day of _____ 2009, by, between, and among Nirmala Chinthalapalli (“Owner”), and the Village of Glen Ellyn (“Village”). The Village and Owner are collectively referred to as (“Parties”).

RECITALS

A. The Owner is the owner of record of a parcel of land commonly known as 1S675 Route 53 and which is located on the east side of Illinois Route 53 between Bemis Road and Marston Avenue and is not currently contiguous to the Village of Glen Ellyn. The subject property is legally described on Exhibit “A” attached hereto, is identified for real estate purposes as P.I.N. 05-24-300-032 (“Property”), and is currently improved with one single family home.

B. The Village is an Illinois home rule municipal corporation, having its principal office at 535 Duane Street, Glen Ellyn, Illinois.

C. The Owner and Village previously entered into an agreement to extend sewer and water services on April 13, 1987 in order to permit the extension of water and sanitary sewer service to Owner’s property.

D. The above mentioned agreement had a term of 20 years and expired on April 13, 2007.

E. In order to allow the continued and uninterrupted service of Village water and sanitary sewer services to the Property, the Owner and Village have negotiated the terms of a new annexation agreement.

F. Glen Ellyn is willing to allow continued water and sanitary sewer services to the Property, so long as Owner agrees to petition Glen Ellyn for voluntary annexation upon the Property becoming contiguous to Glen Ellyn, or to cooperate in the filing of a court petition requesting annexation to Glen Ellyn, along with other properties, upon the request of the Village.

G. A public hearing to consider this Agreement was noticed in the *Glen Ellyn News* on _____ and was held by the Village President and Board of Trustees on _____.

H. The Village has published all notices as required in the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. *et seq.*

I. The Owner has agreed that the Property will be zoned in accordance with the R2B Residential District regulations as set forth in Section 10-4-9 of the Glen Ellyn Zoning Code, as the same may be amended from time to time (“Zoning Code”), when it is annexed to the Village to allow the property to be used for a single-family dwelling unit in accordance with the terms and conditions of this Agreement.

J. All other matters, in addition to those specifically referred to above, which are included by this Agreement, have been considered by the Parties, and the development of the

Property for the purposes permitted under the R2B Residential District regulations of the Zoning Code, all in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, extending the corporate limits and jurisdiction of the Village to the limits of the Property, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement and the same shall continue for so long as this Agreement is in full force and effect.

2. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Glen Ellyn Village Code, and its home rule powers, as established in the Illinois Revised Statutes and the Illinois Constitution.

3. Annexation. Upon notification by the Village that the Property has become, in the opinion of the Village, adjacent and contiguous to the Village, the Owner (if still holding title to any portion of the Property) and each grantee(s) shall within 30 days (a) file a fully executed Annexation Petition in a form approved by the Village Attorney and substantially in accordance with the form of *Exhibit "B"* attached to this agreement, (b) provide Owner's proof of ownership of the Property and, (c) provide a Plat of Annexation acceptable in form and content to the Village Engineer and Village Attorney. Upon, but not before the Village's receipt of the Annexation Petition, the Owner's proof of ownership, and approved Plat of Annexation, the Village's Corporate Authorities shall adopt a valid and binding Annexation Ordinance providing for the annexation of the Property and any adjacent rights-of-way to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Village Clerk shall then promptly cause the Annexation Ordinance, Plat of Annexation, and related documents, including all required notices, to be recorded in the Office of the DuPage County Recorder.

Alternatively, at the option of the Village, within 30 days after notice from the Village to do so, and subject to the provisions of 65 ILCS 5/7-1-2 et. seq., or 65 ILCS 5/7-1-11, as amended, the Owner and/or her successors and assigns shall join in, and properly execute, a Petition to be filed with the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and shall cooperate with the prosecution of the Petition before said court, provided, however, that the costs of any such litigation shall not be the responsibility of the Owner.

If all or a portion of the Property is conveyed prior to the annexation of the Property to the Village, whether by the Owner or other subsequent grantor, any contract for sale or other agreement relating to each and every such conveyance shall contain an acknowledgement by the grantee of the existence of this Agreement and the requirement that upon the Property becoming, in the opinion of the Village, adjacent and contiguous to the Village, the Property will be annexed to the Village. In addition, each such contract or other agreement shall contain an

agreement by the grantee(s) to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village, including, but not limited to, execution of an Annexation Petition.

Should a court of competent jurisdiction determine that annexation of the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Property, the Parties, including the successors and assigns of the Owner, agree to promptly cause the Property to be reannexed to the Village in a manner that satisfies all procedural requirements.

Should a court of competent jurisdiction determine that annexation of the Property by the Village was without lawful authority (i.e., lack of contiguity), the Parties agree that this Agreement shall be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Property become contiguous to the Village, the Parties, including the successors and assigns of the Owner, agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the Property to the Village.

4. Zoning. Contemporaneous with, or immediately following, the adoption of a valid and binding Annexation Ordinance, the Planning and Development Director shall, without further hearing automatically zone the Property R2B Residential District in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code. Any existing use of the Property, upon annexation, that does not comply with the requirements of that zoning category, may continue to be used for its existing purpose subject to the Village's zoning provisions regarding nonconformities. Because the zoning category to be granted to the Property is that which automatically will be granted pursuant to Section 10-3-3, the process under which this Agreement was entered into did not include a public hearing before the Glen Ellyn Plan Commission. The zoning category to be granted to this Property will therefore be automatically established and the designation will appear in the next version of the Village's zoning map.

5. Water and Sewer Service. Glen Ellyn agrees to permit the continuation of water and sewer services to the Property. In the event that the Owner fails to petition Glen Ellyn for annexation in accordance with Section 3 above or fails to comply with any other provision of this Annexation Agreement, Glen Ellyn may, at its sole option, discontinue water and sewer services to the Property and enforce this agreement in a court of appropriate jurisdiction by specific performance.

6. Rates for Water and Sanitary Sewer Service. Until such time as the Property is annexed to Glen Ellyn, Owner agrees to pay the usual and customary charges for water and sanitary sewer service for customers outside Glen Ellyn limits, as may be established from time to time by the Corporate authorities of Glen Ellyn.

7. Village Codes. While the Property remains in unincorporated DuPage County, it shall be developed pursuant to the building and zoning regulations of DuPage County, except as otherwise provided herein. From and after the date of annexation of the Property to the Village, the property shall be used and maintained in accordance with and pursuant to the Village Code of Glen Ellyn, including the building, subdivision, and zoning regulations contained therein.

8. Fire Protection. Even before annexation, the Property shall comply with the Village's Fire Suppression Sprinkler requirements. Any new home constructed on the Property shall have a fire suppression sprinkler system. Before commencing construction, the Owner shall receive approval from the Village of the fire suppression sprinkler system design to be installed in the home. The Owner will permit the Village to inspect the installation of the fire suppression sprinkler system and shall pay an inspection fee of \$300. Any new residence shall not be occupied until the Village Inspector approves the fire suppression sprinkler system installation. If an addition is constructed to any existing residence on the Property, a fire suppression sprinkler system must be installed if required by the Village building code for the class of the addition. If the Village building code requires installation of a fire suppression system for any addition to an existing structure on the Property, the provisions for permit, inspection and occupancy set forth herein above in this Section shall also apply to the construction of the addition.

9. Village Address. Upon annexation to the Village, the Village will assign the appropriate Village address to the Property.

10. Annexation Fee. At the time of annexation, the Owner shall pay an annexation fee to the Village in the amount of \$250.

11. Term. The term of this Agreement will be 20 years from the date of execution hereof, which will be deemed to become effective on the date hereof.

12. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute opinion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section, and if the property has not been annexed to the Village at this Agreement's initial termination date, the Village and the Owner may enter into a new Annexation Agreement in the manner provided by law. If the Village has been providing utility services to the non-annexed Property or any non-annexed portions of the Property pursuant to this Agreement, it may terminate such utility service at the conclusion of this Agreement; provided, however, that the Village provide not less than one year prior written notice of such termination to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village desires to terminate any such utility service or (ii) to the record title holder of the Property or any portion of the Property for which the Village desires to terminate any such utility service.

13. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement will be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Remedies. In addition to all rights and remedies specified in this Agreement, the Village will have the authority to pursue any and all rights and remedies, at law or in equity, to which it is entitled in order to enforce the terms of this Agreement. In the event that the Owner fails to comply, the Village may institute an action for specific performance along with other civil and quasi-criminal actions as permitted by law, and the Village may disconnect the water service. The Owner will be further liable for any attorney fees, court costs and other costs incurred by the Village as a consequence of the Village's enforcement of this provision.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to Statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

E. Enforcement. This agreement shall be enforceable in any court of competent jurisdiction by either the Owner or the Village, and their respective successors and assigns, by an appropriate action at law or in equity, to secure the performance of the promises, obligations, and covenants in this Agreement, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. Any lawsuit enforcement filed against the Village of Glen Ellyn, or its officers, employees or independent contractors, may only seek injunction, mandamus or specific performance for the enforcement of the agreement and may not seek damages.

F. Successors and Assigns. This agreement shall inure to the benefit of and be binding upon the Owner and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Owner of its duties and obligations already undertaken under this Agreement.

G. Application of Ordinances. Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as herein set forth.

H. Recording. The Village Clerk is hereby directed to cause this Agreement to be recorded with the Recorder of Deeds of DuPage County, following its execution and approval by the Village Board.

I. No Disconnection. Once the Property subject to this Annexation Agreement has been annexed to the Village, the Owner shall not petition the Circuit court

to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term. In addition, the Owner may not during the term of this Annexation Agreement petition any other municipality or a court to permit annexation to another municipality.

J. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

14. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Planning and Development Director

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on _____, 2009.

VILLAGE OF GLEN ELLYN
A Municipal Corporation:

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

OWNER:

Nirmala
Nirmala Chinthalapalli

BY: _____
Village President

ATTEST:

BY: _____
Andrea Draths, Village Clerk

BY: _____

SUBSCRIBED AND SWORN to
before me this 3rd day of
March - 2010, ~~2009~~.

Benjamin T. Chettupally
Notary Public



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Owner: Nirmala Chinthalapalli

Address: 1S675 Route 53

P.I.N.: 05-24-300-032

Legal Description: THE WEST 75 FEET, AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE, OF LOT 10 IN FREDERICK H. BARTLETT'S SUNNYSIDE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 2,013 FEET OF THE NORTHWEST $\frac{1}{4}$ AND THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1941, AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS. A/K/A LOT 1 IN MOELLERS PLAT OF SURVEY SEC 24 TWP 39 RGE 10.

EXHIBIT B

ANNEXATION PETITION

TO THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF GLEN ELLYN
DUPAGE COUNTY

The undersigned Petitioner(s) ("PETITIONER(S)") being first duly sworn on oath, hereby respectfully represent and petition as follows:

1. This Petition is presented to the Village of Glen Ellyn pursuant to 65 ILCS 5/7- 1-8.
2. The subject of this Petition is a tract of real estate in unincorporated DuPage County, commonly known as _____ and legally described on Exhibit "A" attached hereto and incorporated herein (the "SUBJECT REALTY").
3. This Petition is executed by all the owner(s) of record of the SUBJECT REALTY.
4. No part of the SUBJECT REALTY is within the corporate limits of any municipality.
5. The SUBJECT REALTY is contiguous to the Village of Glen Ellyn or will be at the time of annexation
6. No electors reside on the SUBJECT REALTY or, in the alternative, at least fifty-one percent (51%) of the electors residing on the SUBJECT REALTY have executed this Petition.
7. This Petition is made subject to the conditions hereinafter stated.

THE PETITIONER(S) HEREBY STATE AND REQUEST:

- A. That the SUBJECT REALTY be annexed to the Village of Glen Ellyn by Ordinance passed and approved by the Village President and Village Board of the Village pursuant to 65 ILCS 5/7- 1-8.
- B. That the annexation requested herein is contingent upon the Village of Glen Ellyn and PETITIONER(S) entering into a mutually agreeable Annexation Agreement concerning the SUBJECT REALTY to govern the annexation and development of the SUBJECT REALTY in a manner satisfactory to PETITIONER(S) (and subject to the terms and conditions stated therein), all in accordance with Section 11-15.1-1 et seq. of the Illinois Municipal Code.

MEMORANDUM

TO: Steve Jones, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Michele Stegall, Village Planner *MS*

DATE: September 27, 2010

FOR: October 11, 2010 Village Board meeting

SUBJECT: 497 Pennsylvania Avenue - Treasure House
Preliminary and Final PUD and Exterior Appearance

A-9

Requests: Metropolitan Family Services, owner of the Treasure House located at 497 Pennsylvania Avenue, is requesting approval of a Special Use Permit for a Preliminary and Final Planned Unit Development Plan for a 3,136 square foot addition proposed on the rear of the existing building. The petitioner is also requesting Exterior Appearance approval for the addition as well as proposed renovations to the front façade.

The existing building is a 3,119-square foot one-story building. Therefore, the project would double the square footage of the building. The proposed addition, while technically considered a 1-story addition, will include a mezzanine level that would give the building a 2-story appearance. The primary purpose of the addition would be to provide additional sales area for the store. The proposed façade renovations include the installation of a new storefront window system and awning. The subject property is located on the south side of Pennsylvania Avenue between Main Street and Glenwood Avenue in the C5A Central Business District, Central Retail Core. In order to accommodate the project, the petitioner is specifically requesting approval of the following:

1. A Special Use Permit for a Preliminary and Final Planned Unit Development Plan in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code with a deviation from Section 10-5-5(B)4(38) of the Zoning Code to allow the absence of a trash enclosure on the property.
2. Exterior Appearance approval in accordance with the Appearance Review Guidelines adopted on October 9, 2006 by Ordinance 5508.

