Agenda
Village of Glen Ellyn
Regular Workshop Meeting
Monday, April 17, 2017
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 the Village of Glen Ellyn ADA Coordinator, 630-469-5000, at least five (5) business days in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.

A. Call to Order

B. 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. 2017 First Quarter Financial Report: (Presented by Finance Director Coyle) (Discussion Only)

1. Finance Director Christina Coyle will review the 2017 First Quarter Financial Report.

F. Glen Ellyn Chamber of Commerce License Agreement Renewal: (Presented by Village Manager Franz) (Discussion Only)

1. Village Manager Mark Franz will lead a discussion regarding the Glen Ellyn Chamber of Commerce License Agreement Renewal.

G. Proposed Pedestrian Walkways Project: (Presented by Planning and Development Director Hulseberg) (Discussion Only)

1. Planning and Development Director Staci Hulseberg will present information regarding the proposed Pedestrian Walkways Project.

H. DuPage County Forest Preserve Proposed Lease of Maintenance Property and McKee House: (Presented by Village Manager Franz) (Discussion Only)

1. Village Manager Mark Franz will present information regarding a proposed lease of maintenance property and McKee House with the DuPage County Forest Preserve.

I. Other Items

J. Adjournment

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

Meeting: 04/17/17 07:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Report
Prepared By: Christina Coyle

SCHEDULED

AGENDA ITEM (ID # 2671) DOC ID: 2671

Finance Director Christina Coyle will review the 2017 First Quarter Financial Report.

Please find the report attached.

ATTACHMENTS:

- First Quarter 2017 Financial Report (PDF)

First Quarter Financial Report

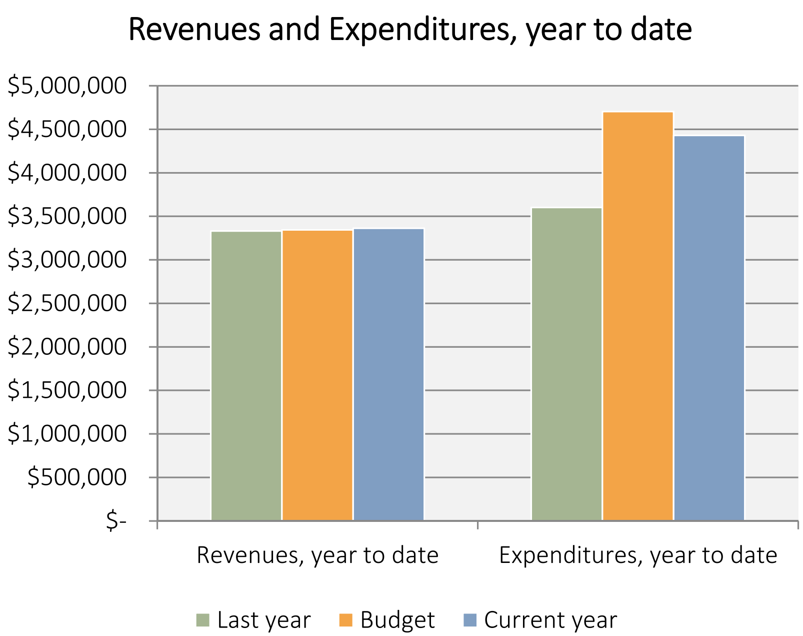
Village of Glen Ellyn, Illinois

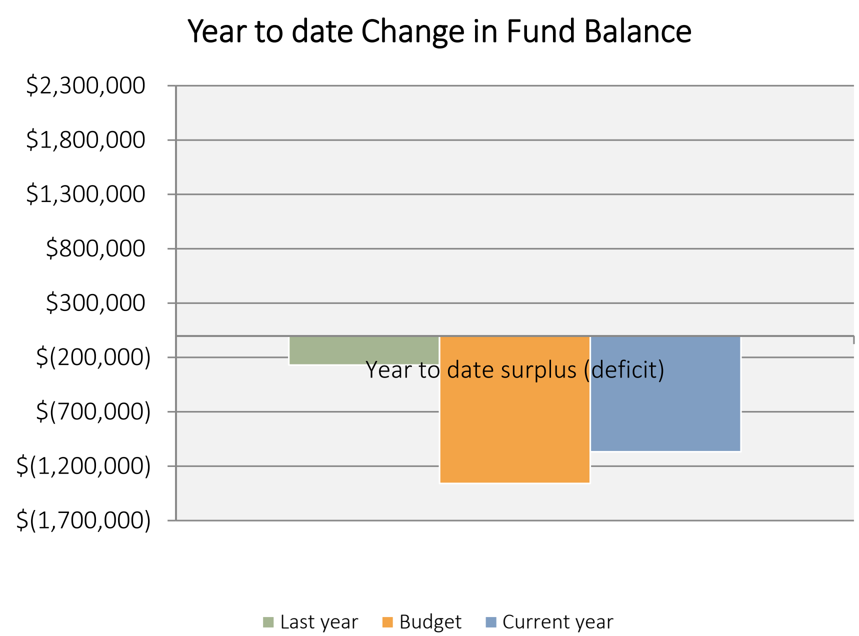
For the Period January 1, 2017 to March 31, 2017

Overview

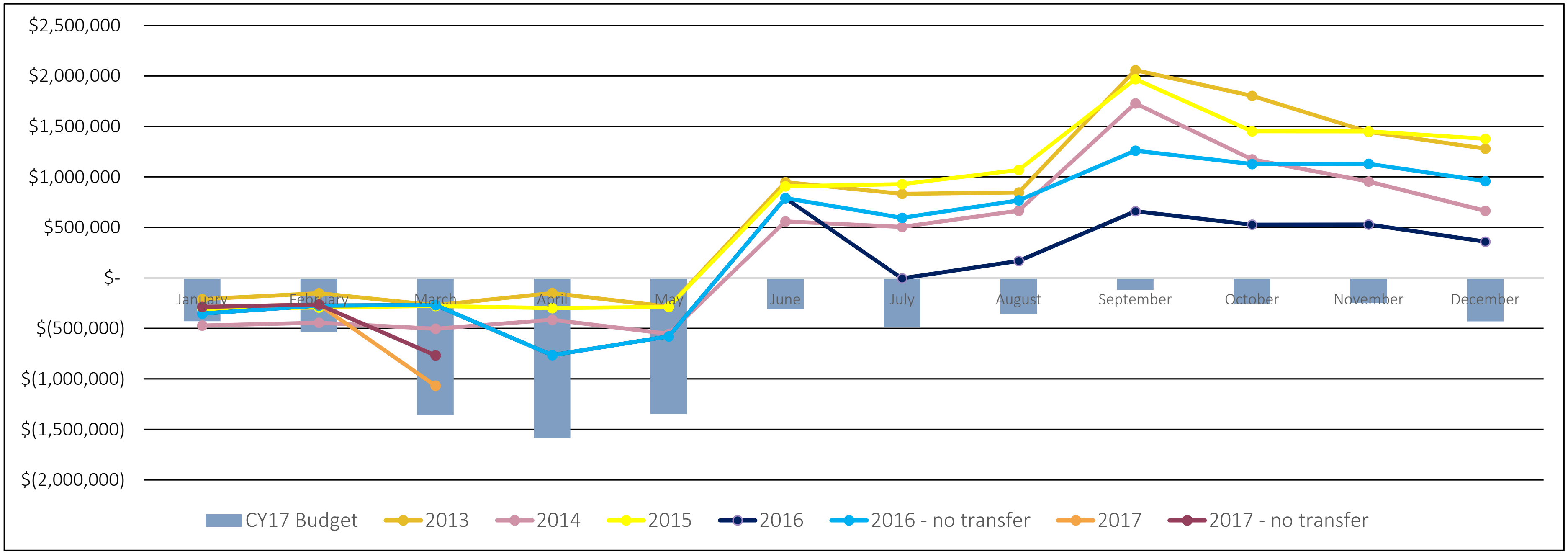
- Covers the period January 1, 2017 to March 31, 2017
- Report is on a budget basis
    - Cash basis
    - Unadjusted for accruals
    - Unaudited
- Report will be posted on the Village website

General Fund First Quarter Results





General Fund – 5 Year Historical Trend – Cumulative Change in Fund Balance



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Attachment: First Quarter 2017 Financial Report

E.1.a

General Fund – Key Revenues

Sales Tax

- First quarter receipts are for sales that took place in October – December 2016
- Year-to-date sales taxes are $30,918 ahead of budget, and $52,134 ahead of prior year

Home Rule Sales Tax

- First quarter receipts are for sales that took place in October – December 2016
- Year-to-date home rule sales taxes are $27,620 above budget, and $37,928 ahead of prior year

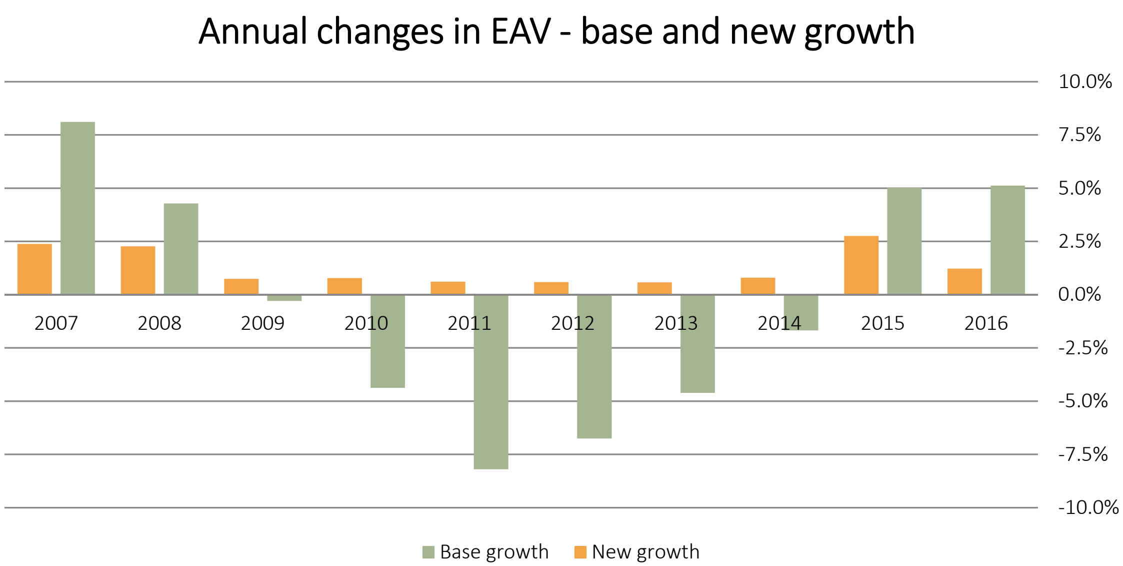
Income Tax

- Year-to-date income taxes are $89,741 below budget, and $88,304 below the prior year
- The positive gains seen by sales tax revenues are erased by the losses in the income tax
- Working closely with IGFOA and IML to determine the reason behind the income tax decrease

