



Village President
Mark Pfefferman

Trustees

Peter E. Cooper
Robert Friedberg
Phillip Hartweg
Carl L. Henninger
Peter F. Ladesic
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Civic Center

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630 469-5000
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Police Department

535 Duane Street
630 469-1187
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Public Works Department

30 South Lambert Road
630 469-6756
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Dear Dr. Breuder, Chairman Carlin and Honorable Trustees,

Thank you for your most recent email. It is gratifying to see the College and the Village working together toward the goal of Certificates of Occupancy for the College's new construction.

Bob, Since your June 8th letter to me, several events have taken place, including: The Village Board's unanimous adoption of a Policy Statement, your and my interviews with the Sun-Times editorial board, your telephone calls to certain village residents, and several quotes in the media - from newspapers to websites to "COD This Week: A Message from the President." My response below will start with your June 23rd email and then address some of the concerns that have been brought up in these communication vehicles.

To your points on June 23rd:

Unfortunately, no Intergovernmental Agreement (IGA) exists between our fine institutions due to the College unilaterally canceling the 2007 IGA and voting to rescind the proposed 2011 IGA.

1. The Village once again thanks and very much appreciates the volume and speed in which the College responded to the Village's request for 100% Plans which had been previously denied during mediation sessions. The College's providing these documents prior to the passage of the Village's Policy Statement saved at least a week in the inspection review process. That is good for all.
2. Thank you for forwarding the certificates from the College's construction professionals to the Village as the College receives them. The Village will review each document and inform you and each construction professional what more, if any, information/certification is necessary.
3. Thank you for re-scheduling the meetings between the College construction officials, the College's hired construction professionals and the Village's building officials and consultants after the College canceled such meetings on June 22nd. The meetings are much anticipated.
4. The Village also appreciates the opportunity for its building professionals and inspectors to take meaningful inspection tours of the new construction at the College in which spot checking to code will be done. Special thanks to John Wandolowski for coordinating these efforts.

Bob, although I remain optimistic about our ability to resolve these matters through realistic certificates and actions by professional building experts, please know that the Village Board is unanimously determined not to allow the new construction or renovations to be occupied until Certificates of Occupancy are issued or some other compromise is worked out. Ken Florey will shortly be receiving correspondence from our attorneys regarding this legal action. As offered in the Policy Statement, the Village Board is prepared to grant Certificates of Occupancy, under a process whereby it waives its standard ordinance procedure which will include existence of adequate certificates on file and spot inspections having taken place so that the Village Board has confidence that occupancy of these buildings can be done with safety as assured by the College. You have indicated the College's cooperation with this mutually beneficial effort. Your letter and this one therefore set the tone for the officials of the College and the Village demonstrating a level of patience, cooperation and ingenuity so that all of these buildings can be occupied in a timely manner.

With regard to recent the letters, quotes, statements, etc. referenced above:

Assertion: The relationship between the College and the Village has been acrimonious for decades and is now "irretrievably broken."

Response: Quite simply, two College of DuPage Board of Trustees Resolutions thanking Glen Ellyn, preambles to every recent Village Board resolution concerning the College including the proposed 2011 IGA, and a remarkable Glen Ellyn Community Night hosted by the College in December 2009 would suggest otherwise.

In addition, I was a student, student employee and classified employee at the College starting in 1982. Beginning with the privilege of serving on the College of DuPage Board of Trustees, I volunteered for the College in various roles from 1983 to 2007. I am an alumnus and perhaps the only COD graduate to become a mayor and have volunteered for Glen Ellyn for many, many years. In all of those years, I never heard, from either entity, in any capacity, that the relationship between the College and the Village was anything but positive.

Assertion: That the College was "misrepresented" at the Village's June 6th Board Workshop and the Village made no effort to conduct a session with proper balance and decorum.

