



Agenda
Village of Glen Ellyn
Regular Workshop Meeting
Monday, February 16, 2015
7:00 PM
Glen Ellyn Civic Center, Room 301

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 Harold Kolze, 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. Roll Call

C. Pledge of Allegiance

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 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, address and the group they are representing prior to addressing the Village Board.

E. Proposed False Alarm Permit Discussion: (Chief Norton)

1. Police Chief Phil Norton will lead the discussion regarding the proposed false alarm regulation.

F. Proposed Ordinance Regarding the Sale of Municipal Property for Development Projects Discussion: (Village Attorney Mathews)

1. Village Attorney Greg Mathews will lead the discussion regarding the proposed ordinance for the sale of municipal property for development projects.

G. Capital Project Funding Discussion: (Finance Director Coyle)

1. Finance Director Christina Coyle will lead the discussion regarding capital project funding options.

H. Other Items

I. Adjournment



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

Meeting: 02/16/15 07:00 PM
Department: Police
Department Head: Phil Norton
Category: Amendment
Prepared By: Phil Norton

SCHEDULED

ORDINANCE (ID # 1616)

DOC ID: 1616

Police Chief Phil Norton will lead the discussion regarding the proposed false alarm regulation.

Background

On June 8, 2009, the Village amended its Alarm Ordinance (6-6-1) which established an annual registration fee of \$25 along with a restructured false alarm fine scale. Prior to that date, alarm permits required a one-time registration fee of \$5.00. Due to budgetary limitations, we have not implemented the updated alarm registration process or the invoicing for false alarms. To that end, a committee of police staff members, along with Fire Chief Bodony, has worked over the last several months to identify the most cost-effective means to implement alarm systems registration and false alarm invoicing. The result of this study is an improved process that fosters a reduction in false alarms through pro-active responsible alarm management and education, and also generates the financial support to manage the program.

Issues

The committee considered two distinct methods of implementation:

1. Outsourcing through contracted services
2. Purchasing software to manage the system in-house.

After extensive research, the committee evaluated the following four companies:

1. EnablePoint - provides both outsourcing services and software purchase
2. CryWolf - provides both outsourcing services and software purchase
3. Fire Recovery - provides outsourcing services only
4. Dacra - custom software purchase which would interface with our Administrative Hearing system

Throughout its deliberations, the committee considered the costs to purchase, support alarm system software and personnel expense to manage the system. These factors were weighed against the outsourcing services for which there would be no capital outlay by the Village and far less personnel expense. Additionally, with the selection of an outsourcing provider, the Village will realize reduced revenue. A detailed analysis of the companies' false alarm billing offerings is included as an attachment.

Recommendation

Based upon our research, we recommend that the Village of Glen Ellyn contract with EnablePoint Systems, a Michigan-based company that provides professional outsourcing services for alarm systems registration, false alarm record management and invoicing. The committee believes that EnablePoint Systems offers the best overall solution from an outsourcing software product perspective as well as the most favorable revenue generation for both alarm permits and false alarm invoices. Moreover, EnablePoint Systems would allow us to transition to in-house alarm

registration and billing at the end of the contract period, if desirable. Another significant factor in this decision was the anticipated volume of alarm billing for both the Police Department and Fire Company and EnablePoint has the most favorable fee scale structure for a municipality of our size.

The following list highlights EnablePoint's outsourcing contractual services:

1. Provide online alarm permit registration through a link on our Village website as well as collect paper registrations which will be scanned and sent to the Police Department.
2. Perform the first line of email and telephone support for registration and false alarm billing questions.
3. Market the alarm registration permit process utilizing low cost Village media outlets.
4. Provide the Police Department and Fire Company access to their Webfab software which contains several reporting tools.
5. Send out all false alarm billing notification and invoices to those premises that experience alarm activations separately for both the Police Department and Fire Company.

The Police Department will be responsible for the following activities:

1. Processing of the fees collected for both the permit registrations and the false alarm invoices.
2. Sending the false alarm incident files from the Motorola CAD system.
3. Providing additional customer support and establishing an Administrative Hearing date if requested.
4. Sending EnablePoint their revenue share of the fees collected by the 15th of every month.
5. Determining the percentage of the total alarm invoice receipts at the end of the year for the Police Department and the Fire Company and invoicing the Fire Company for their proportional amount.

The Fire Company will be responsible for the following activities:

1. Processing of the fees collected for the fire false alarm invoices.
2. Sending the fire false alarm incident files from the Firehouse Records system.
3. Providing additional customer support.

The EnablePoint outsourcing contract expires on December 31, 2016. Prior to this expiration date, the committee plans to analyze the value of continuing with outsourcing the alarm processing services or possibly purchasing the EnablePoint software and bringing the registration and invoicing in-house. At that point, we anticipate that the Village of Glen Ellyn businesses and residents would be very familiar with the alarm permitting and false alarm processes so it would be a very seamless transition if that is the recommended decision.

Attached with this memorandum is the following supporting documentation:

1. EnablePoint Contract dated February 15, 2015 (Village Attorney Greg Mathews has reviewed and approved the contract.)
2. Chart comparing the features/functions and costs for the software purchase vendors analyzed (Cry Wolf, Dacra and EnablePoint)

3. Chart contrasting the revenue projections for the outsourcing vendors analyzed (Fire Recovery, Cry Wolf and EnablePoint)
4. Charts summarizing the 2013 and 2014 actual alarms activations with the revenue projections based upon the current ordinance changes.
5. Chapter 6 Police/Fire Alarm Systems Ordinance with markups.
6. Chapter 6 Police/Fire Alarm Systems Ordinance draft final copy.

Action Requested

For discussion at the Village Board Workshop on February 16, 2015.

Ordinance (ID # 1616)

Meeting of February 16, 2015

ATTACHMENTS:

- Proposed Ordinance Re False Alarm Regulation (PDF)
- MPS_GLEN_ELLYN_v5 (PDF)
- Software Vendor Purchase Comparisons (XLS)
- Outsourcing Vendor Cost Comparisons (XLS)
- 2013 and 2014 Alarm Activation Data Analysis (XLS)
- Chapter 6 False Alarm Revised 012215 (DOCX)
- Alarm ordinance final to Board 2-9-15 (RTF)

ORDINANCE NO. _____ - VC

AN ORDINANCE TO AMEND CHAPTER 6
(POLICE/FIRE ALARM SYSTEMS)
OF THE VILLAGE CODE OF THE
VILLAGE OF GLEN ELLYN, ILLINOIS

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

SECTION ONE: Chapter 6 (POLICE/FIRE ALARM SYSTEMS) of the Glen Ellyn Village Code is hereby deleted in its entirety and replaced with the following:

6-6-1: PURPOSE:

The purpose of this chapter is to define and prevent burglar/hold-up and fire false alarms through education and pro-active responsible alarm management. This chapter establishes regulations and controls for the various types of privately owned police and fire alarm devices designed to summon either service to any location in response to a signal, whether the signal is visual, audible, transmitted, telephoned, radioed, or otherwise relayed, directly or indirectly, to the Police Department or Fire Company. These controls include an annual alarm permit registration as well as the establishment of fees for the punishment of violations of provisions of this chapter. (Ord. 2827, 10-25-1982)

6-6-2: DEFINITIONS:

ALARM SYSTEM: Any signaling device which sends visual and/or audible signals, whether that signal is visually displayed or audibly sounded in or on the premises where the alarm is located or transmitted over a signal line to be registered by indicators at a monitor panel in a receiving terminal of the Police Department or Fire Company, and/or alarm answering company's receiving location.

ALARM USER: Any person on whose commercial or residential premises an alarm system is maintained within the Village, except for alarm systems on motor vehicles or contained within proprietary systems which have the control system located within the premises, and under the supervision of, and monitored by, the proprietor of the protected premises.

GEPD and GEVFC: Glen Ellyn Police Department and Glen Ellyn Volunteer Fire Company, respectively.

AUTOMATIC PROTECTION DEVICE: An instrument which automatically sends a visual and/or audible alarm signal directly to the GEPD or GEVFC over regular public telephone lines upon detection of a fire, unauthorized intrusion, and/or medical emergency.

CALENDAR YEAR: The period commencing on January 1 and ending on December 31 of each year.

FALSE ALARM: The activation of an alarm system through electrical or mechanical failure, malfunction, improper installation, or negligence of the owner or lessee of an alarm system or of his employees or agents. "False alarm" does not include alarm signals activated by violent conditions of nature, telephone line interruptions, acts of God, or other extraordinary circumstances not reasonably subject to control by the alarm user.

6-6-3: AUTOMATIC PROTECTION DEVICES PROHIBITED:

No person shall operate or maintain any automated phone protection device, such as an auto-dialer, which automatically transmits a signal, message or warning directly to the Glen Ellyn Police Department or Glen Ellyn Volunteer Fire Company, or its Public Safety Answering Point (PSAP). (Ord. 2827, 10-25-1982)

6-6-4: PERMIT REQUIRED:

Each person within the village who wishes to install, maintain or operate, in his home, place of business or other premises, an alarm system, calculated to directly or indirectly summon the GEPD or GEVFC, or that is connected directly or indirectly to the GEPD or GEVFC or to an alarm answering company's receiving location, shall obtain an alarm user's permit for any alarm system he wishes to operate. (Ord. 2827, 10-25-1982)

Without regard to the person who is the holder of the license, the person or persons who install, maintain or operate the alarm system, along with the owner of the property where the alarm system has been installed, shall all be subject to the obligations and responsibilities under this chapter, although only one of them shall be required to procure and update the information, which results in the issuance of a permit. (Ord. 5765, 6-8-2009)

6-6-5: RESTRICTIONS ON ALARM SYSTEMS:

The following restrictions shall apply to all alarm systems installed, maintained or operated in the Village or falling within the jurisdictional limits of the GEVFC:

- (A) Each alarm system and any corresponding alarm indicator which terminates at the police/fire department shall be used to report only one specific type of emergency;
- (B) Each alarm system terminating at either the GEPD or GEVFC must include a reversible relay which will indicate whether an alarm indication is due to a transmission line malfunction;
- (C) No person shall conduct any test or demonstration of an alarm system without first obtaining permission from the Police Chief or the Fire Chief, or duly authorized agent, and test or demonstration without prior permission shall be deemed a false alarm;
- (D) Each alarm system terminating at the GEPD or at the GEVFC shall be installed, maintained, or operated with a device which will prevent activation of the alarm signal during the process of turning on and/or off the alarm system; and
- (E) Each alarm system which will include a bell, horn or other noise making device which is mounted on the exterior of a building, or can be heard outside the protected premises must be equipped with an automatic reset device which will reset the alarm system within thirty (30) minutes of an alarm. (Ord. 2827, 10-25-1982)

6-6-6: APPLICATION FOR PERMIT BY ALARM USER:

Permit applications to install, maintain or operate an alarm system shall be filed with the Police Chief (burglar/holdup) or Fire Chief (fire alarm) or via on-line registration on the Village website.

Applications for alarm systems that manage both burglar and fire responses shall be filed with the Police Chief. Each permit application shall be accompanied with a permit fee of twenty-five dollars (\$25.00) and a signed statement of understanding concerning the responsibilities and duties of the alarm user.

After July 1 of any calendar year, when application is made for a new alarm user permit, the applicant shall only be required to pay one-half (1/2) of the annual permit fee. The half-year permit expires December 31 of that same calendar year.

Thereafter, an annual alarm user permit fee of twenty-five dollars (\$25.00) shall be due and payable to the Village of Glen Ellyn on January 1 of each year. The applicant shall be charged double the applicable user permit fee if not paid by February 1 of each calendar year.

