

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) X *Waiver of First Requested*
Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: January 10, 2017 (B of T) Date: January 19, 2017

TITLE: 211 West St. Charles Road - Downtown Lombard Sprinkler Park

SUBMITTED BY: Department of Community Development *Wf*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration 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.

Staff recommends approval of this request.

Staff is requesting a waiver of first reading.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X _____ Date _____

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.



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development *WJH*

MEETING DATE: January 19, 2017

SUBJECT: **Second Amendment to an Intergovernmental Agreement with Lombard Park District – Downtown Lombard Sprinkler Park**

In 2005, the Village of Lombard entered into an Intergovernmental Agreement (IGA) with the Lombard Park District regarding the Downtown Lombard Sprinkler Park at 211 West St. Charles Road. The IGA set forth the terms and conditions associated with its operations and the facility has been successfully operated over the past ten years. The agreement provides for a review and re-approval of the IGA by the parties. The IGA was originally approved for a five year period. In 2011, the agreement was extended for an additional five-year period.

Attached for Board consideration are two ordinances that would extend the IGA for an additional five-year period (i.e., until December 31, 2021). In consideration of downtown development activity and market conditions, staff does not anticipate redevelopment of the property in the immediate term. However, to account for this possibility, the Second Amendment does provide for a termination clause, as well as a cost recovery provision, provided that the Village provides a sixty day notice to the Park District. All other provisions of the agreement remain in full force and effect.

Staff has discussed this amendment with the Lombard Park District staff and the amendment was unanimously approved by the Park District Board at their December 20th meeting.

ACTION REQUESTED

Please place this item on the January 19, 2017 Village Board agenda for consideration and approval. Staff recommends approval of the attached ordinances with a waiver of first reading.



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

tpbayer@ktjlaw.com
DD 312-984-6422

www.ktjlaw.com

MEMORANDUM

To: William Heniff, Director of Community Development, Village of Lombard

From: Tom Bayer, Village Attorney

Via email only

Date: December 8, 2016

**Re: Revised Second Amendment to Sprinkler Park Agreement
with the Lombard Park District**

Per your email of December 7, 2016, attached please find the following revised documents, relative to the above-captioned matter, which amend the Original Agreement, as amended by the First Amendment, to extend the term thereof through December 31, 2021:

1. 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
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

As with the Original Agreement and the First Amendment, the Second Amendment has been drafted as a TIF Redevelopment Agreement, so that the TIF Act controls the approval (only a simple majority vote of the Corporate Authorities is required for approval).

So as to differentiate said documents from the versions sent to you on November 15, 2016, the lower left-hand corners have the following documents numbers:

- The Ordinance: 155184_4
- The Second Amendment: 155200_4

If there are any questions, please feel free to contact me.

encls.

cc: Scott Niehaus, Village Manager (w/ encls.; via email)

ORDINANCE NO. _____

**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 _____, 201__.

First reading waived by action of the Board of Trustees this ____ day of _____, 201__.

Passed on second reading this ____ day of _____, 201____, pursuant to a roll call
vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 201____.

Keith T. Giagnorio, Village President

ATTEST:

Sharon Kuderna, Village Clerk

Published by me in pamphlet form this ____ day of _____, 201____.

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 ____ day of _____, 201__, 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

LOMBARD PARK DISTRICT

Keith T. Giagnorio, Village President

Pete Nolan, President

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Sharon Kuderna, Village Clerk

Paul Friedrichs, Secretary

Dated: _____

Dated: _____

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 _____ day of _____,
201__.

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 Pete Nolan and Paul 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 _____ day of _____,
201__.

Notary Public

**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: _____

ATTEST:

Sharon Kuderna, Village Clerk

Dated: _____

LOMBARD PARK DISTRICT



Peter Nolan, President

Dated: 12/20/16

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 _____ day of _____,
201__.

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