Response: College officials were invited to this meeting in person by Village Trustee Henninger and personally by me in writing. You were asked if College officials wished to participate and/or speak as

an official item on the agenda. You replied no. Employees of the College have been at the last three meetings held by the Village Board about this topic and were asked, along with all (please see attached protocol) if they would like to speak, and they did not. You sent me Ken Florey's safety presentation and asked that it be shared. It was, with all Village Elected Officials and Management, prior to the meeting. The assertion above is therefore incomprehensible. The invitation remains open.

Assertion: The College has all the "multi-jurisdictional powers" necessary needed to run independently.

Response question: Why then did the College take the Village to court twice, file a lawsuit against the Village, petition the ICCB to have language with respect to building to local codes withdrawn and vote to disconnect? The College is not part of the State Schools Act like local public elementary and high schools, although, as written in the Village's Policy Statement, the Village would support the College in an effort to be included in such law if the College so desired.

Assertion: That the Village is a moving target and thus negotiations cannot happen in good faith.

Response: The Village and the College approved an Intergovernmental Agreement in 2007. That agreement clearly outlined the Village's positions. When the College canceled that IGA, the Village willingly met with the College to discuss that which the College wanted to change. The Village did not seek change.

Assertion: That the Village added ordinance language to the proposed IGA at the last minute.

Response: Ken Florey, on behalf of the College, asked the Village in no uncertain terms to list all "need to have" criteria in the IGA during negotiations in February. The Village Board met in executive session on February 21st and the attached letter was hand delivered to and discussed with Ken by Ellen Emery and me on February 22nd. The number one item listed is the enforcement of Village life/health/safety codes. This was not an afterthought.

Given this assertion, it is kind of ironic that the last item actually added to the proposed 2011 IGA was indeed that from the College regarding time limits/expectations on the Village's review of plans. It was agreed to and added in good faith on April 19th. Unfortunately, like the rest of the proposed IGA, it is now null and void.

Assertion, with regard to that April 19th meeting: That the College and the Village had agreed 100% to all items and that there was a “final” handshake agreement between the parties.

Response: The meeting was a great positive in the relationship between the College and the Village and went extremely well. It showed what can be done when two great entities work together. The parties in the room agreed that once finished, the parties would go back to their respective Boards and support passage of the IGA. The parties also agreed that the College had gone above and beyond in addressing the nine concerns identified by the Village regarding present construction.

That being written, there was still language to be agreed upon, as evidenced by emails between the attorneys the day after the meeting and later. For the nine items, while it was agreed that everything “looked great” on April 19th, there was agreement that Staci Hulseberg would have the Village’s building and zoning official look at the College’s detailed responses for the nine items before the Village “signed off” on them. The parties indeed did shake hands at the end of the meeting - it truly was a favorable experience - but the above items remained open.

Assertion with regard to the Village’s Policy Statement regarding College of DuPage: “No comment” or “the Village leaders are trying to impose rules on the College which, as a multijurisdictional institution, should fall under the authority of the state.”

Response: The Village has not nor would not impose rules on the College that it does not have the obligation, by law, to uphold or enforce. Doing so would not be in anyone’s best interest. In fact, the Village agreed to “give up” many of those rules in two previous attempts at IGAs with the College that the College has rejected.

Your statement “We can use the Village’s Policy Statement as the jumping off point for our discussion” seems much more accurate to me.

Sadly, many more misperceptions have been brought to my attention, but in the interest of time and cooperation, I will stop here. To start progress toward a new beginning, it is important to obtain an accurate depiction of the past.

That being written, this letter will end with the optimism it began with. I look forward to progress toward the ultimate and exciting goal of the College occupying its new construction. The Village will keep the College informed as to what it needs for the Certificates of Compliance which are expected

to lead to the Certificates of Occupancies necessary to reach our collective goal.

Sincerely,

A handwritten signature in black ink, appearing to be 'Mark Pfefferman', written in a cursive style.

Mark Pfefferman

Board Meeting Introduction

Good evening. Welcome to the Glen Ellyn Village board meeting for Month, Day, Year. Thank you for being here or watching on television.

