

AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO WATER COSTS ASSOCIATED WITH
THE PARADISE BAY WATER PARK

THIS AGREEMENT is made and entered into this 17th day of June, 2010, by and between the Village of Lombard (the “Village”) and the Lombard Park District (the “District”) (The Village and the District being sometimes referred to herein individually as a “Party” and collectively as the “Parties.”).

W I T N E S S E T H

WHEREAS, the Illinois Constitution, in Article VII, Section 10, authorizes units of local government to enter into agreements to share services; and

WHEREAS, pursuant to 5ILCS 220/1 et. seq., public agencies of this State have the right to exercise their authority jointly with other public agencies of the State; and

WHEREAS, the Village and the District are units of local government and/or public agencies; and

WHEREAS, the District owns and operates the Paradise Bay water park facility located at 437 East St. Charles Road (hereinafter the “Facility”), and

WHEREAS, the Village recognizes that the District incurs significant costs associated with the use of water relative to the operation of the Facility and its related appurtenances; and

WHEREAS, the Village requires all consumers of public water provided by the Village to compensate the Village for such water consumption as set forth within Section 50.114 of the Lombard Village Code; and

WHEREAS, in addition for billing for water consumed by respective customers, water charges to customers also includes costs associated with the sewer use and operations, with said charges being based upon the amount of water consumed; and

WHEREAS, the Village recognizes that a significant amount of the water used at the Facility evaporates or does not ultimately discharge into the Village's public sanitary or storm sewer system; and

WHEREAS, the Village recognizes that the water that is used at the Facility is being used for public benefit as part of the Facility and is being used by Village residents as well as other visitors to the community; and

WHEREAS, the Village and the District recognize that, as a result of the foregoing, an alternate method for addressing the costs associated with sewer component of the water bill at the Facility would be of mutual benefit;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the Village and the District agree as follows:

A. The Village shall utilize revenues generated by the Village's hotel/motel tax to reimburse the Village for the wastewater collection and treatment charge (also known as the "Sewer Charge") as a component of the water usage bill by the District as part of the Facility operations. In order for the District to receive the reimbursement for the Sewer Charge portion of the water bill, the District shall remit a copy of the paid water bill to the attention of the Finance Director

of the Village. The Village shall then send the District a check for the Sewer Charge component in a timely fashion.

B. In lieu of the District paying for Sewer Charge as required by Section 50.114 of the Village Code, the District agrees to provide free admission passes to all guests staying at any hotel within the corporate limits of the Village.

C. The Park District shall do all things necessary and appropriate to facilitate the dispersal of the free admission passes to the hotels within the Village, so that hotel guests can use the Facility free of charge.

D. The District shall keep records relative to the free admission passes used relative to the Facility, and, upon request of the Village, provide a report relative thereto to the Village.

E. This Agreement shall be in full force and effect for the 2010 Facility season, and shall be renewed annually thereafter unless written notification of cancellation shall be received by either Party no less than ninety (90) days prior to the start date for the next Facility season. Any such cancellation notification shall be given by personal service, or certified mail, return receipt requested, addressed as follows:

If to the Village:
Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

If to the District:
Park District Director
Lombard Park District
227 W. Parkside Avenue
Lombard, Illinois 60148

F. This Agreement may be amended only in writing and only upon approval of both Parties.

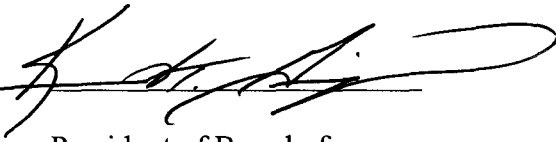
G. Both Parties represent that authority has been granted by their respective governing bodies, by ordinance, resolution or motion, for execution of this Agreement.

H. This Agreement shall be executed in two (2) counterparts, so that each Party shall have a copy containing original signatures. Each of these counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same.

I. This Agreement as written is the complete and entire Agreement between the Village and the District pertaining to the use of, and payment for, the Sewer Charge component of the water bill at the Facility.

LOMBARD PARK DISTRICT

VILLAGE OF LOMBARD

By: 

President of Board of
Park District Commissioners

By: 

Village President

(SEAL)

(SEAL)

Attest: 
Secretary

Attest: 
Village Clerk