

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: Scott Niehaus, Village Manager

DATE: November 15, 2023 (B of T) Date: December 7, 2023

TITLE: First Amendment to Memorandum of Understanding for the Use of
Parking Lot Elmhurst Memorial Hospital Parking Lot

SUBMITTED BY: Carl Goldsmith, Director of Public Works 

BACKGROUND/POLICY IMPLICATIONS:

The Department of Public Works transmits for your consideration a Resolution authorizing the Village President and Village Clerk to execute a First Amendment to the Memorandum of Understanding with the Helen Plum Library for a portion of the Elmhurst Memorial Hospital Lot.

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X _____	Date _____

NOTE: Materials must be submitted to / approved by the Village Manager's Office by 12:00 pm, Wednesday, prior to the Agenda Distribution.



November 15, 2023

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl S. Goldsmith, Director of Public Works *g*

SUBJECT: **First Amendment to Memorandum of Understanding with the Helen Plum Library Relative to The Elmhurst Hospital Parking Lot**

In July 2023 the Village and the Helen Plum Library entered into a Memorandum of Understanding for the use of 44 spaces controlled by the HPL in the Elmhurst Memorial Hospital (EMH) Lot. The MOU provided that the Village would obtain access to these spaces through December 31, 2023. It was anticipated that prior to December 31, 2023, the HPL property would be conveyed to the Lombard Park District and that the Village would enter into an agreement with the Lombard Park District for the use of the spaces.

Due to the timing of the conveyance of the property, the HPL will own the library property, as well as the 44 spaces at the EMH lot beyond December 31, 2023. In order to allow the Village to have access to the 44 spaces for commuter purposes beyond December 31, 2023, the parties have agreed to extend the MOU until such time as the property is conveyed to the Lombard Park District or July 1, 2024. The attached First Amendment to the MOU has been prepared by the Village Attorney and presented to the HPL Board. It is expected that the library will take action to approve the First Amendment at their November 21, 2023 meeting.

Recommendation:

Staff recommends that the Village Board approve a Resolution authorizing the Village President and Village Clerk to enter into a First Amendment to the Memorandum of Understanding with the Helen Plum Library for a portion of the Elmhurst Memorial Hospital Lot.

RESOLUTION R 23-_____

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF LOMBARD AND
THE HELEN PLUM LIBRARY, RELATIVE TO COMMUTER PARKING LOT**

WHEREAS, the Intergovernmental Cooperation provisions of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (SILCS 220/1 et seq.) authorize Intergovernmental Agreements by and between units of Illinois Government; and

WHEREAS, the corporate authorities of the Village of Lombard, DuPage County and the Helen Plum Library deem it reasonable and appropriate to execute a First Amendment to the Memorandum of Understanding relative to the use of parking spaces located in the Elmhurst Memorial Hospital Lot; and

WHEREAS, both parties agree to the terms, conditions and pricing set forth in the Intergovernmental Agreement between the Village of Lombard and the Helen Plum Library for the use of the parking spaces as set forth herein as Exhibit A.

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 Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 2: That the Village President and the Village Clerk be and hereby are authorized and directed to execute the Agreement attached hereto as Exhibit "A", as well as any and all other documents necessary to carry out the provisions of said Agreement.

Adopted this _____ day of _____, 2023, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this _____ day of _____, 2023.

Keith Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

Exhibit A

**First Amendment to the Memorandum of Understanding
Between the Village of Lombard and the Helen Plum Library**

(attached)

**FIRST ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR USE OF PORTION OF PARKING LOT FOR COMMUTER PARKING SPACES
(Elmhurst Memorial Hospital Lot)**

THIS FIRST ADDENDUM, entered into this ___ day of November, 2023, by and between the Village of Lombard, an Illinois non-home rule municipal corporation (the "Village"), the Helen M. Plum Memorial Library District (the "Library"), an Illinois library district, and Elmhurst Memorial Healthcare (the "Hospital"), an Illinois not-for-profit corporation, is made to a "Memorandum of Understanding for a Temporary License for Use of a Portion of Parking Lot for Commuter Parking Spaces that was entered into by the Parties with an effective date of _____, 2023, (hereinafter the "License Agreement"). This First Addendum modifies the License Agreement as follows:

1. AMENDMENT OF SECTION 3 (Term). Section 3 of the License Agreement is amended by adding a second paragraph to said Section to read in its entirety as follows:

Pursuant to the First Addendum to this Agreement, the Term of this Agreement shall be extended to the earlier of July 1, 2024 or the date that the property commonly known as 110 W. Maple, Lombard, Illinois is conveyed by the Licensor to the Lombard Park District.

2. MISCELLANEOUS.

- A. This First Addendum is meant to supplement the terms of the License Agreement. In all respects, except as specifically amended by this First Addendum, the License Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the License Agreement and this First Addendum, the terms of this First Addendum shall supersede and control.
- B. This First Addendum constitutes the entire understanding between and among the Parties with respect to the subject matter contained herein and supersedes any and all prior understandings and/or agreements between the Parties, whether written, oral or otherwise.
- C. This First Addendum shall be effective on the date that the last signatory executes this First Addendum (the "Effective Date"), which date shall be inserted on page 1 hereof.

IN WITNESS WHEREOF, the Parties have caused this First Addendum to be executed by their duly authorized officers, with the foregoing Agreement being effective as of the date of the last signatory below, which date shall be entered on page 1 hereof.

HELEN M. PLUM MEMORIAL LIBRARY DISTRICT

By: _____ Date: _____, 2023.
Name: _____
Title: _____ President

VILLAGE OF LOMBARD:

By: _____
Name: Keith T. Giagnorio
Title: Village President

Date: _____, 2023.

ELMHURST MEMORIAL HEALTHCARE:

By: _____
Name:
Title:

Date: _____, 2023