

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: David A. Hulseberg, Village Manager

DATE: August 24, 2009 (COW) (B of T) **Date:** September 3, 2009

TITLE: Sunset Knoll Parking Lot – IGA with the Lombard Park District & Glenbard High School District No. 87

SUBMITTED BY: Carl S. Goldsmith, Director of Public Works *CJ*

BACKGROUND/POLICY IMPLICATIONS:

InterGovernmental Agreement (IGA) with the Lombard Park District & Glenbard High School District No.87 to contribute funding and Resident Engineering services for the parking parking lot improvements at Sunset Knoll Park.

FISCAL IMPACT/FUNDING SOURCE:

Village of Lombard's portion of the Project: \$70,000.000
Funding Source: Capital Projects Fund

Review (as necessary):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



TO: Village President and Board of Trustees
David A. Hulseberg, Village Manager

FROM: Carl S. Goldsmith, Director of Public Works *CS*

DATE: August 24, 2009

SUBJECT: INTERGOVERNMENTAL AGREEMENT – Sunset Knoll Parking Lot

The Village of Lombard, School District #87 and the Lombard Park District have been collaborating on the expansion of the parking lot located at the south end of Sunset Knoll Park. The current lot is a gravel lot, devoid of any drainage structures, lighting, landscaping or striping. The current configuration provides for approximately 44 parking spaces. The lot provides parking for the athletic fields during park district activity; however the primary purpose of the lot is the off-street parking for Glenbard East High School students. The use of the lot by students is beneficial in several ways; it provides additional parking to the school and it eases the impact the students have on residential neighborhoods around the school.

As part of the Village's 2010 Fiscal Year Budget process, the Board approved a contribution of \$70,000 in Capital Projects Funds towards the expansion of the lot. The other two participating entities have committed \$80,000 each towards the project. The IGA stipulates the following:

Lombard Park District

- The District is responsible for design, bid, award and construction of the improvement in accordance with all Village Codes.
- The District shall commit \$80,000 in funds to the project.
- The District will enter into a License Agreement with the School District (Exhibit B) for the maintenance and use of the lot. **The Village is not a party to this agreement.**
- The District shall indemnify the Village and School District.

Village of Lombard

- The Village shall serve as Resident Engineer for the project.
- The Village shall commit \$70,000 towards the project.
- Allow the on-street parking along the south side of Wilson Avenue adjacent to the school to remain.
- The Village shall indemnify the Park District and School District.

School District

- The School shall provide funds in the amount of \$80,000 towards the project.
- The School will enter into a License Agreement with the Park District for the maintenance and use of the lot.
- The School District shall indemnify the Village and Park District.

The Park District opened sealed bids for the project on June 16, 2009 and received a proposal from Chicagoland Paving in an amount of \$196,656.50. The contract was awarded by the Park Board at their July meeting. The Park District Board will be considering the IGA at the August

25, 2009 meeting and the School Board will approve the IGA at their September 14, 2009 meeting.

Staff recommends that the Village President and Board of Trustees adopt a resolution authorizing the Village President and Village Clerk to execute certain Intergovernmental Agreement with the Lombard Park District and Glenbard High School District 87 for the Sunset Knoll Parking Lot Expansion.

H:\PW\Director\Sunset Knolls Parking Lot\8.5.09 Sunset Knolls IGA.doc

RESOLUTION

R _____ 10

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

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement between the Village of Lombard, the Lombard Park District and Glenbard High School District No. 87 regarding improvements to the Sunset Knoll Parking Lot as attached hereto and marked Exhibit "A"; 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 sign on behalf of the Village of Lombard said agreement as attached hereto.

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

Adopted this 3rd day of September, 2009.

