



VILLAGE OF GLEN ELLYN

Annexation Application Packet

*Planning & Development Department
535 Duane Street – Glen Ellyn, IL 60137 – Telephone 630.547.5250 – Fax 630.547.5370*

ANNEXATION PROCEDURE OUTLINE
Village of Glen Ellyn
Planning and Development Department
Updated: September 27, 2004

The process of annexing to the Village of Glen Ellyn is based on State and Village codes and ordinances. The list below contains the typical steps necessary to annex property to the Village of Glen Ellyn. However, please note that each annexation and property is unique and therefore, the process may vary.

1. The property owner is provided a copy of the annexation informational packet. A meeting should be scheduled with the Director of Planning and Development to review Village procedures and obtain answers to any questions.
2. The owner delivers the six required submittals listed on the annexation application (attached) to the Director of Planning and Development. The petition for annexation must be notarized. This document can be notarized at the Civic Center for no charge.
3. An annexation agreement, although not required for annexation to the Village, is common for most annexations. Village staff will prepare a draft annexation agreement for the property owner's review. The details may vary based on each individual property.
4. Once the annexation agreement is in final form and has been signed and notarized by the property owner, staff will request the preparation of the plat of annexation by a licensed surveyor.
5. If additional actions are necessary in conjunction with the annexation agreement request (e.g.; rezoning, subdivision, special use, planned unit development, etc...), additional public meetings and/or public hearings before other boards and commissions may be necessary. Staff will explain the procedures associated with each individual request.
6. Upon annexation, the property must be rezoned to a Village of Glen Ellyn zoning classification. There are two possible processes for a rezoning:
 - a. Single-family properties may be automatically zoned in accordance with Section 10-3-3 of the Zoning Code, which permits the Director of Planning and Development to designate the appropriate single-family zoning classification of either ER, R0, R1, or R-2. The appropriate zoning classification is one that would cause the majority of the zoning lot to be conforming with the regulations of a zoning district. This zoning designation will be explained within the body of the annexation agreement and no further action is necessary.
 - b. If the petitioner requests a zoning designation other than single family residential, if the project is a minor or major subdivision (see Section 201.55e of the Subdivision Regulations), or if a stormwater or other variation is required, then a public hearing before the Plan Commission for the rezoning will be required prior to Village Board review.
7. Under certain circumstances, special service areas, right-of-way vacations, and recapture agreements may be authorized by the Village Board in conjunction with the annexation request. If a recapture agreement is involved, Village staff will conduct a public meeting with property owners who may be subject to the costs in the future.

8. The Village Board discusses the potential annexation, annexation agreement, rezoning, and any other requests in conjunction with the proposal at a Village Board meeting.
9. A public notice announcing the Public Hearing before the Village Board for the annexation agreement is published in the newspaper, mailed to all property owners within 250 feet of the subject property and to other governmental entities as required by State Statute. A public hearing is not required if an annexation agreement is not requested by the petitioner.
10. The Village Board conducts a public hearing for the annexation agreement, and considers the requested approval of the annexation agreement, annexation, rezoning, and any other related issues.
11. If these items are approved, Village staff will record the annexation agreement ordinance, the annexation ordinance, the plat of annexation, and any other related ordinances at the DuPage County Recorder's Office.
12. The owner may then request any necessary building permits, utility connection permits, or site development permits from the Building and Zoning Division of the Planning and Development Department.
13. A letter is sent from the Village Clerk notifying interested parties of the annexation and change of address and a letter of welcome is sent to the owner from the Village Manager.
14. The above list is general in nature. Each annexation request is unique with respect to the review and approval process and the required application materials. The petitioner is encouraged to review the following documents:
 - a. Annexation Application (attached)
 - b. Petition for Annexation (attached)
 - c. The Benefits of Residing in Glen Ellyn (attached)
 - d. Costs After Annexation (attached)
 - e. Reimbursement of Fees Agreement (attached)

If you have questions, please contact Staci Hulseberg, Director of Planning and Development, 630-547-5250.

ANNEXATION APPLICATION
Village of Glen Ellyn
Planning and Development Department
September 27, 2004

Contact Information:

<u>Property Owner</u>	<u>Attorney, Surveyor, Engineer, etc.</u>
Name _____	Name _____
Address _____	Address _____
_____	_____
Phone _____	Phone _____
E-mail _____	E-mail _____

Property to be Annexed:

Address _____	PIN(s)	_____
_____		_____
_____		_____

Required Submittals:

1. Annexation Application
2. Notarized Annexation Petition (attached)
3. Letter explaining the reasons for the requested annexation and any other pertinent information related to the annexation request
4. Plat of Survey
5. Proof of Ownership
6. Annexation Application fee and escrow account deposit (see below). The escrow account is established to cover the Village's out-of-pocket costs to process the annexation request including, but not limited to, attorney fees, public notice costs, public hearing minutes/transcripts, engineering fees, County recordation, and preparation of the plat of annexation.

