

Agenda  
Village of Glen Ellyn  
Special Village Board Meeting  
Monday, June 6, 2011  
7:00 p.m. – Galligan Board Room  
Glen Ellyn Civic Center

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. 2011 Bookfest Event: *(Trustee Henninger)*  
Motion to waive Sections 8-1-11 (Street Obstructions) and 8-1-12 (Merchandise on Streets), as well as Chapter 3-23 (Peddlers) of the Village Code, and applicable outdoor sale sections of the Zoning Code, in order to allow the Downtown Glen Ellyn Alliance to host the 2011 Bookfest Event in the Central Business District on Saturday, June 18, 2011 between 8 a.m. and 6 p.m. *(Assistant to the Village Manager Schrader)*
5. Fourth of July Event:  
Fourth of July Committee Representative Jim Rasins will present information on exciting events planned in Glen Ellyn to celebrate Independence Day this year.
6. Village of Glen Ellyn and College of DuPage:
  - a. Brief Update of Events Since Last Meeting *(Village Manager Burghard)*
  - b. Public Comments
  - c. Village Attorney Comments
  - d. Village Board Comments
  - e. Village Considerations, Board Deliberation and Recommendations *(Village President Pfefferman)*
  - f. Frequently Asked Questions *(Planning and Development Director Hulseberg)*
7. Other Business?
8. Reminders:
  - a. The Village Board Workshop and Meeting scheduled for Monday, June 13, 2011 have been cancelled.
  - b. The next scheduled Regular Village Board Workshop will be held on Monday, June 20, 2011 at 7:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.
9. Adjournment

DRAFT

June 7, 2011

A-4



Carol White, Temporary Executive Director  
Alliance of Downtown Glen Ellyn  
286 N. Park Boulevard  
Glen Ellyn, IL 60137

RE: Bookfest 2011 Event

Dear Ms. White:

This letter is to confirm action taken at the Village Board Meeting on Monday, June 6, 2011 regarding the Bookfest 2011 event scheduled to occur in the Central Business District on Saturday, June 18, 2011 as described in the Alliance's request letter of May 19, 2011. The Village Board waived Section 8-1-11 (Street Obstructions) and 8-1-12 (Merchandise on Streets) of the Glen Ellyn Village Code, and applicable outdoor sale sections of the Zoning Code, and approved your requests as follows:

1. Approval for the event to occur on Saturday, June 18, 2011 between the hours of 8:00 a.m. and 6:00 p.m. at various locations in the Central Business District. Please confirm with the Police Department the exact locations by Monday, June 13, 2011 (630-469-1187).
2. Chapter 3-23 of the Village Code concerning peddlers has been waived for the event. The provision, in addition to previously waived codes, allows existing merchants in the Village to display merchandise on the sidewalks during the Bookfest event, 8:00 a.m. to 6:00 p.m. However, merchants in the Village may only use sidewalks for this purpose. A minimum five-foot wide pathway of sidewalk area must remain free and clear for accessibility purposes.
3. The Alliance is reminded that if balloons or other attention-getting devices are utilized to direct guests to participating retailers, it must be in accordance with Section 4-5-8(B) of the Sign Code. Contact the Planning and Development Department at 630-547-5250 for any questions about signage and balloon regulations.
4. The Alliance must monitor and be responsible for disposal of garbage and recycling accumulation in the Village street containers. Plastic bags should be used to line the containers, and the Alliance should empty the containers as necessary. The Alliance should contact Allied Waste at 630-469-1036 to request an additional pick-up on Sunday, June 19, 2011 and the Alliance will bear any expense for the extra pick-up. Please also contact the Public Works Department at 630-469-6756 should you be

interested in having additional wire refuse/recycling containers placed in the downtown during the event.

5. Evidence of insurance for the Alliance in the amount of \$2 million listing the Village as additionally insured must be presented to Danamarie Izzo, Assistant to the Village Manager - HR, no later than Tuesday, June 14, 2011.
6. As in the past, the only entities allowed to participate in this event are those businesses or organizations that are licensed, registered, or otherwise legitimately conduct their business or activity from within the boundaries of the Village of Glen Ellyn. Businesses or organizations that do not satisfy these requirements will not be permitted to participate as vendors in the Bookfest event and shall be deemed not to be exempted from the aforementioned Code waivers and shall be deemed to be engaging in peddling without the proper license.

Copies of your letter, together with this reply, are being furnished to appropriate team members so that necessary arrangements can be made to carry out the requests of your organization. If you have any questions, please contact the appropriate Village personnel.

Sincerely,

Terry Burghard  
Interim Village Manager

cc: Staci Hulseberg, Planning and Development Director  
Phil Norton, Police Chief  
Dave Buckley, Assistant Public Works Director  
Danamarie Izzo, Assistant to the Village Manager - HR  
Patti Underhill, Administrative Services Coordinator

May 19, 2011

Staci Hulesberg  
Director of Village Planning  
500 Duane St.  
Glen Ellyn, IL 60137

RE: BookFest 2011: A Celebration of Books, Saturday, June 18, 2011

Dear Staci:

This letter is to ask for approval for the following request:

1. Approval to waive Chapter 3-23, Section 8-1-11 and Section 8-1-12 of the Village Code concerning peddlers, the obstruction of public ways, and the display and sale of merchandise on public ways. The provision allows existing merchants in the Village to display merchandise on the sidewalks during BookFest. We do understand that merchants in the Village may only use sidewalks for this purpose. A minimum five-foot pathway of sidewalk area must remain free and clear for accessibility purposes. We ask this be done between the hours of 8am and 6:00pm.

Thank you for your help in this matter.

