

**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:** Scott Niehaus, Village Manager

**DATE:** May 16, 2025 **(BOT) Date:** June 19, 2025

**SUBJECT:** Intergovernmental Agreement with the Lombard Park District regarding  
the paving of Park District Parking Lots

**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 paving of district owned parking lots at Four Seasons Park, Lombard Common Park, Madison Meadows Park and the District Administration Building. The IGA provides for the Village to perform the paving of the district lots in conjunction with the parking lot paving scheduled for Village owned parking lots.

**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.



May 16, 2025

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works 

SUBJECT: Intergovernmental Agreement with the Lombard Park District regarding the resurfacing of District parking lots located at Four Seasons Park, Lombard Common Park, Madison Meadows Park and the District Administration Building.

### **Background**

Public Works staff has been coordinating with the Lombard Park District for the paving of Park District owned parking lots under the Village's Village Parking Lot Pavement Maintenance program (FM 19 02). There are several Village owned parking lots in need of resurfacing, which include the PW HMA Parking Lot, Village Hall East Lot, Holloman Drive and the North Park Parking Lot. The Park District has several parking lots that are also in need of resurfacing, which include the resurfacing of district parking lots located at Four Seasons Park, Lombard Common Park, Madison Meadows Park and the District Administration Building. The Village and District have determined that there is mutual benefit to having a single contractor perform work for both agencies. As such the Village and District have developed the attached intergovernmental agreement to govern the project. The IGA provides the following:

- The Village will serve as the lead for the project; including any bidding, award and construction of the improvement.
- The Village will assume responsibility for the maintenance of the project area during construction. Upon completion and acceptance of the improvements, the District will assume responsibility for the district lots.
- The Village will pay the cost of the construction of the project, including the District lots. The estimate of the District portion of the work is \$215,000.70.
- The District shall reimburse the Village the actual project costs for the District's parking lots.

The IGA is consistent with past IGAs executed by the Village of Lombard and the Lombard Park District. I respectfully request that this item be placed on the Village Board's agenda for the June 19, 2025 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 resurfacing of District parking lots located at Four Seasons Park, Lombard Common Park, Madison Meadows Park and the District Administration Building.

**RESOLUTION**  
**R \_\_\_\_ - 25**

**A RESOLUTION AUTHORIZING SIGNATURE OF**  
**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 regarding the resurfacing of district parking lots located at Four Seasons Park, Lombard Common Park, Madison Meadows Park and the District Administration Building.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Nays: \_\_\_\_\_

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Anthony Puccio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Ranya Elkhatib**  
**Village Clerk**

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE  
OF LOMBARD AND THE LOMBARD PARK DISTRICT REGARDING  
IMPROVEMENTS TO PARK DISTRICT PARKING LOTS**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Lombard Park District (hereinafter referred to as the "District") and the Village of Lombard (hereinafter referred to as the "Village"). The District and the Village are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**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 owns and maintains properties at the following locations: Four Seasons Park, Lombard Common Park, Madison Meadows Park and the District Administration Building (hereinafter referred to as the "District Properties"); and

**WHEREAS**, the Village will be performing maintenance at Village owned parking lots (hereinafter referred to as "Village Lots") as part of the Village's 2025 capital improvements project; and

**WHEREAS**, the District Lots and Village Lots are in disrepair, and the Village and the District desire to make improvements, including a two (2) inch grinding and overlaying of the lots as shown on Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto and made part hereof (hereinafter referred to as the "Project"); and

**WHEREAS**, the Village has prepared engineering plans, specifications and estimates for the Project under the supervision of a registered engineer in the State of Illinois; and

**WHEREAS**, it is in the best interests of the Village and the District to enter into an agreement to undertake the Project; and

**WHEREAS**, the Village agrees to pay all costs and expenses associated with the design and construction of the Project, subject to being reimbursed by the District for the costs and expenses associated with the District Lots portion of the Project; and

**WHEREAS**, the Parties to this Agreement desire to set forth their respective rights and duties concerning the costs and expenses for the construction of the Project;

