

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL WORKSHOP**  
**DECEMBER 11, 2007 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Agreement with Downtown Downers Grove, Inc. for Design and Construction of a Dumpster Enclosure	✓ Resolution Ordinance Motion Discussion Only	Dave Fieldman Deputy Village Manager

**SYNOPSIS**

A ordinance has been prepared to authorize the execution of an agreement between the Village of Downers Grove and Downtown Downers Grove, Inc. for the construction of a dumpster enclosure in the downtown area.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals for 2006-2011 identified *Vibrant Major Commercial Corridors* with an associated objective of *Attractive Village and Community*.

**FISCAL IMPACT**

Per the agreement, the Village would be reimbursing Downtown Downers Grove, Inc. up to \$37,500 from the Downtown TIF Redevelopment Fund for the design and construction of the dumpster enclosure. The FY08 Municipal Budget includes \$75,000 for the design and construction of two common dumpster enclosures.

**RECOMMENDATION**

Approval on the December 18, 2007 active agenda.

**BACKGROUND**

Staff has drafted an agreement with Downtown Downers Grove, Inc. for the design and construction of a dumpster enclosure in the Village right-of-way near the northwest corner of the parking deck. The project would result in a dumpster enclosure that would accommodate a single dumpster and trash compactor for several of the businesses located in the downtown area. This would be in contrast with the current situation, in which several individual dumpsters are present at the location and must be emptied individually. Downtown Downers Grove, Inc. would be responsible for managing the refuse collection from the participating businesses.

Additionally, by constructing a dumpster enclosure fitting with the architecture of the downtown, this project will enhance the appearance of the area as well as limit any potential health and safety issues which may occur as a result of having several exposed dumpsters present in the downtown. Per the agreement, the responsibilities of the parties involved in the agreement for the dumpster enclosure will be as follows:

- Downtown Downers Grove, Inc. shall be responsible for the design and construction of a dumpster pad and enclosure in the Village right-of-way near the northwest corner of the parking deck. The design and construction of the dumpster enclosure shall be subject to Village review, building permit issuance and inspection.
- Downtown Downers Grove, Inc. shall submit proof of paid invoices for the design and construction of the dumpster pad and enclosure to the Village. The Village of Downers Grove shall

reimburse the Downtown Downers Grove, Inc. for the costs of the design and construction of the enclosure in an amount not to exceed \$37,500.

- The Downtown Downers Grove, Inc. shall be solely responsible for the management and operation of the refuse collection services conducted in association with the common dumpster enclosure. Thus, the Downtown Downers Grove, Inc. shall be responsible for deciding which businesses are authorized to use the dumpster enclosure.
- In the event that the Village enters into an agreement with a waste hauler for refuse collection in the downtown area, the refuse collection from the dumpster enclosure shall comply with the terms and conditions of the Village's agreement with the waste hauler.

**ATTACHMENTS**

Ordinance

Agreement

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A REDEVELOPMENT AND LICENSE AGREEMENT  
BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND DOWNTOWN DOWNERS GROVE, INC.**

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act.

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, the Village has, after giving all notices required by law and after conducting all public hearings required by law, adopted the following ordinances:

1. Ordinance No. 3997, adopted December 22, 1997, titled "An Ordinance Approving the Village of Downers Grove Tax Increment Downtown Redevelopment Plan and Project" (the "Redevelopment Plan"), as amended by Ordinance No. 4455 on November 5, 2002;
2. Ordinance No. 3998 adopted December 22, 1997, titled "An Ordinance Designating the Village of Downers Grove Tax Increment Downtown Redevelopment Project Area" ("Downtown Redevelopment Project Area"), as amended by Ordinance No. 4456 on November 5, 2002;
3. Ordinance No. 3999, adopted December 22, 1997, titled "An Ordinance Adopting Tax Increment Financing for the Village of Downers Grove".

WHEREAS, the Redevelopment Project Area includes a real property located at 945 Curtiss Street in Downers Grove, Illinois, and legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

WHEREAS, it is the Village's desire to enter into a redevelopment agreement and license agreement with Downtown Downers Grove, Inc. (the "Corporation") for the installation and use of a refuse enclosure on Village Property attached hereto and incorporated herein by reference; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, DuPage County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the Council.

Section 2.     Approval of Redevelopment and License Agreement. The Redevelopment and License Agreement shall be, and it is hereby, approved in substantially the form attached to this Ordinance and in final form satisfactory to the Village Manager. The Mayor and Village Clerk are hereby authorized and directed to execute and deliver the Redevelopment and License Agreement and any other necessary and appropriate related documents after such documents have been properly executed.

