

VIA E-MAIL

Sept. 10, 2014

Mr. Kirk Allen
P.O. Box 593
Kansas, IL 61933
Kirk@illinoisleaks.com

Re: Your Freedom of Information Act Request dated July 11, 2014

Dear Mr. Allen:

On Sept. 3, 2014, the College of DuPage ("College") received your two Freedom of Information Acts ("FOIA") request via email dated Sept. 3, 2014. Your request stated as follows.

Copy of the agreements referenced in the text below which was in the Special Board Meeting minutes on February 21st, 2012 – Item #8. (Agreement between COD and Village of Glen Ellyn and the Operational Agreement prepared by DuPage County).

Copy of the "settlement agreement" in the New Business Approval document referenced in the text below (Settlement agreement between COD and the Village of Glen Ellyn)

The documents responsive to your request are contained in the attached PDF file.

Very truly yours,



Barbara Mitchell
Freedom of Information Officer
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
630-942-2373

Attachments

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

WHEREAS, the College of DuPage, the County of DuPage and the Village of Glen Ellyn (collectively the “parties”) are committed to acting in the best interests of the citizens of their respective and collective communities; and

WHEREAS, the College of DuPage, Community College District #502 (“College”) is a unit of local government, which owns and operates a campus of over 270 acres, (“Campus”), which is currently located within the corporate boundaries of the Village of Glen Ellyn, (“Village”)(a list of the Parcel Identification Numbers for each Campus parcel and an aerial photograph [or map] delineating the properties comprising the Campus is attached and incorporated hereto as Exhibit A); and

WHEREAS, the College and the Village have had disagreements with regard to the jurisdiction of authority over certain regulations, such as building codes, zoning and sign codes, which disagreements have resulted in litigation, namely 2010 CH 356 pending in the Eighteenth Judicial Circuit Court, DuPage County (the “Litigation”); and

WHEREAS, the parties have determined that transferring Village regulatory control and authority as described below from the Village to the County of DuPage (“County”), would facilitate and improve the administration and enforcement of those matters; and

WHEREAS, the parties are willing to take such actions as are required to enable the County to administer and enforce certain County ordinances, by direct jurisdiction or through the Village’s adoption thereof, over the College’s Campus; and

WHEREAS, the County agrees to administer and enforce certain regulatory ordinances with respect to the College’s Campus in accordance with this Intergovernmental Agreement, (“Agreement”), and to otherwise facilitate resolution of the Litigation which was mediated to settlement on February 7, 2012 (A copy of the Mediation Agreement [or any subsequent court order or agreement] is attached and incorporated hereto as Exhibit B); and

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 and the power of the Circuit Court of DuPage County to order parties to take action as part of a settlement of filed lawsuits, and in consideration of the benefits achieved by all of the parties, which constitutes adequate consideration for an intergovernmental agreement, the parties do agree, as follows:

1. In accordance with Illinois law, the Village shall take immediate action to transfer to the County, and the County shall assume administrative and regulatory control

over the Campus as if the Campus were unincorporated property except for ordinances related to taxation, roadways, traffic control and police protection (including specifically, but not limited to, routine police patrols and investigating criminal conduct) over which the Village shall retain jurisdiction. The Glen Ellyn Fire Company shall also retain jurisdiction with regards to life safety code enforcement so long as the College seeks first responder fire protection services from the Village. The County shall not accept any additional Village delegations of administrative and regulatory control, which it has not expressly requested. The Village and County agree to take such further action as the County deems necessary or prudent, including the Village's adoption of County ordinances and subsequent amendments thereto, applicable only to the Campus, in order to implement the mediated settlement and this Agreement. The College agrees to accept County regulatory control and authority, and direct jurisdiction as applicable, over the Campus property and any buildings, structures or uses located thereon, but the College may seek variations, amendments or other forms of relief from the applicable regulations as permitted under state law or applicable ordinance. The County shall not delegate any of the regulatory responsibilities back to the Village during the term of this Agreement except in the event of a termination in accordance with Paragraph 7.

2. The County shall promptly adopt zoning regulations with respect to the College and Campus, and any future developments. Until new zoning regulations have been adopted, the College agrees to abide by the applicable County zoning classification, R-1, as established by law, and the County agrees to utilize said classification, as necessary, in its administration and enforcement of all other regulations until new zoning regulations are adopted.

