

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Nicole Aranas, Village Manager

DATE: July 22, 2026 **(BOT) Date:** August 20, 2026

SUBJECT: Intergovernmental Agreement between the Village of Lombard, the Village of Glen Ellyn and the Glenbard Wastewater Authority regarding construction activity located at the Lombard Combined Sewer Overflow (CSO) facility located along Hill Avenue

SUBMITTED BY: Carl S. Goldsmith, Director of Public Works 

BACKGROUND/POLICY IMPLICATIONS:

A Resolution authorizing the signature of the President and Clerk on an Intergovernmental Agreement between the Village of Lombard, Village of Glen Ellyn and the Glenbard Wastewater Authority regarding the construction of a fire training tower at the Lombard Combined Sewer Overflow (CSO) facility.

Fiscal Impact/Funding Source:

Review (as necessary):

Finance Director _____ Date _____

Village Manager _____ 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.



July 22, 2026

TO: Village President and Board of Trustees

THROUGH: Nicole Aranas, Village Manager

FROM: Carl Goldsmith, Director of Public Works 

SUBJECT: Intergovernmental Agreement between the Village of Lombard, the Village of Glen Ellyn and the Glenbard Wastewater Authority regarding the construction of a Joint Training Tower at the Lombard Combined Sewer Overflow (CSO) facility

Background

Public Works staff has been coordinating with the Village of Glen Ellyn on a proposed fire training tower to be located at the Lombard Combined Sewer Overflow (CSO) facility located along Hill Avenue immediately west of the East Branch DuPage River. The CSO property and facilities are owned by the Village of Lombard but are operated as part of the Glenbard Wastewater Authority (GWA).

The proposed training tower is currently not approved for funding nor have plans been developed for the project; however, the Village of Glen Ellyn is seeking grant funding to cover a portion of the project. The Glen Ellyn Fire Company is currently using the CSO facility to run training evolutions, which are being conducted in an existing maintenance building. The maintenance building is in need of significant upgrades to make it suitable for the current and proposed use in conjunction with the training tower. As such, the communities and GWA have developed an intergovernmental agreement to cover the improvements to the maintenance facility and a future training tower.

The proposed IGA has been negotiated between the three (3) parties and provides the following:

- ✓ The Village of Lombard will continue to own the CSO facilities.
- ✓ The Village of Glen Ellyn shall be solely responsible for all costs associated with the design, construction, permitting, operation, maintenance, repair, and replacement of the facility and maintenance of the existing maintenance building at the CSO facility. Glen Ellyn has received a commitment for a \$50,000 grant to cover a portion of the project costs.
- ✓ Glen Ellyn and the Glen Ellyn Fire Company may use the facility and allow and authorize other parties to use the Facility for fire training purposes subject to approval by the parties.

- ✓ Glen Ellyn shall be responsible for maintenance and operational expenses of the Facility, except if costs are shared under separate agreements.
- ✓ The Lombard Fire Department will have access to the CSO facilities for fire training purposes.
- ✓ Glen Ellyn shall pay for all utility service costs, including all costs associated with bringing utility service to the Facility, if applicable, and any applicable deposits or pay GWA for costs associated with all training operations.
- ✓ Glen Ellyn shall pay the Village of Lombard \$1.00 under the terms of the agreement.
- ✓ The term of the agreement is fifty (50) years.
- ✓ Glen Ellyn will have access to the portion of the site as depicted in Exhibit A of the IGA.

Village staff and the Village Attorney have reviewed the IGA and recommend approval of the IGA. The IGA is consistent with past agreements executed by the Village of Lombard and other units of local government pursuant to the Intergovernmental Cooperation Act.

I respectfully request that this item be placed on the Village Board's agenda for the August 20, 2026 meeting for consideration by the corporate authorities.

Recommendation

Staff recommends that the Village Board of Trustees approve an Intergovernmental Agreement between the Village of Lombard, Village of Glen Ellyn and the Glenbard Wastewater Authority regarding the construction of a Joint Training Tower at the Lombard Combined Sewer Overflow (CSO) facility.

