



Agenda
Village of Glen Ellyn
Regular Workshop Meeting
Tuesday, January 22, 2019
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

Village Board Workshop Procedures Statement

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

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Audience Participation

1. Open:

Members of the public are welcome to speak to any item not specifically listed on tonight's agenda for up to (3) three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to step to a microphone and state their name, their topic and the group, if any, they are representing prior to addressing the Village Board. Individuals wishing to address the Board shall exercise proper decorum and respect for the proceedings and the business of the Village Board, and shall refrain from abusive demeanor and language. The practice of ceding time to other speakers shall be prohibited, except in the discretion of the presiding officer of the meeting. Public officials are not obligated to respond to questions.

E. Apex 400 Development (Planning and Development Director Springer) (Discussion Only)

1. Planning and Development Director Springer will lead a discussion regarding the Apex 400 mixed use development, the Plan Commission public hearing on the proposal, recommended conditions of approval, financial incentives and the Redevelopment Agreement.

F. Other Items

G. Adjournment



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

Meeting: 01/22/19 07:00 PM
Department: Planning & Development
Department Head: Staci Springer
Category: Discussion Item
Prepared By: Kelly Purvis

SCHEDULED

AGENDA ITEM (ID # 3778)

DOC ID: 3778

Planning and Development Director Springer will lead a discussion regarding the Apex 400 mixed use development, the Plan Commission public hearing on the proposal, recommended conditions of approval, financial incentives and the Redevelopment Agreement.

Background:

GSP Development appeared before the Plan Commission in May 2018, for a pre-application meeting regarding a proposed five-story, mixed-use development at the northwest corner of Main Street and Hillside Avenue on the former Giesche shoe site and the Village owned parking lot at 418-424 N. Main Street. At the time, the development included 107 luxury apartment units, 5,500 sf of first floor commercial space and a two-story parking garage. The Plan Commission provided positive feedback regarding the proposal but suggested that the residential amenities proposed on the first floor be relocated to make additional space for first floor commercial uses along Main Street. The developers complied with this request and the first floor commercial square footage has been increased to 8,844 sf.

Following the pre-application meeting, Village staff met with Village Trustees and the former and current Historic Preservation Chairmen regarding the project, providing a brief overview and seeking feedback to be shared with the developer. Staff received direction regarding the appearance of the building, the apartment unit mix, desired parking stall widths in the public parking garage, and general comments on how to improve the project which was shared with the developer.

The developers submitted their formal application for review on July 20, 2018. Above and beyond what is normally required for a PUD submittal, staff requested a sun study showing the difference in sun light surrounding the site if a 45 foot building were constructed (which is permitted by right) versus a 65 foot building (proposed). We also asked for a market study justifying the unit mix for the development. We requested height exhibits showing the height of the proposed building compared to other downtown Glen Ellyn buildings and photos of other buildings of a similar scale in other suburban communities. We asked for the developer to supply a survey of other suburban downtown transit-oriented-development parking ratios to justify the requested residential parking ratio of 1.3 stalls per unit.

Over several months, staff asked for many changes to the project including: alterations to the parking garage, additional architectural detailing on the building and site modifications creating a more pedestrian friendly environment and safer traffic flow. For a complete list of changes to the project, please see the attached summary. Village staff also prepared the attached FAQ's based on some common questions we have received over the past months. These were distributed to the Plan Commissioners and the public that attended the public hearing on January 7, 2019. A copy of the FAQ's are attached for your information.

Plan Commission Conditions:

On January 7, 2019 the Plan Commission held a public hearing to consider the developers' proposal for a Special Use for a Planned Unit Development with deviations. The meeting was well attended with over 200 members of the public present. Following the Staff and Developer's presentations, members of the public spoke both in favor and against the project. Those who were against the development commented on the size of the building and that it did not fit the character of the downtown. Many in favor suggested that the downtown needs revitalization, this type of housing is needed in the Village and many communities surrounding Glen Ellyn are experiencing development, while Glen Ellyn is not. The draft minutes from the January 7, 2019 Plan Commission meeting have been attached for the Village Board's information.

Upon conclusion of their deliberations on the project, the Plan Commission voted and recommended approval of the proposed Preliminary Planned Unit Development by voice vote of 9 "yes" and 0 "no" votes. Staff suggested, and the Plan Commission recommended, a number of conditions be placed upon the project if approved. A list of the recommended conditions follows along with a brief explanation for each condition.

- 1. That should the developer be able to acquire three feet of the alley located north of Lot 5, that PUD Alternate Plan B shall be substituted for the approved Plan A.**

Village staff are working with property owners to the north westerly portion of the site to acquire 3 feet of the 16 foot alley abutting the "Glenwood Lot" (Lot 5) portion of the Village's parking lot. Since negotiations are not finalized, the developers have included two possible site plans - one including the 3 feet of alley (Option B) and one excluding the 3 feet of alley (Option A). The additional space would allow the developer to construct a wider drive aisle on the portion of the parking garage that extends to Glenwood Avenue. With the extra 3 feet, the aisle will just fall short of the 25 foot Code requirement (24'-7 ³/₄"), and would still require a deviation, but would allow additional parking spaces to be added to the first floor public parking lot (2 spaces) and the second floor residential parking lot (5 spaces). The Village commonly approves a 24-foot drive aisle width under the administrative authority of the Planning and Development Director.

- 2. That the developer install a sign at the access points from the development onto Hillside Avenue indicating "No Right Turn Monday through Thursday from 7:45 to 8:30 am or Friday from 8:30 to 9:15 am." The location and exact wording of the signage will be subject to the approval of Village Staff.**

The traffic report conducted by KLOA, Inc., and reviewed by the Village's traffic consultants showed that the peak hour of morning traffic surrounding the development coincides with the morning drop-off time at St. Petronille's School. Village staff and the developers have met with St. Petronille members on several occasions and have been working with the church and school to mitigate potential impacts the development could have on St. Petronille. Placing turning limitations on those exiting the site during morning drop-off will ensure traffic resulting from the development will not impact the school during the peak morning hour.

3. **That the developer install a sign at the access point from the development onto Glenwood Avenue indicating "No Left Turn Monday through Thursday from 7:45 - 8:30 am and Friday from 8:30 to 9:15 am." The location and exact wording of the signage will be subject to the approval of Village Staff.**

See explanation for condition #2 above.

4. **That the developer convert the traffic flow on Hillside Avenue between Main Street and Glenwood Avenue to two-way traffic including any necessary signage, pavement markings, and geometric changes to the roadway as directed by the Village Engineer.**

As indicated above, the peak morning traffic around the site coincides with St. Petronille's school drop-off. By turning Hillside Avenue into a two-way street from Glenwood Avenue to Main Street, cars will be able to exit the Apex 400 site and drive easterly to Main Street avoiding the traffic generated by St. Petronille School. Converting this portion of Hillside Avenue to two-way traffic would also allow cars dropping kids off at school to exit onto a roadway to head east to Main Street creating better traffic flow from the school as well. This traffic flow is safer than directing vehicles through a parking lot to Main Street.

5. **That the Village will pursue the installation of a stop sign for westbound traffic at the Hillside Avenue/Glenwood Avenue intersection, subject to conformance with engineering standards, manuals, and traffic warrants as determined by the Village Engineer and Police Chief.**

St. Petronille members have expressed a desire that a stop sign be installed at the corner of Hillside Avenue and Glenwood Avenue to slow traffic heading westbound on Hillside Avenue. Village staff have agreed that they would support the installation of a stop sign or some other traffic calming device if analysis of the intersection shows that a stop sign is not warranted. It would make the most sense to conduct this analysis after construction of Apex 400 begins.

6. **The final streetscape and public improvements for the project will match the streetscape design to be selected by the Village Board in 2019.**

The Village Board will be reviewing and approving streetscape elements for the downtown sometime in 2019. Typically, staff would require developers to provide public improvements as outlined in the Downtown Streetscape Plan. Since elements of the streetscape will likely differ from what is in the Plan, staff feels it is important that whatever is selected for the downtown public improvement project would also be incorporated into this project.

- 7. Prior to returning for final approval of the Planned Unit Development, the landscape plan shall be revised to show street trees with a minimum diameter of 4 - 6 inches.**

As stated above, the Village will be undergoing a streetscape improvement project within the next couple of years. One element of the project will include the removal and replanting of trees that are beyond their lifecycle. Staff will be recommending trees with a larger diameter and varied species types. Therefore, staff would suggest that the diameter of trees planted as part of the Apex 400 project be a minimum of 4-6 inches (instead of the standard 2 inch diameter trees shown on their landscape plan) to match trees that will be planted in the downtown in the future.

- 8. Prior to returning for review of the Final Planned Unit Development, the site plan shall be revised to show the bike rack moved from Hillside Avenue to a more appropriate location that will not interfere with site ingress/egress.**

The site plan shows a bike rack between the residential parking garage entrance and the public parking garage entrance on Hillside Avenue. Staff feels that the bike rack should be relocated to a location that would be less likely to cause interference with traffic entering and leaving the site.

- 9. Prior to returning for approval of the Final Planned Unit Development, the second floor plan shall be revised to show all parking stalls numbered and assigned by unit.**

The proposed parking lot design does not provide maneuvering space for cars to turn around if all stalls within a row are full. For this reason staff is suggesting that the stalls be numbered and assigned by unit. Each resident would be guaranteed their spot eliminating the possibility of pulling into a full row.

- 10. Prior to issuance of a building permit, the petitioners shall pay the Village \$169,219.00 to be dispersed to the Glen Ellyn Park District, School District 41, School District 87, Fire Company and the Glen Ellyn Library.**

It is customary that the Village require developer donations or impact fees as part of a PUD or subdivision, for taxing bodies that might be affected by an increase in residents such as the Library District, School Districts, Park District and Fire Company.

TIF Assessment, Proforma, and Redevelopment Agreement:

TIF Assessment

Tax Increment Financing (TIF) is a tool local governments utilize to assist in stimulating investment in areas which have difficulty attracting development or redevelopment or jumpstarting economically sluggish parts of the community. With this tool, local governments can make improvements to areas in need and provide incentives to attract businesses or help existing businesses expand without tapping into general funds.

With a TIF district, local governments can make needed infrastructure improvements, such as roads, sewers, street lights, parking, etc. and provide incentives to attract businesses without raising additional property taxes. New businesses mean more jobs, more customers, and, in turn, more

private investment. The jobs and additional investment - private and public - equate to additional revenue for the community. As a result, the TIF area itself improves and property values go up. Without TIF benefits, many times a deteriorating area will not improve.

For these reasons, the Village Board approved the Central Business District (CBD) TIF in 2012 and this district is set to expire in 2035. Prior to the TIF, property values in the downtown have begun to decrease. The Village Board approved the creation of the TIF as a proactive step to ensure that it continues to be appealing to shop, eat and own a business in the central business district. The Downtown Strategic Plan provides some ideas of how to remedy these issues, but these ideas require a source of funding. In addition, a TIF demonstrates to the development community that the Village is serious about moving forward with the Downtown Plan and committed to reinvesting in the downtown. The proposed TIF would provide a source of funding for many of the public infrastructure projects recommended in the Downtown Plan and could offer funds used to provide incentives to developers to spur development. But for the TIF, many of the projects in the Downtown Plan could not happen and the long term benefit from increased property values would not be realized.

Tax Increment Financing is the most powerful economic development tool available to local governments and is widely used nationally and in almost 400 municipalities around the State of Illinois. Tax Increment Financing offers local governments a way to revitalize their communities by improving and/or expanding their tax base. By redeveloping blighted properties in our commercial areas and attracting stable commercial growth, the Village can continue to strengthen the business community, which is a key to Glen Ellyn's overall success. Depending on the actual increase in property values over time and the rate and number of redevelopment projects ultimately constructed, it is anticipated that a TIF District could generate between \$16.5 and \$34.5 million over its lifetime. However, no large-scale project has been approved in the TIF since inception. If this project is approved, it would still be two years of construction, plus a year of paying property taxes in arrears to see any TIF increment; projected to be 2022.

Proforma

The Village's consultant, Kane McKenna, has vetted the developer's proforma and believes the estimated return on costs of 6.71% is reasonable given that market return on cost benchmarks are 7% or near 7%. Kane McKenna's report is attached. The Developer is expected to invest \$39M on this project and is seeking \$800K total over five years in TIF incentives. The mixed-used development is projected to generate \$7.853M in property tax revenue increment over the life of the TIF (through 2035). Therefore, the TIF request represents approximately 10% of the overall increment estimated for this project.

In addition, the project would grow the overall EAV, stimulate other development in the area, and benefit all taxing districts once the TIF expires. Lastly, the increment generated could provide a significant benefit to offset some of the costs of major capital projects planned in the downtown over the next five years including the Streetscape, Civic Center Parking Garage, and Train Station projects.

Secondly, the Village and the Developer have agreed to partner on the parking component of this project. The Village has agreed to sell the Main Street Parking lot, valued at \$1.845M and the Developer has agreed to construct new public parking, no less than 137 spaces, and then sell the property back to the Village for \$10. This would equate to 11 additional parking spaces in the Main Street Lot. The new spaces will be covered parking instead of open to the elements. It should be noted that the Village will receive additional square footage of parking area, although we are selling “air rights” to enable the developer to build this project. Also by improving the lot, the Village will defer resurfacing and reconstruction of the Main Street lot, which realizes savings to the Village.

The Village and the Developer have been negotiating a Redevelopment Agreement over the last few months. The critical business terms of the redevelopment agreement (attached) include:

- Village has agreed to sell the Main Street Parking lot, value of \$1.845M, to Developer for \$10.00 for the duration of the construction project.
- Developer to construct not less than 137 covered, concrete parking spaces at a cost of \$3.143M and then sell the public parking lot back to Village for \$10.00.
- Subject to the issuance of a temporary certificate of occupancy, at least a portion of the public parking area should be made available to the Village for public use by December 31, 2019.
- Developer will commence construction by July 31, 2019.
- Developer to pay donations to the other Taxing Districts up to \$180K.
- Developer will utilize an open book approach to be verified for TIF Incentives.
- TIF Incentive of no more than \$160K per year for 5 years totaling \$800K. (10% of total increment)
- Developer assumes responsibility for TIF payments for any net new students as agreed to and required by State Law.

Next Steps:

The Preliminary Planned Unit Development Plan is scheduled for Village Board consideration at the January 28th Village Board meeting. If approved, the developer would then need to submit Final PUD Plans for Plan Commission and Village Board consideration. The developer would be permitted to submit building permit plans concurrent with their Final PUD approval request.

Attachments:

- ☐ Summary of changes to the development
- ☐ Draft Minutes from the January 7, 2019 Plan Commission Meeting
- ☐ Site Plan A
- ☐ Site Plan B
- ☐ Kane McKenna Report of Apex 400 dated January 16, 2019
- ☐ Draft Redevelopment Agreement dated January 18, 2019
- ☐ FAQs for Apex 400 Development

Agenda Item (ID # 3778)

Meeting of January 22, 2019

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PUD, CONS, EA\VB Workshop 1.22.19\VB Memo - Workshop 1-22-19 - Final.doc

ATTACHMENTS:

- Summary of Changes to the Development (PDF)
- Draft Minutes from the January 7, 2019 Plan Commission Meeting (PDF)
- Site Plan Option A (PDF)
- Site Plan Option B (PDF)
- Kane McKenna Report of Apex 400 dated January 16, 2019 (PDF)
- Redevelopment Agreement Apex 400 -- 1 18 19 4844-5928-7686 (PDF)
- FAQs for Apex 400 Development (PDF)

***Summary of changes requested by staff for the Apex 400 development:
(In all cases, the developer has agreed to these requests, except as noted)***

***Prepared by Planning & Development Department
January 16, 2019***

General Site:

1. Staff requested a pedestrian walkway through the first floor parking lot from St. Petronille's parking lot to Main Street.
2. The developers moved all residential amenities from the first floor to the third floor and increased commercial square footage from 5,500 sf to 8,844 sf as requested by the Plan Commission at the pre-application meeting.
3. Staff requested the public trees be planted at 40 foot on center rather than every 25 feet to give the tree canopies sufficient room for growth as required by Code and Public Works.
4. Staff requested spandrel glass be used on the first floor garage windows on Hillside Avenue instead of open, metal grates.
5. Staff requested a mid-block crossing that would align with the pedestrian walkway and existing mid-block crossing.
6. Staff asked that all compact spaces, which are not permitted by Code, be removed from both levels of the parking garage plans.
7. Staff requested that none of the public parking spaces on the first floor be smaller than 9 feet in width.
8. Staff asked that Hillside Avenue be converted to two-way traffic from Glenwood Avenue to Main Street to improve circulation around the development and minimize potential impacts with St. Petronille School. A stop sign is being considered at the corner of Glenwood and Hillside Avenue subject to meeting required warrants.
9. Staff suggested adding a condition requiring signage to restrict turning movements exiting on Hillside and Glenwood Avenues during morning school drop-off.
10. Staff requested an 18 foot vehicle stacking space between the residential overhead garage door and the sidewalk to prevent cars from overhanging into the public right-of-way when waiting to enter the garage for residential parking.
11. Staff requested flashing beacons to warn pedestrians of exiting vehicles at all garage exits.
12. Staff requested that an "Option B" site plan be created (in case additional alley property can be acquired).
13. Staff requested sun studies to show a comparison of shading on Main Street due to a 45 ft. versus 65 ft. building.
14. Staff requested height exhibits be provided as part of the submittal packet.
15. Staff requested parking ratio information from transit oriented developments in other communities.
16. Staff requested the developers replace all public parking on-site and provide parking for the residential units as well.

Appearance of the building:

17. Staff asked for premium materials to be used in the construction of the project, including brick and stone.
18. Staff recommended that architecture of the building reflect certain aspects of downtown buildings (example, design of building at northwest corner of Main Street and Crescent Boulevard and storefront appearance of northeast corner of Hillside Avenue and Main Street) as suggested by the former and current HPC Chairmen.
19. Staff requested a large cornice be added to the building and carried all the way around the entire building as suggested by the former and current HPC Chairmen.
20. Staff requested additional architectural detailing on the building including the stone accents.

21. Staff requested that the all metal siding be removed from the design.
22. Staff requested the metal awnings be removed and replaced with cloth to blend more effectively with other downtown storefronts.
23. Staff requested that some architectural variation be provided on the west elevation so that the back of the building would look more like the front. Metal panels were removed and replaced with brick and an additional panel of fiber cement was added to the rear façade.
24. Staff requested that balconies be incorporated into the building, rather than projecting. The developer accommodated this request on the south elevation of the building and made the balcony support columns more substantial on the east elevation (facing Main Street) so they appear more recessed into the structure.
25. Staff requested that all lighting proposed on the exterior of the building be dark sky compliant.
26. Staff requested that all additional street lights match the existing design of the streetlights downtown.
27. Staff asked the developer to remove all visible vents from the façade of the building. The developers were able to hide the vents behind pillars/patios on Main Street and Hillside Avenue. Vents on the back of the building will be painted to match surrounding materials so they are less visible, but could not be hidden from view completely.
28. Staff asked the developers to have all signage meet Code so that no sign variations would be required as part of the approval process.

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DRAFT MINUTES
SPECIAL PLAN COMMISSION MEETING
JANUARY 7, 2019

Call to Order

The special meeting of the Plan Commission was called to order by Chairperson Mary Loch at 7:00 p.m. Plan Commissioners Angela Fanella, Lloyd Barry, Phillip Hartweg, Tracy Heming-Littwin, John Mulherin, David Rodemann, Mohammed Saeed and Jamie Vondruska were present. Also present were Village Director of Planning and Development Staci Springer, Village Planner John Sterrett, Village Planner Kelly Purvis, Assistant Village Manager Bill Holmer, Police Chief Phil Norton, Attorney Greg Jones, Professional Engineer Daubert, Economic Development Coordinator Hannah, Village Traffic Consultant Tom Adomshick, Village Trustee Craig Pryde, Village Clerk/Fire Administrator John Chereskin and Recording Secretary Debbie Solomon.

Public Comment

No general comments on non-agenda items were made by the public at this Plan Commission meeting.

Approval of November 8, 2018 Plan Commission Minutes

Commissioner Mulherin moved, seconded by Commissioner Vondruska, to approve the minutes of the November 8, 2018 Plan Commission minutes. The motion carried unanimously by voice vote.

Chairperson Loch explained the procedures and role of the Plan Commission. Chairperson Loch presented opening remarks about the public hearing for 400 and 418-424 N. Main Street.

Public Hearing –

On the agenda was a public hearing regarding 400 and 418-424 N. Main Street, Apex 400, Planned Unit Development

PUBLIC HEARING – 400 & 418-424 N. MAIN STREET, APEX 400, PLANNED UNIT DEVELOPMENT
PUBLIC HEARING WITH DISCUSSION, CONSIDERATION, AND RECOMMENDATION REGARDING A PROPOSAL FOR A PLANNED UNIT DEVELOPMENT FEATURING 107 LUXURY APARTMENT UNITS WITH 8,844 SQUARE FEET OF FIRST FLOOR COMMERCIAL SPACE, TO BE CALLED APEX 400.

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Commissioner Mulherin moved, seconded by Commissioner Heming-Littwin, to open the public hearing at 7:10 p.m. The motion carried unanimously by voice vote.

Staff Introduction

Sworn in were Planning and Development Director Springer, Village Planner Purvis, Village Planner Sterrett, Professional Engineer Daubert and Village Traffic Consultant Tom Adomshick from Benes and Associates.

Village Planner Purvis showed an overview map of the property in question and stated the petitioners are Larry Debb and John Kosich of GSP Development and 400 Main LLC, owners of the former Giesche Shoe Property at 400 N. Main Street. Village Planner Purvis stated the subject properties are located at the northwest corner of Main Street and Hillside Avenue, and the total site is comprised of 1.55 acres and includes a lot extending to Glenwood Avenue. Village Planner Purvis stated a majority of the property is zoned C5A Central Business District, , and the parcel extending to Glenwood Avenue currently being used for permit parking is zoned C5B Central Business District. Village Planner Purvis stated the permit parking lot would continue to be used for parking as a two-story covered parking garage is proposed for this part of the site.