Ayes; _____

Nays: _____

Absent: _____

Approved this 3rd day of September, 2009.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF LOMBARD, THE LOMBARD PARK DISTRICT
AND GLENBARD HIGH SCHOOL DISTRICT NO. 87 IN REGARD TO
THE EXPANSION OF THE PARKING LOT IN SUNSET KNOLL PARK**

THIS AGREEMENT (hereinafter referred to as the "Agreement"), entered into this ____ day of _____, 2009, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE"), the LOMBARD PARK DISTRICT (hereinafter referred to as the "PARK DISTRICT") and the BOARD OF EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87 (hereinafter referred to as the "SCHOOL DISTRICT"). The VILLAGE, the PARK DISTRICT and the SCHOOL DISTRICT are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the PARK DISTRICT is the record owner of certain real property, commonly known as Sunset Knoll Park, generally located on the North side of Wilson Avenue, between Illinois Route 53 and Finley Road; said property being legally described as follows:

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 COUNTY, ILLINOIS;

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

(hereinafter referred to as the "Park Property");

and

WHEREAS, there currently is a parking lot located on the Southern edge of the Park Property which contains approximately fifty (50) parking spaces (hereinafter referred to as the "Parking Lot"); and

WHEREAS, the SCHOOL DISTRICT currently experiences parking problems relative to Glenbard East High School, which is located Southeast of the Park Property; and

WHEREAS, the parking problems experienced by the SCHOOL DISTRICT relative to Glenbard East High School also impact the VILLAGE and the neighborhood surrounding Glenbard East High School, in that the VILLAGE has jurisdiction over the streets in the vicinity of Glenbard East High School, and has received complaints from the residents of the neighborhood surrounding Glenbard East High School; and

WHEREAS, the PARK DISTRICT has indicated that it would be willing to construct an approximately 37,000 square foot addition adding approximately twenty-eight (28) parking space addition to the Parking Lot, as shown on the plans attached hereto as Exhibit "A" and made part hereof (hereinafter referred to as the "Project"), to help alleviate the parking problems being experienced in the immediate area, provided the VILLAGE and the SCHOOL DISTRICT contribute to the cost of the Project; and

WHEREAS, the VILLAGE wishes to contribute to the cost of the Project, provided the Project is constructed in compliance with all applicable VILLAGE codes, ordinances and regulations, as same may be varied by the VILLAGE; and

WHEREAS, the SCHOOL DISTRICT wishes to contribute to the cost of the Project, provided the PARK DISTRICT enters into an agreement with the SCHOOL DISTRICT relative to the use of the Parking Lot, as expanded by the Project, by the

students, faculty and staff of Glenbard East High School on days on which school is in session; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide the authority for this Agreement; and

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

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

2. **PARK DISTRICT OBLIGATIONS.** In relation to the Project, the PARK DISTRICT agrees to:

- A. Design, bid, award a contract for construction of, and construct the Project in full compliance with all applicable VILLAGE codes, ordinances and regulations, as same may be varied by the VILLAGE, at the PARK DISTRICT'S initial cost and expense, subject to the cost sharing obligations of the SCHOOL DISTRICT and the VILLAGE as set forth herein; and
- B. Enter into the License Agreement to Use the Parking Lot in Sunset Knoll Park, attached hereto as Exhibit "B" and made part hereof, with the SCHOOL DISTRICT.

3. **VILLAGE OBLIGATIONS.** In relation to the Project, the VILLAGE agrees to:

- A. Reimburse the PARK DISTRICT for seven twenty-thirds (7/23rds) of the costs incurred by the PARK DISTRICT in designing and constructing the Project, not to exceed seventy thousand and no/100 dollars (\$70,000.00);

- B. At its sole cost and expense, through the use of its engineering staff, provide to the PARK DISTRICT all resident engineering services necessary during the construction of the Project, including, without limitation, necessary supervision of the construction work (exclusive of the methods and means of construction, which shall be the sole responsibility of the PARK DISTRICT'S contractor) and liaison with building department staff regarding compliance with all applicable VILLAGE ordinances;
- C. Accept, consider and grant, provided the standards for a variation have been satisfied, a variation from the detention requirements of Chapter 151 of the Lombard Village Code relative to the Project; and
- D. Allow the on-street parking along the South side of Wilson Avenue, between Lincoln Street and Edson Street, to remain for use by faculty, staff and students of the SCHOOL DISTRICT.

4. SCHOOL DISTRICT OBLIGATIONS. In relation to the Project, the SCHOOL

DISTRICT agrees to:

- A. Reimburse the PARK DISTRICT for eight twenty-thirds (8/23rds) of the costs incurred by the PARK DISTRICT in designing and constructing the Project, not to exceed eighty thousand and no/100 dollars (\$80,000.00); and
- B. Enter into the License Agreement to Use the Parking Lot in Sunset Knoll Park, attached hereto as Exhibit "B" and made part hereof, with the PARK DISTRICT.

