

RESOLUTION NO. R16-46

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE DUNDEE TOWNSHIP PARK DISTRICT
REGARDING A SHARED SIGN AT THE BONNIE DUNDEE GOLF COURSE**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Dundee Township Park District ("**District**") owns the real property commonly known as the Bonnie Dundee Golf Course, located at 270 Kennedy Drive, Carpentersville, Illinois ("**Property**"); and

WHEREAS, the District and the Village desire, for their joint use and mutual benefit, to construct and install a new electronic message board sign ("**Sign**") on the Property, located adjacent to the Kennedy Drive right-of-way; and

WHEREAS, the District and the Village desire to enter into an agreement to set forth their respective rights and obligations regarding the construction, maintenance, and use of the Sign ("**Agreement**"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to enter into the Agreement with the District;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Carpentersville, Kane County, Illinois, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: APPROVAL OF AGREEMENT. The Agreement by and between the Village and the District is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3: EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement and all necessary documentation related thereto.

SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

Motion made by Trustee Humpfer, seconded by Trustee Schultz, that the Resolution be adopted.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Carpentersville, Illinois at a regular meeting thereof held on the 21st day of June, 2016, pursuant to a roll call vote as follows:

AYES: 5 (Burroway, Stephens, Humpfer, Rehberg, Schultz)

NAYS: 0

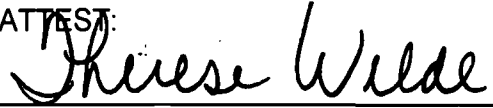
ABSENT: 1 (Sabbe)

APPROVED by me this 21st day of June, 2016.



Ed Ritter, Village President

(SEAL)

ATTEST:


Therese M. Wilde, Village Clerk

EXHIBIT A
AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF CARPENTERSVILLE
AND THE DUNDEE TOWNSHIP PARK DISTRICT
REGARDING THE INSTALLATION, USE, AND MAINTENANCE OF
A SHARED SIGN AT THE BONNIE DUNDEE GOLF COURSE**

THIS AGREEMENT ("*Agreement*") is dated as of this 21 day of JUNE, 2016 ("*Effective Date*"), between and among the Village of Carpentersville, an Illinois home rule municipal corporation ("*Carpentersville*"), and the Dundee Township Park District, an Illinois Park District organized and existing pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 *et seq.* ("*Park District*") (Carpentersville and the Park District are each a "*Party*" and collectively are the "*Parties*").

IN CONSIDERATION OF the mutual covenants and agreements set forth herein, the Parties agree as follows:

SECTION 1. BACKGROUND.

A. The Park District owns the real property commonly known as the Bonnie Dundee Golf Course, located at the common address of 270 Kennedy Drive, Carpentersville, Illinois ("*Property*").

B. The Property is located partially within the corporate boundaries of Carpentersville, and is located adjacent to, and to the east of, the Dundee Avenue right-of-way.

C. The Parties desire, for their joint use and mutual benefit, to construct and install a new electronic message board sign ("*Sign*") on the Property, located adjacent to the Dundee Avenue right-of-way, as depicted on **Exhibit A** attached to this Agreement.

D. The Parties desire to enter into this Agreement to set forth their respective rights and obligations regarding the construction, maintenance, and use of the Sign.

E. The Parties are authorized to enter into this Agreement pursuant to, among other statutes and law, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

SECTION 2. INSTALLATION OF SIGN.

A. **Purchase and Installation of Sign.** The Park District must take all actions necessary to purchase the Sign and cause the Sign to be installed on the Property at the location depicted on Exhibit A to this Agreement, and in accordance with all applicable laws.

B. **Cost of Sign.** The Parties acknowledge and agree that Carpentersville has paid the Park District \$20,000.00 ("*Village Contribution*") for the purpose of defraying the costs incurred by the Park District for the purchase and installation of the Sign on the Property. The Park District will pay all costs necessary to purchase and install the Sign on the Property, less the amounts of the Village Contribution.

SECTION 3. OWNERSHIP AND MAINTENANCE OF SIGN.

A. **Ownership of Sign.** The Park District will hold all right, title, and interest in or to the Sign.

B. **Maintenance of Sign.** The Park District must, at no cost to Carpentersville, perform or caused to be performed all work necessary to maintain the Sign at all times in the proper condition for its intended use, in a condition of good repair, in a safe, clean, and sightly condition, and in accordance with all applicable laws.

SECTION 4. DESIGNATED CONTACT PERSONS.

For the Village of Carpentersville, the Village Manager or his designee and for the Dundee Township Park District, the Executive Director, or his designee will serve as the representatives for the purpose of scheduling and coordinating use of the Sign with the other Parties (collectively, the "***Contact Persons***"). To the extent not addressed by this Agreement, the Contact Persons will cooperate diligently and in good faith to identify mutually-agreed dates, times, practices, and procedures for use of the Sign by each of the Parties. Each Party may change its designation of a Contact Person by providing written notice to the other Parties in accordance with Section 6.A of this Agreement.

SECTION 5. USE OF SIGN.

A. **Purpose of Sign.** The Sign is intended to be a resource available to each of the Parties for the purpose of sharing information with the public regarding the programs and activities of the Parties and other information that the Parties desire to disseminate to the public.