The annual alarm user permit fee shall be waived for any unit of local government or school district that makes application for an alarm user permit. (Ord. 5765, 6-8-2009)

6-6-7: PERMIT FORM:

The application for alarm permit shall include the following:

- (A) Names, addresses, telephone numbers, emergency telephone numbers and type of business organization (individual, partnership, corporation) of the alarm user;
- (B) If the alarm user is a partnership, then names, addresses, telephone numbers of the partners;
- (C) If the alarm user is a corporation, then names, addresses, and telephone numbers of the principal officers and the state where incorporated;
- (D) The names, addresses and telephone numbers of key holders to the premises and alarm system who can respond to the alarm location as soon as possible, but not to exceed forty five (45) minutes; and
- (E) The name and address of the alarm installer. (Ord. 2827, 10-25-1982)

6-6-8: PERMIT NONTRANSFERABLE:

Such permit, *whether residential or commercial*, shall not be transferable to any other person and shall be valid only for the particular premises identified in the permit. (Ord. 2827, 10-25-1982)

6-6-9: PERMIT TERM:

A permit issued pursuant to this chapter shall be valid until any one of the following events occurs:

- (A) The person to whom the permit is issued no longer has immediate control of the premises for which the permit is issued;
- (B) The person to whom the permit is issued no longer has immediate control of the business for which the permit was issued;
- (C) The permit is voluntarily relinquished or surrendered to the Police or Fire Chief; or

(D) The permit is revoked in the manner provided for herein. (Ord. 2827, 10-25-1982)

6-6-10: PERMIT NOT WARRANTY:

The issuance of a permit shall in no way constitute a warranty of the alarm system involved and issuance of said permit shall be specifically subject to the village's disclaimer of liability as detailed in section [6-6-16](#) of this chapter and further detailed in 745 Illinois Compiled Statutes 10/2-206 of the local governmental and governmental employees tort immunity act. (Ord. 2827, 10-25-1982)

6-6-11: FALSE ALARMS:

Each permit holder shall be responsible for any false alarm transmitted by the alarm for which the permit is issued and shall have someone present at the alarm location as soon as possible following notification by the Police Department or Fire Company, but not more than forty five (45) minutes after such notification. The Police Chief shall maintain a record of all false burglar/hold-up alarms and the Fire Chief shall maintain a record of all false fire alarms so transmitted and, pursuant to the required notice and opportunity to be heard, may revoke or suspend the permit for the operation of the alarm system involved in the transmission of four (4) false alarms or more in any calendar year or may make reasonable charges therefore. (Ord. 5765, 6-8-2009)

6-6-12: SERVICE CHARGES FOR FALSE ALARMS; EXCEPTIONS:

The alarm permit holder shall not be charged for each of the first three (3) false burglar/hold-up alarms and first three (3) false fire alarms during any calendar year. False alarms in excess of three during any one calendar year shall result in the charge of false alarm fees in accordance with the following schedule:

Four (4) to five (5) false alarms	\$50.00 each
Six (6) to eight (8) false alarms	\$75.00 each
Nine (9) to ten (10) false alarms	\$100.00 each
False alarms in excess of ten (10)	\$200.00 each

"False alarm" does not include alarm signals activated by violent conditions of nature, telephone line interruptions, acts of God, or other extraordinary circumstances not reasonably subject to control by the alarm user.

The number of false fire alarms and false burglar alarms shall be counted and invoiced separately. False burglar alarm fees shall be payable to the Village of Glen Ellyn. False fire alarm fees shall be payable to the Glen Ellyn Volunteer Fire Company.

No charge shall be imposed for false alarms that occur within sixty (60) days after the initial installation of or within thirty (30) days after major alterations or additions to an alarm system. False alarms during the aforementioned time periods shall not count towards the total number of false alarms during any calendar year. (Ord. 5765, 6-8-2009)

6-6-13: CONTESTED SERVICE CHARGE:

Each permit holder challenging a service charge for any false alarm shall be entitled to an administrative hearing in accordance with the provisions of [Title 1, Chapter 11](#) of this code. At an administrative hearing, the alarm user may offer evidence that an alarm activation, for which he is charged, falls within one of the permissible exceptions as described in section [6-6-12](#) of this chapter. Failure to request an administrative hearing within ten (10) days of receipt of the invoice of any false alarm charge shall constitute an admission that the service charge is justified and due to the Village or

Fire Company. (Ord. 5765, 6-8-2009)

6-6-14: REVOCATION OF PERMIT:

The Police Chief or his designated agent may revoke any permit issued pursuant to the provisions of this chapter if he determines that the alarm system under said permit has been installed, maintained, or operated in violation of the provisions of this chapter or any term or condition of said permit. Such violations shall include, but not be limited to:

- (A) Any information on the alarm user's permit application has been found to be false or misleading; or
- (B) The Police Department or Fire Company receives more than four (4) false alarms in any one calendar year; or
- (C) If the permit holder fails to pay any service fee charged to the permit holder within thirty (30) days of issuance of service fee charges; or
- (D) If any alarm activation does not automatically reset in a thirty (30) minute period after activation.

The permit holder shall be given written notice of the pending revocation and provided an opportunity to effect compliance, or acceptable assurances or explanation, within a period of ten (10) days following the issuance of the notice. If such compliance, assurance or explanation is not accomplished or accepted, the permit revocation, unless timely challenged, shall become effective on the date contained in the written notice. (Ord. 2827, 10-25-1982)

6-6-15: CONTESTED REVOCATION:

Each permit holder challenging the revocation of an alarm user's permit shall be entitled to an administrative hearing in accordance with the provisions of [Title 1, Chapter 11](#) of this code. (Ord. 2827, 10-25-1982)

6-6-16: LIABILITY OF THE VILLAGE LIMITED:

In the event that the village deems it necessary to revoke or suspend the alarm user's permit, the village shall incur no liability by such action, whether or not the alarm system is functioning. (Ord. 2827, 10-25-1982)

6-6-17: PENALTIES FOR VIOLATION:

It is a violation of this chapter for any person to:

- (A) Operate an alarm system of the type prohibited by this chapter;
- (B) Operate an alarm system designed to summon the Police or Fire Departments without having a valid alarm user's permit as required by this chapter; or
- (C) Fail to pay any service charge assessed under this chapter.

Each such violation constitutes an offense punishable by a fine from twenty five dollars (\$25.00) to five hundred dollars (\$500.00). Each day that such violation continues shall constitute a separate offense. (Ord. 2827, 10-25-1982)

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

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

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

AYES:

NAYS:

ABSENT:

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

Village President of the Village
of Glen Ellyn, Illinois

ATTEST:

Village Clerk of the Village
of Glen Ellyn, Illinois

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

VILLAGE OF GLEN ELLYN

ORDINANCE NO. _____ -VC

AN ORDINANCE TO AMEND CHAPTER 6
(POLICE/FIRE ALARM SYSTEMS)
OF THE VILLAGE CODE OF THE
VILLAGE OF GLEN ELLYN, ILLINOIS

ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE
VILLAGE OF GLEN ELLYN
DUPAGE COUNTY, ILLINOIS

THIS _____ DAY OF _____, 20____.

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ENABLEPOINT CORPORATION
AND
THE VILLAGE OF GLEN ELLYN IL**

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is entered into on Feb 15, 2015, between the Village of Glen Ellyn, an Illinois Village, with its principal offices at 535 Duane Street, Glen Ellyn, IL, 60137 (the "Village"), and EnablePoint, Inc., a Michigan corporation, with offices at 31157 Plymouth Road, Suite 208, Livonia, Michigan, 48150 ("Contractor" or "EnablePoint").

WHEREAS the Village Police Department processes the alarm system permit applications; generates and sends permits, false alarm notices and invoices; collects payments for both the permits and the false alarm fees; and operates the consumer call center on behalf of the Village's Police Department;

WHEREAS EnablePoint is a full-service developer of software and services for municipal billing, collections and financial applications to provide system development, customization, implementation, maintenance and support services; and

WHEREAS the False Alarm Billing and Tracking Software ("FAB"), Online Alarm Registration System ("OARS") and web-based, read-only FAB software ("WEBFAB") are proprietary of EnablePoint and cannot be used or utilized by another entity unless and otherwise authorized by EnablePoint; and

WHEREAS the Village wishes EnablePoint to process the alarm system permit applications; to generate and send the permit and false alarm notices and invoices; and to operate the consumer call center on behalf of the Village of Glen Ellyn Police Department, with the Village's Office continuing to process the payments; and

WHEREAS EnablePoint is willing to process the alarm system permit applications; to generate and send the permit and false alarm notices, and invoices; and to operate the consumer call center for the Village;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Village and EnablePoint (collectively referred to as the "Parties") agree as follows:

1. **Services.** The Village agrees to retain EnablePoint to process the alarm system permit applications; to generate and send the permit and false alarm notices, and invoices; and to operate the consumer call center on behalf of the Village of Glen Ellyn Police Department as further detailed on the attached Exhibit A "Statement of Work & Scope of Services", (collectively referred to as "Services"); and EnablePoint agrees to perform these activities in accordance with the terms of this Agreement in a professional, satisfactory, and workmanlike manner in accordance with the standards in the trade.

2. **Contract Documents.** The contract documents shall consist of:
 - a. This Agreement
 - b. The “Statement of Work & Scope of Services” (Exhibit A)
 - c. The “Insurance Requirements” (Exhibit B)
3. **Conflicts between Contract Documents.** This Agreement together with the other documents enumerated in Section 2, which are fully a part of this Agreement, form the complete Agreement between the Parties. Any terms or conditions not set forth herein shall not be binding to either party to this Agreement. In the event any provision, in any component part of this Agreement conflicts with any provision of any other component part, the provision of the component part first enumerated in Section 2 shall govern, except as otherwise stated herein. This Agreement or any of its terms or conditions cannot be modified, amended, or waived unless in writing executed by both Parties to this Agreement.
4. **Warranties of EnablePoint.**
 - a. EnablePoint warrants that the quality of services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of Service.
 - b. EnablePoint warrants that it has all the skills, experience, and professional license necessary to perform the Services as specified in this Agreement.
 - c. EnablePoint warrants that it has available, or will engage, at its own expense, sufficient training to provide the Services as specified in this Agreement.
 - d. EnablePoint warrants that it is not, and shall not become overdue or in default to the Village for any Agreement, debt, or any other obligation to the Village, including income, withholding, real or personal property taxes.
 - e. EnablePoint warrants that its proposal for services was made in good faith, it arrived at the cost of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matters relating to such fees with any competitor for the Services; and no attempt has been made or shall be made by EnablePoint to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.
5. **Compensation.** The Village agrees to pay EnablePoint a share of the actual monthly amount collected for alarm permits and false alarm fees (“Revenue”). This percentage shall be 44% (forty-four percent) of the Revenue. Starting on January 1, 2015, and every January 1st thereafter during the term of this Agreement, if the Revenue shares paid to EnablePoint reaches \$9,000.00 (nine thousand dollars) for that January 1st through December 30th period, EnablePoint’s Revenue share shall be reduced to 22% (twenty-two percent) for the rest of the contract year (through December 31st). The Revenue share ratio shall then reset at 44% (forty-four percent) on January 1 of the following year . Payment shall be made no later than the 15th (fifteenth) of each month, and accompany a statement showing the Revenue collected for the month prior. The payments shall start in February, 2015 with the first bill covering the period from the later of January 1st. The payments shall be sent to the address provided for EnablePoint under the Notice section of this Agreement, unless a different address is provided to the Village, in writing, in compliance with the said Notice section.

- a. **License and maintenance fees.** Parties agree that starting on January 1, 2015, EnablePoint will not charge the Village any license or support fees it may otherwise under the terms of any other contract with the Village predating this Agreement, including but not limited to the FAB annual maintenance and support fee. Parties agree that the Village will not receive any credit on such fees so paid. Parties agree that upon termination or the expiration of this Agreement, the software maintenance fee for the FAB system will be invoiced at the same rate as it would be at the time of the execution of this Agreement. If the Village desires continued use of the FAB and OARS and WEBFAB software packages after the lifetime of this Agreement shall require an annual software support and maintenance fee of \$3,000.00 (three thousand Dollars).
 - b. **Payment all inclusive.** Parties also agree that EnablePoint will not charge the Village any fees for use of EnablePoint's current or future proprietary software packages utilized in performance of the Services and the above stated revenue sharing plan will be deemed inclusive of all fees, including, but not limited to maintenance, subscription and licenses, unless stated otherwise under this Section 4.
 - c. **Late payments.** If a Revenue report is not submitted to EnablePoint by the 15th of the month it is otherwise due, EnablePoint will invoice the Village for \$1,500.00 (one thousand five hundred Dollars), which will be used to set-off any payments due to EnablePoint upon receipt of the late Revenue report.
 - d. **Postage.** The Parties agree that the postage costs shall remain the Village's responsibility. EnablePoint shall invoice the Village at the end of each month for postage reimbursement. EnablePoint shall maintain records of actual postage bills for review.
 - e. **Cost of Supplies.** The Parties agree that the Village shall provide an electronically embedded letterhead of the Village with its logo and return address to EnablePoint. EnablePoint shall use this letterhead only in printing the permit and false alarm notices, and invoices. In the event the Village requires the notices and invoices to be printed on a paper that is different than standard quality paper, or send return envelopes different than ink stamped return envelopes, the Village shall provide EnablePoint the supplies needed, or reimburse EnablePoint for the cost of stationery.
6. **Confidentiality.** Any information provided to EnablePoint, including, but not limited to the names and addresses of the alarm system owners, along with the data-files submitted by the Village of Glen Ellyn Police Department to EnablePoint, containing the monthly alarm system data, are property of the Village and shall be treated as confidential (except such information and materials as may be established to be in the public domain) and shall not be disclosed to third parties by EnablePoint or its employees without the Village's prior written approval. EnablePoint shall comply with all reasonable security procedures including without limitation security required for facilities, hardware, and software.
7. **Insurance.** EnablePoint shall procure and maintain during the life of this Agreement, such insurance policies, including those set forth in Exhibit B, as will protect itself and the Village from all claims for bodily injuries, death or property damage which may arise under this Agreement; whether the acts were made by EnablePoint or by any Subcontractor or anyone employed by them directly or indirectly. EnablePoint further agrees to provide the Village with

an insurance certificate verifying that EnablePoint maintains such coverage, naming the Village as an additional named insured party for any damage arising out of the consultant's performance of the services, and requiring that the insurer give the Village 30 days written notice prior to termination of the policy. EnablePoint shall also provide evidence it has provided workers compensation insurance for its employees.

In the case of all contracts involving on-site work, EnablePoint shall provide to the Village, before the commencement of any work under this Agreement, documentation demonstrating it has obtained the policies required by Exhibit B.

