

Agenda
Glen Ellyn Village Board of Trustees
Monday, March 28, 2011
8:00 p.m. – Galligan Board Room

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Village Recognition
5. Audience Participation **(Pages 4-6)**
 - A. Proclamation recognizing Schmid's for assisting the residents of Glen Ellyn for many years as a full-service pharmacy and more recently as a card and gift store.
 - B. Proclamation recognizing Karmis Carpet and Rugs who are going out of business after 46 years of serving the residents of Glen Ellyn.
 - C. Proclamation recognizing Rod and Joyce Pennington who started Express Press in 1983 and are closing their store in Glen Ellyn after 28 years of providing service to the community.
6. Consent Agenda

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

 - A. Village Board Meeting Minutes: **(Pages 7-17)**
 - March 14, 2011 Workshop
 - March 14, 2011 Regular Meeting
 - March 21, 2011 Budget Workshop
 - B. Total Expenditures (Payroll and Vouchers) \$690,147.71.

The vouchers have been reviewed by Trustee Ladesic prior to this meeting.
 - C. Motion to approve a license agreement to allow tables and chairs in the public right-of-way for Vitorio's Ristorante at 504 Crescent Boulevard and Starbucks at 536 Crescent Boulevard, and license agreements to allow tables and chairs and wind enclosures in the public right-of-way for Tap House Grill at 411 N. Main Street and Gratto Trattoria & Tapas Bar at 433 N. Main Street. *(Planning and Development Director Hulseberg)* **(Pages 18-33)**

- D. Ordinance No. 5924-VC, an Ordinance to Amend Section 9-5-3 (Schedule C; Stop Intersections) of the Village Code of the Village of Glen Ellyn, Illinois Regarding Traffic Control at the Intersection of Duane Street and Melrose Avenue. (*Police Chief Norton*) (Pages 34-38)
7. Planning and Development Director Staci Hulseberg will present information regarding proposed annexation agreements for 89 properties in the Glen Crest North and South subdivisions generally located east of Route 53 on Marston Avenue, Brook Court, Lorry Court, Crest Court, Marston Court, Ridge Road, Danby Drive, and Glen Crest Drive. In 1975, the Village entered into an agreement with the developer of the Glen Crest subdivision to provide water to the development in exchange for agreeing to annex the properties upon their becoming contiguous to the Village. The agreement is no longer valid. The proposed annexation agreements are meant to renew this agreement and will allow the properties to continue to be served by Village water and sanitary sewer services. (*Trustee Ladesic*) (Pages 39-78)
- A. Public hearing regarding proposed annexation agreements for 89 properties generally located east of Route 53, on Marston Avenue, Brook Court, Lorry Court, Crest Court, Marston Court, Ridge Road, Danby Drive, Glen Crest Drive, Route 53 and Bemis Road.
- B. Ordinance No. 5925, an Ordinance Approving Annexation Agreements for 89 Properties on Marston Avenue, Marston Court, Crest Court, Lorry Court, Brook Court, Ridge Road, Danby Drive, Glen Crest Drive, Bemis Road and Route 53, Glen Ellyn, Illinois.
8. Ordinance No. 5926, an Ordinance Extending the Expiration Date of Ordinance No. 5513 which was Previously Extended by Ordinance Nos. 5652 and 5797 and which Granted a Variation from the Lot Width Requirements for Property at 254 Glenwood Avenue, Glen Ellyn, Illinois. (*Trustee Thorsell*) (Pages 79-106)
- Planning and Development Director Staci Hulseberg will present information on this requested ordinance which would approve a third extension of Ordinance No. 5513 approved on October 23, 2006, granting a lot width variation for 254 Glenwood Avenue. Two previous extensions were granted on February 11, 2008 by the adoption of Ordinance No. 5652 and on September 28, 2009 by the adoption of Ordinance No. 5797. The property owner, Ray Whalen, has requested a third extension due to current market conditions. If approved, a third 18-month extension would extend the expiration of Ordinance No. 5513 to October 23, 2012.
9. Professional Engineer Bob Minix will present information on the Sunset/Turner Improvements Project, our first infrastructure improvements project planned for the 2011 construction season. The project area includes Sunset between Fairview and Turner; Turner between Newton and Forest (except for the segment between Regent and Sunset); and Glenwood between Turner and Hill. The work will be comprehensive in scope including new sanitary sewer replacement mains at selected locations; new water mains on Sunset; new water and sanitary services at all residences; storm sewer replacement and extensions; and asphalt roadway reconstruction. Construction will begin in April 2011 and is scheduled for completion in early September. R.W. Dunteman Company of

Addison, Illinois submitted the lowest of ten bids received at the March 17, 2011 bid opening. The bid of \$2,239,575 is nearly 30 percent under the engineer's estimate of \$3,130,000. Civiltech Engineering of Itasca, Illinois will be retained to provide the necessary construction phase engineering services in the not-to-exceed amount of \$281,650. Civiltech was selected by staff for this assignment based on previous excellent performance, knowledge of the project area, and continued competitive pricing for their services. *(Trustee Comerford) (107-116)*

- A. Motion to approve award of a contract to R.W. Dunteman Company for improvements associated with the Sunset/Turner Improvements Project, in the amount of \$2,400,000 (including contingencies of 5 percent for roadway and storm sewer items and 10 percent for water and sanitary sewer items), to be expensed to the FY 12 Water, Sanitary Sewer and Capital Projects funds.
- B. Motion to approve an engineering services agreement with Civiltech Engineering for the engineering services for the Sunset/Turner Improvements Project, in the total not-to-exceed amount of \$300,000 (including a 5-percent contingency), to be expensed to the FY12 Water, Sanitary Sewer and Capital Projects funds.

10. Reminders:

- A Special Village Board Meeting will be held on Monday, April 4, 2011 at 8:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.
- The next Regular Village Board Meeting is scheduled for Monday, April 11, 2011 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. Adjournment

13. Press Conference

A-5A



VILLAGE OF GLEN ELLYN

Proclamation

WHEREAS, Ted and Florence Schmid relocated to Glen Ellyn from Chicago and opened a drug store in 1967, moving to their current location at 486 Pennsylvania Avenue in 1976; and

WHEREAS, the business began as a pharmacy, providing tireless service to the Glen Ellyn community and emerged as a gift shop, providing gifts, cards, stationery, employment for our young people, and the best homemade fudge; and

WHEREAS, after 44 years of business, Schmid's closed on March 19, 2011;

NOW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do hereby convey the sincere thanks and appreciation of the Village Board and the residents of Glen Ellyn for the contributions of Ted and Florence Schmid, and express our heartfelt gratitude for their many years of exceptional service, which helped make Glen Ellyn a wonderful community.

Village President

attest:

Village Clerk

Date

A-5B



VILLAGE OF GLEN ELLYN

Proclamation

WHEREAS, George Karmis opened a carpet store in 1965 in a cinderblock building located at 519 N. Main Street, moved to 530 S. Main Street, and, three years ago, relocated to their current location at 682 Roosevelt Road; and

WHEREAS, the business thrived under the leadership of two generations of family members, including Chris, John, and Jim Karmis, providing superior service to Glen Ellyn and surrounding communities; and

WHEREAS, after 46 years of business, Karmis Carpet and Rugs will be closing effective March 31, 2011;

NOW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do hereby convey the sincere thanks and appreciation of the Village Board and the residents of Glen Ellyn for the contributions of the Karmis family, and express our heartfelt gratitude for their many years of exceptional service, which helped make Glen Ellyn a wonderful community.

Village President

attest:

Village Clerk

Date

A-5c



VILLAGE OF GLEN ELLYN

Proclamation

WHEREAS, Rod and Joyce Pennington established Express Press, a printing business in Glen Ellyn in 1983; and

WHEREAS, by their quality work, attention to detail, and a dedication to getting the job done well, the business thrived and became an important resource for residents and other businesses; and

WHEREAS, after 28 years of business, Express Press will be leaving our community;

NOW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do hereby convey the sincere thanks and appreciation of the Village Board and the residents of Glen Ellyn for the contributions of the Pennington family, and express our heartfelt gratitude for their many years of exceptional service, which helped make Glen Ellyn a wonderful community.

Village President

attest:

Village Clerk

Date

A-6A

**Minutes
Regular Village Board Workshop
Glen Ellyn Village Board of Trustees
March 14, 2011**

Time of Meeting: 7:00 p.m.

Present: President Pfefferman; Trustees Henninger, Comerford, Ladesic, Hartweg, and Thorsell; Village Attorney Diamond; Village Clerk Connors.
Staff present: Interim Village Manager Burghard, Schrader, Hulseberg, Noller, Norton, Planning Intern Letson.

1. Call to Order

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

2. Manor Woods Path Safety Project

Interim Village Manager Burghard toured the area recently. He explained that last fall the Public Works Department obtained prices for beginning the clean up around the edges and removal of the safety hazards of Manor Woods. The contract is less than \$10,000, so he authorized Public Works to accept the lowest bid to begin the work. He brings it to the Village Board and public since it has depreciated and is of much interest to the community. Manor Woods can be an asset to the community. During the course of the work, it was determined that Manor Woods has peat in sections and found it would be costly to remove the peat. Some kind of a plan is going to be put together to remove the hazardous portions. The contract will begin in late March or early April. As the area is cleared, Manager Burghard will check on the No Trespass signs and investigate the signs. He also announced that if neighbors want to help, they are encouraged to do so. He informed the Village Board that it will take two or three fiscal years to finish the area. The area is now a liability, but it can be an asset. It will not be manicured, but will be an environmental area. Anyone with questions, should call the Village Manager's office at this point.

3. Other Items?

None

4. Adjournment

At 7:10p.m., Trustee Hartweg moved, seconded by Trustee Ladesic to adjourn to Executive Session in Room 301 for purposes of discussing pending litigation, criminal investigations, and the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, adjourning thereafter to the regularly scheduled 8:00p.m. Village Board Meeting. Upon roll call, Trustees Hartweg, Ladesic, Comerford, Henninger, and Thorsell voted “Aye.” Meeting adjourned.

Submitted by:

Suzanne R. Connors,
Village Clerk

**Minutes
Regular Meeting
Glen Ellyn Village Board of Trustees
March 14, 2011**

Call to Order

Village President Pfefferman called the meeting to order at 8:03 p.m. He then asked for a moment of silence for John Perry, a Glen Ellyn native and U.S. Marshall who died last week from a gun shot wound in the performance of his duty. The Village thanks Marshall Perry for his dedication to his country.

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

President Pfefferman led the Pledge of Allegiance.

Village Recognition

- a. Facilities Supervisor Harold Kolze and Custodian Gary Kostal received a complimentary letter from the American Association of University Women for their helpfulness and support of the AAUW events held at the Civic Center.
- b. Community Service Officer Rose Volpe was recognized by the Police Department for assisting at the recent Chicago Auto Show serving as a safety seat technician.
- c. The Village Board and Management Team congratulated the following employees who recently celebrated an anniversary as a Village employee:

Phillip Dziejwior	Glenbard Wastewater	Ten Years
Alan Robertson	Glenbard Wastewater	Ten Years

Trustee Comerford and Trustee Cooper are congratulated for being part of a five member team who placed first in a spelling championship for the Children's Resource Center.

Audience Participation

President Pfefferman explained the damage to the wall surrounding the horse trough at the corner of Main and Crescent. The brick wall was damaged initially by a crash and further by a second crash. Work began on March 14 and the bricks should in place and finished by the end of the week. The stone caps have been ordered since they could not be salvaged.

Consent Agenda

Interim Village Manager Burghard presented the Consent Agenda; Village President Pfefferman called for questions and/or discussion on the items on the following Consent Agenda:

- a. **Minutes** of the following Village Board Meetings:
Workshop Meetings
February 28, 2011

Regular Meeting
February 28, 2011
- b. Total **Expenditures** (Payroll and Vouchers) - \$1,657,260.64.
The vouchers were reviewed by Trustee Comerford prior to the meeting.
- c. Designate Trustee Cooper as Village **President Pro Tem** for the four-month period from May through August 2011.
- d. Retroactively approve the **Transitional Downtown Organization's Shopper's Secret Stash Bash** event that occurred in the Central Business District on Friday and Saturday, March 11 and 12, 2011.
- e. Purchase of software in the not-to-exceed amount of \$30,000 from Dacra, Inc. to assist in the administration of a **Local Adjudication System**.
- f. Trustee Thorsell requested that this item be removed from the Consent Agenda and placed on the Regular Agenda. This was placed as Item #8 prior to the Reminders item.
- g. Purchase of eight Panasonic CF-31 Toughbook **mobile data computers** and related docking/mounting hardware at a cost of \$50,100 from CDS Office Technologies.
- h. Waive competitive bidding and amend the previously accepted quote from Phase 1 Excavation for the property at **825 N. Main Street** to add the demolition of the property at 553 Geneva Road at a total cost not to exceed \$29,750 for both properties.
- i. Two license agreements to allow **tables and chairs in the public right-of-way** for Einstein Bros. Bagels at 443 N. Main Street, and to allow a **hot dog cart** for Heaven-Lee Hot Dogs at 461 N. Main Street.

Doug Ward, 551 Geneva, spoke regarding Item H, the Carey property demolition. He thanked Staci Hulseberg for keeping him informed about the status of the property and

wanted the Village Board to be aware that he shares a driveway with the Carey property, but is in favor of what is planned.

Larry Noller explained how the demolition was being funded – partially from the Corporate Reserve Fund and part from the Special Programs Fund, an amount allotted for the History Park. Thanks were offered to all Village departments for their efforts in cooperating to make this happen at a lesser cost.

Trustee Comerford moved and Trustee Henninger seconded the motion that items a-e and g-i included on the Consent Agenda be approved.

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

Ordinance No. 5923 – 671 Prairie Avenue – Designate as a Glen Ellyn Landmark

Historic Preservation Commission Staff Liaison Andrew Letson provided information regarding the Commission’s recommendation to designate 671 Prairie Avenue as a Glen Ellyn landmark. At their meeting on February 24, 2011, the Historic Preservation Commission conducted a public hearing and voted 8-0 to recommend the Village Board approve the request as the house has significant historical value and would add to the historical character of the Village if made a landmark.

Trustee Ladesic moved and Trustee Cooper seconded the motion that Ordinance No. 5923 be passed, an Ordinance Designating the Property at 671 Prairie Avenue as a Glen Ellyn Landmark.

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

Ordinance No. 5922-VC – Traffic Control at St. Charles Road and Stacy Court

Trustee Comerford moved and Trustee Henninger seconded the motion that Ordinance No. 5922-VC be passed, an Ordinance to Amend Section 9-5-12 (Schedule L; Left Hand Turn Prohibited) of the Village Code of the Village of Glen Ellyn, Illinois regarding Traffic Control at St. Charles Road and Stacy Court.

Police Chief Norton explained Stacy Court was unincorporated and was not included in turn restrictions. Now that the intersection changed from five corners to 4 corners, traffic has increased and residents have requested no left hand turn onto their street at certain times. DuPage County has agreed.

Doug Ward, 551 Geneva, asked where signs prohibiting the turns would be placed. It is not known at this time. Mr. Ward spoke against limiting the left hand turn.

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

Reminders

- A Special Village Board Budget Workshop is scheduled for Monday, March 21, 2011 beginning at 6:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center. The Home Rule Sales Tax will be discussed at that meeting.
- The next Regular Village Board Meeting is scheduled for Monday, March 28, 2011 with a Workshop beginning at 7 p.m. and the Regular Board Meeting beginning at 8p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.
- Consultant will meet with the Village Board in a Special Meeting on April 4, 2011 at 8 p.m., the purpose of which will be to adjourn immediately to an Executive Session without returning to an open meeting.

Other Business

- President Pfefferman thanked Mr. Jegen for donating the space for the Shoppers Fash Bash. He understood it was a great success and it is being planned for next year.

Adjournment

At 8:40 p.m., Trustee Comerford moved and Trustee Hartweg seconded the motion that the Regular Meeting of the Village Board be adjourned. All Trustees present voted "Aye." Motion carried.

Respectfully Submitted,

Suzanne R. Connors,
Village Clerk

**Minutes
Special Village Board Workshop
FY 11/12 Budget Workshop
Glen Ellyn Village Board of Trustees
March 21, 2011**

Time of Meeting: 6:00 P.M.

Present: President Pfefferman; Trustees Comerford, Hartweg, Ladesic, Thorsell, Henninger; Village Clerk Connors. Trustee Cooper was absent. Staff present: Interim Village Manager Burghard, Schrader until 9:10p.m., Noller, Minix, M. Pekarek, Hulseberg until 8:35 p.m., Norton, and Kolze until 9:10p.m., Vesevick until 7:45p.m.

1. Roll Call

President Pfefferman called the Special Board Workshop to order at 6:00 P.M. with a roll call. President Pfefferman, Trustees Hartweg, Ladesic, Thorsell, Comerford, and Henninger responded "Here."

2. FY11/12 Budget Overview

Interim Finance Director Larry Noller gave a general review of the eleven funds to be discussed. General Fund items had been discussed at the March 7, 2011 budget workshop. Mr. Noller recalled that the total FY 11/12 budget was \$39.2 million which was \$2.5 million lower than FY 10/11.

3. Budget Overviews

➤ Recreation Director Matt Pekarek presented the Recreation Fund, which is an enterprise fund, explaining that it involved seven properties including Lambert Lake, Panfish Park, and the largest – the Village Links at 240 acres. Co-op Park is a joint venture with the Glen Ellyn Park District. The Village Links is the only revenue source for the Fund. Mr. Pekarek presented the revenue and expenses for the Village Links and after capital expenses and debt service, he expects a profit for FY11/12. The Village Links receives a lot of feedback from customers which helps manage the golf course. Also, benchmarks help assess its position against peer courses and the Village Links rates at the top of public courses. He stated that the Village Links is very popular and surveys show that it ranks 2nd after Lake Ellyn Park as the most popular Glen Ellyn recreation site. He noted that the golf course is under duress due to price competition and the fact that golf is not as popular as it once was. The Village Links, Lambert Lake and Panfish Park are primarily for water retention and flood control. About 55-60 acres can flood in a severe storm. There are about 6.1

miles of lake banks. Mr. Pekarek explained that no grants for facilities upgrades appear to be available at this time and any change in parking configuration for Lambert Lake would require a capital investment. Changes to the Village Links clubhouse could require tax payer subsidy. Possible solutions are being investigated.

- Professional Engineer Bob Minix presented the Motor Fuel Tax Fund. The revenue comes from the State of Illinois and is based on \$26 per capita, or approximately \$700,000. Funds are used by the Public Works Department for day-to-day operations, occasional capital improvements, sale purchase and street lighting. The department is investigating LED for street lights, a sample of which is in place in the Maryknoll area.

The budget workshop was suspended at this time for an announcement that previous public information that there was going to be a discussion regarding annexation agreements in the Glencrest Subdivision was not going to be held tonight. Due to Open Meetings Act requirements, the item could not be added to tonight's agenda, but the actual Public Hearing will appear for discussion at the meeting on March 28, 2011. Planning and Development Director Staci Hulseberg showed a map of the properties involved. Some members of the public who live near the subdivision were present with general questions. A homeowner, Alfred Schuller, 1S628 Brook Court, who is effected by the annexation agreement, asked a number of specific questions. It was explained that the Public Hearing will take place on March 28, 2011. For those who are annexing and want to know about the amount of tax increase, they could provide their name and address and Ms. Hulseberg would perform a rough calculation and provide it for them.

