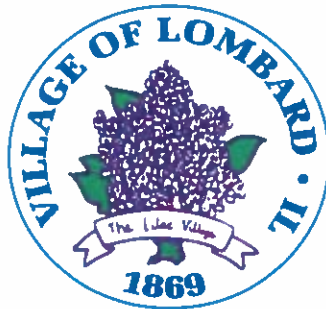


**ORDINANCE 7319
PAMPHLET**

**211 WEST ST. CHARLES ROAD
DOWNTOWN LOMBARD SPRINKLER PARK**



PUBLISHED IN PAMPHLET FORM THIS 20th DAY OF JANUARY, 2017, BY ORDER
OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE
COUNTY, ILLINOIS.



Sharon Kuderna
Village Clerk

ORDINANCE NO. 7319

**AN ORDINANCE AUTHORIZING A SECOND AMENDMENT TO
AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE DOWNTOWN TIF DISTRICT AND
THE DEVELOPMENT, OPERATION AND MAINTENANCE OF
A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD,
AND AUTHORIZING THE LEASING OF VILLAGE-OWNED PROPERTY
WITHIN SAID DOWNTOWN TIF DISTRICT IN RELATION THERETO**

BE IT ORDAINED, by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village find as follows:

- A. The Village of Lombard (hereinafter referred to as the "VILLAGE") is a non-home rule municipality.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its powers and in accordance with the TIF ACT, on February 2, 1989, the corporate authorities of the VILLAGE adopted Ordinance Nos. 3121, 3122 and 3123, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE's downtown area tax increment financing district (hereinafter referred to as the "DOWNTOWN TIF DISTRICT") for the redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described in EXHIBIT 1, attached hereto and made a part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").
- D. Pursuant to, and in accordance with, the TIF ACT, on June 6, 2002, the corporate authorities of the VILLAGE adopted Ordinance No. 5145, entitled "An Ordinance Amending Ordinance No. 3121, Adopted February 2, 1989, and the Redevelopment Plan and Project Attached Thereto as Exhibit "B," in Regard to the Termination Date of the Village of Lombard's Downtown Tax Increment Financing District," for the VILLAGE'S DOWNTOWN TIF DISTRICT, by which the termination date for the DOWNTOWN TIF DISTRICT was extended to December 31, 2011, subject to the receipt of 2011 incremental real estate tax revenues during 2012.
- E. Pursuant to Ordinance Number 5981, adopted January 18, 2007, LOMBARD amended Ordinance Number 3121, and the redevelopment plan and project attached thereto, as amended by Ordinance Number 5145, adopted June 6, 2002, to further extend the life of the DOWNTOWN TIF DISTRICT for an additional twelve

(12) years, so that the DOWNTOWN TIF DISTRICT would remain in full force and effect for the full period authorized by Public Act 94-0783; said full period being thirty-five (35) years, with real estate taxes for 2023, as collected during 2024, being the last year of real estate taxes subject to the DOWNTOWN TIF DISTRICT.

- F. The VILLAGE and the Lombard Park District (hereinafter referred to as the "PARK DISTRICT") entered into "AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated June 9, 2005 (hereinafter the "ORIGINAL AGREEMENT").
- G. The VILLAGE and the PARK DISTRICT entered into a "FIRST AMENDMENT TO AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated August 30, 2012 (hereinafter the "FIRST AMENDMENT" – the ORIGINAL AMENDMENT, as amended by the FIRST AMENDMENT, being hereinafter referred to as the "AMENDED AGREEMENT").
- H. Pursuant to the AMENDED AGREEMENT, the VILLAGE leased the property, common known as 211 West St. Charles Road; said property being legally described as follows:
 - Lot 2 in Fifth Third Bank Plat of Resubdivision, being a resubdivision in the Northeast 1/4 of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois;
 - P.I.N.: Pt. 06-07-209-019;(hereinafter referred to as the "VILLAGE PROPERTY"), to the PARK DISTRICT for the development, operation and maintenance of a sprinkler park and associated public parking and accessory facilities (hereinafter referred to as the "PROJECT"), all as more fully set forth in the site plan and associated descriptive Subections A through I attached as Exhibit "B" to the AMENDED AGREEMENT.
- I. The VILLAGE and the PARK DISTRICT have determined it to be in the best interests of the public that the VILLAGE PROPERTY continue to be used to provide open space and recreational opportunities for the residents of the VILLAGE.

