

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)
 X Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: October 5, 2020 (B of T) Date: October 15, 2020

TITLE: Facility Use Agreements – DuPage County Clerk Election Division
November 3, 2020 General Election

SUBMITTED BY: Janet Downer, Deputy Village Clerk/Business Administrator 

BACKGROUND/POLICY IMPLICATIONS:

Attached for your consideration are two Facility Use Agreements between the DuPage County Clerk Election Division and the Village of Lombard relative to using the Village Hall and the COP Center at Yorktown as polling places on Election Day, November 3, 2020.

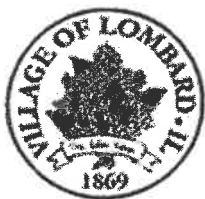
Please place this item on the October 15, 2020 Board of Trustees agenda for consideration under Other Matters.

Fiscal Impact/Funding Source:

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.



MEMORANDUM

TO: Scott Niehaus, Village Manager

FROM: Janet Downer, Deputy Village Clerk/Business Administrator 

DATE: October 5, 2020

SUBJECT: Facility Use Agreements – DuPage County Clerk Election Division
November 3, 2020 General Election

Attached are two Facility Use Agreements between the DuPage County Clerk Election Division and the Village of Lombard relative to the Election Division's use of Village Hall and the COP Center as polling places on Election Day, November 3, 2020.

Due to the COVID-19 pandemic, the Election Division has requested that Facility Use Agreements be approved and executed in order to ensure that both polling places remain available on Election Day and that they have the support, cooperation and partnership to take measures to ensure the health and safety of all.

Village Counsel has reviewed the Agreements.

Staff requests that this item be considered on the October 15, 2020 Board of Trustees agenda under Other Matters.

If you have any questions, please feel free to contact me.

/jd

DUPAGE COUNTY CLERK ELECTION DIVISION
FACILITY USE AGREEMENT FOR THE NOVEMBER 3, 2020 GENERAL ELECTION

This Facility Use Agreement for a Polling Location for Election Day voting for the November 3, 2020, General Election (the "Facility Use Agreement") is made this 10th day of July 2020 by and between the Village of Lombard (the "Village") and the DuPage County Clerk Election Division (the "Election Division"). The Village and the Election Division are hereinafter sometimes individually referred to as a "Party" and collectively referred to as "the Parties").

WITNESSETH

WHEREAS, the Election Division desires to operate a polling place at the Village's Village Hall, Community Room, 255 East Wilson Avenue, Lombard Illinois (the "Polling Location"), at no cost, during the General Election to be held on November 3, 2020, pursuant to the Election Code;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the Village agrees to allow the Election Division to operate a polling place at the Polling Location at no cost to the taxpayers of DuPage County, and for the convenience of the voters, the Election Division desires to operate said polling place at the Polling Location. For other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Term:** The term of this Facility Use Agreement shall commence October 31, 2020, at 8:00 a.m. CST and terminate November 5, 2020, at 7:30 pm CST (the "Term"), unless earlier terminated as otherwise provided in this Facility Use Agreement.
2. **Polling Location and Polling Place:**
 - A. The Village will provide access to the Polling Location during the Term of this Facility Use Agreement to the Election Division for the purposes of maintaining, and operating a polling place, and use its best efforts to ensure uninterrupted access to said site during the term of this Facility Use Agreement.
 - B. The Village will not impede the access to the Polling Location by the Election Division or its employees, contractors, or agents, and the Village shall use its best efforts to cooperate with the Election Division to avoid disruption of the voting process.
 - C. The Election Division, at its sole cost and expense, agrees to setup, operate and maintain the polling place at the Polling Location, and to remove all equipment from the Polling Location upon termination or expiration of this Facility Use Agreement.
3. **Damages, Losses and Theft:** The Election Division understands and agrees that the Village is not responsible for:
 - A. any losses or damages of any kind sustained by the Election Division due to theft or damage of any item in the Polling Location;
 - B. any losses of any kind or damages of any kind that arise out of the use and operation of the polling place at the Polling Location by the Election Division; and

C. any injuries, illness, death or property damage caused by the use or operation of the polling place at the Polling Location by the Election Division;

and to the extent any such losses or damages occur, the Election Division agrees to indemnify and hold harmless the Village, and its officers, agents and employees, in relation thereto.

4. **Jurisdiction and Venue:** This Facility Use Agreement and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that the proper venue for any enforcement hereof shall be in the Circuit Court of DuPage County, Illinois.

5. **Contact Information for the Parties:** All Notices and requests, if any, required pursuant to this Facility Use Agreement shall be sent by certified mail, return receipt requested, by personal service, or by a national overnight/next day delivery courier (e.g., Federal Express) addressed as follows:

If to the Election Division:
Scott MacKay
Deputy Clerk Election Division
421 N. County Farm Road
Wheaton, IL 60187
scott.mackay@dupagco.org

With copy to:
Patrick K. Bond
Bond Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, Illinois 60187
patrickbond@bond-dickson.com

If to the Village:
Sharon Kuderna
Village Clerk
255 E. Wilson Avenue
Lombard IL 60148
kudernas@villageoflombard.org

With Copy to:
Scott Niehaus
Village Manager
255 E. Wilson Avenue
Lombard IL 60148
niehaus@villageoflombard.org

Contact to Village:

Emergency contact to Village:

Contact Name: _____

Daytime phone #: _____

Cell phone #: _____

IN WITNESS WHEREOF, each Party to this Facility Use Agreement possesses the authority to, and caused it to, be executed in the County of DuPage, State of Illinois, on the date first above written.

Election Division

Village

BY: SM My

Scott MacKay, Deputy Clerk

BY: _____

Keith Giagnorio, Village President

ATTEST: _____

Sharon Kuderna
Village Clerk

Polling Place ID 298

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WITNESSETH

WHEREAS, the Election Division desires to operate a polling place at the Village's Community Oriented Policing Center (COP Center), 32 Yorktown, Lombard (the "Polling Location"), at no cost, during the General Election to be held on November 3, 2020, pursuant to the Election Code;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the Village agrees to allow the Election Division to operate a polling place at the Polling Location at no cost to the taxpayers of DuPage County, and for the convenience of the voters, the Election Division desires to operate said polling place at the Polling Location. For other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

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Deputy Clerk Election Division
421 N. County Farm Road
Wheaton, IL 60187
scott.mackay@dupagco.org

With copy to:
Patrick K. Bond
Bond Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, Illinois 60187
patrickbond@bond-dickson.com

If to the Village:
Sharon Kuderna
Village Clerk
255 E. Wilson Avenue
Lombard IL 60148
kudernas@villageoflombard.org

With Copy to:
Scott Niehaus
Village Manager
255 E. Wilson Avenue
Lombard IL 60148
niehaus@villageoflombard.org

Contact to Village:

Emergency contact to Village:

Contact Name: _____

Daytime phone #: _____

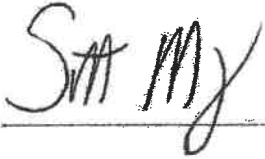
Cell phone #: _____

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