Agenda
Village of Glen Ellyn
Special Workshop Meeting
Monday, November 13, 2017
6:00 PM
Glen Ellyn Civic Center, Room 301

Village Board Workshop Procedures Statement

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

A. Call to Order

B. 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 three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to step to a microphone and state their name, address and the group they are representing prior to addressing the Village Board.

E. Potential Civic Center Renovations (Village Manager Franz) (Discussion Only)

1. Discussion on Potential Civic Center Renovations and Potential Partnership with the College of DuPage and School District 41/Park District.

   - College of DuPage Proposal (6:00 to 6:15)
   - School District 41 Proposal (6:15 to 6:45)
   - Board Discussion and Direction (6:45 to 7:00)

F. Other Items

G. Adjournment

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

Meeting: 11/13/17 06:00 PM
Department: Glen Ellyn Village Board
Department Head: Lindsey Kaminsky
Category: Discussion Item
Prepared By: Lindsey Kaminsky

SCHEDULED

AGENDA ITEM (ID # 2973) DOC ID: 2973

Discussion on Potential Civic Center Renovations and Potential Partnership with the College of DuPage and School District 41/Park District.

Background

Over the last year, the Village and College of DuPage (COD) have been exploring potential opportunities to utilize space in the Civic Center for two COD functions: COD's Center for Entrepreneurship and their emerging partnership with Choose DuPage/Rev 3 incubator group. (It should be noted that Choose DuPage is the Economic Development arm of DuPage County.) COD has been interested in expanding business outreach programs and researching ways to create an innovation center concept and is interested in locating both in the Civic Center, including their Center for Entrepreneurship (current P&D Department as well as a part of the 3rd floor of the Civic Center) and the Innovation DuPage Center (back of the Police Department and garage). Some years ago, the Village had identified as a Strategic Goal, to partner and develop a COD presence in the central business district (CBD). Partnering with COD, the County, Choose DuPage, Rev 3 and localizing this in the CBD, near the train station and steps away from Main Street, would appear to provide a great advantage to our downtown businesses, our business partners, and the overall community.

In July, the Village Board approved an MOU with the College of DuPage to allow the Village's architect (Dewberry) to design and cost out potential improvements to the Civic Center. These improvements would allow COD and Choose DuPage/Rev 3 to co-locate and create Innovation DuPage (ID) which has been recently launched as an innovation center for the county. As you recall, COD is paying for the costs to design and cost out potential tenant improvements and they would be responsible for all costs associated with these improvements.

At the meeting in July, the Village Board expressed some concerns about the future of the Civic Center, the framework for a partnership with COD/Choose DuPage and requested a more comprehensive master plan for the Civic Center. We hired Dewberry to finalize design plans for relocating and improving Village operations as well to design tenant improvements for ID in the Civic Center and determine costs for the following:

1. Village Costs to renovate the building for Village operations for front of Police; expanded Finance, and 2nd floor improvements in the former finance space
2. Tenant Improvements for ID for back of Police and current P&D Space
3. Shared Spaces
4. Parking Lot Analysis (Completed over next few weeks-December Workshop)

Over the last few months, we have been utilizing a Work Group consisting of President McGinley, Trustee Pryde, Village staff, Dewberry, COD representatives and Rev 3. This group has been helpful in sharing ideas and concerns, working towards maximizing the space in this building and working towards making long term improvements that will help sustain the Civic Center for the future.

Project Update

This master plan was discussed with the Village Board at the October Village Board Workshop. The consensus of the Board was to continue to pursue the COD partnership. However, the Village Board did spend some time vetting the SD41/Park District informal proposal as well as the COD concept. At the workshop, the majority of the Board was in favor of the COD option given that SD41 space needs are future-based (founded on the potential increase in students from a new proposed subdivision that may not happen), and that other options may be available now or in three years when the space needs would be known. Citing Economic Development benefits, a willingness and commitment of COD to spend up to $1.5M in the Civic Center next year, and pay an annual fee, the Village Board directed staff to proceed with drafting a license agreement and business terms for this potential partnership.

School District 41 Proposal: Since the Workshop, the School District and Park District have been further exploring options. Last week, staff conducting a tour of the Civic Center and the McKee House with Park District and School District staff and discussed other locations that may solve the problem without jeopardizing the COD partnership. This week, we received a formal proposal from SD 41, (Attached) that reiterates the desire to partner with the Park District to address their space needs. The proposal states:

1. Relocate EC/Preschool to North wing of SARC at School District expense.
2. The Park District would relocate to Civic Center under long-term lease at School District expense
3. The Park District would not charge the School District rent or operating costs, so long as village does not charge Park District.
4. The Park District would be responsible for operating/building costs for all of SARC and the Village would be responsible for same at Civic Center.
5. IGA would need to be negotiated between three parties
6. Asking Village to put the COD proposal on HOLD until end of January 2018 to work out all details.

Other alternatives were not included in this proposal. In addition, the proposal did not include any indication as to what space the Park District would need as we believe they would like to hire an architect to do some concept designs. Lastly, the proposal does not include any cost estimates. We believe the Park District and School District will be at the Workshop on 11/23 to answer any questions.

Innovation DuPage (ID) Update

COD is committed to moving forward and has shared with us the following economic impact of College of DuPage since its establishment 50 years ago.

- With over one million students educated and trained, College of DuPage has been positively impacting workforce and economic development.
- College of DuPage increased its economic development efforts in 1979 with the creation of

the Business and Professional Institute (now Business Solutions) and the Center for Workforce Development (now Center for Entrepreneurship) in 1984.

- The Center for Entrepreneurship (Small Business Development Center, International Trade Center and Procurement Technical Assistance Center) supported regional business in securing $192.0 million in contracts, $4.7 million in exports and $9.5 million in capital and loans in FY15 and FY16.

Borrowing from the success of 1871 in Chicago (a Chicago based business incubator and accelerator), College of DuPage and its partners are uniquely positioned in the well-resourced, international business corridor that is greater DuPage County. While private investors invest capital in startup and continuing small businesses through the innovation center, all public and private sector partners will provide expert mentors with real world business experience. College of DuPage will work with other educational institutions to provide programming that will advance regional entrepreneurial capabilities. Choose DuPage and Rev3 will connect the innovation center to the larger County while supporting a business incubation pathway through hundreds of annual events. COD/Rev 3 staff are projecting 4,000 visits a year to the ID and will be further reviewing these numbers over the next week. This activity generator will certainly drive some new and future business to the CBD as well as provide small business support for the lcoal business community in a convenient, downtown location. COD is extremely interested in Glen Ellyn's Civic Center location for the following reasons:

- More visibility for their new and enhanced Business Development concepts
- Raise the profile of Rev 3 and Choose DuPage (County)
- Downtown location, in the center of the county, near a train station provides them a competitive advantage over other incubators/accelerators
- More favorable lease terms for the Center for Entrepreneurship (Saving tax $)
- Close proximity to COD campus and additional resources

Since the workshop, Choose DuPage and COD voted unanimously to approve the concept and proceed ahead with the Civic Center location, if approved by all parties. COD has already developed a preliminary budget and funding plan and is actively seeking capital investors. It appears that the Innovation DuPage (ID) is going to happen, it is simply a matter of where and when. However, COD has expressed concerns about getting a firm commitment from the Village and requested that we provide them with a final answer by November 20.

Civic Center Renovation/COD Partnership

Therefore, attached is a proposed license agreement and a MOU for construction cost sharing for Village Board consideration. If approved, both COD and the Village are recommending a Contractor at Risk construction model and are prepared to jointly bid this project, once final design plans are finalized. Therefore, staff is recommending that we hire Dewberry to provide design and construction oversight services for this project, provided COD approves the license agreement and MOU at a future meeting. .

Cost Estimates

Through value engineering and scope modifications, the Village has reduced the cost estimates for our portion of the building, plus have an opportunity to make some significant improvements to other areas of the building at COD's expense. We are committing to sharing some additional costs with COD in the common areas as well as share architectural costs 50/50. Given our plans to be in the building long term, making a more comprehensive investment throughout the building is beneficial. Even if ID relocates, the improvements to their areas are permanent improvements which could be repurposed. Here is an estimated breakdown of total costs for the joint investment:

Area	Cost Estimates
Village including 50% of Shared Space	$ 1,286,439
COD including 50% of Shared Space	$ 1,729,247
Total Project Cost	**$ 3,015,686**

Lastly, the Work Group has also developed a tentative phased approach to ensure these potential plans would have minimal impact in our day to day operations as well as complete larger areas of the building together to realize some economies of scale on construction mobilization. The phased approach is as follows:

- Phase I - Entire 1st Floor (Cashier to relocate to Clayton)
- Phase II - 2nd Floor and 3rd Floor (Admin to relocate to Clayton)

Funding Plan

Staff has been slowly building reserves in the Facilities Reserve Fund in preparation for some renovation of the Civic Center, particularly given the fact that the Village did not include any of these costs in the debt that was issued for the Police Station. Staff believes that the Facilities Reserve Fund can absorb the majority of the expenses through these funds; however we would need to repurpose the entire CY16 surplus ($548K) and an increase to the General Fund contribution to the Facilities Fund of $50K over the next few years in order to complete this work in a timely fashion. Both these mattes have been vetted by the Village Board at the last Budget Workshop. Since COD/Innovation DuPage wants to move quickly, the Village may save time and money by mobilizing once. Attached is the five year Facilities Reserve Fund including the CY16 Surplus, which would provide close to 100% of expected renovation costs **(Attachment)**.