Carol White  
Temporary Executive Director, Alliance of Downtown Glen Ellyn

## **Village of Glen Ellyn Policy Statement concerning College of DuPage**

Whereas, the Village of Glen Ellyn (Village) and the College of DuPage (College) have recognized that both would benefit from a stronger partnership; and

Whereas, the Village has been operating in good faith as if an Intergovernmental Agreement (IGA) has existed with the College for the College's expansion plan since 2005; and

Whereas, in anticipation of successful negotiations to the IGA the Village has waived many local ordinances, processes, procedures and fees to recognize the College's value to the Village, DuPage County (County) and District 502; and

Whereas, the College passed a version of the IGA on April 28, 2011; and

Whereas, the College President and the Village President agreed they could overcome any "bumps along the way" with the new IGA; and

Whereas the Village considered the agreement on May 9, 2011 and tabled the matter out of respect for and due to numerous requests by the public for more information and time to study the agreement; and

Whereas, the College unilaterally rescinded the agreement on May 23, 2011 and therefore no IGA is in place or presently being considered by the College; and

Whereas, the College voted to disconnect from the Village on May 23, 2011; and

Whereas, the College and the Village agree that the safety of the College's students, employees, visitors and neighbors is the number one concern as the College expands and develops its property; and

Whereas, the College and the Village agree that saving the taxpayers' money is also a paramount concern as the College expands and develops its property; and

Whereas, the College and the Village have statutory requirements and an obligation to the public to ensure the safety of new construction and its operation;

Now, therefore, be it the POLICY of the Village of Glen Ellyn:

**In regard to the present construction:**

The County has informed the Village that it will "grandfather" existing construction into the County upon de-annexation. The Village is obligated to assure construction standards have been met before the responsibility for the current development is assumed legally by the County.

The Village will waive its permit and review fees and practices with respect to the present construction at the College (Berg Instructional Center, Student Services Center, Culinary and Hospitality Center, Health and Science Center) except for those covered under the 2010 Interim Agreement and those related to the following:

- Review of the 100% revised, sealed construction plans, including alarm and fire sprinkler plans, which highlight any changes previously agreed to.
- Review of the inspection reports the College has received for the present construction and confirmation that the College has addressed any concerns found by the 3<sup>rd</sup> party inspectors through subsequent inspection reports.
- Issuance of Certificates of Occupancy upon addressing any corrections needed as a result of the plan review or inspection reports provided by the College's certified 3<sup>rd</sup> party inspectors.

The cost of the above three items will be assessed to and payable by the College. Any consultant(s) assisting the Village in this work and their budgeted amounts will be reviewed by both parties using the consultant-invoice review process presently in place.

**In regard to any new construction:**

The Village will enforce all codes and practices as it does with commercial construction until such time as the College de-annexes. The Village may utilize consultants in the fulfillment of these duties if necessary.

**In regard to other agreements:**

- The Village will adopt, as part of this Policy Statement, the Interim and the Landscape Agreement previously agreed to with the College and hopes the College will do the same.
- The Village would encourage and be open to a new Intergovernmental Agreement should the College chose to restart IGA negotiations. The Village would approve a renewal of the 2007 Intergovernmental Agreement immediately.
- The Village would encourage and be open to an annexation agreement with the College should the College chose to de-annex.

**In regard to the College's plans to formally disconnect:**

The Village strongly believes the College's plan to disconnect from the Village is not in the best interest of the Village, the County or the taxpayers of District 502. The Village also believes this proposed action is unnecessary, sends the wrong message to the community, particularly the children, and the College's students.

As such, the Village will not aid the College in its disconnection plan. The Village respectfully requests that the College remain partners and rescind its intent for this proposed action.

That being the Village's stated position, if the College continues with its proposal to disconnect from the Village according to applicable State Statute, the Village will not use its taxpayer's resources to legally object to such an action so long as:

- The College provides adequate legal protections so as not to isolate or violate any existing contiguity for any properties currently within the Village corporate limits.
- The College grants at no cost to the Village sufficient utility easements to the Village for any Village-owned or managed water and sewer systems.
- The Village incurs no out-of-pocket expense related to the College's de-annexation plans.

**In regard to water and sewer service:**

The Village will continue to offer the College all present day services until such time as the College de-annexes from the Village.

At the time of de-annexation, the Village, if requested by the College, will provide water and sewer services at the same unincorporated rates as the Village's neighbor's pay then in existence.

**In regard to fire and police service:**

At the time of de-annexation, the Glen Ellyn Volunteer Fire Company has indicated it will continue to serve the College. Similar to other incorporated neighbors of the Village, the Village will require the College to enter into an agreement with the Fire Company to fund the Fire Company at a dollar amount to be determined per year, dependent upon the number of calls for service, and ask the College to fund any unpaid Fire Company bills to College-served clients who do not pay their bill so that Glen Ellyn taxpayers are not adversely affected.

At the time of de-annexation, police services to the College would immediately cease, although the Glen Ellyn Police Department would continue to assist the DuPage County Sheriff's office and the College's Police Department and in any mutual aid calls as required.

**In regard to liquor licenses:**

The Village will reissue the existing liquor license for the McAninch Arts Center for performance occasions barring any unforeseen illegal or abuse incidents with regard to alcohol. This license has worked well for all.

The Village will analyze the liquor license request for the new Culinary and Hospitality Center (CHC) in partnership with County officials who would ultimately be responsible for monitoring and enforcement of said license upon annexation. Issuing a liquor license for the new Culinary and Hospitality Center is likely to come with specific requirements related to a significant underage student presence, including potential underage serving, of alcohol. The annual cost of the CHC license, if granted, will be the same as that for the McAninch Arts Center liquor license.

**In regard to signs:**

The Village, in partnership with the College, will provide a public comment period of 18 months for the current campus outdoor signage and that proposed for the outside of the present construction. During this public comment period, at least three public comment meetings will be held: one at the Village, one at the College and one to be determined (one during the evening, one during the day and one on the weekend). The Village, and hopefully the College, will publicize these meetings on their websites and by joint press releases and other regular electronic communication. In addition, the Village will share any and all correspondence related to the signs with the College and requests that the College do the same.

**In regard to the future:**

Should the College so choose to do so, the Village would be open to consideration of joining with the College in lobbying the legislature in Springfield to have Community Colleges included in the State's School's Act which provides State Board of Education oversight to public school construction and clearly outlines municipality's responsibilities with regard to public education developments.

**In regard to law:**

The Village understands the College's request to orderly transition to a new relationship between the two fine institutions. The College and the Village are a powerful, positive and efficient force for the community when efforts are combined. Therefore, the Village respectfully asks that the College withdraw its lawsuit against the Village.

