

LEGISTAR: 120210  
DISTRICT #: ALL

**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:** April 9, 2012 (BOT) Date: May 3, 2012

**SUBJECT:** Intergovernmental Agreement between the Village of Lombard and the Lombard Park District regarding a 2012 Motiv RSX Car Hauler (*Showmobile*)

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

**BACKGROUND/POLICY IMPLICATIONS:**

A Resolution authorizing the signature of the President and Clerk on an Intergovernmental Agreement with the Lombard Park District regarding the Showmobile.

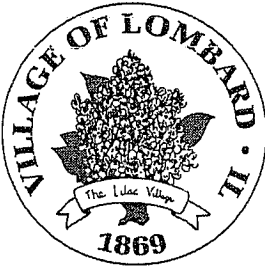
**Fiscal Impact/Funding Source:**

Review (as necessary):

Finance Director \_\_\_\_\_ Date \_\_\_\_\_

Village Manager \_\_\_\_\_ 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.



April 9, 2012

TO: Village President and Board of Trustees

THROUGH: David A. Hulseberg, Village Manager

FROM: Carl Goldsmith, Director of Public Works *CJ*

SUBJECT: Intergovernmental Agreement between the Village of Lombard and the Lombard Park District regarding a 2012 Motiv RSX Car Hauler (*Showmobile*)

### Background

The Village of Lombard and the Lombard Park District have a long-standing relationship with regard to the operation of the Showmobile mobile stage. The Showmobile has been used for many community and civic events in Lombard. The Village Board authorized the purchase of a new Showmobile at the February 2, 2012 meeting at a cost of \$57,987. The Village staff has been working with the Park District staff on an intergovernmental agreement for the maintenance and use of the Showmobile. The relationship had previously not been codified via an IGA.

The provisions of the IGA are substantially the same as the current arrangement between the parties. The significant points of the IGA are identified below.

### VILLAGE OBLIGATIONS

- Pay for all costs related to the purchase and set-up of the Showmobile
- Transfer title to the Showmobile to the Park District at no cost to the Park District
- Serve as back-up to the Park District on moving and setting-up the Showmobile. The District will continue to serve as the primary party for this function

### DISTRICT OBLIGATIONS

- Provide a secure storage location for the Showmobile
- Perform all repairs and maintenance to the Showmobile
- Serve as the primary party for the delivery, set-up and pick-up of the Showmobile for events located within the corporate limits of the Village and the Park District boundary
- Make the Showmobile available to the Village and groups affiliated with the Village, as determined by the Village, at no cost
- Establish a restricted fund and place any revenue received by the Park District less the actual costs incurred for delivery, set-up and removal into said restricted fund to be used for the express purpose of the maintenance of the Showmobile
- The Park District will indemnify the Village for the use of the Showmobile

The IGA has been reviewed by the Village Attorney and is consistent with past IGAs executed by the Village. The Park District has placed this item on their agenda for their April 24, 2012 meeting. I respectfully request that this item be placed on the Village Board's agenda for the May 3, 2012 meeting.

**Recommendation**

Staff recommends that the Village Board of Trustees approve an Intergovernmental Agreement between the Village of Lombard and the Lombard Park District regarding a 2012 Motiv RSX Car Hauler (*Showmobile*)

RESOLUTION  
R \_\_\_\_-12

**RESOLUTION AUTHORIZING THE SIGNATURE OF PRESIDENT AND CLERK ON  
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
LOMBARD AND THE LOMBARD PARK DISTRICT**

WHEREAS, it is the best interest of the Village of Lombard, DuPage County, Illinois to enter into an Intergovernmental Agreement (hereinafter the "Agreement") with the Lombard Park District regarding the Showmobile; and,

WHEREAS, the Agreement has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A".

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 Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 2: That the Village President be and hereby is authorized and directed to sign, on behalf of the Village of Lombard, the Agreement attached hereto as Exhibit "A".

SECTION 3: That the Village Clerk be and hereby is authorized and directed to sign, on the behalf of the Village of Lombard, the Agreement attached hereto as Exhibit "A" and made part hereof.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2012.

