



**To:** Chairperson and Transportation and Safety Committee  
**From:** Frank Kalisik, Civil Engineer II *FSK*  
**Through:** Carl S. Goldsmith, Director of Public Works *cg*  
**Date:** March 2, 2011  
**Subject:** Wilson Avenue – Parking Restrictions; Glenbard East High School

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### **For Discussion Only**

Last year, the Village, Glenbard East H.S., and the Park District collaborated on the construction of a parking lot, designed to accommodate approximately 70 vehicles, located on the north side of Wilson Avenue, just west of Finley Road, known as the Sunset Knolls Parking Lot. This collaboration was in the form of an Intergovernmental Agreement (IGA) that identified the roles and obligations of each agency. One year after construction, the Sunset Knolls Parking Lot remains underutilized while parking on Wilson Avenue remains a premium, yet traffic impeding, location. With the availability of sufficient off-street parking to accommodate all vehicles currently parking on Wilson Avenue between Finley Road and Main Street, parking on Wilson Avenue is no longer a necessity and could be eliminated. However, upon closer examination, Section 3d of the IGA stipulates the Village "will allow the on-street parking along the south side of Wilson Avenue, to remain for use by faculty, staff, and students of the School District" (IGA attached).

Mr. Carl Goldsmith, Director of Public Works, submitted correspondence to both the Park District and Glenbard High School requesting an amendment to the IGA and outlining other potential issues related to students parking in other areas around the school (also attached).

This item is being presented for discussion only. Staff is requesting direction from the Transportation and Safety Committee on the extent of research desired to address this issue.

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF LOMBARD, THE LOMBARD PARK DISTRICT  
AND GLENBARD HIGH SCHOOL DISTRICT NO. 87 IN REGARD TO  
THE EXPANSION OF THE PARKING LOT IN SUNSET KNOLL PARK**

THIS AGREEMENT (hereinafter referred to as the "Agreement"), entered into this 3rd day of September, 2009, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE"), the LOMBARD PARK DISTRICT (hereinafter referred to as the "PARK DISTRICT") and the BOARD OF EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87 (hereinafter referred to as the "SCHOOL DISTRICT"). The VILLAGE, the PARK DISTRICT and the SCHOOL DISTRICT are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, the PARK DISTRICT is the record owner of certain real property, commonly known as Sunset Knoll Park, generally located on the North side of Wilson Avenue, between Illinois Route 53 and Finley Road; said property being legally described as follows:

LOT 1 OF THE LOMBARD PARK DISTRICT PLAT OF CONSOLIDATION OF PART OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 11 EAST AND SECTION 13, TOWNSHIP 39 NORTH, RANGE 10 EAST, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1999-232900, ALL IN DU PAGE COUNTY, ILLINOIS;

P.I.N.: 06-18-106-004;

(hereinafter referred to as the "Park Property");

and

**WHEREAS**, there currently is a parking lot located on the Southern edge of the Park Property which contains approximately fifty (50) parking spaces (hereinafter referred to as the "Parking Lot"); and

**WHEREAS**, the SCHOOL DISTRICT currently experiences parking problems relative to Glenbard East High School, which is located Southeast of the Park Property; and

**WHEREAS**, the parking problems experienced by the SCHOOL DISTRICT relative to Glenbard East High School also impact the VILLAGE and the neighborhood surrounding Glenbard East High School, in that the VILLAGE has jurisdiction over the streets in the vicinity of Glenbard East High School, and has received complaints from the residents of the neighborhood surrounding Glenbard East High School; and

**WHEREAS**, the PARK DISTRICT has indicated that it would be willing to construct an approximately 37,000 square foot addition adding approximately twenty-eight (28) parking space addition to the Parking Lot, as shown on the plans attached hereto as Exhibit "A" and made part hereof (hereinafter referred to as the "Project"), to help alleviate the parking problems being experienced in the immediate area, provided the VILLAGE and the SCHOOL DISTRICT contribute to the cost of the Project; and

