

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: June 8, 2020 (COW)(B of T) June 18, 2020

TITLE: Motion to Approve an Intergovernmental Agreement Between the Village of Lombard and the Village of Glen Ellyn in Regard to the Provision of Fire Protection and Emergency Medical Services by the Village of Lombard to Certain Property Located in Unincorporated DuPage County, But Currently Provided with Fire Protection and Emergency Medical Services by the Village of Glen Ellyn

SUBMITTED BY: Richard Sander, Fire Chief  
Timothy Sexton, Director of Finance

**BACKGROUND/POLICY IMPLICATIONS:**

Staff recommends that the Village Board approve an IGA with Glen Ellyn for the provision of fire and EMS services for the unincorporated area identified. Additional information is attached in the memo.

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X _____	Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



**To:** Scott Niehaus, Village Manager

**From:** Richard Sander, Fire Chief  
Tim Sexton, Director of Finance

**Date:** June 8, 2020

**Subject:** Glen Ellyn Fire Intergovernmental Agreement (IGA)

In November of 2009, Glen Ellyn established the North Glen Fire Protection Special Service Area (SSA) for the purpose of financing the provisions of fire protection and emergency medical services (EMS) to the Enclave Subdivision area in unincorporated Lombard. This area includes the 1000 block of Grove lane, the 600 block of Pleasant Lane, and the 600 block of West Meadow avenue.

The Lombard Fire Department has established excellent working relationships with our surrounding area fire departments including Glen Ellyn. In recent discussions with Glen Ellyn's Fire Chief, both departments agreed that Lombard fire station 44 located at 50 E. St Charles is in closer proximity to this SSA area than Glen Ellyn's fire station located at 524 Pennsylvania Avenue, and would provide an approximately 3-minute quicker response to an emergency incident.

For these reasons, both Villages are proposing that Lombard cover this area for Glen Ellyn. They in turn will provide Lombard with the monies collected from the SSA for fire and EMS services for the specified properties included in this agreement. This is another example of departments working collaboratively together for the betterment of the citizens we serve.

Therefore, staff is recommending that the Village Board approve the IGA with Glen Ellyn.

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE VILLAGE OF GLEN ELLYN IN REGARD TO THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BY THE VILLAGE OF LOMBARD TO CERTAIN PROPERTY LOCATED IN UNINCORPORATED DUPAGE COUNTY, BUT CURRENTLY PROVIDED WITH FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BY THE VILLAGE OF GLEN ELLYN**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement"), is entered into this 26 day of May, 2020, by and between the VILLAGE OF LOMBARD (hereinafter referred to as "LOMBARD") and the VILLAGE OF GLEN ELLYN (hereinafter referred to as "GLEN ELLYN"). (LOMBARD and GLEN ELLYN are hereinafter sometimes individually referred to as a "Party" or collectively as the "Parties")

**WITNESSETH**

**WHEREAS**, GLEN ELLYN has established the North Glen Ellyn Fire Protection Special Service Area (hereinafter referred to as the "Fire Protection SSA") pursuant to GLEN ELLYN Ordinance No. 5822 (hereinafter referred to as the "SSA Ordinance"), adopted on November 23, 2009 and recorded with the DuPage County Recorder of Deeds on December 22, 2009 as Document No. R2009-191157, which includes, along with other properties, the properties legally described in Exhibit A and depicted in Exhibit B, attached hereto and made a part hereof (hereinafter referred to as the "Subject Properties"); and

**WHEREAS**, the Fire Protection SSA was established for the purpose of financing the provision of fire protection and emergency medical services (hereinafter referred to as the "Services") to the Subject Properties, along with other properties; and

**WHEREAS**, residents of these subject properties are currently considered Glen Ellyn residents with respect to EMS billing purposes.

**WHEREAS**, LOMBARD and GLEN ELLYN desire to work cooperatively to provide the Services to the Subject Properties in the most efficient and cost effective manner; and

**WHEREAS**, LOMBARD operates a municipal fire department, which is duly qualified and able to provide the Services to the Subject Properties; and

**WHEREAS**, LOMBARD and GLEN ELLYN have determined that, given the location of the Subject Properties, LOMBARD is best situated and equipped to provide the Services to the Subject Properties; and

**WHEREAS**, GLEN ELLYN desires to have LOMBARD provide the Services to the Subject Properties and is willing to pay LOMBARD, in relation thereto, the revenue generated by the Fire Protection SSA from Subject Properties, on an annual basis, in exchange for LOMBARD providing the Services to the Subject Properties, pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, LOMBARD is willing to provide the Services to the Subject Properties, for the annual payment by GLEN ELLYN to LOMBARD, as referenced above, pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, LOMBARD and GLEN ELLYN desire to set forth their respective obligations regarding the provision of the Services to the Subject Properties; and

