## RESOLUTION R 28-17

## A RESOLUTION AUTHORIZING SIGNATURE OF PRESIDENT AND CLERK ON AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF LOMBARD AND GLEN ELLYN

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement, as attached hereto and marked Exhibit "A"; and

**WHEREAS**, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE 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 as attached hereto.

 $\underline{\textbf{SECTION 2:}} \quad \text{That the Village Clerk be and hereby is authorized to attest said agreement} \\$ 

Adopted this 20th day of April, 2017.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware

Nays: None

Absent: None

Approved this 20<sup>th</sup> day of April, 2017.

Keith T. Giagnorio Village President

ATTEST:

Sharon Kuderna Village Clerk

#### **EXHIBIT "A"**

# AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF LOMBARD AND GLEN ELLYN, IN REGARD TO THE GLENBARD WASTEWATER AUTHORITY BEMIS ROAD FACILITY, AND THE ANNEXATION OF A PORTION THEREOF BY THE VILLAGE OF GLEN ELLYN

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 20th day of \_\_\_\_\_\_\_, 2017 (hereinafter referred to as the "Effective Date") by and between the VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter referred to as "LOMBARD") and the VILLAGE OF GLEN ELLYN, an Illinois municipal corporation (hereinafter referred to as "GLEN ELLYN"). LOMBARD and GLEN ELLYN are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

## WITNESSETH

WHEREAS, the Glenbard Wastewater Authority Bemis Road Facility (hereinafter referred to as the "BEMIS ROAD FACILITY") is a public wastewater treatment facility jointly owned and operated by the Parties, pursuant to an intergovernmental agreement between the Parties; and

WHEREAS, the portion of the BEMIS ROAD FACILITY, as legally described in EXHIBIT A attached hereto and made part hereof (hereinafter referred to as the "SUBJECT PROPERTY"), is currently located within the corporate limits of LOMBARD; and

WHEREAS, GLEN ELLYN is the legal owner of record of the SUBJECT PROPERTY; and

WHEREAS, the SUBJECT PROPERTY is located West of the West line of an established ultimate municipal boundary line between the Parties, as recorded on November 5, 2015, with DuPage County Recorder's Office as document number R2015-122243 (hereinafter referred to as the "BOUNDARY LINE AGREEMENT"), which means that, pursuant to the BOUNDARY LINE AGREEMENT, the SUBJECT PROPERTY is ultimately intended to be located within GLEN ELLYN'S corporate limits; and

WHEREAS, the SUBJECT PROPERTY is contiguous to the corporate limits of GLEN ELLYN; and

WHEREAS, GLEN ELLYN and LOMBARD have determined that it is in their respective best interests to disconnect the SUBJECT PROPERTY from LOMBARD and annex the SUBJECT PROPERTY into GLEN ELLYN; and

WHEREAS, LOMBARD has issued building permits for construction work relative to that portion of the BEMIS ROAD FACILITY located on the SUBJECT PROPERTY (hereinafter referred to as the "WORK"); and

WHEREAS, as the WORK is not complete, the Parties desire to provide for the orderly completion of the WORK, notwithstanding the disconnection of the SUBJECT PROPERTY from LOMBARD and the annexation of the SUBJECT PROPERTY to GLEN ELLYN; and

**WHEREAS**, the Parties are in agreement with the terms and conditions pertaining to the completion of the WORK, as more fully set forth below; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide the authority for this Agreement; and

WHEREAS, it is in the best interests of the Parties to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

- <u>INCORPORATION OF PREAMBLES.</u> The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
- 2. <u>LOMBARD OBLIGATIONS.</u> Subject to all required actions under this Agreement occurring in the order as set forth in Section 4 below, LOMBARD agrees to take the following actions:
  - A. Approve an ordinance consenting to the disconnection of the SUBJECT