8. **Term and Termination.** This Agreement shall commence on February 15, 2015 and continue until December 31, 2016.
 - a. **Automatic Renewal.** The Agreement shall automatically renew for two additional (2) years, unless either party provides the other with written notice at least 60 (sixty) days prior to the then current term's end (i.e. by May 1, 2014 for the July 1, 2014 - June 30, 2016 term, and by May 1, 2016, for the July 1, 2016 – June 30, 2018 term). The written notice shall comply with the Notices section of this Agreement.
 - b. **Termination for Cause.** If either party fails to perform its promises and obligations under this Agreement, such failure should be treated as a breach of the Agreement, and the non-breaching party shall send a fifteen (15) day notice to cure breach. If the breach is not cured within the fifteen (15) days of the notice, the non-breaching party may pursue any remedies available to it against the breaching party, in addition to terminating the Agreement effective immediately without further notice.
 - c. **Termination without Cause.** The Village may terminate this Agreement at its sole discretion, without cause, by giving a thirty (30) days written notice to EnablePoint. The Village's termination of this Agreement shall not prejudice the Village's rights to seek damages arising out of EnablePoint's negligence or breach of contract.
 - d. **Termination for non-appropriation.** EnablePoint acknowledges that continuation of this Agreement is subject to appropriation of funds. If funds to enable the Village to affect continued payment under this Agreement are not appropriated or otherwise made available, the Village shall have the right to terminate this Agreement without penalty by giving written notice within 30 (thirty) days of the determination on non-appropriation, and the termination shall be effective at the end of the last period for which funds have been appropriated, or otherwise made available.
 - e. **Payment due to EnablePoint upon Termination.** Upon termination, the Village shall not owe EnablePoint any amount greater than what would otherwise be due under the then applicable revenue sharing ratio as determined pursuant to the Compensation section of this Agreement. Such payment amount shall be calculated to the date of termination and no further payment shall be due. The Village reserves the right to set-off any amounts due to the Village by EnablePoint, or its affiliates, from this last payment.
9. **Survivorship.** Insurance, Indemnification and Confidentiality provisions of this Agreement shall survive termination or expiration. EnablePoint shall, on or before the date of termination or expiration, turn over to the Village all data files including, documentation, reports, and all work in process generated during performance of the Services.

10. **Non-assignment.** This Agreement is not assignable by EnablePoint without the written consent of the Village.
11. **Independent Contractor.** In making and performing this Agreement, the Parties act and shall act at all times as independent contractors, and at no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party.
12. **Nondiscrimination,** EnablePoint agrees to comply, and require its subcontractors to comply, with the provisions of MCL 37.2209, *et seq.* EnablePoint further agrees to comply with the non-discrimination provisions provided by any Village code, and to assure that it is an equal employment opportunity employer.
13. **Notice.** Notices given pursuant to this Agreement shall be in writing and shall be delivered by next day express delivery service, certified mail, or first class US mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following occur : 1. The next business day if notice is sent next day express delivery service; or 2. Three (3) days after mailing first class or certified US mail.

If to EnablePoint:

EnablePoint Corporation
31157 Plymouth Road, Suite 208
Livonia, Michigan, 48150
Attn: Frank Farren, President

If to the Village:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137
Attention: Ms. Patti Taves

14. **Conflicts of interest or representation.** EnablePoint certifies that it has no financial interest in the services to be provided under this Agreement other than the composition specified herein. EnablePoint further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the services under this Agreement. EnablePoint agrees to advise the Village if EnablePoint has been or is retained to handle any manner in which its representation is adverse to the Village. The Village's prospective consent to the EnablePoint's representation of a client adverse to the Village's interest, as identified above, will not apply in any instance where as the result of a EnablePoint's representation, EnablePoint has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the EnablePoint, could be used in any such other matter by the other client to the material disadvantage of the Village. Each matter will be reviewed on a case by case basis.
15. **Severability.** If any provision of this Agreement is struck down by a court of competent jurisdiction, the remaining provisions shall not be affected thereby.

16. **Merger**. This Agreement and the exhibits incorporated herein constitute the entire agreement between the parties with respect to the subject matter covered by it. It supersedes all prior verbal or written agreements and understandings between the parties with respect to the subject matter covered by it. Additionally, this Agreement shall not be subsequently modified except in a writing signed by both of the Parties.

For EnablePoint

By _____
Its President

Date: _____

For the Village of Glen Ellyn

By _____
Insert authorized signers here.

Date: _____

Exhibit A.**Statement of Work & Scope of Services****Alarm System Registrations**

To transfer Alarm System Registration processing duties to EnablePoint service staff, EnablePoint will utilize the following methodology:

- EnablePoint will establish the domain name **GlenEllyn.Alarmreg.com** and/or IP address on behalf of the Village for the OARS application.
- EnablePoint will implement OARS for the Village of Glen Ellyn, and host it on the EnablePoint Secured Server(s).

EnablePoint will create an online OARS registration form with the same information lines as is present on the existing paper form. In addition to a check box confirming the alarm system owner's approval, an additional line for manual name entry will be utilized to confirm agreement with the terms of the Village's ordinance.

- EnablePoint will work with the Village of Glen Ellyn to designate a support line for registration and false alarm billing questions.
- EnablePoint will work with the Village of Glen Ellyn to make changes to the notice letters to the alarm system owners that will inform the recipient the ability to register online and the new support phone number.
- EnablePoint will work with the Village to make changes to the documents available on the Village website, such as the 'Frequently Asked Questions.' Efforts will be made to research and utilize low cost Village media outlets to make general announcements regarding the ability to register online.
- EnablePoint will implement the WEBFAB product on its servers for access to Village staff for FAB up to the minute reporting and account lookup. Individual user names and passwords will be provided.
- EnablePoint will install the "new registrations" report for WEBFAB Village of Glen Ellyn staff to monitor number of registrations per day, week, or month.
- EnablePoint will change documentation for the alarm owners to mail in paper registrations to the Support PO Box if they prefer to mail in a paper registration for processing. The PO Box address will carry "Village of Glen Ellyn / Alarm Systems" as the addressee, rather than Enable Point. Upon receipt of a registration, an invoice will be generated with payment information to be sent directly to Glen Ellyn.

- EnablePoint will retrieve paper registrations from the post office at least twice a week, batch scan the images received, and process the registrations in the following manner:
 - Attach the registration image to an existing account or create a new account and then attach the image to the new account.
 - Key in contact information and key holder information into the appropriate fields. Key in updated and expiration dates in the date fields for the following year's renewal notice reports.
- EnablePoint will process online alarm registrations at least twice a week in the following manner:
 - Accept or Reject alarm registrations based on the guidelines provided by the Village of Glen Ellyn ordinances or direction.
 - Email alarm owners via the virtual desktop or VPN notice that the alarm has been rejected or accepted.
 - Insure data is keyed into each account in the format defined by the Village staff.
- EnablePoint will provide ongoing telephone and email support for alarm owners. Telephone support will be available during normal business hours (8:30 AM to 5:00 PM EST) for the general public to assist with general information about the Village ordinance, registering online, or registering by mail.
- EnablePoint will document false alarm waiver requests, financial waivers, and public individuals that wish to speak to management and email the information to the designated and Police or Treasurer's Office staff at the Village of Glen Ellyn for further assistance.
- EnablePoint will provide reporting of activity through reports that are built into the WEBFAB software which outline specific activities performed by EnablePoint Staff:
 - New and Renewed Registrations Report (by date). This report will show how many renewals and new registrations were handled in any given time period.
 - Account Function Report (provides statistics on new, renewed, terminated, inactive, or other status changes)
 - Alarm Owner Contact Report. Outlines and documents contact with each alarm owner in the form of a note. Any notes entered into an account regardless of the user (FAB or WEBFAB) is captured and reported on by date designation.

False Alarm Processing

EnablePoint will establish a procedure with both the Fire and Police departments where EnablePoint will request via email on a monthly or semi-monthly time frame false alarm incident files from the Village's Motorola CAD or Fire CAD systems. EnablePoint will import each file separately, matching to existing or creating new accounts for the closing function.

- The Village of Glen Ellyn will establish a payment process in the Village financial or other system already in use at the Treasurer's Office to receive payments for false alarms and alarm registration invoices. EnablePoint will work with the Glen Ellyn Staff to receive this payment information for entry into FAB.
- EnablePoint will insure payments are keyed in each billing cycle before the next billing cycle processes to avoid invoices and payments 'crossing in the mail' with new charges or invoices.

Exhibit B

Insurance requirements

Effective the date of the Professional Services Agreement between Enablepoint Corporation and the Village of Glen Ellyn (“Agreement”) this Exhibit B is a part of, and continuing without interruptions during the term of this Agreement, EnablePoint shall provide certificates of insurance to the Village on behalf of itself, and when requested any Subcontractors. The certificate of insurance shall meet the following minimum requirements.

1. Errors and Omissions insurance protecting EnablePoint and its employees in an amount not less than \$1,000,000.
2. Worker’s Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
 - Bodily injury by disease - \$500,000 each employee.
 - Bodily injury by accident - \$500,000 each accident.
 - Bodily injury by disease - \$500,000 each policy limit.
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The Village of Glen Ellyn shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:
 - \$1,000,000 each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
 - \$2,000,000 Per Job General Aggregate
 - \$1,000,000 Personal and Advertising Injury
4. Umbrella / excess liability insurance shall be provided in to apply in excess of the Commercial General Liability and Employers Liability for each occurrence and for aggregate in the amount of \$1,000,000.
5. Insurance specified under Section 3 of this Exhibit B shall be considered primary as respects any other valid or collectible insurance that the Village may possess, including any self-insured retentions the Village may have; and any other insurance the Village does possess shall be considered excessive insurance only and shall not be required to contribute with this insurance. Further, EnablePoint agrees to waive any right of recovery by its insurer against the Village.
6. In the case of all contracts involving on-site work, EnablePoint shall provide to the Village, before the commencement of any work under this Agreement, documentation demonstrating it has obtained the policies required above. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the Village of Glen Ellyn. Further, the documentation must explicitly state the following:

- A. the policy number, name of the insurance company, name and address of the agent, an authorized representative, name and address of insured, project name, policy expiration date, and specific coverage amounts;
- B. any deductibles or self-insured retentions that shall be approved by the Village, in its sole discretion; and
- C. the policy conforms to the requirements specified.

An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work EnablePoint supplies a copy of the endorsements required on the policies. Upon request, EnablePoint shall provide within 30 days a copy of the policies to the Village. If any of the above coverage is expired by their terms during the term of this Agreement, EnablePoint shall deliver proof of renewal and / or new policies to the Village at least 10 days prior to the expiration date.

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Software Purchase Vendor Comparisons

Features/Functions	Cry Wolf	Dacra	EnablePoint
1. False Alarm Billing Software	Yes	Yes	Yes
2. Online Permit Registration and Payment with Credit Card Module	Yes	No	Yes
3. Integrates with current adjudication software	No	Yes	No
4. Fully Integrated hearing and appeal system within the software	Yes	No	No
5. Imports file from Motorola CAD software	Yes	Yes	Yes
6. Export data to MUNIS for invoicing	Yes, but they do not have any current MUNIS customers	Yes	Yes
7. Over 50 standard reports	Yes	Yes	Yes
8. 1 User License with unlimited read only licenses	Yes	Yes - software resides on the network so everyone has full access	Yes
9. Built-in geo-validation of alarm registration addresses	Yes	No	No

Software Purchase Vendor Comparisons

Company Information	Cry Wolf	Dacra	EnablePoint
1. Number of clients	270	??	23
2. Been in business since...	1999	2001	2001
3. Clients in the Chicago Area	5	Several	2
4. Headquartered	Maryland	Chicago	Michigan

Costs	Cry Wolf	Dacra	EnablePoint
One full license for a single workstation	\$12,800	\$25,000	\$14,995
Additional license for the Fire Department	\$4,300	??	\$750
Online Alarm Registration	\$3,800	Not available	\$4,999
Online Alarm Payment Module	\$1,400	Not available	Included
Configure Data according to the Ordinance specs	\$1,400	30 hours	Included
Configure and Test Motorola CAD Interface	\$1,400	Included	Included
Training	\$4,200	Included	3 days Incl
Travel	\$1,800	Not applicable	Included
Less 2014 Purchase Incentive Discount (30%)	Not applicable	Not applicable	\$6,223
Total License Fees	\$31,100	\$25,000	\$14,521
Yearly Maintenance Fees	\$3,990	\$0 - changes done on an hourly basis	\$3,804

Police Alarm Data Overview

2013 Data	Estimated	Cost	Annual Revenue	
Permits	1400**	\$25	\$35,000.00	
2013 Billable Activations	271	Variable	\$25,350.00	(These billable activations and revenue is supported on the following pages.)
			\$60,350.00	
2014 Data	Estimated	Cost	Annual Revenue	
Permits	1400**	\$25	\$35,000.00	
2014 Billable Activations	260	Variable	\$23,650.00	(These billable activations and revenue is supported on the following pages.)
			\$58,650.00	

** This number is based upon the national 5% average of a community's population that has an alarm system of some kind. Based upon records from 2011, the Village of Glen Ellyn had 950 registered alarm users.