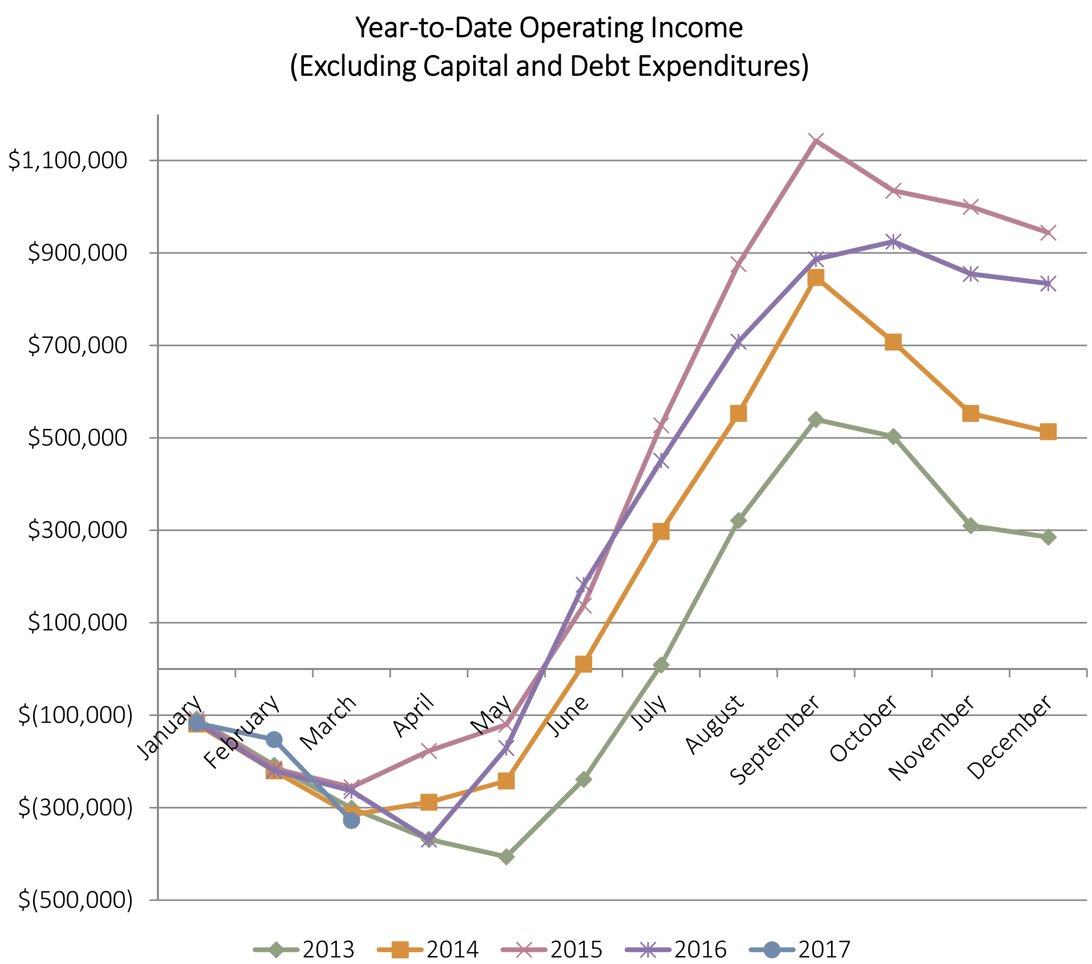
Other Notable Items in the General Fund for the First Quarter

- $36,780 was received from Glen Oak Country Club pursuant to an annexation agreement.
- $167,726 in economic development incentives were paid.
- A drier, milder winter has yielded $33,000 savings in snow costs in the General Fund.
- $300,000 in forfeiture dollars were transferred to the Capital Projects Fund for the Police Station construction
- March 2017 had three payrolls versus two in 2016.

Property Tax Equalized Assessed Value (EAV)



- 2016 EAV statistics were received.
    - Base EAV increased 5.1%.
    - New Growth increased 1.2% (does not include annexation).

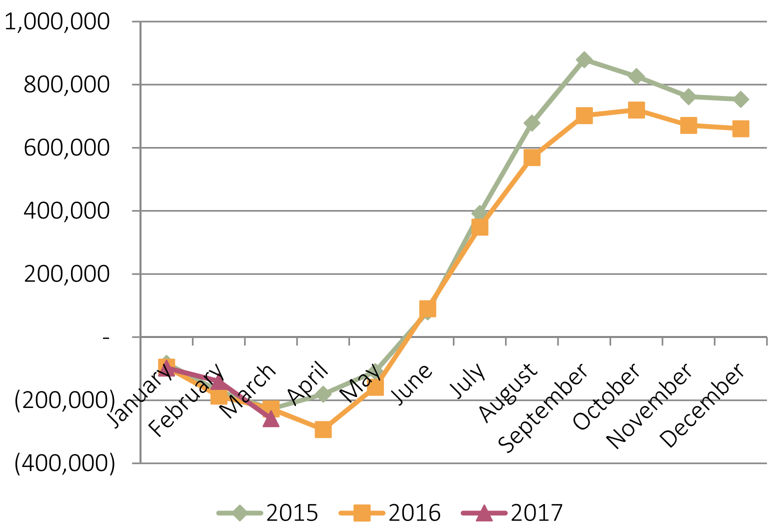


Village Links/Reserve 22 Fund

Calendar Year Cumulative Change in Net Position, excluding capital and debt expense

Village Links (Golf Operations)

OPERATING INCOME (EXCLUDES DEBT AND CAPITAL)



Golf Rounds YTD 2017: 2,522

Golf Rounds YTD 2016: 2,552

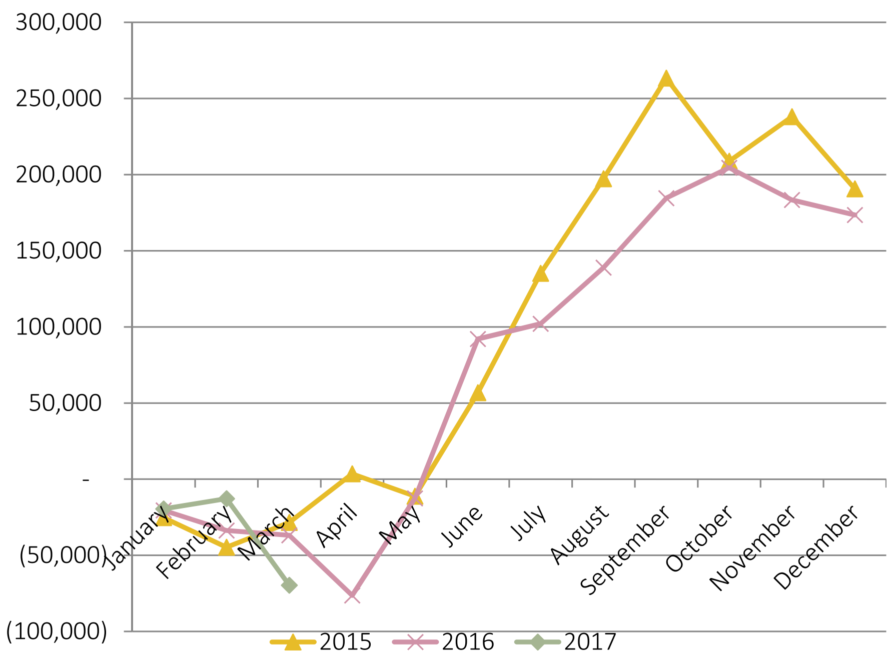
Resident Cards Sold YTD 2017: 1,734

Resident Cards Sold YTD 2016: 1,858

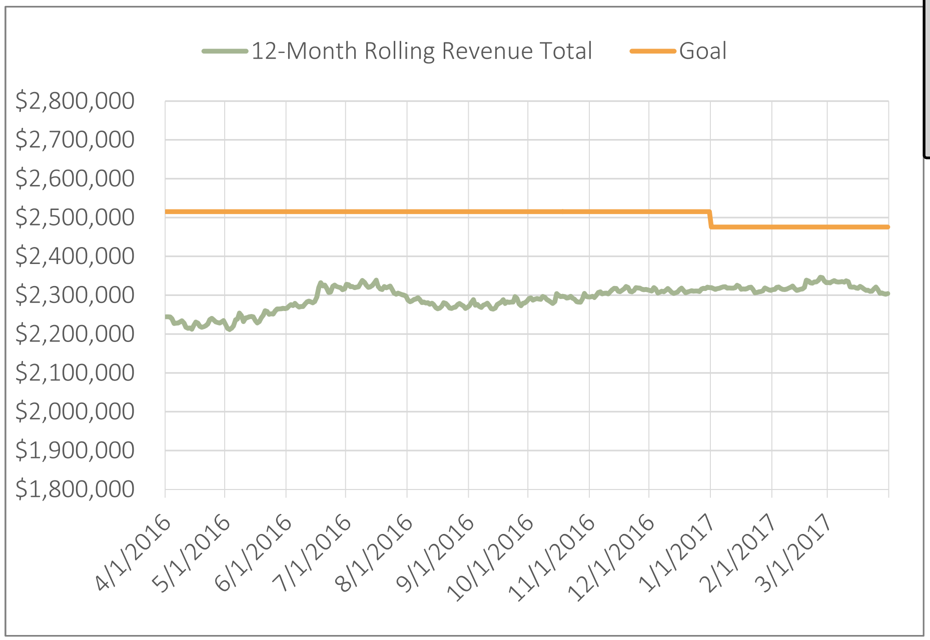
Reserve 22

Restaurant Operations

CUMULATIVE OPERATING INCOME (EXCLUDES CAPITAL AND DEBT)



12 MONTH ROLLING REVENUE



Village Links/Reserve 22 Fund

Notable Items for First Quarter 2017

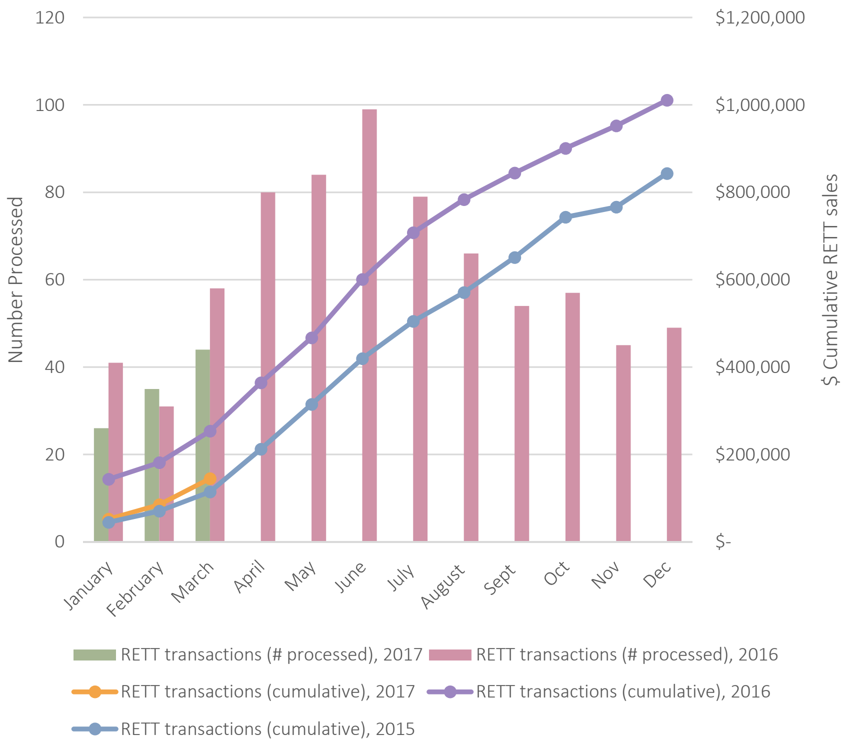
Village Links (Golf Operations)

- March had three payrolls versus two in 2016. This is an extra $33,910 in payroll expenses due to timing. If this was adjusted, operating income would be a loss of $224,085, slightly better than the prior year loss of $227,073.

