Agenda
Village of Glen Ellyn
Regular Village Board Meeting
Monday, February 26, 2024
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

Meeting Procedures Statement

Visitors are most welcome to attend all meetings of the Village Board and can find copies of the Agenda at the meeting 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. Pledge of Allegiance

C. Roll Call

D. Audience Participation

1) Open:

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

E. 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 which have been reviewed by the Management Team and Village Attorney and are consistent with the Village's purchasing policy (Trustee Thompson)

1) Authorize the Village Manager to execute a contract for 2024-2026 Landscape Maintenance Services for an amount not to exceed $284,676.00 and a contract for the 2024-2026 Alternate Bid for Parkway Restorations in an amount not to exceed $28,605.00 to City Escape Garden and Design of Chicago, IL (Public Works Director Buckley)

2) Authorize the Village Manager to execute a Change Order in an amount not to

exceed $180,000 for construction services to the current contract for Construction, Inc. of Lombard and a Change Order in an amount not to exceed $34,000 for design fees to the current contract for KTGY Group, Inc. of Chicago related to scope modifications to the renovation project at the Village Links/Reserve 22 Clubhouse to be expensed to the Village Links Cash Reserves (General Manager Vesevick)

F. Approval of a Purchase and Sale Agreement with Full Circle Communities, Inc. concerning the property commonly known as 640 Taft Avenue (Manager Franz) (Trustee Fasules)

1) Motion to Approve Ordinance No. 7094, an Ordinance authorizing the approval of a Purchase and Sale Agreement with Full Circle Communities, Inc. concerning the property commonly known as 640 Taft Avenue, Glen Ellyn, Illinois

G. Other Business

H. Reminders

1) Village Board Special Workshop Monday, March 4, 2024 at 7 pm

2) Village Board Meeting Monday, March 11, 2024 at 7 pm

I. Adjourn

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

Meeting 2/26/2024 7:00 PM
Department: Public Works
Department Head: Dave Buckley
Category: Contract
Prepared By: Maxwell Brown

AGENDA ITEM (ID # 2024-111)

DOC ID: 2024-111

Authorize the Village Manager to execute a contract for 2024-2026 Landscape Maintenance Services for an amount not to exceed $284,676.00 and a contract for the 2024-2026 Alternate Bid for Parkway Restorations in an amount not to exceed $28,605.00 to City Escape Garden and Design of Chicago, IL (Public Works Director Buckley)

Statement of the Issue:
The Village of Glen Ellyn currently manages a total of 62 properties where some level of landscape maintenance is required. Fifty-six of those sites are maintained by a contractor. Use of a contractor has proven to be cost-effective while completing areas in a timely manner. The maintenance required at these sites makes it ideal to delegate to a contractor because it is labor-intensive yet easy to oversee and evaluate performance. Public Works has spent time establishing the level of services at each contracted site so that excellent conditions are maintained throughout the season. The Forestry Division continues to maintain sites where portions are behind security fencing and a select few other sites to maintain quality and reduce contract costs. Due to the large number of sites, the Landscape Maintenance contract allows Public Works staff to focus their efforts on other tasks such as tree pruning, removals, stump grinding, flower watering, etc. The Forestry Division would simply not be able to maintain current levels of service at each site without sacrificing service in another area.

In addition to the Landscape Service Maintenance contract, Public Works also sought separate pricing for an Alternate Bid of Parkway Restorations. By presenting these services for bid separately from the main contract, we utilized the opportunity to acquire bids from a wider range of landscape contractors and leverage economies of scale to receive the lowest cost to the village. The alternate bid of parkway restorations will be used to restore areas back to grass after our stump grinding operations.

Analysis:
The previous Landscape Maintenance contract ended on November 30, 2023. That contract consisted of 51 service sites divided into 24 sites requiring basic service and 27 sites requiring enhanced services. Basic service is mowing and weed whipping. Enhanced services include basic services with any combination of these additional services: Spring/Fall Cleanup, mulching, aeration, shrub trimming, weeding, and fertilization/weed applications. Public Works staff evaluated the maintenance needs of each site in preparation of the 2024-2026 Landscape Maintenance Service

Contract and determined if there were changes needed to the services provided. This exercise resulted in levels of service being adjusted slightly. Throughout the length of the contract, a property may be added or deleted, depending on ownership or maintenance needs. In the 2024-2026 contract, there are now 56 total sites, with 22 of those sites requiring basic maintenance and 34 receiving enhanced services. Four of these sites were alternate bids on the previous contract but are now included in the base bid on an "as requested" basis.

In addition to being advertised publicly in the Daily Herald, Bids packets were sent directly to 37 contractors. The chart below shows the nine (9) contractors who submitted bids for the "Landscape Maintenance Services" contract and seven (7) contractors who submitted pricing for the Alternate Bid-Parkway Restorations (lowest bid highlighted in yellow).

Contractor Name	2024 Total	2025 Total	2026 Total	Grand Total- 3 Year	Alternate Bid: Parkway Restorations
Alan, LLC	$105,898.00*	$105,898.00*	$105,898.00*	$317,694.00*	$118,101.00
Apex Landscaping	$189,738.04	$195,430.18	$201,293.09	$586,461.31	$83,026.50
Atrium Landscape Management	$240,264.00	$240,264.00	$240,264.00	$720,792.00	N/A
Beary Landscaping	$97,270.00*	$99,207.00*	$101,198.00*	$297,675.00*	N/A
City Escape Garden and Design	$94,892.00*	$94,892.00*	$94,892.00*	$284,676.00*	$28,605.50
Classic Landscape	$126,571.00	$126,571.00	$126,571.00	$379,713.00	$135,900.00
Mark1 Landscape	$109,450.00	$109,450.00	$113,785.00	$332,685.00	$151,374.00
Ramiro Guzman Landscaping	$185,845.00	$185,845.00	$185,845.00	$557,535.00	$228,844.00
Sebert Landscaping	$133,571.00	$133,571.00	$133,571.00	$400,713.00	$307,890.00

*Indicates math error casued by incorrect formula on Excel spreadsheet that was included in bid packet. PW staff verified numbers for 3 lowest bids and found it did not change lowest bid order. Largest increase from formula error was $5,217.99.

City Escape Garden and Design was the lowest responsible bidder for both the Landscape Maintenance Services Contract and the Alternate Bid of Parkway Restorations. Though contractors were given the option to provide different pricing for each year of the contract, City Escape elected to keep the pricing the same at $94,892.00 per year. The price for the Alternate Bid of Parkway Restorations remained the same in 2024 and 2025 at $9,361.80 per year, with a slight increase in 2026 to $9,881.90 for a 3-year total of $28,605.50.

There are currently 194 sites requiring parkway restoration from tree removals. Additional parkway restoration sites will be added to the list until restorations occur in April – May 2024. Public Works plans to have parkway restorations completed every spring when grass seed germination occurs best. The number of restorations varies year to year based on the number of removals, but the current three-year average is ~365 locations. Public Works will address individual parkway restorations that occur from tree removal during the remainder of the year on an as-needed basis with regard to resident requests.

Budget Impact:

Public Works budgeted a total of $110,050 in 2024 for the base bid of Landscape Maintenance Services across five cost centers (Forestry, History Center; Water, Sewer, and Parking). The requested yearly amount of $94,892.00 across the five cost centers is $15,158.00 below the 2024 budgeted amount. Cost for each funding center per year is 143400-520970 (Forestry) = $57,037.00; 53000-520970 (Parking Fund) = $14,750.00; 50100-520970 (Water) = $5,910.00; 50200-520970 (Sewer) = $5,620.00; 121610-520970 (History Park) = $10,440.00.

Public Works budgeted a total of $17,250.00 for the Alternate Bid of Parkway Restorations. The requested yearly amount of $9,361.80, to be expensed from the General Fund-Forestry (143400-521095), is $7,888.20 below the budgeted amount.

Contribution to Strategic Plan

The Landscape Maintenance Contract helps to achieve Strategic Issue V: Infrastructure by maintaining the landscaping on the majority of village properties.

Action Requested:

Authorize the Village Manager to execute a contract of the 2024 - 2026 Landscape Maintenance Service contract to City Escape Garden and Design of Chicago, IL in a not to exceed amount of $284,676.00 ($94,892.00/year). This is a three-year contract expensed to five cost centers. Cost for each funding center per year is 143400-520970 (Forestry) = $57,037.00; 53000-520970 (Parking Fund) = $14,750.00; 50100-520970 (Water) = $5,910.00; 50200-520970 (Sewer) = $5,620.00; 121610-520970 (History Park) = $10,440.00.

Request the Village Manager to execute a contract of the 2024-2026 Alternate Bid of Parkway Restorations to City Escape Garden and Design of Chicago, IL in a not to exceed amount of $28,605.50; $9,361.80 for 2024, $9,361.80 for 2025, and $9,881.90 for 2026 expensed to the Public Works General Fund-Forestry (143400–521095). The total 3-year amount is under $35,000 and, therefore, does not need Village Board approval. Public Works intends to request the yearly amount from the Village Manager for each of the three years of the contract.

Attachments:

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

Meeting 2/26/2024 7:00 PM
Department: Village Links
Department Head: Jeff Vesevick
Category: Change Order
Prepared By: Jeff Vesevick

AGENDA ITEM (ID # 2024-112)

DOC ID: 2024-112

Authorize the Village Manager to execute a Change Order in an amount not to exceed $180,000 for construction services to the current contract for Construction, Inc. of Lombard and a Change Order in an amount not to exceed $34,000 for design fees to the current contract for KTGY Group, Inc. of Chicago related to scope modifications to the renovation project at the Village Links/Reserve 22 Clubhouse to be expensed to the Village Links Cash Reserves (General Manager Vesevick)

Statement of the Issue:

Consider two change orders: A change order for construction costs in an amount not to exceed $180,000 to the current contract for Construction, Inc. of Lombard and a change order to the current contract for design fees for KTGY Group, Inc. of Chicago in an amount not to exceed $34,000 for upgrades and scope modifications for the renovation project at the Village Links/Reserve 22 Clubhouse to be expensed to the Village Links Cash Reserves.

Analysis:

At the October 9, 2023 Regular Meeting, the Village Board of Trustees approved some significant renovations to the Village Links Clubhouse Kitchen and Pro-shop, including a cosmetic upgrade to the Men's and Ladies Locker Rooms, totaling $379,000. Since no structural changes to the locker rooms were being proposed, the plan was submitted for plan review and permitting without including ADA-accessible locker rooms.

Through the plan review process, staff learned that the Village may be obligated to provide ADA-accessible locker rooms, even though there currently are ADA restrooms in the restaurant area of the facility. The determining factor is the cost of the ADA improvements as part of the total cost of the overall project. After further review, the original plans were eligible to be exempted from the ADA requirements based on the total cost threshold. However, Village management decided to press forward with making the locker rooms ADA accessible as part of this project. Given the current financial position of the overall business, the current condition of the locker rooms, and the fact that improvements to this area of the clubhouse have not been made in decades, staff thought the time was right to make this public building fully ADA accessible.

The new design to include ADA-accessible restrooms/locker rooms will result in more significant structural changes to the existing space, which requires structural, plumbing, flooring, and material additions and upgrades. Two different change orders are necessary to proceed with this project.

- First, a Change Order is required to the current contract with Lombard Construction for an estimated $180,000 in additional construction costs. These additional costs will be added to the original $379,000 contract approved last year for a new total project cost of $559,000.
- Second, these improvements and new plans will increase the architectural services and engineering fees. This Change Order to the current contract for design services with KTGY Group, Inc. of Chicago will not exceed $34,000 in additional costs or $68,000 in total design costs for the entire project.

Given that this is a public building that hosts thousands of visitors each year, creating ADA locker rooms and an overall improved facility is the most beneficial to all.

Budget Impact:
Funds to pay for these upgrades would come directly from Village Links/Reserve 22 cash reserves, and would be expensed to 55700-570100. Currently, the Village Links/Reserve 22 Fund is $500K over the reserve policy.

Contribution to Strategic Plan
Strategic Plan Priority: Infrastructure. **Strategic Plan Initiative**: Assess all Village facilities and develop a comprehensive facility plan and maintenance/replacement schedule.

Action Requested:
Approve a change order in an amount not to exceed $180,000 for construction services to the current contract for Construction, Inc. of Lombard and a chance order in an amount not to exceed $34,000 for design fees to the current contract for KTGY Group, Inc. of Chicago for upgrades and project scope modifications for the renovation project to the Village Links/Reserve 22 Clubhouse to be expensed to the Village Links Cash Reserves.

Attachments:
1. KTGY Clubhouse 2023
2. KTGY Clubhouse 2023 Amended

AUTHORIZATION FOR SERVICES

Submitted to: Jeff Vesevick
Village Links Golf Course
485 Winchell Way
Glen Ellyn, IL 60137
630.469.8192
jvesevick@villagelinksgolf.com

Project: Clubhouse renovations - KTGY No. 221080.00
Glen Ellyn, IL

Date: January 9, 2023

Prepared By: Mark Kluemper, AIA | Director, Architecture
KTGY Group, Inc.
217 N. Jefferson Street, Suite 400
Chicago, IL 60661
312.549.0890
mkluemper@ktgy.com

Thank you for considering KTGY for architectural and engineering services for your planned renovation. We are pleased to submit this proposal for the services necessary to complete this project. A description of the community, as we understand it today, KTGY's proposed scope of services and compensation are as follows:

PROJECT DESCRIPTION

A. Site: The project location is the Village Links Clubhouse, located at 485 Winchell Way, Glen Ellyn, IL. All work is anticipated to be interior, expect for select window replacement and infill.