Outsourcing Vendor Proposals

2013 Revenue Projections

	Fire Recovery		Cry Wolf			EnablePoint			DACRA
	%	Revenue	Sliding Scale	%	Revenue	Sliding Scale	%	Revenue	No Option
Service % - Permits	40%	\$14,000.00	First \$20,000.00	48%	\$9,600.00	First \$20,455	44%	\$9,000.20	
Service % - Alarms	35%	\$8,872.50	\$19,999.00	42%	\$8,399.58	\$39,895	22%	\$8,776.90	
			\$20,351	36%	\$7,326.36				
Total Vendor Revenue		\$22,872.50			\$25,325.94			\$17,777.10	
Village Revenue		\$37,477.50			\$35,024.06			\$42,572.90	

2014 Revenue Projections

	Fire Recovery		Cry Wolf			EnablePoint			DACRA
	%	Revenue	Sliding Scale	%	Revenue	Sliding Scale	%	Revenue	No Option
Service % - Permits	40%	\$14,000.00	First \$20,000.00	48%	\$9,600.00	First \$20,455	44%	\$9,000.20	
Service % - Alarms	35%	<u>\$8,277.50</u>	\$19,999.00	42%	\$8,399.58	\$38,195	22%	<u>\$8,402.90</u>	
			\$18,651	36%	<u>\$6,714.36</u>				
Total Vendor Revenue		\$22,277.50			\$24,713.94			\$17,403.10	
Village Revenue		\$36,372.50			\$33,936.06			\$41,246.90	

** Fire Department potential alarm billing revenue is unknown

2013 Alarm Analysis

Total premises 1 alarm	216	\$0
Total premises 2 alarms	64	\$0
Total premises 3 alarms	28	\$0
Total premises 4 alarms (\$50)	14	\$700
Total premises 5 alarms (\$100)	11	\$1,100
Total premises 6 alarms (\$150)	6	\$900
Total premises 7 alarms (\$200)	4	\$800
Total premises 8 alarms (\$250)	4	\$1,000 \$4,500
Total premises 9 or more	17	\$20,850
Total premises	364	\$25,350
Total non-billable premises	308	
Total billable premises	56	

Percentage Analysis

% 1- 3 alarms	84.6%
%between 4 - 8 alarms	10.7%
%>9	4.7%
	<u>100.0%</u>

\$25 Annual Permit Fee ***

Permit fee for 308 non-billable premises	\$7,700
Permit fee for 56 premises	\$1,375
	<u>\$9,075</u>

****This total revenue number is only for the businesses/residences that have had an alarm activation in

Total Alarms: 867

Billable Alarms 271

216
128
84 **428**

49%
of the total alarms would
not be billable

2013.

Chapter 6 POLICE/FIRE ALARM SYSTEMS

6-6-1: PURPOSE:

6-6-2: DEFINITIONS:

6-6-3: AUTOMATIC PROTECTION DEVICES PROHIBITED:

6-6-4: PERMIT REQUIRED:

6-6-5: RESTRICTIONS ON ALARM SYSTEMS:

6-6-6: APPLICATION FOR PERMIT BY ALARM USER:

6-6-7: PERMIT FORM:

6-6-8: PERMIT NONTRANSFERABLE:

6-6-9: PERMIT TERM:

6-6-10: PERMIT NOT WARRANTY:

6-6-11: FALSE ALARMS:

6-6-12: SERVICE CHARGES FOR FALSE ALARMS; EXCEPTIONS:

6-6-13: CONTESTED SERVICE CHARGE:

6-6-14: REVOCATION OF PERMIT:

6-6-15: CONTESTED REVOCATION:

6-6-16: LIABILITY OF THE VILLAGE LIMITED:

6-6-17: PENALTIES FOR VIOLATION:

6-6-1: PURPOSE:

The purpose of this chapter is to define and prevent and abate nuisances resulting from burglar/hold-up and fire false alarms through education and pro-active responsible alarm management. This chapter false alarms summoning the Ppolice Department or Ffire Company department by establishing regulations and controls for the various types of privately owned police and fire alarm devices designed to summon either service the police/fire department to any location in response to a signal, whether the signal is visual, audible, transmitted, telephoned, radioed, or otherwise relayed, directly or indirectly, to the Ppolice Department or Ffire Company department, by requiring permits therefor, by establishing. These controls include an annual alarm permit registration as well as the establishment of fees for the and by providing for punishment of violations of provisions of this chapter. (Ord. 2827, 10-25-1982)

6-6-2: DEFINITIONS:

ALARM SYSTEM: Any signaling device which sends visual and/or audible signals, whether that signal is visually displayed or audibly sounded in or on the premises where the alarm is located or transmitted over a signal line to be registered by indicators at a monitor panel in a receiving terminal of the Ppolice Department or Ffire Company department and/or alarm answering company's receiving location.

ALARM USER: Any person on whose commercial or residential premises an alarm system is maintained within the village, except for alarm systems on motor vehicles or contained within proprietary systems which have the control system located within the premises, and under the supervision of, and monitored by, the proprietor of the protected premises.

GEPD and GEVFC: Glen Ellyn Police Department and Glen Ellyn Volunteer Fire Company, respectively.

AUTOMATIC PROTECTION DEVICE: An instrument which automatically sends a visual and/or audible alarm signal directly to the ~~GEPD~~ Glen Ellyn police and/or GEVFC fire department over regular public telephone lines upon detection of a fire, unauthorized intrusion, and/or medical emergency.

CALENDAR YEAR: The period commencing on January 1 and ending on December 31 of each year.

FALSE ALARM: The activation of an alarm system through electrical or mechanical failure, malfunction, improper installation, or negligence of the owner or lessee of an alarm system or of his employees or agents. "False alarm" does not include alarm signals activated by violent conditions of nature, telephone line interruptions, acts of God, or other extraordinary circumstances not reasonably subject to control by the alarm user.

~~YEAR: The period commencing on September 1 and ending on August 31 of each year. (Ord. 2827, 10-25-1982; amd. Ord. 5737, 3-9-2009; Ord. 5765, 6-8-2009)~~

6-6-3: AUTOMATIC PROTECTION DEVICES PROHIBITED:

No person shall operate or maintain any automatic ~~phone~~ protection device, such as an auto-dialer, which automatically transmits a signal, message or warning directly to the Glen Ellyn ~~Police Department or Glen Ellyn Volunteer Fire Company, department~~ or its Public Safety Answering Point (PSAP) agents. (Ord. 2827, 10-25-1982)

6-6-4: PERMIT REQUIRED:

Each person within the village who wishes to install, maintain or operate, in his home, place of business or other premises, an alarm system, calculated to directly or indirectly summon the ~~GEPD or GEVFC police or fire department~~, or that is connected directly or indirectly to the GEPD or GEVFC police and/or fire department or to an alarm answering company's receiving location, shall obtain an alarm user's permit for ~~each any alarm separate alarm~~ system he wishes to operate. (Ord. 2827, 10-25-1982)

Without regard to the person who is the holder of the license, the person or persons who install, maintain or operate the alarm system, along with the owner of the property where the alarm system has been installed, shall all be subject to the obligations and responsibilities under this chapter, although only one of them shall be required to procure and update the information, which results in the issuance of a permit. (Ord. 5765, 6-8-2009)

6-6-5: RESTRICTIONS ON ALARM SYSTEMS:

The following restrictions shall apply to all alarm systems installed, maintained or operated in the ~~village~~ or falling within the jurisdictional limits of the GEVFC:

- (A) Each alarm system and any corresponding alarm indicator which terminates at the police/fire department shall be used to report only one specific type of emergency;

- (B) Each alarm system terminating at either the GEPD or GEVFC police/fire department must include a reversible relay which will indicate whether an alarm indication is due to a transmission line malfunction;
- (C) No person shall conduct any test or demonstration of an alarm system without first obtaining permission from the Pp police eC chief or the Fire Chief, or his duly authorized agent, and test or demonstration without prior permission shall be deemed a false alarm;
- (D) Each alarm system terminating at the GEPD or at the GEVFC police/fire department shall be installed, maintained, or operated with a device which will prevent activation of the alarm signal during the process of turning on and/or off the alarm system; and
- (E) Each alarm system which will include a bell, horn or other noise making device which is mounted on the exterior of a building, or can be heard outside the protected premises must be equipped with an automatic reset device which will reset the alarm system within thirty (30) minutes of an alarm. (Ord. 2827, 10-25-1982)

6-6-6: APPLICATION FOR PERMIT BY ALARM USER:

Applications for permits to install, maintain or operate an alarm system shall be filed with the police chief on forms supplied by the police chief, and accompanied with an application fee of twenty-five dollars (\$25.00), a first year permit fee of twenty five dollars (\$25.00), and a signed statement of understanding concerning the responsibilities and duties of the alarm user. An annual alarm user permit fee of twenty five dollars (\$25.00) shall be due and payable to the village of Glen Ellyn on September 1 each year. Thereafter, if the alarm user permit fee is not paid for a renewal on or prior to September 1 of each year, the applicant shall be charged double the applicable user permit fee. First time user permits purchased during the course of a permit year shall not be subject to any late fees. Whenever, after March 1 of any year, application is made for the issuance of an alarm user permit, the applicant shall only be required to pay one-half ($\frac{1}{2}$) of the applicable user permit fee.

The annual alarm user permit fee shall be waived for any unit of local government or school district that makes application for an alarm user permit. (Ord. 5765, 6-8-2009P) permit applications to install, maintain or operate an alarm system shall be filed with the Police Chief (burglar/holdup) or Fire Chief (fire alarm) or via on-line registration on the Village website. Applications for alarm systems that manage both burglar and fire responses shall be filed with the Police Chief. Each permit application shall be accompanied with a permit fee of twenty-five dollars (\$25.00) and a signed statement of understanding concerning the responsibilities and duties of the alarm user.

After July 1 of any calendar year, when application is made for a new alarm user permit, the applicant shall only be required to pay one-half (1/2) of the annual permit fee. The half-year permit expires December 31 of that same calendar year.

Thereafter, an annual alarm user permit fee of twenty-five dollars (\$25.00) shall be due and payable

to the Village of Glen Ellyn on January 1 of each year. The applicant shall be charged double the applicable user permit fee if not paid by February 1 of each calendar year.

The annual alarm user permit fee shall be waived for any unit of local government or school district that makes application for an alarm user permit. (Ord. 5765, 6-8-2009)

6-6-7: PERMIT FORM:

The application for alarm permit shall include the following:

(A) Names, addresses, telephone numbers, emergency telephone numbers and type of business organization (individual, partnership, corporation) of the alarm user;

(B) If the alarm user is a partnership, then names, addresses, telephone numbers of the partners;

(C) If the alarm user is a corporation, then names, addresses, and telephone numbers of the principal officers and the state where incorporated;

(D) The names, addresses and telephone numbers of key holders to the premises and alarm system who can respond to the alarm location as soon as possible, but not to exceed forty five (45) minutes; and

(E) The name and address of the alarm installer. (Ord. 2827, 10-25-1982)

6-6-8: PERMIT NONTRANSFERABLE:

Such permit **whether residential or commercial.** shall not be transferable to any other person and shall be valid only for the particular premises identified in the permit. (Ord. 2827, 10-25-1982)

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6-6-9: PERMIT TERM:

A permit issued pursuant to this chapter shall be valid until any one of the following events occurs:

(A) The person to whom the permit is issued no longer has immediate control of the premises for which the permit is issued;

(B) The person to whom the permit is issued no longer has immediate control of the business for which the permit was issued;

(C) The permit is voluntarily relinquished or surrendered to the Ppolice or Fire Cehief; or

(D) The permit is revoked in the manner provided for herein. (Ord. 2827, 10-25-1982)

6-6-10: PERMIT NOT WARRANTY:

The issuance of a permit shall in no way constitute a warranty of the alarm system involved and issuance of said permit shall be specifically subject to the village's disclaimer of liability as detailed in section 6-6-16 of this chapter and further detailed in 745 Illinois Compiled Statutes 10/2-206 of the local governmental and governmental employees tort immunity act. (Ord. 2827, 10-25-1982)

6-6-11: FALSE ALARMS:

Each permit holder shall be responsible for any false alarm transmitted by the alarm for which the permit is issued and shall have someone present at the alarm location as soon as possible following notification by the Ppolice Department or Fire Company, but not more than forty five (45) minutes after such notification. The Ppolice eChief shall maintain a record of all false burglar/hold-up alarms and the Fire Chief shall maintain a record of all false fire alarms so transmitted and, pursuant to the required notice and opportunity to be heard, may revoke or suspend the permit for the operation of the alarm system involved in the transmission of four (4) false alarms or more in any calendar year or may make reasonable charges therefor. (Ord. 5765, 6-8-2009)

6-6-12: SERVICE CHARGES FOR FALSE ALARMS; EXCEPTIONS:

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The ~~chief of police shall not charge an~~ alarm user permit holder shall not be charged for each of the first three (3) false burglar/hold-up alarms and first three (3) false fire alarms during any calendar year. False alarms in excess of three during any one calendar year shall result in the charge of false alarm fees in accordance with the following schedule:

<u>Four (4) to five (5) false alarms</u>	<u>\$50.00 each</u>
<u>Six (6) to eight (8) false alarms</u>	<u>\$75.00 each</u>
<u>Nine (9) to ten (10) false alarms</u>	<u>\$100.00 each</u>
<u>False alarms in excess of ten (10)</u>	<u>\$200.00 each</u>

A false alarm fee of fifty dollars (\$50.00) for each false alarm in excess of three (3) but less than nine (9) in any calendar year, transmitted by an alarm system shall be charged to the holder of the alarm user permit. A false alarm fee of one hundred dollars (\$100.00) for each false alarm in excess of

eight (8) but less than eleven (11) in any calendar year, transmitted by an alarm system shall be charged to the holder of the alarm user permit. A false alarm fee of two hundred dollars (\$200.00) for each false alarm in excess of ten (10) per calendar year shall be charged to the holder of the alarm user permit.