- J. Attached hereto as EXHIBIT 2 and made part hereof is a Second Amendment to the AMENDED AGREEMENT (hereinafter referred to as the "SECOND AMENDMENT"), which extends the term of the AMENDED AGREEMENT for an additional five (5) years; through December 31, 2021.
- K. In accordance with the TIF ACT, it is in the best interests of the VILLAGE to approve the SECOND AMENDMENT, and to continue to lease the VILLAGE PROPERTY to the PARK DISTRICT pursuant to the AMENDED AGREEMENT, as amended by the SECOND AMENDMENT, so that redevelopment within the DOWNTOWN TIF DISTRICT can continue, said redevelopment pursuant to the TIF ACT being the VILLAGE'S purpose for continuing to lease the VILLAGE PROPERTY.
- L. Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation.
- M. It is in the best interests of the VILLAGE and the PARK DISTRICT to enter into the SECOND AMENDMENT attached hereto as EXHIBIT 2.

SECTION 2: Based upon the foregoing and pursuant to the TIF ACT, the SECOND AMENDMENT attached hereto as EXHIBIT 2 is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to continue to lease the VILLAGE PROPERTY pursuant to the terms and conditions set forth in said AMENDED AGREEMENT, as amended by the SECOND AMENDMENT, on behalf of the VILLAGE, and they are further authorized and directed to execute and deliver such other instruments, including said SECOND AMENDMENT, as may be necessary or convenient to consummate the continued leasing of the VILLAGE PROPERTY.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this ____ day of ____, 2016.

First reading waived by action of the Board of Trustees this 19th day of January, 2017.

Passed on second reading this 19th day of January, 2017.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware


Nays: None

Absent: None

Approved this 19th day of January, 2017.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk

Published by me in pamphlet form on this 20th day of January, 2017



Sharon Kuderna
Village Clerk

EXHIBIT 1

REDEVELOPMENT PROJECT AREA

(Legal Description of Downtown T.I.F. District)

Lots 1 and 2 of the Resubdivision of Lot 6 of Block 27 of the Original Town of Lombard, Lots 1, 2, 3, and 4 of the Original Town of Lombard, Lots 1, 2, 3, the North 25 ft. of Lot 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Caverno's Subdivision, Lot 1 in Lombard Bible Church Consolidation Plat, Lots 1, 2, 3, 4, and 5 in Owner's Subdivision in Block 18 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, and 7 in Block 11 of the Original Town of Lombard, Lots 8, 9, 10, 11, and 12 in J.B. Hull's Subdivision of part of Block 11 and part of outlot 4 of the Original Town of Lombard, Lots 7, 8, 9, 12, 13, 14, 15, 16, 17 and 18 of Grove Park Subdivision, Lots 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 in Grove Park Subdivision, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Grove Park Subdivision First Addition, Lots 11 and 12 in W.H. Maple's Subdivision, Lots 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 10 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8 in the Subdivision of Outlot 10 in the Original Town of Lombard, Lots 1, 2, 4, and 5 of Block 19 in the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, of J.B. Hull's Subdivision of Lot 3 of Block 19 of the Original Town of Lombard, Lot 43 excepting the North 20 feet thereof in Orchard Subdivision, Lots 1 and 2 of Timke's Resubdivision, all of Park Manor Condominium, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northeast Quarter of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

