



Agenda
Village of Glen Ellyn
Special Meeting
Monday, May 1, 2017
7:00 PM

Glen Ellyn Civic Center, Galligan Board Room

Village Board Meeting 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. Meetings are taped and also televised on WideOpenWest Channel 6, AT&T Channel 99, and Comcast Cable Services Channel 10. 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. Village Recognition: (Village Clerk)**
- E. 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.

F. Consent Agenda - The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below:

Motion to approve the following items: (Trustee Kenwood)

1. Approve proposal of Ramsey Historical Consultants, of Chicago, Illinois, for the 2017-2018 Architecture Resource Survey, in the amount of \$28,700, and authorize the Village to accept a grant award from the Illinois Historic Preservation Association, after completion of the survey, in the approximate amount of \$20,090. (Planning and Development Director Hulseberg)
2. Approve the purchase of fitness equipment for the Police Facility from Direct Fitness Solutions, of Mundelein, Illinois, in an amount not to exceed \$49,000. (Chief Norton)
3. Authorize the Village Manager to execute an Agreement with CBRE, Inc., of Chicago, Illinois, contingent on the execution of the Reimbursement of Fees Agreement by Springbank. (Village Manager Franz)
4. Authorize the Village Manager to execute a License Agreement with the Glen Ellyn Chamber of Commerce. (Village Manager Franz)

G. 761 N. Park Variations: (Presented by Planning and Development Director Hulseberg) (Trustee Ladesic)

1. Ordinance No. 6499, An Ordinance Approving Variations from the Ridge and Eave Height Limitations and Denying a Variation from the Lot Coverage Ratio Requirements of the Zoning Code to Allow the New Construction of a Two-Story Residence on the Property Located at 761 N. Park Boulevard.

H. Finalize the Sale of Property at 825 N. Main St.: (Presented by Village Manager Franz) (Trustee Clark)

1. Motion to open a public hearing to consider an Ordinance Finalizing the Sale of the Property at 825 N. Main St. and Authorizing Staff to Proceed and Set a Closing Date.
2. Motion to close the public hearing to consider an Ordinance Finalizing the Sale of the Property at 825 N. Main St. and Authorizing Staff to Proceed and Set a Closing Date.
3. Ordinance No. 6500, An Ordinance of the Village of Glen Ellyn Finalizing the Sale of the Property at 825 N. Main St. and Authorizing Staff to Proceed and Set a Closing Date.

I. Amend Liquor Control Code to Increase Number of Permitted Class D-3 Liquor Licenses: (Presented by Village Attorney Mathews) (Trustee Clark)

1. Ordinance No. 6501-VC, An Ordinance to Amend the Liquor Control Code Chapter 19 of Title 3, Section 12 (Restriction on Number of Licenses) of the Village Code, to Increase the Number of Permitted Class D-3 Liquor Licenses.

J. DuPage County Forest Preserve Lease of Maintenance Property and McKee House: (Presented by Village Manager Franz) (Trustee O'Shea)

1. Authorize the Village Manager to execute a lease agreement with the Forest Preserve District of DuPage County for the leasing of maintenance property at Churchill Woods and certain property commonly known as the McKee House property subject to final attorney review.

K. Reminders

1. A Village Board Meeting is scheduled for Monday, May 8, 2017 at 7:00PM in the Galligan Board Room of the Glen Ellyn Civic Center.
2. A Village Board Workshop is scheduled for Monday, May 15, 2017 at 7:00PM in Room 301 of the Glen Ellyn Civic Center.

L. Other Business

M. Adjournment



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

Meeting: 05/01/17 07:00 PM
Department: Planning & Development
Department Head: Staci Hulseberg
Category: Agreement
Prepared By: Kelly Purvis

SCHEDULED

AGENDA ITEM (ID # 2694)

DOC ID: 2694

Approve proposal of Ramsey Historical Consultants, of Chicago, Illinois, for the 2017-2018 Architecture Resource Survey, in the amount of \$28,700, and authorize the Village to accept a grant award from the Illinois Historic Preservation Association, after completion of the survey, in the approximate amount of \$20,090. (Planning and Development Director Hulseberg)

Background.

Since 2002 the Village has conducted five Architectural Resource Surveys (ARS) to assess the historical value of structures in the Village. The first survey was conducted by The School of the Art Institute of Chicago and was largely at the request of the Historic Preservation Commission in response to the number of teardowns that were happening throughout the Village. In 2006, the Village hired Granacki Historic Consultants who conducted four more surveys for the Village from 2006 through 2014. The attached map shows all of the areas of the Village that have been surveyed to date. As the map indicates, the Village has surveyed approximately 45% of the single-family residences within the Village limits and found that 62.8% of these properties are either contributing or significant architectural or historical structures. The Historic Preservation Commission has used this information to spark preservation efforts in two ways: to draft and mail a letter to all owners of property that were found to be significant or potentially significant (meaning that they possess architectural distinction); and to hold an event educating the public about the results of the survey and the benefits of owning a landmarked home. The goal of the surveying process is to protect properties of historical and architectural value in the Village through landmarking and educating the public.

The Village is required, as a Certified Local Government, to maintain an active survey program and to show evidence of preservation activities. In furtherance of this requirement, in January 2017, at the request of the Historic Preservation Commission, staff submitted an application for grant funds to the Illinois Historic Preservation Agency (IHPA) to acquire funds for another ARS which would begin at the end of 2017 and be completed by August of 2018.

The proposed survey would be bounded by the Village limits to the west, Park Boulevard to the east, Roosevelt Road to the south and Hill Avenue and Turner Avenue to the north. There are approximately 1200 residences to be surveyed in this area, which is approximately 30% more than any other survey performed to date. It is anticipated that there are fewer significant properties in this section of town, which will require less analysis by the consultant and allow a larger area to be surveyed. See the attached map of the proposed boundary for the 2017-2018 ARS.

In conjunction with applying for grant funds through the IHPA, staff issued a request for proposals (RFP) to several Historical Consultants. The RFP resulted in three proposals being submitted to the Commission for review: Ramsey Historical Consultants (formerly Granacki Historic Consultants, who conducted 4 of the Village's 5 ARS's), Wiss, Janney, Elstner Associates, and Johnson, Lasky, Kindelin Architects. At the January 2017 meeting of the Historic Preservation Commission, the Commission voted to recommend Ramsey Historical Consultants for the Village Board's consideration, to conduct the 2017-2018 ARS (please see attached staff's evaluation of the proposals, and the meeting minutes from the Historic Preservation Commission meeting on January 19, 2017). Two of the proposals provided adequate knowledge of the scope of work requested and met the Commission's requirements for the contract. These requirements included total cost, level of experience doing ARS's, timeframe suggested for completion, quality of work samples and strong references. The strongest proposals were within \$200 of each other (\$60 cost to the Village). Ultimately, the Commission felt the most comfortable working with Ramsey Historical Consultants because of their familiarity with the Village and their past work product.

Funding.

In April 2017, Village staff received notification from the IHPA that Glen Ellyn was selected to receive a grant award for the Architecture Resource Survey. Only 10% of Municipalities in Illinois are Certified Local Governments; as a CLG we receive priority access to grant funding. The grant will provide the Village with a maximum award of \$20,090 (about 70% of the anticipated cost of the survey). While we do not have funding available this year we would propose to budget for the Village's local share in the 2018 budget. The Village would be responsible for \$8,600 or 30% of the total cost of the survey. The Village would cover the total cost of the survey up front and would be reimbursed by the IHPA with the grant award in the amount of \$20,090 after the completion of the survey.

Action.

The Village Board is being asked to approve the selection of Ramsey Historic Consultants as recommended by the Historic Preservation Commission and authorize the acceptance of grant funds for the ARS.

Attachments: Map of all areas surveyed to date
 Map of the proposed boundary for the 2017-2018 survey
 Staff's consultant evaluation charts
 Historic Preservation Minutes from the January 19, 2017 meeting
 Ramsey Historical Consultants' Proposal to Conduct the ARS

CC: Historic Preservation Commission

ATTACHMENTS:

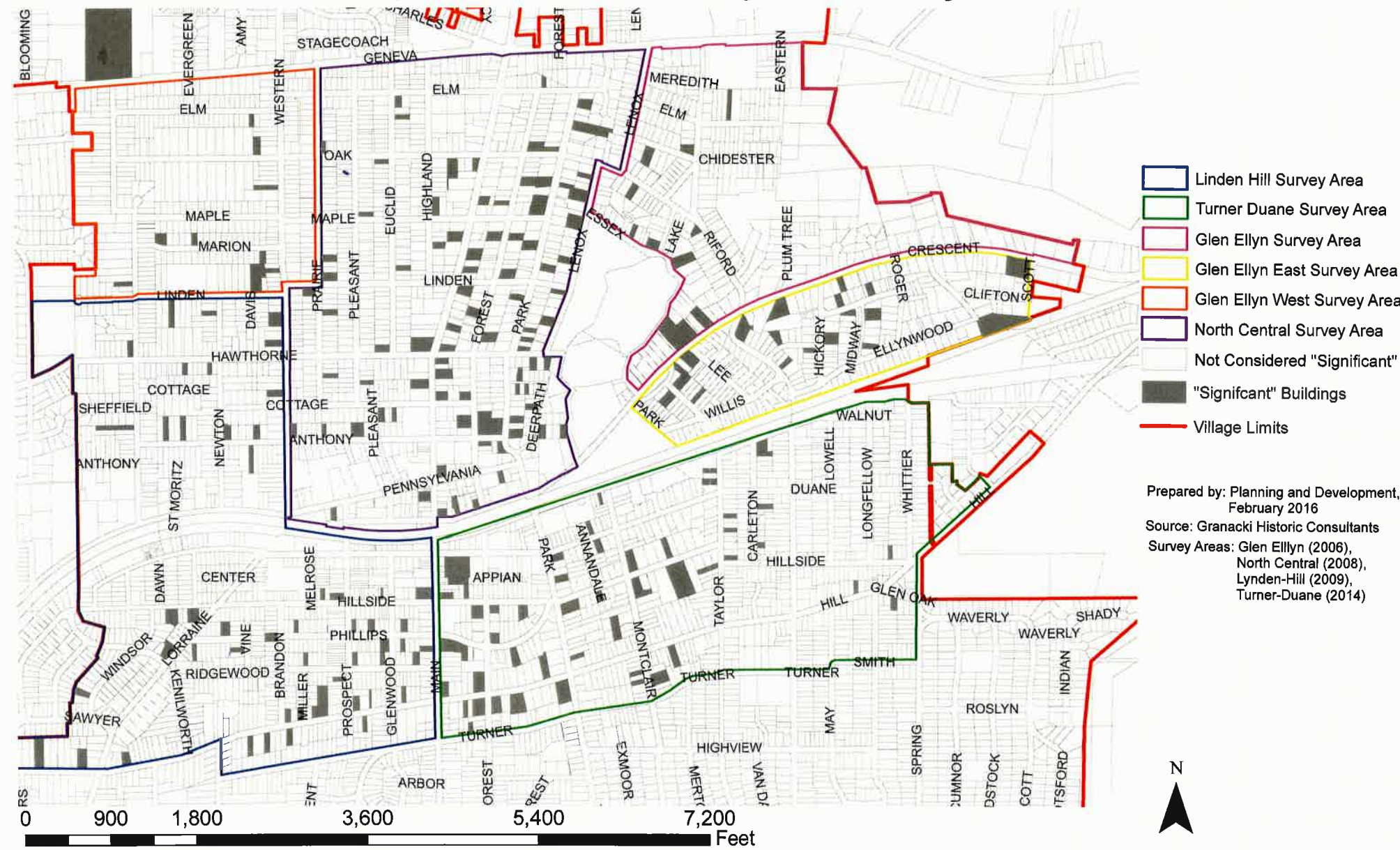
- Map of areas surveyed to date (PDF)
- Proposed boundary for 2017-2018 ARS (PDF)

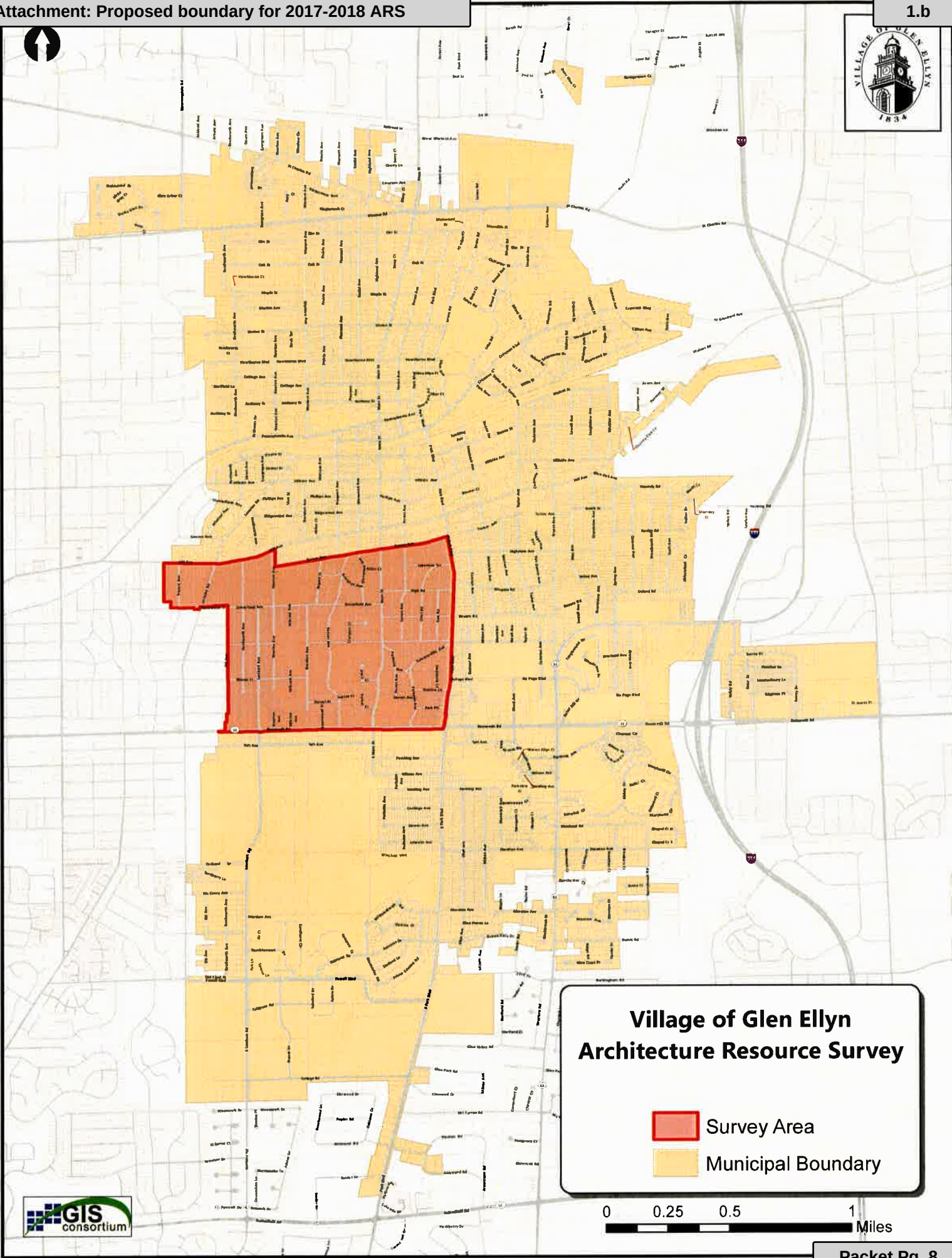
Agenda Item (ID # 2694)

Meeting of May 1, 2017

- [Consultant Evaluation Charts](#) (PDF)
- [HPC Meeting Minutes January 19, 2017](#) (PDF)
- [Ramsey Historical Consultants Proposal](#) (PDF)

Architecturally "Significant" Buildings in Glen Ellyn, IL 2006-2014





**Village of Glen Ellyn
Architecture Resource Survey**

 Survey Area

 Municipal Boundary



2017 Architecture Resource Survey Proposals

Consultant	Principal	Scope of work addressed	Experience doing ARS	Experience in GE (bonus)	Meet Sec. of Interior Qualifications	Resume	References	Samples of relevant work	Schedule	Cost	Cost to Village	Additional Comments
Ramsey Historic Consultants 1105 W. Chicago Avenue Chicago, IL 60642, Suite 201 (312)421-1295	Lara Ramsey	Yes	Yes	Yes	Yes	Yes	Yes - 6	Yes	Feb - Nov 2017	\$28,700	\$8,610	Very thorough proposal; most familiar with GE; timeline appropriate; samples of work, consistent with what has been produced for us.
JLK Johnson, Lasky, Kindelin 230 West Huron St. Suite 510 Chicago, Illinois 60654 (312)357-1221	Meg Kindelin	No	No	No	Yes	Yes	Yes - 4	No	Jan - July 2017	\$14,370	\$4,311	Poor proposal; typos; timeline not accurate; didn't provide any detail in scope of project; does not seem to have exp doing ARS
WJE Wiss, Janney, Elstner Associates 330 Pfingsten Rd Northbrook, IL 60062 (847)727-7400	Ken Itle & several other contributors	Yes	Yes	No	Yes	Yes	Yes - 3	Yes	June 2017 - August 2018	\$28,500	\$8,550	Nice proposal; Seem very qualified; experience with ARS and working with IHPA; samples of work are very good.

Created by Planning & Development; Kelly Purvis; December 28, 2016.

Architecture Resource Survey Proposal Evaluation				
	Weight	Ramsey Historic Consultants 1105 W. Chicago Avenue Chicago, IL 60642, Suite 201 (312)421-1295	JLK Johnson, Lasky, Kindelin 230 West Huron St. Suite 510 Chicago, Illinois 60654 (312)357-1221	WJE Wiss, Janney, Elstner Associates 330 Pfingsten Rd Northbrook, IL 60062 (847)272-7400
Was the scope of work required addressed?	20	5	1	5
Does the firm have experience doing ARS?	20	5	2	5
Does the firm have experience with the Village?	5	5	0	0
Does the firm meet the requirements of the Secretary of Interior?	5	5	5	5
Did the firm provide resumes and to what quality?	10		5	
Did the firm provide references?	5	5	4	5
What was the quality of work provided in samples?	15	5	4	5
Did the firm provide a reasonable schedule to complete the project?	10	5	2	5
Were the projected costs acceptable?	10	3	4	4
Total Score		96	55	93
Rating		1	3	2

Each Firm is rated 1-5; 5 being the most desirable, 1 being the least desirable
 Total Score = sum of the (weight X Firm score) /5 (possible points)
 Maximum point value = 100

Created by Planning and Development; Kelly Purvis; January 11, 2017.

X: Plandev/Planning/HPC/Architecture Resource Surveys/ARS 2017/RFP/Proposal Evaluation

HISTORIC PRESERVATION COMMISSION

MINUTES

JANUARY 19, 2017

Board or Commission: Historic Preservation

Date: January 19, 2017

Meeting: Regular

Called to Order: 7:05 PM

Quorum: Yes

Adjourned: 8:41 PM

MEMBER ATTENDANCE:

Lee Marks	Chairman	Absent
John B. Schreiber	Commissioner	Present
Timothy F. Loftus	Commissioner	Present
Dennis A. Fisher	Commissioner	Present
Eleanor B. Saliamonas	Commissioner	Present - late arrival
Kelli E. Christiansen	Commissioner	Present
Christine C. Wilson	Commissioner	Present
Robert S. Dieter	Commissioner	Present - late arrival
James P. Manak	Acting Chairman	Present
Kate Dillman	Student Commissioner	Present

OTHER ATTENDANCE:

Staci Hulseberg	Planning and Development Director	Present
Karen Hall	Director of the Glen Ellyn Historical Society	Present
Mark Senak	Liaison Trustee	Present - late arrival
Kelly Purvis	Associate Planner	Present

1. CALL TO ORDER

The January 19, 2017 regular meeting of the Historic Preservation Commission was called to order at 7:05 P.M. at the Glen Ellyn Civic Center, Room 301, 535 Duane Street, Glen Ellyn by James Manak. A quorum was present.

2. PUBLIC COMMENTS

None

3. APPROVAL OF MINUTES FROM NOVEMBER 17, 2016 MEETING

MOVE TO APPROVE MINUTES OF REGULAR MEETING FROM 11/17/2016, 7:00 PM

RESULT Motion Unanimously Carried
MOVED: Commissioner Christiansen
SECONDED: Commissioner Loftus
AYES: Christiansen, Loftus, Schreiber, Fisher, Wilson, Manak
NAYES: None
ABSENT: Marks, Saliamonas, Dieter

Historic Preservation Commission
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APPROVAL OF MINUTES FROM DECEMBER 15, 2016 MEETING

MOVE TO APPROVE MINUTES OF REGULAR MEETING FROM 12/15/2016, 7:00 PM

RESULT Motion Unanimously Carried
MOVED: Commissioner Fisher
SECONDED: Commissioner Christiansen
AYES: Fisher, Christiansen, Schreiber, Loftus, Wilson, Manak
NAYES: None
ABSENT: Marks, Saliamonas, Dieter

4. OLD BUSINESS:

A. ARCHITECTURE RESOURCE SURVEY UPDATE - 3 PROPOSALS TO SELECT FROM

Associate Planner Purvis stated that the Planning and Development Department submitted a proposal to the Illinois Historic Preservation Agency to request grant funds for the 2017 Architecture Resource Survey (ARS). In addition a Request for Proposals was issued in December. The Village received three proposals in response: JLK, WJE and Ramsey Historic Consultants responded. Planner Purvis presented a chart which rated each of the proposals and stated that the staff's recommendation for the consultant is Ramsey Historic Consultants due to their familiarity with the Village, their experience with this kind of project, negligible difference in cost between consultants and the proposed timeframe for completion of the project. Planner Purvis passed out samples of each of the Consultant's work.

A discussion about the qualifications of each of the consultants ensued. One of the proposals did not completely address the scope of work required by the project and did not garner much discussion from the Commissioners even though it was the lowest bid. Many of the Commissioners preferred the work that Ramsey Historic Consultants provided but found the proposal from WJE to be very well put together. The Commission ultimately selected Ramsey Historic Consultants as their recommendation to the Village Board for the following reasons: Ramsey Historic Consultants have a lot of experience producing architectural resource surveys, they are familiar with the Village and have produced excellent results on past projects, their proposal was complete and addressed all aspects of the project being requested, they provided a realistic timeframe to complete the project that coincides with the Village's goal for completion, and their fee is compatible with the costs the Village has budgeted for the project.

MOTION TO RECOMMEND VILLAGE BOARD TO ACCEPT RAMSEY HISTORIC CONSULTANTS PROPOSAL REGARDING ARCHITECTURAL RESOURCE SURVEY

RESULT Motion Unanimously Carried
MOVED: Commissioner Schreiber
SECONDED: Commissioner Christiansen
AYES: Schreiber, Christiansen, Fisher, Wilson, Manak, Loftus, Dieter, Loftus, Saliamonas, Wilson
NAYES: None
ABSENT: Marks

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B. TREE PRESERVATION AWARD, MEMO FROM THE VILAGE PRESIDENT

The memo from the Village President stated that the tree preservation award is a topic for the Environmental Commission and not the Historic Preservation Commission. Acting Chairman Manak stated that the Historic Commission needs to abide by and support the Village President's decision and although we don't like it, we need to respect his elected office and support his decision which effectively ends the discussion.

C. 2017 GOALS FOR THE COMMISSION

Chairman Marks dropped off a list of goals with Planner Purvis who passed them out for the Commission to consider. Acting Chairman Manak opened up the topic for discussion and asked if anyone had additional goals they would like to add.

Commissioner Fisher stated that he thinks the tree preservation award should still be on their list of goals for 2017.

Commissioner Christiansen added that she believes that all of the suggested goals are workable except for the tree preservation award. The Commission has been told that it is outside of our purview. She suggested coordinating with the Environmental Commission through back-channel efforts to bring the award to life.

Commissioner Schreiber agreed that it would best be accomplished through back-channel efforts. Discussion about the tree preservation award and the tree preservation Ordinance ensued. Director Hulseberg clarified the Village's stance on both the award and the ordinance stating that the award has been referred to the Environmental Commission and that the Village Board is not interested in changing the tree preservation ordinance at this time.

It was determined that the Commission will keep an eye out to see what the Environmental Commission does with the award over the next six months, and revisit the issue in May after the new Board assembles, if need be.

Commissioner Christiansen added that the Historic Commission should add some language in the historic preservation literature about the importance of saving the Village's Heritage Trees.

Commissioner Loftus suggested that the Historic Preservation Commission work toward getting educational materials about historic preservation on the walls in public buildings and venues (maybe the new Police Station). Director Hulseberg suggested coordinating efforts with the Village to display historic preservation information inside vacant buildings on the windows - it would help building owners come into compliance with the dark windows ordinance and provide a venue where the public can view information about historic preservation.

2017 Agenda Goals to add -

- Commissioner Loftus suggests adding a 2017 agenda item that relates to promoting historic preservation in public spaces via print on public windows/bulletin boards etc.

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- Commissioner Manak suggested following the progress of the Environmental Commission with respect to the tree preservation award and to revisit the action taken after 6 months.
- Work toward obtaining grant funds for the 2017 ARS; monitor consultant progress on the Survey as needed. Complete ARS.

The Commission agreed that the 2017 Goals will be finalized and approved at next meeting.

5. NEW BUSINESS - LETTER OPPOSING CELL TOWER AT 849 N MAIN ST.

Associate Planner Purvis presented a letter to Commission drafted by the Planning and Development Department in opposition of a cell tower proposal near Stacy's Corners. Director Hulseberg stated that before any cell tower can be proposed, an environmental and historical assessment of its impact will be conducted and included with the cell tower application. Any updates will be provided as they come up. Director Hulseberg explained that even though a letter of objection was submitted stating that we believed the proposed cell tower would negatively impact the Village's Historic Stacy's Corners, DuPage County still had the ability to approve the construction of the structure.

6. ARCHITECTURAL REVIEW COMMISSION REPORT - Tim Loftus

- Commissioner Loftus reported that there were some townhouses that were completed on Pennsylvania Ave and the same developer has purchased more land to the north and is planning to put up the same style townhomes. The ARC has issued comments on his proposed plan. Commissioner Saliamonas stated that she is not in favor of the dark brown façade on the exterior of the home.
- Aldi is expanding their store by 2000 square feet and the ARC received a proposal requesting a flat roof and a bigger sign. The ARC suggested some modifications to reduce the signage and install a sloped roof consistent with the previously approved design and Aldi is reviewing.
- Director Hulseberg added that a business owner will present a proposal at the next ARC meeting for a freestanding electric sign in his parking lot. Electronic signs are not allowed per Village Ordinance in the downtown zoning district.

7. HISTORICAL SOCIETY BUSINESS - Karen Hall

- Auto Fest will be taking place in June and flyers for vintage car entries have already begun. This show has been very successful in the past.
- Paddy Lynne as Harriett Beecher Stowe, Renown Author of Uncle Tom's Cabin will be visiting on February 4th. Paddy related Harriet's life and times, and offers many personal insights to this amazing woman.
- Story Time with Aunt Tillie continues to grow on Tuesdays.

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- Leslie Goddard as Brownie Wise: The Original Tupperware Party Lady will visit who introduced the concept of selling Tupperware in homes.

8. CHAIRMAN'S REPORT

None

9. VILLAGE BOARD TRUSTEE REPORT - Mark Senak

- The Village will be replacing some of the golf carts at Village Links.
- The Village is discussing the construction of consolidated trash enclosure in a parking lot on Pennsylvania Ave which would eliminate several dumpsters behind the restaurants.
- Panera will be having a combined Public Hearing before the Plan Commission and the Architecture Review Commission on February 1st.
- The Board is discussing the Baker Hill Shopping Center access, and possibly adding a turning lane to allow a left turn for east bound traffic on Roosevelt Rd to enter into the shopping center. We are hoping this will spur interest in the vacant Dominick's location.
- Vehicle sticker discussion is still ongoing; the Board is trying to determine whether the Village will get rid of vehicle registration stickers. The challenge would be that the Village would need to recover the \$400,000 in revenues if this program is removed.

STAFF REPORT

a. NATIONAL REGISTER SIGN AT MAIN ST. AND HAWTHORNE AVE.

Public Works refinished the National Register sign based on the Commission's recommendations. Director Hulseberg thanked the Commission for pointing out that the sign was in need of repair. The Commission was happy with the changes made to the sign and directed staff to have the other historic signs treated in the same manner.

b. UPDATE OF DEVELOPMENTS PROJECTS

- McChesney & Miller - Springbank is still working on new plans and the project is evolving, but a formal application has not been submitted.
- Opus Developers will not be moving forward with the Geische property. However, there are other developers in line. Director Hulseberg responded to a question about Blackberry Market's interest in the property. Blackberry Market was interested but has since realized that the space will not work for them. There are a number of developers interested in the project.