Civic Community Space

Another concern that has been raised is a potential loss of shared "community" space. As part of the Master Plan, staff evaluated community space currently and with the proposed plan. Below is a brief summary:

Civic Center Community Space Analysis				
Square Foot Assessment				
	As of 1/1/17	***Proposed***	***Difference***	***Notes***
1st Floor	1167	247	-920	
2nd Floor	5897	5897	0	No change in community space

3rd Floor	2610	3011	401	Village Attorney Office=Public Space
Total	**9674**	**9155**	**-519**	**Net loss of sq./footage**
Police Station	0	1200	1200	New Community Room
Overall Total			**681**	**Net new sq. footage Village Wide**
*Additional Village Space has been added over last 10 years (Historical Society and Village Links)				

License Agreement/MOU

The proposed License Agreement is attached. It includes the following basis business terms:

- COD would utilize 8,200 sq/ft, plus another1,200 sq/ft of shared space in the Civic Center
- 10 year Agreement, with a reopener after five years to confirm fixed fee costs;
- Either party can terminate agreement with 1-year notice; Village agrees to reimburse 50% of COD investment if we terminate prior to 15 years
- Fixed Rate: $30K per year, plus additional $25K per year for building/maintenance costs
- COD does have the ability to sublease to 501c3, Innovation DuPage

The MOU is attached. This provides a framework to manage construction contract and reimbursement of expenses. Components of the agreement include:

- Construction Cost Sharing per square foot of renovation, sharing common areas 50/50
- Design Costs Sharing by square footage
- Reimbursement process, within 30 days of invoicing

Dewberry Proposal

In order to proceed ahead, the Village would need to hire an architect to take the conceptual drawings to final design as well as hire a firm to oversee construction. Dewberry has done a solid job for the Village as part of the Police Station project as well as up to this point designing and estimating various aspects of the Civic Center. Given their history, they would be able to provide the most efficient and effective service to the Village for this next phase. Their proposal is below, and they have provided a credit of over $30K at a reasonable 8.72% rate. **Staff is prepared to recommend that we enter into a contract with Dewberry at a not to exceed rate of $262,508 which includes all additional services which may not be needed. Of these costs, COD would be paying slightly more than 50% of these costs.**

Fee Arrangement: The **A/E Basic Services fee** is based on the IL CDB CFN Fee Rate (for remodeling projects) Group 2R which provides a range from 6.97% to 10.47%. Due to the complexity of this old 1939 building renovation and some of the unknowns, our fee is in the mid-range of this chart at 8.72%.

Ø Base Service Fees: ($200,000)

- $2,670,686 construction budget @ 8.72% = $232,883
- We will credit back the SD effort already completed at 14% = $32,604
- **Overall A/E basic service fees for this contract of DD thru CA phases = $200,000 divided by SF percentage of spaces:**
  - Village area fees at (43%) = $86,000
  - Shared Amenity area fees at (9%) = $18,000
  - COD area fees at (48%) = $96,000

- Additional Services Fees: (Total $62,508)

- Technology Consultant Fees: ($26,460)
  - Village areas = $9428
  - Shared areas = $3270
  - COD areas = $13,762
- Furniture selection Fees (based on 10% of furniture budget): ($19,748)
  - Village areas = $9313 (assumes $93,132 budget)
  - Shared areas = $0
  - COD areas = $10,435 (assumes $104,351 budget)
- Signage / Wayfinding graphics consulting fees: ($10,000 total)
  - Village areas at 43% = $4300
  - Shared areas at 9% = $900
  - COD areas at 48% = $4800
- On site observations during CA phase fees: ($6300 total)
  - Assumes 1 visit/wk x 14 week construction period = 14 visits
  - 3hrs / visit @ $450/ visit

Proposal Comparison

No major work has taken place in the Civic Center for years and whether we partner with COD or School District/Park District, the Civic Center needs a significant investment to maximize efficiency and productivity. With the master plan for the Civic Center completed, staff has budgeted $1.3M over two years to complete various renovations to maximize the use of Civic Center space and make room for the Innovation DuPage. Through a License Agreement and MOU, Glen Ellyn and COD would be able to create a framework to share space and enter into contracts for architectural and construction services. The School District proposal needs more vetting and if the Village Board is interested, then more time is appropriate to better understand how to proceed.

COD Proposal

Beginning in 2016, the Village and COD normalized our relationship and set forth on a path to collaborate and partner in a number of ways. Sharing space in the Civic Center was one opportunity that was discussed. The previous Village Board directed staff to pursue this prospect fully. The potential benefits of partnering with COD and bringing the Innovation DuPage into the Civic Center are immense including:

Pros:

- Innovation DuPage would generate activity in the CBD, with business lunches, dinners, and other activities. More people downtown = more vitality; and a COD presence in the CBD has been a goal of the Village Board, off and on, for decades.
- COD is willing to spend $1.5M/$2M to renovate the Civic Center; this investment would be permanent even if the partnership does not work out. Their investment would also repurpose fairly unusable space, such as old jail cells, and turn it into space that could be repurposed should they leave.
- This project appears to have the support of County, Choose DuPage, COD, Chamber, and Downtown Alliance.
- This project also provides small business development to Glen Ellyn businesses, as well as county-wide businesses, at a convenient location
- This concept will provide a branding opportunity for Glen Ellyn as an innovative hub.
- The Village already partners with the library, Chamber and Alliance to offer unique training opportunities to our existing businesses. Having the Center for Entrepreneurship and SBDC in the Civic Center provides more opportunities to strengthen Glen Ellyn's diverse business base.
- The Center for Entrepreneurship and SBDC as well as Rev 3 are projected to generate approximately 4,000 visitors at their offices based on current numbers. These entrepreneurs are potential new customers for CBD businesses.
- ID could establish Glen Ellyn's CBD as a small business center and grow the downtown office market.
- This partnership strengthens the relationship between the Village and COD, one of our greatest community assets, can only help the community.
- If the Village Board supports the COD concept, the entire DuPage County would be paying for the $1.5M/$2M investment. If the Village Board supports the School District concept, a portion of the community would be paying the entire investment.

Cons:

- Locked into a 15 year agreement; although could pay to terminate prior to 15 years
- Ties up some community room space
- Cost to renovate Civic Center, although most agree that an investment is necessary at this time

School District Proposal

The Village has expressed a willingness to assist the School District with their current or future space needs. To that end, other locations such as the Civic Center gym, McKee House, or other possibilities exist that need to be explored. At this time, there does not appear to be enough evidence of a space need now, nor a fully exploration of other alternatives, nor an understanding of how committed both the Park District and School District are to a partnership. Given the timeframe for acting upon the COD proposal, staff would not recommend putting these plans on hold due to the great risk of losing the chance. With such limited information at this time, it is difficult to develop a pros and cons. More specifically, staff continues to have questions/concerns:

- Unsure if the space needs are current or future
- Not sure of costs to Village or other taxing bodies
- What other alternatives exist (McKee House/Civic Center Gym)
- Limited public debate on this concept by School District
- Limited public debate on this concept by Park District
- Not willing to pay annual license fee, similar to COD, impacting Village Budget
- Three party IGA may be difficult to finalize
- Three different elected Boards would have to approve; whereby COD and Choose DuPage Boards have already approved concept

Staff Recommendation

The Village Board made a commitment to give COD an answer by November, we need to stay true to that, and not risk future partnership opportunities with COD who also happens to be one of the most important assets in the community. At the same time, the village stands ready to assist the school district meet its space needs if, and when those needs present themselves, which is not necessarily now. We have other opportunities that we have shared and will continue to collaborate on including the McKee house, the civic center gym, and other Village property.

COD seems ideally positioned geographically, has the strong founding partners and 20 plus years of actual economic development experience through their Center for Entrepreneurship. The Civic Center is an ideal location and provides high visibility, with ideal train access in a vibrant downtown setting. The Civic Center is also in the middle of the county and near the COD campus. Partnering with COD to invest significant dollars in the Civic Center that needs improvements will be beneficial whether Innovation DuPage becomes a long term tenant or not. But most importantly, an Innovation Center in downtown Glen Ellyn could be a significant economic driver, allowing our businesses easy access to these services, creating a regional approach to business creation, providing some marketing and branding for Glen Ellyn, and creating a strong partnership for the future. In short, turning our back on the Innovation DuPage concept at the 11th hour because of a potential need of another taxing district is short sighted.

Lastly, there is a potential for a Win/Win/Win/Win:

- Village: Village Departments would benefit from new and improved office space without sacrificing community space. Significant portion of the renovation is paid from 3rd party.
- COD: COD/Choose DuPage would benefit from a highly visible new location, in CBD, with Metra access in close proximity to COD campus. Significant portion of renovation could be paid through private capital investment.
- School District/Park District: Continue to collaborate on other locations including the McKee House or Civic Center Gym
- Taxpayers: Taxpayers would benefit by a portion of the renovations being paid for by

COD/private investors.

- Ø Village/COD/County/Glen Ellyn business community benefits from this partnership, and the School District/Park District and Village get to continue to collaborate on other alternatives.