Architectural Review Commission Recommendation: The Architectural Review Commission considered the petitioner's request for Exterior Appearance approval at a public meeting on September 22, 2010. No members of the public spoke at the meeting either in favor of or in opposition to the request. By a vote of 5-0, the Architectural Review Commission recommended approval of the proposed Exterior Appearance subject to the following conditions:

- A. The project shall be constructed and maintained in substantial conformance with the plans presented at the September 22, 2010 Architectural Review Commission meeting.
- B. The petitioner is encouraged to align the color of the existing building with the color of the addition in the future.
- C. The design of the window system west of the front door shall match the design of the window system on the east side of the front door with 3 panes of glass located over 2 panes of glass.

Plan Commission Recommendation: The Plan Commission considered the petitioner's request for approval of a Special Use Permit for a Preliminary and Final Planned Unit Development Plan at a public hearing on September 23, 2010. No members of the public spoke at the meeting either in favor of or in opposition to the request. By a vote of 8-0, the Plan Commission recommended approval of the requested Special Use Permit for a Preliminary and Final Planned Unit Development Plan subject to the following conditions:

- A. The project shall be constructed and maintained in substantial conformance with the plans as submitted and the testimony presented at the September 23, 2010 Plan Commission meeting.
- B. That a good faith effort is made by the petitioner to reach an agreement with the tenants in the 499 Pennsylvania Avenue building regarding trash as was agreed to at the August 31, 2010 meeting between the petitioner and tenants of the 499 building.
- C. That prior to the issuance of a building permit, evidence is submitted that the petitioner has the right to enter the property at 499 Pennsylvania Avenue for the purpose of construction.
- D. That the 5-foot wide area in the rear of the building shall not be used for the storage of any materials and shall be maintained free and clear of any obstructions, including vegetation, and cleared of snow and ice at all times.
- E. That a motion activated light is installed on the rear of the addition.

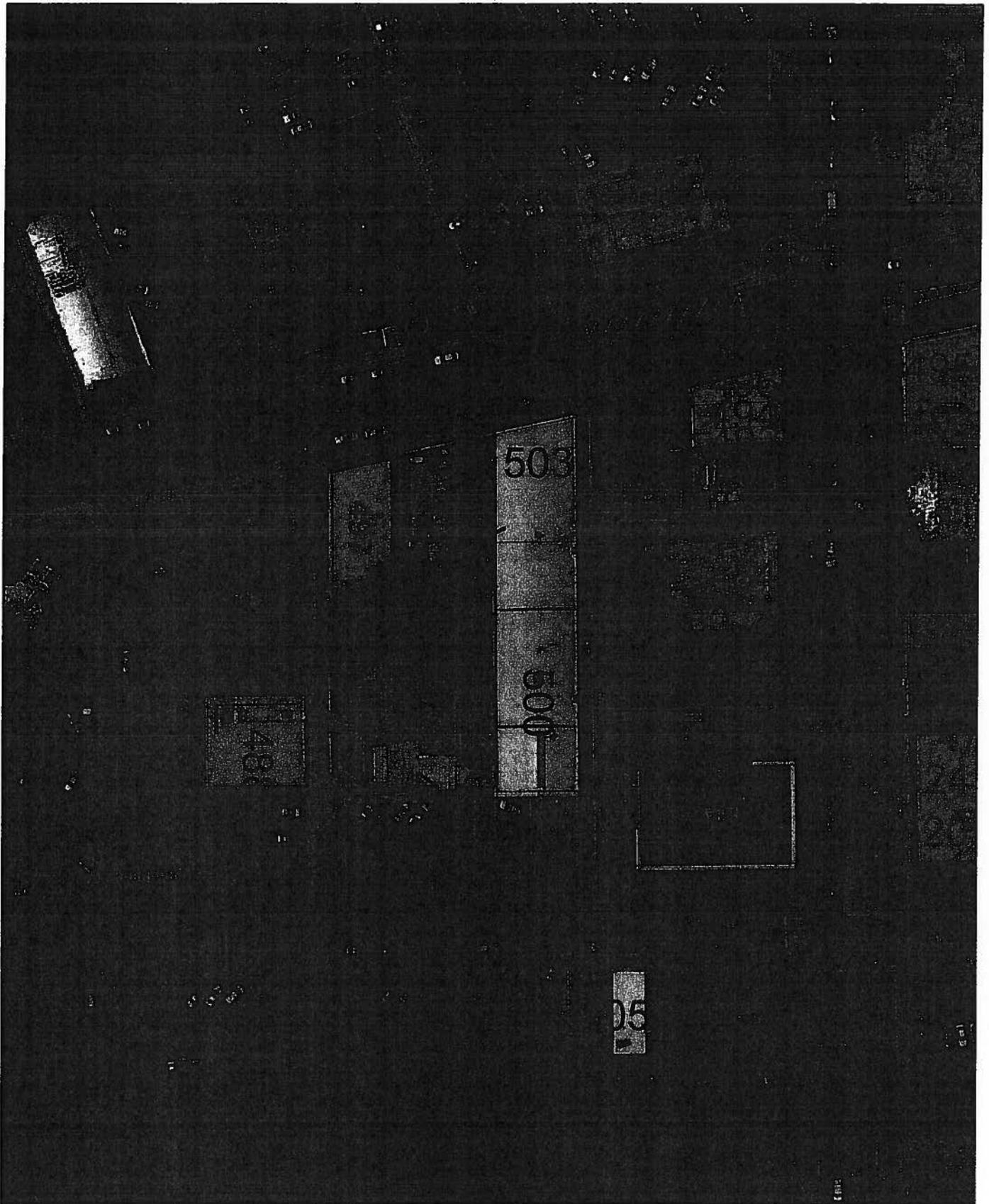
Action Requested: The Village Board may approve, approve with conditions or deny the petitioner's requests for approval of a Special Use Permit for a Preliminary and Final Planned Unit Development Plan and the Exterior Appearance. Village Staff has prepared an Ordinance to approve the requests for consideration at the October 11, 2010 Village Board meeting.

Attachments:

- Aerial Photo of Property
- Location Map for Public Hearing Notice
- Public Hearing Notice
- Mailing Labels for Public Hearing Notice
- Pictures of Property
- Draft Minutes from September 22, 2010 ARC Meeting
- Draft Minutes from September 23, 2010 Plan Commission Meeting
- Ordinance
- Petitioner's Application Packet

cc: Police Chief Norton
Fire Chief Raffensparger
Building and Zoning Official Kvapil

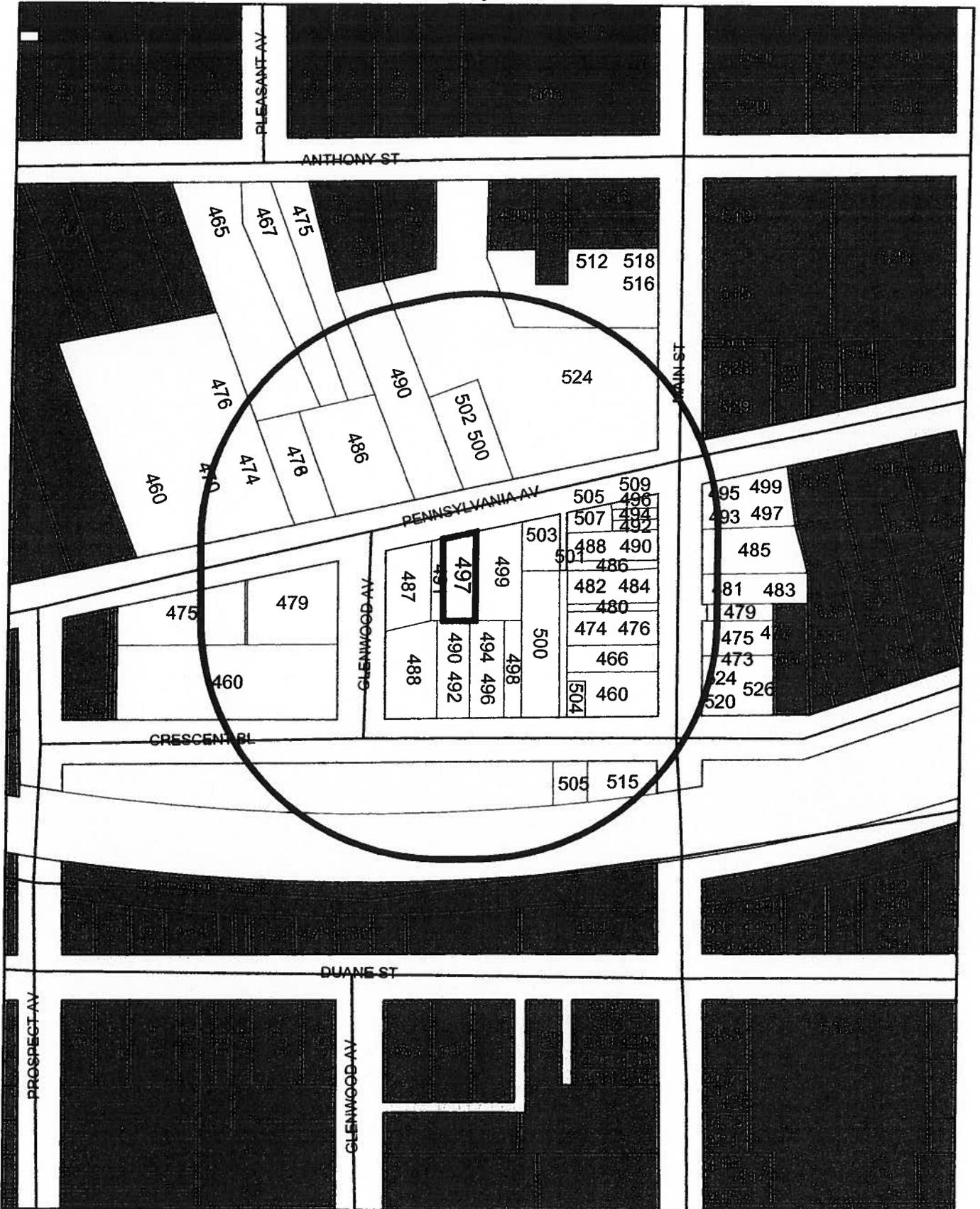
Treasure House
497 Pennsylvania Avenue



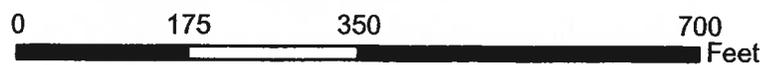
Prepared By: Michele Stegall
Date Prepared: August 17, 2010
Aerial Photo 2009



The Treasure House 497 Pennsylvania Avenue



Prepared By: Michele Stegall
Date Prepared: September 7, 2010



NOTICE OF PUBLIC HEARING
BEFORE THE GLEN ELLYN PLAN COMMISSION

Metropolitan Family Services DuPage, owner of The Treasure House, located at 497 Pennsylvania Avenue, is requesting approval of a Special Use Permit for a Preliminary and Final Planned Unit Development Plan in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code with a deviation from Section 10-5-5(B)4(38) of the Zoning Code to allow the absence of a trash enclosure on the property. The request is being made to accommodate the construction of a 3,136 square foot addition on the rear of the existing building.

Before the Glen Ellyn Village Board can consider the request, the Plan Commission must conduct a public hearing. The Plan Commission will consider the petitioner's request at a public hearing on **Thursday, September 23, 2010 at 7:30 p.m.** in a meeting room on the third floor of the Glen Ellyn Civic Center, 535 Duane Street. The exterior appearance of the project will also be considered by the Glen Ellyn Architectural Review Commission on Wednesday, September 22, 2009 at 7:30 p.m. in the same location.

The subject property is located on the south side of Pennsylvania Avenue between Main Street and Glenwood Avenue in the C5A Central Business District, Central Retail Core zoning district and is legally described as follows:

OF THAT PART OF LOT 3 IN BLOCK 4 IN COUNTY CLERK'S SECOND ASSESSMENT DIVISION, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, THENCE NORTH 128.6 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF PENNSYLVANIA AVENUE, 50.0 FEET; THENCE SOUTH TO A POINT IN THE SOUTH LINE OF SAID LOT, 50.0 FEET WEST OF THE SOUTHEAST CORNER; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING, IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1906 AS DOCUMENT 88052, IN DUPAGE COUNTY, ILLINOIS.