Reserve 22 (Restaurant Operations)

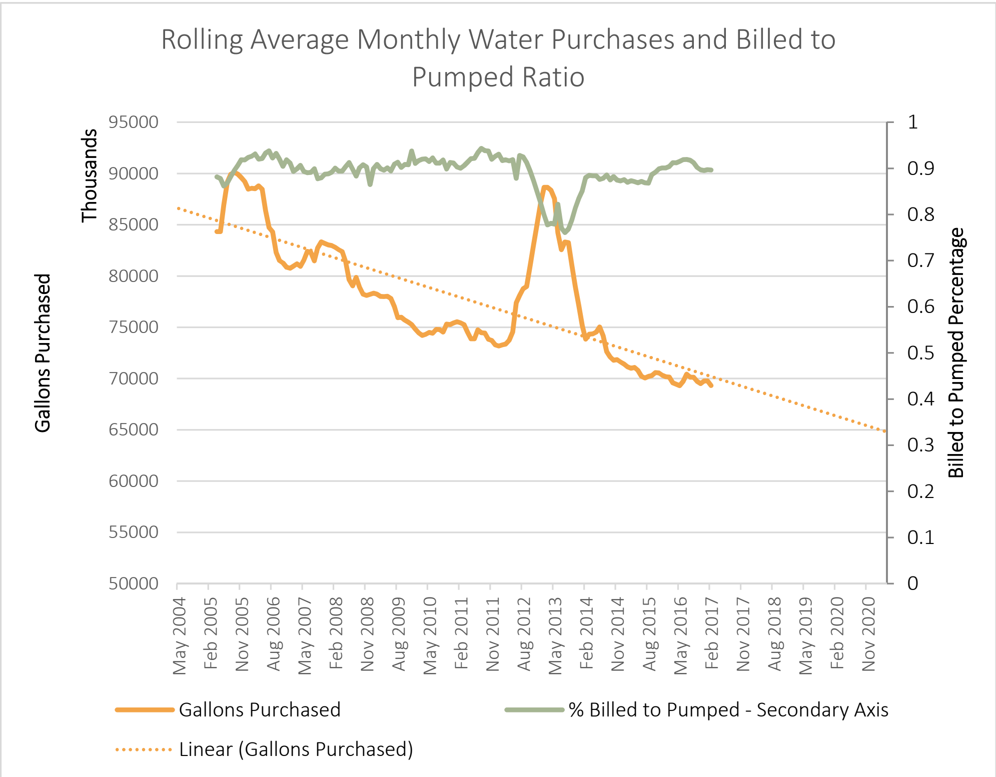
- Closed on Mondays in January and February.
- March had three payrolls versus two in 2016. This is an extra $37,195 in payroll expenses due to timing. If this was adjusted, operating income would be a loss of $32,409, slightly higher than the prior year loss of $36,784.

Real Estate



	2017	2016	2015
RETT Stamps Issued (#)	105	130	103
RETT ($)	$144,945	$253,533	$114,229
New Resident Applications	99	142	125

Water Consumption

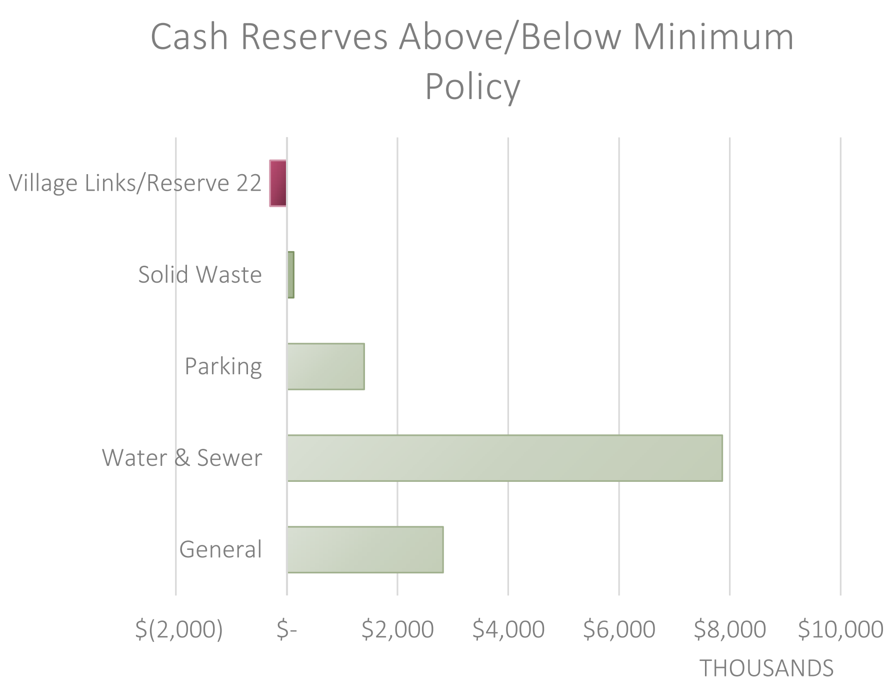


- From 2015 to 2016, water consumption decreased 0.78%.
- FYTD water consumption is down 4.26%.
- As of March 2017, the 12 month rolling average billed to pumped ratio was 89.7%.
- YTD water costs are down $6,700 from the prior year.

Other Notable Items

- Renewal rates were received for health insurance. These renewal rates are for July 2017 – June 2018.
  - *HMO increase of 0.2%, versus 6.7% projected as national average*
  - *PPO increase of 7.0%, versus 7.6% projected as national average*
  - *Dental plan increase of 6.5%, versus 4.1% projected as national averages*
  - *National averages obtained from the 2017 Segal Health Plan Cost Trend Survey*
  - *Will be reviewing implementing a High Deductible Plan Option during the next open enrollment.*

Cash Reserves



- All funds except Village Links/Reserve 22 have reserves above policy level.
- Village Links/Reserve 22 was authorized to purchase equipment which lowered the reserves below the policy level. This was a budgeted purchase.

Attachment: First Quarter 2017 Financial Report

Appendix A – Summary of Activity by Fund Type

Fund	Current Year Activity – Revised Budget: Revised Budget Revenues	Revised Budget (Expenses)	Net Income (Loss)	Current Year Activity – Year to date: Year to date Revenues	Expenditures (Expenses)	Net Income (Loss)	Encumbrances	Net Income Less Encumbrances	Prior Year Activity – Year to date: Year to date Revenues	Expenditures (Expenses)	Net Income (Loss)	Encumbrances	Net In[illegible] Less Encum[illegible]es
Governmental Funds													
General	$ 17,917,068	$ 18,436,293	$ (519,225)	$ 3,363,131	$ 4,430,513	$ (1,067,382)	$ 251,996	$ (1,319,378)	$ 3,332,145	$ 3,601,679	$ (269,534)	$ 634,385	$ (9[illegible])
Debt Service	1,462,352	1,462,502	(150)	18	-	18	-	18	13	-	13	-	[illegible]
Capital Projects	9,651,691	22,749,055	(13,097,364)	956,869	2,711,738	(1,754,869)	10,231,019	(11,985,888)	869,137	547,823	321,314	15,471,998	(15,1[illegible])
Corporate Reserve	541,600	41,000	500,600	16,238	-	16,238	-	16,238	1,833	-	1,833	-	[illegible]
Motor Fuel Tax	727,200	1,012,266	(285,066)	190,308	43,364	146,944	212,970	(66,026)	185,839	100,341	85,498	245,923	(1[illegible])
Central Business District (CBD) TIF	131,950	195,840	(63,890)	148	21,140	(20,992)	42,750	(63,742)	24	-	24	330	[illegible]
Roosevelt Road TIF	24,780	27,000	(2,220)	-	-	-	-	-	-	525	(525)	-	[illegible]
Fire Services	1,022,100	1,792,560	(770,460)	202,259	229,557	(27,298)	-	(27,298)	201,061	140,165	60,896	184,055	(1[illegible])
Facilities Maint Reserve	252,500	938,300	(685,800)	63,200	16,398	46,802	72,054	(25,252)	61,572	48,705	12,867	31,920	[illegible]
TOTAL GOVERNMENTAL FUNDS	**$ 31,731,241**	**$ 46,654,816**	**$ (14,923,575)**	**$ 4,792,171**	**$ 7,452,710**	**$ (2,660,539)**	**$ 10,810,789**	**$ (13,471,328)**	**$ 4,651,624**	**$ 4,439,238**	**$ 212,386**	**$ 16,568,611**	**$ (16,3[illegible])**
Enterprise Funds													
Water and Sanitary Sewer	$ 14,939,500	$ 17,911,750	$ (2,972,250)	$ 3,185,256	$ 2,755,287	$ 429,969	$ 1,331,526	$ (901,557)	$ 3,183,692	$ 2,922,303	$ 261,389	$ 1,577,961	$ (1,3[illegible])
Village Links/Reserve 22	5,472,500	5,557,377	(84,877)	386,572	825,984	(439,412)	294,476	(733,888)	400,614	690,289	(289,675)	-	(289,675)
Parking	381,300	676,910	(295,610)	26,906	89,447	(62,541)	63,455	(125,996)	61,539	45,450	16,089	163,819	(147,730)
Residential Solid Waste	1,669,600	1,545,995	123,605	420,912	258,217	162,695	123,000	39,695	407,653	344,284	63,369	123,000	(59,631)
TOTAL ENTERPRISE FUNDS	**$ 22,462,900**	**$ 25,692,032**	**$ (3,229,132)**	**$ 4,019,646**	**$ 3,928,935**	**$ 90,711**	**$ 1,812,457**	**$ (1,721,746)**	**$ 4,053,498**	**$ 4,002,326**	**$ 51,172**	**$ 1,864,780**	**$ (1,813,608)**
VILLAGE OPERATIONS TOTAL	**$ 54,194,141**	**$ 72,346,848**	**$ (18,152,707)**	**$ 8,811,817**	**$ 11,381,645**	**$ (2,569,828)**	**$ 12,623,246**	**$ (15,193,074)**	**$ 8,705,122**	**$ 8,441,564**	**$ 263,558**	**$ 18,433,391**	**$ (18,169,833)**
Internal Service Funds													
Insurance	$ 3,245,775	$ 3,248,950	$ (3,175)	$ 814,441	$ 600,278	$ 214,163	$ -	$ 214,163	$ 654,368	$ 575,582	$ 78,786	$ -	$ 78,786
Equipment Services	1,514,200	1,377,958	136,242	378,274	192,856	185,418	299,814	(114,396)	388,763	159,105	229,658	515,570	(285,912)
ST Internal Service Funds	**$ 4,759,975**	**$ 4,626,908**	**$ 133,067**	**$ 1,192,715**	**$ 793,134**	**$ 399,581**	**$ 299,814**	**$ 99,767**	**$ 1,043,131**	**$ 734,687**	**$ 308,444**	**$ 515,570**	**$ (207,126)**
Trust Fund													
Police Pension	**$ 3,701,000**	**$ 2,233,900**	**$ 1,467,100**	**$ 1,163,134**	**$ 535,525**	**$ 627,609**	**$ -**	**$ 627,609**	**$ 287,837**	**$ 466,920**	**$ (179,083)**	**$ 575**	**$ (179,658)**
VILLAGE TOTAL	**$ 62,655,116**	**$ 79,207,656**	**$ (16,552,540)**	**$ 11,167,666**	**$ 12,710,304**	**$ (1,542,638)**	**$ 12,923,060**	**$ (14,465,698)**	**$ 10,036,090**	**$ 9,643,171**	**$ 392,919**	**$ 18,949,536**	**$ (18,556,617)**

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

Meeting: 04/17/17 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Discussion Item
Prepared By: Meredith Hannah

SCHEDULED

AGENDA ITEM (ID # 2674) DOC ID: 2674

Village Manager Mark Franz will lead a discussion regarding the Glen Ellyn Chamber of Commerce License Agreement Renewal.

Subject
The Chamber of Commerce is requesting that the Village renew the license agreement for the property at 810 N. Main. They are in the process of refinancing their loan that was used to improve Village property, and they need to renew the agreement to show they have rights to the property moving forward. This does not lock the Village or Chamber into this agreement, as either party can terminate without cause not sooner than 90 days after written notice. However, this partnership has worked well over the last five years and staff sees no reason not to renew at this time. Village staff is recommending that we renew the license agreement for an additional five years to March 31, 2023.