Village Board Action

If the Village Board agrees to proceed with the COD partnership, staff recommends that the Village take the follow actions:

- Approve the License Agreement with COD for 535 Duane Street
- Approve the MOU with COD for construction and design services
- Approve a contract with Dewberry for design and construction oversight services in a not to exceed amount of $262,508 including potential additional services needed. Of these costs, COD would reimburse for their costs associated with the renovation costs contingent upon final Village Attorney Review.

ATTACHMENTS:

- License Agreement (PDF)
- MOU between Village and COD (PDF)
- Dewberry Agreement (PDF)
- School District 41 Proposal (PDF)
- Civic Center Tenant Improvements (PDF)
- 5 Year Forecast (PDF)

A LICENSE AGREEMENT FOR THE PROPERTY KNOWN 535 DUANE STREET, GLEN ELLYN, ILLINOIS

THIS LICENSE AGREEMENT is made and entered into by and between the VILLAGE OF GLEN ELLYN OF DUPAGE COUNTY, ILLINOIS, a municipal corporation, hereinafter referred to as **"VILLAGE"** and COMMUNITY COLLEGE DISTRICT 502, commonly known as the COLLEGE OF DUPAGE, an Illinois not-for-profit community college, hereinafter referred to as **"LICENSEE."**

WITNESSETH:

WHEREAS, VILLAGE owns a certain property in DuPage County commonly known as 535 Duane Street; Glen Ellyn, Illinois; and

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

WHEREAS, LICENSEE desires to occupy and use approximately 8,200 square feet, plus approximately 1,500 square feet of common area space of the Civic Center as well as other meeting room space on a limited basis as its office headquarters for Innovation DuPage consisting of the Center for Entrepreneurship (the Small Business Development Center, the Procurement Technical Assistance Center, the Illinois Trade Center, Business Solutions), and Choose DuPage (Rev 3); and

WHEREAS, VILLAGE and LICENSEE desire to engage in a License Agreement for the use of a portion of the Civic Center property; and

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

WHEREAS, engaging with LICENSEE aids in growing VILLAGE's economic development efforts and is an example of the benefits to be derived from intergovernmental cooperation envisioned by Art. 7, §10, of the Constitution of the State of Illinois; and

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

1.00 LICENSE GRANTED

1.01 Purpose: LICENSEE is authorized to occupy and utilize the LICENSED PREMISES, for the benefit of Innovation DuPage.

1.02 Licensed Premises: The LICENSED PREMISES shall consist of approximately 8,200 square feet, plus approximately 1,500 square feet of common area space of the Civic Center as well as other meeting room space on a limited basis as defined in building

a. Room 301: LICENSEE will have primary use of this space except for Mondays.

b. 2nd Floor Conference Room: LICENSEE and VILLAGE will share this room through a room scheduling system.

c. 1st Floor Conference Room in Planning and Development: VILLAGE will have primary use of this space, but share space after normal business hours.

d. Other Public Meeting Rooms: VILLAGE is willing to provide additional meeting space as LICENSEE may need from time to time.

1.03 Use of Parking Areas and Driveways: LICENSEE shall have use of shared parking spaces on the premises and in any shared parking lots available for public parking.

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

1.05 License Fee: LICENSEE shall pay a monthly license Fee of, $30,000 annually or $2,500 per month, to VILLAGE for use of the LICENSED PREMISES. This fee covers the shared costs for utilities, custodian, alarm fees, refuse collection, general building maintenance, and insurance costs. Beginning in year six (6) of this license agreement, LICENSEE's contribution will increase to incorporate a $25,000 ($55,000 total) fee for building and parking maintenance costs. This fee will increase annually by the CPI or 3% whichever is less. The license fee shall be reviewed every five years to ensure the fee is accurately covering VILLAGE expenses incurred annually. The Village Manager of Glen Ellyn and President of College of DuPage shall have the authority to make mutually agreeable revisions to this fee without amendment to this License.

1.06 Term: This agreement shall be for a term of ten (10) years commencing on approval of occupancy permit issued by the Village of Glen Ellyn and ending on that same date in 2028, with two five (5) year renewable options. If LICENSEE wishes to renew this agreement for an additional five-year term, under the same terms and conditions of this License, the LICENSEE shall send a written request to the Village Manger at least ninety (90) days prior to the expiration of the original term. The Village Board will consider whether it wishes to approve the requested extension under the existing terms or to offer alternate terms and conditions. Alternate terms must be presented in writing to LICENSEE at least one hundred and eighty (180) days prior to the date of termination in 2028. Unless a new License is approved, the License shall terminate on its expiration date.

1.07 Third-Party Beneficiary: Innovation DuPage is a third-party beneficiary to this Agreement and is entitled to the rights and benefits under this Agreement, and may enforce the provisions of it, as if Innovation DuPage were a party.

2.00 LICENSEE RIGHTS

2.01 Coordination and scheduling: LICENCEE shall have responsibility for scheduling all activities on the LICENSED PREMISES.

2.02 Use Limits: LICENSEE shall use the Civic Center for Innovation DuPage and manage the entire LICENSED PREMIISES. Uses in the building and on the property shall at all times be in accordance with the Building and Zoning Codes of the Village.

2.03 Sublet: LICENSEE shall have the authority to sublet any area of the LICENSED PREMISES to Innovation DuPage and Innovation DuPage partners, but no other entity.

2.04 Improvements: LICENSEE will, at its expense, make or construct or cause to be constructed alterations, repair or other improvements to the LICENSED PREMISES, with written consent of the Village Manger.

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

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

3.00 LICENSEE RESPONSIBILITIES

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

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

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

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

3.06 Habitation: LICENSEE shall not use the LICENSED PREMISES for living quarters.

3.07 Maintenance:

A. LICENSED PREMISES INSPECTION: The Village will inspect LICENSED PREMISES on a periodic basis and may require reasonable upkeep to the property.

3.08 Utility and Service Charges: LICENSEE shall be responsible for providing and paying for all IT Services, internet services, wireless services and telephone service to the LICENSED PREMISES.

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

LICENSEE shall also use its best efforts to fully cooperate with the VILLAGE in the investigation of any illness, injury or death occurring on the LICENSED PREMISES, including providing a prompt written report thereof to the Village Manager.

3.10 LICENSEE shall advise the VILLAGE, in writing, of the planned hours of operation of the LICENSED PREMISES, and shall further advise, in writing, of any changes to the hours of operation on a timely basis, but at least forty-eight (48) hours prior to any change.

4.00 VILLAGE RIGHTS

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

4.02 Future Building Improvements: The VILLAGE reserves the right to make improvements, repurpose, sub-lease, and maintain as the VILLAGE sees fit any portion of the building other than the area dedicated as tenant space.

5.00 VILLAGE RESPONSIBILITIES

5.01 Habitability: The VILLAGE will deliver the LICENSED PREMISES as is, as outlined in Exhibit B attached to this agreement, subject to renovations to be designed and constructed on the LICENSED PREMISES, to be paid for by the LICENSEE.

6.00 HOLD HARMLESS AND INDEMNIFICATION

6.01 Indemnification. Each Party (the "Indemnifying Party") shall defend, indemnify and hold the other Party (the "Claiming Party") harmless against and in respect of any damage, loss, liability, cost or expense, including expert witness fees and reasonable attorneys' fees, whether or not recoverable under applicable state law, resulting or arising from or incurred in connection with:

a) any misrepresentation, breach of warranty, or nonfulfillment or nonperformance of any agreement on the part of the Indemnifying Party under this Agreement; and

b) any actions, suits, proceedings, damages, assessments, judgments, costs or expenses incident to any of the foregoing.

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

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

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

a. Negligence;
b. Creation or maintenance of a dangerous condition on LICENSED PREMISES;
c. Intentional infliction of harm.

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

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

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

7.00 DESTRUCTION OF THE LICENSED PREMISES

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

8.00 INSURANCE

8.01 General Requirements: LICENSEE shall procure, maintain and keep in force for the term of the Agreement polices of personal property, liability and if applicable, workers' compensation and employer's liability insurance. The College of DuPage subscribes to the Illinois Community College

Risk Management Consortium and will provide proof of ongoing coverage. The amount of personal property insurance shall be adequate to cover all of the personal property owned by the LICEENSEE, and no claim shall be made against the Village for destruction of personal property which would be covered under such insurance. The amount of general liability insurance shall not be in an amount of less than One Million Dollars ($1,000,000.00) per occurrence or in the aggregate.

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

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

8.04: Fire and Casualty Insurance: LICENSEE shall not be responsible for insuring any of the building, exclusive of LICENSEE's personal property or fixtures, on the LICENSED PREMISES for damages caused by fire or other casualties.

9.00 TERMINATION

9.01 Termination: Either the VILLAGE or LICENSEE may terminate the Agreement without legal cause. Such termination shall be effective not sooner than three hundred sixty-five (365) days after written notice has been served in accordance with the requirements of Section 14.01 of this Agreement. In the event that the LICENSEE elects to terminate this License and vacate the premises, all improvements constructed by the LICENSEE shall remain. In the event the VILLAGE elects to terminate this License after ten years but less than fifteen years after the execution of this License, the VILLAGE shall reimburse the LICENSEE fifty percent (50%) of its capital construction costs within thirty days of the date the premises are vacated by the LICENSEE. VILLAGE shall not arbitrarily or capriciously withhold lease extension.