- Professional Engineer Bob Minix presented information on the Parking Fund portion of the budget. He explained that revenue came from permanent and leased commuter parking fees collected in the downtown area. Using a map, he show the location of some permit and some metered areas in the downtown. The lot areas are oversold to be sure that lots are full each weekday. The money collected is used for capital projects such as road maintenance (seal coating and striping) and professional services. The Village is looking into storm water management and becoming more "green" by using more electric vehicles and electric generators.
- Professional Engineer Bob Minix presented the Equipment Services portion of the budget. There are 140 pieces of equipment to service and recommend for replacement when necessary. Fuel purchase is the responsibility of Equipment Services and the amount shown in the draft budget is low. The cost is being reevaluated. The replacement of the fuel island at the Reno Center is unexpected and will cost more than earlier projected. The purchase of 10 vehicles has been deferred due to excellent maintenance.

- Professional Engineer Bob Minix presented the Capital Projects Fund budget. It is used to fund such projects as road rehabilitation, street maintenance, and sidewalks. The revenue comes from utility taxes (gas, electric and telephone), the real estate transfer tax, and property taxes. Property tax is the main income for this fund as bonds are paid off. Mr. Minix gave a recap of FY10/11 projects and explained how the monies were obtained. He then outlined the projects that are planned for FY11/12 giving their costs and the funds and grants that will contribute money toward the over-all total. Mr. Minix detailed deferred/delayed projects and possible timing for the five items. He noted that some have been deferred for a long time. He presented a chart giving a long-term financial plan for capital projects and explained there are streets that need extensive repairs. He suggested the Village Board revisit the master plan in three years. Civiltech is being recommended as the design engineering firm for all the projects for the up-coming year because of their wide knowledge, excellent staff and was one of the vendors who agreed to lower their rate last year at the Village's request.
- Professional Engineer Bob Minix presented the Water and Sewer Fund explaining the Village provides service to 9,000 water/sewer customers. This is the Village's largest revenue source. Water is purchased from the DuPage Water Commission whose cost to the Village is expected to rise 10%. Capital outlay to maintain water and sewer is about \$3 million. The cost to Glenbard Wastewater Authority for FY11/12 is budgeted at \$3 million. Scheduled capital projects for water are: one time valve inventory to have input into the GIS system; Newton tank maintenance and maintenance contract similar to the Cottage Avenue tank (the cost will be spread over five years); and a standby supply at a couple of locations in the Village. Scheduled sewer costs are: a new GWA intergovernmental agreement; clearwater identification that prevents infiltration into storm sewers – ongoing I/I reduction; and repair/upgrades at the South Park lift station to extend the life of the facility. Mr. Minix recommended an increase in utility bills for water of 5% and sewer of 10%. The Fund has a reserve policy of 25% that must be met. Mr. Minix was asked if he could bring a chart or graph showing what portion of a resident's water/sewer bill is applied to what project. That will be available at a future meeting.
- Assistant to the Village Manager-Administration Kristen Schrader presented the Facilities Maintenance Reserve Fund. She detailed a list of the properties maintained by Facilities Maintenance which includes numerous Village-owned properties as well as the Civic Center. Only two capital projects are planned for FY 11/12. They are the purchase of a generator for Fire Station #1 and the upgrade of electrical service on the 2nd floor of the Civic Center.

- Assistant to the Village Manager-Administration Kristen Schrader presented the Solid Waste Fund which is an enterprise fund. She explained that, beginning in 2008, recycling revenues were down, but now have begun to rise. The Village received about \$80,000 in recycling revenue, but may still require an increase for refuse service for residents. In 2012, the Village will be sending out a Request For Proposal for a new refuse contract.
- Interim Finance Director Larry Noller discussed the Debt Service Fund. The Fund is used for the payment of the Village's bonds except the Village Links and is funded by property taxes. It dropped \$520,000 due to paying off bonds. \$6.82 million was refinanced in November 2010 which lowered interest rates. Except for the Village Links, the Village will complete payment of all bonds by 2014.
- Interim Finance Director Larry Noller presented the Corporate Reserve Fund which is used for loans to other entities or Village funds. The Glen Ellyn Historical Society arranged reimbursement of their loan with the assistance of an anonymous donor in FY 10/11. There are currently no plans for this Fund.
- Interim Finance Director Larry Noller presented the Insurance Fund which includes health, general liability and workers' compensation insurance. The increase for health and liability insurance for FY10/11 was over budgeted which will result in a rebate to the funds and agencies. The surplus was over \$1 million and there is no need to retain this large amount of money in the fund.

4. Home Rules Sales Tax Discussion

Interim Finance Director Larry Noller presented a review of the Home Rule Sales Tax which must be considered annually. He detailed how much is proposed to be collected in the current fiscal year and how it will be used. He noted that there is a projected cash reserve deficiency of \$570,540 which indicates the Village will not meet its 25% goal for cash reserves. The Village is allowed to fund pensions using the Home Rule Sales Tax, but after 2015, it is projected that the Home Rule Sales Tax may not be able to fully fund its pension obligations. Mr. Noller indicated that sales tax revenue is up 6% and there appears to be some recovery, but it is slow. He recommended keeping the Home Rule Sales Tax at 1%.

Diane McGinley, 293 Abbotsford, spoke in favor of allotting some of the Home Rule Sales Tax to downtown organizations/activities and moving pension funding elsewhere in the budget such as to the General Fund.

President Pfefferman polled the Village Board members present and all agreed they were in favor of retaining the Home Rule Sales Tax at 1%. This was not a formal vote.

5. Reminders

Trustee Henninger and President Pfefferman each thanked Village staff for their work on the budget. It is sincerely appreciated.

Monday, April 11, Regular Village Board Meeting, Public Hearing and First Reading of the FY 11/12 Village Budget.

Monday, April 25, Regular Village Board Meeting, Second Reading and Final Budget Adoption.

6. Adjournment

Trustee Hartweg moved and Trustee Comerford seconded to adjourn the meeting at 9:50 p.m. All present voted "Aye." Meeting adjourned.

Respectfully Submitted,

Suzanne R. Connors
Village Clerk

MEMORANDUM

A-6C

TO: Terry Burghard, Interim Village Manager

FROM: Staci R. Hulseberg, Planning and Development Director *SH*

DATE: March 22, 2011

FOR: March 28, 2011 Village Board Meeting

SUBJECT: License Agreements for Outdoor Tables and Chairs in the Downtown for Starbucks, Vitorio's Ristorante, Tap House Grill, Gratto Trattoria

History: Since 1995, the Village Board has authorized one or more License Agreements for tables and chairs, hot dog and gelato sales, wind enclosures and related items to be located on the sidewalk and public right-of-way in the central business district.

This year, the Planning and Development Department contacted eight (8) restaurants and one (1) mobile cart owner who have previously expressed interest in locating structures on the public sidewalk in the downtown. License agreements for Einstein's and the hot dog stand were approved at the March 14, 2011 Village Board meeting. Four more agreements are now ready for consideration.

Request: Draft license agreements are attached to allow tables and chairs in the public right-of-way for Starbucks at 536 Crescent Boulevard and Vitorio's Ristorante at 504 Crescent Boulevard. Draft license agreements to allow tables and chairs and wind enclosures at Tap House Grill at 411 N. Main Street and Gratto Trattoria & Tapas Bar at 433 N. Main Street are also attached. The license agreements for Vitorio's, Tap House, and Gratto have been modified slightly to allow outdoor liquor service at the tables on the public sidewalk provided they meet all liquor license requirements. The Police Department is currently working on a new ordinance that would allow liquor service on the public sidewalk under certain conditions. With the exception of this change, the agreements are similar to past years.

The applicants have submitted all the required information including the \$50 license agreement fee, the signed license agreement, and a certificate of liability insurance. Due to past problems with overflowing trash containers in front of Starbucks, we currently hold a cash escrow posted by Starbucks that would be used to cover Village staff costs in the event it were necessary to empty trash containers in front of the restaurant. To date, there have been no deductions from the garbage escrow.

Village Board Action: It is requested that the Village Board make a motion to approve license agreements for Starbucks, Vitorio's Ristorante, Tap House Grill, and Gratto Trattoria.

Attachments: Starbucks Draft License Agreement
Vitorio's Ristorante Draft License Agreement
Tap House Grill Draft License Agreement
Gratto Trattoria & Tapas Bar Draft License Agreement

cc: Larry Metzelaar, Starbucks Coffee Company
Joanne Spata, Vitorio's Ristorante
Daniel Sronkoski, Tap House Grill
Dominique Sisto, Gratto Trattoria & Tapas Bar

LICENSE AGREEMENT

This Agreement, made and entered into as of this ____ day of _____, 2011, effective the ____ day of _____, 2011, by and between the Village of Glen Ellyn ("Licensor") and Starbucks Coffee Company ("Licensee") pertaining to the property located at 536 Crescent Blvd., Glen Ellyn, Illinois 60137.

1. **Purpose:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, a maximum of five (5) tables and ten (10) chairs to be located on the sidewalk and the right-of-way in front of 536 Crescent Blvd., the licensed area, (b) maintain a trash receptacle in accordance with the standards contained below, and (c) install and maintain landscape planters in accordance with the standards contained below and with the following terms, covenants and conditions.

2. **Terms:** This Agreement shall expire December 31, 2011, or the date the insurance required hereunder expires, whichever comes first. This Agreement may be renewed only through the action of the Village Board of the Village of Glen Ellyn. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Licensor may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of this intention at least 7 days prior to the termination date.

3. **Rent and License Fee:** For the purposes of this license, no rent will be paid by Licensee to Licensor. A fee of \$50.00 has been paid by Licensee to Licensor for the issuance of this License Agreement.

4. **Permits and Licenses:** Licensee, at its sole effort and expense, shall conform to the Village Code and DuPage County Health Department regulations.

5. **Installation of Street Furniture:**

a. **Tables and Chairs:** Licensee is permitted to locate on the sidewalk portion of the Crescent Blvd. right-of-way immediately in front of the property at 536 Crescent Blvd. five (5) tables and ten (10) chairs daily. The table tops will not exceed 29 inches in diameter. Tables and chairs shall be located so that a five-foot wide north to south passage is maintained at 536 Crescent Blvd. Licensee shall allow restaurant patrons to dine on tables and chairs in the licensed area described above but at no time provide sales and service outside the restaurant. At a minimum, the public right-of-way shall be cleaned each day.

b. **Trash Receptacle:** Licensee shall maintain the trash receptacles located in proximity to the tables and chairs in a neat and orderly manner, and the Licensor shall ensure that a garbage hauling firm removes the trash from the receptacles on a regular schedule. However, it shall be the responsibility of Licensee to empty the receptacles more frequently, if necessary. Licensor is the owner of the trash receptacle. In order to ensure that the trash receptacles are properly maintained, Licensee shall provide one thousand dollars (\$1,000.00) as a Garbage Cash Escrow Deposit to be held by the Village during the term of this License Agreement and while the tables and chairs are located on the public sidewalk. In the event that the Village finds that the trash is overflowing, the Village will send personnel to empty the container. An expense of fifty dollars (\$50.00) to empty the trash container will be assessed to Licensee each time the trash is emptied by

the Village, and that amount will be deducted from Licensee's Garbage Cash Escrow Deposit. The Village will notify Licensee each time funds are deducted from the Escrow Deposit. If the Escrow becomes depleted, the Village will send notice to Licensee that the License Agreement is terminated, in accordance with Paragraph 8 of this Agreement, and the tables and chairs must be removed from the public sidewalk immediately.

c. **Landscape Planters:** Licensee shall install and maintain a minimum of two (2) landscape planters, planted with live flowering annuals and/or perennials, located on or over the public right-of-way immediately in front of the property at 536 Crescent Blvd. The planters shall contain a minimum total of 432 square inches (3 square feet) of planted landscaping. The planters shall be a minimum of 10 inches in height, shall not exceed 30 inches in height and shall be constructed of metal, terra cotta, masonry, wood or similar materials; plastic planters shall be prohibited. The planters shall be placed up against the building in a location that does not obstruct the public right-of-way and sidewalk. At all times, a minimum 5-foot wide pathway on the sidewalk shall remain free and clear. Licensee shall replace dead landscape plants as needed to maintain the planters in a clean and neat manner and shall water plants on an as-needed basis.

d. **Bike Rack:** Licensor provided a bike rack in the vicinity of 536 Crescent Blvd., and Licensee reimbursed Licensor for the cost of the bike rack. Licensor is the owner of the bike rack.

6. **Maintenance:** Licensee shall agree to maintain the licensed area and the nearby sidewalk in a clean, healthy and attractive condition. If Licensee ceases to so maintain the licensed area and the nearby sidewalk, Licensor may require Licensee to pay for additional cleanup costs. Further, Licensor may, upon notice as set forth below, terminate this agreement and require the permanent removal of the tables and chairs from the licensed area in advance of the expiration date of this Agreement.

7. **Removal:** Upon the expiration or the termination of this License, Licensee shall remove the tables and chairs from the licensed area.

8. **Termination:** If Licensee fails in any respect to perform any agreements, covenant or obligation in this License, then and in such event, Licensor, after providing at least 7 days written notice to Licensee, may terminate this License Agreement or may cure such failure or default, on behalf of and at the expense of Licensee.

9. **Notice:** Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed to:

If to Licensor:
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

If to Licensee:
Starbucks Coffee Company
Attention: Property Management Dept.
P.O. Box 340670
Seattle, WA 98124-1067 Mail Stop S-RE3

or to such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or, if mailed, three days after placing same in an official U.S. mail receptacle.

10. **Assignment:** Licensee may not assign or transfer this License without prior written consent of Licensor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

11. **Defend and Hold Harmless:** Licensee shall be required to hold harmless Licensor, its officers, employees and independent contractors from any claim or demand or damage to property or injury including death to persons which arise out of in any way the exercise by Licensee of its rights under this License. Licensee shall be required to pay for the cost of defense and hold harmless Licensor, its officers, employees and independent contractors against any judgment and to pay any settlement arising out of such claim or demand, including but not limited to, the full costs of the defense of Licensor, its employees, officers and independent contractors through the employment of experts approved by the parties defended, provided, however, that such approval shall not be unreasonably withheld.

12. **Liability Insurance:** Licensee shall purchase and maintain comprehensive general liability insurance of \$2 million each occurrence, providing occurrence coverage for Licensee from claims for damages because of bodily injury, death of any person, or property damage resulting from the use of the public right-of-way. Licensor shall be named, by endorsement, as an additional insured on the policy. The policy of insurance and certificates thereof shall contain provision or endorsement that the coverage reported will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice shall be given by certified mail to the insured and Licensor. Licensee shall deliver a duplicate of the policy or certificate of insurance acceptable to Licensor prior to the execution of this Agreement by the Village Board.

13. **Miscellaneous:**

a. This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.

b. It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.

c. If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.

d. Licensee shall pay any expenses incurred by Licensor in defending the validity of its right to enter into a License Agreement for the use of sidewalk premises by a private party.

DATED as of the date first set forth above.

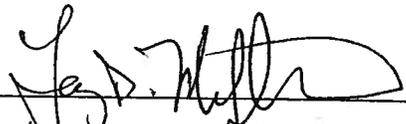
LICENSOR:
Village President
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

LICENSEE:
Starbucks Coffee Company
Attention: Property Management Dept.
P.O. Box 34067, Mail Stop S-RE3
Seattle, WA 98124-1067

By: _____

Name: _____

Title: _____

By:  _____

Name: Larry D. Metzelaar

Title: manager,
Global Real Estate

LICENSE AGREEMENT

This Agreement, made and entered into as of this ____ day of _____, 2011, effective the ____ day of _____, 2011, by and between the Village of Glen Ellyn (“Licensor”) and JoAnne Spata, owner of Vitorio’s Ristorante (“Licensee”), pertaining to the property located at 504 Crescent Blvd., Glen Ellyn, Illinois 60137.

1. **Purpose:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, a maximum of two (2) tables and four (4) chairs to be located on the sidewalk and the right-of-way in front of 504 Crescent Blvd., the licensed area, (b) maintain a trash receptacle in accordance with the standards contained below, and (c) install and maintain landscape planters in accordance with the standards contained below and with the following terms, covenants and conditions.

2. **Terms:** This Agreement shall expire November 1, 2011, or the date the insurance required hereunder expires, whichever comes first. This Agreement may be renewed only through the action of the Village Board of the Village of Glen Ellyn. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Licensor may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of this intention at least 7 days prior to the termination date.

3. **Rent and License Fee:** For the purposes of this license, no rent will be paid by Licensee to Licensor. A fee of \$50.00 has been paid by Licensee to Licensor for the issuance of the License Agreement.

4. **Permits and Licenses:** Licensee, at its sole effort and expense, shall conform to the Village Code, DuPage County Health Department regulations, and Illinois Accessibility Code. Liquor service to the approved tables and chairs shall only be allowed after the issuance of any appropriate liquor license(s) and shall be subject to all applicable regulations in the Village Liquor Control Code.

5. **Installation of Street Furniture:**

a. **Tables and Chairs:** Licensee is permitted to locate on the sidewalk portion of the Crescent Blvd. right-of-way immediately in front of the property at 504 Crescent Blvd. two (2) tables and four (4) chairs daily. The table tops will not exceed 29 inches in diameter. Tables and chairs shall be located so that a five-foot wide north to south passage is maintained at 504 Crescent Blvd. At a minimum, the public right-of-way shall be cleaned each day.

b. **Trash Receptacle:** Licensee shall maintain the trash receptacles located in proximity to the tables and chairs in a neat and orderly manner and the Licensor shall ensure that a garbage hauling firm removes the trash from the receptacles on a regular schedule. However, it shall be the responsibility of Licensee to empty the receptacles more frequently, if necessary. Licensor is the owner of the trash receptacles. If the trash receptacles are full and/or overflowing, Licensor may terminate this agreement with 7 days written notice to Licensee, and the tables and chairs shall immediately be removed from the public sidewalk.

c. **Landscape Planters:** Licensee shall install and maintain a minimum of two (2) landscape planters, planted with live flowering annuals and/or perennials, located on or over the public right-of-way immediately in front of the property at 504 Crescent Blvd. The planters shall contain a minimum total of 432 square inches (3 square feet) of planted landscaping. The planters shall be a minimum of 10 inches in height, shall not exceed 30 inches in height and shall be constructed of metal, terra cotta, masonry, wood or similar materials; plastic planters shall be prohibited. The planters shall be placed up against the building in a location that does not obstruct the public right-of-way and sidewalk. At all times, a minimum 5-foot wide pathway on the sidewalk shall remain free and clear. Licensee shall replace dead landscape plants as needed to maintain the planters in a clean and neat manner and shall water plants on an as-needed basis.

6. **Maintenance:** Licensee shall agree to maintain the licensed area and the nearby sidewalk in a clean, healthy and attractive condition. If Licensee ceases to so maintain the licensed area and the nearby sidewalk, Licensor may require Licensee to pay for additional cleanup costs. Further, Licensor may, upon notice as set forth below, terminate this agreement and require the permanent removal of the tables and chairs from the licensed area in advance of the expiration date of this Agreement.