5. SURVEY, DESIGN AND CONSTRUCTION OF THE PROJECT. The PARK DISTRICT shall proceed with the design, bidding, contract award, and construction of the Project, in accordance with the plans attached as Exhibit "A" to this Agreement, with the estimated construction costs associated with the Project not to exceed two hundred thirty thousand and no/100 dollars (\$230,000.00); all as more fully set forth on Exhibit "C" attached hereto and made part hereof. The SCHOOL DISTRICT and the VILLAGE shall reimburse the PARK DISTRICT for their respective proportionate shares (as set forth in subsections 3.A. and 4.A. above) of the actual costs associated with the

construction of the Project, upon completion of the Project in accordance with the plans attached as Exhibit "A" to this Agreement, the SCHOOL DISTRICT'S and the VILLAGE'S reasonable approval of the completed Project and receipt of an itemized bill(s) for said costs from the PARK DISTRICT, in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), with said proportionate shares being capped at the amounts as set forth in subsections 3.A. and 4.A. above. In the event that the bids that are received by the PARK DISTRICT result in a proposed cost for the Project of in excess of two hundred thirty thousand and no/100 dollars (\$230,000.00), the PARK DISTRICT, the VILLAGE and the SCHOOL DISTRICT shall meet to determine whether the VILLAGE and the SCHOOL DISTRICT will agree to pay their respective proportionate shares of the amount in excess of two hundred thirty thousand and no/100 dollars (\$230,000.00), or whether the scope of the Project work can be revised to bring the cost thereof down to an amount of two hundred thirty thousand and no/100 dollars (\$230,000.00) or less. In either case, the SCHOOL DISTRICT and the VILLAGE shall provide the PARK DISTRICT with a written confirmation of their respective decisions and, together with the PARK DISTRICT, shall execute an addendum to this Agreement memorializing any agreement to contribute proportionately to a Project cost exceeding two hundred thirty thousand and no/100 dollars (\$230,000.00). The PARK DISTRICT shall make reasonable efforts to complete the Project prior to October 31, 2009.

6. **PARK DISTRICT INDEMNIFICATION OF VILLAGE AND SCHOOL DISTRICT.** The PARK DISTRICT shall indemnify and hold harmless the VILLAGE and SCHOOL DISTRICT, and their respective officers, agents and employees, with respect

to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the PARK DISTRICT, or its officers, agents, employees, consultants or contractors, arising from the design or construction of the Project. The PARK DISTRICT further agrees to require any contractor to include the VILLAGE and the SCHOOL DISTRICT, and their respective elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the Project, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to the VILLAGE and the SCHOOL DISTRICT.

7. SCHOOL DISTRICT INDEMNIFICATION OF THE PARK DISTRICT AND THE VILLAGE. The SCHOOL DISTRICT shall indemnify and hold harmless the PARK DISTRICT and the VILLAGE, and their respective officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from the use of the Parking Lot, as expanded by the Project, by the SCHOOL DISTRICT, or its officers, agents, faculty, staff, other employees or students.

8. VILLAGE INDEMNIFICATION OF THE PARK DISTRICT AND THE SCHOOL DISTRICT. The VILLAGE shall indemnify and hold harmless the PARK DISTRICT and the SCHOOL DISTRICT, and their respective officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and

all claims for damages of any kind which may arise, either directly or indirectly, from the VILLAGE'S performance of the services referenced in Section 3B above.

9. NO WAIVER OF TORT IMMUNITY DEFENSES. Nothing contained in Sections 6, 7 or 8 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to any of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

10. NOTICES. Notice or other writings which any Party is required to, or may wish to, serve upon the other Parties in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the VILLAGE:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

B. If to the SCHOOL DISTRICT

Superintendent
Glenbard Township High
School District No. 87
596 Crescent Boulevard
Glen Ellyn, Illinois 60137

C. If to the PARK DISTRICT:

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

or to such other address, or additional parties, as any Party may from time to time designate in a written notice to the other Parties. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

11. **COUNTERPARTS.** This Agreement shall be executed simultaneously in three (3) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding 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.

13. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; the SCHOOL DISTRICT, pursuant to the authority duly granted by the adoption of a [Motion/ Resolution] by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary; and the PARK DISTRICT, pursuant to authority granted by the

adoption of a [Motion/Resolution] by its Board of Park Commissioners, has caused this Agreement to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

BOARD OF EDUCATION OF
GLENBARD TOWNSHIP
HIGH SCHOOL DISTRICT NO. 87,
DuPAGE COUNTY, ILLINOIS

By: _____
Village President

By: _____
President

ATTEST:

ATTEST:

Village Clerk

Secretary

Dated: _____

Dated: _____

LOMBARD PARK DISTRICT

By: _____

ATTEST:

Secretary

Dated: _____

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 the above-named William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

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 the above-named _____ and _____, personally known to me to be the President and Secretary of Board of Education of Glenbard Township High School District No. 87, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Board of Education of Glenbard Township High School District No. 87, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Education of Glenbard Township High School District No. 87, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Board of Education of Glenbard Township High School District No. 87, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Board of Education of Glenbard Township High School District No. 87, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

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 the above-named _____ and _____, personally known to me to be the President and Secretary of the Board of Park Commissioners of the Lombard Park District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by the Board of Park Commissioners of the Lombard Park District, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Park Commissioners of the Lombard Park District, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Lombard Park District, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Lombard Park District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

Exhibit "A"

Plans for the Addition to the Parking Lot

(see attached)

Exhibit "B"

**License Agreement to Use the
Parking Lot in Sunset Knoll Park**

(see attached)

**LICENSE AGREEMENT PERMITTING
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87
TO USE THE PARKING LOT IN SUNSET KNOLL PARK**

THIS AGREEMENT (hereinafter referred to as the "License Agreement"), entered into this ____ day of _____, 2009, by and between the LOMBARD PARK DISTRICT, an Illinois park district and unit of local government (hereinafter referred to as the "PARK DISTRICT") and the BOARD OF EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87 (hereinafter referred to as the "SCHOOL DISTRICT"). The PARK DISTRICT and the SCHOOL DISTRICT are hereinafter sometimes referred to individually as a "Party" and together as the "Parties."

Recitals

WHEREAS, the PARK DISTRICT is the record owner of certain real property, commonly known as Sunset Knoll Park, generally located on the north side of Wilson Avenue, between Illinois Route 53 and Finley Road; said property being legally described as follows:

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 COUNTY, ILLINOIS;

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

(hereinafter referred to as the "Park Property");

and

WHEREAS, there is a parking lot located on the southern edge of the Park Property which currently contains approximately fifty (50) parking spaces (hereinafter referred to as the "Parking Lot"); and

WHEREAS, the SCHOOL DISTRICT currently experiences parking problems relative to its use of Glenbard East High School, which is located southeast of the Park Property; and

WHEREAS, the PARK DISTRICT is willing to construct an approximately 37,000 square foot addition adding approximately twenty-eight (28) parking spaces to the Parking Lot, to help alleviate the parking problems being experienced in the immediate area, provided that the SCHOOL DISTRICT and the Village of Lombard contribute to the cost of this project; and

WHEREAS, the SCHOOL DISTRICT wishes to obtain a license from the PARK DISTRICT for the use of the expanded Parking Lot by the faculty, staff and/or students of Glenbard East High School on days on which school is in session; and

WHEREAS, the PARK DISTRICT wishes to grant such a license to the SCHOOL DISTRICT, under the terms and conditions set forth below; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provide the authority for this License Agreement; and

WHEREAS, it is in the best interests of the PARK DISTRICT and the SCHOOL DISTRICT to enter into this License Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated herein by reference and are made part hereof, and all terms and conditions of this License Agreement shall be construed in conformity therewith.

2. **TERM OF LICENSE AGREEMENT.** The Term of this License Agreement shall commence on October 10, 2009 and shall terminate on June 15, 2019.

3. **LICENSED USES.** Upon completion of the expansion of the Parking Lot, as described in the foregoing recitals, the SCHOOL DISTRICT shall have a license to use the expanded Parking Lot from the beginning of the school year to the last day of school, regarding which the SCHOOL DISTRICT will provide a calendar annually to the PARK DISTRICT prior to the beginning of each school year, throughout the License Term between the hours of 5:00 a.m. and 4:00 p.m. Monday through Friday, except during school vacations and on school holidays (hereinafter referred to as the "Licensed Hours"), for permit parking by Glenbard East High School faculty, staff and/or students (hereinafter referred to as the "Licensed Uses"), and for no other purpose. In particular, and without limitation, the SCHOOL DISTRICT shall not bring or permit any buses or large work vehicles in the Parking Lot.