*This Policy Statement is adopted in good faith to provide direction to all interested parties and a framework for a new cooperative relationship with College of DuPage. It is not to be construed as an all-inclusive handbook of operations, but instead as a guide to the Village's purpose and intent towards positive progress in its relationship with College of DuPage.*

## Glen Ellyn Fact Sheet

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### **An abbreviated history College of DuPage Development Activities** June 1, 2011

#### History

- The College of DuPage (COD) was founded in 1967 and annexed to the Village of Glen Ellyn (VGE) in 1973
- Between 1973 and 2007, COD applied for and was issued 19 building permits from Glen Ellyn
- In that same timeframe, COD applied for, and received approval of, two Master Sign Plans including multiple variations for campus signage plans (1994 and 2002)
- In 2001, COD prepared a Facility Master Plan for the redevelopment of the campus that was estimated to cost \$289 million
- In November 2002, voters approved a \$183 million bond referendum to fund a portion of the Facility Master Plan improvements
- In 2004, COD took the position that it was not subject to any local regulations including codes relating to zoning, signage, landscaping, parking, and building safety permits; however, it agreed to go through the Village's zoning process for review of their Master Facilities Plan and to simultaneously work on an IGA with the Village
- VGE does not believe COD is exempt from any local codes and ordinances which are intended to protect the general health, welfare, and safety of people and property in and around Glen Ellyn
- In July of 2005, COD began submitting materials for approval of a Planned Unit Development (PUD), Subdivision and Zoning Map Amendment for the Master Facilities Plan
- For two years, VGE and COD engaged in cooperative discussions attempting to reach a mutual understanding on a reduced level of Village oversight for COD projects
- In March of 2007, the VGE Plan Commission conducted public hearings on the PUD, Subdivision and Zoning Map Amendment requests
- In April of 2007, the VGE Board of Trustees approved a Final Planned Unit Development Plan for the campus; the College also received subdivision approval and approval of a Zoning Map Amendment that created a new Community College zoning district for the campus
- In April 2007, VGE and COD entered into an Intergovernmental Agreement that set the terms for how the parties would interact related to the implementation of the Facilities Master Plan for the campus. In the agreement, the VGE agreed to defer its lawful right to regulate construction and design within the campus in exchange for COD's pledge to accommodate the VGE's traffic, stormwater, zoning and parking concerns. The agreement addressed the primary interests of both parties and focused on those items that would most impact the community and surrounding neighbors

## Glen Ellyn Fact Sheet

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- The 2007 Intergovernmental Agreement contained many terms including:
  - Establishing a special zoning district for COD so there would be no requirement for COD to seek zoning changes to carry out any of COD's operations
  - Requiring that any changes to the College Zoning District be approved by COD in advance
  - The approval of a Master Planned Unit Development Plan which allowed certain modifications to that plan without prior approval from VGE
  - Waiving exterior appearance review of each building and instead allowing the approval of Architectural Design Guidelines for the campus
  - Allowing COD the choice of hiring an independent company to perform building plan reviews and building inspections or requesting VGE to perform those services
  - Providing expedited building permit and stormwater plan review, reduced fees, and waiver of public property damage deposits and monetary securities
  - Waiving requirement for annual fire safety inspections for COD
  - Offering flexibility to relocate buildings and construct small accessory buildings without review by VGE
  - Establishing a process for resolution of disagreements on building code compliance or violations
  - Allowing COD to perform maintenance projects through the issuance of an annual building permit rather than individual permits for each project
  - Permitting unlimited temporary construction structures and/or trailers without building permits
  - Allowing an unlimited amount of construction signage which could be located at COD's discretion
- From 2007-2008, under the 2007 IGA, COD applied for and received 28 building permits from the Village
- In 2008, COD removed 16 VGE-owned parkway trees without a permit
- In December 2008, COD unilaterally revoked the Intergovernmental Agreement
- Since the IGA was revoked in 2008, VGE has been attempting to engage COD in discussions to reach an understanding and common ground regarding any areas of dispute

### Current Status/Recent Activity

- Since 2009, COD has constructed roughly 91,000 additional square feet of buildings not contemplated in the previously approved and agreed upon Master PUD Plan including the Culinary and Hospitality building
- In March of 2010, COD submitted a copy of their updated sign plan to the VGE. The Village responded on April 21, 2010 noting significant differences between the new

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sign plan and the sign plan approved in 2002. VGE indicated that it would be willing to support a number of variations to accommodate the new sign plan and reminded COD that it was governed by the Village's Sign Ordinances

- COD did not abide by either the VGE Sign Code or the special sign plan and variations previously approved for the campus. COD informed the VGE that it intended to install approximately 3900 square feet of signage totaling approximately \$2 million, far exceeding the signage allowances for the campus
- VGE was concerned about the potential impact the number, type and size of the signs would have on the campus and surrounding residential neighborhoods and that no public hearings were conducted allowing public comment/input on this. VGE sent a letter to COD on April 28, 2010 reiterating the Village's desire to negotiate and work with the College to resolve this and any other issues and stating that in the meantime the Village would not be able to ignore violations of our Ordinances
- On May 7, 2010, COD removed 15 VGE-owned parkway trees from the west side of Lambert Road without notification or approval
- On June 10, 2010, a letter was sent to COD by the VGE Attorney again reiterating the Village's desire to establish a new IGA and to work cooperatively with the College and noting that sign support structures were witnessed being installed on the campus and that COD did not have the VGE's consent to install signage in violation of Codes
- On June 14, 2010, the VGE Board adopted a resolution setting forth its desire to work with the College and to negotiate a new IGA and establishing the VGE's priority issues related to stormwater management, traffic flow, pedestrian safety, utilities, trees and signage The resolution lauded COD, its value, and its development initiatives and stated that VGE did not desire to take any legal action
- On June 15, 2010, COD proceeded to install signs
- On June 16, 2010, a citation and stop work order were issued to COD for work on signage without a permit
- COD removed the stop work order and resumed work
- On June 17, 2010 another citation was issued
- COD then filed a motion with the Circuit Court of DuPage County requesting a temporary restraining order to prevent the VGE from enforcing its ordinances on COD's campus and seeking to enjoin the VGE from issuing further citations. On June 28, 2010, the College's motion was denied
- In July of 2010, another 12 citations were issued to COD by the VGE for work on signage without a permit
- The Capital Projects Manual produced by the Illinois Community College Board sets forth a list of Codes that must be followed for community college development projects. The last item on the list is "any local building codes that may be more restrictive". There is nothing in the law that exempts community colleges from