Of that part of Block 22 of the Original Town of Lombard described by beginning at a point on the East line of Main Street, 499.0 feet North of the Southwest corner of said Block 22 and running thence Easterly to a point on the center line of said Block 22 that is 386.6 feet to the Southerly line of said Parkside Avenue; thence Southwesterly along the Southerly line of said Parkside Avenue to the East line of Main Street; thence South on the East line of Main street, 291.85 feet to the place of beginning, Lots 1, 2, and 3 in James' Subdivision of Part of Block 22 of the Original Town of Lombard, Lots 28, 29, 30, and 31 of Part of Block 22 in N. Matson & Others Resubdivision, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 in Block 17 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 in Block 16 of the Original Town of Lombard, Lots 1, 2, the East 1/2 of Lot 3, Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Block 12 of the Original Town of Lombard, Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 in Block 18 of H.O. Stone & Company's Addition to Lombard, Lombard Tower Condominiums, Charlotte-Garfield Condominiums, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northwest Quarter of Section 8, Township 39 North, Range 11, East of the Third Principal Meridian all in DuPage county, Illinois.

EXHIBIT 2

**SECOND AMENDMENT TO
AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE DOWNTOWN TIF DISTRICT AND
THE DEVELOPMENT, OPERATION AND MAINTENANCE OF
A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD**

(attached)

**SECOND AMENDMENT TO
AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE DOWNTOWN TIF DISTRICT AND
THE DEVELOPMENT, OPERATION AND MAINTENANCE OF
A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD**

This SECOND AMENDMENT TO INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT (the "SECOND AMENDMENT") is entered into this 20 day of December, 2016, by and between the VILLAGE OF LOMBARD (the "VILLAGE") and the LOMBARD PARK DISTRICT (the "PARK DISTRICT"). The VILLAGE and the PARK DISTRICT are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the VILLAGE and the PARK DISTRICT entered into "AN INTERGOVERNMENTAL REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated June 9, 2005 (the "ORIGINAL AGREEMENT"); and

WHEREAS, the VILLAGE and the PARK DISTRICT entered into a "FIRST AMENDMENT TO AN INTERGOVERNMENTAL DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE DOWNTOWN TIF DISTRICT AND THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD," dated August 30, 2012 (the "FIRST AMENDMENT" – the ORIGINAL AGREEMENT, as amended by the FIRST AMENDMENT, being hereinafter referred to as the "AMENDED AGREEMENT"); and

WHEREAS, the VILLAGE and the PARK DISTRICT desire to amend certain provisions of the AMENDED AGREEMENT, so as to extend the term thereof for an additional five (5) years; and

WHEREAS, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "TIF ACT"), it is in the best interests of the VILLAGE to approve this SECOND AMENDMENT, and to continue to lease the VILLAGE PROPERTY (as defined in the AMENDED AGREEMENT) to the PARK DISTRICT pursuant thereto, so that redevelopment within the DOWNTOWN TIF DISTRICT (as defined in the AMENDED AGREEMENT) can continue, said redevelopment pursuant to the TIF ACT being the VILLAGE'S purpose for leasing the VILLAGE PROPERTY (as defined in the AMENDED AGREEMENT); and

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

WHEREAS, it is in the best interests of the VILLAGE and the PARK DISTRICT to enter into this SECOND AMENDMENT;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. That Section 1. of the AMENDED AGREEMENT is hereby amended by revising the reference therein to, "December 31, 2016," to read, "December 31, 2021."

2. That Section 10. of the AMENDED AGREEMENT is hereby amended to read in its entirety as follows:

"10. The PARK DISTRICT and the VILLAGE shall review the operation of the PROJECT during September of 2021, to make sure that the VILLAGE PROPERTY remains an appropriate location for the PROJECT. Components of this review shall include, but shall not be limited to, usage of the PROJECT, maintenance of the PROJECT, and public safety incident reports and responses in relation to the PROJECT. Based on said review, the Parties shall decide if they want to extend the term of this AGREEMENT."