7. **Removal:** Upon the expiration or the termination of this License, Licensee shall remove the tables and chairs from the licensed area.

8. **Termination:** If Licensee fails in any respect to perform any agreements, covenants or obligations in this License, then and in such event, Licensor, after providing at least 7 days' written notice to Licensee, may terminate this License Agreement or may cure such failure or default, on behalf of and at the expense of Licensee.

9. **Notice:** Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed to:

If to Licensor:
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

If to Licensee:
JoAnne Spata, Owner
Vitorio's Ristorante
504 Crescent Blvd.
Glen Ellyn, IL 60137

or to such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or, if mailed, three days after placing same in an official U.S. mail receptacle.

10. **Assignment:** Licensee may not assign or transfer this License without prior written consent of Licensor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

11. **Defend and Hold Harmless:** Licensee shall be required to hold harmless Licensor, its officers, employees and independent contractors from any claim or demand or damage to property or injury including death to persons which arise out of in any way the exercise by Licensee of its

rights under this License. Licensee shall be required to pay for the cost of defense and hold harmless Licensor, its officers, employees and independent contractors against any judgment and to pay any settlement arising out of such claim or demand, including but not limited to, the full costs of the defense of Licensor, its employees, officers and independent contractors through the employment of experts approved by the parties defended, provided, however, that such approval shall not be unreasonably withheld.

12. **Liability Insurance:** Licensee shall purchase and maintain comprehensive general liability insurance of \$2 million each occurrence, providing occurrence coverage for Licensee from claims for damages because of bodily injury, death of any person, or property damage resulting from the use of the public right-of-way. Licensor shall be named, by endorsement, as an additional insured on the policy. The policy of insurance and certificates thereof shall contain provision or endorsement that the coverage reported will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice shall be given by certified mail to the insured and Licensor. Licensee shall deliver a duplicate of the policy or certificate of insurance acceptable to Licensor prior to the execution of this Agreement by the Village Board.

13. **Miscellaneous:**

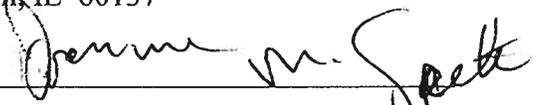
- a. This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.
- b. It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.
- c. If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.
- d. Licensee shall pay any expenses incurred by Licensor in defending the validity of its right to enter into a License Agreement for the use of sidewalk premises by a private party.

DATED as of the date first set forth above.

LICENSOR:
Village President
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

By: _____
Name: _____
Title: _____

LICENSEE:
JoAnne Spata, Owner
Vitorio's Ristorante
504 Crescent Blvd.
Glen Ellyn, IL 60137

By: 
Name: TOM SPATA
Title: OWNERS

LICENSE AGREEMENT

This Agreement, made and entered into as of this ____ day of _____, 2011, effective the ____ day of _____, 2011, by and between the Village of Glen Ellyn ("Licensor") and Tap House Grill ("Licensee") pertaining to the property located at 411 N. Main Street, Glen Ellyn, Illinois 60137.

1. **A. Purpose - Tables and Chairs in the Public Right-of-Way:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, a maximum of two (2) tables and four (4) chairs to be located on the sidewalk and the right-of-way in front of 411 N. Main Street, the licensed area, (b) maintain a trash receptacle in accordance with the standards contained below, and (c) install and maintain landscape planters in accordance with the standards contained below and with the following terms, covenants and conditions.

B. Purpose - Wind Enclosure in the Public Right-of-Way: Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to install, maintain and operate for the term hereof, a temporary, vinyl, outdoor wind enclosure to be located on the sidewalk and the right-of-way in front of 411 N. Main Street in accordance with the standards contained below and with the following terms, covenants, and conditions.

2. **A. Terms - Tables and Chairs in the Public Right-of-Way:** The portion of this Agreement relating to tables and chairs in the public right-of-way shall be in effect from the ____ day of _____, 2011 through October 31, 2011. This Agreement may be renewed only through the action of the Village Board of the Village of Glen Ellyn. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Licensor may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of this intention at least 7 days prior to the termination date.

B. Terms - Wind Enclosure in the Public Right-of-Way: The portion of this Agreement relating to a wind enclosure in the public right-of-way shall be in effect from the 1st day of November, 2011 through the 31st day of March, 2012. This Agreement may be renewed only through the action of the Village Board of the Village of Glen Ellyn. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Licensor may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of this intention at least 7 days prior to the termination date.

3. **Rent and License Fee:** For the purposes of this license, no rent will be paid by Licensee to Licensor. A fee of \$50.00 has been paid by Licensee to Licensor for the issuance of this License Agreement.

4. **Permits and Licenses:** Licensee, at its sole effort and expense, shall conform to the Village Code, DuPage County Health Department regulations, and Illinois Accessibility Code. Liquor service to the approved tables and chairs shall only be allowed after the issuance of any appropriate liquor license(s) and shall be subject to all applicable regulations in the Village Liquor Control Code.

5. **A. Installation of Tables and Chairs in the Public Right-of-Way:**

1. **Tables and Chairs:** Licensee is permitted to locate on the sidewalk portion of the Main Street right-of-way immediately in front of the property at 411 N. Main Street two (2) tables and four (4) chairs daily. The table tops will not exceed 29 inches in diameter. Tables and chairs shall be located so that a five-foot wide east to west passage is maintained at 411 N. Main Street.

2. **Trash Receptacle:** Licensee shall maintain the trash receptacles located in proximity to the tables and chairs in a neat and orderly manner, and the Licensor shall ensure that a garbage hauling firm removes the trash from the receptacles on a regular schedule. However, it shall be the responsibility of Licensee to empty the receptacles more frequently, if necessary. Licensor is the owner of the trash receptacles. If the trash receptacles are full and/or overflowing, Licensor may terminate this agreement with 7 days written notice to Licensee, and the tables and chairs shall immediately be removed from the public sidewalk.

3. **Landscape Planters:** Licensee shall install and maintain a minimum of two (2) landscape planters, planted with flowering annuals and/or perennials, located on or over the public right-of-way immediately in front of the property at 411 N. Main Street. The planters shall contain a minimum total of 432 square inches (3 square feet) of planted landscaping. The planters shall be a minimum of 10 inches in height, shall not exceed 30 inches in height and shall be constructed of metal, terra cotta, masonry, wood or similar materials; plastic planters shall be prohibited. The planters shall be placed up against the building in a location that does not obstruct the public right-of-way and public sidewalk. At all times, a minimum 5-foot wide pathway on the sidewalk shall remain free and clear of any obstructions. Licensee shall replace dead landscape plants as needed to maintain the planters in a clean and neat manner and shall water plants on an as-needed basis. Failure to maintain the planters in such a condition during the entire time the tables and chairs are located on the public right-of-way may result in Licensor terminating this agreement with 7 days written notice to Licensee and the tables and chairs shall be immediately removed from the public sidewalk.

B. Installation of Wind Enclosure: Licensee is permitted to locate on the sidewalk portion of the Main Street right-of-way immediately in front of the property at 411 N. Main Street a nylon wind enclosure as depicted on the site plan and detail drawings submitted by Licensee. The enclosure will measure no greater than 3 feet 6 inches long by 5 feet 1 inch wide and 7 feet 11 inches in height. The enclosure shall be maintained in good condition with no holes or tears and free of dirt and mud. The enclosure shall contain no advertising or signage of any kind. Licensee may locate a street address number for the building on the exterior of the wind enclosure. The enclosure shall not be fastened or secured to the public sidewalk in any way.

6. **Maintenance:** Licensee shall agree to maintain the licensed area and the nearby sidewalk in a clean, healthy and attractive condition. At a minimum, the public right-of-way shall be cleaned each day. If Licensee ceases to so maintain the licensed area and the nearby sidewalk, Licensor may require Licensee to pay for additional cleanup costs. Further, Licensor may, upon notice as set forth below, terminate this agreement and require the permanent removal of the tables and chairs and the wind enclosure from the licensed area in advance of the expiration date of this Agreement.

7. **Removal:** Upon the expiration or the termination of this License, Licensee shall remove the tables and chairs and wind enclosure from the licensed area as specified in Section 2 of this agreement.

8. **Termination**: If Licensee fails in any respect to perform any agreements, covenant or obligation in this License, then and in such event, Licensor, after providing at least 7 days written notice to Licensee, may terminate this License Agreement or may cure such failure or default, on behalf of and at the expense of Licensee.

9. **Notice**: Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed to:

If to Licensor:
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

If to Licensee:
Danny Sronkoski
Tap House Grill
411 N. Main Street
Glen Ellyn, IL 60137

or to such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or, if mailed, three days after placing same in an official U.S. mail receptacle.

10. **Assignment**: Licensee may not assign or transfer this License without prior written consent of Licensor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

11. **Defend and Hold Harmless**: Licensee shall be required to hold harmless Licensor, its officers, employees and independent contractors from any claim or demand or damage to property or injury including death to persons which arise out of in any way the exercise by Licensee of its rights under this License. Licensee shall be required to pay for the cost of defense and hold harmless Licensor, its officers, employees and independent contractors against any judgment and to pay any settlement arising out of such claim or demand, including but not limited to, the full costs of the defense of Licensor, its employees, officers and independent contractors through the employment of experts approved by the parties defended, provided, however, that such approval shall not be unreasonably withheld.

12. **Liability Insurance**: Licensee shall purchase and maintain comprehensive general liability insurance of \$2 million each occurrence, providing occurrence coverage for Licensee from claims for damages because of bodily injury, death of any person, or property damage resulting from the use of the public right-of-way. Licensor shall be named, by endorsement, as an additional insured on the policy. The policy of insurance and certificates thereof shall contain provision or endorsement that the coverage reported will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice shall be given by certified mail to the insured and Licensor. Licensee shall deliver a duplicate of the policy or certificate of insurance acceptable to Licensor prior to the execution of this Agreement by the Village Board.

13. **Miscellaneous**:

a. This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.

b. It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.

c. If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.

d. Licensee shall pay any expenses incurred by Licensor in defending the validity of its right to enter into a License Agreement for the use of sidewalk premises by a private party.

DATED as of the date first set forth above.

LICENSOR:

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

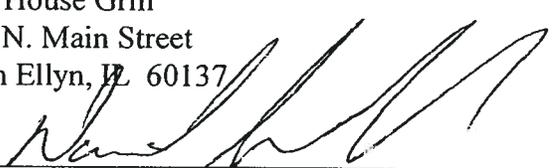
By: _____

Name: _____

Title: _____

LICENSEE:

Danny Sronkoski
Tap House Grill
411 N. Main Street
Glen Ellyn, IL 60137

By:  _____

Name: DANIEL R. SRONKOSKI

Title: OWNER

LICENSE AGREEMENT

This Agreement, made and entered into as of this ____ day of _____, 2011, effective the ____ day of _____, 2011, by and between the Village of Glen Ellyn ("Licensor") and Gratto Trattoria & Tapas Bar ("Licensee"), pertaining to the property located at 433 N. Main Street, Glen Ellyn, Illinois 60137.

1. **A. Purpose – Tables and Chairs in the Public Right-of-Way:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, a maximum of five (5) tables and ten (10) chairs to be located on the sidewalk and the right-of-way in front of 433 N. Main Street, the licensed area, (b) maintain a trash receptacle in accordance with the standards contained below, and (c) install and maintain landscape planters in accordance with the standards contained below and with the following terms, covenants and conditions.

B. Purpose – Wind Enclosure in the Public Right-of-Way: Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to install, maintain and operate for the term hereof, a temporary nylon outdoor wind enclosure to be located on the public sidewalk and the right-of-way in front of 433 N. Main Street in accordance with the standards contained below and with the following terms, covenants and conditions.

2. **A. Terms – Tables and Chairs in the Public Right-of-Way:** The portion of this Agreement relating to tables and chairs in the public right-of-way shall be in effect from the ____ day of _____, 2011 through October 31, 2011. This Agreement may be renewed only through the action of the Village Board of the Village of Glen Ellyn. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Licensor may terminate this Agreement at any time during the term of this Agreement by notifying the Licensee of this intention at least 7 days prior to the termination date.

B. Terms – Wind Enclosure in the Public Right-of-Way: The portion of this Agreement relating to a wind enclosure in the public right-of-way shall be in effect from the 1st day of November, 2011 through the 31st day of March, 2012. This Agreement may be renewed only through the action of the Village Board of the Village of Glen Ellyn. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Licensor may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of this intention at least 7 days prior to the termination date.

3. **Rent and License Fee:** For the purposes of this license, no rent will be paid by Licensee to Licensor. A fee of \$50.00 has been paid by Licensee to Licensor for the issuance of the License Agreement.

4. **Permits and Licenses:** Licensee, at its sole effort and expense, shall conform to the Village Code, DuPage County Health Department regulations, and Illinois Accessibility Code. Liquor service to the approved tables and chairs shall only be allowed after the issuance of any appropriate liquor license(s) and shall be subject to all applicable regulations in the Village Liquor Control Code.

5. **A. Installation of Tables and Chairs in the Public Right-of-Way:**

1. **Tables and Chairs:** Licensee is permitted to locate on the sidewalk portion of the Main Street right-of-way immediately in front of the property at 433 N. Main Street five (5) tables and ten (10) chairs daily. The table tops will not exceed 29 inches in diameter. Tables and chairs shall be located so that a five-foot wide east to west passage is maintained at 433 N. Main Street.

2. **Trash Receptacle:** Licensee shall maintain the trash receptacles located in proximity to the tables and chairs in a neat and orderly manner and the Licensor shall ensure that a garbage hauling firm removes the trash from the receptacles on a regular schedule. However, it shall be the responsibility of Licensee to empty the receptacles more frequently, if necessary. Licensor is the owner of the trash receptacles. If the trash receptacles are full and/or overflowing, Licensor may terminate this agreement with 7 days written notice to Licensee, and the tables and chairs shall immediately be removed from the public sidewalk.

3. **Landscape Planters:** Licensee shall install and maintain a minimum of two (2) landscape planters, planted with flowering annuals and/or perennials, located on or over the public right-of-way immediately in front of the property at 433 N. Main Street. The planters shall contain a minimum total of 432 square inches (3 square feet) of planted landscaping. The planters shall be a minimum of 10 inches in height, shall not exceed 30 inches in height and shall be constructed of metal, terra cotta, masonry, wood or similar materials; plastic planters shall be prohibited. The planters shall be placed up against the building in a location that does not obstruct the public right-of-way and public sidewalk. At all times, a minimum of a 5-foot wide pathway on the sidewalk shall remain free and clear of any obstructions. Licensee shall replace dead landscape plants as needed to maintain the planters in a clean and neat manner and shall water plants on an as-needed basis. Failure to maintain the planters in such a condition during the entire time the tables and chairs are located on the public right-of-way may result in Licensor terminating this Agreement with 7 days written notice to Licensee and the tables and chairs shall be immediately removed from the public sidewalk.

B. Installation of Wind Enclosure: Licensee is permitted to locate on the sidewalk portion of the Main Street right-of-way immediately in front of the property at 433 N. Main Street a nylon wind enclosure as depicted on the site plan and detail drawings submitted by Licensee. The enclosure will measure no greater than 12 feet 8 inches long by 3 feet 10-1/2 inches wide and 7 feet 3 inches in height. The enclosure shall be maintained in good condition with no holes or tears and free of dirt and mud. The enclosure shall contain no advertising or signage of any kind. Licensee may locate a street address number for the building on the exterior of the wind enclosure. The enclosure shall not be fastened or secured to the public sidewalk in any way.

6. **Maintenance:** Licensee shall agree to maintain the licensed area and the nearby sidewalk in a clean, healthy and attractive condition. At a minimum, the public right-of-way shall be cleaned each day. If Licensee ceases to so maintain the licensed area and the nearby sidewalk, Licensor may require Licensee to pay for additional cleanup costs. Further, Licensor may, upon notice as set forth below, terminate this agreement and require the permanent removal of the tables and chairs from the licensed area in advance of the expiration date of this Agreement.

7. **Removal:** Upon the expiration or the termination of this License, Licensee shall remove the tables and chairs from the licensed area.

8. **Termination**: If Licensee fails in any respect to perform any agreements, covenants or obligations in this License, then and in such event, Licensor, after providing at least 7 days written notice to Licensee, may terminate this License Agreement or may cure such failure or default, on behalf of and at the expense of Licensee.

9. **Notice**: Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed to:

If to Licensor:
Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

If to Licensee:
Dominique Sisto, Owner's Representative
Gratto Trattoria & Tapas Bar
433 N. Main Street
Glen Ellyn, IL 60137

or to such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or, if mailed, three days after placing same in an official U.S. mail receptacle.

10. **Assignment**: Licensee may not assign or transfer this License without prior written consent of Licensor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

11. **Defend and Hold Harmless**: Licensee shall be required to hold harmless Licensor, its officers, employees and independent contractors from any claim or demand or damage to property or injury including death to persons which arise out of in any way the exercise by Licensee of its rights under this License. Licensee shall be required to pay for the cost of defense and hold harmless Licensor, its officers, employees and independent contractors against any judgment and to pay any settlement arising out of such claim or demand, including but not limited to, the full costs of the defense of Licensor, its employees, officers and independent contractors through the employment of experts approved by the parties defended, provided, however, that such approval shall not be unreasonably withheld.

12. **Liability Insurance**: Licensee shall purchase and maintain comprehensive general liability insurance of \$2 million each occurrence, providing occurrence coverage for Licensee from claims for damages because of bodily injury, death of any person, or property damage resulting from the use of the public right-of-way. Licensor shall be named, by endorsement, as an additional insured on the policy. The policy of insurance and certificates thereof shall contain provision or endorsement that the coverage reported will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice shall be given by certified mail to the insured and Licensor. Licensee shall deliver a duplicate of the policy or certificate of insurance acceptable to Licensor prior to the execution of this Agreement by the Village Board.

13. **Miscellaneous**:

a. This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.

b. It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.

c. If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.

d. Licensee shall pay any expenses incurred by Licensor in defending the validity of its right to enter into a License Agreement for the use of sidewalk premises by a private party.

DATED as of the date first set forth above.

LICENSOR:

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

By: _____

Name: _____

Title: _____

LICENSEE:

Dominique Sisto, Owner's Representative
Gratto Trattoria & Tapas Bar
433 N. Main Street
Glen Ellyn, IL 60137

By: Dominique Sisto

Name: Dominique Sisto

Title: Manager

A-6D

MEMO

To: Deputy Chief Holmer
From: Sergeant Webber *MWSB*
Date: March 15, 2011
Subject: Intersection of Duane Street and Melrose Avenue

The intersection of Duane Street and Melrose Avenue is located south of the railroad tracks and one block west of Prospect Avenue. The intersection is considered a T-Intersection. Businesses, apartments, condominiums and single family residences are located in this area. The Glen Ellyn Public Library as well as the Duane and Lorraine Commuter Parking Lot are located on the north side of Duane Street across from the intersection. The location of the library, commuter parking lot, Lorraine Road and proximity to the central business district add to the amount of motor vehicle and pedestrian traffic that travels through this intersection on a daily basis. Many motorists pass through this intersection either to get to/from Roosevelt Road.

