

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda


 X Resolution or Ordinance (Blue) X *Waiver of First Requested*
_____ Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: April 11, 2017 (B of T) Date: April 20, 2017

TITLE: Second Amendment to the Boundary Line Agreement Between the Villages of Lombard and Glen Ellyn

SUBMITTED BY: Department of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration an Ordinance authorizing the execution of a Second Amendment to a Boundary Line Agreement between the Village of Lombard and the Village of Glen Ellyn. The Boundary Line Amendment sets forth provisions for the Village of Glen Ellyn to annex the properties at 21W135 and 21W137 Roosevelt Road, 751 Roosevelt Road and 1209 S. Lawler Avenue, and sets forth for future sales tax sharing provisions between the municipalities.

To accommodate Glen Ellyn's final consideration of the project, staff also requests a waiver of first reading of the Ordinance.

Fiscal Impact/Funding Source:

Review (as necessary):
Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development *WJH*

MEETING DATE: April 20, 2017

SUBJECT: **SECOND AMENDMENT TO THE BOUNDARY LINE AGREEMENT BETWEEN THE VILLAGES OF LOMBARD AND GLEN ELLYN**

In January, 2012 the Lombard Village Board approved a boundary line agreement between the Villages of Lombard and Glen Ellyn, with a First Amendment executed in 2015. The agreement established a specific geographic delineation line by and between the municipalities for unincorporated lands and selected incorporated parcels and serves as a tool for future infrastructure and development planning activities. It also set forth provisions for selected municipal disconnections and utility connections for private properties.

In late 2016, staff was informed by a prospective developer that they are seeking to develop the southeast corner of Lawler Avenue and Roosevelt Road with a new fuel station, car wash and convenience store (referenced as the Bucky's property or project). As the property is not contiguous to the existing Lombard corporate limits, Lombard cannot legally annex the property (a State Statute requirement). Furthermore, as we do not have utilities to serve the site in an economical fashion, their only other options would be to develop the property on well and septic (not a viable option for this use) or connect to Glen Ellyn utilities. Any such connection agreement with Glen Ellyn would require Lombard's written approval.

Staff discussed the project with Glen Ellyn staff and through this effort, the attached draft Second Amendment to a Boundary Agreement was established for consideration by the municipal Boards. Before the agreement was fully vetted, staff brought the matter before the Economic and Community Development Committee (ECDC) for consideration as there are fiscal impacts associated with the pending action. The ECDC unanimously supported the amendment concept as it will create the possibility of Lombard receiving sales tax reimbursements through and from Glen Ellyn should the development be approved. A copy of the staff report shared with the ECDC is offered for reference purposes.

It is anticipated that the project could generate approximately \$450,000 in annual sales taxes between the fuel sales and the store sales, based upon developer representations.

Any sales tax [Retailers' Occupation Tax, Service Occupation Tax, Home Rule Retailers Occupation Tax and/or Home Rule Service Occupation Tax received by Glen Ellyn, from the redevelopment property would be initially shared with Lombard, with Lombard receiving forty-five percent (45%) of said sales tax revenues and Glen Ellyn receiving fifty-five percent (55%) of said sales tax revenues. Further provisions are noted within the draft Ordinance. No development incentive will be offered by Lombard as part of this project.

This amendment does not change the corporate limits at this time. Instead the amendment would allow Glen Ellyn to take further actions to annex the property should both communities approve the amendment. For reference, the Village of Glen Ellyn approved the amendment at its April 10, 2017 Village Board meeting.

ACTION REQUESTED

Please place this item on the April 20, 2017 Village Board agenda for consideration and approval. Staff recommends approval of the Second Amendment to the Boundary Agreement.

To accommodate Glen Ellyn's final consideration of the project, staff also requests a waiver of first reading of the Ordinance.

MEMORANDUM

TO: Trustee Bill Johnston, Chairperson
Economic and Community Development Committee Members

FROM: William J. Heniff, AICP, Director of Community Development ~~WA~~

MEETING DATE: December 12, 2016

SUBJECT: **Boundary Line Agreement Amendment Between the Villages of Lombard and Glen Ellyn – Economic Impact Analysis**

Attached for ECDC discussion and a recommendation is a draft boundary line agreement amendment proposal between the Villages of Lombard and Glen Ellyn. While such agreements are under the exclusive auspices of the Village Board, staff is being the matter before the ECDC to consider the economic impacts associated with the proposed amendment. The matter is the result of a pending development request for a fuel center, convenience center and car wash proposed for the southeast corner of Roosevelt Road and Lawler Avenue. Staff is seeking input from the committee prior to final consideration by the Village Board.