Village Planner Purvis stated GSP Development has submitted a formal application for the Planned Unit Development (PUD) of the Village-owned Main Street parking lot and the Giesche Shoe property with a new mixed use building featuring 107 luxury apartment units, 8,844 square feet of first floor commercial space and two floors of parking. Village Planner Purvis stated in order to proceed with the project as proposed the petitioners will need approval of the following:

1. A Special Use Permit for a Planned Unit Development in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code.
2. The following deviations from the Zoning Code:
 - a. Section 10-4-17-1(E) to permit a building height up to 65 feet at the top of the parapet in lieu of 45 feet; and
 - b. Section 10-5-8(I) to allow:
 - i. Parking spaces 18 feet in length in lieu of 19 feet; and
 - ii. Parking spaces 8.5 feet wide in lieu of 9.5 feet wide in certain locations where the aisle width is at least 24 feet wide; and

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- iii. An aisle width of 21'-7 3/4" on a portion of the site and 24 feet on other parts of the site in lieu of 25 feet; and
 - c. Section 10-7-9(D) to allow 100% of the site to be covered in lieu of 65%; and
 - d. Section 10-5-9(B) to allow an off street loading space 40 feet in length in lieu of 50 feet; and
 - e. Section 10-5-13(M)2 to allow the parking garage lights to emit up to 6.2 foot candles at the public entrance to the garage on Hillside Avenue, 7.14 foot candles at the public garage entrance along Main Street, and 7.3 foot candles at the residential parking garage entrance along Hillside Avenue in lieu of 3 foot candles at the lot line; and
 - f. Any other deviations necessary to construct the development as depicted on the plans presented and available for public review.
3. The Exterior Appearance of the building (reviewed by staff, with Village Board approval).
4. The consolidation of the lots (reviewed and approved by staff).

Village Planner Purvis stated discussions related to the sale or conveyance of the Village-owned parking lot will be considered by the Village Board.

Village Planner Purvis stated notice of the Public Hearing was published in the December 20, 2018 edition of the Daily Herald and mailed to property owners within 350 feet of the subject property, and a placard was placed on the property.

Village Planner Purvis showed the original rendering of the proposed building and stated Village staff has worked with the petitioners to remove some of the contemporary elements that were originally proposed for the building. Planner Purvis showed a photograph of a building on the northwest corner of Main Street and Crescent Boulevard that was recommended by the Historic Preservation Commission Chairmen as an example of appropriate architecture for the site and stated that many elements of the proposed building were inspired by this building, showing a current rendering of the proposed project. Village Planner Purvis stated the proposed building does meet the criteria for the Village's Exterior Appearance Review Guidelines.

Village Planner Purvis provided a general overview of the project and stated the proposed first floor commercial space does meet today's commercial expectations. Planner Purvis reviewed the proposed sidewalk bumpout for additional landscaping and lighting, the shared amenity areas, the bike racks and the proposed walkway on the first floor that would go through the

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first floor of the parking garage and exit on to St. Petronille's parking lot, providing pedestrian connectivity in the downtown core.

Village Planner Purvis stated the Village staff has been working with the property owners at the north-westerly portion of the site to acquire 3 feet of the 16 foot alley abutting the Glenwood Lot. Village Planner Purvis stated since negotiations on this are not finalized, the developers have included two possible site plans – one including the 3 feet of alley (Option B) and one excluding the 3 feet of alley (Option A). Village Planner Purvis stated staff is suggesting as a condition of approval that Site Plan B be substituted without an amendment to the PUD should Village staff be able to formalize an agreement with adjoining property owners for the additional 3 feet of alley.

Village Planner Purvis stated since the residential and commercial parts of this project are located in the C5A Zoning District, it is not a requirement of the Zoning Code that parking be provided as part of the development; however, at the request of the Village, the developers are providing residential parking for the apartments and replacing the existing public parking stalls. Village Planner Purvis stated a two-story parking garage is proposed with 137 public spaces on the first floor and 139 private spaces on the second floor. Village Planner Purvis stated the Village's traffic engineer has indicated that the proposed parking for the development will meet the increased development site demand. Village Planner Purvis stated public parking would be accessible from Main Street, Hillside Avenue and Glenwood Avenue. The additional access (from Hillside Avenue) to the public parking garage will allow another option for entering and exiting the site, providing better overall traffic flow. Village Planner Purvis stated flashing warning beacons will be installed at each garage entrance to warn pedestrians of exiting vehicles. Village Planner Purvis stated there are currently 122 public parking spaces on the property including 80 in the Main Street parking lot and 42 in the Glenwood permit lot, and there are also 4 on-street public spaces on Main Street. Village Planner Purvis stated a total of 137 public parking spaces are proposed for a net gain of 11 public parking spaces on the site. Planner Purvis also noted that the Village does not anticipate relocating permit parking into this lot once it is completed, opening up an additional 57 spaces for public use.

Village Planner Purvis stated in order to provide the abovementioned parking spaces, the petitioners are requesting deviations from the Village's off-street parking regulations for smaller parking aisle widths, parking stall lengths and parking stall widths. Planner Purvis showed a highlighted site plan of the areas requiring deviations. Village Planner Purvis stated the Village's traffic consultant and engineers are comfortable with the proposed dimensions. Village Planner Purvis stated as part of the project, the Village's parking lot will be reconstructed at the developers' cost but will be owned by the Village upon completion of the project.

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Village Planner Purvis stated a total of 139 residential parking stalls are proposed on the second floor of the structure resulting in a parking ratio of 1.29 spaces per unit. Village Planner Purvis stated residential parking would be accessible from Hillside Avenue only and would require key entry through a garage door. Village Planner Purvis stated a stacking space of 18 feet is proposed between the garage door and the public right-of-way to allow resident vehicles to wait for the garage door to lift without obstructing traffic on Hillside Avenue. Village Planner Purvis stated the second floor parking configuration does not provide space for cars to turn around if all stalls are occupied, and for this reason, staff would recommend that as a condition of approval, parking stalls in the residential part of the garage be numbered and assigned by unit.

Village Planner Purvis stated it is likely that one loading space will be required to serve the commercial establishments on the first floor. Village Planner Purvis stated the proposed loading space is 16 feet wide by 40 feet long and requires a deviation from the off-street loading requirements of 12 feet in width by at least 50 feet in length. Village Planner Purvis stated due to the location of the loading space, staff does not see this presenting an issue.

Village Planner Purvis stated staff has no concerns with 100% of the site being covered in lieu of the 65% allowed by code for a PUD and showed a map of the downtown where the majority of the buildings are constructed to the lot lines of each parcel.

Planner Purvis reviewed the deviations that would be needed for the illumination at the parking garage exits on Hillside Avenue and Main Street, noting that footcandles would not exceed 3 beyond any of the sidewalks surrounding the site.

Village Planner Purvis stated the project will require approval of a height deviation as part of the proposed Planned Unit Development. Village Planner Purvis stated a total building height of 45 feet and 4-stories is permitted on the properties. Village Planner Purvis stated the Zoning Code requires building height to be measured from the average existing grade. Village Planner Purvis stated the site slopes upward from north to south approximately 6-1/2 feet, and the proposed height for the majority of the building is approximately 58 feet measured from the average grade. Village Planner Purvis stated the corner tower element, on the high side of the site measures at approximately 65 feet. Village Planner Purvis stated since the Zoning Code requires height to be measured to the tallest point of the structure, the height deviation request would be for 20 feet from the average grade to the top of the parapet on the north side (high side) of the site.

Village Planner Purvis stated height exhibits have been included in the petitioners' packet which compare heights of additional adjacent buildings in the general location of the development.

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Village Planner Purvis stated the developers have also provided an exhibit showing several apartment developments on the periphery of the downtown core that are 5-7 stories tall.

Village Planner Purvis stated the Comprehensive Plan suggests that the Village should consider a range of factors when determining the height of new downtown buildings including: the height of nearby existing buildings, the pedestrian scale and orientation of downtown, the proximity of new buildings to residential neighborhoods, topography, the economics of downtown development, and sight lines in relation to prominent visual landmarks and historic features.

Village Planner Purvis stated the Village Board has shown interest considering the increase of building heights allowed in the downtown so the Village Board has requested that the Village's consultant for the Comprehensive Plan evaluate this issue and make a recommendation on height limits in the downtown by early 2019.

Village Planner Purvis stated the traffic counts conducted by KLOA, Inc., on Wednesday, August 29, 2018 indicate that the peak hours for traffic in the general vicinity of the subject site occur between the hours of 7:15 am to 8:15 am and from 5:00 pm to 6:00 pm. Village Planner Purvis stated the weekday morning peak traffic coincides with the drop-off activity of St. Petronille School. Village Planner Purvis stated as indicated on the site plan, a portion of Hillside Avenue from Main Street to Glenwood Avenue is proposed to be converted to a two-way street, allowing residents of the building to exit the site easterly to Main Street to minimize the development's impact on school activities, especially during peak times. Village Planner Purvis stated the traffic study conducted by KLOA and the review of the project by the Village's traffic engineer both indicate that the traffic generated by the development will be low with 38 cars entering the site and 31 cars leaving the site as a result of the development during the busiest traffic hour from 5-6 pm.

Village Planner Purvis reviewed staff's suggested conditions to be considered by the Plan Commission including the petitioners paying all developer donations prior to the issuance of the building permit, the final streetscape and public improvements match the streetscape design selected by the Village Board in 2019, relocating the bike racks and numbering and assigning the 2nd floor parking stalls to each tenant unit.

Questions from the Plan Commission

Commissioner Heming-Littwin asked that the parking being installed for the residents is not a requirement of the zoning in C5A. Village Planner Purvis stated that is correct as in C5A, any new development does not need to provide parking for residential or commercial.

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Commissioner Fanella asked if the Village will maintain the 1st floor parking garage. Village Planner Purvis stated the Village will own this 1st floor parking garage, but may not necessarily maintain it. Planner Purvis stated this is part of the negotiation in the redevelopment agreement. Commissioner Fanella asked about maintenance of the 2nd floor residential parking. Village Planner Purvis stated this would be maintained by the developer. Commissioner Fanella asked about the architectural details that bring the building to 65 feet. Village Planner Purvis stated that the Village requested the cornice as an architectural element.

Petitioner's Presentation

Sworn in were Larry Debb, Developer with GSP Development at 1111 Touhy Avenue in Des Plaines, Illinois, Mike Breclaw with Fitzgerald Architects at 912 W. Lake Street in Chicago, Illinois, Luay Aboona, Principal and Traffic Consultant with KLOA, Inc. at 9575 W. Higgins Road in Rosemont, Illinois and Mike McCallum, President of McCallum Associates at 1520 N. Milwaukee Avenue in Libertyville, Illinois.

Mr. Debb stated when they look at an area, they ask themselves if this area has a need for a development such as this and is it something the municipality wants. Mr. Debb stated they reviewed Glen Ellyn's Comprehensive Plan and Downtown Strategic Plan, and they hope they will be creating what the Village wants.

Mr. Debb stated the building will have public and private parking as well as luxury rental units and retail space. Mr. Debb stated the parking garages will create an additional 15 parking spaces in the Village which is a win for the community. Mr. Debb stated the taxing bodies in the Village will receive over \$400,000 with this development, and they are required to do developer donations as well. Mr. Debb stated with the project, they will be paying the Village approximately \$500,000 in building fees and permit costs.

Mr. Debb stated the retail spaces will have high ceilings as this is what retailers are asking for now. Mr. Debb stated the 107 apartment units will be mostly 1-bedroom, studios or convertibles as they can combine for a 3-bedroom apartment if the market is there for this. Mr. Debb stated the make-up of tenants is projected to be 50% of young singles, 25% of middle age and 25% young married couples. Mr. Debb stated with this development, there could be 1 school-aged child for every 30 units so the impact on the local schools would be not great.

Mr. Debb showed a rendering of the proposed building and thanked the Village staff, the Plan Commission, St. Petronille's Church and the retail neighbors for providing great ideas that were

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incorporated into this project. Mr. Debb stated the cornice would be approximately 6 ½ feet and goes all the way around the building. Mr. Debb stated the building will have a Chicago look with full brick, and the brick colors are similar to the brick on St. Petronille. Mr. Debb stated there will be some texture on some brick for a varied look. Mr. Debb stated the light-colored stone would be used for the cornice, the medallions and the top and bottom of the window sills. Mr. Debb stated the windows will have black frames and clear glass. Mr. Debb stated they want the building to have a residential feel so you cannot tell there are parking garages in the middle of it. Mr. Debb stated they feel this building will be a great addition to downtown Glen Ellyn.

Mr. Debb stated for the traffic piece, 40% of the residents would be driving with 10% of the residents working from home and 30% of the residents taking the train. Mr. Debb stated the traffic impact on St. Petronille's School will be minimal.

Mr. Debb stated the building's height would not block any single-family residence. Mr. Debb stated there was a sun shadowing study done which showed there would be approximately 35 minutes more of shadowing than a 45-foot tall building. Mr. Debb stated there are only approximately 82 days a year where the sun would cast a shadow in this part of the Country. Mr. Debb stated there are very tall trees on Main Street that already create shadowing as well.

Mr. Debb stated the safety of the students at St. Petronille's School is a priority. Mr. Debb stated the construction time on this building will be approximately 18 months. Mr. Debb stated the parking structure will be pre-cast, and the construction will start on the west side of the property and move to the east. Mr. Debb stated the crane would not be used when children are going to or leaving from school. Mr. Debb stated all deliveries will come in off Main Street.

Questions from the Plan Commission

Commissioner Mulherin asked how the developer will handle the general disruption of the commercial district during construction. Mr. Debb stated there will be disruption of some sort, but all deliveries will be made off Main Street and all equipment kept directly on the site. Mr. Debb stated there will be a fence around the site during construction to keep everything on this site.

Commissioner Saeed asked if there would be affordable housing with this development. Mr. Debb stated they have not looked at affordable housing with this complex as it will be high-end housing.

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Commissioner Rodemann asked how high the ceilings will be in the retail portion as he wants to ensure there is enough height for the retail environment. Mr. Breclaw stated the ceilings will be 14 feet of clear height from the underside of the structure. Mr. Breclaw stated as the site slopes up to the south, they have taken out the 2nd floor apartment on the south part of the building so these ceilings would be 18 feet. Mr. Debb stated the apartments will have 9 foot ceilings.

Commissioner Rodemann asked about the cornice. Mr. Breclaw stated this cornice is only for aesthetics and is not screening anything. Mr. Breclaw stated the Village staff and St. Petronille's suggested the band around the building. Mr. Debb stated there will be individual condensers that will be not be seen.

Commissioner Heming-Littwin asked about the wall next to the restaurant on the northwest corner of the building. Mr. Debb stated this will only be a wall to the 2nd level and not a full 5-storied wall.

Commissioner Hartweg stated he likes that the balconies and columns break up the mass of the building. Commissioner Hartweg asked about the common space being put in front of the building. Mr. Debb stated the common space is being placed on the 3rd floor in the back on the building to help insulate the sound.

Commissioner Fanella asked if any retailers have expressed interested in the commercial space. Mr. Debb stated they have had interest from restaurants and banks, and they are trying to find amenities that help their tenants and downtown Glen Ellyn.

Commissioner Barry asked if the 6-foot cornice was deemed best. Mr. Debb stated they looked at many different options for this cornice, and the 6 ½ foot version seems to work the best.

Persons in Favor of or in Opposition to the Request

Jim Murphy, who resides at 501 Forest Avenue, stated he is the President of the Glen Astor Condominium Association which is at the northeast corner of Forest Avenue and Pennsylvania Avenue. Mr. Murphy stated the parking for their condo building is at grade, below grade and behind the building. Mr. Murphy stated of the 39 condo owners, there are 69 deeded spaces which comes to approximately 1.75 spaces per unit. Mr. Murphy stated he feels the parking for the proposed building will be under-spaced. Mr. Murphy stated he would like to know what incentives are being given to the developers, and he feels their condos may become devalued due to this building.

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Matthew Jones, who resides at 463 Ridgewood, asked if there is a plan to turn the rental units into condos at any point. Mr. Jones stated he is concerned with the traffic and the safety of the school children.

Jeff Blei, who resides at 242 Forest Avenue, stated they should take a different tact with this development as the current downtown character is quaint and simple. Mr. Blei stated this building could change the entire gateway to the town, and he feels they should use some elements already in the downtown, such as Tudor architecture.

Mary Beth Nelms, who resides at 1N144 Stacy Court, stated she does not support this project in any way. Ms. Nelms stated another project could be done, and it's the Village's responsibility to the Village itself. Ms. Nelms stated parking is a major concern, and she does think the Village is ready to take responsibility for a parking garage area. Ms. Nelms stated she is concerned about the retail space as she is concerned about the people in the building with retail units on the 1st floor. Ms. Nelms stated there will be settling with this building, and the 1st floor parking garage will be a lot of responsibility. Ms. Nelms stated this will take away parking in downtown Glen Ellyn for employees who work in the downtown. Ms. Nelms stated they should seriously reconsider this project.

Robert Dieter, who resides at 612 Turner Avenue, showed a presentation of potential myths about Glen Ellyn from facts taken off the Village's website. Mr. Dieter stated the downtown's vacancy rate is low, and the Village's sales tax revenue during the recession did well. Mr. Dieter stated research shows that most millennials want historic preservation, and this project should be about the Village.

Carol White, Executive Director of the Alliance of Downtown Glen Ellyn, presented information from an email survey that was done for the 71 Alliance members. Ms. White stated 27% of those surveyed did respond. Ms. White stated when the Alliance members were asked three questions about the development: 1. The development will have an overall positive effect on Downtown Glen Ellyn; 2. The additional parking is a positive result for Downtown Glen Ellyn; An additional 8,000 sf of newly built commercial space will bring more quality businesses to Downtown Glen Ellyn and therefore, make our business community stronger. The resultant outcome of the three questions was 16 out of 19 strongly agreed, agreed or had no opinion. 15 out of 18 strongly agreed, agreed or had no opinion that greater downtown residential density will have a positive impact on all downtown businesses. She noted that there were some additional comments from business owners, which had been included in the Plan Commission packet.

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Merri Beth Kudrna, who resides at 807 Snowhill Court, stated she and her husband are ready to downsize, but they would like to stay in Glen Ellyn. Ms. Kudrna stated they are having to look at other communities as there are no luxury apartments with amenities in Glen Ellyn. Ms. Kudrna stated she supports the ideas of this building and appreciates the Plan Commission listening to public comments on this proposed building. Ms. Kudrna stated the monies going to the school district would be great, and she hopes the community can come together on this.

Donna Loftus, who resides at 296 Woodstock, stated she is Chicago born and bred and is familiar with Chicago architecture. Ms. Loftus stated this is a lovely building with a lot of amenities, but Glen Ellyn is not the proper place for this building. Ms. Loftus stated she is not sure what kind of people will be the residents of this building, and the competition downtown is already tight. Ms. Loftus stated this is a lovely building, but it is not for Glen Ellyn.

Planning and Development Director Springer stated audio was lost in the overflow rooms and asked if a break could be taken to fix this. Chairperson Loch called for a break at 8:36 p.m.

Chairperson Loch reconvened the meeting at 8:44 p.m.

Tom Manak, who resides at 586 Crescent Boulevard, stated he lives in the condos at Crescent Boulevard and Park Boulevard. Mr. Manak stated his condo building is a relatively modern building, and he supports this proposed building. Mr. Manak stated there will be a demand for amenities and businesses in the downtown with additional residents in this building. Mr. Manak stated it would be good to look at the safety of the school children, and he does support this concept.

Lisa Mojica, who resides at 598 Hill Avenue, stated she is the President of the St. Petronille's Council, and she is representing the Diocese of Joliet as well. Ms. Mojica stated there was a team of leaders from St. Petronille's Parish that studied this project, and they are concerned about the safety of the children and older parishioners as well. Ms. Mojica stated she appreciates the acknowledgement that St. Petronille's will lose an exit to Main Street so a new exit will be added on Hillside. Ms. Mojica stated she is grateful to Larry Debb and his pledge to safety, and they would like to see swing gates installed to help with the safety issue. Ms. Mojica stated St. Petronille's is committed to being a good neighbor and will support the project as long as the outstanding safety concerns are addressed. Ms. Mojica asked for a show of hands from St. Petronille that support this position, and over 20 people between all 3 rooms raised their hands.

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Tim Loftus, who resides at 296 Woodstock, showed a picture of building heights in the downtown and stated he agrees there needs to be some type of development here, but this building would put too much mass on Main Street. Mr. Loftus stated there will be a big height difference between this buildings and other buildings on Main Street. Mr. Loftus referred to the 2001 Glen Ellyn Comprehensive Plan and read excerpts regarding heights in the downtown. Mr. Loftus stated the Village spends a lot for these studies so they should not turn around and then do something else.

Ian Dawson, who resides at 869 Hillside Avenue, stated this is a majestic building, but it will be hulking too. Mr. Dawson stated the aerial pictures of the building show the sheer size of the building. Mr. Dawson stated Glen Ellyn is different, and it has character, but if this building happens, it would be like any town in America.

Jason Fues, who resides at 620 Prairie Avenue, stated he is a parishioner at St. Petronille's, and his children go to school at St. Petronille's. Mr. Fues stated he is a concerned parent as this development would guarantee an increase in cars near the students and the parishioners. Mr. Fues stated no one can say what the traffic impact will be on the school from this proposed building. Mr. Fues stated everything possible needs to be done out of this development to ensure the safety of the kids. Mr. Fues stated a review of the development should be done to ensure they have reduced all risks possible.

Marc Giovingo, who resides at 655 Hillside Avenue, asked if the traffic studies were done while the Taylor Avenue Underpass was closed. Professional Engineer Daubert stated the underpass closed as of August 15th, and the traffic study was done on August 29th. Mr. Giovingo stated businesses come and go in the community, and they need to ensure there will be an immediate financial impact from the businesses which will be a positive impact for the community as well.

John Svalenka, who resides at 415 Kenilworth Avenue, stated he supports the project. Mr. Svalenka stated there are buildings in the downtown that are similar to this building with similar height as well. Mr. Svalenka stated this would be a chance to gain parking in the downtown, and restaurants could be accommodated even with narrower sidewalks.

Steve Horvath, who resides at 473 Sunset Court, stated 73% of his taxes go to the schools. Mr. Horvath stated Wheaton and Lombard have lots of retail, but Glen Ellyn does not have the same retail dollars. Mr. Horvath stated preservation needs to meet progress as neighboring towns have all had similar developments which have had positive impacts on the community. Mr. Horvath stated there has been a large development boom in the past 5 years, and this development is needed to provide a living sector that Glen Ellyn does not currently have.

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Kelli Christiansen, who resides at 445 Turner Avenue, stated this will be a pivotal development in the Village, and this development will be adjacent to a National Historic District. Ms. Christiansen stated the 20-foot height variation would create a canyon at the gateway to the Village and would change the character of the Village. Ms. Christiansen stated there would be increased traffic which would be a safety concern. Ms. Christiansen stated the building says nothing about Glen Ellyn, and they would lose an opportunity for the development to say something about Glen Ellyn.

