

January 28, 2019

VIA EMAIL (hmetz@robbins-schwartz.com)

Mr. Howard Metz
Robbins Schwartz
55 W Monroe, Suite 800
Chicago, IL 60603

Re: Helen M. Plum Memorial Library Project

Dear Mr. Metz:

This letter is sent in furtherance of the ongoing discussions between the Lombard Park District (“Park District”) and the Helen M. Plum Memorial Library (“Library”) regarding the construction of a new library building adjacent to Lilacia Park. It also addresses, in part, certain issues raised in the January 15, 2019, letter from Library Board President Jason Brandt to Park Board President Dave Kundrot, including allegations that the Park District is in “material breach” of a 2007 intergovernmental agreement between the parties.

As you are aware, the Library and the Park District are parties to a certain Intergovernmental Agreement dated November 1, 2007 (“2007 IGA”). The 2007 IGA involved the swap of certain property (defined in the 2007 IGA as the “District Driveway Property” and the “New Library Property,” respectively), and, among other things, the future construction of a shared access driveway (defined in the 2007 IGA as the “District Driveway”). More specifically, the 2007 IGA states, in pertinent part:

10. Construction of District Driveway. The Library shall, at its sole cost and expense, design and construct the District Driveway, which shall be no less than ten (10) feet wide at any point, including site preparation and a gate or other entry control point. Design and construction of the District Driveway and gate or other entry control point and the timing of the construction work shall be by agreement of the Library and the District. All work will be done in accordance with applicable standards, codes, and ordinances of the Village of Lombard. The design of improvements shall be reviewed and approved by the Village of Lombard prior to starting work.

As you are also aware, the Park District has, from the very beginning, expressed serious concerns regarding the location and design of the new Library building. These issues include, but are not limited to:

1. The visual and acoustical impact of the proposed building's two-story brick and concrete design.
2. The proximity of the proposed building to the existing Carriage House located on Park District property.
3. The lack of a satisfactory plan to ensure the Carriage House is not damaged or negatively impacted in any way during and after construction.
4. The overall aesthetics of the proposed building and its impact on the public's use and enjoyment of Lilacia Park.

Efforts between the parties to reach common ground on these issues, which date back more than two years at this point, have proven unsuccessful.

The Park District's Board of Park Commissioners ("Park Board") has directed me to inform you that it will continue to honor its obligations under the 2007 IGA. This is not a new position, and is consistent with the Park Board's approach to negotiations with the Library from the outset of the project. However, please be advised that the Park Board is unwilling to grant or extend any further property rights or interests in any Park District property beyond its obligations under the 2007 IGA. Park District representatives will be happy to sit down with the Library to discuss plans for a shared use access drive that comports with the 2007 IGA and is agreeable to both parties.

However, this letter and the Park District's agreement to sit down with the Library to discuss a shared use access drive should not be construed as approval of or consent to any other aspect of the Library's plans to construct a new Library building. To be clear, the Park District still has serious reservations regarding the Library's current proposal and, unless significant design changes are made, will continue to express those concerns at appropriate times in the future, including, as and if necessary, before the Plan Commission, the Zoning Board of Appeals, and the Village Board of Trustees.

Turning to Library Board President Jason Brandt's January 15, 2019, letter to Park Board President Dave Kundrot, Mr. Brandt levels a variety of accusations against the Park District, including allegations that the Park District is in material breach of the 2007 IGA based on the Park Board's actions at a recent Park Board meeting. Mr. Brandt also demands "that reasons for withholding approval of the access driveway relocation be enumerated." I will address each issue in turn.

While a detailed recitation of the lengthy background surrounding the Library's construction of a new building, the back and forth between the parties, and the accuracy of the allegations in Mr. Brandt's letter are beyond the scope of this letter, and perhaps best reserved for a different forum, the severity of the allegations and the Library's pattern and practice of misrepresenting the facts and circumstances surrounding its interactions with the Park District to the general public in an apparent effort to shift blame and impact the public narrative requires this brief response.

