
THE VILLAGE OF BLOOMINGDALE

DUPAGE COUNTY, ILLINOIS

ORDINANCE

NUMBER 2020-38

**AN ORDINANCE
DISCONNECTING PROPERTY FROM
THE VILLAGE OF BLOOMINGDALE AND
APPROVING AND AUTHORIZING
THE EXECUTION OF
A DISCONNECTION AGREEMENT**

FRANCO A. COLADIPIETRO, Mayor
JANE E. MICHELOTTI, Village Clerk

VINCE ACKERMAN
WILLIAM BELMONTE
BILL BOLEN
FRANK BUCARO
PATRICK SHANNON
JUDI VON HUBEN

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
on this the 14th day of December, 2020

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WHEREAS, the Village of Bloomingdale is a home rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Bloomingdale owns that certain public right-of-way commonly known as Cavalry Drive and legally described as set forth in Exhibit A which is attached hereto and made apart hereof and hereinafter referred to as the "Subject Property";

WHEREAS, the Subject Property is located within the corporate boundaries and upon the border of the Village of Bloomingdale;

WHEREAS, petition has been made to disconnect the Subject Property from the Village of Bloomingdale and the Village of Bloomingdale is willing to disconnect the Subject Property subject terms of the Disconnection Agreement which is attached hereto and made a part hereof as Exhibit B;

WHEREAS, public notice of the consideration of disconnection of the Subject Property by the Corporate Authorities of the Village of Bloomingdale was published in the Daily Herald on November 23, 2020; and

WHEREAS, the President and Board of Trustees of the Village of Bloomingdale have determined that it is in the best interests of the health, welfare and safety of the residents of the Village of Bloomingdale to disconnect the Subject Property from the corporate boundaries of the Village of Bloomingdale and to approve and enter into the Disconnection Agreement as set forth herein.

NOW, THEREFORE, BE IT ORDAINED in open an meeting assembled, by the President and the Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois pursuant to the Village's home rule powers as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Disconnection of Subject Property

The Corporate Authorities of the Village of Bloomingdale hereby approve the disconnection of the Subject Property from the corporate boundaries of the Village of Bloomingdale as reflected on the Plat of Disconnection attached to this Ordinance as Exhibit C.

Section Three – Direction and Authorization of Plat of Disconnection

- a) The Village President and Village Clerk are hereby authorized and directed to sign the Plat of Disconnection as set forth herein.
- b) The Village Clerk is directed to record with the County Recorder and file with the County Clerk a certified copy of this Ordinance together with the Plat of Disconnection attached to this Ordinance.

Section Four – Approval of Disconnection Agreement

The Corporate Authorities of the Village of Bloomingdale hereby approve the Disconnection Agreement (hereinafter referred to as the "Agreement") substantially in the form attached hereto as Exhibit B.

Section Five – Authorization and Direction of Disconnection Agreement

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form of such agreement attached hereto as Exhibit B with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence

of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Six - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this ordinance and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Seven - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Eight - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the transactions as contemplated in this ordinance, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Disconnection Agreement and of this Ordinance.

Section Nine – Effective Date

This ordinance shall be in full force and effect from and after its passage, approval, filing and publication in pamphlet form, as provided by law; provided this ordinance shall be contingent upon the purchase of the properties legally described on Exhibit D by Developer (as defined in the Disconnection Agreement) within 60 days from the date of this ordinance and if the Developer fails to close on the purchase of the properties within the prescribed time period this ordinance shall be void and of no further force and effect and the Subject Property shall remain within the corporate boundaries of the Village of Bloomingdale.

Section Ten - Publication

This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Eleven – Conflict Clause

All ordinances, parts of ordinances, resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Twelve - Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Thirteen - Recording

This ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

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DECIDED pursuant to a roll call vote as follows:


	YES	NO	ABSENT	PRESENT
Vince Ackerman	X			
William Belmonte	X			
Bill Bolen	X			
Frank Bucaro	X			
Patrick Shannon	ABSTAINED			
Judi Von Huben	X			
Franco A. Coladipietro (only if necessary)				
TOTAL	5	0	0	

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the 14th day of December, 2020.