Kenneth Kloss, who resides at 350 Ridgewood Avenue, stated it sounds like the safety concerns will be addressed. Mr. Kloss stated the plan being offered here is common to other towns. Mr. Kloss stated Wheaton just won an award for a building that that is 3 stories tall. Mr. Kloss stated he passed out a map that proposes a land exchange with St. Petronille's. Mr. Kloss stated 4 foot wide corridors and a single bank of elevators is not a luxury building. Mr. Kloss stated this site is too small for the proposed development, and a 4-story solution would be better. Mr. Kloss asked if underground parking was looked into for this development.

Maureen Aspell, who resides at 10360 S. Central Avenue in Oak Lawn, stated she is the principal of St. Petronille's School. Ms. Aspell stated she is responsible for the safety and well-being of the students and families at St. Petronille's School, and they move 460 students a day. Ms. Aspell stated there will be many moving pieces in a short window of time. Ms. Aspell stated when the development is completed, St. Petronille's will lose an important egress. Ms. Aspell stated she is concerned about the safety of everyone, and she is looking to the Village and the developer to help St. Petronille's address any safety issues.

Sharon Wussow, who resides at 519 Western Avenue, stated she is a former Architectural Review Commissioner. Ms. Wussow stated she likes the quality materials that the developer is proposing to use as these materials will stand the test of time. Ms. Wussow stated the development's proposal fits the needs that the Village has suggested, and she does support this development somewhat. Ms. Wussow stated she would prefer a 4-story building as the proposed mass is too great. Mr. Wussow stated they do need to improve the south façade as it is devoid of any architectural elements.

Amy Murphy, who resides at 180 N. Park Boulevard, stated she has 2 children at St. Petronille's School. Ms. Murphy stated she is concerned with the exit/entrance to the building to the parking garage. Ms. Murphy stated there needs to be solid gates installed that the parish cannot afford to install. Ms. Murphy stated she is pro-development, but this building will be too big and too massive in this location. Ms. Murphy stated they need to find a different location

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for this building. Mrs. Murphy read an excerpt from the 2001 Glen Ellyn Comprehensive Plan about buildings being a minimum of 2 stories tall and a maximum of 3 stories tall. Ms. Murphy asked for a show of hands for anyone that is concerned about the building height, and over 30 hands were raised between the 3 rooms.

Bernie Botheroyd, who resides at 20 Walnut Road, stated kids leave Glen Ellyn and then they come back, and this feels like it is higher in Glen Ellyn than in other communities. Mr. Botheroyd stated people his age do not want to leave Glen Ellyn, but want housing that is on one floor and is in town which is very limited as of now. Mr. Botheroyd stated condos or apartments that are self-sufficient are a need in the Village.

James McDonnell, who resides at 871 Crescent Boulevard, stated his wife teaches at St. Petronille's, and his children attend school there as well. Mr. McDonnell stated he has built four home in Glen Ellyn, and each of these homes had to be built according to code in order to preserve the historic look of the community. Mr. McDonnell stated the zoning and height variances being requested for this building are incongruent with the Village as the taxpayers and residents have to play by the rules so the developers should too. Mr. McDonnell stated this building will be much higher than the buildings close to it, and this building will be too big and too tall. Mr. McDonnell stated the Plan Commissioners are good stewards of the Village and need to protect the integrity of the Village. Mr. McDonnell stated the development should be appropriately scaled.

Tim O'Shea, who resides at 655 Pleasant Avenue, stated he is a former Village Trustee and is for economic development. Mr. O'Shea stated this is the second time this property has come before the Plan Commission, and this building might not be perfect, but it is good. Mr. O'Shea stated the developer has put forth a good plan. Mr. O'Shea stated he loves the charm of Glen Ellyn, but the Village does need to accept. Mr. O'Shea stated the Village is losing development to other communities. Mr. O'Shea stated the Village will gain parking with this development, and he supports this development.

Eleanor Saliamonas, who resides at 626 Newton Avenue, stated she objects to the development. Ms. Saliamonas stated she agrees with the 2001 Comprehensive Plan, and a 3-story building would be attractive and inviting. Ms. Saliamonas stated she would like to see a 3-dimensional version of this development to help understand the scale. Ms. Saliamonas stated she is concerned about no affordable housing in Glen Ellyn. Ms. Saliamonas stated she is against the height variances, but does like the high-grade windows. Ms. Saliamonas asked if solar panels were considered for the building. Ms. Saliamonas stated a little more care and planning needs to go into this development as the building should be no more than 4 stories maximum.

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Charlie McCluskey, who resides at 16 Newton Avenue, stated his parents are looking to downsize, and this type of housing is lacking. Mr. McCluskey stated young educators could be looking to reside in the community in this building. Mr. McCluskey stated this is a chance to revitalize the community, and a space for parents and senior citizens to stay in Glen Ellyn would be good.

James Gizzo, who resides at 521 Bryant Avenue, stated this building would serve a necessary function and be a solution. Mr. Gizzo stated he has friends and colleagues who want to live in Glen Ellyn, and a place like this would be good. Mr. Gizzo stated he supports this project.

James Steinke, who resides at 558 Revere Road, stated Glen Ellyn has charm with its narrow streets and a feeling of community. Mr. Steinke stated this building is out of scale to the downtown and Glen Ellyn in general. Mr. Steinke stated the building should only be 3 to 4 stories. Mr. Steinke stated the exterior is better, but this could be a building in any town. Mr. Steinke stated the building should mirror more of the architecture already used in Glen Ellyn.

Yavor Goranov, who resides at 730 Euclid Avenue, stated this development is totally wrong for the community as the building is generic and out of scale and character. Mr. Goranov stated this building would be like a Trojan horse with other buildings then asking for bigger and bigger variations. Mr. Goranov stated the Village should not rush this development, and it should be done right. Mr. Goranov stated they should reject this project and go back to the drawing board. Mr. Goranov stated there is a unique opportunity on this site to create a public space or square.

Mark Senak, who resides at 306 Taylor Avenue, stated he is a current Village Trustee. Attorney Jones asked if Mr. Senak was speaking as a resident or as a Trustee. Mr. Senak stated he is speaking as a resident. Commissioner Mulherin stated he thought the Trustees would not be speaking. Commissioner Heming-Littwin stated she was in a meeting with Village President McGinley where President McGinley stated the Plan Commission can decide on this topic.

Mr. Senak stated he is not at the meeting as a Trustee and apologizes if he offends anyone. Chairperson Loch asked if Mr. Senak had participated in meetings with the developer. Mr. Senak stated he has had meetings with the developer and with residents to get information on this proposed project. Mr. Senak stated projects are vetted under the Village Code and must be compliant to the Village Code. Mr. Senak stated if the developer can comply then the Special Use permit should be granted; however, if the developer cannot satisfy the requirements then the application should be denied. Mr. Senak stated he urged the Plan Commission to find the

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appropriate Findings of Fact if the Village Code is satisfied and entitles the developer to variances.

Julie Mackey, who resides at 1812 Wakeman Court in Wheaton, stated she is in favor of the project as presented. Ms. Mackey stated this will be a modern, progressive downtown development which will help different population densities. Ms. Mackey stated this project would also help all the businesses thrive and help with taxes. Ms. Mackey stated people are afraid of change, but she thinks it will benefit the Village.

Kathy Cornell, who resides at 678 Forest Avenue, stated she likes positive change, but she does not see this development as positive change. Ms. Cornell stated this building will be too massive, too huge and too tall at the top of the hill. Ms. Cornell stated the variances are too big. Ms. Cornell stated she sees the quality in the building, and a 2 or 3 story development would be appropriate. Ms. Cornell stated this project in this location is not appropriate.

Marc Cella, who resides at 546 N. Grant Street in Hinsdale, stated he is a commercial developer and has known Larry Debb for 45 years. Mr. Cella stated he knows Mr. Debb builds great projects and the Village is lucky to have this development come forward.

Chris Wilson, who resides at 537 Phillips Avenue, stated she is active in historic preservation around the Village, and she feels this building will be too large and too high. Ms. Wilson stated millennials are attracted to the historic downtown, and they do not want to see a generic building, but want character. Ms. Wilson stated she supports the idea of a 3-dimensional model. Ms. Wilson stated the Village should not put something up that they will be sorry for in years to come.

Scott Shoub, who resides at 711 Duane Street, stated he is a business owner at 498 Hillside Avenue, and he has concerns for the safety of the children at St. Petronille's. Mr. Shoub stated he is also concerned about the traffic patterns in town, and he is not sure if the Village's infrastructure is equipped for an additional 107 units. Mr. Shoub stated he is in support of development and progress, but it needs to be the right development.

Renie Atchison, who resides at 66 Forest Avenue, stated they do not have enough variety in housing in Glen Ellyn. Ms. Atchison stated she is a realtor, and her clients need a place to go. Ms. Atchison stated her mom needs a place in town that is 1 level. Ms. Atchison stated her clients need and want condos. Ms. Atchison stated she wants development to happen, but the scale for this proposed building is too much. Ms. Atchison asked why exceptions are being given

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to commercial developments when single family homes are not getting these. Ms. Atchison stated she would prefer a 3 story development.

Chairperson Loch thanked everyone for being at the meeting and participating.

Commissioner Mulherin moved, seconded by Commissioner Heming-Littwin, to close the public hearing at 10:09 p.m. The motion carried unanimously by voice vote.

Mr. Debb asked to address a few items that came up. Mr. Debb stated he understands the height is an issue, but this is due to the parking. Mr. Debb stated the parking lot will only be unavialble for 4 months. Mr. Debb stated he thinks this building will be a plus for the existing restaurants and businesses in town. Mr. Debb stated the variances being requested were brought up by the staff. Mr. Debb stated they are not required to have the parking, but they are doing this for the benefit of the community. Mr. Debb stated safety and the children are very important to them.

Chairperson Loch stated deviations for a PUDs are very different from residential variances and it is not uncommon for commercial developments to have this number of requests.

Comments from the Plan Commission

Commissioner Heming-Littwin thanked the developer for wanting to be a part of Glen Ellyn and for the public for coming out tonight. Commissioner Heming-Littwin stated she reviewed the entire project proposal. Commissioner Heming-Littwin stated she has seen development in town that people have been against. Commissioner Heming-Littwin stated the Village is about people and not a building. Commissioner Heming-Littwin stated this property has been looked at by multiple developers. Commissioner Heming-Littwin stated Plan Commission has to weigh if a development would be good for the Village overall.

Commissioner Heming-Littwin stated she is in favor of this as it is in line with the Comprehensive Plan and the 2009 Strategic Downtown Plan. Commissioner Heming-Littwin stated the developer does not have to provide parking, but is doing this anyways. Commissioner Heming-Littwin stated the shadowing effect will be minimal. Commissioner Heming-Littwin stated this development will increase sales tax revenue. Commissioner Heming-Littwin stated she knows change is difficult, and the downtown needs to grow and change so it can continue to be a vibrant place. Commissioner Heming-Littwin stated if they do not move forward with this development, there may not have a developer interested in this property ever again. Commissioner Heming-Littwin stated she knows that the Village staff and developer will ensure the children at St. Petronille's will remain safe.

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Commissioner Hartweg stated he supports this plan and would like to see the timing and how the businesses and restaurants could be affected. Commissioner Hartweg stated the developer has done a good job on this. Commissioner Hartweg stated they will need to coordinate the timing of this construction with the Civic Center parking garage construction.

Commissioner Mulherin stated he totally supports the plan. Commissioner Mulherin stated this project will accommodate the needs of the public. Commissioner Mulherin stated people do want to see 4 stories. Commissioner Mulherin stated this property has been vacant for a long time, and the area needs revitalization. Commissioner Mulherin stated McChesney closed in 2013. Commissioner Mulherin stated this property is in the Downtown TIF District, and this project will help to spread out the tax responsibility. Commissioner Mulherin stated he would like to see more 2 bedroom units.

Commissioner Vondruska stated the big variance is the height. Commissioner Vondruska stated retail is suffering, and towns around Glen Ellyn are adapting to changes. Commissioner Vondruska stated he wants to see the charm and history preserved, but also attract people to town. Commissioner Vondruska stated the Village is more than the architecture in this town. Commissioner Vondruska stated Glen Ellyn has gotten the reputation of not being development-friendly. Commissioner Vondruska stated the height in that specific area is tough. Commissioner Vondruska stated he supports the overall project.

Commissioner Barry asked if there was an analysis done for the cost of underground parking. Mr. Debb stated there was. Village Planner Purvis stated this was looked at, and underground parking would have added approximately \$3,000,000 to the project. Village Planner Purvis stated underground parking would also have less parking spaces than are proposed currently due the ramping required to underground. Commissioner Barry stated he concurs with Commissioner Vondruska as Commissioner Barry does have some concern with the 65 feet height. Commissioner Barry stated he supports this project.

Commissioner Saeed thanked the petitioners for coming to Glen Ellyn to develop as residential such as this is a need in Glen Ellyn. Commissioner Saeed stated this building will be a wonderful and great asset. Commissioner Saeed stated he does fully support the project, but he is concerned about the height as well.

Commissioner Fanella thanked the petitioners for working with the Village and then staff for vetting this project and answering all of her questions. Commissioner Fanella stated she is in favor of this project as it will be a good fit for the Village. Commissioner Fanella stated she

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concur with Mr. O'Shea's statement that we cannot let perfect get in the way of the good. Commissioner Fanella stated she would like to see Plan B substituted for Plan A and agrees with the suggestion that the parking stalls for the residents be numbered. Commissioner Fanella stated she agrees with the suggestion that the developer donations be paid at the time of permitting and that the developer will need to work closely with the Village on streetscape elements.

Commissioner Rodemann stated this project has come a long way as his concerns over coming north on Main Street have been improved. Commissioner Rodemann stated it would be good for the developer to continue to work with staff to mitigate the mass of this project. Commissioner Rodemann stated the challenge is to make this a great, big building.

Chairperson Loch stated she supports this project as it will revitalize the downtown. Chairperson Loch thanked the developer and the Village staff for working closely with St. Petronille's. Chairperson Loch stated she agrees with Ms. Wussow's suggestion of some uplift on the south side elevation.

Commissioner Heming-Littwin moved, seconded by Commissioner Hartweg, to recommend approval of the following:

1. A Special Use Permit for a Planned Unit Development in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code.
2. The following deviations from the Zoning Code:
 - a. Section 10-4-17-1(E) to permit a building height up to 65 feet at the top of the parapet in lieu of 45 feet; and
 - b. Section 10-5-8(I) to allow:
 - i. Parking spaces 18 feet in length in lieu of 19 feet; and
 - ii. Parking spaces 8.5 feet wide in lieu of 9.5 feet wide in certain locations where the aisle width is at least 24 feet wide; and
 - iii. An aisle width of 21'-7 3/4" on a portion of the site and 24 feet on other parts of the site in lieu of 25 feet; and
 - c. Section 10-7-9(D) to allow 100% of the site to be covered in lieu of 65%; and
 - d. Section 10-5-9(B) to allow an off street loading space 40 feet in length in lieu of 50 feet; and
 - e. Section 10-5-13(M)2 to allow the parking garage lights to emit up to 6.2 foot candles at the public entrance to the garage on Hillside Avenue, 7.14 foot candles at the public garage entrance along Main Street, and 7.3 foot candles at

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the residential parking garage entrance along Hillside Avenue in lieu of 3 foot candles at the lot line; and

- f. Any other deviations necessary to construct the development as depicted on the plans presented and available for public review.

After conducting a public hearing and deliberating on the request of John Kosich and Larry Debb, owners of the property located at 400 N. Main Street, for approval of a Special Use Permit for a Preliminary Planned Unit Development for a mixed use development including 107 apartments, 8,844 square feet of first floor commercial space and a two-story parking garage to be located at 400 & 418-424 N. Main Street on the northwest corner of Main Street and Hillside Avenue, the Plan Commission makes the following findings of fact in regard to the request:

1. The proposed use will be harmonious and in accordance with the general objectives, or within a specific objective of the Comprehensive Plan and/or Zoning Code, because the proposed development will develop a key site listed in the Comprehensive Pan, which currently consists of a vacant storefront and a surface parking lot with a mixed use development providing first floor commercial uses, ground level, structured public parking and residential units which are all appropriate uses for the downtown. The Comprehensive Plan suggests this block would be an ideal location for a new mixed-use retail, residential and/or parking project to anchor the south end of the downtown.
2. The planned unit development will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area because the development will be constructed of high quality materials consisting mostly of brick and stone, as called for in both the Comprehensive Plan and the Village's Design Guidelines, and the proposed use of the building, including first floor commercial and residential on the upper floors, is fitting for Main Street and the general area of the site. The property is currently under-utilized, and the development will be an improvement.
3. The proposed use will not be hazardous or disturbing to existing or future neighborhood uses of the property because the proposed use being retail and residential is appropriate for the site and the downtown area. None of the anticipated tenants will use hazardous materials or be a nuisance to the surrounding neighborhood.
4. The proposed use will be served adequately by existing public facilities and services such as highways, street, police, fire protection, drainage structure, refuse disposal, water, sewers and schools because the site is already adequately serviced by existing utilities and local services.

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5. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the Village because the development includes the construction of a public garage that the Village will own at the completion of the project which will be more valuable than the existing asphalt surface parking lot because the lot will be constructed with concrete and will be covered. The project will be beneficial to the Village's economic welfare by providing an increase in sales tax and property tax revenues, and the additional residents will patronize downtown businesses and restaurants.
6. The use will not involve activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare and odors because the proposed development traffic volume can be accommodated by the existing road network and will not produce excessive noise, smoke, fumes, glare or odors. The uses proposed on the site are compatible with existing uses in the zoning district.
7. The development will have vehicular approaches to the property, which shall be so designed as not to create an undue interference with traffic on surrounding public streets or roads because the approaches will allow additional opportunities for ingress and egress on Hillside Avenue and Glenwood Avenue which can better distribute traffic to the surrounding public streets. Additionally, a stacking space of 18 feet has been provided at the entrance to the residential garage to keep traffic from queueing onto Hillside Avenue while waiting for the garage door to open. Furthermore, pedestrian warning beacons are proposed at each garage entrance to warn pedestrians of vehicles exiting from the site.
8. The development will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief since no additional impervious surface will be added to the site, and the project will be engineered to provide adequate storm water drainage from the site.
9. The development will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community since the site includes a vacant storefront and a surface parking lot, and there are not scenic or historic features of importance on the subject property.

This recommendation is subject to the following conditions:

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1. Elements of the streetscape design shall match the streetscape design selected by the Village Board in 2019.
2. Trees shall be a minimum of 4 to 6 in diameter.
3. Site Plan B shall automatically be submitted if the 3 feet of alley is acquired without amendment to the PUD.
4. The bike racks on Hillside Avenue shall be moved to a new location that the Village deems to be most appropriate.
5. The 2nd floor residential parking stalls shall be numbered and assigned by unit.
6. Developer donations for taxing bodies in the amount of approximately \$169,219.00 shall be paid prior to issuance of a building permit.
7. The Village shall analyze what traffic calming devices might be most appropriate on Hillside Avenue near the Glenwood Avenue intersection.
8. Hillside Avenue shall be converted to 2-way traffic on Hillside Avenue between Main Street and Glenwood Avenue.
9. The developer shall install signage limiting turning movements from Hillside Avenue and Glenwood Avenue parking garage exits Monday through Friday from 7:45 a.m. to 8:30 a.m.

The motion carried with nine (9) yes votes and zero (0) no votes as follows: Plan Commissioners Heming-Littwin, Hartweg, Berry, Fanella, Mulherin, Rodemann, Saeed and Vondruska and Chairperson Loch voted "yes."

Trustee's Report

Trustee Pryde stated many of the Village's Public Works' projects have finished well. Trustee Pryde stated there was a ribbon-cutting today for the Taylor Street Underpass. Trustee Pryde stated there will be an upcoming meetings on the updates to the Comprehensive Plan and a possible new train station. Trustee Pryde stated in February, the Village Board will be looking at early information on a possible parking lot design for the proposed Civic Center garage.

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Chairperson's Report

Chairperson Loch did not present a report.

Staff Report

Village Planner Sterrett stated there will be a Plan Commission Meeting on Thursday, January 10th.

Other Business

None

Adjournment

Plan Commissioner Heming-Littwin moved, seconded by Plan Commissioner Fanella, to adjourn the meeting at 10:50 p.m. The motion carried unanimously by voice vote.