RESOLUTION

R ____ - 26

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement between the Village of Lombard, the Village of Glen Ellyn and the Glenbard Wastewater Authority regarding construction activity located at the Lombard Combined Sewer Overflow (CSO) facility located along Hill Avenue.

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

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 agreement as attached hereto.

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

Adopted this _____ day of _____, 2026.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2026.

Anthony Puccio
Village President

ATTEST:

Ranya Elkhatib
Village Clerk

**INTERGOVERNMENTAL LEASE AGREEMENT BETWEEN
THE VILLAGE OF GLEN ELLYN, THE VILLAGE OF LOMBARD
AND THE GLENBARD WASTEWATER AUTHORITY**

THIS INTERGOVERNMENTAL LEASE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2026, by the Village of Glen Ellyn, an Illinois home rule municipal corporation, (hereinafter referred to as the "Glen Ellyn"), the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as "Lombard"), and the Glenbard Wastewater Authority, an Illinois municipal joint action agency (hereinafter referred to as "GWA"). Glen Ellyn, Lombard and the GWA may also be referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, Glen Ellyn, Lombard and the GWA are public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the GWA operates a combined sewer overflow facility on property owned by Lombard located at 601 Hill Avenue, Lombard, Illinois 60148 (hereinafter referred to as the "Property"); and

WHEREAS, the Parties desire to cooperate in the construction, operation, and maintenance of a fire training facility at the Property for the benefit of Glen Ellyn and other applicable parties as determined by Glen Ellyn and approved by Lombard, including, but not limited to, the Glen Ellyn Volunteer Fire Company (hereinafter referred to as the "Facility");

WHEREAS, the property upon which the Facility shall be constructed is depicted in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Premises"); and

WHEREAS, pursuant to the terms set forth herein, the Parties have determined to enter into this Agreement to provide for the terms by which Glen Ellyn shall construct, operate, and maintain the Facility at the Property, all pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act.

NOW, THEREFORE, pursuant to the authority set forth above and any other applicable laws, and in consideration of the mutual covenants and obligations contained herein, it is agreed between the Parties as follows:

SECTION 1. RECITALS INCORPORATED.

- 1.1. The above recitals are incorporated herein by reference as though fully set forth.

SECTION 2. LOMBARD'S RESPONSIBILITIES.

- 2.1. Lombard shall retain ownership of the Property.
- 2.2. Lombard authorizes Glen Ellyn to use the Property for the construction, operation, and maintenance of the Facility, subject to the terms of this Agreement.
- 2.3. In the event Lombard participates in the Facility's use for fire training purposes, Lombard shall contribute toward maintenance and operational expenses pursuant to a cost-sharing formula mutually agreed upon by Glen Ellyn and Lombard, in the same manner that future fire departments may pay for the use of the Facility.
- 2.4. Lombard authorizes the Glen Ellyn Volunteer Fire Company to have access to the Property for fire training purposes.
- 2.5. Lombard may use the facility and allow and authorize other applicable parties to use the Facility for fire training purposes in its discretion, subject to notice to Glen Ellyn. A Lombard representative must be present to provide access to the site to authorized parties. Dates and times of training will be coordinated between the two entities.

SECTION 3. GWA RESONSIBILITIES.

- 3.1. Lombard shall permit Glen Ellyn to construct and operate the Facility at the Property, subject to operational coordination requirements necessary for the continued operation of the combined sewer overflow facility at the Property by GWA.
- 3.2. GWA shall provide Glen Ellyn and Lombard with reasonable access to the Property for fire training purposes at mutually agreed upon times and in a manner that does not interfere with GWA operations. Such approval shall apply to other applicable parties as defined in this Agreement.
- 3.3. GWA shall continue to have access to the garage as a shared space for storage and have sole use of the concrete pad adjacent to the existing garage.

SECTION 4. GLEN ELLYN RESPONSIBILITIES.