10.00 SURRENDER

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

11.00 INTERPRETATION

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

12.00 ENFORCEMENT

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

13.00 ATTORNEY FEES AND COSTS

13.01 Recovery of Costs: Each party to this Agreement shall pay for its individual legal costs in any legal proceeding or action instituted to enforce any provision of the Agreement.

14.00 NOTICES

14.01 Mailing Requirements: All notices required to be given under the terms of this Agreement or any applicable law shall be served either (a) personally during regular business hours; (b) by facsimile during regular business hours; or (c) by certified or registered mail, return receipt requested, placed in a sealed envelope with postage prepaid and deposited in the United States mail. Notices served upon the VILLAGE shall be addressed to the Village Manager, 535 Duane Street, Glen Ellyn, IL, 60137. Notices served upon LICENSEE shall be addressed to the Vice President for Administration and Treasurer (CFO), College of DuPage, 425 Fawell Blvd., Glen Ellyn, IL 60137. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

15.00 CONFLICT OF INTEREST

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

16.00 ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the ______ day of ________ 2017.

Village

BY: ______________________________ ATTEST: ______________________________

Title: ______________________________ Title: ______________________________

College of DuPage

BY: ______________________________ ATTEST: ______________________________

Title: ______________________________ Title: ______________________________

Supplemental Memorandum of Understanding Between the Village of Glen Ellyn and the College of DuPage Related to Shared Construction and Architectural and Design Costs for the Civic Center located at 535 Duane St.

THIS SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ____th day of November, 2017 by and between the **Village of Glen Ellyn** (the "Village") and College of DuPage ("the College"), for the purpose of sharing architecture and design costs in exchange for the Village licensing a portion of the Civic Center building located at 535 Duane Street to the College.

WHEREAS, the Village is a municipal corporation organized under the laws of the State of Illinois;

WHEREAS, the College is a body politic and corporate organized under the laws of the State of Illinois;

WHEREAS, on July 31, 2017, the Village and the College entered into a Memorandum of Understanding related to sharing design and construction costs for purposes of determining the feasibility of utilizing space vacated by the Glen Ellyn Police Department and other space in the Civic Center for an Innovation and Small Business Development Center;

WHEREAS, the Village has been working with the College to design space on all three floors of the Civic Center and both parties have determined that the proposed reuse of certain space is feasible and meets the objectives of both the Village and the College;

WHEREAS, the Village and the College desire to collaborate in order to control costs and share the Civic Center facility through a license agreement or Intergovernmental Agreement;

WHEREAS, the Village and the College desire to enter into this Supplemental MOU to establish certain parameters and working arrangements which they agree are necessary to successfully design and construct improvements to the Civic Center.

NOW, THEREFORE, in consideration of the aforementioned objectives, and under the authority conferred by Article 7, § 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/3 *et seq*., the parties hereby agree to the following terms of understanding:

1. <u>Design and Construction Cost Sharing:</u>

a. It is the understanding of the Village and the College going forward that each party will bear its own responsibility for paying all costs related to design and construction of space in the Civic Center which it will occupy exclusively under the proposed License Agreement.

b. The Village has provided sufficient funds of up to $24,000 to cover the upfront costs of design services and the College will reimburse the Village for these costs. The Village will pay for the upfront costs of final design and construction oversight services and the College will reimburse the Village for these costs associated with the renovation plans. The Village and the College will share the cost of design and construction of all common space to be used by both parties under the License Agreement on a per square foot basis.

c. Upon completion and approval by both parties of final design and construction plans and projected construction costs, it will be the responsibility of the Village to prepare the plans for bidding, with the cooperation of the College, and the Village shall bid the project in one complete package. The Village will pay all construction costs up front and the College shall reimburse the Village within 30 days of the receipt of each monthly invoice payment.

d. The College will secure a bond for the full amount of the costs for completion of all construction related to its licensed areas within the Civic Center prior to the start of construction, and will provide the Village with a copy of such bond. Further, the College will submit an advance payment to the Village in the amount of ten percent (10%) of the projected costs of construction for its portion of the overall project.

e. The College intends to proceed with construction and renovation of one or more locations within the Civic Center. Should the College be unable to determine whether to proceed, or elect not to proceed, within 60 days of the date of this MOU, it so will notify the Village in writing and this MOU will be terminated.

2. <u>Miscellaneous</u>

a. This MOU will continue in effect for one year or the completion of the project as agreed by the parties.

b. The recitals (WHEREAS clauses) of this Supplemental MOU and the original MOU are incorporated into this MOU.

c. Whenever the concurrence or approval of the Village and the College is required, such concurrence or approval shall not be unreasonably withheld, conditioned or delayed by either party, and both parties agree to cooperate with each other to accomplish the terms and conditions of this MOU.

d. Nothing contained in this MOU shall be construed to constitute the Village or the College as an agent, representative or employee of any of the other parties hereto. Nor shall anything contained in this MOU be construed in any manner to create any relationship between the Village and the College other than what is expressly specified herein, and the parities shall not be considered partners or co-venturers for any purpose on account of this MOU.

e. Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following addresses:

To the Village:	Mark Franz, Village Manager Village of Glen Ellyn 535 Duane Street Glen Ellyn, Illinois 60137
To the College:	Dr. Brian W. Caputo Vice President for Administration College of DuPage 425 Fawell Boulevard Glen Ellyn, IL 60137

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement on this date first written above.

VILLAGE OF GLEN ELLYN

By: ______________________________

Title: ____________________________

Date: ____________________________

COLLEGE OF DUPAGE

By: ______________________________

Title: ____________________________

Date: ____________________________

Dewberry Architects Inc.
25 S. Grove Avenue, Suite 500
Elgin, IL 60120-6400
847.695.5840
847.695.6579 fax
www.dewberry.com

Agreement for the Provision of Limited Professional Services

Client:	Village of Glen Ellyn
Attn:	Mark Franz, Village Manager
Date:	November 9, 2017
Dewberry Project No.:	-
Project Name/Location:	Glen Ellyn Civic Center Renovation Project

Mark,

Thank you for the opportunity for Dewberry to submit this proposal for services for the Civic Center Renovation Project. Dewberry Architects Inc. (Dewberry) understands this agreement to include the following scope and services based on our 2 conceptual pricing packages dated 10.19.17 and 08.08.17 revised.

Scope of Work (included): (see attached tenant improvement summary as well)

1. Village Hall areas to be renovated equal 7164sf and include:
    a. 1st floor: Finance Dept and Planning & Development Dept (includes shared conference room) & maintenance workshop
    b. 2nd floor: west end village admin dept
    c. 3rd floor: Village President's office relocation and ramp addition to council chambers
2. Shared Amenity Areas:
    a. 1st floor: shared restrooms, lobby, and new stairs / ADA lift
    b. 2nd floor: shared corridor improvements
3. COD Innovation Dupage Areas:
    a. 1st floor, 2nd floor, and 3rd floor renovation areas as shown on plans (including shared Rm 301)

Scope of Work (not included):

1. No exterior work is included in this proposal.
2. No other interior work (not shown on pricing set plans)
3. No crawl space work to correct the water issues is included in this proposal

Basic Services (included):

- A/E services from Design Development Phase thru Construction Administration Phase (not including onsite observations)
- This includes architectural, interiors, structural, mechanical, electrical, plumbing
- No civil services are expected in this scope

Our fees are based upon the narrative we had created, the drawings provided and our on-site observations.
Architectural scope:
As defined in the 10.19.17 and 08.08.17 pricing sets and narratives.

Structural scope:

- First Floor:
  - New ramp on elevated floor structure review/design. 1 Location
  - New ADA lift coordination of support/details. 3 Locations
  - New opening in east wall by elevator review / design
- Second Floor:
  - Partial height wall review and support options. 1 Location.
  - New shelving on existing floor slab review/design. 1 Location
  - File storage on existing floor slab review/design. 1 Location
  - New opening in north stair wall review / design

The above assumes the existing drawings are readable and we do not need to do any nondestructive testing to determine the reinforcement within the existing concrete.

Electrical Scope:
Is per the narrative and assumes to gut and start from scratch in all areas. Existing panels on the upper floors may be re-used since they provide power to areas outside the SOW, but the first floor I plan to start fresh with modern panels. Lighting shall be per the narrative.

Mechanical Scope:
Is per the narrative and assumes no replacement of any existing equipment. Scope is limited to revising ductwork as required, diffusers, and re-zoning of the system.

Plumbing Scope: Is per the narrative.

Fire Protection Scope: will rework existing sprinkler layouts into new spaces.

Additional Services: (not included in base fees)

- Furniture selection / coordination fees
- Way finding signage & graphic design consulting fees
- Technology Consultant fees
- Civil (if needed)
- Attending Public meeting (if needed)
- On-site construction observation during the CA phase

Technology scope:
Is per the narrative and includes revisions to the structured cabling in the first floor areas not covered in the narrative. It also provides minimal AV design efforts for the two conference/training areas.

Fee Arrangement:

Our **A/E Basic Services fee** is based on the IL CDB CFN Fee Rate Table B (for remodeling projects) Group 2R which provides a range from 6.97% to 10.47%. Due to the complexity of this old 1939 building renovation and some of the unknowns, our fee is in the mid-range of this chart at 8.72%.

