



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

JUN. 30, 2017

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ORDINANCE 7354

012 PAGES

R2017-066011

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

<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)
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0524203028	21W079 ROOSEVELT RD
0524203029	751 W. ROOSEVELT RD
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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

Prepared by and Return To:

**(Village of Lombard)
255 E. Wilson Avenue
Lombard, IL 60148**



I, **Janet Downer**, hereby certify that I am the duly qualified Deputy Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Deputy Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a copy of

ORDINANCE 7354

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

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0524208042	667 W. ROOSEVELT RD

of the said Village as it appears from the official records
of said Village duly approved this 20th
day of April, 2017.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 30th day of June, 2017.




Janet Downer
Deputy Village Clerk
Village of Lombard
DuPage County, Illinois

**ORDINANCE 7354
PAMPHLET**

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



PUBLISHED IN PAMPHLET FORM THIS 21ST DAY OF APRIL, 2017, BY ORDER
OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE
COUNTY, ILLINOIS.


Sharon Kuderna
Village Clerk

ORDINANCE NO. 7354

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 20th day of April, 2017.

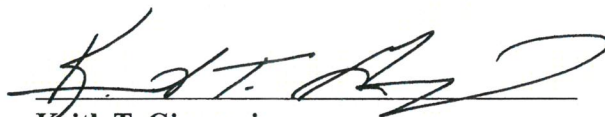
Passed on second reading this 20th day of April, 2017.

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

Nays: None

Absent: None

Approved this 20th day of April, 2017.



Keith T. Giagnorio
Village President

ATTEST:



Sharon Kuderna
Village Clerk

Published by me in pamphlet form on this 21st day of April, 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 20th day of April, 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.

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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

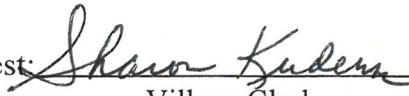
By: 
President

Attest: 
Village Clerk

Date: April 10, 2017

VILLAGE OF LOMBARD

By: 
President

Attest: 
Village Clerk

Date: April 20, 2017

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

Lombard, IL 60148