Ayes: \_\_\_\_\_

Nayes: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
William J. Mueller, Village President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF LOMBARD AND THE LOMBARD PARK  
DISTRICT IN REGARD TO THE "SHOWMOBILE"**

THIS AGREEMENT (hereinafter referred to as the "Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and the LOMBARD PARK DISTRICT (hereinafter referred to as the "DISTRICT"). The VILLAGE and the PARK DISTRICT are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, the VILLAGE purchased a mobile stage in 1990 to be used for community events; and

**WHEREAS**, since 1990 the DISTRICT has been responsible for the maintenance, storage and rental of the mobile stage; and

**WHEREAS**, the DISTRICT notified the VILLAGE that the mobile stage is no longer safe and has decommissioned the stage; and

**WHEREAS**, at the February 2, 2012 VILLAGE Board Meeting, the VILLAGE approved a Hotel/Motel grant in the amount of \$57,987 to be used for the purchase of a 2012 Motiv RSX Car Hauler (hereinafter referred to as the "SHOWMOBILE") to replace the mobile stage; and

**WHEREAS**, the Parties agree that the VILLAGE and DISTRICT should define the terms and conditions governing the use of the SHOWMOBILE, including liability, storage, maintenance, and the management of its use; and

**WHEREAS**, the DISTRICT, will establish an account dedicated for future replacement costs of the SHOWMOBILE and that any revenue received by the DISTRICT, less the actual costs incurred for delivery, set-up and removal, shall be designated as a restricted fund within the DISTRICT budget; and

**WHEREAS**, the DISTRICT agrees that it will not charge the VILLAGE, for use or future replacement of the SHOWMOBILE; 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 VILLAGE and the PARK DISTRICT to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained therein and other good and valuable consideration, the receipt and sufficiency of which is hereby 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. **VILLAGE OBLIGATIONS.** In relation to the SHOWMOBILE, the VILLAGE agrees to:

- A. Pay for all costs related to the purchase and set-up of the SHOWMOBILE;
- B. Transfer title to the SHOWMOBILE to the DISTRICT at no cost to the DISTRICT;
- C. Provide, through the use of VILLAGE personnel, the delivery, set-up and pick-up of the SHOWMOBILE for events located within the corporate limits of the VILLAGE and the DISTRICT boundary in the event that the DISTRICT staff is not available to provide services as defined in section 3C.

3. **DISTRICT OBLIGATIONS.** In relation to the SHOWMOBILE, the DISTRICT agrees to:

- A. Provide a secure storage location for the SHOWMOBILE;
- B. Perform all repairs and maintenance to the SHOWMOBILE;
- C. Provide, through the use of DISTRICT personnel, the delivery, set-up and pick-up of the SHOWMOBILE for events located within the corporate limits of the VILLAGE and the DISTRICT boundary;
- D. Make the SHOWMOBILE available to the VILLAGE and groups affiliated with the VILLAGE, as determined by the VILLAGE, at no cost;
- E. Establish a restricted fund and place any revenue received by the DISTRICT, less the actual costs incurred for delivery, set-up and removal into said restricted fund to be used for the express purpose of the maintenance of the SHOWMOBILE;
- F. Provide all necessary insurance policies required by the State of Illinois for the SHOWMOBILE and name the VILLAGE as an additional insured on all required policies.

4. **DISTRICT INDEMNIFICATION OF THE VILLAGE.** The DISTRICT shall indemnify and hold harmless the VILLAGE, and its elected officials, 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 DISTRICT, or its elected officials, officers, agents, employees, consultants or contractors, pursuant to this Agreement.

5. **NOTICES.** Notice or other writings which either Party is required to, or may wish to, serve upon the other Party 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

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 either 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.

6. **COUNTERPARTS.** This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

7. **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.

8. **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; and the 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**

By: \_\_\_\_\_  
William J. Mueller



Village President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk

Dated: \_\_\_\_\_

LOMBARD PARK DISTRICT

By: \_\_\_\_\_  
Janice Mills  
President

ATTEST:

\_\_\_\_\_  
Paul W. Friedrichs  
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 \_\_\_\_\_, 2012.

\_\_\_\_\_ 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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_