Background
On June 22, 2012, the Village Board approved a license agreement with the Chamber of Commerce for property owned by the Village of Glen Ellyn at 810 N. Main Street. (See Attached.) Within that agreement, the Village receives $3,125 annually for the use of the property and the Chamber receives $3,125 management fee to manage the property included any subleases. This license agreement was for 5 years and expires on March 31, 2018, based on our records that the Chamber occupied the space at or around April 1, 2013.

This partnership has worked well and allowed a dilapidated property, originally purchased by the Historical Society, to be improved and become an asset of the Village again. The Chamber has invested substantial funds to make necessary interior and exterior improvements to the property, dating back to 2012/13 and the space has functioned well as the Chamber offices. At that time same time, the Village spent substantial funds on this property included demolishing a residential structure immediately behind and attached to 810 N. Main. (As you may recall, the Village utilized the 810 Task Force to evaluate and recommend a course of action at that time.)

The decision to enter into the existing license agreement with the Chamber was a way to meet their needs and collectively invest in this property that desperately needed attention. At some point in the future, the Village may want to consider other alternatives for this property, but renewing the license agreement at this time, does not preclude the Village for considering other options in the future.

Budget Impact
No budget impact.

Strategic Plan Initiative
The Chamber of Commerce is critical partner to assist with some of our strategic goals, including:

Strategic Issue II: Engage in proactive economic development to attract and retain key businesses downtown and other commercial corridors to achieve a thriving business community. **Action Step:**

Continue to target areas for economic development including retail, restaurant, and office and track success - 2 CBD projects.

Recommendation

In short, staff recommends renewing this lease with the Chamber to allow them to facilitate their loan and will continue to work closely with them to ensure their needs are meet and future opportunities for this property at evaluated.

Action Requested

Direct staff to renew the license agreement that would be considered at a future Board meeting.

Attachments

License Agreement for the Property Known as 810 N. Main Street, Glen Ellyn Illinois

ATTACHMENTS:

- 810 N Main License Agreement 06-22-2012 (PDF)

A LICENSE AGREEMENT FOR THE PROPERTY KNOWN AS 810 N. MAIN STREET, GLEN ELLYN ILLINOIS

THIS LICENSE AGREEMENT is made and entered into by and between the VILLAGE OF GLEN ELLYN OF DUPAGE COUNTY, ILLINOIS, a body corporate and politic, hereinafter referred to as **"VILLAGE"** and the GLEN ELLYN CHAMBER OF COMMERCE, an Illinois not-for-profit corporation, hereinafter referred to as **"LICENSEE."**

WITNESSETH:

WHEREAS, the VILLAGE owns a certain property in DuPage County commonly known as 810 N. Main Street; Glen Ellyn, Illinois; and

WHEREAS, there is located on said property a building commonly known as the 810 Building; and

WHEREAS, the LICENSEE desires to operate the 810 Building as its office headquarters and information center; and manage the surrounding property; and

WHEREAS, due to its limited resources, the VILLAGE has determined that the most efficient and cost-effective manner of managing and operating the 810 N. Main Street property is through an outside organization; and

WHEREAS, VILLAGE and LICENSEE desire to engage in the operation and management of the 810 N. Main Street property; and

WHEREAS, the VILLAGE is authorized to issue a license for any activity reasonably connected with VILLAGE purposes; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1.00 <u>LICENSE GRANTED</u>

1.01 <u>Purpose:</u> LICENSEE is exclusively authorized to operate and manage the LICENSED PREMISES, as their official office and information center.

1.02 <u>Licensed Premises:</u> The LICENSED PREMISES shall consist of a two story building known as the 810 Building and the site as defined in the plat of survey attached as Exhibit A (not including rear 50 feet of property).

1.03 <u>Use of Parking Areas and Driveways:</u> The LICENSEE shall have use of all parking available on the property, together with the driveway servicing the 810 N. Main Street premises and 7 spaces located at the North East corner of 800 N. Main Street.

1.04 <u>Condition of Licensed Premises</u>: LICENSEE accepts the LICENSED PREMISES in the condition it exists as of the date of this agreement and with those exceptions as noted in section 5.01 of this agreement, and further agrees to make no demands on the VILLAGE for any improvements, modifications or alterations.

1.05 <u>License Fee</u>: The LICENSEE shall pay an annual license Fee of $3,125.00 to the VILLAGE for use of the LICENSED PREMISES.

1.06 <u>Term:</u> This agreement shall be for a term of five (5) years commencing on approval of occupancy permit issued by the Village of Glen Ellyn and ending on that same date in 2017. If LICENSEE wishes to renew this agreement for an additional five-year term, under the same terms and conditions of this License, the LICENSEE shall send a written request to the Village Manager at least ninety (90) days prior to the expiration of the original term. The Village Board will consider whether it wishes to approve the requested extension or to offer alternate terms and conditions. Unless a new License is approved, the License shall terminate on its expiration date.

2.00 <u>LICENSEE RIGHTS</u>

2.01 <u>Coordination and Scheduling:</u> LICENSEE shall have responsibility for scheduling activities on the LICENSED PREMISES.

2.02 Use Limits: LICENSEE shall use the 810 Building for its office space and informational center and manage the entire LICENSED PREMISES. Uses in the building and on the property shall at all times be in accordance with the Building and Zoning Codes of the Village.

2.03 Sublet: LICENSEE, with the prior written approval of the Village Manager, shall have the authority to sublet any area of the LICENSED PREMISES. Such approval shall not be unreasonably withheld or delayed.

2.04 Improvements: LICENSEE will, at its expense, make or construct or cause to be constructed alterations, repairs or other improvements to the LICENSED PREMISES, with written consent of Village Manager. LICENSEE will make improvements at a cost of $16,105.00 annually ($10.00 per square foot for a total of 1,610.50 square feet). A total of $30,000 must be spent within the first six months following approval of this license agreement. Absent a written agreement to the contrary, LICENSEE shall not be entitled to reimbursement of the value of any improvements made to LICENSED PREMISES.

2.05 Management Fee: The VILLAGE shall pay to the LICENSEE a management fee of $3,125.00 annually for the sole purpose of managing the LICENSED PREMISES and improvements as defined in Section 2.04 of this agreement.

2.06 Sales: LICENSEE may sell items appropriate to its programs and events that are consistent with authority granted in this agreement. Such sales must be in accordance with all applicable local, state and federal laws.

2.07 Income: Any income generated by the operation of the LICENSED PREMISES shall be used by LICENSEE to cover all expenses arising from the operation of the LICENSED PREMISES, including but not limited to utilities, leasehold taxes or other assessments (if any), supplies, rentals, service fees and building or site repairs and maintenance or improvements. The expenses associated with the operation of the LICENSED PREMISES shall, however, be the responsibility of the LICENSEE without regard to the level of income generated. The VILLAGE shall have no responsibility to perform any improvements, maintenance or repairs on the building or site except as otherwise agreed in section 5.01.

2.08 Signs: LICENSEE shall obtain necessary sign permit(s) and shall only erect signage in full conformance with the Sign Code. LICENSEE shall pay costs related to the erection and maintenance of any sign.

2.09 Security Devices: LICENSEE may, at its expense, install any legal security system or equipment designed for the purpose of protecting LICENSEE'S property (trade fixtures/personal property) from theft, burglary, vandalism, smoke or fire. Expenses for maintaining or repairing any such system or equipment, or any false alarm charges related thereto, shall be paid by LICENSEE.

3.00 LICENSEE RESPONSIBILITIES

3.01 Compliance with Laws: LICENSEE shall comply with all applicable municipal, county and Village ordinances, with state and federal laws and regulations, and with all Village rules and regulations now in force or hereafter promulgated. LICENSEE shall obtain from the appropriate regulatory authority all necessary permits prior to beginning the operation of the LICENSED PREMISES or the construction of any improvements permitted under Section 2.04. LICENSEE shall fully comply with any requirements for commission, board or zoning reviews required by any action proposed by them. LICENSEE shall also obtain a certificate of occupancy.

3.02 Insect and Rodent Abatement: LICENSEE shall be responsible for any insect and rodent abatement that occurs on the LICENSED PREMISES.

3.03 Payment and Collection of Taxes: LICENSEE shall collect and pay any sales tax or other required taxes in connection with the operation of the LICENSED PREMISES. The parties believe and intend that this LICENSE AGREEMENT will not result in the obligation of the LICENSEE to pay any real estate taxes regarding the LICENSED PREMISES. If real estate taxes are assessed against the LICENSED PREMISES or the LICENSEE'S interest or use of the LICENSED PREMISES, the LICENSEE shall pay such taxes. In the event that the property or this license should be subject to real estate taxes, however, the LICENSEE may cancel this lease on thirty (30) days notice, but it shall be responsible for all obligations, including incurred real estate taxes associated with its period of occupancy.

3.04 Disorderly Persons: LICENSEE shall not allow any disorderly person to remain on the LICENSED PREMISES.

3.05 Illegal Activities: LICENSEE shall not permit any illegal activity to be conducted upon the LICENSED PREMISES and shall promptly notify the VILLAGE'S Police Department to assist in the removal of disorderly persons if necessary.

3.06 Habitation: LICENSEE shall not use the first floor of the LICENSED PREMISES for living quarters. The LICENSEE will have the option to determine the use of the second floor of LICENSED PREMISES for living quarters or other related activities, provided such uses are in full compliance with the provisions of the Zoning Code and all other applicable regulations, and are approved by the Village Manager. Such approval shall not be unreasonably withheld or delayed.

3.07 Maintenance:

A. LICENSED PREMISES Maintenance: LICENSEE shall be responsible for all general maintenance and repairs of the LICENSED PREMISES after completion of Village items in Exhibit B. General maintenance of premises shall include, but not be limited to, structural integrity, brick repairs, heating system, roof, exterior walls, doors and lights; walls; concealed utility lines and pipes; hot water heater; heating equipment, sewer, sump pump water drainage system; electric power system, gutters and downspouts; exterior painting; and the surface of the driveways, parking areas, walks and steps. All general maintenance and repairs must be made within a reasonable time frame. The VILLAGE shall have no responsibility to perform any ongoing improvements, maintenance or repairs on the building or site.

B. Custodial Maintenance: LICENSEE shall be responsible for maintaining the LICENSED PREMISES in a reasonably clean, safe and sanitary condition and for performing normal custodial maintenance.

C. LICENSED PREMISES Inspection: The VILLAGE will inspect LICENSED PREMISES on a periodic basis and may require general maintenance or repairs to the property. These repairs must be made within a reasonable time frame.

3.08 Utility and Service Charges: LICENSEE shall be responsible for providing and paying for telephone service to the LICENSED PREMISES. In addition, LICENSEE shall be responsible for paying for all utility services to the LICENSED PREMISES, including charges for gas, electric, water and sewer. All utility and telephone service shall be in LICENSEE'S name.

3.09 Safety: LICENSEE shall be solely responsible for the safety of all persons working on or utilizing the LICENSED PREMISES and for ensuring that the LICENSED PREMISES is maintained at all times in a reasonably safe condition. LICENSEE shall promptly correct any unsafe condition or practice under its control and shall promptly notify the VILLAGE of any such condition under the VILLAGE'S control. Until the unsafe condition or practice is corrected, the affected area shall be closed to the public. LICENSEE shall make reasonable efforts to obtain emergency medical care for any person requiring such care as a result of illness or injury occurring on the LICENSED PREMISES. LICENSEE shall also use its best efforts to fully cooperate with the VILLAGE in the investigation of any illness, injury or death occurring on the LICENSED PREMISES, including providing a prompt written report thereof to the Village Manager.

4.00 VILLAGE RIGHTS

4.01 Easements: The VILLAGE reserves the right to establish, grant or utilize easements or rights-of-ways over, under, along and across the LICENSED PREMISES where there are no buildings, for utilities or public access to any portion of the property, provided that the VILLAGE shall exercise such rights in a manner which, if possible, will minimize interference with the operation of the LICENSED PREMISES.