Franco A. Coladipietro
Village President

ATTEST:



Jane E. Michelotti
Village Clerk

Exhibit A

Legal Description of Subject Property

THAT PART OF LOT 1 IN ARMY TRAIL INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 21, 1971 AS DOCUMENT R71— 48039, TOGETHER WITH THAT PART OF CAVALRY DRIVE, LOCATED IN PART OF THE SOUTHEASTQUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 83 DEGREES 34 MINUTES 29 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 15.02 FEET; THENCE SOUTH 48 DEGREES 08 MINUTES 57 SECONDS WEST, 20.00 FEET TO THE WEST LINE OF SAID LOT 1 ALSO BEING THE EAST LINE OF CAVALRY DRIVE; THENCE SOUTH 00 DEGREES 05 MINUTES 15 SECONDS EAST ALONG SAID EAST LINE, 658.41 FEET TO THE SOUTH LINE OF LOT 1 DELB PROPERTIES ASSESSMENT PLAT RECORDED AS DOCUMENT R80-066033 EXTENDED EAST; THENCE SOUTH 89 DEGREES 54 MINUTES 10 SECONDS WEST ALONG THE EAST EXTENSION OF SAID SOUTH LINE, 66.00 FEET TO THE WEST LINE OF CAVALRY DRIVE; THENCE NORTH 00 DEGREES 05 MINUTES 15 SECONDS WEST ALONG SAID WEST LINE, 680.98 FEET TO THE SOUTHERLY LINE OF ARMY TRAIL ROAD; THENCE SOUTH 83 DEGREES 34 MINUTES 29 SECONDS EAST ALONG SAID SOUTHERLY LINE 66.43 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Exhibit B
Disconnection Agreement

DISCONNECTION AGREEMENT

This Disconnection Agreement (“Agreement”) is made and entered into this 14th day of December 2020 (the “Effective Date”), by and between the VILLAGE OF BLOOMINGDALE, an Illinois municipal corporation, having its principal office in DuPage County, Illinois (“Village”), and ML REALTY PARTNERS LLC, a Delaware limited liability company (“Developer”) (Village and Developer are, collectively, the “Parties” and each is, individually, a “Party”).

RECITALS

A. The Village is the owner of a public right-of-way commonly known as Cavalry Drive within the corporate boundaries of the Village of Bloomingdale. The subject property is legally described on *Exhibit “A”* (“Property”). The Property is on the boundary of the Village of Bloomingdale

B. Developer is proposing to develop property along Cavalry Drive within the Village of Glendale Heights and adjacent to the Village of Bloomingdale. Developer desires to have the Village disconnect the portion of Cavalry Drive located within the Village, and adjacent to the property to be developed, from the corporate boundaries of the Village;

C. The Developer and Village desire to enter into this Disconnection Agreement;

D. Petition has been made requesting voluntary disconnection of the Property from the Village pursuant to Section 7-3-4 of the Illinois Municipal Code (65 ILCS 5/7-3-4);

E. Developer has submitted to the Village a plat of disconnection for the Property in the form attached hereto as *Exhibit “B”* (the “Plat of Disconnection”);

F. A public meeting to consider this Agreement was noticed in the *Daily Herald* on November 25, 2020 and was held by the Village President and Board of Trustees (the “Corporate Authorities”) on December 14, 2020;

G. The Corporate Authorities adopted an ordinance approving the terms and provisions, and execution, of this Agreement;

NOW, THEREFORE, Developer and the Village, in consideration of the mutual covenants herein contained, and other good and valuable consideration, agree as follows:

1. Incorporation of Recitals. The recitals above are hereby incorporated by reference into this agreement.
2. Authority. This Agreement is made pursuant to and in accordance with the provisions of the Village of Bloomingdale Village Code, the Illinois Municipal Code, and all other applicable laws.
3. Disconnection. The Village’s Corporate Authorities have, or shall, adopt a valid and binding Disconnection Ordinance providing for the disconnection of the Property pursuant to Section 7-3-4 of the Illinois Municipal Code, 65 ILCS 5/7-3-4. The Village Clerk shall then promptly cause the Disconnection Ordinance, Plat of Disconnection, and related documents, to be recorded in the Office of the DuPage County Recorder and filed with the DuPage County Clerk. Should a court of competent jurisdiction determine that disconnection of

the Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper disconnection of the Property, the Parties, including the successors and assigns of the Developer, shall promptly cause the Property to be re-disconnected from the Village in a manner that satisfies all procedural requirements.

4. Developer Responsibilities.

- a. Compensation. In consideration of the Village disconnecting the Property from the corporate boundaries of the Village, Developer shall pay to the Village the sum of Fifty Thousand Dollars (\$50,000.00). Payment shall be due and payable from Developer to the Village within thirty (30) days after Developer has closed on the acquisition of the development parcels legally described on *Exhibit "C"* ("Development Parcels"). If Developer does not close on the Development Parcels, no compensation shall be due and payable to the Village.
- b. Access Easement. If the Property is vacated in the future, and Developer is granted title to the Property, Developer shall grant an access easement to the owner of the self-storage facility (PIN: 02-21-400-021) providing access to self-storage facility over the Property. The access easement shall be granted over the area as depicted on the easement drawing attached as *Exhibit "D."*
- c. Water Main Easement. If the Property is vacated in the future, and Developer is granted title to the Property, Developer shall grant the Village a water main easement over the Property for maintenance of the existing water main providing water service to the self-storage facility. The water main easement shall be granted over the area as depicted on the easement drawing attached as *Exhibit "D."*
- d. Removal and Disconnection of Village Property. Developer, at its sole cost and expense, shall (i) reconnect the existing Village street light at the intersection of Cavalry Drive and Army Trail Road to a new power source fed from the Developer's property and remove all other Village street lights located on the Property, and (ii) reconnect the existing fire hydrant at the south side of the self-storage facility to a new water source tied into the Developer's property and abandon all other watermain and fire hydrants within the Property. The work to be conducted by Developer pursuant to this Section 4.d. is depicted on the Utility Plan attached as *Exhibit E.*
- e. Mutual Cooperation. Developer and the Village agree to mutually cooperate with each other as to the location of the easements referred to in this Agreement and the work to be performed by Developer under Section 4.d. of this Agreement. Any changes or modifications to the easements as depicted in Exhibit D, or the work as depicted in Exhibit E, may be agreed to by the Developer and the Village upon approval by the Village Engineer and Developer (in consultation with Developer's engineer), without further corporate action of the Village or written amendment to this Agreement.