- 4.1. Glen Ellyn shall be solely responsible for all costs associated with the design, construction, permitting, operation, maintenance, repair, and replacement of the Facility and maintenance of the existing garage on the premises.

4.2. Glen Ellyn may use the facility and allow and authorize other applicable parties to use the Facility for fire training purposes in its discretion, subject to notice to Lombard, including, but not limited to, the Glen Ellyn Volunteer Fire Company. A Glen Ellyn representative must be present to provide access to the site to authorized parties. Dates and times of training will be coordinated between the two entities.

4.3. Glen Ellyn shall be responsible for the ongoing maintenance and operational expenses of the Facility, except to the extent such costs are shared pursuant to separate agreements or mutually agreed cost-sharing arrangements with participating parties, including Lombard.

4.4. Glen Ellyn authorizes the Lombard Fire Department to have access to the Property for fire training purposes.

4.5. Glen Ellyn shall ensure that all activities conducted at the Facility comply with applicable federal, state, and local laws and regulations.

SECTION 5. AGREEMENT TERM.

5.1. Glen Ellyn shall lease the Premises from Lombard for one dollar (\$1.00) for a period of fifty (50) years beginning on the effective date of this Agreement as defined herein.

SECTION 6. LEASED PROPERTY.

6.1. Glen Ellyn shall lease the Premises from Lombard as depicted in Exhibit A attached hereto and incorporated herein by reference. The Premises and the Property shall be and remain the sole property of Lombard, and Glen Ellyn shall have only the privilege of use of the Premises and Property provided in this Agreement.

6.2. Glen Ellyn shall comply in every respect with all rules, orders, regulations, ordinances, statutes, and laws of all governmental units having jurisdiction over the Property and Glen Ellyn's use of the Property.

6.3. Lombard shall not vacate, abandon or otherwise transfer ownership of the Property at any time during the Agreement term unless this Agreement is terminated by the mutual consent of the Parties pursuant to Section 12 below.

6.4. GWA have the right to utilize the existing building at the Facility for GWA operations and maintenance activities.

SECTION 7. UTILITY SERVICE AND OTHER COSTS.

7.1. GWA shall provide snow and ice removal services, grass and weed cutting and all other ancillary services at the Property similar to what services was provided by GWA prior to construction of the Facility.

7.2. Glen Ellyn shall be responsible for the payment of all telephone, data transmission, electronic and computer services and any other specialized services for Glen Ellyn's operations at the Property.

7.3. Glen Ellyn shall pay for all utility service costs, including all costs associated with bringing utility service to the Facility, if applicable, and any applicable deposits or pay GWA for costs associated with all training operations. Glen Ellyn shall continuously always maintain in effect such required utility services for the Facility that are separately metered and shall pay for such utility services on or before any applicable due dates.

7.4. Glen Ellyn shall be responsible for waste removal for the Facility by reimbursing costs associated with all training operations.

7.5. Any other services to be provided to Glen Ellyn shall be pursuant to a separate intergovernmental agreement.

SECTION 8. PARKING OF VEHICLES AND SIGNAGE.

8.1. During the term of this Agreement, Glen Ellyn shall have the right to park Glen Ellyn vehicles or the vehicles of other applicable parties as determined by the Village at the Property provided that do not interfere with GWA operations. During the term of this Agreement, Glen Ellyn shall have the right to place, maintain, and erect at the Property, signage subject to Lombard and GWA's review and approval for parking purposes. All such signage shall be removed upon the expiration or termination of this Agreement. Vehicles shall not be permitted to be stored at the Facility overnight or when training activities are not occurring at the Property.

SECTION 9. GLEN ELLYN'S MAINTENANCE.

9.1. Glen Ellyn shall always be responsible for the maintenance and repair of the interior of the Facility of whatsoever kind or nature. Glen Ellyn shall maintain the Facility in a clean, neat, and orderly condition and shall otherwise perform all repairs of housekeeping nature at the Facility subject to GWA's request for maintenance and repair..

