

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: William T. Lichter, Village Manager

DATE: 10/26/04 (COW)(B of T) Date November 4, 2004

TITLE: A Resolution Authorizing Village Staff to Enter Into Bike Locker Space Use Agreements.

SUBMITTED BY: Rhonda L. Heabel, Management Analyst

BACKGROUND/POLICY IMPLICATIONS:

The original resolution establishing a bicycle locker rental program and allowing Village staff to enter into agreements for the use of the lockers was approved in May 1997. The original Space Use Agreements established a \$25 annual rental fee.

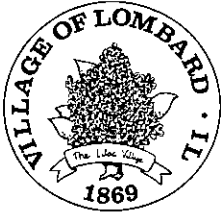
At this time, staff recommends that the annual rental fee be increased to \$30. The attached resolution and Bicycle Locker Space Use Agreement reflect this change.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X Leonard J. Flood Date 10/26/04
Village Manager X William T. Lichter Date 10/27/04

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.



To: Leonard J. Flood
Director of Finance

From: Rhonda Heabel
Management Analyst

Rhonda

Date: October 26, 2004

Subject: Bicycle Locker Rental Fee

As you know, the Village was awarded a Federal Congestion Mitigation and Air Quality grant for the purchase of bicycle lockers near the Lombard Metra station in 1996. In May 1997, the Board of Trustees signed a resolution establishing the bicycle locker rental program and allowing Village staff to enter into Space Use Agreements for the use of the lockers.

At that time, the Space Use Agreements established a \$25 annual rental fee, which was based on an estimate of Village costs to administer the program and maintain the lockers. Since May 1997, the annual rental fee has not been increased, however administration and maintenance costs have increased. After completion of a cost analysis, staff recommends that the annual rental fee be increased to \$30 to cover administration and maintenance costs for the Bicycle Locker Program.

Attached is a Board resolution authorizing Village staff to enter into Bike Locker Space Use Agreements at the annual rate of \$30. I am requesting that this item be placed on the Village Board agenda for Thursday, November 4. Please let me know if you have any questions.

R E S O L U T I O N

R _____ 05

**A RESOLUTION AUTHORIZING VILLAGE STAFF TO ENTER INTO
BIKE LOCKER SPACE USE AGREEMENTS**

WHEREAS, the Village of Lombard is the owner of Bike Lockers for the storage of bicycle equipment owned by individuals desiring to commute by bicycle to the Village's commuter parking areas; and

WHEREAS, it is in the best interests of the Village that the use of said Bike Lockers by individuals be covered by a written agreement setting for the terms and conditions of said use; and

WHEREAS, the written agreement being used by the Village has not been updated since 1997;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, that the Village Staff is hereby authorized to allow individuals to use the Bike Lockers owned by the Village upon condition that a Bike Locker Space Use Agreement be entered into relative to said use.

BE IT FURTHER RESOLVED that the Agreement attached hereto as Exhibit "A," and made part hereof, is hereby approved as the Bike Locker Space Use Agreement form that Village Staff is authorized to use relative to the Bike Lockers.

BE IT FURTHER RESOLVED that Resolution No. R-100-97, adopted May 15, 1997, is hereby repealed.

Adopted this ____ day of _____, 2004, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this ____ day of _____, 2004.

William J. Mueller
Village President

ATTEST:

Barbara A. Johnson
Deputy Village Clerk

**Village of Lombard
Bike Locker
Space Use Agreement**

I, _____ request the use of a bike locker for the period of March 1, 20__ to February __, 20__.

I understand and agree to the following terms of use:

1. I will pay a \$30 use fee in advance. If the locker is rented for less than the full period specified above, the fee will be prorated based on the number of months, including partial months, left in the period. The Village will not issue refunds of the fee once it has been paid.
2. I will pay a \$35 refundable key deposit. A key will be issued by the Village once this Agreement has been approved. The key must be returned no later than 4:30 p.m. on the last day of the period noted above or the deposit will be forfeited. The Village will refund the security deposit within 30 days after the key has been returned. The Village will not pay interest on deposits. A signed Space Use Agreement and all fees must be received by the Village of Lombard prior to issuance of the key.
3. All annual use periods will expire at 4:30 p.m. on the last day of the period noted above, with all items being removed from the locker by said time and date so as to allow the Village to perform any required maintenance.
4. The Village has the right to inspect the locker at any time to determine proper use.
5. Use of the locker will be restricted to bicycle equipment and related accessories (e.g. bike helmets, water bottles etc.) storage only.
6. The Village is not liable for the damage or loss of any bicycle, equipment or personal property stored in the locker. The Village may dispose of any bicycle, equipment or personal property left in the locker beyond the period above.
7. The Village will send notice of renewal to the address indicated below prior to expiration of this Agreement. If this Agreement is not renewed, all contents shall be removed no later than 4:30 p.m. on the last day of the period.
8. This Agreement may be terminated at any time by the Village for improper use of the locker with no refund for the unused period, or terminated at any time without reason by the Village with a pro rata refund of the fee paid.
9. The User shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to negligence of the User, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said User arising out of use of the locker.

Assigned Locker #: _____
Location: _____
By: _____
Date: _____
Paid: \$ _____

Agreed to by the User:

(Signature)
Name: _____
Address: _____
Phone _____

Approved on behalf of the
Village of Lombard
By: _____