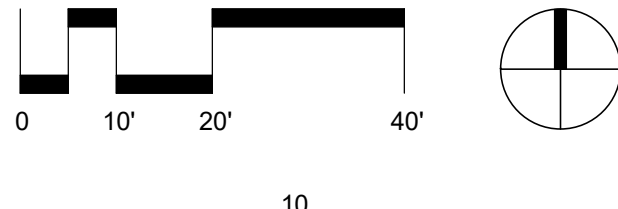
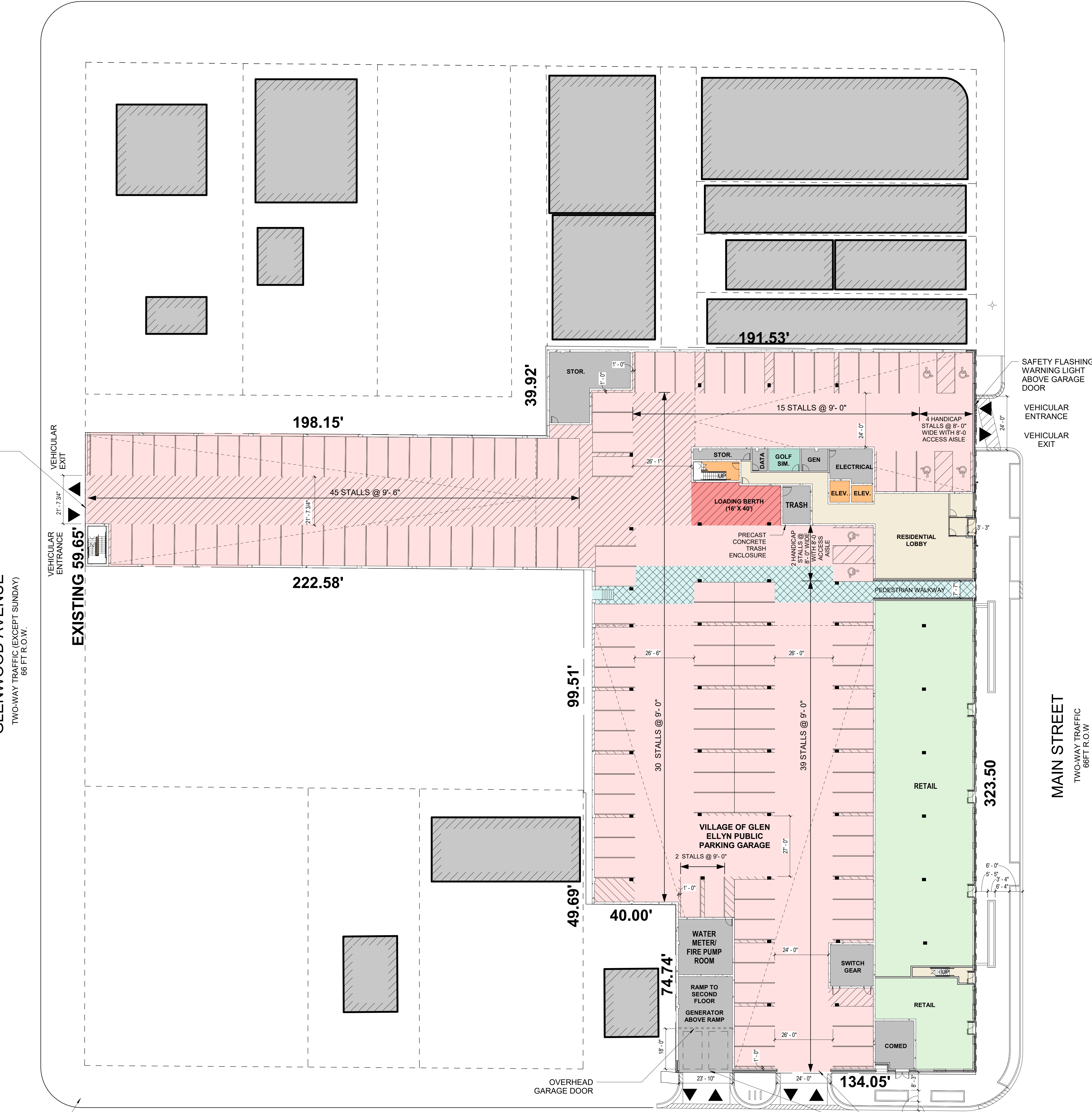
Respectfully Submitted,

Debbie Solomon
Recording Secretary

Reviewed by
Planner Kelly Purvis

Building Summary - Glen Ellyn Hillside and Main										Apex 400								
Floor Areas		Net Areas						Parking Counts		Residential Counts								
Gross	Area	Corridor		Res. Lobby, Amenities, Corridor		Res. Leasing	Parking & Loading	Dwelling	Public	Residential	Studio	Conv	1BR	2BR	Total	Average	EFF	Floor
33,026	33,026	3,124	479					29,423			2	4	18	9	33	892	89%	5
33,026	33,026	3,124	479					29,423			1	5	17	9	32	892	89%	5
65,710	65,710	3,085	218				53,549	8,658		130			7	2	9	984	74%	2
66,935	66,935	1,454	2,750	8,844		1,823	52,064		137									1
	235,203	14,098	4,405	8,844		5,766	105,613	96,478	137	139	5	13	60	29	107			
											9%	12%	56%	27%				

PARKING SUMMARY		
PROPOSED		CURRENTLY EXISTING
1ST FLOOR / PUBLIC	137 TOTAL (SEE DRAWINGS FOR SPECIFIC STALL DIMENSIONS)	122 TOTAL
2ND FLOOR / RESIDENTIAL	139 TOTAL (SEE DRAWINGS FOR SPECIFIC STALL DIMENSIONS)	0 TOTAL



FitzGerald

912 W. Lake St.	t 312-563-9100
Chicago, Illinois	f 312-563-1919
www.fitzgeraldassociates.net	

CONSULTANT:

18024

APEX 400
Apartments
400 Main Street

CLIENT:
**Debb Kosich
Management**
1111 East Touhy, Suite 230,
Des Plaines, IL 60018

MISSNER GROUP
1700 E Higgins Rd.
Des Plaines, IL 60018

5	P&D Review Part 5	11/19/18
4	P&D Review Part 4	11/01/18
3	P&D Review Part 3	10/01/18
2	P&D Review Part 2	08/31/18
1	P&D Review Part 1	07/16/18
#	DESCRIPTION	DATE

SITE PLAN OPTION A

PDR-1

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11/27/2018 4:53:09 PM

BUILDING SUMMARY

Building Summary - Glen Ellyn Hillside and Main											Apex 400
Floor Areas		Net Areas							Parking Counts		Residential Counts
Gross	Area	Corridor	Mech	Retail	Res. Lobby, Amenities, Corridor, Loading	Parking & Loading	Dwelling		Public	Residential	Studio
33,026	3,124	476					29,423				2
33,026	3,124	476					29,423				4
36,566	3,311	476			3,942		28,774				1
65,710	3,085	218				53,549	8,855			144	
66,930	1,454	2,750	8,844		1,823	52,064			139		
235,203	14,098	4,405	8,844		5,785	105,613	96,478		139	144	5
											13
											60
											29
											107
											5%
											12%
											56%
											27%

PARKING SUMMARY		
PROPOSED		CURRENTLY EXISTING
1ST FLOOR / PUBLIC	139 TOTAL (SEE DRAWINGS FOR SPECIFIC STALL DIMENSIONS)	122 TOTAL
2ND FLOOR / RESIDENTIAL	144 TOTAL (SEE DRAWINGS FOR SPECIFIC STALL DIMENSIONS)	0 TOTAL

SAFETY FLASHING WARNING LIGHT ABOVE GARAGE DOOR

GLENWOOD AVENUE
TWO-WAY TRAFFIC (EXCEPT SUNDAY)
66 FT R.O.W.

PROPOSED 62.65'

VEHICULAR ENTRANCE
VEHICULAR EXIT

STOP SIGN

HILLSIDE AVENUE
ONE-WAY TRAFFIC (TO BE CONVERTED TO TWO-WAY)
66 FT R.O.W.

DUANE STREET
TWO-WAY TRAFFIC
66 FT R.O.W.

MAIN STREET
TWO-WAY TRAFFIC
66 FT R.O.W.



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1312-563-9100
1312-563-1919

CONSULTANT:

18024

APEX 400
Apartments
400 Main Street

CLIENT:
Debb Kosich
Management
1111 East Touhy, Suite 230,
Des Plaines, IL 60018

MISSNER GROUP
1700 E Higgins Rd.,
Des Plaines, IL 60018

#	DESCRIPTION	DATE
5	P&D Review Part 5	11/10/18
4	P&D Review Part 4	11/01/18
3	P&D Review Part 3	10/01/18
2	P&D Review Part 2	08/31/18
1	P&D Review Part 1	07/16/18

SITE PLAN
OPTION B

PDR-1

and Associates, Inc.

MEMO

TO: Mark Franz
Christina Coyle
Meredith Hannah

FROM: Kane, McKenna and Associates, Inc.

DATE: January 16, 2019

RE: **Review of Proposed Apex 400 Apartments and Mixed Use**

1) Background on Redevelopment Project

The Village of Glen Ellyn (the “Village”) has retained Kane, McKenna Associates, Inc. (“KMA”) to review the redevelopment proposal presented by GSP Development or entities to be formed by it (the “Developer”), regarding the redevelopment of property located at the northwest corner of Main Street and Hillside Avenue (the “Project” or “APEX 400”).

The Project consists of four (4) tax parcels. The Project will include a 107 unit apartment complex with 8,844 s.f. of ground floor commercial/retail. There will be 144 apartment parking spaces along with 139 public parking spaces.

It is proposed that the project would be developed by GSP Development and owned by the same entity or entities formed by it.

2) Data Sources: Limitations of KMA Analysis

KMA has been tasked with reviewing the Developer’s projections evidencing the need for Village assistance (the “Gap Analysis”) and reviewing the Developer’s pro formas. To determine the revenue projection, KMA reviewed data from the developer as to proposed land uses, square footage, market assessment of income from said uses, and other variables.

In review of the Gap Analysis, KMA reviewed developer data especially as it pertains to the Project budget and pro formas. KMA also used internal files and published construction benchmarks as a basis of comparison to check the reasonableness of Developer budget assumptions.

As a caveat, **KMA is not a certified appraiser nor is KMA providing any assessment of the residential market for DuPage County.** To the extent the Village desires to check valuations or sales forecasts in more detail, appropriate professionals can be retained. **KMA's assignment relates to the overall review of the Developer proposal and its reasonableness in relation to the request for public assistance.** In addition, no review is made relating to parking, zoning or planning issues, which would separately be reviewed by Village staff.



3) Project Description: Case for Public Assistance

The Project consists of 107 apartment units together with public and private parking and first floor retail/commercial. Project costs are as follows:

Project Cost Category	Amount
Land	\$ 1,800,000
Hard Costs (including parking)	\$30,701,456
Soft Costs	\$ 5,408,554
Site Development Costs	\$ 1,480,400
TOTAL	\$39,390,471

Source: Developer Project Budget does not include Village land.

Construction costs were compiled by the Developer and were also reviewed by KMA. The estimates are included in Exhibit A. It is beneficial to show Exhibit A cost data, since the data also provides an estimate of its expectations with respect to TIF-eligible costs (a subset of the overall Project costs). Overall costs were at the higher side of industry averages, due in part to parking, higher end finish of the units, and the amenities available, but details will ultimately be required as to back up for the purchase costs, more refined construction costs (which seem to be on the higher end) and site improvements. Soft costs as a percentage of the total costs were within industry ranges.

The projected rental rates – an average of \$2.80/s.f. (trending up to stabilization) are based on comparables identified by the Developer, and includes an independent market study.

The Developer has requested the Village contribute its land (3 tax parcels) – estimated value of \$1,845,000 to the Project.

In addition, the Developer will construct public parking of 137 spaces (an increase over current availability) and transfer the same at completion to the Village for \$10.

An annual TIF payment of \$160,000 per year is also requested over 5 years.

Village participation would include:

- A contribution of its land (estimated value \$1,845,000).
- In addition, the Developer undertakes the construction of 137 public parking spaces and upon completion conveys the spaces to the Village for \$1.
- \$800,000 “pay as you go” TIF assistance – payable over 5 years, in part for public parking costs.

4) Preliminary Results of KMA’s Revenue Projections

Property Tax Projections. KMA’s property tax revenue projections were based on the following assumptions with respect to property tax generation:

- The residential project includes an average initial market value of \$175,000 per unit and retail/commercial values of \$150/s.f.
- Estimated base EAV of the Project PINs: \$459,311.
(Based on the DuPage County Clerk’s office)

The projection period covers the 2021 to 2035 period (24th year payment in 2036) which is the remaining term of the TIF. The maximum TIF statutory allocation of 40% as a percentage of residential increment is assumed to be paid by the Developer as part of its redevelopment agreement obligations. It is important to note that the Developer believes that the Project will generate minimal or few school age children due to unit size and rent levels.

Based upon the foregoing projections, KMA estimated the following revenues (refer to Exhibit B for additional detail):

The expected tax payments include real estate tax payments for the Project, net of the base taxes. Taxes are assumed to increase at a 2.0% growth rate.

	<u>Total Taxes Before Developer Payment</u>	<u>School Allocations*</u>	<u>Gross Taxes To Village after the \$800,000 Developer Payment</u>
Expected Tax Payments	\$8,652,796	N/A	\$7,852,796

***It is important to note that the Village’s redevelopment agreement (“RDA”) with the Developer provides for the Developer to pay any school tuition costs pursuant to the TIF Act. Provisions in the RDA are structured to require the Developer to pay up to the 40% tuition allocation annually – subject to actual students residing in the Project and to be updated annually– which the Developer has estimated to be a small or minor occurrence over the term of the TIF.**

Given the current Project request – the Village could look to receive TIF revenues adequate to reimburse itself for the land contribution and parking contribution and potentially utilize amounts for other TIF eligible costs within the Downtown.

5) Return Analysis



The return analyses provided in Exhibit A, as prepared by KMA based on Developer assumptions, are summarized below.

	Without Village Assistance	With Village Land Contribution and \$800,000 TIF
Initial Stabilized Year Project NOI (after operating expense)	\$ 2,589,573	\$ 2,589,573
Project Costs	\$41,235,471	\$41,235,471
Less Village Assistance	\$0	\$ 2,645,000
Net Project Costs	\$41,235,471	\$38,590,471
Leveraged Return	11.88%	13.80%
Unleveraged Return	7.60%	8.54%
Return on Costs	6.28%	6.71%

The returns are lowered in the “Without Village Land” scenario due to an increase in the Developer’s costs.

The returns indicate that the use of municipal assistance is appropriate for this project given the target return thresholds in the market. Typically, market return on cost benchmarks are 7% or near 7%.

6) Summary: Policy Review Issues

- 
- 1) The Developer would control a key site in the TIF.
 - 2) Additional public parking would be provided in the Downtown
 - 3) The Village would benefit in terms of new investment within the Downtown and serve as potential catalyst for new redevelopment.
 - 4) The Village would receive TIF increment over time – increment that could reimburse the Village for the land contribution and a portion of the parking costs.

OTHER CONSIDERATIONS

- 1) Will the Village mandate an “open book” or “true up” review in order to monitor project costs, revenues, and returns (with adjustments to the TIF assistance if costs are lower or if revenues or returns are higher than projected)?
- 2) Prior to any Village funding commitments, the Developer should evidence its funding structure (loan and equity amounts consistent with the initial submissions) and any updated market analysis (as well as property control) in advance, or as a condition precedent to Village funding. This can be made part of the redevelopment agreement.
- 3) Does the Village have any other needs for services or public improvements associated with the project implementation?
- 4) The Village RDA provides for the Developer responsibility regarding payment of school tuition costs (if incurred) and the Village will need to monitor Developer compliance with the RDA provisions (or in the event there is a transfer – with any new owner).

EXHIBIT A
Project Return Analysis

VILLAGE OF GLEN ELLYN, ILLINOIS
Apex 400 Development

PROJECT SUMMARY
Uses of Funds

USES:

	<u>Total</u>	<u>% of Total</u>	<u>Unit Cost</u>
Land Costs			
Land Acquisition Cost (includes Village land)	3,645,061		
Other Land Acq. Costs	<u>-</u>		
Total Land Acquisition	3,645,061	8.84%	34,066
Site Development Costs			
Demolition/Soil Removal	481,000		
Utilities/Parking Underground	699,400		
Streetscaping	<u>300,000</u>		
Total Site Development Costs	1,480,400	3.59%	13,836
Hard Construction Costs			
Base Building	25,593,246		239,189
Public Parking and Lighting	2,252,450		21,051
Apartment Parking	2,502,000		23,383
Retail Tenant Allowances	<u>353,760</u>		<u>3,306</u>
Total Hard Construction Costs of Buildings	30,701,456	74.45%	286,929
Soft Costs			
Impact Fees	180,000		1,682
Management/Marketing	214,000		2,000
Architect/Engineer	631,932		5,906
Tax Carry Costs	74,900		700
Permit Tap on Fees	526,610		4,922
Legal	105,322		984
Leasing Commissions	214,000		2,000
Financing Points	202,604		1,893
Project Carry Costs	800,000		7,477
Contingency	1,053,937		9,850
Developer's Fee	1,053,937		9,850
Construction Management	351,312		3,283
			-
			-
			-
			-
			-
			-
			-
Total Soft Costs	<u>5,408,554</u>	<u>13.12%</u>	<u>50,547</u>
Total Costs	41,235,471	100.00%	385,378

PROJECT SUMMARY
Sources of Funds

SOURCES:

<u>Without Financial Assistance</u>		
Debt	26,803,056	65%
Equity	<u>14,432,415</u>	<u>35%</u>
TOTAL SOURCES (W/O ASSISTANCE)	41,235,471	100%
<u>With Financial Assistance</u>		
Equity	13,506,665	33%
Debt	25,083,806	61%
Public Financial Assistance - Land and TIF Incentive	<u>2,645,000</u>	<u>6%</u>
TOTAL SOURCES (WITH ASSISTANCE)	41,235,471	100%
*IRR analysis assumes	65% debt	
and equity of	35%	

FOR DISCUSSION PURPOSES ONLY

Village of Glen Ellyn, Illinois **Assumptions Without Public Financial Assistance (Leveraged Return)**
Preliminary IRR Review with Assumptions

Financing Assumptions:

Total Investment 41,235,471 Construction costs and allocation of land and soft costs
 Refinance Loan (3018) 26,801,056
 Loan Term 25 years
 Loan Rate (Long Term) 5.00%
 Equity 14,432,415

Tenant Description:

Parking Spaces 276
 Residential 96,478
 Retail 8,844
 \$30.00 Rent/Sq Ft

Residential Revenue Assumptions (Stabilized 2020):

Avg. Net Residential Rent/Sq Ft/Year \$2.80 Rent/Sq Ft/Month
 Parking/Year \$33.60
 Misc. Income/Year \$166,000
 Vacancy Rate/Bad Debt/Concessions \$107,000
 8.0%

Apartment Expense Assumptions:

Estimated Annual Expenses (% Rev.) 16.0%

Growth Assumptions:

Annual Residential Lease Escalation 2.00%

Year	Retail & Residential Revenues	Less: Vacancy	Parking & Misc. Revenues	Total Revenues	Less Expenses	Total Net Revenues	Net Revenues Available For Debt Service	Debt Service	NOI	IRR Calculation NOI	Arid Residual	Schedule: Const Draw	Principal	Interest	Principal Balance
Const 2019	0	0	0	0	0	0	0	0	0	(14,432,415)	(14,432,415)	0	0	0	0
Const 2020	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26,803,059
2021	3,506,981	(280,538)	273,000	3,499,422	(909,450)	2,589,973	2,589,973	1,901,743	687,830	687,830	687,830	0	561,590	1,340,133	26,241,469
2022	3,577,120	(286,170)	278,460	3,569,411	(1,002,451)	2,566,960	2,566,960	1,901,743	665,217	665,217	665,217	0	589,669	1,312,073	25,651,793
2023	3,648,663	(291,803)	284,025	3,640,799	(1,022,500)	2,618,299	2,618,299	1,901,743	716,556	716,556	716,556	0	619,153	1,282,503	25,032,643
2024	3,721,636	(297,731)	289,710	3,713,615	(1,042,500)	2,670,665	2,670,665	1,901,743	768,922	768,922	768,922	0	650,110	1,251,632	24,382,532
2025	3,796,069	(303,686)	295,504	3,792,887	(1,063,809)	2,724,078	2,724,078	1,901,743	823,336	823,336	823,336	0	682,616	1,219,127	23,699,918
2026	3,871,950	(309,759)	301,414	3,853,645	(1,085,085)	2,778,560	2,778,560	1,901,743	876,817	876,817	876,817	0	716,742	1,186,906	22,983,171
2027	3,949,430	(315,954)	307,442	3,940,918	(1,106,787)	2,834,131	2,834,131	1,901,743	932,388	932,388	932,388	0	752,584	1,145,159	22,230,587
2028	4,028,419	(322,273)	313,591	4,019,736	(1,128,923)	2,890,814	2,890,814	1,901,743	989,071	989,071	989,071	0	790,213	1,111,529	21,440,373

IRR analysis:

Assumptions:	Cap Rate (Net)	5.50%	Value (Res) 10 yrs.	\$2,550,250	IRR Calculation	11.88%
Cost of Sale			Total Value	\$2,550,250	Return On Cost	6.28%
Mortgage Balance	21,440,373	2.00%	Less: Costs	1,051,205		
			Mortgage Residual	21,440,373		
				30,068,672		

IRR Analysis (Leveraged) 12.5.18.xlsx

FOR DISCUSSION PURPOSES ONLY

Village of Glen Ellyn, Illinois
Assumptions With Public Financial Assistance (Leveraged Return)
Preliminary IRR Review with Assumptions

Total Investment 41,235,471 Construction costs and allocation of land and soft costs
 Public Financial Assistance 2,645,000 Developer request
 Refinance Loan (2018) 25,083,806
 Loan Term 25 years
 Loan Rate (Long Term) 5.00%
 Equity 13,506,665

Project Description:
 Parking Spaces 276
 Residential 96,478 Sq Ft
 Retail 8,844 \$/Sq Rent/Sq Ft

Residential Revenue Assumptions (Stabilized 2020):
 Avg. Net Residential Rent/Sq Ft/Year \$33.60
 Parking/Year \$166,000.00
 Misc. Income/Year \$107,000.00
 Vacancy Rate/Bad Debt/Concessions 8.0%

Adjustment Expense Assumptions:
 Estimated Annual Expenses (% Rev.) 16.0%

Growth Assumptions:
 Annual Residential Lease Escalation 2.00%

Year	Residential Revenues	Less: Vacancy	Misc. Revenues	Total Revenues	Less: Expenses	Total Net Revenues	Net Revenues Available For Debt Service	Debt Service	NOI	IRR Calculation NOI	Add Residual	Schedule Const Draw	Principal	Interest	Balance
Const. 2019	0	0	0	0	0	0	0	0	0	(13,506,665)	(13,506,665)	0	0	0	0
Const. 2020	3,506,981	(280,538)	273,000	3,499,422	(909,850)	2,589,573	2,589,573	1,779,258	809,815	809,815	809,815	0	525,567	1,254,190	25,083,305
2021	3,577,120	(286,170)	278,460	3,569,411	(1,002,451)	2,566,960	2,566,960	1,779,758	787,202	787,202	787,202	0	551,846	1,227,912	24,538,239
2022	3,648,663	(291,893)	284,029	3,640,799	(1,024,900)	2,618,399	2,618,399	1,779,758	838,541	838,541	838,541	0	579,438	1,200,340	24,006,193
2023	3,721,636	(297,731)	289,710	3,713,615	(1,042,900)	2,670,665	2,670,665	1,779,758	890,907	890,907	890,907	0	608,410	1,171,348	23,476,955
2024	3,796,069	(303,686)	295,504	3,787,887	(1,063,809)	2,724,078	2,724,078	1,779,758	944,131	944,131	944,131	0	638,830	1,140,927	22,848,555
2025	3,871,000	(309,750)	301,414	3,863,665	(1,085,085)	2,778,560	2,778,560	1,779,758	998,802	998,802	998,802	0	670,772	1,108,986	22,179,715
2026	3,949,430	(315,954)	307,442	3,940,918	(1,106,987)	2,834,131	2,834,131	1,779,758	1,054,373	1,054,373	1,054,373	0	704,311	1,075,447	21,508,943
2027	4,028,439	(322,273)	313,591	4,019,736	(1,128,923)	2,890,814	2,890,814	1,779,758	1,111,056	1,111,056	1,111,056	0	739,536	1,040,232	20,804,633
2028															20,065,106