- $2,670,686 construction budget @ 8.72% = $232,883
- We will credit back the SD effort already completed at 14% = $32,604
- **Our remaining overall A/E basic service fees for this contract of DD thru CA phases = $200,000 divided by SF percentage of spaces:**
    - Village area fees at (43%) = $86,000
    - Shared Amenity area fees at (9%) = $18,000
    - COD fees at (48%) = $96,000

Additional Services Fees:

- Technology Consultant Fees:
    - Village areas = $9428
    - Shared areas = $3270
    - COD areas = $13,762

- Furniture selection Fees (based on 10% of furniture budget)
    - Village areas = $9313 (assumes $93,132 budget)
    - Shared areas = $0
    - COD areas = $10,435 (assumes $104,351 budget)

- Signage / Wayfinding graphics consulting fees: ($10,000 total)
    - Village areas at 43% = $4300
    - Shared areas at 9% = $900
    - COD areas at 48% = $4800

- On site observations during CA phase fees: ($2100 total)
    - Assumes 1 visit/wk x 14 week construction period = 14 visits
    - 3hrs / visit @ $150/ visit

Reimbursable expenses:

Reimbursable expenses will be billed at a not to exceed amount of $750.

- Travel / Mileage to job site
- Reproduction costs of any drawings and reports
- Postage & delivery charges

The Village of Glen Ellyn shall pay Dewberry for services rendered in the lump sum amount of $200,000 plus reimbursable expenses. Invoicing will be on a monthly basis by percentage of tasks completed. Payments shall be made on a net 30 day basis. This represents Dewberry's best judgment at this time as to the effort required to achieve the stated scope. Any work not included in the scope or add services described herein will be performed on an hourly basis in accordance with Dewberry's Standard Hourly Billing Rate Schedule, attached as Attachment A, and incorporated by reference in this proposal.

Special Conditions:

- Dewberry will base this work on a visual observation of the existing conditions and will not complete any destructive testing of the facility.
- Dewberry and consultants will be allowed access to all areas in the building to perform any needed observations.

Terms and Conditions

The Client requests and authorizes Dewberry Architects Inc. to perform the services outlined in this agreement for the stated fee arrangement.

Standard of Care:
Services performed by Dewberry Architects Inc. under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the same locale practicing under similar circumstances and conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, and document or otherwise.

Access To Site:
Unless otherwise stated, Dewberry Architects Inc. will have access to the site for activities necessary for the performance of the services. PSA will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:
Any claims or disputes between the Client and Dewberry Architects Inc. shall be submitted to non-binding mediation. Client and Dewberry Architects Inc. agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Direct Expenses:
Dewberry Architects Inc.'s Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the Client's project, including, but not limited to, necessary transportation costs, meals and lodging, laboratory tests and analyses, telephone, printing, binding, postage and reproduction charges, all costs associated with outside consultants and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Dewberry Architects Inc.. A service charge of 0 percent will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Dewberry Architects Inc.'s compensation when invoicing Client.

Billings/Payments:
Invoices for Dewberry Architects Inc.'s services shall be submitted, at Dewberry Architects Inc.'s option, either upon completion of such services or on a monthly basis for all services rendered. Invoices shall be payable within 30 days after the invoice date. Client shall notify Dewberry Architects Inc. in writing of any disputed amount within 15 days after date of invoice; otherwise all invoice charges are agreed to be acceptable. If the invoice is not paid within 30 days, Dewberry Architects Inc. may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of services.

Late Payments:
Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:
The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Dewberry Architects Inc., its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Dewberry Architects Inc..

Limitation of Liability:
In recognition of the relative risks, rewards and benefits of the project to both the Client and Dewberry Architects Inc. , the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Dewberry Architects Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed $50,000. Such causes include, but are not limited to, Dewberry Architects Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

Dewberry

This agreement may be terminated for convenience on 30 days' written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, Dewberry Architects Inc. will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

Ownership of Documents:
All documents produced by Dewberry Architects Inc under this agreement shall remain the property of Dewberry Architects Inc. and may not be used by the Client for any other endeavor without the written consent of Dewberry Architects Inc.

Interpretation:
The law of the state of Illinois shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

Attachment A
STANDARD HOURLY BILLING RATE SCHEDULE (see attached)

2017-2018 Standard Billing Rates
FOR INTERNAL USE ONLY

Code Description	Bill Code	Standard Dewberry Rate
Admin Assistant I	AA1	65.00
Admin Assistant II	AA2	85.00
Admin Professional III	AP3	100.00
Admin Professional IV	AP4	110.00
Architect I	AR1	85.00
Architect II	AR2	100.00
Architect III	AR3	115.00
Architect IV	AR4	130.00
Architect V	AR5	145.00
Architect VI	AR6	165.00
Architect VII	AR7	185.00
Architect VIII	AR8	200.00
Architect IX	AR9	220.00
Cadd Technician I	CD1	70.00
Cadd Technician II	CD2	85.00
Cadd Technician III	CD3	95.00
Cadd Technician IV	CD4	115.00
Construction Professional I	CP1	120.00
Construction Professional II	CP2	135.00
Construction Professional III	CP3	155.00
Construction Professional IV	CP4	180.00
Construction Professional V	CP5	200.00
Construction Professional VI	CP6	215.00
Designer I	DS1	100.00
Designer II	DS2	115.00
Designer III	DS3	135.00

Code Description	Bill Code	Standard Dewberry Rate
Designer IV	DS4	150.00
Designer V	DS5	175.00
Designer VI	DS6	195.00
Designer VII	DS7	205.00
Emergency Management I	EM1	160.00
Emergency Management II	EM2	190.00
Emergency Management III	EM3	220.00
Emergency Management IV	EM4	240.00
Emergency Management V	EM5	260.00
Emergency Management VI	EM6	300.00
Engineer I	EN1	100.00
Engineer II	EN2	110.00
Engineer III	EN3	125.00
Engineer IV	EN4	140.00
Engineer V	EN5	160.00
Engineer VI	EN6	175.00
Engineer VII	EN7	190.00
Engineer VIII	EN8	205.00
Engineer IX	EN9	225.00
Geographer/GIS I	GIS1	85.00
Geographer/GIS II	GIS2	95.00
Geographer/GIS III	GIS3	105.00
Geographer/GIS IV	GIS4	115.00
Geographer/GIS V	GIS5	135.00
Geographer/GIS VI	GIS6	150.00
Geographer/GIS VII	GIS7	180.00
Geographer/GIS VIII	GIS8	200.00
Geographer/GIS IX	GIS9	220.00
Interior Designer I	ID1	75.00

Code Description	Bill Code	Standard Dewberry Rate
Interior Designer II	ID2	85.00
Interior Designer III	ID3	105.00
Interior Designer IV	ID4	150.00
Inspector I	IN1	80.00
Inspector II	IN2	95.00
Inspector III	IN3	110.00
Inspector IV	IN4	130.00
Inspector V	IN5	140.00
Inspector VI	IN6	155.00
Other Professional I	OP1	95.00
Other Professional II	OP2	110.00
Other Professional III	OP3	120.00
Other Professional IV	OP4	135.00
Other Professional V	OP5	155.00
Other Professional VI	OP6	165.00
Other Professional VII	OP7	190.00
Other Professional VIII	OP8	205.00
Other Professional IX	OP9	225.00
Other Technical I	OT1	60.00
Other Technical II	OT2	80.00
Other Technical III	OT3	100.00
Other Technical IV	OT4	115.00
Other Technical V	OT5	130.00
Other Technical VI	OT6	150.00
Surveyor I	SU1	60.00
Surveyor II	SU2	70.00
Surveyor III	SU3	80.00
Surveyor IV	SU4	100.00
Surveyor V	SU5	105.00

11/9/2017

Village of Glen Ellyn

Civic Center Tenant Improvements

Estimate of Probable Cost History

Pricing Packages	2014 estimates - Dewberry	construction area (sf)	cost/SF	Nov 2014 estimate - Geostam Construction	construction area (sf)	cost/sf	June 2015 estimate** - Leopardo V.E.	construction area (sf)	cost/sf	Aug 2017 estimates	construction area (sf)	cost/sf	Oct 2017 estimates	construction area (sf)	cost/sf
Village: Finance (1st)	$406,934	2640	$154	$127,900	1200	$107	$212,525	1966	$108	$271,095	1966	$138	$271,095	1966	$138
Village: Planning & Development Opt #1 (1st)										$324,481	1813	$179			
Village: Planning & Development Opt #2 (1st)	$595,850	4426	$135							$458,336	3393	$135	$458,336	3393	$135
Village: Maintenance Workshop (1st)											9		$71,106	501	
Village: Admin Reno (2nd)													$98,352	880	
Village: President's Suite (3rd)													$52,435	424	
VH Construction Cost totals:	**$1,002,784**	7066	$142							**$595,576**	3779	$158	**$951,324**	**7164**	
VH FF&E budget (low)	$57,744									$48,500			**$50,148**		$7.00
VH FF&E budget (high)													**$93,132**		$13.00
VH A/E Basic Services*	$94,320									$72,500			**$86,000**		
Shared Amenities: (1st flr)										$279,223	756	$369	$291,338	1,110	
Shared Amenities: (2nd flr)													$48,892	407	
SA Construction Cost totals:										**$279,223**			**$340,230**	**1517**	
SA FF&E budget													**$0**		$0.00
SA A/E Basic Services*													**$18,000**		
COD Innovation Dupage: (1st flr)													$902,474	4929	
COD: Innovation Dupage (2nd flr)													$434,335	2013	
COD: Innovation Dupage (3rd flr)													$42,323	1085	
COD ID Construction Cost totals:													**$1,379,132**	**8027**	
COD ID FF&E budget (low)													**$56,189**		$7.00
COD ID FF&E budget (high)													**$104,351**		$13.00
COD ID A/E Basic Services*													**$96,000**		

