

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COLLEGE OF DU PAGE, THE COUNTY OF DU PAGE, AND
THE VILLAGE OF GLEN ELLYN**

WHEREAS, the College of DuPage (“College”), the County of DuPage (“County”) and the Village of Glen Ellyn (“Village”), (and collectively the “parties”), entered into an Intergovernmental Agreement on March 13, 2012 under Resolution DC 0001-12; and

WHEREAS, by the Intergovernmental Agreement, the Village transferred to the County elements of its municipal regulatory control and authority with respect to the College’s main campus in Glen Ellyn (the “College’s Campus”); and

WHEREAS, because the College’s facilities require unique uses, and the College provides educational, economic, and cultural benefits to the Village, it is appropriate to recognize the governmental powers of the College and to provide flexibility in the development and maintenance of its property; and

WHEREAS, the parties now wish, in a spirit of mutual cooperation and with the desire to return relations between the Village and the College to a more normal state, to amend the Intergovernmental Agreement to provide for the orderly transition of regulatory oversight back to the Village; and

WHEREAS, to provide for the orderly transition of regulatory oversight, the County shall, as provided below, temporarily continue with its administration and enforcement of certain regulatory ordinances with respect to the College’s Campus;

NOW, THEREFORE, under the authority possessed by the College, the County, and the Village under the provisions of the Illinois State Constitution and Illinois statutes, the parties agree to amend their Intergovernmental Agreement as follows:

1. The Intergovernmental Agreement remains in full force and effect, as amended hereby and except to the extent that the provisions of this First Amendment conflict with the terms of the Intergovernmental Agreement, in which case the provisions of this First Amendment shall control. The foregoing recitals are further incorporated and made a part of this First Amendment.

2. After June 30, 2017 the Village shall, subject to the conditions of this First Amendment, resume administrative and regulatory control over the College’s Campus as to all matters transferred to the County under the Intergovernmental Agreement, except for any College development activities for which the College has made an application for necessary County permit(s), and further except for any College development activities in a preliminary, pre-application design stage in which the subject project was designed, or is being designed, to be in compliance with the applicable County regulations. In all cases, though, the College shall make a complete application to the County for such excepted development activities on or before June 30, 2017.

3. The County shall continue to undertake plan reviews, permitting, inspections and issuing final approvals and/or, certificates of use or occupancy (as applicable) for all College development activities currently applied for, and that may be applied for by June 30, 2017. The County's regulatory control over such matters shall extend through and until the County's final approval of the excepted development project's construction, installation, repair, remodeling, rehabilitation and site restoration work under any outstanding County building, signage, fence, demolition, excavation/filling and stormwater permit, or permit application, pending as of June 30, 2017. The County shall not retain regulatory control and administration over long-term maintenance, wetland performance criteria, or site monitoring for any stormwater management permit or certification. The activities described in the foregoing sentence shall become the Village's sole responsibility after June 30, 2017, subject to the conditions of this First Amendment.

4. The administrative and regulatory control activities described in this First Amendment shall be subject to the following conditions: (a) the Village's Architectural Review Commission shall have jurisdiction to exercise regulatory control over only those portions of the College's Campus (including any buildings, fixtures, signage, or other structures) that are located in their entirety within 25 feet of any residence within one of the zoning districts defined in Section 10-3-1(C) through (J) of the Village's Zoning Code; and (b) the Village and the College shall have the independent discretion to refer any matter that may fall within the administrative and regulatory control of the Village to a neutral arbitrator for a binding determination. Either the Village or the College may make such election at any point, including after rendering of a decision by the Village through its employees, in which case the Village's determination shall be vacated. In the event a matter is referred to a neutral arbitrator under this provision, the Village and the College shall endeavor in good faith to select, within 15 days, an arbitrator by mutual agreement. If the Village and the College are unable to agree mutually on an arbitrator, each party shall, within 10 days, designate an arbitrator, and the two designated arbitrators shall then select an arbitrator to resolve the matter under the applicable provisions of the Village's codes and ordinances. In all events, the selected arbitrator shall not be employed by or otherwise subject to the managerial direction or oversight of either the Village or the College, and the Village and the College will jointly and equally bear any costs associated with employing an arbitrator.