IRR analysis:

Assumptions	5.00%	Value (Res.) 10 yrs	IRR Calculation	13.80%
Cap Rate (Res.)			Return on Cost	6.71%
Costs of Sale		Total Value		
Mortgage	3.00%	Less: Costs		
Balance		Mortgage Residual		
	20,065,106			
		31,443,039		

IRR Analysis (Leveraged) 12 5 18.xlsx

FOR DISCUSSION PURPOSES ONLY

Village of Glen Ellyn, Illinois Assumptions Without Public Financial Assistance (Unleveraged Return)
Preliminary IRR Review with Assumptions

Financial Assumptions:

Total Investment	41,235,471	Construction costs and allocation of land build soft costs
Refinance Loan (2018)	26,803,056	
Loan Term	35 years	
Loan Rate (Long Term)	5.00%	
Equity	14,432,415	

Project Description:

Parking Spaces	276	
Residential	96,478	
Retail	8,844	
Residential Revenue Assumptions (Stabilized 2030):		
Avg. Net Residential Rent/Sq Ft./Year	\$13.60	\$10.00 Rent/Sq Ft.
Parking/Year	\$166,000	\$2.80 Rent/Sq Ft./Month
Misc. Income/Year	\$107,000	
Vacancy Rate/Bad Debt/Concessions	8.0%	

Abandonment Expense Assumptions:

Estimated Annual Expenses (% Rev.)	26.0%
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Growth Assumptions:

Annual Residential Lease Escalation:	2.00%
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Year	Kelton & Residential Revenues	Less: Vacancy	Parking & Misc. Revenues	Total Revenues	Less: Expenses	Total Net Revenues	Net Revenues Available For Debt Service	Debt Service	NOI	IRR Calculation NOI	Add Residual
Const. 2019	0	0	0	0	0	0	0	0	0	(41,235,471)	(41,235,471)
Const. 2020	3,506,981	(380,558)	273,000	3,499,423	(909,850)	2,589,573	2,589,573	0	2,589,573	2,589,573	2,589,573
2021	3,577,120	(386,170)	278,460	3,569,411	(1,002,451)	2,566,960	2,566,960	0	2,566,960	2,566,960	2,566,960
2022	3,648,663	(391,893)	284,020	3,640,790	(1,022,500)	2,618,290	2,618,290	0	2,618,290	2,618,290	2,618,290
2023	3,721,636	(397,731)	289,710	3,713,615	(1,042,950)	2,670,665	2,670,665	0	2,670,665	2,670,665	2,670,665
2024	3,796,069	(303,686)	295,504	3,787,887	(1,063,009)	2,724,878	2,724,878	0	2,724,878	2,724,878	2,724,878
2025	3,871,990	(309,759)	301,414	3,863,645	(1,085,085)	2,778,560	2,778,560	0	2,778,560	2,778,560	2,778,560
2026	3,949,430	(315,954)	307,442	3,940,918	(1,106,787)	2,834,131	2,834,131	0	2,834,131	2,834,131	2,834,131
2027	4,028,419	(322,273)	313,591	4,019,736	(1,128,923)	2,890,814	2,890,814	0	2,890,814	2,890,814	2,890,814
2028											

N/A

IRR analysis:

Assumptions	Cap Rate (Res.)	5.50%	Value (Res.) 10 yrs.	52,560,250	IRR Calculation	7.60%
Costs of Sale			Total Value	52,560,250	Return On Cost	6.28%
Mortgage Balance		2.00%	Less: Costs	1,051,205		
			Mortgage	0		
			Residual	\$1,509,045		

FOR DISCUSSION PURPOSES ONLY

Village of Glen Ellyn, Illinois
Preliminary IRR Review with Assumptions
Assumptions With Public Financial Assistance (Unleveraged Return)

Total Investment 41,235,471 Construction costs and allocation of land and soft costs
 Public Financial Assistance 3,645,000 Developer request
 Refinance Loan (2018) 25,083,806
 Loan Term 25 years
 Loan Rate (Long Term) 5.00%
 Equity 13,506,605

Project Description:
 Parking Spaces 276
 Residential 96,478 Sq Ft
 Retail 8,844 \$30 Rent/Sq Ft

Residential Revenue Assumptions (Stabilized 2020):

Avg. Net Residential Rent/Sq Ft/Year \$13.60
 Parking/Year \$166,000.00
 Misc. Income/Year \$107,000.00
 Vacancy Rate/Bad Debt/Concessions 8.0%

Adaptation Expense Assumptions:

Estimated Annual Expenses (% Rev) 26.0%

Growth Assumptions:
 Annual Residential Lease Escalation 2.00%

N/A

Year	Residential Revenues	Less: Vacancy	Adapt. Revenues	Total Revenues	Less: Expenses	Total Net Revenues	Net Revenues Available For Debt Service	Debt Service	NOI	IRR Calculation NOI	Add/Residual
Const. 2019	0	0	0	0	0	0	0	0	0	(38,590,471)	(38,590,471)
Const. 2020	0	0	0	0	0	0	0	0	0	0	0
2021	3,506,981	(280,558)	273,000	3,499,422	(909,850)	2,589,573	2,589,573	2,589,573	2,589,573	2,589,573	2,589,573
2022	3,577,120	(286,170)	278,460	3,569,411	(1,002,451)	2,566,960	2,566,960	2,566,960	2,566,960	2,566,960	2,566,960
2023	3,648,663	(291,823)	284,029	3,640,799	(1,022,500)	2,618,299	2,618,299	2,618,299	2,618,299	2,618,299	2,618,299
2024	3,721,636	(297,731)	289,710	3,713,615	(1,042,950)	2,670,665	2,670,665	2,670,665	2,670,665	2,670,665	2,670,665
2025	3,796,059	(303,686)	295,504	3,787,887	(1,063,809)	2,724,078	2,724,078	2,724,078	2,724,078	2,724,078	2,724,078
2026	3,871,990	(309,759)	301,414	3,863,645	(1,085,085)	2,778,560	2,778,560	2,778,560	2,778,560	2,778,560	2,778,560
2027	3,949,430	(315,954)	307,442	3,940,918	(1,106,787)	2,834,131	2,834,131	2,834,131	2,834,131	2,834,131	2,834,131
2028	4,028,419	(322,273)	313,591	4,019,736	(1,128,923)	2,890,814	2,890,814	2,890,814	2,890,814	2,890,814	2,890,814

IRR analysis:

Assumptions	Cap Rate (Res)	5.50%	Value (Res) 10 yrs	52,560,250	IRR Calculation	8.54%
Cost of Sale			Total Value	52,560,250	Return on Cost	6.71%
Mortgage Balance			Less: Costs	1,051,205		
			Mortgage Residual	51,509,045		

EXHIBIT B
KMA Tax Projections

Village of Glen Ellyn, Illinois
Proposed Apex Redevelopment Tax Assumptions -Developer Pays Schools
Projected Incremental Taxes

Levy Year:						2018	2019	2020	2021	2022	2023	2024	2025	2026
Component Name	Project Description	Class Code	Occupancy Date	Sq. Ft./ # Units	Market Value Sq. Ft./Unit									
1	Retail Commercial	3	Jan-21	8,844	150.00	0	0	0	234,610	478,604	488,176	497,939	507,898	518,056
2	Residential Rental	4	Jan-21	107	175,000.00	0	0	0	3,311,522	6,755,505	6,890,615	7,028,428	7,168,996	7,312,376
Total EAV All Components						0	0	0	3,546,132	7,234,109	7,378,791	7,526,367	7,676,894	7,830,432
I. Incremental Property Taxes:														
(a)	Base EAV				459,311	459,311	459,311	459,311	459,311	459,311	459,311	459,311	459,311	459,311
(b)	Incremental EAV				0	0	0	0	3,086,821	6,774,798	6,919,480	7,067,056	7,217,583	7,371,121
(c)	Tax Rate 7.7110%				7.7110%	7.7110%	7.7110%	7.7110%	7.7110%	7.7110%	7.7110%	7.7110%	7.7110%	7.7110%
(d)	Total Est. Incremental Property Taxes				0	0	0	0	0	238,025	522,405	533,561	544,941	556,548
Cumulative Incremental Property Taxes						0	0	0	0	238,025	760,429	1,293,990	1,838,931	2,395,479
(e)	Incremental Property Taxes				0	0	0	0	0	0	0	0	0	0
Set Aside for School Districts						0	0	0	0	0	0	0	0	0
Cumulative School Payments - Maximum						0	0	0	0	0	0	0	0	0
(f)	Est. Incremental Property Taxes Available After School Payments				0	0	0	0	0	238,025	522,405	533,561	544,941	556,548
(e)	TIF Administrative Costs				0	0	0	0	0	0	0	0	0	0
(f)	Cumulative Administrative Costs				0	0	0	0	0	0	0	0	0	0
(g)	Incremental Property Taxes				0	0	0	0	0	238,025	522,405	533,561	544,941	556,548
(h)	Cumulative Incremental Property Taxes				0	0	0	0	0	238,025	760,429	1,293,990	1,838,931	2,395,479
II. Tax Sharing Proposals														
(a)	Village Portion				0	0	0	0	0	88,911	362,405	373,561	384,941	396,548
(b)	Cumulative Incremental Property Taxes				0	0	0	0	0	88,911	451,315	824,876	1,209,817	1,606,365
(c)	Project Portion				0	0	0	0	0	149,114	160,000	160,000	160,000	160,000
(d)	Cumulative Incremental Property Taxes				0	0	0	0	0	149,114	309,114	469,114	629,114	789,114
						Assumes \$160,000 per year over 5 years								

Village of Glen Ellyn, Illinois
Proposed Apex Redevelopment Tax Assumptions -Developer Pays Schools
Projected Incremental Taxes

Levy Year:

Component Name	Project Description	Class Code	Occupancy Date	Sq. Ft./ # Units	Market Value Sq. Ft./Unit	2027	2028	2029	2030	2031	2032	2033	2034	TIF Expiration 2035	Final Collect 2036
1	Retail Commercial	3	Jan-21	8,844	150.00	528,417	538,985	549,765	560,760	571,976	583,415	595,083	606,985	619,125	63
2	Residential Rental	4	Jan-21	107	175,000.00	7,458,624	7,607,796	7,759,952	7,915,151	8,073,454	8,234,923	8,399,521	8,567,614	8,738,966	8,91
Total EAV All Components						7,987,041	8,146,781	8,309,717	8,475,911	8,645,430	8,818,338	8,994,705	9,174,599	9,358,091	9.54
I. Incremental Property Taxes:															
(a)	Base EAV					459,311	459,311	459,311	459,311	459,311	459,311	459,311	459,311	459,311	45
(b)	Incremental EAV					7,527,730	7,687,470	7,850,406	8,016,600	8,186,119	8,359,027	8,535,394	8,715,288	8,898,780	9.08
(c)	Tax Rate 7.7110%					7.7110%	7.7110%	7.7110%	7.7110%	7.7110%	7.7110%	7.7110%	7.7110%	7.7110%	7.7
(d)	Total Est. Incremental Property Taxes					568,387	580,463	592,781	605,345	618,160	631,232	644,565	658,164	672,036	68
(e)	Incremental Property Taxes					2,953,866	3,544,329	4,137,110	4,742,455	5,360,615	5,991,847	6,636,411	7,294,575	7,966,611	8.65
Set Aside for School Districts						0	0	0	0	0	0	0	0	0	0
Cumulative School Payments - Maximum						0	0	0	0	0	0	0	0	0	0
0.0% of residential tax increment						0	0	0	0	0	0	0	0	0	0
(f)	Est. Incremental Property Taxes Available After School Payments					568,387	580,463	592,781	605,345	618,160	631,232	644,565	658,164	672,036	68
(g)	Incremental Property Taxes					568,387	580,463	592,781	605,345	618,160	631,232	644,565	658,164	672,036	68
(h)	Cumulative Incremental Property Taxes					2,953,866	3,544,329	4,137,110	4,742,455	5,360,615	5,991,847	6,636,411	7,294,575	7,966,611	8.65
II. Tax Sharing Proposals															
(a)	Village Portion					557,501	580,463	592,781	605,345	618,160	631,232	644,565	658,164	672,036	686,185
(b)	Cumulative Incremental Property Taxes					2,163,866	2,744,329	3,337,110	3,942,455	4,560,615	5,191,847	5,836,411	6,494,575	7,166,611	7,852,796
(c)	Project Portion					10,886	0	0	0	0	0	0	0	0	0
(d)	Cumulative Incremental Property Taxes					800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Assumes \$160,000 per year over 5 years															

PRELIMINARY - FOR DISCUSSION PURPOSES ONLY

Village of Glen Ellyn, Illinois
Proposed Apex Redevelopment Tax Assumptions -Developer Pays Schools
Preliminary User Assumptions

Component Name	Project Description	Class Code	Occupancy Date	Building Sq. Ft./ # Units	Avg. Initial Market Value Sq. Ft./Unit
1	Retail Commercial	3	Jan-21	8,844	150.00
2	Residential Rental	4	Jan-21	107	175,000.00
Totals					

Notes:

- Class Codes:
- Exempt

Industrial (6B Eligible)

Industrial

Commercial

Residential

Vacant Land
- 0

1

2

3

4

5

PRELIMINARY - FOR DISCUSSION PURPOSES ONLY

Village of Glen Ellyn, Illinois
Proposed Apex Redevelopment Tax Assumptions -Developer Pays Schools
General Assumptions

Sales Tax Inflation Rate (Yr. 1-10)	2.0%
Sales Tax Inflation Rate (11-25)	2.5%
Property Tax Inflation Rate	2.0%
% Inc. Prop. Tax for Project	100.0%
Tax Rate	7.7110%
Equalizer	1.0000
Industrial Assmnt. Rate	33.3%
Commercial Assmnt. Rate	33.3%
Residential Assmnt. Rate	33.3%
Vac. Land Assmnt. Rate	33.3%
Assmnt. Rate	33.3%
First Levy Year	2018
First Tax Collection Yr.	2019
Initial Absorption Rates:	
Prop. Tax	
0	50.0%
1	50.0%
2	50.0%

Year	Reassess. Factor
2018	100.00%
2019	102.00%
2020	104.04%
2021	106.12%
2022	108.24%
2023	110.41%
2024	112.62%
2025	114.87%
2026	117.17%
2027	119.51%
2028	121.90%
2029	124.34%
2030	126.82%
2031	129.36%
2032	131.95%
2033	134.59%
2034	137.28%
2035	140.02%
2036	142.82%
2037	145.68%
2038	148.59%
2039	151.57%
2040	154.60%
2041	157.69%
2042	160.84%
2043	164.06%
2044	167.34%
2045	170.69%
2046	174.10%
2047	177.58%
2048	181.14%

PRELIMINARY - FOR DISCUSSION PURPOSES ONLY

Village of Glen Ellyn, Illinois
Proposed Apex Redevelopment Tax Assur
Absorption Assumptions

Absorp. Year	1	2
2018		
2019		
2020		
2021	8,844	107
2022		
Totals	8,844	107

Village of Glen Ellyn, Illinois
Proposed Apex Redevelopment Tax Assumptions -Developer Pays Schools
Estimate of Equalized Assessed Valuation - Absorption Period

Estimated Equalized Assessed Valuation for Tax Assessment Year: 2019													
Component Name	Project Description	Class Code	Sq. Ft./ # Units	Market Value Sq. Ft./Unit	% Occupied for Year	% Occupancy	Reassmnt. Factor	Property Value	Assessment Level	Assessed Value	Equalization Factor	Equalized Assessed Value	Real Estate Taxes
0		0	0	0.00	0.00%	0.00%	102.00%	0	0.00%	0	1.00000	0	7.711%
1	Retail Commercial	3	8,844	150.00	0.00%	0.00%	102.00%	0	33.33%	0	1.00000	0	7.711%
2	Residential Rental	4	107	175,000.00	0.00%	0.00%	102.00%	0	33.33%	0	1.00000	0	7.711%
Totals								0		0		0	0

Estimated Equalized Assessed Valuation for Tax Assessment Year: 2020													
Component Name	Project Description	Class Code	Sq. Ft./ # Units	Market Value Sq. Ft./Unit	% Occupied for Year	% Occupancy	Reassmnt. Factor	Property Value	Assessment Level	Assessed Value	Equalization Factor	Equalized Assessed Value	Real Estate Taxes
0		0	0	0.00	0.00%	0.00%	104.04%	0	0.00%	0	1.00000	0	7.711%
1	Retail Commercial	3	8,844	150.00	0.00%	0.00%	104.04%	0	33.33%	0	1.00000	0	7.711%
2	Residential Rental	4	107	175,000.00	0.00%	0.00%	104.04%	0	33.33%	0	1.00000	0	7.711%
Totals								0		0		0	0

Estimated Equalized Assessed Valuation for Tax Assessment Year: 2021													
Component Name	Project Description	Class Code	Sq. Ft./ # Units	Market Value Sq. Ft./Unit	% Occupied for Year	% Occupancy	Reassmnt. Factor	Property Value	Assessment Level	Assessed Value	Equalization Factor	Equalized Assessed Value	Real Estate Taxes
0		0	0	0.00	0.00%	0.00%	106.12%	0	0.00%	0	1.00000	0	7.711%
1	Retail Commercial	3	8,844	150.00	50.00%	100.00%	106.12%	703,899	33.33%	234,610	1.00000	234,610	18,091
2	Residential Rental	4	107	175,000.00	50.00%	100.00%	106.12%	9,935,560	33.33%	3,311,522	1.00000	3,311,522	255,351
Totals								10,639,459				3,546,132	273,442

Estimated Equalized Assessed Valuation for Tax Assessment Year: 2022													
Component Name	Project Description	Class Code	Sq. Ft./ # Units	Market Value Sq. Ft./Unit	% Occupied for Year	% Occupancy	Reassmnt. Factor	Property Value	Assessment Level	Assessed Value	Equalization Factor	Equalized Assessed Value	Real Estate Taxes
0		0	0	0.00	0.00%	0.00%	108.24%	0	0.00%	0	1.00000	0	7.711%
1	Retail Commercial	3	8,844	150.00	100.00%	100.00%	108.24%	1,435,955	33.33%	478,604	1.00000	478,604	36,905
2	Residential Rental	4	107	175,000.00	100.00%	100.00%	108.24%	20,268,542	33.33%	6,755,505	1.00000	6,755,505	520,917
Totals								21,704,497				7,234,109	557,822

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**RETURN AFTER
RECORDING:**

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

**THIS DOCUMENT
PREPARED BY:**

Gregory W. Jones, Esq.
Ancel Glink, P.C.
140 S. Dearborn Street
Sixth Floor
Chicago, IL 60603

Above Space for Recorder's Use Only

REDEVELOPMENT AGREEMENT

BETWEEN

VILLAGE OF GLEN ELLYN

AND

GSP DEVELOPMENT, LLC

(APEX 400 – 400, 410, 418, AND 424 N. MAIN STREET)

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REDEVELOPMENT AGREEMENT

BETWEEN

THE VILLAGE OF GLEN ELLYN

AND

GSP DEVELOPMENT, LLC

(APEX 400 – 400, 410, 418, AND 424 N. MAIN STREET)

THIS REDEVELOPMENT AGREEMENT ("Agreement") is dated as of the ____ day of _____, 2019 ("**Effective Date**"), and is by and between the **VILLAGE OF GLEN ELLYN**, an Illinois municipal corporation and home rule unit of local government with offices at 535 Duane Street, Glen Ellyn, Illinois ("**Village**"), and **GSP DEVELOPMENT, LLC**, an Illinois limited liability company with offices located at 55 E. Monroe Street, Suite 3950, Chicago, Illinois ("**Developer**") (collectively, with the Village, the "**Parties**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

Section 1. Recitals.

A. The Village has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives.

B. The Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.

C. The Village is authorized under the provisions of Art. VIII of the State of Illinois Constitution to use public funds for public purposes.

D. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* ("**Act**"), to finance redevelopment projects in accordance with and pursuant to the Act.

E. The Village is authorized under the provisions of the Illinois Municipal Code to make grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village, 65 ILCS 5/8-1-2.5 ("**Code**").

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F. On February 13, 2012, the Corporate Authorities, pursuant to and in accordance with the Act, adopted Ordinance Numbers 6002, 6003, and 6004, which: (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (collectively, the “**TIF Plan and Project**”), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, “**TIF Ordinances**”), establishing the Glen Ellyn Central Business District Tax Increment Redevelopment Project Area (the “**TIF District**”).

G. The Developer’s affiliate owns the property commonly known as 400 N. Main Street, all in Glen Ellyn, Illinois, as depicted and legally described in **Exhibits A and B** (collectively, the “**Developer Property**”).

H. The Village owns the properties commonly known as 410, 418, and 424 N. Main Street, all in Glen Ellyn, Illinois, as depicted and legally described in **Exhibits C and D** (collectively, the “**Village Property**”).

I. The Developer wishes to redevelop the Developer Property and Village Property (collectively, the Developer Property and the Village Property are known as the “**Subject Property**”) with a mixed use development containing residential, commercial, and parking components, including five (5) stories, at least 8,840 square feet of ground floor commercial space, at least 107 dwelling units, at least 272 vehicle parking spaces, no less than 136 ground level spaces which will be owned and controlled by the Village, and accessory facilities and amenities, all as depicted in the Development Plans attached as **Exhibit E** (the “**Development**”).

J. On or about November 12, 2018, the Village’s Corporate Authorities passed an ordinance finding that it is no longer in the Village’s best interests to continue to use and maintain the Village Property as a municipal parking lot in its current condition and configuration and, by approving Ordinance Number 6640, entered into a Purchase and Sale Agreement establishing the terms and conditions of the Village’s conveyance of the Village Property to the Developer, or its nominee, subject to certain conditions and contingencies.

K. The Village and the Developer desire that the Subject Property be developed and used in compliance with this Agreement, and the Village desires to financially assist the Developer, pursuant to and in accordance with this Agreement, the Code, and the Act, to facilitate the Development on the Subject Property.

L. The Village desires to see the Subject Property developed in accordance with this Agreement to clear the blight and conservation factors and characteristics of the TIF District, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of those conservation conditions and characteristics in the TIF District, encourage further private investment and development and promote economic development within the Village, enhance the Village’s tax base, increase employment opportunities for Village residents, and enhance the future tax revenues for those overlying taxing bodies who levy against the Subject Property, and within the TIF District.

M. The Development is essential to meet the overall objectives of the TIF District, thereby implementing and advancing the TIF Plan and Project.

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N. The Developer has represented to the Village that without financial assistance from the Village as detailed herein, the Development is not economically feasible and that Developer would not undertake the Development.