Currently there are no traffic control devices at this intersection. There is a stop sign at the exit to the library, which is considered to be on private property. The entrance/exit to the library lines up with Melrose Avenue. This intersection has been reported to be confusing to motorists unfamiliar with the area who believe that Melrose Avenue continues north past Duane Street and that the intersection is an uncontrolled 4-way intersection.

The Illinois Vehicle Code currently states:

(625 ILCS 5/11-901.01) (from Ch. 95 1/2, par. 11-901.01)

Sec. 11-901.01. Vehicles approaching or entering a "T" intersection. The driver of a vehicle approaching the intersection of a highway from a highway which terminates at the intersection, not otherwise regulated by this Act or controlled by traffic control signs or signals, shall stop, yield, and grant the privilege of immediate use of the intersection to another vehicle which has entered the intersection from the non-terminating highway or is approaching the intersection on the non-terminating highway in such proximity as to constitute a hazard and after stopping may proceed when the driver may safely enter the intersection without interference or collision with the traffic using the non-terminating highway.

(Source: P.A. 81-860.)

By statute, vehicles traveling on northbound Melrose Avenue approaching Duane Street are regulated to yield to traffic on Duane Street. It is suggested that the installation of a stop sign on northbound Melrose Avenue at Duane Street will better define the intersection as well as assist in eliminating the appearance that Melrose Avenue is a through street.

*3/15 -
✓ agree w/ this
recommendation.
JH*

*OK. RM
3-21-11*

The Manual on Uniform Traffic Control Devices suggests that a stop sign can be installed at an “intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonably safe operation”.

I would recommend that the intersection of northbound Melrose Avenue at Duane Street be considered for the placement of a stop sign.



Northbound Melrose Avenue approaching T-Intersection at Duane Street



View from the private property entrance/exit of the library facing south

VILLAGE OF GLEN ELLYN

ORDINANCE NO. _____ -VC

AN ORDINANCE TO AMEND SECTION 9-5-3
(SCHEDULE C; STOP INTERSECTIONS)
OF THE VILLAGE CODE OF THE
VILLAGE OF GLEN ELLYN, ILLINOIS
REGARDING TRAFFIC CONTROL AT THE INTERSECTION
OF DUANE STREET AND MELROSE 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. _____ - VC

AN ORDINANCE TO AMEND SECTION 9-5-3
(SCHEDULE C; STOP INTERSECTIONS)
OF THE VILLAGE CODE OF THE
VILLAGE OF GLEN ELLYN, ILLINOIS
REGARDING TRFFIC CONTROL AT THE INTERSECTION
OF DUANE STREET AND MELROSE AVENUE

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION ONE: Section 9-5-3 (SCHEDULE C; STOP INTERSECTIONS) of the Glen Ellyn Village Code is hereby amended by the addition of the following:

Intersection	Direction From Which Traffic Stops
Duane Street and Melrose Avenue	South

SECTION TWO: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

AYES:

NAYS:

ABSENT:

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

Village President of the Village
of Glen Ellyn, Illinois

ATTEST:

Village Clerk of the Village
of Glen Ellyn, Illinois

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

A-7

MEMORANDUM

TO: Terry Burghard, Interim Village Manager

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

DATE: March 15, 2011

FOR: March 28, 2011 Regular Village Board Meeting

SUBJECT: Glen Crest Annexation Agreements

Background. In 1975, the Village Board approved, by motion, an agreement for the Glen Crest Subdivision (see attached map). This agreement allowed 90 unincorporated properties to connect to Village water and sanitary sewer and contained a provision expecting annexation upon contiguity. While containing terms similar to an annexation agreement, this agreement did not have the title of an annexation agreement and did not directly require annexation upon contiguity. Instead, this agreement required the developer to place a provision in the deeds of the individual lots in the subdivision at the time of sale notifying purchasers of their obligation to petition for annexation upon becoming contiguous with the Village. Unfortunately this provision was not included in the deeds. The aforementioned agreement was approved via motion rather than ordinance and never recorded with DuPage County. These factors along with the amount of time since the agreement was approved render the 1975 agreement invalid.

Village water and sanitary sewer were extended throughout the subdivision when it was constructed and now serve the residents living there. It is Village policy that all unincorporated homes receiving Village water and sanitary sewer have a valid annexation agreement. The Village has been consistent in this requirement for unincorporated utility connections and has recently been following up with those property owners connected to Village utilities that do not have a valid annexation agreement.

Last fall, draft agreements for all 90 properties were prepared and sent to the property owners in the Glen Crest North and Glen Crest South subdivisions. Informational meetings were held on October 20, 2010 and October 22, 2010 to answer any questions the property owners had. A total of 11 people attended the two informational meetings representing the ownership of 7 of the 90 properties.

Since this time, the planning team has worked with the property owners, 89 of whom have signed annexation agreements. These annexation agreements are now ready for consideration by the Village Board. The agreements are identical in form and are exhibits to the attached Ordinance. All 89 properties are currently connected to Village water and sanitary sewer services. The last remaining property was given an extension until April 14, 2011 due to a change of ownership. The planning team will continue to follow up with this property owner.

The planning team has pursued the renewal of annexation agreements in this area as part of an effort

to continue the focus on annexations, which has been identified as a priority by the Village Board. With approval of these 89 agreements, the planning team will have updated 121 agreements in this area over the last two years. Another 26 agreements were previously in place for a total of 147 valid annexation agreements in the area. The attached annexation agreement area map shows the properties that have existing annexation agreements with the Village.

Action Requested. In accordance with the Illinois Compiled Statutes, the Village 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 March 10, 2011. 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 March 4, 2011.

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

CC: Phil Norton, Police Chief
Jeff Perrigo, Interim Public Works Director
Andrew Lueck, Planning Intern

Attachments: Ordinance
Public Hearing Notice
1975 Glen Crest Agreement
Annexation Agreement Area Map

X:\Plandev\PLANNING\ANNEXATIONS\Glen Crest Renewals\VB Memo 031511.doc

Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Approving Annexation Agreements
for 89 properties on Marston Avenue, Marston Court,
Crest Court, Lorry Court, Brook Court, Ridge Road,
Danby Drive, Glen Crest Drive, Bemis Road and Route 53
Glen Ellyn, IL**

**Adopted by the
President and Board of Trustees of the
Village of Glen Ellyn,
DuPage County, Illinois
This ____ Day of _____, 2011**

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 _____, 2011.

Ordinance No. _____

**An Ordinance Approving Annexation Agreements
for 89 properties on Marston Avenue, Marston Court,
Crest Court, Lorry Court, Brook Court, Ridge Road,
Danby Drive, Glen Crest Drive, Bemis Road and Route 53
Glen Ellyn, IL**

Whereas, in 1975 the Village of Glen Ellyn previously entered into an agreement with the developer of the Glen Crest subdivision to extend Village water and sanitary sewer services to 90 properties located on Marston Avenue east of Route 53, on Brook Court, Lorry Court, Crest Court, Marston Court, Ridge Road, Danby Drive, and Glen Crest Drive, Route 53, and Bemis Road in exchange for agreeing to annex those into Glen Ellyn upon achieving contiguity to the Village limits; and

Whereas, the aforementioned agreement has since expired; and

Whereas, the Village maintains a policy that all unincorporated properties receiving Village water and/or sanitary sewer services must have a valid annexation agreement; and

Whereas, the owners of 89 properties located on Marston Avenue, Bemis Road, Ridge Road, Danby Drive, Glen Crest Drive, Brook Court, Lorry Court, Crest Court and Marston Court have complied with the Village's request to enter into annexation agreements in order to continue to receive Village water and sanitary sewer services; and

Whereas, the 89 properties 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:

21W775 Marston Ave, Glen Ellyn, IL 60137: LOT 1 IN BLOCK 2 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED,

FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RERECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-113 (Address upon annexation: 801 Marston Avenue);

1S628 Brook Ct, Glen Ellyn, IL 60137: LOT 3 IN BLOCK 2 IN THE GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-115 (Address upon annexation: 813 Brook Court);

1S634 Brook Ct, Glen Ellyn, IL 60137: LOT 4 IN BLOCK 2 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-116 (Address upon annexation: 817 Marston Avenue);

1S640 Brook Ct, Glen Ellyn, IL 60137: LOT 5 IN BLOCK 2 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-117 (Address upon annexation: 821 Marston Avenue);

1S641 Brook Ct, Glen Ellyn, IL 60137: LOT 6 IN BLOCK 2 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976, AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-118 (Address upon annexation: 825 Marston Avenue);

21W741 Marston Ave, Glen Ellyn, IL 60137: LOT 7, IN BLOCK 2, IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT NO. R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-119 (Address upon annexation: 829 Marston Avenue);

21W761 Marston Ave, Glen Ellyn, IL 60137: LOT 2 IN BLOCK 2 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-114 (Address upon annexation: 809 Marston Avenue);

21W774 Marston Ave, Glen Ellyn, IL 60137: LOT 1 IN BLOCK 1 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS R76-94012, IN DUPAGE COUNTY.

P.I.N.: 05-24-300-078 (Address upon annexation: 802 Marston Avenue);

21W764 Marston Ave, Glen Ellyn, IL 60137: LOT 2 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-079 (Address upon annexation: 808 Marston Avenue);

21W754 Marston Ave, Glen Ellyn, IL 60137: LOT 3 IN BLOCK 1 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLNOIS.

P.I.N.: 05-24-300-080 (Address upon annexation: 814 Marston Avenue);

21W740 Lorry Ct, Glen Ellyn, IL 60137: LOT 4 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-081 (Address upon annexation: 818 Lorry Court);

21W732 Lorry Ct, Glen Ellyn, IL 60137: LOT 5 IN BLOCK 1 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24,

TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY ILLINOIS.

P.I.N.: 05-24-300-082 (Address upon annexation: 822 Lorry Court);

21W728 Lorry Ct, Glen Ellyn, IL 60137: LOT 6 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-083 (Address upon annexation: 826 Lorry Court);

21W720 Lorry Ct, Glen Ellyn, IL 60137: LOT 7 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-084 (Address upon annexation: 830 Lorry Court);

21W718 Lorry Ct, Glen Ellyn, IL 60137: LOT 8 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-085 (Address upon annexation: 834 Lorry Court);

21W721 Marston Ave, Glen Ellyn, IL 60137: LOT 8 IN BLOCK 2 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT NO. R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT NO. R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-120 (Address upon annexation: 833 Marston Avenue);

21W711 Marston Ave, Glen Ellyn, IL 60137: LOT 9 IN BLOCK 2 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED

DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-121 (Address upon annexation: 837 Marston Avenue);

21W701 Marston Ave, Glen Ellyn, IL 60137: LOT 10 IN BLOCK 2 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-122 (Address upon annexation: 841 Marston Avenue);

21W681 Marston Ave, Glen Ellyn, IL 60137: LOT 11 IN BLOCK 2 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOC. R76-11084, AND RE-RECORDED DECEMBER 12, 1976 AS DOC. R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-123 (Address upon annexation: 845 Marston Avenue);

21W671 Marston Ave, Glen Ellyn, IL 60137: LOT 12 IN BLOCK 2 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-124 (Address upon annexation: 849 Marston Avenue);

21W659 Marston Ave, Glen Ellyn, IL 60137: LOT 13 IN BLOCK 2 IN GLEN CREST. BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012. DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-125 (Address upon annexation: 853 Marston Avenue);

21W649 Marston Ave, Glen Ellyn, IL 60137: LOT 14 IN BLOCK 2 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-126 (Address upon annexation: 857 Marston Avenue);

21W629 Marston Ct, Glen Ellyn, IL 60137: LOT 35 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-112 (Address upon annexation: 339 Marston Court);

21W615 Marston Ct, Glen Ellyn, IL 60137: LOT 34 IN BLOCK 1 IN GLEN CREST BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 AND CETIFICATE OF CORRECTION RECORDED MAY 11 1983 AS DOCUMENT R83-27951 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-111 (Address upon annexation: 333 Marston Court);

1S641 Marston Ct, Glen Ellyn, IL 60137: LOT 33 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, AND CERTIFICATE OF CORRECTION RECORDED MAY 11, 1983 AS DOCUMENT R83-27951, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-110 (Address upon annexation: 327 Marston Court);

1S631 Marston Ct, Glen Ellyn, IL 60137: LOT 32 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIDAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT NO. R76-11084 AND RERECORDED DECEMBER 27, 1976 AS DOCUMENT NO. R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-109 (Address upon annexation: 321 Marston Court);

1S621 Marston Ct, Glen Ellyn, IL 60137: LOT 31 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED

DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-108 (Address upon annexation: 315 Marston Court);

1S611 Marston Ct, Glen Ellyn, IL 60137: LOT 30 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976, AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-107 (Address upon annexation: 309 Marston Court);

1S581 Marston Ct, Glen Ellyn, IL 60137: LOT 29 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OR PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT NUMBER R76-94012 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-106 (Address upon annexation: 303 Marston Court);

1S575 Marston Ct, Glen Ellyn, IL 60137: LOT 28 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-105 (Address upon annexation: 297 Marston Court);

1S565 Marston Ct, Glen Ellyn, IL 60137: LOT 27 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-104 (Address upon annexation: 291 Marston Court);

21W610 Marston Ct, Glen Ellyn, IL 60137: LOT 26 IN BLOCK 1 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST ¼ SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976, AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 12, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-103 (Address upon annexation: 285 Marston Court);

21W620 Marston Ct, Glen Ellyn, IL 60137: LOT 25 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-102 (Address upon annexation: 277 Marston Court);

21W630 Marston Ct, Glen Ellyn, IL 60137: LOT 24 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-101 (Address upon annexation: 273 Marston Court);

21W640 Marston Ct, Glen Ellyn, IL 60137: LOT 23 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT NO. R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT NO. R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-100 (Address upon annexation: 266 Marston Court);

21W650 Marston Ct, Glen Ellyn, IL 60137: LOT 22 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-099 (Address upon annexation: 272 Marston Court);

21W660 Marston Ct, Glen Ellyn, IL 60137: LOT 21 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-110874 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-098 (Address upon annexation: 280 Marston Court);

21W661 Marston Ct, Glen Ellyn, IL 60137: LOT 20 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER

OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. : 05-24-300-097 (Address upon annexation: 286 Marston Court);

21W651 Marston Ct, Glen Ellyn, IL 60137: LOT 19 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-096 (Address upon annexation: 292 Marston Court);

21W631 Marston Ct, Glen Ellyn, IL 60137: LOT 18 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-095 (Address upon annexation: 298 Marston Court);

1S604 Marston Ct, Glen Ellyn, IL 60137: LOT 17 IN BLOCK 1 ON GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-094 (Address upon annexation: 304 Marston Court);

1S614 Marston Ct, Glen Ellyn, IL 60137: LOT 16 IN BLOCK 1 OF GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-093 (Address upon annexation: 310 Marston Court);

1S624 Marston Ct, Glen Ellyn, IL 60137: LOT 15 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY

25, 1976 AS DOCUMENT NO. R76-11084, AND RE-RECORDED DECEMBER 27, 1992 AS DOCUMENT NO. R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-092 (Address upon annexation: 316 Marston Court);

21W621 Crest Ct, Glen Ellyn, IL 60137: LOT 14 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-091 (Address upon annexation: 858 Crest Court);

1S611 Crest Ct, Glen Ellyn, IL 60137: LOT 13 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, AND CERTIFICATE OF CORRECTION RECORDED MAY 11, 1983 AS DOCUMENT R83-27951, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-090 (Address upon annexation: 854 Crest Court);

1S601 Crest Ct, Glen Ellyn, IL 60137: LOT 12 IN BLOCK 1 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT NUMBER R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT NUMBER R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-089 (Address upon annexation: 850 Crest Court);

1S600 Crest Ct, Glen Ellyn, IL 60137: LOT 11 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-088 (Address upon annexation: 846 Crest Court);

1S608 Crest Ct, Glen Ellyn, IL 60137: LOT 10 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-300-087 (Address upon annexation: 842 Crest Court);

1S616 Crest Ct, Glen Ellyn, IL 60137: LOT 9 IN BLOCK 1 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RERECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-300-086 (Address upon annexation: 838 Crest Court);

1S711 Ridge Road Glen Ellyn, IL 60137: LOT 5 IN BLOCK 4 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, IL

P.I.N.: 05-24-303-001 (Address upon annexation: 857 Ridge Road);

1S731 Ridge Road Glen Ellyn, IL 60137: LOT 6 IN BLOCK 4 IN GLENCREST, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-303-002 (Address upon annexation: 373 Ridge Road);

1S741 S. Ridge Road Glen Ellyn, IL 60137: LOT 7 IN BLOCK 4 IN GLENCREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 26, 1976 AS DOCUMENT R76-94012 IN DUPAGE COUNTY, ILLINOIS

P.I.N.: 05-24-303-003 (Address upon annexation: 379 Ridge Road);

21W670 Glen Crest Drive Glen Ellyn, IL 60137: LOT 8 IN BLOCK 4 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT R83-27951, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-303-004 (Address upon annexation: 856 Glen Crest Drive);

21W660 Glen Crest Drive Glen Ellyn, IL 60137: LOT 9 IN BLOCK 4 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-303-005 (Address upon annexation: 864 Glen Crest Drive);

1S736 Danby Drive Glen Ellyn, IL 60137: LOT 11 IN BLOCK 4 IN GLEN CREST, SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-303-011 (Address upon annexation: 378 Danby Drive);

1S726 Danby Drive Glen Ellyn, IL 60137: LOT 12 IN BLOCK 4 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-303-010 (Address upon annexation: 372 Danby Drive);

21W625 Bemis Road Glen Ellyn, IL 60137: LOT 1 IN BLOCK 4 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-303-009 (Address upon annexation: 889 Bemis Road);

21W635 Bemis Road Glen Ellyn, IL 60137: LOT 2 IN BLOCK 4 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1975 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-303-008 (Address upon annexation: 881 Bemis Road);

21W645 Bemis Road Glen Ellyn, IL 60137: LOT 3 IN BLOCK 4 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY

25, 1975 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 12, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-303-007 (Address upon annexation: 873 Bemis Road);

21W661 Bemis Road Glen Ellyn, IL 60137: LOT 4 IN BLOCK 4 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1975 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94102 IN DUPAGE COUNTY, ILLINOIS
P.I.N.: 05-24-303-006 (Address upon annexation: 865 Bemis Road);

1S728 Ridge Road Glen Ellyn, IL 60137: LOT 1 IN BLOCK 3 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94102 IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-301-016 (Address upon annexation: 372 Ridge Road);

1S740 Ridge Road Glen Ellyn, IL 60137: LOT 2 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 26, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS
P.I.N.: 05-24-301-017 (Address upon annexation: 378 Ridge Road);

21W710 Glen Crest Drive Glen Ellyn, IL 60137: LOT 3 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 IN DUPAGE COUNTY, ILLINOIS
P.I.N.: 05-24-301-018 (Address upon annexation: 840 Glen Crest Drive);

21W720 Glen Crest Drive Glen Ellyn, IL 60137: LOT 4 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-301-019 (Address upon annexation: 832 Glen Crest Drive);

21W730 Glen Crest Drive Glen Ellyn, IL: LOT 5 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT NO. R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS
P.I.N.: 05-24-301-020 (Address upon annexation: 826 Glen Crest Drive);