**WHEREAS**, the VILLAGE wishes to contribute to the cost of the Project, provided the Project is constructed in compliance with all applicable VILLAGE codes, ordinances and regulations, as same may be varied by the VILLAGE; and

**WHEREAS**, the SCHOOL DISTRICT wishes to contribute to the cost of the Project, provided the PARK DISTRICT enters into an agreement with the SCHOOL DISTRICT relative to the use of the Parking Lot, as expanded by the Project, by the

students, faculty and staff of Glenbard East High School on days on which school is in session; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide the authority for this Agreement; and

**WHEREAS**, it is in the best interests of the PARK DISTRICT, the SCHOOL DISTRICT and the VILLAGE to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

2. **PARK DISTRICT OBLIGATIONS.** In relation to the Project, the PARK DISTRICT agrees to:

- A. Design, bid, award a contract for construction of, and construct the Project in full compliance with all applicable VILLAGE codes, ordinances and regulations, as same may be varied by the VILLAGE, at the PARK DISTRICT'S initial cost and expense, subject to the cost sharing obligations of the SCHOOL DISTRICT and the VILLAGE as set forth herein; and
- B. Enter into the License Agreement to Use the Parking Lot in Sunset Knoll Park, attached hereto as Exhibit "B" and made part hereof, with the SCHOOL DISTRICT.

3. **VILLAGE OBLIGATIONS.** In relation to the Project, the VILLAGE agrees to:

- A. Reimburse the PARK DISTRICT for seven twenty-thirds (7/23rds) of the costs incurred by the PARK DISTRICT in designing and constructing the Project, not to exceed seventy thousand and no/100 dollars (\$70,000.00);

- B. At its sole cost and expense, through the use of its engineering staff, provide to the PARK DISTRICT all resident engineering services necessary during the construction of the Project, including, without limitation, necessary supervision of the construction work (exclusive of the methods and means of construction, which shall be the sole responsibility of the PARK DISTRICT'S contractor) and liaison with building department staff regarding compliance with all applicable VILLAGE ordinances;
- C. Accept, consider and grant, provided the standards for a variation have been satisfied, a variation from the detention requirements of Chapter 151 of the Lombard Village Code relative to the Project; and
- D. Allow the on-street parking along the South side of Wilson Avenue, between Lincoln Street and Edson Street, to remain for use by faculty, staff and students of the SCHOOL DISTRICT.

**4. SCHOOL DISTRICT OBLIGATIONS.** In relation to the Project, the SCHOOL

DISTRICT agrees to:

- A. Reimburse the PARK DISTRICT for eight twenty-thirds (8/23rds) of the costs incurred by the PARK DISTRICT in designing and constructing the Project, not to exceed eighty thousand and no/100 dollars (\$80,000.00); and
- B. Enter into the License Agreement to Use the Parking Lot in Sunset Knoll Park, attached hereto as Exhibit "B" and made part hereof, with the PARK DISTRICT.

**5. SURVEY, DESIGN AND CONSTRUCTION OF THE PROJECT.** The PARK

DISTRICT shall proceed with the design, bidding, contract award, and construction of the Project, in accordance with the plans attached as Exhibit "A" to this Agreement, with the estimated construction costs associated with the Project not to exceed two hundred thirty thousand and no/100 dollars (\$230,000.00); all as more fully set forth on Exhibit "C" attached hereto and made part hereof. The SCHOOL DISTRICT and the VILLAGE shall reimburse the PARK DISTRICT for their respective proportionate shares (as set forth in subsections 3.A. and 4.A. above) of the actual costs associated with the



## VILLAGE OF LOMBARD

255 E. Wilson Ave.  
Lombard, Illinois 60148-3931  
(630) 620-5700 Fax (630) 620-8222  
www.villageoflombard.org

February 23, 2011

Village President  
William J. Mueller

Village Clerk  
Brigitte O'Brien

### Trustees

Greg Alan Gron, Dist. 1  
Keith Giagnorio, Dist. 2  
Zachary Wilson, Dist. 3  
Dana L. Moreau, Dist. 4  
Laura A. Fitzpatrick, Dist. 5  
William Ware, Dist. 6