- PROPERTY, and any dedicated right-of-way adjacent thereto, from LOMBARD, pursuant to 65 ILCS 5/7-1-24 (hereinafter referred to as the "DISCONNECTION ORDINANCE");
- B. Provide GLEN ELLYN with photocopies of all open permits issued by LOMBARD relative to the WORK (hereinafter referred to as the "WORK DOCUMENTATION");
- C. Continue to perform inspections relative to the WORK, based upon the building permits for the WORK, and, if appropriate, approve said WORK based upon the terms and conditions of the previously issued building permits by LOMBARD (hereinafter referred to as the "INSPECTIONS AND APPROVALS"); and
- D. Upon final approval of the WORK by LOMBARD, provide written notice to GLEN ELLYN that the WORK has been completed in accordance with all applicable LOMBARD codes, ordinances and regulations (hereinafter the "WORK COMPLETION NOTICE").
- 3. <u>GLEN ELLYN OBLIGATIONS.</u> Subject to all required actions under this Agreement occurring in the order as set forth in Section 4 below, GLEN ELLYN agrees to take the following actions:
  - A. File a Petition for Disconnection with LOMBARD, in substantially the form attached hereto as <u>EXHIBIT B</u> and made part hereof; requesting that the SUBJECT PROPERTY, and any dedicated right-of-way adjacent thereto, be disconnected from LOMBARD pursuant to 65 ILCS 5/7-1-24 (hereinafter referred to as the "DISCONNECTION PETITION");
  - B. Prepare a plat of annexation for the SUBJECT PROPERTY, and any dedicated right-of-way adjacent thereto, (hereinafter referred to as the "ANNEXATION I PLAT");
  - C. Prepare a plat of annexation for the additional property owned by GLEN ELLYN (hereinafter referred to as the "ANNEXATION II PLAT"), as legally described and depicted on <u>EXHIBIT C</u> attached hereto and made part hereof (hereinafter referred to as the "ADDITIONAL PROPERTY"), and any dedicated right-of-way adjacent thereto, which is adjacent to and contiguous with the SUBJECT PROPERTY;
  - D. Adopt an Ordinance annexing the SUBJECT PROPERTY, and any dedicated right-of-way adjacent thereto, pursuant to 65 ILCS 5/7-1-24 (hereinafter referred to as the "ANNEXATION I ORDINANCE");
  - E. Adopt an Ordinance annexing the ADDITIONAL PROPERTY pursuant to 65 ILCS 5/7-1-8 (hereinafter referred to as the "ANNEXATION II ORDINANCE"); and

3

374669\_3

- F. Allow the WORK to be completed in accordance with the LOMBARD approved plans and building permits, and to be subject to the inspection and approval of LOMBARD.
- 4. <u>TIME SCHEDULE.</u> The various actions to be taken by the Parties hereunder shall occur in the following order:
  - A. GLEN ELLYN shall file the DISCONNECTION PETITION with LOMBARD, pursuant to 65 ILCS 5/7-1-24.
  - B. LOMBARD shall approve the DISCONNECTION ORDINANCE, pursuant to 65 ILCS 5/7-1-24.
  - C. GLEN ELLYN shall prepare the ANNEXATION I PLAT and the ANNEXATION II PLAT.
  - D. GLEN ELLYN shall approve the ANNEXATION I ORDINANCE pursuant to 65 ILCS 5/7-1-24.
  - E. GLEN ELLYN shall approve the ANNEXATION II ORDINANCE, pursuant to 65 ILCS 5/7-1-8.
  - F. LOMBARD will provide the WORK DOCUMENTATION to GLEN ELLYN.
  - G. LOMBARD will continue to inspect the WORK.
  - H. LOMBARD will issue the WORK COMPLETION NOTICE to GLEN ELLYN when the WORK is complete.

Except as extended as a result of Section 5.E. below, the actions set forth above, except those set forth in subsections G and H above, shall be completed within three (3) months of the date of this Agreement. The Parties shall proceed in an expeditious manner, relative to the actions set forth above, so that said three (3) months deadline can be met.

## 5. <u>GENERAL CONDITIONS/REQUIREMENTS.</u>

- A. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.
- B. Any costs associated with any attorney preparation and/or review of this Agreement, as authorized by a Party, shall be paid for by the Party so authorizing same.
- C. GLEN ELLYN shall reimburse LOMBARD for fifty percent (50%) of the costs borne by LOMBARD in regard to the preparation of the legal descriptions set forth

in EXHIBIT A and EXHIBIT C to this Agreement.

D. The failure of either Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

E. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.

6. NOTICES. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

## A. If to LOMBARD:

B. If to GLEN ELLYN:

Village Manager

Village of Glen Ellyn

Village Manager Village of Lombard 255 East Wilson Avenue Lombard, Illinois 60148

535 Duane St. Glen Ellyn, Illinois 60137

or to such other address, or additional individuals/entities, as either Party may from time to time designate in a written notice to the other Party.