10. CONFIRMATION OF NEXT MEETING AND ADJOURNMENT

Historic Preservation Commission
January 19, 2017

The next meeting is scheduled for February 16, 2017 at 7:00 p.m. Commissioner Loftus moved to adjourn the meeting and Commissioner Schreiber seconded. The Meeting was adjourned at 8:41.

Submitted by Angela Andrianopoulos, Recording Secretary

**PROPOSAL TO CONDUCT AN
ARCHITECTURAL RESOURCES SURVEY
IN GLEN ELLYN, ILLINOIS**

SUBMITTED BY:

**RAMSEY HISTORIC CONSULTANTS
1105 W. CHICAGO AVENUE
CHICAGO, ILLINOIS 60642, SUITE 201
(312) 421-1295
December 23, 2016**

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1. SCOPE OF SERVICES

Ramsey Historic Consultants would be pleased to work with the Village of Glen Ellyn in the survey and documentation of approximately 1200 properties in a section of the Village south of the Union Pacific West Railroad tracks. Boundaries are roughly as follows: Hill and Turner Avenues to the north; Park Boulevard to the east; Roosevelt Road to the south; and the Village limits to the west. The survey will encompass two levels of documentation. A reconnaissance survey will be conducted for every property within the survey area, and will include basic documentation and a significance rating for each resource. Those resources rated Potentially Significant (PS) or Significant (S) will then be more intensively documented, photographed, and researched. The information compiled in this survey and report can then be used by the Village in the preparation of neighborhood preservation plans that help prevent the demolition of architecturally significant buildings and encourage appropriate rehabilitation.

Our surveys are typically compiled using Microsoft Access and have digital photos associated with the computerized database. The database file can be stored on a main server and can be viewed, searched, edited, and updated as necessary by internal staff. Inventory forms for the individual resources within the survey area are produced through Access, and are converted to PDF format.

The following Tasks outline our approach to the survey. All work will conform to the guidelines set forth by the Illinois Historic Preservation Agency and the Secretary of the Interior's Standards for Identification and Evaluation of Historic Properties.

Task 1 - Project Coordination

Ramsey Historic Consultants' staff will talk to the Village of Glen Ellyn Historic Preservation Commission members and/or staff to discuss the project schedule and survey objectives. We will finalize the survey inventory form, obtain a computerized address list from the Village of all properties within the survey area, and verify the scope of work. We will seek approval of the schedule and proposed activities from the Village of Glen Ellyn prior to commencing work. We will also participate in any kick-off events organized by the Village to inform the public about the survey.

Task 2 – Reconnaissance Survey

Ramsey Historic Consultants will conduct a reconnaissance survey of the proposed survey area. This reconnaissance survey will consist of basic written documentation of every property in the survey area, including architectural style, approximate date of construction, and building materials. Each property will also be evaluated in the field for architectural significance.

Task 3 – Historic Research and Preparation for Intensive Survey

Ramsey Historic Consultants will review the historical and architectural contexts for this neighborhood by researching the history of Glen Ellyn and of this specific part of Du Page County. We will conduct research of the Village's building permits, including early permit ledgers stored at the Village offices and more recent permit information that has been digitized. We will also conduct research at local repositories, including the Glen Ellyn Public Library, the Glen Ellyn Historical Society, the DuPage County Recorder of Deeds, and the DuPage County Historical Society to gather more information on the Potentially Significant- and Significant-rated properties identified in the reconnaissance survey. We will also use information from these repositories to identify any properties in the survey area that may have been associated with important people or events in the history of Glen Ellyn or the Chicago region, and

were not rated Potentially Significant or Significant in the reconnaissance survey—these properties will also be intensively surveyed. We will enter any building-specific information, including building permit data, into the computerized database before going out in the field.

Task 4 – Intensive Survey of S- and PS-rated Resources

Ramsey Historic Consultants will conduct additional field work on those properties rated Potentially Significant or Significant in the earlier reconnaissance survey, as well as any buildings identified during the research phase of the project as having historic significance. Further documentation of these properties includes a detailed description of notable architectural features and alterations to each structure, and photo documentation of each property. Photography will consist of at least one color digital image of the façade of each primary structure, and one image of each secondary structure (garages, carriage houses, etc.). Additional photographs may be taken of secondary elevations or notable architectural elements at the discretion of the surveyor. In accordance with the Illinois Historic Preservation Agency's National Register Digital Photo Requirements, all digital photos will be taken at least 1800 x 1200 pixels at 300 pixels per inch, and will be in TIFF format. These original digital photos will be labeled by address, and included with the final deliverables for the project. A second set of the downsized photo files in JPEG format will be created for incorporation into the survey database (large photo file sizes hinder the operation of the database). We generally recommend completing the photography between November 1 and April 15 so that there are fewest leaves on the trees to obscure the buildings.

Task 5 - Preparation of Survey Inventory Forms

All field data in the survey database will be cross-checked for accuracy by Ramsey Historic Consultants. A set of draft survey inventory forms in PDF format will be sent to the members of the Preservation Commission for their review. Forms will also be sent to the Illinois Historic Preservation Agency for review by their staff. Any comments or corrections provided by the Preservation Commission or the IHPA will be incorporated into the survey database.

Task 6 - Evaluation of Findings and Draft Report

Ramsey Historic Consultants will review all findings and evaluate the potential significance of the area and the structures in it to the history and development of Glen Ellyn. A summary report will be prepared that will include a review of past preservation activities in the Village, survey methodology, an historical overview of the area surveyed, a discussion of architectural styles represented by buildings in this area, and a complete inventory listing of all structures by address indicating, among other things, their architectural style, construction date, and significance rating. Recommendations will be made in the report for any individual buildings that have the potential for designation to the National Register of Historic Places or designation as individual local landmarks. The report will also discuss potential historic district designation within the survey area. Ramsey Historic Consultants will work with Village staff to create two maps that will be included in the summary report—an overview map showing the survey area within the context of the Village, and a map indicating the significance rating of each property within the survey area.

Task 7 - Review of Report by Village of Glen Ellyn

Draft copies of the report will be submitted to the Historic Preservation Commission and the Illinois Historic Preservation Agency for their review prior to the completion of the project. All comments by the Commission and the Agency will be considered for incorporation into the final report.

Task 8: Final Project and Packaging

Ramsey Historic Consultants will present the survey findings at a public meeting of the Glen Ellyn Historic Preservation Commission. The presentation will focus on identified architecturally and

historically significant properties. Ramsey Historic Consultants will also give any subsequent presentations as required by the Village.

All required work products specified in the Request for Proposals will be submitted to the Village of Glen Ellyn. The final products will include the following:

- Two sets of binders, each containing a complete set of survey inventory forms (with associated digital images) and research materials. ✓
- One set of digital photo files (1800x1200 at 300dpi) in TIFF format on CD-Rom.
- One set of downsized photos in JPEG format for use with the survey database.
- Survey database file in Microsoft Access format and PDF files for each survey inventory form on CD-Rom. ✓
- Three printed copies of the summary report, along with digital copies of the summary report in Microsoft Word and PDF formats on CD-Rom ✓
- Three unbound, printed copies of the summary report, one printed copy of the survey inventory forms, one set of digital survey inventory forms in PDF format, and a PDF of the summary report to be provided to the Illinois Historic Preservation Agency. ✓

Quarterly Status Reports ✓

Ramsey Historic Consultants will provide quarterly status reports on the project to Village staff using the IHPA-approved form provided by the Village.

2. FIRM QUALIFICATIONS

Ramsey Historic Consultants (RHC), formed in 2014, is the successor firm to Granacki Historic Consultants, a comprehensive preservation planning firm in Chicago under the direction of principal Victoria Granacki from 2004 to 2014. RHC provides a broad range of services to local governments, real estate developers and private property owners in the Chicago area, including architectural and historic resource surveys; preparation of National Register and local landmark nominations; applications for Certificates of Rehabilitation for owners of historic properties seeking to qualify for tax benefits; and preparation of HABS documentation. The RHC office is located at 1105 W. Chicago Avenue, Suite 201 in Chicago, Illinois. Lara and Emily Ramsey are equal partners in the business, and are its sole staff members.

Lara and Emily Ramsey have over 25 years of combined experience with a variety of historic preservation activities. Lara was employed with Granacki Historic Consultants from 2004 to 2014, serving first as a Preservation Specialist, then as the firm's Survey and National Register Coordinator. Lara has extensive experience working on architectural resource surveys in northeastern Illinois—she has been the principal surveyor and project coordinator for 24 architectural resource surveys, including five reconnaissance surveys in Glen Ellyn.

Emily Ramsey served as a Senior Associate for MacRostie Historic Advisors (MHA) from 2008 to 2014, and as Project Director and Assistant Director for the Historic Chicago Bungalow Association (HCBA) from 2003 to 2007. Emily has extensive experience researching and evaluating historic properties. While at HCBA, Emily authored National Register nominations for six bungalow historic districts in Chicago, the largest of which contained nearly 800 properties. During her time at MHA, Emily prepared successful National Register nominations and local designation reports for a wide range of properties, including industrial loft buildings, post-war affordable housing complexes, school buildings, apartment hotels, downtown office skyscrapers, hotels, post offices, and military housing.

Work completed by the firm since its incorporation include:

- **HISTORIC RESOURCES SURVEYS:** Surveys of architecturally and historically significant buildings in suburban Illinois communities. Recent surveys completed by the firm include the
- **LANDMARK NOMINATIONS:** Research, writing, preparation and presentation of applications for individual National Register and local landmarks and historic districts. Recent National Register nominations completed by the firm include Lake Ellyn Park, Glen Ellyn and a Multiple Property Documentation Form for Residential Hotels in Chicago. Recent landmark designation reports prepared by the firm for the City of Chicago include Marina City and the Uptown historic district.
- **CERTIFICATES OF REHABILITATION:** Property tax assessment freeze projects in Chicago landmark neighborhoods such as the Gold Coast, Old Town, Sheridan Park, and

Hyde Park/Kenwood, and in suburban Wilmette and Oak Park. Acted as subcontractor on numerous Federal Historic Preservation Tax Credit projects in Illinois and Wisconsin.

- **HISTORIC RESOURCES REPORTS:** Historic and architectural research and analysis of landmark eligibility for federal, state, and environmental review and compliance processes. Assessment of potentially significant homes prior to local building permit and zoning approvals. Recent projects completed by the firm include several building reports on residential properties in Kenilworth and Winnetka.
- **HABS DOCUMENTATION:** Completed research and documentation for the Illinois Historic American Buildings Survey (HABS). Recent documentation completed by the firm include the Rockford High School in Rockford, Illinois and Lake Forest Hospital in Lake Forest, Illinois.

KEY PERSONNEL RESUMES

LARA RAMSEY has had extensive experience working with municipalities in Illinois on survey and National Register projects funded by Certified Local Government grants. In her 10 years with Granacki Historic Consultants, Ms. Ramsey has been the principal surveyor for 24 architectural resource surveys. She has also completed National Register Nominations for many residential and commercial historic districts in Illinois. Her strong research and writing skills, as well as her experience in documenting and analyzing residential architecture are an asset to the firm.

Prior to joining Granacki Historic Consultants in 2004, Ms. Ramsey was a preservation consultant who worked on a variety of projects in the Chicago area. She co-wrote National Register nominations for the Palmolive Building (919 N. Michigan Avenue), the William H Reid House (2013 S. Prairie), and the Medical and Dental Arts Building (185 N. Wabash) in Chicago, all with Baldwin Historic Properties. From 2001 to 2004, she acted as consultant to the Charlotte-Mecklenburg Historic Landmarks Commission in Charlotte, North Carolina, preparing survey and research reports on local properties and making recommendations on landmark eligibility. She was responsible for a survey of the African American resources in Gaston County, North Carolina, which included a wide variety of vernacular housing types. This work included physical descriptions of all properties and a summary report with a short history and analysis of the significance of the resources found.

Ms. Ramsey holds a BA in Psychology from the University of North Carolina at Chapel Hill, and an MS in Historic Preservation from the School of the Art Institute of Chicago. She meets the Secretary of the Interior's professional qualification standards in the field of architectural history as outlined in the Federal Register.

Survey and National Register nominations completed by Lara Ramsey include:

Intensive Architectural Resource Surveys

Antioch Downtown (2006)—Survey and rehabilitation guidelines for 57 commercial structures in Downtown Antioch as part of a larger Route 83 corridor study.

Chicago Recent Past (2009)—City of Chicago Recent Past Survey updates the Chicago Historic Resources Survey adding architecturally significant structures built between 1940 and 1976.

Elgin Northwest Neighborhood (2006)—Architectural survey of the Northwest Neighborhood covering 655 principal structures, primarily residential.

Elgin Downtown (2007)—Architectural survey of Downtown Elgin covering approximately 300 principal structures, primarily commercial storefront types.

Elmhurst Arlington-Kenilworth Survey (2010)—Architectural survey of approximately 100 residential structures on Arlington and Kenilworth Streets from the late 19th and early 20th centuries.

Evanston Lakeshore Historic District (2011-12)—Architectural survey of approximately 800 residential structures in the existing Evanston Lakeshore National Register Historic District as part of a two-phase project to survey the entire district which was not done with the original nomination.

Glenview (2006)—Survey of a residential neighborhood west of downtown and south of Glenview Road, with approximately 390 structures mostly from the early-to-mid-20th century.

Glenview Scattered Sites (2007)—Architectural survey of 28 historic structures on scattered sites throughout the village which were a mix of farmhouses, historic commercial, late 19th and early 20th century residential styles, and mid-century modern.

Highland Park Bob-O-Link (2006)—Architectural survey of the Bob-O-Link area in the center of Highland Park covering approximately 725 principal structures.

Highland Park Green Bay Corridor (2007)—Architectural survey of the Green Bay Corridor area in the center of Highland Park covering approximately 700 principal structures both commercial and residential.

North Hinsdale (2005)—Architectural survey of North Hinsdale, a residential section located just north of Hinsdale's Village Hall with a wide variety of residential structures.

Northeast Hinsdale (2006)—Architectural survey of Northeast Hinsdale, a residential section located east of Garfield Street north of the railroad, containing approximately 290 structures.

Hinsdale Robbins II (2007)—Architectural survey of the south part of the Robbins subdivision of Hinsdale, laid out by prominent landscape architects, Cleveland and French in 1866. There are

280 principal structures in the survey area, many of them excellent examples of high style architecture.

Macomb Downtown (2011)—Survey of 104 commercial structures surrounding the historic Courthouse in downtown Macomb Illinois.

Naperville Historic District (2008)—Survey of 321 residential and institutional structures in the existing Naperville National Register Historic District, designated in 1977 but never intensively surveyed.

Naperville Downtown (2010)—Survey of 54 historic commercial structures selected by City of Naperville staff for intensive study in downtown Naperville.

Oswego Downtown and Surrounding Residential (2009)—Survey of approximately 600 residential and commercial structures in the historic urbanized core of Oswego.

Ottawa East Side (2011)—Survey of approximately 300 residential structures in the historic east side of Ottawa.

Ottawa West Side (2014)—Survey of approximately 250 residential structures along Ottawa and Illinois Avenues in Ottawa's west side.

Reconnaissance Surveys

Glen Ellyn (2007)—Reconnaissance survey of two residential sections of Glen Ellyn including 910 structures.

Glen Ellyn North Central (2009)—Reconnaissance survey of a section of the north side of the village including 835 structures.

Glen Ellyn Linden-Hill (2010)—Reconnaissance survey of a section of Glen Ellyn south and west of the downtown area including approximately 800 structures.

Glen Ellyn Turner-Duane (2014)—Reconnaissance survey of a section of Glen Ellyn south of the railroad and east of Main Street, including approximately 850 structures.

National Register Historic District Nominations

Macomb Downtown District, Macomb, IL, listed 2012.

Glen Ellyn North Downtown District, Glen Ellyn IL, listed 2013.

Glen Ellyn South Downtown District, Glen Ellyn, IL, listed 2013.

Ottawa East Side Historic District, Ottawa, IL, listed 2013.

EMILY RAMSEY is an expert in the preparation of National Register nominations and landmark designation reports for a wide variety of historic resources. Ms. Ramsey served as Senior Associate for MacRostie Historic Advisors (MHA) between 2008 and 2014, where she prepared National Register nominations, local landmark designation reports, and historic preservation certification applications for properties seeking federal, state, and local historic rehabilitation tax incentives. She has prepared successful National Register nominations for a wide range of properties, including industrial loft buildings, post-war affordable housing complexes, school buildings, apartment hotels, downtown office skyscrapers, hotels, post offices, and military housing.

During her time with MHA, Ms. Ramsey also prepared historic tax credit certification applications for many prominent historic rehabilitation projects in Chicago and throughout the Midwest, including the Inland Steel Building, the Shoreland Hotel, the Chicago Athletic Association Building, the Wrigley Building, Parkway Garden Homes, the Sutherland Hotel (all in Chicago), as well as the Chittenden & Eastman Building and the St. Paul Post Office and Custom House in St. Paul, Minnesota.

Prior to joining MHA, Ms. Ramsey served as Project Director and Assistant Director for the Historic Chicago Bungalow Association (HCBA), a City of Chicago initiative dedicated to preserving the city's unique housing stock. In the summer of 2003, she served as part of the team that prepared the Multiple Property Listing nomination for Chicago Bungalows, under the supervision of noted architectural historian Daniel Bluestone. Ms. Ramsey completed substantial primary and secondary research on the history and development of Chicago Bungalows, developed the classification system for property type characteristics that was adopted as part of the MPL, and assisted in the preparation of the first two bungalow historic districts (the Schorch Irving Park Gardens Bungalow Historic District and the South Park Manor Bungalow Historic District) to be listed in the National Register under the Chicago Bungalow MPL. Between 2003 and 2007, Ms. Ramsey directed an HCBA program that provided technical assistance to communities seeking to list their neighborhoods in the National Register and administered financial incentive programs providing grants to homeowners completing energy efficient improvements. As part of this program, she worked with bungalow owners in communities across the city to compile research for their communities and authored National Register nominations for six bungalow historic districts in Chicago, the largest of which contained nearly 800 properties.

Ms. Ramsey has given presentations on researching and evaluating Chicago-style bungalows to community groups in Chicago and St. Paul, has presented as part of the Chicago Architecture Foundation's Lunchtime Learning Series, and served on a panel for preserving distinctive housing stock at the National Trust for Historic Preservation annual conference in 2007.

Ms. Ramsey has taught Archival Documentation for the School of the Art Institute of Chicago's Historic Preservation Graduate Program, which teaches students how to prepare National Register nominations, and has served as a guest lecturer at SAIC. She is also a member of Landmarks Illinois' Easement Committee, which reviews preservation easement applications and proposed rehabilitation plans for properties throughout the state.

Ms. Ramsey holds a BA degree in History with a minor in American Studies from the University

of North Carolina-Charlotte and an MS degree in Historic Preservation from the School of the Art Institute of Chicago. She meets the Secretary of the Interior's professional qualification standards in the field of architectural history as outlined in the Federal Register.

Chicago Local Landmark Reports and National Register Nominations completed by Emily Ramsey include:

Chicago Local Landmark Designation Reports

Curtis Wright Aeronautical University Building

Plymouth Building

Polish National Alliance Headquarters (pending)

Shoreland Hotel (designated September 2010)

Spiegel Administration Building (designated May 2011)

Steger Building (designated June 2013)

Wrigley Building (designated May 2012)

Individual National Register Nominations

Westover Road Non-Commissioned Office Housing Historic District, Ft. Sheridan, IL (listed 2008)

Inland Steel Building, Chicago, IL (listed 2008)

Otis Elevator Building, Chicago, IL (listed 2008)

Spiegel Office Building, Chicago, IL (listed 2009)

West Argyle Street Historic District, Chicago, IL (listed 2009; extension in 2013)

Washington Hotel, Greenville, TX (listed 2010)

St. Louis Post-Dispatch Printing Plant, St. Louis, MO (listed 2011)

Parkway Garden Homes Complex, Chicago, IL (listed 2011)

Wholesale Florists Exchange Building, Chicago, IL (listed 2011)

Sutherland Hotel, Chicago, IL (listed 2011)

Vesta Accumulator Company Factory, Chicago, IL (listed 2012)

Passionist Fathers Monastery, Chicago, IL (listed 2012)

Purple Hotel Complex, Lincolnwood, IL (listed 2013, demolished)

Curtiss Wright Aeronautical University Building, Chicago, IL (2013)

Oconomowoc High School, Oconomowoc, WI (2013)

Lincoln School, Shawano, WI (2013)

St. Paul Post Office and Custom House, St. Paul, MN (2014).

Historic Chicago Bungalow National Register Historic Districts

Chicago Bungalow Multiple Property Listing (listed 2003)

Schorsch Irving Park Gardens Bungalow Historic District (listed 2003)

South Park Manor Bungalow Historic District (listed 2003)

Wrightwood Bungalow Historic District (listed 2004)

Rogers Park Manor Bungalow Historic District (listed 2005)

North Mayfair Bungalow Historic District (listed 2006)

Falconer Bungalow Historic District (listed 2007)

Talman-West Ridge Bungalow Historic District (listed 2008)

South Shore Bungalow Historic District (listed 2008)

3. REFERENCES

ILLINOIS HISTORIC PRESERVATION AGENCY

#1 Old State Capitol Plaza, Springfield, IL 62701

Andrew Heckenkamp, National Register Coordinator (217) 785-4324

Carol Dyson, Chief Architect (217)-524-0276

CITY OF CHICAGO

Landmarks Division, 33 N. LaSalle Street, Chicago, IL 60602

Eleanor Gorski, Assistant Commissioner (312) 744-3201 egorski@cityofchicago.org

Matt Crawford, Director of Research (312) 742-0276 mcrawford@cityofchicago.org

MACROSTIE HISTORIC ADVISORS LLC:

Allen Johnson, Director, Midwest Office

53 West Jackson Boulevard, Chicago, IL 60604

(312) 786-1700 x7016

ajohnson@mac-ha.com

VICTORIA GRANACKI:

Principal, Granacki Historic Consultants (retired)

1105 W. Chicago Avenue, Suite 201, Chicago, IL 60642

(312) 421-1131 x1.

vicki@granackihistoricconsultants.com

CITY OF ELMHURST:

Eileen Franz, Assistant Planning and Zoning Administrator

209 North York Street, Elmhurst, IL 60126

(630) 530-3121

VILLAGE OF LIBERTYVILLE:

John Spoden, Director of Community Development

200 East Cook Avenue, Libertyville, IL 60048

(847) 362-2430

4. PROJECT TEAM

Lara Ramsey will direct the survey project for the Village of Glen Ellyn. Lara Ramsey and Emily Ramsey will act as field surveyors and photographers, and will conduct research for the survey area. Lara Ramsey will have primary responsibility for writing the summary report and for the computerized database, organizing and compiling survey inventory forms and other materials in binders. Lara Ramsey will also be the spokesperson at public meetings and presentations and will regularly report on the progress of the project to the Village of Glen Ellyn.

Both Lara Ramsey and Emily Ramsey meet professional qualification standards for Architectural History and Historic Architecture as outlined in 36 CFR Part 61 by the National Park Service.

5. SCHEDULE OF SERVICES

The following schedule of services assumes a February 2017 start date for the proposed project. Ramsey Historic Consultants estimates that the project will take a total of ten months to complete.

	Task	
Task 1	Project Coordination and Kickoff	February 2017
Task 2	Reconnaissance Survey	March-April 2017
Task 3	Historic Research and Preparation for Intensive Survey	May 2017
Task 4	Intensive Survey and Photography	June 2017
Task 5	Preparation of Survey Inventory Forms Review of forms by Village/IHPA	July 2017 August 2017
Task 6	Evaluation of Findings and Draft Report Review of report by Village	September 2017 October 2017
Task 7	Final report and packaging Final public meeting	November 2017

6. FEE

Total fee \$28,700.00

Hours	Task
10	Project Coordination and Kickoff
130	Reconnaissance Survey
100	Historic Research and Preparation for Intensive Survey
70	Intensive Survey and Photography
15	Evaluate data and review forms
80	Write report and revisions
15	Package final materials
410	

Total hours @ \$70.00/hour = \$28,700.00

Billing will be done at the completion of field survey work, of the draft summary report, and the delivery of final products to the Village and the IHPA.



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

Meeting: 05/01/17 07:00 PM
Department: Police
Department Head: Phil Norton
Category: Purchase
Prepared By: William Holmer

SCHEDULED

AGENDA ITEM (ID # 2699)

DOC ID: 2699

Approve the purchase of fitness equipment for the Police Facility from Direct Fitness Solutions, of Mundelein, Illinois, in an amount not to exceed \$49,000. (Chief Norton)

BACKGROUND

Construction on the new police facility is approaching completion with an anticipated move-in date of June 14, 2017. An important part of the new facility is a fitness room for use by police employees. You may recall discussion about this room during the planning and design process. Police employees need a place to exercise and condition which is free from distraction and interruption. This not only offers a means for employees to stay in shape, but also a method of decompression from what is, at times, a stressful occupation. The room is constructed and it is time to purchase the fitness equipment to be installed for use in the building.

PRODUCTS

We have researched equipment from three different vendors: Life Fitness, Direct Fitness Solutions, and The Fitness Connection. Life Fitness sells their own brand of equipment; Direct Fitness Solutions generally sells Precor brand equipment; and, The Fitness Connection sells Matrix brand equipment. We specified several types of commercial grade equipment from treadmills, rowers and other cardiovascular equipment to dumbbells, weight cages and other strength equipment. We sought feedback from the park district regarding the type of equipment in place at Ackerman Fitness Center and also from the manager at HealthTrak in Glen Ellyn. The park district has a mix of all of the above brands at Ackerman; however, they are replacing Matrix cardiovascular equipment with Precor and Life Fitness equipment.

We conducted site visits to view and use all brands of equipment. The strength equipment has less variation regarding how it is used while the cardio equipment does have some differences such as ease of using the machines, horsepower of the motor, and appearance to name a few. All brands are of good quality that is comparable in pricing although I felt that the Life Fitness cardiovascular equipment was a lower level of quality in comparison to the other two options. With the exception of one piece, I eliminated the Life Fitness equipment because I determined that the other two brands offered better quality products in most cases. The one piece I am recommending from Life Fitness is smaller and provides a better fit for the space.

RECOMMENDATION

The pricing between Direct Fitness Solutions and The Fitness Connection came out to have an approximate \$400 difference, with Direct Fitness Solutions being lower despite the determination that their cardio fitness equipment is of a higher quality as compared to the Matrix brand. In fact, the Precor/Direct Fitness version of an elliptical machine is superior to the Matrix elliptical and offers a completely different workout which will appeal to more users. There are few differences in the strength equipment.

I recommend approving the purchase of fitness equipment in an amount not to exceed \$49,000. This purchase will be covered with \$30,000 from the Village's wellness fund with the remaining amount paid from the Police Department Article 36 forfeiture fund. I am recommending a purchase from Direct Fitness Solutions in Mundelein, IL for approximately \$44,450; and the purchase of a single machine from Life Fitness for approximately \$4400. These costs include delivery and installation. Below is a general summary of the equipment.

This purchase will equip the fitness room with a full complement of exercise equipment for all types of users from free-weight lifters to body-weight exercisers to runners and cyclists. Police Department staff is excited and looking forward to utilizing the new equipment.

If you have any questions, please see me.

TYPE OF EQUIPMENT	CARDIO/STRENGTH	VENDOR
Corner Rack	Strength	Life Fitness
Adaptive Motion Trainer (elliptical)	Cardio	Direct Fitness
Treadmill (2)	Cardio	Direct Fitness
Stationary Bike	Cardio	Direct Fitness
Rower	Cardio	Direct Fitness
Rear Delt/Fly	Strength	Direct Fitness
Leg Press	Strength	Direct Fitness
Half Rack	Strength	Direct Fitness
Dumbbell Rack	Strength	Direct Fitness
Dumbbell Set (5-100 lb)	Strength	Direct Fitness
Assorted Benches (4)	Strength	Direct Fitness
Associated weights needed for machines	Strength	Direct Fitness



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

Meeting: 05/01/17 07:00 PM
Department: Administration
Department Head: Greg Mathews
Category: Agreement
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 2695)

DOC ID: 2695

Authorize the Village Manager to execute an Agreement with CBRE, Inc., of Chicago, Illinois, contingent on the execution of the Reimbursement of Fees Agreement by Springbank. (Village Manager Franz)

Background

The former McChesney Miller site and adjacent properties, including the Crescent/Glenwood parking lot, has been the subject of development proposals for several years. Approximately three to four years ago the Village entertained proposals from Next Generation which included a request for substantial financial assistance from the Village of up to \$8-9 Million Dollars that was deemed excessive. In October 2014, a developer named Springbank approached the Village about potential development of the site and since then has purchased the McChesney property outright. A number of plan iterations have been proposed by Springbank but nothing fruitful has come to pass for over two years.