BACKGROUND

Boundary agreements are deemed to be effective planning tools in determining future utility service and public service demands for properties that currently unincorporated but may be incorporated at some point in the future. State Statutes also provide municipalities some level of planning oversight or review of these extra-territorial areas.

Lombard has previously executed boundary agreements with each of the neighboring municipalities. The Lombard/Glen Ellyn boundary agreement also establishes a specific geographic delineation line by and between the municipalities for unincorporated lands and is intended to serve as a tool for future infrastructure and development planning activities. It also sets forth terms and provisions for selected municipal disconnections and utility connections for private properties.

Lombard executed its latest boundary agreement with Glen Ellyn in 2012, which largely mirrored an earlier agreement for the properties along Roosevelt Road. One aspect of the agreement was a narrative regarding the unincorporated area located south of Roosevelt Road, east of Interstate 355 and west of International Village Apartments – commonly referenced as the Glenbard Acres neighborhood area. The boundary agreement identified Roosevelt Road as the eventual dividing line between the two communities. The properties on the north side of Roosevelt Road are already annexed into Glen Ellyn,

while the Glenbard Acres area on the south side of Roosevelt Road remains unincorporated.

Lombard does not have any water or sewer lines west of International Village. Selected commercial properties along the south side of Roosevelt Road are connected to public water and sanitary sewer utilities that are located on the north side of the street and controlled by Glen Ellyn. These connections were made decades ago, prior to any formal boundary agreements being established between the jurisdictions.

The boundary agreement identified the Glenbard Acres as a “Joint Jurisdiction Territory” and provided for a sharing of any Retailers Occupation Taxes collected by the Village for the commercial properties along Roosevelt Road, if the properties were annexed into Lombard. However, as unincorporated properties, these properties would not provide any sales tax revenue for either jurisdiction, and the taxes would be given to DuPage County.

DEVELOPMENT PROPOSAL

Staff was informed by a prospective developer that they are seeking to develop the southeast corner of Lawler Avenue and Roosevelt Road with a new fuel station, car wash and convenience store (referenced as the Bucky’s property or project). As the property is not contiguous to the existing Lombard corporate limits, Lombard cannot legally annex the property (a State Statute requirement). Furthermore, as we do not have utilities to serve the site, their only other options would be to develop the property on well and septic (not a viable option for this use) or connect to Glen Ellyn utilities. However, the agreement notes that any such connection agreement with Glen Ellyn requires Lombard’s written approval.

In discussing the option with the developer and Glen Ellyn staff, one option that is being advanced for consideration by both communities is to allow for the Bucky’s property to be annexed to Glen Ellyn. To facilitate this option a draft Second Amendment is being offered (a 2015 amendment pertaining to the Glenbard Wastewater Treatment plant on Bemis Road was the “First Amendment”).

While the language in the Second Amendment is still being finalized between the parties, the concept of undertaking the Second Amendment does have benefits. Key elements within the Second Amendment that pertain to the economic impacts of the development are as follows:

1. Without public water and sewer utilities the project cannot occur.
2. Lombard does not have the ability to provide public water and sewer to the site as it is not within our Capital Improvements Program and the cost of such an extension cannot be undertaken by the developer in a manner that would make the project worthwhile economically.