-"False alarm" does not include alarm signals activated by violent conditions of nature, telephone line interruptions, acts of God, or other extraordinary circumstances not reasonably subject to control by the alarm user.

The number of false fire alarms and false burglar alarms shall be counted and invoiced separately. Such false burglar alarm fees shall be payable to the Village of Glen Ellyn. False fire alarm fees shall be payable to the Glen Ellyn Volunteer Fire Company.

No charge shall be imposed for false alarms that occur within sixty (60) days after the initial installation of, or within thirty (30) days after major alterations or additions to an alarm system. False alarms during the aforementioned time periods shall not count towards the total number of false alarms during any calendar year. (Ord. 5765, 6-8-2009)

6-6-13: CONTESTED SERVICE CHARGE:

Each permit holder challenging a service charge for any false alarm shall be entitled to an administrative hearing in accordance with the provisions of Title 1, Chapter 11 of this code. At an administrative hearing, the alarm user may offer evidence that an alarm activation, for which he is charged, falls within one of the permissible exceptions as described in section 6-6-12 of this chapter. Failure to request an administrative hearing within ten (10) days of receipt of the statement invoice of any the false alarm charge shall constitute an admission that the service charge is justified and due to the Village or Fire Company. (Ord. 5765, 6-8-2009)

6-6-14: REVOCATION OF PERMIT:

The Police eChief or his designated agent may revoke any permit issued pursuant to the provisions of this chapter if he determines that the alarm system under said permit has been installed, maintained, or operated in violation of the provisions of this chapter or any term or condition of said permit. Such violations shall include, but not be limited to:

- (A) Any information on the alarm user's permit application has been found to be false or misleading; or
- (B) The P-police Department or Fire Company -or fire department receives more than four (4) false alarms in any one calendar year; or
- (C) If the permit holder fails to pay any service fee charged to the permit holder within thirty (30) days of issuance of service fee charges; or

(D) If any alarm activation does not automatically reset in a thirty (30) minute period after activation.

The permit holder shall be given written notice of the pending revocation and provided an opportunity to effect compliance, or acceptable assurances or explanation, within a period of ten (10) days following the issuance of the notice. If such compliance, assurance or explanation is not accomplished or accepted, the permit revocation, unless timely challenged, shall become effective on the date contained in the written notice. (Ord. 2827, 10-25-1982)

6-6-15: CONTESTED REVOCATION:

Each permit holder challenging the revocation of an alarm user's permit shall be entitled to an administrative hearing in accordance with the provisions of [Title 1, Chapter 11](#) of this code. (Ord. 2827, 10-25-1982)

6-6-16: LIABILITY OF THE VILLAGE LIMITED:

In the event that the village deems it necessary to revoke or suspend the alarm user's permit, the village shall incur no liability by such action, whether or not the alarm system is functioning. (Ord. 2827, 10-25-1982)

6-6-17: PENALTIES FOR VIOLATION:

It is a violation of this chapter for any person to:

- (A) Operate an alarm system of the type prohibited by this chapter;
- (B) Operate an alarm system designed to summon the ~~P~~police or ~~F~~fire ~~d~~departments without having a valid alarm user's permit as required by this chapter; or
- (C) Fail to pay any service charge assessed under this chapter.

Each such violation constitutes an offense punishable by a fine from twenty five dollars (\$25.00) to five hundred dollars (\$500.00). Each day that such violation continues shall constitute a separate offense. (Ord. 2827, 10-25-1982)

ORDINANCE NO. _____ - VC

AN ORDINANCE TO AMEND CHAPTER 6
(POLICE/FIRE ALARM SYSTEMS)
OF THE VILLAGE CODE OF THE
VILLAGE OF GLEN ELLYN, ILLINOIS

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

SECTION ONE: Chapter 6 (POLICE/FIRE ALARM SYSTEMS) of the Glen Ellyn Village Code is hereby deleted in its entirety and replaced with the following:

6-6-1: PURPOSE:

The purpose of this chapter is to define and prevent burglar/hold-up and fire false alarms through education and pro-active responsible alarm management. This chapter establishes regulations and controls for the various types of privately owned police and fire alarm devices designed to summon either service to any location in response to a signal, whether the signal is visual, audible, transmitted, telephoned, radioed, or otherwise relayed, directly or indirectly, to the Police Department or Fire Company. These controls include an annual alarm permit registration as well as the establishment of fees for the punishment of violations of provisions of this chapter. (Ord. 2827, 10-25-1982)

6-6-2: DEFINITIONS:

ALARM SYSTEM: Any signaling device which sends visual and/or audible signals, whether that signal is visually displayed or audibly sounded in or on the premises where the alarm is located or transmitted over a signal line to be registered by indicators at a monitor panel in a receiving terminal of the Police Department or Fire Company, and/or alarm answering company's receiving location.

ALARM USER: Any person on whose commercial or residential premises an alarm system is maintained within the Village, except for alarm systems on motor vehicles or contained within proprietary systems which have the control system located within the premises, and under the supervision of, and monitored by, the proprietor of the protected premises.

GEPD and GEVFC: Glen Ellyn Police Department and Glen Ellyn Volunteer Fire Company, respectively.

AUTOMATIC PROTECTION DEVICE: An instrument which automatically sends a visual and/or audible alarm signal directly to the GEPD or GEVFC over regular public telephone lines upon detection of a fire, unauthorized intrusion, and/or medical emergency.

CALENDAR YEAR: The period commencing on January 1 and ending on December 31 of each year.

FALSE ALARM: The activation of an alarm system through electrical or mechanical failure, malfunction, improper installation, or negligence of the owner or lessee of an alarm system or of his employees or agents. "False alarm" does not include alarm signals activated by violent conditions of nature, telephone line interruptions, acts of God, or other extraordinary circumstances not reasonably subject to control by the alarm user.

6-6-3: AUTOMATIC PROTECTION DEVICES PROHIBITED:

No person shall operate or maintain any automated phone protection device, such as an auto-dialer, which automatically transmits a signal, message or warning directly to the Glen Ellyn Police Department or Glen Ellyn Volunteer Fire Company, or its Public Safety Answering Point (PSAP). (Ord. 2827, 10-25-1982)

6-6-4: PERMIT REQUIRED:

Each person within the village who wishes to install, maintain or operate, in his home, place of business or other premises, an alarm system, calculated to directly or indirectly summon the GEPD or GEVFC, or that is connected directly or indirectly to the GEPD or GEVFC or to an alarm answering company's receiving location, shall obtain an alarm user's permit for any alarm system he wishes to operate. (Ord. 2827, 10-25-1982)

Without regard to the person who is the holder of the license, the person or persons who install, maintain or operate the alarm system, along with the owner of the property where the alarm system has been installed, shall all be subject to the obligations and responsibilities under this chapter, although only one of them shall be required to procure and update the information, which results in the issuance of a permit. (Ord. 5765, 6-8-2009)

6-6-5: RESTRICTIONS ON ALARM SYSTEMS:

The following restrictions shall apply to all alarm systems installed, maintained or operated in the Village or falling within the jurisdictional limits of the GEFVC:

- (A) Each alarm system and any corresponding alarm indicator which terminates at the police/fire department shall be used to report only one specific type of emergency;
- (B) Each alarm system terminating at either the GEPD or GEVFC must include a reversible relay which will indicate whether an alarm indication is due to a transmission line malfunction;
- (C) No person shall conduct any test or demonstration of an alarm system without first obtaining permission from the Police Chief or the Fire Chief, or duly authorized agent, and test or demonstration without prior permission shall be deemed a false alarm;
- (D) Each alarm system terminating at the GEPD or at the GEVFC shall be installed, maintained, or operated with a device which will prevent activation of the alarm signal during the process of turning on and/or off the alarm system; and
- (E) Each alarm system which will include a bell, horn or other noise making device which is mounted on the exterior of a building, or can be heard outside the protected premises must be equipped with an automatic reset device which will reset the alarm system within thirty (30) minutes of an alarm. (Ord. 2827, 10-25-1982)

6-6-6: APPLICATION FOR PERMIT BY ALARM USER:

Permit applications to install, maintain or operate an alarm system shall be filed with the Police Chief (burglar/holdup) or Fire Chief (fire alarm) or via on-line registration on the Village website.

Applications for alarm systems that manage both burglar and fire responses shall be filed with the Police Chief. Each permit application shall be accompanied with a permit fee of twenty-five dollars (\$25.00) and a signed statement of understanding concerning the responsibilities and duties of the alarm user.

After July 1 of any calendar year, when application is made for a new alarm user permit, the applicant shall only be required to pay one-half (1/2) of the annual permit fee. The half-year permit expires December 31 of that same calendar year.

Thereafter, an annual alarm user permit fee of twenty-five dollars (\$25.00) shall be due and payable to the Village of Glen Ellyn on January 1 of each year. The applicant shall be charged double the applicable user permit fee if not paid by February 1 of each calendar year.

The annual alarm user permit fee shall be waived for any unit of local government or school district that makes application for an alarm user permit. (Ord. 5765, 6-8-2009)

6-6-7: PERMIT FORM:

The application for alarm permit shall include the following:

- (A) Names, addresses, telephone numbers, emergency telephone numbers and type of business organization (individual, partnership, corporation) of the alarm user;
- (B) If the alarm user is a partnership, then names, addresses, telephone numbers of the partners;
- (C) If the alarm user is a corporation, then names, addresses, and telephone numbers of the principal officers and the state where incorporated;
- (D) The names, addresses and telephone numbers of key holders to the premises and alarm system who can respond to the alarm location as soon as possible, but not to exceed forty five (45) minutes; and
- (E) The name and address of the alarm installer. (Ord. 2827, 10-25-1982)

6-6-8: PERMIT NONTRANSFERABLE:

Such permit, ***whether residential or commercial***, shall not be transferable to any other person and shall be valid only for the particular premises identified in the permit. (Ord. 2827, 10-25-1982)

6-6-9: PERMIT TERM:

A permit issued pursuant to this chapter shall be valid until any one of the following events occurs:

- (A) The person to whom the permit is issued no longer has immediate control of the premises for which the permit is issued;
- (B) The person to whom the permit is issued no longer has immediate control of the business for which the permit was issued;

(C) The permit is voluntarily relinquished or surrendered to the Police or Fire Chief; or

(D) The permit is revoked in the manner provided for herein. (Ord. 2827, 10-25-1982)

6-6-10: PERMIT NOT WARRANTY:

The issuance of a permit shall in no way constitute a warranty of the alarm system involved and issuance of said permit shall be specifically subject to the village's disclaimer of liability as detailed in section [6-6-16](#) of this chapter and further detailed in 745 Illinois Compiled Statutes 10/2-206 of the local governmental and governmental employees tort immunity act. (Ord. 2827, 10-25-1982)

6-6-11: FALSE ALARMS:

Each permit holder shall be responsible for any false alarm transmitted by the alarm for which the permit is issued and shall have someone present at the alarm location as soon as possible following notification by the Police Department or Fire Company, but not more than forty five (45) minutes after such notification. The Police Chief shall maintain a record of all false burglar/hold-up alarms and the Fire Chief shall maintain a record of all false fire alarms so transmitted and, pursuant to the required notice and opportunity to be heard, may revoke or suspend the permit for the operation of the alarm system involved in the transmission of four (4) false alarms or more in any calendar year or may make reasonable charges therefor. (Ord. 5765, 6-8-2009)

6-6-12: SERVICE CHARGES FOR FALSE ALARMS; EXCEPTIONS:



The alarm permit holder shall not be charged for each of the first three (3) false burglar/hold-up alarms and first three (3) false fire alarms during any calendar year. False alarms in excess of three during any one calendar year shall result in the charge of false alarm fees in accordance with the following schedule:

Four (4) to five (5) false alarms	\$50.00 each
Six (6) to eight (8) false alarms	\$75.00 each
Nine (9) to ten (10) false alarms	\$100.00 each
False alarms in excess of ten (10)	\$200.00 each

"False alarm" does not include alarm signals activated by violent conditions of nature, telephone line interruptions, acts of God, or other extraordinary circumstances not reasonably subject to control by the alarm user.

The number of false fire alarms and false burglar alarms shall be counted and invoiced separately. False burglar alarm fees shall be payable to the Village of Glen Ellyn. False fire alarm fees shall be payable to the Glen Ellyn Volunteer Fire Company.