In an effort to get things moving on a project for this vacant property staff researched available opportunities for consultant assistance and found that one group in particular, CBRE, Inc., has had experience with Springbank and facilitated a downtown development project similar to what we seek here, between Springbank and the Village of Winnetka, Illinois. Following interviews of two principals of CBRE, conducted with Manager Franz, Planning Director Hulseberg, Economic Development Coordinator Hannah and me, we concluded that CBRE offers services which will likely expedite a good development at the site. The following summary outlines the scope of services as proposed by CBRE:

1. We will meet with the Village to confirm the Village's objectives for our work, open issues related to the project, timing requirements, contact and reporting relationships and confirm a plan of work for the assignment.
2. We will review all relevant documents submitted by the developer and all staff and public comments related to those submissions.
3. We will analyze the developer's proposed project and its financial structure, development pro forma, project budget, and advise the Village as to the reasonableness of the developer's proposal and requested Village obligations. Specifically, we will:
 - a. Evaluate the economic and market viability of the proposed development;
 - b. Evaluate the cost of structured parking and other "public" elements of the project;
 - c. Evaluate the developer's financial request of the Village to assist in building the "public" elements;
 - d. Evaluate the economic and public benefits of the project to the Village

- e. Evaluate the developer's request for "right-of-way" owned by the Village, if it should be conveyed and, if so, under what terms; and
 - f. Provide the Village with written memorandum on the evaluations and options as requested by the Village.
4. We will meet with the developer to negotiate project improvements, financial terms, schedule, performance obligations, Village obligations and other aspects of a redevelopment agreement.
5. As requested, we will attend Village meetings and make presentations and will assist the Village with the development agreement for Village Council consideration. We will work with Village legal counsel to assist them in documenting the final approvals, if any.
6. We will perform other real estate advisory work as requested and directed by the Village.

The costs for these consultant fees will be paid from escrow funds deposited by the developer under a Reimbursement of Fees Agreement which must be agreed to by Springbank before we will commit to an agreement with CBRE.

Recommendation

Authorize the Village Manager to execute an Agreement with CBRE, Inc., of Chicago, Illinois, contingent on the execution of the Reimbursement of Fees Agreement by Springbank.

Attachments

Proposed Professional Services Agreement with CBRE, Inc.
Reimbursement of Fees Agreement Form

ATTACHMENTS:

- CBRE-Village of Glen Ellyn Draft Agreement 4-11-2017 (2) (PDF)
- ReimOfFeesAgrmt 091714 lg (PDF)

**VILLAGE OF GLEN ELLYN
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the _____ day of _____, 2017, and is by and between the **VILLAGE OF GLEN ELLYN**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("Consultant**"):** **CBRE, INC.**

Address: **321 N. Clark Street, Ste. 3400, Chicago, IL 60654**

Telephone No.: **312-456-7070**

Email: **martin.stern@cbre.com**

Project Name/Description: **460 Crescent Boulevard Financial Analysis
Advisory Services and Development**

B. Project Description. Consultant will provide and perform financial analysis and other consulting services related to (i) the evaluation of a proposal for redevelopment of real property within the Village's downtown commercial district known as "460 Crescent Boulevard" and (ii) the negotiation of financial and other terms for consideration by the Village Council between the Village and the developer proposing the 460 Crescent Boulevard development, all as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services as specifically directed by the Village during the term of this Agreement until the completion of the Services or upon termination of this Agreement by the Village ("**Time of Performance**").

D. Reporting. The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The Consultant shall perform the Services only at the direction of the Village, and the Village shall pay the Consultant for such Services at the hourly rates set forth in the Proposal. No claim for compensation for Additional Services, as that term is defined in Section 3.D of this Agreement, shall be valid unless made in accordance with Section 3.D of this Agreement.

B. Invoices and Payment. The Consultant shall submit monthly invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

E. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar

benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

F. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in

excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term “**Confidential Information**” shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“**Time of Disclosure**”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village except as required by operation of law, including, without limitation, subpoena, governmental request, and administrative compliance. The Consultant shall use commercially reasonable measures to protect the Confidential Information. Such measures shall include, without limitation, requiring subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that are found to have arisen out of or in

connection with the Consultant's negligent or intentionally wrongful performance of, or negligent or intentionally wrongful failure to perform, the Services or any part thereof, or any negligent failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. Limitation of Liability.

1. As to the Village. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

2. As to the Consultant. The Village acknowledges and agrees that the Village shall decide whether or not to implement the recommendations and advice given by Consultant as part of the Services in Village's sole discretion, and Consultant shall bear no liability to the Village as a result of that decision by the Village. The provisions of this Section shall survive the expiration of the term or termination of this Agreement.

E. Warranty. Consultant warrants that its Services will be performed in a good and workmanlike manner and in accordance with the standards set forth in this Agreement, including the Proposal.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a

personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days' written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local

grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may be found to have arisen out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Attorney's Fees. The prevailing party in any dispute arising out of or relating to the Services shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements incurred in connection with any dispute from the non-prevailing party.

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Village Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor

or third party for any agreements made by the Consultant without the knowledge and approval of the Village Council.

I. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village. Consultant shall receive no right or interest to any proprietary products or information owned by Village. All methodologies, systems, procedures, management tools, software, ideas, inventions, know-how and other intellectual capital that Consultant has developed, created or acquired prior to performing the Services, or develops, creates or acquires during the Term are and shall remain the sole and exclusive proprietary property of Consultant, and the Village shall not acquire any right, claim, title or interest therein. Performance of the Services by the Consultant shall not be deemed to be a prohibition of, or interfere in any manner with Consultant's provision of similar services to third parties, provided that (i) Consultant in so doing does not use or disclose any of the Documents without the Village's prior consent and (ii) such similar services to third parties do not relate to the 460 Crescent Boulevard Financial Analysis.

L. GIS Data. The Village has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

c. Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Glen Ellyn
535 Diane Street
Glen Ellyn, IL 60137
Attention: Village Manager

With a copy to:

Attention: _____

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

Martin Stern
Senior Managing Director
CBRE, Inc.
20 N. Michigan Avenue
Suite 400
Chicago, Illinois 60602

With a copy to:

Jim Carris
Senior Managing Director
CBRE, Inc.
321 N. Clark Street
Chicago, IL 60654

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

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

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover,

each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

T. Jury Waiver. Each party hereto knowingly and voluntarily and for their mutual benefit, waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this 2nd day of February, 2016.

ATTEST:

VILLAGE OF GLEN ELLYN

By: _____
Village Clerk

By: _____
Village Manager

CONSULTANT

By: _____

Its: Senior Managing Director

EXHIBIT A
PROPOSAL



A Proposal to



For Real Estate Services

February 28, 2017

Presented by:
Michael Tobin
Managing Director
+1 312 456 7067
michael.tobin@cbre.com

CBRE

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CBRE © 2017 All Rights Reserved. All information included in this proposal pertaining to CBRE—including but not limited to its operations, employees, technology and clients—are proprietary and confidential, and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.



Why CBRE

CBRE is a full-service commercial real estate firm focused on practical, market-based real estate strategies. U.S. Equities Realty was formed in 1978 with a mission to provide the best possible service to our clients, remembering that client interests always come first. In July, 2014 U.S. Equities and CBRE merged operations. This combination of our companies formed the preeminent commercial real estate firm in the Chicago area, with our central focus on delivering the highest quality service to our valued clients. We believe that we are uniquely qualified to advise the Village on its options, quickly and efficiently implement those decisions, assist the Village in negotiating its desired outcome and help close the transaction.

- **CBRE combines the best of a trusted advisor and world class transaction specialist.** For the past 38 years, U.S. Equities Realty has provided the most sophisticated advisory and transaction services to municipalities and not-for-profit institutions. The merger with CBRE in 2014 created a company that now combines U.S. Equities' local experience on multi-faceted and complex projects, and CBRE's 70,000+ global strength and vast resources.
- **We are a full-service real estate company.** Our experience includes buying, selling, financing, leasing, developing and managing real estate for our clients. We have highly-experienced and well-qualified teams in a full range of practice specialties, including urban and strategic planning, transaction structuring, project financing, public-private partnerships, development management, and facility operations. We have experience in every product line including for sale and rental residential, retail, office, entertainment, public-use and mixed-use projects. Because we have direct market experience ourselves, we can have peer-to-peer discussions with developers, facilitating a dialogue in which we can effectively identify constraints and opportunities early in the process. Our Advisory Services practice draws upon this comprehensive expertise in creating and executing practical, market-based strategies.
- **We focus on implementation and long-term success.** This requires that from the very start of the assignment, analyses, strategies and plans must be market-based, sensitive to municipal and community goals and constraints, realistic, financeable, and have the flexibility to adapt to changing conditions.
- **We have a long-standing commitment as a real estate advisor to municipalities and other government agencies.** We have extensive experience working with not-for-profit and public sector clients and are keenly sensitive to the unique issues facing our diverse clients. We understand, as a professional staff for a Village, that you must balance the needs of an elected council, a strict regulatory environment, business stakeholders, surrounding and community residents and other stakeholders in a very public and transparent process that requires consensus. We take that into account from the start of the assignment and will assist you in gaining consensus and approval for your decisions.
- **We have broad experience in negotiating creative and complex transactions,** including a range of public incentives, ground leases, vertical subdivisions, and other financing and ownership structures designed to best achieve the objectives of our clients and overcome obstacles, while maintaining overall project feasibility.
- **We understand public and community approval processes.** Nearly every one of our assignments has addressed issues of zoning, public approvals, local community processes and engagement with the civic community. We work productively with developers, public officials and community leaders. Our track record and experience enables us to consistently achieve the best results from a potentially complex process.
- **We are independent advisors,** using our real-world experience and analytical skills to accurately assess each aspect of a proposal and create unbiased options backed by actionable information for the Village's consideration.



Select Experience

Our ongoing focus in helping public agencies and institutions develop and implement real estate strategies is one of the cornerstones of the Advisory Services group. A sampling of municipal assignments on which team members in this proposal have been directly involved includes the following:

- City of Chicago – Development consulting and economic development assignments
- City of Chicago – Tax Increment Financing advisory services
- City of Chicago – Development project advisory, including:
 - Block 37 / 108 North State Street
 - Hotel Allegro / Cadillac Palace Theater
 - Reliance Building
 - O’Hare collateral land development
 - Brownfield development
- Chicago Board of Education – Sale of 50 surplus properties to maximize proceeds and community benefit
- City of Evanston – Downtown development advisory for
 - Church Street redevelopment
 - Sherman Plaza
- Village of Arlington Heights – Retail development strategy, proposal review and negotiations
- Village of Glenview – Downtown development strategy and sales of Village property
- Village of Hoffman Estates – Retail development strategy, proposal review and negotiations
- Village of Buffalo Grove – Site development strategy
- City of Berwyn – Site development strategy
- Village of Lake Bluff – Retail development strategy, proposal review and negotiation
- Village of Lake Forest – Residential development strategy, proposal review and negotiation
- Village of Lisle – Downtown development advisory and sale of Village property
- Village of Woodridge – Development advisory
- Village of Winnetka – Development advisory for One Winnetka project.

Select case studies of relevant advisory work with municipalities and institutions are included on the following pages.



Select Experience

BLOCK 37, 108 NORTH STATE STREET

U.S. Equities (now part of CBRE) served as development consultant and chief negotiator to the City of Chicago for 108 North State Street, more commonly referred to as Block 37. 108 North State Street is a 2.8-acre, full-block site in the heart of the central business district that can accommodate as much as 3 million square feet of building area and had been vacant since 1989. In March, 2002, after several failed attempts by the City and a private developer to get development underway, the City reacquired the land and hired us to lead the search for a new developer and concept. We organized the master developer selection process and negotiated the transaction. Throughout the entire process, we applied its extensive experience in bringing private and public sectors together to maximize the development opportunities and urban planning benefits of this project, create consensus, build public support and gain swift approval for implementation of a final plan.



With 108 North State Street being one of the most prominent sites in downtown Chicago, the City's goal was a mixed-use project that would create exciting public spaces, provide links to Chicago's public transportation and underground pedestrian walkway systems, make an architectural statement and contribute to the vibrancy of State Street, a major retail corridor. Our diversified development expertise facilitated the creation of a commercially successful concept that also incorporated graceful solutions to complex easement challenges that existed on the site. Our team demonstrated and convinced the City of Chicago that the project did not require a traditional department store anchor and that the project could be phased vertically. Both ideas resolved serious issues that dragged down previous plans and were critical in creating a financially feasible concept.

In this assignment, we guided the City's Evaluation Committee through the developer selection process, which included evaluation of qualifications, interviewing, ranking and presenting recommendations for selection. As the project progressed, our team helped guide the evolution of the development process including architectural and urban design review, identification of creative financing mechanisms, negotiation of Letters of Intent and the Redevelopment Agreement, and assistance in the public and civic review process. Since success was critical to both the Master Developer and the City, we also served as a resource and "coach" for the development team, playing a critical role in negotiations with CBS for a new broadcast facility and with the CTA for its premium Airport Express service. At long last, ground was broken on the mixed-use retail, office, residential and hotel project on the long-vacant block in late 2005.

At the start of the process, all of the prospective development teams asked for the land to be contributed at no cost and for Tax Increment Financing (TIF) assistance. In the end, the winning developer paid the City \$12.1 million with the potential to increase that amount if additional



Select Experience

residential or hotel units were built. The City did not need to provide TIF assistance to the developer but instead assisted the CTA with the Airport Express project.

The assignment ended in 2005 after the land was sold to the Mills Corporation, the original developer. Unfortunately, the City decided it was not necessary to have an “Owner’s Rep” where we would continue to monitor the project, help the developer solve problems and provide early warning to the City as issues arose. Within a year, Mills disclosed accounting irregularities to the SEC (unrelated to the Block 37 project) which ultimately led to the liquidation of the company. The CBS/Morningstar headquarters building was sold and completed and the remainder of the Block 37 plan and transaction was so strong that it became one of Mills’ few saleable development assets and was sold to Joseph Freed and Associate which, unfortunately, in turn ran into difficult real estate financial markets and lost the property in foreclosure. Throughout the process, the original deal negotiated by our team protected the City which had no further financial obligations and benefited from the project actually getting built after the site remained vacant for 18 years. The property has now been resold to the CIM Group and the original vision of the City is being realized though with the new owner through the construction of a 600+ unit residential tower and the opening of an AMC movie theater and such restaurants as Latinicity.

CITY OF CHICAGO TAX INCREMENT FINANCING (TIF) ADVISOR

U.S. Equities (now part of CBRE) serves as a Tax Increment Financing (TIF) advisor to the City of Chicago for TIF applications and TIF-funded projects throughout the city. Specifically, we evaluate development proposals involving TIF assistance to test the viability of each project and determine an appropriate level of subsidy, if any. The objective in each project is to use limited City resources most effectively while providing assistance for legitimate and verifiable gaps in funding for projects where there is a demonstrable public benefit.



Because our team has experience building and financing its own development projects, professionals on TIF assignments are able to create independent development pro formas to test market assumptions, financing parameters, cost estimates, and return measures to arrive at subsidy conclusions for each project. We can also communicate with private developers from the developer’s perspective, often demonstrating ways in which to enhance projects in ways that ultimately conserve City resources and result in a better end product.

Through ongoing tenure as the City’s TIF consultant, our team has been able to identify multiple-millions of dollars in savings for the City of Chicago while still maintaining the viability of the TIF projects and acceptable profitability to each developer.



Select Experience

CITY OF EVANSTON DOWNTOWN REDEVELOPMENT CHURCH STREET PLAZA

U.S. Equities (now part of CBRE) was engaged by the City of Evanston to help evaluate competitive proposals for the expansion of the city's downtown area and to negotiate on its behalf with the chosen developer.

Evanston was seeking to revitalize the downtown by adding movie theaters, additional retail, a hotel, a parking garage and accommodating several civic uses. We worked with each competing development team to resolve issues, help improve their proposals and minimize their requests for public assistance. The capabilities and resources of each team were investigated and the City Council was provided with the information necessary to make an informed decision. A public presentation and participation process, which built support and consensus in an active and independent-minded community, was also outlined.



Our team worked with the chosen developer to further improve the plan by adding a residential component that will further support the downtown area. A transaction was structured and negotiated that provided a fair return to the developer, greatly increased the price paid for the land and reduced the requests for other subsidies. The developer's initial land offer of \$1.5 million was increased to \$4.5 million and the City received an additional \$1.2 million when the number of residential units was increased. Evanston's contribution is limited to the acquisition of certain land and the construction of the 1200 car municipal garage, all of which is paid for by the real estate, sales, entertainment and hotel occupancy taxes generated by the project itself. In addition, Evanston expects a \$14.0 million surplus from those sources over the next 20 years.

When the market for hotel financing disappeared, we were able to restructure the transaction to protect Evanston's cash flows, while allowing the cinema, retail and residential components to begin construction. When a hotel opportunity appeared, we helped the City move quickly to negotiate and close the transaction for a new Hilton Garden Inn.

Since a successful project is everyone's goal and in everyone's interest, our team continued to assist the developer by helping to expand strategies, solve problems, increase contacts and brainstorm ideas. Equally important is the role that we play in providing Evanston's mayor, independent and diverse City Council, and residents with a forum and source of unbiased information that enables them to voice their ideas and opinions and get their questions answered. It also facilitates a process that leads to a broader sense of confidence that the community, as a whole, is making intelligent choices given the options available to them.

Based on the success of these projects, the City of Evanston engaged us to repeat this process on another downtown city block that contained the Sherman Avenue Garage. The taxes generated by the new retail and residential project paid for the replacement and enlargement of the failing garage.



Select Experience

CITY OF EVANSTON DOWNTOWN REDEVELOPMENT SHERMAN AVENUE PLAZA

In 1999 U.S. Equities (now part of CBRE) represented the City of Evanston in the redevelopment of the Sherman Avenue Garage block. The garage was originally poorly placed and hindered the expansion of a walkable downtown. Over time it had deteriorated, had become too expensive to maintain and was disliked by users.

With the success of Church Street Plaza, the City saw the opportunity to replace the garage and create new residential and retail space that would further enhance the redevelopment of the downtown.



Sherman Avenue Venture, a development team, acquired the property on the block and approached the City with a plan to build housing, develop a Sears department store, a health club and additional retail. We evaluated the plans, suggested improvements, helped the City and the developer acquire the remaining property, negotiated the transaction, helped work out the public financing mechanisms and City assistance for Sears. During the real estate recession in 2000, Sears dropped out and our team helped the developer redo the plan to add space for additional retailers and housing units. We negotiated a swap of land parcels so that the replacement garage could be more properly located on Maple Street, across from the CTA station. Additionally, our team assisted in gaining community consensus and helped the developer work out key project and partnership issues that allowed the project to go forward. Owner representation services were also provided for the City's construction of the new garage.

The project was completed in 2006 and contains 229 luxury apartments, 150,000 square feet of retail and an 1,800 car public garage.



Select Experience

ANN & ROBERT H. LURIE CHILDRENS HOSPITAL OF CHICAGO

Children's Memorial Hospital engaged U.S. Equities (now part of CBRE) in 2004 to be the hospital's real estate advisor for its Facilities Redevelopment Project. Children's Memorial is the premier pediatric hospital in the Chicago region, with roughly 600,000 square feet of in-patient hospital space at its campus in Chicago's Lincoln Park neighborhood. In order to continue its tradition of excellence in providing health care services to children and to enhance its national standing, Children's Memorial embarked on a redevelopment project that resulted in the creation of a new hospital in the Streeterville neighborhood to replace the hospital's current cramped Lincoln Park campus.

Our team lead the effort in identifying various site options, evaluating and performing technical analysis on alternative sites, developing acquisition strategies for the selected site, and assisting Children's in selecting a preferred site for its replacement hospital. We were the overall coordinator for a project consulting team that included architectural, program consulting and public relations expertise. The assignment involved an extensive outreach effort to the hospital's physicians, key administrators and user groups to define locational preferences and site evaluation factors in order to focus the site search process. The new hospital, now known as the Ann & Robert H. Lurie Children's Hospital of Chicago, opened in June, 2012



After leading the effort in identifying and analyzing site options, and selecting a preferred site for the replacement hospital, we moved into the second phase of the effort in soliciting and evaluating proposals for the redevelopment of the hospital's existing Lincoln Park campus. In order to understand the potential for the site's redevelopment, our team began by evaluating the local submarket, community issues, and zoning constraints. Prior to any public solicitation, our team collaborated with a local planning firm to develop multiple massing plans for the site to gauge development capacity and potential land proceeds, through a range of densities and mix of uses. Solicitation of proposals began in a "quiet phase" with direct outreach to highly-qualified development teams to generate interest and solicit early feedback on the types of challenges that would need to be managed.

The formal public solicitation of proposals included wide exposure of the opportunity to an international audience of thousands of developers and investors, as well as continued direct engagement with a shortlist of teams well-suited to the opportunity. As a result of the process, an impressive total of 10 detailed mixed-use proposals from highly-qualified teams of developers, architects, and investors were received, subsequent to which we lead the negotiation with each developer and efforts to improvement each proposal. Throughout the process we maintained a direct and productive engagement with the community, local Alderman, and key City officials.



Select Experience

The process resulted in the selection of McCaffery Interests as the Master Developer for the Children's Memorial site. We negotiated the deal and continues to monitor McCaffery's progress toward zoning, represent the hospital's interests in all aspects of the transaction and help to close the transaction.

Our team further assisted Children's in negotiating aspects of the transaction for the new Lurie Children's hospital site on the Northwestern Hospital complex in Streeterville. To further support the activities at the new hospital, we negotiated the purchase of a 94,500 square foot office building and 99 year ground lease on a nearby property.

Our team developed and executed a strategy to transfer all administrative functions from Lincoln Park to locations close to the new Lurie Children's campus. We were able to find an attractively priced sublease to take over, negotiated the buy out of an existing lease and sold an administrative building in Lincoln Park to DePaul University. Having consolidated three locations into one, in close proximity to the new hospital, Lurie Children's was able to improve the efficiency of its operations and significantly reduce its administrative expenses.

VILLAGE OF GLENVIEW

When the U.S. Naval Air Station in Glenview was decommissioned and redeveloped into a retail/residential/office Town Center, the traditional downtown along Glenview Avenue lost tenants and traffic. The Village of Glenview engaged U.S. Equities (now part of CBRE) to develop strategies to reposition the downtown area. Our team worked to identify the remaining strengths of the downtown and created redevelopment concepts for three sites under municipal control to serve as a catalyst for attracting new investment, people and business. After helping the Village reach consensus on the plan, we helped implement it by marketing the sites to developers and end users and negotiating the transactions on behalf of the Village. A new residential building with ground floor retail that will strengthen the street has just opened. On another nearby site which contained an abandoned supermarket, we sought out new supermarket operators including some seeking to enter the Chicago market and concluded a transaction with Heinen's, a new entry to the market who constructed and opened a new modern facility. We are now working with the Village to sell the former Village Hall site for new development.





Select Experience

VILLAGE OF LAKE BLUFF

The Village of Lake Bluff was approached by Target Corp. and a land developer wanting to build a Target store and ancillary retail space on the site of a former car dealership. Target requested a sales tax rebate to help pay for certain required infrastructure improvements. The request asked for 70% of the taxes generated by Target for 15 years. The Village hired U.S. Equities (now part of CBRE) to evaluate the reasonableness of the request and to negotiate with Target. The task was made more difficult by Target's policy of not releasing detailed project information. However, we used both our development experience and financial acumen to reasonably reconstruct a pro forma and budget for the project and Target's internal investment criteria. We used the analysis to negotiate an agreement where the Village got first proceeds from sales taxes each year and share 50% of taxes above that threshold for a period of 10 years. This resulted in a 44% reduction from the original request and improved the Village's cash flow under all conditions. Target accepted the revision and moved forward with the project.



CITY OF LAKE FOREST

In 2015, CBRE, was engaged to assist the City of Lake Forest in the negotiations with a developer for the purchase of a ten-acre site from the City of Lake Forest for the purpose of developing a new residential community containing 110 apartment units, 42 condominium units, 12 single family homes, along with associated underground parking and exterior landscaped amenity spaces. The proposed project is to be built in phases and requires TIF economic assistance from the City to produce an acceptable investment return for the Developer. CBRE helped negotiate the original business terms between the City and the Developer. Over the course of the year, the developer presented its plans to community groups, City commissions and zoning boards and the City of Lake Forest staff and City Council. As a result of comments made during these presentations, the development plan evolved and changed in ways that increased the project costs, and required larger economic assistance from the City. CBRE was re-engaged by the City of Lake Forest to evaluate the need for additional economic assistance and to assist in the negotiation of appropriate modifications to the redevelopment agreement between the City and the developer.



CBRE devised a plan of staged acquisition of the property from the City, modified the timing of the payment and methods of economic assistance, and evaluated the business plan of the developer, in ways that successfully met the needs of both the City and the developer.

Construction of the project is scheduled to start in spring of 2016.



Select Experience

CITY OF LAKE FOREST

In 2016, CBRE, was engaged to assist the Village of Winnetka in the negotiations with a developer for the redevelopment of a 3-acre site in downtown Winnetka for the purpose of developing a new residential community containing 44 apartment units, 18 condominium units, 6 townhouses, and 30,000 SF of new retail, along with associated underground parking and exterior landscaped amenity spaces. The proposed project was a development of Springbank, and had been languishing with significant public opposition and no Village approval for more than 2 years. CBRE helped the Village negotiate an acceptable revision to height and density of the development and revise the original business terms between the Village and the Developer. Over the course of the year, the developer presented its plans to community groups, Village commissions and the Village of Winnetka staff and Board of Trustees. As a result of the work of CBRE, the development plan evolved and changed in ways that reduced height, which was a key point of opposition, and reduced the requested economic assistance from the Village from more than \$7,000,000 to zero.



Construction of the project is scheduled to start in 2017.



Scope of Services

1. We will meet with the Village to confirm the Village's objectives for our work, open issues related to the project, timing requirements, contact and reporting relationships and confirm a plan of work for the assignment.
2. We will review all relevant documents submitted by the developer and all staff and public comments related to those submissions.
3. We will analyze the developer's proposed project and its financial structure, development pro forma, project budget, and advise the Village as to the reasonableness of the developer's proposal and requested Village obligations. Specifically, we will:
 - a. Evaluate the economic and market viability of the proposed development;
 - b. Evaluate the cost of structured parking and other "public" elements of the project;
 - c. Evaluate the developer's financial request of the Village to assist in building the "public" elements;
 - d. Evaluate the economic and public benefits of the project to the Village;
 - e. Evaluate the developer's request for "right-of-way" owned by the Village, if it should be conveyed and, if so, under what terms; and
 - f. Provide the Village with written memorandum on the evaluations and options as requested by the Village.
4. We will meet with the developer to negotiate project improvements, financial terms, schedule, performance obligations, Village obligations and other aspects of a redevelopment agreement.
5. As requested, we will attend Village meetings and make presentations and will assist the Village with the development agreement for Village Council consideration. We will work with Village legal counsel to assist them in documenting the final approvals, if any.
6. We will perform other real estate advisory work as requested and directed by the Village.



Key Personnel



MARTIN STERN

Senior Managing Director

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F: +1 312 456 0056

martin.stern@cbre.com

CLIENTS

- Actors Theater of Minnesota
- Ann & Robert H. Lurie Children's Hospital of Chicago
- Blackwell Global
- Chicago Athletic Association
- Chicago Board of Education
- Chicago Mercantile Exchange Trust
- City of Chicago, IL
- City of Evanston, IL
- Columbia College Chicago
- Cook County, IL
- Cook County Hospital
- Crate and Barrel
- Episcopal Diocese of Chicago
- Erikson Institute
- FDIC
- Fourth Presbyterian Church
- Independent Mechanical Industries
- LaSalle Bank
- Latin School of Chicago
- Moody Bible Institute
- North Branch Works
- Polk Brothers Foundation
- Prescient
- Publicis Groupe S.A.
- Roycemore School
- Sinai Health System
- Spertus Institute for Jewish Learning and Leadership
- University of Chicago
- University of Illinois at Chicago
- Village of Arlington Heights, IL
- Village of Glenview, IL
- Village of Hoffman Estates, IL
- Village of Lake Bluff, IL
- Village of Lincolnshire, IL
- Village of Lisle, IL
- Village of Woodridge, IL
- Waubesa Community College
- YMCA of the USA

PROFESSIONAL EXPERIENCE

Martin Stern leads the Real Estate Advisory Services Group of CBRE Chicago, joining the firm after the 2014 acquisition of U.S. Equities Realty. He is involved in key development and transaction assignments. The group assists municipalities, institutions, nonprofits and corporations, developers and owners, creating viable real estate strategies and following through on their implementation. Martin uses his background in corporate real estate, development, negotiations and finance to analyze situations from multiple perspectives and structure transactions achieving the goals of all parties. His clients include the City of Chicago, the Village of Glenview, Chicago Mercantile Exchange Trust, Publicis Groupe S.A., Crate and Barrel, Columbia College Chicago, the YMCA of the USA, the Chicago Board of Education, Ann & Robert H. Lurie Children's Hospital of Chicago (formerly Children's Memorial Hospital), Sinai Health System and various family and trust investors.