3. Providing for the amendment will allow development to occur in 2017. But for the ability to connect to public utilities in short order, the project will not be able to move forward.
4. Should the project occur, it is anticipated that it could generate approximately \$450,000 in annual sales taxes between the fuel sales and the store sales, based upon developer representations. Attached are three development options that depict the anticipated costs under three development scenarios, which justify the intent of the review. Under the first Scenario, no revenues would be derived by the project until it is annexed into the Village (we modeled 5-years, but that should not be considered an absolute date). Under Scenario 2, the anticipated base retailer's sales tax generated by the project going back to the local government(s) would then need to be divided evenly between Lombard and Glen Ellyn. With annexation, Glen Ellyn would also receive property tax revenues plus any other business license and other permit revenues.
5. Lombard and Glen Ellyn are also discussing the possibility of incorporating a sharing component of Glen Ellyn's Home Rule Sales tax provisions (Scenario 3). If Lombard annexed the property in the future, the dollars Lombard would receive from the non-home rule sales tax component would need to be specifically allocated to capital improvement funds and not the General Fund, while Glen Ellyn would only receive 50% of the Retailer's Occupation Tax and none of the Non-home Rule sales tax dollars. Whereas, if the property is annexed into Glen Ellyn, as a home rule community, Glen Ellyn would receive the unencumbered Home Rule taxes, which could be redistributed to their general fund as well as back to Lombard, as negotiated. Recognizing that it is highly probable that this property would remain within the corporate limits of the Glen Ellyn in the future, Lombard wanted a provision to address future opportunity costs.
6. As envisioned, no incentive will be passed to the developer for the project and the developer would pay for all costs of construction associated with the project.

ACTION REQUESTED

Staff is bringing this item before the ECDC for a recommendation for the Village Board. Given the constraints associated with the site and in order to derive an economic benefit from this development in the immediate term, staff recommends that the ECDC support the proposed Second Amendment to the Development Agreement.

**Bucky's Glen Ellyn
Scenario 1**

**Property Remains Unincorporated and is Annexed to Lombard in 5 Years
Sales Tax (Note 1)**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Gasoline/Convenience Store Sales	5,500,000	5,582,500	5,666,238	5,751,231	5,837,500	5,925,062	6,013,938	6,104,147	6,195,709	6,288,645
Tax Rate	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Sales Tax Generated	55,000	55,825	56,662	57,512	58,375	59,251	60,139	61,041	61,957	62,886
Non-Home Rule Sales Tax Generated					59,251	60,139	61,041	61,957	62,886	
To County	55,000	55,825	56,662	57,512	58,375	-	-	-	-	-
Cumulative to County	55,000	110,825	167,487	225,000	283,375	283,375	283,375	283,375	283,375	283,375
Sales Tax to Lombard	-	-	-	-	-	29,625	30,070	30,521	30,979	31,443
100% NHR Sales Tax to Lombard	-	-	-	-	-	59,251	60,139	61,041	61,957	62,886
Cumulative To Lombard	-	-	-	-	-	88,876	179,085	270,647	363,583	457,913
Sales Tax To Glen Ellyn	-	-	-	-	-	29,625	30,070	30,521	30,979	31,443
Cumulative To Glen Ellyn	-	-	-	-	-	29,625	59,695	90,216	121,194	152,638

Notes:

- (1) For Sales growth, assumes 1.5% long-term growth for future years; this is consistent with overall Village sales tax
- (2) Assumes first 5 years unincorporated, and then incorporated into Village of Lombard in Year 6
- (3) Assumes 50/50 split of Sales Tax between Lombard and Glen Ellyn
- (4) Assumes Village of Lombard keeps 100% of NHR Sales Tax Year 6 and after
- (5) Assumes \$5.5M in annual sales

**Bucky's Glen Ellyn
Scenario 2**

Property Annexated into Glen Ellyn, with Retailers Occupation Tax Sharing

Sales Tax (Note 1)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Gasoline/Convenience Store Sales	5,500,000	5,610,000	5,722,200	5,836,644	5,953,377	6,072,444	6,193,893	6,317,771	6,444,127	6,573,009
Tax Rate	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Sales Tax Generated	55,000	56,100	57,222	58,366	59,534	60,724	61,939	63,178	64,441	65,730
Home Rule Sales Tax Generated	55,000	56,100	57,222	58,366	59,534	60,724	61,939	63,178	64,441	65,730
To County	-	-	-	-	-	-	-	-	-	-
Cumulative to County	-	-	-	-	-	-	-	-	-	-
Sales Tax To Lombard	27,500	28,050	28,611	29,183	29,767	30,362	30,969	31,589	32,221	32,865
Cumulative To Lombard	27,500	55,550	84,161	113,344	143,111	173,473	204,443	236,032	268,252	301,117
Sales Tax to Glen Ellyn	27,500	28,050	28,611	29,183	29,767	30,362	30,969	31,589	32,221	32,865
100% HR Sales Tax To Glen Ellyn	55,000	56,100	57,222	58,366	59,534	60,724	61,939	63,178	64,441	65,730
Cumulative To Glen Ellyn	82,500	166,650	252,483	340,033	429,333	520,420	613,328	708,095	804,757	903,352