5. Within thirty (30) days of the effective date of this First Amendment the College shall submit to the Village, with copy to the County, a list identifying: a) all projects undertaken since March 13, 2012 pursuant to a County-issued stormwater permit and, or, certification having excess detention capacity reserved for future projects; and b) every pending County-issued stormwater permit or certificate having remaining post-construction stormwater and, or, wetland maintenance and monitoring conditions and requirements and further stating the mandated amount of development security for same. The County shall promptly respond to the foregoing information and either confirm or contest same. Following the County's confirmation of the information requested in b), above, the College shall post security with the Village in an amount, or amounts, sufficient to cover the remaining estimated cost(s) of the College's remaining post-construction maintenance and, or, monitoring obligations under the listed County-issued permits or

certifications. Upon the Village's written confirmation that the College has posted such replacement security, County shall thereupon promptly release, discharge or surrender the development security posted with it for said purpose(s).

6. The College agrees that it shall continue to pay the County all permit fees and for all reviews, inspections, and other services performed by the County at the fee, rate, or charge assessed the public for such fees and services per the County's adopted fee schedules for College excepted development project remaining under County control.

7. The parties agree that the County shall retain administrative and regulatory control over the Campus as to all regulations affecting alcohol sales, including enforcing all applicable alcoholic sales ordinances and liquor sales permits for matters arising on or before June 30, 2017. After June 30, 2017, all alcohol sales on the Campus shall be subject to the jurisdiction of the Village. The County will supply Village with all alcoholic sale ordinances and liquor sales permits that will become the jurisdiction of the Village.

8. The College agrees that after June 30, 2017 that it shall pay the Village all permit fees and for all reviews, inspections and other services performed by the Village at the fee, rate, or charge assessed the public for such fees and services per the Village's adopted fee schedules.

9. Subject to any exceptions specifically identified in this First Amendment, any College development or other activities that have been or shall remain subject to the County's administrative or regulatory control, under either the Intergovernmental Agreement or this First Amendment, shall not be subject to further review, oversight, or administrative or regulatory control by the Village.

10. Upon the Village's request, and at the Village's expense, the County shall timely provide the Village, or the Village's contractors or vendors, copies of all permitting applications, technical and engineering submittals, design plans, review comments or notes and inspection reports for any College Campus projects permitted, certified, or approved by the County pursuant to the Intergovernmental Agreement.

11. The parties agree to continue their respective indemnification obligations under the Intergovernmental Agreement for two years following the County's last act performed pursuant to Paragraph 3 above.