Prior to joining U.S. Equities in 1988, Martin was a Development Officer for Rubloff, Inc. and Vice President of Finance and Special Projects at Tishman Realty Corp., serving as the principal development officer and regional financial officer for the firm's Chicago and Los Angeles branches. Among his developments were office buildings in West Los Angeles, suburban San Francisco and the Westin River North (formerly Hotel Nikko Chicago).

Martin began his business career in 1969 with Amoco Corporation, where he held a series of finance and real estate positions. As head of finance and administrative functions for Amoco Realty Co., he developed, analyzed, financed and monitored all capital investment proposals. By the early 1980s, Martin was responsible for determining Amoco's short and long-term corporate space needs, as well as for major lease negotiations.

Long active in community affairs, Martin helped to establish Amoco Neighborhood Development Corp., and conceived and implemented, in partnership with RESCORP, the Northpoint neighborhood revitalization in Chicago's Rogers Park community, a public/private partnership receiving the 1988 Urban Land Institute's Award for Excellence for Rehabilitation.

Martin has been honored by the Chicago Urban League with its "Beautiful People" award, by the Urban Land Institute, with its Award for Excellence and by the Chicago chapter of Lambda Alpha, with its Lifetime Achievement Award for Community Service. In 2011, Martin was named to the Midwest Commercial Real Estate Hall of Fame by Midwest Real Estate News.

PROFESSIONAL ACCREDITATIONS

- Chicago Loop Alliance (formerly the Greater State Street Council) – Chairman of the Board
- Chicago Neighborhood Development Awards – Co-Chairman, 1996 and 1997
- Chicago Urban League Development Corporation, Board of Directors – Past Chairman



Key Personnel

- Cornell Real Estate Council – Member
- Cornell Program in Real Estate – Advisory Board
- Lambda Alpha International – Member
- Metropolitan Planning Council – Governor, Member, Regional Planning and Investment Committee Member
- Near South Planning Board – Past Chairman, (1999 – 2002) – Chairman Emeritus
- Urban Land Institute International, Program Committee – Member; Urban Development/Mixed-Use Council – Past Chairman
- Urban Land Institute Chicago, Program Committee – Member

EDUCATION

- University of Chicago, Masters of Business Administration in Finance
- Cornell University, Bachelors of Science in Industrial Engineering and Operations Research



Key Personnel



ANDREW NORMAN

Senior Director

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F: +1 312 456 0056

Andrew.Norman@cbre.com

CLIENTS

- Amtrak
- Ann & Robert H. Lurie Children's Hospital of Chicago
- Brown Shoe Company
- City of Chicago
- Compuware Corporation
- Crate & Barrel
- Moody Bible Institute
- North Branch Works
- North Central College
- Sinai Health System
- Skillman Foundation
- Sue Gin Estate
- University of Chicago
- Village of Arlington Heights, IL
- Village of Glenview, IL
- Village of Hoffman Estates, IL
- Village of Lake Bluff, IL
- Village of Lisle, IL
- Village of Woodridge, IL
- Waubesa Community College

PROFESSIONAL EXPERIENCE

Andrew Norman brings over 25 years of professional real estate experience to his role as a Senior Director at CBRE. Andy has served a variety of corporate, non-profit, and public-sector clients in strategic land use planning, transaction structuring, development advisory, and governmental negotiations. His diverse experience has included advising Sinai Health System in the redevelopment of Sinai's hospital campus on the west side of Chicago, selling the former Children's Memorial Hospital campus in Lincoln Park, creating a downtown development strategy and selling key properties for the Village of Glenview, and coordinating the ten-year master land use plan for North Central College in Naperville.

Andy came to CBRE through the acquisition of U.S. Equities Realty in 2014. He joined U.S. Equities in 2000 as Senior Development Manager for a new world headquarters in downtown Detroit for Compuware Corporation. The 1.1 million square foot, 15-story facility, including a 3,000-car parking garage, was completed in the summer of 2003. Andy has also advised Crate & Barrel on headquarters expansion strategies, the University of Chicago on development strategies for 53rd Street in Hyde Park, Amtrak on long range facility planning and surplus property disposition, Moody Bible Institute on strategic campus planning issues, and Waubesa Community College in Aurora on new campus development and surplus property disposition.

Because of his previous work experience and education, Andy brings a particular expertise to municipal development advisory, disposition, zoning, and public incentives issues. He has assisted the City of Chicago on a range of real estate issues, including negotiations on the provision of Tax Increment Financing (TIF) for private redevelopment projects, land use and economic development policy, and the sale of key City-owned properties. Andy has helped a number of other municipalities with real estate strategies and brokerage services, including Hoffman Estates, Arlington Heights, Lake Bluff, Lisle and Woodridge.

Prior to joining U.S. Equities, Andy was with the City of Chicago, Department of Planning and Development for more than 10 years. He started as a City Planner and quickly rose to become a Deputy Commissioner where he was responsible for a variety of economic development initiatives. During his two years in charge of economic development for the City, Andy managed projects that resulted in the creation and retention of more than 3,000 jobs and nearly \$500 million in private investments for Chicago.

PROFESSIONAL AFFILIATIONS

Illinois Licensed Real Estate Broker
American Institute of Certified Planners
Urban Land Institute

EDUCATION

University of Illinois – Urbana, Illinois, Bachelor in Arts –Economics
University of Illinois – Chicago, Illinois, Masters in Urban Planning & Policy



Key Personnel



**MICHAEL TOBIN, AIA,
LEED GREEN ASSOCIATE**

Managing Director

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F: +1 312-456-0056

Michael.Tobin@cbre.com

Clients

- 205 North Michigan Avenue
- 618 South Main
- Ann Arbor, Michigan
- Centene Plaza
- Clayton, Missouri
- Central Station
- Chicago, Illinois
- Chicago Architectural Foundation
- Chicago French Market
- Chicago Mercantile Exchange Center
- Conrad Hilton – 101 E. Erie, Chicago
- Deerfield Village Center
- Deerfield, Illinois
- Hampton Inn Majestic Chicago Theatre District Hotel
- Los Angeles Intercontinental Hotel
- MetraMarket
- Presidential Towers
- The Fairmont Hotel
- University of Chicago Medicine Parking Deck and Office Building
- University of Chicago Medicine West Campus Garage

PROFESSIONAL EXPERIENCE

Michael Tobin is a Managing Director in the CBRE Development Management Services Group.

A 38-year veteran of Chicago's real estate industry, Tobin joined U.S. Equities in 2008 as a key member of the Development Group. Charged with creating new development opportunities and directing current U.S. Equities projects, Tobin directed MetraMarket, a 200,000 square foot retail and restaurant development in Chicago's West Loop. Additionally, Tobin managed the 150,000 SF redevelopment of the retail pavilion at Presidential Towers, a two-block 2,400 unit apartment and retail property constructed in the mid-1980's. His current work includes the development of a 285 room, five-star luxury hotel, the redevelopment of the lower levels of a landmark building into a new retail center, and a 165-unit apartment community.

Tobin's work as the development manager for Centene Plaza in Clayton, Missouri was pivotal; Tobin assisted in the commissioning of many famous artists, including Ned Khan who created the Wind Veil; Liam Gillick who designed the architectural glass canopy.

Before joining U.S. Equities, Tobin was partner in charge of all acquisition and development for Northern Realty Group, Ltd. In his eleven-year tenure, Tobin generated more than \$325 million in development projects including State Place in Chicago's South Loop, the conversion of the Chicago's historic Shubert Theatre Building into the Bank of America Theatre and the Hampton Majestic Theatre District Hotel, and the Deerfield Village Center in Deerfield, Illinois.

Tobin previously served for six years as President and Chief Operating Officer of Central Station Development Corporation, responsible for directing the development of a 100-acre residential and commercial mixed-use community on Chicago's lakefront. During his tenure, more than \$100 million worth of residential projects were completed.

Earlier, Tobin enjoyed eight years as Vice President of Development for Metropolitan Structures, Inc., responsible for directing over \$650 million in development, including the Chicago Mercantile Exchange Center, 205 North Michigan Avenue and The Fairmont Hotel, as well as the Los Angeles Intercontinental Hotel.

His experience includes Director of Property Services for Harris Bank, overseeing two million square feet of bank-owned and leased space throughout the United States. In 1975, his career began as Senior Architect in the Chicago office of Skidmore, Owings and Merrill.



Key Personnel

PROFESSIONAL AFFILIATIONS / RECOGNITION/ ACCREDITATIONS

- Registered Architect: State of Illinois #001.009025
- Licensed Real Estate Broker: State of Illinois #475.107188
- LEED Green Associate
- American Institute of Architects
- Alfred Taubman College of Architecture and Urban Planning Real Estate Advisory Board-University of Michigan
- Chicago Development Council – Past Board Director
- Chicago Alliance (formerly Greater State Street Council) – Past Vice President
- Lambda Alpha International
- Near South Planning Board –Chairman and current Board Director
- University of Michigan Alumni Association - Alumni Leadership Committee
- Wacker Drive Streetscape Association –Founding Board Member and Vice President
- Michigan Avenue Streetscape Association – Founding Board Member and Treasurer
- Recipient of Crain’s “40 under 40” award

EDUCATION

- University of Michigan, Masters of Architecture, summa cum laude
- University of Michigan, Bachelors of Science in Architectural Studies



Compensation

PROPOSED COMPENSATION

Total cost is not only a question of rate but of the experience of the staff that allows it efficiently to produce outstanding results in the least amount of time without time consuming corrections. We work very quickly and efficiently allowing our final billings to often be lower than other firms charging lower rates. Our range of experience allows us to select the right team member for any task based on the level of experience and judgment needed. The size of the staff and the wide variety of financial analysis we do assures that such a person will be available. Our access to current market data also reduces the time involved to complete studies, resulting in cost savings for our clients.

Because the number of issues and the extent of required negotiations cannot be determined at this time we cannot estimate a total budget. However, work will be done only at the direction of the Village and the Village will be able to monitor and control costs. In addition, every assignment will be staffed and supervised at the most appropriate levels to obtain the correct result as quickly and as cost-effectively as possible.

We propose to be compensated on an hourly basis at our Standard 2017 Hourly Rates, as set forth below, for time spent in providing advisory services related to scope described in this proposal. The table below itemizes individual hourly rates for the professionals proposed for the assignment. The Village will pay only for actual hours expended and keep all savings generated by the assistance of Village staff. We work efficiently and smart, always conscious of keeping costs under control.

Team Members	Hourly Rates
Martin Stern – Project Executive	\$500.00
Andy Norman	\$350.00
Michael Tobin	\$350.00
Senior Financial Analyst	\$200.00
Jim Hurst – Project Support	\$95.00

Out-of-pocket expenses related to the assignment be billed to the Village at our cost. CBRE will invoice its hourly fees on a monthly basis, including an itemized listing of all services and reimbursable expenses. Payment will be due within twenty-five (25) days of receipt of the invoice.

REIMBURSEMENT OF FEES AGREEMENT

Village of Glen Ellyn Acct: # _____

Initial Deposit Amount: _____

I. DESCRIPTION OF PROJECT: _____

II. OWNER:

A. Owner of Property: _____

B. Owner's Address: _____

C. Owner's Home Phone Number: _____ Fax: _____

D. Owner's Work Phone Number: _____

E. Owner's E-mail: _____

F. If Owner is a Land Trust or Corporation, the attached disclosures of interest should be filled out.

III. PERSON MAKING REQUEST (Petitioner):

A. Name of Petitioner: _____

B. Petitioner's Address: _____

C. Petitioner's Home Phone Number: _____

D. Petitioner's Work Number: _____

E. Petitioner's E-mail: _____

IV. LOCATION OF PROPERTY:

A. General Location of Property: _____

B. Acreage of Parcel: _____

C. Permanent Index Number(s): _____

D. Legal Description (Please attach) _____

V. REIMBURSEMENT OF FEES:

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

pocket expenses and to require the creation of an escrow fund to guarantee that the petition or application will not result in the citizens of the Village being required to pay for costs incurred at the request of the owner or applicant.

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

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

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

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

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

Upon the failure of the petitioner or owner to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on the application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, reviews of any plans or applications, the granting of any relief or approvals, issuance of any permits or occupancies, performance of inspections and the execution or recording of any documents, until all such outstanding fees are paid in full and/or the initial deposit is restored to its full amount. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, apply any or all of the initial deposit to the outstanding balance due.

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

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

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

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

Petitioner

Village of Glen Ellyn

Owner

By: _____
Planning and Development Director

Date: _____

Date: _____



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

Meeting: 05/01/17 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Agreement
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 2696)

DOC ID: 2696

Authorize the Village Manager to execute a License Agreement with the Glen Ellyn Chamber of Commerce. (Village Manager Franz)

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 met and future opportunities for this property are evaluated.

Action Requested

Authorize the Village Manager to execute a License Agreement with the Glen Ellyn Chamber of Commerce.

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 LICENSE GRANTED

- 1.01 Purpose: LICENSEE is exclusively authorized to operate and manage the LICENSED PREMISES, as their official office and information center.
- 1.02 Licensed Premises: 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 Use of Parking Areas and Driveways: 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 Condition of Licensed Premises: 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 License Fee: The LICENSEE shall pay an annual license Fee of \$3,125.00 to the VILLAGE for use of the LICENSED PREMISES.
- 1.06 Term: 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 LICENSEE RIGHTS

- 2.01 Coordination and Scheduling: 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 LICENSEE, 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
VILLAGE PRESIDENT
VILLAGE OF GLEN ELLYN



PAUL SIVAK
CHAMBER PRESIDENT
GLEN ELLYN CHAMBER OF COMMERCE

Exhibit
A

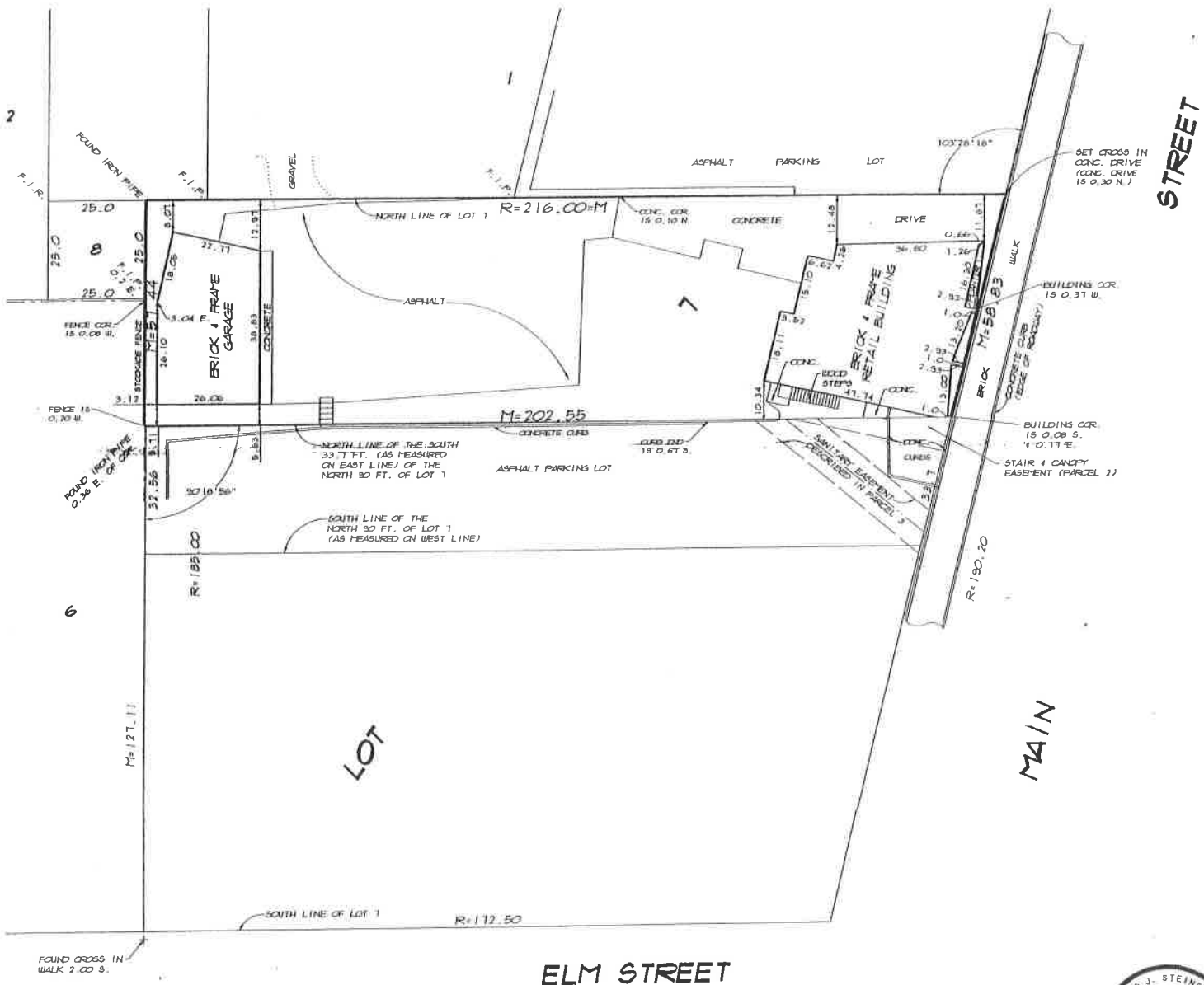
PARCEL 1: THE NORTH 90 FEET (AS MEASURED ON THE WEST LINE) EXCEPT THE SOUTH 33.7 FEET THEREOF (AS MEASURED ON THE EAST LINE) OF LOT 7 IN COUNTY CLERK'S ASSESSMENT DIVISION OF BLOCK 1 OF P.W. STACY'S ADDITION TO GLEN ELLYN, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 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



LEGEND

- P. = FOUND IRON PIPE
- R. = FOUND IRON ROD
- + RECORDED DISTANCE
- * MEASURED DISTANCE
- DEED
- V. = RIGHT OF WAY
- 2. = RADII
- VC. = CONCRETE
- = MANHOLE
- V. = WATER VALVE VAULT
- = INVERT
- = POLYVINYL CHLORIDE PIPE
- = REINFORCED CONCRETE PIPE
- = 10" OF CURB
- = EDGE OF PAVEMENT

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

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.



Steinbrecher Land Surveyors, Inc.

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

West Chicago, Illinois, May 4, 2012

Richard J. Steinbrecher
Professional
Licent

Exhibit B – Initial Property ImprovementsVillage ResponsibilitiesExterior 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 ResponsibilitiesExterior 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: 05/01/17 07:00 PM
Department: Planning & Development
Department Head: Staci Hulseberg
Category: Ordinance
Prepared By: Kelly Purvis

SCHEDULED

ORDINANCE 6499

DOC ID: 2686

Ordinance No. 6499, An Ordinance Approving Variations from the Ridge and Eave Height Limitations and Denying a Variation from the Lot Coverage Ratio Requirements of the Zoning Code to Allow the New Construction of a Two-Story Residence on the Property Located at 761 N. Park Boulevard.

Background.

Ray Whalen, owner of the property at 761 N. Park Boulevard is requesting approval of zoning variations from the Glen Ellyn Zoning Code to allow the construction of a new single family home on a vacant lot. He is requesting a lot coverage ratio of 24.5% in lieu of the maximum permitted lot coverage ratio of 20% for structures more than one-story in height, in the R2 Zoning District. Additionally, he is requesting relief from the height restrictions of the zoning code to construct the new single family home at a ridge height of 38 feet and an eave height of 26 feet in lieu of the maximum allowable heights of 35 feet and 25 feet respectively.

The property is an interior lot located in the R2 Residential Zoning District on the east side of North Park Boulevard between Muirwood Drive and Oak Street. The zoning and land use immediately surrounding the subject property is R2 single family residential. Notice of the public hearing was published in the March 9, 2017 edition of the Daily Herald. The Zoning Board of Appeals conducted a public hearing on the requested variations on Tuesday March 28, 2017.

Mr. Whalen purchased 757 N. Park Boulevard in 2003. In 2012, he demolished the home on the property and subdivided the lot. He constructed a single family residence on the south lot at 757 N. Park Boulevard, but 761 N. Park Boulevard has remained vacant. At the ZBA public hearing on March 28, 2017 photos of the lot were presented which showed the unique slope of the lot that dips approximately 20 feet from the front of the lot to the rear. Mr. Whalen presented that it would be impractical and possibly impactful to the surrounding properties to build a garage at the bottom of the slope in the rear yard. A detached garage would be closer to the property on the north; it would require several trees to be removed from the lot, changing the character of this wooded area, and could potentially affect the grading and water flow on the property. He indicated that it would be difficult to enter and exit a garage at this slope, especially in inclement weather. With the existing character of the neighborhood in mind, Mr. Whalen stated that he does not want to construct a detached garage on this lot. He would therefore not be eligible for the 500 square foot bonus that would be subtracted from the lot coverage ratio, were he able to construct a detached garage. His request is to increase the buildable first floor footprint by 500 square feet, resulting in a lot coverage ratio of 24.5%.

During the public hearing, Mr. Whalen also showed an illustration of two homes at the exact same height on a sloped street. The illustration was used to show the Zoning Board that due to the way that the Village calculates height (from the average existing grade) one house could be constructed several feet higher than the other. On this particular lot the ridge height of the proposed residence would be approximately 32 feet and the eave at 20 feet if measured from the top of foundation, but due to the average existing grade being about 6.5 feet below the top of foundation (due to the extreme slope of the lot) the ridge is calculated at 38 feet and the eave at 26 feet.

Both his architect and engineer were present to support Mr. Whalen's statements.

Issues.

Staff received several petitions both in favor and against the requested variations (see attached map - Exhibit F). Several of the Zoning Board members felt that a hardship was created due to the slope of the lot and the way in which height of a structure is calculated from the average existing grade. However all of the Zoning Board members felt that there was no hardship for the lot coverage ratio variation. Due to the slope of the lot, a detached garage may not be possible, but a smaller home could be built to comply with the code. Additionally, due to the uniqueness of the lot, a walkout basement could be constructed providing more functionality from the basement level of this home, which other homes may not have the benefit of. One member stated that there is no entitlement to the detached garage bonus and that the buildable area does not have to be maximized. They felt that the hardship had been created by the Petitioner since he subdivided the lot previously. Several of the Zoning Board members stated that they do not see a hardship for lot coverage on a vacant parcel and that the ZBA does not typically recommend variations for lot coverage on new construction since the developer has a blank slate and should be able to meet Village requirements.

Staff research into Village records dating back to 2010 shows that a total of 7 variations have been granted for new construction. Only one of those cases was granted a variation for lot coverage: in 2015, the property owners of 790 Riford Rd. requested a lot coverage ratio of 22.46% to construct a new single family residence on their lot. It was discovered that DuPage County incorrectly recorded an alley vacation, making their lot smaller than they had been made aware of when they purchased the lot. The ZBA recommended approval of this variation since the owners were not responsible for the error in the recording of this very unusual situation. That is the only lot coverage ratio that the ZBA recommended approval of for a vacant lot since 2010.

Recommendation.

At the public hearing on March 28, 2017, the Zoning Board of Appeals voted on a motion to recommend approval of the requested variation to allow the construction of a new residence with a ridge height of 38 feet and an eave height of 26 feet, which carried with four (4) yes and (1) no votes. The Zoning Board of Appeals voted on a motion to recommend denial of the requested variation to construct a new residence with a lot coverage ratio of 24.5%, which carried unanimously with five (5) yes and zero (0) no votes. Staff has prepared an ordinance in accordance with this recommendation to **approve** the ridge and eave height variation and to **deny** the lot coverage ratio variation.

Update.

Since the Zoning Board of Appeals meeting, the Petitioner has decided to decrease the amount of lot coverage requested. He is asking for a lot coverage ratio of 22% in lieu of the maximum permitted lot coverage ratio of 20%.

Action Requested.

It is requested that the Village Board consider the Petitioner's requests, the recommendation offered by the Zoning Board of Appeals and any further evidence or testimony presented at the Village Board Meeting and grant, deny or amend the requested variations.

Attachments

- Ordinance
- Exhibit A - Draft Minutes from the March 28, 2017 ZBA Meeting
- Exhibit B - Aerial View
- Exhibit C - Plat of Survey - Site Plan
- Exhibit D - Streetscape, Height and Grade Comparison
- Exhibit E - Existing Conditions, Photos
- Exhibit F - Map of petitions, for and against

CC: Staci Hulseberg, Director of Planning & Development
Steve Witt, Building & Zoning Official
Paula Moritz, Plan Reviewer

Ordinance No. _____

**An Ordinance Approving Variations from the
Ridge and Eave Height Limitations and
Denying a Variation from the Lot Coverage Ratio Requirements
of the Zoning Code to Allow the
New Construction of a Two-Story Residence
on the Property Located at
761 N. Park Boulevard,
Glen Ellyn, IL 60137**

Whereas, Ray Whalen, owner of the property at 761 N. Park Boulevard, Glen Ellyn, Illinois, which is legally described as follows:

LOT 1 IN WHALEN'S PARK BOULEVARD RESUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2013 AS DOCUMENT R2013-134815, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-201-043-0000

has petitioned the President and Board of Trustees of the Village of Glen Ellyn for variations from Section 10-4-8(E)1 to allow the construction of a new two-story single family residence with an attached garage, resulting in a lot coverage ratio of 22% in lieu of the maximum allowable lot coverage ratio of 20% for single family dwellings more than one-story in height, and Section 10-4-8(F)1 to allow the new construction of a two-story single family residence resulting in a ridge height of 38 feet in lieu of the maximum allowable ridge height of 35 feet and an eave height of 26 feet in lieu of the maximum eave height of 25 feet; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the

placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a public hearing on March 28, 2017, at which the petitioner presented evidence, testimony, and exhibits in support of the variations requested and three (3) persons appeared in favor of the requested variations and zero (0) persons appeared in opposition thereto; and

Whereas, Village staff received and presented to the Zoning Board of Appeals, fifteen (15) documents in support of the requested variations and eight (8) documents in opposition thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the public hearing on March 28, 2017, the Zoning Board of Appeals adopted findings of fact and voted on two separate motions to approve or deny the requested variations as follows:

- A. The first motion, to allow the construction of a two-story single family residence with an attached garage resulting in a lot coverage ratio of 24.5%, did not carry with zero (0) “yes” votes and five (5) “no” votes resulting in a recommendation of this motion for denial as set forth in the draft Minutes dated March 28, 2017 appended hereto as Exhibit “A”; and
- B. The second motion, to allow the construction of a new single family residence with a ridge height of 38 feet and an eave height of 26 feet, carried by a vote of four (4) “yes” and one (1) “no”, resulting in a recommendation for approval as set forth in the Draft Minutes dated March 28, 2017, appended hereto as Exhibit "A"; and

Whereas, following the public hearing on March 28, 2017 the Petitioner decided to

reduce his request for a lot coverage ratio from 24.5% to 22%; and

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

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

- A. That the plight of the owner is due to the slope of the lot which dips approximately 20 feet from the front of the lot to the rear of the lot; and
- B. That the way that height is calculated, using the average existing grade, creates a disadvantage for owners of lots with an extreme slope; and
- C. That the Village does not provide relief for an extreme slope in grade as it relates to the height limitations of the Zoning Code; and
- D. That the height variation, if granted, will not alter the essential character of the locality, but will allow the construction of a structure that will fit within the current streetscape of the locality; and
- E. That the conditions upon which the height variation is based would not be applicable generally to other property within the same zoning district, but that allowing an increase in the lot coverage ratio for the construction of a new home on a vacant lot would be applicable generally to other property within the same zoning district; and
- F. That the purpose of the height variation is not based exclusively upon a desire to make more money out of the property; and
- G. That the practical difficulty or particular hardship related to the height variation

has not been created by any person presently having an interest in the property as the slope of the lot has existed this way prior to the petitioner's ownership of the property, however, that the Petitioner subdivided the property into two lots, creating the buildable area on each lot and therefore no hardship exists for the lot coverage ratio variation; and

- H. That the height variation will not be detrimental to the public comfort, morals, and welfare or injurious to other property or improvements in the neighborhood in which the property is located; since the use is permitted in the zoning district and the residence will be constructed in accordance with all applicable zoning code regulations other than the variations granted; and
- I. That the height variation will not substantially increase the hazard from fire or other dangers to said property and not otherwise impair the public health, safety, or general welfare of the inhabitants of the Village since the residence will be constructed in accordance with all applicable building code regulations; and
- J. That the height variation will not diminish or impair property values within the neighborhood since the variations allow property improvements that will increase property values; and
- K. That the height variation will not unduly increase traffic congestion in the public streets and highways, as only a single family residence is being proposed; and
- L. That the height variation will not result in an increase in public expenditures or create a nuisance since the proposed construction is a single family residential use in a residential zoning district where there was once a single family residence; and

M. That the height variation is the minimum variation that will make possible the reasonable use of the land, building or structure, but that a lot coverage ratio variation would not be; and

Whereas, the President and Board of Trustees, based on the aforementioned findings of fact, find it appropriate to uphold the recommendations of the Zoning Board of Appeals and to grant a height variation and deny the lot coverage ratio variation presented to the Zoning Board of Appeals.