** Escalation since 2015 has been 3.5%/ year; $212,525 x 1.07% = $227,402

***A/E Basic Services include:** Architectural, Structural, MEP, Fire Protection, Interior Design, and first submittal for permit from DD phase thru CA phase

Add Services: Technology, Furniture / Signage (10% of FFE budget), Civil (if needed), Permitting (for additional responses or special hearings)

Dewberry

Breakdown Summary Report

Leopardo

LCI Project # 18-4182
Project Name Innovation DuPage
Floor Area-SF 11,349
Bid Due Date 1/0/00

ITEM CODE & DESCRIPTION	Shared Amenity 1st Floor (Two bathrooms and a lobby)		Shared Amenity 2nd Floor (One Corridor)		Village Area 1st Floor (Maintance room)		Village Area 2nd Floor (Three private offices & open office area)		Village Area 3rd Floor (Two offices)	
DIVISION 1 - General Conditions		$24,150		$4,461		$6,487		$8,973		$4,764
Preconstruction Services	$682	$.73 / sf	$126	$.31 / sf	$183	$.37 / sf	$253	$.29 / sf	$135	$.32 / sf
Professional Services	$0		$0		$0		$0		$0	
General Conditions	$22,435	$23.99 / sf	$4,144	$10.18 / sf	$6,027	$12.03 / sf	$8,336	$9.47 / sf	$4,444	$10.46 / sf
General Requirements	$1,030	$1.10 / sf	$191	$.47 / sf	$277	$.55 / sf	$384	$.44 / sf	$206	$.48 / sf
Weather Conditions	$0		$0		$0		$0		$0	
DIVISION 2 - Site Construction		$1,327		$2,672		$0		$3,475		$658
02071 Building Demolition-Interior	$1,327	$1.42 / sf	$2,672	$6.57 / sf	$0		$3,475	$3.95 / sf	$658	$1.55 / sf
02071 Sawcutting	$0		$0		$0		$0		$0	
DIVISION 3 - Concrete		$22,500		$0		$0		$0		$0
03300 Miscellaneous Concrete	$22,500	$24.06 / sf	$0		$0		$0		$0	
DIVISION 4 - Masonry		$10,000		$6,000		$0		$0		$5,000
04202 Masonry	$10,000	$10.70 / sf	$6,000	$14.74 / sf	$0		$0		$5,000	$11.79 / sf
DIVISION 5 - Metals		$16,100		$0		$0		$0		$0
05510 Miscellaneous Metals	$16,100	$17.22 / sf	$0		$0		$0		$0	
DIVISION 6 - Wood & Plastics		$3,173		$0		$187		$2,044		$11,393
06100 Rough Carpentry	$960	$1.03 / sf	$0		$187	$.37 / sf	$0		$900	$2.12 / sf
06200 Finish Carpentry	$2,213	$2.37 / sf	$0		$0		$1,936	$2.20 / sf	$2,397	$5.65 / sf
06400 Architectural Millwork & Woodwork	$0		$0		$0		$108	$.12 / sf	$8,096	$19.09 / sf
06650 Solid Surface Fabrications	$0		$0		$0		$0		$0	
DIVISION 7 - Thermal & Moisture Protection		$0		$0		$0		$0		$0
07910 Caulking & Sealants	$0		$0		$0		$0		$0	
DIVISION 8 - Doors & Windows		$10,980		$2,150		$3,500		$6,000		$4,000
08110 Doors, Frames & Hardware	$2,270	$2.43 / sf	$2,150	$5.28 / sf	$0		$6,000	$6.82 / sf	$4,000	$9.43 / sf
08811 Interior Glazing	$8,710	$9.32 / sf	$0		$3,500	$6.99 / sf	$0		$0	
08361 Sectional Overhead Doors	$0		$0		$0		$0		$0	
DIVISION 9 - Finishes		$49,672		$7,927		$9,417		$24,008		$8,818
09310 Ceramic and Hard Tile	$10,101	$10.80 / sf	$0		$0		$0		$0	
09650 Carpet, Resilient Flooring and Base	$0		$2,014	$4.95 / sf	$0		$4,228	$4.80 / sf	$2,149	$5.07 / sf
09510 Acoustical Ceilings	$1,230	$1.32 / sf	$1,770	$4.35 / sf	$0		$3,400	$3.86 / sf	$800	$1.89 / sf
09605 Floor Preparation - Misc.	$1,118	$1.19 / sf	$504	$1.24 / sf	$626	$1.25 / sf	$1,058	$1.20 / sf	$520	$1.23 / sf
09720 Polished Concrete Floors	$4,690	$5.02 / sf	$0		$2,633	$5.26 / sf	$0		$0	
09900 Painting & Wallcovering	$12,360	$13.22 / sf	$2,834	$6.96 / sf	$4,307	$8.60 / sf	$4,542	$5.16 / sf	$2,360	$5.57 / sf
09250 Metal Stud & Drywall	$20,172	$21.57 / sf	$805	$1.98 / sf	$1,851	$3.70 / sf	$10,779	$12.25 / sf	$2,989	$7.05 / sf
DIVISION 10 - Specialties		$6,710		$0		$0		$0		$0
10150 Toilet Partition/Compartment	$3,780	$4.04 / sf	$0		$0		$0		$0	
10800 Toilet Accessories	$2,930	$3.13 / sf	$0		$0		$0		$0	
10430 Building / Exterior Signage	$0		$0		$0		$0		$0	
10400 Acoustical Wall Treatments	$0		$0		$0		$0		$0	
DIVISION 11 - Equipment		$0		$0		$0		$0		$0
DIVISION 12 - Furnishings		$0		$0		$0		$0		$0
12530 Window Treatment	$0		$0		$0		$0		$0	
DIVISION 13 - Special Construction		$0		$0		$0		$0		$0
DIVISION 14 - Conveying Systems		$14,400		$0		$0		$0		$0
14420 ADA Lift	$14,400	$15.40 / sf	$0		$0		$0		$0	
DIVISION 15 - Mechanical		$51,073		$8,415		$23,038		$15,807		$7,948
15300 Fire Protection	$1,897	$2.03 / sf	$711	$1.75 / sf	$948	$1.89 / sf	$1,807	$2.16 / sf	$948	$2.24 / sf
15400 Plumbing	$39,176	$41.90 / sf	$904	$2.22 / sf	$14,090	$28.12 / sf	$0		$0	
15500 H.V.A.C.	$10,000	$10.70 / sf	$6,800	$16.71 / sf	$8,000	$15.97 / sf	$14,000	$15.91 / sf	$7,000	$16.51 / sf
15900 VDC Coordination	$0		$0		$0		$0		$0	
DIVISION 16 - Electrical		$28,467		$12,478		$21,510		$28,323		$4,689
16001 Electrical	$28,467	$30.44 / sf	$12,478	$30.66 / sf	$21,510	$42.93 / sf	$28,323	$32.19 / sf	$4,689	$11.06 / sf
TRADE SUB-TOTAL	$238,772	$255.37 / sf	$44,103	$108.36 / sf	$64,140	$128.02 / sf	$88,718	$100.82 / sf	$47,299	$111.55 / sf
Subcontractor Default Insurance	$0		$0		$0		$0		$0	
Contingency	$11,939		$2,205		$3,207		$4,435		$2,365	
Contractor's Fee	$8,776		$1,621		$2,357		$3,260		$1,738	
Liability Insurance	$2,595		$479		$697		$964		$514	
PROJECT SUB-TOTAL	$262,080	$280.30 / sf	$48,408	$118.94 / sf	$70,402	$140.52 / sf	$97,378	$110.66 / sf	$51,916	$122.44 / sf
PROJECT SUB-TOTAL	$262,080	$280.30 / sf	$48,408	$118.94 / sf	$70,402	$140.52 / sf	$97,378	$110.66 / sf	$51,916	$122.44 / sf
Labor & Performance Bonds	$2,621		$484		$704		$974		$519	
PROJECT SUB-TOTAL	$264,701	$283.10 / sf	$48,892	$120.13 / sf	$71,106	$141.93 / sf	$98,352	$111.76 / sf	$52,435	$123.67 / sf
PROJECT TOTAL	$264,701	$283.10 / sf	$48,892	$120.13 / sf	$71,106	$141.93 / sf	$98,352	$111.76 / sf	$52,435	$123.67 / sf