B. Program: Project includes the following areas and scope:

1. Upgrade restrooms and locker rooms in the golf end of the building, to more closely resemble those in the adjacent Reserve 22 restaurant
2. Convert Food office into a Walk-in Cooler (8x10)
3. Remove center glass doors, and replace with windows / wall to match building (remove entrance)
4. Convert front entrance area outside food office to office space (12x15)
5. Convert golf storage area to office space (15x18)
   a. Recarpet:
   b. Golf Shop
   c. Locker Rooms
   d. New office space
   e. Board Room
   f. Reserve 22 front entrance area
   g. Blue Heron Room

C. Zoning: No change in use in anticipated and all work is assumed to be as-of-right.

D. Clarifications:

1. The consultants included in this proposal estimate include (proposals for this scope have not been received):
    a. Civil and Landscape Engineering – none, any fence or landscape is anticipated to be completed by owner
    b. Structural Engineering – none, all work is anticipated to be non-structural in nature
    c. MEP Engineering
        i. Reconfiguration of existing HVAC, no new systems anticipated to be required
        ii. Plumbing fixture replacement only, restrooms are not anticipated to be reconfigured
    d. Interior Design – finish selections will be documented on architectural drawings
        i. FFE purchasing – excluded
        ii. Branding – excluded
    e. Specifications – sheet type, on contract documents
    f. KTGY has not included fees for renderings
    g. The following consultants/ services are not included in this proposal:
        i. Soils and Environmental
        ii. Acoustic
        iii. Building Envelope
        iv. Building Maintenance
        v. Zoning Attorney
        vi. FFE / Purchasing
        vii. Branding

SCOPE OF SERVICES

Phase 300 – Schematic and Design Development

This phase consists of working with Client's existing conditions plans and program to develop new schematic plans based on Client's program. Interior finishes will also be proposed as part of this phase.

- Meet with the client and the design team to discuss the project and establish the expectations and milestones.
- Conduct a site visit to review with the owner and consultants to optimize existing and proposed MEP systems.
- Review with Client and project team the Project history, including all known existing conditions, document meeting minutes and correspondence, and discuss opportunities for more efficient and cost-effective planning / programming.

Phase 500 – Construction Documents

Based upon approved Schematic and Design Development documents and written authorization from Client, KTGY shall prepare a single increment, biddable set of Construction Documents including specifications to obtain a building permit from the applicable local agencies having jurisdiction over the project and suitable for bidding and construction by a qualified General Contractor.

- Finalize all mutually agreed Value Engineering items with Client based upon the 50% CD issuance documents.
- Attend meetings with Client and design team (Electrical, Mechanical, Plumbing) to coordinate and review progress.
- Edit specifications to incorporate Client comments and finalize the specification for inclusion into the Construction Documents.
- Assemble and package construction documents for submittal to appropriate agency/agencies by the Client's representative.
- Review and respond to all architectural plan check comments.

- Review and assist in the distribution of consultant plan check comments and coordinate with consultants on items that integrate into architectural portions of the Construction Documents.
- Submit Construction Documents to Client for approval.

Phase 800 – Bidding and Permit Review Comments

KTGY may provide assistance to the Client during the Bidding and Negotiation phase. This assistance includes responding to GC RFI's, attending meetings with GCs to discuss the project to help clarify the bid documents, issue sketches or minor revisions to the drawings to respond to RFI's, tracking of RFI's and RFI responses, reviewing bids with the Owner, and assisting Owner with bid responses. Any Owner requested revisions including Value Engineering revisions will be considered an additional service at this phase, assuming this take place if needed after the completion of 50% CD's. At the end of the Bidding and Negotiation Phase, and after incorporating the local jurisdiction's permit comments, KTGY will release a For Construction Set of documents.

Phase 600 – Construction Administration

KTGY may provide assistance to the Client during the Construction Administration phase.

- Meet with the Client, Contractor and major sub-contractors to review drawings, answer questions and review proposed submittal schedule and log format. Travel for meetings shall be billed as a reimbursable expense.
- Provide architectural clarifications by telephone or email as required.
- Review, coordinate and respond to "Request for Information" (RFI's) forms from General Contractor. Architect shall endeavor to respond to RFI's within 5 business days of official receipt.
- Provide review of submittals from General Contractor including shop drawings, equipment, materials and colors, appliances, fixtures, etc., based upon a pre-approved submittal log provided by General Contractor. Architect shall endeavor to review submittals within 10 business days of official receipt. The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- Handle/process substitution requests, change orders, close out documents, and other similar GC generated items.
- Visit the site for field observation of construction to ascertain if progress is in general accordance with the Contract Documents.
- Attend OAC and other meetings if needed.
- Review and approve General Contractor's "Payment Requests"; excluding verification of work performed, materials stored and offsite fabrication.
- Assist the owner during interior Punch Walks of the selected model units and exterior punch walk, to establish the finish level expectations well as provide Substantial Completion documents and acknowledge owner's Letter of Acceptance to close the project.

COMPENSATION FOR SERVICES

Description		Architecture Fee	
300	Schematic & Design Development	$ 7,500	(fixed fee)
500	Construction Documents	$ 15,000	(fixed fee)
800	Bidding & Permit Phase	$ 1,000	(fixed fee)
600	Construction Administration	$ TBD	(hourly)
	Sub-Total	**$ 23,500**	

Consultants		Consultant Fees
900	MEP Engineering – WT Engineering	$ 10,500
Total Fee (thru permit & bid)		**$ 34,000**

CLIENT SHALL COMPENSATE KTGY GROUP, INC. FOR THE PERFORMANCE OF THE SERVICES DESCRIBED ABOVE. SERVICES PROVIDED ON AN HOURLY BASIS WILL BE BILLED ACCORDING TO OUR STANDARD HOURLY RATE SCHEDULE WHICH IS ATTACHED AS EXHIBIT A. WORK WILL NOT COMMENCE UNTIL THIS APPROVED AUTHORIZATION IS RETURNED TO KTGY GROUP, INC.

These fees are subject to change 90 days after the date of this proposal if a signed proposal or contract is not received. It is assumed work will be consistent and continuous. If Client puts the project on hold for more than 30 days a re-start fee may apply. If work is stopped for more than 90 days the fee is subject to change.

Additional services, if required, will be billed on an hourly basis per the standard rate schedule, attached as Exhibit "A."

Reimbursable expenses: It is intended to provide electronic documents or print locally using Client's Account Number. If necessary reimbursable expenses including plotting, reproductions, photography, color printing, etc. shall be billed at a rate of 1.15 times that invoiced to us. Travel expenses shall not be billed to Client.

Architect and Architect's consultants are responsible for design of proposed structures. Architect and Architect's consultants may rely on other consultants including Civil Engineer, Landscape Architect and Utility Consultant for overall site construction documents and services, and such documents and services shall be provided in a timely manner.

If this authorization is acceptable to you, under the terms and conditions in Exhibit "B", please indicate by signing below, initialing each page, including the exhibit pages, making the proposal our agreement for professional services. We will immediately commence work based upon the terms and conditions incorporated through the attached Exhibit "B."

If you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely, KTGY Group Inc.	Village Links Golf Course
Signature	Signature
Print Name: Mark Kluemper, AIA	Print Name: ______________________
Title: Director, Architecture	Title: ____________________________
License #: IL 001-020177	Date: ___________________________
Finance ab	

Exhibit "A"

HOURLY RATE SCHEDULE

Level I:	PRINCIPAL	$400.00/Hour
Level II:	PRINCIPAL (Associate Principal/Executive Director)	$325.00/Hour
Level III:	DIRECTOR (Production/Technical/Design/Planning)	$255.00/Hour
Level IV:	SENIOR PROJECT MANAGER (Design/Planning/ Construction Administrator)	$205.00/Hour
Level V:	PROJECT MANAGER (Design/Planning/ Business Development/Purchasing/FFE Manager)	$190.00/Hour
Level VI:	SENIOR JOB CAPTAIN (Senior Designer/Senior Planner Senior Graphic Designer)	$175.00/Hour
Level VII:	JOB CAPTAIN (Job Captain/Designer/Planner Graphic Designer)	$135.00/Hour
Level VIII:	PROJECT ASSOCIATE (Assistant Planner)	$115.00/Hour
Level IX:	ADMINISTRATIVE STAFF	$ 95.00/Hour

Exhibit “B”

GENERAL CONDITIONS

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1. PROGRESS PAYMENTS

Payments for Basic and Additional Services (collectively “Services”) and Reimbursable Expenses shall be due and payable upon receipt of the invoice. KTGY’s invoices for progress payments for Services shall be based on hours incurred on the Project during the previous billing period, unless the basis of compensation is a lump sum unit rate, or percentage fee, in which case progress payments shall be based on KTGY’s determination of the percentage of Services performed through the previous billing period. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due.

No deductions, offsets or withholdings shall be made from KTGY’s compensation for any reason unless KTGY has been found to be legally liable for such amounts.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by KTGY and its employees and consultants, if any, in the interest of the Project, as identified in the following clauses:

- Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel, including mileage at the standard Federal rate as provided for under Internal Revenue code; long-distance communications, sales taxes; and fees paid for securing approval of authorities having jurisdiction over the Project.

- Expense of reproductions, postage, messengers, delivery, telecopying, facsimile, and handling of drawings other document, and other data communications and telecommunications.

- If authorized in advance by the Client, expense of overtime work at 1.5 times the employee’s billable rate which is in addition to that required under the Basic Services.

- Expense of renderings, models, mock-ups, photography, and reprographics not included under Basic Services.

- Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by us and our consultants if any.

2. STANDARD OF CARE

Services provided by KTGY under this Agreement will be performed in a manner consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.

3. TERMINATION AND SUSPENSION

- Either Party may terminate this Agreement for convenience on seven (7) calendar days written notice to the other Party. In the event of the Client’s termination, KTGY shall be paid for all Services performed and Reimbursable Expenses incurred to the date of termination.

- Either Party may terminate this Agreement for cause on ten (10) calendar days written notice to the other Party arising from a breach of the terms of this Agreement, unless the breaching Party has cured the claimed breach during the ten (10) day notice period, or during such other period as may be agreed upon.

- If the Client fails to make payments when due or otherwise is in breach of this Agreement, KTGY may suspend performance of its Services upon five (5) calendar days’ notice to the Client. KTGY shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment in full by the Client, KTGY shall resume its Services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension.

- The Client may suspend KTGY’s Services under this Agreement on ten (10) calendar days written notice to KTGY. If the suspension lasts for less than ninety (90) days, upon resumption of Services KTGY shall be reimbursed for all costs reasonably incurred in suspending and resuming Services, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. If the suspension lasts for more than ninety (90) days, then KTGY may at its option treat the suspension as a termination for convenience.

4. SURVIVAL

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

5. INDEMNITY

Except as limited in the event of a conversion to condominiums/for sale units, as addressed below, the Architect agrees, to the fullest extent permitted by law, to indemnify (but not defend) and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs ("Claims"), but only to the proportionate extent such Claims were caused by the negligent act, error or omission of KTGY, or anyone for whom KTGY is legally responsible, in performing the Services under this Agreement . This indemnity obligation with respect to KTGY's professional services shall only apply to the extent such Claims is/are determined by a court of competent jurisdiction to have been caused by the negligence of KTGY.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless KTGY, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees, to the extent caused by the Client's negligent acts or omissions in connection with the Project, the negligence of Client's contractor, its subcontractor, Client's other consultants and the acts of anyone for whom the Client is legally liable.

Neither the Client nor KTGY shall be obligated to indemnify the other party in any manner whatsoever for the other party's sole negligence.

6. SOLE CORPORATE REMEDY

No official, officer, director, joint venturer, stockholder, trustee, beneficiary, member, partner, principal, representative, consultant, volunteer participant, employee, agent or representative (whether disclosed or undisclosed) of either party shall be personally liable to the other party under any term or provision of this Agreement or because of any breach of this Agreement, each party agreeing to look solely to the assets of the other party hereto for the satisfaction of any liability of hereunder.

7. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages arising out of or connected in any way to the Project or to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

8. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and KTGY, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of KTGY to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of KTGY to the Client arising from any Services performed in connection with the Agreement shall not exceed an amount equal to the lesser of: a) a refund of the Architect's fee for Services under this Agreement or b) $500,000.00. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. As used in this paragraph, "KTGY" specifically includes KTGY, KTGY's subconsultants, and each and all of their respective partners, principals, officers, directors, shareholders, and employees, agents, and independent contractors.

9. ASSIGNMENT

Neither party to this Agreement may transfer or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to consultants normally contemplated by KTGY shall not be considered an assignment for purposes of this Agreement.

10. NO THIRD PARTY BENEFCIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Architect.

11. NO FIDUCIARY RELATIONSHIP

Nothing contained in this Agreement shall create, or is intended to create, a fiduciary relationship between KTGY and the Client.

12. OWNERSHIP OF INSTRUMENTS OF SERVICE

- KTGY shall be deemed the author and owner of all work product prepared for the Project, including drawings and specifications (“Instruments of Service”), and shall retain all common law, statutory and other reserved rights, including copyrights to the Instruments of Service. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of KTGY. Upon execution of this Agreement, and payment of all sums due to KTGY, KTGY grants to the Client a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Client’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

- Client agrees to hold harmless and indemnify KTGY against all damages, claims, lawsuits, and losses of any kind arising out of the use of the Instruments of Service on any project other than the Project insofar as KTGY is not performing services in conjunction therewith, for future additions to the Project insofar as KTGY is not performing services in connection therewith, or for the completion of this project by others in the event that KTGY is terminated.

