

CITY OF VILLA GROVE  
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2019-MC04

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF VILLA GROVE AND VILLA GROVE COMMUNITY UNIT  
SCHOOL DISTRICT NO. 302 REGARDING USE OF RECREATIONAL FACILITIES**

PASSED BY THE CITY COUNCIL AND  
APPROVED BY THE MAYOR OF THE  
CITY OF VILLA GROVE, ILLINOIS  
THIS EIGHTH DAY OF APRIL 2019

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PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY  
OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS NINTH DAY OF APRIL 2019.

CITY OF VILLA GROVE  
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ORDINANCE NO. 2019-MC04

April 8, 2019

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SCHOOL DISTRICT NO. 302 REGARDING USE OF RECREATIONAL FACILITIES**

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**WHEREAS**, the City of Villa Grove, Douglas County, Illinois, is a municipality as contemplated under Article VII, Section 7 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of City's powers and functions as granted in the same; and

**WHEREAS**, the Villa Grove City Council and Villa Grove CUSD #302 School Board have engaged in discussions and negotiations regarding an Agreement for the reciprocal sharing of recreational facilities between the Villa Grove School District and the City for a period of three years; and

**WHEREAS**, the laws of the State of Illinois authorize the City of Villa Grove to enter into Intergovernmental Agreements of these types if it determines it is in the best interest of the municipality to do so and if the other governmental entity is similarly agreeable; and

**WHEREAS**, the Mayor and City Council of Villa Grove believe that said Intergovernmental Agreement is now in the best interests of the City of Villa Grove.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL, CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, as follows:**

SECTION 1: The City of Villa Grove hereby approves and agrees to the terms of an Intergovernmental Agreement between the City of Villa Grove and the Villa Grove Community Unit School District No. 302 regarding the use of recreational facilities as provided in attached Exhibit A.

SECTION 2: The Mayor and Clerk of the City of Villa Grove are authorized to execute said Intergovernmental Agreement in substantially the form attached as Exhibit A. The Mayor is hereby authorized to make such changes and adjustments as he/she deems appropriate and in the interest of the City after consultation with the City Attorney and Administrator.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: That all ordinances, resolutions and order, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict repealed.

SECTION 5: That this Ordinance shall be published in pamphlet form as provided by law, although said publication is not necessary for the effectiveness of said ordinance as said ordinance is by the terms hereof effective upon its passage and approval.

**PRESENTED, PASSED, APPROVED AND ADOPTED** BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, ILLINOIS, at its regular meeting on this eighth day of April, A.D., 2019, by a roll call vote as follows:

Allen, Bruce D. ya

Johnson, Derek S. ya

Blaney, Thelma I. ya

Leon, Michael S. ya

Eversole-Gunter, Cassandra A. \_\_\_\_\_

Stipp, Robert L. absent

Griffith, Darrel M. ya



APPROVED:

A handwritten signature in blue ink, appearing to read 'Cassandra A. Eversole-Gunter', written over a horizontal line.

CASSANDRA A. EVERSOLE-GUNTER  
Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read 'Michelle L. Osborne', written over a horizontal line.

MICHELLE L. OSBORNE  
City Clerk

**INTERGOVERNMENTAL AGREEMENT**

**This Intergovernmental Agreement**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of Education of Villa Grove Community Unit School District No. 302 (hereinafter "Board of Education" or "School District") and the City of Villa Grove, Douglas County, Illinois (hereinafter the "City Council" or "City");

**WITNESSETH :**

**WHEREAS**, the School District has certain athletic, recreation and physical education facilities; and

**WHEREAS**, the City is desirous of using said athletic, recreation and physical education facilities to offer certain recreational programs to the citizens of the City; and

**WHEREAS**, the City has certain parks, athletic, recreation and physical education facilities; and

**WHEREAS**, the School District is desirous of using said athletic, recreation and physical education facilities to offer certain programs to the students of the School District; and

**WHEREAS**, the School District desires to permit the City, and its citizens to use the School District's athletic, recreational and physical education facilities as part of their recreation programs when such use does not interfere with or infringe upon the conduct and the best interests of the School District; and