<i>Fee and Deposit to be paid by the property owner:</i>	<i>Cost</i>
Annexation Application Fee	_____
Single-family home \$250	
All others \$1,000 per acre	
 Escrow Account Deposit	 _____
Single-family home \$1,000	
All others to be determined by Director	

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

The Benefits of Residing in Glen Ellyn, Illinois
Village of Glen Ellyn, Planning & Development Department

The benefits to property owners who reside within the corporate limits of the Village of Glen Ellyn are listed below. Some benefits only apply to the residents who use them.

1. Lake Michigan water is the Village's sole source of water. The Village has established extensive storage and pumping capabilities for this high quality water source and is expending considerable dollars to improve water storage, distribution, and fire fighting systems. The Village has installed additional fire hydrants in residential areas and has maintained the ability to use its water wells for emergency purposes. These measures have lowered some homeowners' costs for fire insurance and reduced the risks of potential fire losses. This naturally soft water source also can eliminate the need for water softeners. Residents pay a 33% less than non-residents for Village water.
2. Following connection to the Village's water system, property owners are permitted to retain a private well for watering yards and plants. The well water system must be completely separated from the Village's water system and the owner must provide an annual plumbing inspection report to the Village for the well. Please contact the Planning and Development Department for permit information.
3. Glen Ellyn offers a complete and dependable sanitary sewer system with treatment provided by the Glenbard Wastewater Authority. When homes are connected to a public sanitary sewer, the possibility of soil contamination is greatly reduced. Residents pay 5% less than non-residents for Village sewer services.
4. The Village provides a competitively priced system of refuse collection and recycling. The collection service is available curbside and for an additional payment, refuse can be picked up at the rear door of a residence. The recycling program benefits the environment while helping residents lower their refuse collection fees. Refuse is collected on Mondays by Republic Services and is billed monthly along with water and sewer on one convenient Village Services Bill.
5. The Village's Police Department provides professionally trained police officers, public service officers, and detectives that are familiar with your neighborhood. The Police Department is centrally-located in the Village to provide uniformity in service and is open 24 hours each day. Average response time to emergency calls is less than four minutes Village-wide.
6. The Village Public Works Department maintains all Village streets and rights-of-way except for certain county, state, and private roads. The Department's services include water and sewer installation and maintenance, snow removal, street maintenance and repairs, public sign replacements, and parkway tree planting and maintenance. This Department also oversees the construction of roads and sidewalks and in cooperation with Commonwealth Edison it maintains most streetlights. The Village continues to invest in infrastructure through a Capital Improvement Plan (CIP) annually to ensure Village assets meet the public standards.
7. Residents of Glen Ellyn have unlimited access to the Glen Ellyn Public Library without the payment of additional fees. Located in the downtown area, the Library has an inventory of over 200,000 books, periodicals, eBooks, and downloadable movies, music and magazines. It also

offers computers and internet access for public use. The Library offers many programs for children and adults including Story Times, book discussions, a summer reading program for adults and children, and a wide selection of special presentations. Glen Ellyn residents are entitled to participate in the election of Glen Ellyn Library Trustees.

8. Residents of the Village may use the Village Links Golf Course at a discounted rate and are given priority over non-residents in the assignment of all tee times.
9. Residents have the opportunity to get on a list for long-term commuter parking spaces in the Village's downtown parking lots which are currently not available for use by non-residents.
10. Municipal facilities, including the Civic Center (Administration, Planning & Development, Police Departments) and the Reno Center (Public Works), are conveniently located to serve you (obtain building permits, pay water bills, purchase garbage stickers and vehicle stickers, etc...).
11. Village residents are given priority in the reservation of the meeting rooms and the gymnasium at the Civic Center in downtown Glen Ellyn. (A fee may be charged.)
12. Residents of Glen Ellyn are entitled to participate in the election of Village officials. Local elected officials all live in the Village and are familiar with community issues.
13. Residents are eligible, and are encouraged, to volunteer for service on Glen Ellyn Boards and Commissions. The 100+ citizen volunteers on our 11 boards and commissions perform many important tasks for the Village.
14. The Village publishes a quarterly newsletter which is mailed to all residents. A weekly e-mail blast is sent to all interested residents. These publications help citizens stay informed about Village activities and projects.
15. Village officials and employees place a high value on service to the community and its residents. They are available to help solve problems, answer questions and provide assistance.
16. Glen Ellyn residents receive police service from the Village and fire service from the Glen Ellyn Volunteer Fire Company. Glen Ellyn residents west of I-355 do not pay separate property taxes to the township police or fire protection district. Unincorporated property owners who currently pay property taxes to these entities will no longer pay them upon annexation. The Glen Ellyn Volunteer Fire Company does not have a property tax, but does have a fire service fee that is collected on the Village Services Bill to assist in paying for day to day operation and equipment costs.

