

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: June 11, 2012 (BOT) Date: June 21, 2012

SUBJECT: Revised 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 

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. The ~~Village Board~~ had previously approved the IGA, but the Park District requested changes to the IGA after adoption by the Village.

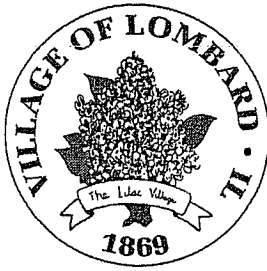
Fiscal Impact/Funding Source:

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.



June 11, 2012

TO: Village President and Board of Trustees

THROUGH: David A. Hulseberg, Village Manager

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

SUBJECT: Revised Intergovernmental Agreement between the Village of Lombard and the Lombard Park District regarding the "Showmobile"

Background

At the May 3, 2012 Village Board meeting, the Village approved Resolution R81-12 that authorized the execution of an IGA between the Village of Lombard and the Lombard Park District relative to the purchase of a mobile stage ("Showmobile"). The Park District approved the IGA on first reading at their April 24, 2012 meeting, but have since requested modifications to the IGA based upon the District's attorney review process. The Park District Board will consider this IGA under 2nd Reading at their June 26, 2012 meeting.

The Village has received redline copies of the IGA, but are awaiting final "clean" copies from the District. Upon receipt of the final documents, the IGA will be signed by the Village President and Village Clerk.

Recommendation

Staff recommends that the Village Board of Trustees approve the revised Intergovernmental Agreement between the Village of Lombard and the Lombard Park District regarding the "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, the Village of Lombard approved a Resolution authorizing the Village President and Clerk to execute an intergovernmental agreement with the Lombard Park District regarding the purchase and operation of a new mobile stage ("*Showmobile*"); and,

WHEREAS, the Lombard Park District requested modifications to the Agreement following the Village of Lombard approving the Agreement; and,

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: Rescinds Resolution 82-12.

SECTION 2: That the Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 3: 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 4: 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.

Resolution No. _____

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William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk



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May 23, 2012

Charlene L. Holtz
Tressler LLP
233 South Wacker Drive
22nd Floor
Chicago, Illinois 60606

Via e-mail only

**Re: Village of Lombard/Lombard Park District
Intergovernmental Agreements**

Dear Charlene:

After reviewing the three (3) revised Intergovernmental Agreements, that you forwarded to me on May 16, 2012, with Village staff, I have the following comments:

1. **SHOWMOBILE INTERGOVERNMENTAL AGREEMENT** – The revisions are acceptable.
2. **DRAINAGE IMPROVEMENTS/DRINKING FOUNTAIN MAINTENANCE INTERGOVERNMENTAL AGREEMENT** – The revisions are acceptable.
3. **TERRACE VIEW POND INTERGOVERNMENTAL AGREEMENT** –
 - A. **Second Whereas Clause:** While the wording in the quote may not make sense, it is verbatim from the Resolution executed by the Village and the Park District, dated March 6, 1972.
 - B. **Fifth Whereas Clause, Subsection C.ii.:** This provision should be revised to read as follows, as the plans and permits are based on the pump location called out in the preliminary design review.

“ ii. Phase Two shall include the installation of a pump station on the Park Property at the location set forth in the preliminary design review presented to the Park District Commissioners on October 25, 2011, to lower the normal water level of the Pond by one (1) foot; and ”

C. Section 2.B.:

- i) The Exhibit reference should be to "Exhibit B."
- ii) So that there is nothing left to work out, do you have an easement agreement format, that you and the Park District are comfortable with, that can be attached as an Exhibit? If not, I can provide the format used by the Village.
- iii) While past discussions between the Village and Park District staffs were in regard to a blanket easement, Village staff will have Christopher B. Burke Engineering Ltd. prepare a legal description for a more limited area of the Park Property.

Based on the foregoing, this Section should be revised to read as follows:

"B. Grant a permanent stormwater management easement to the VILLAGE over the portion of the Park Property described and depicted in Exhibit "B" attached hereto and made part hereof, pursuant to the terms of the easement agreement attached hereto as Exhibit "C" and made part hereof."

D. Section 2.D.:

- i) The Exhibit reference should be revised based on the comments in C. above.
- ii) Same comment as in C. ii) above relative to the easement agreement.

Based on the foregoing, this Section should be revised to read as follows:

"D. Accept title to the property acquired by the VILLAGE, along West Crystal Avenue, (said property being legally described on Exhibit "D" attached hereto and made part hereof (hereinafter referred to as the "West Crystal Parcel")), for the purposes of constructing the PROJECT, upon completion of the PROJECT, subject to the VILLAGE's retention of a permanent stormwater management easement over said property pursuant to the terms of the easement agreement attached hereto as Exhibit "C", and subject to the VILLAGE's obligations, as set forth below, with respect to the West Crystal Parcel;"

E. Section 2.E.: This Section should be revised to read as follows:

“E. Assume all costs of maintenance and repairs to the West Crystal Parcel upon conveyance of title thereto to the DISTRICT, with the exception of the underground relief sewer pipes installed by the VILLAGE, in connection with the PROJECT, which shall be maintained by the VILLAGE as provided below.”

F. Section 2.F.: The parenthetical phrase in this Section should be replaced with the following:

“Notwithstanding the foregoing, except for the underground relief sewer pipes, the DISTRICT shall, at its sole cost and expense, maintain the West Crystal Parcel, including, but not limited to, the asphalt path referred to in E. above.”

G. Section 2.G.: This Section should be revised to read as follows:

“G. Be solely responsible for any and all adverse impacts on the Park Property or the surrounding properties reasonably related to or arising from the construction and/or operation of the PROJECT.”

If there are any questions, please feel free to contact me.

Very truly yours,

KLEIN, THORPE, AND JENKINS, LTD.

Tom

Thomas P. Bayer

cc: Dave Hulseberg, Village Manager (via e-mail)
Carl Goldsmith, Director of Public Works (via e-mail)

**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 and for maintenance and repair costs of the SHOWMOBILE (collectively, the "Dedicated Purposes") 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 to be used only for the Dedicated Purposes; 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;

~~B.C.~~ Cause all manufacturer and vendor warranties related to the SHOWMOBILE to be assigned to and enforceable by the DISTRICT;

~~C.D.~~ 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. When performing these services VILLAGE personnel shall not be considered employees or agents of the DISTRICT for any purpose or reason but they shall be and remain classified for all purposes as employees or agents of the VILLAGE.

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 Dedicated Purposes; -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. NEED TO CHECK WITH PDRMA

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REGARDING INSURANCE COVERAGE WHEN VILLAGE PERSONNEL ARE USING, SETTING UP, ETC. THE SHOWMOBILE

4. **A. DISTRICT INDEMNIFICATION OF THE VILLAGE.** The DISTRICT shall indemnify and hold harmless the VILLAGE, and its elected and appointed 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 to the extent which may they arise, either directly or indirectly, out of the negligent or intentional wrongful acts or omissions of the DISTRICT, or its elected or appointed officials, officers, agents, employees, consultants or contractors, in exercise of its rights or performance of its obligations pursuant to under this Agreement.

B. VILLAGE INDEMNIFICATION OF THE DISTRICT. The VILLAGE shall indemnify and hold harmless the DISTRICT, and its elected and appointed officials, officers, agents and employees, with respect to any claim or loss including, but not limited to, attorneys fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind to the extent they arise, either directly or indirectly, out of the negligent or intentional wrongful acts or omissions of the DISTRICT, or its elected or appointed officials, officers, agents, employees, consultants or contractors, in the exercise of its rights or performance of its obligations under this Agreement.

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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: _____