13. DISPUTE RESOLUTION – MEDIATION PRECEDENT

Client and KTGY agree that any claim, dispute, cause of action or other matter in question arising out of or related to KTGY’s the Services, the Project or this Agreement shall first be submitted to mediation as a condition precedent to the institution of any other legal or equitable proceedings of any type not inconsistent with this Agreement pursuant to the Construction Industry Mediation Procedures of the American Arbitration Association. The mediator shall be jointly selected by the Parties, however in the event that no agreement can be reached the mediator shall be appointed by American Arbitration Association from its Construction Industry panel of mediators. If such matter relates to or is subject of a lien, stop notice or other similar or related encumbrance arising out of KTGY’s Services under this Agreement, KTGY may proceed in accordance with any applicable law(s) to comply with the lien, stop notice or other similar or related encumbrance notice or filing requirements or deadlines prior to the resolution of the disputed matter by mediation. Any request for mediation made by a Party to this Agreement must be served on the other Party. Any such mediation shall last three (3) hours minimum, and the venue shall be as mutually agreed upon. The Parties shall each have a decision maker with authority to resolve the dispute present at the mediation. Any dispute that is not resolved by mediation shall be resolved in a court of competent jurisdiction.

14. CERTIFICATES

Any certificate to be signed by KTGY shall be provided to KTGY within a reasonable time to allow KTGY’s review, but in no case less than fourteen (14) days. In no event shall KTGY be obligated to execute any certificate or other statement that requires KTGY to certify or attest to facts beyond KTGY’s knowledge, information or belief, or which require any certification or statement of information that is outside of KTGY’s Scope of Work or Standard of Care.

15. THE FOLLOWING SHALL APPLY IN ONLY THE EVENT OF CONDO CONVERSATION:

Condo Conversion Indemnity: The Client does not now expect that this Project will be converted into condominiums. Because this Project has not been designed for condominium ownership, the Client agrees that, if the Client decides to convert the Project into condominiums, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless KTGY, its shareholders, officers, directors, employees, and consultants (collectively, “KTGY”) against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising out of or in any way connected with the services performed under this Agreement. Client also hereby agrees to notify KTGY in the event of sale and to make the signing of a document containing this paragraph by the purchaser of the project a condition of the sale. This clause shall survive the termination or expiration of this Agreement for a period of eleven (11) years following the last date of Certificate of Occupancy. This indemnity obligation shall be binding upon Client’s successors, assigns, legal representatives and any subsequent Clients of the Project and/or Property (and Client is obligated to so inform such subsequent clients) and this indemnity obligation shall inure to the benefit of KTGY, and its successors, assigns and legal representatives. As between Client and KTGY, Client shall remain liable under this paragraph in the event any subsequent purchaser/ Client of the Project is unable to perform this indemnity obligation.

Maintenance Obligations of Association. The Client agrees that the bylaws of the Homeowners’ Association established for this Project, and/or the CC&Rs, will require that the Association will perform, as recommended in the Maintenance Provisions of the bylaws and/or CC&Rs and/or Maintenance Manual, all necessary routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The bylaws and/or CC&Rs shall also contain an appropriate waiver and indemnity in favor of the Client, the Architect, all Consultants and the Contractor if the maintenance recommendations are not performed by the Association.

Maintenance Obligations of Homeowner. The Client agrees that the bylaws of the Homeowners' Association established for this Project, and/or the CC&Rs, will require that the Homeowner will perform, as recommended in the Maintenance Provisions of the bylaws and/or CC&Rs and/or Maintenance Manual, all necessary routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The bylaws and/or CC&Rs shall also contain an appropriate waiver and indemnity in favor of the Client, the Architect, all Consultants and the Contractor if the maintenance recommendations are not performed by the Homeowner.

Client's Obligation to Retain Third Party Construction Inspection Service. The Client shall retain and utilize an independent third party construction inspection service to perform a technical review of the 70% completion of Construction Documents. Any Client and a KTGY approved revisions shall be incorporated into the plans and specifications before start of construction. During construction, the construction inspector shall participate in and inspect typical waterproofing mock-ups (decks, transitions, wall, openings and penetrations), review installation of the waterproofing, acoustical and fire rated construction components. The construction inspector will observe and document construction of the project at these phases and report any defects, disparities, errors or omissions to the Client. The Client will insure that all recommendations for repairs, corrections or changes are accomplished.

For California Projects: Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

For Illinois Projects: KTGY Group, Inc. is licensed as a Design Firm- Architect, license number 184007155-0001, under the Illinois Department of Financial and Professional Regulation.

For Texas projects: The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. The Texas Board of Architectural Examiners can be reached at PO Box 12337, Austin, TX 78711; (512) 305-9000.

AMENDMENT TO CONTRACT

Submitted to: Village Links
Jeff Vesevick, Gen. Mgr
485 Winchell Way
Glen Ellyn, IL 60137
630.469.8192
jvesevic@villagelinksgolf.com

Date: February 19, 2024 – Revised

Community Name: Village Liinks - Upgrades
Project No: 20221080.00
Re: Existing Toilet Rooms
Amendment (AMD) No.: 2

Prepared by: KTGY Group, Inc.
Craig R Pryde, Principal
217 N Jefferson St., Ste 400
Chicago, IL 60661
312.549.4905
cpryde@ktgy.com

In accordance with the Agreement dated January 9, 2023, between Client and KTGY Group, Inc., authorization is requested to proceed with this Amendment described below, over and above the established contract scope of services.

Scope of Services for this Amendment:
Description:

KTGY was requested to provide a minimal upgrade to the existing toilet rooms and did so with the understanding that the renovation as completed met the requirements of the Illinois Accessibility Code. Upon review of the construction cost related to plumbing items proposed for replacement, cost of improvements are 24% of the overall construction cost, which meet the requirements of the IAC and no further upgrades are required under Section 202.4 of IAC.

Upon further review, Client has requested that a design be prepared to allow for full compliance with 2018 IAC requirements. KTGY has prepared a Concept Design sketch that provides for full renovation of the Toilet/ Locker areas that has been approved by the Client. Revisions to the previously complete documents will be required and an outline of the additional scope is provide below.

Add the following items to scope of services:

1. Re-design of Men's/ Women's Toilet/ Locker rooms to ADA Compliance
    a. Men's area shall include;
        i. 2 lavatories in toilet area
        ii. 4 urinals
        iii. 2 water closets
        iv. Locker area with (2) showers/ (2) lavatories
    b. Women's area shall include;
        i. 2 lavatories
        ii. 2 water closets

iii. 1 shower/ counter area

iv. Locker area

2. Updating of mechanical, electrical and plumbing to support the proposed concept design for Toilet Rooms.
3. Update current permit drawings to include new scope of work outlined above.

A lump sum fee breakdown is as follows:

(500)	KTGY	$ 15,000
(900)	MEP Eng.	$ 19,000

Contract Summary:

Amount of this change:

Net change from previously authorized changes:	Lump sum of $34,000
Original contract amount:	$ 4,000
Total contract amount to date:	$34,000
The contract time will be changed by:	$38,000
The completion date will be:	3 weeks from approval

KTGY Group, Inc. is authorized to proceed with this Amendment described above upon receipt of this signed amendment. All terms and conditions of the original contract apply to this Amendment.

KTGY Group, Inc.	Village Links
Signed:	Signed:
Name: Craig Pryde	Name:
Title: Principal	Title:
Date: 02/19/2024	Date:

aM

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

Meeting 2/26/2024 7:00 PM
Department: Administration
Department Head: Mark Franz
Category: Ordinance
Prepared By: Emily Rodman

AGENDA ITEM (ID # 2024-124)

DOC ID: 2024-124

Motion to Approve Ordinance No. 7094, an Ordinance authorizing the approval of a Purchase and Sale Agreement with Full Circle Communities, Inc. concerning the property commonly known as 640 Taft Avenue, Glen Ellyn, Illinois

Statement of the Issue:
The Village has continued its plans to move forward with the redevelopment of two former hotel properties and has signed a Letter of Intent (LOI) with two independent developers. The hotel properties located at 675-677 Roosevelt Road and 640-660 Taft Road were originally purchased by the Village for $2.85 million in January 2022.

Last year, the Village Board received seven offers from commercial and residential developers, which were then narrowed down to three (3) finalists to be considered. Over the past nine months, the Village has been in negotiations with developers to discuss and consider these offers. Given the current economic climate, negotiations were more complicated than typical agreements. This resulted in one developer withdrawing their offer, delaying the process. In evaluating the proposals, the Village Board is considering the return on investment, the health, safety and welfare of the community, and the vitality of the Roosevelt Road Corridor.

Analysis:
Existing Site Conditions
The subject properties are located at 675-677 Roosevelt Road and 640-660 Taft Avenue (collectively referred to as the "Hotel Properties") and straddle Exmoor Avenue, a public street running north/south between Roosevelt Road and Taft Avenue. The Properties consist of seven (7) parcels, totaling 2.2 acres, with three parcels (.9 acres, 40% of the site) located west of Exmoor and four (4) parcels (1.3 acres, 60% of the site) located east of Exmoor. There are two (2) multi-story buildings on the Hotel Properties, with a third building having been previously demolished. The eastern building is two stories, and the western building is a combination of two and three stories. Each building is approximately 20,000 square feet for a total of 40,000 square feet. Other site improvements include associated parking lots, landscaping, fencing, a small garage, parking lot lighting, and a pylons sign and dumpster enclosure which were demolished by the Village. The buildings are currently vacant and have been secured.

Site Constraints
There are a number of site constraints which limit the ability to redevelop the property. From most

developers' perspective, the most desirable street frontage is along Roosevelt Road, which is limited at approximately 125 feet. The frontage along Taft Avenue is more significant (850') but less desirable from a commercial standpoint. Exmoor Avenue is public right-of-way which splits the properties. A large stormwater structure is located beneath Exmoor, which will necessitate maintaining an easement overtop the structure. This easement could not be built upon, restricting potential building layouts. Roosevelt Road is a state route and access is controlled by the Illinois Department of Transportation (IDOT). There is also a significant grade change from the north (Roosevelt) to the south (Taft) of the site, which will impact redevelopment costs and site design.

History

The hotel Properties have been in existence since the late 1950s. Collectively, they were known as Four Seasons Motel. The hotels were subsequently rebranded as a Budgetel Inn and Suites and an America's Best Value Inn.

The Properties are located in the C3 Commercial Zoning District, which allows a wide range of auto-oriented retail and service uses. In 2013, the Village established the area containing the hotels as a Tax Increment Financing (TIF) District. The approved Roosevelt Road Redevelopment Plan includes the Hotel Properties as a potential development site, due to their lagging equalized assessed values and need of reinvestment. The 2023 Comprehensive Plan identifies the Properties as "catalyst" sites for investment and redevelopment. Encouraging reinvestment in this site has been a long-term goal of the Village Board.

Over the years, the Hotel Properties fell into disrepair and generated a high volume of police service calls. The property owner listed the Properties for sale multiple times without success. Consequently, the Village decided to purchase the Hotel Properties to gain control of future redevelopment. Additional objectives included eliminating properties which are negatively impacting property values in the area, strengthening the Roosevelt Road commercial district, and driving TIF growth in the Roosevelt Road TIF.

Purchase of Hotel Properties

The Village entered into a Purchase and Sale Agreement (PSA) with Glengold Hospitality, LLC on June 28, 2021 to purchase the Hotel Properties. As a condition of closing, the buildings were required to be vacant of all guests. The process of vacating the property took several months and the Village did not close on the purchase of the Hotel Properties until January 12, 2022. The Village paid $2.85 million using a combination of General Fund Reserves ($2,000,000), Corporate Reserve Funds ($500,000) and TIF Funds ($350,000).

In anticipation of closing on the hotel Properties, the Village issued a request for Proposals (RFP) in August 2021 to hire a consultant to help manage the redevelopment process. In September 2021, the Village selected Kon Savoy Consulting Group (SCG) to assist in identifying a vision for the redevelopment of the site and to recruit potential developers. The Village began accepting public input on the redevelopment of the site in September 2021 via the Village website and social media.

Market Assessment

In January 2022, SCG in partnership with Valerie Kretchmar & Associates completed a Market Assessment for the Hotel Properties. The results of the Market Assessment were shared at a Community Open House on March 7, 2022. The results identified a demand for small-scale commercial uses and multi-family uses. It did not identify a demand for office uses due to existing supply in the market area.

Ad Hoc Work Group & Design Charette

In February 2022, the Village Board established the Roosevelt Road/Taft Avenue Hotel Sites Work Group ("Ad Hoc Work Group") and appointed ten (10) members of the Glen Ellyn community. The Ad Hoc Work Group held three listening sessions on April 6, May 5, and June 13, 2022 to solicit public input.

On June 22, 2022, SCG facilitated a Design Charette to assist the Village Board and the Ad Hoc Work Group in identifying potential uses for the site based on the findings of the Market Assessment. SCG then refined the results into five (5) concepts. Of these concepts, three (3) included multi-family housing in some capacity and four (4) included commercial uses along the portion of the Properties fronting Roosevelt Road. The results of the Design Charette were shared with the Ad Hoc Work Group on August 3, 2022 and the Village Board on August 15, 2022. The Plan Commission also reviewed the five (5) concepts and provided feedback on October 6, 2022.

Marketing of Site & Redevelopment Proposals

In September 2022, the Village Board engaged CBRE to represent the Village in the marketing and eventual sale of the Hotel Properties. In November 2022, CBRE on behalf of the Village, solicited redevelopment proposals for the Hotel Properties. A total of nine (9) offers from seven (7) commercial and residential developers were received in December 2022. These proposals were evaluated by the Village Board, CBRE and staff in January 2023 for alignment with the Village's objectives, including:

- Eliminating blight at the Hotel Properties
- Protecting the health, safety and welfare of the general public
- Ensuring a return on investment
- Adherence to long-term goals outlined in the Roosevelt Road TIF Redevelopment Plan and the Comprehensive Plan

Following evaluation of the proposals and interviews with the prospective developers, the Village narrowed it down to three (3) finalists to be considered in April 2023. These finalists included one (1) multi-family housing developer and two (2) commercial developers. Over the past several months, the Village has been in ongoing negotiations with the developers. Due to the current economic climate, one developer eventually withdrew their offer, delaying the process.