3. The College recognizes and agrees that any requests for supplemental police protection by, or mutual assistance from, the DuPage County Sheriff or other municipality shall be addressed in a separate agreement or compact and that no such obligations arise under this Agreement.

4. The College agrees 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.

5. Upon request, and at no charge to the County, the Village and College shall timely provide the County, or the County's contractors or vendors, copies in their possession of all permitting applications, technical and engineering submittals, design plans, review comments or notes and inspection reports for any pending Campus projects, including the BIC East project.

6. This Agreement shall be in full force and effect from the date at which the last of the Corporate Authorities of the three parties shall authorize its execution, ("effective date") which may take place in multiple counterparts.

7. The initial term of this Agreement shall be for five (5) years from the date set forth in Paragraph 6, above, ("Initial Term") and shall remain in full force and effect

unless otherwise terminated by the County in accordance with this paragraph due to a breach. Following the Initial Term, this Agreement shall automatically renew on the fifth anniversary of its effective date for successive five (5) year terms (individually "Subsequent Renewal Term") without the need for further action by the parties. However, the College or Village may terminate this Agreement by giving written notice to the other parties not less than one (1) year prior to the expiration date of the Initial Term, or of any Subsequent Renewal Term, in which event this Agreement shall not automatically renew and shall terminate on the expiration date of the then current term. Such termination (non-renewal) notice shall be accompanied by a resolution or ordinance by that party's governing board declaring that party's intention to terminate this Agreement. Except in the event of a breach, as provided for below, the County may terminate this Agreement at any time after completion of the Initial Term. The County shall give not less than ninety (90) days written notice to the other parties of its intent to terminate, whereupon the Agreement shall terminate on the later date of either: (i) the ninety-first (91st) day following said notice; or, (ii) the expiration date of the Initial Term; unless the parties agree to a different termination date. The parties agree that, in the event of a termination, the County shall retain jurisdiction and authority over any work, construction, alteration, remodeling, demolition or relocation of any building, structure or improvement (project) commenced prior to the termination notice. In those cases, County jurisdiction over a project shall continue in full force and effect until the County issues final approval for the project in the manner specified in the applicable ordinance(s), unless the parties agree otherwise. Notwithstanding the foregoing, the County may terminate this Agreement at any time, after giving not less than seven (7) days written notice to the other parties, in the event that the County determines that any party has materially breached this Agreement and the breaching party fails to cure or remedy such breach within a reasonable time after receiving notice of such breach. The decision of the County regarding the existence of a breach, or whether such breach has been remedied or cured, shall be in the County's sole discretion and shall be accepted by all parties. In the event of any termination of this Agreement Paragraph 9, below, shall control.

8. The Village and College agree to indemnify, defend and hold the County harmless, jointly and severally, from any claim, demand or lawsuit which challenges any party's authority to enter into this Agreement, or any party's authority to do any act contemplated herein, or the Village's enactment of any regulation applicable to the Campus. In the event the County makes a written claim to be indemnified or defended, the obligations of the Village and the College shall commence. Provided, however, that if a claim is made and while such claim is in effect, any party may terminate this Agreement and give seven (7) days written notice thereof to the other parties. The County may, at its discretion, either suspend its performance under this Agreement while any such claim, demand or litigation is pending or terminate this Agreement in such case Paragraph 9, below, shall control. The County's exercise of this contingency shall be effective after giving the other parties seven (7) days written notice. The Village and the College shall be obligated under this paragraph for their obligations arising out of any act or omission by the County prior to the effective date of the termination of this Agreement. The Village's and the College's obligations under this paragraph shall survive such termination. Further, the County may defend through the selection and use

of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against it. Pursuant to Illinois law, the attorney representing the County under this paragraph shall be the State's Attorney. The County's participation in its defense shall not relieve the other parties' duty to indemnify, defend, and hold the County harmless, as set forth above. The County does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it under the law.

9. If this Agreement is terminated, or suspended, at any time, as provided in this Agreement or otherwise, then the College and Village shall return to the Circuit Court to determine if they can mediate any then current disputes under the law then in force. If mediation should fail, then the provisions of Section 6 of the previously mediated agreement between the College and Village shall govern.