Now, Therefore, Be It Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in exercise of its home rule powers, as follows:

Section One: The Draft Minutes of the March 28, 2017 Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preamble above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby deny the variation from Section 10-4-8(E)1 to allow the construction of a new single family residence with an attached garage resulting in a lot coverage ratio of 22%; and approve variations from Section 10-4-8(F)1 to allow the construction of a new two-story single family residence on a lot resulting in a ridge height of 38 feet and an eave height of 26 feet for the property located at 761 N. Park Boulevard, Glen Ellyn, Illinois, which is legally described as follows:

LOT 1 IN WHALEN'S PARK BOULEVARD RESUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2013 AS DOCUMENT R2013-134815, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-201-043-0000;

Section Three: This granting of the height variation is conditioned upon the residence being constructed in substantial compliance with the plans and the application for variation dated March 2, 2017, and the testimony and exhibits provided at the March 28, 2017 Zoning Board of Appeals public hearing.

Section Four: The Building and Zoning Official is hereby authorized and directed to issue building permits for the subject property, consistent with the height variation granted herein, provided that all conditions set forth hereinabove have been met and that the proposed construction is in compliance with all other applicable laws and ordinances. This granting of a variation shall expire and become null and void twenty-four (24) months from the date of passage of this Ordinance unless a building permit to begin construction in reliance on this variation is applied for within said twenty-four (24) month time period and construction is continuously and vigorously pursued provided, however, the Village Board, by motion, may extend the period during which permit application, construction, and completion shall take place.

Section Five: The Village Clerk is hereby authorized and directed to cause a copy of this Ordinance approving a height variation and denying a lot coverage ratio variation to be recorded with the DuPage County Recorder of Deeds.

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

Section Seven: Failure of the owner or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 10-10-

Ordinance 6499

Meeting of May 1, 2017

18 "A" and "B" of the Village of Glen Ellyn Zoning Code.

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

ATTACHMENTS:

- Exhibit A - Draft Minutes from 3-28-17 ZBA Meeting (PDF)
- Exhibit B - Aerial View (PDF)
- Exhibit C - Plat of Survey - Site Plan (PDF)
- Exhibit D - Streetscape, Height & Grade Comparison (PDF)
- Exhibit E - Existing Conditions, Photos (PDF)
- Exhibit F - Map of petitions, for and against (PDF)

DRAFT
ZONING BOARD OF APPEALS
MINUTES
MARCH 28, 2017

The meeting was called to order by Chairperson Rick Garrity at 7:00 p.m. ZBA Members Gregory Constantino, Matthew Jones, Chip Miller and Reed Panther were present. ZBA Members John Micheli, Adam Miller and Thomas Whalls were excused. Also present were Building and Zoning Official Steve Witt, Planning Associate Kelly Purvis and Recording Secretary Barbara Utterback.

Chairperson Garrity explained the procedures of the Zoning Board of Appeals.

On the agenda was a public hearing regarding the property at 761 N. Park Boulevard.

PUBLIC HEARING – 761 N. PARK BOULEVARD

A REQUEST FOR APPROVAL OF VARIATIONS FROM THE GLEN ELLYN ZONING CODE AS FOLLOWS: 1. SECTION 10-4-8(E)1 TO ALLOW THE CONSTRUCTION OF A NEW TWO-STORY SINGLE-FAMILY RESIDENCE WITH AN ATTACHED GARAGE RESULTING IN A LOT COVERAGE RATIO OF 24.5% IN LIEU OF THE MAXIMUM ALLOWABLE LOT COVERAGE RATIO OF 20% FOR SINGLE-FAMILY DWELLINGS MORE THAN ONE STORY AND ACCESSORY STRUCTURES. 2. SECTION 10-4-8(F)1 TO ALLOW THE CONSTRUCTION OF A NEW TWO-STORY SINGLE-FAMILY RESIDENCE RESULTING IN A MAXIMUM RIDGE HEIGHT OF 38' IN LIEU OF THE MAXIMUM ALLOWABLE RIDGE HEIGHT OF 35' AND AN EAVE HEIGHT OF 26' IN LIEU OF THE MAXIMUM EAVE HEIGHT OF 25'. 3. ANY OTHER ZONING RELIEF NECESSARY TO CONSTRUCT THE PROJECT AS DEPICTED ON THE PLANS PRESENTED OR REVISED AT THE PUBLIC HEARING OR AT A PUBLIC MEETING OF THE VILLAGE BOARD.

(Ray Whalen, owner)

Staff Presentation

Building and Zoning Official Steve Witt and Associate Planner Kelly Purvis were present to speak regarding the proposed variation requests. Ms. Purvis stated that Ray Whalen, owner of the subject property at 761 N. Park Boulevard, is requesting approval of the following variations from the Glen Ellyn Zoning Code: 1. Section 10-4-8(E)1 to allow the construction of a new two-story single-family residence with an attached garage resulting in a lot coverage ratio of 24.5% in lieu of the maximum allowable lot coverage ratio of 20%. 2. Section 10-4-8(F)1 to allow the construction of a new two-story single-family residence resulting in a maximum ridge height of 38 feet in lieu of the maximum allowable ridge height of 35 feet and an eave height of 26 feet in lieu of the maximum eave height of 25 feet. 3. Any other zoning relief necessary to construct the project as depicted on the plans presented.

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Ms. Purvis stated that the subject property is an interior lot located in the R2 zoning district on the east side of North Park Boulevard between Muirwood Drive and Oak Street. She stated that the zoning and land use immediately surrounding the subject property is R2 Single Family Residential. She added that the Notice of Public Hearing was published in the March 9, 2017 edition of the Daily Herald and mailed to property owners within 250 feet of the subject property and a placard was placed on the property. Ms. Purvis stated that there are no records of zoning variations being granted for this property. She also stated that before this property was subdivided in 2015, it was actually part of the property directly to the south (formerly 757 N. Park Boulevard). She stated that prior to the division of the two lots, permits were issued for a water softener, a room addition, electrical work, a house demolition and a new residence which was constructed on the southern lot at 757 N. Park Boulevard.

Ms. Purvis stated that Ray Whalen has owned the property since 2003 and it has been vacant since it was subdivided in 2015. She showed the ZBA photos of what the property looks at this time. She stated that the topography is unique as it slopes approximately 20 feet from the front of the lot to the back of the lot and due to this unique topography, Mr. Whalen is requesting two variations from the Zoning Code. She added that Mr. Whalen has suggested that constructing a detached garage on the property would be impractical and may negatively impact the surrounding properties. He also stated that a garage at the bottom of the slope of this lot would be difficult to enter and exit and may interfere with the grading and stormwater flow on the property. Ms. Purvis added that the driveway would be very close to the north property line of the property just to the north of the subject lot in order to meet the setback and impervious surface setback requirements. She added that many trees would also be required to be cut down if a garage were proposed in the rear yard, which would change the character of this wooded neighborhood. Ms. Purvis stated that based on the above, Mr. Whalen does not want to construct a detached garage on this property and would, therefore, not be eligible for the 500-square foot bonus that would be subtracted from the lot coverage, were he able to construct a detached garage. Ms. Purvis stated that Mr. Whalen is requesting a lot coverage ratio of 24.5 percent which is equivalent to the allowable lot coverage which would be 20 percent if there was the 500 square foot bonus for the detached garage. Ms. Purvis added that the slope of the property also affects the calculation of the average grade by which the maximum height of the proposed house is measured. She stated that due to the topography of the subject lot, the average grade is approximately 6 feet 8 ½ inches below the top of the foundation. She added that if the grade were level at the top of foundation, Mr. Whalen would be able to build a structure approximately 3-1/2 feet higher without requesting a variation. Ms. Purvis stated that Mr. Whalen has provided some additional materials which illustrate how changes in the grade can affect the allowable height of a structure per Village code.

Ms. Purvis stated that Mr. Whalen is requesting variations to construct a two-story home which exceeds the allowable ridge height by approximately 3 feet and the maximum eave height by 1 foot. She added that since this project exceeds the threshold of 300 square feet of disturbed

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ground, the Village will require a grading plan and stormwater review. She also stated that a preliminary review of the drainage plan has been submitted to the Village, and Stormwater Engineer Ray Ulreich has indicated that adequate drainage for the project can be provided.

Ms. Purvis stated that staff has received several signed petitions both in favor of and against the requested variations.

Questions from the Zoning Board of Appeals

Ms. Purvis responded to ZBA Member Panther that no variances were granted per Village records for the home to the south at 757 N. Park Boulevard. ZBA Member Constantino stated that he requested records from the Planning and Development Department regarding the amount of lot coverage ratio for the two properties adjoining the subject property. He stated that the property at 765 N. Park Boulevard has a lot coverage ratio of 15.5 percent and the property at 757 N. Park Boulevard has a lot coverage ratio of 19.9 percent.

Petitioners' Presentation

Ray Whalen, contractor, 177 Sunset Avenue, Glen Ellyn, IL, Rich Steinbrecher, Surveyor/Engineer, Steinbrecher Land Surveyors, 141 S. Neltnor Blvd., West Chicago, IL, Dan Marshall, Marshall Architects, 812 E. Main, St. Charles, IL and Keith Kluge, 194 Glen Arbor Court, Glen Ellyn, IL were present to speak on the subject variation requests.

Mr. Whalen stated that both of the variation requests are based on the hardship and uniqueness of the topography of the property with a slope of approximately 20 feet from the front to the rear of the property. He stated he had considered building a detached garage to meet today's needs but because of the slope, that criteria would not be met and the slope would be very significant. He stated that there are homes to the north that have a similar sloped street that services homes to the south and there is a separate egress that allows another way out. Mr. Whalen stated that a detached garage could change the woodsy character of the subject area. He also stated there appears to be some concern in the petitions and other information that he has seen that by requesting this variation, a precedent would be set. He stated that the Village Board approved the 23-lot Amber Ridge subdivision in 2013 with 25 percent lot coverage ratio parcels due to requests from the neighbors and Glen Crest School for that lot coverage ratio. He added that former Village Planner Michele Stegall had prepared a staff report that indicated that 58 lot coverage variations had been approved since the lot coverage ratio was reduced from 25 percent to 20 percent. He added that 8 variations were for straight-up additions and 48 of the remaining 50 lot coverage variations were approved by the Village Board.

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Mr. Whalen stated that as far as the increase in the area, he is trying to take the 20% lot coverage ratio permitted and add the 500 square feet of the bonus of the detached garage to one structure on the property. He added they are not really building any more bulk or mass—they are just consolidating it—and because of the slope and topography, they cannot really do that with a detached garage.

Mr. Whalen stated that regarding the slope, Glen Ellyn looks at average grade in kind of a unique way because if one has a down-sloping lot, he feels one is penalized because it is a negative number that decreases and if one is on a higher part of the hill, one can build a taller house. Mr. Whalen stated he wants to build a house that meets today's standards and needs and would be able to be resold down the road, would look architecturally interesting and would fit in with the character of the style of the home. Mr. Whalen added that the average grade of the subject home is approximately 6.7 feet below the top of foundation.

Mr. Marshall stated that the Village Zoning Code is set up so that if one decides to have a detached garage, one gets an extra 500 square feet, however, because of the drop of the lot, the petitioners have no choice regarding the 500 square feet.

More Questions from the Zoning Board of Appeals

Mr. Whalen responded to ZBA Member Reed that he will not own the subject home. ZBA Member Jones asked what the square footage of the home and the living space will be, and Mr. Whalen responded that the entire home has not yet been developed due to cost, however, the square footage will be approximately 4,000 square feet. ZBA Member Jones asked why the home cannot be built to fit on the lot without a variation. Mr. Marshall responded that part of the reason has to do with the two-car garage which is tight for the modern family so they wanted to get extra storage space out of the garage bay. He also stated that although none of the rooms are gigantic, they wanted certain room sizes which the market currently wants. ZBA Member Chip Miller asked what the ridge height is from the rear foundation to the highest point of the house and Mr. Marshall responded 41 feet. ZBA Member Constantino stated that the home at 757 Park Boulevard has an attached garage and a lot coverage ratio of 19.9%. He stated he wondered why the petitioner couldn't match that property or have less than a 5% increase which would be a 25% greater lot coverage ratio than permitted. Mr. Whalen responded that the lot at 757 Park Boulevard is approximately 1,600 square feet larger, which gave them an additional 320 square feet of LCR on that property. He added that that property's dimensions were 80 feet x 160 feet and the subject lot is 70 feet x 160 feet. ZBA Member Constantino asked what the square footage of the house at 757 Park Boulevard property is, adding that, according to his calculations, the square footage is 2,550-2,560 feet on a 12,800 square foot lot. Mr. Marshall responded that the lot coverage ratio for that property is 20%. ZBA Member Constantino asked if having a larger lot coverage ratio on a smaller lot in a more defined area would make the bulk look so much greater than the other lots and he also stated that some neighbors are expressing concern regarding the subject property. Mr.

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Marshall felt that the extra 500 square feet will not make a difference. ZBA Member Constantino stated he was concerned because on a larger lot, the approximate lot coverage is 2,506 square feet and the petitioner is asking for 2,744 on a smaller lot and is having a hard time reconciling those numbers. Mr. Whalen responded that if they were granted the requested variation, the ridge on the proposed house would be 2 feet taller than the house to the south and it would be 5 feet shorter than the house to the north. He added that the house will not look greater from the streetscape. Mr. Marshall added that one thing that may have been alluded to as far as the height of the building on the south regarding not asking for variances is that they had to have quite a low pitch to pull that off and when one is up on the second floor, the eaves are pressed down rather low on the windows which is one of the driving forces of requesting this variation. He added that they did not feel it is the Zoning Code's intent to create that kind of uniformity of roofs on two houses in a row so they are hoping to get the variation so that they can have a steeper roof on the subject home and not look like they are making the subject home the same as the house next door. Chairperson Garrity stated that the petitioner could build the subject house shorter and Mr. Marshall responded they cannot because they cannot go any lower on the second floor. Mr. Marshall responded to Chairperson Garrity that the subject home is not the only type of home that could be built on the vacant subject lot, however, the footprint would be very small for a ranch. ZBA Member Panther asked if any consideration had been given to an attached garage at the rear of the home. Mr. Marshall stated the slope is very steep and the pad would need to be built out the back with retaining walls to keep it flat. He stated that design has been done before, however, it is difficult for homeowners to carry groceries, etc., to the house from that type of garage. ZBA Member Jones asked the petitioner if he could use the walkout basement area as living space since that was done to the house to the south. Mr. Marshall responded that they can usually have a guest room or rec room in that area, however, children's rooms do not work in that space. ZBA Member Jones also asked if the petitioner's biggest obstacle is the ridge height or the size of the home. Mr. Marshall responded that the size of the home would be the most important obstacle that helps them fulfill the requirements of the program to get the extra garage space and the room sizes. He added that his goal is to not have a home built like the home next door.

Mr. Steinbrecher stated that regarding a question he had been asked, if the garage was detached in the rear and per Glen Ellyn's requirements for the minimum size of a driveway, he worked up a 10-foot wide driveway which is the minimum width. He stated that with the existing drive, the square footage of an attached garage would be approximately 675 square feet of what is designed now, however, if detached, the garage would increase to 730 square feet so a net savings of impervious area would create less run-off to adjoining properties by approximately 1,000 square feet with an attached garage. He also stated that from an engineering or design standpoint, a detached garage would be very difficult to build with the slope on the property as the garage floor would be 10 feet above the existing grade and retaining walls would be needed to build up the grade. He added there would be drop-offs from the garage floor right off the side and added that the topography would be a hardship.

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Mr. Steinbrecher also stated that the living space of the home is still the same and that the Zoning Code allows a 500-square foot bonus for a detached garage in order to promote detached garages.

Chairperson Garrity stated that the zoning variations that have been approved were all to existing homes—not to new homes—and that there is no reason that a home cannot be built to fit onto a blank slate. He also felt that the Zoning Code is being ignored in this case in order to maximize profits. Mr. Steinbrecher responded that he has reviewed many homes in Glen Ellyn and this lot is extremely unusual, and Chairperson Garrity stated there are similar homes near Lake Ellyn. ZBA Member Miller asked how moving water will be handled. Mr. Steinbrecher stated there is a County ordinance that requires rain gardens and dry wells to capture rainfall and Glen Ellyn follows that ordinance and, in fact, is even more restrictive.

Mr. Whalen asked the ZBA how many of the new construction Amber Ridge lots returned for an increase in the lot coverage ratio and Chairperson Garrity stated fewer than most. Chairperson Garrity added that variation requests also are generally at 21%-22% and that 24.5% is very unusual. Mr. Whalen added that the hardship for this property is the 20-foot drop which is unique.

Persons in Favor of or in Opposition to the Variation Request

Keith Kluge, potential purchaser of the subject house who currently resides at 194 Glen Arbor Court, Glen Ellyn, IL stated that he and his wife are in support of the variation requests based on the hardships. He stated their current home has approximately the same lot size as the subject lot and if the subject property was rotated 90 degrees and the topography was the same, that is what their lot looks like now. He stated they currently have an open-ended basement/walk-out basement and a 3-car garage and added he needs garage space for his two cars and three children's sports equipment. He added that his wife wants to be a chef so she would like a large kitchen on the first floor. He stated his family loves the subject lot, grade and trees in the back. He stated they would like a home that is aesthetically pleasing and is in line with the other homes in the neighborhood. Mr. Kluge responded to ZBA Member Jones that he and his wife have lived in Glen Ellyn for 15 years and his wife was born and raised here. Mr. Kluge also responded to ZBA Member Jones that they will not return to the ZBA for variations for concrete or pavement changes. Mr. Kluge responded to ZBA Member Constantino that he is not under contract to purchase the subject property.

Findings of Fact

ZBA Member Constantino stated that the petitioners are requesting zoning variations for the construction of a new single-family home at 761 N. Park Boulevard with a lot coverage ratio of approximately 24-1/2% and a ridge height of 38 feet and eave height of 26 feet in lieu of the maximum allowed 35 feet and 25 feet, respectively. He stated that the subject property is an

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interior lot located in the R2 zoning district on the east side of North Park Boulevard and the surrounding properties are R2 Single Family Residential. ZBA Member Constantino stated that Village Associate Planner Kelly Purvis indicated there are no records of any prior variations on the subject property. He added that the subject property was formerly part of the 757 N. Park Boulevard property immediately to the south that was subdivided in 2013 and the owner first acquired title to the property in 2003. ZBA Member Constantino stated that the hardship and unique characteristic of the subject property are that the property slopes 20 feet from the front to the rear of the property line. He stated that the owner indicated that the garage is not a practical use or an option because of the location on the lot, the slope on the lot, driveway requirements, setbacks and potential damage and loss of trees. He added that because there will be no detached garage, this foregoes the right to a 500-square foot bonus for the ultimate calculation of the lot coverage. ZBA Member Constantino also stated that the slope affects the average grade used to determine where the building height is measured for the construction. He also stated that without a slope, it is conceivable that the building could be constructed 3 feet higher than the plane. He also stated that because the property will involve an area greater than 300 square feet, a grading plan and stormwater review will be required. He also stated that preliminary studies indicate that adequate drainage for the property can be provided. He stated that no variances were granted for the property at 757 N. Park Blvd.

ZBA Member Constantino stated that the owner, Ray Whalen, described the hardship as the slope of the subject property from the front to the back. He stated he considered a detached garage, however, the slope prohibits the practical use and construction of a garage on the rear portion of the lot. He stated that a detached garage would cause a loss of trees and he believes a change in the character of the neighborhood. He did not believe we are setting a precedent with this situation as there have been prior developments with similar issues. He stated that the prior lot coverage ratio variances from were 20% to 25% although not all of those were for new construction. ZBA Member Constantino stated that it was determined that the square footage for the lot coverage was based upon the fact that if he could have placed a detached garage on the property, he would have received a 500-square foot bonus, however, he is in fact asking for that bonus without a detached garage. He added that as far as the height issue, if the property was a flat even grade, he would be allowed a greater height for the building without a variance request. He also stated that because of the Village's manner of determining the average grade height, they lose the height allowance. He also stated that the building contemplated would be slightly higher than the property to the south at 757 N. Park Boulevard, several feet lower than the property to the north at 765 N. Park Boulevard and is still 3 feet below what would be allowed as grade averaging. He added that Mr. Whalen will not be using this property as his personal home.

ZBA Member Constantino stated that Architect Dan Marshall stated they considered a two-car garage but need more storage space. He added that the cumulative room size is larger for today's general requirements. He stated the house could be at or under 20% lot coverage,

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however, the rooms would be smaller than desired. ZBA Member Constantino stated that the height variation requested is to vary the height compared to other buildings in the immediate area. He also stated that he could design a home on the subject lot that would comply with the zoning code and not require a variance. He stated that the owner or contractor usually has a choice of whether to detach a garage on a lot for an extra 500 square feet, however, in this case the owner does not have an option which is the hardship they face with this lot.

ZBA Member Constantino stated that Surveyor Rich Steinbrecher said that if the garage was detached, even with the minimum required width of a driveway, over 1,700 square feet of impervious surface would be required. Mr. Steinbrecher added that with an attached garage, approximately 675 square feet of impervious area would be required. He also stated that because of the topography and slope on the lot, a detached garage would be very hard to design and construct from an engineering standpoint.

ZBA Member Constantino stated that Keith Kluge, a party interested in purchasing the subject property, described his needs and desires for the building with his three children, cars, storage areas, the open floor plan they desire and the maintenance of trees on the lot. He stated he is in favor of the larger lot coverage ratio as requested and will maintain the neighborhood aesthetics and characteristics.

ZBA Member Chip Miller moved, seconded by ZBA Member Reed, to approve the findings of fact.

Comments from the Zoning Board of Appeals

ZBA Member Panther stated that he saw a hardship regarding the ridge and eave height variance request as the code as it stands is more restrictive on properties sloping from front to back versus sloping from back to front. He added that he sees that some homes in the area are in a similar situation in terms of height. He stated he would be supportive of the variation request for the ridge and eave height. ZBA Member Panther stated lot coverage ratio is more questionable in this case as he is not sure he sees a hardship. He felt that the petitioner desires to maximize the buildable area of the lot and added that the code does not prevent a reasonable return for the buildable area of this lot. He added that he sees the garage bonus as something that is not guaranteed to be met. He stated that approval of this request would set a dangerous precedent and several neighbors are also concerned.

ZBA Member Jones stated he is in favor of the relief for the ridge height being on that lot, however, he is against the variation for the lot coverage as the petitioner will be building a new home. He added that not being able to build a garage in the rear of the lot is a unique hardship to that lot in a certain way but does not prevent the petitioner from building a smaller house to code on the lot. He also stated the petitioner has the unique characteristic of a walk-out

ZONING BOARD OF APPEALS

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MARCH 28, 2017

basement because of this lot so although the petitioner cannot have a garage in the rear, he will get more use out of his basement because of this lot. He stated for that reason, he is against the requested lot coverage but would be in favor of the ridge and eave height to allow the petitioner to create a home that will fit in with the neighborhood.

Chairperson Garrity stated that he believes the issue was created by the petitioner when he subdivided the lot. He stated that if he had kept both lots together, he could have built a humongous house and there would have been no problems with a separate garage or issues with size and height. He stated the house is not existing so anything could be designed that would conform with the existing zoning rules. He did not think one should be able to use the code as a hardship as that would result in anyone being able to get anything they want in spite of the code. He also did not feel everyone is entitled to the 500 square foot bonus. Chairperson Garrity was opposed to the lot coverage ratio, height and ridge without a house actually in existence or not even in the process of being built. He added that he felt that a house could be built at this location that conforms to the code.

ZBA Member Chip Miller stated that the petitioner builds beautiful houses and that the house that will be built at the subject location will be a nice house. He stated that he does not see a hardship regarding this house but does see a unique circumstance although that was created by the petitioner by splitting the lot. He also stated that he had an issue with the ridge height and added that he felt that not matching the ridge line and the roof line to the house next door that you built is not a hardship or a unique circumstance. He added that he will make two motions and will vote no for both of those motions. ZBA Member Chip Miller asked Mr. Whalen what the maximum ridge height was that one could build on the subject lot if it was flat, and Mr. Whalen responded 35 feet. Ms. Purvis responded to ZBA Member Chip Miller that if the lot was flat, the height of the building would be approximately 31-32 feet and a variation would not be required. ZBA Member Chip Miller stated he could vote yes for the ridge height request.

ZBA Member Constantino stated that he agreed with everything said by the ZBA Members. He stated he would be in favor of granting the ridge height as requested as he feels there is clearly a hardship with the limitations faced and method of determining the average grade. He did not feel there was an extraordinary request given the circumstances especially that the property to the immediate north would be a greater height although the subject property would be slightly greater than the 757 N. Park property. He added that the variance allows a certain height but if the grade was even, the height could be 3 feet taller than planned. He added that, therefore, he would be in favor of recommending a variance for the ridge height, however, is reluctant to recommend a variance for the lot coverage ratio as requested. He stated that this is new construction created by the circumstances at the time of the subdivision of the property. He also stated that the 757 N. Park Boulevard property was constructed with an attached garage and was under the 20% lot coverage ratio. He added that the planned construction would have more square footage than the property at 757 N. Park Boulevard on a smaller lot and he felt it would appear to have much greater bulk. He added that the nearly 4-1/2% variance requested

ZONING BOARD OF APPEALS

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MARCH 28, 2017

is approximately $\frac{1}{4}$ or 25% more of the permitted lot coverage. ZBA Member Constantino felt these variations are too much for new construction and there is indication from the experts that a building could be constructed on the property that would fall within the zoning ordinance. He added that he would vote against recommending the lot coverage ratio as requested.

ZBA Member Jones moved, seconded by ZBA Member Panther, to close the public hearing. The motion carried unanimously by voice vote.

Motion 1 of 2

ZBA Member Chip Miller moved, seconded by ZBA Member Jones, that the Zoning Board of Appeals deny the request for the variation to Section 10-4-8(E)1 regarding lot coverage ratio based on the recommendation that a good hardship cannot be found for this request.

The motion to deny carried unanimously with five (5) yes votes and zero (0) no votes as follows: ZBA Members Miller, Jones, Constantino, Panther and Chairperson Garrity voted yes.

Motion 2 of 2

ZBA Member Chip Miller moved, seconded by ZBA Member Constantino, that the Zoning Board of Appeals approve the request for the variation to Section 10-4-8(F)1 for the maximum ridge and eave height due to the topography of the lot and regardless how the house was put in, this causes a unique situation.

The motion to approve carried with four (4) yes votes and one (1) no vote as follows: ZBA Members Miller, Constantino, Jones and Panther voted yes; Chairperson Garrity voted no.

Trustee Report

No Trustee Report was given.

Chairperson Report

No Chairperson Report was given.

Staff Report

Ms. Purvis stated that two items, 710 Meredith Place and 869 Hillside Avenue, will be on the ZBA agenda for the next meeting.

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MARCH 28, 2017

ZBA Member Micheli moved, seconded by ZBA Member Chip Miller, to adjourn the meeting at 8:10 p.m. The motion carried unanimously by voice vote.