No charge shall be imposed for false alarms that occur within sixty (60) days after the initial installation of or within thirty (30) days after major alterations or additions to an alarm system. False alarms during the aforementioned time periods shall not count towards the total number of false alarms during any calendar year. (Ord. 5765, 6-8-2009)

6-6-13: CONTESTED SERVICE CHARGE:

Each permit holder challenging a service charge for any false alarm shall be entitled to an administrative hearing in accordance with the provisions of [Title 1, Chapter 11](#) of this code. At an administrative hearing, the alarm user may offer evidence that an alarm activation, for which he is charged, falls within one of the permissible exceptions as described in section [6-6-12](#) of this chapter. Failure to request an administrative hearing within ten (10) days of receipt of the invoice of any false

alarm charge shall constitute an admission that the service charge is justified and due to the Village or Fire Company. (Ord. 5765, 6-8-2009)

6-6-14: REVOCATION OF PERMIT:

The Police Chief or his designated agent may revoke any permit issued pursuant to the provisions of this chapter if he determines that the alarm system under said permit has been installed, maintained, or operated in violation of the provisions of this chapter or any term or condition of said permit. Such violations shall include, but not be limited to:

- (A) Any information on the alarm user's permit application has been found to be false or misleading; or
- (B) The Police Department or Fire Company receives more than four (4) false alarms in any one calendar year; or
- (C) If the permit holder fails to pay any service fee charged to the permit holder within thirty (30) days of issuance of service fee charges; or
- (D) If any alarm activation does not automatically reset in a thirty (30) minute period after activation.

The permit holder shall be given written notice of the pending revocation and provided an opportunity to effect compliance, or acceptable assurances or explanation, within a period of ten (10) days following the issuance of the notice. If such compliance, assurance or explanation is not accomplished or accepted, the permit revocation, unless timely challenged, shall become effective on the date contained in the written notice. (Ord. 2827, 10-25-1982)

6-6-15: CONTESTED REVOCATION:

Each permit holder challenging the revocation of an alarm user's permit shall be entitled to an administrative hearing in accordance with the provisions of [Title 1, Chapter 11](#) of this code. (Ord. 2827, 10-25-1982)

6-6-16: LIABILITY OF THE VILLAGE LIMITED:

In the event that the village deems it necessary to revoke or suspend the alarm user's permit, the village shall incur no liability by such action, whether or not the alarm system is functioning. (Ord. 2827, 10-25-1982)

6-6-17: PENALTIES FOR VIOLATION:

It is a violation of this chapter for any person to:

- (A) Operate an alarm system of the type prohibited by this chapter;
- (B) Operate an alarm system designed to summon the Police or Fire Departments without having a valid alarm user's permit as required by this chapter; or
- (C) Fail to pay any service charge assessed under this chapter.

Each such violation constitutes an offense punishable by a fine from twenty five dollars (\$25.00) to five hundred dollars (\$500.00). Each day that such violation continues shall constitute a

separate offense. (Ord. 2827, 10-25-1982)

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

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

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

AYES:

NAYS:

ABSENT:

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

Village President of the Village
of Glen Ellyn, Illinois

ATTEST:

Village Clerk of the Village
of Glen Ellyn, Illinois

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

VILLAGE OF GLEN ELLYN

ORDINANCE NO. _____ -VC

AN ORDINANCE TO AMEND CHAPTER 6
(POLICE/FIRE ALARM SYSTEMS)
OF THE VILLAGE CODE OF THE
VILLAGE OF GLEN ELLYN, ILLINOIS

ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE
VILLAGE OF GLEN ELLYN
DUPAGE COUNTY, ILLINOIS
THIS _____ DAY OF _____, 20____.

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



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

Meeting: 02/16/15 07:00 PM
Department: Administration
Department Head: Greg Mathews
Category: Discussion Item
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1623)

DOC ID: 1623

Village Attorney Greg Mathews will lead the discussion regarding the proposed ordinance for the sale of municipal property for development projects.

Background

The Village Board frequently voices the opinion that promotion of development in Glen Ellyn will enhance the quality of life in the community. With the uptick in the economy we recently received several inquiries from developers seeking project approvals for the downtown business district. In some of the proposals, developers sought to acquire and include Village owned property, including recent projects involving the Main Street parking lot and the Glenwood parking lot. Many such development proposals involve negotiations over an extended period of time and require significant monetary investment by the developer to generate engineering and architectural designs.

Issues

One obstacle to negotiations and entry into a development agreement expressed by developers entails the current requirements for sale or transfer of public property as part of the agreement. The Village now operates under a set of rules which includes the requirement that municipal property must be sold or transferred after a formal bidding process pursuant to 65 ILCS 5/11-76-2. This means that a developer must choose whether to purchase property in advance of knowing whether a project will be approved or potentially go through the approval process and face a competitor's bid for more cash and lose out completely. The process may act as a disincentive for development.

Recommendation

The Village, as a home rule municipality with legislative authority, may enact an ordinance which streamlines the process for transfer of municipal property related to commercial development but includes sufficient safeguards to protect the interests of the community. The Ordinance for consideration by the Board will eliminate the need to put municipal property out for bid to provide assurance to prospective developers that their efforts will bear fruit but maintain the voting requirement that a $\frac{3}{4}$ majority of the Board must approve the transfer of property as part of a development agreement. Staff recommends that we exercise our authority to enact such an ordinance to promote a development-friendly atmosphere in Glen Ellyn.

Action Requested

Discussion of the proposed Ordinance and direction to staff whether to place this item on an agenda.

ATTACHMENTS:

- Proposed Ordinance Sale of Municipal Property for Redevelopment (PDF)

Village Of Glen Ellyn

Ordinance No. _____ - VC

An Ordinance of the Village of Glen Ellyn Regarding the Sale of
Municipal Property for Redevelopment.

Adopted by the
President and the Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois
This _____ Day of _____, 20_____.

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

Ordinance No. _____ - VC

**An Ordinance of the Village of Glen Ellyn Regarding the Sale of
Municipal Property for Redevelopment.**

WHEREAS, from time-to-time, the Village of Glen Ellyn is the owner of real property or rights in real property such as easements; and

WHEREAS, such property, may sometimes be of little benefit to the public for public use but can, on its own, or in conjunction with other privately-owned property, provide the basis for significant economic improvement; and

WHEREAS, the provision of State law regarding the transfer of publicly-owned property are sometimes cumbersome and interfere with the efficient transfer of public property for economic development or redevelopment; and

WHEREAS, the Village of Glen Ellyn, as a home rule municipality, is interested in adopting an ordinance which, as an addition to any other statutory methods for the transfer of public property, will allow the Village, after a noticed public hearing, to transfer publicly-owned real estate, including certain lesser rights in real estate in whole or in part to private parties, or to another unit of government in accordance with an approved economic development plan;

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

Section One: Property Transfer:

In addition to any powers granted to the Village by State law, to transfer ownership or other interest in real estate, the Village may make such transfers in whole or in part, in accordance with an economic development plan, to a private party or to a unit of government. The economic development plan shall constitute a contract between the Village and the party or parties to whom the full or partial transfer is to be made. The Village may, at such times as it deems expedient, in conjunction with a development or redevelopment proposal or plan, enter into a contract with any public or private agency, entity, corporation, or person pertaining to the lease or sale of municipal property. The Village may, at such times as it deems expedient, also transfer and sell the fee simple title, or such lesser estate, as the Village may own or possess, all or any part of the municipal real property within the area of a development or redevelopment project to any public or private agency, entity, corporation, or person pursuant to such terms and provisions as the Village deems appropriate and in the best interests of its citizens, after a duly noticed public hearing, upon the vote of $\frac{3}{4}$ of the Corporate Authorities pursuant to 65 ILCS 5/11-76-1. Specifically, the Village will not be required to advertise the proposed sale of real estate and will not be required to solicit bids for the sale of real estate.

Section Two: Development Plan:

The transfer of ownership or other interest in real estate owned by the Village, pursuant to an economic development plan, shall be authorized by an ordinance. Either the ordinance or the development plan or both shall contain the compensation which the Village is to receive in return for the transfer. In determining whether to make a transfer pursuant to an economic development plan, the Village shall consider whether the compensation received for the real

estate whether money or other compensation, along with other economic benefits which the Village will receive relating to jobs, anticipated taxes, area improvements or other benefits, justify the transfer of the real estate. The ordinance or the development plan shall contain a finding or findings to support the transfer.

Section Three: Effect of Ordinance:

The provisions of this Ordinance are intended to supersede any provision of State law or other Village ordinances with which they are in conflict.

Section Four: Effective Date:

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form if required by law.

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

Ayes:

Nays:

Absent:

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

Village President of the
Village of Glen Ellyn, Illinois

Attest:

Village Clerk of the
Village of Glen Ellyn, Illinois

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



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

Meeting: 02/16/15 07:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Bond
Prepared By: Christina Coyle

SCHEDULED

AGENDA ITEM (ID # 1618)

DOC ID: 1618

Finance Director Christina Coyle will lead the discussion regarding capital project funding options.

Background

The Village Board has provided direction to proceed with the relocation of the Police Department to a new facility to be built near Panfish Park. To provide capital for the project, it is necessary to borrow in the form of bonds. To achieve the lowest cost to borrow, the Village is planning to issue tax exempt General Obligation Bonds, which provide the greatest security to bond holders and result in the lowest interest rates. The bonds will be repaid without increasing the tax levy by adjusting the scope and timing of other projects within the Capital Projects Fund, most notably deferring the reconstruction of some non-improved roadways.

The process of issuing bonds is lengthy, and will take around 3 months to complete. To assist with the bond issuance process, the Village engages a financial advisor and bond counsel. Robert W. Baird was approved as the financial advisor at the February 9, 2015, board meeting. Stephan Roberts from Robert W. Baird will be in attendance at the workshop to answer any questions the Board may have. Selection of bond counsel will be brought to the Village Board for approval in the near future.

Issues

In order to provide the funding necessary for the police station, the Village will need to issue debt. It may be advantageous to also issue bonds at this time for other identified, unfunded projects that can be completed within three years from issuance (bonds are required to be spent within three years of issuance). In July 2014, the Village Board provided some preliminary direction on funding levels for certain capital projects. At this point, staff is looking for direction from the Board on whether to include \$6 million in additional projects to the issuance for the police station. This additional \$6 million would provide \$1.5 million for stormwater improvements and \$4.5 million for Central Business District (CBD) street improvements. The \$1.5 million in stormwater improvements would provide funding to address Lake Ellyn improvements that have been directed by the Village Board. The board preliminarily approved funding for the CBD street and streetscape improvements at a level of \$4.5 million, \$3M for street work and another \$1.5M for streetscape improvements. Although the scope of the work is still to be debated, sidewalk and lighting improvements as well as parkway tree and electrical improvements are some of the enhancements that have been discussed. The CIC had begun a discussion on this topic this month and will be providing some input for the Village Board to consider.

Staff is recommending that the Board approve issuing debt for these projects at this time due to the low interest rate environment. Issuing debt now versus later will likely result in a lower cost to the Village (and the taxpayer) by reducing the interest payments on the debt. Various financial outlets differ on when the Federal Reserve will increase interest rates. Some say as soon as mid 2015 with others anticipating rate increases later in the year. We are not equipped with a crystal ball to guess

when interest rates will rise; we can only know that the only two options for the Federal Reserve at this juncture are to raise rates or keep them stagnant.

Robert W. Baird has prepared an analysis which serves as a decision making tool regarding the impact to the Village of interest rate increases, which is an attachment to this memo. Stephan Roberts from Baird will be in attendance at the meeting go over this analysis with the Board and to answer any Village Board questions. The results of this analysis show it is cheaper to the Village to issue debt now as opposed to later if interest rates increase by 0.12%-0.39% over the next two years. If interest rates increase by less than this amount, then the Village is indifferent to issuing now versus later.

With this in mind, staff also considered issuing bonds at this time for the parking garage associated with the OPUS project on Main Street. Since this project is very preliminary, staff is not recommending including this bond issuance. The Village is required to use all bond proceeds within three years and we cannot be certain the funds will be needed for that project within that timeframe. However, we may want to include parking as a potential project in the bond issuance to provide greater flexibility for using bond proceeds over the next three years. It should be noted, the parking garage costs could be repaid by TIF proceeds over the life of the TIF, but the capital plan will likely not be able to pay for a project of this magnitude in a pay-as-you-go approach. In other words, it will be necessary to issue debt to fund the parking garage project if it proceeds ahead.

Analysis

A second consideration when deciding to issue bonds is the impact upon our Capital Projects Fund. Attached with this memo are four different scenarios for the Capital Projects Fund. All scenarios presented include the police station, CBD work, and Lake Ellyn improvements, as the Village Board has identified these as projects for the Village to undertake. The differences between the scenarios are the amount of debt to be issued to fund those projects.

Scenario One: Issue debt only for the police station

In this Scenario, the Capital Projects Fund runs a deficit position in several years in the forecast. In order to complete the three identified projects (Police Station, CBD streets and streetscape, and Lake Ellyn Improvements), it would be necessary to defer projects.

Scenario Two: Issue debt for the police station and Lake Ellyn Improvements

In this Scenario, the Capital Projects Fund projects a positive balance in all years. However, in several years the fund balance dips to alarmingly low levels. Over the life of this forecast, the Village would need to be cognizant of actual revenues received and would need to adjust the planned projects accordingly if the revenues did not meet or exceed the forecast.