5.00 VILLAGE RESPONSIBILITIES

5.01 Habitability: The VILLAGE will deliver the 810 Building as an operational building as outlined in Exhibit B attached to this agreement and in compliance with Village codes.

6.00 HOLD HARMLESS AND INDEMNIFICATION

6.01 Personal Injury, Death of Property Damage-Indemnification by Licensee: LICENSEE shall defend, save, indemnify, keep and hold harmless the VILLAGE and all of its elected officials, officers, servants, agents and employees from all damages, suits, liabilities, causes of action, costs and expenses, in law or equity, including costs of suit and reasonable attorney and expert witness fees, that may at any time arise or be claimed by any person, including the agents, servants, employees or contractors of LICENSEE or the VILLAGE, on account of personal injury, sickness, death or property damage arising out of LICENSEE'S rights, responsibilities or actions under this Agreement when caused by an act or omission to act on the part of LICENSEE or its agents, servants, employees or contractors that allegedly constitutes, without limitation:

a. Negligence;

b. Creation or maintenance of a dangerous condition on LICENSED PREMISES;

c. Intentional infliction of harm.

In the event any person or any partnership, corporation, company or other entity recovers a judgment or settlement against the VILLAGE or any of its elected officials, officers, agents or employees by reason of any aforementioned acts or omissions, LICENSEE shall pay on behalf of the party required to pay in an amount equal to the judgment or settlement; and for all related costs and expenses, provided timely notice of the suit or claim giving rise to the judgment or settlement was given to LICENSEE and LICENSEE was given a reasonable opportunity to defend the suit or claim.

6.02 Foreclosure: LICENSEE shall defend, indemnify and hold harmless the VILLAGE from all damages, suits, liabilities, costs and expenses, in law or equity, including reasonable attorney fees, arising from any action brought by any mechanic, laborer or material man in an action for foreclosure of mechanic's liens filed upon the LICENSED PREMISES as a result of providing labor or materials thereon at the request of LICENSEE. In the event a judgment or settlement is rendered in favor of the claimant in any such action, LICENSEE shall promptly obtain full satisfaction thereof through payment of all sums due thereon, provided LICENSEE was given timely notice of such lien or claim and a reasonable opportunity to defend said suit or claim.

6.03 Acts of God: The LICENSEE shall not be responsible for any damages, losses, claims of liabilities created by any act of God, such as, but not limited to, flood, earthquake, wind, rain or storm, or created by forces beyond the control of the LICENSEE.

6.04 Personal Injury, Death or Property Damage-Indemnification by Village: The VILLAGE shall defend, save, indemnify, keep and hold harmless LICENSEE and all of its officers, servants, agents and employees from all damages, suits, liabilities, causes of action, costs and expenses, in law or equity, including costs of suit and a reasonable attorney and expert witness fee that may at any time arise or be claimed by any person, including the agents, servants and employees of the VILLAGE or LICENSEE, on account of personal injury, sickness, death or property damage arising out of the VILLAGE'S rights, responsibilities or actions under the Agreement, when caused by an act or omission to act on the part of the VILLAGE or its agents, servants and employees that allegedly constitutes, without limitation:

a. Negligence;

b. Creation or maintenance of a dangerous condition on the LICENSED PREMISES; or

c. Intentional infliction of harm.

In the event any person recovers a judgment or settlement against LICENSEE or any of its officers, agents or employees by reason of any of the aforementioned acts or omissions, the VILLAGE shall pay on behalf of the party required to pay in an amount equal to the judgment or settlement and for all related costs and expenses, provided timely notice of the suit or claim giving rise to the judgment or settlement was given to the VILLAGE and the VILLAGE was given a reasonable opportunity to defend said suit or claim.

6.05 Foreclosure: The VILLAGE shall defend, indemnify and hold harmless LICENSEE from all damages, suits, liabilities, costs and expenses, in law or equity, including reasonable attorney fees, arising from any action brought by any mechanic, laborer or material man in an action for foreclosure of mechanic's liens filed upon the LICENSED PREMISES as a result of providing labor or materials thereon at the request of the VILLAGE. In the event a judgment or settlement is rendered in favor of the claimant in any such action, the VILLAGE shall promptly obtain full satisfaction thereof through payment of all sums due thereon provided the VILLAGE was given timely notice of such lien or claim and a reasonable opportunity to defend said suit or claim.

6.06 Acts of God: The VILLAGE shall not be responsible for any damages, losses, claims or inabilities created by any act of God, such as, but not limited to, earthquake, flood, storm, wind or rain, or created by any forces beyond the control of VILLAGE.

7.00 DESTRUCTION OF THE LICENSED PREMISES

7.01 Election by the Village: If the LICENSED PREMISES are totally or partially destroyed by fire, earthquake, flood, storms, insurrection, riot, public disorder or any other casualty, the VILLAGE may, at its option, either restore the LICENSED PREMISES or terminate this Agreement. If the VILLAGE elects to restore the LICENSED PREMISES, this Agreement shall continue in full force and effect, except that License operations may, as determined by the VILLAGE, be suspended during the period of restoration. LICENSEE shall cooperate in the restoration of the LICENSED PREMISES by vacating and removing therefore all trade fixture and personal property for such periods as are required for the restoration.

8.00 INSURANCE

8.01 General Requirements: LICENSEE shall procure, maintain and keep in force for the term of this Agreement policies of personal property, liability and, if applicable, workers' compensation and employer's liability insurance. Such policies shall be issued by companies authorized to do business in the State of Illinois and approved by the VILLAGE. The amount of personal property insurance shall be adequate to cover all of the personal property owned by the LICENSE, and no claim shall be made against the Village for destruction of personal property which would be covered under such insurance. The amount of general liability insurance shall not be in an amount of less than One Million Dollars ($1,000,000.00) per occurrence or in the aggregate.

8.02 Additional Insured: LICENSEE shall obtain endorsements specifically naming the VILLAGE as an additional insured. The endorsements shall protect and insure to the benefit of the VILLAGE and its representatives, including, but not limited to, its officers, elected officials and employees.

8.03 Evidence of Insurance: LICENSEE shall furnish the VILLAGE with a certificate of insurance for each policy required herein. In addition, when requested by the VILLAGE, LICENSEE shall furnish copies of the actual policies and endorsements showing the coverage as enumerated herein to be provided by LICENSEE. All such certificates and policies shall provide that no change, modification or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company of companies to the VILLAGE.

8.04 Fire and Casualty Insurance: LICENSEE shall not be responsible for insuring any of the buildings on the LICENSED PREMISES for damages caused by fire or other casualties.

9.00 TERMINATION

9.01 Termination: Either the VILLAGE or LICENSEE may terminate the Agreement without cause. Such termination shall be effective not sooner than ninety (90) days after written notice has been served. All terms and conditions of this Agreement shall terminate upon such notice being given, but both parties shall be responsible for their obligations that occurred prior to termination.

10.00 SURRENDER

10.01 Vacation of Premises: Upon the expiration or termination of the Agreement, LICENSEE shall peaceably vacate the LICENSED PREMISES and any and all improvements located thereon and deliver up the same to the VILLAGE in a reasonably good condition, ordinary wear and tear excepted.

11.00 INTERPRETATION

11.01 Headings: The headings herein contained are for convenience and reference only and are not intended to limit the scope of any Section.

12.00 ENFORCEMENT

12.01 Responsibility: The Village Manager shall be responsible for the enforcement of this Agreement on behalf of the VILLAGE and shall be assisted therein by such officers and employees of the VILLAGE as the Manager deems necessary.

13.00 ATTORNEY FEES AND COSTS

13.01 Recovery of Costs: Each party to this agreement shall pay for its individual legal costs in any legal proceeding or action instituted to enforce any provision of the Agreement. The VILLAGE will not bear any financial responsibility related to the eviction of tenants at the 810 building.

14.00 NOTICES

14.01 Mailing Requirements: All notices required to be given under the terms of this Agreement or any applicable law shall be served either (a) personally during regular business hours; (b) by facsimile during regular business hours; or (c) by certified or registered mail, return receipt requested, placed in a sealed envelope with postage prepaid and deposited in the United States mail. Notices served upon the VILLAGE shall be addressed to the Village Manager, 535 Duane St., Glen Ellyn, IL, 60137. Notices served upon LICENSEE shall be addressed to the Glen Ellyn Chamber of Commerce, 810 N. Main St. Glen Ellyn, IL 60137. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

15.00 CONFLICT OF INTEREST

15.01 Financial Interest: No VILLAGE elected official or employee shall have any financial interest, directly or indirectly, in this Agreement.

16.00 ENTIRE AGREEMENT

16.01 Modifications: This document may be modified only by further written agreement specifically referring to this Section. Any such modification shall not be effective unless approved and executed by LICENSEE and, in the case of the VILLAGE, until approved by the Board of Trustees and executed by the President thereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 22nD of JUNE 2012.