Current Proposal for East Side of Exmoor

The Village recently signed a Letter of Intent (LOI) with the other commercial developer for the portion of the Hotel Properties located on the east side of Exmoor Avenue (750 Roosevelt & 660 Taft). The developer currently owns property at 691-719 Roosevelt Road, which includes Starbucks, Chipotle, Crumbl Cookies and other regional and national businesses. The developer has offered $1.5 million and intends to proceed with a development that aligns with its existing commercial property.

Return on Invest (ROI): While it is still very preliminary, the Village's Tax Increment Financing (TIF) and financial consultant, Ryan, estimates that this development proposal could generate approximately $1,575,000 in tax revenue (property, sales and other taxes) over the remaining life of the TIF (10 years). Of this total, the property tax is projected to be $818,000 which includes a base amount of $475,000 and an increment amount of $343,000. At the time this property was purchased by the Village, it generated a total of approximately $15,500 in annual property taxes.

Current Proposal for West Side of Exmoor - Full Circle Communities (FC)
On the west side of Exmoor Avenue (640-656 Taft), the Village has signed a LOI with Full Circle Communities (FC). Full Circle is a non-profit affordable housing developer and property manager. They provide dwelling units that are accessible and affordable to people with disabilities, while offering residents on-site supportive services and amenities.

Full Circle has provided a preliminary concept plan (attached) illustrating the proposed development. The plan is subject to change as part of the zoning review and entitlement process. The Village has negotiated a proposed Purchase & Sale Agreement (PSA) that will be considered by the Village Board on February 26, 2024 (attached). The proposed purchase price is $1.75 million, with the Village being responsible for demolition of the existing building. The proposed Agreement includes the following parameters:

- By March 5, 2024 Full Circle must provide $500,000 in earnest money of which $20,000 is nonrefundable
- Full Circle has until August 2, 2024 to complete their due diligence on the property upon which another $30,000 of the earnest money becomes nonrefundable
- Full Circle has until February 28, 2025 to receive their zoning entitlements for the project at which point the all earnest money becomes nonrefundable
- The proposed building may be up to 3 stories in height
- No more than 42 dwelling units maybe constructed
- The unit mix shall consist of studio, one-bedroom and two-bedroom units
- The development must serve individuals or households earning eighty percent (80%) or less of the area median income
- No less thirty percent (30%) of the dwelling units must be preserved as permanent supportive housing to persons with disabilities
- Waitlist preference must be given to persons with disabilities for all units
- Full Circle agrees to work with the adjacent Glen Ellyn Animal Hospital on a shared parking arrangement
- Provided all other deadlines and obligations are met, Full Circle must close on the property no later than May 1, 2025

Return on Investment (ROI): As previously noted, Full Circle has offered $1.75 million to purchase the three (3) parcels west of Exmoor Avenue, although the Village will be responsible for demolition of the building. The Village has obtained preliminary demolition estimates which range from $300,000 - $800,000. While it is still very preliminary, the Village's Tax Increment Financing (TIF) and financial consultant, Ryan, estimates the proposed development will generate approximately $920,000 in total property tax revenues, which includes base property taxes of approximately $327,000 and an increment amount of $593,000. At the time this property was purchased by the Village, it generated a total of approximately $16,000 in annual property taxes.

Next Steps
If the proposed Purchase and Sale Agreement is approved by the Village Board, Full Circle will then proceed with applying for the appropriate project financing, including low-income housing tax credits from the Illinois Housing Development Authority (IDHA). They will also begin preparing the necessary applications, plans and documents required to obtain their zoning entitlements from the Village. The development as currently proposed would require the following zoning approvals from the Village:

- Exterior Appearance Review
- Preliminary & Final Subdivision (to consolidate the three parcels)
- Special Use Permit for a Planned Unit Development
- Preliminary & Final Planned Unit Development
- Zoning Map Amendment (rezoning)

In addition, the Village anticipates that due to the nature of the project, a redevelopment agreement (RDA) will also be required. The RDA would outline the specific terms related to the development of the property, including many of the terms agreed to in the PSA, as well as other required improvements. Once the complete application submittal is received and reviewed by Village staff and an RDA is drafted, the proposed development requires review and consideration by the Village's Architectural Appearance Commission (AAC) and the Plan Commission. Both of these Commissions provide feedback and recommendations regarding the proposed development to the Village Board. Ultimately, all zoning applications and any proposed redevelopment agreement must be reviewed and approved by the Village Board. Per the proposed PSA, this is required to occur no later than February 28, 2025.

Budget Impact:
To date, the Village has spent nearly $3 million dollars on the project, including the $2.85 million purchase price, $50,000 in board up, maintenance and asbestos evaluation costs, and $75,000 in consultant costs. It should be noted that additional costs have been or will be incurred for the broker, financial consultant, and closing costs. These costs are anticipated to be paid out of TIF funds. The project is funded through a combination of the General Fund, Corporate Reserve Fund and Roosevelt Road TIF Fund.

The Village is expecting to see a return on this investment, both short term and long term. With the sale of the Hotel Properties, the Village anticipates it will recover its acquisition costs. Long term, the Hotel Properties were not generating any meaningful revenue, with $31,500 as the base tax level when the Properties were purchased by the Village in January 2022. The Ryan Report estimates that Full Circle's proposed development will generate significant property tax growth, including approximately $593,000 in tax increment over the life of the TIF.

Contribution to Strategic Plan

1. **Strategic Priority:** Development; **Initiative**: Implement Economic Development strategy focused on overall commercial vitality, EAV growth and sales tax growth

2. **Strategic Priority:** Development; **Initiative**: Advance and communicate to the community the process for developing the Roosevelt Rd./Taft property by approving purchase and sale agreement(s) by June 2024

Action Requested:

A Motion to Approve Ordinance No. 7094 authorizing the approval of a Purchase and Sale Agreement with Full Circle Communities, Inc. concerning the property commonly known as 640 Taft Avenue, Glen Ellyn, Illinois

Attachments:

1. Ord Approving purchase and sale agreement with Full Circle Communities Inc
2. Purchase and Sale Agreement for 640 Taft Ave
3. Full Circle Communities Concept Plan
4. Ryan Financial Impact Analysis

Village of Glen Ellyn

Ordinance No. ________

AN ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FULL CIRCLE COMMUNITIES, INC. CONCERNING THE PROPERTY COMMONLY KNOWN AS 640 TAFT AVENUE, GLEN ELLYN, ILLINOIS

Passed and Approved by the
President and the Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois
This _________ day of _______________, 2024.

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County, Illinois,
this __________ day of ________________, 2024.

PREPARED BY:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. ________

AN ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FULL CIRCLE COMMUNITIES, INC. CONCERNING THE PROPERTY COMMONLY KNOWN AS 640 TAFT AVENUE, GLEN ELLYN, ILLINOIS

Whereas, the Village of Glen Ellyn ("Village") is a home rule municipal corporation pursuant to subsection (a) of Article VII of the Illinois Constitution of 1970 ("Constitution") and the owner of certain real property located in the Roosevelt Road / Park Boulevard Redevelopment Project Area ("TIF District") commonly known as 640 Taft Avenue, Glen Ellyn, Illinois ("Property"); and

Whereas, the Constitution authorizes the Village to exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

Whereas, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(b), (c)) ("Act") authorizes the Village to make and enter into all contracts necessary or incidental to implement and further the Village's redevelopment plan and project for the TIF District; and

Whereas, the Act authorizes the Village to own, convey, and grant options concerning real property located in the TIF District subject to the Village's future approval of a redevelopment agreement, and in such manner and at such price as the Village deems reasonably necessary to achieve the TIF District's objectives; and

Whereas, the Village purchased the site to eliminate a blighted site and improve the safety and vitality of the area; and

Whereas, during several public engagement meetings there have been many residents expressing the need for supportive housing for adults with disabilities and the elderly; and

Whereas, the Board has received evidence of a demonstrated need for affordable and supportive housing in the Village, including options for downsizing, aging in place, workforce housing and housing for adults with disabilities through a Housing Assessment study; and

Whereas, there is a publicly recognized need for modernizing and upgrading the affordable housing supply available in Glen Ellyn; and

Whereas, Full Circle Communities, Inc., an Illinois not-for-profit corporation with offices located at 310 Peoria Street, Suite 500, Chicago, Illinois ("FCC"), wishes to acquire the Property and construct a residential development; and

Whereas, the Village and FCC have negotiated the terms of a purchase and sale agreement attached as Exhibit 1 ("Purchase Agreement") governing the Property's conveyance to FCC; and

Whereas, the Village's Corporate Authorities find that it is in the Village's best interests to approve the Purchase Agreement in accordance with this Ordinance's terms, and that doing so will promote the public health, safety, morals, and welfare;

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 1: RECITALS. The foregoing recitals and all exhibits attached to this Ordinance are incorporated as though fully set forth in this Section.

SECTION 2: AGREEMENT APPROVED. The Purchase Agreement attached as Exhibit 1 is hereby approved subject to Village Attorney approval. The Village Manager is authorized and directed to execute the Purchase Agreement on the Village's behalf and to take all actions necessary to implement the Purchase Agreement's terms.

SECTION 3: **REPEALER.** All ordinances, resolutions, or parts thereof in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

SECTION 4: **SAVING.** Any section or provision of this Ordinance that is construed to be invalid or void shall not affect the remaining sections or provisions of this Ordinance, which shall remain in full force and effect.

SECTION 5: **EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this ____ day of 2024.

Ayes: ______________________________

Nays: ______________________________

Absent: ______________________________

Approved by the Village President of the village of Glen Ellyn, Illinois, this ____ day of 2024.

____
Village President

Attest:

____
Village Clerk

AFFIX VILLAGE SEAL

Exhibit 1

Purchase Agreement

[Attached]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into this ____ day of ___________, 2024 ("**Effective Date**"), by and between the **VILLAGE OF GLEN ELLYN**, an Illinois municipal corporation and home rule unit of local government with offices located at 535 Duane Street, Glen Ellyn, Illinois ("**Seller**"), and **FULL CIRCLE COMMUNITIES, INC.**, an Illinois not-for-profit corporation with offices located at 310 S. Peoria Street, Suite 500, Chicago, Illinois ("**Purchaser**") (collectively, the Seller and Purchaser are the "**Parties**" and, sometimes, individually, a "**Party**").

RECITALS

WHEREAS, the Seller owns certain real property containing +/- 39,711 square feet commonly known as 640 Taft Avenue, Glen Ellyn, Illinois, P.I.Ns. 05-23-200-012, 05-23-200-016, and 05-23-200-021, which property is legally described in Exhibit A ("**Property**"); and

WHEREAS, Purchaser wishes to acquire the Property for the purpose of constructing an affordable, supportive multifamily housing development containing no more than 42 units, approximately 40,000 square feet of gross floor area, approximately 4,800 square feet of commercial, amenity or service space, a parking lot, and related improvements, infrastructure, and appurtenances (collectively, the "**Development**"); and

WHEREAS, the Seller is authorized to enter into this Agreement pursuant to, among other sources of authority, the Seller's home rule powers and the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*); and

WHEREAS, the Parties wish to enter into this Agreement setting forth the terms and conditions applicable to the Purchaser's acquisition of the Property;

AGREEMENT

In consideration of the recitals, covenants, and agreements contained herein, the Parties agree as follows:

1. Recitals and Exhibits. The foregoing recitals are incorporated as though fully set forth in this Section 1. All exhibits attached to this Agreement are incorporated by this reference.

2. Property to be Purchased. Subject to compliance with this Agreement's terms and conditions, Seller agrees to convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

3. Purchase Price; Earnest Money.

(a) The purchase price for the Property shall be One Million Seven Hundred Fifty Thousand and No/100 ($1,750,000.00) Dollars ("**Purchase Price**"). Purchaser shall pay the Purchase Price in full at Closing (as defined below) by transfer of immediately available funds, and subject to adjustments and proration as described in this Agreement.

(b) The Parties understand and agree that the Seller is pursuing grant funding from the federal government ("**Grant**") to assist with the cost of Demolition Work (as defined in Section 6(b)).

(c) No later than seven (7) business days after the Effective Date, the Purchaser shall deliver to the Title Company (as defined below) Five Hundred Thousand and No/100 ($500,000.00) Dollars ("**Earnest Money**"). The Title Company (as defined below) will hold the Earnest Money pursuant to the terms of a strict joint order escrow agreement approved by the Parties. Except as provided in Section 3(d), at Closing, the Title Company will deliver the Earnest Money to the Seller and applied toward the Purchase Price.

(d) Except as provided in this Section, the Earnest Money will become nonrefundable and may be immediately unilaterally drawn by the Seller from the Title Company as follows:

a. On the Effective Date, $20,000.00 of the Earnest Money shall be non-refundable ("**Initial Non-Refundable Earnest Money**").
b. On the expiration of the Inspection Period, an additional $30,000.00 of the Earnest Money shall be non-refundable ("**Second Non-Refundable Earnest Money**").
c. On the Regulatory Approval Expiration Date (as defined below), the remainder of the Earnest Money (i.e. $450,000.00) shall be non-refundable.

The Earnest Money will be non-refundable, except in the case of an uncured material Seller default, but such Earnest Money will be applicable to the Purchase Price at Closing. The Purchaser agrees to execute all documents and take all steps reasonably necessary to authorize the Title Company to deliver the Earnest Money to the Seller.

(e) If, on or before the Inspection Period's expiration, the Purchaser delivers to Seller notice terminating this Agreement, the Title Company will distribute the Earnest Money as follows: (i) the Initial Non-Refundable Earnest Money to Seller (unless such amount has been previously distributed to Seller) and (ii) the Earnest Money minus the Initial Non-Refundable Earnest Money to Purchaser.