**WHEREAS**, the City desires to permit the School District, and its students to use the City's parks, athletic, recreational and physical education facilities when such use does not interfere with or infringe upon the conduct and the best interests of the City; and

**WHEREAS**, the parties have reached agreement concerning the use of the facilities in

certain situations and wish to memorialize the terms of the same herein; and

**WHEREAS**, both the School District and the City are units of local government or school districts within the meaning of Article VII of the Constitution of the State of Illinois and are authorized to enter into intergovernmental agreements pursuant to Article VII, §10 of said Constitution and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.;

**NOW, THEREFORE**, in consideration of the foregoing, and the promises and covenants set forth hereinafter, all of which constitutes good and valuable consideration, it is agreed by and between the parties as follows:

1. **Recitals.** The recitals set forth hereinabove are incorporated in this Section as if set forth in haec verba.

2. **Use of City Facilities by the School District.** The School District shall be permitted to use such athletic, recreational, and physical education facilities for its recreational programs as approved by the City Council or City Administrator, whose approval will not be unreasonably denied. Such use shall not interfere with or infringe upon the conduct and best interests of the City. In all cases, activities and programs involved with or sponsored or sanctioned by the City shall have first priority.

3. **Use of School District Facilities by the City.** The City shall be permitted to use such athletic, recreational, and physical education facilities for its recreational programs as approved by the Board of Education or School District's Superintendent, whose approval will not be unreasonably denied. Such use shall not interfere with or infringe upon the conduct and best interests of the School District. In all cases, activities and programs involved with or sponsored or sanctioned by the School District shall have first priority.

4. **Conditions of Use.** Each party shall keep the other's facilities clean and free of

debris during and after use of said facilities and shall be responsible for any damage to the other's facilities or equipment used by each party or its participants.

5. **Insurance.** Each party covenants and agrees to obtain and maintain for the term of this Agreement, at its own expense, public liability insurance to protect against liability incident to its use of or resulting from personal injury or property damage occurring on the other's premises, naming the other as an additional insured, except that each party shall maintain public liability insurance to protect against liability resulting from each party's use of its own premises. Each party's public liability insurance shall be maintained at least in the amount of \$1,000,000 per individual and \$3,000,000 per occurrence.

6. **Indemnification.** To the extent permitted by law, and subject to the terms of this Agreement, each Party shall indemnify and hold harmless the other of and from any and all losses, claims, damages, liabilities and obligations of any kind and description, including reasonable attorney fees incurred by such Party in defending or settling such losses, arising out of or in connection with being party to this Agreement or the use of the other Party's facility, provided the liability for which indemnification is sought is caused in whole or in part by the indemnifying Party. Notwithstanding anything to the contrary contained herein, the obligation created hereunder shall not apply to any loss, claim, damage, liability, or obligation where the conduct of the Party seeking indemnification, whether negligent or otherwise, caused, in whole or in part, such loss, claim, damage, liability, or obligation.

7. **Term of Agreement.** The parties agree that this Agreement shall be in full force and effect for a period of three (3) years. At the conclusion of a period of three (3) years from the date indicated at the signing of this agreement, both parties will evaluate this agreement in its entirety for philosophical, and overall benefits for both parties. If the agreement is not renewed at the

conclusion of the three-year period, the use period will expire at the end of the active program season.

8. **Binding Effect.** This Agreement shall inure to the benefit of and shall bind the City, and its agents, representatives, officers, assigns and successors, and shall also bind the School District and its agents, representatives, successors or assigns.

9. **Execution.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. The Agreement shall be effective when each party hereto shall have signed a counterpart and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties have signed a single document.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed on the date first written above.

**CITY OF VILLA GROVE,  
DOUGLAS, ILLINOIS**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**SEAL**

**BOARD OF EDUCATION OF  
VILLA GROVE COMMUNITY UNIT SCHOOL  
DISTRICT NO. 302**

By: \_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Secretary