The village board is made of up elected volunteers who set the strategic direction and policy for the village. The taxpayers of the village employ about a hundred full time associates and a village attorney to run the day to day business of Glen Ellyn. These are our experts on operations and code.

Agendas may be found in your seats or online at glenellyn.org.

The goal of each vote is to reach a direction or decision to improve the situation before the board and therefore the Village of Glen Ellyn

The public's input is always valued. For logistical purposes, comments may be limited to a length of three minutes. This is largely self-enforced.

Village management prepares a lot of written material on many of the topics before us and the board comes to the meeting having read that material. [In addition, most of these topics have been discussed at a board workshop held prior to this meeting.] As a result, the board may not have any comments on a particular item. This is quite acceptable.

To proceed most efficiently, we will employ the following meeting Ground Rules:

- Glen Ellyn is special place. Leading communities deserve and require respectful interaction. Our meetings will be governed in this manner.
- All points of view are welcome and encouraged
- The focus of discussion should be on issues, processes and concerns and not on specific people or personalities.
- Meetings will be run efficiently with respect for time

- The Village embraces the six pillars of character and these meetings will strive to lead by their example

The six pillars of character are:

Trustworthiness

Respect

Responsibility

Fairness

Caring

Citizenship

(Terrific!)

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February 22, 2011

Mr. Kenneth M. Florey, Esq.
Robbins Schwartz Nicholas Lifton & Taylor, LTD.
55 West Monroe Street, Suite 800
Chicago, IL 60603

Re: College of DuPage/Village of Glen Ellyn IGA

Dear Ken,

The Glen Ellyn Village Board met last night to discuss your latest draft of the proposed Intergovernmental Agreement. As much as we look forward to an agreement made in the spirit of cooperation between the Village and the College, the Board was unanimous in requiring the following elements to be part of the agreement. They are:

1. The Village will not waive enforcement of any of its health and life safety ordinances which are applicable generally throughout the community. If something arises on the campus which endangers the safety of residents and/or students, the Village will not sit idly by and say it waived its ability to protect those people.
2. This agreement will have to apply to pending construction as well as new construction. The Village is certainly not going to throw a monkey wrench into nearly completed construction, but it is not going to blindly ignore any major problem, should one arise.
3. The Village is not willing to waive all claims, demands or causes of action against the College as stated in the last sentence of Paragraph 3. That could result in a serious dereliction of the Village's duties to its citizens and it is therefore unwilling to agree to such a requirement. Especially since we have agreed to binding arbitration.
4. The College needs to comply with the DuPage County Stormwater Ordinance, period. It applies to all residents of DuPage County, not just for proposed construction projects, and also for projects completed prior to January 1, 2011. There can be no cutoff of what it applies to, because no resident of DuPage County has that luxury. We have agreed that it is the County's advice which will control in any event.
5. The Standard of Review for arbitration should be by a preponderance of the evidence. Arbitrary and capricious is not a standard of review. If there is a disagreement over plans for new construction, for example, where the Village does not believe that the planned I-beams will support the planned load, then we would go to arbitration. The standard of review for the arbitrator, then, makes no sense of the arbitrator looks at whether your plan to use small I-beams is arbitrary and capricious,

ANCEL, GLINK, DIAMOND, BUSH, DICIANNI & KRAFTHEFER, P.C.

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but instead holds the Village to the standard of proving by the preponderance of the evidence that its position is appropriate. Your proposed I-beams in this example may not have been the result of a capricious action, but they may not be appropriate, and may be unsafe. If it is the Village's demand for arbitration, then we would have the burden of proof to prove to the arbitrator that the I-beams are inappropriate by a preponderance of the evidence.

As we are due back in front of Judge Webster on Thursday morning, I would like to be able to tell her that we are close to an agreement. However, if the College refuses to agree to the above-outlined simple requirements, then we will have to tell Judge Webster that it is time to terminate the referral of mediation and send the matter back to the trial judge.

I look forward to continuing to work with you to get this agreement wrapped up.

Sincerely,

Ellen K. Emery

cc: Mr. Mark Pfefferman
Mr. Stewart Diamond