COLLEGE OF DUPAGE

By: _____
Chairman

Date: _____

Attest: _____
Secretary

COUNTY OF DUPAGE

By: _____
Chairman

Date: _____

Attest: _____
County Clerk

VILLAGE OF GLEN ELLYN

By: _____
President

Date: _____

Attest: _____
Village Clerk

EXHIBIT A

Exhibit A

LEGAL DESCRIPTION OF COLLEGE OF DUPAGE

THAT PART OF THE NORTHEAST QUARTER OF SECTION 27 AND PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89°26'46" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, ALSO BEING THE SOUTH LINE OF RAINTREE APARTMENT ASSESSMENT PLAT PER DOCUMENT NUMBER R69-008068 AND THE SOUTH LINE OF GREENBRIAR PLACE CONDO'S (1ST AMEND.) PER DOCUMENT NUMBER R2002-336765, A DISTANCE OF 1,345.12 FEET TO A POINT ON THE WESTERLY LINE OF RAINTREE UNIT 3 PER DOCUMENT NUMBER R71-43671; THENCE SOUTH 00°06'09" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 327.89 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID RAINTREE UNIT 3; THENCE SOUTH 85°10'51" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 467.66 FEET TO A POINT ON THE WESTERLY LINE OF MARTIN H. BRAUN'S ASSESSMENT PLAT PER DOCUMENT NUMBER R63-40803, ALSO BEING A POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY, ALONG SAID WESTERLY LINE, ALSO BEING A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 372.00 FEET, AN ARC LENGTH OF 145.71 FEET, A CHORD BEARING OF SOUTH 10°36'55" WEST AND A CHORD LENGTH OF 144.78 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID MARTIN H. BRAUN'S ASSESSMENT PLAT, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FAWELL BOULEVARD DEDICATED PER DOCUMENT NUMBER R80-19903; THENCE NORTH 89°23'39" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 777.83 FEET TO A POINT ON THE EASTERLY LINE OF SAID MARTIN H. BRAUN'S ASSESSMENT PLAT, ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PARK BOULEVARD; THENCE NORTH 13°06'00" EAST ALONG THE EASTERLY LINE OF SAID MARTIN H. BRAUN'S ASSESSMENT PLAT AND THE WESTERLY RIGHT OF WAY LINE OF PARK BOULEVARD, A DISTANCE OF 71.24 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 1 IN SAID MARTIN H. BRAUN'S ASSESSMENT PLAT; THENCE SOUTH 85°10'51" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 50.53 FEET TO A POINT ON THE CENTER LINE OF PARK BOULEVARD (AS MONUMENTED); THENCE SOUTHWESTERLY ALONG SAID CENTERLINE FOR THE FOLLOWING 2 COURSES: 1) THENCE SOUTH 13°06'00" WEST, A DISTANCE OF 700.78 FEET; 2) THENCE SOUTH 14°36'25" WEST, A DISTANCE OF 1196.24 FEET TO A POINT ON THE NORTHERLY LINE OF THE FIRST ADDITION TO ASHLAND'S ARBORETUM ESTATES PER DOCUMENT NUMBER 752019, FORMERLY KNOWN AS THE "P. SCHULZ LINE"; THENCE SOUTH 89°08'23" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 2,177.57 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 00°12'49" WEST ALONG SAID WEST LINE, ALSO BEING THE WESTERLY LINE OF SAID FIRST ADDITION TO ASHLAND'S ARBORETUM ESTATES, A DISTANCE OF 382.89 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27, ALSO BEING A POINT ON THE NORTH LINE OF FOXCROFT UNIT 2 PER DOCUMENT NUMBER R68-13710; THENCE SOUTH 88°47'49" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 1,313.96 FEET TO SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 00°06'15" EAST

ALONG THE EAST LINE OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 330.09 FEET TO A POINT ON A LINE THAT IS 330.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 88°47'49" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 470.00 FEET; THENCE SOUTH 55°30'56" WEST, A DISTANCE OF 73.03 FEET TO A POINT ON A LINE THAT IS 530.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00°06'15" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 290.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 27, ALSO BEING A POINT ON THE NORTH LINE OF FOXCROFT UNIT 3 PER DOCUMENT NUMBER R68-20041; THENCE SOUTH 88°47'49" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 AND THE NORTH LINE OF BRIARCLIFFE UNIT 1 PER DOCUMENT NUMBER R69-19634, A DISTANCE OF 783.82 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 00°00'17" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 AND THE EAST LINE OF BRIARCLIFFE LAKES CONDOMINIUMS PER DOCUMENT NUMBER R77-021190, A DISTANCE OF 2,689.41 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FAWELL BOULEVARD DEDICATED PER DOCUMENT NUMBER R80-19903; THENCE NORTH 89°01'54" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 2,637.93 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THOSE PARTS FALLING IN PARK BOULEVARD, FAWELL AVENUE (22ND STREET), AND LAMBERT ROAD.

