

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERIM
SETTLEMENT AGREEMENT BETWEEN THE
COLLEGE OF DU PAGE AND THE VILLAGE OF GLEN ELLYN.**

WHEREAS, the Village of Glen Ellyn (“Village”), and the College of DuPage (“College”) are currently engaged in litigation regarding the College’s claim that it is a part of the government of the State of Illinois and not subject to municipal regulations, *College of DuPage vs. Village of Glen Ellyn*, Case No. 2010 CH 3510; and

WHEREAS, the Village believes that the College is subject to the jurisdiction of the Village, but recognizes that the College has certain special needs, which generally can be better dealt with through ordinances specially dealing with the College, or through the terms and conditions of an Intergovernmental Agreement; and

WHEREAS, the College believes that it is not subject to the ordinances of the Village; and

WHEREAS, the Village and the College previously had entered into an Intergovernmental Agreement; and

WHEREAS, through the excellent mediation efforts of DuPage County Chief Judge Hollis L. Webster, the parties have agreed to negotiate in good faith to create a new Intergovernmental Agreement, which can then be executed by both parties; and

WHEREAS, the Intergovernmental Agreement is to be negotiated by October 12, 2010; and

WHEREAS, other terms of the interim mediation settlement are generally set forth in this Resolution; and

WHEREAS, the Village greatly values the existence, personnel and programs of the College, which enrich the lives of the citizens of Glen Ellyn and the entire area which the College serves;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The Village President, the Village Manager, the Village Attorney, the Director of Planning and Development and such other officials as the Village President or Manager may select, are hereby authorized to negotiate the terms of an Intergovernmental Agreement with representatives of the College of DuPage. The completed draft agreement shall be presented to the Corporate Authorities for final consideration. That Intergovernmental Agreement shall contain as a mechanism to resolve questions or disputes between the parties, the methodology of binding arbitration. The party whose position is not sustained in each arbitration shall pay for the arbitrator but each party shall bear its own attorney, consultants and other presentation costs. If the Arbitrator concludes that important positions of both parties were sustained during an arbitration, the parties shall equally divide the Arbitrator's fees. The period during which negotiations regarding the Intergovernmental Agreement shall take place shall be up to and including October 12, 2010, unless both parties agree to extend the date. If either party at some earlier time believes that further negotiations will be fruitless, that party may seek to terminate the negotiations by making the request to Judge Webster.

SECTION 2: THE Village Board approves the following additional items, which were discussed and tentatively agreed upon during the mediation session:

1. The College may continue with and complete the installation of signs under a contract already disclosed to the Village. The Village will observe the location and use of those signs during a six (6) month period commencing September 1, 2010.
2. With regard to those signs, the Village may object, under its existing ordinances, to the illumination levels of those signs or their location with regards to the site triangle. If the Intergovernmental Agreement is executed, questions regarding ordinance violations shall be resolved through binding arbitration.
3. The College will immediately share with the Village the reports it has received, and will receive from independent consultants who review plans and inspect structures. All construction will comply with Village ordinances, which are stricter than other standards used. The Intergovernmental Agreement may not relate to current construction which may be dealt with in a separate agreement or through efforts at Village code enforcement.
4. Neither party has accepted the other party's views on jurisdiction other than as expressed in the Intergovernmental Agreement.
5. The lawsuit specified above shall be stayed during the 60-day negotiating period. Either party may request additional mediation efforts from Judge Webster. If the Intergovernmental Agreement is executed, the parties shall execute mutual releases regarding any claims arising out of the litigation.
6. If no agreement is reached after the 60-day period, either party may take any action associated with the litigation or other action within their powers.

7. The College will not make a claim against the Village regarding a potential Village contribution for the cost of placing utility lines underground, which the College undertook as part of its construction program.

SECTION 3: This Resolution shall be in full force and effect immediately upon its passage, but the actions of the Village consented to herein shall not be effective if the College does not pass a similar resolution prior to September 1, 2010, or such other date as the Corporate Authorities of the Village may agree to.

PASSED this _____ day of _____, 2010.

AYES:

NAYS:

ABSENT:

Village President

ATTEST:

Village Clerk