Submitted by:
Barbara Utterback
Recording Secretary

Reviewed by:
Kelly Purvis
Associate Planner

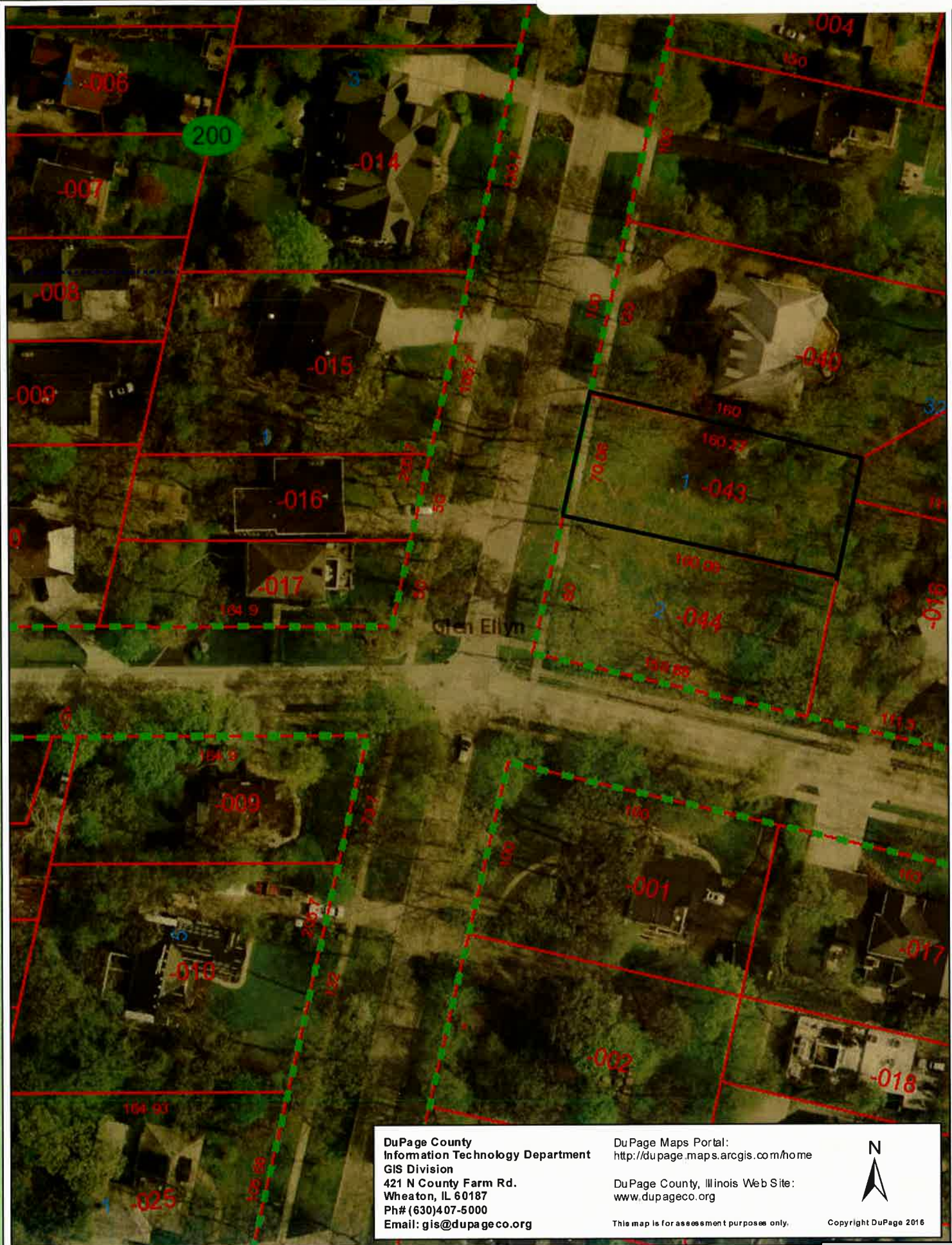


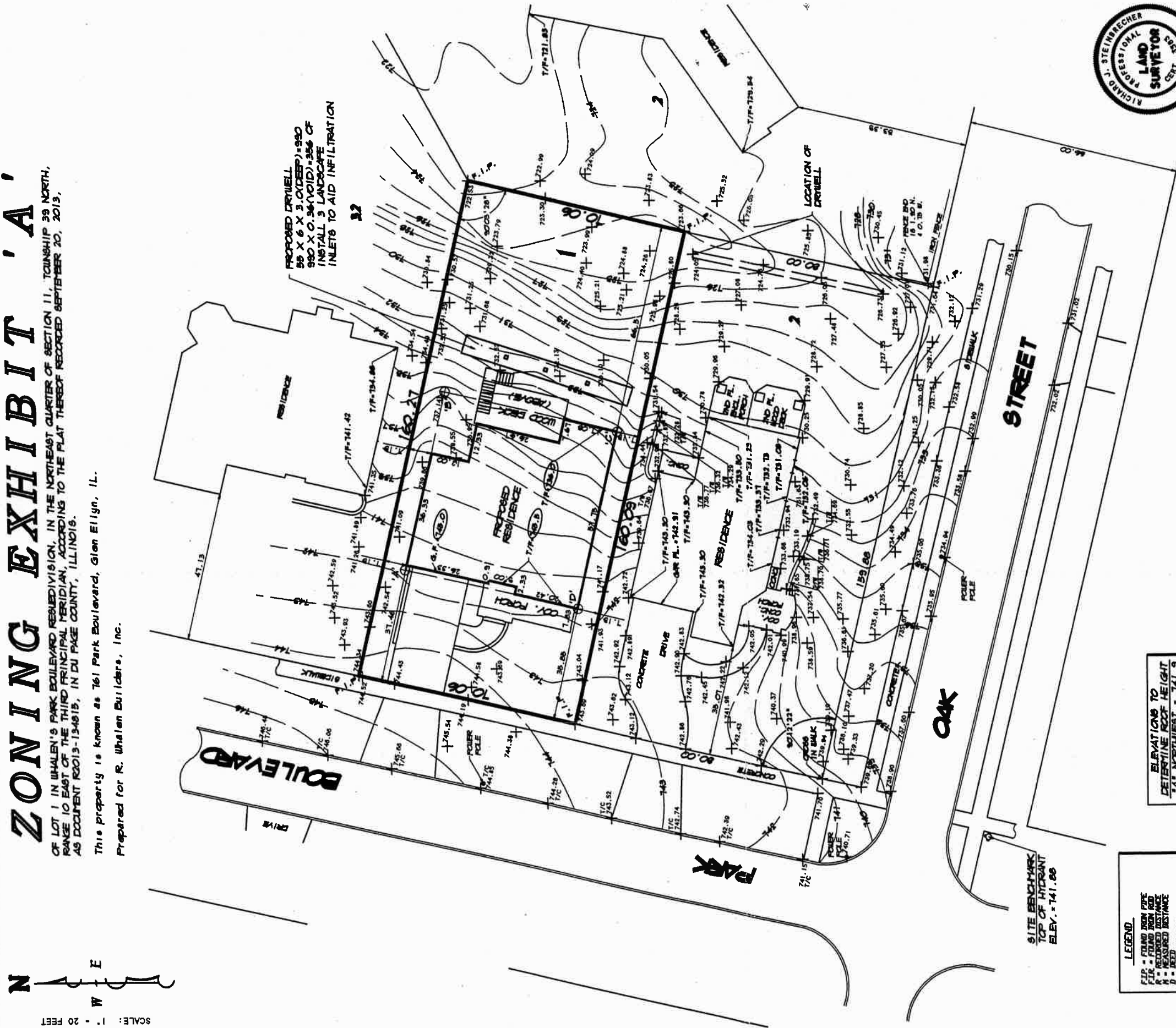
Exhibit "C"

ZONING EXHIBIT 'A'

OF LOT 1 IN WHALEN'S PARK BOULEVARD RESUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FLAT THEREOF RECORDED SEPTEMBER 20, 2013, DOCUMENT #2013-134813. IN DU PAGE COUNTY, ILLINOIS.

This property is known as 761 Park Boulevard, Glen Ellyn, IL.

Prepared for R. Whalen Builders, Inc.



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

This is to certify that Streinbrecher Land Surveyors, Inc., Registered Professional Land Surveying Corporation No. 184-00326, 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, March 6, 2017

Steinbrecher Land Surveyors, Inc.

Professional Land Surveying
Design Firm Corporation No. 184-003126
41 S. Neilnor Blvd., West Chicago, IL 60185-2844
(630) 293-8900 Fax 293-8902

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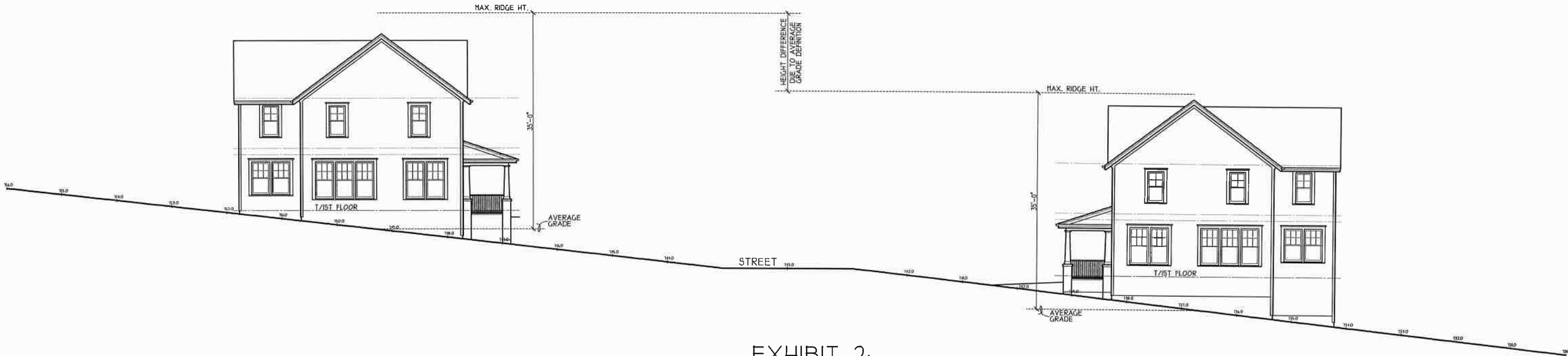
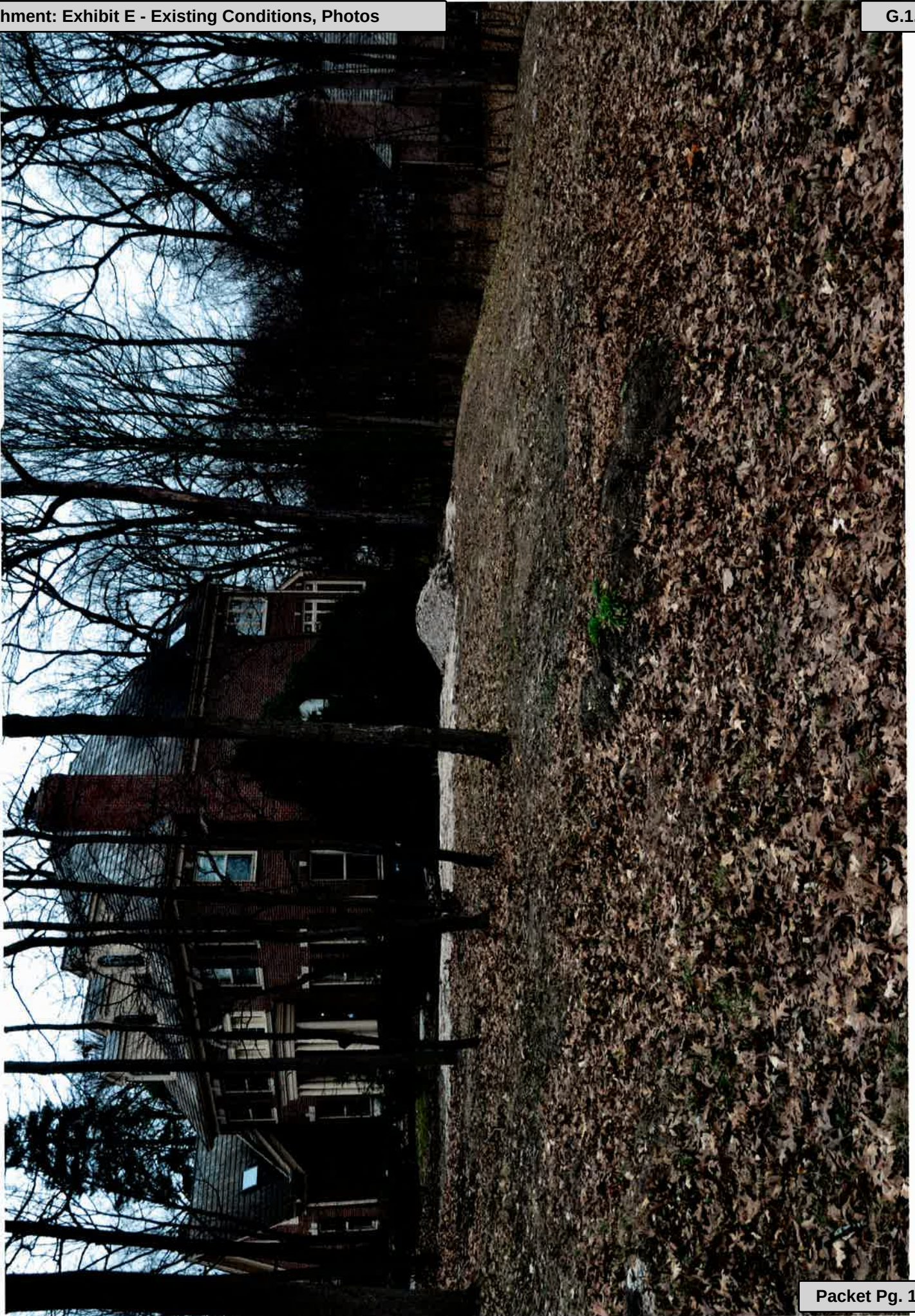
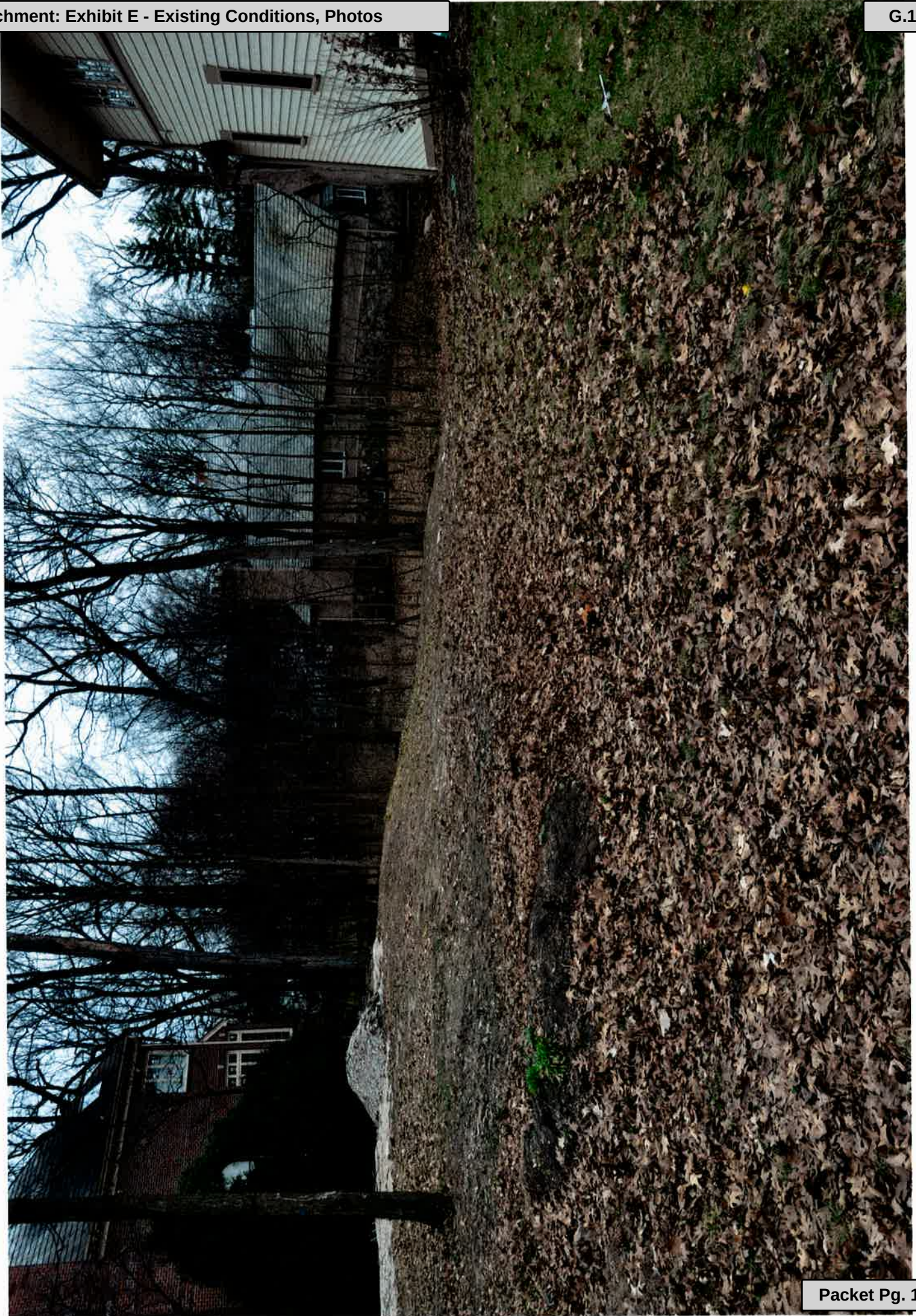


EXHIBIT 2:
DIAGRAM ILLUSTRATING IMPACT OF DECLINING LOT

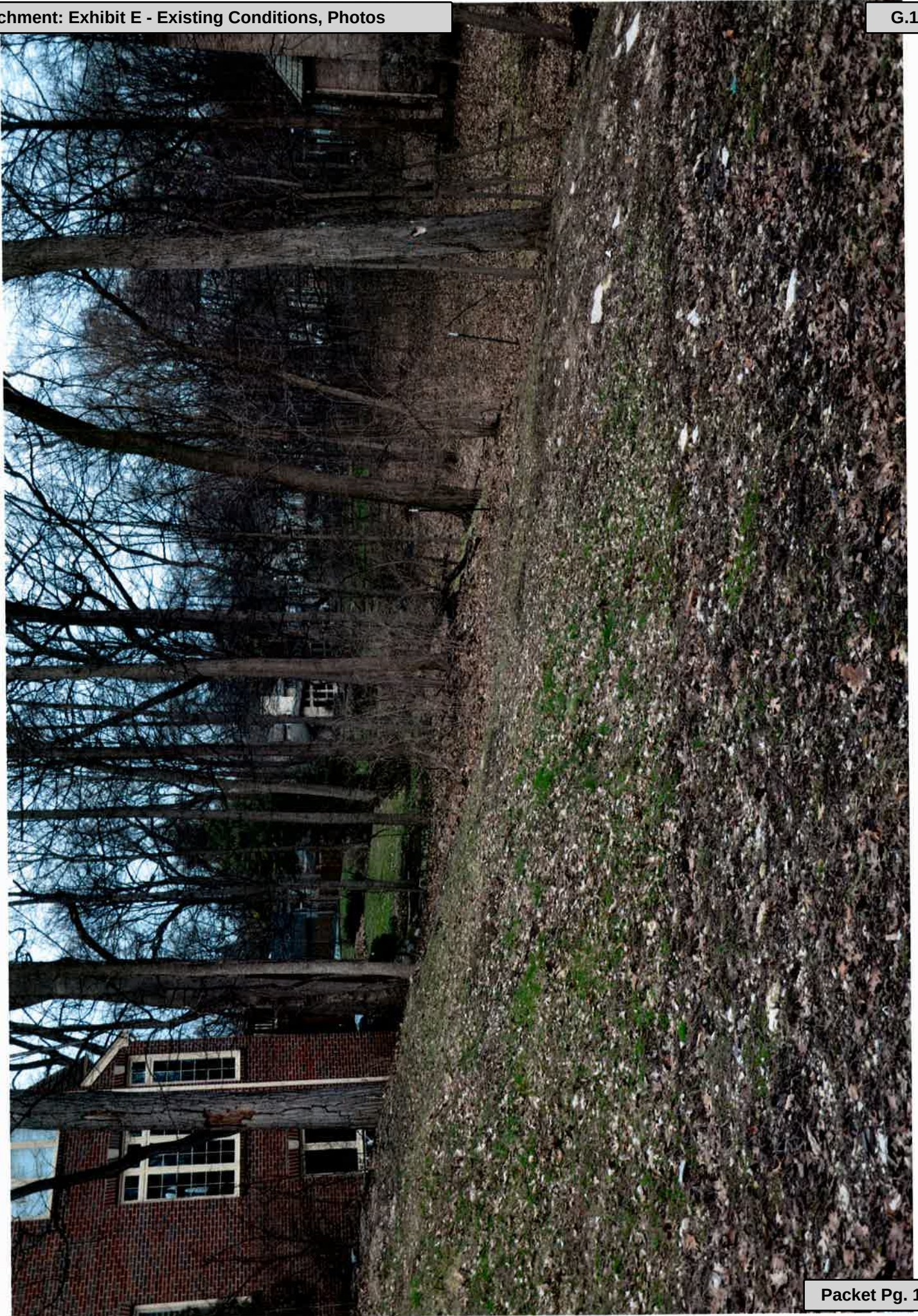
P1

Exhibit "E"









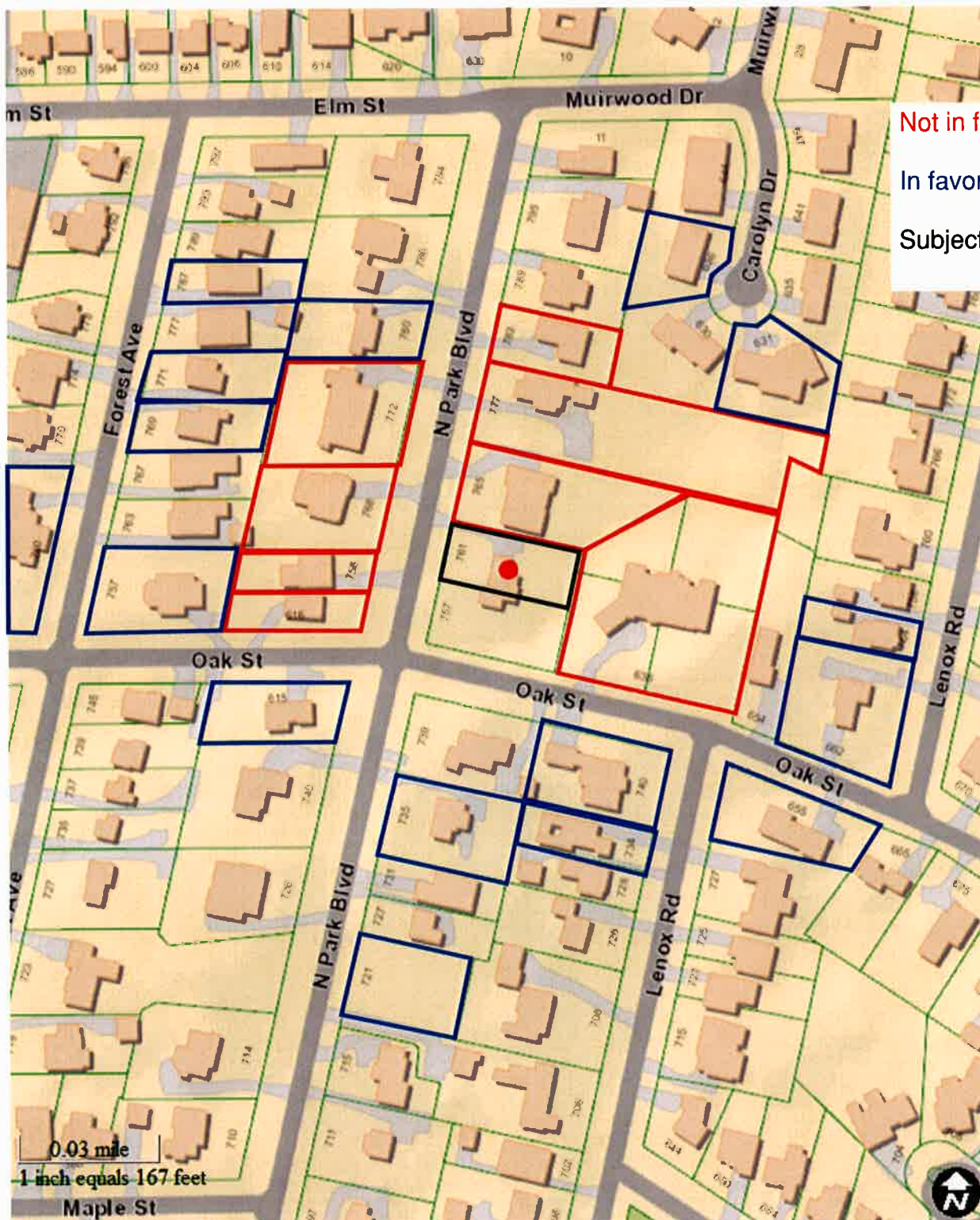




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Map created on March 24, 2017.

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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.

Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



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

Meeting: 05/01/17 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Ordinance
Prepared By: Mark Franz

SCHEDULED

ORDINANCE 6500

DOC ID: 2700

**Ordinance No. 6500, An Ordinance of the Village of Glen Ellyn
Finalizing the Sale of the Property at 825 N. Main St. and
Authorizing Staff to Proceed and Set a Closing Date.**

Background

On September 27, 2010, the Village Board approved Resolution 10-21, a Resolution authorizing the purchase of 825 N. Main St., for the purpose of demolishing an old, run down gas station structure and reselling the property for commercial redevelopment. Since that time, the Village has worked diligently to clean up the property, develop a plan for the property, market the property, and ultimately get the property back on the tax rolls. On February 22, 2016, the Village determined that it is in the best interest of the Village and its residents that the property be sold and developed commercially for the purpose of constructing a gas station and convenience store, to place the property back on the tax rolls and generate sales taxes. At that meeting, the Village approved a Property Sale and Purchase Agreement contract with True North Energy, LLC (True North).

Subject

True North applied for zoning relief in conjunction with the redevelopment of the Property, including a special use permit, zoning variations, sign variations, and approval of exterior appearance plans for the project. At its regular meeting on March 13, 2017, the Village Board approved the special use permit and sign variations and on April 24, 2017, the Village Board approved zoning variations and exterior appearance approval. Most recently, True North has accepted all Conditions to the use of the property contained in Ordinance No. 6486 approved on March 13, 2017, and in Ordinance No. 6498 approved on April 24, 2017, including but not limited to those Conditions limiting the hours of operation and imposing an access easement on the Property to the Village for the provision of additional on-site landscaping.

Therefore, the Village is prepared to finalize this sale after completing a duly noticed public hearing scheduled for May 1 and direct staff to proceed with scheduling a closing date when the parties are ready, to formalize the sale and transfer of the property to True North. Approving this ordinance will authorize the Village Manager to proceed with scheduling the Closing at the earliest time convenient to both parties.

Recommendation

Staff recommends approving the ordinance and directing the Village Manager to schedule a closing to finalize the sale of 825 N. Main to True North.

Ordinance No. _____**An Ordinance of the Village of Glen Ellyn Finalizing the Sale of the Property at 825 N. Main St. and Authorizing Staff to Proceed and Set a Closing Date**

WHEREAS, on September 27, 2010, the Village Board approved Resolution 10-21, a Resolution authorizing the purchase of 825 N. Main St., for the purpose of demolishing the existing structure and reselling the property for commercial redevelopment; and

WHEREAS, various documents that comprise an economic development plan related to 825 N. Main St., and the Five Corners Area, which documents are attached to Ordinance No. 6498, as Exhibit "M", demonstrate the authority of the Village Board to sell the property to True North, LLC, for its proposed development; and

WHEREAS, the Village on February 22, 2016, determined that it is in the best interest of the Village and its residents that the property be sold and developed commercially for the purpose of constructing a gas station and convenience store, to place the property back on the tax rolls and generate sales, and approved a Property Sale and Purchase Agreement with True North, LLC, by passing Ordinance No. 6386, which Agreement continues to be in effect; and

WHEREAS, the Petitioner, True North Energy, LLC, applied for zoning relief in conjunction with the redevelopment of the Property, including a special use permit, zoning variations, sign variations, and approval of exterior appearance plans for the project;

WHEREAS, at its regular meeting on March 13, 2017, the Village President and Board of Trustees approved the special use permit and sign variations pursuant to Ordinance No. 6486; and

WHEREAS, at its regular meeting on April 24, 2017, the Village President and Board of Trustees

approved zoning variations and exterior appearance approval pursuant to Ordinance No. 6498 ; and

WHEREAS, the Petitioner, True North Energy, LLC, has accepted all Conditions to the use of the property contained in Ordinance No. 6486 approved on March 13, 2017, and in Ordinance No. 6498 approved on April 24, 2017, including but not limited to those Conditions limiting the hours of operation and imposing an access easement on the Property to the Village for the provision of additional on-site landscaping; and

WHEREAS, a duly noticed public hearing has been conducted by the Village Board on the sale and transfer of the property; and

WHEREAS, the Village of Glen Ellyn, exercising its powers as a home rule municipality, has the authority to adopt this Ordinance approving and finalizing the sale of the Property to True North Energy, LLC, and authorizing the Village Manager to proceed with scheduling the Closing at the earliest time convenient to both parties for transferring ownership of the Property to True North Energy, LLC.