Notes:

- (1) For Sales growth, assumes 1.5% long-term growth for future years; this is consistent with overall Village sales tax
- (2) Assumes incorporated into Village of Glen Ellyn immediately
- (3) Assumes 50/50 split of Sales Tax between Lombard and Glen Ellyn
- (4) Assumes Village of Glen Ellyn keeps 100% of HR Sales Tax
- (5) Assumes \$5.5M in annual sales

**Bucky's Glen Ellyn
Scenario 3**

Property Annexed into Glen Ellyn with Retailers Occupation Tax and Home-Rules Sales Tax Sharing

Sales Tax (Note 1)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Gasoline/Convenience Store Sales	5,500,000	5,610,000	5,722,200	5,836,644	5,953,377	6,072,444	6,193,893	6,317,771	6,444,127	6,573,009
Tax Rate	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Sales Tax Generated	55,000	56,100	57,222	58,366	59,534	60,724	61,939	63,178	64,441	65,730
Home Rule Sales Tax Generated	55,000	56,100	57,222	58,366	59,534	60,724	61,939	63,178	64,441	65,730
To County	-	-	-	-	-	-	-	-	-	-
Cumulative to County	-	-	-	-	-	-	-	-	-	-
Sales Tax To Lombard	27,500	28,050	28,611	29,183	29,767	30,362	30,969	31,589	32,221	32,865
50% HR Sales Tax To Lombard	27,500	28,050	28,611	29,183	29,767	30,362	30,969	31,589	32,221	32,865
Cumulative To Lombard	55,000	111,100	168,322	226,688	286,222	346,947	408,886	472,063	536,505	602,235
Sales Tax to Glen Ellyn	27,500	28,050	28,611	29,183	29,767	30,362	30,969	31,589	32,221	32,865
50% HR Sales Tax To Glen Ellyn	27,500	28,050	28,611	29,183	29,767	30,362	30,969	31,589	32,221	32,865
Cumulative To Glen Ellyn	55,000	111,100	168,322	226,688	286,222	346,947	408,886	472,063	536,505	602,235

Notes:

- (1) For Sales growth, assumes 1.5% long-term growth for future years; this is consistent with overall Village sales tax
- (2) Assumes incorporated into Village of Glen Ellyn immediately
- (3) Assumes 50/50 split of Sales Tax between Lombard and Glen Ellyn
- (4) Assumes 50/50 split of HR Sales Tax between Lombard and Glen Ellyn
- (5) Assumes \$5.5M in annual sales

