

RESOLUTION 13-12

A RESOLUTION OF THE VILLAGE OF MANTENO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MANTENO AND MANTENO TOWNSHIP TO AUTHORIZE THE VILLAGE OF MANTENO TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE AN ICE/ROLLERSKATING RINK AT LEGACY PARK

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

Section 1

That an Intergovernmental Agreement between the Village of Manteno and Manteno Township to authorize the Village of Manteno to construct, install, maintain, and operate an ice/roller skating rink at Legacy Park be in the same as hereby approved and which is attached as Exhibit "A" hereto and made a part hereof.

Section 2

This resolution shall be in full force and effect from and after its adoption and approval as provided by law.

This resolution was adopted and filed in the office of the Village Clerk of the Village of Manteno this 16th day of September 2013.

RECORD OF THE VOTE	Yes	No	Abstain	Absent
President Timothy Nugent				
Trustee Timothy Boyce				✓
Trustee Samuel Martin	✓			
Trustee Diane Dole	✓			
Trustee Todd Crockett	✓			
Trustee Joel Gesky	✓			
Trustee Wendell Phillips	✓			
TOTAL VOTES <i>or</i> BY OMNIBUS VOTE	5			



ALISA BLANCHETTE, Village Clerk

APPROVED by me this 16th
day of September, 2013.



TIMOTHY O. NUGENT, Mayor

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MANTENO AND MANTENO TOWNSHIP TO AUTHORIZE THE VILLAGE OF MANTENO TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE AN ICE/ROLLER SKATING RINK AT LEGACY PARK

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of September 16, 2013, but actually executed by each of the undersigned units of local government on the date set forth beneath the respective signatures of their duly authorized officers below, by and between the Village of Manteno, Kankakee County, Illinois ("Manteno"), and Manteno Township, Kankakee County, Illinois ("Township").

WITNESSETH

WHEREAS, Manteno and Township are units of local government duly organized under the laws of the State of Illinois;

WHEREAS, Manteno and Township are each owners of an undivided one-half interest in real estate commonly known as Legacy Park, a 66.75-acre parcel of land located at Lake Manteno Road and Maple Street, and legally described as follows:

LOTS 1, 2, AND 3 IN THE COMMUNITY PARK SUBDIVISION BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANKAKEE COUNTY, ILLINOIS.

WHEREAS, Manteno and Township currently operate Legacy Park under and pursuant to an intergovernmental agreement and master plan;

WHEREAS, Manteno and Township are authorized to enter into agreements with each other concerning the maintenance and operation of public park property under and pursuant to § 1-1-5 of the Illinois Municipal Code (65 ILCS 5/1-1-5) and § 85-13 of the Township Code (60 ILCS 1/85-13);

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) provide further authority for Manteno and Township to obtain or share services and to exercise, combine or transfer any power or function not prohibited by law or ordinance;

WHEREAS, Manteno has requested permission and authority from Township to construct, install, maintain and operate a public ice/roller skating rink at Legacy Park; and,

WHEREAS, Township has agreed to allow Manteno to undertake the Project at Legacy Park pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Manteno and Township hereby agree, covenant, represent and undertake as follows:

ARTICLE I

In General

Section 1.1. General Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the recitals and preambles hereto and elsewhere herein shall have the same meanings for all purposes of this Agreement. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any gender includes both genders and the neuter, as the case may be.

1.1.1 *Legacy Park* means the 66.75 acre parcel of land located at Lake

Manteno Road and Maple Street.

- 1.1.2 *Manteno* means the Village of Manteno.
- 1.1.3 *Master Plan* means the developmental plan proposed by the consultant and approved by the Village and Township that consists of the projects to be completed in each phase of the development of Legacy Park.
- 1.1.4 *Original Intergovernmental Agreement* means the intergovernmental agreement between Manteno and the Township dated October 6, 2008.
- 1.1.5 *Recreational Activities* means roller skating, ice skating, roller hockey, ice hockey, or any other activity or sport.
- 1.1.6 *Skating Rink* means a ice/roller skating rink.
- 1.1.7 *Township* means Manteno Township.

Section 1.2. Certain Phrases. The words “hereof”, “herein”, “hereunder”, “hereto” and other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used.

Section 1.3. Subdivisions. References to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.

Section 1.4. Headings. The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

ARTICLE II

Skating Rink

Section 2.1. General Provisions.

2.1.1 In consideration for the receipt of ten dollars (\$10.00), the receipt of which is hereby acknowledged, Township hereby authorizes and grants to Manteno the authority and right to construct, install, maintain and operate an

approximately 80' x 200' Skating Rink west of the tennis courts in and upon Legacy Park on a year-round basis for Recreational Activities. The parties agree and acknowledge that the authority and rights granted in and through this Agreement are not a part of the Master Plan governing the use or development of Legacy Park. The parties, through the execution of this Agreement, hereby waive and release any and all rights or claims to bar or prohibit the construction, installation, maintenance and operation of the Skating Rink through the Master Plan or Original Intergovernmental Agreement.

2.1.2 Manteno shall be solely responsible for all costs associated with the purchase, construction, installation, maintenance and operation of the Skating Rink. Manteno shall provide all personnel required or necessary to construct, install, maintain and operate the Skating Rink at its sole cost and expense. Manteno shall have sole control and discretion to hire, terminate and discipline any such personnel, and they shall at all times be deemed the employees or agents of Manteno, as the case may be. Township shall have no responsibility for any costs, fees or charges, including labor costs, associated with the construction, installation, maintenance and operation of the Skating Rink.