9.2. Glen Ellyn shall abide by all GWA and Lombard requirements, rules and policies regarding access to the Property, provided, however, that such requirements, rules, and policies shall not restrict Glen Ellyn's ability to access the Property twenty-four (24) hours per day, provided that Glen Ellyn notifies GWA in advance and the training does not interfere with GWA operations.

9.3. The Parties agree that the Property shall be delivered "as is." All work not provided herein shall be performed by Glen Ellyn at Glen Ellyn's expense.

9.4. Glen Ellyn shall not, without the prior written consent of Lombard and GWA, make any alterations, improvements, or additions to the Property, except as set forth herein.

9.5. Glen Ellyn shall always keep the Property and Facility in good order, condition and repair and clean, sanitary and safe condition, including, but not limited to, doing such things as are necessary to cause the Property and Facility to comply with applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies. Glen Ellyn shall be responsible for all damages due to its use of the Property or Facility during the term of this Agreement or any construction activities at the Property.

SECTION 10. LIABILITY, INDEMNIFICATION AND LIENS

10.1. Lombard, Glen Ellyn, and GWA shall each indemnify, hold harmless and defend the other party, its officers, employees, agents and volunteers from any and all claims, suits, losses, liabilities, actions, costs and fees, including reasonable attorneys' fees, of every nature or description arising from, growing out of, or because of any act or omission, neglect, or misconduct of the Indemnifying Party, its officers, employees, agents, volunteers, contractors or subcontractors. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

10.2. Glen Ellyn shall contractually require all contractors and subcontractors doing any work, in, on or about the Property to indemnify, hold harmless and defend Lombard and GWA and their officers, employees, agents and volunteers from any and all claims, suits, losses, liabilities, actions, costs and fees, including reasonable attorneys' fees, caused or occasioned by or in connection with or arising out of any acts or omissions of Glen Ellyn's contractors or subcontractors. Glen Ellyn shall require all such contractors and subcontractors to provide Glen Ellyn with commercial general liability insurance coverage no less broad and with no lower limits than that provided for in Section 11 of this Agreement naming Lombard, and GWA and their officers, employees, agents and volunteers as additional insureds.

10.3. Nothing contained herein shall be construed as prohibiting the Lombard or Glen Ellyn their officers, employees, agents and volunteers from defending, through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. Lombard or Glen Ellyn shall be liable for the costs, fees and expenses incurred in the defense of any such claims, actions or suits.

10.4. Glen Ellyn shall keep the Property free and clear of any mechanic's and other liens arising out of or in connection with work or labor done, services performed, or materials furnished in connection with any maintenance or repair and in connection with any business of Lombard conducted at the Property. Glen Ellyn shall always promptly and fully pay and discharge all such liens or claims for liens and indemnify Lombard and GWA against such liens and claims of liens, suits, or other proceedings relative to them. If Glen Ellyn desires in good faith to contest

any such lien or related matter, Glen Ellyn shall notify Lombard and GWA in writing of Glen Ellyn's intention to do so.

10.5. No covenant or term contained in this Agreement shall be deemed to be the agreement of any official, agent, employee, consultant or attorney of Glen Ellyn, Lombard or GWA in their individual capacity, and no official, employee, consultant or attorney of Glen Ellyn, Lombard or GWA shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out the execution, delivery, and performance of this Agreement, or any failure in connection therewith. This Section shall not be construed to limit or waive any immunity available to Glen Ellyn, Lombard or GWA pursuant to applicable law.

10.6. The obligations set forth in this Section 10 shall survive the expiration or termination of this Agreement.

SECTION 11. INSURANCE.

11.1. Glen Ellyn shall procure and maintain policies of insurance or self-insurance during the entire term of this Agreement and, from time to time at the request of Lombard and GWA, furnish proof of such insurance to Lombard and GWA. The insurance coverage described below is the minimum insurance coverage that Glen Ellyn must obtain and continuously maintain:

11.1.1. Property and casualty insurance covering all the equipment, supplies, furnishings, and other personal property of Lombard and GWA for the full replacement cost of such items.