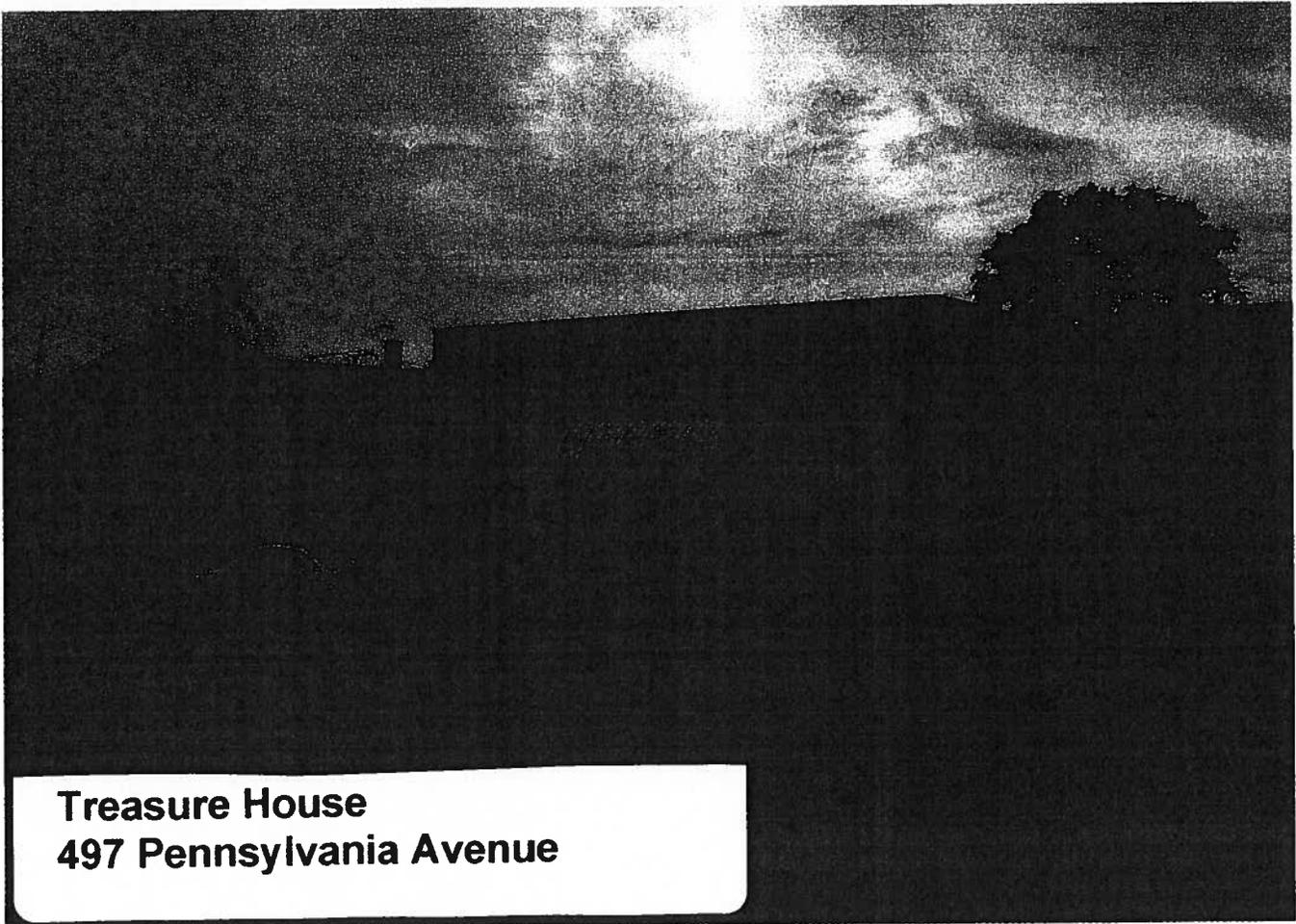
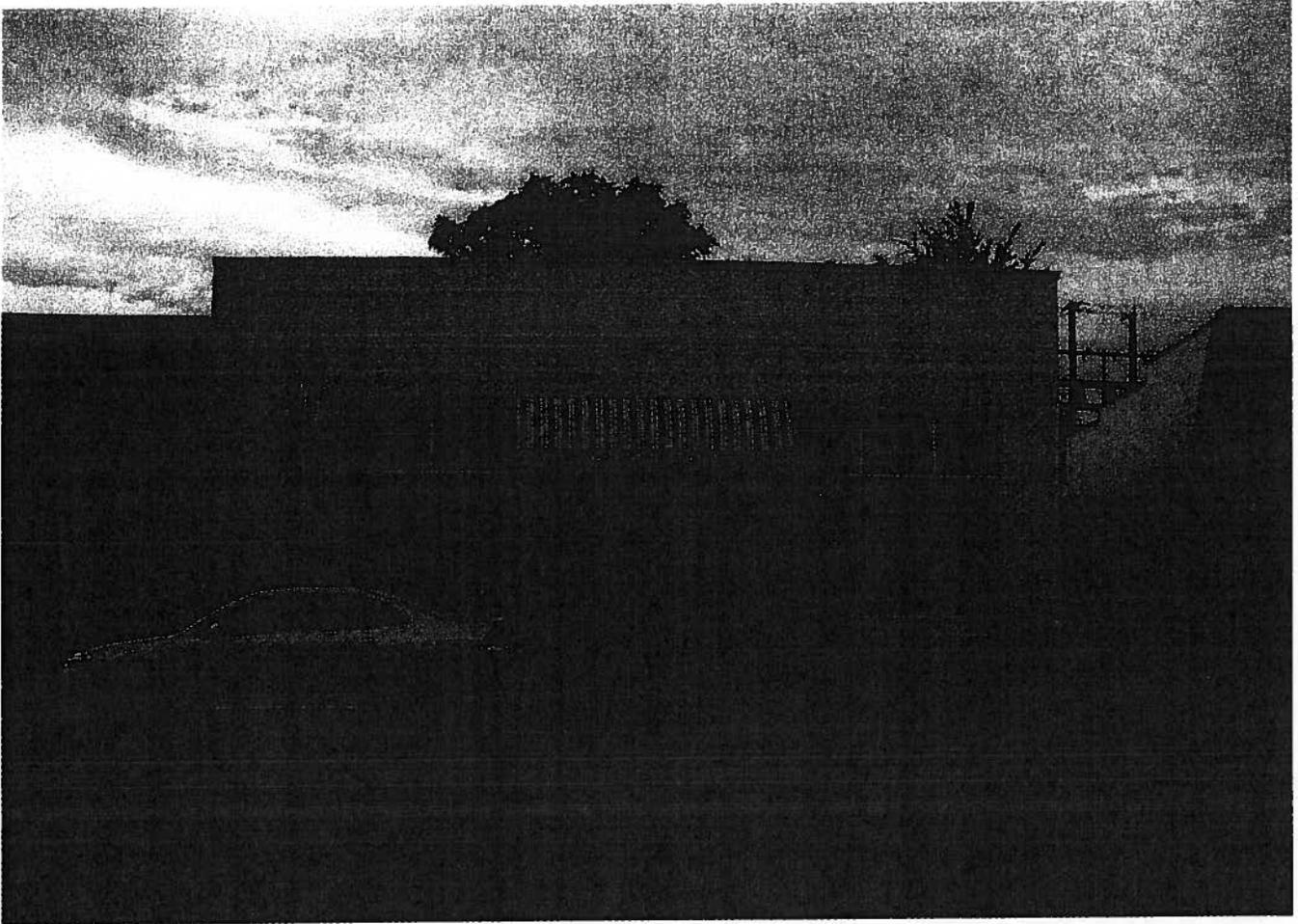
P.I.N: 05-11-315-003

All persons in the Village of Glen Ellyn who are interested are invited to attend the public hearing to listen and be heard. Plans related to the project are available for public review in the Planning and Development Department of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Questions related to the requests should be directed to Michele Stegall, Village Planner, 630-547-5249. Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village 24 hours in advance of the meeting.

Michele Stegall
Village Planner

(Published in The Daily Herald on Monday, September 6, 2010)

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Pennsylvania\Pennsylvania 497, Treasure House, PUD, EA\Public Hearing Notice 090310.doc



**Treasure House
497 Pennsylvania Avenue**

Commissioner Albrecht questioned if any painting will take place on the existing building. Mr. Pryde stated that no painting will be done on the current building; however the addition will be a complimentary color to the existing color of the current building.

Commissioner Dickie questioned if the addition would be constructed with a wood frame. Mr. Pryde stated it would be a wood frame design. Commissioner Dickie also questioned what the stucco system would be made of. Mr. Pryde stated it would be a 3 coat system with expended wire mesh attached as well as a scratch, brown, and finish coat totaling 5/8 of an inch.

Commissioner Wussow questioned the design of the storefront window panes and if the design could be matched symmetrically. Mr. Pryde stated that the project could accommodate this change if the Commission felt necessary.

Commissioner Comments:

Commissioner Allen stated it was a great design and he was happy with the removal of the glass block. He stated the building is not symmetrical so it might be hard to incorporate the window design suggested by Commissioner Wussow.

Commissioner Wussow stated the design was well planned and fits the character of the surrounding properties but felt a slight preference for a symmetrical window design.

Commissioner Dickie stated he preferred the design without the glass block and would have preferred a more efficient building rather than the wood construction.

Commissioner Albrecht stated she had a strong feeling for the 3x2 window design and it would add character to the building on both sides. She recommended that the old building be painted to the same color as the new addition when funding becomes available.

Chairman Burdett stated he was in favor of approval and was happy with the color of the rear building. He stated he had no preferences to the window design on either side of the building.

Commissioner Allen motioned for the Architectural Review Commission to recommend approval of the proposed Exterior Appearance of the Treasure House located at 497 Pennsylvania Avenue subject to the following conditions:

- The petitioner is encouraged to align the color of the existing building with the color of the addition in the future.
- The design of the window system west of the front door shall match the design of the window system on the east side of the front door with 3 panes of glass located over 2 panes of glass.

Commissioner Wussow seconded. The motion passed unanimously.

PLAN COMMISSION
MINUTES
SEPTEMBER 23, 2010

DRAFT

The meeting was called to order by Chairman Julie Fullerton at 7:31 p.m. Plan Commissioners Craig Bromann, Todd Buckton, Robert Friedberg (arrived at 7:47 p.m.), Jeff Girling, Heidi Lannen, Julie McCormick and Jay Strayer were present. Plan Commissioners Linda Dykstra, Len Swanson and Ray Whalen were excused. Also present were Trustee Liaison Michelle Thorsell, Village Planner Michele Stegall, Village Consulting Engineer Bill McGurr, Village Traffic Consultant Dan Schoenberg and Recording Secretary Barbara Utterback.

Commissioner Buckton moved, seconded by Commissioner Strayer, to approve the minutes of the September 9, 2010 Plan Commission meeting. The motion carried unanimously by voice vote.

Chairman Fullerton described the Plan Commission procedure. On the agenda were public hearings for the Treasure House at 497 Pennsylvania Avenue and Nicor at 90 Finley Road.

PUBLIC HEARING – TREASURE HOUSE, 497 PENNSYLVANIA AVENUE - PUD
DISCUSSION, CONSIDERATION AND RECOMMENDATION REGARDING A REQUEST FOR APPROVAL OF A SPECIAL USE PERMIT FOR A PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT PLAN ASSOCIATED WITH THE PROPOSED CONSTRUCTION OF A 3,136-SQUARE FOOT ADDITION ON THE REAR OF THE TREASURE HOUSE BUILDING LOCATED AT 497 PENNSYLVANIA AVENUE. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTH SIDE OF PENNSYLVANIA AVENUE BETWEEN MAIN STREET AND GLENWOOD AVENUE IN THE C5A, CENTRAL BUSINESS DISTRICT, CENTRAL RETAIL CORE.

(Metropolitan Family Services/ Craig Pryde, PPK Architects)

Staff Introduction

Village Planner Michele Stegall stated that Metropolitan Family Services are requesting approval of a Special Use Permit for a Preliminary and Final Planned Unit Development Plan for the Treasure House located at 497 Pennsylvania Avenue in the C5A Central Business Core. Ms. Stegall displayed an aerial photo and described the location of the subject building and the surrounding uses. She stated that the petitioner would like to construct a 3,136-square foot addition on the rear of the existing one-story, approximately 3,100-square foot brick building. The addition would consist of a first floor and mezzanine level. The building would technically be considered a one-story building but would give the appearance of two stories. Ms. Stegall stated that a deviation from one of the requirements of the Zoning Code associated with the project requires that any trash enclosure on the property must be screened. She indicated where trash is currently stored on the west side of the property and added that the trash is screened from public view. Ms. Stegall stated that the height of the building is well below that permitted per code and there are no parking requirements for the proposed addition. The petitioner appeared before the Plan Commission at a pre-application meeting on August 26, 2010. Ms. Stegall stated that the main issue discussed at that meeting was emergency access from the adjacent property to the east, and she explained that the only

access out of the 499 Pennsylvania building currently is through the petitioner's property and onto Pennsylvania Avenue. Some Plan Commissioners expressed concern that the addition could cause problems regarding access from the 499 Pennsylvania Avenue in the event of an emergency. Ms. Stegall stated that the petitioner is proposing a 5-foot setback. The petitioner has met with the Police Chief, Fire Chief and Building and Zoning Official regarding the emergency access issue, and they do not believe the proposed addition will create a hazardous condition. The Building and Zoning Official feels that a 5-foot door width is more than sufficient as a fire exit. The petitioner received a unanimous recommendation of approval from the Architectural Review Commission at last night's meeting regarding exterior appearance. Ms. Stegall reviewed some conditions of approval recommended by staff. She stated that one recommendation is that the petitioner makes a good faith effort to reach an agreement with the tenants in the 499 Pennsylvania Avenue building who currently store their trash on the petitioner's property. Ms. Stegall stated that she understands that an agreement is currently being formalized that will allow the 499 Pennsylvania tenants to store their trash on the petitioner's property. She added that the trash must be carried out through the front door of their building and down the sidewalk to access a gate. Ms. Stegall stated that the Police Chief also recommended a condition to install a motion activated light so that the area does not become a hangout. Ms. Stegall added that, per code, the petitioner is not required to provide stormwater detention on the site.