5. Term. Developer's obligations under this Agreement are contingent upon Developer closing on the acquisition of Development Parcels within sixty (60) days from the Effective Date. If Developer fails to close on the purchase of the Development Parcels within the proscribed time, then this Agreement shall terminate and be of no further force and effect. This Agreement will terminate (2) year after the Effective Date.

6. General Provisions.

A. Severability. In the event that any portion of this Annexation Agreement will is found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion will not affect the validity or enforceability of the balance of this Agreement.

B. Amendment. This Agreement may be amended from time to time with the consent of the Parties in writing.

C. Conflict Regulations. The provisions of this Agreement shall supersede the provisions of any Village Codes and Ordinances that may be in conflict with the provisions of this Agreement.

D. Enforcement and Remedies. This Agreement shall be enforceable in any court of competent jurisdiction by any appropriate action at law or in equity brought by Developer or the Village, and their respective successors and assigns, to secure the performance of the promises, obligations, and covenants in this Agreement, and to seek any other available right or remedy, including the specific performance of this Agreement. The laws of the State of Illinois shall govern this Agreement. If a Party fails to comply with its obligations under this Agreement, it will be liable for any reasonable attorneys' fees, court costs and other costs incurred by the complying Party as a consequence of the complying Party's enforcement of this Agreement. Prior to a Party exercising the right to bring any suit, action, or other proceeding to enforce this Agreement, the Party shall provide written notice to the breaching Party of the breach or alleged breach and allow a period of thirty (30) days to cure said breach or alleged breach; provided, however, that in the event such breach or alleged breach cannot be cured within said 30-day period, notwithstanding said Party having promptly commenced efforts to cure and the diligent and continuous effort by said Party to cure the breach or alleged breach, then the period to cure such breach or alleged breach shall be extended for such period as may be necessary to cure such breach or alleged breach but in no event shall the period to cure be extended for more than sixty (60) days.

E. Successors and Assigns and Ownership. This Agreement shall inure to the benefit of and be binding upon the Developer, all future owners of the Property, and the Village, and their respective successors and assigns. Both Parties acknowledge by their signature to this Agreement that the statements made in this Disconnection Agreement are true and that they have the authority to execute the Agreement and to bind the Village or Developer, respectively.

F. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

G. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

7. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic internet mail ("*e-mail*"). E-mail notices shall be deemed valid only to the extent that they are (a) received by the recipient on a business day at the e-mail address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt (including, for e-mail notices, receipt of both the e-mail and the secondary

form of delivery); or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

To Village: Village of Bloomingdale
201 S. Bloomingdale Road
Bloomingdale, IL 60108
Attn: _____

Copy to: _____

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

To Owner: ML Realty Partners LLC
One Pierce Place, Suite 450
Itasca, IL 60143
Attn: Tim Geisler

Copy to: Robert Gamrath
Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash
21st Floor
Chicago, IL 60611


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on _____, 2020.

VILLAGE OF BLOOMINGDALE,
a Municipal Corporation

ML REALTY PARTNERS LLC,
a Delaware limited liability company

BY: 
Village President

BY: 
Name: TIMOTHY I. GEISLER
Title: V.P.

ATTEST:

BY: 
Village Clerk



STATE OF ILLINOIS)
)SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Franco A. Coladipietro (current Village President) personally known to me to be the President of the Village of Bloomingdale, an Illinois municipal corporation, and Jane E. Michelotti (current Village Clerk), personally known to me to be the Clerk of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk, they signed the delivered the said instrument as the President and the Clerk of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Trustees of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of December, 2020.

Nora Saucedo
Notary Public

My Commission Expires: January 29, 2021



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Tim Geisler of ML REALTY PARTNERS LLC, personally known to me to be the Vice President of said limited liability company and the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 19th day of January, 2020. 21

Gyl Chambers Egerton
Notary Public

My Commission Expires: January 18, 2022

