

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LOMBARD AND GLENBARD HIGH SCHOOL DISTRICT
NO. 87 IN REGARD TO THE EXPANSION OF THE PARKING LOT AT
GLENBARD EAST HIGH SCHOOL**

THIS AGREEMENT (hereinafter referred to as the "Agreement"), entered into as of the effective date set forth in Section 9 is by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and the BOARD OF EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87, DuPage County, Illinois (hereinafter referred to as the "DISTRICT" or the "BOARD"). The VILLAGE and the SCHOOL DISTRICT are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the DISTRICT is the record owner of certain real property, commonly known as Glenbard East High School, property generally located at 1014 S. Main Street, Lombard, Illinois (hereinafter referred to as the "District Property"); and

WHEREAS, the District Property currently contains a total of 413 on-site parking spaces for staff and students; and

WHEREAS, the VILLAGE allows for parking of student vehicles on the south side of Wilson Avenue between Edson and Lincoln, hereinafter referred to as the "On-Street Parking"; and

WHEREAS, the On-Street Parking provides fifty-three (53) spaces; and

WHEREAS, the DISTRICT currently experiences parking problems relative to Glenbard East High School; and

WHEREAS, the parking problems experienced by the DISTRICT relative to Glenbard East High School also impact the VILLAGE and the neighborhood surrounding Glenbard East High School; and

WHEREAS, the VILLAGE has jurisdiction over the streets in the vicinity of Glenbard East High School, and has received complaints from the residents of the neighborhood surrounding Glenbard East High School and has concerns over the impact that the On-Street Parking has on emergency responses by the Village; and

WHEREAS, the Parties have identified the opportunity to add an additional One Hundred-Thirty-Five parking spaces on the District Property. There are three lots hereinafter referred to as Lot A, Lot B and Lot C. These lots are known collectively as the "Lots" and are shown on the plans attached hereto as Exhibit "A" and made part hereof (hereinafter referred to as the "Project"), to help alleviate the parking problems being experienced in the immediate area, provided the VILLAGE and the DISTRICT contribute to the cost of the Project; and

WHEREAS, the DISTRICT intends on undertaking construction improvements to its parking lots at Glenbard East High School and intends on including an alternate bid for contractors to construct 53 additional spaces to replace student On-Street Parking subject to the VILLAGE agreeing to contribute to the costs of such construction as set forth in this Agreement; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9
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provide the authority for this Agreement; and

WHEREAS, it is in the best interests of the DISTRICT and the VILLAGE to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are 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. **DISTRICT OBLIGATIONS.** In relation to the Project, the DISTRICT agrees to:
 - a. Include an alternate bid (the "Alternate Bid") in its bid for parking lot improvements at Glenbard East High School that contemplates the construction of Lots B and C to replace student On-Street Parking (the "Additional Parking Project")
 - b. To the extent the DISTRICT awards a contract for the Project, the DISTRICT will construct the Project in full compliance with all applicable VILLAGE codes, ordinances and regulations at the DISTRICT'S initial cost and expense, subject to the cost sharing obligations of the DISTRICT and the VILLAGE as set forth herein; and
 - c. Upon receipt of the official bid results for the Alternate Bid, the DISTRICT shall provide the materials required by Section 3.a below and shall not award the Additional Parking Project unless and until the VILLAGE has approved participation by written direction under Section 3.b below. . The Parties further acknowledge that the DISTRICT shall have no obligation to undertake the Additional Parking Project unless the VILLAGE commits to paying for a portion of the costs to which the DISTRICT agrees in writing.
 - d. Should the VILLAGE agree to take on a portion of the costs associated with the Alternate Bid, the DISTRICT shall provide the invoice (the "Alternate Parking Project Invoice") to the VILLAGE for such costs. The Parties acknowledge that the Additional Parking Project Invoice shall include all payments made to contractors to construct the Additional Parking Project including any change orders approved after the bid award.
3. **Alternate Bid Review and Approval.**
 - a. **Bid Tabulation & Supporting Materials.** Within four (4) business days after bid opening, the DISTRICT shall deliver to the VILLAGE the complete bid tabulation identifying the Base Bid and the Alternate Bid for Lots B and C.
 - b. **Village Action Window.** Within four (4) calendar days after receipt of a complete submittal under Section 3.a, the VILLAGE, by written direction of the Village's Director of Public Works, shall either (i) approve participation in the Alternate Bid in an amount not to exceed the dollar cap stated in such written direction (the "Village Contribution Cap"), or (ii) decline participation.
 - c. **Village Review and Comment.** The VILLAGE may submit written comments on the proposed award; the DISTRICT shall consider such comments in good faith prior to award.
4. **VILLAGE OBLIGATIONS.** If the DISTRICT undertakes the Additional Parking Project, the VILLAGE agrees to:
 - a. **Authority and Commitment.** Following the DISTRICT's submittal under Section 3.a, the VILLAGE shall act in accordance with Section 3.b. Only written direction from the Village's Director of Public Works constitutes the VILLAGE's commitment; staff communications shall not bind the VILLAGE.
 - b. **Village Contribution Cap.** If the VILLAGE approves participation under Section 3.b and the DISTRICT delivers its written acceptance under Section 3.c, the VILLAGE shall contribute up

to the "Village Contribution Cap" specified in the Director's written direction. The Village Contribution Cap is an absolute, aggregate cap on all Village payments related to the Additional Parking Project and shall not be increased absent a subsequent written direction by the Director (or Village Board action, if required by law).

- c. **Invoicing and Payment.** After construction of the Additional Parking Project and upon submission of a complete invoice the VILLAGE shall pay the approved amount within the time required by the Local Government Prompt Payment Act, provided that in no event shall total payments by the VILLAGE exceed the Village Contribution Cap.
- d. **Change Orders Affecting Village Share.** The DISTRICT shall not issue or approve any cost-increasing change order allocable to the Additional Parking Project that would be billed to the VILLAGE without the Village's prior written approval (Director of Public Works or designee). Any such change orders issued without prior approval are not billable to the VILLAGE and do not increase the Village Contribution Cap.

5. **PROCUREMENT; PREVAILING WAGE; BONDS.** The DISTRICT shall procure the Project in compliance with applicable law, including 105 ILCS 5/10-20.21. The Project shall comply with the Prevailing Wage Act (820 ILCS 130/1 et seq.). The DISTRICT shall require performance and payment bonds for the awarded contract(s).

6. **SURVEY, DESIGN AND CONSTRUCTION OF THE PROJECT.** Should the DISTRICT proceed with the Additional Parking Project, which it may determine to do in its sole discretion, the construction of the Additional Parking Project shall be substantially in accordance with the plans attached as Exhibit "A" to this Agreement.

7. **NOTICES.** Notice or other writings which any Party is required to, or may wish to, serve upon the other Parties 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:

If to the VILLAGE:

Village of Lombard
Village Manager
255 East Wilson Avenue
Lombard, IL 60148

If to the DISTRICT:

Glenbard Township High School District 87
District Superintendent
596 Crescent Boulevard
Glen Ellyn, IL 60137

or to such other address, or additional parties, as any Party may from time to time designate in a written notice to the other Parties. 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 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 the authority duly granted by the adoption of a Motion by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

By: 
Village President

ATTEST:


Village Clerk

Dated: 10/10/25

**BOARD OF EDUCATION OF GLENBARD
TOWNSHIP HIGH SCHOOL DISTRICT NO.
87, DuPAGE COUNTY, ILLINOIS**

By: _____
President

ATTEST:

Secretary

Dated: _____

Plans for the Addition to the Parking Lot