## Glen Ellyn Fact Sheet

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standard building permit and inspection processes. Similarly, there are no exemptions for community colleges from local zoning and signage regulations. In September 2010, COD petitioned the Illinois Community College Board (ICCB) to modify the State law governing community colleges to eliminate the local code requirements. The ICCB did not rule on the request nor place the item for consideration on any future agenda

- In August of 2010, the VGE and COD entered into mediation with a respected DuPage County Judge in an attempt to develop a new IGA and resolve the larger jurisdictional dispute regarding the applicability of VGE Ordinances. Since this time, the College and Village have met for mediation on several occasions
- While in mediation, COD installed approximately 3900 square feet of signage at a cost of approximately \$2.3 million and far exceeding the established and agreed-upon signage allowances for the campus
- During the negotiation period, VGE agreed to obtain pre-approval from COD for the VGE's costs of hiring consultants to review COD's plans (i.e. traffic, wetlands, stormwater, etc.)
- VGE and COD are currently working together to accommodate a new signalized pedestrian crosswalk on Lambert Road
- COD has indicated it will abide by VGE's stormwater and wetland regulations
- Presently COD is not in compliance with these regulations because some required monitoring reports and final grading surveys have not been submitted. Some of these have been outstanding for up to seven years
- COD has operated as if a new IGA is in place and has not sought building permits for nine construction projects already completed or underway (including new buildings, additions, remodeling, fire sprinkler work, etc.)
- COD's 2007 parking study stated that COD will require a total of 7240 spaces on the campus, based on projected enrollment of 27,375 in the year 2014. The fall 2010 headcount enrollment of COD was reported to be 27,723 per the COD Courier Newspaper.
- The construction of the Culinary and Hospitality Center results in the removal of 284 parking stalls previously included in the minimum parking supply of 5900 spaces required on the east side of the campus (leaving 5720 spaces remaining on the east side of the campus)
- COD has not moved forward with an agreed-to traffic study necessary to determine if turning movements from northbound Park Boulevard onto westbound College Road have increased. In 2007, the turning movements at this intersection already required the extension of the left turning lane
- COD has applied for building permits not only previously in Glen Ellyn, but also in all six communities where it maintains satellite campus buildings. COD previously

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applied for zoning or signage relief in Glen Ellyn and two of the other communities where it maintains satellite campus buildings

**COLLEGE OF DUPAGE  
FREQUENTLY ASKED QUESTIONS  
May 31, 2011**

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**GENERAL**

**What is the basis of the dispute between the College of DuPage and the Village of Glen Ellyn?**

The College of DuPage is located within the jurisdictional limits of the Village of Glen Ellyn. The College, because it is a multi-jurisdictional body comprised of parts of DuPage, Cook, and Will counties, believes that it is generally exempt from the Village's ordinances and regulations, particularly with respect to issues of land use and construction. The Village believes that its ordinances and regulations apply to all of its residents, including COD, but has been willing to negotiate with the College to accommodate its requests for greater flexibility and independence to aid in the College's expansion.

**Has the relationship between the College and the Village always been contentious?**

No. The Village and College enjoyed a cooperative working relationship for many years since the College was annexed to Glen Ellyn in 1973. The College Board recognized this relationship with two resolutions to the Village in the 1980s and by hosting a dinner for the Glen Ellyn community in December 2009. The Village recognized this relationship in the preambles of all of its recent resolutions regarding the College.

When the College began working on its new master facilities plan in 2003, the jurisdictional authority of the Village was discussed. Despite the discussions about jurisdiction that began at that time, the two entities maintained a cooperative relationship and successfully worked together to develop an Intergovernmental Agreement (IGA) that was approved in 2007. In December 2008 the College unilaterally terminated the 2007 IGA and took the position that it was not subject to any oversight by the Village. The Village has been actively working with the College to a new common-ground agreement since that time.

**Did the Village reject the new proposed IGA?**

The Village did not reject the new IGA, but continued consideration of the item at the request of the members of the community to allow additional time for public review and input. The Village has scheduled a Special Village Board meeting on June 6<sup>th</sup> in order to allow public comment on the situation between the College and the Village.

**Is it true the Village requested last minute changes to the proposed IGA?**

No. The Village worked tirelessly to negotiate a new IGA with the College. Throughout the negotiations, the Village has maintained that life/health/safety issues are of the utmost importance to the Village. At the request of the College, the Village made it clear in writing that the agreement needed to contain certain public safety provisions in March 2011. The College asked that the Village identify which specific ordinances would apply. The Village recognized the "quasi-criminal" language was removed from the IGA prior to the approval of the IGA by the College Board.

**Did the Village threaten the College with cutting off its water supply or not issuing a liquor license?**

No. The Village has not threatened to cut off the College's water supply or withhold liquor licenses if COD initiates de-annexation proceedings. However, it is Village policy to only provide utilities to properties that are annexed or have an annexation agreement with the Village. Therefore, if COD chooses to de-annex, the Village will need to decide if it will continue to provide utilities to the College at out-of-Village rates or if the College will need to make arrangements to obtain water and sanitary sewer services from another source.

The Village has granted the College a liquor license for the McAninch Arts Center for many years and that will continue. The Village is currently reviewing and processing the application for a liquor license for the new Culinary and Hospitality Center. The Village does not currently have a liquor license available, which would serve such a facility and the Village's ordinances would need to be amended to add a new license category. The Village President, who is also Glen Ellyn's liquor commissioner, wants to partner with the county in granting this new license, since, if the College de-annexes, it would be up to county personnel to monitor and enforce this license, which allows for liquor being served in the midst of students, many of whom are underage.

