

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: August 19, 2024 (B of T) Date: September 5, 2024

TITLE: Third 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 Third 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



August 19, 2024

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl S. Goldsmith, Director of Public Works

SUBJECT: **Third 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. Due to delays in the conveyance of the former library site to the Lombard Park District, the timeframe set forth in the original agreement needed to be extended. A first amendment to the MOU was executed in November 2023. The first amendment provided an extension of the use through June 30, 2024. A second Amendment was executed by the Village and Library that extended the timeframe for the closing until August 31, 2024. Unfortunately, the Helen Plum Library and Lombard Park District have not yet completed the conveyance; therefore, the Village and Library are seeking a Third Amendment that would provide an extension of the use agreement through October 31, 2024. Once the conveyance from the Library to the Park District is complete, the Village will enter into an agreement with the Lombard Park District for the use of the spaces.

The Executive Director of the Helen Plum Library has executed the agreement on behalf of the Library Board who will ratify the decision at their September 17, 2024 meeting.

Recommendation:

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

RESOLUTION R 24-_____

A RESOLUTION AUTHORIZING THE EXECUTION OF THE SECOND 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 Third 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 _____, 2024, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this _____ day of _____, 2024.

Keith Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

Exhibit A

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

(attached)

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

THIS THIRD ADDENDUM, entered into this __ day of August, 2024, 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 August __, 2024, (hereinafter the "License Agreement"). This Third 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 Third Addendum to this Agreement, the Term of this Agreement shall be extended to the earlier of October 31, 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 Third Addendum is meant to supplement the terms of the License Agreement. In all respects, except as specifically amended by this Third 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 Third Addendum, the terms of this Third Addendum shall supersede and control.
- B. This Third 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 Third Addendum shall be effective on the date that the last signatory executes this Third Addendum (the "Effective Date"), which date shall be inserted on page 1 hereof.

IN WITNESS WHEREOF, the Parties have caused this Third 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: 
Name: Anne Luzeniecki
Title: Executive Director

Date: August 19, 2024.

VILLAGE OF LOMBARD:

By: _____
Name:
Title:

Date: _____, 2024.

ELMHURST MEMORIAL HEALTHCARE:

By: _____
Name
Title:

Date: _____, 2024.

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

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HELEN M. PLUM MEMORIAL LIBRARY DISTRICT

By: 
Name: Anne Luzeniecki
Title: Executive Director

Date: August 19, 2024.

VILLAGE OF LOMBARD:

By: _____
Name:
Title:

Date: _____, 2024.

ELMHURST MEMORIAL HEALTHCARE:

By: _____
Name
Title:

Date: _____, 2024.