COLLEGE OF DUPAGE

By: [Signature]
Chairman
PRESIDENT

Date: 4/9/12

Attest: [Signature]
Secretary

COUNTY OF DUPAGE

By: [Signature]
Chairman

Date: 3/13/12

Attest: [Signature]
County Clerk

VILLAGE OF GLEN ELLYN

By: [Signature]
President

Date: 4/9/12

Attest: [Signature]
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°28'46" 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



THE UNIVERSITY OF VIRGINIA
SCHOOL OF ARCHITECTURE
1210 UNIVERSITY AVENUE
CHARLOTTESVILLE, VA 22904
TEL: (804) 924-7200
FAX: (804) 924-7201
WWW.VIRGINIA.EDU

REVISIONS

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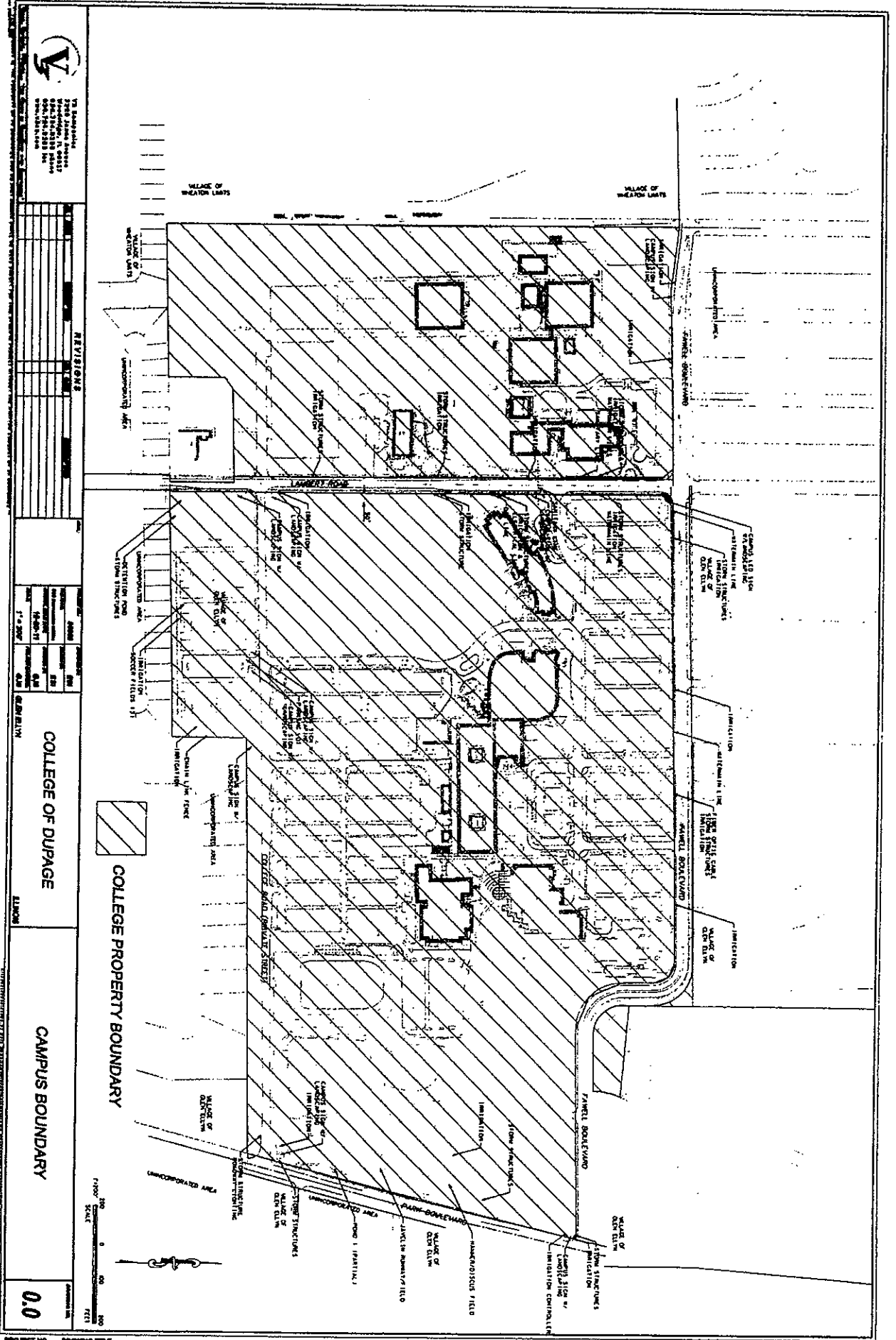