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. That the Recitals set forth above are made part hereof, as if set forth in full in this Section 1.
2. The Village will act as the lead agency for the design, bidding, award of the contract and construction of the Project.
3. The Village, as lead agency, will prepare sufficient documentation to determine the extent of services, improvements, and labor and material quantities associated with the District Lots portion of the Project, and all amounts/quantities shown in Exhibit E attached hereto and made part hereof, relative to the District Lots portion of the Project, and the Village Lots portion of the Project, will be adjusted accordingly based upon the actual final quantities.
4. The Village will take over maintenance duties relative to the District Lots during the construction phase of the Project; that is, the Village will be responsible for maintenance, signage, access to properties and emergency services access. Upon completion of the Project, and acceptance of the District Lots portion of the Project by the District, the Village shall transfer maintenance duties for the District Lots portion of the Project back to the District.
5. The Village will require all contractors to name the District and its officers, agents and employees as additional insureds on insurance policies, with certificates of insurance to evidence same, plus indemnification from said contractors relative to claims against the District as a result of the construction of the Project. The Village will require the contractor to meet or exceed minimum levels of insurance, based on either the Village's or the District's requirements, whichever is more stringent.
6. The District agrees to pay, or cause to be paid, the actual costs for the District Lots portion of the Project.
7. The District agrees to pay the actual costs for the District Lots portion of the Project, estimated at \$215,000.70.
8. Upon completion of the Project, the Village shall provide the District with the actual cost incurred for the construction of the District Lots portion of the Project, as set forth on Exhibit E, along with documentation to support said amount. The District shall, within sixty (60) days of receipt of the foregoing, pay to the Village the amount of the actual cost of the District Lots portion of the Project, not to exceed the amount set forth in Section 7 above, unless prior approval to exceed the amount due to site conditions is received from the District.

9. The Village will provide sufficient assistance throughout the Project to successfully coordinate utility shutdowns, relocations, detours, haul routes, newsletters and customer relations in the Project area, as needed, if any.
10. The Village shall complete or cause the completion of the construction of the Project under this Agreement, on or before October 31, 2025, absent *force majeure*.
11. Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including but not limited to, fire, storm, flood, earthquake, explosion, accident, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God. Notwithstanding the foregoing, neither party shall be entitled to rely on this provision unless it is using its commercially reasonable efforts to resume performance. Any delay in performance permitted under this provision shall be for no longer than the duration of the event giving rise to the delay.
12. Nothing contained in this agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.
13. The parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes.
14. 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, and addressed as follows:

A. If to the Village:

Director of Public Works  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

B. If to the Commissioner:

Executive Director  
Lombard Park District  
227 W Parkside Avenue  
Lombard, IL 60148

**IN WITNESS WHEREOF**, the Village and the Commissioner have caused this Agreement to be duly executed by their respective authorized representatives, with the last date of execution to be the date set forth in the opening paragraph of this Agreement.