11.1.2. Worker's Compensation. Worker's compensation insurance, with statutory coverage, only to the extent applicable.

11.1.3. General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury, and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement).

11.1.4. Automobile Liability (Primary and Umbrella). Automobile liability Insurance with limits of not less than \$1,000,000 combined single limit.

11.1.5. Professional Liability. When any architects, engineers or professional consultants perform work in connection with the build-out of the Facility under this Agreement, Glen Ellyn shall cause to be provided, professional liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.

11.2. Lombard's Insurance. Lombard shall procure and maintain policies of insurance or self-insurance during the entire term of this Agreement and, from time to time at the request Glen Ellyn, furnish proof of such insurance to Glen Ellyn. The insurance coverage described below is the minimum insurance coverage that Lombard must obtain and continuously maintain:

11.2.1. Worker's Compensation. Worker's compensation insurance, with statutory coverage, only to the extent applicable.

11.2.2. General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement).

11.2.3. Automobile Liability (Primary and Umbrella). Automobile liability Insurance with limits of not less than \$1,000,000.

11.2.4. Property insurance covering the full replacement cost of the Property.

11.3. GWA's Insurance. GWA shall procure and maintain policies of insurance or self-insurance during the entire term of this Agreement and, from time to time at the request Glen Ellyn, furnish proof of such insurance to Glen Ellyn. The insurance coverage described below is the minimum insurance coverage that Lombard must obtain and continuously maintain:

11.3.1. Worker's Compensation. Worker's compensation insurance, with statutory coverage, only to the extent applicable.

11.3.2. General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement).

11.3.3. Automobile Liability (Primary and Umbrella). Automobile liability Insurance with limits of not less than \$1,000,000.

11.3.4. Property insurance covering the full replacement cost of the Property.

11.4. Insurer Ratings. If either Glen Ellyn, Lombard or GWA purchase insurance pursuant to this Section 11, such insurance shall be obtained and continuously maintained with

responsible insurance companies selected by Glen Ellyn, Lombard or GWA or their successors having at a minimum of a Best rating of "A" and a financial size category of Class M or better in Best's Insurance Guide that are authorized under the laws of the State of Illinois to assume the risks covered by such policies. Each policy must contain a provision that the insurer will not cancel nor materially modify the policy without giving written notice to the insured and Glen Ellyn, Lombard or GWA as applicable at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Glen Ellyn, Lombard or GWA or their successors, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section 11. In lieu of separate policies, Glen Ellyn, Lombard or GWA or their successors, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. The Parties may satisfy the insurance requirements set forth herein with a Party's own self-insurance program.

11.5. Glen Ellyn Contractors. Any contracts made by Glen Ellyn with any general contractor or independent contractor or any other person in connection with the construction of the Facility shall contain language similar to that recited in this Section 11.

SECTION 12. TERMINATION.

12.1. Except as provided herein, Glen Ellyn, Lombard and GWA may mutually consent in writing to the termination of this Agreement.

SECTION 13. ACCEPTANCE OF PREMISES BY GLEN ELLYN.

13.1. The lease of the Premises by Glen Ellyn shall be conclusive evidence that the Premises are in good and satisfactory condition when possession of the same is taken, latent defects excepted.

SECTION 14. WAIVER.

14.1. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by Lombard or Glen Ellyn shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Agreement. All the remedies conferred on either Lombard or Glen Ellyn under this Agreement and by law shall be deemed cumulative and not exclusive of the other.

SECTION 15. AMENDMENT OR MODIFICATION.

15.1 Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed here, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Agreement.

SECTION 16. NOTICES.

