

**NORTH PARK PUBLIC WATER DISTRICT
APPROVING AN AGREEMENT BETWEEN NORTH PARK PUBLIC WATER
DISTRICT AND THE VILLAGE OF ROSCOE
RESOLUTION NO. [2024-04]**

WHEREAS, the Village of Roscoe (the "Village") and the North Park Public Water District (the "District") desire to enter into an agreement to allow the Village's logo to be displayed on the District's Tower 3, located at 6008 Broad Street, for the purpose of promoting community identity and visibility; and

WHEREAS, the District is responsible for the repainting and maintenance of Water Tower 3 as part of its scheduled maintenance program; and

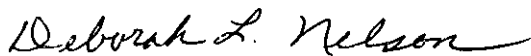
WHEREAS, the Village has requested that its official logo be included in the design of Water Tower 3 as part of the District's repainting project, with the logo to be displayed on the tower as part of this effort; and

WHEREAS, the District has agreed to proceed with the repainting project and the addition of the Village's logo to the tower as part of its scheduled maintenance, but the Village will bear the full cost of incorporating the logo into the repainting project, including all expenses for design, materials, labor, installation, and any necessary permits or approvals; and

WHEREAS, the Village will be responsible for coordinating the addition of the logo with the District's painting contractor to ensure that the logo is properly installed in accordance with the repainting project's timeline and quality standards; and

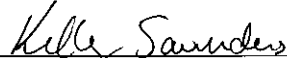
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree to the Inter-Governmental Agreement as executed by the parties hereto.

NOW, THEREFORE BE IT RESOLVED, the North Park Public Water District Board of Trustees hereby authorizes the approval of the agreement between the Village of Roscoe and the North Park Public Water District to add the Village's logo to the repainting of Water Tower 3, as set forth in the Intergovernmental Cooperation Agreement, on the 20th day of November, 2024.



Deborah Nelson, Vice-Chairman

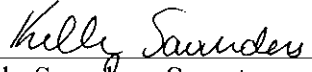
ATTEST:



Kelly Saunders, Secretary

CERTIFICATION

I, Kelly Saunders, the CEO of the North Park Public Water District of the County of Winnebago, State of Illinois, do hereby certify that I am the keeper of the books and records of the North Park Public Water District and that the foregoing is a true and correct copy of a resolution duly adopted by the North Park Public Water District, Board of Trustees at a meeting duly convened and held on the 20th day of November, 2024.


Kelly Saunders, Secretary

INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Cooperation Agreement ("Agreement") is entered into this ____ day of _____, 2024 (the "Effective Date") by and between the VILLAGE OF ROSCOE, an Illinois Municipal Corporation, 10631 Main Street, Roscoe, Illinois 61073 (hereinafter referred to as the "Village"), and the NORTH PARK PUBLIC WATER DISTRICT, an Illinois Public Water District, 1350 Turret Drive, Machesney Park, Illinois 61115 (hereinafter referred to as the "District").

RECITALS:

WHEREAS, the Village and the District are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS § 220/1, *et seq.*, and are authorized to cooperate for public purposes; and

WHEREAS, the Village and the District desire to enter into an Intergovernmental Cooperation Agreement ("Agreement") for the purpose of facilitating the repainting of Water Tower 3 located in the Village of Roscoe, including the addition of the Village's official logo to the tower; and

WHEREAS, the District is responsible for the repainting and maintenance of Water Tower 3, located at 6008 Broad Street in the Village of Roscoe; and

WHEREAS, the Village desires to have its logo incorporated into the repainting design of Water Tower 3 in order to promote the Village and enhance its visual presence within the community; and

WHEREAS, the Village agrees to pay the District the additional costs necessary to add the Village's logo to the repainting project, including, but not limited to, design, materials, labor, and equipment; and

WHEREAS, the District agrees to proceed with the repainting and the incorporation of the Village's logo as part of the scheduled maintenance and upgrade project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals

The above recitals are incorporated herein and made a part hereof.

2. Repainting of Water Tower 3

The District agrees to repaint Water Tower 3, located at 6008 Broad Street, Roscoe, Illinois, as part of its scheduled maintenance program. The District shall include the Village's official logo in the design of the tower as agreed by both parties.

3. Payment for Logo Addition

The Village agrees to pay the District \$12,000 for the additional costs incurred for the inclusion of the Village's logo on Water Tower 3. The Village will remit payment to the District for these additional costs, which will be determined by the District and communicated to the Village prior to the commencement of the repainting work.

4. Design Approval

The Village shall provide the District with the final design for the logo placement on the water tower, and the District shall incorporate the Village's logo according to this design. Any modifications to the design must be approved by both parties in writing before the work begins.

5. Timeline

The District agrees to proceed with the repainting project and the addition of the Village's logo in accordance with its established timeline, subject to weather conditions and any unforeseen delays. The District will provide the Village with an updated timeline for the completion of the project.

6. Indemnification

Permitted by law, the District and Village agrees to defend, indemnify, and hold harmless each other, its officials, agents, employees, and volunteers from any and all claims, damages, losses, and expenses arising from the District or Village performance, as applicable. Under this Agreement, except those resulting from the sole negligence or willful misconduct of the District or Village or its representatives, as applicable.

7. Insurance

Any liabilities arising from the indemnification clause as described in paragraph 6 above. The District and Village shall be named as additional insured parties on the applicable District/Village policies.

8. Amendment and Termination

This Agreement may be amended or terminated only by a written instrument executed by both parties. No waiver, modification, or amendment of any provision of this Agreement shall be valid unless in writing and signed by the authorized representatives of both parties.

9. Ownership of Logo

The Village retains full ownership of its logo and any associated intellectual property. The District agrees not to use the logo for any purposes other than those specifically described in this Agreement.

10. Counterparts

This Agreement may be signed in a number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

11. Complete Agreement

This Agreement contains the entire understanding between the Village and the District with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether written or oral, between the parties.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed as of the date first referenced above.

VILLAGE OF ROSCOE

By: _____
Carol Gustafson, Village President

ATTEST:

By: _____
_____, _____

Date Approved: _____

NORTH PARK PUBLIC WATER DISTRICT

By: Deborah L Nelson
Deborah Nelson, Vice-Chairman of the Board

ATTEST:

By: Kelly Saunders
Kelly Saunders, Secretary

Date Approved: 11/20/2024