

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)
Other Business (Pink) _____

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager *dh*

DATE: June 8, 2010 (BOT) Date: June 17, 2010

TITLE: Intergovernmental Agreement – Paradise Bay Water Park

SUBMITTED BY: Department of Community Development *WLB*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a resolution authorizing the signatures of Village President and Clerk on an Intergovernmental Agreement between the Village of Lombard and the Lombard Park District relative to water payment costs associated with Paradise Bay Water Park located at 437 E. St. Charles Road. (DISTRICT #4)

Staff recommends approval of this request.

Please place this item on the June 17, 2010 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____

Finance Director X _____

Village Manager X _____

Date _____

Date _____

Date 6/7/10

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: David A. Hulseberg, Village Manager

FROM: William J. Heniff, AICP
Director of Community Development

DATE: June 8, 2010

SUBJECT: Intergovernmental Agreement (IGA) with Lombard Park District
Paradise Bay Water Park

BACKGROUND:

The Board of Trustees approved Ordinance 5937 (PC 06-24) on October 19, 2007 which granted conditional use approval for a recreational facility (water park) for the property at 437 E. St. Charles Road. Subsequent to that approval, the Lombard Park District has built and opened its new state-of-the-art water park facility known as Paradise Bay Water Park.

The Lombard Park District approached the Village relative to significant water consumption and sewer use and operational costs associated with the operation of this facility. As this facility is being used for public benefit, the Village recognized that an alternate method for addressing these costs would be of mutual benefit; hence, an Intergovernmental Agreement was drafted to address these issues. The IGA was reviewed by Village counsel and recently approved by the Lombard Park District Board at their last meeting. The Agreement follows the processes initiated in 2009 and is intended to memorialize the understanding between the parties.

The salient points of this agreement are as follows:

- Hotel/Motel tax revenues shall be used to reimburse the Park District for the sewer charge component of the water bill
- The Village would use hotel/motel funds to reimburse the Park District for the sewer charge component of their bill
- Free admission passes will be provided to guests staying at any hotel within the Corporate limits of the Village

RECOMMENDATION:

Staff recommends that the Village Board of Trustees approve a resolution authorizing the signatures of Village President and Clerk on an Intergovernmental Agreement with the Lombard Park District relative to water payment costs associated with Paradise Bay Water Park.

/jd

R
RESOLUTION
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**A RESOLUTION AUTHORIZING SIGNATURES OF
VILLAGE 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 and the Lombard Park District, attached as Exhibit A, relative to Paradise Bay Water Park located at 437 E. St. Charles Road; and

WHEREAS, the Agreement allows the Village and the Park District to memorialize the water payment costs/structures associated with the operation of the water park; 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, DUPAGE 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 _____ day of _____, 2010.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2010.

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 WATER COSTS ASSOCIATED WITH

THE PARADISE BAY WATER PARK

THIS AGREEMENT is made and entered into this _____ day of _____, 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 SILCS 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 apportionances; 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
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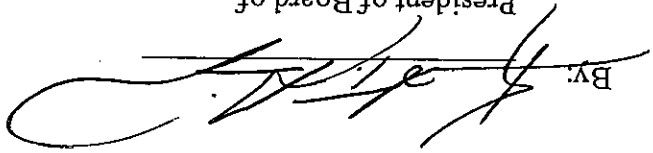
F. This Agreement may be amended only in writing and only upon approval of both Parties.
G. Both Parties represent that authority has been granted by their respective governing bodies, by ordinance, resolution or motion, for execution of this Agreement.

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.

VILLAGE OF LOMBARD

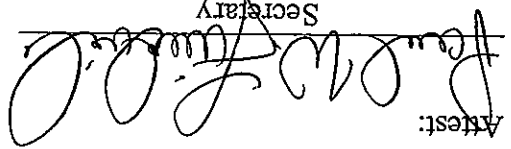
LOMBARD PARK DISTRICT

By: 
 President of Board of
 Park District Commissioners

By: _____
 Village President

(SEAL)

(SEAL)

Attest: 
 Secretary

Attest: _____
 Village Clerk