16.1. All notices required to be given under the terms of this Agreement shall be given by certified or registered mail or by personal service, addressed to the applicable party as follows:

If to Glen Ellyn:	Village Manager Village of Glen Ellyn 535 Duane Street Glen Ellyn, Illinois 60137 Email: mfranz@glenellyn.org
If to Lombard:	Village Manager Village of Lombard 255 E Wilson Avenue Lombard, Illinois 60148 Email: aranasn@villageoflombard.org
If to GWA:	Executive Director Glenbard Wastewater Authority 945 Bemis Road Glen Ellyn, Illinois 60137 Email: mstreicher@gbww.org

16.2. Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

16.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Central Time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

SECTION 17. IMPAIRMENT OF LOMBARD'S TITLE.

17.1. Nothing in this Agreement and no action or inaction by Glen Ellyn shall be deemed or construed to mean that Lombard has granted Glen Ellyn any right, power, or permission to do any act or make any agreement which may create any right, title, interest, lien, charge, or other encumbrance upon the estate of Lombard in the Premises. Without limiting the generality of the foregoing, Glen Ellyn shall not permit any portion of the Premises to be used by any person or persons at any time during the term of this Agreement in such a manner as might reasonably tend to impair Lombard's title or interest in the Premises or in such manner as might reasonably make possible a claim of adverse use, adverse possession, prescription, dedication, or similar claim with respect to the Property or the Facility. Lombard may from time to time impose upon

Glen Ellyn such rules and regulations governing the use or possession of the Premises as may be reasonably consistent with Lombard's protection against any such possible claim.

SECTION 18. EMINENT DOMAIN.

18.1. If the entire Property is appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Agreement shall terminate as of the date of such taking. If a portion of the Property is so appropriated or taken and the remainder of the space is not suited for its intended purposes, Glen Ellyn shall have the right to terminate this Agreement as of the date of such taking by giving to Lombard written notice of such termination within thirty (30) days after such taking. If there is such a partial taking and Glen Ellyn does not elect to terminate this Agreement, then the Agreement shall continue in full force and effect. If this Agreement is terminated by reason of the total or partial taking of the Property by eminent domain, then in any such condemnation proceedings, Lombard and Glen Ellyn shall be free to make claim against the condemning or taking authority for any damage done to each of them respectively.

SECTION 19. DAMAGE BY FIRE OR OTHER CASUALTY.

19.1. If the Property or the Premises are damaged by fire, the elements, or other casualty but are not rendered uninhabitable in whole or in part and such damage is not caused by the act or failure to act of Glen Ellyn or Glen Ellyn's agents, employees, or invitees, Glen Ellyn shall have the unilateral right to terminate this Agreement.

SECTION 20. ASSIGNMENT OR SUBLETTING.

20.1. Glen Ellyn, Lombard or GWA shall not assign or transfer their rights or interests in this Agreement. This Agreement shall not be subject to involuntary assignment, transfer, or sale or to assignment, transfer, or sale by operation of law in any manner whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and shall, at the option of Lombard, be an event of default under this Agreement.

SECTION 21. SURRENDER OF THE PREMISES.

21.1. At the expiration or termination of this Agreement, Glen Ellyn shall surrender the Premises in the same condition as it existed on the commencement date, reasonable wear and tear and damage by unavoidable casualty excepted, and deliver all keys and other means of access for the Property and all keys or combinations for all locks, safes and (or) vaults left in the Property to Lombard at Lombard's Notice Address set forth in Section 17 above. No receipt of money by Lombard from Glen Ellyn after the termination or expiration of this Agreement, after the service of any notice of default, after the commencement of any suit seeking possession of the Facility, or after any final judgment of possession of the Facility shall renew, reinstate, continue, or extend the term of this Agreement or affect any such notice, demand, or suit.

SECTION 22. SUBORDINATION.

22.1. Lombard may from time to time during the term of this Agreement encumber by mortgage or other security instrument the title to the Property or Lombard's interest under this Agreement. Upon request by Lombard, Glen Ellyn shall execute such documents as are reasonably required to evidence the subordination of the interest of Glen Ellyn in the Premises to the lien of the mortgage or other security instrument on the title to the Property. However, Lombard shall not be required to subordinate its interest unless the holder of the mortgage or other security instrument agrees in writing with Glen Ellyn that if Glen Ellyn fully complies with all its obligations under this Agreement, Glen Ellyn will be allowed to remain in undisturbed possession of the Premises during the Agreement term.

