

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 Maintenance Projects

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

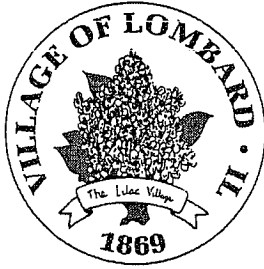
BACKGROUND/POLICY IMPLICATIONS:

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

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 *cy*

SUBJECT: Intergovernmental Agreement between the Village of Lombard and the Lombard Park District regarding Maintenance Projects

Background

The Village of Lombard and the Lombard Park District have discussed the possibility of contracting with each other to perform maintenance and/or repairs for each other rather than contracting out to a private firm or incurring overtime to perform tasks. This exchange of labor has been discussed related to the maintenance of Village owned drinking fountains along the Illinois Prairie Path and the Great Western Trail and a drainage improvement in the turn-around at the Paradise Bay Water Park.

Under the proposed IGA, the Village would install drainage structures in the driveway at the water park. All materials and supplies would be provided by the Park District. The restoration of the site would also be handled and funded by the Park District. The Park District would perform all maintenance of the identified drinking fountains for a period of three (3) years from the date of the agreement.

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 Maintenance Projects.

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 Maintenance Projects; 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: _____

Nays: _____

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**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is 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 DISTRICT are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the DISTRICT desires to make improvements to the drainage at the Lombard Community Building located at 433 East St. Charles Road, Lombard, Illinois, (hereinafter referred to as the "Project Location"), including the installation of two (2) four (4) foot diameter storm basins and related piping, in front of the entrance to the DISTRICT'S water park, to drain two (2) low areas on each side of the grassed island, with the VILLAGE needing to install two (2) structures on the main storm sewer line to intercept these new basin lines, all as shown on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "PROJECT"); and

WHEREAS, the VILLAGE is responsible for the repair and maintenance of drinking fountains at the following locations:

- The Illinois Prairie Path and Main Street;
- The Illinois Prairie Path and Grace Street;
- The Illinois Prairie Path and Westmore/Meyers Road;
- The Great Western Trail and Main Street; and
- The Great Western Trail and Westmore/Meyers Road;

(hereinafter the "Maintenance Locations"), with said repair and maintenance consisting of the items set forth on Exhibit "B" attached hereto and made part hereof (hereinafter referred to as the "MAINTENANCE"); and

WHEREAS, it is in the best interests of the residents of the VILLAGE and the DISTRICT that the Parties undertake the PROJECT and the MAINTENANCE; and

WHEREAS, the VILLAGE has agreed to proceed with the design and construction of the PROJECT, at its sole cost and expense, (other than as specified below), provided the DISTRICT supplies all the materials associated with the PROJECT, and performs all necessary restoration work relative to the PROJECT, and further provided the DISTRICT performs the MAINTENANCE at the Maintenance Locations for a period of three (3) years, at the DISTRICT'S sole cost and expense; and

WHEREAS, the DISTRICT has agreed to perform the MAINTENANCE at the Maintenance Locations, as specified in Exhibit "B" attached hereto and made part hereof, at its sole cost and expense, for a period of three (3) years from the date of this AGREEMENT, provided the VILLAGE proceeds with the PROJECT as set forth above, and provided the VILLAGE, at its sole cost and expense, provides the DISTRICT with all necessary parts to do so; and

WHEREAS, the Parties have determined that the VILLAGE can more cost effectively undertake the PROJECT, and that the DISTRICT can more cost effectively perform the MAINTENANCE over the next three (3) years; and

WHEREAS, it is in the best interests of the VILLAGE and the 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 PROJECT and the MAINTENANCE, the VILLAGE agrees to:
 - A. Proceed with the construction of the PROJECT, at its sole cost and expense, (other than as specified below), and complete same by _____, 2012, provided all of the materials for the PROJECT are provided by the DISTRICT, and the DISTRICT performs all necessary restoration work relative to the PROJECT after the completion thereof, both at the DISTRICT'S sole cost and expense; and
 - B. Provide all the necessary parts to the DISTRICT, for the MAINTENANCE at the Maintenance Locations, at the VILLAGE'S sole cost and expense.
3. **DISTRICT OBLIGATIONS.** In relation to the PROJECT and the MAINTENANCE, the DISTRICT agrees to:
 - A. Supply the VILLAGE with all materials relative to the PROJECT, at the

DISTRICT'S sole cost and expense;

- B. Perform all restoration work, relative to the PROJECT, at its sole cost and expense; and
 - C. Perform the MAINTENANCE at the Maintenance Locations, at its sole cost and expense, subject to the VILLAGE providing the DISTRICT with the parts therefor, at the VILLAGE'S sole cost and expense, for a period of three (3) years from the date of this Agreement.
4. **CONSTRUCTION RIGHT OF ENTRY.** The DISTRICT hereby grants to the VILLAGE, and the VILLAGE'S officers, agents, employees, consultants and contractors, the right to enter upon the Project Location for the purpose of surveying, engineering, designing and constructing the PROJECT.
5. **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.
6. **VILLAGE INDEMNIFICATION OF THE DISTRICT.** The VILLAGE shall indemnify and hold harmless the DISTRICT, 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 VILLAGE, or its elected officials, officers, agents, employees, consultants or contractors, pursuant to this Agreement.
7. **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 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.

8. **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.
9. **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.
10. **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

LOMBARD PARK DISTRICT

By: _____
William J. Mueller
Village President

By: _____
Name: _____
President

Date: _____

Date: _____

ATTEST:

ATTEST:

Brigitte O'Brien
Village Clerk

Name: _____
Secretary

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
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 said Lombard
Park District, as their free and voluntary act, and as the free and voluntary act and deed of said
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: _____

Exhibit "A"

PROJECT DESCRIPTION AND DEPICTION

(attached)

400

ST CHARLES RD

GREAT WESTERN TRAIL

New

New

437



Exhibit "B"

MAINTENANCE OBLIGATIONS

(attached)