Section 3.     Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

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Mayor

ATTEST:

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Village Clerk

1\ord.07\RD&LA—DT-Refuse

**REDEVELOPMENT AND LICENSE AGREEMENT FOR THE  
INSTALLATION AND USE OF A REFUSE ENCLOSURE ON VILLAGE PROPERTY**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Village of Downers Grove (the "Village") and Downtown Downers Grove, Inc. (the "Corporation"),

WITNESSETH:

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act.

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WHEREAS, the Redevelopment Project Area includes a real property located at 945 Curtiss Street in Downers Grove, Illinois, and legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

WHEREAS, the Village is the sole owner of the Property.

WHEREAS, the Corporation desires to install and maintain a refuse pad and enclosure ("Structure") on the Property as indicated on the attached Concept Plan and Elevations, attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, the Village has determined that such Structure will not adversely impact the use of the Property or impair the public health, safety and welfare,

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. The provisions of the preamble are hereby incorporated into and made a part of this Agreement.
2. The Village hereby grants unto the Corporation an exclusive and revocable license for the benefit of the Property to use, in the manner hereinafter specified.
3. The license herein granted shall be limited to the use by the Corporation of the Property for the purpose of installing the Structure.
4. The Corporation shall be solely responsible for the design and construction of the Structure. The design and construction of the Structure shall be subject to Village review, building permit issuance, and inspection.
5. Upon completion of the project the Corporation shall submit to the Village proof of paid invoices for the design and construction of the Structure. The Village shall reimburse the Corporation for such costs that qualify as TIF eligible expenses from the Downtown TIF

Fund in an amount not to exceed THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500).

6. The Corporation shall be solely responsible for the management and operation of the refuse collection services conducted in conjunction with the Structure. However, in the event the Village enters into an agreement with a waste hauler for refuse collection in the downtown area, the refuse collection services conducted in conjunction with the Structure shall comply with the terms and conditions of the Village's agreement with the waste hauler.
7. The Corporation assumes all liability and shall indemnify, defend and hold harmless the Village, its officers and employees, for any injury or damage to persons or property, occasioned by or arising in connection with the use or occupancy of the Property by the Corporation, or the existence or condition of the Structure on the Property. The Corporation further agrees to indemnify, defend and hold harmless the Village and its officers and employees against (i) any actions which may be brought against the Village, its officers or employees, arising out of this license, the installation and use of the Structure, or any act or omission of the Corporation, its agents or assigns, or any independent contractor on the Corporation's behalf, and (ii) any claim or expenses incurred by the Village, its officers or employees, in enforcing the terms and provisions of this license against the Corporation.
8. The Corporation shall obtain all required permits for the construction and installation of the Structure, and shall comply with all ordinances of the Village with respect to the installation, maintenance, repair and use of the Structure. The Village shall waive all building permit fees, review fees and inspection fees.
9. The Corporation shall maintain the Structure in good repair and shall maintain the Property in a clean and sightly manner, free of obstructions and debris. Upon demand from the

Village, Corporation shall immediately correct any defects or remove any debris from the Property which, in the sole determination of the Village, presents an unsightly or unsafe condition. Provided, however, nothing contained herein shall impose upon the Village any duty or obligation to maintain the Structure or effect any repairs thereto.

10. The Village shall have the right to enter upon the Property and to remove or otherwise render safe the Structure when, in the sole determination of the Village, such action is necessary to protect the public health, welfare or safety. The Corporation shall remain responsible for all expenses incurred by the Village in effecting said repairs or removing said debris from the Property as provided herein.
11. The Corporation assumes all risk in the placement of the Structure and shall be responsible for removal or relocation of the Structure in the event that any utility, including the Village, requires to work within the Property on public facilities located therein.
12. The Corporation shall obtain and keep in full force and effect throughout the term of this Agreement a general liability insurance policy which insurance limits shall not be less than \$1,000,000/person and \$1,000,000/occurrence. Such insurance policy shall name the Village, its officers and employees, as additional insureds. Proof of such insurance shall be submitted to the Risk Manager of the Village prior to installation of the Structure. The Corporation shall not modify or cancel the insurance coverage without providing the Village with thirty (30) days written notice of the cancellation or modification.
13. This Agreement may be terminated by either party on thirty (30) days written notice. In the event of such termination, the Corporation shall cause the removal of the Structure and shall return the Property to substantially the same condition as when this Agreement was executed. In the event the Corporation fails to effect such removal within thirty (30) days of Notice of Termination, the Village shall have the right to enter upon the Property

and remove the Structure. All costs of said removal as provided herein shall be borne by the Corporation and shall be paid to the Village upon demand.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and date hereinabove written.

VILLAGE OF DOWNERS GROVE

DOWNTOWN DOWNERS GROVE, INC.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Village Clerk

EXHIBIT A

PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11  
EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

PIN 09-08-306-048