(f) If Purchaser does not terminate this Agreement on or before the Inspection Period's expiration and on or before the Regulatory Approval Expiration Date (as defined below) Purchaser delivers to Seller notice terminating this Agreement, the Title Company will distribute the Earnest Money as follows: (i) the Initial Non-Refundable Earnest Money and the Second Non-Refundable Earnest Money to Seller (unless any portion of such amount has been previously distributed to Seller) and (ii) the Earnest Money minus the Initial Non-Refundable Earnest Money and the Second Non-Refundable Earnest Money to Purchaser. In all cases, the Parties agree to execute all documents and take all steps reasonably necessary to authorize the Title Company to deliver the Earnest Money in accordance with this Section 3(f).

(g) Purchaser and Seller agree that to the extent the Purchase Price is less than the appraised fair market value of the Property, and to the extent the Seller is eligible to qualify for and receive Illinois Affordable Housing Tax Credits (Illinois Housing Development Act, 20

ILCS 3805/7.28), ("**Donation Tax Credits**") generated by Seller's transfer of the Property for the Purchase Price, Seller will assign and transfer its right and interest to any Donation Tax Credits generated by the Property's transfer to Purchaser or a designee owned and controlled by the Purchaser (and to execute all documents necessary to effectuate such assignment and transfer) so that such assignee will have the right to any sale proceeds of the Donation Tax Credits (the "**Donation Tax Credit Proceeds**"). The Parties agree the Property will be appraised before Closing to determine the appraised fair market value of the Property for purposes of establishing the amount of available Donation Tax Credits and to be used to support a charitable donation. The Purchaser agrees that all Donation Tax Credit Proceeds will be used only to pay for and finance the acquisition, operation or redevelopment of the Property. Purchaser agrees to pay any costs associated with the Donation Tax Credits, including, without limitation, application costs and Donation Tax Credits closing costs. Purchaser also agrees to pay for the cost of the certified appraisal. Seller shall incur no cost or liability related to the Donation Tax Credits or the Donation Tax Credit Proceeds, and Purchaser will indemnify, defend, and hold harmless the Seller and its elected and appointed officials, officers, employees, agents, and contractors from any claims, liabilities, damages, penalties, and costs that may be asserted at any time against any of them in conjunction with the Donation Tax Credits or the Donation Tax Credit Proceeds. Purchaser's obligations under this Section shall survive Closing.

4. Closing. The closing of the purchase and sale of the Property ("**Closing**") will occur no later than the earlier to occur of: (i) one hundred and twenty (120) days after the Regulatory Approval Expiration Date (as defined below) and (ii) May 1, 2025, at a mutually agreeable time at the offices of Title Services, Inc. as agent for Commonwealth Land Title Insurance Company ("**Title Company**"), or such other place and time as may be agreed upon by the Purchaser and the Village Manager ("**Closing Date**"), unless modified by the Redevelopment Agreement (as defined below). Notwithstanding the forgoing, in the event the Purchaser's requested rezoning of the Property (the "**Rezoning**") is still pending on the Closing Date, the Closing will be extended until the earlier of (a) thirty (30) days after the final approval or denial of the Rezoning by the Village of Glen Ellyn or (b) ninety (90) days after the original Closing Date.

5. Inspections; Regulatory Approvals; Title and Survey.

(a) Beginning on the Effective Date and ending on August 1, 2024 ("**Inspection Period**"), Purchaser, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to Seller, for the purpose of inspecting, surveying, engineering, testing of systems, performance of environmental tests, and such other work as Purchaser shall consider appropriate ("**Inspections**"), all at Purchaser's sole cost. Upon the voluntary or involuntary termination of the Inspection Period Purchaser, at its sole cost, shall return the Property to its condition as it existed upon the Effective Date, reasonable wear and tear not caused by the Purchaser excepted.

(b) In the event Inspections uncover environmental conditions unacceptable to the Purchaser, the Purchaser will notify the Seller in writing during the Inspection Period and the Seller will have the option, at its sole cost and expense, to remediate any such environmental conditions in accordance with all local, state, and federal laws and other requirements of law prior to Closing.

(c) The Purchaser's Inspections of the Property are subject to the Purchaser holding harmless the Seller and its elected and appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors ("**Seller Parties**"), and assigns, fully indemnifying, and defending the Seller Parties against any damage, claim, liability or cause of action arising from or caused by the actions of Purchaser, its agents, or representatives upon the Property, except to the extent caused by the willful or intentional act of the Seller. The Purchaser's obligations and duties contained in this Section shall survive Closing.

(d) The obligations of Purchaser under this Agreement are subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment, that the Property is satisfactory to construct the Development. In the event such conditions to Purchaser's obligations have not been satisfied within Inspection Period, as determined solely by Purchaser, Purchaser shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason or no reason at all. Should such termination be delivered on or before the last day of the Inspection Period, this Agreement shall be deemed null and void, neither Party shall have any further duties or obligations under this Agreement, and the Title Company shall distribute the Earnest Money in accordance with Section 3(e), above.

(e) Beginning on the Effective Date and ending on the Regulatory Approval Expiration Date ("**Regulatory Approval Period**"), the Purchaser shall have the further right, at Purchaser's sole cost, to make such inquiries of governmental agencies, including, without limitation, the Seller, and financing entities as it considers appropriate, and to apply for and obtain all (i) regulatory approvals from any local, state, or federal governmental entity or agency, including but not limited to zoning approvals from the Village of Glen Ellyn; and (ii) financial approvals necessary for the construction and operation of the Development, including, without limitation, negotiating the terms of an agreement or agreements with the Seller governing the construction, operation, and financing of the Development ("**Redevelopment Agreement**") (collectively, "**Regulatory Approvals**"). The Redevelopment Agreement will include, among other things, the terms set forth in <u>Exhibit B</u>. The Regulatory Approval Expiration Date shall be the date that is the earlier of (1) February 28, 2025, or (2) the last to occur of (x) issuance of zoning approval for the Development by the Village of Glen Ellyn or (y) completion of a federally required environmental review by any funder of the Development and such funder's request for release of federal funds has been approved ("**Regulatory Approval Expiration Date**").

(f) Should the Purchaser fail to obtain all Regulatory Approvals during the Regulatory Approval Period, the Purchaser shall have the right, by written notice delivered to Seller on or before the Regulatory Approval Expiration Date, to terminate this Agreement. Should such termination be delivered on or before the Regulatory Approval Expiration Date, this Agreement shall be deemed null and void, neither Party shall have any further duties or obligations under this Agreement, and the Title Company shall distribute the Earnest Money in accordance with Section 3(f), above. In the event of termination pursuant to this Section, Purchaser shall bear the cost of any fees imposed by the Title Company on the Seller through the termination date.

(g) No later than thirty (30) days after Effective Date, the Purchaser shall cause to be delivered to the Seller three (3) copies of a plat of survey of the Property prepared within six months of the Effective Date, prepared by a licensed Illinois land surveyor reasonably satisfactory to the Seller, and certified by the surveyor to the Purchaser and Title Company as having been made in compliance with Illinois Land Survey Standards and ALTA/ACSM Land Title Surveys Minimum Standard Detail Requirements ("**Survey**"). The Survey will establish and depict the exact perimeter legal description of the Property and will include the Property's exact acreage.

(h) Within five (5) business days after the Effective Date, Purchaser will order a title commitment from the Title Company, ("**Title Commitment**") for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price for the Property showing fee simple title to the Property vested in the Seller. Within ten (10) business days of receiving both the Title Commitment and the Survey, the Purchaser will notify the Seller ("**Purchaser Title Notice**") as to (i) any exceptions to title shown on the Title Commitment that are not acceptable to the Purchaser, and (ii) any objections the Purchaser has to the Survey (collectively, "**Unpermitted Exceptions**"). Any title exceptions that Purchaser fails to object to in the Purchaser Title Notice will become permitted exceptions, and <u>Exhibit C</u> to this Agreement will be modified accordingly. At least five (5) days before the Closing, the Seller will deliver to Purchaser a pro forma Title Commitment. The cost of the title insurance policies to be issued pursuant to the Title Commitment and the cost of all endorsements shall be paid by the Purchaser. All required state, county, and municipal transfer taxes, if any, shall be paid by the Purchaser.

(i) The Seller will have ten (10) business days from the receipt of the Purchaser Title Notice to provide Purchaser with assurances satisfactory to Purchaser that any Unpermitted Exceptions will be removed or endorsed over, in reasonable form and substance acceptable to Purchaser, on or before Closing. The Purchaser may extend the period in which the Seller will cure or remove such Unpermitted Exceptions or accept the Title Commitment and Survey as they then are. Unpermitted Exceptions which are accepted as part of this Section 5 will become permitted exceptions.

(j) During the Inspection Period, Purchaser shall have the right to access, review, and inspect the following:

1) All leases related to or concerning the Property;

2) All contracts related to or concerning the Property;

3) All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of the Seller, and the current real estate tax bill(s) for the Property;

4) All statements and invoices for the past year covering all utilities (electricity, gas, water, and stormwater) relating to the Property;

5) All insurance policies insuring the Property and the improvements and personal property located thereon which may be assumed by Purchaser; and

6) All violation notices concerning the Property, including, without limitation, building, zoning, environmental, or health code violations.

Seller agrees to cooperate in all respects to facilitate Purchaser's Inspections and agrees to make available all documents, books and records necessary to permit the Inspections, to the extent such records exist and are within the Seller's possession, within five (5) days of the Effective Date. If the Purchaser terminates this Agreement for any reason, Purchaser agrees, within five (5) days of the Agreement's termination, to deliver all documents and information obtained, received, or otherwise in the Purchaser's possession concerning the Property including, without limitation, environmental reports and analyses, utility analyses, and feasibility reports and analyses.

(k) During the Regulatory Approval Period, the Seller shall have the right, and Purchaser will fully cooperate in all respects with Seller in Seller's exercise of its rights under this Section, to access, review, and inspect all financial information reasonably deemed necessary by the Seller to allow the Seller to evaluate the Purchaser's ability to successfully construct and operate the Development on the Property. Seller agrees to cooperate in all respects to facilitate Purchaser's inspection and agrees to make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available, upon Purchaser's reasonable request. Seller also agrees to cooperate with Purchaser in Purchaser's attempts to satisfy the contingencies set forth above, including timely processing Purchaser's application for Rezoning in accordance with and subject to the Village of Glen Ellyn Municipal Code.

6. Control of Property; Demolition of Structures.

(a) Before Closing and subject to Purchaser's indemnification obligations set forth in this Agreement, Seller shall have the full responsibility and liability for any and all damage or injury to the Property. If, prior to the Closing, the Property is materially damaged, excluding damaged related to Demolition Work (as defined below), or the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller by so notifying Seller. If Purchaser does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be assigned or distributed in the following manner: (a) Seller shall receive an amount sufficient to cover the total costs expended by the Seller pertaining to the Property, including without limitation, survey costs, inspection costs, demolition and remediation costs, real estate taxes, legal fees, and administrative fees; and (b) all remaining proceeds shall be paid to the Purchaser on the Closing Date.

(b) The Seller intends to demolish the existing buildings and structures located on the Property ("**Demolition Work**"). Seller agrees that it will not undertake the Demolition Work prior to the Regulatory Approval Expiration Date, and Seller shall have no obligation to undertake the Demolition Work prior to the Seller receiving all of the Earnest Money from the Title Company in accordance with Section 3. Purchaser acknowledges and agrees that the Seller Parties shall have full and unrestricted access to the Property and the surrounding area to complete the Demolition Work. Purchaser hereby irrevocably and unconditionally releases the Seller Parties from any all causes of action, demands, claims, known or unknown, accrued or unaccrued, arising out of or relating in any manner whatsoever to the Demolition Work.

7. Representations. In order to induce Purchaser to enter into this Agreement, Seller represents, warrants, and covenants to Purchaser as set forth below. Each of the following representations shall be deemed remade as of the Closing Date.

(a) Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated herein, and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

(b) No lease concerning the Property contains any option to renew or extend the term thereof beyond the Closing Date or to purchase or acquire any interest in the Property. No options, warrants, rights, or agreements to purchase, participate in, or acquire all or any portion of the Property are outstanding.

(c) To the best of Seller's knowledge, the Property is tax exempt, excluding property taxes related to a parking lease involving the Property. If, between the Effective Date and the Closing Date, Seller receives notice of any increase in the assessed valuation, Seller will promptly notify Purchaser of same.

(d) Except as provided in this Section, there are no written or oral contracts or commitments relating to the Property including, without limitation, for management, performance of service, employment, or purchase or lease of equipment ("**Contracts**") relating to the Property with respect to any third party.

(e) To the best of Seller's knowledge, there are no lawsuits threatened or pending involving all or any portion of the Property and no notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire or health code violations which are threatened or pending. If between the Effective Date and the Closing Date, any notice of code violations is received or any lawsuits are initiated with respect to the Property, Seller will promptly notify Purchaser of same, and with respect to code violations, will correct same prior to Closing.

(f) The execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Seller is bound, and the party executing this Agreement for Seller warrants his/her authority to bind Seller.

(g) All of the documents delivered to the Purchaser pursuant to this Agreement are true and correct.

Seller further covenants to Purchaser and agrees that between the date hereof and the Closing Date:

(h) Seller shall not enter into any new undertakings or agreements relating to the management, financing or maintenance of the Property which extend beyond the Closing Date or prepay for a period of more than one (1) month any sums payable under any Contracts, without prior written notice to and approval of Purchaser.

(i) Seller shall keep Property adequately insured by financially sound and reputable insurers against loss or damage by fire with extended coverage endorsements and maintain reasonable adequate liability insurance covering liability for personal injury or property damage to the extent and in the manner customary for Property of its character.