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

**WHEREAS**, it is in the best interests of LOMBARD AND GLEN ELLYN 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:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **TERM.** This Agreement shall commence on the Effective Date, as defined below, and may be terminated at any time for any reason by either Party by giving six (6) months advanced written notice of termination to the other Party. Upon termination, the Parties shall cooperate in notifying DU-COMM of the change that will occur.
3. **LOMBARD OBLIGATIONS.** In relation to the Subject Properties, LOMBARD agrees to:
  - A. Beginning on July 1, 2020, provide the Services to the Subject Properties, under the terms and conditions of this Agreement, in the same manner as LOMBARD provides the Services within the corporate limits of LOMBARD.
  - B. Charge these subject properties an amount equivalent to a LOMBARD resident, but will not balance bill for EMS costs, as set forth in Title 9, Chapter 91, Sections 91.20 and 91.21 of the Lombard Village Code, as may be amended from time to time, not including the in connection with providing emergency medical services to the Subject Properties.
4. **GLEN ELLYN OBLIGATIONS.** In relation to the Subject Properties and LOMBARD's provision of the Services thereto, GLEN ELLYN agrees to:
  - A. Not take any action, during the term of this Agreement, to amend or terminate the Fire Protection SSA in a manner that removes the Subject Properties therefrom, or reduces the tax rate against the Subject Properties from the Fire Protection SSA, to less than that levied against the other properties in the Fire Protection SSA;

- B. Take all necessary actions on an annual basis during the term of this Agreement to levy real estate taxes against the Subject Properties, along with all other properties within the Fire Protection SSA, as permitted under the SSA Ordinance (hereinafter referred to as the "SSA Tax Levy");
  - C. Take all necessary actions during the term of this Agreement to collect the real estate taxes levied pursuant to the SSA Tax Levy;
  - D. Pay to LOMBARD before January 1<sup>st</sup> and July 1<sup>st</sup> of each year, the amount received by GLEN ELLYN, pursuant to the SSA Tax Levy, during the prior six (6) month period from the Subject Properties, to compensate LOMBARD for providing the Services;
  - E. Pay to LOMBARD, after termination of this Agreement, all real estate tax revenues received by GLEN ELLYN, pursuant to the SSA Tax Levy, related to late or delinquent tax receipts, to the extent that the real estate tax receipts relate to real estate taxes that accrued during the time that LOMBARD was providing the Services to the Subject Properties under this Agreement;
  - F. Provide LOMBARD, at the time a payment is made to LOMBARD under this Agreement, an accounting of the amount levied against each of the Subject Properties, pursuant to the SSA Tax Levy, based on the real estate tax bills for each of the Subject Properties. The accounting shall consist of a spreadsheet listing each PIN comprising the Subject Properties, and the amount levied against each PIN pursuant to the SSA Tax Levy.
5. **DU-COMM COORDINATION.** The Parties shall take all necessary actions to cause DU-COMM to dispatch LOMBARD's Fire Department as the primary service provider of the Services to the Subject Properties during the term of this Agreement.
6. **PAYMENTS AND PRORATIONS.**
- A. For any year in which LOMBARD does not provide the Services to the Subject Properties for three hundred sixty-five (365) days, the amount of money owed to LOMBARD by GLEN ELLYN under this Agreement

shall be prorated on a day for day basis, based on the amount of the SSA Tax Levy for the Fire Protection SSA relative to the Subject Properties, for the applicable year, divided by three hundred sixty-five (365), which shall be used as the daily proration rate.

B. The Parties acknowledge and agree, notwithstanding that real estate taxes are paid in arrears, that the amount of GLEN ELLYN's obligation to make payments to LOMBARD for providing Services under this Agreement shall be based on the real estate tax revenues received, or that should have been received, in the year that Services are provided by LOMBARD to the Subject Properties.

C. Payments due and unpaid under this Agreement shall bear interest in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

7. **TERMINATION FOR BREACH.** This Agreement may be terminated immediately by either Party in the event of the other Party's material breach of any of its obligations under this Agreement, provided that, the breaching Party has failed to cure any such breach within fourteen (14) days after receiving written notice of same from the non-breaching Party.

8. **EMERGENCY MEDICAL FEES.** The Parties acknowledge that LOMBARD has the right to and shall charge emergency medical service fees, in the amount charged to a LOMBARD resident, but will not balance bill for EMS costs, as set forth in Title 9, Chapter 91, Sections 91.20 and 91.21 of the

Lombard Village Code, as may be amended from time to time, in connection with providing emergency medical services to the Subject Properties.

9. **RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither LOMBARD nor GLEN ELLYN shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.
10. **NO THIRD-PARTY BENEFICIARIES.** Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against LOMBARD and/or GLEN ELLYN.
11. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.
12. **COMPLIANCE WITH LAWS.** The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes.