Petitioner's Presentation

Craig Pryde, architect, of PPK Architects, 444 N. Main Street, Glen Ellyn, Illinois, did not make a formal presentation, however, clarified that the current distance between the existing Treasure House building and the small building to the west is between 9-1/2 to 10 feet and that the dumpsters stored there are 3-1/2 feet in depth, leaving 5-6 feet of space between the dumpster and the building for the walkway. Mr. Pryde also clarified that the Police Chief does not want the access area to consist of a hard surface because people might be enticed to use it as a pathway. He also stated that if the area becomes impassable because of a large amount of snow, a condition of approval is that a passageway must be cleared so that people can walk through in the event of an emergency. Mr. Pryde also stated that the Police Chief prefers that the area is either not lit or a motion activated light is installed, and the petitioner intends to install a motion-activated light. Mr. Pryde stated that the petitioner met with the tenants at 499 Pennsylvania Avenue regarding the trash and the tenants stated that they currently carry their trash out their front door and down the sidewalk to the storage location on the petitioner's property and will continue to do so. Mr. Pryde stated that the petitioner would like to formalize an agreement with the two tenants of 499 Pennsylvania Avenue regarding trash storage. Mr. Pryde stated that the property manager of the 499 Pennsylvania Avenue building claimed he was not aware his tenants were storing trash on the petitioner's property and stated he would have the tenants stop storing their trash at that location if requested to do so. Mr. Pryde stated he is currently in the process of receiving approval from the property manager of 499 Pennsylvania Avenue to allow construction activity on the 499 Pennsylvania Avenue property during the petitioner's building process.

Responses to Questions from the Plan Commission

Ms. Stegall responded to Commissioner Bromann that the standard width of a sidewalk in Glen Ellyn is 5 feet. When Commissioner Girling questioned whether the condition

recommending that the petitioner shovel snow from their grass is practical, Ms. Stegall responded that the area should be kept clear in the event of an emergency. Mr. Pryde responded to Commissioner Strayer that he did not know why the owners of Curly's restaurant have not commented on the access issue. Mr. Pryde clarified for Commissioner Lannen that the architectural plans will provide for the ability to install lights in the 5-foot rear area. Mr. Pryde responded to Commissioner Girling that the petitioner will adhere to a condition of approval to keep the 5-foot area clear.

Persons in Favor of or in Opposition to the Petition

No persons spoke in favor of or in opposition to the proposed project.

Comments from the Plan Commission

The Plan Commissioners were in favor of the proposed project and complimented the petitioner's representative on his excellent presentation. The Commissioners felt that the petitioner addressed all of their concerns from the pre-application meeting and had made good faith efforts to work with their neighbors regarding access and trash issues. Commissioner Bromann had a concern regarding hauling trash out of the front door of the 499 Pennsylvania building because the sidewalk at that location is well traveled. He also asked for confirmation of the distance between the dumpster enclosures and the building and Mr. Pryde verified that that distance is a minimum of 5-1/2 feet. Commissioner Girling suggested reconsidering the condition to keep the rear area free and clear as undue liability could be created for the petitioner. Commissioner Strayer responded that the petitioner owns the property and has a legal obligation to be sure that it is not dangerous. Some Commissioners commented that they appreciated a business expanding in these current difficult economic times.

Motion

Commissioner Lannen moved, seconded by Commissioner Friedberg, to recommend that the Village Board approve a Special Use Permit for a Preliminary and Final Planned Unit Development Plan in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code to allow the construction of a 3,136-square foot addition on the rear of the existing Treasure House building at 497 Pennsylvania Avenue with a deviation from Section 10-5-5(B)4(38) of the Zoning Code to allow the absence of a trash enclosure on the subject property based on the following findings of fact: 1. The proposed use will be harmonious and in accordance with the general objectives, or within a specific objective, of the Comprehensive Plan because the property will continue to be a retail use which is consistent with the zoning, comprehensive plan and surrounding land uses. 2. The proposed use will be designed, constructed, operated and maintained so as to be harmonious and in appearance with the existing or intended character of the general vicinity and the proposed use will not change the essential character of the same area because the stucco exterior will provide a smooth surfaced structure consistent with the surrounding structures in a finish color compatible with the adjacent and surrounding buildings. 3. The proposed use will not be hazardous or disturbing to existing or future neighborhood uses because the proposed addition and continuation of retail use will not be disturbing to the other retail or business uses in the area and is not hazardous in nature. 4. 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 proposed project will utilize existing public utilities, on-site stormwater detention is not required and emergency access to the property and surrounding properties is being maintained. 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 proposed project will not require additional Village cost nor will the continued retail use be detrimental to the economic welfare of the Village and the proposed use will provide additional economic benefit to the Village through increased retail sales revenues and taxes. 6. 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 because the proposed project will not generate any activities through the retail operations that will adversely affect the items listed nor should it be detrimental to the general welfare of the Village. 7. 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 because the proposed project does not include any vehicular access to the property and will not interfere with traffic on surrounding streets. 8. 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 because it has been determined the project is within the guidelines of the stormwater management regulations and all roof drains will be directed into the existing storm sewer. 9. The proposed use will not result in the destruction, loss or damage to natural, scenic or historic features of major importance to the community because the project will not affect the historic nature of the front elevation through the replacement of the window storefront system.

The recommendation for approval was subject to the following conditions: A. The project shall be constructed and maintained in substantial conformance with the plans as submitted and the testimony presented at tonight's meeting. B. That a good faith effort is made by the petitioner to reach an agreement with the tenants in the 499 Pennsylvania Avenue building regarding trash as was agreed to at the August 31, 2010 meeting between the petitioner and tenants of the 499 building. C. That prior to the issuance of a building permit, evidence is submitted that the petitioner has the right to enter the property at 499 Pennsylvania Avenue for the purpose of construction. D. That the 5-foot wide area in the rear of the building shall not be used for the storage of any materials and shall be maintained free and clear of any obstructions, including vegetation, and cleared of snow and ice at all times. E. That a motion activated light is installed on the rear of the addition. The motion carried unanimously with eight (8) "yes" votes as follows: Commissioners Lannen, Friedberg, Bromann, Buckton, Girling, McCormick, Strayer and Chairman Fullerton voted yes.

Village Of Glen Ellyn

Ordinance No. _____

**An Ordinance Granting Approval of
a Special Use Permit for a Preliminary and Final Planned Unit Development Plan and
Exterior Appearance Approval for the Treasure House
Located at 497 Pennsylvania Avenue**

**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 Special Use Permit for a Preliminary and Final Planned Unit Development Plan and
Exterior Appearance Approval for the Treasure House
Located at 497 Pennsylvania Avenue**

Whereas, Metropolitan Family Services DuPage, owner of the Treasure House located at 497 Pennsylvania Avenue, has petitioned the Village President and Board of Trustees for approval of the following:

1. A Special Use Permit for a Preliminary and Final Planned Unit Development Plan in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code with a deviation from Section 10-5-5(B)4(38) of the Zoning Code to allow the absence of a trash enclosure on the property; and
2. Exterior Appearance approval in accordance with Appearance Review Guidelines adopted on October 9, 2006 by Ordinance 5508;

all to allow the construction of a new 3,136-square foot addition on the rear of the building and renovations to the front façade; and

Whereas, the subject property is located on the south side of Pennsylvania Avenue between Main Street and Glenwood Avenue in the C5A Central Business District, Central Retail Core and is legally describe as follows:

OF THAT PART OF LOT 3 IN BLOCK 4 IN COUNTY CLERK'S SECOND ASSESSMENT DIVISION, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, THENCE NORTH 128.6 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF PENNSYLVANIA AVENUE, 50.0 FEET; THENCE SOUTH TO A POINT IN THE SOUTH LINE OF SAID LOT, 50.0 FEET WEST OF THE SOUTHEAST CORNER ; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING, IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1906 AS DOCUMENT 88052, IN DUPAGE COUNTY, ILLINOIS.

P.I.N: 05-11-315-003; and

Whereas, the Glen Ellyn Architectural Review Commission conducted a meeting to consider the proposed Exterior Appearance on September 22, 2010, at which meeting the petitioner presented evidence, testimony, and exhibits relative to the request for Exterior Appearance approval and at which meeting 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 22, 2010 Architectural Review Commission 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 September 22, 2010 minutes of the Architectural Review Commission, a draft of which is attached hereto as Exhibit “A”; 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 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 September 23, 2010, at which hearing the Plan Commission considered the petitioner’s request for approval of a Special Use Permit for a Preliminary and Final Planned Unit Development Plan; and

Whereas, at the September 23, 2010 Plan Commission public hearing, the petitioner presented evidence and testimony in support of the request for approval of a Special Use Permit for a Preliminary and Final Planned Unit Development Plan and no members of the public 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 minutes from the September 23, 2010 Plan Commission meeting, a draft of which is

attached hereto as Exhibit “B”, and by a vote of eight (8) “yes” and zero (0) “no”, the Plan Commission recommended approval of the requested Special Use Permit for a Preliminary and Final Planned Unit Development Plan; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the September 22, 2010 Architectural Review Commission meeting and the September 23, 2010 Plan Commission public hearing and have considered the findings of fact and recommendations of the Architectural Review Commission and Plan Commission; and

Whereas, the President and Board of Trustees have determined that approving the Exterior Appearance of the proposed project is consistent with the recommendations of the Glen Ellyn Appearance Review Guidelines and that granting the requested Special Use Permit for a Preliminary and Final Planned Unit Development Plan 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 minutes from the September 22, 2010 Architectural Review Commission meeting, a draft of which is attached hereto as Exhibit “A”, and the minutes from the September 23, 2010 Plan Commission public hearing, a draft of which is attached hereto as Exhibit “B”, 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 September 22, 2010 meeting of the Architectural Review Commission and the September 23, 2010 public hearing before the Plan Commission.

Section Two: Based upon the findings of fact and recommendations of the Architectural Review Commission and 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 the requested Special Use Permit for a Preliminary and Final Planned Unit Development Plan and the Exterior Appearance approval to allow the construction of a 3,136-square foot addition and renovations to the front façade of the Treasure House building located at 497 Pennsylvania Avenue.

Section Three: This grant of approval of the requested Special Use Permit for a Preliminary and Final Planned Unit Development Plan and the proposed Exterior Appearance is subject to the following conditions:

1. The project shall be constructed in substantial conformance with the plans submitted and the testimony presented at the September 22, 2010 meeting of the Architectural Review Commission and the September 23, 2010 public hearing before the Plan Commission and with the petitioner's application packet stamped received September 15, 2010 including the following plans and documents referenced below as though they were attached to this Ordinance:
 - a. Exterior Appearance application dated September 7, 2010
 - b. Preliminary PUD application dated September 7, 2010
 - c. Project Narrative dated September 13, 2010
 - d. Quantitative Summary and Building Materials List dated September 13, 2010
 - e. Fence Center Privacy Screen Image (no date)
 - f. Plat of Survey dated June 18, 2010
 - g. Site Plan, Foundation Plan and Roof Plan dated September 7, 2010 (Sheet A1.0)
 - h. Floor Plans dated September 7, 2010 (Sheet A1.1)
 - i. Building Elevations dated September 7, 2010 (Sheet A2.1)
 - j. Building Elevations and Building Section dated September 7, 2010 (Sheet A2-2)
 - k. 3D Images dated September 7, 2010 (Sheet A3-1)
 - l. 3D Images dated September 7, 2010 (Sheet A3-2)

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

2. That a good faith effort is made by the petitioner to reach an agreement with the tenants in the 499 Pennsylvania Avenue building regarding trash as was agreed at the August 31, 2010 meeting between the petitioner and tenants.
3. That prior to the issuance of a building permit, evidence is submitted that the petitioner has the right to enter the property at 499 Pennsylvania for the purpose of construction.

4. That the 5-foot wide area in the rear of the building shall not be used for the storage of any materials and shall be maintained free and clear of any obstructions, including vegetation, and cleared of snow and ice at all times.
5. That a motion activated light is installed on the rear of the addition.
6. The petitioner is encouraged to align the color of the existing building with the color of the addition in the future.
7. The design of the window system west of the front door shall match the design of the window system on the east side of the front door with 3 panes of glass located over 2 panes of glass.

Section Four: The Building and Zoning Official is hereby authorized to issue all necessary building and occupancy permits pursuant to the Special Use Permit for a Preliminary and Final Planned Unit Development Plan and 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 an occupancy 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 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 forth in Section 10-10-18 (A) and (B) of the Village of Glen Ellyn Zoning Code.

Section Seven: 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:

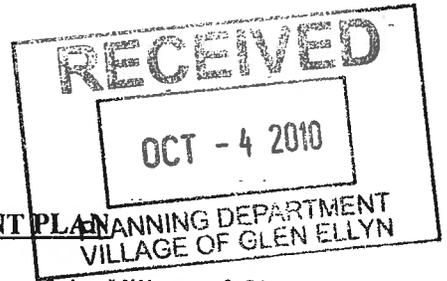
Approved by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20____.

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 _____.)



**APPLICATION FOR APPROVAL OF
PRELIMINARY PLANNED UNIT DEVELOPMENT**

The undersigned petitions the President and Village Board of Trustees of the Village of Glen Ellyn, Illinois, to consider this Application for approval of a Preliminary Planned Unit Development Plan (PUD), as described below.

