

**RESOLUTION
R 15-09**

**A RESOLUTION AUTHORIZING SIGNATURE OF
THE VILLAGE PRESIDENT ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and Roger C. Marquardt & Company, Inc. as attached as 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 21st day of August, 2008.

Ayes: Trustees Gron, Tross, O'Brien, Moreau, Fitzpatrick & Soderstrom

Nays: None

Absent: None

Approved this 21st day of August, 2008.


William J. Mueller
Village President

ATTEST:


Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

**FIRST AMENDMENT TO
CONTRACTUAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD
AND ROGER C. MARQUARDT & CO., INC.**

THIS FIRST AMENDMENT (the "First Amendment") is entered into this 21st day of August, 2008, by and between Roger C. Marquardt & Co., Inc. ("RCM") and the Village of Lombard (the "Village").

WITNESSETH

WHEREAS, the Village and RCM entered into a contract dated November 1, 2007, pursuant to which RCM was to provide lobbying services in Springfield, before the Illinois General Assembly and the executive levels of Illinois government, on behalf of the Village (the "Original Agreement"); and

WHEREAS, the Village would like to extend the term of the Original Agreement through August 31, 2008 or the end of the current legislative session, whichever occurs first; and

WHEREAS, RCM has agreed to said extension of the Original Agreement, under the same monthly fee as set forth in the Original Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Village and RCM, the Village and RCM agree as follows:

1. That Section I. of the Original Agreement is hereby amended to read in its entirety as follows:

"I. COMPENSATION AND TERMS

The VILLAGE OF LOMBARD retains RCM & CO. and RCM & CO. hereby agrees to represent the VILLAGE OF LOMBARD, in the capacity of "lobbyist/consultant," before the Illinois General Assembly and the executive levels of state government.


The term of this Agreement is as follows: November 1, 2007 through August 31, 2008 or the end of the legislative session, whichever occurs first

The following fee schedule shall apply: Not to exceed \$40,000.00 (ten (10) monthly payments of \$4,000.00 each, due upon receipt of invoice, but subject to the elimination of one or more monthly payments and/or the pro rated reduction of any partial monthly payment in the event the legislative session ends prior to August 31, 2008)"


2. That all other provisions of the Original Agreement, not amended by this First Amendment, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the Village and RCM have caused this First Amendment to be executed by their respective authorized representatives as of the day set forth above:

VILLAGE OF LOMBARD

By: 
Name: WILLIAM J. MUELLER
Title: VILLAGE PRESIDENT
Date: AUGUST 21, 2008

ROGER C. MARQUARDT & CO., INC.

By: 
Name: SCOTT MARQUARDT
Title: PRESIDENT
Date: 7/29/08