O. On December 26, 2018, the Village published notice in the Daily Herald, a newspaper of general circulation, inviting proposals to develop the Village Property to be submitted by January 14, 2019 (“**Response Deadline**”) and informing the public that copies of this Agreement are on file at the Village Clerk’s Office and available for review. The Village received no proposals by the Response Deadline.

P. The Corporate Authorities, after due and careful consideration, have concluded that the zoning, subdivision, redevelopment, and use of the Subject Property pursuant to and in accordance with this Agreement would further enable the Village to control the development of the area, facilitate redevelopment of the Village’s downtown, and would serve the best interests of the Village.

Q. The Corporate Authorities have exercised their legislative judgment and determined, based on studies, analysis, and information available, including, without limitation the Village’s 2013 Streetscape Plan and Parking Study, the 2009 Downtown Strategic Plan, and the 2001 Comprehensive Plan, as amended (collectively, the “**Comprehensive Plan**”), that the Development provides public benefits, including, without limitation, tax revenue, additional downtown housing, parking, and commercial options, modern stormwater management facilities, pedestrian-scale improvements, and improvements intended to help the Village achieve the vision contained in the Village’s Comprehensive Plan.

R. The Corporate Authorities have reviewed and considered the proposed Development of the Subject Property, and the zoning and subdivision approvals requested to allow for its implementation, and have found them to be consistent with the Village’s goals and objectives set forth in the TIF Plan and Project, the TIF District, and the TIF Ordinances.

S. The foregoing Recitals are incorporated herein and made a part of this Agreement.

Section 2. Definitions; Rules of Construction.

A. Definitions. Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

“Building:” The five (5) story structure containing at least 8,840 square feet of ground floor commercial space, at least 107 dwelling units, and at least 272 structured vehicle parking spaces, including at least 136 ground level structured public parking spaces owned and controlled by the Village, to be constructed on the Subject Property, including, without limitation, indoor and outdoor improvements, amenities, and infrastructure all as depicted on the Development Plans.

“Building Code:” Title 4, entitled “Building Regulations,” of the Village Code of the Village of Glen Ellyn, including all local amendments, as amended.

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“Corporate Authorities:” The Village President and Board of Trustees of the Village of Glen Ellyn.

“Development Plans:” Those certain development plans for the Subject Property consisting of the following documents:

“Floor Plans:” First Floor Plan, Option A; Second Floor Plan, Option B, Third Floor Plan; and Fourth and Fifth Floor Plan, consisting of a total of 4 pages, all of which were prepared by Fitzgerald and Associates, and last revised on November 19, 2018;

“Site Plan:” Site Plan, Option A; and Site Plan, Option B, consisting of a total of 2 pages, all of which were prepared by Fitzgerald and Associates, and last revised on November 19, 2018;

“Elevations:” South and East Exterior Elevation; North and West Exterior Elevation; and Rendering and Street Elevation, consisting of a total of 3 pages, all of which were prepared by Fitzgerald and Associates, and last revised on November 19, 2018;

“Preliminary Landscaping Plan:” Landscape Plan for Ground Floor; and Landscape Plan for Third Floor, consisting of a total of 2 pages, all of which were prepared by David R. McCallum Associates, Inc., and last revised on November 19, 2018;

“Preliminary Engineering Plan:” Preliminary Grading Plan; and Preliminary Utilities Plan, consisting of a total of 2 pages, all of which were prepared by Manhard Consulting, Ltd., and last revised on November 19, 2018; and

“Preliminary Plat of Subdivision:” Plat of Consolidation, consisting of a total of 2 pages, all of which were prepared by Manhard Consulting, Ltd., and last revised on September 26, 2018.

copies of which are attached respectively as **Exhibits E1 through E6** to this Agreement.

“Developer Property:” The property depicted and legally described in **Exhibits A and B**.

“Escrow Agent:” Chicago Title Insurance Company.

“Force Majeure:” Strikes, lockouts, acts of God, damage due to fire or other casualty, or other factors beyond a party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Subject Property. In no event shall increased costs or other financial considerations be considered a force majeure event.

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“Person:” Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above.

“Public Improvements:” All of the public improvements, infrastructure, and facilities necessary or proposed to serve the Subject Property including, without limitation, all of the right-of-way improvements on Main Street, Hillside Avenue, and Glenwood Avenue adjacent to the Subject Property, the Public Parking Area, and all of the water, sanitary and storm sewer improvements depicted on the Preliminary/Final Engineering Plans. The Public Improvements are more specifically set forth on the list attached to this Agreement as **Exhibit F**.

“Public Parking Area:” All parking spaces, drive aisles, and accessways to and from the parking spaces and rights of way adjacent to the Subject Property located on the Building’s ground floor, containing at least 136 parking spaces intended for use by the general public.

“Purchase and Sale Agreement:” That certain purchase and sale agreement by and between the Developer and the Village for the purchase and conveyance of title to the Village Property from the Village to the Developer, dated November 12, 2018, and approved by the Corporate Authorities pursuant to Ordinance Number 6640, and all subsequent amendments thereto.

“Reports:” Those certain documents analyzing environmental conditions present on the Village Property consisting of the following documents: 1) Report prepared by Testing Service Corporation for the Village dated March 23, 1994; 2) Phase 1 Environmental Site Assessment, Project Number 00026-00, prepared by Deuchler Environmental, Inc. for the Village and dated June 28, 2000; 3) Soil Assessment, Project Number 00026-00, prepared by Deuchler Environmental, Inc. for the Village and dated November 6, 2001; and 4) Limited Subsurface Assessment, Project Number 00026-00, prepared by Deuchler Environmental, Inc. for the Village and dated January 28, 2002.

“Requirements of Law:” All applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, as amended.

“Subdivision Code:” Title 11, entitled “Subdivision Regulations Code,” of the Village Code of the Village of Glen Ellyn, as amended.

“Subject Property:” The real property legally described and depicted on **Exhibits A, B, C, and D**.

“Substantial Completion” or “Substantially Complete:” Refers to the point that (1) the Developer’s construction of the Development has received all final inspections, (2) the Developer has obtained all final approvals for the public and private improvements (subject to any maintenance guaranty obligations), and (3) the Developer is able to apply for and obtain valid, binding, and full certificates of occupancy, or otherwise close-out of the Developer’s building-permit.

“SSA Law:” The Special Service Area Tax Law, 35 ILCS 200/27, *et seq.*

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“Village Attorney:” The Village Attorney of the Village of Glen Ellyn.

“Village Code:” The Village of Glen Ellyn Village Code, as amended.

“Village Manager:” The Village Manager of the Village of Glen Ellyn.

“Village Property:” The property depicted and legally described in **Exhibits C and D**.

“Zoning Administrator:” The Planning and Development Director of the Village of Glen Ellyn.

“Zoning Code:” Title 10, entitled “Zoning Code,” of the Village of Glen Ellyn Village Code, as amended.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.
2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

Section 3. Acquisition of Village-Owned Property.

A. Village Property. The Village agrees to convey title to the Village Property to the Developer, or its nominee, and Developer agrees to take title from the Village, within thirty (30) days after the occurrence of all of the following:

1. The Parties’ satisfaction of closing conditions in the Purchase and Sale Agreement;
2. Developer providing the Village proof of financing sufficient to Substantially Complete the Development in accordance with this Agreement Section 8;
3. The Developer has applied for and the Village has approved ordinances granting all zoning approvals necessary to construct the Development in

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its entirety, including, without limitation, ordinances approving the “Final Development Plans,” as that term is defined in this Agreement Section 4;

4. The Developer has provided the Village with the Performance Security as set forth in this Agreement Section 10; and
5. The deed conveying title to the Village Property shall contain the Right of Reverter in favor of the Village, as set forth in this Agreement Section 14(B).

If the above conditions are not satisfied within 120 days after the Effective Date and is not the result of any fault or delay caused by the Village, and such unsatisfied conditions are not satisfied thereafter within thirty (30) days after written notice from the Village to the Developer, the Village, in its sole discretion, shall have authority to terminate this Agreement and the Purchase and Sale Agreement, and all of the Parties’ rights and obligations thereunder. Notwithstanding the foregoing, it shall be the Developer’s obligation to satisfy the conditions of Section 3(A)(3) in accordance with this Section’s timeframe, and the Developer’s failure to do so shall in no case constitute fault by or delay caused by the Village. This Agreement, the Purchase and Sale Agreement, and all of the Parties’ rights and obligations thereunder shall terminate, regardless of fault, delay, or other excuse, 180 days after the Effective Date if the conditions of this Section 3(A) are not satisfied.

B. Alley Property. The Village is currently evaluating the extent of its ownership interest, if any, in an alley located north of the Subject Property, as depicted on **Exhibit G** (the “**Alley**”). Within thirty (30) days of the Village determining that it believes it has free and clear title to the Alley, or securing the same from the owners of the 3 properties adjoining the Alley (the “**Adjoining Owners**”), the Village shall notify the Developer of the same, and the Village agrees to convey any title that the Village possesses in the southern 3 feet of the Alley to the Developer in exchange for ten (\$10.00) dollars. Upon receiving the Village’s notice sent pursuant to this Section, the Developer shall prepare and submit to the Village a completed application to vacate the Alley’s southern 3 feet and all accompanying documents deemed necessary by the Zoning Administrator. The Developer shall be solely responsible for complying with all Requirements of Law associated with its Alley vacation request. The Village may, in its sole discretion, reserve any easement rights in the portion of the Alley being vacated that the Village determines are necessary to serve the Village’s interests. If the Village conveys title to the Alley in accordance with this Section 3(B), the Developer agrees, as part of and concurrent with Developer’s construction of the Development, to pave the Alley in accordance with the Village Code and pursuant to plans approved by the Zoning Administrator. Developer’s Alley paving shall constitute a Public Improvement and shall be subject to the same inspection, approval, acceptance, and other requirements imposed by this Agreement. Should the Village determine that it does not possess free and clear title to the Alley and deliver notice to the Developer stating the same, the Village shall have no duty or obligations to the Developer or any other Person under this Section 3(B).

Section 4. Zoning and Entitlements Approvals.

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A. Zoning and Entitlements Ordinance. Immediately after approval of the ordinance approving this Agreement, the Corporate Authorities will adopt ordinances, in substantially the same form as **Exhibit H**, in accordance with the requirements of Village Code that grant: 1) a special use permit for a planned unit development on the Subject Property, including a preliminary planned unit development plat; and 2) all variances or Zoning Code deviations requested by the Developer and necessary to construct the Development on the Subject Property.

B. Final Development Plans. Developer shall use its best efforts to obtain the Village's approval of the final planned unit development plat, final engineering plan, final landscape plan, final building elevations, and all other final plans reasonably deemed necessary by the Village to Substantially Complete and operate the Development, in its entirety (collectively the "**Final Development Plans**") by no later than 120 days after the Effective Date. Upon Developer reasonably determining that Village approval of the Final Development Plans may not be obtained within the timeframe set forth in this Section, the Developer shall promptly provide written notice to the Village detailing all reasons for any such delay, the steps the Developer is taking to cure the delay, and the anticipated duration of the delay. The Developer shall be responsible for submitting all applications for approval of the Final Development Plans on Village forms, and providing all information and plans deemed necessary by the Zoning Administrator. The Final Development Plans shall substantially conform to the Development Plans.

C. Permitted and Prohibited Uses; Individual Use Special Use. Any use that requires approval of a special use permit shall be responsible for obtaining approval of such special use in accordance with the Zoning Code. The following uses shall be prohibited on the Subject Property: drycleaners, interior decorating establishments, printing establishments, shoe repair establishments, tobacco shops / vape stores, day care facilities, and adult day care facilities.

D. Recordation of Zoning Ordinances. Upon approval of this Agreement and Developer satisfying the conditions set forth in Agreement Section 3, the Village will promptly cause the ordinances to be recorded against the Subject Property with the DuPage County Recorder of Deeds.

Section 5. Development of the Subject Property.

A. General Restrictions. Subject to the particular terms for development set forth in Section 5(D) of this Agreement, Developer's development of the Subject Property, except for minor alterations approved by the Village Manager, shall be pursuant to and in accordance with the following:

1. This Agreement.
2. The Final Development Plans.
3. The Zoning Code.
4. The Subdivision Code.

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5. The Building Code.
6. The other Requirements of Law.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

B. Public Utility and Storm Water Easements. The Developer will grant utility easements to the Village and other governmental bodies and utility services over, on, and across the Subject Property for the purposes of making repairs, maintaining, installing and servicing utilities, and providing public and emergency services.

C. Utility Location and Relocation. The Developer will, at its sole cost and subject to the Village's approval, relocate all existing utilities through and around the Subject Property as needed to accommodate the Development. Any utilities relocated or constructed by the Developer or otherwise associated with the Development shall be located underground. When proposing utility relocation, the Developer will exercise its best efforts to coordinate with the Village and all other governmental bodies and utility services providing utility service to or through the Subject Property.

D. Particular Terms for Development. Notwithstanding any use or development right that may be applicable or available to the Subject Property pursuant to the Zoning Code or any other Requirement of Law, the Subject Property shall be used and developed, subject to the provisions in this Subsection 5(D), as follows:

1. The Development shall contain at least 107 multi-family dwelling units all accessible by elevator service.
2. The Development shall contain at least 272 vehicle parking spaces located in a parking deck structure, including at least 136 public ground level parking spaces owned and controlled by the Village.
3. The Development shall contain at least 8,840 square feet of ground floor commercial space.
4. The Development will include a ground floor bicycle storage area of sufficient size to accommodate bicycles from the Development's residents, a pet washing and grooming area, a pool, a fitness facility, and comparable amenities traditionally found in luxury multi-family developments located in municipalities in the Chicago Metropolitan Statistical Area that have a comparable or greater household income as compared to the Village.
5. The Development will be staffed and managed by a full time professional management company with experience managing multi-family and mixed

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use developments that command comparable or higher rents and are located in the Chicago Metropolitan Statistical Area.

6. The Building shall be constructed as depicted in the approved Final Development Plans, and the Developer shall be solely responsible for ensuring that Development complies with all Requirements of Law.
7. The Building's exterior façade shall be constructed of the materials set forth in the approved Final Development Plans.
8. The Development shall include new, modern streetscape along the Main Street, Hillside Avenue, and Glenwood Avenue public rights of way adjacent to the Subject Property. All streetscape improvements, including, without limitation, pavers, light standards, benches, and materials, shall substantially conform to the Village's Streetscape Improvement Design, which the Village anticipates adopting in 2019, and Developer shall be solely responsible for the cost of installing and constructing such streetscape improvements.

E. Damage to Public Property. The provisions of this Section 5(E) shall apply during development of the Subject Property and construction of the Development. The Developer will maintain all streets, sidewalks, and other public property adjacent to the Subject Property in a good and clean condition. Further, the Developer will promptly, but in no event less than once daily, clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, and will repair any damage to public property that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer. In the event the Developer fails to maintain all streets, sidewalks, and other public property in accordance with this Section, and the Village provides the Developer notice of the same, the Developer shall clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property deposited by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, within twelve (12) hours of receiving the Village's notice. If the Developer neglects to clean, or undertake with due diligence to clean, the affected public property, then the Village will be entitled to clean, either with its own forces or with contract forces, the affected public property and to recover from the Developer costs or charges reasonably incurred by the Village to perform the cleaning.

F. Changes to the Planned Unit Development (PUD), including the Development Plans. All changes to the Development Plans and the Final Development Plans shall be processed in accordance with Zoning Code.

G. Demolition. Developer shall be responsible, at its own cost, for demolishing and removing all improvements, structures, buildings, and appurtenances located above or below grade on the Subject Property, subject to all Requirements of Law and Village-issued permits.

H. Construction Type. The Buildings shall be constructed pursuant to and in accordance with the Building Code.

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I. Issuance of Building Permits. The Developer may seek issuance of multiple building permits with respect to the construction of the Development. If requested by Developer, the Village shall, subject to applicable Village Code provisions, grant a building permit for the construction of a Building foundation to facilitate timely commencement of construction, subject to the terms of this Agreement. The Village will not unreasonably withhold issuance of any complete and properly filed application for a building permit, provided all permit review comments have been addressed to the Zoning Administrator's satisfaction.

J. Issuance of Occupancy Permits. Upon the Developer's request, the Zoning Administrator may issue a temporary occupancy permit, as may be appropriate, for the Building upon Substantial Completion of an entire floor of residential units, commercial units, or parking spaces.

K. Public Parking Area.

1. Construction and Division. The Developer will install and construct not less than 136 public parking spaces on the Building's ground floor, as depicted on the Final Development Plans (the "**Public Parking Area**"), which, as of the date of Substantial Completion, will have been improved at a cost of approximately \$3.143 million dollars based upon the Final Development Plans. The Parties' acknowledge that the Public Parking Area is a Public Improvement that is intended to serve the general public. Upon Substantial Completion of the Development, Developer will, at its sole cost, transfer to the Village's ownership and control the Public Parking Area at a cost of ten (\$10.00) in accordance with Section 5(K)(3). The Public Parking Area will also be subject a declaration of covenants, conditions, and restrictions agreement, reciprocal operating and easement agreement, or comparable agreement(s) (collectively, the "**OEA Agreement**") governing the inter-related operation, maintenance and use of the Public Parking Area and the Development, and all of which shall be in form and substance acceptable to the Developer, Village and Village Attorney. At a minimum, the OEA Agreement shall contain the following provisions:

- a) Developer shall maintain, operate, repair, remove and replace, at Developer's sole cost, all walls, ceilings, joists, building systems, pillars, drains, utilities, infrastructure, and support structures (collectively "Building Structures, Supports and Systems") located in, around, above, and below the Public Parking Area, and all such activities conducted involving the Building Structures, Supports and Systems pursuant to the OEA Agreement shall be in accordance with the Village Code and other Requirements of Law.
- b) Developer shall not engage in any action or inaction, or allow or permit any of the same to occur, that unreasonably interferes with the

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Village's rights, use, and enjoyment of the Public Parking Area or the surrounding roadways including, without limitation, installing gates or other access-restricting features, limiting access to the Public Parking Area by the public or emergency services, or interfering with the Village's operation of the Public Parking Area.

- c) Developer shall allow the Village to install, at the Village's cost, reasonable signage and related appurtenances concerning or related to the Public Parking Area, including, without limitation, signs detailing the number of available parking space and vehicle access restriction measures.
- d) Developer shall comply with all ordinances, rules, and regulations adopted by the Village governing, relating to, or applicable to the Public Parking Area, including, without limitation, its use.
- e) Developer shall cooperate and assist Village in complying with all Freedom of Information Act requests associated with the Public Parking Area.
- f) Developer shall carry insurance in form and substance acceptable to the Village Attorney.
- g) Developer shall indemnify and hold the Village harmless for activities arising out of or related to the Developer's portion of the Building and Village shall indemnify and hold the Developer harmless for activities arising out of or related to the Public Parking Area.
- h) The OEA Agreement shall include the right of the Village and Developer, as the case may be, to engage in self-help in the event of a material breach of the OEA Agreement that either the Developer, or Village, has not remedied after receiving reasonable notice from the other party that such a breach exists, and the breaching party shall be liable for all costs the non-breaching party reasonably incurs while engaged in self-help.
- i) The OEA Agreement shall be recorded against the Subject Property, run with the land, and be binding on the Parties' successors and assigns.
- j) The OEA Agreement shall contain such other easement rights, and interrelated operation, maintenance, use, insurance and indemnity obligations relating to the Subject Property and the Developer's use of the Building and Village's use of the Public Parking Area as mutually acceptable to the Village and Developer.

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2. Village Use. Upon the Village's issuance of a temporary certificate of occupancy for the Public Parking Area, or any portion thereof, the Village shall have the right, free of charge, to utilize the Public Parking Area for Village purposes, including, without limitation, public parking, regardless of whether the Developer has conveyed ownership of the Public Parking Area to the Village in accordance with Section 5 (K)(1). By no later than December 31, 2019, the Developer shall deliver the Public Parking Area in a condition sufficient to receive a temporary certificate of occupancy in accordance with the Village Code.
3. Conveyance. Upon Substantial Completion of the Development, or in the event of Developer uncured event of default, the Developer shall, subject to and in accordance with the provisions of Agreement Sections 6(D) and 6(E), convey to the Village ownership and title to the Public Parking Area and appurtenances in exchange for ten (\$10.00) dollars. Before conveying ownership of the Public Parking Area to the Village, the Developer shall ensure and demonstrate in writing, to the Village's satisfaction, that title to the Public Parking Area is free and clear of all liens, encumbrances, or any other form of indebtedness. The deed conveying ownership and title to the Public Parking Area shall be in a form and substance approved by the Village Attorney. Developer's failure to deliver title to the Public Parking Area in accordance with this Section shall constitute a default under this Agreement. The closing shall occur at the Escrow Agent's offices. It is agreed and understood that certain portions of the Village Property contain environmental conditions as set forth in the Reports ("**Existing Conditions**"), and the Developer has received and reviewed copies of the Reports. The Developer has agreed to encapsulate the Village Property in accordance with the Development Plans to remediate the Existing Conditions. Upon Developer's conveyance to the Village of ownership and title to the Public Parking Area and appurtenances in accordance with this Agreement, the Developer shall have no liability in connection with the Existing Conditions on the Village Property.
4. Future Conversion. In the event that i) the Developer desires to convert residential dwelling units in the Building to owner occupied condominium units, or ii) the Developer desires to convert commercial units in the Building to owner occupied condominium units, the Developer will promptly prepare and record a declaration of covenants ("Declaration") in the Office of the DuPage County Recorder, in form and substance reasonably acceptable to the Village Attorney, against the Subject Property. In the event that the Developer designates "common elements" on the Subject Property, as that term is defined in the Condominium Property Act, 765 ILCS 605/1, *et seq.*, the Developer will issue a new plat of subdivision designating the common elements and/or common areas, which plat of subdivision will be submitted for review and approval in accordance with the Subdivision Code. The Declaration must be approved

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by the Corporate Authorities prior to becoming effective and prior to recording. The Declaration must contain the following provisions:

- a) The membership in the owners' association will be mandatory for each and every owner, and successive owner on the Subject Property.
- b) The owners' association will own, and will be responsible for the continuity, care, conservation, maintenance and operation, in a first-rate condition, and in accordance with predetermined standards, of the common elements and common areas, including without limitation all equipment, appurtenances, and perimeter fencing located on or within the common elements and common areas and the cost of power required for the affected equipment and appurtenances (collectively "**Common Areas**").
- c) The owners' association will be responsible for casualty and liability insurance for the Common Areas, and the Village shall be named as an additional insured on all policies of liability insurance obtained by the owners' association.
- d) The owner of each unit located on the Subject Property or the owners' association, as applicable, will be responsible for real estate taxes for the common elements and common areas, however, the Village shall not be responsible for paying any real estate taxes attributable to the Common Areas.
- e) The owner of each unit located on the Subject Property will pay their pro rata share of all costs and expenses incurred by the owners' association by means of an assessment to be levied by the owners' association that meets the requirements for becoming a lien on the Subject Property in accordance with the statutes of the State of Illinois.
- f) The owners' association will have the right to adjust the assessment to meet changed needs except any assessment imposed by the Village. The membership vote required to authorize an adjustment shall not be fixed at more than 51% of the members voting on the issue.
- g) The owners' association will be created and established prior to the sale of any portion of the Subject Property, excluding the Developer's conveyance of the Public Parking Area to the Village.
- h) The Village, as well as the owners of any unit located on the Subject Property, will have the right to enforce the Declaration.
- i) The Village will have the right, but not the obligation, after thirty (30) days written notice to the owners' association, (i) to perform any maintenance or repair work that, in the reasonable opinion of the

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Village, the owners' association has neglected to perform on the Common Areas affecting the Public Parking Area ("**Village Repair Work**"), (ii) to assess the membership for their pro rata share of the Village Repair Work, (iii) to file a lien against the Subject Property of the owners' association or the property of any member failing to pay the pro rata share of the Village Repair Work and (iv) and to enforce the lien in the manner provided by law for mortgage foreclosure proceedings.