COSTS AFTER ANNEXATION

Village of Glen Ellyn, Illinois

Updated: November 1, 2016

The costs, fees, and taxes listed below are estimated for an “average” family of four living in a typical single family home in Glen Ellyn.

1. The Village municipal and library share of the 2015 property tax (paid in 2016) is approximately 11%. Property tax rates for the Village and Library for 2015 are .5451 and .3492 per \$100 of assessed value respectively. Property taxes paid to the Village and Library in 2016 (2015 taxes) for a home with a market value of \$500,000 are approximately **\$125** per month or **\$1491** per year.
2. A utility tax is charged on natural gas, electricity, and telecommunications services. Natural gas consumption is taxed at a rate of \$0.02 cents per therm used. Electricity usage is taxed at a rate of \$0.00552 cents for the first 2,000-kilowatt hours used each month. Telecommunications services are taxed at a rate of 3% of gross monthly charges. Annual charges vary with the use of these utilities. The taxes are paid as a part of each monthly utility bill. The total typical tax is approximately **\$110** per year.
3. There is no water bill unless the home is connected to the Village water system. The cost varies with the gallons used. A typical family of four would use 8,000 gallons per month:
 - a. **Outside** the Village would be approximately **\$117** per month or **\$1,405** per year, or
 - b. **Inside** the Village would be approximately **\$78** per month or **\$936** per year.
4. There is no sanitary sewer bill unless the home is connected to the Village sanitary sewer system. The cost varies with water consumption. Based on an average monthly water consumption of 8,000 gallons:
 - a. **Outside** the Village would be approximately **\$60** per month or **\$720** per year, or
 - b. **Inside** the Village would be approximately **\$56** per month or **\$683** per year.
5. The typical garbage, brush, and recycling collection fee is approximately **\$20** monthly or **\$240** annually (35 gallon container), for weekly curbside service. This fee also includes monthly brush/tree limb pick-up from May through October. Stickers for yard waste or garbage are **\$2.20** per 30-gallon bag.
6. Village vehicle sticker:
 - a. Age 65 or older: **\$8** per year for the first vehicle, **\$25** per year for additional vehicles;
 - b. Up to age 65 (before May 1st): **\$25** per year per vehicle; and
 - c. If the vehicle is leased, license from Village or another municipality affixed to vehicle.
7. Dog license - **\$5** per dog, per year plus proof of inoculation.

REIMBURSEMENT OF FEES AGREEMENT

Village of Glen Ellyn Acct: # _____
Initial Deposit Amount: _____

I. DESCRIPTION OF PROJECT: _____

II. OWNER:

- A. Owner of Property: _____
- B. Owner's Address: _____
- C. Owner's Home Phone Number: _____ Fax: _____
- D. Owner's Work Phone Number: _____
- E. Owner's E-mail: _____
- F. If Owner is a Land Trust or Corporation, the attached disclosures of interest should be filled out.

III. PERSON MAKING REQUEST (Petitioner):

- A. Name of Petitioner: _____
- B. Petitioner's Address: _____
- C. Petitioner's Home Phone Number: _____
- D. Petitioner's Work Number: _____
- E. Petitioner's E-mail: _____

IV. LOCATION OF PROPERTY:

- A. General Location of Property: _____
- B. Acreage of Parcel: _____
- C. Permanent Index Number(s): _____
- D. Legal Description (Please attach)