7. <u>COUNTERPARTS.</u> This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

8. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto

relating to the subject matter of this Agreement which are not fully expressed herein.

9. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below, which date shall be inserted on page one of this Agreement as the Effective Date.

IN WITNESS WHEREOF: LOMBARD, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and GLEN ELLYN, pursuant to the authority granted by the adoption of a Resolution by its Board of Trustees, has caused this instrument to be signed by its President and attested by its Clerk.

VILLAGE OF LOMBARD	VILLAGE OF GLEN ELLYN
By: Keith T. Giagnorio Village President	By: Alexander W. Demos Village President
Dated:	Dated: 4/10/17
ATTEST:	ATTEST:
Sharon Kuderna, Village Clerk	Catherine Galvin, Village Clerk
Dated:	Dated: Opul 10.2017

STATE OF ILLINOIS	)
	) SS
COUNTY OF DuPAGE	)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Alexander W. Demos and Catherine Galvin, personally known to me to be the President and Clerk of the Village of Glen Ellyn, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Clerk, respectively, appeared before me this day in person and severally acknowledged that as such President and Clerk they signed and delivered the signed instrument, pursuant to authority given by said Village of Glen Ellyn, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Glen Ellyn, for the uses and purposes therein set forth, and that said Clerk, as custodian of the corporate seal of said Village of Glen Ellyn, caused said seal to be affixed to said instrument as said Clerk's own free and voluntary act and as the free and voluntary act of said Village of Glen Ellyn, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_/O day of \_

Notary Public

My Commission Expires:

OFFICIAL SEAL

J M CHERNESKY

NOTARY PUBLIC. STATE OF ILLINOIS

My Commission Expires 01/27/2018

relating to the subject matter of this Agreement which are not fully expressed herein.

9. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below, which date shall be inserted on page one of this Agreement as the Effective Date.

IN WITNESS WHEREOF: LOMBARD, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and GLEN ELLYN, pursuant to the authority granted by the adoption of a Resolution by its Board of Trustees, has caused this instrument to be signed by its President and attested by its Clerk.

VILLAGE OF LOMBARD	VILLAGE OF GLEN ELLYN
By:  Keith T. Giagnorio  Village President	By:Alexander W. Demos Village President
Dated: 9011	Dated:
ATTEST:	ATTEST:
Sharon Kuderna, Village Clerk	Catherine Galvin, Village Clerk
Dated: April 20, 2017	Dated:

STATE OF ILLINOIS	)
	) SS
COUNTY OF DuPAGE	)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith T. Giagnorio and Sharon Kuderna, personally known to me to be the Village President and Village Clerk the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 20 th day of april, 2017.

My Commission Expires: 3-6-18

OFFICIAL SEAL KAREN I ELLIS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/06/18

## **EXHIBIT A**

## Legal Description and Depiction of the SUBJECT PROPERTY

(Depiction to be attached)

LEGAL DESCRIPTION FOR P.I.N. 05-24-302-017 (PT.)
THE SOUTH 600.0 FEET (AS MEASURED AT RIGHT ANGLES THERETO) LYING EAST OF THE EAST LINE OF LOT 22 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS SUBDIVISION TOGETHER WITH THAT PART OF THE SOUTHWEST 1/4 LYING SOUTH OF LOTS 20, 21 AND 22 IN SAID FRED'K H. BARTLETT'S SUNNYSIDE FARMS SUBDIVISION AND ALSO THE 30.0 FOOT STRIP OF LAND LYING SOUTH OF LOTS 10 THROUGH 25 IN GLEN CREST SUBDIVISION, ALL IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

## **ALSO**

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WESTERLY OF THE CENTER OF THE THREAD OF THE STREAM OF THE EAST BRANCH OF THE DUPAGE RIVER AND SOUTH OF THE SOUTH LINE OF LOT 56 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS FIRST ADDITION RECORDED AS DOCUMENT NUMBER 431194, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR P.I.N. NUMBERS 05-24-301-007, 008 & 009 LOTS 20, 21 AND 22 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR P.I.N. NUMBER 05-24-302-019 LOT 67 (EXCEPT THE NORTH 62 FEET OF THE WEST 133 FEET THEREOF) AND LOTS 20, 21 AND 22 IN F. H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



## **EXHIBIT B**

# Form of the PETITION FOR DISCONNECTION

(attached)

## PETITION FOR DISCONNECTION OF CERTAIN REAL PROPERTY FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-1-24

This Petition for Disconnection, dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017, is made by the Village of Glen Ellyn, an Illinois municipal corporation (hereinafter referred to as "OWNER"), to the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE").