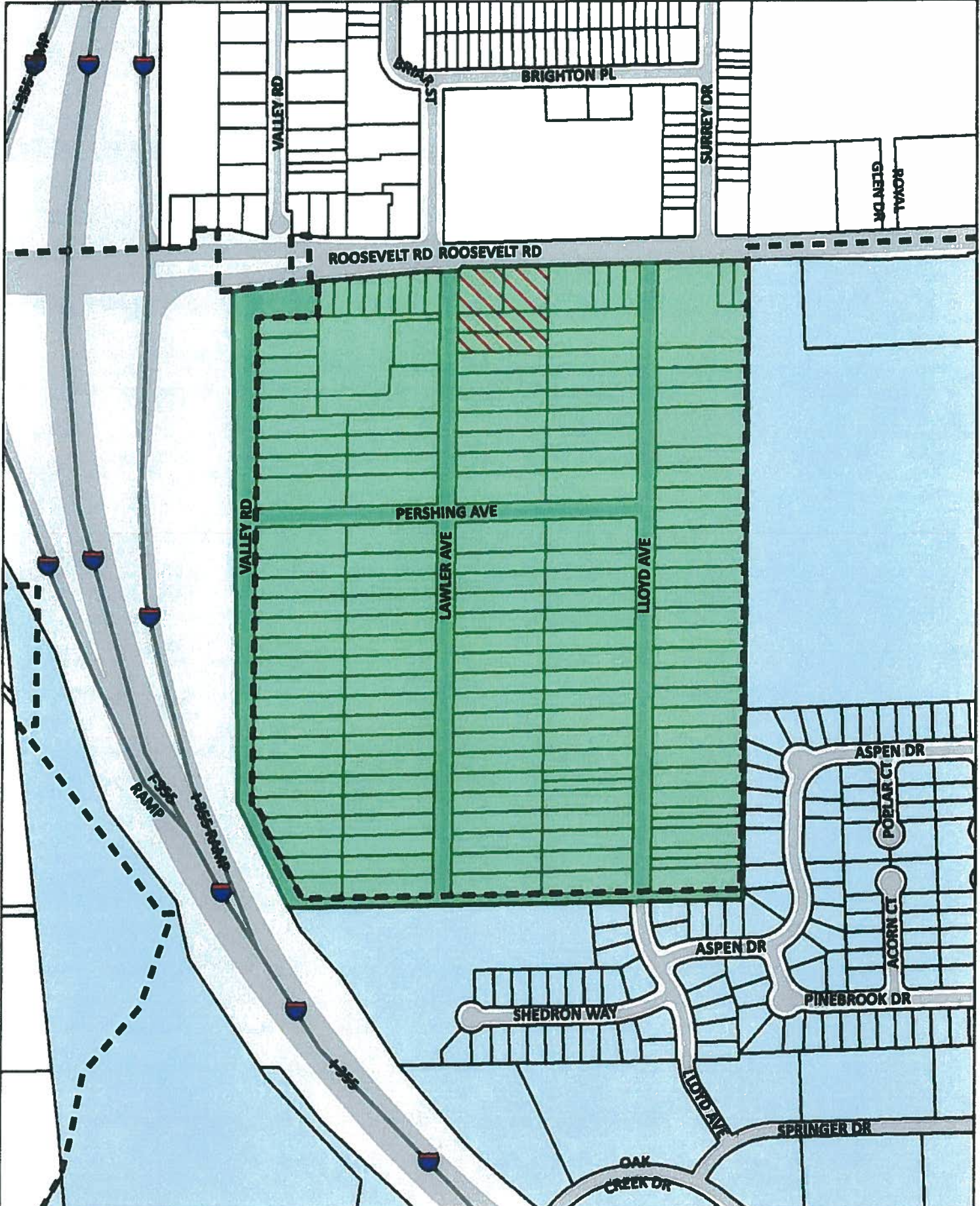
GLENBARD ACRES JOINT JURISDICTION TERRITORY

 JOINT JURISDICTION
TERRITORY

 BUCKY'S DEVELOPMENT
(JJT REDEVELOPMENT PARCELS)

 LOMBARD CORPORATE LIMITS

DEC 2018



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO A BOUNDARY LINE AGREEMENT WITH THE VILLAGE OF GLEN ELLYN

WHEREAS, the Village of Lombard and the Village of Glen Ellyn entered into a Common Boundary Agreement dated March 1, 2012 and recorded on July 18, 2012, with DuPage County Recorder's Office as document numbers R2012-092711 and R2012-092712 (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the Original Agreement established an ultimate municipal boundary line between Lombard and Glen Ellyn, designating the anticipated extent of the respective municipalities as well as the planning jurisdiction relative to adjacent unincorporated areas; and

WHEREAS, Lombard and Glen Ellyn entered into a First Amendment to the Original Agreement on September 3, 2015 and recorded on November 5, 2015, with DuPage County Recorder's Office as document number R2015-122243 and R2016-025035 (hereinafter referred to as the "First Amendment" – the Original Agreement, as amended by the First Amendment, being hereinafter referred to as the "Amended Agreement"); and

WHEREAS, Lombard and Glen Ellyn have jointly determined that the Amended Agreement should be further amended to address pending redevelopment activity and the companion utility connection provisions located within the previously established Joint Jurisdiction Territory (as defined in the Amended Agreement); and

WHEREAS, 65 ILCS 5/11-12-9 provides authority for jurisdictional boundary lines such as the Amended Agreement; and