SECTION 23. ESTOPPEL CERTIFICATES.

23.1. Glen Ellyn, Lombard and GWA shall upon the request of the other Party and at the reasonable cost and expense to the Party requesting the same, execute, acknowledge, and deliver to the other party a certificate evidencing the following: (a) whether this Agreement is in full force and effect; (b) whether this Agreement has been modified or amended in any respect and identifying all such modifications or amendments; and (c) whether there are any existing defaults under this Agreement to the knowledge of the party executing the certificate and specifying the nature of such defaults.

SECTION 24. LOMBARD'S RIGHT OF ENTRY.

24.1. Glen Ellyn shall permit Lombard and its agents and employees to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises or any other reasonable purpose.

24.2. If either Glen Ellyn, Lombard or GWA fails to do any of the obligations or actions required of them by this Agreement and such failure continues for a period of ten (10) days or more after written notice pursuant to Section 17 from the other party specifying the nature of anything required to be done, the other Party may, but shall not be required to, do or perform or cause to be done or performed such obligation or action required of the defaulting Party. The Village Manager of Glen Ellyn, the Village Manager of Lombard and the Executive Director of GWA shall meet and confer to resolve the matter prior to formal notice being provided pursuant to this Section.

24.3. The Party performing such obligation or action shall not be in any way responsible for any loss, inconvenience, annoyance, or damage resulting to the defaulting Party from such performance by the other Party on behalf of the defaulting Party. The defaulting Party shall repay to the other Party on demand the entire reasonable expense, including reasonable compensation to the agents and employees of the other Party incurred by the other Party in performing such thing. If payment is not made within ten (10) days of such demand, the amount due to the other Party shall bear interest from the date of the demand until repaid at the rate of 10% per annum.

Any act or thing done by the other Party pursuant to the provisions of this paragraph shall not be construed as a waiver of any default by the defaulting Party or as a waiver of any other right or remedy of the other Party under this Agreement or otherwise.

SECTION 25. DEFAULT.

25.1. If any Party is in material breach of this Agreement and such default is not cured within thirty (30) days after notice of such default is given, the non-defaulting Party may cancel and terminate this Agreement. If Glen Ellyn is the defaulting Party, the other Parties may immediately reenter and take possession of the Premises without the requirement of any previous notice of intention to reenter, and to remove all persons and their property therefrom using such force and assistance in effecting and perfecting such removal as Lombard or GWA may deem reasonably necessary to recover full and exclusive possession of the Premises. The non-defaulting Party may also take any other action as authorized by this Agreement or by law. Prior to Lombard or GWA providing notice of default and taking possession of the Premises or instituting any litigation pursuant to this Agreement, Lombard or GWA shall provide written notice of the potential default by Glen Ellyn and the Village Manager of Glen Ellyn, the Village Manager of Lombard and the Executive Director of GWA shall meet and confer to resolve the default.

25.2. If Lombard or GWA reenters and takes possession of the Premises, Lombard or GWA may, from time to time, bring such actions or proceedings to enforce any other covenant or condition contained in this Agreement as it may deem advisable without being obligated to wait until the end of the term of this Agreement or for a final determination of Glen Ellyn's account. The commencement or maintenance of one or more actions shall not bar Lombard from bringing other or subsequent actions for further accruals or defaults under and pursuant to the provisions of this Agreement.

25.3. If Lombard or GWA is in material breach of this Agreement and such default is not cured within thirty (30) days after notice of such default is given by Glen Ellyn to Lombard or GWA, Lombard or GWA shall be in default under this Agreement. Prior to Glen Ellyn providing notice of default or instituting any litigation pursuant to this Agreement, Glen Ellyn shall provide written notice of the potential default and the Village Manager of Glen Ellyn, the Village Manager of Lombard and the Executive Director of GWA shall meet and confer to resolve the default. Upon the occurrence of a default by Lombard or GWA, Glen Ellyn may cancel and terminate this Agreement by written notice to Lombard or GWA, and Lombard or GWA will be liable to Glen Ellyn for the amount of reasonable rent that Glen Ellyn actually paid or would have paid to lease a new property for the remainder of the Agreement term, unless Glen Ellyn is in default under this Agreement. Glen Ellyn may also take any other action as authorized by this Agreement or by law.