3. That Section 12 of the AMENDED AGREEMENT is hereby amended by labeling the current language thereof as subsection A., and adding a new subsection B. thereto, to read in its entirety as follows:

"B. In the event that a redevelopment of the property located immediately West of, and adjacent to, the SUBJECT PROPERTY is proposed, and, as part of said redevelopment, title to the SUBJECT

PROPERTY is sought by the prospective developer, so that the SUBJECT PROPERTY can be included as part of the redevelopment, this AGREEMENT may be terminated by the VILLAGE, upon no less than sixty (60) days prior written notice to the PARK DISTRICT."

4. That Section 13 of the AMENDED AGREEMENT is hereby amended to read in its entirety as follows:

"13. A. In the event of the termination of this Agreement, whether at the end of the term or earlier as a result of a termination pursuant to either Sections 10.A., 11 or 12 hereof, the PARK DISTRICT shall, within sixty (60) days of any such termination, remove the entry gate, fence, sprinkler park equipment, restrooms/storage structure and shaded picnic tables, as referenced in subsections E, F, G, H and I of Exhibit "B", from the VILLAGE PROPERTY, at the PARK DISTRICT'S sole cost and expense. In the event the PARK DISTRICT fails to remove the aforementioned items within said sixty (60) day period, and the VILLAGE is required to remove them, the VILLAGE shall be entitled to receive reimbursement from the PARK DISTRICT for the costs incurred by the VILLAGE relative to said removal.

B. In the event of the termination of this Agreement pursuant to Section 10.B. hereof, the PARK DISTRICT shall, within sixty (60) days of any such termination, remove the entry gate, fence, sprinkler park equipment, restrooms/storage structure and shaded picnic tables, as referenced in subsections E, F, G, H and I of Exhibit "B", from the VILLAGE PROPERTY, and the VILLAGE shall reimburse the PARK DISTRICT for the cost of said removal. In the event the PARK DISTRICT fails to remove the aforementioned items within said sixty (60) day period, the VILLAGE shall be entitled to remove and dispose of them without need to compensate the PARK DISTRICT therefor."

5. That all portions of the AMENDED AGREEMENT, not amended hereby, shall remain in full force and effect.

6. This SECOND AMENDMENT shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same SECOND AMENDMENT.

7. This SECOND AMENDMENT shall be deemed dated and become effective on the date the last of the Parties execute this SECOND AMENDMENT, as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of an Ordinance by its Board of Trustees, has caused this SECOND AMENDMENT to be executed by its Village President and attested by its Village Clerk, and the PARK DISTRICT, pursuant to the authority duly granted by the adoption of a Resolution by its Board of Park Commissioners,

has cause this SECOND AMENDMENT to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD


Keith T. Giagnorio, Village President

Dated: January 19, 2017

LOMBARD PARK DISTRICT


Peter Nolan, President

Dated: 12/20/16

ATTEST:


Sharon Kuderna, Village Clerk

Dated: January 19, 2017

ATTEST:


Paul W. Friedrichs, Secretary

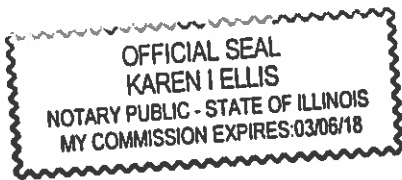
Dated: 12/20/16

ACKNOWLEDGMENT

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 Keith T. Giagnorio and Sharon Kuderna, personally known to me to be the Village President and Village Clerk of the Village of Lombard, 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 Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 19th day of JANUARY, 2017.



Karen I. Ellis
Notary Public

ACKNOWLEDGMENT

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 Peter Nolan and Paul W. Friedrichs, personally known to me to be the President and Secretary of the Lombard Park District, 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 Secretary, they signed and delivered the said instrument and caused the corporate seal of said park district to be affixed thereto, pursuant to authority given by the Board of Park Commissioners of said park district, as their free and voluntary act, and as the free and voluntary act and deed of said park district, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20 day of December, 2016.



Notary Public