2.1.3 It is agreed that no portion of the monies set aside for Manteno's part of the annual development or maintenance fees for Legacy Park under the Original Intergovernmental Agreement or Master Plan shall be used or employed for the construction, installation, maintenance, or operation of the Skating Rink, and that no monies expended by Manteno under or pursuant to this Agreement shall be deemed contributory or otherwise reduce the amount(s) owed for such development or maintenance fees under the Original Intergovernmental Agreement or Master Plan.

2.1.4 Manteno shall have the sole authority to dictate when and under what conditions the Skating Rink shall be constructed, installed, maintained, operated, open for Recreational Activities, and which Recreational Activities may be

conducted therein at any given time. Manteno shall have the sole authority to develop rules or regulations governing the use or operation of the Skating Rink, and shall be entitled to any and all revenue from the operation thereof.. Notwithstanding the aforementioned, Manteno shall be required to treat residents of Manteno and the Township, equally, with respect to access or use of the Skating Rink.

2.1.5 Manteno hereby agrees to defend, indemnify and hold harmless the Township, its officers, employees and agents ("Township Parties") against, and to protect, save and keep harmless the Township Parties from, and to pay on behalf of or reimburse the Township Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorney's fees) ("Claim") of whatever kind and nature, which may be imposed on or incurred by any person, including third-parties, related to the construction, installation, maintenance or operation of the Skating Rink at Legacy Park pursuant to this Agreement, which are not the result of any willful and wanton/intentional acts or omissions of Township Parties. Any insurance policy maintained by Township for claims associated with the ownership/operation of Legacy Park shall be non-contributory with respect to such Claim(s).

2.1.6 In the event any Claim with respect of which the Township Parties, or any one of them, seek indemnification from Manteno, the Township Parties, or any one of them, shall give written notice of such Claim to Manteno promptly after first become aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased losses or other actual prejudice is directly caused by such failure. Manteno shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Township Parties, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Township Parties shall have the right to participate in the defense at its sole expense; provided, however, the Township Parties shall have the right to take over the control of

the defense or settlement of such Claim at any time if the Township Parties irrevocably waive all rights to indemnification from and by Manteno. Manteno and Township Parties shall cooperate in the defense or settlement of any Claim, and no party shall have the right enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent will not be unreasonably withheld or delayed.

ARTICLE III

Miscellaneous

Section 3.1. Notices and Communications. All notices, demands, requests for reimbursement or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to Manteno and Township at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (1) If to Manteno, at the Village of Manteno, 98 East Third Street, Manteno, Illinois 60950. Attn: Bernie Thompson, Acting Village Administrator.
- (2) If to Township, Township of Manteno, 1030 Boudreau Road, Manteno Township, Illinois 60950. Attn: Alan Williams, Supervisor.

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 3.2. Illinois Law. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 3.3. Written Modification. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both Manteno and Township.

Section 3.4. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 3.5. Effective Date and Term. This Agreement shall become effective upon its execution and delivery by Manteno and Township (“effective date”) and shall be and remain in full force and effect until Manteno expressly terminates the Agreement in writing to Township.

Section 3.6. Entire Agreement. This Agreement constitutes the entire agreement of Manteno and Township on the subject matter hereof. Manteno and Township represent, warrant, covenant and agree that no representation, warranty, covenant or agreement shall be binding on the other party unless expressed in writing herein or by written modification pursuant to Section 3.3 hereof.

Section 3.7. Termination for Cause. This Agreement may be terminated upon a material default of any of the provisions contained herein by the non-defaulting party, provided said default is not cured within fifteen (15) days following receipt of written notice of said default by the defaulting party from the non-defaulting party.

IN WITNESS WHEREOF, Manteno and Township have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

VILLAGE OF MANTENO,
KANKAKEE COUNTY, ILLINOIS

ATTEST:

By: *Timothy O. Angel*
Village President

By: *Alisa Blanchette*
Village Clerk

Dated: September 16, 2013

(SEAL)

TOWNSHIP OF MANTENO,
KANKAKEE COUNTY, ILLINOIS

ATTEST:

By: _____
Supervisor

By: _____
Township Clerk

(SEAL)

Dated: September 16, 2013

Section 3.6. Entire Agreement. This Agreement constitutes the entire agreement of Manteno and Township on the subject matter hereof. Manteno and Township represent, warrant, covenant and agree that no representation, warranty, covenant or agreement shall be binding on the other party unless expressed in writing herein or by written modification pursuant to Section 3.3 hereof.

Section 3.7. Termination for Cause. This Agreement may be terminated upon a material default of any of the provisions contained herein by the non-defaulting party, provided said default is not cured within fifteen (15) days following receipt of written notice of said default by the defaulting party from the non-defaulting party.

IN WITNESS WHEREOF, Manteno and Township have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

VILLAGE OF MANTENO,
KANKAKEE COUNTY, ILLINOIS

ATTEST:

By: _____
Village President

By: _____
Village Clerk

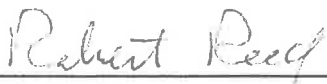
Dated: September 16, 2013

(SEAL)

TOWNSHIP OF MANTENO,
KANKAKEE COUNTY, ILLINOIS

ATTEST:

By: 
Supervisor

By: 
Township Clerk

Dated: September 11, 2013