Date Filed: 9/7/2010 **Application No.** _____

Type of PUD: Commercial
(Residential, Commercial, other)

Name of Applicant: PPK Architects

Address of Applicant: 444 N.Main St. #200 **Phone (Office):** 630-469-0999
Glen Ellyn, IL 60137 **(Mobile):** 630-881-3950

Email: crp@ppkarchitects.com **(Fax):** 630-469-0971

Property Interest of Applicant: Architect
(Owner, Owner Representative, Contract Purchaser, etc.)

Name of Owner(s): Metropolitan Family Services

Address: One North Dearborn, Chicago, IL 60602

Legal Description of Property: See attached plat of survey

Zoning Classification: C5-A **Property Size/Area:** 50'x 121', .15 acres

Present Use: commercial retail

Requested Use/Construction: Commercial retail/ wood frame - Type 5B

Estimated Date to Start Construction: Fall 2010/ Spring 2011

Narrative Statement evaluating the economic effects of adjoining property, the effect of such elements as noise, glare, odor, fumes, and vibration on adjoining property, a discussion of the general compatibility with the adjacent and other properties in the district, the effect of traffic, the relationship of the proposed use to the Comprehensive Plan, and how it fulfills the requirements of paragraph (E) of Section 10-10-14 of the Zoning Code: _____

A narrative statement is attached which describes the proposed development and the responses to the questions above.

Describe How the PUD:

1. Will be harmonious with and in accordance with the general objectives, or within a specific objective of the Comprehensive Plan and/or this Zoning Code: _____
The proposed project will continue to be a retail use which is consistent with the CP and the surrounding properties.
2. 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: The stucco exterior will provide a smooth surfaced structure consistent with the surrounding structures in a finish color compatible with the adjacent and surrounding buildings.
3. Will not be hazardous or disturbing to existing or future neighborhood uses: _____
the proposed addition and continuation of retail use will not be disturbing to the other retail or business uses and is not of a hazardous nature.
4. 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: the proposed project will utilize exiting public utilities, not required on site detention of storm water, allow for emergency access to the adjacent property.
5. 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: _____
The proposed project does not require additional Village cost nor will the continued retail use be detrimental to the economic welfare. It is proposed to provide additional economic benefit to the Village thru increased retail sales revenues and taxes.
6. 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: _____
The proposed project will not generate any activities thru the retail operations that will adversely affect the items listed in this question nor should it be detrimental to the general welfare of the Village.

7. 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: The proposed project does not include any vehicular access to the property. It shall not interfere with the traffic on the surrounding streets with its operation.
8. Will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief: It has been determined that the project is within the guidelines of the Storm water management regulations and will not require on site detention of storm water. The proposed project will direct all roof drains into the existing storm sewer.
9. Will not result in destruction, loss or damage of natural, scenic or historical features of major importance to the community: The proposed project will not affect the historic nature of the front elevation thru the replacement of the window storefront system and shall replicate the current lite pattern in the new design.

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

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

I (We) consent to pay the Village of Glen Ellyn all costs incurred for transcribing the public hearing on this application.

9/7/2010

Date



Signature of Applicant

**THE BEST INTERESTS OF THE APPLICANT WILL BE SERVED
BY COMPLETING THIS APPLICATION IN DETAIL**

**EXTERIOR APPEARANCE REVIEW
APPLICATION**

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

I. APPLICATION INFORMATION:

A. Date Filed: 9/7/2010 B: Application No. _____
C. Project Name: Glen Ellyn Treasure House
D. Project Description: Single story addition with mezzanine to existing one story building.
E. Address of Property: 497 Pennsylvania Ave
F. Permanent Index No.: 05-11-315-003 G. Zoning: C5-A
H. Name of Applicant: PPK Architects / AGENT OF METROPOLITAN FAMILY SERVICES
I. Address of Applicant: 444 N. Main Street #200, Glen Ellyn, IL 60137
J. Phone No. (Business): 630-469-0999 (Home) _____
K. Fax No. (Business): 630-469-0971 (Home) _____
L. E-mail Address of Applicant: crp@ppkarchitects.com
M. Name of Property Owner: Metropolitan Family Services
N. Address of Property Owner: One North Dearborn, Chicago, IL 60602
O. Phone No. (Business): 312-986-4197 (Home) _____
P. E-Mail Address of Property Owner: thelent@metrofamily.org

II. CONFORMANCE 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. The proposed exterior Stucco material is a monolithic system that is compatible with the existing painted brick exterior walls of the existing building.

R. Provide information about the architectural style and exterior materials of the buildings in the surrounding area: simple masonry structures with articulation of the front facades only and monolithic side/rear elevations surround the proposed site. the proposed elevations are consistent with this motif.

S. Please explain how the project complies with the Appearance Review Guidelines: _____
See attached project narrative for response to this question.

T. Please explain why any deviations from the Appearance Review Guidelines are proposed: _____
A single deviation from the requirement of a trash enclosure is requested due to an existing fence that screens view of the trash dumpsters.

Signature: Dennis Hawley, CFO Date: 9/7/10



perkins pryde + kennedy

444 N. Main Street - Suite 200
Glen Ellyn, IL 60137
Ph: (630) 469-0999
Fax: (630) 469-0971
www.ppkarchitects.com

September 13, 2010

Re: Glen Ellyn Treasure House
Planned Unit Development Application
Project Narrative

The Glen Ellyn Treasure House is a retail shop located at 497 Pennsylvania Ave that is owned and operated by Metropolitan Family Services. The retail store is a resale shop that collects donated items from the community at large and restores/ reconditions items for resale. The proceeds of this venture support clinical and social services provided through Metropolitan Family Services in Glen Ellyn and the surrounding DuPage County area.

In the current economic times, an increase value has been placed on the re-use and re-cycling of household items and clothing. The Treasure House is supported by a small paid staff and larger volunteer staff over the past several years.

Metropolitan Family Services desires to expand the current location with the proposed building addition on the south end of the existing one story building. The proposed building addition will be located on the vacant portion of the existing property and will be approximately 22 ft in height and contain a ground floor and mezzanine level.

Economic Impact

In recent months and over the past year, the amount of donations has increased and the value of the items has also increased to the point that the existing facility is not large enough to handle the volume of donations. Revenue and total sales are also restricted by the existing conditions of the current building. The existing glass storefront is single pane glass and frosts over in the winter months and impedes view into the store which hampers retail sales and the overall appearance of the store.

The proposed addition and building improvements include a single story addition to increase the sales area and allow for the acceptance and sale of larger items. The project also includes the replacement of the existing storefront with a new aluminum storefront system with insulated glazing to allow for better vision into the store in the winter.

These improvements will allow for increased sales, revenue as well as increased sales tax generated for Glen Ellyn.

Operational Effect

The proposed addition and renovation will provide a more compliant structure with regard to current building codes and upgrade the overall safety to the general public and surrounding properties. The construction will meet current building codes and will include a fire sprinkler system in both the existing building and new addition.

The operation of the retail store will not generate any hazardous or detrimental noise, odor, glare, fumes or vibrations with regard to the general public or the surrounding properties. The retail operation will operate within reasonable hours of the day and shall not place and undo burden on the Village of Glen Ellyn or the surrounding retail community.



perkins pryde + kennedy

444 N. Main Street - Suite 200
Glen Ellyn, IL 60137
Ph: (630) 469-0999
Fax: (630) 469-0971
www.ppkarchitects.com

The existing sidewalk on the west portion of the property will continue to serve as the location of the trash receptacle for 497 Pennsylvania Ave. The owner currently allows for adjoining property owners to the east to also utilize this area for trash containers serving the retail businesses located at 499, 499B, 499C and 499D. It is understood by the owner that this arrangement is temporary and not permanently secured by virtue of any easement.

The owner is working with the adjoining tenants of 499 Pennsylvania Ave to enter into a written agreement for the continued storage of additional trash dumpsters on GETH property. Access and use of the propose dumpster locations shall be via the public sidewalk and not the open space to the south or west of the proposed addition. PPK Architects has also discussed this issue with the building owner/ property manager, who has indicated that this is an issue for the tenants to resolve. The property owner has no desire to enter into such an agreement.

The owner/ property manager has indicated that construction operations related to this project can occur on the property of 299 Penn Ave and that such access is typically granted in commercial districts such as this. GETH will submit a letter of authorization to the Village of Glen Ellyn Building Department prior to construction.

General Compatibility

The proposed development is directly compatible with the existing retail business operations found in the general area of the property and is consistent with the goals and intended uses of the Comprehensive Plan. The intended growth of the existing business operation also is consistent with the goals of the Village of Glen Ellyn and the Downtown Business District.

The improvements proposed to the storefront will also continue other recent enhancements to the existing character of the buildings in the general area. The proposed addition is located in such a manner and will have little impact on the general character of the streetscape of Pennsylvania Ave or the surrounding area.

We find the proposed development to be consistent with the goals and objectives of the Comprehensive Plan and also an enhancement to the existing character of the community while providing the potential for increased sales and sales tax revenues through the improvement of an existing business and seek your recommendation for approval by the Village Board.

Exterior Appearance

The Glen Ellyn Treasure House is a not for profit institution and this project is being planned/ developed under a very tight budget so as to be fiscally responsible to the debt that MFS can reasonable expect the increased sales to support. MFS will also support this facility as required through other means but it is being considered a self supporting entity. As a result the design and construction of this addition needs to respond to the characteristics of the site and the type of construction that can be most efficiently built given the existing constraints.

The primary exterior material of the proposed project is a cement stucco system with pebble finish. This system has been selected as the most appropriate exterior cladding material and is the most responsive to our construction budget. The use of this system will allow the project to comply with the 2009 Energy Code in conjunction with the proposed wood framing system and insulated stud cavity. The exterior finish will have control joints as indicated. The location of this addition is not in plain sight of any portion of the downtown and is screened by existing buildings.



perkins pryde + kennedy

444 N. Main Street - Suite 200

Glen Ellyn, IL 60137

Ph: (630) 469-0999

Fax: (630) 469-0971

www.ppkarchitects.com

Trash for this project will be stored as it currently is stored, behind a fence gate on the west side of the building. An agreement is being worked out with the adjacent tenants at 499 Pennsylvania Ave to allow for the storage of trash on the 497 Penn Ave. property as currently exists without such agreement. A deviation from the requirement of a trash enclosure is requested as the trash area is fully screened by a wood fence/ gate.



perkins pryde + kennedy

444 N. Main Street - Suite 200
 Glen Ellyn, IL 60137
 Ph: (630) 469-0999
 Fax: (630) 469-0971
 www.ppkarchitects.com

September 13, 2010

Re: Glen Ellyn Treasure House
 Planned Development Application Submittal
Quantitative Summary/ List of Building Materials

Area	Existing	Proposed
Lot	6,376 sf	
Existing Building	3,119 sf	
Addition – First Floor		2,002 sf
Addition – Mezzanine		1,134 sf
Total		6,255 sf
Setbacks		
Front yard	2.2 ft	75 ft
Side Yard (east)	.12 ft	.12 ft
Side Yard (west)	9.54 ft	4 ft
Rear Yard	48.5 ft	5 ft
Building Height		
	16 ft	22 ft- 9 in

Building Materials

Existing:

Exterior walls	Material Painted Brick	Color White
Existing Storefront	Painted Metal	White
Glass	Single Pane	Clear
Awning	Fabric	Red/ White

Proposed:

Exterior wall/ Existing	Painted Brick	White to remain
Storefront/windows	Alum – Ptd.	Pebble Grey/ Color to match sample
Glass	Insul. Pane	Clear
Exterior wall/ Addition	Cement Stucco	Color to match Synergy #3100 Biscuit
HVAC Screen	Plastic Fence	White



perkins pryde + kennedy

444 N. Main Street - Suite 200

Glen Ellyn, IL 60137

Ph: (630) 469-0999

Fax: (630) 469-0971

www.ppkarchitects.com

Meeting Minutes

Date: 8/31/10
Project: Glen Ellyn Treasure House (GETH)
Attendees: Craig Pryde – PPK, Ted Thelen – MFS, Theresa Nihill – MFS, Tillie Thorp– GETH, Lesley Arlasky/ This is Me – 499D Penn Ave, Denise Stano/ Ali Kat Boutique – 499C Penn Ave, employee – Ten Thousand Villages, 499B Penn Ave
Copy: All
Written By: Craig Pryde

Minutes:

1. CP outlined the proposed development for Glen Ellyn Treasure House to include a single story structure 22'-9" high with interior mezzanine level on the southern portion of the existing property.
2. Primary purpose of the meeting was to inform the current tenants of the proposed improvements to the property and to formalize an agreement for the storage of trash dumpsters on GETH property. Curly's Restaurant was not represented at the meeting but was informed of the meeting and hosted the meeting. Ali Kat Boutique and Ten Thousand Villages sent a representative of the business and the owners were not present. Copy of these minutes will be sent to the business in care of the owner.
3. Tenants inquired about the open space behind the building and the access to the trash. PPK indicated that the open space being provided on the south and west of the building would be for emergency use only and that no easement is being granted for access from 499 to 497 as a part of this development. Trash would have to be delivered to the dumpster via the sidewalk.
4. GETH indicated that the current project schedule would be to gain approval from the Village by the end of October and possibly replace the existing storefront before the Thanksgiving holiday.
5. Construction of the addition is being considered by the MFS and has not yet been determined.
6. Construction of the addition will required access approval from the building ownership. PPK on behalf of MFS has been in contact with the property manager to gain approval. The property manager of 499 did not have any initial concerns over the proposed development. Any issues with the current tenants are to discussed directly with the tenants.
7. Construction of the addition would be schedule with the Village of Glen Ellyn in regards to any closing of the Penn Ave or reduction of parking. GETH is as concerned about the issue as tenants of 499 Penn Ave. some interruption will be necessary when upgrading of utilities occurs.
8. GETH will work with the contractor to locate construction activities and vehicle parking outside the public area if possible. All construction deliveries are anticipated to occur on Penn Ave to the west of 497 unless other arrangements can be worked out with adjoining property owners.
9. At the conclusion of the meeting, GETH agreed to forward a draft agreement for the trash dumpster to the owner of Ali Kat Boutique and Ten Thousand Villages for review and approval. Contact information of all present was provided and a forum of communication was established should other issues arise.