ITEM CODE & DESCRIPTION	Innovation DuPage 1st Floor (Reception, Offices, Conference		Innovation DuPage 2nd Floor (Reception, Offices, Kitchenette)		Innovation Dupage 3rd Floor (Two offices)		Shared Amenity 1st Floor CMU Demo		Innovation DuPage 1st Floor CMU Demo	
DIVISION 1 - General Conditions		$73,454		$29,629		$3,881		$2,430		$9,882
Preconstruction Services	$2,074	$.41 / sf	$1,119	$.56 / sf	$109	$.10 / sf	$69	$.07 / sf	$251	$.05 / sf
Professional Services	$0		$0		$0		$0		$0	
General Conditions	$68,238	$13.37 / sf	$26,812	$13.29 / sf	$3,567	$3.31 / sf	$2,259	$2.41 / sf	$9,251	$1.82 / sf
General Requirements	$3,142	$.62 / sf	$1,695	$.84 / sf	$165	$.15 / sf	$104	$.11 / sf	$380	$.07 / sf
Weather Conditions	$0		$0		$0		$0		$0	
DIVISION 2 - Site Construction		$24,570		$11,826		$545		$21,598		$78,934
02071 Building Demolition-Interior	$24,570	$4.81 / sf	$11,826	$5.87 / sf	$545	$.50 / sf	$21,598	$23.10 / sf	$78,934	$15.47 / sf
02071 Sawcutting	$0		$0		$0		$0		$0	
DIVISION 3 - Concrete		$0		$0		$0		$0		$0
03300 Miscellaneous Concrete	$0		$0		$0		$0		$0	
DIVISION 4 - Masonry		$5,000		$0		$0		$0		$0
04202 Masonry	$5,000	$.98 / sf	$0		$0		$0		$0	
DIVISION 5 - Metals		$7,875		$3,200		$0		$0		$0
05510 Miscellaneous Metals	$7,875	$1.54 / sf	$3,200	$1.59 / sf	$0		$0		$0	
DIVISION 6 - Wood & Plastics		$32,237		$34,757		$1,845		$0		$0
06100 Rough Carpentry	$1,130	$.22 / sf	$1,227	$.61 / sf	$0		$0		$0	
06200 Finish Carpentry	$17,041	$3.34 / sf	$20,162	$10.02 / sf	$645	$.59 / sf	$0		$0	
06400 Architectural Millwork & Woodwork	$14,066	$2.76 / sf	$13,368	$6.64 / sf	$1,200	$1.11 / sf	$0		$0	
06650 Solid Surface Fabrications	$0		$0		$0		$0		$0	
DIVISION 7 - Thermal & Moisture Protection		$0		$0		$0		$0		$0
07910 Caulking & Sealants	$0		$0		$0		$0		$0	
DIVISION 8 - Doors & Windows		$75,047		$57,119		$2,000		$0		$0
08110 Doors, Frames & Hardware	$0		$0		$2,000	$1.84 / sf	$0		$0	
08811 Interior Glazing	$70,147	$13.74 / sf	$57,119	$28.37 / sf	$0		$0		$0	
08361 Sectional Overhead Doors	$4,900	$.96 / sf	$0		$0		$0		$0	
DIVISION 9 - Finishes		$121,978		$81,341		$9,081		$0		$0
09310 Ceramic and Hard Tile	$0		$0		$0		$0		$0	
09650 Carpet, Resilient Flooring and Base	$8,344	$1.63 / sf	$13,770	$6.84 / sf	$0		$0		$0	
09510 Acoustical Ceilings	$23,014	$4.51 / sf	$9,288	$4.61 / sf	$500	$.46 / sf	$0		$0	
09605 Floor Preparation - Misc.	$6,159	$1.21 / sf	$2,448	$1.22 / sf	$1,341	$1.24 / sf	$0		$0	
09720 Polished Concrete Floors	$17,095	$3.35 / sf	$0		$0		$0		$0	
09900 Painting & Wallcovering	$15,840	$3.11 / sf	$7,511	$3.73 / sf	$5,025	$4.63 / sf	$0		$0	
09250 Metal Stud & Drywall	$51,517	$10.09 / sf	$48,227	$23.96 / sf	$2,215	$2.04 / sf	$0		$0	
DIVISION 10 - Specialties		$6,985		$0		$0		$0		$0
10150 Toilet Partition/Compartment	$0		$0		$0		$0		$0	
10800 Toilet Accessories	$0		$0		$0		$0		$0	
10430 Building / Exterior Signage	$6,985	$1.37 / sf	$0		$0		$0		$0	
10400 Acoustical Wall Treatments	$0		$0		$0		$0		$0	
DIVISION 11 - Equipment		$0		$0		$0		$0		$0
DIVISION 12 - Furnishings		$0		$0		$5,000		$0		$0
12530 Window Treatment	$0		$0		$5,000	$4.61 / sf	$0		$0	
DIVISION 13 - Special Construction		$0		$0		$0		$0		$0
DIVISION 14 - Conveying Systems		$14,400		$0		$0		$0		$0
14420 ADA Lift	$14,400	$2.82 / sf	$0		$0		$0		$0	
DIVISION 15 - Mechanical		$144,664		$72,423		$6,046		$0		$0
15300 Fire Protection	$9,959	$1.95 / sf	$4,265	$2.12 / sf	$2,371	$2.19 / sf	$0		$0	
15400 Plumbing	$29,705	$5.82 / sf	$9,155	$4.55 / sf	$0		$0		$0	
15500 H.V.A.C.	$105,000	$20.57 / sf	$59,000	$29.31 / sf	$3,675	$3.39 / sf	$0		$0	
15900 VDC Coordination	$0		$0		$0		$0		$0	
DIVISION 16 - Electrical		$220,046		$91,688		$9,798		$0		$0
16001 Electrical	$220,046	$43.11 / sf	$91,688	$45.60 / sf	$9,798	$9.03 / sf	$0		$0	
TRADE SUB-TOTAL	$726,295	$142.29 / sf	$391,789	$194.63 / sf	$38,177	$35.15 / sf	$24,028	$25.70 / sf	$87,816	$17.21 / sf
Subcontractor Default Insurance	$0		$0		$0		$0		$0	
Contingency	$36,313		$19,589		$1,909		$1,201		$4,391	
Contractor's Fee	$26,690		$14,398		$1,403		$883		$3,227	
Liability Insurance	$7,893		$4,258		$415		$261		$954	
PROJECT SUB-TOTAL	$797,190	$156.18 / sf	$430,034	$213.63 / sf	$41,904	$38.62 / sf	$26,374	$28.21 / sf	$96,389	$18.88 / sf
PROJECT SUB-TOTAL	$797,190	$156.18 / sf	$430,034	$213.63 / sf	$41,904	$38.62 / sf	$26,374	$28.21 / sf	$96,389	$18.88 / sf
Labor & Performance Bonds	$7,972		$4,300		$419		$264		$964	
PROJECT SUB-TOTAL	$805,122	$157.74 / sf	$434,335	$215.78 / sf	$42,323	$39.01 / sf	$26,637	$28.49 / sf	$97,352	$19.07 / sf
PROJECT TOTAL	$805,122	$157.74 / sf	$434,335	$215.76 / sf	$42,323	$39.01 / sf	$26,637	$28.49 / sf	$97,352	$19.07 / sf

J:\Leopardo Projects\18-4182 Innovation DuPage Tenant Improvement Study\02 Estimating\0002 PRE CON\Initial Estimate\Estimate\Estimate Bid Day\18-4182 SDP Innovation DuPage R1

Glen Ellyn School District 41
Ignite passion. Inspire excellence. Imagine possibilities.
793 North Main Street, Glen Ellyn, IL 60137

November 8, 2017

Mr. Mark Franz
Village Manager
Village of Glen Ellyn
Glen Ellyn Civic Center
535 Duane Street
Glen Ellyn, IL 60137

Mr. David Harris
Executive Director
Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, IL 60137

Re: Proposal for an Intergovernmental Facilities Agreement

Dear Mr. Franz and Mr. Harris:

The Glen Ellyn School District 41 Board of Education and I appreciate the informal discussions over the past 10 weeks with both of you to address some of the significant educational space needs of District 41 through intergovernmental cooperation. Our discussions have focused on the School District using the North Wing of the Park District's Spring Avenue Recreation Center for its Early Childhood ("EC")/Preschool Program and the Park District moving its offices from the North Wing to the area of the Glen Ellyn Civic Center formerly occupied by the Glen Ellyn Police Department. This letter contains the School District's formal proposal and supporting information.

Currently the School District's EC/Preschool Program is housed at Forest Glen Elementary School and serves approximately 150 students. There are at-risk, English Language/Bilingual and special education students in this program, along with 17 tuition-based students. Our program houses 2-1/2 blended classrooms, 1 bilingual/EL classroom, 1 extended day self-contained EC classroom and 1 self-contained EC room. This equates to 10 PreK/EC sections. These programs are mandated by federal law which requires school district to find and serve all eligible students. In fact, the number of students has increased steadily and is expected to continue to increases.

We recognize that the Village is well along on negotiations with the College of DuPage for its use of the same area at the Civic Center and thus has requested a proposal from the School District by today. The School District appreciates the opportunity to make a proposal which, if consummated in an intergovernmental agreement, will help meet the educational needs of the families and children which we all serve. It is also important to recognize that the proposed agreement is the least expensive of the available options, other than increasing class sizes. An agreement should also save our respective taxpayers considerable dollars by avoiding altogether, or at least significantly delaying, new construction by the School District to meet its space needs due to anticipated growth and development in the Village.