21W740 Glen Crest Drive Glen Ellyn, IL: LOT 6 IN BLOCK 3 IN GLENCREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-301-021 (Address upon annexation: 820 Glen Crest Drive);

21W750 Glen Crest Drive Glen Ellyn, IL: LOT 7 IN BLOCK 3 IN GLENCREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-301-022 (Address upon annexation: 814 Glen Crest Drive);

21W760 Glen Crest Drive Glen Ellyn, IL: LOT 8 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDES DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS
P.I.N.: 05-24-301-023 (Address upon annexation: 808 Glen Crest Drive);

21W770 Glen Crest Drive Glen Ellyn, IL: LOT 9 IN BLOCK 3 (EXCEPT THAT PART OF SAID LOT 9 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 72.00 FEET: THENCE WESTERLY 70.00 FEET MORE OR LESS, TO A POINT ON THE WESTERLY SIDE OF SAID LOT, 19.00 FEET NORTHERLY OF THE POINT OF BEGINNING: THENCE SOUTHERLY ALONG SAID WESTERLY LINE 19.00 FEET TO THE POINT OF BEGINNING) IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 12, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-049 (Address upon annexation: 802 Glen Crest Drive);

1S777 Route 53 Glen Ellyn, IL: LOT 10 AND THAT PART OF LOT 9 DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 9, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 72.00 FEET, THENCE WESTERLY 70.00 FEET MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF SAID LOT 19.00 FEET NORTHERLY OF THE POINT OF BEGINNING, THENCE SOUTHERLY ALONG SAID WESTERLY LINE 19.00 FEET TO THE POINT OF BEGINNING, IN BLOCK 3 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 AND CERTIFICATE OF CORRECTION RECORDED MAY 11, 1983 AS DOCUMENT R83-27951, IN DUPAGE COUNTY, ILLINOIS

P.I.N.: 05-24-301-050 (Address upon annexation: 801 Glen Crest Drive);

21W765 Glen Crest Drive Glen Ellyn, IL: LOT 11 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT NO. R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-026 (Address upon annexation: 807 Glen Crest Drive);

21W755 Glen Crest Drive Glen Ellyn, IL: LOT 12 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, AND CERTIFICATE OF CORRECTION RECORDED MAY 11, 1983 AS DOCUMENT R83-27951, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-027 (Address upon annexation: 813 Glen Crest Drive);

21W745 Glen Crest Drive Glen Ellyn, IL: LOT 13 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-028 (Address upon annexation: 819 Glen Crest Drive);

21W735 Glen Crest Drive Glen Ellyn, IL: LOT 14 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-029 (Address upon annexation: 825 Glen Crest Drive);

21W725 Glen Crest Drive Glen Ellyn, IL: LOT 15 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 AND CERTIFICATE OF CORRECTION RECORDED MAY 11, 1983 AS DOCUMENT NO. R83-72951, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-030 (Address upon annexation: 831 Glen Crest Drive);

21W715 Glen Crest Drive Glen Ellyn, IL: LOT 16 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-031 (Address upon annexation: 837 Glen Crest Drive);

21W701 Glen Crest Drive Glen Ellyn, IL: LOT 17 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS

P.I.N.: 05-24-301-032 (Address upon annexation: 843 Glen Crest Drive);

21W681 Glen Crest Drive Glen Ellyn, IL: LOT 18 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-033 (Address upon annexation: 849 Glen Crest Drive);

21W671 Glen Crest Drive Glen Ellyn, IL: LOT 19 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976, AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-301-034 (Address upon annexation: 855 Glen Crest Drive);

21W661 Glen Crest Drive Glen Ellyn, IL: LOT 20 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 12, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-301-035 (Address upon annexation: 861 Glen Crest Drive);

21W651 Glen Crest Drive Glen Ellyn, IL: LOT 21 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-301-036 (Address upon annexation: 867 Glen Crest Drive);

21W641 Glen Crest Drive Glen Ellyn, IL: LOT 22 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-301-037 (Address upon annexation: 873 Glen Crest Drive);

21W631 Glen Crest Drive Glen Ellyn, IL: LOT 23 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-301-038 (Address upon annexation: 879 Glen Crest Drive);

21W621 Glen Crest Drive Glen Ellyn, IL: LOT 24 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS

P.I.N.: 05-24-301-039 (Address upon annexation: 885 Glen Crest Drive);

21W611 Glen Crest Drive Glen Ellyn, IL: LOT 25 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-040 (Address upon annexation: 891 Glen Crest Drive);

1S751 Danby Drive Glen Ellyn, IL: LOT 27 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RERECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-045 (Address upon annexation: 387 Danby Drive);

1S731 Danby Drive Glen Ellyn, IL: LOT 29 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-043 (Address upon annexation: 375 Danby Drive);

1S721 Danby Drive Glen Ellyn, IL: LOT 30 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-042 (Address upon annexation: 369 Danby Drive);

1S711 Danby Drive Glen Ellyn, IL: LOT 31 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-041 (Address upon annexation: 363 Danby Drive); and

Whereas, the record titleholders of each of the 89 properties have indicated that they are ready, willing, and able to enter into the annexation agreements, attached hereto as Exhibits "1"

through “89” 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 March 28, 2011, the Village Board conducted a public hearing on the proposed annexation agreements; and

Whereas, after due 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 “1” through “89”.

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 “1” through “89” 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 89 properties located on Marston Avenue east of Route 53, on Brook Court, Lorry Court, Crest Court, Marston Court, Ridge Road, Danby Drive, and Glen Crest Drive, Route 53 and Bemis Road, attached hereto as Exhibits “1” through “89” 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 _____)

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ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this ____ day of ____ 2010, by, between, and among *Name* ("Owners"), and the Village of Glen Ellyn ("Village"). The Village and Owners are collectively referred to as ("Parties").

RECITALS

A. The Owners are the owners of record of a parcel of land commonly known as *Address* and which is located *Location* 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. *PIN* ("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. On March 12, 1975 the Board of Trustees of the Village of Glen Ellyn approved a motion to authorize the Village President and Village Clerk to sign an agreement with the developers of the Glen Crest Subdivision which, among other things, required the developers to include an annexation clause in all deeds, contracts or agreements between themselves and their purchasers. The developers failed to include such a clause in any of the aforementioned documents and thus this annexation agreement is meant to serve as a replacement of such clause.

D. In order to allow the continued and uninterrupted service of Village water and sanitary sewer services to the Property, the Owners and Village have negotiated the terms of an annexation agreement.

E. The Village is willing to allow the continuation of water and sanitary sewer services to the Property, so long as the Owners agrees to petition the Village 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.

F. 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 _____.

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

H. The Owners have 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.

I. 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 Owners (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 Owners' 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 Owners' 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 Owners and/or their 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 Owners.

If all or a portion of the Property is conveyed prior to the annexation of the Property to the Village, whether by the Owners 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 Owners, 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 Owners, 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. The Village agrees to permit the continuation of water and sewer services to the Property. In the event that the Owners fail to petition the Village for annexation in accordance with Section 3 above or fail 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, Owners agree 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 Owners shall receive approval from the Village of the fire suppression sprinkler system design to be installed in the home. The Owners 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 Owners 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 Owners 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 provides 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 Owners fail 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 and sanitary sewer services. The Owners 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 Owners 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 Owners 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 Owners of their 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 Owners 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 Owners 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 Owners 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

OWNER:

Name

BY: _____
Village President

OWNER:

Name

ATTEST:

BY: _____
Suzanne Connors, Village Clerk

BY: _____

SUBSCRIBED AND SWORN to
before me this _____ day of
_____, 2010.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Owner: *Name*

Address: *Address*

P.I.N.: *PIN*

Legal Description:

Address: Legal

EXHIBIT B
PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS

TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as _____ and P.I.N. _____ (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That 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.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

Owners of Record of Subject Property:

Signature: _____

Print Name: _____

Date: _____

Subscribed and sworn to before me this
_____ day of _____, 20__

NOTARY PUBLIC

Signature: _____

Print Name: _____

Date: _____

Subscribed and sworn to before me this
_____ day of _____, 20__

NOTARY PUBLIC

Signature: _____

Print Name: _____

Date: _____

Subscribed and sworn to before me this
_____ day of _____, 20__

NOTARY PUBLIC

**NOTICE OF PUBLIC HEARING
REGARDING PROPOSED ANNEXATION AGREEMENTS
WITH THE VILLAGE OF GLEN ELLYN**

In accordance with the Illinois Municipal Code, 65 ILCS 5/11-15.1-3 on **Monday, March 28, 2011 at 8:00 p.m.**, the Glen Ellyn Village Board will conduct a public hearing to consider entering into annexation agreements with 89 properties located at 1S565 Marston Court, 1S575 Marston Court, 1S581 Marston Court, 1S600 Crest Court, 1S601 Crest Court, 1S604 Marston Court, 1S608 Crest Court, 1S611 Crest Court, 1S611 Marston Court, 1S614 Marston Court, 1S616 Crest Court, 1S621 Marston Court, 1S624 Marston Court, 1S628 Brook Court, 1S631 Marston Court, 1S634 Brook Court, 1S640 Brook Court, 1S641 Brook Court, 1S641 Marston Court, 21W610 Marston Court, 21W615 Marston Court, 21W620 Marston Court, 21W621 Crest Court, 21W629 Marston Court, 21W630 Marston Court, 21W631 Marston Court, 21W640 Marston Court, 21W649 Marston Avenue, 21W650 Marston Court, 21W651 Marston Court, 21W659 Marston Avenue, 21W660 Marston Court, 21W661 Marston Court, 21W671 Marston Avenue, 21W681 Marston Avenue, 21W701 Marston Avenue, 21W711 Marston Avenue, 21W718 Lorry Court, 21W720 Lorry Court, 21W721 Marston Avenue, 21W728 Lorry Court, 21W732 Lorry Court, 21W740 Lorry Court, 21W741 Marston Avenue, 21W754 Marston Avenue, 21W761 Marston Avenue, 21W764 Marston Avenue, 21W774 Marston Avenue, 21W775 Marston Avenue, 1S711 Ridge Road, 1S731 Ridge Road, 1S741 S. Ridge Road, 21W670 Glen Crest Drive, 21W660 Glen Crest Drive, 1S736 Danby Drive, 1S726 Danby Drive, 21W625 Bemis Road, 21W635 Bemis Road, 21W645 Bemis Road, 21W661 Bemis Road, 1S728 Ridge Road, 1S740 Ridge Road, 21W710 Glen Crest Drive, 21W720 Glen Crest Drive, 21W730 Glen Crest Drive, 21W740 Glen Crest Drive, 21W750 Glen Crest Drive, 21W760 Glen Crest Drive, 21W770 Glen Crest Drive, 1S777 Route 53, 21W765 Glen Crest Drive, 21W755 Glen Crest Drive, 21W745 Glen Crest Drive, 21W735 Glen Crest Drive, 21W725 Glen Crest Drive, 21W715 Glen Crest Drive, 21W701 Glen Crest Drive, 21W681 Glen Crest Drive, 21W671 Glen Crest Drive, 21W661 Glen Crest Drive, 21W651 Glen Crest Drive, 21W641 Glen Crest Drive, 21W631 Glen Crest Drive, 21W621 Glen Crest Drive, 21W611 Glen Crest Drive, 1S751 Danby Drive, 1S731 Danby Drive, 1S721 Danby Drive, 1S711 Danby Drive. The Village Board may act on the proposed annexation agreements this same night following the public hearing.

The subject properties are located on Marston Avenue east of Route 53, on Brook Court, Lorry Court, Crest Court, Marston Court, Ridge Road, Danby Drive, and Glen Crest Drive, on the east side of Route 53 between Bemis Road and Buckingham Road and on the south side of Bemis Road between Ridge Road and Danby Drive in unincorporated DuPage County and are not currently contiguous to the Village Limits. The properties are legally described as follows:

21W774 Marston Ave, 21W764 Marston Ave, 21W754 Marston Ave, 21W740 Lorry Ct, 21W732 Lorry Ct, 21W728 Lorry Ct, 21W720 Lorry Ct, 21W718 Lorry Ct, 1S616 Crest Ct, 1S600 Crest Ct, 1S601 Crest Ct, 1S611 Crest Ct, 21W621 Crest Ct, 1S624 Marston Ct, 1S614 Marston Ct, 1S604 Marston Ct, 21W631 Marston Ct, 21W651 Marston Ct, 21W661 Marston Ct, 21W660 Marston Ct, 21W650 Marston Ct, 21W640 Marston Ct, 21W630 Marston Ct, 21W620 Marston Ct, 21W610 Marston Ct, 1S565 Marston Ct, 1S575 Marston Ct, 1S581 Marston Ct, 1S611 Marston Ct, 1S621 Marston Ct, 1S631 Marston Ct, 1S641 Marston Ct, 21W615 Marston Ct, 21W629 Marston Ct Glen Ellyn, IL 60137: LOTS 1 THROUGH 35 IN BLOCK 1 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.S: 05-24-300-078 through -112

21W775 Marston Ave, 21W761 Marston Ave, 1S628 Brook Ct , 1S634 Brook Ct, 1S640 Brook Ct, 1S641 Brook Ct, 21W741 Marston Ave, 21W721 Marston Ave, 21W711 Marston Ave, 21W701 Marston Ave, 21W681 Marston Ave, 21W671 Marston Ave, 21W659 Marston Ave, 21W649 Marston Ave, Glen Ellyn, IL 60137: LOTS 1 THROUGH 14 IN BLOCK 2 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RERECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.S: 05-24-300-113 through -126

1S728 Ridge Road, 1S740 Ridge Road, 21W710 Glen Crest Drive, 21W720 Glen Crest Drive, 21W730 Glen Crest Drive, 21W740 Glen Crest Drive, 21W750 Glen Crest Drive, 21W760 Glen Crest Drive, 21W765 Glen Crest Drive, 21W745 Glen Crest Drive, 21W735 Glen Crest Drive, 21W715 Glen Crest Drive, 21W701 Glen Crest Drive, 21W681 Glen Crest Drive, 21W671 Glen Crest Drive, 21W661 Glen Crest Drive, 21W651 Glen Crest Drive, 21W641 Glen Crest Drive, 21W631 Glen Crest Drive, 21W621 Glen Crest Drive, 21W611 Glen Crest Drive, 1S751 Danby Drive, 1S731 Danby Drive, 1S721 Danby Drive, and 1S711 Danby Drive Glen Ellyn, IL 60137: LOTS 1 THROUGH 8, 11, 13, 14, 16, THROUGH 25, 27 AND 29 THROUGH 31 IN BLOCK 3 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94102 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.S: 05-24-301-016 through -023, 05-24-301-026, 05-24-301-028, 05-24-301-029, 05-24-301-031 through -043 and 05-24-301-045

21W770 Glen Crest Drive Glen Ellyn, IL 60137: LOT 9 IN BLOCK 3 (EXCEPT THAT PART OF SAID LOT 9 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 72.00 FEET: THENCE WESTERLY 70.00 FEET MORE OR LESS, TO A POINT ON THE WESTERLY SIDE OF SAID LOT, 19.00 FEET NORTHERLY OF THE POINT OF BEGINNING: THENCE SOUTHERLY ALONG SAID WESTERLY LINE 19.00 FEET TO THE POINT OF BEGINNING) IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 12, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-24-301-049

1S777 Route 53 Glen Ellyn, IL 60137: LOT 10 AND THAT PART OF LOT 9 DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 9, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 72.00 FEET, THENCE WESTERLY 70.00 FEET MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF SAID LOT 19.00 FEET NORTHERLY OF THE POINT OF BEGINNING, THENCE SOUTHERLY ALONG SAID WESTERLY LINE 19.00 FEET TO THE POINT OF BEGINNING, IN BLOCK 3 IN GLEN CREST, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF

RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012 AND CERTIFICATE OF CORRECTION RECORDED MAY 11, 1983 AS DOCUMENT R83-27951, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-301-050

21W755 Glen Crest Drive and 21W725 Glen Crest Drive Glen Ellyn, IL 60137: LOT 12 AND 15 IN BLOCK 3 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084, AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, AND CERTIFICATE OF CORRECTION RECORDED MAY 11, 1983 AS DOCUMENT R83-27951, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.: 05-24-301-027 and 05-24-301-030

21W625 Bemis Road, 21W635 Bemis Road, 21W645 Bemis Road, 21W661 Bemis Road, 1S711 Ridge Road, 1S731 Ridge Road, 1S741 S. Ridge Road, 21W670 Glen Crest Drive, 21W660 Glen Crest Drive, 1S736 Danby Drive, 1S726 Danby Drive Glen Ellyn, IL 60137: LOTS 1 THROUGH 12 IN BLOCK 4 IN GLEN CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1976 AS DOCUMENT R76-11084 AND RE-RECORDED DECEMBER 27, 1976 AS DOCUMENT R76-94012, IN DUPAGE COUNTY, ILLINOIS.
P.I.N.S: 05-24-303-001 through -011

These agreements will also be discussed in a more informal fashion at a Village Board Workshop on March 21, 2011. Comments from the public will be welcome at this meeting.

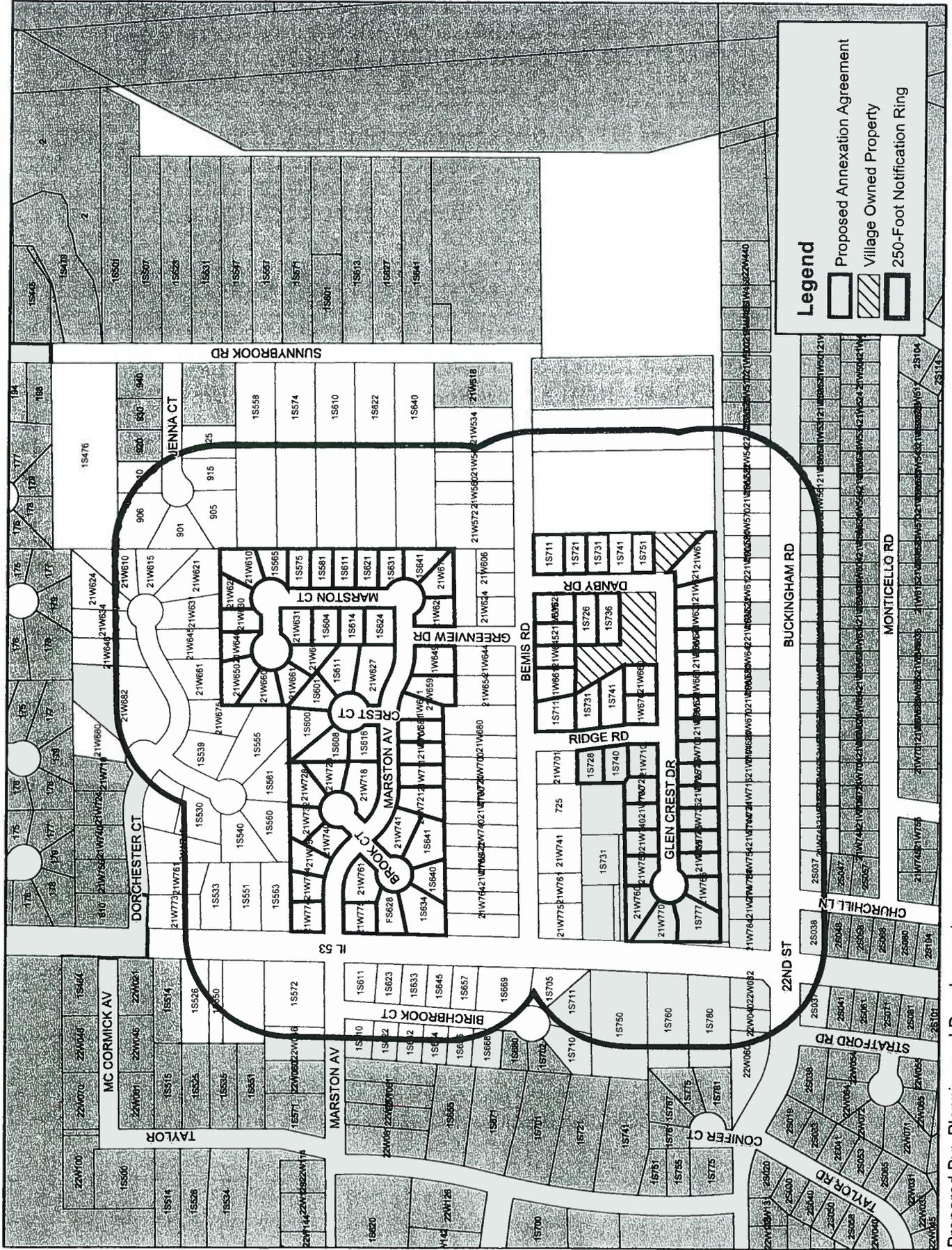
All persons in the Village of Glen Ellyn who are interested are invited to attend the public hearing to listen and be heard. Copies of the annexation agreements are available for public review in the Planning and Development Department of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Questions related to the proposed annexation agreements should be directed to Andrew Letson, Planning Intern at 630-547-5246 or Andrew Lueck, Planning Intern at 630-547-5248.