Should you have any comments or clarifications of the minutes or items described above, please document and send to the author as soon as possible for correction and distribution.



perkins pryde + kennedy

444 N. Main Street - Suite 200

Glen Ellyn, IL 60137

Ph: (630) 469-0999

Fax: (630) 469-0971

www.ppkarchitects.com

Meeting Minutes

Date: 8/31/10
Project: Glen Ellyn Treasure House (GETH)
Attendees: Craig Pryde – PPK, Phil Norton – GEPD, Scott Rafensberger – GEFD, Michell Stegall – VLGE, Joe Kvapil – VLGE
Copy: All
Written By: Craig Pryde

Minutes:

1. CP outlined the proposed development for Glen Ellyn Treasure House to include a single story structure 22'-9" high with interior mezzanine level on the southern portion of the existing property.
2. In the design of the addition the proposed structure is located on the property line to the east, 5 ft from the property line to the south and 4 ft from the property line from the west. The north setback is approximately 75 ft from Penn Ave.
3. Setbacks were determined for two primary reasons:
 - a. Location of window openings in the exterior walls in relation to the property line;
 - b. Provision of emergency access to the open area south of the building located at 499 Penn. Ave.
4. In the current condition people may have access to Penn Ave from the rear of 499 Penn Ave thru the 497 Penn Ave parcel. This is not recorded as an easement on 497 Penn Ave nor is there any written agreement between the existing tenants of 499 Penn Ave and GETH/MFS (owner of 497 Penn Ave). GETH and PPK have a scheduled meeting with the tenants of 499 Penn Ave to discuss such issues.
5. PPK, per the recommendation of the Plan Commission is seeking input regarding the;
 - a. Necessity to provide such access,
 - b. Requirement to provide such access,
 - c. Approval of the access provided for in the proposed development plans,
 - d. Changes required to the proposed development plans with regard to the open space behind 499 Penn Ave.
6. With respect to the discussion of items listed in #5:
 - a. P. Norton indicated that with regard to GEPD, no access is required by GEPD but that such an access is useful. Since a space is proposed however, no sidewalk or lighting of this area is desired so that the development does not advertise or call attention to such access. No paved surface is recommended for this area.
 - b. S. Rafensberger indicated that the GEPD has concerns over the existing situation but that it is not the requirement of GETH/ 497 Penn Ave to resolve this issue. Given the provision of access in the proposed development it would be suitable for emergency situations and that it be kept free from debris by GETH. No paved surface is recommended for this area.
 - c. J. Kvapil indicated that the code should be reviewed for conditions that would speak more clearly on the required access. The proposed building would be required to meet the requirements of the building code in any case.

7. Other discussions involved the existing conditions related to the existing tenant conditions at 499 Penn Ave but do not directly affect the proposed development and have not been included in these minutes.
8. Trash for two of the tenants in the 499 Penn Ave building utilize trash dumpsters that are located on the property of GETH and located behind the fence on the west side of the building. GETH will meet with these tenants and formalize an agreement between the parties. The proposed development recognizes this operation and plans for the continuation of the current agreement. Access to the dumpster area will be via the public sidewalk on Penn ave and not via the open space on the south and west side of the proposed addition.
9. GEPD and GEFD will provide a written statement regarding the requirements or approval of the proposed open space on the south and west side prior to the next Plan Commission meeting.

Should you have any comments or clarifications of the minutes or items described above, please document and send to the author as soon as possible for correction and distribution.

FY 2010
METROPOLITAN FAMILY SERVICES
BOARD OF DIRECTORS

OFFICERS

CHAIRMAN

VIRGINIA JOHNSON PILLMAN
President
Virginia M. Johnson & Associates
1853 W. Nelson
Chicago, IL 60657
(773) 348-4594

VICE CHAIRMAN

C. KENNETH LOVE
270 E. Pearson Street, #503
Chicago, IL 60611
(312) 203-7771

TREASURER

DENIS H. HURLEY
Chief Financial Officer
Metropolitan Family Services
One North Dearborn, Suite 1000
Chicago, IL 60602
(312) 986-4000

PRESIDENT

RICHARD L. JONES, Ph.D.
President
Metropolitan Family Services
One North Dearborn, Suite 1000
Chicago, IL 60602
(312) 986-4000

SECRETARY

ERIC ANDERSON
Partner
Staub Anderson Green LLC
55 W. Monroe, Suite 1925
Chicago, IL 60603
(312) 345-0545

ASSISTANT SECRETARY

BARBARA WINKELMAN
Metropolitan Family Services
One North Dearborn, Suite 1000
Chicago, IL 60602
(312) 986-4000

ERIK BAREFIELD
Senior Vice President, Advanced Strategies
Group
Mesirow Financial
321 North Clark St.
Chicago, IL 60610
(312) 595-7388

THERESE M. BOBEK
Partner
PricewaterhouseCoopers LLP
One North Wacker Drive
Chicago, IL 60606
(312) 298-2009

CHARLES B. BOEHRER
Partner
Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601-9703
(312) 558-5989

MARCUS E. BOGGS
Wealth Advisor
Merrill Lynch Wealth Management
33 W. Monroe Street, Suite 2200
Chicago, IL 60603
(312) 269-5043

ERICA CANZONA
Vice President, Private Wealth Management
Goldman Sachs & Co.
71 S. Wacker Drive, 3rd Floor
Chicago, IL 60606
(312) 655-5787

ROBERT C. CARR
445 E. North Water Street, #E2301
Chicago, IL 60611
(312) 222-9637

PIYUSH CHAUDHARI
Executive Vice President
Aon Consulting
200 E. Randolph Street
Chicago, IL 60601
(312) 381-4783

JULIE CHAVEZ
Senior Vice President
Bank of America
135 S. LaSalle Street, Suite 325
Chicago, IL 60697
(312) 992-5073

FRANK M. CLARK
Chairman & CEO
ComEd
440 S. LaSalle Street, Suite 3300
Chicago, IL 60605
(312) 394-7184

MERLE GOLDBLATT COHEN
910 N. Lake Shore Drive, #2919
Chicago, IL 60611
(312) 943-1148

JENNIFER COMPARONI
The Boston Consulting Group
300 N. LaSalle
Chicago, IL 60654
(312) 993-3300

JOHN M. COSTIGAN
2402 Fox Meadow Lane
Northfield, IL 60093
(847) 446-8815

TIMOTHY S. CRANE
Executive Vice President
North Shore Community Bank & Trust
Winnetka
576 Lincoln Avenue
Winnetka, IL 60093
(847) 441-2265

JOHN CREGIER
Vice President, Information Technology
U.S. Cellular
1101 Tower Lane
Bensenville, IL 60103
(773) 399-8908

KAREN R. CROTTY
709 Mountain Road
Lake Bluff, IL 60044
(847) 234-4584

DWIGHT P. FAWCETT
Executive Vice President
Heitman
191 N. Wacker Drive, Suite 2500
Chicago, IL 60606
(312) 855-5580

MICHAEL P. FORADAS
Partner
Kirkland & Ellis LLP
300 N. LaSalle, 38th Floor
Chicago, IL 60654
(312) 861-2308

ERIN M. GARDINER
Director, Corporate Communications
Global Medication Delivery
Baxter International Inc.
One Baxter Parkway
Deerfield, IL 60015
(847) 948-4210

C. GARY GERST
President
KCI, Inc.
200 E. Randolph Drive, 44th Floor
Chicago, IL 60601
(312) 228-2230

STEVEN GILFORD
Partner
Proskauer Rose LLP
70 W. Madison, Suite 3800
Chicago, IL 60602-4342
(312) 962-3510

JAMES V. GILLIAM
Vice President
CRA Sr. Relationship Manager
JPMorgan Chase
10 S. Dearborn, Floor 15
Chicago, IL 60603
(312) 325-5057

KRISTINE M. GIVENS, CPA, MST
Managing Director
Harris myCFOTM
111 W. Monroe Street, 10 Central
Chicago, IL 60603
312-461-5066 telephone
312-420-8407 cell phone

DAVID F. GRAHAM
Partner
Sidley, Austin, Brown & Wood LLP
1 S. Dearborn
Chicago, IL 60603
(312) 853-7596

STEPHEN GRIESEMER
Partner
Baker & McKenzie LLP
One Prudential Plaza, Suite 3500
130 E. Randolph Drive
Chicago, IL 60601
(312) 861-2925

WALLACE W. HARRIS, Jr.
Senior Vice President, South District
Harris Community Banking
8400 W. 159th Street
Orland Park, IL 60462
(708) 873-7623

WILLIAM D. HEINZ
Partner
Jenner & Block LLP
330 N. Wabash
Chicago, IL 60611
(312) 923-2763

ROGER HOCHSCHILD
President & Chief Operating Officer
Discover Financial Services
2500 Lake Cook Road
Riverwoods, IL 60015
(224) 405-0390

LAWRENCE HOWE
1020 Grove Street #902
Evanston, IL 60201
(847) 563-8346

R. THOMAS HOWELL, JR.
General Counsel
American Bar Association
321 N. Clark Street, 21st Floor
Chicago, IL 60610
(312) 988-5215

TONY W. HUNTER
President, Publisher & CEO
Chicago Tribune Media Group
435 N. Michigan Avenue, TT300
Chicago, IL 60611
(312) 222.6584

W. KIRK JAMES
Chief Operating Officer
Hub International Limited
55 E. Jackson Boulevard
Chicago, IL 60604
(312) 279-4881

ASHLEY DUCHOSSOIS JOYCE LCSW
Individual & Family Therapist
2000 N. Racine, #2040
Chicago, IL 60614
(773) 404-3100

THOMAS R. KOLDER
President
Crist/Kolder Associates
21 W. Second Street
Hinsdale, IL 60521
(630) 321-1985

RONALD KROPP
Chief Financial Officer
ITW
3600 W. Lake Avenue
Glenview, IL 60025
(847) 657-4128

C. KENNETH LOVE
270 E. Pearson Street, #503
Chicago, IL 60611
(312) 755-1953

JOHN L. MACCARTHY
Executive Vice President
Nuveen Investments Inc.
333 W. Wacker Drive, 33rd Floor
Chicago, IL 60606
(312) 917-7955

JEANNE MARCUS
2139 W. Shakespeare Avenue
Chicago, IL 60647-3315
(773) 772-7710

TERRY MCCAFFREY
President
Optimum Investment Advisors
100 S. Wacker Drive, Suite 2100
Chicago, IL 60606
(312) 456-3341

JOHN V.N. MCCLURE
30 Indian Hill Road
Winnetka, IL 60093
(847) 446-5632

MARTHA WHITTEMORE MELMAN
20 Locust Road
Winnetka, IL 60093
(847) 446-6864

WILLIAM A. MOLINA
Police Officer
Chicago Police Department
3315 W. Ogden
Chicago, IL 60623
(312) 747-7429

DIANA PALOMAR SCOTT
Vice President, Community Affairs
ABC 7 Chicago
190 N. State Street
Chicago, IL 60601
(312) 750-7515

VIRGINIA JOHNSON PILLMAN
President
Virginia M. Johnson & Associates
1853 W. Nelson
Chicago, IL 60657
(773) 348-4594

DANIEL F. RAHILL
Partner-in-Charge, Tax
KPMG LLP
303 E. Wacker Drive
Chicago, IL 60601
(312) 665-5222

ALLEN A. RODRIGUEZ
Senior Vice President &
Director of Community Affairs
Charter One Bank
71 S. Wacker Drive, 29th Floor
Chicago, IL 60606
(773) 804-2019

KATHLEEN KELLY RUMMEL
President
K. R. Communications
538 W. Hawthorne
Chicago, IL 60657
(773) 549-2880

LISA COHEN SCHENKMAN
4022 N. Hermitage Avenue
Chicago, IL 60613-2510
(773) 296-4583

EILEEN P. SCUDDER
3800 N. Lake Shore Drive, Apt. 11A
Chicago, IL 60613
(773) 525-3225

LAURIE FETZER SHULTS
2341 Peachtree Lane
Northbrook, IL 60062
(847) 562-8972

CATHERINE SIEGEL, LCSW
2430 N. Lakeview, Apr. 15N
Chicago, IL 60614
(773) 528-9108

SCOTT C. SOLBERG
Partner
Eimer Stahl Klevorn & Solberg LLP
224 S. Michigan Avenue, Suite 1100
Chicago, IL 60604
(312) 660-7603

(312) 557-0469
BRIAN J. WHITE
Independent Financial Advisor
401 N. Michigan Avenue, Suite 1200
Chicago, IL 60611
(312) 840-8595

BYRON O. SPRUELL
Principal, Chief of Staff to US CEO
Deloitte LLP
1633 Broadway
New York, NY 10019
(212) 492-4420

DEBBIE K. WRIGHT
Chief Counsel – Global Intellectual Property,
Open Innovation & Supply Chain
Kraft Foods
Three Lakes Drive
Northfield, IL 60093
(847) 646-2852

DONALD M. STEWART
Visiting Professor
The Harris School, University of Chicago
1155 E. 60th Street, Room 150
Chicago, IL 60637
(773) 702-5747

JAMES E. THOMPSON
1959 N. Howe
Chicago, IL 60614
(847) 830-7132

DAVID S. TROPP
Senior Vice President
CB Richard Ellis
311 S. Wacker, Suite 400
Chicago, IL 60606
(312) 935-1424

LYNN TURNER
233 E. Walton
Chicago, IL 60611
(312) 482-8282

MICHAEL A. VARDAS, JR.
Executive Vice President
The Northern Trust Company
50 S. LaSalle Street
Chicago, IL 60603

COMMITMENT FOR TITLE INSURANCE



Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY ("Company"), for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
171 N. CLARK STREET
CHICAGO, IL 60601

Refer Inquiries To:

(312)223-2823

CHICAGO TITLE INSURANCE COMPANY

By

Henry S. Gray
Authorized Signatory



Commitment No.: 1401 SA3936025 F1

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: 495-497 PENNSYLVANIA AVENUE

ORDER NO. : 1401 SA3936025 F1

EFFECTIVE DATE: MAY 17, 2007

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY: ALTA OWNERS 2006
AMOUNT: \$10,000.00
PROPOSED INSURED: TO COME

LOAN POLICY: ALTA LOAN 2006
AMOUNT: TO COME
PROPOSED INSURED: TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:
METROPOLITAN FAMILY SERVICES DUPAGE, FORMERLY KNOWN AS FAMILY SERVICE ASSOCIATION OF
DUPAGE COUNTY, AN ILLINOIS CORPORATION

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO. : 1401 SA3936025 F1

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:
TO COME.