- j) The Declaration will run with and bind any and all portions of the Subject Property, and shall be binding on the Developer, and its successors in interest, to all portions of the Subject Property; provided, however, that the Declaration may provide for its amendment, modification, or termination at any time upon obtaining the prior consent of the Village to said amendment, modification, or termination.

Section 6. Public Improvements.

A. Developer Duty to Construct Public Improvements. The Developer will construct and install all of Public Improvements identified on **Exhibit F** (collectively, the "**Public Improvements**"), including, without limitation, the Public Parking Area, streetscape improvements compliant with the Village's approved Streetscape Improvement Design, and located in the Main Street, Hillside Avenue, and Glenwood Avenue rights of way adjacent to the Subject Property, including, without limitation, parkway trees, sidewalk paving, decorative pavers, seating areas, and street lighting, as depicted in the Final Development Plans.

B. Standards Applicable to Public Improvements.

1. General Standards. The Developer will construct all Public Improvements pursuant to, and in accordance with, the Final Development Plans and the Subdivision Code, and to the reasonable satisfaction of the Zoning Administrator. All work performed on the Public Improvements will be conducted in a good and workmanlike manner and in accordance with this Agreement. All materials used for construction of the Public Improvements will be new and of first-rate quality.
2. Contract Terms; Prosecution of the Work. The Developer and all of its contractors will prosecute the work diligently, in full compliance with, and as required by or pursuant to, this Agreement, until the work is properly completed.
3. Village Inspections and Approvals. During the course of construction of the Public Improvements, Village inspectors will have the full right, permission, and authority to inspect and approve all work on the Public Improvements with reasonable notice to the Developer. Developer shall

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be responsible for contacting the Village to schedule all inspections required by the Village Code.

4. Other Approvals. If the construction and installation of any Public Improvement requires the consent, permission, or approval of any Person, then the Developer will take all steps required to obtain the required consent, permission, or approval. No work requiring the consent, permission, or approval of any Person will commence without that prior consent, permission, or approval.

C. Closure of Sidewalk and Right-of-Way. The Developer shall be entitled to close the Main Street, Hillside Avenue, and Glenwood Avenue sidewalks immediately adjacent to the Subject Property and use said area for Developer's purposes during the course of construction, subject to the Village's approval of a traffic control plan that provides adequate protection and direction to pedestrians and vehicles. Developer and the Village shall cooperate and schedule any sidewalk closures or partial closures as may be necessary and appropriate to complete any improvements located within the right-of-way. Developer will be responsible, at Developer's sole cost, for repairing any damage or injury to the Main Street, Hillside Avenue, and Glenwood Avenue rights of way, and any other public property or rights of way, in compliance with the Village Code.

D. Final Inspections and Approvals. When the Developer determines that a Public Improvement has been properly completed, the Developer shall request final inspection, approval, and, as appropriate, acceptance of the Public Improvement by the Village. The notice and request shall be given sufficiently in advance to allow the Village time to inspect the Public Improvement and to prepare a punch list of items requiring repair or correction and to allow the Developer time to make all required repairs and corrections prior to the scheduled completion date. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. Subject to the provisions of Subsection 6(E), the Village shall not be required to approve or accept any Public Improvement until all of the Public Improvements, including without limitation all punch list items, have been fully and properly completed.

E. Dedication and Acceptance of Specified Public Improvements. The Developer shall dedicate to the Village and the Village shall accept from the Developer the Public Improvements identified in **Exhibit F**. The Public Parking Area shall be conveyed to the Village in accordance with Section 5(K), but shall otherwise be subject to all provisions of Section 6, including, without limitation, Village inspections, approval, and confirmation that title to the Public Parking Area is free and clear of all liens, claims, and other encumbrances. Nothing whatsoever shall constitute an acceptance by the Village of any Public Improvement except express written acceptance by the Village in compliance with the requirements of the Subdivision Code. Prior to acceptance of any Public Improvement to be accepted by the Village, the Developer shall execute, or cause to be executed, a lien waiver and bill of sale to transfer ownership of the Public Improvement to, and to evidence ownership of the Public Improvement by, the Village, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Village. The Developer shall provide all documents requested by the Village demonstrating clear title to the Public Improvements, including, without limitation, title insurance updates, invoices, financing statements, checking account statements, sworn

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contractors' statements, construction contracts, lien waivers, and such other documents requested by the Village demonstrating the actual costs incurred in connection with the Public Improvements. The documents transferring ownership of any Public Improvement to, and to evidence ownership of the Public Improvement by, the Village shall be reasonably acceptable in form and substance to the Village Attorney. Notwithstanding the foregoing, said documentation shall not impose any warranty or other burden on Developer associated with the dedication of the Public Improvement except as expressly set forth in this Agreement or the Subdivision Code. Developer shall, simultaneously, grant, or cause to be granted, to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village.

F. Developer's Guaranty and Maintenance of Public Improvements. The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Public Improvements that occur or become evident within one (1) year after approval and any required acceptance of the Public Improvements by the Village pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during the one-year period, then the Developer shall, after twenty (20) days' prior written notice from the Village, diligently commence to correct it or cause it to be corrected. In the event any Public Improvement is repaired or replaced pursuant to the demand of the Village, the Guaranty provided by this Section 6(F) shall be extended, as to the repair or replacement, for one (1) full year from the date of completion of the repair or replacement.

G. Commencement and Completion of Construction. Developer shall commence work on the Development not later than September 30, 2019 ("**Commencement Date**"). Construction of the Development shall begin, proceed, be Substantially Completed, and made ready for inspection, approval, and any required acceptance by the Village, in accordance with the schedule attached to this Agreement as **Exhibit I ("Construction Schedule")**. Developer will pursue diligently, continuously, and in full compliance with this Agreement, Substantial Completion of all construction, as required in, or permitted by, Sections 5 and 6 of this Agreement.

H. Village Remedy for Failure to Complete Construction. If the Developer fails to comply with the Construction Schedule, or any portion thereof, the Developer will, subject to any right to cure granted to Developer and Developer's Lender in Subsection 6(I) of this Agreement, upon written request by the Village, promptly remove any partially constructed or partially completed buildings, structures, or improvements from the Village Property. If the Developer fails or refuses to remove the partially constructed or partially completed buildings, structures, or improvements from the Village Property, the Village will have, and is hereby granted, in addition to all other rights and remedies afforded to the Village in this Agreement and by law, the right, at its option, to complete the Development, in whole or in part, or demolish and remove any of the partially constructed or partially completed buildings, structures, or improvements from the Village Property, and the Village will have the right to charge the Developer an amount sufficient to defray the entire cost of such completion, in whole or in part, demolition and removal, including without limitation legal and administrative costs.

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I. Developer and Lender Notice and Right to Cure for Failure to Complete Construction. In the event Developer fails to materially comply with the Construction Schedule, or any portion thereof, but excluding delays attributable to Force Majeure, the Village will provide written default notice to Developer and to Developer's Lender, as that term is defined in Section 8(A). The default notice will specify the basis of the default. Developer and Developer's Lender will have a period of sixty (60) days from the date of the default notice to cure the default so that Substantial Completion of the Development can occur in accordance with the Construction Schedule. The Developer or the Developer's Lender may request a hearing before the Corporate Authorities to request additional time to Substantially Complete the Development. In the event Developer or Developer's Lender requests a hearing, the Corporate Authorities will reasonably consider, in light of prior investment in the Subject Property and the current financial ability of the Developer or Developer's Lender, a proposal from Developer or Developer's Lender that sets forth a reasonable revised schedule for Substantial Completion of the Development. The Village will reasonably cooperate with the Developer or the Developer's Lender to ensure that Substantial Completion of construction may be achieved within any schedule agreed to by the Village and the Developer and/or Developer's Lender.

J. Survival of Public Improvements Obligation. The Public Improvement obligations set forth in this Section 6 shall survive the expiration of this Agreement; provided, however, upon completion of the Public Improvements, acceptance thereof by the Village, and conclusion of any guaranty period under Agreement Subsection 6(F), Developer's obligations under this Section 6 shall be satisfied.

Section 7. Construction Traffic and Parking; Streets; Construction Trailer.

A. Construction Traffic and Parking; Streets.

1. Designated Traffic Routes. The Village may, from time to time, designate routes of access to the Subject Property for construction traffic to protect pedestrians, including, without limitation, traffic associated with the schools located in the Subject Property's vicinity, and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not unduly hinder or obstruct efficient access to the Subject Property for construction traffic. The Developer shall keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards and shall repair all damage caused by the construction traffic.
2. Parking. All construction vehicles, including, without limitation, passenger vehicles and construction equipment, shall be parked within the Subject Property or in areas approved by the Village.

B. Construction Trailer. The Village shall permit the Developer to use the Subject Property or other property as approved by the Zoning Administrator for the purpose of siting one (1) construction trailer. Trailer shall be in a location approved by the Zoning Administrator and subject to any conditions deemed reasonably necessary by the Zoning Administrator, including, without limitation, conditions governing site security, fencing, surface materials, restoration, and

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operations. No trailer shall be sited on the Subject Property prior to the Developer acquiring title to the Village Property in accordance with Section 3, and no trailer may be located on the Subject Property after the date of issuance of any temporary occupancy permit for the Subject Property.

Section 8. Development Financing and Monitoring

A. **Developer Financing.** Within ninety (90) days of the Effective Date, the Developer shall secure a binding financing commitment necessary to Substantially Complete the Development, including, without limitation, a loan commitment from a lender. The Developer's financing commitments shall be sufficient to cover the equity and debt financing in the amounts set forth in **Exhibit J**. As a pre-condition of the Village issuing any permit for the Development, the Developer shall provide evidence of project financing acceptable to the Village, in the Village's reasonable discretion, and provide the Village with the contact name, mailing address, phone number, and e-mail address for the Developer's lender or lenders (collectively, "**Developer's Lender**"). The Village may unilaterally terminate this Agreement and all of the Parties' obligations hereunder if the Developer fails to provide evidence of Development financing and assurances that are acceptable to the Village within the timeframes set forth in this Section.

B. **Village Incentives.** Based upon the Developer's representation of the need for assistance, and provided the Developer fulfills its obligations in this Agreement and under the Act, the Village will provide the following assistance to facilitate the Development:

1. \$1,799,990.00 (the "**TIF Parking Incentive**"), which the Village shall provide by reducing the purchase price of the Village Property from \$1,800,000.00 to \$10.00.
2. \$800,000.00 (the "**Additional TIF Incentive**"), which the Village shall pay only from incremental property tax revenue generated by the Subject Property during this Agreement's term ("**IPT Revenue**"). The following terms shall govern the Additional TIF Incentive:
 - a) Developer may apply to receive no more than \$160,000.00 of Additional TIF Incentive in any single calendar year.
 - b) Developer shall submit with each request for Additional TIF Incentive a Certificate of Reimbursable Project Costs, in a form substantially consistent with **Exhibit K**, certifying that costs incurred by the Developer in connection with the Development have been incurred and are reimbursable under the Act ("**Reimbursable Project Costs**"). Each Certificate of Reimbursable Project Costs shall be accompanied by documentation supporting the requested reimbursement, including, without limitation, sworn statements, title insurance updates, lien waivers, invoices, financing statements, receipts, checking account statements, canceled checks, payroll records, project expenditure

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summaries, and all other documentation reasonably deemed necessary by the Village Manager.

- c) Developer may only be reimbursed for costs eligible for reimbursement under the Act and this Agreement and supported by a Certificate of Reimbursable Project Costs, including all supporting documentation reasonably deemed necessary by the Village Manager to verify compliance with the Act and this Agreement. Any material inaccuracy, false statement, misrepresentation, or false representation made by the Developer within a Certificate of Reimbursable Project Costs or within documentation accompanying a Certificate of TIF Reimbursable Project Costs shall constitute a breach of this Agreement.
- d) The Village shall pay Additional TIF Incentive within forty five (45) days of the following: i) the Village's annual receipt of the second installment of property taxes from DuPage County; ii) the Village's approval of the Developer's Certificate of Reimbursable Project Costs; and iii) the Village confirming that sufficient IPT Revenue exists to pay the Developer's Additional TIF Incentive request.
- e) The Additional TIF Incentive will be payable only from the IPT Revenue and from no other source. There will be no recourse against the Village's general fund or other Village revenues and no effect on the Village's ability to issue debt in the future. Upon this Agreement's voluntary or involuntary termination, any unpaid amount due to Developer from Village shall be forgiven in full.

C. TIF Parking Incentive and TIF Additional Incentive Clawback; Lien.

- 1. If the Subject Property or Development is abandoned for any consecutive ninety (90) day period, the Developer will pay back in full, upon fifteen (15) business days' written demand from the Village, the TIF Parking Incentive and any TIF Additional Incentive previously paid by the Village.
- 2. If the Developer fails for any reason whatsoever to Substantially Complete the Development in accordance with this Agreement, the Developer will pay back in full, upon fifteen (15) business days' written demand from the Village, the TIF Parking Incentive and any TIF Additional Incentive previously paid by the Village.

Notwithstanding the foregoing, in the event of the occurrence of a Developer default as set forth in Section (8)(C)(1) or (2) above, Developer shall have the option to re-convey the Village Property and any portion of the Alley to which the Developer holds title back to the Village, free and clear of any liens or encumbrances, in lieu of the obligation to repay the TIF Parking Incentive. However, after Developer default as set forth in Section (8)(C)(1) or (2), the

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Developer shall pay back any Additional TIF Incentive previously paid by the Village, regardless of Developer's election to either pay back the TIF Parking Incentive or re-convey property back to the Village.

D. Open Book Development. Attached hereto as **Exhibit L** is the Developer's good faith estimate of the overall costs of the Development (the "**Budget**"). The Developer acknowledges that the amount of the TIF Incentive is based upon the Budget. The Development shall be an "open book" project, and the Developer will provide the Village full access, upon the Village providing reasonable notice, to all portions of the Development. During business hours and at the office of the Developer, the Developer shall make available for review by the Village and its agents the books and records relating to the Developer's costs with respect to the Development to enable the Village to verify the Development's costs, including, but not limited to, the Developer's, general contractor's, and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts, invoices, and all other information reasonably requested by the Village. These records shall be available for inspection, audit and examination. The Village agrees to keep all financial information of the Developer confidential, except to the extent required for compliance with any applicable law, rule or regulation. The foregoing Village review and audit rights shall terminate upon the voluntary or involuntary termination of this Agreement.

Within ten (10) days of Village's written request, the Developer shall provide the Village with written assurances that the Development is proceeding in accordance with the Construction Schedule and the Budget, including, without limitation, copies of all lien notices, adequate assurance of Developer's good faith attempts to resolve any dispute implicating the Construction Schedule or Budget, and proof of any security instruments that have been posted. In addition, at all relevant times hereto, the Village retains during normal business hours the right to inspect the Subject Property for the purposes of determining Developer's progress.

E. Progress Meetings. Developer shall at all times have an individual designated as the Village's primary point of contact for matters pertaining to this Agreement. Upon written request of the Village, Developer shall meet on a monthly basis with the Village Manager, or his designee, and other Village staff as appropriate, to provide a comprehensive progress report on the Development. Appropriate Development team personnel shall attend the meeting on behalf of Developer and the Village, and the Developer shall provide information regarding the status of construction and occupancy, pending permit requests, and other logistical information deemed necessary by the Village.

F. Property Taxes and Valuation. Developer shall timely pay when due all property taxes associated with or relating to the Subject Property. Developer shall not petition to reduce the assessed value of the Subject Property, appeal the applicable property tax rate, seek any real estate tax exemption, or otherwise pursue a reduction in any real property tax owed during this Agreement's term. The Developer's failure to comply with this Section shall constitute a default under this Agreement and cause Developer to forfeit any TIF Incentive, in addition to all other rights and remedies available to the Village under this Agreement, at law, or in equity.

G. Payments to Taxing Districts. The Developer shall be solely responsible for paying any and all costs and fees owed to or claimed by any taxing district pursuant to Act

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Sections 74.4-3(q)(7.5) or (7.7). The Village shall provide the Developer with notice of any payment due pursuant to this Section, and Developer shall tender full payment to the Village within 15 days of receiving the Village's notice. Upon receiving Developer's payment pursuant to this Section, the Village shall deliver such payment to the appropriate taxing district. Developer's failure to comply with the terms of this Section shall constitute a default under this Agreement.

Section 9. Fees, Dedications, Donations, and Contributions.

A. Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, the Developer shall pay to the Village, after presentation of a written demand or demands for payment, all reasonable legal, engineering, and landscape architect fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the development of the Subject Property, including, without limitation, all reasonable legal fees incurred by the Adjoining Owners associated with the Village securing free and clear title to the Alley, but only to the extent that the Village obtains free and clear title to the Alley. Payment of all fees, costs, and expenses for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement, shall be made by a certified or cashier's check contemporaneous with the execution of this Agreement by the Village. Further, the Developer agrees that it will continue to be liable for and to pay, immediately after presentation of a written demand or demands for payment, the fees, costs and expenses, as required pursuant to the Village Code, this Agreement, or the Village's Reimbursement of Fees Agreement for the Development, and incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by the Developer during the term of this Agreement in connection with the use and development of the Subject Property. Further, the Developer agrees that it shall be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

B. Fees to the Village and Others. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Developer will pay to the Village or other entity from whom an invoice is received, all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, contributions, impact fees, and all other fees, charges, and contributions pursuant to the Requirements of Law, including, without limitation, all DuPage County fees and Village impact fees.

C. Dedications, Donations, and Contributions to Others. As required by the Village Code, the Developer will make Developer donations to the school district, park district, library, and any other authority with jurisdiction over the Subject Property, which amount shall not exceed \$180,000.00. The Village may withhold issuing a certificate of occupancy for the Development until the Developer has made all payments required by this Section 9(C).

Section 10. Performance Security.

A. Performance Security. As security to the Village for the performance by the Developer of the Developer's obligations (1) to construct and Substantially Complete the

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Development, including, without the limitation, the Public Improvements, pursuant to and in accordance with this Agreement, (2) to pay all Village costs, fees, and charges due from the Developer pursuant to this Agreement, (3) to maintain and repair streets, sidewalks, and other public property pursuant to this Agreement, and (4) to otherwise faithfully perform its undertakings pursuant to this Agreement and the Requirements of Law, the Developer shall, within thirty (30) days of the Effective Date and prior to the issuance of any building permit for the Subject Property, deposit with the Village Manager a cash deposit or letter of credit ("**Performance Security**"), in a form approved by the Village Attorney, and in an amount equal to 125% of the Zoning Administrator's Approved Cost Estimate for the Public Improvements portion of the Development, including Public Parking Area costs. In lieu of including Public Parking Area costs in the Performance Security, Developer may provide a security instrument in a form approved by the Village Attorney, which security instrument shall be in an amount equal to 125% of the cost of the Public Parking Area, as set forth in the Zoning Administrator's Approved Cost Estimate for the Public Improvements portion of the Development ("**Alternate Performance Security**"). For the purposes of this Agreement, any Alternate Performance Security approved by the Village Attorney shall be considered to be part of the Performance Security, and all provisions of this Agreement addressing, referencing, relating to, or pertaining to the Performance Security shall also apply to the Alternate Performance Security. In the event the Village Attorney does not approve the Alternate Performance Security, Developer agrees to deposit with the Village Manager a cash deposit or letter of credit, in a form approved by the Village Attorney, and in an amount equal to 125% of the cost of constructing the Public Parking Area, as set forth on the Zoning Administrator's Approved Cost Estimate for Public Improvements. Any such cash deposit or letter of credit shall be considered to be part of the Performance Security for this Agreement's purposes. The Performance Security shall be maintained and renewed by the Developer, and shall be held in escrow by the Village. The Developer may apply to the Village to reduce the Performance Security in accordance with the Subdivision Code.

B. Guaranty Security. Immediately prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement, the Developer shall post a new cash deposit or letter of credit, in a form approved by the Village Attorney, and in the amount of 10% percent of the actual total cost of the Public Improvements, as security for the performance of the Developer's obligations under this Agreement ("**Guaranty Security**"). The Guaranty Security shall be held by the Village in escrow until the last to occur of (i) the date that is the end of the one-year guaranty period set forth in this Agreement or (ii) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw on the Guaranty Security by reason of the Developer's failure to fulfill its obligations under this Agreement, then the Developer shall within ten (10) days thereafter cause the Guaranty Security to be increased to its full original amount.

C. Costs. The Developer shall bear the full cost of securing and maintaining the Performance Security and the Guaranty Security.

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D. Form of Security Instruments.

The Performance Security and the Guaranty Security shall be in the form attached as **Exhibit M**, as approved by the Village Attorney. All security instruments and each shall be from an institution (i) acceptable to the Village, (ii) licensed in the State of Illinois, and either (iii) having capital resources of at least Fifty Million Dollars (\$50,000,000) or (iv) having an AM Best rating of at least A-. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed except after presentation by the Developer of proper contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village may reasonably request to demonstrate satisfactory completion of the Public Improvement in question and full payment of all contractors, subcontractors, and material suppliers. The Guaranty Security shall not be reduced by reason of any cost incurred by the Developer to satisfy its obligations under this Agreement.

