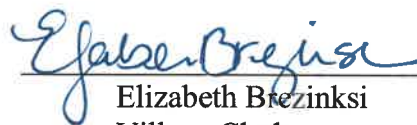


**ORDINANCE 8258
PAMPHLET**

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



PUBLISHED IN PAMPHLET FORM THIS 3RD DAY OF MAY, 2024, BY ORDER
OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE
COUNTY, ILLINOIS.



Elizabeth Brezinski
Village Clerk

ORDINANCE NO. 8258

AN ORDINANCE AUTHORIZING A FOURTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD

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. The VILLAGE, pursuant to Ordinance Nos. 3121, 3122 and 3123, adopted February 2, 1989, as amended by Ordinance No. 5145, adopted June 6, 2002, Ordinance No. 5981, adopted January 18, 2007, Ordinance No. 6648, adopted September 15, 2011, Ordinance No. 7240, adopted June 16, 2016, and Ordinance No. 7953, adopted May 21, 2021, established the Village Downtown Tax Increment Financing (TIF) District (the "DOWNTOWN TIF DISTRICT") relative to the redevelopment project area, as amended, approved a redevelopment project and plan, as amended, in relation to the VILLAGE'S DOWNTOWN TIF DISTRICT and adopted tax increment financing for the VILLAGE'S DOWNTOWN TIF DISTRICT.
- D. 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”).

- E. 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”), and entered into 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,” dated January 19, 2017 (hereinafter the “SECOND AMENDMENT”). The VILLAGE and the PARK DISTRICT entered into a “THIRD 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 December 16, 2021 (the “THIRD AMENDMENT”). The ORIGINAL AGREEMENT, as amended by the FIRST AMENDMENT, SECOND AMENDMENT and the THIRD AMENDMENT, being hereinafter referred to as the “AMENDED AGREEMENT”.
- F. Pursuant to the AMENDED AGREEMENT, the VILLAGE leased the property, commonly 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 Subsections A through I attached as Exhibit "B" to the AMENDED AGREEMENT.

- G. 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.
- H. Attached hereto as EXHIBIT 1 and made part hereof is a Fourth Amendment to the AMENDED AGREEMENT (hereinafter referred to as the "FOURTH AMENDMENT"), which extends the term of the AMENDED AGREEMENT for an additional six (6) years; through December 31, 2029.
- I. It is in the best interests of the VILLAGE to approve the FOURTH AMENDMENT, and to continue to lease the VILLAGE PROPERTY to the PARK DISTRICT pursuant to the AMENDED AGREEMENT, as amended by the FOURTH AMENDMENT.
- J. The VILLAGE'S DOWNTOWN TIF DISTRICT expired on December 31, 2023.
- K. Nonetheless, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation.
- L. Further, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) authorizes the Village to enter into the FOURTH AMENDMENT by a three-fourths (3/4ths) vote of the Corporate Authorities of the Village.

SECTION 2: Based upon the foregoing and pursuant to Article VII, Section 10 of the 1970 Illinois Constitution, 5 ILCS 220/1 through 220/9 and 65 ILCS 11-76-1, the FOURTH AMENDMENT attached hereto as EXHIBIT 1 and incorporated herein by reference, 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 FOURTH AMENDMENT, on behalf of the VILLAGE, and they are further authorized and directed to execute and deliver such other instruments, including said FOURTH 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 and approval by a three-fourths (3/4ths) vote of the Corporate Authorities pursuant to 65 ILCS 5/11-76-1, and publication in pamphlet form as provided by law.

Passed on first reading this _____ day of _____, 2024.

First reading waived by action of the Board of Trustees this 2nd day of May 2024.

Passed on second reading this 2nd day of May 2024, pursuant to a roll call vote as follows:

AYES: Trustee LaVaque, Puccio, Dudek, Honig, Bachner, President Giagnorio

NAYS: None

ABSENT: Trustee Militello

APPROVED by me this 2nd day of May 2024.


Keith T. Giagnorio, Village President

ATTEST:


Elizabeth Brezinski, Village Clerk

Published by me in pamphlet form this 2nd day of May 2024.


