

RESOLUTION
R 17-16

**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.

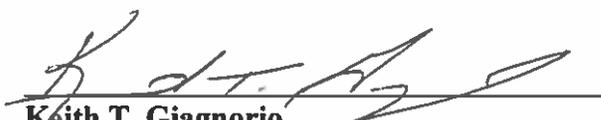
Adopted this 3rd day of March, 2016.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston and Pike

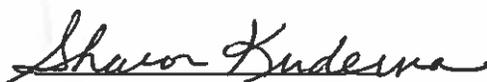
Nays: None

Absent: Trustee Ware

Approved this 3rd day of March, 2016.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND
THE LOMBARD PARK DISTRICT**

THIS AGREEMENT ("Agreement") is entered into this 23rd day of February, 2016, by and between the VILLAGE OF LOMBARD (the "VILLAGE") and the LOMBARD PARK DISTRICT (the "DISTRICT"). The VILLAGE and the DISTRICT are at times referred to herein individually as a "Party" and collectively 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 have access to the VILLAGE'S fueling station, located at the VILLAGE'S Public Works Facility at 1051 South Hammerschmidt Avenue, Lombard, Illinois 60148 (the "Fueling Facility"), for the fueling of DISTRICT vehicles and equipment with unleaded and diesel fuel (the "FUELING ACCESS"); 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;

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

WHEREAS, it is in the best interests of the residents of the VILLAGE and the DISTRICT that the Parties provide for the FUELING ACCESS and the MAINTENANCE; and

WHEREAS, the VILLAGE has agreed to allow the FUELING ACCESS, provided:

- (i) the DISTRICT, and its officers, employees and agents, comply with the VILLAGE'S rules and regulations relative to the accessing of fuel from the

- (i) the DISTRICT, and its officers, employees and agents, comply with the VILLAGE'S rules and regulations relative to the accessing of fuel from the Fueling Facility; said rules and regulations being attached hereto as Exhibit "B", and made part hereof (the "Fueling Rules");
- (ii) the DISTRICT reimburses the VILLAGE for the actual cost of any fuel used by the DISTRICT from the Fueling Facility; and
- (iii) the DISTRICT performs the MAINTENANCE at the Maintenance Locations for a period of at least three (3) years; and

WHEREAS, the DISTRICT has agreed to perform the MAINTENANCE at the Maintenance Locations, as specified in Exhibit "A" attached hereto, at its sole cost and expense, for a period of at least three (3) years from the Effective Date (as set forth in Section 11 below), provided the VILLAGE allows the FUELING ACCESS, under the terms and conditions as set forth above, and provided the VILLAGE, at its sole cost and expense, provides the DISTRICT with all necessary parts to perform the MAINTENANCE; and

WHEREAS, the Parties have determined that the VILLAGE can more cost effectively maintain the Fueling Facility, and make bulk purchases of fuel so as to obtain a better price therefor than can be obtained by the DISTRICT, 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 FUELING ACCESS and the MAINTENANCE, the VILLAGE agrees to:
 - A. Provide the DISTRICT with access to the Fueling Facility, including, but not limited to, any access codes or keys necessary to access the fuel at the Fueling Facility, for a period of three (3) years from the Effective Date (as set forth in Section 11 below);
 - B. Bill the DISTRICT for the actual cost of the fuel used by the DISTRICT from the Fueling Facility, without any mark-up or added costs, on a

monthly basis; and

- C. 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 FUELING ACCESS and the MAINTENANCE, the DISTRICT agrees to:
- A. Access fuel, solely for DISTRICT vehicles and equipment, at the Fueling Facility, in full compliance with the Fueling Rules;
 - B. Reimburse the VILLAGE, for the cost of fuel used by the DISTRICT from the Fueling Facility, within sixty (60) days of the receipt of each bill from the VILLAGE relative to the use of fuel from the Fueling Facility by the DISTRICT, with any late payments to the VILLAGE bearing interest from the date payment is due at the rate provided under the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*); 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 Effective Date (as set forth in Section 11 below).
4. **FUELING FACILITY RIGHT OF ENTRY.** The VILLAGE hereby grants to the DISTRICT, and the DISTRICT'S officers, employees and agents, the right to enter upon the Fuel Facility property for the purpose of the FUELING ACCESS.
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, reasonable 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, reasonable 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. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in Sections

5 or 6 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to any of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

8. **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.