## WITNESSETH:

**WHEREAS**, the OWNER is the owner of certain real property, which is legally described on <u>EXHIBIT "1"</u> attached hereto and made part hereof (hereinafter referred to as the "PROPERTY"); and

WHEREAS, there are no electors residing upon the PROPERTY; and

WHEREAS, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is also contiguous to the corporate limits of the OWNER; and

**WHEREAS**, the OWNER desires to disconnect the PROPERTY, and any dedicated right-of-way adjacent thereto, from the VILLAGE, and annex the PROPERTY, and any dedicated right-of-way adjacent thereto, to OWNER, in accordance with the provisions of 65 ILCS 5/7-1-24;

**NOW, THEREFORE**, the OWNER hereby specifically petitions and requests that the VILLAGE take all necessary and appropriate actions as required to disconnect the PROPERTY, and any dedicated right-of-way adjacent thereto, from the VILLAGE, including the adoption of an Ordinance consenting to and providing for said disconnection, pursuant to 65 ILCS 5/7-1-24.

OWNER: Village of Glen Ellyn, an Illinois municipal corporation	Attest:
By:Alexander W. Demos, Village President	
Alexander W. Demos, Village President	Catherine Galvin, Village Clerk
Date:	Date:
State of Illinois ) ) SS County of DuPage )	
ACKNOWLE	DGMENT
I, the undersigned, a Notary Public in and HEREBY CERTIFY that Alexander W. Demos President of the Village of Glen Ellyn, and Cabe the Village Clerk of said municipal corporate same persons whose names are subscribe before me this day in person and several President and Village Clerk, they signed and the corporate seal of said municipal corporate authority given by the Corporate Authorities of and voluntary act, and as the free and vocorporation, for the uses and purposes therein GIVEN under my hand and official seal, this	s, personally known to me to be the Village atherine Galvin, personally known to me to to tion, and personally known to me to be the d to the foregoing instrument, appeared ally acknowledged that, as such Village delivered the said instrument and caused ration to be affixed thereto, pursuant to of said municipal corporation, as their free pluntary act and deed of said municipal in set forth.
	Notary Public
RECEIVED by me on behalf of the VILL, 2017.	AGE OF LOMBARD this day of
	By:
	Name:
	Title:

## **EXHIBIT "1"**

# Legal Description of the PROPERTY

LEGAL DESCRIPTION FOR P.I.N. Pt. 05-24-302-017

THE SOUTH 600.0 FEET (AS MEASURED AT RIGHT ANGLES THERETO) LYING EAST OF THE EAST LINE OF LOT 22 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS SUBDIVISION TOGETHER WITH THAT PART OF THE SOUTHWEST 1/4 LYING SOUTH OF LOTS 20, 21 AND 22 IN SAID FRED'K H. BARTLETT'S SUNNYSIDE FARMS SUBDIVISION, ALL IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

#### **ALSO**

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WESTERLY OF THE CENTER OF THE THREAD OF THE STREAM OF THE EAST BRANCH OF THE DUPAGE RIVER AND SOUTH OF THE SOUTH LINE OF LOT 56 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS FIRST ADDITION RECORDED AS DOCUMENT NUMBER 431194, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR P.I.N.S 05-24-301-007, 008 & 009
LOTS 20, 21 AND 22 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS
SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 24,
TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 430032, IN
DUPAGE COUNTY, ILLINOIS.

## LEGAL DESCRIPTION FOR P.I.N. 05-24-302-019

LOT 67 (EXCEPT THE NORTH 62 FEET OF THE WEST 133 FEET THEREOF) AND LOTS 20, 21 AND 22 IN F. H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

## **EXHIBIT C**

# Legal Description and Depiction of the ADDITIONAL PROPERTY

LEGAL DESCRIPTION FOR P.I.N. Pt. 05-24-302-017 THE 30.0 FOOT STRIP OF LAND LYING SOUTH OF LOTS 10 THROUGH 25 IN GLEN CREST SUBDIVISION, ALL IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