(j) Seller shall duly pay and discharge, or cause to be paid or discharged, or shall provide a credit to Purchaser at Closing for all taxes, assessments, claims for labor, materials, or supplies which have been incurred prior to Closing and which if unpaid, might by law become a lien or charge upon the Property. Real estate taxes, if any, shall be prorated as of the Date of Closing based on one hundred (100%) percent of the most recent ascertainable full year tax bill.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, INCLUDING THE EXHIBITS ATTACHED HERETO, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY OFFICER, EMPLOYEE, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.

In order to induce Seller to enter into this Agreement, Purchaser represents, warrants, and covenants to Seller as set forth below. Each of the following representations shall be deemed remade as of the Closing Date.

(k) this Agreement and all documents or instruments delivered by Purchaser in connection with the transaction contemplated by this Agreement have been or will be at the time of delivery duly authorized and all obligations of Purchaser under this Agreement and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Agreement nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which Purchaser is a party or to which it is subject;

(l) there are no actions, suits, or proceedings pending or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any administrative, regulatory, adjudicatory or arbitration body or agency of any kind that have, or could reasonably be expected to have, a material and adverse effect on the performance by Purchaser of its obligations pursuant to and as contemplated by the terms and provisions hereof;

(m) Purchaser is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**"). Purchaser is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders; and

(n) Purchaser understands and acknowledges that the Agreement is expressly contingent upon the Parties' entering into a Redevelopment Agreement addressing, without limitation, the matters identified on Exhibit B. Purchaser understands and acknowledges that failure to enter into a Redevelopment Agreement acceptable to the Seller during the Regulatory Approval Period provides grounds for the Seller, exercising its sole discretion and at any time after the Regulatory Approval Period to unilaterally terminate this Agreement and the Parties' rights, duties, and obligations hereunder.

8. Condition of Property.

(a) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, INCLUDING ITS EXHIBITS, PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS, NOT OTHERWISE REMEDIATED BY THE SELLER PRIOR TO CLOSING, AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents, and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral, or written with respect to the following:

1) the granting of any required permits or approvals, if any, of any governmental bodies which have jurisdiction over the construction or development of the Property, including, without limitation, the Seller;

2) the granting of any permits or approvals concerning any matters that may be addressed within the Redevelopment Agreement;

3) approval of the Redevelopment Agreement; and

4) the habitability, merchantability, marketability, profitability, or fitness of the Property for the Development.

(b) The Closing of this transaction shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain independent, qualified professionals to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property. This Section shall survive Closing.

9. Taxes and Special Assessments. The Seller will ensure that there are no outstanding and unpaid real estate tax or special assessment liabilities due and owing up to and including the Closing Date, and that the Property will be conveyed to the Purchaser free of any such taxes, transfer taxes, assessments, or liens.

10. Closing Costs; Related Fees. Except as provided herein, the Parties shall evenly split (*i.e.*, 50% / 50%) the costs of Closing, excluding escrow costs and fees, which shall be fully paid by Purchaser.

11. Seller's Obligations at Closing. At or prior to the Closing Date, Seller shall:

(a) Deliver to Purchaser a duly recordable special warranty deed to the Property with all stamps affixed thereto conveying to Purchaser fee simple title to the Property and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller;

(b) Deliver to Purchaser the affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;

(c) Deliver to Title Company an ALTA Statement, on Title Company's standard form, executed by Seller;

(d) Deliver to Title Company an affidavit stating that there is no property manager at the Property; and

(e) Deliver to Title Company a settlement statement; and

(f) Deliver an Affidavit of Title executed by the Seller warranting that no outstanding mechanic's lien rights exist and that the property is subject to no leases, liens or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement.

The Parties shall also deliver such additional documents and matters as shall be reasonably required to close the transactions contemplated by this Agreement including, without limitation, Real Estate Transfer Tax Declarations, copies of paid real estate tax bills, and most recent notices of assessment valuation, if any. Drafts of all Seller Closing documents listed in this Section 11 will be delivered to the Purchaser at least five (5) days prior to the Closing Date for the Purchaser's approval.

12. Purchaser's Obligations at Closing. At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, Purchaser shall deliver the Purchase Price and Purchaser's share of Closing costs. At or before Closing, Purchaser shall execute and deliver to the Title Company such documents, and perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing.

13. Delivery of Possession of Property. The Seller shall deliver legal fee simple title for the Property to the Purchaser at Closing. Except as otherwise provided in this Agreement, if the Purchaser alters the Property or causes or allows the Property to be altered in any way (excluding the Demolition Work) and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and Purchaser waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

14. Deed. The deed to be delivered by Seller at Closing shall be a special warranty deed ("**Deed**") that covenants that Seller grants only that title which Seller may have and that Seller will only defend title against persons claiming by, through, or under the Seller, but not otherwise, and includes a right of reverter in favor of the Seller should the Purchaser fail to close on the financing required to substantially complete the Development. In further clarification of the foregoing, a right of reverter will not be included in the Deed if Purchaser provides Seller, on or before Closing, written proof of financing sufficient, in the Seller's sole discretion, to substantially complete the Development. If a right of reverter is included in the Deed, such right of reverter will terminate and be released of record upon Purchaser's closing of financing required to substantially complete the Development and Purchaser providing written proof of the same to the Seller in a form acceptable to the Seller, in the Seller's sole discretion. Any reference to the term "Deed" or "deed" herein shall be construed to refer to such form of deed.

15. Conditions to the Seller's Performance. The Seller shall have the right, at the Seller's sole discretion, to terminate this Agreement if:

(a) The Purchaser is the former mortgagor of the Property, or is related to or affiliated in any way with the former mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement;

(b) The Seller, at the Seller's sole discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;

(c) The Purchaser fails to or is unable to obtain during the Regulatory Approval Period all Regulatory Approvals including, without limitation, the Redevelopment Agreement, required to develop and operate the Development on the Property;

(d) The Seller is unable to verify the Purchaser's financial capacity and fitness to successfully construct and operate the Development during the Regulatory Approval Period; or

(e) Any material misrepresentation is made by the Purchaser.

16. Indemnification. The Purchaser agrees to indemnify and fully protect, defend, and hold harmless the Seller and its elected and appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against the Seller, its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

(a) Inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns; and

(b) The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to Closing,

except to the extent caused by the willful or intentional act of the Seller. This Section shall survive Closing.

17. Risk of Loss. In the event of fire, destruction, or other casualty loss to the Property, but excluding the Demolition Work, after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, with the consent of the Purchaser, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller repairs or restores the Property, then the Seller may, with the consent of the Purchaser, limit the amount to be expended. Whether or not Seller repairs or restores the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement. The Purchaser will provide no indemnification to the Seller otherwise required under this Agreement in the event that the Seller takes any action, whether consented to or not by the Purchaser, to repair or restore the Property.

18. Discharge. Seller’s delivery of the deed to the Property to the Purchaser shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement.

19. Brokerage. Seller has not contracted with any real estate broker, agent, finder, or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property other than Matt Ishikawa of CBRE, Inc. on behalf of Seller (“**Seller’s Broker**”). Seller shall pay the Seller’s Broker at Closing per separate agreement, and shall indemnify, defend, and hold Purchaser harmless from and against any commission or other payment due to, or sought by, Seller’s Broker in connection with this matter. Purchaser represents and warrants that it has neither retained nor engaged a broker in connection with this Agreement, including, without limitation, any transaction contemplated by this Agreement. Purchaser agrees to indemnify, defend, and hold Seller harmless for any claim (including reasonable expenses, including legal fees and costs, incurred in defending such claim, demand, or cause of action) made by a broker or sales agent or similar party in connection with this transaction and claiming by or through the indemnifying Party and not disclosed herein. The provisions of this Section shall survive the Closing.

20. Remedies. If either Party defaults in the performance of this Agreement, the non-defaulting Party's exclusive remedies shall be to either: (i) terminate this Agreement and, in the case of a Purchaser default, the Seller will retain the Earnest Money; or (ii) pursue specific performance. Except as expressly provided herein, Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages, excluding the Earnest Money as a result of any breach of this Agreement.

21. Miscellaneous. The following general provisions govern this Agreement.

(a) No Waiver. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

(b) Time of Essence. Time is of the essence of this Agreement.

(c) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in DuPage County, Illinois.

(d) Notices. All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by email, or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section):

If to Seller:
Village of Glen Ellyn
Attn: Mark Franz
535 Duane Street
Glen Ellyn, Illinois 60137
Email: mfranz@glenellyn.org

With a Copy to:
Ancel Glink, P.C.
Attn: Gregory W. Jones
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Email: gjones@ancelglink.com

If to Purchaser:
Full Circle Communities, Inc.
Attn: Lindsey Haines
310 S. Peoria Street
Suite 500
Chicago, IL 60607
Email: lhaines@fccommunities.org

With a Copy to:
Steven Friedland
Applegate & Thorne-Thomsen
425 S. Financial Place
Suite 1900
Chicago, IL 60605
Email: sfriedland@att-law.com

In the event either Party delivers a notice by email, as set forth above, such Party agrees to immediately deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by email, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

(e) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party without the prior written consent of the other Party.

(f) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

(g) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

(h) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

(i) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express, or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

22. IHDA Site Control Provisions.

(a) Environmental Review. Notwithstanding any other provision of this Agreement, Purchaser shall have no obligation to purchase the Property, and no transfer of title to the Purchaser may occur, unless and until Illinois Housing Development Authority has provided Purchaser and/or Seller with a written notification that:

1. It has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other contingencies in this Agreement:

(i) The purchase may proceed, or

(ii)The purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property; or

2. It has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. Illinois Housing Development Authority shall use its best efforts to conclude the environmental review of the Property expeditiously.

(b) Voluntary Acquisition. Purchaser is interested in acquiring Property for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD). Purchaser does not have authority to acquire property by eminent domain. In the event Purchaser and Seller cannot reach an amicable agreement for the purchase of Property, Purchaser will not pursue this proposed acquisition. Purchaser is prepared to offer the Seller $1,750,000.00 to purchase the Property. Purchaser believes this amount represents the current market value of property. In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance. Tenant-occupants displaced as a result of a voluntary acquisition may be entitled to URA relocation assistance and must be so informed per 49 CFR 24.2(a)(15)(iv) – Initiations of negotiations, and 49 CFR 24 Appendix A - 24.2(a)(15)(iv).

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

PURCHASER:

Full Circle Communities, Inc., an Illinois not-for-profit corporation

Name: Joshua Wilmoth
Title: President & CEO

Date: 2/16/2024

Attest

Name: Jordan Bartle
Title: Vice President

Date: 2/16/2024

SELLER:

Village of Glen Ellyn, an Illinois municipal corporation

Name:
Title:

Date: ______________________________

Attest

Name:
Title:

Date: ______________________________

Exhibit A

Property's Legal Description

[insert]

P.I.Ns.: 05-23-200-012
05-23-200-016
05-23-200-021

Address: 640 Taft Avenue, Glen Ellyn, Illinois

Exhibit B

Redevelopment Agreement Terms

The following terms will serve as the basis for preparing the Redevelopment Agreement. It is understood the following terms and conditions are not exclusive, but instead an outline of the core terms that will be incorporated into the initial draft of the Redevelopment Agreement. These terms are not enforceable or binding until the Parties approve a Redevelopment Agreement containing such terms.

a) No building located on the Property shall exceed three (3) stories in height.

b) The first floor of any building located on the Property will be designed so as to be aesthetically consistent with the appearance of commercial structures located in the area.

c) Purchaser will use its best efforts to design, construct, and provide approximately 25 parking spaces on the Property to be shared by the Glen Ellyn Animal Hospital.

d) Purchaser agrees (1) to fully and timely pay all taxes and assessments levied against the Property and the Development during the Redevelopment Agreement's term; and (2) not to file a tax exemption petition against the Property during the Redevelopment Agreement's term. However, Purchaser may apply for tax incentives including but not limited to the current affordable housing special assessment program incentive.

e) Purchaser will maintain the Property in accordance with the plans approved by the Seller during the Redevelopment Agreement's term, and otherwise comply with all laws, rules, and regulations applicable to the Property and the Development during the same time period.

f) Purchaser will preserve no less than thirty (30%) of the Development's dwelling units as permanent supportive housing for persons with disabilities. In addition, Purchaser will provide a waitlist preference to persons with disabilities for all dwelling units located in the Development.

g) No more than 42 dwelling units will be located on the Property. All dwelling units will serve individuals or households earning eighty (80%) percent or less of the area median income.

h) Purchaser will, on a permanent basis, provide supportive services on the Property.

i) Before Seller issues a permit authorizing construction on the Development, Purchaser will provide Seller with a letter of credit in a form and amount approved by the Seller ensuring sufficient funds to complete the public improvements associated with the Development and secure and restore the Property in the event of a Purchaser default.

j) Purchaser will defend, indemnify, and hold the Seller harmless from any claims related to the Development, including, without limitation, its construction and operation, and the Property.

k) Purchaser will provide Seller with access to all documents and records concerning the Development upon the Seller's reasonable request.

l) Purchaser will, at its sole cost, locate and relocate all utilities serving the Property underground before issuance of a temporary or final occupancy certificate for the Development or any part thereof.

m) Purchaser Duty to Construct Public Improvements. The Purchaser shall, at its sole cost, construct and install all public improvements, including, without limitation, streetscape improvements located in those portions of the Taft Avenue and Exmoor Avenue rights of way located between the Property and the front / face of the curb existing on the Effective Date, and all water, sanitary, storm sewer, and other utility improvements, and bury the existing above-ground ComEd lines and other above-ground utilities, all as depicted on the Final Engineering Plan.