WHEREAS, pursuant to 65 ILCS 5/11-12-9, Lombard has provided public notice of this Agreement, by posting a public notice, for not less than fifteen (15) consecutive days, beginning on March 6, 2017, and ending on March 20, 2017, at the location at which notices of Village Board meetings are posted, and by publication of a public notice on March 7, 2017, in the Daily Herald, being a newspaper of general circulation in the territory that is subject to this Agreement; all said notification dates being not less than thirty (30) days, nor more than one-hundred twenty (120) days, prior to the approval of this Agreement by the corporate authorities of Lombard; and

WHEREAS, pursuant to 65 ILCS 5/11-12-9, Glen Ellyn has provided public notice of this Agreement, by posting a public notice, for not less than fifteen (15) consecutive days, beginning on February 25, 2017, and ending on March 11, 2017, at the location at which notices of Village Board meetings are posted, and by publication of a public notice on February 25, 2017, in the Daily Herald, being a newspaper of general circulation in the territory that is subject to this Agreement; all said notification dates being not less than thirty (30) days, nor more than one-

hundred twenty (120) days, prior to the approval of this Agreement by the corporate authorities of Glen Ellyn; and

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

SECTION 1: That the Second Amendment to the Common Boundary Agreement Between the Village of Lombard and the Village of Glen Ellyn, attached hereto as Exhibit A and made a part hereof (hereinafter referred to as the “Second Amendment”) is hereby approved, and the Village President and Village Clerk are hereby authorized and directed to execute same.

SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SECTION 3: That said Second Agreement shall become effective after copies thereof, certified as to adoption by the Municipal Clerks of the Village of Lombard and Glen Ellyn, have been filed in the Office of the Recorder of Deeds of DuPage County, Illinois, and placed on file in the Office of the Clerk of each municipality.

Passed on first reading this ____ day of _____, 2017.

First reading waived by action of the Board of Trustees this ____ day of _____, 2017.

Passed on second reading this ____ day of _____, 2017.

Ayes: _____

Nays: _____

Absent: _____

Approved by me this _____, day of _____, 2017.

Keith T. Giagnorio, Village President

ATTEST:

Sharon Kuderna, Village Clerk

Published by me in pamphlet form this _____ day of _____, 2017

Sharon Kuderna, Village Clerk

Exhibit A
SECOND AMENDMENT TO COMMON BOUNDARY AGREEMENT BETWEEN
THE VILLAGE OF LOMBARD AND THE VILLAGE OF GLEN ELLYN

THIS SECOND AMENDMENT TO COMMON BOUNDARY AGREEMENT (hereinafter referred to as the “Second Amendment”), made and entered into this ____ day of _____, 2017, between the Village of Glen Ellyn, an Illinois municipal corporation (hereinafter referred to as “Glen Ellyn”) and the Village of Lombard, a Illinois municipal corporation (hereinafter referred to as “Lombard”).

WITNESSETH

WHEREAS, Lombard and Glen Ellyn entered into a Common Boundary Agreement dated March 1, 2012 and recorded on July 18, 2012, with DuPage County Recorder’s Office as document numbers R2012-092711 and R2012-092712 (hereinafter referred to as the “Original Agreement”); and

WHEREAS, the Original Agreement established an ultimate municipal boundary line between Lombard and Glen Ellyn, designating the anticipated extent of the respective municipalities as well as the planning jurisdiction relative to adjacent unincorporated areas; and

WHEREAS, Lombard and Glen Ellyn entered into a First Amendment to the Original Agreement on September 3, 2015 and recorded on November 5, 2015, with DuPage County Recorder’s Office as document number R2015-122243 and R2016-025035 (hereinafter referred to as the “First Amendment” – the Original Agreement, as amended by the First Amendment, being hereinafter referred to as the “Amended Agreement”); and

WHEREAS, Lombard and Glen Ellyn have jointly determined that the Amended Agreement should be further amended to address pending redevelopment activity and the companion utility connection provisions located within the previously established Joint Jurisdiction Territory (as defined in the Amended Agreement); and

WHEREAS, 65 ILCS 5/11-12-9 provides authority for jurisdictional boundary lines such as the Amended Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lombard and Glen Ellyn, Lombard and Glen Ellyn agree as follows:

1. That the provisions of the preambles set forth above are made a part hereof as if fully set forth herein.
2. That Section 6 of the Amended Agreement is hereby further amended as follows:

A. Subsection B of Section 6 is amended to read in its entirety as follows:

“ B. Lombard shall not adopt any ordinance annexing all, or any portion of, the following properties, located within the Joint Jurisdiction Territory, unless Lombard receives a resolution from Glen Ellyn approving of the terms and conditions of the annexation, the zoning and any annexation agreement.