9. **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.
10. **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.
11. **EFFECTIVE DATE AND TERM.** This Agreement shall be deemed effective on March 1, 2016 (the "Effective Date"), and shall remain in full force and effect for a period of three (3) years thereafter (through February 28, 2019). Unless either Party provides written notice to the other Party, on or before December 31, 2018, that said Party does not desire to renew this Agreement effective March 1, 2019, this Agreement shall be renewed effective March 1, 2019, for an additional three (3) year period, and shall be in full force and effect thereafter through February 28, 2022, without need for further action by either Party.
12. **TERMINATION.** Either Party may terminate this Agreement immediately upon

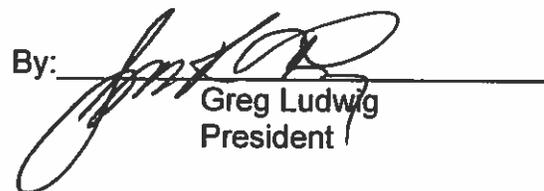
written notice to the other Party in the event the other Party breaches any of the provisions of this Agreement, but only if the breaching Party fails to cure said breach within five (5) business days after the non-breaching Party shall have first notified the breaching Party of said breach in writing or, if by its nature the breach is not capable of being cured within said five (5) business day period, if the breaching Party fails to commence such cure within said five (5) business day period and diligently pursues same to completion. Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination, including but not limited to any such obligations under Sections 5 and 6 above.

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: 
Keith Giagnorio
Village President

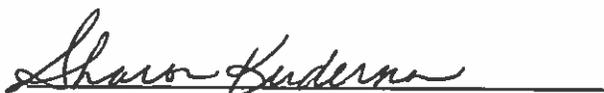
By: 
Greg Ludwig
President

Date: 3/3/16

Date: 2/23/16

ATTEST:

ATTEST:


Sharon Kuderna
Village Clerk


Paul W. Friedrichs
Secretary

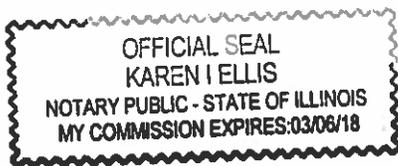
Date: 3/3/16

Date: 2/23/16

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 Keith Giagnorio and Sharon Kuderna, 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 3RD day of MARCH, 2016.



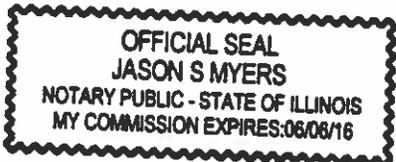
Karen I. Ellis
Notary Public

My Commission Expires: 3/6/18

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 Greg Ludwig and Paul W. Friedrichs, 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 23rd day of February, 2016.



Jason S Myers

Notary Public

My Commission Expires: 6/6/16

Exhibit "A"

MAINTENANCE OBLIGATIONS

(attached)