MARK PFEFFERMAN	PAUL SIVAK
VILLAGE PRESIDENT	CHAMBER PRESIDENT
VILLAGE OF GLEN ELLYN	GLEN ELLYN CHAMBER OF COMMERCE

SURVEY

Exhibit A

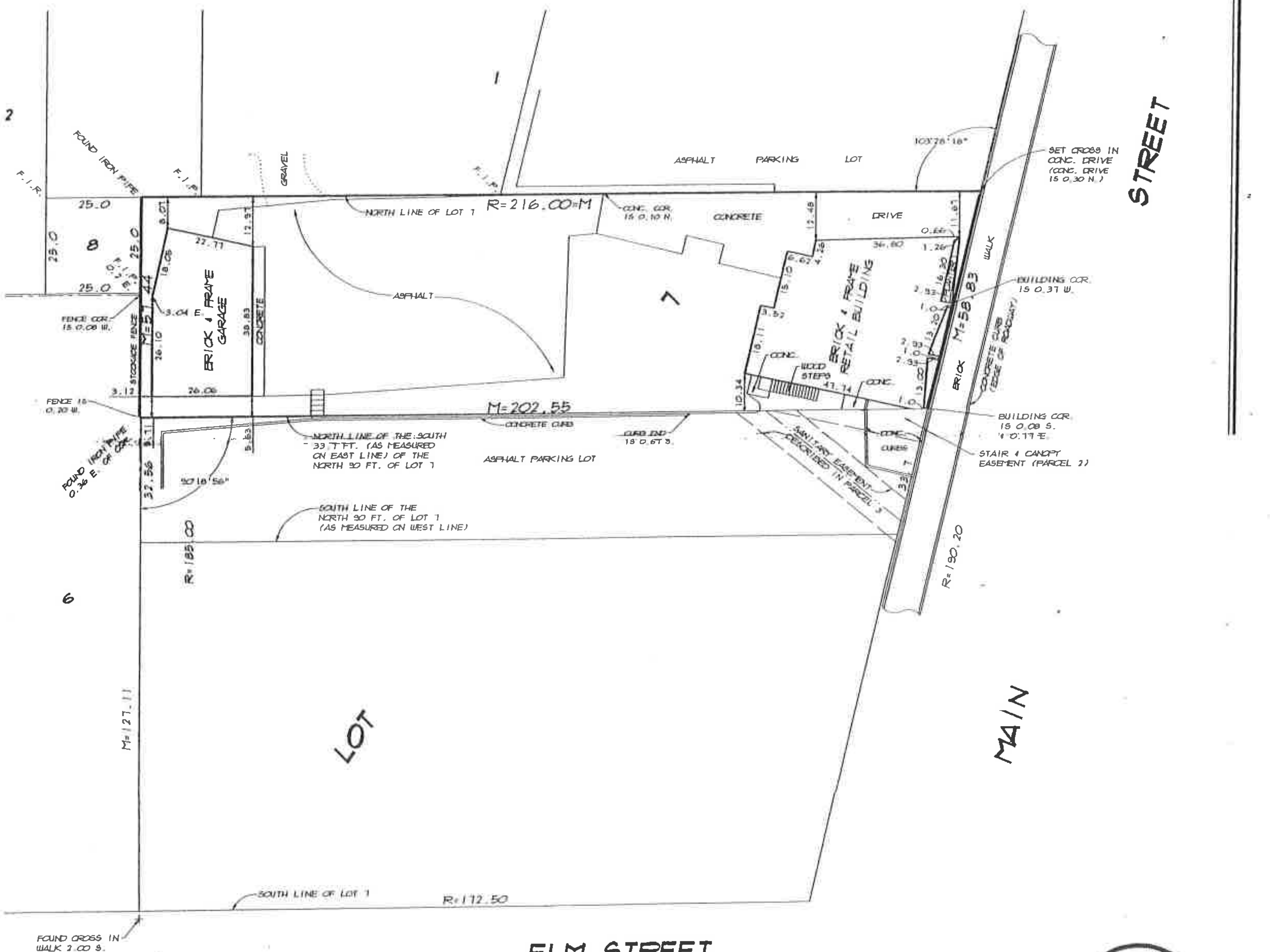
PARCEL 1: THE NORTH 90 FEET (AS MEASURED ON THE WEST LINE) EXCEPT THE SOUTH 33.7 FEET THEREOF (AS MEASURED ON THE EAST LINE) OF LOT 7 IN COUNTY CLERK'S ASSESSMENT DIVISION OF BLOCK 1 OF P.W. STACY'S ADDITION TO GLEN ELLYN, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COUNTY CLERK'S ASSESSMENT DIVISION OF BLOCK 1, RECORDED JULY 3, 1906 AS DOCUMENT 88058, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF MAINTAINING AND REPAIRING AND FOR ACCESS TO A STAIRWAY AND CANOPY ATTACHED TO THE BUILDING LOCATED MAINLY ON PARCEL 1 AFORESAID, OVER, ACROSS, AND UPON THAT PART OF SAID LOT 7 DESCRIBED AS COMMENCING ON THE EAST LINE OF SAID LOT 7 AT THE SOUTHEAST CORNER OF SAID PARCEL 1, AND PROCEEDING THENCE SOUTH ALONG SAID EAST LINE 9 FEET MORE OR LESS TO A POINT IN A LINE DRAWN PARALLEL TO THE SOUTHERLY FACE OF SAID STAIRWAY AND CANOPY: THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF SAID PARCEL 1: THENCE EAST ALONG SOUTH LINE OF SAID PARCEL 1 TO THE PLACE OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR MAINTENANCE AND REPAIR OF SANITARY SEWER OVER, ACROSS AND UPON A 10 FOOT STRIP LYING 5 FEET ON EACH SIDE OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 AFORESAID AND RUNNING THENCE NORTHEASTERLY ON THE EASTERLY LOT LINE OF SAID LOT 7 A DISTANCE OF 131 FEET 3 1/8 INCHES: THENCE WEST PARALLEL WITH THE SOUTH LINE OF LOT 7 A DISTANCE OF 42 FEET FOR A PLACE OF BEGINNING: THENCE SOUTHEASTERLY TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 7 WHICH POINT OF INTERSECTION IS 101 FEET 3 1/8 INCHES NORTHEASTERLY OF SAID LOT 7, IN DU PAGE COUNTY, ILLINOIS.

This property is known as 810-816 N. Main Street, Glen Ellyn, Illinois

Prepared for The Village Of Glen Ellyn



ELM STREET

LEGEND
- P. = FOUND IRON PIPE
- R. = FOUND IRON ROD
- = RECORDED DISTANCE
- = MEASURED DISTANCE
- = DEED
- .V. = RIGHT OF WAY
- = RADIUS
- C. = CONCRETE
- = MANHOLE
- = WATER VALVE VAULT
- = INVERT
- = POLYVINYL CHLORIDE PIPE
- = REINFORCED CONCRETE PIPE
- = TOP OF CURB
- = EDGE OF PAVEMENT

RICHARD J. STEINBRECHER PROFESSIONAL LAND SURVEYOR CERT. 3565 WEST CHICAGO, IL

STATE OF ILLINOIS)
) S.S.
COUNTY OF DUPAGE)

This is to certify that Steinbrecher Land Surveyors, Inc., Registered Professional Land Surveying Design Firm Corporation No. 184-003126, has surveyed the property shown and described hereon, which is to the best of our knowledge and belief, a correct representation thereof. This professional service conforms to the current Illinois minimum standards for a boundary survey.

West Chicago, Illinois, May 4, 2012

...nbrecher Land Surveyors, Inc.
Professional Land Surveying
Design Firm Corporation No. 184-003126
141 S. Neltnor Blvd., West Chicago, IL 60185-2844
(630) 293-8900 Fax 293-8902
E-mail: rich@slandsurveyors.com

Professi... Licens...

Exhibit B – Initial Property Improvements

Village Responsibilities

Exterior Items:

- Structural repairs to the rear of the building
- Repairs to the roof on the first level and the upper southside level
- 2nd floor decking on the back of the roof for access to 2nd floor apartments
- Gutters and downspouts
- Parking lot repair/replacement to include re-grading and replacing with gravel

Interior Items:

- HVAC (both floors)
- Water heater replacement
- All utilities to the building (sanitary, gas, electric, etc)
- Fire alarm system

Chamber Responsibilities

Exterior Items

- Structural repairs to north, east and south side of the building
- Removal of overhang
- Roof repairs on the north side
- Roof repairs (coping, etc) on the 2nd floor
- Installation of stairway

Interior Items

- All repairs, painting, demolition of 2nd story apartments to comply with Village codes
- Interior demolition
- Interior build out
- Electrical service
- Plumbing for bathrooms
- All Architectural Services

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

Meeting: 04/17/17 07:00 PM
Department: Planning & Development
Department Head: Staci Hulseberg
Category: Discussion Item
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 2675) DOC ID: 2675

Planning and Development Director Staci Hulseberg will present information regarding the proposed Pedestrian Walkways Project.

Background:
This memorandum is prepared as an update on the Pedestrian Walkways ("Pedways") project. It is estimated than when the Police Department vacates the Civic Center for their new building, approximately 40 additional parking spaces will become available for use by the public. In order to maximize customer use of these spaces, it would be beneficial to provide a connection from these spaces to the businesses on Main Street. Staff has determined that there are three potential locations for the construction of a pedway which would provide a direct connection from the parking lot at the Civic Center directly to the businesses on Main Street and/or provide a safer path from the parking lot to Duane Street. Schematic drawings were prepared for the potential construction of a pedway at the following locations:

- 413 N. Main, through the lobby of the previous Dance, Dance, Dance space, connecting the parking lot to the existing interior east-west walkway,
- 417 N. Main, through an existing first floor apartment at the rear of the building and into the existing lobby serving the residential floor levels, and
- Civic Center, through the existing stairway on the west end of the building which serves the gymnasium and the exit corridor outside of the Finance Department on the second floor level. The design concept for this location would replace the existing monumental stair with a stair of smaller but code-compliant width, maintain exiting from the Finance Department corridor and provide a walkway through the building.

The drawings were sent out to the respective owners of the 413 and 417 buildings as well as to a local contractor to secure preliminary estimates of construction cost for the work to be performed on a design build basis. Although the drawings do indicate a fairly detailed scope of work, not all existing field conditions are detailed and some adjustment to the preliminary numbers should be expected.

We anticipate the cost of construction will fall into the following ranges:

- 413 N. Main Pedway: $90,000 to $115,000
- 417 N. Main Pedway: $150,000 to $175,000
- Civic Center Pedway: $150,000 to $175,000

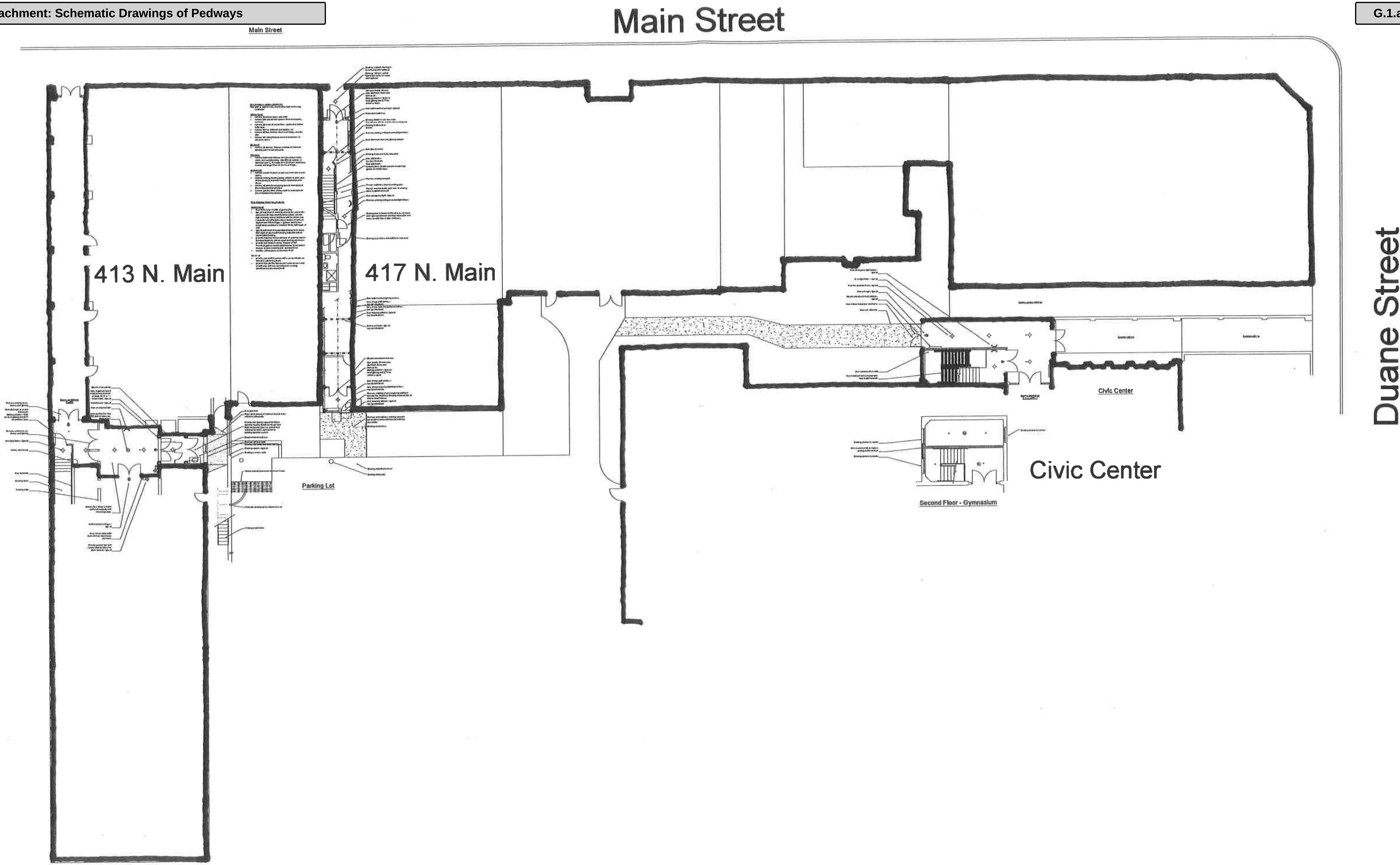
Please note that these amounts do not include the cost of utility relocations, signage, landscaping or other site improvements that may be contemplated as part of the project. Funding could be provided from the Capital and TIF accounts.