B. **Procedures for Displaying Sign Content.** Each of the Parties may display content on the Sign in accordance with the provisions of this Section 5. At least five business days before the date that a Party desires to commence the display of certain content on the Sign ("***Content Commencement Date***"), the Party must submit a sign request ("***Sign Request***") by electronic mail to Helen Shumate at hshumate@dtpd.org ("***Sign Coordinator***"). All Sign Requests should include: (1) the name of the Party submitting the Sign Request; (2) the first and last name and phone number of the person submitting the Sign Request on behalf of the Party; (3) the Content Commencement Date; (4) the date that the Party desires to terminate the display of the content on the Sign ("***Content Termination Date***"); and (5) if provided, the digital artwork or video file as an attachment to the email. If a Party desires to submit a Sign Request fewer than five business days before the Content Commencement Date ("***Expedited Request***"), the Party must also send a text message and call the Sign Coordinator at (847) 525-5470, and must explain the special circumstances justifying the Expedited Request. If the Sign Coordinator determines that an Expedited Request is justified by special circumstances, the requested Sign content will be displayed on the Sign as soon as reasonably possible.

C. **Standards for Sign Content.** All content displayed on the Sign must comply with the following standards:

1. The Content Termination Date may not be more than two weeks after the Content Commencement Date.

2. No content may be displayed on the Sign without the consent of any owners of intellectual property incorporated into the Sign content, including, without limitation, the owners of any copyrights or trademarks incorporated into the Sign content.

3. The Sign may not be used to advertise commercial products or services.

4. No content other than emergency communications may be displayed on the Sign with a solid, red-colored background.

5. All content displayed on the Sign must be tasteful and appropriate for public viewing by people of all ages.

The Park District reserves the right to determine whether proposed Sign content complies with the standards set forth in this Section 5.C.

D. Sign Coordinator. The Park District may change the identity, email address, and phone number of the Sign Coordinator described in Section 5.B of this Agreement by providing written notice to Carpentersville in accordance with Section 6.A of this Agreement.

SECTION 6. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be in writing and will be deemed received by the addressee thereof: (i) when delivered by electronic mail and opened by the recipient on a business day at the address set forth below; (ii) when delivered in person on a business day at the address set forth below; or (iii) on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Park District must be addressed to, and delivered at, the following address:

EXECUTIVE DIRECTOR, DTPD
21 N. WASHINGTON ST
CARPENTERSVILLE, IL 60110-2615
847 551 4300

With a copy to:

SCOTT A. PUMA c/o ANCEL GUNK
175 E. HAWTHORN PKWY, SUITE 145
VERNON HILLS, IL 60061
847 247 7400

Notices and communications to Carpentersville must be addressed to, and delivered at, the following address:

Village of Carpentersville
1200 L.W. Besinger Drive
Carpentersville, IL 60110

Attention: J. Mark Rooney, Village Manager
Email: mrooney@vil.carpentersville.il.us

With a copy to:

Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, IL 60604
Attention: Hart M. Passman
Email: hart.passman@hklaw.com

Email notice constitutes notice “in writing.” By notice complying with the requirements of this subsection, each Party may change the address and addressee for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received, and, if by mail, opened by the recipient.

B. Term. The initial term of this Agreement is for a period of one year commencing on the Effective Date of this Agreement. This Agreement will automatically renew for successive one-year renewal terms unless sooner terminated by one of the Parties. Each Party may terminate this Agreement at will and at any time upon 30 days written notice to the other Parties.

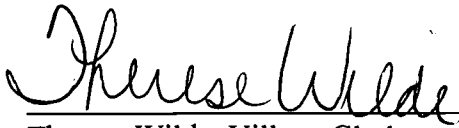
C. Amendments. This Agreement may be amended by mutual written agreement executed by the Parties.

D. Entire Agreement. This Agreement is the entire agreement between the Parties regarding the Sign and the terms and conditions of its use.

[SIGNATURES ON FOLLOWING PAGE]

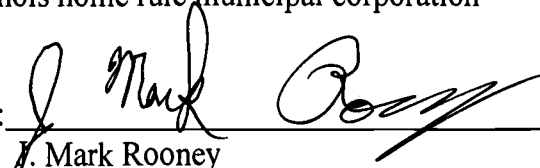
IN WITNESS WHEREOF, each of the Parties has executed or caused this Agreement to be executed by duly authorized officers thereof, as of the date set forth opposite their respective names.

ATTEST:



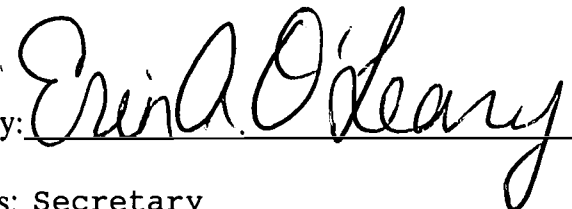
Therese Wilde, Village Clerk

VILLAGE OF CARPENTERSVILLE, an Illinois home rule municipal corporation

By: 

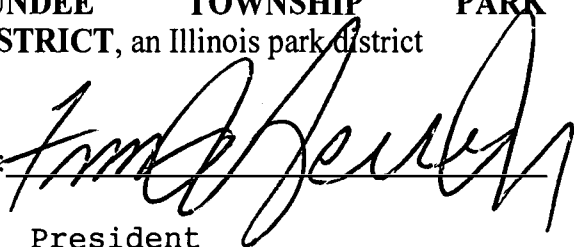
J. Mark Rooney
Its: Village Manager

ATTEST:

By: 

Its: Secretary

DUNDEE TOWNSHIP PARK DISTRICT, an Illinois park district

By: 

Its: President