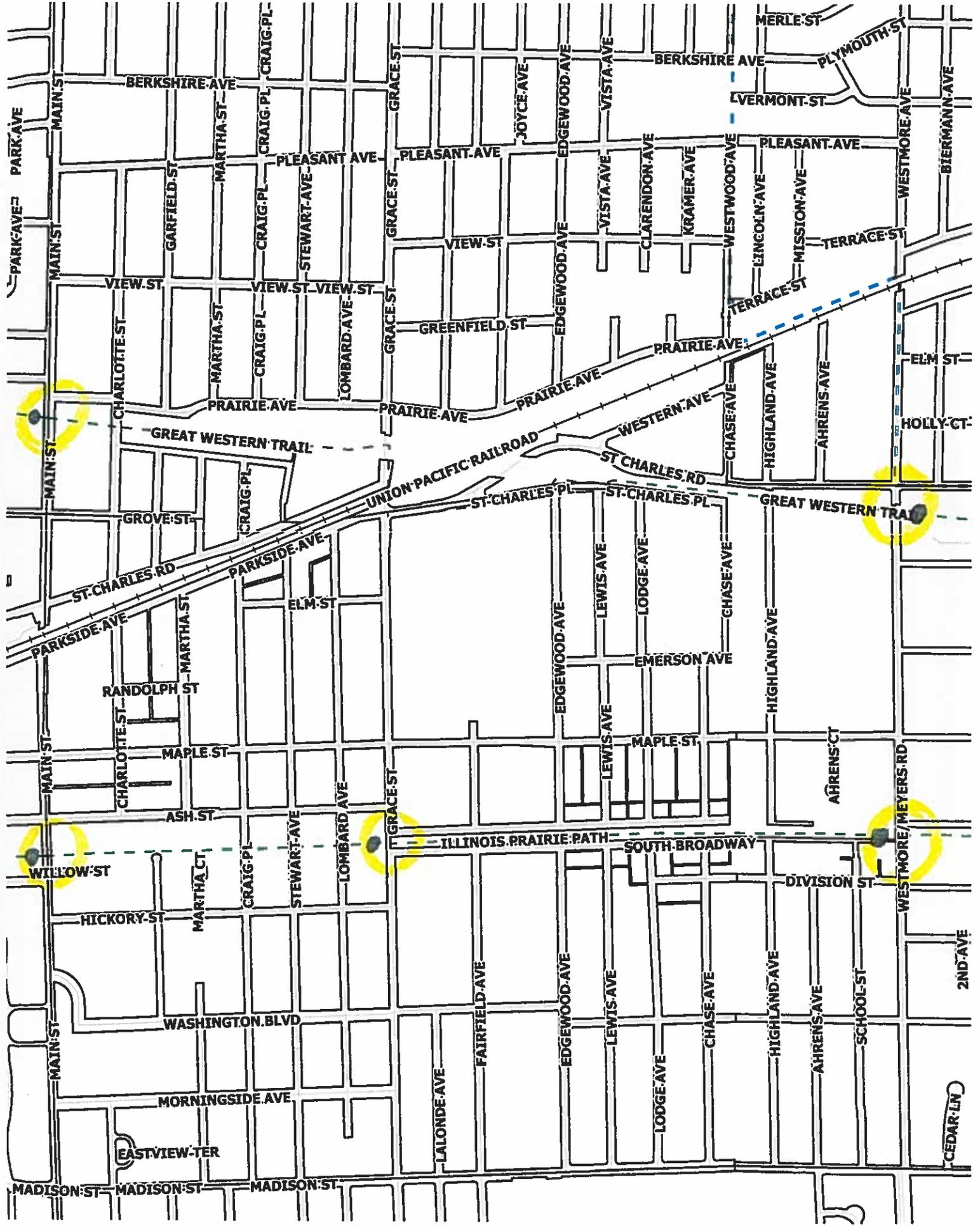


Exhibit "B"

FUELING RULES

(attached)

FUEL ISLAND FUELING PROCEDURE

Fueling procedure, follow prompts on screen.

1. INSERT VEHICLE FUEL KEY with notch up, push and hold in for 1 second.
2. ENTER USER ID NUMBER your ID number is 8 digits long. Press ENTER.
3. ENTER ODOMETER depending on your vehicle you would enter mileage or hours (no tenths) then press ENTER. The system will then ask you to re-insert the fuel key momentarily so it can write the mileage you just entered to the key's memory. NOTE: the first time you use a fuel key, or if the mileage is out of range for some reason, it will ask you to confirm the mileage and enter it AGAIN. So just be aware you may have to enter the mileage twice if it doesn't like the mileage you are entering. Just make sure you are entering the correct mileage and it will take it the second time and then you can re-insert the key and it will write that mileage to the key.
4. ENTER PUMP # if you are fueling an unleaded vehicle you will be able to choose pump 1 or 2 and if it is a diesel vehicle you will be able to choose pump 3 or 4. Remember to push ENTER after selecting the pump number.
5. FUEL YOUR VEHICLE lift nozzle and flip up the lever on the dispenser to turn the pump on.
6. WHEN DONE FUELEING flip dispenser lever down to shut off pump and replace nozzle.

Emergency Stop Buttons;

1. There are 2 emergency stop buttons. These large red buttons will kill all the power to the pumps in an emergency situation. One is located on the south side of the fuel island and one is just west of the fuel island. To activate these emergency stops push the large red button.
2. There are fire extinguishers located next to each emergency stop button.

It is important to accurately enter information at the pumps as Fleet Services tracks vehicle information using pump data. I recommend writing your mileage down for reference.

1. Enter **mileage** for all cars and trucks except;
 - Fire engines
 - Fire trucks
 - Ambulances
 - Off road equipment (i.e. loaders, backhoes, skid-steers etc...)
 - Street sweepers
2. Enter **hours** for the above equipment.
3. **Never enter tenths** of a mile or hour
4. Make sure the odometer is reading miles not kilometers.
5. Make sure the odometer is not reading "trip" miles.

6. If you're not sure what meter to use contact the Fleet Department.

Contact Information

For issues related to this fuel island contact;

1. John Mannino in Fleet Services M-F 7AM-3:30PM 630-620-5755
2. 24 Hour Number 630-873-4400