V. REIMBURSEMENT OF FEES:

The Ordinances of the Village require the owners of property, or individuals seeking to utilize property, to receive approval by ordinance or the issuance of a permit to undertake various uses or improvements of property in the Village. These uses can include requests for textual or map changes in the Zoning Ordinance, applications for building permits, requests for zoning relief and other similar requests. The Village has established a fee schedule for the anticipated use of staff time in processing such petitions or applications. In many cases, however the Village cannot reasonably evaluate the validity or compliance of the petition or application with the Ordinances of the Village without the use of reports from various consultants. In some cases, the application or petition requires among other things, public hearings and associated public notice costs, preparation of minutes or transcripts from the public hearing or meeting, recording costs of Ordinances and the preparation of reports by consultants whose services require the payment of out-of-pocket expenses by the Village. These expenses would not have been incurred but for the petition or application. The Village does not intend to seek to make a profit on its utilization of such consultants, but requires that the applicant, or the person receiving benefit, shall be obligated to reimburse the out-of-pocket expenses incurred by the Village. The Village shall seek to employ consultants who shall charge rates consistent with those paid by private parties who seek similar consulting services. The Village intends, through this Agreement, to cause the payment of out-of-pocket expenses and to require the creation of an escrow fund to guarantee that the petition or application will not result in the citizens of the Village being required to pay for costs incurred at the request of the owner or applicant.

This document shall constitute a contract when an application is made for a license, permit, request for zoning relief or other approval involving the use of real property. Should the Village, in its sole and exclusive discretion, determine that it is necessary or desirable for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, court reporters, traffic, drainage or other consultants, including full and/or part time site inspection services during the actual construction of any required improvements, and/or to incur costs related to any required notices or recordations, in connection with any application or petition filed by the petitioner then the petitioner and owner shall be jointly and severally liable for the payment of such professional fees and costs, as shall actually be incurred by the Village. The Planning and Development Director is hereby authorized to assign the above described services to the Village staff or to consultants, as the Director deems appropriate and without prior notification to the petitioner.

Any application or petition to be reviewed by the Planning and Development Department or by the Plan Commission or Architectural Review Commission shall require the petitioner to establish an escrow account with the Village in an amount determined by the Planning and Development Director to reimburse the Village for all out of pocket costs associated with the request. These out of pocket costs will cover such things as services provided by the Village's consulting engineer, consulting attorney, consulting planner, traffic consultant, wetland consultant, landscape consultant, architectural consultant, appraiser and transcriber, among others, as well as reproduction costs, public hearing notice costs, recording costs, etc. Along with the application the petitioner shall also submit a signed copy of this agreement thereby acknowledging and agreeing to reimburse the Village for all out of pocket costs associated with the application or petition.

This agreement shall be accompanied by an initial deposit in an amount to be determined by the Director of Planning and Development but shall be no less than \$500. The Village will provide an itemized list of Village expenses incurred related to any charge to the escrow account, and the petitioner shall deposit funds to reimburse the Village for those expenses upon notice from the Village that the deposit has dropped below \$300. If the expenses are not reimbursed, then reviews meetings and permits associated with out of pocket costs will cease, and the request will not be moved forward through the review process. At the completion of the review process, and development of the project, if appropriate, any remaining balance from the deposit will be returned to the petitioner, without interest, after all expenses have been paid.

The Village shall deduct the incurred expenditures and costs from the funds deposited. If the remaining deposit balance falls below \$300.00, the petitioner, upon notice by the Village, shall be required to replenish the deposit to its initial amount. The Village shall mail the petitioner regular invoices for the fees and costs incurred. The petitioner shall replenish the deposit amount within thirty (30) days of issuance of each such invoice directing replenishment of the deposit.

A petitioner who withdraws his or her petition may apply in writing to the Planning and Development Director for a refund of his or her remaining escrow balance. The Planning and Development Director may, at his or her discretion, approve such refund less any actual fees and costs, which the Village has already paid or incurred relative to the application.

Upon the failure of the petitioner or owner to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on the application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, reviews of any plans or applications, the granting of any relief or approvals, issuance of any permits or occupancies, performance of inspections and the execution or recording of

any documents, until all such outstanding fees are paid in full and/or the initial deposit is restored to its full amount. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, apply any or all of the initial deposit to the outstanding balance due.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

Any remaining balance of any funds deposited pursuant to this Agreement shall be refunded at such time as the completion of Village deliberation on the petition or application, recordation of all necessary documents associated with the petition or application, issuance of a building permit, approval of a final inspection, or issuance of a final certificate of occupancy upon the real property in question whichever occurs later.

BY SIGNING BELOW, THE PETITIONER AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS AND EACH OF THEM FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT HE/SHE/IT POSSESSES FULL AUTHORITY TO SO SIGN.

THE PETITIONER AND OWNER AGREE THAT PETITIONER AND OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF GLEN ELLYN, AND THE OBLIGATIONS FOR PAYMENT RELATING TO THE FILING OF PETITION OR APPLICATION, AS SET FORTH HEREIN.

Petitioner

Village of Glen Ellyn

Owner

By: _____
Planning and Development Director

Date: _____

Date: _____