13. **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:

If to LOMBARD:

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

with copy to:  
Fire Chief  
Village of Lombard  
50 E. St. Charles Road  
Lombard, Illinois 60148

If to GLEN ELLYN:

Village Manager  
Village of Glen Ellyn  
535 Duane Street  
Glen Ellyn, Illinois 60137

with copy to:  
Fire Chief and Administrator  
Glen Ellyn Volunteer Fire Company  
524 Pennsylvania Ave,  
Glen Ellyn, IL 60137

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

14. **COUNTERPARTS.** 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.

15. **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 subject matter contained herein. 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.

16. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below, which date shall be inserted on the first page hereof.

**IN WITNESS WHEREOF,** LOMBARD, pursuant to authority granted by the adoption of a [Motion/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 authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk.

**VILLAGE OF LOMBARD**

By: \_\_\_\_\_  
Keith T. Giagnorio  
Village President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sharon Kuderna  
Village Clerk

Date: \_\_\_\_\_

**VILLAGE OF GLEN ELLYN**

By: \_\_\_\_\_  
Diane McGinley  
Village President

Date: MAY 26, 2020

ATTEST:

\_\_\_\_\_  
John Chereskin  
Village Clerk

Date: MAY 26, 2020

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 of 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 \_\_\_\_\_ day of \_\_\_\_\_,  
2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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 Diane McGinley and John Chereskin, personally known to me to be the Village President and Village 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 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 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 Village Clerk, as custodian of the corporate seal of said Village of Glen Ellyn, 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 Ellyn, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 28<sup>th</sup> day of May, 2020.

Polly Christine Sheridan-Kenny  
Notary Public

My Commission Expires: 8/9/2023



## Exhibit A

### Legal Description of Subject Properties

Lots 11 and 12 in Milton Township Supervisor's Assessment Plat No. 1, of part of the East ½ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded August 23, 1943 as document 452574, in DuPage County, Illinois;

**PINs:** 05-01-204-063 and -028;

**Common Addresses:** 650 West Pleasant Lane and 21W270 Pleasant Lane, Lombard, Illinois 60148.

Lots 2 and 3 in John H. Wubbel's Survey for Assessment Purposes of Lots 26 and 27 in the Subdivision of the Selby Hoyle Farm, Unit 2, Being a Subdivision of part of the Northeast Quarter of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat of said John H. Wubbel's survey recorded April 26, 1955 as document 754443, in DuPage County, Illinois;

**PINs:** 05-01-204-008 and 009;

**Common Addresses:** 500 Grove Lane and 1N510 Grove Lane, Lombard, Illinois 60148.

Lots 1 through 29, inclusive, and Outlot A in The Enclave Subdivision, a subdivision of part of the West ½ of the Northeast ¼ and the West ½ of the Southeast ¼ of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, DuPage County, Illinois;

**PINs:** 05-01-208-001, -002, -003 and -004; 05-01-209-001, -002, -003, -004 and -005;

05-01-400-002, -003, -004, -005, -006, -007, -008, -009, -010, -011 and -012;

05-01-415-001, -002, -003, -004, -005, -006, -007, -008, -009 and -010;

**Common Addresses:** 1000, 1002, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029 and 1031 Grove Lane; and the detention pond located at 1001 and 1003 Grove Lane, and East of 1005, 1007, 1009, 1011, 1013, 1015 and 1017 Grove Lane; Lombard, Illinois 60148.

Lots 39 and 40 in Milton Township Supervisor's Assessment Plat No. 1, of part of the East ½ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded August 23, 1943 as document 452574, in DuPage County, Illinois;

**PINs:** 05-01-403-001, -003, -004, -015 and -016;

**Common Addresses:** 641, 651, 653 and 659 West Meadow Avenue, and 21W251 Meadow Avenue, Lombard, Illinois 60148.

West 75 feet of Lot 41 in Milton Township Supervisor's Assessment Plat No. 1, of part of the East ½ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded August 23, 1943 as document 452574, in DuPage County, Illinois, along with that part of said Lot 41 described as follows: Commencing at the Northwest corner of said Lot 41; thence North 89 degrees 42 minutes 32 seconds East, being an assumed bearing on the North line of said Lot 41, a distance of 75.00 feet to the West line of the East 75.00 feet of the West 150.00 feet of said Lot 41 for the Point of Beginning; thence South 0 degrees 01 minutes 38 seconds West on said West line of the East 75.00 feet of the West 150.00 feet, a distance of 543.06 feet to the Southerly line of said Lot 41; thence South 84 degrees 47 minutes 26 seconds East on

said Southerly line 74.11 feet; thence North 0 degrees 36 minutes 21 seconds West, 550.16 feet to the North line of said Lot 41; thence South 89 degrees 42 minutes 32 seconds West on said North line 67.73 feet to the Point of Beginning; all in DuPage County, Illinois;

**PIN:** 05-01-403-019;

**Common Address:** 641 West Meadow Avenue, Lombard, Illinois 60148.

**Exhibit B**

**Depiction of Subject Property**



# Village of Glen Ellyn