SECTION 26. GOVERNING LAW.

26.1. The laws of the State of Illinois shall apply to the interpretation of this Agreement.

SECTION 27. ENTIRE AGREEMENT.

27.1. This Agreement constitutes the entire Agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than as contained herein.

27.2. This Agreement may not be modified, omitted or changed in any way except by written agreement duly signed by persons authorized to sign agreements on behalf of Glen Ellyn, Lombard and GWA.

SECTION 28. VENUE.

28.1. Venue for any action taken by either Glen Ellyn, Lombard or GWA, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of DuPage County, Illinois.

SECTION 29. SEVERABILITY.

29.1. If any of the provisions of this Agreement shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Agreement.

SECTION 30. SECTION HEADINGS.

30.1. The section headings provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

SECTION 31. BINDING AUTHORITY.

31.1. The individuals executing this Agreement on behalf Glen Ellyn, Lombard and GWA represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

SECTION 32. THIRD PARTIES.

32.1. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person or entity other than Glen Ellyn, Lombard and GWA nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either Glen Ellyn, Lombard or GWA nor shall any provision give any third parties any rights or subrogation or action over or against either the Glen Ellyn, Lombard or GWA. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

SECTION 33. GLEN ELLYN EMPLOYEES.

33.1. Glen Ellyn's employees or the volunteers, contractors or employees of the Glen Ellyn Volunteer Fire Company shall not be deemed to be employees of Lombard.

33.2. Any injury incurred by a Glen Ellyn employee or the volunteers, contractors or employees of the Glen Ellyn Volunteer Fire Company for which that employees would be entitled to benefits pursuant to the Worker's Compensation Act, 820 ILCS 305/1 *et seq.*, shall be the obligation of Glen Ellyn and/or the Glen Ellyn Volunteer Fire Company, as applicable.

SECTION 34. EFFECTIVE DATE.

34.1. The effective date of this Agreement as reflected above shall be the later date that either Glen Ellyn, Lombard or GWA executes this Agreement.

SECTION 35. COUNTERPARTS; PDF/EMAIL SIGNATURES.

35.1. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

VILLAGE OF LOMBARD

By: Nicole Aranas
Its: Village Manager

Date: _____

ATTEST

By: Ranya Elkhatib
Its: Village Clerk

Date: _____

GLENBARD WASTEWATER AUTHORITY

By: Matt Streicher
Its: Executive Director

Date: _____

ATTEST

By:
Its:

Date: _____

VILLAGE OF GLEN ELLYN

By: Mark Franz
Its: Village Manager

Date: 7/28/26

ATTEST

Caren Cosby by Penni Cannara,
By: Caren Cosby Deputy
Its: Village Clerk

Date: 7/28/26

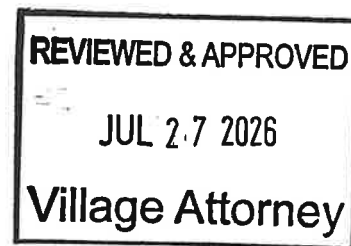


EXHIBIT A

PLAT OF SURVEY

Marchese and Sons, Inc.
land - marine - construction surveys
10 March Road
Plymouth, Illinois 62272
Phone (618) 884-6888
Fax (618) 884-6888

LEGEND

- 1/4" = 1' Contour
- 1/8" = 1' Contour
- 1/16" = 1' Contour
- 1/32" = 1' Contour
- 1/64" = 1' Contour
- 1/128" = 1' Contour
- 1/256" = 1' Contour
- 1/512" = 1' Contour
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