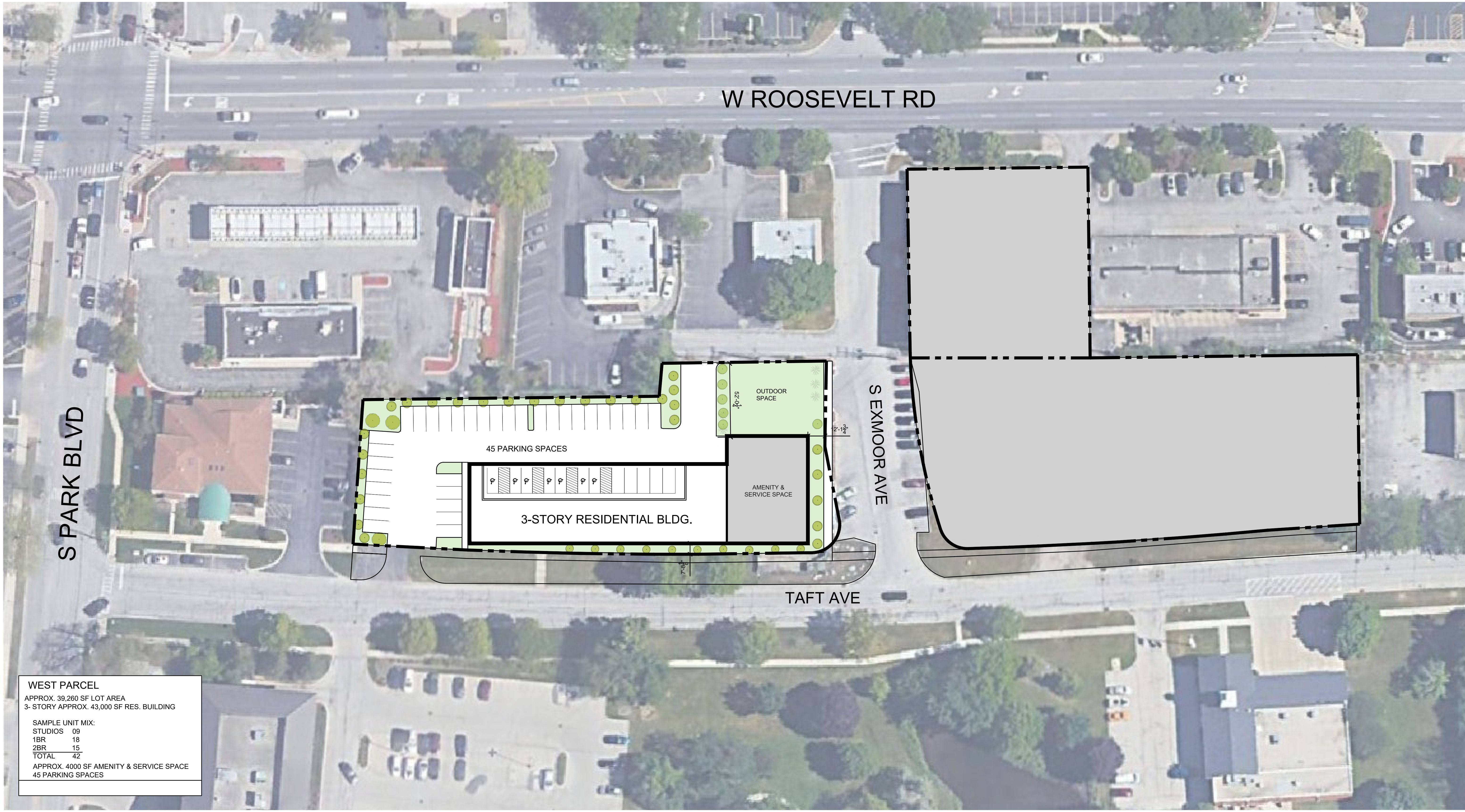
n) Purchaser shall not receive from the Seller any economic incentive related to the Development, its construction, or operation. Provided, however, the Parties agree to reasonably cooperate in applying for grant and governmental funds for the Development including, without limitation, the Grant. To the extent such funds are disbursed or allocated to the Seller, the Seller will use such funds to support the Demolition Work.

Exhibit C

Permitted Exceptions

[To be attached later]

4822-5169-2663, v. 1



SITE PLAN - OPTION 03

08/24/2023

NORTH

0 15 30 60 (FT)

FULL CIRCLE communities

RESIDENCES AT GLEN ELLYN

TAFT AVENUE GLEN ELLYN, ILLINOIS

CORDOGAN CLARK
ARCHITECTURE • ENGINEERING • CONSTRUCTION

Ryan

311 South Wacker Drive
Suite 4800
Chicago, Illinois 60606
Main 312.980.1122
Fax 312.980.1132
www.ryan.com

PRELIMINARY DRAFT FOR DISCUSSION ONLY

MEMORANDUM

TO: Village of Glen Ellyn

FROM: Ryan, LLC

RE: Roosevelt Road Hotel Site – Redevelopment Proposals Incremental Tax Analysis

DATE: February 21, 2024

Introduction

The Village of Glen Ellyn has retained Ryan to prepare estimates of TIF incremental property and sales tax revenues for two private redevelopment proposals that have been presented to Village staff for the former hotel site located at 675-677 Roosevelt Road and 660 Taft Road (the "Site"). The Site consists of approximately 2.2 acres and is comprised of seven (7) tax parcels and is located in the Roosevelt Road/Park Boulevard TIF which was established in 2013 and which is due to expire in 2036, with the final property tax collection year in 2037. The site has a 2013 TIF total frozen equalized assessed value of $1,034,570 (the "Base EAV"). Three of the tax parcels are situated on the east side of Exmoor Avenue and four of the tax parcels are situated on the west side of Exmoor Avenue. The seven (7) tax parcels and their respective Base EAVs are shown below:

PARCEL NO.	2013 BASE EAV
05-23-201-026	$ 262,180
05-23-201-028	$ 137,750
05-23-201-008	$ 58,090
05-23-201-007	$ 155,090
05-23-200-021	$ 42,330
05-23-200-012	$ 321,260
05-23-200-016	$ 57,870
TOTAL	**$1,034,570**

We relied on developer-provided site plans, and discussions with Village staff and compared them to the configuration of the Former Hotel Site parcels shown in maps provided by DuPage County to determine the tax parcels and corresponding Base EAVs associated with each development proposal.

Data Sources: Limitations of Ryan Analysis

Ryan's analysis is based primarily on information contained in each of the developer's respective redevelopment proposals, as well as on discussions with Village staff, including proposed uses, square footages, projected market values, projected sales, and other variables. Ryan also relied on discussions with its own internal data sources as a basis of comparison to assess the reasonableness of each developer's assumptions and project parameters.

It is important to note that Ryan is not a certified appraiser nor is Ryan providing any assessment of the commercial and residential markets for DuPage County nor a retail market expert. To the extent the Village desires to verify valuations or sales forecasts in more detail, appropriate professionals should be retained. Ryan's assignment consists of an overall review of each developer's redevelopment proposal to create corresponding estimates of tax increment associated with each. In addition, no review was made relating to parking, zoning or planning issues, which would be reviewed by Village staff separately.

Redevelopment Proposals Summary

The two redevelopment proposals are summarized below:

1. **Full Circle** - 42 units of affordable housing with 3,760 square feet of office, day-care or not-for-profit use to be located on the northwest corner of Roosevelt Road and Exmoor

2. **PG Real Estate** – 4,000 square foot drive-thru restaurant and 8,000 square foot medical building to be located on the northeast corner of Roosevelt Road and Exmoor

General Assumptions

Since the development parameters and economics of each of the two redevelopment proposals are preliminary, and therefore, not well-defined, the Village is cautioned to evaluate Ryan's projections only on a high-level basis. Below are our general assumptions for each of the proposed redevelopment proposals:

- TIF expires in 2036 with final collection year in 2037
- Full Circle development is completed in 2026 with stabilized occupancy in January 2027
- PG development is completed in 2026 with stabilized occupancy in January 2027
- 2022 property tax rate of 7.7745%
- Annual growth rate of 3% for property, sales, and food and beverage ("F&B") taxes
- Sales tax rate is assumed to be 1% for local share of State sales taxes

- Home Rule sales tax rate of 1.25%
- Food & Beverage (F&B) sales tax rate is assumed to be 1.5%

Tax Increment Analyses:

1. **Full Circle West (Affordable Housing Tax Credits)**

This non-profit developer's planned redevelopment is proposed for the three tax parcels west of Exmoor, shown below, with a total 2013 Base EAV of $421,460.

	2013 Base EAV
05-23-200-012	$321,260
05-23-200-016	$ 57,870
05-23-200-021	$ 42,330
Total Base EAV	**$421,460**

Full Circle has proposed the development of 42 affordable residential rental units, along with 3,760 square feet of commercial space to be used as a non-for-profit office, day care center, or other office use.

In this analysis, we have assumed that the construction of the redevelopment project will be completed in 2026, a will achieve operating stabilization by January 2027 and, so, will be fully assessed starting in tax assessment year 2027, with the first distribution of property taxes made to the Village in 2028.

In our assessment of the potential equalized assessed value of the redevelopment project, we considered the developer's estimate of $65,000 of annual property taxes. We also performed a review of the 2022 equalized assessed valuations of some of Full Circle's comparable affordable housing developments. Based on these analyses, we assumed a 2027 market value for assessment purposes of $65,000, and a market value of $100 per square foot for the commercial space. Based on the limited amount of information provided by the developer with respect to the project and, in particular with respect to rental rates, these values do not appear to be unreasonable. In order to confirm these assumptions, we would need to undertake further research upon receipt of more detailed operating information.

Full Circle assumed a 4% annual growth rate for property taxes. We believe this assumption is aggressive and so, we assumed a 3% annual growth rate, as noted in the General Assumptions above. It also appears that Full Circle *included* the taxes attributable to the 2013 Base EAV in calculating its projected *total* property taxes, rather than only the *increment*. Our analysis excludes annual taxes attributable to the Base EAV to calculate *incremental* property taxes.

Our analysis estimates cumulative *incremental* property tax increment over the remaining life of the TIF at $594,164 (again, assuming a 3% annual tax inflation rate) as shown in the attached Exhibit A-1. As noted above, this excludes taxes attributable to the 2013 base EAV and, therefore, represents only *incremental* property taxes generated by the proposed development. In contrast, Full Circle's proposal estimates *total* property taxes for the last ten years of the TIF at $780,000, assuming a 4% annual tax inflation rate, and likely includes taxes generated by the 2013 Base EAV.

It should be noted that, although Full Circle's proposal is for a residential development, since the developer has not requested any TIF assistance, we have assumed no annual tuition reimbursement to the school districts from incremental property tax revenues as otherwise required by the Illinois TIF Act. It should also be noted that we did not assume any type of sales tax increment would be generated by this project, since the types of uses proposed are service-oriented and will likely not yield any type of consequential taxable sales.

2. PG Real Estate (Drive-Thru Restaurant, Medical, Service)

Based on the site plan provided by the PG, it is our understanding that this proposed redevelopment project is intended for the four tax parcels comprising the Former Hotel Site for a total 2013Base EAV of $613,110 as shown below:

	2013 Base EAV
05-23-201-026	$262,180
05-23-201-007	$155,090
05-23-201-008	$ 58,090
05-23-201-028	$137,750
Total Base EAV	$**613,110**

PG has proposed the development of a 4,000 square foot restaurant building with drive-thru, and medical/service building of approximately 6,000 to 8,000 square feet. Based on this, our assumptions consist of a 4,000 square foot restaurant with drive-thru service (size based on developer sales tax projections) and 8,000 square foot service/medical/daycare use building, the upper end for the square foot range presented by PG. Also based on PG's submissions and discussions with Village staff, we assumed the property is fully assessed starting at the beginning of 2027. PG's development proposal assumes an average market value for assessment purposes of $275 per square foot for both components of the development. Based on our examination of comparable market values for assessment purposes for similar developments in the local area, we assumed market values for assessment purposes of $300 per square foot for the restaurant/drive-thru building and $195 per square foot for the medical/service use building.

Based on all of these market value assumptions, we estimate cumulative property tax *increment* of $342,797 for the remaining life of the TIF, as shown in the attached Exhibit B-1. As noted above, this excludes taxes attributable to the 2013 base EAV. By contrast, the developer maintains that the proposed development will yield $158,058 in the first year alone. We attribute this difference to the developer's higher market value assumption of $275 per square foot for both development components and the likely inclusion of the taxes generated by the Base EAV in the developer's projections of property taxes. If we were to assume PG's market value of $275 per square foot for both components, then cumulative *incremental* real estate taxes would be $503,037 (see Exhibit B-2). It should be noted that student contributions do not apply to this analysis, since the proposed uses are not residential.

Our incremental sales tax projections assume restaurant sales of $400 per square foot based on the developer's projections, which we deem reasonable for a restaurant with drive-thru service. The 8,000 square foot service/medical/daycare use is not expected to generate sales taxes. Accordingly, we estimate all cumulative incremental sales and food and beverage taxes for the remaining life of the TIF for this redevelopment proposal as follows:

• Local Distributive Share Sales Tax (see Exhibit B-3)	$ 199,549
• Food & Beverage Sales Tax (see Exhibit B-4)	$ 307,387
• Home Rule Sales Tax (see Exhibit B-3)	$ 249,436
Total Cumulative Sales Tax	
	$ 756,720

By contrast, the developer presented projected food and beverage taxes of $24,000 per year and home rule sales taxes of $20,000 per year. The developer's presentation appears to have omitted the local distributive share of State sales tax of 1%, which we estimate at $16,000 in the first stabilized year, increasing at 3% annual inflation rate thereafter to as much as $21,000 in the last collection year of the TIF. According to the developer, then, cumulative incremental sales taxes from all three sources over the remaining life of the TIF would be $600,000, approximately three-quarters of what we project.