**Have any Village Board or College Board elected officials participated in the meetings, negotiations, or mediation sessions regarding the development of the most recent IGA?**

The Village President and various members of the Village Board attended many of the meetings. None of the elected College Board member have participated in any of the meetings, discussions, or negotiations to date.

**CONSTRUCTION ACTIVITY AND REVIEW**

**To date, what construction projects at COD have been reviewed by the Village?**

The Village reviewed plans for all new buildings, additions, remodeling, signs and parking lots constructed on the campus up until the IGA was revoked in December 2008. The Culinary and Hospitality building, the Homeland Security building, the renovations for the Berg Instruction Center (BIC) and the Student Services Center (SSC) addition were constructed after the IGA was revoked. Therefore, these buildings were not issued a building permit and have not been inspected by the Village. Instead, the College hired architects to review the plans and conduct inspections. Courtesy copies of partially complete (90%) plans were shared with the Village for these four building projects. These plans did not include fire sprinkler system and fire alarm system engineering plans. The College has offered to give the Village 100% plans if requested to do so.

At the Village's expense, a review of the 90% plans was conducted by a Village building consultant, B&F Technical. B&F Technical employs plan reviewers and inspectors that are certified in International Building Code plan review and inspection. B&F's review of the plans resulted in 131 comments on the Culinary building, 134 comments on the Homeland Security building and 105 comments on the BIC/SRC/SSC. The College has responded to those items that the Village deemed to be the most critical for life safety purposes. It cost the Village \$30,730 to perform independent reviews of these buildings. There is no process in place that would allow the Village to recover these costs.

**What building construction projects at COD has the Village not issued building permits for?**

Building permits were not applied for or issued for the new Culinary and Hospitality Center, the new Homeland Security Center, the renovation of the BIC/SRC or the SSC addition.

**What construction projects at COD has the Village not conducted inspections of?**

Elevator inspections were conducted for all existing and new elevators on the campus. Inspections were also conducted for all new water main installations and alterations and water and sanitary sewer line connections. Inspections of some of the improvements to Lambert Road were also conducted. No building or fire inspections were conducted for the new Culinary Arts building, Homeland Security building, BIC/SRC renovation or the SSC addition. COD has indicated that it has hired a consultant to conduct the remaining building inspections for these projects. The Village has not received copies of any inspection reports.

**Does the College of DuPage need occupancy permits before it moves into new buildings?**

The Village Code requires occupancy permits to ensure that basic life safety standards are met before a building is inhabited. Prior to the revocation of the previous IGA, building and occupancy permits were granted by the Village for construction projects on the campus. No occupancy permits have been issued for

any construction projects started following the revocation of the 2007 IGA (Culinary Arts building, Homeland Security building, BIC/SRC renovation, or SSC addition).

**Has COD applied for stormwater permits for the construction projects?**

The College has applied for stormwater permits for all projects related to the build out of its Master Facilities Plan. The College is currently not in compliance with all stormwater and wetland regulations through its failure to complete monitoring reports and submit final grading surveys, some of which have been outstanding for up to seven years.

**Does development at the College fall under the “School Act”?**

State Statute provides that building permit reviews, inspections and occupancy permits for most elementary, junior high and high school district projects are processed and conducted by the State. The DuPage Regional Office of Education (ROE) reviews building plans, resolves issues and assists architects and school districts with their design and construction. Community colleges *clearly* are not included in or governed by the School Law and their plans and construction are not subject to oversight and review by the ROE.

**What requirements and oversight does the Illinois Community College Board offer to development at the College?**

The Capital Projects Manual produced by the Illinois Community College Board sets forth a list of Codes that must be followed for community college development projects. The last item on the list is “any local building codes that may be more restrictive”. There is nothing in the law that exempts community colleges from standard building permit and inspection processes. Similarly, there are no exemptions for community colleges from local zoning and signage regulations.

**Why didn’t the Village proceed with citations and court proceedings immediately following the College’s refusal to comply with building, zoning, and sign codes?**

The Village recognizes the College is a first-class institution and valuable community asset to the Village, the county and District 502. The Village very much values its relationship with the College, and wished to resolve any disputes amicably. The Village’s goal was to identify common ground where both entities were able to address issues of critical importance. The Village understands that it is not ideal to have two governmental entities, both supported by tax payer dollars, in costly court proceedings. For these reasons, the Village chose to first concentrate its efforts on developing a new IGA that would ensure the safety of College students, employees, visitors and neighbors as provided by building and development codes, protect the interests of the Village and the surrounding residents and ensure that basic public life/health/safety issues would be addressed. Out of good faith that the IGA negotiations would be successful, the Village operated as if an IGA was in place since the original one was canceled. Of note, the Village also operated as if the original IGA was in place when negotiations for it commenced in 2005.

**Why doesn’t the Village begin to issue citations, stop construction and send inspectors in now?**

The issuance of citations for the signage prompted a discussion in court about the jurisdictional disputes between COD and the Village. Since these citations were issued, the Village and College participated in mediation and have met regularly for about a year in an effort to develop an IGA that would be acceptable to both parties. During this time, in good faith that the negotiations would be successful, the Village chose to focus its efforts on working with the College on a new IGA rather than taking enforcement action. Now that COD has rescinded the proposed 2011 IGA, the Village will be revisiting all of its options.

## **AGREEMENT PROVISIONS**

### **What Village regulations/processes would COD have been subject to under the proposed 2011 IGA?**

- The College would have been required to follow local building codes. No building permits or inspections would have been issued by the Village. Instead, the College would have hired a consultant to conduct “peer” building permit reviews and inspections. Per the proposed agreement, the College would have provided the Village with copies of these “peer” plan reviews. The Village may have chosen to conduct an independent review of the building plans at its own expense. COD would also have given the Village inspection reports. There would have been no requirement for COD to make any revisions to the plans or actual construction that were found to be deficient by peer reviewers or the Village. If the Village disagreed with the findings in a “peer” review, disagreements would have been resolved in arbitration.
- The College would have been exempt from complying with the Village’s Zoning Code requirements, including permitted uses, building setbacks, building height, parking standards, lighting, landscaping, etc.
- The College would have only been required to reimburse the Village for out of pocket costs related to the review of COD projects by the Village’s stormwater and wetland consultants. COD would not have been required to reimburse the Village for out of pocket costs related to the review of COD plans by any other consultants.
- The College would have been required to comply with liquor license regulations. The fees the Village could charge for liquor licenses would have been capped at \$2500 annually.
- Please see the attached chart for an overview of what other processes/regulations the College would have been subject to including, but not limited to, stormwater, signage, architectural review and utility requirements and processes.