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

Section One: The recitals set forth above are incorporated as if fully set forth herein.

Section Two: By its approval of this Ordinance, the Village Board approves the finalization of details necessary to fully effect the sale and transfer of the property commonly known as 825 N. Main St., Glen Ellyn, IL, and adjacent properties owned by the Village, to True North Energy, LLC.

Section Three: The Village Manager is hereby authorized to execute any and all documents to complete the transfer of the property commonly known as 825 N. Main St., Glen Ellyn, IL, and adjacent properties owned by the Village, to True North Energy, LLC, and set a closing date for the transfer on the date most convenient to the parties.

Section Four: This Ordinance shall be in full force and effect from and after the 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 _____.)

Ordinance 6500

Meeting of May 1, 2017

ATTACHMENTS:

- Ord 6386 Authorizing Contract for Sale of 825 Main (PDF)

Village Of Glen Ellyn

Ordinance No. 6386

**An Ordinance Authorizing the Village to Enter a Contract
for the Sale of 825 N. Main Street, Glen Ellyn**

**Adopted by the
President and the Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois
This 22ND Day Of February, 2014.**

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois, this 22nd
day of February, 2014.

Ordinance No. 6386**An Ordinance Authorizing the Village to Enter a Contract
for the Sale of 825 N. Main Street, Glen Ellyn**

WHEREAS, the Village of Glen Ellyn("Seller"), and True North Energy, LLC.("Buyer") seek to enter into a Property Sale and Purchase Agreement, a copy attached hereto and made a part hereof as "Exhibit A", wherein the Village will sell certain property commonly known as 825 N. Main Street, in DuPage County, Illinois ("Subject Property"), for the purpose of redevelopment as a gas station and convenience store, said property depicted in "Exhibit B" attached hereto; and

WHEREAS, on September 27, 2010, the Village Board approved Resolution 10-21, a resolution authorizing the purchase of 825 N. Main St., for the purpose of reselling to a buyer which would renovate the property on which the existing closed and dilapidated gas station, which had been placed in bankruptcy proceedings, with a new project; and

WHEREAS, on February 23, 2015, the Village Board duly passed Ordinance No. 6302, an Ordinance regarding the sale of municipal property for redevelopment; and

WHEREAS, the Board of Trustees of the Village of Glen Ellyn find it necessary and convenient for the Village to sell the Subject Property to True North Energy, LLC., pursuant to redevelopment plans to convert the vacant property at 825 N. Main St., for the purpose of constructing a gas station and convenience store which will place the property back on the property tax rolls and which will generate sales and motor fuel taxes; and

WHEREAS, the Buyer will purchase from the Seller in accordance with the attached Agreement, or as mutually agreed by the parties; and

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

Section 1: That the Village President and Clerk of the Village of Glen Ellyn are authorized

to execute and attest to any and all legal documents necessary to finalize the conveyance of the Subject Property to True North Energy, LLC.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 22ND day of February, 2016.

AYES: Trustees Clark, Elliott, Kenwood, Ladouce, O'Shea and Senal

NAYS: ϕ

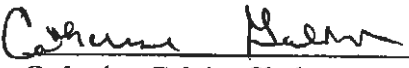
ABSENT: ϕ

APPROVED this 22ND day of February, 2016.

VILLAGE OF GLEN ELLYN


Alexander Demos, President

Attest:


Catherine Galvin, Clerk

CERTIFICATION

I, Catherine Galvin, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is a true and correct copy of Ordinance No. 6384, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the Regular Board Meeting of said Board held on the 22ND day of February 2014, and that the same was signed and approved by the President of said Village on the 22ND day of February 2014.

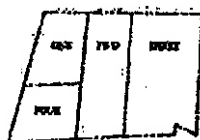
I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 22ND day of February, 2014.

Catherine Galvin
Village Clerk

CORPORATE SEAL

EXHIBIT A
Depletion of Property



AREA LEGEND
ONE - 41,151.57
TWO - 41,151.57
THREE - 41,151.57
TOTAL PROPERTY AREA = 123,453.71 sq. ft.

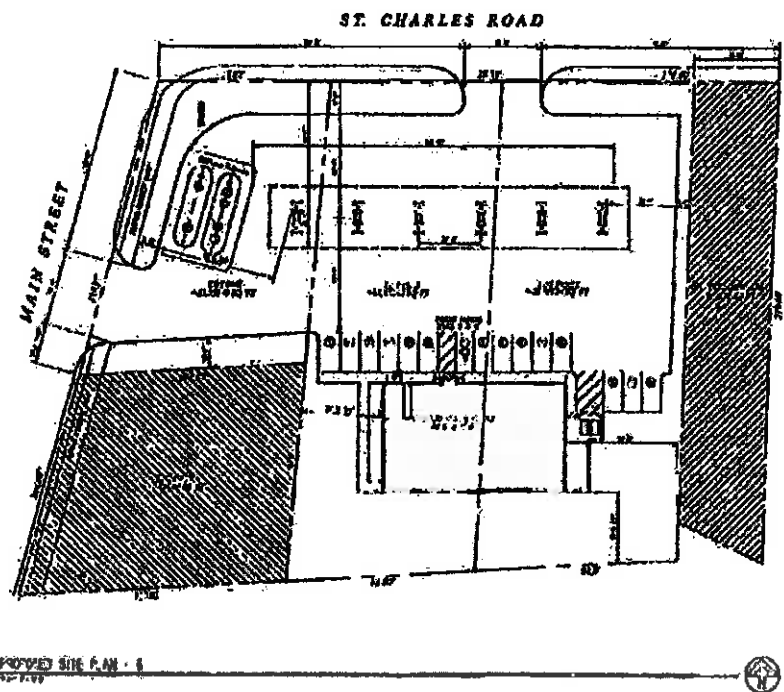


Exhibit B

PROPERTY SALE AND PURCHASE AGREEMENT

This Property Sale and Purchase Agreement ("Agreement") is made by and between:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
("Seller")

and

True North Energy, LLC,
a Delaware limited liability company
1401 S. Reynolds Road
Toledo, Ohio 43615
("Buyer")

Seller and Buyer are sometimes referred to individually as "Party" or together as "Parties".

RECITALS:

- A. Seller is the owner of certain real property (approximately 58,893 square feet), being property index numbers 0502419001, 0502419006 and 0502419007 located in Glen Ellyn, Illinois and shown on Exhibit A attached hereto ("Property").
- B. Seller and Buyer desire to enter into this Agreement for the purchase of the Property by Buyer from Seller and the sale of the Property by Seller to Buyer, together with all appurtenances, hereditaments, rights, privileges, benefits and easements belonging to or in any way appertaining to the Property, and Buyer shall construct a gas station and convenience store on the Property.
- C. This Agreement shall be enforceable on the terms and conditions set forth herein commencing upon the date of the last of the Parties to execute this Agreement ("Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. **Sale and Purchase of Property.**

Seller shall sell to Buyer and Buyer shall purchase from Seller the Property upon the terms and conditions herein set forth.

2. **Purchase Price.**

Buyer shall pay the sum of \$630,000.00 to Seller as the purchase price for the Property ("Purchase Price"). Upon the full execution of this Agreement, Purchaser will post \$15,000.00 as earnest money ("Earnest Money Deposit"), to be held in escrow by the Escrow Agent as defined below, for the benefit of the Parties.

In addition, Purchaser will place an additional One Hundred Thousand Dollars (\$100,000.00) in a separate escrow account with the Escrow Agent ("Performance Escrow Deposit") under the following contingencies:

- A. Twenty-five Thousand Dollars (\$25,000.00) will be released to Purchaser upon securing all necessary building permits ("Permits") and zoning and related approvals ("Zoning Approvals") required for the construction of a gas station and convenience store ("Project") within two hundred and forty (240) days after closing, which approvals under the control of Seller shall not be unreasonably withheld or delayed.
- B. Seventy-five Thousand Dollars (\$75,000.00) will be released to Purchaser upon the Project being open for business and operating for a period of seven (7) days.
- C. In the event that the Purchaser is unable to obtain the Permits, through no delay or fault of the Purchaser, within the 240 day period, the Performance Escrow Deposit shall be returned to Purchaser.
- D. In the event that the Purchaser fails to construct and open for business its Project within twelve months following the issuance of the Permits, the Performance Deposit shall be paid to Seller.

3. Escrow.

First American Title Insurance Company (the "Title Company") shall serve as Escrow Agent for the Earnest Money Deposit and the Performance Escrow Deposit (collectively referred to herein as the "Deposits"), subject to joint order escrow agreements containing its standard conditions of acceptance provided, however, that if there is any conflict between such conditions and this Agreement, the conditions and terms hereof shall govern.

4. Title Commitment.

- A. Buyer shall order a current title commitment ("Title Commitment") to be issued by the Title Company setting forth the state of the title of the Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting the Property which would appear in an owner's policy of title insurance ("Title Policy"), if issued by the Title Company.
- B. Buyer shall have a period of thirty (30) days after receipt of the Commitment and any Survey in which to review and be satisfied with the Title Commitment ("Title Review Period"). The Title Commitment shall be deemed satisfactory if Buyer does not give written notice to Seller prior to the end of the Title Review Period of any objectionable matter pertaining specifically to the Property in the Title Commitment and any Survey other than Liens, as defined below. Any other exceptions disclosed by the Title Commitment and not objected to by Buyer shall herein be deemed "Permitted Exceptions"
 - 1. If an objectionable title matter shall be asserted by Buyer by written notice to Seller prior to the expiration of the Title Review Period, Seller may take action to cure such defect or other matter by causing it to be remedied, removed, insured over or bonded to Buyer's reasonable satisfaction. The other exceptions disclosed by the Title Commitment to which Buyer has no objection shall be deemed to be Permitted Exceptions. Nothing contained in this Paragraph shall require Seller to cure any such title defect or other matter or to incur any expense to do so, except that Seller shall

cure matters which are of record as a result of acts or liabilities of Seller that may be remedied upon the payment of liquidated sums in amounts less than the Purchase Price, e.g. mortgages ("Liens").

- ii. In the event Buyer gives notice as required by this Paragraph stating the objectionable matters pertaining to Title Commitment prior to the end of the Title Review Period and Seller does not elect to remedy same as set forth above, Buyer may either (i) elect to terminate this transaction, whereupon both Seller and Buyer shall be released from all liabilities and obligations under this Agreement and the Deposits shall be returned to Buyer, or (ii) elect to accept such title as Seller is able to convey and proceed to closing without an adjustment in the Purchase Price.

5. **Buyer's Contingencies.**

Buyer and Seller agree that the matters set forth below shall be contingencies to Buyer's obligations under this Agreement. In the event that any contingencies are not met or waived, Buyer may terminate this Agreement in writing within one hundred twenty (120) days following the Effective Date (the "Contingency Period"). Buyer may have access at all reasonable times to the Property, provided that Buyer shall indemnify, defend and hold harmless Seller from and against any and all damages, injuries, claims, actions, liabilities, liens, costs, expenses or losses, including reasonable attorneys' fees, incurred by Seller (or its agents, consultants or affiliates) arising out of or related to any activities upon the Property or Seller's Property by Buyer, its agents, contractors and employees. In the event closing does not occur, and if Seller so requests, Buyer shall promptly furnish copies of the results of its due diligence investigation to Seller. Seller will deliver all title, survey, environmental or other relevant documents in its possession regarding the Property to Buyer promptly after the Effective Date.

- A. **Environmental Matters.** Within the Contingency Period, Buyer, at its sole expense, may conduct such environmental investigation of the Property as it deems appropriate, however, it shall not conduct any invasive testing on the Property without prior notice to Seller. Buyer acknowledges that it has reviewed and is familiar with the environmental conditions addressed and the terms and limitations set forth in the No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency dated, October 15, 2013, and attached hereto. Buyer expressly agrees that it will not terminate this Agreement based on any environmental condition of the property identified before the NFR letter was issued. If after investigation, a new and discreet environmental condition is identified, and Buyer is not satisfied with the environmental condition of the Property, Buyer shall notify Seller and Buyer and Seller shall make reasonable efforts to resolve the condition within the Contingency Period. If Buyer and Seller cannot agree on a resolution, Buyer may terminate this Agreement within the Contingency Period.
- B. **Survey.** Within the Contingency Period, Buyer, at its sole expense, may obtain a survey of the Property prepared by a land surveying company registered to do business in Illinois. Such survey shall be promptly forwarded to the Title

Company upon receipt. If any survey is unacceptable to Buyer, Buyer may terminate this Agreement within the Contingency Period.

- C. Due Diligence. Within the Contingency Period, Buyer, at its sole expense, may conduct such other due diligence as to the Property as it desires, including (1) inspection and review of the condition of the Property and feasibility of Purchaser's intended use of the Property, including without limitation, engineering, soil, environmental, access, easements, and utilities; and (2) obtain all necessary permits and governmental/zoning approvals, including without limitation, zoning, special use, subdivision, lot split, lot tie or replat approvals from DuPage County and/or the Village of Glen Ellyn ("Governmental Approvals"). If Buyer is not satisfied with the results its due diligence, Buyer may terminate this Agreement within the Contingency Period, subject to the terms of Section 5. A., above.
- D. Title. The Title Company shall issue at Closing a proforma title policy or a marked title commitment to be followed by a title insurance policy showing Buyer to be the owner of the Property in fee simple subject only to Permitted Exceptions and with standard exceptions deleted. Seller will execute a standard Owner's Affidavit sufficient to allow the Title Company to delete the standard exceptions.
- E. Liquor Permits. Buyer's obligations under this Agreement are contingent on its ability to obtain a permit to sell beer and wine at the Property ("Liquor Permits.").

Prior to expiration of the Contingency Period, Purchaser will notify Seller in its sole discretion that it will:

- i. Proceed with the terms of the Contract, at which point the Earnest Money Deposit shall become non-refundable unless Purchaser cannot obtain Zoning Approvals or Liquor Permits, and is applicable to the Purchase Price; or
- ii. Not proceed with the terms of the Agreement for any reason, subject to the terms above, at which point this Agreement shall be terminated and the Deposits shall be returned to the Purchaser.

6. Representations.

- A. Seller's Representations. Seller represents and warrants to Buyer that:
- i. The execution and delivery of this Agreement and the documents described herein and the performance by Seller of Seller's obligations hereunder have been duly authorized and create binding obligations on the part of Seller;
 - ii. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code; and

- iii. Except for DK Mallon, Seller has not engaged or dealt with any broker or finder in connection with the sale contemplated by this Agreement. Seller hereby agrees to indemnify and hold harmless Buyer from any claims, costs, damages or liabilities (including attorneys' fees) arising from any breach of this representation and Seller shall be responsible for commissions owed to the Brokers pursuant to a separate agreement(s).
- iv. Seller is the sole owner of, and has good and marketable fee simple title to, the Property free and clear of all liens, encumbrances, claims, demands, easements, covenants, conditions, restrictions and encroachments of any kind or nature other than Permitted Exceptions. Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of its interest in the Property or any part thereof, except for this Agreement.

B. Buyer's Representations. Buyer represents and warrants to Seller that:

- i. Buyer has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto;
- ii. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms;
- iii. Buyer is not a "foreign person" as contemplated by Section 1445 of the Internal Revenue Code; and
- iv. Buyer has not engaged or dealt with any broker or finder in connection with the sale contemplated by this Agreement except Terraco and DK Mallon. Buyer hereby agrees to indemnify and hold Seller harmless from any claims, costs, damages or liabilities (including attorneys' fees) asserted by any broker or arising from any breach of the representation contained in this paragraph or if such claims, etc. shall be based on any statement, representation or agreement by Buyer with respect to the payment of any brokerage commissions or finders fees.

7. Closing Arrangements.

- A. **Seller's Closing Obligations.** At such time as the matters disclosed by the Title Commitment and Buyer's conditions to closing are satisfied or waived by Buyer as herein provided, this Agreement shall be fully binding on Buyer and this transaction shall be closed at the office of the Escrow Agent no later than thirty days after Zoning Approvals are awarded or such earlier closing date as Seller and Buyer shall mutually agree ("Closing Date") and Seller shall:
 - i. cause to be delivered to Buyer the Title Policy in the full amount of the Purchase Price issued in accordance with the form of Title Commitment

approved by Buyer during the Title Review Period without any intervening liens, encumbrances or exceptions,

- ii. deliver to Buyer a Warranty Deed ("Deed"), conveying fee simple title to the Property, and
- iii. deliver to Buyer any other documents reasonably required to close this transaction.

B. Buyer's Closing Obligations. Buyer shall, on or before the Closing Date through escrow, deliver to Seller the Purchase Price and any other documents reasonably required to close this transaction,.

C. Escrow Agent's Closing Obligations. On the Closing Date, after causing the filing of the Deed, Escrow Agent shall close this transaction as follows:

- i. Credit Seller and charge Buyer with the Purchase Price deposited in escrow.
- ii. Charge Buyer with and pay to the payee entitled thereto:
 - a. the cost of recording the Deed;

- b. 50% of Escrow Agent's fee; and
 - c. the cost of any title endorsements and loan policy required by Buyer or Buyer's lender, if any.
 - iii. Charge Seller with and pay to the payee entitled thereto:
 - a. 100% of the cost of the title examination, title commitment and Title Policy, except as set forth in Section 7(C)(ii)(c) above;
 - b. 50% of Escrow Agent's fee; and
 - c. 100% of the transfer taxes and/or conveyance fees.
 - iv. Credit Buyer and charge Seller with a prorated amount of real estate taxes and assessments, if any, based upon the customary method of proration in DuPage County, provided that Seller shall pay all past due taxes and assessments, if any.
 - v. Immediately following the Closing Date, Escrow Agent shall deliver the funds and documents as follows:
 - a. to Seller, the funds and to Seller's attorney, the documents due Seller together with duplicate copies of the escrow statement, and
 - b. to Buyer (or Buyer's attorney, if Buyer is represented by legal counsel), the documents due Buyer together with duplicate copies of the escrow statement.
8. Possession. Buyer shall have possession of the Property at closing.
9. Indemnity.
- A. By Purchaser. Purchaser shall indemnify, defend and hold Seller harmless from and against: i) any and all losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees, arising out of or in any way related to any activities upon the Property on or after the Closing Date.
 - B. By Seller. Seller shall hold harmless, indemnify and defend Purchaser from and against: (i) any and all third party claims, debts and liabilities affecting or related to the Property or the ownership or operation thereof and arising during or applicable to the period prior to the Closing Date; (ii) any and all obligations, claims, debts, liabilities and damages resulting from any inaccuracy in or breach of representation or warranty of Seller or non-fulfillment of any covenant to be performed or complied with by Seller under this Agreement, (iii) any and all third-party claims debts, liabilities and damages applicable to the period prior to the Closing date, and (iv) all costs and expenses, including reasonable attorneys' fees, incurred by the Purchaser as a result of such claims.
 - C. Generally. Each indemnification under this Agreement shall be subject to the following provisions: The indemnitee shall notify indemnitor of any such claim

against indemnitee within thirty (30) days after it has written notice of such claim, but failure to notify indemnitor shall in no case prejudice the rights of indemnitee under this Agreement unless indemnitor shall be prejudiced by such failure and then only to the extent of such prejudice. Should indemnitor fail to discharge or undertake to defend indemnitee against such liability within fifteen (15) business days after the indemnitee gives the indemnitor written notice of the same, then indemnitee may settle such liability, and indemnitor's liability to indemnitee shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including attorneys' fees, incurred by indemnitee in effecting such settlement. The obligations set forth in this Section 9 shall survive the Closing for a period of one year or earlier termination of this Agreement until December 31, 2016.

10. General Provisions.

A. Notices.

- i. All notices, elections, consents, demands and communications shall be in writing and delivered personally or by registered or certified mail, return receipt requested, postage prepaid or by any nationally recognized overnight courier service addressed to the other Party at their address first stated in this Agreement. Copies of notices shall be sent to the Attorneys for the respective Parties, if identified on the signature page. Either Party may, by written notice to the other, change the address to which notices are to be sent.
- ii. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch, station or depository maintained by the U.S. Postal Service or the overnight courier service within the United States of America, except that a notice of a change of address shall be deemed given when actually received. Seller's affidavit of the date and time of deposit in a mailbox or with the overnight courier service or the postmark, whichever is earlier shall constitute evidence of the effective date when the notice has been given.

B. Entire Agreement. This Agreement, together with the attached Exhibits, contains all of the terms and conditions of the Agreement between the Parties, and any and all prior and contemporaneous oral and written agreements are merged herein. The Exhibits attached to this Agreement are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth at length in this Agreement.

C. Modifications and Waivers. This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any Party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the Party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

D. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

- E. Interpretation. Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or Exhibits hereto.
- F. Benefit of Property. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.
- G. Survival. The warranties, representations and covenants made herein shall survive the closing and delivery of the Deed.
- H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- I. Condemnation. If before the closing, any of the Property is condemned under the power of eminent domain, is the subject of a threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within five (5) business days of its occurrence. Buyer shall within five (5) business days of the notice have the option of (a) proceeding with the closing (without any reduction in the Purchase Price) and receiving the award or condemnation payment (or an assignment thereof, if the same is not received by closing), or (b) canceling this Agreement, and the parties shall have no further obligations hereunder except those provisions that expressly survive.
- J. Assignment. Buyer shall not have the right to assign this Agreement without the prior written consent of Seller. Notwithstanding the foregoing, if this Agreement is assigned by Buyer hereunder, Buyer shall remain jointly and severally liable, along with the assignee, for Buyer's obligations under this Agreement. This Section 9(J) shall survive the closing or termination of this Agreement.
- K. Like Kind Exchange. The parties acknowledge that both Purchaser and Seller may desire that this transaction constitute a tax deferred exchange within the meaning of Section 1031 of the Internal Revenue Code. Provided there is no cost, expense or liability imposed upon the non-requesting party, and the non-requesting party is not required to take title to any other property, then each party agrees to execute any and all additional documentation that may be reasonably necessary to assist the requesting party in concluding this transaction as part of a tax deferred exchange. In no event shall any such tax deferred exchange result in any delay in the Closing.

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands at the place and date set forth beneath their respective signatures.

Seller:

Village of Glen Ellyn

By: 

February 22, 2016

Seller's Attorney:

Escrow Agent/Title Company:

First American Title Insurance Company
30 N. LaSalle Street, Suite 2220
Chicago, IL 60602
Telephone: 312-750-6780
Fax: 866-425-8271
Email: escrow.chicago.il@firstam.com

Buyer:

True North Energy, LLC

By: True North Holdings, Inc., its Member

By: 

W. G. Lyden, III, CEO

MARK E. LYDEN, Assistant

February 24, 2016

Buyer's Attorney:

Patricia G. Lyden, Esq.
Lyden, Chappell & Dewhirst, Ltd.
5565 Airport Highway, Suite 101
Toledo, OH 43615
Telephone: 419/867-8900
Fax: 419/867-8909
Email: pgl@lydenlaw.com



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

Meeting: 05/01/17 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Ordinance
Prepared By: Meredith Hannah

SCHEDULED

ORDINANCE 6501

DOC ID: 2698

Ordinance No. 6501-VC, An Ordinance to Amend the Liquor Control Code Chapter 19 of Title 3, Section 12 (Restriction on Number of Licenses) of the Village Code, to Increase the Number of Permitted Class D-3 Liquor Licenses.

Background

The Village received an application from True North LLC for a liquor license for a proposed new gas station and convenience store to be located at 825 N. Main Street. This business is in Community Commercial Zoning District. This gas station/convenience store is requesting a Class D-3 liquor license. A Class D license is effective between the hours of nine o'clock (9:00) A.M. and twelve o'clock (12:00) midnight, Monday through Saturday and between the hours of ten o'clock (10:00) A.M. and twelve o'clock (12:00) midnight on Sunday.

The owners have submitted paperwork to process their request. The fingerprinting, background search and fees will be completed prior to the issuance of the liquor license to the business.

Each request is reviewed independently and processed accordingly. Any additions or reductions in the number of liquor licenses in the Village requires the Village Board to approve an Ordinance.

Action Requested

Approve the Ordinance to increase the number of Class D-3 liquor licenses from (2) two to (3) three.

Ordinance No. _____ - VC

**An Ordinance to Amend the Liquor Control Code
Chapter 19 of Title 3, Section 12
(Restriction on Number of Licenses)
of the Village Code of Glen Ellyn, Illinois,**

to Increase the Number of Permitted Class D-3 Liquor Licenses

Whereas, the Village of Glen Ellyn is an Illinois home rule municipal corporation; and

Whereas, the Village, pursuant to the Illinois Liquor Control Act, 235 ILCS 5/1-1 et seq., and its home rule powers, has established various classes of liquor licenses for the retail sale of alcoholic liquor in the Village and the number of permitted licenses within each class, as set forth in Chapter 19 of Title 3 (Liquor Control Code) of the Village Code of the Village of Glen Ellyn; and

Whereas, the President and Board of Trustees of the Village of Glen Ellyn deem it to be in the best interest of the Village to periodically review and update the liquor control ordinance of the Village as well as to, when appropriate, change the number of permitted liquor licenses in various classifications; and

Whereas, the President and Board of Trustees have determined that it is in the best interest of the Village to increase by one the number of permitted Class D-3 liquor licenses which authorizes the retail sale of beer and wine on the specified premises, as an adjunct to a gas station/convenience store business, to establish a liquor license for True North, located at 825 N. Main Street contingent upon completing all liquor license requirements and opening for business and;

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

Section One: The findings of fact and conclusions set forth hereinabove are hereby adopted by the President and Board of Trustees as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Chapter 19 of Title 3, Section 12 of the Glen Ellyn Village Code (Liquor Control Code) is hereby amended so that reference to Class D-3 within this Section shall henceforth read as follows:

Class D-3 No more than 3

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 _____.

Ayes:

Nays:

Absent:

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

Village President

Attest:

Ordinance 6501

Meeting of May 1, 2017

Village Clerk

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



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

Meeting: 05/01/17 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Agreement
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 2697)

DOC ID: 2697

Authorize the Village Manager to execute a lease agreement with the Forest Preserve District of DuPage County for the leasing of maintenance property at Churchill Woods and certain property commonly known as the McKee House property subject to final attorney review.

Summary

As part of the search 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. 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. At the April Workshop, the Village Board directed staff to finalize an agreement and proceed ahead with this plan. The only change to the basic lease terms was requested an extension of six months towards the time to fundraise and develop a plan for the McKee structures.

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. This independent group would be responsible for all aspects of 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. The Lease Agreement is attached. 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. All structures would

- have to be demolished at the end of the lease, if the lease is not renewed.
- ☐ The Village is responsible for all aspects of property including snow plowing, parking lot improvements, etc. (Does not include snow plowing access to the gas pumps.)
 - ☐ 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 October 1, 2019 AND restore and get a occupancy permit by October 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 October 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:

<u>St. Charles Fleet Facility-Potential Lease Agreement</u>		
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 Demolition	\$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

Staff recommends approving this lease agreement with the Forest Preserve District of DuPage County subject to final attorney review.

ATTACHMENTS:

- Forest Preserve District Lease Agreement-Final PDF-2017-04-29 (PDF)

A LEASE AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT
OF DUPAGE COUNTY AND THE VILLAGE OF GLEN ELLYN PROVIDING
FOR THE LEASING OF MAINTENANCE BUILDING PROPERTY AT CHURCHILL
WOODS AND CERTAIN PROPERTY COMMONLY KNOWN
AS THE MCKEE HOUSE PROPERTY

THIS LEASE AGREEMENT is made and entered into by and between the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, ILLINOIS, and a body corporate and politic, hereinafter referred to as "District," and the Village of Glen Ellyn, an Illinois municipal corporation, hereinafter referred to as "Village".

WITNESSETH:

WHEREAS, the District is the owner of the *Maintenance Building Property*, which includes paved areas, at Churchill Woods Forest Preserve more fully depicted in Exhibit 1 which is attached hereto; and,

WHEREAS, the District is the owner of certain property commonly known as the *McKee House Property*, which includes paved areas, at Churchill Woods Forest Preserve, more fully depicted in Exhibit 2 which is attached hereto and incorporated by reference; and,

WHEREAS, the properties contain structures consisting of the *McKee House*, administrative building and pump house; and,

WHEREAS, because the District has no need for those structures, it was intended that the structures either be sold or demolished in accordance with District policy; and,

WHEREAS, the Village expressed an interest in leasing certain structures at Churchill Woods; and,

WHEREAS, the District and Village are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act. 50 ILCS 605/1(c) (hereinafter the "Transfer Act"); and,

WHEREAS, Section 3.1 of the Transfer Act authorizes a municipality, upon a two-thirds vote, to lease its real property, or any portion thereof, to another municipality for such uses and upon such terms and conditions as may be agreed to by the corporate authorities of the respective municipalities; and,

WHEREAS, in accordance with Section 2 of the Transfer Act, the Village has, pursuant to a duly passed ordinance, declared that it is necessary and convenient to use and occupy the property hereinafter described for public purposes; and,

WHEREAS, the District's Board of Commissioners has determined that it is reasonable, necessary and in the public interest and welfare to lease the *McKee House Property* and the adjacent *Maintenance Building Property* to the Village, subject in the terms and conditions set forth herein; and,

WHEREAS, the parties are authorized to enter into this Agreement under the authority conferred by article VII, Section 10, of the Illinois Constitution of 1970 and the Transfer Act.