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 at least 24 hours in advance of the meeting.

Andrew Letson, Planning Intern
Village of Glen Ellyn

(Published in the Glen Ellyn News on March 10, 2011)

Glen Crest Subdivision Proposed Annexation Agreements



A G R E E M E N T

THIS AGREEMENT, made this 12th day of May, 1975, between the Village of Glen Ellyn, an Illinois municipal corporation (hereinafter called "Village"), Abbottsford Corporation, a Delaware corporation (hereinafter called "Abbottsford"), and Robert Kettell Construction Corporation, an Illinois corporation (hereinafter called "Kettell"), WITNESSETH:

WHEREAS, Abbottsford and Kettell are the equitable owners of certain parcels of real estate legally described in Exhibits 1 and 2, attached hereto and by reference made a part hereof; and

WHEREAS, Abbottsford and Kettell have presented to the Glen Ellyn Plan Commission a plan for developing said properties in a Subdivision designated as Glen Crest Subdivision, and that plan has been approved by the Plan Commission of the Village; and

WHEREAS, Glen Crest Subdivision will contain ninety-two lots, all of which meet the requirements of the Glen Ellyn Subdivision Control Ordinance; and

WHEREAS, there is no water or sewer service available to said Subdivision unless the Village water and sewerage systems are extended to serve it; and

WHEREAS, Abbottsford and Kettell are willing to defray the cost of extending the municipal water and sewerage systems of the Village to serve all of the lots subject to this Agreement according to the standards and specifications prescribed by the ordinances of the Village; and

WHEREAS, the Village is willing to furnish water and sewer services to said lots at the usual and customary rates charged residents outside its corporate limits for these services; and

WHEREAS, in reliance upon execution of this Agreement by the Village and the performance by the Village of the undertakings hereinafter set forth, Abbottsford and Kettell shall undertake certain obligations and materially change their positions in connection therewith.

THEREFORE, IT IS MUTUALLY COVENANTED AND AGREED between the parties hereto, as follows:

1. The Village has held a public hearing on this Agreement as originally submitted, after first publishing notice of such hearing in the Glen Ellyn News not more than thirty nor less than fifteen days prior to the hearing.
2. The Village will adopt a resolution authorizing the Village President and Village Clerk to execute this Agreement as written or modified at the public hearing.
3. Abbottsford and Kettell will construct, at their cost,

MAIL TO: {

NAME
ADDRESS
CITY AND STATE

ADDRESS OF PROPERTY:

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

subject to the recapture provisions herein, certain extensions to the existing Village water and sewerage systems, all in accordance with the plans and specifications attached hereto, and made a part hereof as Exhibit 3, hereinafter referred to as "submission documents," all of which documents were revised through March 20, 1975, except the Plat of said Subdivision which was revised through May 7, 1975.

4. Abbottsford and Kettell will submit all engineering plans in connection with the aforementioned construction to the Village for approval, which approval shall not be unreasonably withheld; and Village will either approve or disapprove such plans within thirty days after submission, and if such plans are disapproved, return them to Abbottsford and Kettell with the reasons for such disapproval and recommended changes.

5. Village will charge the users of the water and sewer services in said Subdivision the usual and customary rates charged all other users outside the corporate limits.

6. Village will reimburse Abbottsford and Kettell, from connection fees hereinafter described, for the proportionate costs expended by them in constructing extensions of the municipal water and sewer lines which will benefit properties other than those described in Exhibits 1 and 2 hereof by establishing connection fees, as follows:

a. The actual construction, engineering and inspection costs incurred for the installation of water and sewer line extensions shall be determined by the engineers for Abbottsford and Kettell, subject to the approval of the engineer for the Village.

b. The total front footage of the property abutting these water and sewer line extensions, as shown on submission documents, shall be divided into the total cost agreed to, as provided in "a" above, to determine the cost per front foot.

c. The cost per front foot shall be multiplied by the frontage of the property outside of said Subdivision which may be served by the extensions of the water and sewer facilities.

d. The cost, as thus determined, shall be charged the owners of such property in addition to any and all other annexation, connection or inspection fees charged by the Village.

7. All fees collected by the Village pursuant to paragraph 6 shall be paid to Abbottsford and Kettell within sixty days after collection.

It is understood and agreed that the obligation of the Village to reimburse Abbottsford and Kettell is limited to funds collected from such fees, and payments made hereunder shall be

MAIL TO: {
NAME
ADDRESS
CITY AND STATE

ADDRESS OF PROPERTY:

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

as creating any obligation upon the Village to make payments from its general funds or revenue.

* 8. It is understood that, although the property described in Exhibits 1 and 2 is not now contiguous to the Village, it is within the planning area of the Village; and in order to insure the orderly development of the property, Abbottsford and Kettell will insert in all deeds, contracts, or agreements between themselves and their purchasers the following covenants which shall be deemed to be remade at closing and shall not be merged or cancelled as a result of a delivery of a deed by a seller:

Purchaser agrees (a) to the inclusion of the property purchased hereunder in a petition for annexation to the Village of Glen Ellyn, Illinois; (b) not to cause the annexation of said property to any city or village other than the Village of Glen Ellyn, Illinois; (c) that prior to the annexation of this property to the Village of Glen Ellyn, no petition to change the zoning classification of the property will be filed with the DuPage County Zoning Authority; and (d) that when the property becomes contiguous with the corporate limits of the Village of Glen Ellyn, he will do all things necessary, including the execution of any and all documents requested by the Village, to effectuate annexation.

* 9. Abbottsford and Kettell will include the following restriction in DECLARATION OF RESTRICTIONS covering the property described in Exhibits 1 and 2:

At such time that the property described herein is eligible for annexation to the Village of Glen Ellyn, Illinois, each owner of said property, or any part thereof, shall do all things necessary in order to properly effectuate annexation to said Village.

10. As each lot in said Glen Crest Subdivision is sold, Abbottsford and Kettell will, within five days from the date of such sale, deposit with the Village Collector the sum of two hundred fifty dollars as a prepaid annexation fee for each lot sold; and Village agrees that no further annexation fee shall be collected from the owners of these lots in said Subdivision at the time of annexation.

11. Abbottsford and Kettell shall provide a circulating water system and sanitary sewers throughout said Subdivision in compliance with the standards of the Village, will grant to the Village appropriate construction and maintenance easements, and will convey title to said lines to the Village, free and clear of all encumbrances.

12. Upon acceptance by the Village of said facilities, it will maintain said water mains and sewerage system as part of its system. When said Subdivision sewer and water facilities are connected to the Village sewer and water facilities, then concurrently with the

MAIL TO: { NAME, ADDRESS, CITY AND STATE }

ADDRESS OF PROPERTY: _____

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M.E.
J.P.

acceptance of said Subdivision facilities by the Village, Abbottsford and Kettell agree to convey to the Village of Glen Ellyn: Lot 10 in Block X4 and Lot 26 in Block 3 each as shown on said proposed Plat of Glen Crest Subdivision, as revised through May 7, 1975. The said conveyance shall be subject to the restriction that said lots shall remain open land, ~~for park purposes~~ *M.E. J.P.*

13. From time to time, Village will enact such resolutions or ordinances necessary to permit it to comply with the terms of this Agreement.

14. Except as otherwise provided herein, this Agreement shall inure to the benefit of, and be binding upon, the successors in title to the subject property and any successor corporate authority of the Village. Any party to this Agreement, or their respective successors or assigns, may either in law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel performance of this Agreement.

15. In the event a dispute shall arise between Abbottsford, Kettell, and the Village which the parties cannot resolve, either party may, by serving notice upon the other, elect to arbitrate the issue.

Within ten days after service of such notice, Abbottsford and Kettell shall select one arbitrator, the Village shall select one, and the arbitrators so selected shall select a third; and these three shall constitute an arbitration committee. The committee so selected shall proceed promptly to consider the matter and may elect to hold such hearings as it shall deem necessary.

The cost of the arbitration proceedings, including professional witnesses, if any, shall be borne one-half by Abbottsford and Kettell and the other half by the Village, unless the arbitration committee shall otherwise direct.

16. In the event any part or portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, this day and year first above written.

ATTEST:
Gene W. Smith
Village Clerk

VILLAGE OF GLEN ELLYN
By: *Antoine C. Zimmerman*
Village President

ATTEST:
Marcus Elliott
Secretary

ABBOTTSFORD CORPORATION
By: *Robert J. [Signature]*
President

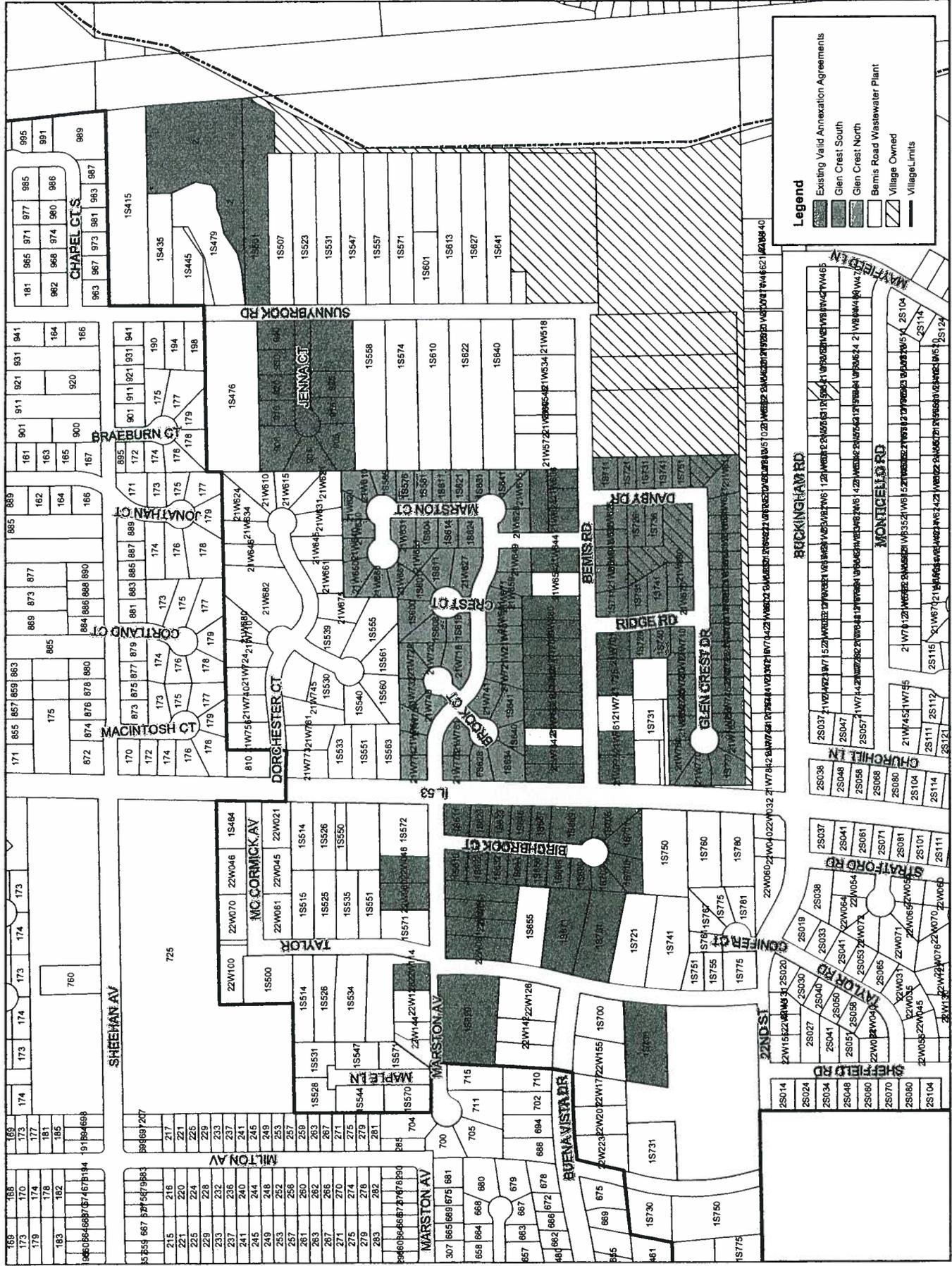
ATTEST:
[Signature]
Secretary

KETTELL CONSTRUCTION CORPORATION
By: *Robert [Signature]*
President

MAIL TO: { NAME _____ ADDRESS _____ CITY AND STATE _____ }

ADDRESS OF PROPERTY: _____
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

Annexation Agreements

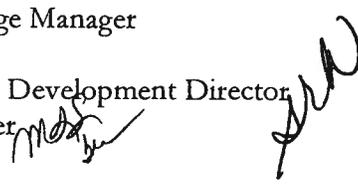


Prepared By: Michele Stegall
 Date: March 9, 2011



MEMORANDUM

TO: Terry Burghard, Interim Village Manager

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

DATE: March 14, 2011

FOR: March 28, 2011 Village Board Meeting

RE: 254 Glenwood Avenue – Third Variation Extension

Background. On October 23, 2006, the Village Board approved a lot width variation for 254 Glenwood Avenue to allow the construction of a new home on this lot which has a width of 48.45 feet. A minimum lot width of 66 feet is required in the R2 Residential District where the property is located. The variation was recommended for approval by the ZBA by a vote of 6-0. No one spoke at the ZBA public hearing in opposition to the request. By a vote of 6-0, the Village Board subsequently passed Ordinance 5513 which approved the request.

The lot width variation approved by Ordinance 5513 has since been extended by the Village Board on two occasions, including on February 11, 2008 by the adoption of Ordinance 5652 and on September 28, 2009 by the adoption of Ordinance 5797. The lot width variation is set to once again expire on April 23, 2011. Due to current market conditions, the property owner, Ray Whalen, is requesting another 18-month extension. The conditions related to this variation request have not changed since the original request was approved in 2006.

On September 10, 2010, the Village Board approved Ordinance 5887 which grants the Planning and Development Director the authority to grant up to one 12-month extension. The granting of such a request is at the discretion of the Planning and Development Director. Subsequent requests for Ordinance extensions must be considered by the Village Board. Given that this is the third request for an Ordinance extension, the previous two requests were considered by the Board and the current extension request will extend this request to 4.5 years beyond the original expiration date, staff believed that it was appropriate to forward this request to the Village Board rather than to process it administratively.

Action Requested. The Village Board is being asked to consider the petitioner's request for a third extension of the lot width variation approved by Ordinance 5513. A draft Ordinance approving the request and extending the length of the original variation approval to October 23, 2012 is attached.

Attachments.

- Email from Ray Whalen dated February 24, 2011
- Ordinance 5513
- Ordinance 5652
- Ordinance 5797
- Draft Ordinance

Cc: Joe Kvapil, Building and Zoning Official

Staci Hulseberg

Subject: FW: Variation Extension

From: rjw177@aol.com [mailto:rjw177@aol.com]

Sent: Thursday, February 24, 2011 1:15 PM

To: Staci Hulseberg

Subject: Variation Extension

Hello Staci,

I am writing to request a further extension of Ordinance No. 5797, which granted a lot width variation for the property at 254 Glenwood Avenue, Glen Ellyn, due to expire on April 23, 2011. I am requesting extension of the expiration date for an additional eighteen (18) months in consideration of current market conditions.

I gratefully acknowledge your attention to this matter. Please advise should you require any additional information.

Very truly,
Ray Whalen



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
DEC. 15, 2006 11:29 AM
OTHER 05-14-121-019
011 PAGES R2006-241083

Village of Glen Ellyn

Ordinance No. 5513

An Ordinance Approving a Variation from the
Lot Width Requirements
Of the Zoning Code
To Allow the Construction of a New Two-Story Single-Family Residence
On the Property at
254 Glenwood Avenue

Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This 23 Day Of October, 2006.

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois, this 26
day of October, 2006.

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

Ordinance No. 5513

**An Ordinance Approving a Variation from the
Lot Width Requirements
Of the Zoning Code
To Allow the Construction of a New Two-Story Single-Family Residence
On the Property at
254 Glenwood Avenue**

Whereas, Ray Whalen, contract purchaser and authorized agent for Gary and Ellen Green, owners of the property at 254 Glenwood Avenue, Glen Ellyn, Illinois, which is legally described as follows:

The North half of Lot 4 in Block 2 of J.W. Turner's Addition to Glen Ellyn, being a Subdivision in Section 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded March 14, 1910, as document No. 99833, in DuPage County, Illinois.

