

DISTRICT 6

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

 X Resolution or Ordinance (Blue) _____ Waiver of First Requested

Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David Hulseberg, Village Manager

DATE: July 29, 2011 (COW) (B of T) **Date:** August 18, 2011

TITLE: Permanent Storm Water Catch Basin & Storm Sewer Easement
1024 S. Ahrens Avenue

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *Dratnol*

BACKGROUND/POLICY IMPLICATIONS:

This item is in response to storm water runoff on South Ahrens Avenue between Wilson Avenue and Norton Street. The securing of a permanent easement is the first step in solving a runoff issue related to storm water flowing over private property and into the public right-of-way.

FISCAL IMPACT/FUNDING SOURCE:

None for easement.

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ 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.

InterOffice Memo



To: David Hulseberg, Village Manager
From: David A. Dratnol, P.E., Village Engineer *Dratnol*
Through: Carl Goldsmith, Director of Public Works *CG*
Date: July 29, 2011
Subject: Permanent Easement
1024 S. Ahrens Avenue

Attached, please find a grant of easement for the installation of a storm sewer catch basin on private property. The permanent easement agreement allows the construction and maintenance of a storm sewer catch basin and pipe on private property. The new structure would connect directly into the existing main line storm sewer that runs along the centerline of Ahrens Avenue.

The homeowners of 1024 S. Ahrens approached Private Development Services after the July 2010 and April 2011 storms. They were concerned about the amount of storm water runoff that runs over and through their property during major storm events.

Private Engineering Services and the Public Works-Engineering Division investigated the claim. The finding was that the runoff from 1024 S Ahrens along with the adjacent homes flows into the parkway near the north property line of 1024 S. Ahrens. The water then flows over the curb, continues to flow along the west curblin approximately 300 feet towards the storm sewer structures located approximately 60 feet north of the Ahrens and Norton intersection. The runoff continues for quite a time after each storm event and is a function of the intensity and duration of the associated storm. The runoff particularly poses a problem during periods of weather when freezing temperature come into play. Under certain conditions freezing of the water as it flows across Ahrens (west to east) to where the storm structures are located, the frozen water creates a "black ice" situation. The Public Works Department has responded to numerous calls from neighborhood residents and has salted the intersection in response to those calls. Installation of catch basin will eliminate the severe runoff situation and minimize, if not completely eliminate, the "black ice" condition north of the Norton and S. Ahrens intersection.

Please present this agreement to the President and Board of Trustees for their acceptance at their regular meeting on August 18, 2011.

RESOLUTION

R _____ 12

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN PERMENTANT EASEMENT AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Grant of Easement between the Village of Lombard, and Scott A. Robertson and Kristen A. Robertson of 1024 S. Ahrens, Lombard, Illinois (P.I.N. 06 16 302 019) as attached hereto and marked Exhibit "A"; and

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 18th day of August, 2011.

Ayes; _____

Nays: _____

Absent: _____

Approved this 18th day of August, 2011.

William J. Mueller
Village President

ATTEST:

Brigette O'Brien
Village Clerk

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this 21ST day of July, 2011, by, SCOTT A. ROBERTSON and KRISTEN A. ROBERTSON (hereinafter "Grantors") to the VILLAGE OF LOMBARD, Du Page County, Illinois, a municipal corporation (hereinafter sometimes referred to as "Village").

WITNESSETH:

For and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the conditions herein contained in paragraphs 3 and 4 hereof and the benefits to be derived from this Grant of Easement:

1. Grantors hereby grant, release, convey, assign and quit claim to the Village of Lombard, Du Page County, Illinois, a municipal corporation, a perpetual easement and right-of-way for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a storm water catch basin, storm sewer and all facilities incidental thereto, in, on, upon, over, through, across and under a strip of land:

Legal Description:

The North ten (10) feet of the East ten (10) feet of Lot 6 in Block 3 in Arthur T. McIntosh and Company's Westown Lands Subdivision, a subdivision of part of the West Half of the Southwest Quarter of Section 16, Township 39 North, Range 11, East of the third Principal Meridian according to the plat thereof recorded June 12, 1951 as document 625824 in DuPage County, Illinois.

P.I.N. 06 16 302 019

Common address: 1024 South Ahrens Avenue
Lombard, Illinois 60148

2. Grantors hereby agree to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over, across the above-described premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant and the easements created hereby are made, and that the Grantors shall not disturb, molest, injure or in any manner interfere with the aforesaid type of easement and all facilities and activities incidental thereto.

The Grantors reserve the right to make any use of the land, whether on, above or below its surface for any lawful purpose except that any structure or use shall not interfere in any manner with the easements and uses by the Village hereby granted and authorized.

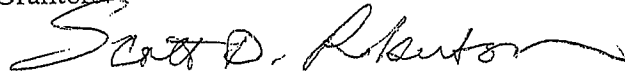
3. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction or removal of said storm water catch basin, storm sewer and all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Grantors' property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.

4. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, construction, installing, reconstructing, replacing, removing, maintaining, altering, inspection, repairing, and operating said storm water catch basin, storm sewer and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this agreement are to be at the sole expense of the Village.

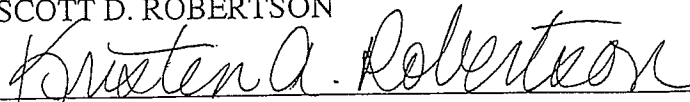
5. Such perpetual easement as is herein granted shall run with the land and that the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns.

IN WITNESS WHEREOF, the Grantors, have caused their names to be signed to these presents the day and year first above written.

Grantors:



SCOTT D. ROBERTSON



KRISTEN A. ROBERTSON

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named and SCOTT D. ROBERTSON and KRISTEN A. ROBERTSON, Grantors, personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal July 26, 2011
Date

Kathleen A. Koubek
Notary Public