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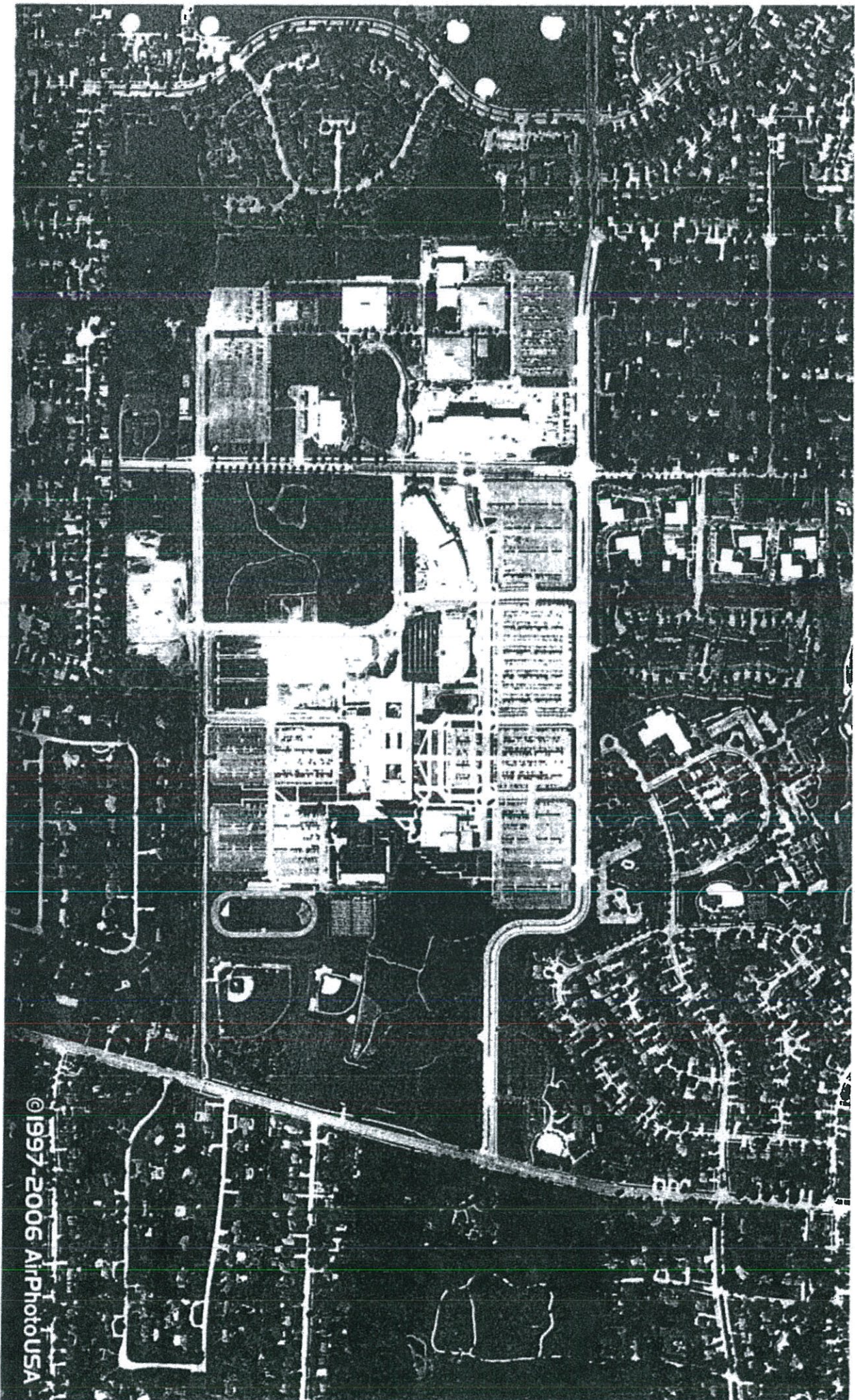
COLLEGE OF DUPAGE

ILLINOIS

CAMPUS BOUNDARY

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©1997-2006 AirPhotoUSA

EXHIBIT B

COLLEGE OF DUPAGE – VILLAGE OF GLEN ELLYN DRAFT AGREEMENT

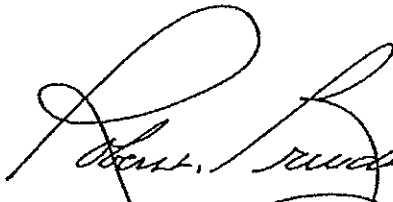
1. The Village of Glen Ellyn "Village" and the College of DuPage "College" enter into this agreement, subject to the acceptance by the County of DuPage "County".
2. The Village shall transfer all regulatory control and authority over the College, its property and operations on the campus to the County 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.