Elizabeth Brezinski, Village Clerk

EXHIBIT 1

**FOURTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO THE OPERATION AND MAINTENANCE OF A SPRINKLER PARK
AT 211 WEST ST. CHARLES ROAD**

(attached)

**FOURTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK
DISTRICT IN REGARD TO THE OPERATION AND MAINTENANCE OF A
SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD**

This FOURTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE OPERATION AND MAINTENANCE OF A SPRINKLER PARK AT 211 WEST ST. CHARLES ROAD (the "Fourth Amendment") is entered into this ___ day of _____, 2024, by and between the VILLAGE OF LOMBARD (the "VILLAGE") and the LOMBARD PARK DISTRICT (the "PARK DISTRICT" or "DISTRICT"). The VILLAGE and the DISTRICT are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H

WHEREAS, the VILLAGE is the fee owner of real property commonly known as 211 West St. Charles Road, Lombard, Illinois (the "Village Property"); and

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" (the "Sprinkler Park") dated June 9, 2005 (the "Original Agreement"), which provided for the redevelopment of the Village Property as the Sprinkler Park and set forth the Parties rights and obligations regarding the redevelopment of the Village Property; 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”); and

WHEREAS, the VILLAGE and the PARK DISTRICT entered into a “SECOND 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 January 19, 2017 (the “Second Amendment”); and

WHEREAS, the VILLAGE and the PARK DISTRICT entered into a “THIRD 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 December 16, 2021 (the “Third Amendment”); and

WHEREAS, The Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment shall be referred to herein as the “Amendment Agreement”; and

WHEREAS, Section 10 of the Amended Agreement provides that:

“The PARK DISTRICT and the VILLAGE shall review the operation of the PROJECT during September of 2023, 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 enter into a new lease agreement relative to the VILLAGE PROPERTY.”

WHEREAS, the VILLAGE’s Downtown TIF District expired on December 31, 2023 and the VILLAGE and the PARK DISTRICT have determined, after a review pursuant to Section 10 of the Amended Agreement, to amend the Original Agreement a fourth time to extend the term of the Amended Agreement for an additional five (5) years and to set forth the statutory authority of the Village to enter into the Fourth Amendment given that the VILLAGE’s Downtown TIF District has expired; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 *et seq.*, provide authority for intergovernmental cooperation; and

WHEREAS, the VILLAGE is authorized to enter into this Fourth Amendment pursuant to Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/11-76-1, by approval of an ordinance by a three-fourths vote of the Village corporate authorities; and

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

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the VILLAGE and the DISTRICT agree as follows:

1. That the recitals (Whereas clauses) set forth in the Amended Agreement are hereby amended by revising the tenth recital to read in its entirety as follows:

“WHEREAS, pursuant to Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/11-76-1, the Village has the authority to permit the PARK DISTRICT to use the VILLAGE PROPERTY for the operation and maintenance of the PROJECT and it is in the best interest of the VILLAGE do so.”

2. That the recitals (Whereas clauses) set forth in the Amended Agreement are hereby further amended by deleting the second, third, fourth and fifth recital in their entirety.

3. That Section 1 of the Amended Agreement is hereby amended by revising it to read in its entirety as follows:

“The VILLAGE hereby authorizes and permits the PARK DISTRICT to use the VILLAGE PROPERTY for the operation and maintenance of the PROJECT from the date of this Agreement (hereinafter referred to as the “START DATE”), until December 31, 2029.”

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

“The PARK DISTRICT and the VILLAGE shall review the operation of the PROJECT during September of 2029, 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 enter into a new or extended lease agreement relative to the VILLAGE PROPERTY.”

5. That all portions of the Amended Agreement, not amended by this Fourth Amendment, shall remain in full force and effect.

6. This Fourth 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 Fourth Amendment.


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

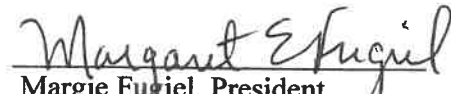
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of an Ordinance by its Board of Trustees, has caused this FOURTH 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 FOURTH AMENDMENT to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

LOMBARD PARK DISTRICT


Keith T. Giagnorio, Village President


Margie Fugiel, President


Dated: 5/2/24

Dated: 3/26/24

ATTEST:

ATTEST:


Elizabeth Brezinski, Village Clerk


Joseph S. McCann, Secretary

Dated: 5/2/24

Dated: March 26, 2024

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 Elizabeth Brezinski, 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 2nd day of May, 2024.

Monika Reszka
Notary Public

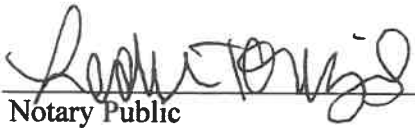


ACKNOWLEDGMENT

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 Margie Fugiel and Joseph S. McCann, 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 26th day of MARCH, 2024.



Notary Public