As a threshold matter, any attempt to characterize the Park District as obstructionist or otherwise shift blame for the Library's failure to move its project forward blatantly ignores the

events of the past several years. The Park District has spent countless hours, at both the staff and Board levels, engaged in efforts to find common ground and compromise with the Library on this project. After all, it was the Library, not the Park District, that advanced a project through referendum that involved the use of property it did not own and that it had not secured the necessary property rights to use. The Park District has on three separate occasions provided additional land to the Library at Lilacia Park (in 1963, 1977 and 2007). Heavily scrutinizing the Library's most recent request to provide still further land is not obstructionist. Rather, it is consistent with the Park Board's statutory duty to preserve and protect open, green space for the use of current and future resident of Lombard as well as for the public generally.

With respect to the specific allegations of the Park District's material breach of the 2007 IGA, I once again direct your attention to the language from the 2007 IGA quoted above. The 2007 IGA states, in pertinent part: "The Library shall, at its sole cost and expense, design and construct the District Driveway, which shall be no less than ten (10) feet wide at any point, including site preparation **and a gate or other entry control point.**" (Emphasis added). The Library's most recent proposal for the access drive shows that the access drive will be located on both the Library and the Park District's property, and that, in addition to shared use by the parties, it will also be open to the public's use, including to facilitate a drive-thru book return. Noticeably absent is any reference to a gate or other form of entry control. The shared ownership, the public's use of the access drive, and the lack of entry control all deviate from the requirements in the 2007 IGA. Interestingly, when attacking the Park District's recent conduct, Mr. Brandt cites to the above language from the 2007 IGA, but conveniently omits, whether intentionally or otherwise, reference to the requirement for a "gate or other entry point control." This deviation alone takes the proposed access drive outside the scope of the 2007 IGA. But all three elements, when viewed together, represent a material departure from the mandates of the 2007 IGA.

The Park District has always acknowledged that the 2007 IGA obligates both parties to work together to facilitate the design and construction of a new shared access drive. What the 2007 IGA does not do, however, is obligate the Park District to agree to the design and construction of a shared access drive that exceeds the conditions expressly set forth in the 2007 IGA. Any shared access drive that exceeds those express requirements requires additional consent from the Park District, separate and apart from the 2007 IGA, consent that the Park District may grant, deny, or condition in its sole and absolute discretion. This point is further evidenced by the Village of Lombard's continued insistence that the Library obtain the Park District's consent to the proposed development as currently constituted, despite the existence of the 2007 IGA.

Any attempt to use the 2007 IGA to force the Park District to agree to improvements above and beyond those specifically set forth in the 2007 IGA, either based on threat of legal action or through public pressure, or both, are unsupported by law and are a gross distortion of the intent of the 2007 IGA. As I indicated above, the Park District remains willing to meet with the Library to discuss mutually agreeable plans for a shared access drive that comports with the parties' obligations under the 2007 IGA.

And finally, in response to Mr. Brandt's demand "that [the Park District's] reasons for withholding approval of the access driveway relocation be enumerated," I leave you with the following, in no particular order of importance:

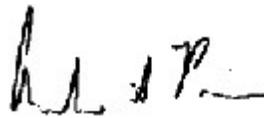
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1. The shared access drive is part and parcel of the larger, overall development project. Other than at a conceptual level, specific plans and specifications for one cannot be properly discussed without the other.
2. The Park District has not refused to participate or negotiate with the Library. It has, at times however, placed certain restrictions or conditions on those negotiations.
3. The Library's proposed shared use access drive, as currently constituted, differs in several material respects from the shared use access drive contemplated by the 2007 IGA and is therefore outside the purview of, and not covered or controlled by, the 2007 IGA.

Should you have any questions or wish to discuss any of the above in more detail, please contact me at your convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read "A. S. Paine", with a horizontal line extending to the right.

Andrew S. Paine

cc: Board of Park Commissioners, Lombard Park District
Paul Friedrichs, Executive Director, Lombard Park District