P.I.N.: 05-14-121-019

has petitioned the President and Board of Trustees of the Village of Glen Ellyn for a variation from Section 10-4-5(D)8(a) to allow the construction of a new home on a lot with a width of 48.45 feet in lieu of the minimum required lot width of 66 feet; and

Whereas, following due notice by publication in The Glen Ellyn News not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a public hearing on September 26, 2006, at which the petitioner presented evidence, testimony, and exhibits in support of the variation request and one person appeared in favor of and no persons appeared in opposition thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing, the Zoning Board of Appeals adopted findings of fact and, by a vote of six “yes” and zero “no,” recommended that the variation be approved as set forth in its Report and Recommendation dated September 26, 2006, appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees have reviewed the exhibits and evidence presented at the aforementioned public hearing and have considered the findings of fact and recommendations of the Zoning Board of Appeals; and

Whereas, the President and Board of Trustees make the following findings of fact:

- A. Any development on the subject property would require a variation;
- B. The proposed new house would be in conformance with all other relevant Building and Zoning Code regulations;
- C. Adjacent properties do not have land available that could be acquired to increase the size of the subject property;
- D. Numerous developed properties in the neighborhood possess similar size characteristics;
- E. The deteriorated condition of the existing house makes it impractical to remodel or construct an addition; and
- F. The proposed home will conform to the essential character of the neighborhood; and

Whereas, the President and Board of Trustees, based on the aforementioned findings of fact, find it appropriate to grant the variation as recommended by the Zoning Board of Appeals;

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

Section One: The Report and Recommendation of the Glen Ellyn Zoning Board of Appeals, Exhibit "A" appended hereto, is hereby accepted, and the findings of fact and conclusions set forth in the preamble above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve a variation from Section 10-4-5(D)8(a) to allow the construction of a new home on a lot with a width of 48.45 feet in lieu of the minimum required lot width of 66 feet for property at 254 Glenwood Avenue, Glen Ellyn, Illinois, which is legally described as follows:

The North half of Lot 4 in Block 2 of J.W. Turner's Addition to Glen Ellyn, being a Subdivision in Section 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded March 14, 1910, as document No. 99833, in DuPage County, Illinois.

P.I.N.: 05-14-121-019.

Section Three: The grant of variation is conditioned upon the construction of the new home being in substantial compliance with the testimony provided at the September 26, 2006, Zoning Board of Appeals meeting and the Petitioner's Application for Variation, including:

- Table of Contents
- Letter from Owners dated August 28, 2006 authorizing Ray Whalen permission to seek variations
- Proof of Ownership (Warranty Deed)
- Plat of Survey
- Building Sketches dated August 28, 2006 including:
 - Site Plan
 - Front Elevation
- Site Information
- Real Estate Contract
- Zoning Worksheet
- Photos of existing home

Section Four: The Building and Zoning Official is hereby authorized and directed to issue building permits for the subject property, consistent with the variation granted herein, provided that all conditions set forth hereinabove have been met and all other applicable laws and ordinances are complied with. This grant of variation shall expire and become null and void eighteen (18) months from the date of passage of this Ordinance unless a building permit to begin construction in reliance on this variation is applied for within said eighteen (18)-month time period and construction is continuously and vigorously pursued, provided, however, the Village Board, by motion, may extend the period during which permit application, construction, and completion shall take place.

Section Five: The Planning and Development Department is hereby authorized and directed to cause a copy of this Ordinance approving the variation to be recorded with the DuPage County Recorder of Deeds.

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

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

PASSED by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this 23 day of October, 2006.

Ayes: *Pepperman, Nactan, Armstrong, Chopman,*
Gardner, Lee

Nays: - 0 -

Absent: - 0 -

Approved by the Village President of the Village of Glen Ellyn, Illinois, this 23 day of October, 2006.

Wicky Hase
Village President of the
Village of Glen Ellyn, Illinois

Attest:

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

(Published in pamphlet form and posted on the 26 day of October, 2006.)

X:\Plandev\PLANNING\VAR\ORD\GLENWOOD254- LOTWIDTH.doc

**Report and Recommendation of the
Glen Ellyn Zoning Board of Appeals
on the Petition of Ray Whalen, contract purchaser
and authorized agent for Gary and Ellen Green,
for a Lot Width Variation
at 254 Glenwood Avenue
September 26, 2006**

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

Ray Whalen, contract purchaser and authorized agent for Gary and Ellen Green, owners of the property at 254 Glenwood Avenue, is proposing to construct a two-story, single-family residence in place of an existing non-conforming house on a non-conforming lot. The zoning for the property requires that all properties have a minimum lot width. The property owners are requesting approval of a variation from the Glen Ellyn Zoning Code, Section 10-4-5(D)8(a), to allow the construction of a new home on a lot with a width of 48.45 feet in lieu of the minimum required lot width of 66 feet.

The petitioner was referred to the Zoning Board of Appeals to conduct a public hearing thereon as required by the Zoning Code. The Zoning Board of Appeals set the date of the required public hearing for Tuesday, September 26, 2006. Notice of the public hearing was published in The Glen Ellyn News on September 7, 2006. Notices were sent to the property owners within 250 feet of the subject property as required. A sign was placed on the subject property announcing that a public hearing would be held regarding the site.

The Zoning Board of Appeals issued the following Report and Recommendation:

I. Report:

- A. Location -- The property is located on the west side of Glenwood Avenue between Turner Avenue and Greenfield Avenue. The property is legally described as follows:

The North half of Lot 4 in Block 2 of J.W. Turner's Addition to Glen Ellyn, being a Subdivision in Section 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded March 14, 1910, as document No. 99833, in DuPage County, Illinois.

P.I.N.: 05-14-121-019

- B. Characteristics of the Surrounding Area -- The property at 254 Glenwood Avenue and the surrounding areas are zoned R2 - Residential District. The properties consist of a variety of lot sizes and building configurations.

- C. Public Hearing -- Mr. Wilson, Building and Zoning Official, reviewed the characteristics of the property and the surrounding area, presented plans of the proposed new two-story single-family residence and introduced the requested variation. Mr. Wilson described the lot configuration and setback definitions as they relate to this property as well as the layout of the home. He explained that the variation is being requested because the Zoning Code prohibits redevelopment of lots that are less than 50 feet wide without a variation and that the structure complies with all zoning code regulations.

Ray Whalen described the existing structure that would be demolished as well as the new replacement structure. He indicated that the existing home is outdated and that many of the components such as the electrical systems, mechanical systems, plumbing and structure could not be saved. He indicate that the lot was platted as a 50-foot wide lot but the accuracy of the surveys reduced the front lot line to 49.95 feet and the definition for lot width is the width at the minimum front setback. The lot narrows from front to back, which creates the 48.45-foot lot. Mr. Whalen reiterated that the new structure would comply with all zoning requirements.

One person spoke in favor of the request.

Tony Vopenka of 251 Sunset

Mr. Vopenka remarked that he supported the variation and wondered what would happen to the older home if a variation were not granted. He did not want to see a blighted structure left in perpetuity.

No persons appeared in opposition to the request.

- D. Exhibits:

- Exhibit 1: Staff Report from the Building & Zoning Official to the Zoning Board of Appeals dated September 19, 2006.
- Exhibit 2: Notice of Public Hearing, published in the September 7, 2006, edition of The Glen Ellyn News, names and addresses of property owners notified, and location map.
- Exhibit 3: Application for Variation including:
- Table of Contents
 - Letter from Owners dated August 28, 2006 authorizing Ray Whalen permission to seek variations
 - Proof of Ownership (Warranty Deed)
 - Plat of Survey
 - Building Sketches dated August 28, 2006 including:
 - o Site Plan
 - o Front Elevation

- Site Information
- Real Estate Contract
- Zoning Worksheet
- Photos of existing home

E. Deliberations: The Zoning Board of Appeals discussed the request based on testimony presented by the petitioner and the public. The ZBA agreed with the petitioner's request. The ZBA felt that the narrow lot was platted long before the current lot width requirements and that purchasing adjacent land is a hardship. This property could not be redeveloped without a variation and the builder demonstrated that the zoning characteristics of the lot would be consistent with wider lots as the new structure will comply with all other applicable zoning requirements. The ZBA felt that the design and placement of the structure on the lot are consistent with other homes in the area. The ZBA also referred back to similar variations granted for the redevelopment of other properties that were less than 50 feet in width, all of which were occupied by an existing structure.

F. Findings of Fact: After hearing testimony from the petitioner, the Zoning Board of Appeals established the following Findings of Fact:

1. That the particular physical surroundings, shape or topographical condition of the specific property involved would bring particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out because the property could not be developed.
2. That the conditions upon which the petition for variation is based would not be applicable generally to the other properties within the same zoning district because other properties meet the current required regulations.
3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property because the owner is redeveloping the property as the only plausible solution for this property.
4. That the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property or by the applicant because the property was platted long before the current minimum lot width requirements.
5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located because the new home will meet the same setbacks as a conforming lot.
6. That the proposed variation:
 - a). Will not impair an adequate supply of light and air to adjacent property;
 - b). Will not substantially increase the hazard from fire or other dangers to said

- c). property or adjacent property;
Will not otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of the Village;
 - d). Will not diminish or impair property values within the neighborhood;
 - e). Will not unduly increase traffic congestion in the public streets and highways;
 - f). Will not create a nuisance; or
 - g). Will not result in an increase in public expenditures.
7. That the variation is the minimum variation that will make possible the reasonable use of the land, building or structure because the characteristics of the new home are consistent with other properties in the area.

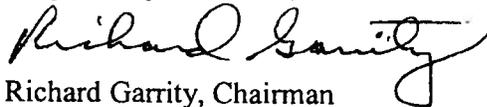
II. Recommendation:

The Zoning Board of Appeals forwards to the Village Board the following recommendation: On a motion made to approve the requested variation by Member Siligmueller and seconded by member Waterman, the Zoning Board of Appeals recommends that the Village Board approve the requested variation from the Glen Ellyn Zoning Code, Section 10-4-5(D)8(a), to allow the construction of a new home on a lot with a width of 48.45 feet in lieu of the minimum required lot width of 66 feet.

Upon a roll call vote, Board Members Fried, Kolar, Ozog, Siligmueller, Waterman and Chairman Garrity voted "yes". The motion to approve the requested variation carried unanimously with six "yes" votes.

The Zoning Board of Appeals has found that a practical difficulty or particular hardship exists because the lot cannot be redeveloped without a variation. If a variation were denied, the existing house would become dilapidated and blighted if not maintained. The ZBA felt that the proposed home fits the character of the neighborhood and lot as it will comply with all applicable building and zoning code requirements.

Respectfully submitted,



Richard Garrity, Chairman
Zoning Board of Appeals

Date of Hearing: September 26, 2006

Present: Members Fried, Kolar, Ozog, Siligmueller, Waterman and Chairman Garrity

Absent: Member Leuzzi

Also Present: Trustee Liaison Pfefferman, Building and Zoning Official Wilson and Transcriber Utterback



CERTIFICATION

I, Andrea L. Draths, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is the true original copy of Ordinance No. 5513, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the Regular Meeting of said Board held on the 23 day of October, 2006, and that the same was signed and approved by the President of said Village on the 23 day of October, 2006.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 15 day of November, 2006.

Andrea Draths
Village Clerk

CORPORATE SEAL.

Village of Glen Ellyn

Ordinance No. 5652

**An Ordinance Extending the Expiration Date
of Ordinance No. 5513 which Granted
a Variation from the Lot Width Requirements
For Property at 254 Glenwood Avenue**

Adopted by the
President and Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
this 11 day of February, 20 08.

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois, this 13
day of February, 20 08.

Ordinance No. 5652

**An Ordinance Extending the Expiration Date
of Ordinance No. 5513 which Granted
a Variation from the Lot Width Requirements
For Property at 254 Glenwood Avenue**

Whereas, Ray Whalen, contract purchaser and authorized agent for Gary and Ellen Green, owners of the property at 254 Glenwood Avenue, Glen Ellyn, Illinois, which is legally described as follows:

The North half of Lot 4 in Block 2 of J. W. Turner's Addition to Glen Ellyn, being a Subdivision in Section 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded March 14, 1910, as document No. 99833, in DuPage County, Illinois.

P.I.N.: 05-14-121-019

requested a Lot Width variation for the construction of a new home on a lot with a width of 48.45 feet in lieu of the minimum required lot width of 66 feet and appeared before the Zoning Board of Appeals on September 26, 2006; and

Whereas, the Village President and Board of Trustees of the Village of Glen Ellyn passed Ordinance No. 5513 on October 23, 2006, which granted a variation from the lot width requirements of the Zoning Code for the property at 254 Glenwood Avenue; and

Whereas, Section Four in Ordinance No. 5513 indicates that the grant of variations shall become null and void eighteen (18) months from the date of passage; and

Whereas, Ray Whalen has requested an extension of the expiration date to October 23, 2009, as outlined in the email dated January 17, 2008, which is attached hereto as "Exhibit A"; and

Whereas, the Village President and Board of Trustees have considered said request and have determined that good cause has been shown to grant an extension until October 23, 2009, and that it is in the best interest of the Village of Glen Ellyn that this extension be granted.

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: A building permit to begin construction in reliance on these variations must be applied for by October 23, 2009, and construction must thereafter be continuously and vigorously pursued.

Section Two: In the event a permit is not submitted for the construction as approved within the prescribed extended time frame, then the Village Board, without the requirement for a public hearing, may, by motion, grant an additional time extension.

Section Three: This Ordinance shall be in full force and effect 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

11 day of February, 2008.

Ayes: Lee, Comerford, Lodesic, Norton, Tharsell

Nays: - 0 -

Absent: Recuse: Armstrong

Approved by the Village President of the Village of Glen Ellyn, Illinois, this 11 day of February, 2008.

Wichy Hase
Village President of the
Village of Glen Ellyn, Illinois

Attest:

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

(Published in pamphlet form and posted on the 13 day of February 2008).

X:\PlanDev\PLANNING\VARIATIONS\ORD\GLENWOOD254- EXT.doc

Staci Hulseberg

Exhibit "A"

From: RJW177@aol.com [mailto:RJW177@aol.com]
Sent: Thursday, January 17, 2008 8:20 AM
To: Staci Hulseberg
Subject: 254 Glenwood Avenue

Staci,

I am writing to request of the Village Board an extension of ordinance 5513, received on October 23, 2006 approving a variation for lot width respective to 254 Glenwood Avenue, Glen Ellyn. It was a unanimous decision on behalf of both the Village Board and Zoning Board of Appeals. I am requesting an extension of an additional eighteen (18) months in consideration of current market conditions.

I gratefully acknowledge your attention to this matter. Please advise should you require any additional information.

Very truly,

Ray Whalen

Start the year off right. Easy ways to stay in shape in the new year.



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
DEC. 30, 2009 12:20 PM
OTHER 05-14-121-019
006 PAGES R2009-194565

Village of Glen Ellyn

Ordinance No. 5797

An Ordinance Extending the Expiration Date
of Ordinance No. 5513, which was Previously Extended
by Ordinance No. 5652 which Granted a Variation
from the Lot Width Requirements
For Property at 254 Glenwood Avenue
Glen Ellyn, IL 60137

Adopted by the
President and Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
this 28 day of Sept., 2009.

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois, this 30
day of Sept., 2009.

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

Ordinance No. 5797

**An Ordinance Extending the Expiration Date
of Ordinance No. 5513, which was Previously Extended
by Ordinance No. 5652 which Granted a Variation
from the Lot Width Requirements
For Property at 254 Glenwood Avenue
Glen Ellyn, IL 60137**

Whereas, Ray Whalen, owner of the property at 254 Glenwood Avenue, Glen Ellyn, Illinois,
which is legally described as follows:

The North half of Lot 4 in Block 2 of J. W. Turner's Addition to Glen Ellyn, being a
Subdivision in Section 14, Township 39 North, Range 10, East of the Third Principal
Meridian, according to the Plat thereof recorded March 14, 1910, as document No. 99833, in
DuPage County, Illinois.

P.I.N.: 05-14-121-019

requested a Lot Width variation for the construction of a new home on a lot with a width of 48.45
feet in lieu of the minimum required lot width of 66 feet and appeared before the Zoning Board of
Appeals on September 26, 2006; and

Whereas, the Village President and Board of Trustees of the Village of Glen Ellyn passed
Ordinance No. 5513 on October 23, 2006, which granted a variation from the lot width requirements
of the Zoning Code for the property at 254 Glenwood Avenue; and

Whereas, the Village President and Board of Trustees of the Village of Glen Ellyn passed
Ordinance No. 5652 on February 11, 2008, which granted an extension from the expiration date until
October 23, 2009 for the property at 254 Glenwood Avenue; and

Whereas, Section One in Ordinance No. 5652 indicates that a building permit to begin construction must be applied for by October 23, 2009; and

Whereas, Section Two in Ordinance No. 5652 indicates that in the event a permit is not submitted for construction within this time frame, then the Village Board, without the requirement for a Public Hearing, may, by motion, grant an additional time extension; and

Whereas, Ray Whalen has requested an extension to the expiration date of October 23, 2009, as outlined in the email dated July 23, 2009, which is attached hereto as "Exhibit A"; and

Whereas, the Village President and Board of Trustees have considered said request and have determined that good cause has been shown to grant an extension until April 23, 2011, and that it is in the best interest of the Village of Glen Ellyn that this extension be granted.

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: A building permit to begin construction in reliance on these variations must be applied for by April 23, 2011, and construction must thereafter be continuously and vigorously pursued.

Section Two: In the event a permit is not submitted for the construction as approved within the prescribed extended time frame, then the Village Board, without the requirement for a public hearing, may, by motion, grant an additional time extension.

Section Three: This Ordinance shall be in full force and effect 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

28 day of September, 2009.

Ayes: *Ibsrael, Hartweg, Comerford, Hennings, Loderick*

Nays: *- 0 -*

Absent: *Cooper*

Approved by the Village President of the Village of Glen Ellyn, Illinois, this 28 day of September, 2009.



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 30 day of September, 2009).

Staci Hulseberg

Exhibit "A"

From: RJW177@aol.com
Sent: Thursday, July 23, 2009 11:55 AM
To: Staci Hulseberg
Subject: 254 Glenwood Avenue

Hello Staci,

I am writing to request an extension of Ordinance number 5562, which was originally an extension of Ordinance number 5513, dated October 23, 2006, granting variation from lot width requirements. This Ordinance was extended once prior. Due to the unique nature of the present economic climate, I am requesting an extension at this time, in consideration of the lack of sales. Similar requests have been granted multiple times by the Village Board and I am requesting same in advance of expiration, as I do not wish to allow this to expire. Please advise.

Thanks very much,
Ray Whalen

Dell Deals: Treat yourself to a sweet deal on popular laptops!



CERTIFICATION

I, Andrea Draths, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is the true original copy of Ordinance No. 5797, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the Regular Meeting of said Board held on the 28 day of Sept. 2009, and that the same was signed and approved by the President of said Village on the 28 day of Sept. 2009.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 28 day of December 2009.

Andrea Draths
Village Clerk

CORPORATE SEAL

Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Extending the Expiration Date
of Ordinance No. 5513 which was Previously Extended
by Ordinance Nos. 5652 and 5797 and which Granted a Variation
from the Lot Width Requirements
For Property at 254 Glenwood Avenue
Glen Ellyn, IL 60137**

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

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

Ordinance No. _____

**An Ordinance Extending the Expiration Date
of Ordinance No. 5513 which was Previously Extended
by Ordinance Nos. 5652 and 5797 and which Granted a Variation
from the Lot Width Requirements
For Property at 254 Glenwood Avenue
Glen Ellyn, IL 60137**

Whereas, Ray Whalen, owner of the property at 254 Glenwood Avenue, Glen Ellyn, Illinois,
which is legally described as follows:

The North half of Lot 4 in Block 2 of J. W. Turner's Addition to Glen Ellyn, being a Subdivision in Section 14, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded March 14, 1910, as document No. 99833, in DuPage County, Illinois.