### **What regulations/processes was COD subject to under the previous 2007 IGA?**

- The College was subject to the Village’s Zoning Code requirements. However, no changes could be made to the Community College zoning district created in 2007 for the College without the College’s consent. In addition, the approved Master Plan granted the College flexibility to make certain adjustments to the plan without Village review.
- The previously approved IGA offered COD the flexibility to relocate buildings and construct small accessory buildings without review by the Village.
- COD had the option of hiring an independent third party to perform building permit reviews and inspections or requesting the Village to perform these services. If the College chose to hire a third party to conduct these reviews and the Village disagreed with the findings, any disagreements would be resolved in arbitration.
- The 2007 IGA provided for expedited building permit and stormwater plan review as well as reduced fees and a waiver of public property damage deposits and monetary securities from the College.
- COD was permitted to perform maintenance projects through the issuance of an annual building permit rather than individual permits for each project.
- Exterior appearance review of each building was waived in lieu of the establishment of Architectural Design Guidelines and Landscape Guidelines that COD developed for the campus.
- The College was responsible for paying all out of pocket Village expenses related to reviews of COD projects, including reviews by the Village’s stormwater, wetland, traffic and any other consultants.
- The College was required to comply with all liquor license regulations and to pay all applicable fees.
- Please see the attached chart for an overview of other processes/regulations the College would be subject to including, but not limited to, stormwater, signage, architectural review and utility requirements and processes.

**What other items were contained in the original 2007 IGA and Village-approved Master Plan that could have a negative impact on the Village following the 2008 IGA revocation by COD?**

- The previous IGA and approved Master Plan required the College to monitor traffic on Park Boulevard and for the College to extend the northbound left turn lane at Park Boulevard and College Road when queuing lengths were reported to exceed the maximum queuing length of 300 feet.
- The approved Master Plan required the College to maintain a minimum number of 5900 parking spaces on the east side of campus and 1340 spaces on the west side of campus (7240 total). In the proposed 2011 IGA, COD would only be required to maintain a total of 5000 parking spaces on the campus. This is 2240 spaces less than required by the previously approved Master Plan. Parking has also not been provided for 91,000 square feet of new building area constructed on the campus that was not included in the Master Plan.
- The approved Master Plan required the College to grant the Village a 10-foot wide easement on the south side of College Avenue to accommodate the future extension of a water main in this area which would allow the eventual looping of the water main which is important for Village water pressure and quality.
- Certain water and sanitary mains that run through the campus and which are owned by the College were to be dedicated to the Village. These mains are connected to the mains for the entire Village and some contiguous areas and their previously planned dedication to the Village would have allowed the Village to maintain control over the entirety of these utility systems to ensure that their integrity is maintained.

**Has the College historically complied with the Village's Sign Code regulations?**

Yes. COD previously applied for and received approval of two Master Sign Plans, one in 1994 and another in 2002, which included the granting of multiple variations by the Village. The sign installations by the College in 2010 were the first signs installed by the College in violation of the Sign Code and previously agreed-upon variations.

**Has COD complied with zoning, building, stormwater, sign and other regulations in other communities where it has satellite campuses?**

Yes. Documentation shows that COD has a history of applying for building permits, zoning variations, and sign variations in the six communities where the College maintains satellite campuses.

**If the Village approves the proposed 2011 IGA, under what conditions could it be terminated?**

The proposed agreement has a term of two years with no provision for termination during the term.

**Are Weeds, Parades and Litter really life/health/safety ordinances/issues?**

No, but along with noise, air pollution and other nuisance-type issues, they become quality of life issues to the neighbors of the College. For example, the Village often gets neighbor inquiries about the noise levels at the College, particularly during early morning construction. The Village has always contacted the College first to resolve these issues and on occasion has worked directly with the contractors causing the disturbance. As for weeds, the College installed native plants in its and the Village's parkways in 2008. By 2010, this effort was marred with weeds. The Village received several complaints. The Village contacted the College and the College opted to replace all of the native plantings with new sod, etc. Removal of these basic ordinances greatly depletes the neighbors' and Village's options of working with the College to quickly and efficiently develop acceptable solutions to any community issues that may arise.

**FEES**

**How much has the Village spent in legal fees to negotiate the 2011 IGA that the College just recently rescinded?**

The Village has spent approximately \$133,000 in legal fees since the College revoked the 2007 IGA in December of 2008.

**What fees has the College paid for the two new buildings started after the dissolution of the 2007 IGA (Culinary and Homeland Security)?**

The Village has issued a building permit for site development and utility services for the Homeland Security building in the amount of \$42,494 and a permit for the Culinary building in the amount of \$40,026. These permit fees have been paid by COD. Fees for building plan reviews and construction inspections have not been charged for any of the four building projects in accordance with the proposed 2011 IGA that the College has since rescinded.

**What additional fees would the College pay for the Culinary and Homeland Security buildings if the IGA were not in place?**

Excluding the fees for site development and utilities services above, COD would pay the Village approximately \$123,000 for plan reviews and construction inspections for the Homeland Security building and \$123,000 for plan reviews and construction inspections for the Culinary building if it were treated like any other commercial development in the Village. If these buildings were permitted under the terms of the 2007 IGA, then the fee for plan reviews and construction inspections of these two buildings would be reduced to approximately \$30,000 each, which is roughly the Village's cost without considering the Village's resources and services.

