

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: 10/10/07 (COW) (B of T) Date: October 18, 2007

TITLE: Intergovernmental Agreement with Lombard Park District
Installation of Entry Sign at Sunset Knolls Park

SUBMITTED BY: Wesley B. Anderson, Director of Public Works
WBA by ODF

BACKGROUND/POLICY IMPLICATIONS:

See Attached

FISCAL IMPACT/FUNDING SOURCE:

None

Review (as necessary):
Village Attorney X
Finance Director X
Village Manager X

David A. Miller
Date: 10/10/07
Date: _____
Date: _____

R E S O L U T I O N
R _____
08

**A RESOLUTION AUTHORIZING APPROVAL OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and the Lombard Park District regarding the "ENTRY SIGN" which includes INSTALLATION AND LANDSCAPING hereto; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreement.

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 Village President be and hereby is authorized to approve on behalf of the Village of Lombard said Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to approve said Agreement as attached hereto.

Adopted this _____ day of _____, 2007.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2007.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

Agreement.

WHEREAS, it is in the best interests of the VILLAGE and the PARK DISTRICT to enter into this Cooperation Act, 5 ILCS 220/1 through 220/9 authorize and encourage intergovernmental cooperation; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental

Entrance Sign; and

and conditions, the PARK DISTRICT has no objection to the VILLAGE'S construction and maintenance of the

hereof (hereinafter referred to as the "Entrance Sign"); and whereas, subject to compliance with certain terms

Park Property; said entry-way sign being substantially as depicted on Exhibit A attached hereto and made part

WHEREAS, the VILLAGE would like to construct a VILLAGE entry-way sign on a portion of the

and

(Hereinafter referred to as the "Park Property";

P.L.N.: 06-18-106-004;

COUNTY, ILLINOIS.

LOT 1 OF THE LOMBARD PARK DISTRICT PLAT OF CONSOLIDATION OF PART OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 11 EAST AND SECTION 13, TOWNSHIP 39 NORTH, RANGE 10 EAST, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1999-232900, ALL IN DU PAGE

Knoll Park said property being legally described as follows:

WHEREAS, the PARK DISTRICT is the record owner of certain property, commonly known as Sunset

WITNESSETH

referred to as the "PARK DISTRICT").

LOMBARD (hereinafter referred to as the "VILLAGE") and the LOMBARD PARK DISTRICT (hereinafter

THIS AGREEMENT, entered into this _____ day of _____, 2007, by and between the VILLAGE OF

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND
THE LOMBARD PARK DISTRICT IN REGARD TO A
VILLAGE OF LOMBARD ENTRANCE SIGN AT SUNSET KNOLL PARK**

Sign.

restore the Park Property to the same or better condition as existed prior to the construction of the Entrance
Upon revocation of the license, the VILLAGE shall, at its sole cost and expense, remove the Entrance Sign and
DISTRICT determines, in its sole discretion, that it requires the Park Property for park and recreational use.

6. The PARK DISTRICT may revoke the license for which this Agreement provides if the PARK
repair and maintenance of the Entrance Sign and all landscaping in relation thereto.

5. Upon completion of the Entrance Sign Work, the VILLAGE will be solely responsible for the

and made part hereof, at a specific location to be agreed to in writing by the PARK DISTRICT.

4. The Entrance Sign shall be constructed in the general area as depicted on Exhibit C attached hereto

Entrance Sign Work.

3. The VILLAGE shall be solely responsible for any and all costs and expenses in relation to the

(hereafter referred to collectively as the "Entrance Sign Work").

B. Landscaping and plantings around the Entrance Sign

A. Installation of the Entrance Sign; and

generally include:

consist of those work items as set forth on Exhibit B, attached hereto and made part hereof, and

2. The parties agree that the work performed by the VILLAGE relative to the Entrance Sign shall

Park Property.

VILLAGE a revocable license to erect, repair and maintain the Entrance Sign and related landscaping on the

is not applicable to any other PARK DISTRICT property. The PARK DISTRICT hereby grants to the

1. The parties agree and acknowledge that this Agreement is applicable only to the Park Property, and

contained therein, the parties agree as follows:

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements

Executive Director
Lombard Park District
227 West Parkside Avenue
Lombard, IL 60148

B. If to the PARK DISTRICT:

Village Manager
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

A. If to the VILLAGE:

certified mail, return receipt requested, postage prepaid, addressed as follows:

in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or

8. Notice or other writings which either party is required to, or may wish to, serve upon the other party

reasonably satisfactory to the PARK DISTRICT.

maintenance work in relation thereto, which insurance policies shall be written with insurers and in amounts

on the insurance policies required of the contractor relative to the Entrance Sign Work, or any future

to include the PARK DISTRICT, and its elected officials, officers, agents and employees as additional insureds

Entrance Sign and the landscaping in relation thereto and the VILLAGE further agrees to require any contractor

employees or contractors relating to the Entrance Sign Work or the VILLAGE'S ongoing maintenance of the

Property pursuant to this Agreement, including any acts or omissions of the VILLAGE, or its officers, agents,

damages of any kind which may arise, either directly or indirectly, out of the VILLAGE'S use of the Park

attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for

officials, officers, employees and agents, with respect to any claim or loss, including but not limited to,

7. The VILLAGE shall indemnify, defend and hold harmless the PARK DISTRICT, and its elected

or to such other address, or additional parties, as either party may from time to time designate in a written notice to the other party.

9. This Agreement 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 Agreement.

10. This Agreement contains the entire understanding between the parties and supersedes any prior

understanding or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

11. This Agreement shall be deemed dated and become effective on the date the last of the parties

execute this Agreement as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a

Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk, and the PARK DISTRICT, pursuant to the authority duly granted by the adoption of a motion by its Board of Park Commissioners, has caused this instrument to be signed by its President and attested by its

Secretary.

VILLAGE OF LOMBARD:

Village President

ATTEST:

Village Clerk

DATED: _____

LOMBARD PARK DISTRICT

President

ATTEST:

Secretary

DATED: _____