

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 2007; and

Whereas, in anticipation of successful IGA negotiations the Village has not to date, enforced 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 to local residents who requested more information and additional time to study the agreement; and

Whereas, the College voted to unilaterally rescind 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; and

Whereas, the Village is committed to assuring that any buildings constructed or occupied within the Village are designed, engineered and constructed in a safe manner that complies with existing state, national and local building codes and ordinances; and

Whereas, no other governmental body, including the County, currently has jurisdiction to issue building permits or certificates of occupancy for the construction at the College's Glen Ellyn campus.

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

In regard to the present construction:

Even though the County may 'grandfather' existing construction into the County upon disconnection, the Village is obligated to assure construction standards have been met for any buildings which were not issued a permit or inspected by the Village and which are likely to be occupied and used while the buildings remain within the jurisdiction of the Village.

The Village will waive its permit and review fees and standard practices with respect to the present construction at the College (Berg Instructional Center, Student Services Center, Culinary and Hospitality Center, Homeland Security 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 independent 3rd party certified inspection reports the College has received for the present construction and will continue to receive, and confirmation that the College has addressed any concerns found by the mutually agreeable independent 3rd party certified 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 mutually agreeable independent certified 3rd 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 disconnects. 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 with the mutual understanding that the terms

and conditions of the Landscape Agreement could be terminated by either party, in writing, when the College property is disconnected from the Village.

- 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. Further, the Village would consider minor changes to the 2007 Intergovernmental Agreement to address any specific College concerns about that Agreement.
- The Village would encourage and be open to an annexation agreement with the College should the College chose to disconnect.

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 any properties currently within the Village corporate limits and with existing pre-annexation agreements or violate any existing contiguity for said properties.
- 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 disconnection 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 disconnects from the Village.

At the time of disconnection, the Village, if requested by the College, will provide water and sewer services at the same unincorporated rates as the Village's neighbors pay if an annexation agreement between the College and the Village exists; or at a rate to be determined, up to double the incorporated rate then in existence, if an annexation agreement does not exist.

In regard to fire and police service:

At the time of disconnection, similar to other unincorporated 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 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 disconnection, Village police and prosecutorial 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). 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. There is currently no category or open liquor license available for the requested purpose.

Either or both of these liquor licenses, if granted, will become null and void upon the College's disconnection from the Village.

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. The Village shall treat signs as new construction.

In regard to the future:

Should the College so choose, the Village would be open to consideration of joining with the College in lobbying the legislature in Springfield to have Community Colleges included in oversight and inspection regimen provided to other public school districts, including the State's School Code, 105 ILCS 5/1 *et seq.* which provides State Board of Education oversight to public school construction and clearly outlines a 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.

Considered and adopted unanimously by the Village Board on June 13, 2011