The above-mentioned fees are essentially "user fees" that are charged by ordinance to all who use the Village's planning and building plan review and inspection services. In the absence of the Village collecting these fees, the Village absorbs the cost of these plan reviews and inspections which impacts Glen Ellyn taxpayers.

**What water rate does the College pay the Village? What rate would the College pay if they de-annex?**

The College currently pays standard water and sanitary sewer rates of \$6.34 per 1,000 gallons of water and \$5.39 per 1,000 gallons of sewer. If the College de-annexes, they would be subject to out-of-Village rates of \$9.51 per 1,000 gallons of water and \$5.67 per 1,000 gallons of sewer. Based on current usage rates, the cost increase to COD is estimated to be about \$100,000 annually. Based on Glen Ellyn's existing boundary line agreement with Wheaton, water and sanitary sewer services could not be provided by Wheaton. The only other utilities in the area are owned by Illinois American. Illinois American water mains and sanitary sewer trunk sewers would need to be extended in order to serve the campus which could involve significant extra expense.

**DISCONNECTION**

**What does the Village lose if COD disconnects?**

- In financial terms, the Village would lose sales tax revenue associated with retail sales at the College, such as books and food. Other tax revenues that would be lost include electricity tax, natural gas tax and telecommunications tax. The total amount of these tax revenues is estimated to be above \$200,000 a year.
- The proposed de-annexation of the College would potentially disconnect parts of the incorporated Village. Neighbors of the College have talked about potential annexation to the Village. The College "leaving" would make that much more difficult for some properties.

**What are some other facts or information regarding the College's potential de-annexation including services, building requirements, etc.?**

- The College could be an unincorporated part of the county. Based on existing boundary line agreements between Glen Ellyn other municipalities, the College could not annex to another municipality.
- The Village understands that the County would "grandfather" all existing College development upon the College's de-annexation from the Village.

- The Village has been informed that COD would be required to follow similar stormwater, zoning, building and signage regulations in the County if the College became unincorporated.
- The College would continue to maintain a Glen Ellyn postal address.
- The Village would no longer offer police services to the College except in instances of mutual aid. The College has its own capable police force. Police service would also become the responsibility of the DuPage County Sheriff's office. The Village could choose to no longer serve water to the College.
- The Glen Ellyn Volunteer Fire Company has indicated that they would continue to serve the campus.
- The Village would still graciously welcome and receive the benefit of the students, employees and visitors that pass through Glen Ellyn when attending College classes and events.

**If the College disconnects from the Village, who do residents speak with to address issues with the College?**

If the College disconnects and remains in unincorporated DuPage County, residents would need to direct concerns either to the College administration and elected Board of Trustees or DuPage County.

S:\Developments\COD Master Plan\Post IGA Cancellation\Litigation\COD Fact Sheet 6-2-11.docx

## Comparison of Village Regulations Applicable to Glen Ellyn Properties and COD

Village Regulation	All Property Owners in Village	2007 Village/COD IGA*	2011 Proposed Village/COD IGA
Water/Sewer Control	Yes	Yes	Yes
Zoning Ordinance	Yes	Yes	No
Master PUD Plan	Yes	Yes	No
Subdivision Regulations	Yes	Yes	No
Fire Safety Inspections	Yes	At COD Option if COD pays for inspections	Not Addressed
Building Permit Issuance	Yes	Yes	No
Issue Certificate Of Occupancy	Yes	Yes	No
Landscape Regulations	Yes	Limited (follow PUD Landscape Guidelines)	No
Building Design Review	Yes	Limited (follow PUD Architectural Design Guidelines)	No
Building Plan Reviews	Yes	Allowed 3 <sup>rd</sup> Party Option with Village Oversight	3 <sup>rd</sup> Party Only, No Village Oversight
Building Inspections	Yes	Allowed 3 <sup>rd</sup> Party Option with Village Oversight	3 <sup>rd</sup> Party Only, No Village Oversight
Right-of-way Control	Yes	Yes	Limited (COD only provides Village notice, only reasonable standards apply)
Stormwater Code	Yes	Yes	Yes (Not to local code, Village use limited list of consultants)
Reimburse Village Out of Pocket Fees	Yes	Yes	Only for Stormwater Consultants
Sign Code	Yes	Yes (follow COD sign plan approved by Village)	Limited (COD only meets with Village for new signs over 200 SF)
Parking Standards	Yes	Maintain a Minimum of 7240 Spaces (Plus Approx 500 spaces for Culinary)	Maintain a Minimum of 5,000 Spaces

\*The 2007 IGA contained a 30-day cancellation provision that the College decided to exercise in December 2008.

**PARKWAY MAINTENANCE AGREEMENT**  
**FAWELL BOULEVARD AND LAMBERT ROADS**  
**ADJACENT TO COLLEGE OF DUPAGE GLEN ELLYN CAMPUS**

This agreement is made as of this date set forth below, by and between the College of DuPage hereinafter referred to as the ("COLLEGE"), and the Village of Glen Ellyn, Illinois, a municipal corporation, hereinafter referred to as the ("VILLAGE").

**WITNESSETH**

WHEREAS, the VILLAGE owns the real property located along Fawell Boulevard and Lambert Road along the frontage of the COLLEGE's Glen Ellyn Campus as shown on Exhibit "A" attached hereto and hereinafter referred to as the "PROPERTY"; and

WHEREAS, the COLLEGE desires the placement, operation and maintenance of landscaping, lighting, irrigation and signage on the PROPERTY, to enhance the attractiveness of the entrance to COLLEGE; and

WHEREAS, the VILLAGE and the COLLEGE are desirous of cooperating in the construction of the certain landscape improvements within the PROPERTY, hereinafter referred to as the "PROJECT" and of setting forth the parties' maintenance responsibilities for the PROJECT following completion of the PROJECT; and

