

RESOLUTION
R 14-24

A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and the Lombard Park District regarding the regarding the detention pond/recreation facility project at 641 N. Main Street.

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 21st day of March 2024.

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello and Bachner

Nays: None


Absent: None

Approved by me this 21st day of March 2024.



Keith T. Giagnorio
Village President

ATTEST:



Elizabeth Brezinski
Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK
DISTRICT IN REGARD TO THE DEVELOPMENT, OPERATION AND
MAINTENANCE OF RECREATIONAL FACILITIES AT 641 N. MAIN STREET**

This AGREEMENT is entered into this ____ day of _____, 2024, by and between the VILLAGE OF LOMBARD (the "VILLAGE") and the LOMBARD PARK DISTRICT (the "DISTRICT"). The VILLAGE and the DISTRICT are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Illinois Constitution in Article VII, Section 10, authorizes units of local government to enter into agreements to share services; and

WHEREAS, the Illinois General Assembly has granted public agencies of this State the right to exercise their authority jointly with other public agencies of the State pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the VILLAGE and the DISTRICT are units of local government and/or public agencies; and

WHEREAS, the VILLAGE, as the fee owner of the PARCEL (as defined below), has determined it to be in the best interest of the public that the parcel commonly known as 641 N. Main Street (hereinafter the "PARCEL") be used to provide stormwater detention to address flooding conditions in and around the PARCEL; and

WHEREAS, the VILLAGE has developed plans and specifications (hereinafter the "PLANS"), as depicted in "Exhibit A", for the development of the PARCEL with said

PLANS including recreational features (hereinafter the “RECREATIONAL FACILITY”)
at the request of the DISTRICT; and

WHEREAS, the VILLAGE and DISTRICT have determined that it is in the best
interest of the public to operate and maintain said RECREATIONAL FACILITY to
ensure the continued availability of the park and its facilities for its residents’ and
DISTRICT uses; and

WHEREAS, the Parties are desirous to construct the improvements set forth in
the PLANS (hereinafter the “PROJECT”) in a manner that provides mutual benefits to
the Parties, as set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and mutual covenants
contained herein, the VILLAGE and the DISTRICT agree as follows:

- A. The VILLAGE shall construct the PROJECT at its sole cost and expense per the
PLANS.
- B. The VILLAGE shall allow the DISTRICT use of the PARCEL and the
RECREATIONAL FACILITY it has created on said land and the equipment
thereon for a period of fifty (50) years.
- C. The PROJECT shall include three (3) pickleball courts as depicted in the PLANS.
- D. The DISTRICT shall operate and maintain the RECREATIONAL FACILITY in a
clean and appropriate condition for residents’ uses and shall maintain the
equipment thereon intact and in usable condition at no cost or expense to the
VILLAGE for a period of fifty (50) years.
- E. The DISTRICT shall be responsible for the maintenance of all improvements on
the PARCEL, which shall include the maintenance and mowing of the turf grass,

maintenance of the detention pond, maintenance of the parking lot and maintenance of the RECREATIONAL FACILITY.

- F. The VILLAGE shall be responsible for the maintenance of all drainage infrastructure constructed as part of the PROJECT.
- G. Use of the RECREATIONAL FACILITY developed by the VILLAGE shall be open and available for use by the DISTRICT residents without charge or fee except wherein charges or fees are required for special events held at the RECREATIONAL FACILITY.
- H. 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 they arise, either directly or indirectly, out of the negligent, reckless or intentional acts or omissions of the DISTRICT, or its elected or appointed officials, officers, agents, employees, consultants or contractors, under this Agreement.
- I. The DISTRICT shall maintain in full force and effect during the term of this Agreement, or any extension thereof, the following types and minimum amounts of insurance: (i) Commercial General Liability Insurance with coverage or coverage by a Self-Insurance pool "Risk Management Association" (such as the Park District Risk Management Agency) in the amount of at least Two Million Dollars (\$2,000,000) (ii) Workers Compensation Insurance in the amounts required by law, with Employer's Liability Insurance in the amount of at least

\$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease; (iii) Commercial Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage, on all vehicles owned by DISTRICT or operated for purposes of this Agreement. All insurance required hereunder, except for the Worker's Compensation Insurance, shall name the VILLAGE, its officers, employees, and agents as additional insureds thereon on a primary and non-contributory basis. Prior to the commencement of the term of this Agreement or any extensions thereof, and upon request by the VILLAGE, the DISTRICT shall provide to the VILLAGE a Certificate of Insurance, or a copy of all insurance policies and endorsements thereto, evidencing proof of all insurance required hereunder.

- J. This Agreement shall be renewed for the same period of time upon its expiration date unless notification of cancellations shall be received by either party thirty (30) days prior to the expiration date in the administrative offices of either party addressed as follows:

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

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

- K. This Agreement may be amended only in writing and only upon approval of both Parties.
- L. Both Parties represent that authority has been extended by their respective governing bodies, by ordinance or resolution as required, for execution of this Agreement.

- M. This Agreement shall be executed so that each Party shall have a copy containing original signatures. Each of these counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same.
- N. This Agreement as written is the complete and entire Agreement between the VILLAGE and the DISTRICT pertaining to the PARCEL and RECREATIONAL FACILITY located at 641 N. Main Street.
- O. 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.

THIS AGREEMENT shall become effective upon the date of signing.

DATED this _____ day of _____, 2024.

LOMBARD PARK DISTRICT

VILLAGE OF LOMBARD

By: _____

President of Board of
Park District Commissioners

By: 
Village President

(SEAL)

(SEAL)

Attest:

Secretary

Attest:



Village Clerk

