

RESOLUTION
R 48-17

A RESOLUTION AUTHORIZING THE SIGNATURE OF PRESIDENT AND CLERK ON A FIRST AMENDMENT TO A UTILIY AGREEMENT

WHEREAS, The Corporate Authorities of the Village of Lombard has received a request for an amended Agreement between the Village of Lombard and Pin Oak Community Center (Muslim Community Association of the Western Suburbs) for a Water and Sanitary Sewer Service 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 Amendment,

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 First Amendment to a Water and Sanitary Sewer Service Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said Agreement as attached hereto.


Adopted this 20th day of July, 2017.

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

Nays: None

Absent: None

Approved this 20th day of July, 2017.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk

EXHIBIT A

**FIRST AMENDMENT TO THE
WATER AND SANITARY SEWER SERVICE AGREEMENT
FOR PIN OAK COMMUNITY CENTER**

This FIRST AMENDMENT TO THE WATER AND SANITARY SEWER SERVICE AGREEMENT FOR PIN OAK COMMUNITY CENTER (hereinafter referred to as the "FIRST AMENDMENT") is dated the 20 day of July, 2017, by and between the Village of Lombard, an Illinois non-home rule municipal corporation (hereinafter referred to as the "VILLAGE"), and the Muslim Community Association of the Western Suburbs, an Illinois not-for-profit corporation and religious organization (hereinafter referred to as "PIN OAK"). The VILLAGE and PIN OAK are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the VILLAGE and PIN OAK entered into a Water and Sanitary Service Agreement for the Pin Oak Community Center dated September 6, 2012 (hereinafter referred to as the "ORIGINAL AGREEMENT"); and

WHEREAS, the ORIGINAL AGREEMENT contemplated a temporary connection for sanitary sewer service from the Village of Glen Ellyn (hereinafter referred to as "GLEN ELLYN") and the construction of a water main by PIN OAK, to connect to the VILLAGE's water system, relative to PIN OAK's development of the SUBJECT PROPERTY, as defined in the ORIGINAL AGREEMENT; and

WHEREAS, based on a change in circumstances, since the approval of the ORIGINAL AGREEMENT, it would appear that the development of the SUBJECT PROPERTY, as defined in the ORIGINAL AGREEMENT, as currently contemplated by PIN OAK, would best be accomplished with permanent connections to the water and sanitary sewer systems of GLEN ELLYN; and

WHEREAS, the VILLAGE has no objection to the SUBJECT PROPERTY, as defined in the ORIGINAL AGREEMENT, being permanently connected to GLEN ELLYN's water and sanitary sewer systems; and

WHEREAS, it is in the best interests of the VILLAGE and PIN OAK to enter into this FIRST AMENDMENT;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, understandings and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. That, notwithstanding any other provision of the ORIGINAL AGREEMENT, the VILLAGE hereby consents to PIN OAK permanently connecting the SUBJECT PROPERTY, as defined in the ORIGINAL AGREEMENT, to GLEN ELLYN's water and sanitary sewer systems, provided said connections are made by PIN OAK within three (3) years of the date of this FIRST AMENDMENT, and subject to the remaining terms of this FIRST AMENDMENT.
2. In the event that the VILLAGE receives written notice from GLEN ELLYN, indicating that the SUBJECT PROPERTY, as defined in the ORIGINAL AGREEMENT, has been connected to GLEN ELLYN's water and sanitary sewer systems, within three (3) years of the date of this FIRST AMENDMENT, the ORIGINAL AGREEMENT shall become null and void.
3. In the event that the VILLAGE does not receive written notice from GLEN ELLYN, indicating that the SUBJECT PROPERTY, as defined in the ORIGINAL AGREEMENT, has been connected to GLEN ELLYN's water and sanitary sewer systems, within three (3) years of the date of this FIRST AMENDMENT, this FIRST AMENDMENT shall become null and void, and the ORIGINAL AGREEMENT shall remain in full force and effect thereafter, according to its terms, and without any of the provisions of this FIRST AMENDMENT being applicable thereto.
4. That, other than as modified by Section 1 above, until such time as the VILLAGE receives notice from GLEN ELLYN, as contemplated in Section 2 above, the ORIGINAL AGREEMENT shall remain in full force and effect.
5. The officers of PIN OAK executing this FIRST AMENDMENT warrant that they have been lawfully authorized by PIN OAK's Board of Directors to execute this FIRST AMENDMENT on behalf of PIN OAK. The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the Corporate Authorities of the VILLAGE to execute this FIRST AMENDMENT. PIN OAK and the VILLAGE shall deliver to each other, upon request, copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this FIRST AMENDMENT on behalf of the respective Parties.
6. This FIRST AMENDMENT may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.
7. This FIRST AMENDMENT shall be signed last by the VILLAGE, and the President of the VILLAGE shall affix the date on which he signs this FIRST AMENDMENT on the first page hereof.

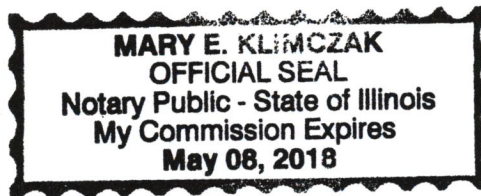
IN WITNESS WHEREOF, the Parties hereto have executed this FIRST AMENDMENT below.

MUSLIM COMMUNITY ASSOCIATION OF THE WESTERN SUBURBS

By: Talha Ali
Talha Ali, President

Date: Aug. 10, 2017

ATTEST:



Name: Mary E. Klimczak
Title: Building Division Rep.

Date: 8/10/17

VILLAGE OF LOMBARD, DuPAGE COUNTY, ILLINOIS

By: Keith T. Giagnorio
Keith T. Giagnorio, Village President

Date: July 20, 2017

ATTEST:

By: Sharon Kuderna
Sharon Kuderna, Village Clerk

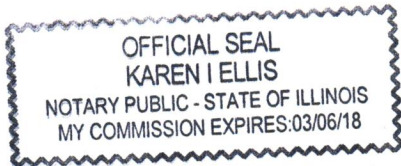
Date: July 20, 2017

State of Illinois)
)
County of DuPage)

Certification

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Keith T. Giagnorio and Sharon Kuderna, personally know to me to be the Village President and Village Clerk, respectively, of the Village of Lombard, DuPage County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the said instrument as Village President and Village Clerk of said Village, and caused the corporate seal of said Village to be affixed thereto, pursuant to authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village for the uses and purposes therein set forth.

Given under my hand and seal this 20th day of July, 2017.



Karen I. Ellis
Notary Public