P.I.N.: 05-14-121-019

requested a lot width variation for the construction of a new home on a lot with a width of 48.45 feet in lieu of the minimum required lot width of 66 feet and appeared before the Zoning Board of Appeals on September 26, 2006; and

Whereas, the Village President and Board of Trustees of the Village of Glen Ellyn passed Ordinance No. 5513 on October 23, 2006, which granted a variation from the lot width requirements of the Zoning Code for the property at 254 Glenwood Avenue; and

Whereas, the Village President and Board of Trustees of the Village of Glen Ellyn passed Ordinance No. 5652 on February 11, 2008, which granted an extension from the expiration date until October 23, 2009 and Ordinance No. 5797 on September 28, 2009, which granted an extension from the expiration date until April 23, 2011 for the property at 254 Glenwood Avenue; and

Whereas, Section One in Ordinance No. 5797 indicates that a building permit to begin construction must be applied for by April 23, 2011; and

Whereas, Section Two in Ordinance No. 5797 indicates that in the event a permit is not submitted for construction within this time frame, then the Village Board, without the requirement for a Public Hearing, may, by motion, grant an additional time extension; and

Whereas, Ray Whalen has requested an extension to the expiration date of April 23, 2011, as outlined in the email dated February 24, 2011, which is attached hereto as "Exhibit A"; and

Whereas, the Village President and Board of Trustees have considered said request and have determined that good cause has been shown to grant an extension until October 23, 2012, and that it is in the best interest of the Village of Glen Ellyn that this extension be granted.

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: A building permit to begin construction in reliance on these variations must be applied for by October 23, 2012, and construction must thereafter be continuously and vigorously pursued.

Section Two: In the event a permit is not submitted for the construction as approved within the prescribed extended time frame, then the Village Board, without the requirement for a public hearing, may, by motion, grant an additional time extension.

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

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

Ayes:

Nays:

Absent:

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

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

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

Interoffice Memorandum

A-9

to: Jeff Perrigo, Interim Public Works Director

from: Bob Minix, Professional Engineer *Bob Minix*

subject: Sunset / Turner Improvements Project – Construction Stage
Recommendations for Contractor and Engineering Service Agreement Awards

date: March 22, 2011

As a follow-up to my previous memorandum, I am pleased to present the results from the March 17, 2011 bid opening and to make recommendations for Village Board approval of a contract award to R. W. Dunteman Company as well as a services agreement with Civiltech Engineering, Inc. for oversight during construction.

CONSTRUCTION CONTRACT AWARD

Bids were received on March 17, 2011 for the project to improve 4,500 ft. of roadways on sections of Sunset (Fairview to Turner), Turner (Newton to Regent and Sunset to Forest) and Glenwood (Turner to Hill). Included with the project will be new water main and services; new sanitary sewer and services; new and replacement storm sewers; and asphalt roadway reconstruction.

Ten contractors submitted bids with R. W. Dunteman of Addison, IL, submitting the low bid of just under \$2,240,000. The following table summarizes the bid results received last Thursday.

Contractor	Total Bid (as Read)	Total Bid (Corrected)
R.W. Dunteman Company	\$2,239,575	\$2,239,575
C A Cement Construction Inc	\$2,273,365	\$2,273,765
Geneva Construction Co.	\$2,345,492	\$2,345,492
Schroeder Asphalt Services, Inc.	\$2,345,994	\$2,345,994
John Neri Construction Company	\$2,375,846	\$2,375,846
A Lamp Concrete Contractors	\$2,460,945	\$2,460,945
Martam Construction, Inc.	\$2,590,740	\$2,590,740
Glenbrook Excavating and Concrete, Inc.	\$2,657,347	\$2,689,577
H. Linden & Sons	\$2,774,577	\$2,744,737
Swallow Construction Corporation	\$2,799,000	\$2,799,000
Engineer ' s Estimate (Kudrna)	\$3,130,000	

Only minor errors in the bid amounts from C A Cement, Glenbrook Excavating and Linden & Sons were uncovered during the bid tabulation process and the order of the bidding was not impacted. The complete bid tabulation is available for examination if desired.

All bidders were below the Engineer's estimate, with the low bid nearly 30% under. The bids were in a fairly tight range, with the second low bid less than 2% above the winning bid.

The Village has worked with R. W. Dunteman on numerous occasions in the recent past, with the 2010 Riford Road project their most recent assignment as general contractor. Dunteman is very experienced and capable of performing the project as designed and specified.

A construction contract award to R. W. Dunteman, with project funding (including a 5% contingency for roadway/storm sewer/general items and 10% contingency for water and sanitary sewer work) in the amount of \$2,400,000 is recommended. The distribution and FY12 account numbers are shown in the accompanying table. The Project Number for the Sunset/Turner Project is 00902.

Sunset / Turner Improvements Project Recommended Funding for Construction (including Contingency) R. W. Dunteman Company			
Project Item	Funding Source (FY12)	Account No.	Amount
Water Main	Water Fund	50100-580100-00902	\$450,000
Sanitary Sewer	Sanitary Sewer Fund	50200-580100-00902	\$425,000
Street & Storm Sewer	Capital Projects Fund Street Program	40000-580160-00902	\$1,525,000
		TOTAL	\$2,400,000

Project activities will be getting underway in April with completion of the work slated for early September 2011.

ENGINEERING SERVICES DURING CONSTRUCTION

The Village continues to benefit from the demonstrated capabilities of Civiltech Engineering and once again is recommending the firm for the required construction oversight services for the Sunset / Turner Improvements Project. The firm is very familiar with the project area having provided oversight services for the 2006 Prospect / Turner and Sunset / Manor Woods projects that abut this project. In addition the Engineering Division has assumed extra Public Works administration duties due to current vacancies and wants to put an experienced team in the field; Civiltech has no learning curve for Glen Ellyn projects and is in position to handle any and all aspects of the assignment. Civiltech remains committed to the Village and continues to extend competitive pricing and discounts to us, as lately evidenced by the 2010 Riford Road project that considered proposals from five firms for the Phase III (construction) engineering work.

Mr. Dave Bugaj will continue to provide the primary leadership role for Civiltech for the 2011 projects as Lead Resident Engineer and will direct other staff from Civiltech to achieve full-time oversight of the work. The firm in general, and Mr. Bugaj, in particular, continue to perform at a high

level on our projects, in now their eighth construction season with the Village of Glen Ellyn. Brent Giesen will assist Dave during this project as Assistant Resident Engineer. Mr. Giesen served as resident engineer for the 2010 Riford Road project and demonstrated proficient project management and leadership skills in that assignment.

I have reviewed Civiltech’s proposal for the project. This proposed assignment is similar in scope to previous efforts by the consultant and includes on-site inspections, review of project layout, construction documentation, material testing and preparation of record drawings. The material testing required for the project will be performed by Midland Standard Engineering and Testing, Inc. as a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and other required observations.

Civiltech proposes to provide all the described services for a fee of \$281,650, of which, about \$26,000 will be spent on material testing. For the purposes of this proposal (and consistent with recent projects), the firm is using an overhead rate of 132%, below their IDOT approved rate of 156%. The overall multiplier used is 2.65. The firm estimates that the below-IDOT overhead rate translates into a savings of over \$25,000 to the Village.

The estimated personnel time required to provide the proposed construction services is 2,920 hours and is based on the firm’s assessment of the level of effort required during the specified timeframe of construction. The firm foresees the use of multiple crews by the contractor on many project items, anticipating the need for 50 hour work weeks for the key position of Assistant RE. I concur with this analysis and recommend approval of the Civiltech proposal.

With a 5% contingency, the recommended funding level for the engineering service agreement is \$300,000 with the distribution and FY12 account numbers as shown in the following table:

Sunset / Turner Improvements Project			
Recommended Funding for Engineering Services During Construction			
Civiltech Engineering			
Funding Source (FY12)	Account No.	Percent of Project	Engineering Fee Amount
Water Fund	50100-580100-00902	~18%	\$55,000
Sanitary Sewer Fund	50200-580100-00902	~17%	\$50,000
Capital Projects	40000-580160-00902	~65%	\$195,000
TOTAL			\$300,000

enc. Excerpts from Civiltech Proposal

cc: Terry Burghard, Interim Village Manager
 Jeff Perrigo, Interim Public Works Director
 Kristen Schrader, Assistant to the Village Manager - Administration
 Patti Underhill, Administrative Services Coordinator

March 15, 2011

Mr. Robert J. Minix, P.E.
Professional Engineer
Village of Glen Ellyn
30 South Lambert
Glen Ellyn, IL 60137

Re: **Sunset / Turner Improvements
Construction Engineering Services
Proposal / Agreement**

Dear Mr. Minix:

We are pleased to submit our Proposal/Agreement to furnish professional services in connection with the construction engineering of the Sunset / Turner Improvements Project. Based on our understanding of the contract plans, the following is our proposed scope of work, project team, estimate of man-hours, and fee:

I. PROJECT OUTLINE

A. Scope of Improvement

The project is expected to start by early April 2010, and be completed by September 2, 2011, per the construction contract. As stated in the Special Provisions of the contract, this project is based on an expedited schedule. You will note on the anticipated contractor's schedule included in Attachment D that many controlling items had to be shown as overlapped. The expedited schedule can only be accomplished using multiple contractor crews. This improvement consists of the removal and replacement of the bituminous pavement with grade improvements, curb and gutter, storm sewer, sanitary sewer with services, watermain, driveways, sidewalks, structure adjustments, pavement patching, and landscape restoration on Sunset, Turner, and Glenwood Avenues. There are Maintenance of Traffic requirements to keep the intersections of Sunset at Greenfield and at Fairview open to traffic during construction with limited closures when the proposed detours are put in place. The plans were prepared by Kudrna & Associates, LTD., and the project will be let on March 17th.

B. Scope of Engineering Services

The primary objective of the engineering services is to provide resident inspection including project coordination, construction layout verification, quality control, material testing, and documentation.

Following is our proposed scope of work for construction engineering services:

- 1). Provide geometric control including verification of the contractor's construction staking and layout.
- 2). Provide quality control of the construction through full-time inspection, interpretation, and enforcement of the contract documents, Standards and Specifications, IDOT Construction Manual, and policies. The Resident Engineer will be certified in IDOT Documentation.
- 3). Measure, compute, and document pay item quantities.
- 4). Maintain a daily record of the contractor's activities throughout construction, including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work through field books and a diary.
- 5). Prepare and submit all partial and final pay estimates, change orders, records, documentation, and reports in the required form and number of copies.
- 6). Assist in utility coordination during construction.
- 7). Provide for proportioning and testing of concrete and bituminous mixtures in accordance with the appropriate manual as issued by the Bureau of Materials and Physical Research of IDOT. The material testing subconsultant will perform the off-site plant inspections and on-site bituminous density testing. All other on-site material testing will be performed by the Resident Engineer.
- 8). Revise contract drawings to reflect as-built conditions.
- 9). The Resident Engineer will serve as the Village's liaison with the residents and will attempt to resolve all issues in the field.
- 10). Conduct weekly progress meetings between the Village, Contractor, and Engineer. The Resident Engineer will provide agendas and meeting minutes for all attending parties. A weekly progress report will be provided to the Village at the progress meeting.

C. Project Staff Qualifications

We propose to assign **Mr. James D. Ewers, P.E.** to serve as Project / Quality Manager for this project. Mr. Ewers has been with Civiltech for over six years as our Construction Services Department Head, and he was the Project Manager for the Park and Lambert Resurfacing, Riford Road Reconstruction, and the Bryant / Thain's Addition Improvement Projects last year in Glen Ellyn. Prior to joining Civiltech, he worked at IDOT in the Bureau of Construction for fifteen (15) years. During his tenure at IDOT, he rose from assistant engineer to resident engineer to project manager for hundreds of projects. Those projects ranged from downtown streetscapings to major interstate rehabilitations.

We propose to assign **Mr. David M. Bugaj** to serve as Resident Engineer for this project. Mr. Bugaj has over twenty years experience in various areas of construction inspection, material inspection, and project coordination. He has been employed with Civiltech Engineering for over eleven years where his assignments have included inspection on the Newton Avenue, Anthony Avenue and Cottage Street Infrastructure Improvement Project, the Hillside Basin Improvement Project, the Wingate Basin Improvement Project, the SACROW Improvements, Prospect Avenue, Sunset Avenue, Lambert Farms Utility Improvements, the East Panfish Basin Improvements, Duane, 2007 Street Improvements, the Montclair Parking Lot, Parkside-Summerdale, 2008 Street Improvements, the Park Boulevard Reconstruction, Braeside Improvements, the 2009 Street Improvements, and most recently the Park and Lambert Resurfacing, the Riford Road Reconstruction, and the Bryant / Thain's Addition Improvement Projects. He has proven his ability to coordinate with residents and business owners affected by a major construction project.

Mr. Brent E. Glesen, P.E. will serve as Assistant Resident Engineer for this improvement. Mr. Giesen has been with Civiltech for nearly ten years. He currently is completing his duties as Resident Engineer on the \$2.4 million Riford Road Reconstruction Project for the Village of Glen Ellyn. Mr. Giesen has overcome unforeseen challenges on his latest project such sewer system changes and redesigns. He has the ability to coordinate and envision what needs to happen to bring all the variables together and make things work. His greatest acquired experience is his expert survey skills. He is capable of easily verifying layout in the field, and providing new grades if revisions are needed. Mr. Giesen has performed extensive work with the type of underground installation required on a project of this complexity. He has proven experience in situations involving residents and businesses affected by an improvement of this nature. His full time presence on the job site will provide for easy access to him and prompt answers to questions regarding construction operations and scheduling.

For the purpose of establishing the manhours needed and facilitating the expedited construction schedule, we have included hours for an intern to support the resident and assistant resident engineer with inspection, documentation, and coordination. There are great efficiencies that the Village of Glen Ellyn will realize since the resident engineer will be splitting his time between this and other nearby projects.

Ms. Denise C. Rolando will be responsible for providing construction layout verification. The resident engineer will be responsible to coordinate the layout verification efforts efficiently. The survey crew will be utilized on a part time, "as needed" basis. Civiltech also has additional survey staff who may be called upon to assist Ms. Rolando in order to ensure that construction layout verification does not delay the contractor's progress.

D. Proposed Subconsultants

Civiltech will provide all work for this contract with its own forces with the exception of material testing. We have provided for material testing services to ensure the quality of p. c. concrete and bituminous concrete. These services will be subcontracted to **Midland Standard Engineering & Testing, Inc.**, a firm specializing in material testing. Civiltech will provide coordination with the testing firm to ensure the proper notification is given for testing needs, review all material reports, and include them into the project records.

E. Insurance Coverages

Civiltech Engineering maintains General Liability insurance with an aggregate coverage amount of \$5,000,000 (\$3,000,000 each occurrence), Automobile Liability insurance with a single limit coverage amount of \$3,000,000 as well as Worker's Compensation Insurance. We also maintain Professional Liability Insurance with an aggregate amount of \$2,000,000.

II. COMPENSATION

A. Man hour and Direct Cost Estimate

A schedule indicating our anticipated manhours is attached. You will note that we believe the contractor will typically be working 40 to 50 hours per week with multiple crews to achieve project completion. When creating the anticipated contractor's schedule and to achieve project completion by September 2, 2011, we increased the production rates and showed many of the controlling items simultaneously starting. As stated above, the contractor will need multiple crews on critical items to accomplish this schedule.

We anticipate providing full time inspection throughout the duration of the project. Because our staff is working on nearby projects, we were able to provide full inspection with fewer hours. This adjustment is shown on the attached schedule with reduced hours for the resident engineer. The resident engineer will be able to split his time between projects and still achieve our complete project scope providing the excellent Construction Engineering Services the Village has come to expect from Civiltech. A project of this size will also require a summer intern to cover the many simultaneous contractor operations. Project Manager hours are estimated to be about two hours every other week, which will include attendance at progress meetings, assistance in plan interpretation, correspondence, and project coordination.

Direct costs include the cost of a vehicle, which will be billed at the rate of \$40.00 per day, printing and photography expenses, and material testing performed by our subconsultant.

B. Engineering Fee

We propose to perform the work on the basis of a "not to exceed fee" of \$281,650.00. Our approved IDOT overhead rate for fiscal year ending December 31, 2009 is 155.73%. Using this approved IDOT overhead rate and the IDOT profit formula ($14.5\% \times 2.5573 \times \text{direct labor}$) results in an overall billing factor of 2.9281. Civiltech is holding its overall billing factor to a flat 2.65 x direct labor for the Village of Glen Ellyn. This results in a savings to the Village of over \$25,500. Direct costs such as printing, vehicle expenses (\$40.00/day), and subconsultant costs will be billed at their actual cost.

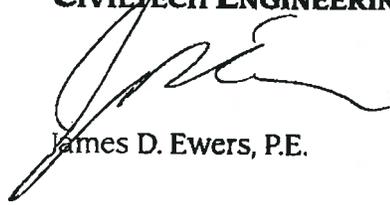
Compensation for our work will be based upon **actual labor dollars expended times a factor of 2.65** to cover actual payroll, overhead and indirect costs, payroll burden and fringe benefit costs, and profit.

Attachment E includes the details of our Cost Estimate of Consultant Services and supporting documents.

If this proposal is acceptable, please execute below and return one copy to us. In the meantime, we will make ourselves available to discuss any questions with you. We thank you for the opportunity to submit this proposal, and look forward to working with you to make the Sunset / Turner Improvements a great success.

Very truly yours,

CIVILTECH ENGINEERING, INC.



James D. Ewers, P.E.

Accepted By: _____
Title: _____
Date: _____



Cost Estimate of Consultant Services

SUNSET/TURNER IMPROVEMENTS

* Held to previous years rate (Below firm's approved rates on file with IDOT's Bureau of Accounting and Auditing):
 * Firm's approved Over Head rate on file with IDOT is 155.73 %. Holding to 132.00% for Glen Elynn.
 ** Labor x 0.145 x 2.3200 = Fixed Fee
 Complexity factor (R=0.00)

ITEM	Employee Classification	Estimated Manhours by Task				Total Number of Manhours	Percent of Total	DOLLARS (\$) (Labor x 1.32)					TOTAL
		Design	Layout	Inspection	Management & Administration			Payroll Costs	Payroll, Burden & Overhead Expenses*	Fixed Fees**	SubTOTAL	TOTAL	
Construction Engineering:	Res. Engr.	32	12	392	260	696	23.84%	43.50	30,276	39,964	9,891	80,231	
	Asst. RE Engr. (Inspector)	32	24	940	414	1,410	48.29%	32.65	46,037	60,769	15,192	121,998	
	Tech (Intern)					0	0.00%	27.25	-	-	-	-	
	Surveyor		32	404	174	610	20.89%	14.00	8,540	11,273	2,818	22,631	
	Survey Technician		164		12	178	6.03%	32.65	5,748	7,585	1,896	15,227	
	Proj. Mngr.	14				14	0.00%	14.00	-	-	-	-	
						28	0.96%	63.00	1,764	2,328	562	4,674	
												SUBTOTAL	
												\$ 244,761	
												\$ 10,400	
												\$ 25,984	
												\$ 225	
												\$ 300	
TOTALS		78	252	1730	860	2,920	100.00%		\$ 92,353	\$ 121,919	\$ 30,479	\$ 281,650	

- Direct Expenses:
- 1.) Vehicle Expense
 - 2.) Material Testing (Midland Standard Engineering & Testing, Inc.)
 - 3.) Estimated printing expense for Record Drawings
 - 4.) Estimated photography expense