<u>PIN</u>	<u>FULL ADDRESS</u>
0524202027	ROOSEVELT RD (vacant lot)
0524202028	ROOSEVELT RD (vacant lot)
0524202029	ROOSEVELT RD (vacant lot)
0524202030	ROOSEVELT ROAD (vacant lot)
0524202031	21W304 ROOSEVELT RD
0524202032	ROOSEVELT RD (vacant lot)
0524202033	ROOSEVELT RD (vacant lot)
0524202034	ROOSEVELT RD (vacant lot)
0524203007	ROOSEVELT RD (vacant lot)
0524203008	ROOSEVELT RD (vacant lot)
0524203009	21W051 ROOSEVELT ROAD
0524203028	21W079 ROOSEVELT RD
0524203029	751 W. ROOSEVELT RD
0524203030	21W135 & 21W137 ROOSEVELT RD
0524203010	LAWLER AV (vacant lot)
0524203011	1209 LAWLER AV
0524203012	1209 LAWLER AV
0524208005	665 W. ROOSEVELT RD
0524208006	665 W. ROOSEVELT RD
0524208042	667 W. ROOSEVELT RD

B. That the opening portion of Subsection D of Section 6, prior to the legal description contained in said Section 6, is amended to read in its entirety as follows:

“Lombard agrees that upon Lombard’s annexation of the following described portion of the Joint Jurisdiction Territory, said portion shall be zoned for non-single family residential purposes and shall remain so zoned for a period of not less than ten (10) years:”

C. That Subsection I. of Section 6 is amended to read in its entirety as follows:

“I. If, at any time during the term of this Agreement, Lombard is able to serve the entire Joint Jurisdiction Territory with water or sanitary sewer service, and serves

the entire portion of the Joint Jurisdiction Territory then annexed to Lombard with one of the said utility services, the sales tax revenue sharing percents, as referenced in Subsection E above, shall be revised to twenty-five percent (25%) Glen Ellyn and seventy-five percent (75%) Lombard.”

- D. That subsection J. of Section 6 is amended to read in its entirety as follows:
“J. If, at any time during the term of this Agreement, Lombard is able to serve the entire Joint Jurisdiction Territory with water and sanitary sewer service, and serves the entire portion of the Joint Jurisdiction Territory then annexed to Lombard with both water and sanitary sewer service, then the provisions of this Section 6 shall become null and void.”
- E. That a new Subsection K. shall be added to Section 6, to read in its entirety as follows:

“K. Lombard and Glen Ellyn mutually recognize that the properties located at 21W135 and 21W137 Roosevelt Road, 751 Roosevelt Road and 1209 S. Lawler Avenue, as legally described in Exhibit “E” attached hereto and made part hereof (the “JJT Redevelopment Property”), are located within the Joint Jurisdiction Territory and are currently developed as two motor vehicle sales uses and a residential property. The JJT Redevelopment Property is proposed for redevelopment within the next year, and Lombard water and sanitary sewer are not readily available to the JJT Redevelopment Property. In regard to the redevelopment of the JJT Redevelopment Property, Lombard and Glen Ellyn agree as follows:

- (1.) Lombard will consent to the connection of the JJT Redevelopment Property to existing Glen Ellyn water and sanitary sewer service currently located on the North side of Roosevelt Road. Lombard’s consent to said connections is solely granted for the purpose of a redevelopment consisting of a gas station, convenience store, and car wash facility. In the event that the JJT Redevelopment Property is not redeveloped for this expressed purpose, or not redeveloped at all, by December 31, 2017, Lombard’s consent, as provided for in this Subsection (1) shall be null and void, Glen Ellyn shall not thereafter, without the consent of Lombard, provide water and/or sanitary sewer service to the JJT Redevelopment Property, and this Subsection K shall become null and void.
- (2.) Lombard consents to Glen Ellyn annexing the JJT Redevelopment Property into the corporate limits of Glen Ellyn, provided that the JJT Redevelopment Property is redeveloped in a manner consistent with subsection (1) above. Notwithstanding any other provision of this Agreement, once annexed to Glen Ellyn, Glen Ellyn shall be under no obligation to disconnect the JJT Redevelopment Property, so that same can be annexed by Lombard. In the

event that Lombard's consent under Subsection (1) above becomes null and void, Lombard's consent under this Subsection (2) shall also be null and void, and this Subsection K shall be null and void.