Scenario Three: Issue debt for the police station, Lake Ellyn Improvements, and half of the CBD work

In this Scenario, the Capital Projects Fund projects a positive balance in all years. The fund balance does dip to \$1.75 million in 2019. The Village would need to be mindful of fund performance from year to year and adjusted planned projects accordingly.

Scenario Four: Issue debt for the police station, Lake Ellyn Improvements, and the CBD work

In this Scenario, the Capital Projects Fund projects a positive balance in all years.

It is important to note that in all scenarios, an assumption has been made that the property tax levy will increase by 3.4% each year subsequent to 2015. Property tax increases are tied to changes in CPI and new growth in the EAV (construction or annexations). CPI over the last 10 years has averaged 2.4%. A conservative 1% new growth has been added to arrive at the 3.4%. Should the Board decide not to increase the levy, this would impact the Capital Projects Fund's capacity to complete projects. It is also important to note that neither scenario presented includes a property tax increase outside of the Village's normal, self-imposed tax cap limits.

Lastly, there are still several unscheduled/unfunded capital projects that will potentially need funding consideration in the future that will impact the Capital Project Fund including a parking structure, pedestrian tunnel, over/underpass, fire station, and train station improvements. There is also the deferred street projects that will need to be incorporated back into the long range plan, so some review and modifications to future capital plans will certainly be necessary.

Next Steps

Throughout the next several months, various events will occur to issue bonds. Baird has provided us with a tentative issuance timeline which is attached to this memo. The Board will be updated on the progress of the issuance. Some of the events which will occur over the next several months include:

Selection of Bond Counsel

We anticipate bringing the selection of bond counsel before the board at the February 23 meeting.

Parameters ordinance

The Board will need to issue a parameters ordinance to permit the Village staff to issue debt. It is common for a parameters ordinance to include greater flexibility than what we anticipate. This ordinance also identifies maximum annual debt service payments and an interest rate maximum, as legal parameters. Two of the following officials – Village President, Village Clerk, Village Manager, and Finance Director – will be required to sign off on the final bond order documents once the competitive sale has been completed.

Ratings

In 2012, the Village was rated Aa1 by Moody's, one notch below their highest rating of Aaa. We will work with our financial advisers to update our rating, which is common when issuing new bonds. We will also work with our financial advisor to determine if it is in the

best interest of the Village to switch rating agencies, with the potential to achieve a higher rating with S&P. Moody's has indicated that the Village will likely never make it to their highest rating due to the constraints of our EAV (Equalized Assessed Value). It is possible, although not guaranteed, that we may achieve a higher rating with S&P.

Bond investors use our rating to measure investment risk (the risk that we will not make principal and/or interest payments). Rating agencies, like Moody's and S&P, evaluate the totality of our financial circumstances, management, and a variety of other factors to grade our ability and willingness to make the bond payments on time and in full. In a competitive bond sale, the potential bond underwriters use the ratings to assess risk and provide a bid based on the ratings. The higher the rating, the lower the risk of default, which results in a lower interest rate. We will select the bond underwriter that bids the lowest overall interest rate over the life of the bond

Action Requested

Staff is requesting the Village Board's direction on the amount of bonds to issue.

ATTACHMENTS:

- Interest Rate Breakeven Analysis - \$5M (PDF)
- CIP for Project Funding Workshop - Updated 2015-02-11 (PDF)
- Glen Ellyn Timetable 2015 (PDF)

Village of Glen Ellyn
Interest Rate Breakeven Analysis
\$5,000,000 Bond Issue

This is the historical change in rates over the periods specified. Ex. in the last 6 months, rates have fluctuated 0.65%

This is the term that the Village would wait to issue additional debt

Date	Term	Project Fund Investment Rates ⁽¹⁾	Negative Arbitrage in Project Fund		\$5,000,000 Par Interest Rate Breakeven ⁽³⁾	20 Year "AAA" MMD Lookback		
			As a Percent ⁽²⁾	In Dollars ⁽²⁾		Minimum Rate	Maximum Rate	Change in Rates
9/1/2015	6 month	0.08%	2.53%	\$63,325	0.12%	2.44%	3.09%	0.65%
3/1/2016	1 Year	0.22%	2.39%	\$119,650	0.23%	2.44%	3.67%	1.23%
9/1/2016	18 month	0.40%	2.21%	\$165,975	0.32%	2.44%	4.25%	1.81%
3/1/2017	2 Year	0.59%	2.02%	\$202,300	0.39%	2.35%	4.25%	1.90%

- (1) Assumed US Treasury Rates as of January 9, 2015 - 6 month at 0.08%, 1 year at 0.22% and 2 year at 0.59%.
 (2) Bond yield on an \$5 million bond issue amortized level debt service over 20 years is 2.613%. Negative arbitrage represents bond yield less interest earnings on project fund deposit.
 (3) One basis point (0.01%) on an \$5 million bond issue amortized level debt service over 20 years represents a total interest cost of \$5,125.

Robert W. Baird is providing this information to you for discussion purposes only in seeking to serve as a financial advisor or municipal advisor to you. Baird is a municipal advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A financial advisor or municipal advisor is subject to a fiduciary duty, including a duty of care and a duty of loyalty, and is acting in the best interests of the client. See "Important Disclosures" contained herein.

This is the assumed interest rate the bond proceeds would earn in our bank account until they were spent

Negative arbitrage is a cost to the Village while the bond proceeds are unspent. It means that while the funds sit in our bank account earning interest at 0.08%-0.59%, we are paying 2-3% interest to the bond holders.

This is the **DECISION** metric to focus on. If rates increase by this amount or more, it is cheaper for the Village to issue the additional debt now versus later

**Robert W. Baird & Co.
G-17 Disclosures as Financial Advisor**

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If Baird is hired as financial advisor in connection with an issuance of municipal securities, Baird will provide municipal advisory services with respect to the issuance of municipal securities, including advice, recommendations and other assistance regarding the structure, timing, terms and other similar matters concerning the particular issuance of municipal securities for which you may be considering. As such, Baird will serve as a fiduciary and act solely in your best interest. Baird's fiduciary duties as your financial advisor will include the duty of care and the duty of loyalty. Under MSRB Rule G-23, if Baird is hired as financial advisor with respect to an issuance of municipal securities, Baird will not be able to serve as underwriter or placement agent for that issuance.

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Any information or estimates contained in the Materials are based on publicly available data, including information about recent transactions believed to be comparable, and Baird's experience, and are subject to change without notice. Interested parties are advised to contact Baird for more information.

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Village of Glen Ellyn
Capital Improvement Plan
CAPITAL PROJECT FUND

	SPENT TO-DATE	CY2015 BUDGET	CY2016 FORECAST	CY2017 FORECAST	CY2018 FORECAST	CY2019 FORECAST	CY2020 FORECAST	CY2021 FORECAST	CY2022 FORECAST	CY2023 FORECAST
Capital Fund										
Revenues - Capital Projects Fund		\$ 6,624,000	\$ 6,670,812	\$ 6,819,813	\$ 6,975,221	\$ 7,137,263	\$ 7,306,175	\$ 7,482,202	\$ 7,665,599	\$ 7,856,634
Bond Proceeds		\$ 12,000,000								
Minor capital investment/other expenditures	ongoing	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Pavement Preservation Program	ongoing	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Non-Roadway Construction Projects:										
Lake Ellyn Improvements	64,000	455,000	-	-	-	-	-	-	-	-
Nicoll Way Land Bridge Repairs	150,000	-	-	-	-	-	-	-	-	-
Hill Avenue Bridge	5,000	25,000	175,000	-	-	-	-	-	-	-
Reno Center Expansion - Salt Storage Facility (See MFT)	-	50,000	-	-	-	-	-	-	-	-
Street Lighting Improvements - Rte 38 / LED Initiative	20,000	250,000	120,000	-	-	-	-	-	-	-
Street Lighting Improvements - CBD	-	85,000	-	-	-	-	-	-	-	-
Other Projects: Stormwater, Traffic, etc.	20,500	1,790,000	65,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Streetscape and Signage	55,000	25,000	-	-	-	-	-	-	-	-
Sidewalk Program	ongoing	345,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Taylor Pedestrian Underpass	70,000	85,000	200,000	175,000	-	-	-	-	-	-
Pedestrian Tunnel in CBD-Feasibility Study		-	-	-	-	-	-	-	-	-
Viaduct / Underpass in CBD-Feasibility Study		-	-	-	-	-	-	-	-	-
Police Station	-	200,000	11,400,000	400,000	-	-	-	-	-	-
Roadway Rehabilitation Program										
2014 Street Resurfacing	955,000	-	-	-	-	-	-	-	-	-
2014 Chidester-Elm-Lenox-Linden	2,715,000	-	-	-	-	-	-	-	-	-
Elm-Geneva Connectors-Cottage	17,500	1,650,000	-	-	-	-	-	-	-	-
Glenwood-Arbor-Ridgewood	10,000	2,070,000	-	-	-	-	-	-	-	-
Crescent Blvd		1,265,000	-	-	-	-	-	-	-	-
2015 Street Resurfacing		300,000	-	-	-	-	-	-	-	-
CBD Roadway and Streetscape		250,000	-	2,250,000	2,250,000	-	-	-	-	-
Engineering for Future Projects	ongoing	390,000	-	-	-	-	-	-	-	-
Future Street Projects	-	-	4,405,000	3,235,000	1,530,000	6,715,000	4,382,000	4,024,000	2,563,000	7,319,000
IFT / General Fund Engineering	ongoing	232,600	237,000	242,000	247,000	252,000	257,000	262,000	267,000	272,000
Subtotal - Planned Improvements - Capital Projects Fund		9,872,600	17,082,000	7,082,000	4,807,000	7,747,007	5,419,008	5,066,009	3,610,010	8,371,011
Bond Repayments		\$ 934,000	\$ 934,000	\$ 934,000	\$ 934,000	\$ 934,000	\$ 934,000	\$ 934,000	\$ 934,000	\$ 934,000
Total Expenditures - Capital Projects Fund		\$ 10,806,600	\$ 18,016,000	\$ 8,016,000	\$ 5,741,000	\$ 8,681,007	\$ 6,353,008	\$ 6,000,009	\$ 4,544,010	\$ 9,305,011
Change in Fund Balance, Capital Projects Fund		\$ 7,817,400	\$ (11,345,188)	\$ (1,196,187)	\$ 1,234,221	\$ (1,543,744)	\$ 953,167	\$ 1,482,193	\$ 3,121,589	\$ (1,448,377)
Capital Projects Fund Balance, Beginning of Year		\$ 3,536,675	\$ 11,354,075	\$ 8,887	\$ (1,187,300)	\$ 46,921	\$ (1,496,823)	\$ (543,656)	\$ 938,537	\$ 4,060,126
Capital Projects Fund Balance, End of Year		\$ 11,354,075	\$ 8,887	\$ (1,187,300)	\$ 46,921	\$ (1,496,823)	\$ (543,656)	\$ 938,537	\$ 4,060,126	\$ 2,611,749