P.I.Ns: 05-26-100-013
05-26-100-014
05-26-100-015
05-27-200-008
05-27-200-009
05-27-200-011
05-27-200-012

Aerial Map to follow

EXHIBIT B

COLLEGE OF DUPAGE – VILLAGE OF GLEN ELLYN DRAFT AGREEMENT

1. The Village of Glen Ellyn “Village” and the College of DuPage “College” enter into this agreement, subject to the acceptance by the County of DuPage “County”.
2. The Village shall transfer all regulatory control and authority over the College, its property and operations on the campus to the County and State of Illinois authority.\
3. The College shall pay all applicable Village taxes, including but not limited to sales, utility, and hotel and motel taxes, unrelated to regulatory control transferred to the County.
4. The College shall recognize the jurisdiction of the County, but may seek variances, waivers or changes in County ordinances, consistent with State law.
5. The Village will serve the College with water and sewer at residential rates during the term of this Agreement. The College will use these services during the term of this Agreement.
6. The Agreement shall have an initial term of five years. Before the end of each five year term, the parties may, upon one year’s written notice:
 - A. Renew this Agreement,
 - B. Exercise a de-annexation option from the Village pursuant to the terms set forth in Exhibit A, attached and incorporated into this Agreement,
 - C. Agree that the College remains in the Village, subject to its jurisdiction; or
 - D. Provided, however, upon no written notice, elect to automatically renew this agreement for another five year term.
7. At the end of twenty years, this Agreement shall automatically renew unless terminated as provided in Paragraph 6, for successive five year terms.
8. Any disconnection shall be by Court Order pursuant to the terms of Exhibit A, with the Village waiving any objections and any conditions required by law. The Village shall not take any actions that would prevent the College from being legally able to de-annex from the Village.
9. The current court case, 2010CH356, and ordinance citations shall be dismissed with prejudice, each party bearing their own fees and costs. The Village releases the College from any Ordinance Violations alleged to have occurred prior to the date of this Agreement. The College agrees to pay agreed upon inspection fees and the Village agrees to continue inspections on the BIC East, until jurisdiction is transferred pursuant to Paragraph 2.

10. The College may obtain fire protection service from a provider of their choice, without objection or interference by the Village.
11. The College shall request supplemental police protection from the County, rather than the Village.
12. If the Village performs any work on College or Village property, and work damages any College improvements/installations (i.e. trees and other landscaping), the Village shall restore such improvements/installations to their original condition. This provision is reciprocal.
13. The Court, Judge Hollis L. Webster, if available, or any Judge sitting in Chancery Courtroom 2005, retains jurisdiction to enforce the terms of this Agreement. In the event of an enforcement action in Circuit Court, the prevailing party will be entitled to reasonable fees from the non-prevailing party.

Robert B. ... 2/7/12
[Signature] 2/7/12

Exhibit A

1. The Village agrees that the College shall have the option of purchasing water and/or sewer services from the Village at the 1.125% of residential rate. The College commits to continue to purchase water and sewer for a minimum of three years following de-annexation pursuant to the terms set forth above, and the Village will commit to provide these services.
2. The college shall keep those parts of its property annexed into the Village minimally required by law to maintain Village contiguity for new annexations from Park Boulevard to the City of Wheaton border, with annexations being subject to Paragraph 8 of the attached Agreement.
3. The College shall provide the Village with an easement for a future water line to service areas south of the College, subject to the College's approval of:
 - a. The location
 - b. The project specifications and conditions, and
 - c. The Village's full restoration of the affected areas.Approval shall not be unreasonably denied.
4. The College will provide the Village with a license for the Village's existing lift station on College property until the Village removes the lift station and existing sewer lines for which a bill of sale and easement has not been granted. Rent for such license agreement shall be included and paid for through the discount afforded the College in Paragraph 1 of this Exhibit A.
5. The College shall obtain fire protection service from another agency or by agreement with the Village of Glen Ellyn Fire Company.
6. The College commits that it will not improve property north of Fawell with a building.