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:
NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO. : 1401 SA3936025 F1

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THAT PART OF LOT 3 IN BLOCK 4 IN COUNTY CLERK'S SECOND ASSESSMENT DIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, THENCE NORTH 128.6 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF PENNSYLVANIA AVENUE, 50 FEET; THENCE SOUTH TO A POINT IN THE SOUTH LINE OF SAID LOT 50 FEET WEST OF THE SOUTHEAST CORNER; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING, IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1906 AS DOCUMENT 88052, IN DU PAGE COUNTY, ILLINOIS

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO. : 1401 SA3936025 F1

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:
 - A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;
 - B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.
8. NOTE FOR ADDITIONAL INFORMATION: THE DUPAGE COUNTY RECORDER REQUIRES THAT ANY DOCUMENTS PRESENTED FOR RECORDING CONTAIN THE FOLLOWING INFORMATION:
 - A. THE NAME AND ADDRESS OF THE PARTY WHO PREPARED THE DOCUMENT;
 - B. THE NAME AND ADDRESS OF THE PARTY TO WHOM THE DOCUMENT SHOULD BE MAILED AFTER RECORDING;
 - C. ALL PERMANENT REAL ESTATE TAX INDEX NUMBERS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
 - D. THE ADDRESS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
 - E. ALL DEEDS SHOULD CONTAIN THE ADDRESS OF THE GRANTEE AND SHOULD ALSO NOTE THE NAME AND ADDRESS OF THE PARTY TO WHOM THE TAX BILLS SHOULD BE SENT.
 - F. ANY DEEDS CONVEYING UNSUBDIVIDED LAND, OR, PORTIONS OF SUBDIVIDED LAND, MAY NEED TO BE ACCOMPANIED BY A PROPERLY EXECUTED "PLAT ACT AFFIDAVIT."

IN ADDITION, PLEASE NOTE THAT THE MUNICIPALITIES OF ADDISON, AURORA, BARTLETT, BOLINGBROOK, CAROL STREAM, ELK GROVE VILLAGE, ELMHURST, GLENDALE HEIGHTS, GLEN ELLYN, HANOVER PARK, NAPERVILLE, SCHAUMBURG, WEST CHICAGO, WHEATON, AND WOODRIDGE HAVE ENACTED TRANSFER TAX ORDINANCES. TO RECORD A CONVEYANCE OF LAND LOCATED IN THESE MUNICIPALITIES, THE REQUIREMENTS OF THE TRANSFER TAX ORDINANCES MUST BE MET. A CONVEYANCE OF PROPERTY IN THESE CITIES MAY NEED TO HAVE THE APPROPRIATE TRANSFER TAX STAMPS AFFIXED BEFORE IT CAN BE RECORDED.

FURTHERMORE, ALL DEEDS AND MORTGAGES SHOULD INCLUDE THE CURRENT MARITAL STATUS

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO. : 1401 SA3936025 F1

OF ALL INDIVIDUAL PARTIES, WHERE APPROPRIATE. A SPOUSE OF AN INDIVIDUAL GRANTOR OR MORTGAGOR MAY HAVE TO SIGN THE DEED OR MORTGAGE IN ORDER TO RELEASE ANY APPLICABLE HOMESTEAD INTEREST.

THIS EXCEPTION WILL NOT APPEAR ON THE POLICY WHEN ISSUED.

- C 9. GENERAL TAXES FOR THE YEAR 2006 ARE MARKED EXEMPT ON THE COLLECTOR'S WARRANT BOOKS.
PERMANENT INDEX NUMBER: 05-11-315-003
TAXES FOR 2007 NOT YET DUE OR PAYABLE.
- F 10. THE RECORD IS UNCLEAR AS TO THE LEGAL NATURE OF METROPOLITAN FAMILY SERVICES DUPAGE. WE SHOULD BE FURNISHED EVIDENCE AS TO THE LEGAL STATUS OF THIS ENTITY. IF IT IS A CORPORATION, WE SHOULD BE FURNISHED A CURRENT "CERTIFICATE OF GOOD STANDING" AND DIRECTORS' RESOLUTIONS WHICH AUTHORIZE THE CONTEMPLATED CONVEYANCE OR MORTGAGE. IF IT IS A PARTNERSHIP, WE SHOULD BE FURNISHED A COPY OF THE PARTNERSHIP AGREEMENT AND ANY AMENDMENTS THERETO. IF IT IS AN UNINCORPORATED ASSOCIATION, ITS ABILITY TO HOLD TITLE IS QUESTIONABLE AND, IN THIS REGARD, WE SHOULD BE FURNISHED THE GOVERNING REGULATIONS OF SAID ASSOCIATION AND A RESOLUTION THAT AUTHORIZES THE CONTEMPLATED CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.
- G 11. THE LAND LIES WITHIN THE BOUNDARIES OF A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCE RECORDED AS DOCUMENT R95-207128 AND RE-RECORDED AS DOCUMENT R97-014858, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES. ORDINANCE NO. 4449 ESTABLISHING SPECIAL SERVICE AREA # 6
- H 12. VILLAGE OF GLEN ELLYN ORDINANCE # 4778 RECORDED DECEMBER 21, 1999 AS DOCUMENT R99-261538, INCREASING THE MAXIMUM TAX RATE, EXTENDING THE TERM AND AMENDING THE LEGAL DESCRIPTION AND BOUNDARIES OF SPECIAL SERVICE AREA # 6

NOTE: ALSO SHOWN IN ORDINANCE RECORDED AS DOCUMENT NUMBER R2000-021154
- I 13. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
- J 14. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.
- K 15. AGREEMENT DATED APRIL 5, 1951 AND RECORDED APRIL 18, 1951 AS DOCUMENT 621264 BETWEEN GLEN ELLYN LODGE NO. 1012, LOYAL ORDER OF MOOSE, FIRST PARTY AND RICHARD S. HADLEY AND FLORENCE E., HIS WIFE, SECOND PARTIES WHEREIN SAID FIRST PARTY GRANTS UNTO SAID SECOND PARTIES AND TO THE SUCCESSORS IN TITLE TO THE PREMISES ADJOINING TO THE WEST THE RIGHT TO USE FOR INGRESS AND EGRESS A DRIVEWAY LOCATED ON THE LAND AND THE WEST LINE OF SAID PREMISES UNTIL SUCH TIME AS THE FIRST PARTY OR SUCCESSORS SHALL BUILD ON SAID DRIVEWAY.
- N 16. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO. : 1401 SA3936025 F1

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME
FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

0 17. ISSUED BY:

ERIC ANDERSON
55 W MONROE, SUITE 500, CHICAGO, ILLINOIS 60603
PHONE: (312)641-0060

AUTHORIZED SIGNATORY

** END **

AFFIDAVIT OF AUTHORIZATION

DENIS HULLY
~~Ted Thelen~~
497 Pennsylvania Ave

REPRESENTATIVE OF THE
A owner of the property described as

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

Denis Hulley
OWNER'S *act.*

Peter Lewis
NOTARY



REIMBURSEMENT OF FEES AGREEMENT

Village of Glen Ellyn Acct: # _____

Initial Deposit Amount: _____

- I. DESCRIPTION OF PROJECT: Glen Ellyn Treasure House
- II. OWNER:
- A. Owner of Property: Metropolitan Family Services
- B. Owner's Address: One North Dearborn, Chicago, IL 60602
- C. Owner's Home Phone Number: _____ Fax: _____
- D. Owner's Work Phone Number: 312-986-4197
- E. Owner's E-mail: thelent@metrofamily.org
- F. If Owner is a Land Trust or Corporation, the attached disclosures of interest should be filled out.
- III. PERSON MAKING REQUEST (Petitioner):
- A. Name of Petitioner: PPK Architects
- B. Petitioner's Address: 444 N. Main St. #200, Glen Ellyn, IL 60137
- C. Petitioner's Home Phone Number: _____
- D. Petitioner's Work Number: 630-469-0999
- E. Petitioner's E-mail: crp@ppkarchitects.com
- IV. LOCATION OF PROPERTY:
- A. General Location of Property: 497 Pennsylvania Ave
- B. Acreage of Parcel: .15 acres
- C. Permanent Index Number(s): _____
- D. Legal Description (Please attach)
- V. REIMBURSEMENT OF FEES:

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

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

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

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

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

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

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

Upon the failure of the petitioner or owner to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on the application by the Village President and Board of Trustees,

or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, reviews of any plans or applications, the granting of any relief or approvals, issuance of any permits or occupancies, performance of inspections and the execution or recording of any documents, until all such outstanding fees are paid in full and/or the initial deposit is restored to its full amount. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, apply any or all of the initial deposit to the outstanding balance due.

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

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

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

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

Petitioner

Owner:

Date: _____

Dennis Hurley, CFO

9/14/10

Village of Glen Ellyn

By: _____

Planning and Development Director

Date: _____

Tel. (630) 293-8900

Fax (630) 293-8902

Steinbrecher Land Surveyors, Inc.

Professional Land Surveying since 1929

141 S. Neltnor Blvd., West Chicago, IL 60185-2844
Rich@slandsurveyors.com

September 3, 2010

Craig Pryde
ppk architects
444 N. Main Street
Glen Ellyn, IL 60137

RE: 497 Pennsylvania

Dear Craig,

In regards to your recent email stating that the Village of Glen Ellyn was going to require that detention be provided for the increased impervious for the proposed addition on the above referenced property.

I contacted the consulting engineer for the village, Bill McGurr. He stated that because of the size of this project, detention would not be required. The village has a minimum volume requirement and this project would generate less volume than that which is required.

If the village has any additional concerns or questions, I suggest they contact Bill McGurr.

Sincerely,


Rich Steinbrecher

Craig Pryde

From: Rich Steinbrecher [rich@slandsurveyors.com]
Sent: Tuesday, September 07, 2010 3:36 PM
To: MicheleS@glenellyn.org
Cc: Craig Pryde
Subject: Glen Ellyn Treasure House

Michelle,

Detention is not required for this Site. Total disturbed area to be 3,149 S.F. which is below the 3,500 S.F. at which the Village requires detention to be provided per the ordinance.

Rich

Applicant: Metropolitan Family Services
Contact: Ted Thelen
Address: 1 N. Dearborn
Chicago, IL 60602

IDNR Project #: 1101518
Date: 08/12/2010

Project: Glen Ellyn Treasure House
Address: 497 Pennsylvania Ave, Glen Ellyn

Description: One story, 2000 gsf addition to existing building in downtown Glen Ellyn

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: DuPage
Township, Range, Section:
39N, 10E, 11



IL Department of Natural Resources Contact
Rick Pietruszka
217-785-5500
Division of Ecosystems & Environment

Local or State Government Jurisdiction
Village of Glen Ellyn
Michelle Stegall
535 Duane Street
Glen Ellyn, Illinois 60137

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law. Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

LAND USE OPINION APPLICATION

Kane-DuPage Soil and Water Conservation District
2315 Dean Street, Suite 100, St. Charles, IL 60175-4823
(630) 584-7961 Ext. 3

Send report to:

PETITIONER: Metropolitan Family Services
ADDRESS: 1 N. Dearborn
Chicago, IL 60602
EMAIL: thelent@metrofamily.org

FOR OFFICE USE ONLY	
LUO# _____	Date Due _____
Date initially rec'd _____	
Date all rec'd _____	Date completed _____
Fee Paid _____	Refund Due _____
By _____	Overpayment _____
	No Report Nec _____
	Gov't Agency _____

CONTACT PERSON: Ted Thelen
TELEPHONE: 312-986-4197
Please allow 30 days for inspection and processing.