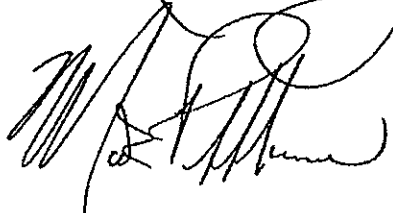
10. The College may obtain fire protection service from a provider of their choice, without objection or interference by the Village.
11. The College shall request supplemental police protection from the County, rather than the Village.
12. If the Village performs any work on College or Village property, 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.


Paul Lewis 2/7/12


[unclear] 2/7/12

STATE OF ILLINOIS)
)SS
COUNTY OF DU PAGE)

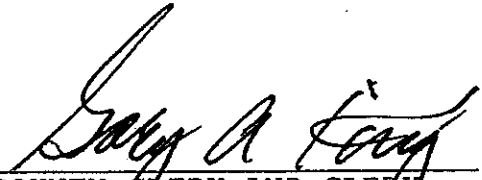
I, GARY A. KING, COUNTY CLERK AND CLERK OF THE
COUNTY BOARD IN THE COUNTY AND STATE AFORESAID, AND
KEEPER OF THE RECORDS AND FILES THEREOF, DO HEREBY
CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF

A RESOLUTION

ADOPTED BY THE COUNTY BOARD AT A MEETING HELD AT THE
DU PAGE CENTER, 421 NORTH COUNTY FARM ROAD, WHEATON,
ILLINOIS, ON THE 13TH DAY OF MARCH, A.D. 2012.

ALL OF WHICH APPEARS FROM THE RECORDS OF THE
PROCEEDINGS OF SAID COUNTY BOARD NOW IN MY OFFICE
REMAINING.

GIVEN UNDER MY HAND AND OFFICIAL SEAL AT WHEATON,
ILLINOIS, THIS 14TH DAY OF MARCH, A.D. 2012.


COUNTY CLERK AND CLERK
OF THE COUNTY BOARD OF
DU PAGE COUNTY, ILLINOIS

STATE OF ILLINOIS UNITED STATES OF AMERICA COUNTY OF DU PAGE
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

College of DuPage

vs

Village of Glen Ellyn

10 CH 3510
CASE NUMBER

File Stamp Here

ORDER

This matter coming on to be heard, the Court being fully advised in the premises and having jurisdiction of the subject matter, IT IS HEREBY ORDERED:

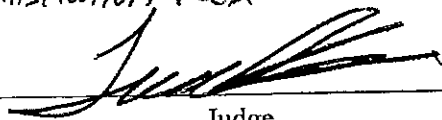
1. This Court referred this case to Judge Webster for mediation which resulted in a Mediation Settlement Agreement ("Agreement") between the College and Village. As part of the Agreement, the College, Village and County of DuPage entered into an Intergovernmental Agreement ("IGA") by which the County, Village and College have agreed to certain undertakings and will engage in concurrent jurisdiction as set forth in the IGA. At the request of the College, Village and County, this Court has reviewed and approves the terms of both the Agreement and IGA. The College and Village agree that the County may intervene, if it decides to do so, to enforce the terms of the IGA.

2. All previously issued Village Ordinance citations to or naming Tom Gleser, the College or any other College employee are hereby transferred to this Court by agreement and dismissed with prejudice and without costs.

3. The College's Complaint and Village's Counterclaim are hereby dismissed with prejudice with each side bearing its own costs and fees. This Court retains jurisdiction over the parties to enforce the terms of the Agreement and the IGA, and any disputed Village construction administration fees.

Name: Florey, RSVLT PRO SE
DuPage Attorney Number: 71876
Attorney for: COD
Address: 55 W. Monroe, Ste 800
City/State/Zip: Chicago, IL 60603
Telephone: 312-332-7760

ENTER: any disputed Village construction administration fees.