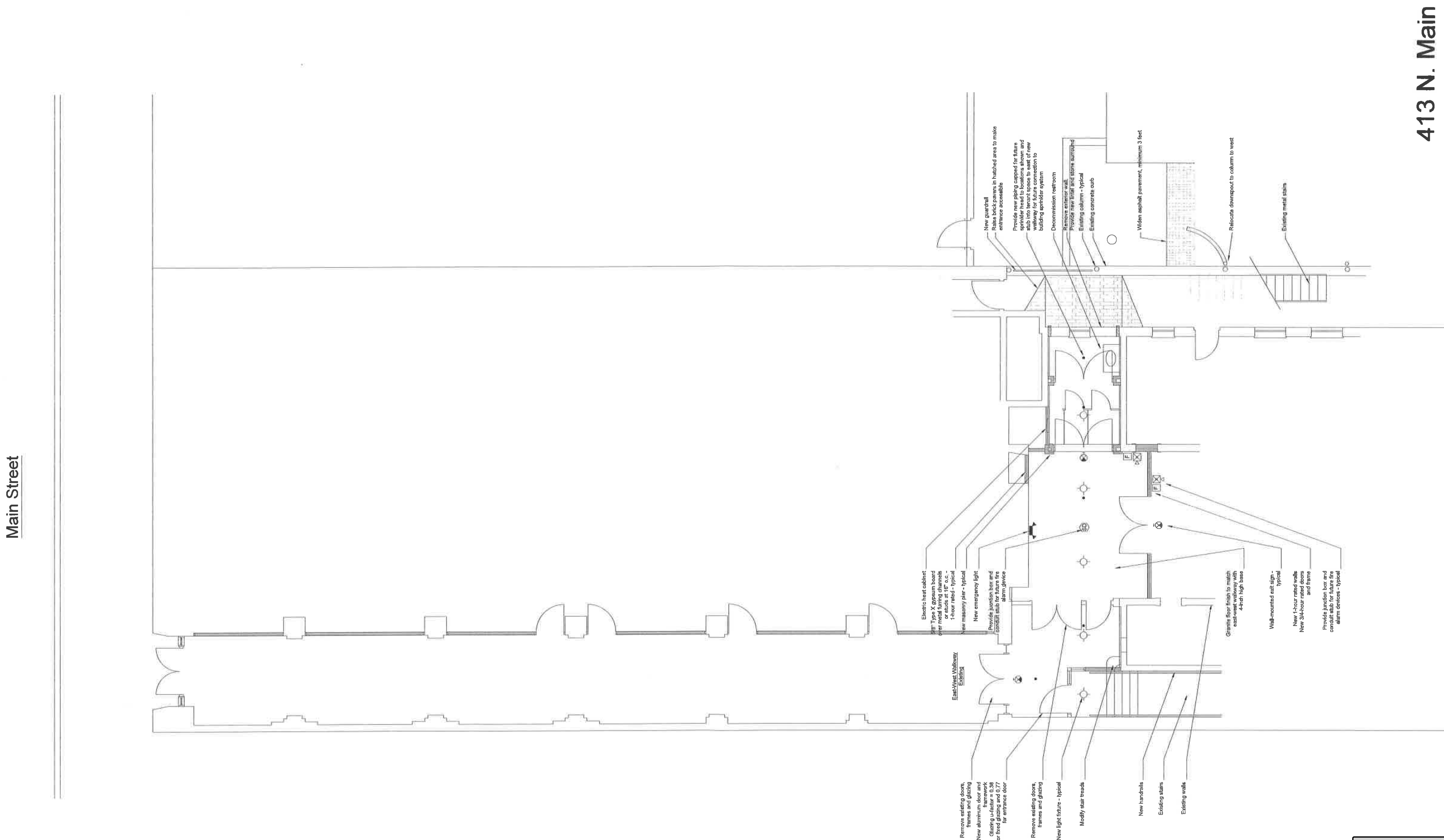
Action Requested: Staff believes that pursuing one or more of these walkways would be a great pedestrian connectivity improvement for the downtown while increasing the parking supply for customers. Staff is seeking direction on whether to proceed with one or more of these projects.

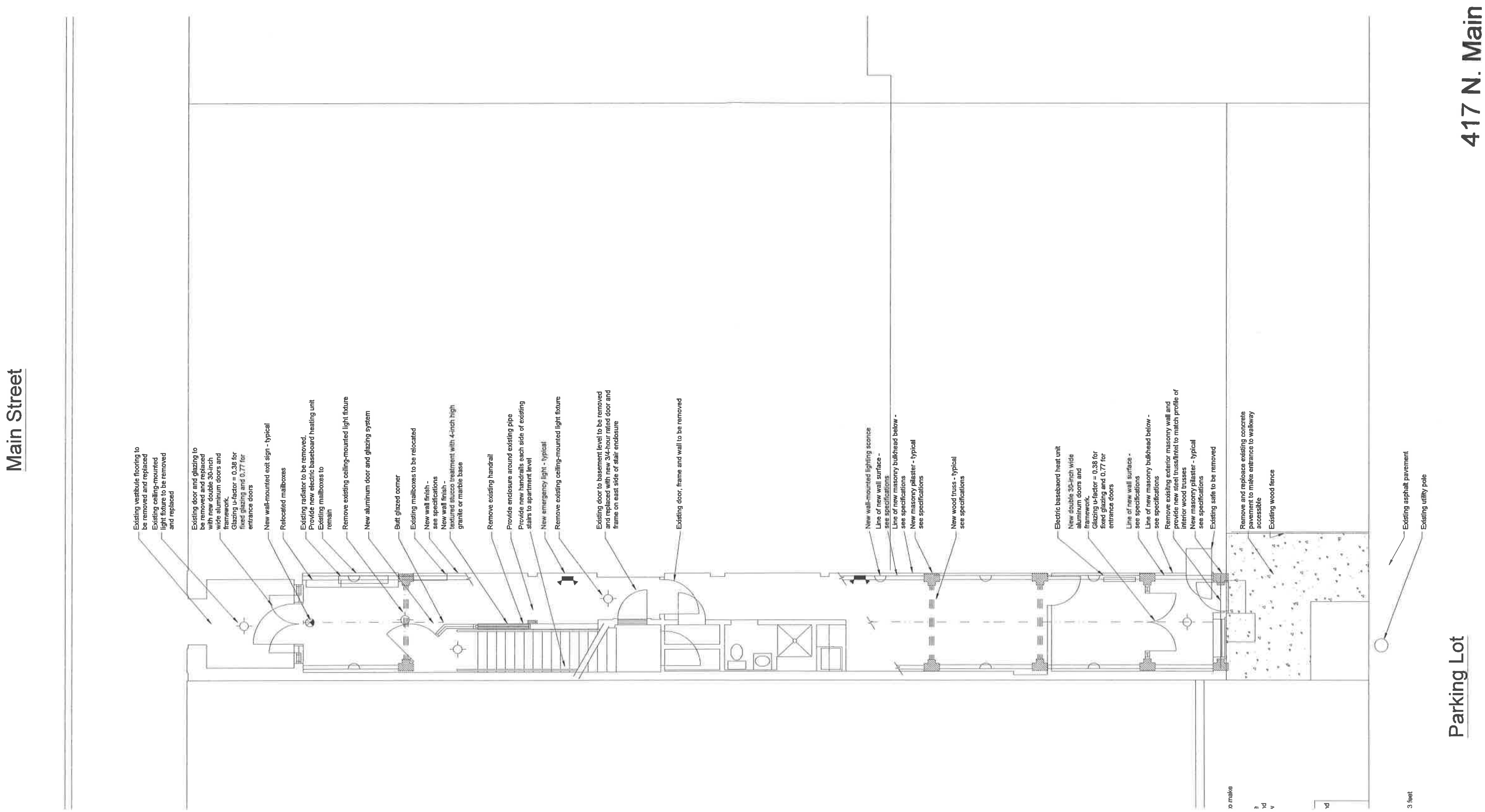
Attachment: Schematic Drawings of Pedways

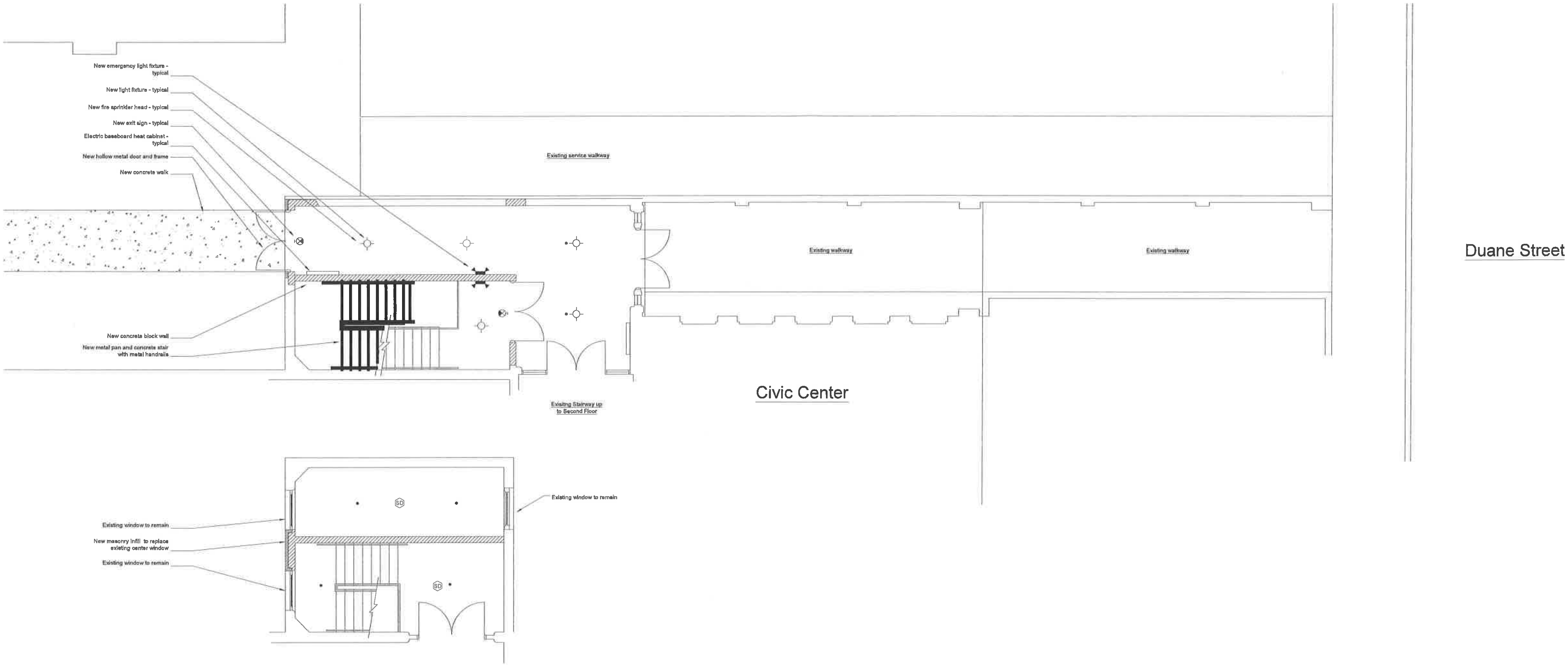
ATTACHMENTS:

- Schematic Drawings of Pedways (PDF)


Main Street
Main Street
413 N. Main
417 N. Main
Duane Street
Parking Lot
Civic Center
Civic Center
Second Floor - Gymnasium