Location:
Township Milton
Section(s) 11
Township(s) 39 N Range(s) 10 E

TYPE OF PROPOSAL: Change in Zoning from _____ to _____ Project or Subdivision Name _____
 Subdivision or Planned Unit Development (PUD)
 Variance-Please describe fully on separate sheet
 Special Use Permit-Please describe fully on separate sheet

Unit of Government Responsible for Permits Village of Glen Ellyn Date of Public Hearing September 2
Current Use of Site commercial Proposed Use commercial
Surrounding Land Use commercial Number of Acres .15
Location address (or nearest intersection) Main Street/ Pennsylvania Ave

PROPOSED IMPROVEMENTS: (check all applicable items)

Planned Structures:

- Dwellings w/o Basements
- Dwellings with Basements
- Commercial Buildings
- Other _____

Open Space:

- Park/Playground Areas
- Common Open Space Areas
- Other _____

Water Supply:

- Individual Wells
- Community Water

Wastewater Treatment:

- Septic System
- Sanitary Sewers
- Other _____

Stormwater Treatment:

- Drainage Ditches or Swales
- Storm Sewers
- Dry Detention Basin
- Wet Retention Basin
- No Detention Facilities Proposed
- Other Detention Fee

EXISTING SITE CHARACTERISTICS: (check all applicable items)

- Ponds or Lakes
- Wetland(s)
- Floodplain
- Floodway
- Woodland
- Cropland
- Drainage Tiles
- Disturbed Land
- Stream(s)
- Other existign building

REQUIRED: INCLUDE ONE COPY EACH OF THE FOLLOWING-Processing will not begin without the following:

- APPLICATION completed and signed
- FEE according to schedule below
- PLAT OF SURVEY/SITE PLAN showing legal description, legal measurements
- SITE /CONCEPT PLAN showing lots, streets, storm water detention areas, open areas, etc.
- LOCATION MAP (if not on maps above)-include distances from major roadways or tax parcel number

IF AVAILABLE - NOT REQUIRED:

- ZONING or LAND USE PETITION filed with unit of government (if relevant)
- TOPOGRAPHY MAP OR WETLANDS DELINEATIONS

FEE AMOUNTS: last updated March 1, 2007

\$375.00 for 1 - 3 acres or fraction thereof

\$407.00 for 4 - 5 acres or fraction thereof

For 5 - 200 acres see chart

> 200 acres: ADD \$12.00 for each additional acre or fraction thereof over the 200 acre amount.
\$55.00 processing fee if no report is required

MAKE CHECKS PAYABLE TO: Kane-DuPage Soil and Water Conservation District

I (we) understand the filing of this application allows the authorized representative of the Kane-DuPage Soil and Water Conservation District to visit and conduct an evaluation of the site.

Petitioner or Authorized Agent _____

Date 8/12/2010

This opinion will be issued on a nondiscriminatory basis without regard to race, color, religion, sex, age, marital status, handicap, or national origin

For the convenience of those who must comply with the provisions of the Illinois Soil and Water Conservation District Act, Section 22.02a (Illinois Compiled Statutes, Chapter 70, Paragraph 405, Section 22.02a), enacted December 3, 1971, effective July 1, 1972, we quote this section:

“The Soil and Water Conservation District shall make all natural resource information available to the appropriate county agency or municipality in the promulgation of zoning ordinances or variances. Any person who petitions any municipality or county agency in the district for variation, amendment, or other relief from that municipality’s or county’s zoning ordinance or who proposes to subdivide vacant or agricultural lands therein shall furnish a copy of such petition or proposal to the Soil and Water Conservation District. The Soil and Water Conservation District shall be given not more than 30 days from the time of receipt of the petition or proposal to issue its written opinion concerning the petition or proposal and submit the same to the appropriate county agency or municipality for further action.”
 Added by Act approved December 3, 1971.

The amendment is designed to assist the unit of government considering the proposal. The natural resources and the environment are the main concerns in the development of the Land Use Opinion.

To facilitate compliance with the Act by land developers and others, Kane-DuPage Soil and Water Conservation District has formulated a set of guidelines and a standardized set of fees, as provided for in section 22.09 of this Act:

“The District may charge fees to any person who makes a request for services or receives benefits rendered by the District, or who causes or undertakes to cause the District to perform a function prescribed by this Act, including but not limited to any function prescribed by Section 22.02a of this Act, provided that such charges are uniform. The Directors shall maintain a uniform schedule for such fees and may from time to time revise such schedule. The charging of any such fees is uniformly charged and in accordance with a uniform schedule by any District to any person for such service or benefits or performance of any such functions prior to the effective date of this amendatory Act of 1975 is ratified.”

LAND USE OPINION FEE SCHEDULE

EFFECTIVE March 1, 2007

\$375.00 for 1-3 acres or fraction thereof

\$407.00 for 4-5 acres or fraction thereof

For 5 - 200 acres see chart

For over 200 acres: ADD \$12.00 for each additional acre or fraction there of over the 200 acre amount.

\$55.00 processing fee if no report is required

Acres	Fee	Acres	Fee	Acres	Fee	Acres	Fee	Acres	Fee	Acres	Fee	Acres	Fee	Acres	Fee	Acres	Fee	Acres	Fee
1	375	21	682	41	1028	61	1381	81	1722	101	2068	121	2427	141	2773	161	3120	181	3467
2	375	22	699	42	1052	62	1398	82	1739	102	2092	122	2444	142	2791	162	3137	182	3484
3	375	23	717	43	1069	63	1416	83	1757	103	2109	123	2461	143	2808	163	3154	183	3501
4	407	24	734	44	1086	64	1433	84	1774	104	2126	124	2479	144	2826	164	3173	184	3519
5	407	25	751	45	1103	65	1450	85	1791	105	2143	125	2496	145	2843	165	3190	185	3536
6	428	26	768	46	1121	66	1468	86	1808	106	2161	126	2513	146	2860	166	3207	186	3553
7	439	27	785	47	1138	67	1485	87	1825	107	2179	127	2531	147	2877	167	3224	187	3571
8	455	28	804	48	1156	68	1502	88	1844	108	2196	128	2548	148	2894	168	3241	188	3588
9	476	29	821	49	1173	69	1519	89	1861	109	2213	129	2566	149	2913	169	3259	189	3606
10	492	30	838	50	1190	70	1537	90	1878	110	2230	130	2583	150	2930	170	3276	190	3623
11	508	31	855	51	1208	71	1555	91	1895	111	2248	131	2600	151	2947	171	3293	191	3640
12	525	32	872	52	1225	72	1572	92	1912	112	2265	132	2617	152	2964	172	3311	192	3657
13	544	33	890	53	1242	73	1589	93	1930	113	2282	133	2634	153	2981	173	3328	193	3674
14	561	34	907	54	1259	74	1606	94	1947	114	2299	134	2653	154	2999	174	3346	194	3693
15	566	35	924	55	1277	75	1623	95	1965	115	2323	135	2670	155	3016	175	3363	195	3710
16	595	36	942	56	1295	76	1641	96	1982	116	2340	136	2687	156	3033	176	3380	196	3727
17	612	37	959	57	1312	77	1652	97	1999	117	2357	137	2704	157	3051	177	3397	197	3744
18	630	38	977	58	1329	78	1670	98	2017	118	2374	138	2721	158	3068	178	3414	198	3761
19	647	39	994	59	1346	79	1687	99	2034	119	2393	139	2739	159	3086	179	3433	199	3779
20	664	40	1011	60	1363	80	1705	100	2051	120	2410	140	2756	160	3103	180	3450	200	3796



524 Pennsylvania Avenue
P.O. Box 460
Glen Ellyn, Illinois 60138-0460

Scott Raffensparger, Chief

(630) 469-5265
FAX (630) 469-1762

September 1, 2010

Ms. Michele Stegall
Planning and Development
Village of Glen Ellyn

Subject: Treasure House Addition

Dear Michele,

As established at our meeting yesterday, the Fire Company has determined that the unsafe exit discharge that currently exists to the rear of Curly's and adjacent occupancies will not be made worse by the proposed addition to the Treasure House building. The current "exit discharge" does not meet NFPA 101 – Life Safety Code requirements.

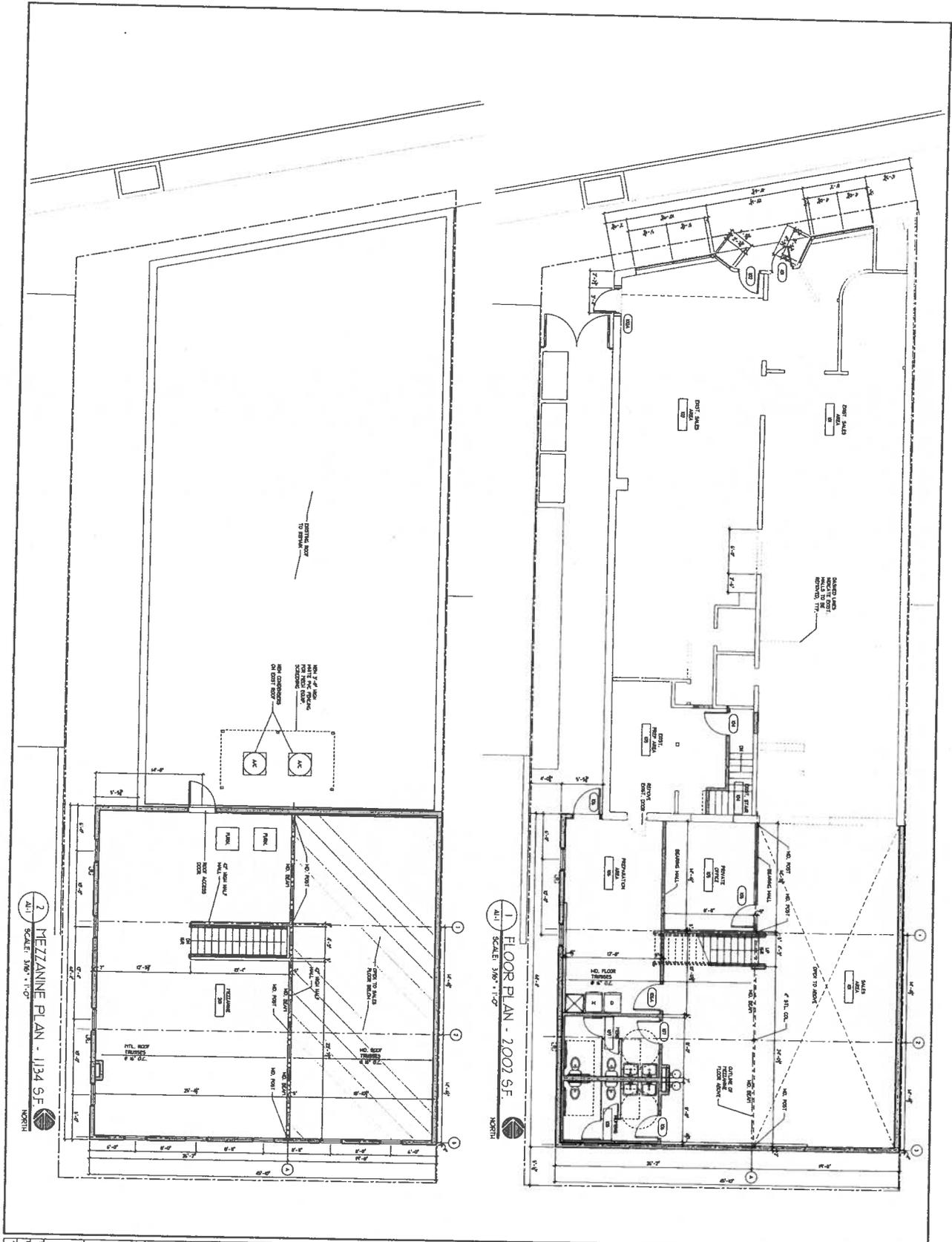
We would hope that there will be some documentation that will mandate the Treasure House to maintain the area between the rear of their building and the building to the south in a "free and clear" manner, such as clearing snow and vegetation and not obstructing the passageway with storage, etc. as this will still be part of the "exit discharge" which will ultimately allow Curly's patrons access to the "public way". The Curly exit discharge will still not be in compliance with the Code. It is not the responsibility of the Treasure House to solve this problem.

Perhaps we can deal with the Curly's issue at another time.

Respectfully,

Fire Chief

Celebrating 100 Years – October 11, 2007



2 MEZZANINE PLAN - 134 SF
SCALE: 3/8" = 1'-0"
NORTH

1 FLOOR PLAN - 2002 SF
SCALE: 3/8" = 1'-0"
NORTH

PROPOSED NEW ADDITION FOR:
TREASURE HOUSE

497 PENNSYLVANIA AVE.
GLEN ELLYN, IL

DATE: 07/11/13	NO. 15	PROJECT: METROPOLITAN FAMILY SERVICES
DATE: 07/11/13	NO. 14	NO. 14
DATE: 07/11/13	NO. 13	NO. 13
DATE: 07/11/13	NO. 12	NO. 12
DATE: 07/11/13	NO. 11	NO. 11
DATE: 07/11/13	NO. 10	NO. 10
DATE: 07/11/13	NO. 9	NO. 9
DATE: 07/11/13	NO. 8	NO. 8
DATE: 07/11/13	NO. 7	NO. 7
DATE: 07/11/13	NO. 6	NO. 6
DATE: 07/11/13	NO. 5	NO. 5
DATE: 07/11/13	NO. 4	NO. 4
DATE: 07/11/13	NO. 3	NO. 3
DATE: 07/11/13	NO. 2	NO. 2
DATE: 07/11/13	NO. 1	NO. 1

MEZZANINE PLAN
A1-1