4. **RESERVATION OF RIGHTS.** Any rights in, or to use, the Parking Lot not specifically granted to the SCHOOL DISTRICT herein are reserved to the PARK DISTRICT, its successors and assigns. In particular, the PARK DISTRICT reserves the right to use, and to permit others to use, the Parking Lot at any times other than during the Licensed Hours.

5. **PARKING FEES.** The SCHOOL DISTRICT may charge its faculty, staff and/or students a fee for the privilege of parking in the expanded Parking Lot during the Licensed Hours; provided that the SCHOOL DISTRICT agrees to pay the PARK DISTRICT fifty percent (50%) of all such fees that it collects. The SCHOOL DISTRICT shall be solely responsible for collecting any such parking fees, for issuing any passes, placards or decals necessary to identify the vehicles of persons who have paid the required fee, and for ensuring that only authorized persons use the Parking Lot during the Licensed Hours. The SCHOOL

DISTRICT shall make the payments to the PARK DISTRICT required by this Paragraph 5 by June 30 for the entire school year.

6. **MAINTENANCE AND REPAIRS.** The PARK DISTRICT shall maintain and repair the Parking Lot throughout the License Term, including, without limitation, seal coating and striping, light replacement, furnishing and emptying trash receptacles when school is not in session during the summer months, and replacement of trees located in the traffic islands of the Parking Lot and adjacent to the Parking Lot; provided, however, that the SCHOOL DISTRICT shall perform all snow removal and application of salt during the winter and empty all trash receptacles during the school year. The Parking Lot must be cleared of snow from 5:00 a.m. – 8:00 p.m. daily when 1” or more of snowfall has occurred in order to accommodate the SCHOOL DISTRICT and PARK DISTRICT usage of the Parking Lot. The SCHOOL DISTRICT shall be responsible for the initial numbering of the individual parking spaces.

7. **PARK DISTRICT INDEMNIFICATION OF SCHOOL DISTRICT.** The PARK DISTRICT shall indemnify and hold harmless the SCHOOL DISTRICT, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney’s fees, costs and expenses of litigation, and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the PARK DISTRICT, or its officers, agents, employees, consultants or contractors, arising from the maintenance or repair of the Parking Lot. The PARK DISTRICT further agrees to require any contractor to include the SCHOOL DISTRICT, and its elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to

any maintenance or repair work on the Parking Lot, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to the SCHOOL DISTRICT.

8. SCHOOL DISTRICT INDEMNIFICATION OF THE PARK DISTRICT. The SCHOOL DISTRICT shall indemnify and hold harmless the PARK DISTRICT and its respective officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from the Licensed Uses, and for any damage to the Parking Lot or any other portion of the Park Property arising directly or indirectly from the Licensed Uses.

9. NOTICES. Notice or other writings which any Party is required to, or may wish to, serve upon the other Parties in connection with this License Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the PARK DISTRICT:

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

B. If to the SCHOOL DISTRICT:

Superintendent
Glenbard Township High School District
No. 87
596 Crescent Boulevard
Glen Ellyn, IL 60137

or to such other address, or additional parties, as any Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

10. **COUNTERPARTS.** This License Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same License Agreement.

11. **ENTIRE AGREEMENT.** This License Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding 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 License Agreement which are not fully expressed herein.

12. **ASSIGNMENT.** Neither Party may assign, transfer, pledge, hypothecate, sublet or grant any security interest in, or otherwise dispose of, any of its rights or obligations under this License Agreement without the prior written consent of the other Party.

13. **AMENDMENT.** This License Agreement may not be amended, modified or changed except in a writing signed by both Parties

IN WITNESS WHEREOF, the SCHOOL DISTRICT, pursuant to the authority duly granted by the adoption of a [Motion/ Resolution] by its Board of Education, has caused this License Agreement to be signed by its President and attested by its Secretary; and the PARK DISTRICT, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Park Commissioners, has caused this License Agreement to be signed by its President and attested by its Secretary.