Glen Ellyn School District 41 student enrollment has consistently remained between the 3,200 to 3,600 students for the past 10 years. During the spring of 2016, the School District engaged Dr. John Kasarda to update the Glen Ellyn School District 41 Demographic Trends and Enrollment Projections report. Dr. Kasarda states that in his professional judgment that Series B is the most likely set of projections for the School District as well as for the individual schools. Based on the Series B projections, our elementary schools will see an increase in student enrollment over the next few years. Our schools on the North end of the district (Churchill and Forest Glen Elementary School) are nearing or at capacity, and based on information in the Kasarda report neither school would be able to accommodate the roughly 60 additional students without increasing class size. Nor is sufficient space available in the District's other schools.

Since the Kasarda report, the School District learned of a possible new subdivision being built in District 41's boundaries (near Center Ice). Through collaborative discussions with the Village staff, the School District understands that the master plan for this subdivision calls for 22 homes. The homes, as they are currently proposed, are three bedrooms with the master bedroom on the main floor. Our understanding is these types of homes generally attract homeowners without young children living at home. Determining the number of students that may eventually attend a District 41 school due to this potential subdivision is difficult at this time. While no annexation agreement or conditions have been agreed upon with the builder, this plan has the potential to become a significant space issue for District 41. In addition to possibly adding new students to Forest Glen, the School District's preschool program is housed at the school utilizing six of the building's classrooms. Another current space challenge at Forest Glen is the basement area which is not ADA accessible for staff and students. Due to the lack of space in the building, some academics and other programs are housed in the basement. This is extremely undesirable to the students, staff and parents. The proposal being submitted helps resolve these significant issues.

In light of the above, the School District proposes the following:

1. The School District would relocate its EC/Preschool Program to the North Wing of the Recreation Center under a lease/purchase intergovernmental agreement with a minimum lease term of 10 years. At its expense, the School District would renovate the North Wing to meet Illinois School Code standards for six classrooms.

2. The Park District would relocate its offices from the North Wing to the Civic Center under a long-term lease agreement with the Village. District 41 would pay for the cost of renovation of the Civic Center space to meet the office needs of the Park District and the cost of moving the Park District's office equipment and materials to the Civic Center.

3. The Park District would not charge the School District rent or operational costs for the North Wing, so long as the Village did not charge the Park District rent or operational costs at the Civic Center. Rental and operational costs charged by the Village to the Park District

would be paid by the School District either directly to the Village or by offsetting payments to the Park District for the North Wing.

4. The Park District would be responsible for structural and mechanical maintenance and major operational costs, such as snow removal and outdoor grounds maintenance, for the North Wing, and the Village would be responsible for the same at the Civic Center.

5. Negotiations for an appropriate intergovernmental agreement to accomplish the above would begin immediately for completion and submission for approval at the January meetings of our respective boards. The School District's preliminary estimate of the cost of the commitments under the agreement would range from 1.5 to 2 million dollars. The District will be doing its due diligence with respect to costs as the specific terms of the agreement are negotiated and costs in excess of this range may cause the School District to reconsider its entry into an agreement under the broad terms presented above. We understand that the Village and the Park District have similar reservations if the agreements are not substantially cost-neutral for them.

6. The School District requests the Village to put on hold entry into an agreement with the College of DuPage for the same space at the Civic Center while negotiations with the School District and Park District proceed until it becomes apparent that an agreement cannot be reached but, in any event, by no later than the end of January, 2018.

The School District greatly appreciates consideration of this proposal by both of you and your respective Boards. We respectfully ask that by no later than November 15, 2017, you advise me of the willingness of your Boards to enter into formal negotiations to achieve an intergovernmental agreement substantially along the lines proposed above.

Sincerely,

Paul Gordon
Superintendent

cc: Board of Education

2431228.1

11/9/2017

Village of Glen Ellyn

Civic Center Tenant Improvements

Estimate of Probable Cost History

Pricing Packages	Aug 2017 estimates	construction area (sf)	cost/sf	Oct 2017 estimates	construction area (sf)	cost/sf
Village: Finance (1st)	$271,095	1966	$138	$271,095	1966	$138
Village: Planning & Development Opt #1 (1st)	$324,481	1813	$179			
Village: Planning & Development Opt #2 (1st)	$458,336	3393	$135	$458,336	3393	$135
Village: Maintenance Workshop (1st)		9		$71,106	501	
Village: Admin Reno (2nd)				$98,352	880	
Village: President's Suite (3rd)				$52,435	424	
VH Construction Cost totals:	**$595,576**	3779	$158	**$951,324**	**7164**	
VH FF&E budget (low)	$48,500			**$50,148**		$7.00
VH FF&E budget (high)				**$93,132**		$13.00
VH A/E Basic Services*	$72,500			**$86,000**		
				Total Est.	$ 1,286,439.00	
Shared Amenities: (1st flr)	$279,223	756	$369	$291,338	1,110	
Shared Amenities: (2nd flr)				$48,892	407	
SA Construction Cost totals:	**$279,223**			**$340,230**	**1517**	
SA FF&E budget				**$0**		$0.00
SA A/E Basic Services*				**$18,000**		
COD Innovation Dupage: (1st flr)				$902,474	4929	
COD: Innovation Dupage (2nd flr)				$434,335	2013	
COD: Innovation Dupage (3rd flr)				$42,323	1085	
COD ID Construction Cost totals:				**$1,379,132**	**8027**	
COD ID FF&E budget (low)				**$56,189**		$7.00
COD ID FF&E budget (high)				**$104,351**		$13.00
COD ID A/E Basic Services*				**$96,000**		
				Total Est:	$1,729,247	

** Escalation since 2015 has been 3.5%/ year; $212,525 x 1.07% = $227,402

***A/E Basic Services include:** Architectural, Structural, MEP, Fire Protection, Interior Design, and first submittal for pe

Add Services: Technology, Furniture / Signage (10% of FFE budget), Civil (if needed), Permitting (for additional respo

Dewberry

5-YEAR FACM CIP FORECAST

	2017			5 Year Facilities Capital Improvement Budget (2018 - 2022)					
	Budget	Year-End Est. Actual	Under/(Over) Budget	CY 18	CY 19	CY 20	CY 21	CY 22	TOTAL
Revenues									
Investment Income	$ 2,500.00	$ 4,200.00	$ 1,700.00	$ 4,200.00	$ 2,000.00	$ 2,060.00	$ 2,121.80	$ 2,185.45	$ 12,567.25
Contribution - General Fund	$ 150,000.00	$ 150,000.00	$ -	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 1,000,000.00
Add'l Contribution - General Fund	$ -	$ 548,331.00	$ 548,331.00						
Contribution - Water & Sewer Fund	$ 50,000.00	$ 50,000.00	$ -	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 250,000.00
Contribution - Sewer	$ 50,000.00	$ 50,000.00	$ -	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 250,000.00
TOTAL REVENUES	$ 252,500.00	**$ 802,531.00**	**$ 550,031.00**	**$ 304,200.00**	**$ 302,000.00**	**$ 302,060.00**	**$ 302,121.80**	**$ 302,185.45**	$ 1,512,567.25
Expenditures									
Civic Center	$ 611,000.00	$ 220,248.00	$ 390,752.00	$ 866,500.00	$ 727,500.00	$ 157,500.00	$ 95,500.00	$ 47,500.00	$ 1,894,500.00
Fire Stations (#1 & #2) - costs moved to Fire Serv Fund in 2018	$ 178,900.00	$ 152,820.00	$ 26,080.00	$ -	$ -	$ -	$ -	$ -	$ -
Reno Center-PW	$ 99,400.00	$ 107,064.00	$ (7,664.00)	$ 85,000.00	$ 40,000.00	$ 85,000.00	$ 62,000.00	$ 8,000.00	$ 280,000.00
Police Station	$ -	$ -	$ -	$ -	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 20,000.00
Stacy's Museum and History Center	$ 49,000.00	$ 34,000.00	$ 15,000.00	$ 10,000.00	$ 28,000.00	$ 25,000.00	$ 20,000.00	$ 17,500.00	$ 100,500.00
Churchill Woods	$ -	$ -	$ -	$ 75,000.00	$ 25,000.00	$ -	$ -	$ -	$ 100,000.00
TOTAL EXPENDITURES	**$ 938,300.00**	**$ 514,132.00**	**$ 424,168.00**	**$ 1,036,500.00**	**$ 825,500.00**	**$ 272,500.00**	**$ 182,500.00**	**$ 78,000.00**	**$ 2,395,000.00**
INCREASE (DECREASE) IN FUND BALANCE	**$ (685,800.00)**	**$ 288,399.00**	**$ 125,863.00**	**$ (732,300.00)**	**$ (523,500.00)**	**$ 29,560.00**	**$ 119,621.80**	**$ 224,185.45**	**$ (882,432.75)**
FUND BALANCE - BEGINNING OF YEAR		**$ 923,709.00**		**$ 1,212,108.00**	**$ 479,808.00**	**$ (43,692.00)**	**$ (14,132.00)**	**$ 105,489.80**	
FUND BALANCE - END OF YEAR		**$ 1,212,108.00**		**$ 479,808.00**	**$ (43,692.00)**	**$ (14,132.00)**	**$ 105,489.80**	**329,675.25**	