**VILLAGE OF LOMBARD**

**LOMBARD PARK DISTRICT**

\_\_\_\_\_  
Anthony Puccio  
Village President

\_\_\_\_\_  
Greg Ludwig  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

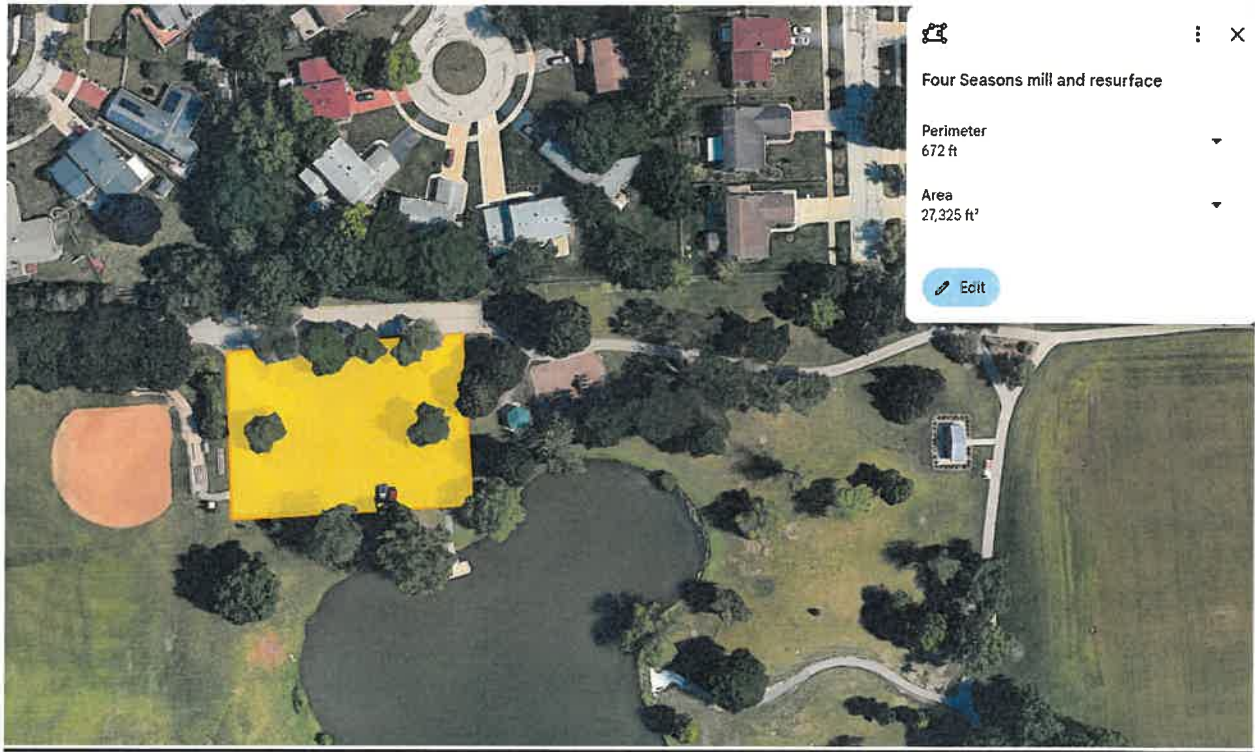
**ATTEST:**

\_\_\_\_\_  
Ranya Elkhatib  
Village Clerk

Date: \_\_\_\_\_

## Exhibit A

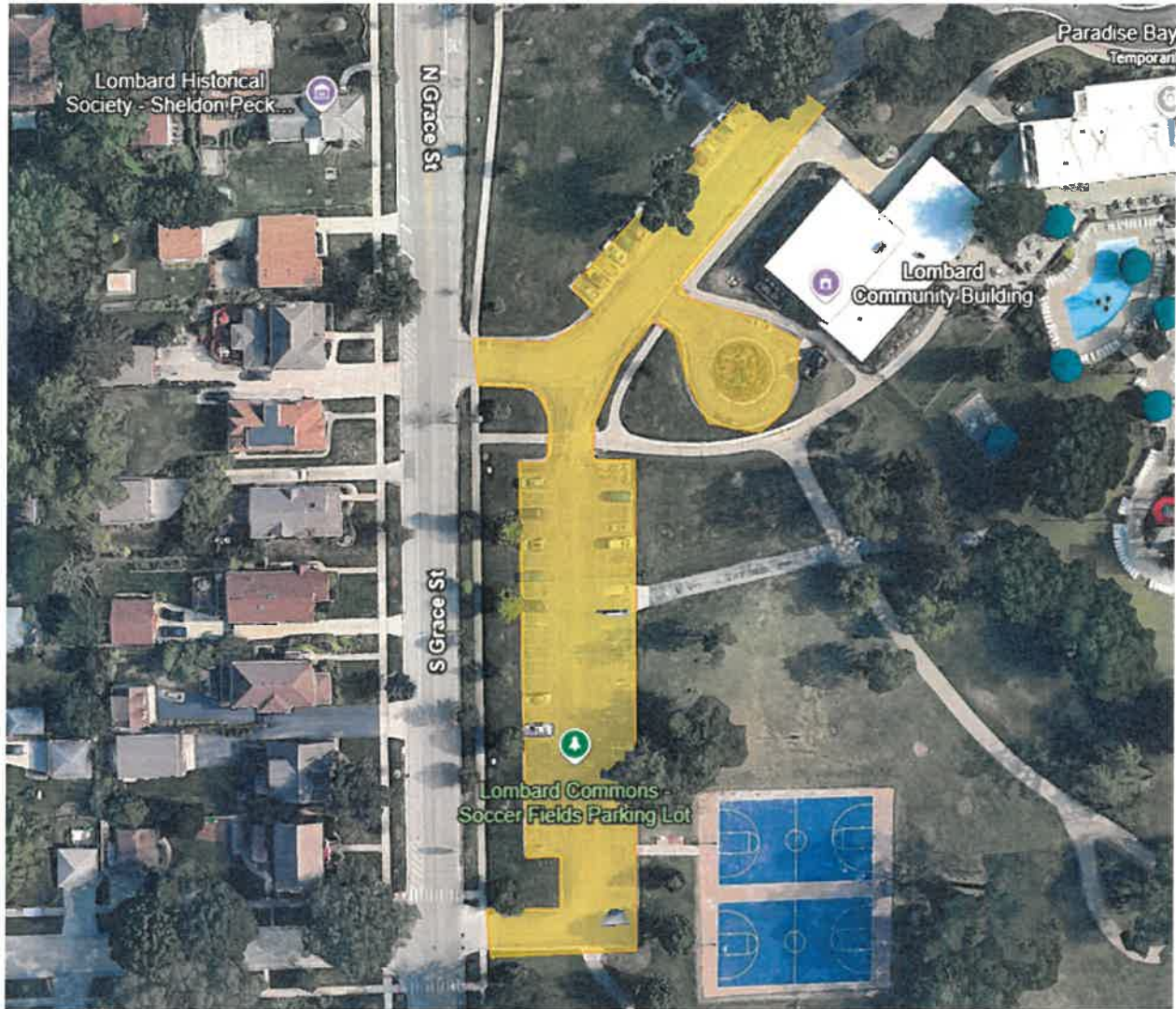
### Four Seasons Parking Lot





## Exhibit B

### **Lombard Common Parking Lot**



## Exhibit C

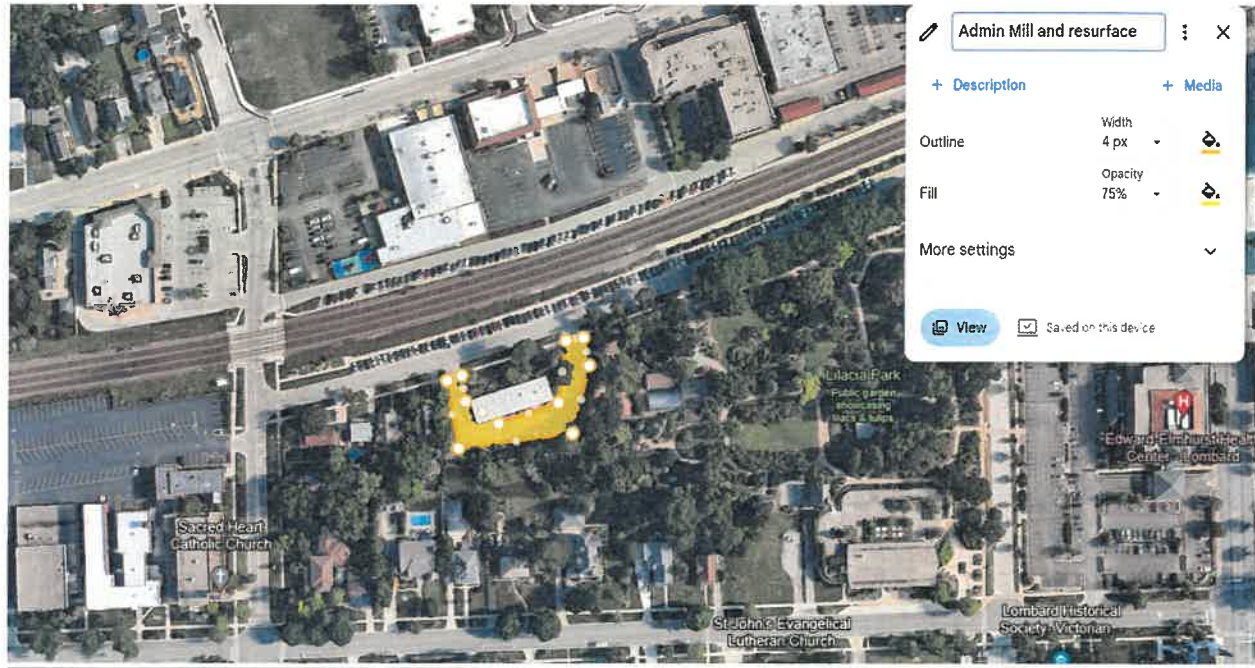
### Madison Meadow Parking Lot





## Exhibit D

### Administration Building Parking Lot



## District Lots Cost Estimate

H:\PW\Director\IGA\Park District Parking Lots 2025\IGA RE Parking Lots 2025 v2.docx

## ACKNOWLEDGMENT

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 Anthony Puccio and Ranya Elkhatib, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Notary Public

## ACKNOWLEDGMENT

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 Greg Ludwig and Joseph McCann, 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 official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Notary Public