Village of Glen Ellyn
Capital Improvement Plan
CAPITAL PROJECT FUND

	SPENT TO-DATE	CY2015 BUDGET	CY2016 FORECAST	CY2017 FORECAST	CY2018 FORECAST	CY2019 FORECAST	CY2020 FORECAST	CY2021 FORECAST	CY2022 FORECAST	CY2023 FORECAST
Capital Fund										
Revenues - Capital Projects Fund		\$ 6,624,000	\$ 6,670,812	\$ 6,819,813	\$ 6,975,221	\$ 7,137,263	\$ 7,306,175	\$ 7,482,202	\$ 7,665,599	\$ 7,856,634
Bond Proceeds		\$ 13,500,000								
Minor capital investment/other expenditures	ongoing	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Pavement Preservation Program	ongoing	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Non-Roadway Construction Projects:										
Lake Ellyn Improvements	64,000	455,000	-	-	-	-	-	-	-	-
Nicoll Way Land Bridge Repairs	150,000	-	-	-	-	-	-	-	-	-
Hill Avenue Bridge	5,000	25,000	175,000	-	-	-	-	-	-	-
Reno Center Expansion - Salt Storage Facility (See MFT)	-	50,000	-	-	-	-	-	-	-	-
Street Lighting Improvements - Rte 38 / LED Initiative	20,000	250,000	120,000	-	-	-	-	-	-	-
Street Lighting Improvements - CBD	-	85,000	-	-	-	-	-	-	-	-
Other Projects: Stormwater, Traffic, etc.	20,500	1,790,000	65,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Streetscape and Signage	55,000	25,000	-	-	-	-	-	-	-	-
Sidewalk Program	ongoing	345,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Taylor Pedestrian Underpass	70,000	85,000	200,000	175,000	-	-	-	-	-	-
Pedestrian Tunnel in CBD-Feasibility Study		-	-	-	-	-	-	-	-	-
Viaduct / Underpass in CBD-Feasibility Study		-	-	-	-	-	-	-	-	-
Police Station	-	200,000	11,400,000	400,000	-	-	-	-	-	-
Roadway Rehabilitation Program										
2014 Street Resurfacing	955,000	-	-	-	-	-	-	-	-	-
2014 Chidester-Elm-Lenox-Linden	2,715,000	-	-	-	-	-	-	-	-	-
Elm-Geneva Connectors-Cottage	17,500	1,650,000	-	-	-	-	-	-	-	-
Glenwood-Arbor-Ridgewood	10,000	2,070,000	-	-	-	-	-	-	-	-
Crescent Blvd	-	1,265,000	-	-	-	-	-	-	-	-
2015 Street Resurfacing	-	300,000	-	-	-	-	-	-	-	-
CBD Roadway and Streetscape	-	250,000	-	2,250,000	2,250,000	-	-	-	-	-
Engineering for Future Projects	ongoing	390,000	-	-	-	-	-	-	-	-
Future Street Projects	-	-	4,405,000	3,235,000	1,530,000	6,715,000	4,382,000	4,024,000	2,563,000	7,319,000
IFT / General Fund Engineering	ongoing	232,600	237,000	242,000	247,000	252,000	257,000	262,000	267,000	272,000
Subtotal - Planned Improvements - Capital Projects Fund		9,872,600	17,082,000	7,082,000	4,807,000	7,747,007	5,419,008	5,066,009	3,610,010	8,371,011
Bond Repayments*		\$ 888,000	\$ 888,000	\$ 888,000	\$ 888,000	\$ 888,000	\$ 888,000	\$ 888,000	\$ 888,000	\$ 888,000
Total Expenditures - Capital Projects Fund		\$ 10,760,600	\$ 17,970,000	\$ 7,970,000	\$ 5,695,000	\$ 8,635,007	\$ 6,307,008	\$ 5,954,009	\$ 4,498,010	\$ 9,259,011
Change in Fund Balance, Capital Projects Fund		\$ 9,363,400	\$ (11,299,188)	\$ (1,150,187)	\$ 1,280,221	\$ (1,497,744)	\$ 999,167	\$ 1,528,193	\$ 3,167,589	\$ (1,402,377)
Capital Projects Fund Balance, Beginning of Year		\$ 3,536,675	\$ 12,900,075	\$ 1,600,887	\$ 450,700	\$ 1,730,921	\$ 233,177	\$ 1,232,344	\$ 2,760,537	\$ 5,928,126
Capital Projects Fund Balance, End of Year		\$ 12,900,075	\$ 1,600,887	\$ 450,700	\$ 1,730,921	\$ 233,177	\$ 1,232,344	\$ 2,760,537	\$ 5,928,126	\$ 4,525,749

Village of Glen Ellyn
Capital Improvement Plan
CAPITAL PROJECT FUND

	SPENT TO-DATE	CY2015 BUDGET	CY2016 FORECAST	CY2017 FORECAST	CY2018 FORECAST	CY2019 FORECAST	CY2020 FORECAST	CY2021 FORECAST	CY2022 FORECAST	CY2023 FORECAST
Capital Fund										
Revenues - Capital Projects Fund		\$ 6,624,000	\$ 6,670,812	\$ 6,819,813	\$ 6,975,221	\$ 7,137,263	\$ 7,306,175	\$ 7,482,202	\$ 7,665,599	\$ 7,856,634
Bond Proceeds		\$ 15,750,000								
Minor capital investment/other expenditures	ongoing	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Pavement Preservation Program	ongoing	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Non-Roadway Construction Projects:										
Lake Ellyn Improvements	64,000	455,000	-	-	-	-	-	-	-	-
Nicoll Way Land Bridge Repairs	150,000	-	-	-	-	-	-	-	-	-
Hill Avenue Bridge	5,000	25,000	175,000	-	-	-	-	-	-	-
Reno Center Expansion - Salt Storage Facility (See MFT)	-	50,000	-	-	-	-	-	-	-	-
Street Lighting Improvements - Rte 38 / LED Initiative	20,000	250,000	120,000	-	-	-	-	-	-	-
Street Lighting Improvements - CBD	-	85,000	-	-	-	-	-	-	-	-
Other Projects: Stormwater, Traffic, etc.	20,500	1,790,000	65,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Streetscape and Signage	55,000	25,000	-	-	-	-	-	-	-	-
Sidewalk Program	ongoing	345,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Taylor Pedestrian Underpass	70,000	85,000	200,000	175,000	-	-	-	-	-	-
Pedestrian Tunnel in CBD-Feasibility Study		-	-	-	-	-	-	-	-	-
Viaduct / Underpass in CBD-Feasibility Study		-	-	-	-	-	-	-	-	-
Police Station	-	200,000	11,400,000	400,000	-	-	-	-	-	-
Roadway Rehabilitation Program										
2014 Street Resurfacing	955,000	-	-	-	-	-	-	-	-	-
2014 Chidester-Elm-Lenox-Linden	2,715,000	-	-	-	-	-	-	-	-	-
Elm-Geneva Connectors-Cottage	17,500	1,650,000	-	-	-	-	-	-	-	-
Glenwood-Arbor-Ridgewood	10,000	2,070,000	-	-	-	-	-	-	-	-
Crescent Blvd	-	1,265,000	-	-	-	-	-	-	-	-
2015 Street Resurfacing	-	300,000	-	-	-	-	-	-	-	-
CBD Roadway and Streetscape	-	250,000	-	2,250,000	2,250,000	-	-	-	-	-
Engineering for Future Projects	ongoing	390,000	-	-	-	-	-	-	-	-
Future Street Projects	-	-	4,405,000	3,235,000	1,530,000	6,715,000	4,382,000	4,024,000	2,563,000	7,319,000
IFT / General Fund Engineering	ongoing	232,600	237,000	242,000	247,000	252,000	257,000	262,000	267,000	272,000
Subtotal - Planned Improvements - Capital Projects Fund		9,872,600	17,082,000	7,082,000	4,807,000	7,747,007	5,419,008	5,066,009	3,610,010	8,371,011
Bond Repayments*		\$ 1,034,000	\$ 1,034,000	\$ 1,034,000	\$ 1,034,000	\$ 1,034,000	\$ 1,034,000	\$ 1,034,000	\$ 1,034,000	\$ 1,034,000
Total Expenditures - Capital Projects Fund		\$ 10,906,600	\$ 18,116,000	\$ 8,116,000	\$ 5,841,000	\$ 8,781,007	\$ 6,453,008	\$ 6,100,009	\$ 4,644,010	\$ 9,405,011
Change in Fund Balance, Capital Projects Fund		\$ 11,467,400	\$ (11,445,188)	\$ (1,296,187)	\$ 1,134,221	\$ (1,643,744)	\$ 853,167	\$ 1,382,193	\$ 3,021,589	\$ (1,548,377)
Capital Projects Fund Balance, Beginning of Year		\$ 3,536,675	\$ 15,004,075	\$ 3,558,887	\$ 2,262,700	\$ 3,396,921	\$ 1,753,177	\$ 2,606,344	\$ 3,988,537	\$ 7,010,126
Capital Projects Fund Balance, End of Year		\$ 15,004,075	\$ 3,558,887	\$ 2,262,700	\$ 3,396,921	\$ 1,753,177	\$ 2,606,344	\$ 3,988,537	\$ 7,010,126	\$ 5,461,749

Village of Glen Ellyn
Capital Improvement Plan
CAPITAL PROJECT FUND

	SPENT TO-DATE	CY2015 BUDGET	CY2016 FORECAST	CY2017 FORECAST	CY2018 FORECAST	CY2019 FORECAST	CY2020 FORECAST	CY2021 FORECAST	CY2022 FORECAST	CY2023 FORECAST
Capital Fund										
Revenues - Capital Projects Fund		\$ 6,624,000	\$ 6,670,812	\$ 6,819,813	\$ 6,975,221	\$ 7,137,263	\$ 7,306,175	\$ 7,482,202	\$ 7,665,599	\$ 7,856,634
Bond Proceeds		\$ 17,000,000								
Minor capital investment/other expenditures	ongoing	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Pavement Preservation Program	ongoing	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Non-Roadway Construction Projects:										
Lake Ellyn Improvements	64,000	455,000	-	-	-	-	-	-	-	-
Nicoll Way Land Bridge Repairs	150,000	-	-	-	-	-	-	-	-	-
Hill Avenue Bridge	5,000	25,000	175,000	-	-	-	-	-	-	-
Reno Center Expansion - Salt Storage Facility (See MFT)	-	50,000	-	-	-	-	-	-	-	-
Street Lighting Improvements - Rte 38 / LED Initiative	20,000	250,000	120,000	-	-	-	-	-	-	-
Street Lighting Improvements - CBD	-	85,000	-	-	-	-	-	-	-	-
Other Projects: Stormwater, Traffic, etc.	20,500	1,790,000	65,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Streetscape and Signage	55,000	25,000	-	-	-	-	-	-	-	-
Sidewalk Program	ongoing	345,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Taylor Pedestrian Underpass	70,000	85,000	200,000	175,000	-	-	-	-	-	-
Pedestrian Tunnel in CBD-Feasibility Study		-	-	-	-	-	-	-	-	-
Viaduct / Underpass in CBD-Feasibility Study		-	-	-	-	-	-	-	-	-
Police Station	-	200,000	11,400,000	400,000	-	-	-	-	-	-
Roadway Rehabilitation Program										
2014 Street Resurfacing	955,000	-	-	-	-	-	-	-	-	-
2014 Chidester-Elm-Lenox-Linden	2,715,000	-	-	-	-	-	-	-	-	-
Elm-Geneva Connectors-Cottage	17,500	1,650,000	-	-	-	-	-	-	-	-
Glenwood-Arbor-Ridgewood	10,000	2,070,000	-	-	-	-	-	-	-	-
Crescent Blvd	-	1,265,000	-	-	-	-	-	-	-	-
2015 Street Resurfacing	-	300,000	-	-	-	-	-	-	-	-
CBD Roadway and Streetscape	-	250,000	-	2,225,000	2,225,000	-	-	-	-	-
Engineering for Future Projects	ongoing	390,000	-	-	-	-	-	-	-	-
Future Street Projects	-	-	4,405,000	3,235,000	1,530,000	6,715,000	4,382,000	4,024,000	2,563,000	7,319,000
IFT / General Fund Engineering	ongoing	232,600	237,000	242,000	247,000	252,000	257,000	262,000	267,000	272,000
Subtotal - Planned Improvements - Capital Projects Fund		9,872,600	17,082,000	7,057,000	4,782,000	7,747,007	5,419,008	5,066,009	3,610,010	8,371,011
Bond Repayments*		\$ 1,116,000	\$ 1,116,000	\$ 1,116,000	\$ 1,116,000	\$ 1,116,000	\$ 1,116,000	\$ 1,116,000	\$ 1,116,000	\$ 1,116,000
Total Expenditures - Capital Projects Fund		\$ 10,988,600	\$ 18,198,000	\$ 8,173,000	\$ 5,898,000	\$ 8,863,007	\$ 6,535,008	\$ 6,182,009	\$ 4,726,010	\$ 9,487,011
Change in Fund Balance, Capital Projects Fund		\$ 12,635,400	\$ (11,527,188)	\$ (1,353,187)	\$ 1,077,221	\$ (1,725,744)	\$ 771,167	\$ 1,300,193	\$ 2,939,589	\$ (1,630,377)
Capital Projects Fund Balance, Beginning of Year		\$ 3,536,675	\$ 16,172,075	\$ 4,644,887	\$ 3,291,700	\$ 4,368,921	\$ 2,643,177	\$ 3,414,344	\$ 4,714,537	\$ 7,654,126
Capital Projects Fund Balance, End of Year		\$ 16,172,075	\$ 4,644,887	\$ 3,291,700	\$ 4,368,921	\$ 2,643,177	\$ 3,414,344	\$ 4,714,537	\$ 7,654,126	\$ 6,023,749

\$12,000,000 - \$20,000,000*
Village of Glen Ellyn, Illinois
General Obligation Bonds, Series 2015
Timetable

Time and Responsibility Schedule*
As of February 6, 2015

Role	Participant	Abbreviation
Issuer	Village of Glen Ellyn	Village
Bond Counsel	TBD	BC
Financial Advisor	Robert W. Baird & Co.	FA

Week	Task	Responsible Participant(s)
Week 1	Organizational conference call.	All
Week 2	Bond Counsel begins drafting bond ordinance.	BC
Week 2	Preliminary Official Statement (“POS”) information request sent to Village.	FA
Week 3	First draft of bond ordinance distributed.	BC
Week 3	Information received from Village for POS.	Village
Week 4	Provide comments to first draft of bond ordinance.	All
Week 4	Distribute first draft of POS.	FA
Week 4	Distribute second draft of bond ordinance, if necessary.	BC
Week 5	Comments due on POS.	All
Week 5	Distribute second draft of POS.	FA
Week 5	Comments due and finalize bond ordinance.	All
Week 5	Distribute information to Moody’s, schedule a conference call or meeting and distribute third draft of POS.	FA
Week 6	Comments due on second draft POS.	All
Week 6	Conference call or meeting with Moody’s Analyst.	Village and FA
TBD	Adopt bond ordinance.	Village
Week 7	Receive bond rating.	Village and FA
Week 7	Finalize and post POS.	FA
Week 8 or 9	Competitive sale of bonds.	Village and FA
Week 10 or 11	Bond closing.	All

*Preliminary subject to change.

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