E. Replenishment of Security. If at any time the Village reasonably determines that i) the funds remaining in the Performance Security are not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements, or ii) the funds remaining in the Guaranty Security are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten (10) days after a demand by the Village, the Developer shall increase the amount of the cash deposit or security instrument to an amount reasonably determined by the Village Manager to be sufficient to pay the unpaid costs of correcting defects and deficiencies.

F. Replacement of Security. If at any time the Village reasonably determines that the institution issuing the Performance Security or the Guaranty Security is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate letter of credit at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Developer provide replacement security instruments from a financial institution or surety satisfactory to the Village. The replacement security instrument shall be deposited with the Village not later than ten (10) days after the demand. After deposit of the replacement security instrument, the Village shall surrender the original security instrument to the Developer.

G. Use of Funds in the Event of Breach of Agreement. If the Developer fails or refuses to complete the Development in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Public Improvements as required by Section 6 of this Agreement, or fails or refuses to restore property in accordance with a demand made pursuant to Section 6 of this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, and such default is not cured within thirty (30) days after written notice to the Developer, then the Village may, in its sole and absolute discretion, draw on any cash deposit or letter of credit according to the specific terms set forth in the security instrument and use the funds according to the terms of the surety.

H. Village Lien Rights. If any money or other consideration due from the Developer to the Village pursuant to this Agreement is not either recovered from the cash deposit or letter of credit required in this Section 10 or paid or conveyed to the Village by the Developer within

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ten (10) days after a demand for payment or conveyance, then the money, together with interest at the rate of 9% per annum, and costs of collection, including reasonable legal fees and administrative expenses, shall become a lien on the Subject Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including reasonable legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Subject Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Subject Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Subject Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

I. Developer's Assistance in the Event of Breach of Agreement. In the event the Village exercises its rights under the Performance Security or the Guaranty Security, then the Developer will cooperate with the Village's efforts to collect funds under the either such security instrument for completion of the improvements according to the terms of this Agreement.

J. Survival of Performance Security and Guaranty Security Obligations. The Performance Security and Guaranty Security obligations set forth in this Section 10 shall survive the expiration of this Agreement; provided, however, upon completion of the Public Improvements, acceptance thereof by the Village and conclusion of any guaranty period under Subsection 6(F) of this Agreement, Developer's Guaranty Security obligations under this Section 10 shall be satisfied.

Section 11. Liability, Indemnity of Village, and Insurance.

A. Village Review. The Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries to Developer that may be sustained as the result of the Village's review and approval of any plans for the Development, the Subject Property, or the Public Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the Development or use of the Subject Property or the Public Improvements, and that the Village's review and approval of those plans and the Public Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

B. Village Procedure. The Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval of this Agreement on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developer agrees to hold harmless and indemnify the Village, the Corporate Authorities, the Village Plan Commission, the Village Zoning Board of Appeals, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the Village's review and approval of any plans for the Subject Property, the

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Development, or the Public Improvements; (ii) the issuance of any approval, permit, or certificate; (iii) the Developer's Construction of the Development; or (iv) this Agreement.

D. Defense Expense. The Village shall provide the Developer written notice of any claim for which the Village may seek indemnification or to be held harmless within ten (10) days of obtaining notice of a claim. The Developer shall have the right to hire counsel of its choosing, with consent of the Village, and to control defense of any claim or to settle any claim provided that the Village shall have the right to participate in the defense and settlement of the claim. The Village shall provide Developer timely notice of any defense to a claim so as to avoid prejudice. Failure of the Village to tender timely notice or defense of a claim shall waive any obligation of Developer to indemnify, defend, and hold harmless the Village. In the event that the Village retains defense of any claim the Developer shall, and does hereby agree to, pay all expenses, including without limitation all reasonable legal fees, incurred by the Village in defending itself with regard to any and all of the claims referenced in Section 11(C) of this Agreement, provided that Developer shall have the right to participate in said defense and approval of any settlement of a claim.

E. Insurance.

1. Liability Insurance Prior to Completion. Prior to issuance of a building permit, Developer shall procure and deliver evidence of such policies to the Village, at Developer's cost and expense, and shall maintain in full force and effect through completion of construction of the Development, a policy or policies naming the Village of Glen Ellyn, together with its officers, agents, employees, contractors, attorneys, and engineers as additional primary, non-contributory named insureds. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village, and any insurance carried by the Village for like risks shall be secondary and in excess of the insurance required hereby. All policies shall be written on a "per occurrence" basis. The Developer shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any Person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Developer's negligence in the performance of services under this Agreement. Developer's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Developer shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Developer to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order, in addition to all other remedies available at law or in equity, until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a

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waiver of the requirement to provide one. The limits of liability for the insurance required by this Subsection shall not be less than the following:

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	\$1,000,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:

Commercial General Liability	\$2,000,000 (each occurrence)
Bodily Injury	\$2,000,000 (each person)
	\$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)
Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$7,500,000 (each occurrence)
	\$7,500,000 (aggregate)

2. Developer's Risk Prior to Completion. Prior to Substantial Completion of the Development, Developer shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Development (including on-site stored materials), all as to work by Developer. Such insurance policies shall be issued by companies satisfactory to the Village. Such policies shall contain a provision that the same will not be canceled or materially amended without prior written notice to the Village.
3. Developer's Ongoing Obligations. Throughout this Agreement's term, the Developer shall maintain in full force and effect insurance, in a form and amount approved by the Village Attorney, sufficient to cover the replacement cost of the Development in the event the Development is destroyed in whole or in part. The Developer shall be obligated to use the insurance proceeds to reconstruct the Public Parking Area and make it habitable again, consistent with the Final Development Plans.

Section 12. Nature, Survival, and Transfer of Obligations. All obligations assumed by the Developer under this Agreement shall be binding on the Developer individually, on any and all of the Developer's successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Subject Property, excluding the Village's ownership or control of the Public Parking Area. To assure that the Developer's successors, and

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assigns, and successor owners of all or any portion of the Subject Property have notice of this Agreement and the obligations created by it, the Developer shall:

- A. Deposit with the Village Clerk, contemporaneously with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the Recorder of DuPage County; and
- B. Notify the Village in writing at least thirty (30) days prior to any date after which the Developer transfers a legal or beneficial interest in any portion of the Subject Property to any Person not a party to this Agreement; and
- C. Incorporate, by reference, this Agreement into any and property sales contracts entered into for the sale of all or any portion of the Subject Property to a Person not a party to this Agreement; and
- D. Require, prior to the transfer of all or any portion of the Subject Property, or any legal or equitable interest in the Subject Property to any Person not a party to this Agreement, the transferee to execute an enforceable written agreement, in substantially the form attached to this Agreement as **Exhibit N**, agreeing to be bound by this Agreement ("**Transferee Assumption Agreement**"), and to provide the Village, after request, with reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require;

Provided, however, that the requirements stated in the four preceding clauses shall not apply to any lease for a portion of the Subject Property irrespective of the status of Substantial Completion. The Village agrees that after a successor becoming bound to the personal obligation created in the manner provided in this Agreement and providing the financial assurances required in this Section 12, the individual liability of the Developer shall be released to the extent of the transferee's assumption of liability. The failure of the Developer to provide the Village with a fully executed copy of a Transferee Assumption Agreement with the transferee's proposed assurances of financial capability before completing the transfer shall result in the Developer remaining fully liable for all of the Developer's obligations under this Agreement but shall not relieve the transferee of its liability for those obligations as a successor to the Developer.

Section 13. Term. Except as stated in this Section 13, this Agreement shall run with and bind the Subject Property until January 1, 2037, unless such term is extended by mutual agreement of the Parties, and shall inure to the benefit of and be enforceable by the Developer and the Village, and any of their respective legal representatives, heirs, successors, and assigns. Sections 4(C), 5(K)(4), and 11 (C) and (D) will survive the term set forth in this Section 13 and shall run and bind the Subject Property in perpetuity, and shall inure to the benefit of and be enforceable by the Developer and the Village, and any of their respective legal representatives, heirs, successors, and assigns. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or

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common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants, known or unknown, of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

Section 14. Enforcement.

A. Remedies. Each Party to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement; except to the extent that the Village has committed fraud, exhibited willful or wanton disregard to the right of Developer or the terms of this Agreement, or otherwise acted in bad-faith or in a manner to intentionally prevent Developer from performing under the terms of this Agreement. In addition to every other remedy permitted by law or in equity for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of building permits, certificates of occupancy for any and buildings and structures within the Subject Property, and/or any TIF Incentive or other monies authorized by this Agreement at any time the Developer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section 14, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. Failure to Remedy After Notice – Reconveyance. Subject to the provisions of subsection 6(H) and 6(I), in the event Developer fails to cure or obtain the Village's approval of a revised Construction Schedule within the time set forth therein and neither the Surety nor Developer's Lender commence reasonable remedial measures that are satisfactory to and approved by the Village Manager in writing within forty-five (45) days after receiving written notice from the Village demanding reconveyance of the Village Property, the Village may, in its sole discretion and without further notice to Developer or Developer's Lender, direct the Escrow Agent to record a warranty deed conveying title to the Village Property and any portion of the Alley to which the Developer then holds to the Village, and Village may immediately thereafter take title and possession of the Village Property and any improvements located thereon, and the Developer shall immediately surrender the Village Property and all improvements located thereon to the Village. The Village's rights under this Section 14(B) are in addition to all other rights and remedies available to the Village at law, in equity, or in contract.

Section 15. General Provisions.

A. 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

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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 (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 15(A), 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
ATTN: Village Manager
535 Duane Street
Glen Ellyn, IL 60137
Fax: 630.469.8849
Email: mfranz@glenellyn.org

With a copy to:

Village of Glen Ellyn
ATTN: Village Attorney
535 Duane Street
Glen Ellyn, IL 60137
Fax: 630.469.8849
Email: gjones@ancelglink.com

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

GSP Development, LLC
ATTN: Lawrence Debb
55 E. Monroe Street, Suite 3950,
Chicago, Illinois 60603
Fax: _____
Email: ldebb@gspdevelopment.com

With a copy to:

Brown & Brown, P.C.
ATTN: Kenneth H. Brown
600 Central Avenue, Suite 325
Highland Park, Illinois 60035
Fax: 847-433-6735

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Email: khb@brownbrownlaw.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. The Parties shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of a Party to exercise at any time any right granted to the Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right, except as otherwise set forth herein.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for disputes arising from or related to this Agreement, the Development, or the Subject Property shall be in the Illinois Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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J. Exhibits. **Exhibits A through N** attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all Requirements of Law.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

M. Compliance with Laws. Developer agrees to comply with all Requirements of Law when performing any task associated with this Agreement or the Development, including, without limitation, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* (the “**Wage Act**”). To the extent that the Wage Act applies, the Developer agrees to pay and require every contractor and subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with the Act. The Developer shall prominently post the current schedule of prevailing wages at the Subject Property and shall notify immediately in writing all of its contractors and subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Developer due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Developer and not at the expense of the Village. The Developer agrees to indemnify and hold harmless the Village from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Requirements of Law, including, without limitation, the Wage Act, by the Developer and its agents, contractors, employees, successors, and assigns.

N. Disclosures. Upon the Village’s request, Developer will provide a list of all entities owning a greater than one percent (1%) interest in Developer. Developer will update this information at the request of the Village. Based in part on the information provided by Developer and in part on information from the Village’s independent investigation, the Village will affirm that its Corporate Authorities, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village have or will comply with the disclosure and conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the Act, and the Illinois Governmental Ethics Act (5 ILCS 420).

O. Authority to Execute. The Village hereby warrants and represents to the Developer that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Subject Property as set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Subject Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Subject Property are subject.

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P. Standard of Performance. Developer's performance pursuant to this Agreement shall exhibit the same level of care, competence, judgment, and diligence that is reasonably expected of a real estate development firm in the Chicago Metropolitan Statistical Area that has experience which developments that are equally and more complex than the Development. The Development shall be constructed in a good and workmanlike manner and in compliance with (a) all Village ordinances, rules, and regulations; and (b) this Agreement. All improvements associated with the Development or the Subject Property shall be new and of the best grade of their respective kinds for their intended purpose.

Q. No Third Party Beneficiaries. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

R. Recording. After the Developer has paid to the Village the amounts due pursuant to Section 9 of this Agreement and the Developer has paid to the Village an amount sufficient to cover the cost of recording this Agreement, all necessary ordinances, plats, and other instruments, the Village shall promptly cause this Agreement to be recorded in the office of the Recorder of DuPage County.

S. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

T. Freedom of Information Act. Developer agrees to maintain, without charge, all records and documents concerning or relating to this Agreement, the Subject Property, the Development, and the Village in accordance with the Freedom of Information Act ("**FOIA**") 5 ILCS 140/1, *et seq.* Upon the Village's request, the Developer shall produce all records requested by the Village within the timeframe requested by the Village, and if additional time is needed to compile the requested records, the Developer shall promptly notify the Village. In the event that either party is found to have not complied with FOIA due to the other party's failure to produce documents or otherwise appropriately respond to a request under the Act, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties

U. Force Majeure. Whenever any performance that is required hereunder shall be delayed at any time by Force Majeure, then the party excused from performance shall be excused from performance: 1) only after delivery of notice to the other party, which notice shall identify the nature of the Force Majeure event and the anticipated duration of the delay due to the Force Majeure event; 2) only during the duration of the Force Majeure event; and 3) only so long as the party whose performance is impaired continues to take reasonable steps to mitigate the effect of the Force Majeure Event and to substantially perform despite the occurrence of the Force Majeure Event.

V. Default Cure Period. Notwithstanding any other provision to the contrary, Developer shall have the right to cure: (i) any monetary default within ten (10) days after written

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notice and (ii) any other covenant, condition or obligation under this Agreement (“non-monetary default”) within thirty (30) days after written notice, or such longer period of time as the Parties mutually agree is reasonably necessary to cure the non-monetary default, if Developer has commenced the cure within such thirty (30) days and is diligently pursuing the same to completion.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

GSP DEVELOPMENT, LLC, an Illinois
limited liability company

By: _____
Its: _____

ATTEST:

VILLAGE OF GLEN ELLYN, an Illinois
municipal corporation

John Chereskin, Village Clerk

Diane McGinley, Village President

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1.18.19**ACKNOWLEDGEMENT**

STATE OF ILLINOIS)
) SS.
 COUNTY OF DUPAGE)

This instrument was acknowledged before me on _____, 2019,
 by **DIANE MCGINLEY**, the President of the **VILLAGE OF GLEN ELLYN**, an Illinois
 municipal corporation, and by **JOHN CHERESKIN**, the Village Clerk of said municipal
 corporation.

 Signature of Notary

SEAL

My Commission expires:

STATE OF ILLINOIS)
) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me on
 _____ 2019, by Lawrence Debb the manager of **GSP DEVELOPMENT,**
LLC, an Illinois limited liability company, as his free and voluntary act in his capacities as
 manager of said company for the uses and purposes herein.

 Signature of Notary

SEAL

My Commission expires:

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Exhibit List

- A. Developer Property depiction
- B. Developer Property legal description
- C. Village Property depiction
- D. Village Property legal description
- E1 – E6. Development Plans
- F. Public Improvements
- G. Alley depiction
- H. Zoning Ordinance
- I. Construction Schedule
- J. Financing exhibit
- K. Certificate of Reimbursable Project Costs
- L. Budget
- M. Irrevocable Standby Letter of Credit
- N. Transferee assumption agreement

4852-6070-8736, v. 1



Apex 400 – Frequently Asked Questions

Background

Question: Where is the Apex 400 project located?

Answer: The proposed project is located at the northwest corner of Main Street and Hillside Avenue and would encompass the former Giesche Shoe site and the Village owned parking lot at 418 - 424 N. Main Street, along with the portion of the lot that extends to Glenwood Avenue.

Question: What do the long range Village plans show as an appropriate use of this site?

Answer: The Main Street parking lot is one of the key opportunity sites identified in the 2001 Comprehensive Plan and the 2009 Downtown Strategic Plan. Both plans recommend mixed use commercial and residential development of the Main Street parking lot portion of the site. While neither of these plans incorporate the Giesche property into their recommendation, the property was not available when the abovementioned long-range plans were drafted.

The market study conducted as part of the 2009 Downtown Strategic Plan recommends that the Village add a minimum of 450 new dwelling units to the downtown to support the existing businesses and increase the vitality of the central business district. The 2013 Streetscape and Parking Study also recommends that the Village partner with a developer to construct a parking garage in the downtown through a public private partnership, rather than constructing a stand-alone garage, to maximize the Village's opportunities and reduce Village construction costs. The study identified the Main Street parking lot as one of three preferred sites to incorporate a parking structure as part of a private development on the south side of the tracks. The proposed project would meet these and a number of other goals outlined in the Village's various long term plans.

Question: How long has this current site been vacant?

Answer: The Giesche Shoe store closed in 2014, leading to a vacant site for the last four years. Since that time, four prospective developments have been proposed for the site. Other than the current proposal, none of the prior projects proceeded past the conceptual stage.

Question: What are the current commercial vacancy percentages in the downtown?

Answer: The total vacancy for downtown street level commercial space in 2018 was 14.92 percent. However, with proposed developments at both the McChesney and Giesche properties, that would bring the vacancy percentage in the downtown to 4.51 percent.





Question: What type of public outreach was conducted surrounding this project?

Answer: In May 2018, the Glen Ellyn Plan Commission conducted a pre-application meeting. This public meeting was open to residents and businesses to attend. Even though pre-application meetings are not required to be noticed to the public, property owners within 350 feet of the site were notified of the meeting. Notifications of the pre-application meeting were also included in the Village's e-newsletter, social media channels, website and downtown electronic sign. The Village also collaborated with the Chamber of Commerce and the Downtown Alliance to share the notice with their members. The meeting offered an opportunity to provide feedback prior to formal submittals to the Village.

Information on the public hearing (originally scheduled for December 6, 2018 and rescheduled for Monday, January 7, 2019) was publicized in a number of avenues including the public notice printed in Daily Herald newspaper, press releases to the media, as well as again through the Village's social media channels, e-newsletter and downtown electronic sign. The Village mailed notice to taxpayers of record within 350 feet of the property and placed a Public Hearing sign on the property. In addition, the Village worked closely with the Chamber of Commerce and the Downtown Alliance to communicate all meetings and information to the business community.

Residential & Commercial Components of Project

Question: What does the residential component of the project entail?

Answer: This is a transit oriented development which includes 107 luxury apartment units on the second through fifth floors. Transit oriented developments (TOD's) are common in many suburban downtowns due to proximity to train stations and convenient businesses. Units will include studio to two bedroom luxury apartment with expected rents ranging from \$1,770 to \$3,326 per month. The developer has the ability to convert one bedroom units to two bedroom units if demand is higher for larger units. The units are being constructed to allow conversion to condos units if necessary in the future. The building will feature several common spaces including a rooftop pool, barbeque area, party room (with a shared kitchen), fitness and yoga room, conference rooms and a golf simulator.

Question: What is the commercial component of this development?

Answer: The project will provide 8,844 square feet of first floor commercial space. The new commercial space that would be included in this development would add commercial space meeting today's commercial tenant expectations, in addition to meeting the current standards for building and fire safety codes. This new commercial space would potentially invite new uses to locate downtown.



Parking

Question: How much parking will the Village gain with the addition of this project?

Answer: Currently, the Main Street parking lot includes 80 spaces available for public use, in addition to the 42 parking spaces for permit parking only. The new development will include 137 public parking spaces on the first floor of the parking structure. With the Village not anticipating any permit parking usage in the new structure at the outset, it will add a total of 57 public parking spaces for additional use. The current 42 permit spaces in the Main Street lot have already been relocated to other lots.

Question: How long will the parking structure at this location be under construction?

Answer: Once construction begins, the developer anticipates completing the structure within eight months to be available for public usage. In the meantime, the Village is working on a short-term parking plan to accommodate downtown customer parking needs.

Question: Is the Village selling the Main Street parking lot land to the developer?

Answer: While the developer will own the property during the construction of the parking garage and building, once complete, the Village will resume ownership of the first floor parking garage which will include the 137 public parking spaces.

Question: How will the public be able access the first floor public parking?

Answer: There will be three access points for public parking, including entrances off of Main Street, Hillside Avenue and Glenwood Avenue. This is an increase over the two existing access/entry points to the Village surface parking lot. Residential access to the second floor of parking would only be accessible from Hillside Avenue.

Question: Why is the Village not requesting additional public parking to be provided?

Answer: In this particular location (in the C5A zoning district), the developer is not required to provide parking for the commercial or residential components of the project. However, the Village has requested that the existing public parking be replaced and that parking be provided for the residents of the development.

Environmental and Safety

Question: Has a traffic analysis been performed to identify the impact of increased traffic from the proposed development?

Answer: Yes, a traffic impact study was conducted. It is expected that the traffic generated by the development will be low with approximately 38 vehicles entering the site and 31 vehicles leaving the site during the busiest traffic hour. The Village's traffic consultant agrees with the findings of the traffic impact study submitted by the developer's consultant, that the existing roadway network is adequate to accommodate the additional traffic expected to be generated



by the development. While delays would continue to be experienced when gates are down for train activity, vehicular traffic delays at intersections are projected to increase by only a few seconds following the completion of the development.

Question: How is the building height in comparison to others in the downtown?

Answer: Although there are several two to three story buildings adjacent to the site, at heights of 36 to 51 feet, what would be permitted on the site would be a four story building. As part of the approval for the planned unit development, the developer is seeking a deviation from the height limitation to allow a five story building. The proposed development will be 65 feet at its highest points (at the corners due to architectural features), however, much of the project will be 58 feet. There are several apartment developments on the periphery of the downtown core that are 5 to 7 stories tall.

Question: Will sunlight be diminished on the street as a result of the development?

Answer: A computer generated sun study was conducted by the developer. The sun study shows what time of day Main Street will be in complete shadow with a 45 foot building (permitted height) versus a 65 foot building (proposed height). The proposed building as opposed to a permitted height building one-story shorter, would reduce sunlight on Main Street by 30-40 minutes in the evening, depending upon the season.

Financials

Question: How much is the Developer expecting to invest and what is the financial impact to the Village of Glen Ellyn?

Answer: The Developer is projected to spend \$39M on this project and is seeking \$800K total over five years in TIF incentives in addition to the Main Street Parking lot, valued at \$1.845M. The project is projected to generate \$8.652M over the life of the TIF. The project would grow the EAV and benefit all taxing districts once the TIF expires. The Village's consultant has vetted the developers proforma and believes there estimated return on costs of 6.71% are reasonable given that market return on cost benchmarks are 7% or near 7%.