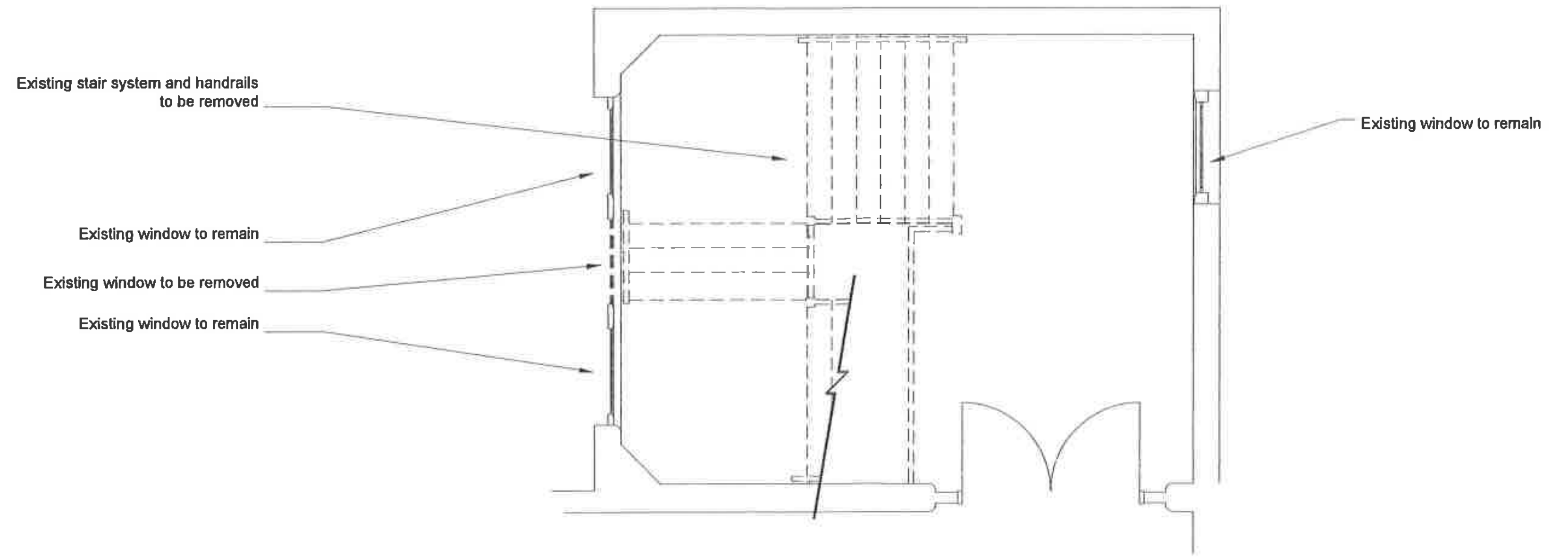

413 N. Main
Main Street
East-West Walkway Existing


Main Street
417 N. Main
Parking Lot

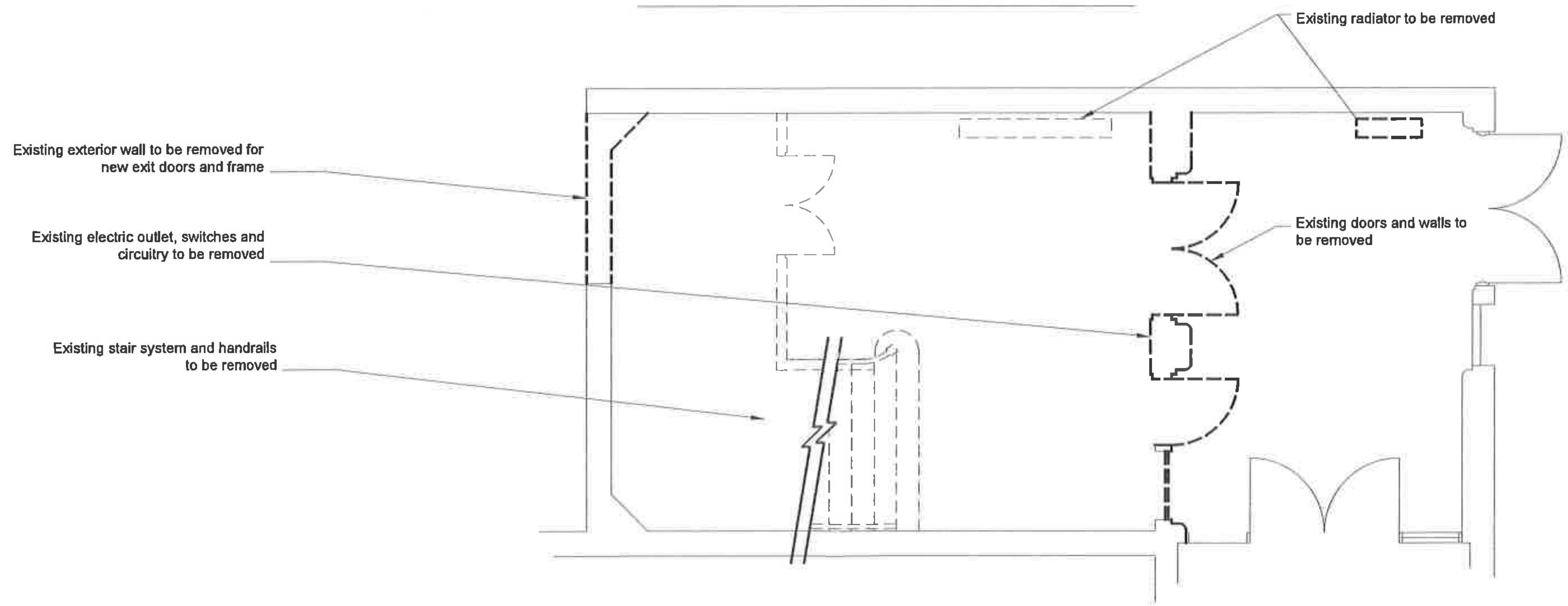


Second Floor - Gymnasium

Civic Center



Second Floor - Demolition



First Floor - Demolition

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

Meeting: 04/17/17 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Discussion Item
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 2680)

DOC ID: 2680

Village Manager Mark Franz will present information regarding a proposed lease of maintenance property and McKee House with the DuPage County Forest Preserve.

Summary
As the Village has been searching for a cost effective solution to meet our salt storage needs, staff approached the DuPage County Forest Preserve about the possible purchase or lease of their Fleet Facility on St. Charles Road just west of I-355 in Churchill Woods. The Forest Preserve is currently in the process of consolidating all their fleet operations to a new site in West Chicago making the St. Charles Facility obsolete over the next 24 months. As this discussions unfolded, the Forest Preserve is willing to lease the property to the Village for $1/year for 50 years provided that the lease included the historic McKee House properties as well.

Background
The Village has been reviewing alternatives for salt storage to better prepare for winter operations. Many options have been considered at costs ranging from $600,000 to $1.2M. The DuPage Forest Preserve is currently in the process of consolidating all their fleet operations to a new site in West Chicago making the St. Charles Facility obsolete over the next 24 months. President Demos and I have met with our counterparts to discuss possibly leasing this property to meet our salt storage needs as well as other potential uses including general storage, fleet storage for the Fire Company and Public Works as well as seized vehicles for the Police Department. Over the last three months, we have worked out many of the details associated with a potential lease agreement that would include the Forest Preserve fleet facilities as well as the McKee properties.

The fleet facilities (2 attached buildings) offer a unique solution to our salt storage needs, as the main building would need only minor improvements while the auxiliary building would be used for general storage. To allow this property to be used in this manner would require some improvements, but would be significantly less expensive than any salt storage alternatives we have discussed previously. In addition, the property provides additional storage space to meet ongoing needs that would benefit various department operations. The Village would be responsible for all other property costs including general maintenance, insurance, utilities, etc.; but at the fraction of the cost compared to building a new dome or constructing an addition to the Public Works building.

Early in our discussions with the Forest Preserve, they inquired if there would be any interest in the Village facilitating a stakeholder group to consider developing a restoration plan, funding plan, and business plan to potentially improve the McKee structures (889 West St. Charles Road) that are adjacent to this property. The Forest Preserve has been considering different options on what to do with these properties, particularly what to do with the McKee structures that have some historic significance, but require a substantial amount of improvements to make them viable again. To assist them in their review, that completed the McKee House-Adaptive Reuse Feasibility Study on 11/12/13. The study indicated that the anticipated cost to stabilize McKee structure is $230K and to renovate the McKee structures, the estimates range from $1.3M to $2M.

Including these properties in the lease creates some financial risk for the Village, but it also provides an opportunity to facilitate private investment to save what some consider as valuable historic property. Also, the Village would put a 5-year cap on raising necessary private funds to make these improvements and if those thresholds are not met, than the Village would demo the properties and that piece of the property reverts back to the Forest Preserve.

Subject

The recommended approach to potentially restore the McKee structure, but minimize the financial risk to the Village is as follows. First, the Village would work with various stakeholder groups to determine if there is support to save the McKee properties. All indications show that there is such interest, but we need to confirm more formally. Next, the Village would request that the group organize and start to develop a plan as the *Friends of the McKee House* or a similar stakeholder group. This independent group is responsible for all aspects of the plan development and should not expect Village resources to be expending except to review their plans.

At the same time, the Village would create the McKee House Oversight Work Group to evaluate efforts of an independent stakeholder group. The mission of the McKee House Oversight Work Group would be threefold. By abiding by this Lease Agreement, the Work Group would review the following: review the coordinating stakeholder group and fundraising arm that will do all the leg work to raise funds to restore and operate the facility. Second, review the proposed use and operating/business plan that would sustain the facility for the future, and third, review the construction plans/budget to restore the facility. The Oversight Work group is not responsible for directing any planning or work of the independent stakeholder group, but will be making a recommendation to the Village Board on these three matters and report periodically on progress.

The lease agreement includes various check-in points to ensure progress to both the property owner, the DuPage Forest Preserve, and the lease, the Village. The first check-in point is at year two, whereby the stakeholder group would have to raise $400K and prove progress continues on their overall plan. If they do not meet this threshold, the Village would demolish the property. If they meet this threshold, then they have three more years to put their plans into action. At year five, if the construction project is not completed and the facility does not have an occupancy permit, then the Village would demolition the property at that time.

Once we are comfortable moving forward, we will be creating this Group and discussing the lease terms for this property. In summary, the basic business terms of the lease agreement are as follows:

- 50 year renewable lease of St. Charles Fleet facility (2 buildings) and the McKee structures (2 buildings) for $1 a year; land continues to be owned by Forest Preserve.
- The Village is responsible for all aspects of property including snow plowing, parking lot improvements, etc.
- Forest Preserve would have access for gas pumps and would continue to have full access of the land.
- Village has ability to sublease McKee structures to a 3rd party, limited to Historical Society,

COD, and Park District, or subject to their review and approval.

- Anticipated cost to stabilize McKee structure is $230K and to renovate McKee structures range from $1.3M to $2M.
- If the Village or 3rd party is not able to raise $400K by April 1, 2019 AND restore and get a occupancy permit by April 1, 2022, the Village would demo the property at Village expense ($20K-$40K).
- The Forest Preserve and Village would contribute $25K each towards the restoration efforts if $400K is raised by April 1, 2019 and the project moves forward and is permitted.
- Village intends to annex the property from Lombard by April 1, 2019 and annex another parcel to have contiguity with Village limits. Lombard is willing to support this at this time.

Budget Impact (Include Funding Source)

Additional information and research is necessary, but some of the budget impacts are beginning to come together:

St. Charles Fleet Facility-Potential Lease Agreement		
Item	**Amount**	**Notes**
Lease Costs	Minimal	$1 year
Building Improvements	$50,000-70,000	Interior Demolition and related costs
Parking Lot Improvements	$0-$25,000	Need more information
McKee House Demoltion	$30,000-50,000	If certain thresholds are not met, Village is responsible for demolition costs, but not underground costs
Potential Demolition Costs	Unknown	Responsible for demolishing Maintenance facilities at the end of lease, CY 2067

Action Requested

At this point, we are looking for direction on whether Village staff should finalize the Lease Agreement with the DuPage Forest Preserve and begin to identify stakeholders to take the lead on establishing an independent Stakeholder Group.