WHEREAS, the Village will at its own expense demolish the existing structures when their lease is terminated and restore the land to the reasonable satisfaction of the District's Executive Director.

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

1.00 INCORPORATION OF PREAMBLES

1.01 Incorporation of Preambles: The preambles set forth above are incorporated herein and made a part hereof.

2.00 LEASE GRANTED

2.01 Lease Granted: The District hereby grants the Village a lease to enter upon, occupy, use develop and maintain the property described in Section 2.02 (said property hereinafter referred to as the "*Lease Premises*" for the storage of Village materials, salt, vehicles in the possession of the Village and equipment (Exhibit 1) and for educational, art, recreational, and cultural purposes associated with the operation of the *McKee House Property* (Exhibit 2). The District will allow overflow parking on its parking lots for events held at the McKee House.

The *Lease Premises* shall not be used for any other purpose unless prior written approval is obtained from the District's Board of Commissioners under a duly approved amendment of this Agreement. The Village may improve the maintenance building property per 2.01, but no other buildings, structures or any other improvements of any nature shall be constructed, installed, or placed upon the Lease Premises without written permission of the District.

2.02 Lease Premises: The *Lease Premises* shall consist of the structures and all paved areas, except the fuel station island, pumps and associated equipment, located on the leased property as of the date of this Agreement as shown on Exhibit 1 and Exhibit 2.

2.03 Condition of the Lease Premises: The Village acknowledges that it has inspected the *Lease Premises*, that it knows the condition thereof, and that it accepts the same in "AS IS" condition. The Village further acknowledges that the District has made no representations or warranties concerning the condition of the *Lease Premises*. The

Village shall be solely responsible for making such repairs and improvements to the *Lease Premises* as may be necessary for its intended use as described in Section 2.01 and for taking such action as may be required to ensure that the *Lease Premises* and improvements located or constructed thereon fully comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the Americans with Disabilities Act of 1990. The Village shall also maintain the *Lease Premises* and improvements in a good, clean and safe state of repair and shall promptly correct or repair any condition which endangers the safety or welfare of any person working or entering upon the property. The parties agree that the District shall have no obligation of any kind concerning the condition or safety of the *Lease Premises* or the maintenance or repair thereof, except for damage caused by the District or its Licensee.

2.04 Lease Term: This Agreement shall be for a term of 50 years commencing April 1, 2019, for the *McKee House Property* and upon vacation by the District of the *Maintenance Building Property*, but no later than April 1, 2019. The District shall indicate in writing when they vacate the Maintenance Building and thereby when the lease commences.

2.05 Payment: The Village shall pay the District \$1.00 per year for the use of the *Lease Premises*, it being understood and acknowledged between the parties that the Village's commitment to assume all responsibility for the *Lease Premises*, including, but not limited to all maintenance, repairs and improvements, serves as additional compensation to the District.

2.06 Transfers: The Village shall not enter into any sublease or license agreement concerning the *Lease Premises* or in any other manner permit the *Lease Premises* to be utilized by any individual, group, association, corporation, not-for-profit organization or

other entity other than the Glen Ellyn Park District, College of DuPage, and Glen Ellyn Historical Society (Hereinafter "Village") without the written consent of the District. Additionally, the Village shall not in any other manner sell, assign or otherwise transfer its interest under this Agreement without the written consent of the District.

3.00 VILLAGE RIGHTS

3.01 Restoration: It is the intent of this Agreement that the Village shall be solely responsible for performing all restoration, maintenance repairs, improvements and other work in the *Lease Premises* (hereinafter collectively referred to as the Improvements") that are necessary for the use and operation of the property for the purpose specified in Section 2.01, all at no cost to the District. The Village will not be responsible for any soil conditions at the McKee House or Maintenance Building property that preexisted this Lease.

3.02 Parking: The Village shall submit to the District, for its review and approval, the proposed grading and drainage plan related to the repaving of the parking lot in order to enable the District to determine the impact to its surrounding property and to evaluate stormwater flow and detention. The Village shall provide the District with the proposed grading and drainage plan at least 30 days prior to letting the project for bid or prior to beginning any work on the parking lot if the project is not let for bid. If additional area is authorized by the District, the Village shall comply with all applicable laws, rules and regulations.

a. The Village shall also be responsible for ice and snow removal necessary for the Village use and operation of the *Lease Premises*, but not the access to, or District's gas pump area.

b. The parking lot as well as any walks constructed by the Village, shall be available for use by the District and by the general public as a mean of gaining access to the adjacent Churchill Woods Forest Preserve.

3.03 Admission Fees: The Village, or the entity leasing the McKee House Property pursuant to Section 2.01 above, may charge admission or service fees for its programs and for other functions held on the *Lease Premises*. In connection therewith, the Village may charge "non-resident" rates in accordance with its customary practice involving other Village programs and activities.

3.04 Signs: The Village may erect appropriate signs on the *Lease Premises* necessary for the operation of the *Lease Premises*, provided prior written approval therefor is obtained from the District's Executive Director. The Village shall pay the costs related to the erection and maintenance of any such sign. The District, after consultation with the Village, may also erect such signs on the *Lease Premises* as the District deems necessary for the operation of the areas adjacent to the *Lease Premises*. All signs shall be maintained by the party who erected or caused to be erected each sign. In addition, the Village may, with written approval of the District's Executive Director, erect and maintain a special events announcements sign at a mutually agreed upon location. The District reserves the right, after timely notification, to remove from any sign erected by the Village information that is either out of date or unsightly in appearance. All entrance signs installed by the Village shall identify the District as the owner of the property and the cooperative arrangement involving the leasing of the *Lease Premises*.

3.05 Alarm System: The Village may, at its expense, install and maintain systems designed for the purpose of protecting the *Lease Premises* from fire, theft, and burglary.

Expense for maintaining or repairing the alarm system and equipment, or any false alarm charges related hereto, shall be paid by the Village.

3.06 Grants: The Village shall notify the District in writing before applying for any grant pertaining to the *Lease Premises* and shall provide the District with such information as may be necessary for the District to independently determine how the grant will affect the District. All grants are subject to final approval by the District.

4.00 VILLAGE RESPONSIBILITIES

4.01 Schedule of Hours: The Village shall provide the District with a schedule of the Village's normal operating hours for the *Lease Premises* and of any special events that are to be held on the property which are outside the normal operation hours. The Village shall provide written notice of any changes in the aforementioned schedule.

4.02 Compliance with Laws: In operating the *Lease Premises* for the purpose specified herein, the Village shall comply with all applicable federal, state and local laws, rules and regulations, and with all District ordinances, rules and regulations now in force or hereafter enacted. The Village shall obtain from the appropriate regulatory authority all necessary permits or license prior to the beginning of the operation of the *Lease Premises*, the performance of any work described in Section 3.01. Upon request, the Village shall provide copies of all applicable permits to the District.

4.03 McKee House: If fundraising efforts for the *McKee House* generates sufficient funds totaling \$400,000 by October 1, 2019; the Village agrees to pay a lump sum of \$25,000 to assist in the efforts to restore the structures. These funds will not be provided until the construction project is permitted by the Village. If fundraising efforts for the *McKee House* do not raise sufficient funds totaling \$400,000 by October 1, 2019 and the

McKee House structures do not meet all applicable federal, state and local laws, and all District ordinances, rules and regulations and is not occupied by (October 1, 2022), it shall be demolished and the property restored to its natural state both at the Village's sole expense. The Village may repurposed all materials of the McKee House structures as part of the demolition process.

4.04 Disorderly Persons: The Village shall not allow any disorderly person to remain on the *Lease Premises* and shall promptly notify the police to assist in the removal of disorderly person if necessary.

4.05 Illegal Activities: The Village shall not unreasonably permit any illegal activity, of which it has notice, to be conducted upon the *Lease Premises*.

4.06 Maintenance and Repairs: The Village shall be solely responsible for maintaining the *Lease Premises* in a clean, safe and sanitary condition and for performing all maintenance and repairs, including, but not limited to, all structural repairs and maintenance of and repairs to HVAC systems, electrical systems, roofs, foundations, exterior and interior walls and ceilings, sidewalks, entry drives, well or water system, interior and exterior painting, windows, and exterior and interior doors. The Village shall not permit any debris, refuse, offensive matter, or any material or substance constituting a health or fire hazard to remain or accumulate on the *Lease Premises*. In addition, the Village shall perform all snow and ice removal for the *Lease Premises* only, but not the access to, or District's gas pump area.

4.07 Compliance with Regulations: If any of the structures on the Leased Premises do not comply with all state federal, local laws, regulations and codes within five years of the

entry into this Agreement, then the structure(s) will be demolished at the sole expense of the Village and the land returned to its natural state acceptable to the District.

4.08 Utility and Service Charges: The Village shall be responsible for providing and paying for all utility services to the *Lease Premises*, including charges for gas, electric, and refuse removal. All utility and telephone service shall be in the Village's name. The Village waives any and all claims against the District for compensation for loss or damage caused by any defect, deficiency or impairment in any utility, water supply, drainage, waster, well, heating or gas system, or in any electrical apparatus or wire serving the *Lease Premises*.

4.09 Safety: The Village shall be solely responsible for the safety of all persons working on or utilizing the *Lease Premises* and for ensuring that the *Lease Premises* is maintained at all times in a reasonably safe condition. In this regard, the Village shall promptly correct any unsafe condition or practice existing on the *Lease Premises*. The Village shall also fully cooperate with the District in the investigation of any illness, injury or death occurring on the *Lease Premises*, including providing a prompt written report thereof to the District's Executive Director.

4.10 Habitation: The *Lease Premises* shall not be used as a living quarters.

4.11 Damage to Improvements: Subject to the provisions of Section 7.01, in the event any of the buildings situated on the *Lease Premises* or any of the current improvements on the *Lease Premises* are damaged or destroyed in whole or in part, from any cause, the Village shall be solely responsible for all necessary repairs and restoration.

4.12 Construction Activity: During the construction any of the improvements, additional improvements or parking lot authorized by the District under Section 3.01 and 3.02, all

construction activity shall be confined within the boundaries of the *Lease Premises*, including but not limited to, the movement and storage of equipment and materials. All surplus excavated materials and other debris resulting from the work shall be legally disposed of off of District property. No construction personnel shall be permitted outside the *Lease Premises* while engaged in construction activities. In the event the Village, its employees or agents, or any contractor or subcontractor engaged to perform work on the *Lease Premises* causes any damage to trees, shrubs, or other vegetation or landscaping or any improvements lying outside the *Lease Premises*, the Village shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at a current replacement costs as determined by the District for all materials, labor and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair the Village shall pay an additional 15% charge for administrative and supervision expenses.

4.13 The Village is not liable for any pre-existing contamination of the ground for the Leased premises.

5.00 DISTRICT RIGHTS

5.01 Right of Entry: The District and its Licensees may enter upon the *Lease Premises* at any and all reasonable times for the purpose of determining whether the Village is complying with the terms and conditions of the Agreement, and for any other purpose existing at the time of this contract including use of fuel pumps and incidental to the rights of the District under this Agreement.

5.02 Trails and Easements: The District reserves the right to establish trails on the *Lease Premises* and to grant or utilize easements, licenses or rights-of-way over, under, along and across the *Lease Premises* for utilities or for access to any portion of the Churchill Woods Forest Preserve, provided that the District shall exercise such rights in a manner which, if possible, will minimize interference with the operation of the *Lease Premises* for its intended purpose. In the event any action of the District prevents the Village from operating the *Lease Premises* in any or all manners set forth by this Agreement the Village may terminate the Lease and will not be responsible for demolishing structures on any portion of the *Lease Premises*, if the Village has fully complied with all other provisions of the Lease.

6.00 DISTRICT RESPONSIBILITIES

6.01 McKee House: If fundraising efforts for the *McKee House* generates sufficient funds totaling \$400,000 by April 1, 2019; the District agrees to pay a lump sum of \$25,000 to assist in the efforts to restore the structures. These funds will not be provided until the construction project is permitted by the Village.

6.02 Parking: The District agrees to allow the shared use of the parking lot adjacent to the McKee House to meet overflow parking needs as necessary. In addition, the District will not prohibit Village from permanently removing the circle driveway adjacent to the McKee House.

a. The Village shall also be responsible for ice and snow removal for all parking areas included in the lease premises. Village may elect not to plow the McKee house circle driveway at their discretion.

b. The parking lot as well as any walks constructed by the Village, shall be available for use by the District and by the general public as a mean of gaining access to the adjacent Churchill Woods Forest Preserve.

6.03 Annexation: The District expressly agrees pursuant to 70 ILCS 805/503 agrees to the annexation of property contiguous to Glen Ellyn up to and including the lease structures by April 1, 2019. This would include annexing two parcels as shown on Exhibit 3. The District will execute and file the necessary annexation petition and provide proof of ownership and a legal description of the property to be annexed upon request of the Village. The Village will select legal counsel for annexation and be responsible for all legal costs.

7.00 INDEPENDENT CONTRACTOR

7.01 Independent Contractor Insurance and Indemnification: If any work not involving an emergency or routine maintenance is performed by an independent contractor on the *Lease Premises*, the Village shall, prior to letting the work for bid or prior to the commencement of such work, whichever is earlier, notify the District in writing of the nature of the work and obtain from the independent contractor such insurance coverage and indemnification as the District deems reasonable necessary for its protection.

7.02 Foreclosure: The Village shall defend, indemnify and hold harmless the District from all damages, suits, liabilities, costs, and expenses, in law or equity, including reasonable attorney fees, arising from any action brought by a mechanic, laborer or materialman in an action for foreclosure of mechanic's liens filed upon the *Lease Premises* as a result of the performance of labor or provision of materials thereon at the request of the Village. In the event a judgement 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.

8.00 DESTRUCTION OF THE *LEASE PREMISES*

8.01 Election by the Village: If one or more of the buildings on the *Lease Premises* are totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder or any other cause or casualty so as to prevent the Village from utilizing the *Lease Premises* for the purposes specified in Section 2.01, the Village may, at its option, terminate this Agreement. If the Village desires to restore the building or buildings, this Agreement shall continue in full force and effect. The District shall not be responsible for any restoration or repair costs whatsoever resulting from the total or partial destruction of any buildings.

8.02 The Village is not liable for any pre-existing contamination of the ground for the Leased premises.

9.00 INSURANCE

9.01 General Requirements: Except as otherwise provided, the Village or any subleasee shall procure, maintain and keep in force for the term of this Agreement policies of property, liability and 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 District. The policies to be provided and maintained by the Village are as follows:

- (a) Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit: \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of

commercial general liability insurance shall provide coverage for all liability for bodily injury, sickness, death and property damage arising from activities conducted on the *Lease Premises* and shall include coverage for contractual liability for the obligations assumed by the Village under Section 6.01. The commercial general liability insurance shall include an endorsement naming the District as an additional insured.

(b) Commercial automobile liability insurance with limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit covering the Village's owned, non-owned and rented vehicles.

(c) Umbrella/Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella/Excess insurance shall provide coverage in excess of the insurance specified in subsections (a) and (b) above and shall either include an endorsement naming the District as an additional insured or provide "following form" coverage.

(d) Property insurance providing coverage against fire and extended coverage perils for all of the buildings on the *Lease Premises*. The property coverage shall cover losses on a replacement cost basis.

(e) Workers' compensation and employer's liability insurance, including coverage for occupational diseases, covering all the Village's employees who perform work on the *Lease Premises*. Limits for workers' compensation shall be those required under the applicable workers' compensation statutes for the State of Illinois. Limits for the employer's liability coverage shall be not less than \$500,000 each accident/injury; \$500,000 each employee/disease \$500,000 policy limit.

The limits specified above shall apply during the first five years of this Agreement. Thereafter, the District shall annually have the right to revise the limits as it deems reasonably necessary for its protection.

9.02 Evidence of Insurance: The Village shall furnish to the District two copies of a Certificate of Insurance for each of the coverages specified in Section 9.01. In addition, when requested the Village shall furnish copies of the actual policies and endorsements showing the coverages enumerated herein to be provided by the Village. 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 or companies to the District.

9.03 Hold Harmless: The Village shall defend, save, keep and hold harmless the District, its elected officials, officers, employees, agents, engineers and consultants, from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity, including the officers, employees and agents of the Village or its subconsultants, or the elected officials, officers, employees, agents, engineers and consultants of the District, as a result of bodily injury, sickness, disease, death or property damage allegedly arising out of or any manner connected with, directly or indirectly, the Work to be performed under this Contract, whether performed by the Village, its employees, agents or sub-consultant, when such bodily injury, sickness, disease, death or property damage is allegedly caused by an act or omission to act on the part of the Village, its employees, agents or sub-consultant, that constitutes, without limitation, negligence or intentional infliction of harm. In the event any person obtains a judgment or settlement against the District or any of its elected officials, officers,

employees, agents, engineers or consultants by reason of any of the aforementioned acts or omissions on the part of the Village or its employees, agents or sub-consultants, the Village shall indemnify the District in the amount of said judgment or settlement and for all costs and expenses related thereto that may be incurred by the District, including, without limitation, reasonable attorney and expert witness fees. Nothing in this Section shall preclude the District or its elected officials, officers, employees, agents, engineers or consultants from electing to defend any claim or cause of action through the use of their own attorneys and experts, provided that written notice thereof is promptly served upon the Village. In such case, the Village shall, in addition to providing indemnification for any settlement or judgment as set forth above, pay all costs and expenses incurred in the defense of the claim or cause of action, including, without limitation, reasonable attorney and expert witness fees. The Village's obligation to defend, hold harmless and indemnify the District as set forth in this Section shall survive the expiration or termination of the Contract.

9.04 Operation of Lease Premises: Operation of the *Lease Premises* shall not commence until the Village has complied with the aforementioned insurance requirements, and shall be suspended during any period that the Village fails to maintain said policies in full force and effect. Additionally, in the case of the Village's failure to maintain the required insurance coverages the District may, at its discretion, either terminate this Agreement or procure such insurance and pay all premiums in connection therewith, and may thereafter charge said premiums to the Village. The Village shall pay the bill submitted by the District within 10 days of service thereof as provided for in Section 16.01.

9.05 Risk Management Pool: The Village's participation in a risk management pool which provides coverage in the amounts specified in Section 9.01 (or the amounts which may be established annually by the District) shall constitute an acceptable substitute for the insurance coverages herein, provided that the Village furnishes written evidence of its participation.

10.00 DISCRIMINATION PROHIBITED

10.01 Equal Opportunity: In operating the *Lease Premises*, the Village shall comply with the provisions of the Illinois Human Rights Act, 775 ILCS 5/1-01 *et seq.*, and with all rules and regulations established or enacted by the Department of Human Rights. The Village further agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work or service of any kind by, for or on its behalf with respect to the operation of the *Lease Premises* on the grounds of unlawful discrimination as defined in the Illinois Human Rights Act.

10.02 ADA Compliance: In operating the *Lease Premises*, the Village shall comply with all applicable provisions of the American with Disabilities Act of 1990, and the rules and regulations related thereto. The Village shall be responsible for ensuring structural compliance with the American with Disabilities Act.

11.00 TERMINATION

11.01 For Cause: The District shall have the right to terminate this Agreement for cause if the Village fails to comply with any provision in Section 4.00 *et seq.* In the event of a default, the Village shall have 30 days following the effective date of service of the District's notice of default within which to cure the violation. If the Village fails to cure the default to the District's satisfaction within said 30-day period, this Agreement shall

automatically terminate, and the District shall have the right to rent the *Lease Premises* without notice or process of law and take possession thereof, including any improvements constructed or installed by the Village.

11.02 Waiver: A waiver by the District of any default of one or more of the terms of this Agreement on the part of the Village shall not constitute a waiver of any subsequent or other default of the same or other term, nor shall the failure on the part of the District to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or stopping the District from enforcing full compliance with the provisions herein. No delay, failure or omission of the District to reenter the *Lease Premises* or to exercise any right, power, privilege or option arising from any default shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such default or as a relinquishment of any right. No option, right, power, remedy or privilege of the District shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges and remedies given the District under this Agreement and by law shall be cumulative.

12.00 EVENTS OF DEFAULT

12.01 Abandonment: The unauthorized abandonment or vacation of the *Lease Premises* by the Village for more than 30 days in any 45-day period during the period of scheduled operations.

12.02 Failure to Maintain: The failure on the part of the Village to maintain the *Lease Premises* in a clean, sanitary and safe state of repair where such condition continues for more than 30 days after written notice from the District's Executive Director specifying the violation and/or environmental concerns. When the *Maintenance Building* is not compliant

with Section 2.01 for more than 90 days the Village shall demolish the structure and restore the land to its natural state at the Village's sole expense.

12.03 Discrimination: A determination by the appropriate state or federal regulatory agency that the Village has engaged in unlawful discrimination in violation of state or federal laws where action to correct or mitigate the violation is not promptly taken. Such corrective or mitigation action shall be suitable to the regulatory agency making a finding of discrimination.

12.04 Failure to Perform: The failure of the Village to keep, perform and observe all other promises, covenants and conditions set forth in this Agreement, including, but not limited to, the failure to construct the Improvements to bring all buildings into compliance with federal state and local laws, rules and regulations.

12.05 Revocation of Occupancy Permit: Revocation by the applicable regulatory authority of the certificate of occupancy for the *Lease Premises* because of a defect which cannot be cured by the Village within a reasonable time.

13.00 SURRENDER

13.01 Restoration of Lease Premises: Except as provided in Section 5.02, the Village shall demolish and remove the *McKee House, Maintenance Building* or any other structure and the parking lot and all other additional improvements constructed or installed by the Village on the *Lease Premises* and shall restore the *Lease Premises* to a natural area acceptable to the District when the Lease for that structure or those structures is abandoned or the Lease is terminated. All costs associated with the demolition and restoration work shall be paid by the Village.

13.02 Vacation of Lease Premise: If either (a) this Agreement is terminated by the Village for cause due to a default on the part of the Village as specified in Section 11.00; (b) the Village determines not to seek a renewal of this Agreement for an additional term at the expiration of the original term of this Agreement; or (c) the Village elects to renew this Agreement for an additional term and that term expire, the Village shall promptly vacate the *Lease Premises*.

14.00 INTERPRETATION

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

15.00 ENFORCEMENT

15.01 Responsibility: The District's Executive Director shall be responsible for the enforcement of this Agreement on behalf of the District and shall be assisted therein by such officers and employees of the District as the Executive Director deems necessary.

16.00 ATTORNEY FEES AND COSTS

16.01 Recovery of Costs: In the event the District is required to institute any proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all its costs and expenses incurred in connection with said proceeding or action including, but not limited to, reasonable expert witness and attorney fees.

17.00 NOTICES

17.01 Requirements: All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified

or registered mail, return receipt requested, property addressed with postage prepaid. Notices served upon the District shall be directed to the Executive Director, Forest Preserve District of DuPage County, 3S580 Naperville Road, Wheaton, Illinois 60187. Notices served upon the Village shall be directed to the Village Manager, Village of Glen Ellyn, 535 Duane Street, Glen Ellyn, Illinois 60137. Notices served personally shall be effective upon receipt and notices served by mail shall be effective upon receipt as verified by the United State Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this section.

18.00 RECORDATION

18.01 Filing with Recorder of Deeds: The Village may, at its cost, record this Agreement in the Office of the Recorder of Deeds, DuPage County, Illinois. The Village shall provide the District with a copy of the recorded document.

19.00 ENTIRE AGREEMENT

19.01 Integration: The provisions set forth herein constitute the entire agreement between the parties for the leasing of the *Lease Premises* and supersede any prior representations, promises or agreements, whether oral or written, as it is the intention of the parties to provide for a complete integration within the terms of this agreement.

19.2 Modifications: This Agreement may be modified only by further written agreement specifically referring to this section. Any such modification shall not be effective unless duly approved by the corporate authorities of each party.

19.3 Execution: This Agreement shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have entered into this Lease Agreement as
of the ____ day of _____, 2017.

Forest Preserve District of DuPage County
3S580 Naperville Road
Wheaton, IL 60187-8761

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

President

President

Attest

Attest

Churchill Woods Improvements - Maintenance Building Property



- Legend**
-  Fuel Pump & Fuel Related Infrastructure (which are specifically excluded from the lease)
 -  Stone Access Drive (not part of lease)



Churchill Woods Improvements - McKee House Property

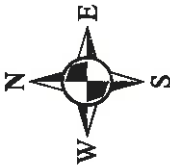


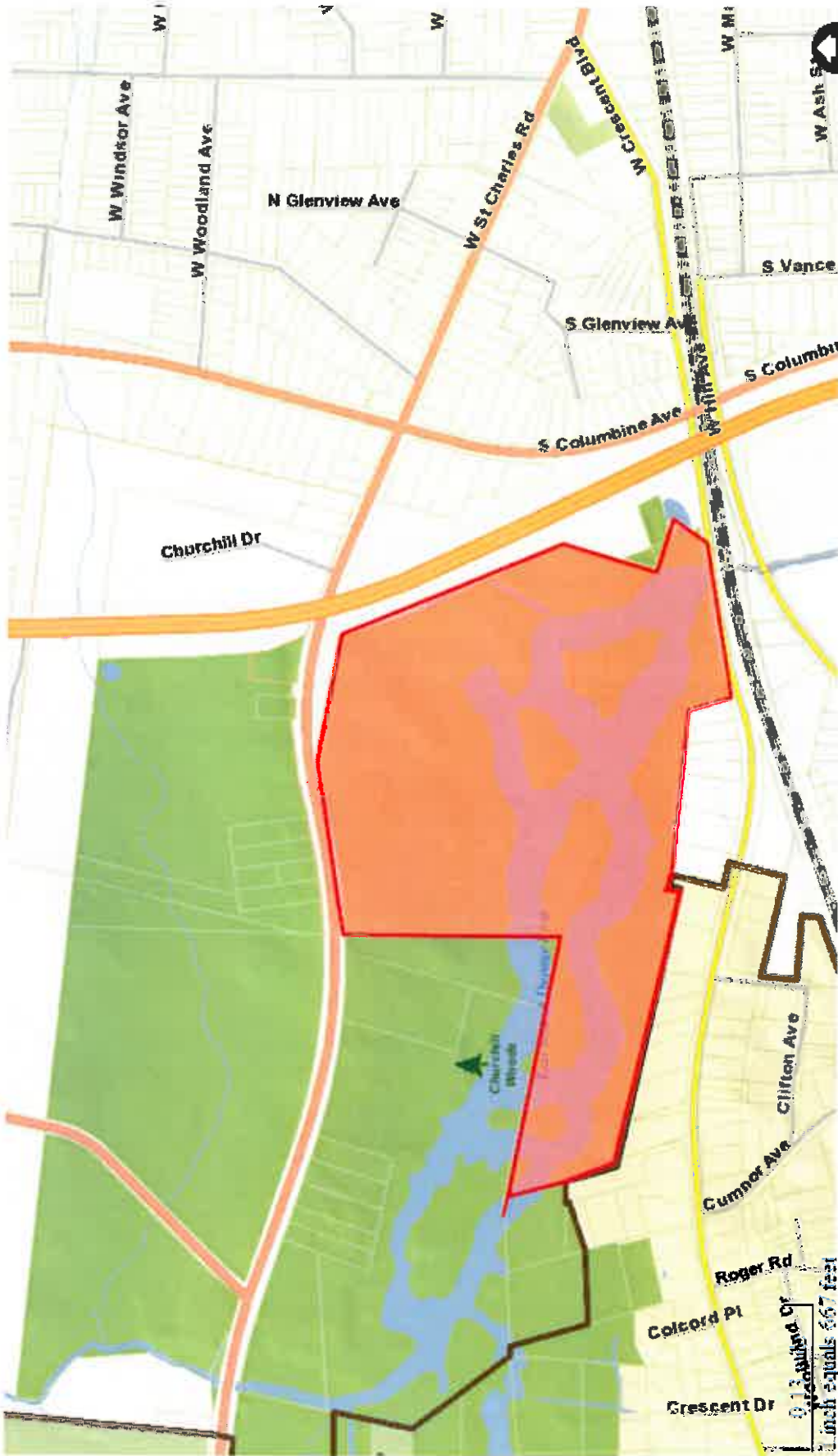
Exhibit 2



Exhibit #3



Forest Preserve Annexation Area



Map created on April 17, 2017.
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