(3.) Any sales tax [Retailers' Occupation Tax, Service Occupation Tax, Home Rule Retailers Occupation Tax and/or Home Rule Service Occupation Tax (the Home Rule taxes being hereinafter referred to as the "Home Rule Sales Tax")] received by Glen Ellyn, from the JJT Redevelopment Property, shall be initially shared with Lombard, with Lombard receiving forty-five percent (45%) of said sales tax revenues and Glen Ellyn receiving fifty-five percent (55%) of said sales tax revenues. Upon receipt of any such sales tax revenues, Glen Ellyn shall, within sixty (60) days thereafter, forward to Lombard, Lombard's share of said revenues with a written statement indicating how Lombard's share was calculated. All other applicable taxes assessed by Glen Ellyn, that are specifically attributable to the JJT Redevelopment Property, including, but not limited to, real estate taxes or license fees, may be retained exclusively by Glen Ellyn. The Home Rule Sales Tax shall only be shared with Lombard for the remaining term of the Agreement through February 28, 2032. Upon the expiration of the Agreement, Glen Ellyn will continue to share only the Retailers' Occupation Tax and Service Occupation Tax with Lombard. Lombard shall not be entitled to any increase in Glen Ellyn's Home Rule Sales Tax adopted after the effective date of the Second Amendment to this Agreement. This subsection (3) shall survive the termination of the Agreement for purposes of continuing the sales tax sharing as provided herein.

(4.) If, at any time during the term of this Agreement, Lombard and Glen Ellyn agree to a disconnection of the JJT Redevelopment Property from the corporate limits of Glen Ellyn, and an annexation of the JJT Redevelopment Property into the corporate limits of Lombard, and Lombard serves the JJT Redevelopment Property with water or sanitary sewer service, Lombard shall share the sales tax revenue generated by the JJT Redevelopment Property with Glen Ellyn, in accordance with Subsection I above.

(5.) If, at any time during the term of this Agreement, Lombard and Glen Ellyn agree to a disconnection of the JJT Redevelopment Property from the corporate limits of Glen Ellyn, and an annexation of the JJT Redevelopment Property into the corporate limits of Lombard, and Lombard serves the JJT Redevelopment Property with water and sanitary sewer service, then the provisions of this Subsection K, except for subsection (4) above, shall also become null and void."

3. That the Amended Agreement is further amended, by adding a new Exhibit "E" thereto, which shall read in its entirety as Exhibit "E" attached to this Second Amendment, and made part hereof. (Note: Exhibit "E" is the legal description and PINs for the JJT Redevelopment Property.)

4. That all other provisions of the Amended Agreement, not amended hereby, shall remain in full force and effect.

5. This Second Amendment shall not become effective until a copy hereof, certified by the Village Clerks of Lombard and Glen Ellyn, has been recorded with the DuPage County Recorder's Office, and copies hereof, certified by the Village Clerks of Lombard and Glen Ellyn, have been placed on file in the Offices of the Village Clerk of Lombard and the Village Clerk of Glen Ellyn.

IN WITNESS WHEREOF, Lombard and Glen Ellyn have caused these presents to executed and delivered on the date first above written.

VILLAGE OF GLEN ELLYN

VILLAGE OF LOMBARD

By: _____
President

By: _____
President

Attest: _____
Village Clerk

Attest: _____
Village Clerk

Date: _____

Date: _____

Exhibit "E"

Legal Description of the JJT Redevelopment Property

LOTS 7, 8, 9, 10, 11, AND 12 (EXCEPT THAT PART OF LOT 12 TAKEN FOR HIGHWAYS), 13, 14 AND 15 IN BLOCK TWO IN GLENBARD ACRES HOMESITES, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 8, 1923 AS DOCUMENT 162673, IN DUPAGE COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBERS:

05-24-203-010, 011, 012, 029 AND 030

COMMON ADDRESSES:

21W135 and 21W137 Roosevelt Road, 751 Roosevelt Road and 1209 S. Lawler Avenue