**I- MAINTENANCE**

1. The VILLAGE shall allow the COLLEGE reasonable access to maintain the various improvements encompassing the PROJECT as needed by the COLLEGE to maintain and operate the equipment and structures installed by the COLLEGE and/or referenced in this Agreement without obtaining any permit or paying any fees to the VILLAGE pursuant to terms and conditions established, from time to time, by the COLLEGE Maintenance staff or COLLEGE funded contractor after the construction is complete subject to the following:
  - a. The VILLAGE's absolute right to construct, maintain, reconstruct, expand and operate the roadways.
2. The COLLEGE shall retain all ownership interest in all improvements constructed upon the PROPERTY. In the event the COLLEGE fails to maintain or abandons, as determined by this agreement any or all of the improvements constructed on the PROPERTY, the COLLEGE shall, at the VILLAGE's sole discretion, remove any and all improvements and restore all VILLAGE property to its previous condition (prior to construction of the PROJECT) at the COLLEGE's sole cost and expense within ninety days of notice by the VILLAGE to the COLLEGE President via Registered Mail.
3. Upon completion of the PROJECT it is agreed that the maintenance responsibilities of the COLLEGE are as follows:

- a. The COLLEGE shall have access the right-of-way as needed to maintain or cause to be maintained all improvements installed by the COLLEGE pursuant to this Agreement, including:
  - landscaping,
  - irrigation and
  - lightingwithin the area identified on the site plan attached hereto as Exhibit "A".
4. As used herein the terms "maintenance" or "maintain" shall refer to the satisfactory upkeep, repair, reconstruction and operation of the right-of-way and facilities to assure safe and continued use and preservation including, but not limited to, the removal of dirt and debris and the upkeep of landscaped areas, trees, signs and associated irrigation and lighting.
5. Any maintenance work required to be performed by the COLLEGE may be performed by the VILLAGE following thirty (30) calendar days advance written notice identifying the work to be performed and requesting the maintenance work be performed within a reasonable specified time. In such event, if the VILLAGE thereafter performs work required hereunder to be performed by the COLLEGE, the VILLAGE shall be entitled to prompt reimbursement of actual costs and expenses of said maintenance, including the costs and fees incurred by the VILLAGE to collect said costs and expenses.

The COLLEGE hereby releases the VILLAGE from any and all damages to the landscaping by reason of the VILLAGE's use and operation of its facilities and operations on the PROPERTY, for example winter salting operations. Further, COLLEGE agrees to indemnify, defend and hold harmless the VILLAGE, its directors, officers, employees and agents of and from any and all claims for injury to person or damage to property arising out of the COLLEGE's use and maintenance of the PROPERTY and the improvements constructed upon it pursuant to this Agreement.

## **II – GENERAL**

Wherever in this Agreement the approval or review of either the COLLEGE or the VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.

Any dispute concerning the final plans and specifications or in carrying out the terms of this Agreement shall be resolved by a meeting of the COLLEGE President and the VILLAGE Manager. Any dispute not resolved as provided above shall be resolved by decision of the COLLEGE's Chairman of the Board of Trustees and the Village President (Mayor), and their decision shall be final.

It shall be the responsibility of the COLLEGE to maintain and provide energy for any lighting and water for irrigation to be provided pursuant to the approved plans and specifications for any improvements within the PROPERTY at the COLLEGE's sole cost and expense.

## **III – INTERIM AGREEMENT TERMS**

The terms of the Interim Agreement entered into by the College and Village on July 23, 2010 are incorporated into this Agreement by reference a copy of which is attached as Exhibit B.

THIS AGREEMENT shall be executed in two counterparts each of which shall be deemed as original.

THIS AGREEMENT consists of these 4 pages and the following attachments:

Exhibit A - Plan Drawing Identifying the "Property"

Exhibit B - Interim Agreement dated July 23, 2010

Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Modification: This AGREEMENT is not subject to modifications except in writing, executed by the duly authorized representatives of the parties.

Venue: It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and venue shall lie in DuPage County, Illinois.

Notices: All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To COLLEGE:           The College of DuPage  
                                  425 Fawell Blvd.  
                                  Glen Ellyn IL  
                                  Attention: President

To VILLAGE:           The Village of Glen Ellyn  
                                  535 Duane Street  
                                  Glen Ellyn, IL 60137  
                                  Attention: Village Manager

IN WITNESS WHEREOF, the parties have set their hands and seals this, pursuant to their respective corporate authorities, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

College of DuPage

BY \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Village of Glen Ellyn

BY \_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

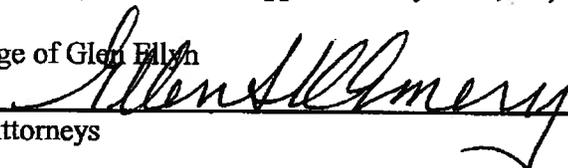
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**INTERIM AGREEMENT**

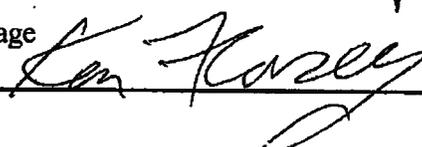
The Village and College enter into this Interim Agreement in consideration of implementing the following conditions:

1. The College will continue with the installation of its Signage Project except that it will not install the three largest building signs on the MAC (2) and Health Science (1) Buildings until after August 16, 2010.
2. The Village will remove its stop work order, rescind its citations issued to the College and its signage contractor, Western Remac, and will not issue any additional stop work order or citations for the College's signage project.
3. The Village and College shall enter into the Parkway Maintenance Agreement with the modifications proposed by the College as of the date of this meeting and attached to this Agreement. *This provision is subject to Village Board approval of*
4. The Village and College agree to the terms of the Michelski proposal dated July 1, 2010 and attached to this Agreement subject to Village Board consent.
5. Subject to Village Board Consent (to be issued or withheld on July 26, 2010) the Village will only maintain an objection to the College's installation of its Freestanding directional signs referenced on the attached only if the Village Board consents to paying a 25% reduced amount of approximately \$225,000 of the utility lines burial project. If the Village does not agree to the payment, the College reserves its rights to seek payment of the Village's share in full (an amount of approximately \$300,000). *Par. 4 below*

Village of Glen Ellyn

  
\_\_\_\_\_  
Its Attorneys

College of DuPage

  
\_\_\_\_\_  
Its Attorneys

July 23, 2010

*Board approval of Par. 4 below*  
*AKL*  
*KMF*