Judge

Date: April 24, 2012

COLLEGE OF DUPAGE
SPECIAL BOARD MEETING

NEW BUSINESS APPROVAL

1. SUBJECT

Ratification of Agreement between College of DuPage and Village of Glen Ellyn and approval of the Operational Agreement prepared by DuPage County.

2. REASON FOR CONSIDERATION

The Board of Trustees must ratify the recently executed agreement between College of DuPage and Village of Glen Ellyn and approve the Operational Agreement prepared by the County.

3. BACKGROUND INFORMATION

The College of DuPage Board of Trustees empowered President Breuder and the Village of Glen Ellyn Board empowered President Pfefferman to execute an agreement between both bodies that would alter the current relationship between the two organizations. Such an agreement was executed on February 7, 2012 through mediation assistance provided by Judge Hollis Webster. The agreement was signed by both President Pfefferman and President Breuder. Subsequently, the County prepared the Operational Agreement which contains additional provisions requested by the County.

4. RECOMMENDATION

That the Board of Trustees ratifies the agreement executed by Presidents Pfefferman and Breuder on February 7, 2012 and the Operational Agreement as herein presented subject to final approval by the College attorneys.

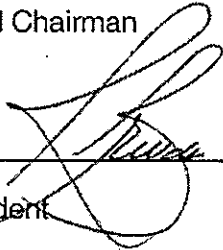
SIGNATURE PAGE FOR RATIFICATION OF AGREEMENT WITH THE VILLAGE OF GLEN ELLYN AND APPROVAL OF THE OPERATIONAL AGREEMENT PREPARED BY THE COUNTY

ITEM(S) ON REQUEST

That the Board of Trustees ratifies the agreement executed by Presidents Pfefferman and Breuder on February 7, 2012 and the Operational Agreement as herein presented subject to final approval by the College attorneys.

Board Chairman

Date



2.17.12

President

Date

**COLLEGE OF DUPAGE – VILLAGE OF GLEN ELLYN
DRAFT AGREEMENT**

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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:
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 - B. Exercise a de-annexation option from the Village pursuant to the terms set forth in Exhibit A, attached and incorporated into this Agreement,
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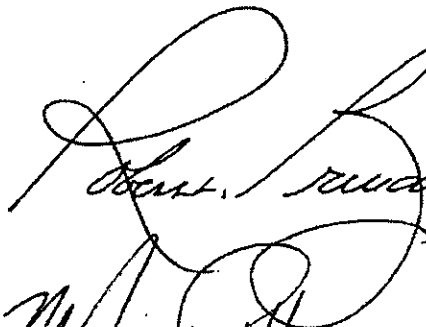
10. The College may obtain fire protection service from a provider of their choice, without objection or interference by the Village.
11. The College shall request supplemental police protection from the County, rather than the Village.
12. If the Village performs any work on College or Village property, 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.


Hollis L. Webster 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.


Robert B. Smith 2/7/12


[unclear] 2/7/12

New Business
Item 10.B.3)
March 15, 2012

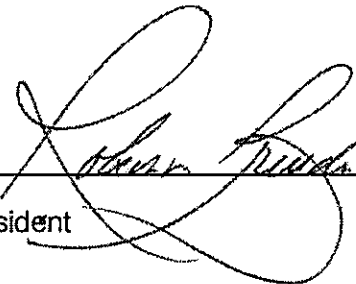
COLLEGE OF DUPAGE
SPECIAL BOARD MEETING

NEW BUSINESS APPROVAL


SIGNATURE PAGE FOR APPROVAL OF PETITION TO ANNEX THE COLLEGE
INTO THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT SUBJECT TO
FINAL APPROVAL BY THE COLLEGE ATTORNEYS.

ITEM(S) ON REQUEST

That the Board of Trustees approves the Joint Petition to Annex the College into the Lisle-Woodridge Fire Protection District subject to final approval by the College attorneys.



