

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
For Inclusion on Board Agenda


<u>      X      </u> <u>                  </u> <u>                  </u>	Resolution or Ordinance (Blue) _____ Waiver of First Requested Recommendation of Boards, Commissions & Committees (Green) Other Business (Park)
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**TO:** VILLAGE PRESIDENT AND BOARD OF TRUSTEES

**FROM:** Scott Niehaus, Village Manager

**DATE:** January 31, 2024 (B of T) **DATE:** March 21, 2024

**TITLE:** Intergovernmental Agreement between the Village of Lombard and the Lombard Park District regarding the development of the property at 641 N. Main Street

**SUBMITTED BY:** Carl S. Goldsmith, Director of Public Works 

**BACKGROUND/POLICY IMPLICATIONS:**

A Resolution authorizing the signature of the Village President and Village Clerk on an Intergovernmental Agreement with the Lombard Park District relative to the development and maintenance of the stormwater detention facility and pickleball facility located at 641 N. Main Street.

**FISCAL IMPACT/FUNDING SOURCE:**

Project #: SS 24-05

Review (as necessary):

Village Attorney _____	Date _____
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.



February 27, 2024

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works

SUBJECT: Intergovernmental Agreement between the Village of Lombard and the Lombard Park District regarding 641 N. Main Street

### **Background**

The Village of Lombard and the Lombard Park District have discussed the possibility of collaborating on a project at 641 N. Main Street that would provide both storm water detention and recreational amenities at the site. The Village acquired the lot in 2020 in order to provide for stormwater storage for the area. The project will provide 8.6-acre feet of storage, which is equivalent to 2,801,227 gallons. The site also can accommodate the construction of three (3) pickleball courts, a parking lot and sidewalks to provide access to the site.

Per the IGA, the Village would construct the project, including the park amenities. The estimate to construct the pickleball courts and sidewalks is \$82,555.00. In exchange for the Village constructing the improvement, the Park District has agreed, subject to the approval of the IGA, to maintain the entire parcel, which includes the maintenance of the recreational components, parking lot, mowing/maintenance of the turf grass and maintenance of the wet-bottom basin. The Village would be responsible for the maintenance of all underground infrastructure in and out of the basin.

The term of the IGA is for an initial 50-year period, which is automatically renewed for the same time period, unless either party provides notice in accordance with the agreement. The IGA has been reviewed by the Village Attorney and is consistent with past IGAs executed by the Village. The Park District has placed this item on their agenda for their February 27, 2024 meeting. I respectfully request that this item be placed on the Village Board's agenda for the March 7, 2024 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 the property located at 641 N. Main Street.

**RESOLUTION**  
**R \_\_\_\_-24**

**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 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

Nayes: \_\_\_\_\_

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Keith 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

**EXHIBIT A**

**PROJECT PLANS**