SUMMARY OF FINDINGS

The below Table 1 presents a summary of the two redevelopment proposals and suggests that the Full Circle and PG Real Estate redevelopment projects will have an approximate total EAV of $1,953,758 in the first year, as opposed to the 2013 Base EAV of $1,034,570, an increase of $919,168.

The below Table 1 also indicates that the two proposed developments, combined, will potentially generate approximately $1,693,092 of *cumulative* property tax, and sales and food and beverage tax *increment*, combined, over the remaining life of the TIF.

The below table also compares the *first stabilized year* (2027) projected *annual* incremental taxes generated by the two redevelopment proposals with the amount of *annual* property taxes that all seven tax parcels generated when the tax parcels were last occupied by the former hotel in 2021. It can be seen that the former hotel generated property taxes in its last year of operations (2021) of $31,536. By contrast, we estimate the two proposed new uses to generate $151,854 of annual real estate taxes in the *first stabilized year* (including property taxes attributable to the Base EAVs), increasing 3% each year thereafter.

In addition, we estimate that the PG redevelopment project is expected to generate $51,000 of *annual* sales and food and beverage taxes in the *first stabilized year*, also increasing 3% per year thereafter. Taken together, total *annual* property and all sales taxes are estimated at $202,854 in the first stabilized year, as compared to the *annual* taxes of $31,536 generated in the last operating year of the former hotel in 2021.

It should be noted that these estimates of property and sales tax increment are preliminary, and subject to change pending each of the developers finalizing their respective development and operating parameters.

Table 1

REDEVELOPMENT PROJECT	2013 Base EAV	2027 Total EAV	Total Sq.Ft./Units	Restaurant Sq.Ft.(1)	Commerical Sq.Ft.(2)	CUMULATIVE TAX INCREMENT AMOUNTS (2026-2037): Property Taxes	Local Dist. Share Sales Sales Taxes	Home Rule Sales Taxes	Food and Beverage Taxes	Total Cumulative Taxes
Full Circle Communities	$421,460	$1,034,298	42	-	3,760	594,011	-	-	-	594,011
PG Real Estate	$613,110	$919,440	12,000	4,000	8,000	342,709	199,549	249,436	307,387	1,099,081
	$1,034,570	**$1,953,738**								**1,693,092**

REDEVELOPMENT PROJECT	2013 Base EAV	2027 Total EAV	Total Sq.Ft./Units	Restaurant Sq.Ft.(1)	Commerical Sq.Ft.(2)	ANNUAL TOTAL TAX AMOUNTS STABILIZED 2027 **: 1st Yr Annual Property Taxes ***	1st Yr. Annual LDS Sales Sales Taxes	1st Yr. Annual Home Rule Sales Taxes	1st Yr. Annual F & B Taxes	Total 1st Yr. Annual Taxes
Full Circle Communities	$421,460	$1,034,298	42	-	3,760	80,391	-	-	-	80,391
PG Real Estate	$613,110	$919,440	12,000	4,000	8,000	71,463	12,000	15,000	24,000	122,463
	$1,034,570	**$1,953,738**				**151,854**				**202,854**
Former Hotel Use*						31,536				

*Excludes any annual sales tax in the analysis
** Annual amounts are from the first year of the TIF projections
*** Includes annual tax attributable to the Base EAV

EXHIBIT A-1

Full Circle

Incremental Property Tax Analysis

Village of Glen Ellyn, Illinois
Full Circle
Projected Incremental Taxes
2/21/2024

					Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	*TIF Expiration* 2036	*Final Collection* 2037
Component Name	Project Description	Class Code	Occupancy Date	Sq. Ft./ # Units	Market Value Sq. Ft./Unit	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Yr. 11
1	Affordable Multi-family Development	1	Jan-27	42	65,000.00	909,090	936,363	964,454	993,387	1,023,189	1,053,884	1,085,501	1,118,066	1,151,608	1,186,156	1,221,741
2	Commercial Space	3	Jan-27	3,760	100.00	125,208	128,964	132,833	136,818	140,923	145,150	149,505	153,990	158,610	163,368	168,269
Total EAV All Components						1,034,298	1,065,327	1,097,287	1,130,205	1,164,112	1,199,035	1,235,006	1,272,056	1,310,218	1,349,524	1,390,010
I. Incremental Property Taxes:																
(a) Base EAV						421,460	421,460	421,460	421,460	421,460	421,460	421,460	421,460	421,460	421,460	421,460
(b) Incremental EAV						612,838	643,867	675,827	708,745	742,652	777,575	813,546	850,596	888,758	928,064	968,550
(c) Tax Rate 7.7745%						7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%
(d) Total Est. Incremental Property Taxes						0	47,645	50,057	52,542	55,101	57,737	60,453	63,249	66,130	69,096	72,152
(e) Incremental Property Taxes (Residential Only) Set Aside for School Districts		0.0%				0	0	0	0	0	0	0	0	0	0	0
(f) Est. Incremental Property Taxes Available						0	47,645	50,057	52,542	55,101	57,737	60,453	63,249	66,130	69,096	72,152
(g) TIF Administrative Costs						0	0	0	0	0	0	0	0	0	0	0
(h) Carryforward of Administrative Costs						0	0	0	0	0	0	0	0	0	0	0
(i) Incremental Property Taxes Available for Redevelopment Costs						0	47,645	50,057	52,542	55,101	57,737	60,453	63,249	66,130	69,096	72,152
(j) Cumulative Incremental Property Taxes Available for Redevelopment Costs					594,164	0	47,645	97,703	150,245	205,346	263,084	323,536	386,785	452,915	522,011	594,164

EXHIBIT B-1

PG

Incremental Property Tax Analysis
($300 and $195 Per Sq Ft Market Value)

Village of Glen Ellyn, Illinois
PG Real Estate
Projected Incremental Taxes
2/21/2024

					Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	*TIF Expiration* 2036	*Final Collection* 2037
Component Name	Project Description	Class Code	Occupancy Date	Sq. Ft./ # Units	Market Value Sq. Ft./Unit	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Yr. 11
1	Restaurant with Drive-Thru	3	Jan-27	4,000	300.00	399,960	411,959	424,318	437,047	450,159	463,663	477,573	491,900	506,657	521,857	537,513
2	Service/Medical/Daycare Building	3	Jan-27	8,000	195.00	519,480	535,064	551,116	567,650	584,679	602,220	620,286	638,895	658,062	677,804	698,138
Total EAV All Components						919,440	947,023	975,434	1,004,697	1,034,838	1,065,883	1,097,859	1,130,795	1,164,719	1,199,661	1,235,650
I. Incremental Property Taxes:																
(a) Base EAV						613,110	613,110	613,110	613,110	613,110	613,110	613,110	613,110	613,110	613,110	613,110
(b) Incremental EAV						306,330	333,913	362,324	391,587	421,728	452,773	484,749	517,685	551,609	586,551	622,540
(c) Tax Rate 7.7745%						7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%
(d) Incremental Property Taxes Available for Redevelopment Costs						0	23,816	25,960	28,169	30,444	32,787	35,201	37,687	40,247	42,885	45,601
(e) Cumulative Incremental Property Taxes Available for Redevelopment Costs					342,797	0	23,816	49,776	77,945	108,389	141,176	176,377	214,063	254,311	297,196	342,797

EXHIBIT B-2

PG

Incremental Property Tax Analysis
($275 Per Sq Ft Market Value)

Village of Glen Ellyn, Illinois
PG Real Estate
Projected Incremental Taxes
2/21/2024

Component Name	Project Description	Class Code	Occupancy Date	Sq. Ft./ # Units	Market Value Sq. Ft./Unit	Year	2027 Yr. 1	2028 Yr. 2	2029 Yr. 3	2030 Yr. 4	2031 Yr. 5	2032 Yr. 6	2033 Yr. 7	2034 Yr. 8	2035 Yr. 9	*TIF Expiration* 2036 Yr. 10	*Final Collection* 2037 Yr. 11
1	Restaurant with Drive-Thru	3	Jan-27	4,000	275.00		366,630	377,629	388,958	400,627	412,645	425,025	437,775	450,909	464,436	478,369	492,720
2	Service/Medical/Daycare Building	3	Jan-27	8,000	275.00		732,600	754,578	777,215	800,532	824,548	849,284	874,763	901,006	928,036	955,877	984,553
Total EAV All Components							1,099,230	1,132,207	1,166,173	1,201,158	1,237,193	1,274,309	1,312,538	1,351,914	1,392,472	1,434,246	1,477,273
I. Incremental Property Taxes:																	
(a) Base EAV							613,110	613,110	613,110	613,110	613,110	613,110	613,110	613,110	613,110	613,110	613,110
(b) Incremental EAV							486,120	519,097	553,063	588,048	624,083	661,199	699,428	738,804	779,362	821,136	864,163
(c) Tax Rate 7.7745%							7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%	7.7745%
(d) Incremental Property Taxes Available for Redevelopment Costs							0	37,793	40,357	42,998	45,718	48,519	51,405	54,377	57,438	60,591	63,839
(e) Cumulative Incremental Property Taxes Available for Redevelopment Costs					503,037		0	37,793	78,151	121,148	166,866	215,386	266,791	321,168	378,606	439,197	503,037

EXHIBIT B-3

PG

Incremental Sales Tax Analysis

Village of Glen Ellyn, Illinois
PG Real Estate
Projected Sales Taxes
2/21/2024

						Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	*TIF Expiration* 2036	*Final Collection* 2037
Component Name	Project Description	Occupancy Date	Sq. Ft. Gen. Sales	Initial Sales Per Sq. Ft.	% Taxable (Local Sales Tax Rate	% Taxable (Home Rule Tax Rate)											
1	Restaurant with Drive-Thru	Jan-27	4,000	400.00	100%	100%	1,600,000	1,648,000	1,697,440	1,748,363	1,800,814	1,854,839	1,910,484	1,967,798	2,026,832	2,087,637	2,150,266
2	Service/Medical/Daycare Bu	Jan-27	8,000	0.00	100%	100%	0	0	0	0	0	0	0	0	0	0	0
Total Sales - All Components							1,600,000	1,648,000	1,697,440	1,748,363	1,800,814	1,854,839	1,910,484	1,967,798	2,026,832	2,087,637	2,150,266
Total Sales - Subject To Home Rule and BD Sales Taxes							1,600,000	1,648,000	1,697,440	1,748,363	1,800,814	1,854,839	1,910,484	1,967,798	2,026,832	2,087,637	2,150,266
I. Local Distributive Share of State Sales Taxes																	
(a) Sales Tax Rate of Local Distributive Share of State Sales Taxes							1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
(b) Local Distributive Share of State Sales Taxes							16,000	16,480	16,974	17,484	18,008	18,548	19,105	19,678	20,268	20,876	21,503
(c) Total LDS Taxes Collected (25% of Total Sales From Prior Year/ 75% From Current Year)							12,000	16,360	16,851	17,356	17,877	18,413	18,966	19,535	20,121	20,724	21,346
(d) Cumulative Local Distributive Share Sales Taxes						199,549	12,000	28,360	45,211	62,567	80,444	98,857	117,823	137,358	157,479	178,203	199,549
II. Home Rule Sales Tax																	
(a) Home Rule Sales Tax Rate							1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
(b) Home Rule Sales Taxes							20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095	26,878
(c) Total Home Rule Sales Taxes Collected (25% of Total Sales From Prior Year/ 75% From Current Year)							15,000	20,450	21,064	21,695	22,346	23,017	23,707	24,418	25,151	25,905	26,683
(d) Cumulative Home Rule Sales Taxes						249,436	15,000	35,450	56,514	78,209	100,555	123,572	147,279	171,697	196,848	222,754	249,436
III. Total Sales Taxes Collected																	
(a) Local Distributive Share of State Sales Taxes							12,000	16,360	16,851	17,356	17,877	18,413	18,966	19,535	20,121	20,724	21,346
(b) Home Rule Sales Taxes							15,000	20,450	21,064	21,695	22,346	23,017	23,707	24,418	25,151	25,905	26,683
(c) Total Sales Taxes							27,000	36,810	37,914	39,052	40,223	41,430	42,673	43,953	45,272	46,630	48,029
(d) Cumulative Incremental Sales Taxes Collected						448,985	27,000	63,810	101,724	140,776	180,999	222,429	265,102	309,055	354,327	400,957	448,985

EXHIBIT B-4

PG

Incremental Food & Beverage Tax Analysis

Village of Glen Ellyn, Illinois
PG Real Estate
Projected Food and Beverage Sales Taxes
2/21/2024

Component Name	Project Description	Occupancy Date	Sq. Ft. F&B Sales	Initial F&B Sales Per Sq. Ft.	Year 2027	2028	2029	2030	2031	2032	2033	2034	2035	*TIF Expiration* 2036	*Final Collection* 2037
1	Restaurant with Drive-Thru	Jan-27	4,000	400.00	1,600,000	1,648,000	1,697,440	1,748,363	1,800,814	1,854,839	1,910,484	1,967,798	2,026,832	2,087,637	2,150,266
2	Service/Medical/Daycare Buildin	Jan-27	8,000	0.00	0	0	0	0	0	0	0	0	0	0	0
Total Food and Beverage Sales					1,600,000	1,648,000	1,697,440	1,748,363	1,800,814	1,854,839	1,910,484	1,967,798	2,026,832	2,087,637	2,150,266
I. Food and Beverage Sales Taxes															
(a) Food and Beverage Sales Tax Rate					1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
(b) Food and Beverage Sales Taxes					24,000	24,720	25,462	26,225	27,012	27,823	28,657	29,517	30,402	31,315	32,254
(c) Cumulative Food and Beverage Sales Taxes				307,387	24,000	48,720	74,182	100,407	127,419	155,242	183,899	213,416	243,819	275,133	307,387