President



Date

**BEFORE THE BOARD OF TRUSTEES OF THE
LISLE-WOODRIDGE FIRE PROTECTION DISTRICT**

IN RE: :
 :
 :
 Petition of Board of Trustees of Community :
 College District #502 and the Glenfield :
 Baptist Church to annex territory to :
 the Lisle-Woodridge Fire Protection District :

JOINT PETITION TO ANNEX TERRITORIES

NOW COME the Petitioners, Board of Trustees of Community College District #502 (“College”) and the Glenfield Baptist Church (“Church”) (collectively hereinafter “Petitioners”), pursuant to 70 ILCS 705/3(b), and hereby petition the Board of Trustees of the Lisle-Woodridge Fire Protection District (hereinafter “District”) to annex to said Fire Protection District the following described property:

See attached Exhibit A

(hereinafter “the Properties”).

In support of their petition, Petitioners states as follows:

1. The foregoing described Properties are commonly known as the College of DuPage and is currently used as a community college campus and the Glenfield Baptist Church which is a religious institution.
2. The Properties are contiguous to the District’s current boundaries.
3. The Properties are situated in the Village of Glen Ellyn.
4. The Village of Glen Ellyn does not operate a fire department.
5. The Properties are not situated within the boundaries of any other fire protection district.

6. The Properties are in an area of completely contiguous territories situated entirely within DuPage County.

7. The Properties are so situated that the destruction by fire of the buildings and other property therein is hazardous to the lives and property of the public.

8. The Properties are so situated that the inclusion of the Properties within a fire protection district will advance the prevention and control of fire, and will conduce to the promotion and protection of the health, safety, welfare and convenience of the public.

9. The Properties are so situated that they do not divide any city, village or incorporated town.

10. The Properties are owned by the Petitioners.

11. Petitioners, Board of Trustees of Community College District #502 and the Glenfield Baptist Church as owners of the Properties, deems it to be in the best interest of the College, the Church and in the best interest of the public to annex the Property to the District, and therefore said Board desires that the Property become a part of the District.

12. Petitioners are willing that the Property assume a proportionate share of the bonded indebtedness of the District, which the District states is none, as required by law.

13. This Petition was authorized by resolution of the Board of Trustees adopted at its regular meeting on March 15, 2012 and the Church on March 11, 2012 based on the agreement by the District that the District would not charge the College or the Church any fees or other expenses as a result of and after being annexed into the District except for the alarm transmission fees if the College or Church select the District to transmit alarm signals. Furthermore, in the event that the College or Church would seek to de-annex from the District at some later date, the District agrees not to object to such de-annexation.

WHEREFORE, the Petitioners, Board of Trustees of Community College District #502 and Glenfield Baptist Church, hereby petition that the aforementioned Properties be annexed to and become a part of the Lisle-Woodridge Fire Protection District.

GLENFIELD BAPTIST CHURCH,
Petitioner

BOARD OF TRUSTEES OF COMMUNITY
COLLEGE DISTRICT #502, Petitioner

By: _____

By: _____
President

ATTEST:

Secretary

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

**LEGAL DESCRIPTION
OF
GLENFIELD BAPTIST CHURCH**

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE WEST ON THE SOUTH LINE THEREOF FOR A DISTANCE OF 530.00 FEET; THENCE NORTH PARALLEL TO THE EAST LINE THEREOF FOR A DISTANCE OF 290.00 FEET; THENCE NORTHEASTERLY FOR A DISTANCE OF 72.11 FEET TO A POINT 330.00 FEET NORTH AND 470.00 FEET WEST OF THE SOUTHEAST CORNER THEREOF (AS MEASURED ON PARALLEL LINES); THENCE EAST 470.00 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 330.00 FEET TO THE POINT OF BEGINNING; (EXCEPTING THEREFROM A PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SAID POINT

BEING ALSO THE SOUTHWEST CORNER OF LAMBERT ROAD AS DEDICATED BY DOCUMENT NO. R80-19903; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, BEING ALSO ALONG THE WESTERLY LINE OF SAID LAMBERT ROAD, 330.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LAMBERT ROAD; THENCE SOUTH 88 DEGREES 30 MINUTES 52 SECONDS WEST 29.97 FEET TO A POINT ON THE WESTERLY LINE OF SAID LAMBERT ROAD AS DEDICATED BY DOCUMENT R80-19903; THENCE SOUTH ALONG SAID WESTERLY LINE EXTENDED SOUTHERLY FOR 330.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING 29.53 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG SAID SOUTH LINE 29.53 FEET TO THE POINT OF BEGINNING) IN DU PAGE COUNTY, ILLINOIS

P.I.N.: 05-27-200-010