

RESOLUTION
R 95-13

**A RESOLUTION AUTHORIZING THE SIGNATURE OF THE VILLAGE
PRESIDENT ON AN AGREEMENT TO REIMBURSE COSTS**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement to Reimburse Costs from Spectrum Acquisition Lombard, LLC for the purpose of reimbursing the Village for costs associated with the establishment of a Special Service Area for the property located at 300 W. 22nd Street, Lombard, IL, attached hereto and marked as Exhibit A; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve this Agreement to Reimburse Costs.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement.


Adopted this 21st day of March, 2013.

Ayes: Trustee Gron, Giagnorio, Wilson, Breen, Fitzpatrick, and Ware

Nays: None

Absent: None

Approved this 21st day of March, 2013.



William Ware
Acting Village President

ATTEST:



Brigitte O'Brien
Village Clerk

AGREEMENT TO REIMBURSE COSTS

Date: 9/19/12

Requestor: ~~SPECTRUM DEVELOPMENT~~ ACQUISITION LOMBARD, LLC

Affected Property: 300 West 22nd Street
Lombard, Illinois 60148
P.I.N.: 06-19-400-026

Prepayment: \$5,000.00

Maximum: \$10,000.00

Recitals

WHEREAS, Requestor has requested the Village of Lombard, Illinois (the "Village") to establish a special service area to provide for the cost of the additional paramedic and ambulance services (the "Services") that will be required to be provided by the Village relative to the Requestor's development and operation of an assisted living facility (the "Facility") on the Affected Property; and

WHEREAS, it is in the best interests of the Village and its citizens that the Village be reimbursed for the cost of the Services; and

WHEREAS, in order to set up the requested special service area, particularized legal expertise is required; and

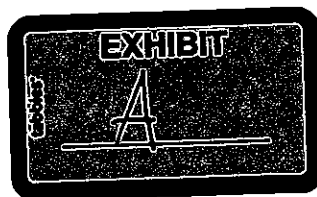
WHEREAS, recognizing the unavailability of Village staff to provide the requested assistance, Requestor has offered to reimburse the Village for its costs incurred in providing the requested assistance;

NOW, THEREFORE, IT IS AGREED BETWEEN THE REQUESTOR AND THE VILLAGE AS FOLLOWS:

1. **Requested Assistance.** Requestor asks the Village to establish a special service area, to pay for the cost of the Services, covering the Affected Property.

2. **Village to Provide Requested Assistance.** The Village agrees to establish a special service area, to pay for the cost of the Services, with levy amounts and the number of levy years to be as agreed to by the Requestor and the Village.

3. **Requestor Promise to Reimburse.** Requestor agrees to reimburse the Village for all of the costs of legal consultants retained by the Village, and costs incurred by the Village, in connection with the Village's establishment of the special service area. While the Village agrees to exercise reasonable control over its incurrence of costs, it does not commit that its costs will be less than a particular sum; provided, however, it is understood Requestor does not agree to pay an amount greater than the Maximum stated above, except upon Requestor's express written supplemental direction to the Village. Reimbursement of legal consultant costs and other costs incurred by the Village relative to the special service area shall be made to the Village not later than thirty (30) days following the Requestor's receipt of a copy of the



consultant's statement and/or proof of the other costs incurred by the Village relative to the special service area.

4. **Prepayment of Costs.** This Agreement shall be null and void unless Requestor, within three (3) days after the date of this Agreement, pays to the Village the Prepayment stated above. This is to guarantee reimbursement to the Village, but does not replace the obligations of Section 3. above.

5. **Termination.** This Agreement to Reimburse Costs shall terminate upon the establishment of the special service area, and the filing of the tax levy ordinance relative thereto with the DuPage County Clerk. Otherwise, this Agreement may be terminated by either party upon three (3) days written notice to the other. All costs incurred by the Village prior to its sending or receipt of such notice are reimbursable hereunder.

On the date shown above, the Requestor and the Village, through their authorized representatives, have entered into this Agreement.

Requestor:

ACQUISITION LOMBARD, LLC
SPECTRUM DEVELOPMENT

VILLAGE OF LOMBARD

By: 

By: 

Name: Jeffrey D. Kraus

Name: William Ware

Title: Manager

Title: Acting Village President