LOMBARD PARK DISTRICT

BOARD OF EDUCATION OF
GLENBARD TOWNSHIP
HIGH SCHOOL DISTRICT NO. 87,
DuPAGE COUNTY, ILLINOIS

By: _____
President, Board of Park Commissioners

By: _____
President

ATTEST:

ATTEST:

Secretary, Board of Park
Commissioners

Secretary

Dated: _____

Dated: _____

Exhibit "C"

Estimated Project Construction Costs

(see attached)



Hitchcock Design Group

Creating Better Places™

Schematic Design Cost Opinion

Date: 07/16/09

RE: Sunset Knoll Park - Wilson Street Parking Lot w/ bid pricing

Project No.: 04-0873-001-X01-01-03 C

Section	Description	Qty.	Unit	Unit Cost	Extended Cost
Division 1	General Requirements				
	General Conditions / Layout	1	LS	\$ 2,500.00	\$ 2,500.00
Section Subtotal:					
101400	Signage				
	accessible sign	1	EA	\$ 200.00	\$ 200.00
Section Subtotal:					
265600	Exterior Lighting				
	electrical service connection	1	LS	\$ 5,000.00	\$ 5,000.00
	electric line, trench, & conduit	380	LF	\$ 1.93	\$ 735.00
	light pole & footing	2	EA	\$ 1,325.00	\$ 2,650.00
Section Subtotal:					
311000	Site Clearing				
	silt fence	410	LF	\$ 2.00	\$ 820.00
	tree protection fence	775	LF	\$ 2.00	\$ 1,550.00
	tree removal	6	EA	\$ 350.00	\$ 2,100.00
	salvage gravel paving	1	LS	\$ 500.00	\$ 500.00
	remove existing light pole	1	LS	\$ 700.00	\$ 700.00
	remove / salvage / reinstall sign	1	LS	\$ 1,000.00	\$ 1,000.00
	remove wood fence		LS		By Owner
Section Subtotal:					
312000	Earth Moving				
	balanced earthwork	600	CY	\$ 10.00	\$ 6,000.00
	spoil export	1100	CY	\$ 25.00	\$ 27,500.00
Section Subtotal:					
321216	Asphalt Paving				
	asphalt paving	2724	SY	\$ 25.70	\$ 70,000.00
	pavement marking	1	LS	\$ 600.00	\$ 600.00
Section Subtotal:					
321313	Concrete Paving and Curbs				
	concrete curb	890	LF	\$ 15.00	\$ 13,350.00
	depressed curb	0	LF	\$ -	\$ -
	rip rap @ curb cut	0	EA	\$ -	\$ -
Section Subtotal:					
329200	Turf and Grasses				
	seed	4889	SY	\$ 1.50	\$ 7,333.50
Section Subtotal:					
329300	Plants				
	Gleditsia triacanthos 'Shademaster'	9	2.5" Caliper	\$ 600.00	\$ 5,400.00
	Ulmus japonica x wilsoniana 'Morton'	4	2.5" Caliper	\$ 600.00	\$ 2,400.00
	Schizachyrium scoparium 'The Blues'	100	3 Gal	\$ 50.00	\$ 5,000.00
	Mulch	7	CY	\$ 40.00	\$ 280.00
Section Subtotal:					
334100	Storm Utility Drainage Piping				
	flared end section w/ rip rap	2	EA	\$ 900.00	\$ 1,800.00
	manhole 4' dia	2	EA	\$ 3,900.00	\$ 7,800.00
	catch basin 4' dia	1	EA	\$ 4,800.00	\$ 4,800.00
	storm sewer pipe 12"	594	LF	\$ 45.00	\$ 26,730.00
Subtotal: \$ 196,748.50*					
	Other Project Costs				
	Schematic Design	1	LS	\$ 4,500	\$ 4,500
	Construction Documentation, Permitting	1	LS	\$ 26,500	\$ 26,500
	Design Contingency (%)	1	LS	0.0%	\$ 0
	Bid Contingency (%)	1	LS	0.0%	\$ 0
	Construction Contingency (%)	1	LS	5.0%	\$ 9,837
Subtotal: \$ 40,837.43					
Total: \$ 237,585.93					

* Lump sum amount and line item amounts from Chicagoland Paving Schedule of Values 06/16/09.