Village Manager  
David A. Hulseberg

*"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."*

*"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."*

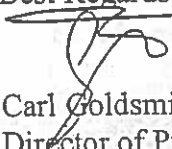
Mr. Paul Frederichs  
Executive Director  
Lombard Park District  
227 W. Parkside Avenue  
Lombard, IL 60148

Dear Mr. Frederichs:

It has been brought to my attention that there is some interest by residents of an area adjacent to Glenbard East High School to eliminate the on-street parking on Wilson Avenue between Lincoln Street and Edson Avenue. Per Section 3d of the Intergovernmental Agreement between the Village of Lombard, the Lombard Park District and Glenbard High School District No. 87 in regard to the expansion of the parking lot in Sunset Knoll Park, the Village is obligated to *"allow the on-street parking along the south side of Wilson Avenue, between Lincoln Street and Edson Street, to remain for use by faculty, staff and students of the School District."* In light of this obligation, I am writing to determine both the Park District's and the School District's level of interest in amending the Intergovernmental Agreement to allow the Village to pursue consideration of the possible elimination of the on-street parking.

Should have any questions regarding this matter, please contact me at (630) 620-5740.

Best Regards,

  
Carl Goldsmith  
Director of Public Works

Enclosure: Intergovernmental Agreement

cc: David A. Hulseberg, Village Manager  
President & Board of Trustees



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Mr. Josh Chambers  
Principal  
Glenbard East High School  
1014 S. Main Street  
Lombard, IL 60148

Dear Mr. Chambers:

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Best Regards,

  
Carl Goldsmith  
Director of Public Works

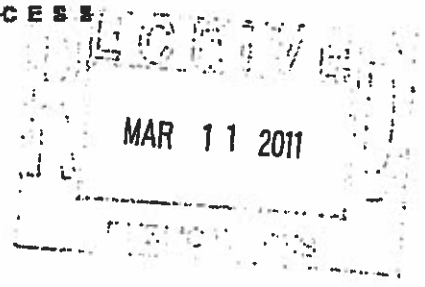
Enclosure: Intergovernmental Agreement

cc: David A. Hulseberg, Village Manager  
President & Board of Trustees



# GLENBARDEAST

RIGHT ATTITUDE MEANS SUCCESS



Glenbard East High School  
1014 S. Main Street  
Lombard, IL 60148  
  
630.627.9250  
  
www.glenbardeasths.org

March 5, 2011  
  
Mr. Carl Goldsmith  
Director of Public Works  
Village of Lombard  
255 E. Wilson Ave.  
Lombard, IL 60148

- Josh Chambers  
Principal
- William Mushrush  
Assistant Principal  
Operations
- Jan Reece  
Assistant Principal  
Instruction
- Shahe Bagdasarian  
Assistant Principal  
Student Services
- Omar Davis  
Assistant Principal  
Athletics
- Antoine Anderson  
Dean
- Steve Condon  
Dean
- Kurt Johansen  
Dean
- Athena Tollopoulos  
Dean

Dear Mr. Goldsmith:

I am writing in response to your letter dated February 23, 2011. The administration of Glenbard East High School and Glenbard School District 87 are not interested in amending the Intergovernmental Agreement as it pertains to on-street parking along Wilson Avenue. This parking serves a vital need for students and families who are looking for flexibility when it comes to transportation to and from Glenbard East. The loss of on-street parking along Wilson Avenue will negatively impact student and parent access to transportation options.

If you have any questions please do not hesitate to call me.

Sincerely,

Josh R. Chambers  
Principal

Cc: Dr. Mike Meissen, Superintendent  
Mr. Chris McClain, Assistant Superintendent for Business