

RESOLUTION
R 93 98

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

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Lombard Park District, regarding the Westmore Woods Park Stormwater Mangement Project Agreement 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 16th day of April, 1998.

Ayes: Trustees Borgatell, Tross, Schaffer, Jaugilas, Gatz & Kufrin

Nays: None

Absent: None

Approved this 16th day of April, 1998.



William J. Mueller
Village President

ATTEST:


Lorraine G. Gerhardt
Village Clerk
*Deborah Johnson
Deputy Clerk*

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND
THE LOMBARD PARK DISTRICT IN REGARD TO THE
WESTMORE WOODS PARK STORMWATER
MANAGEMENT PROJECT**

THIS AGREEMENT, entered into this 16th day of April, 1998, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and the LOMBARD PARK DISTRICT (hereinafter referred to as the "PARK DISTRICT").

WITNESSETH

WHEREAS, the PARK DISTRICT is the record owner of certain property, commonly known as Westmore Woods Park (hereinafter the "Park"); said Park being generally located South of the Prairie Path, West of Westmore Avenue, East of Highland Avenue and North of Maple Street; and

WHEREAS, the VILLAGE desires to use said Park for the construction of a stormwater management project to serve the Park and the surrounding residential properties (hereinafter the "Stormwater Management Work"), said Park being legally described as follows:

Lot 1 (except the East 300 feet of the North 122.55 feet, as measured along the East line of Lot 1), Lot 2 (except the East 312.95 feet of the North 65 feet and the South 60 feet of the North 125 feet of the East 228 feet), Lot 3 (except the East 346.72 feet, as measured along the North line of Lot 3), Lot 4 (except the East 200 feet), Lot 5 (except the East 200 feet), Lot 6 (except the East 200 feet), Lot 7 (except the East 200 feet), Lot 8 (except the East 200 feet or the North 75 feet), Lot 9 (except the East 200 feet of the North 75 feet and the East 150 feet of the South 75 feet), Lot 10 (except the East 150 feet of the North 75 feet and the East 200 feet of the South 75 feet) and the North 25 feet of the West 456 feet of Lot 11, in E. W. Zander's Home Acres Subdivision of part of the Northwest 1/4; and Lot 3 in Monsen's Maple Avenue Resubdivision of part of Lot 11 in E. W. Zander's Home Acres Subdivision of part of the Northwest 1/4; all in Section 9, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

P.I.N.'s 06-09-104-028, -030, -031, -034, -035, -065, -106,
and -107

(hereinafter the "Stormwater Management Area"); and

WHEREAS, the VILLAGE has agreed to finance the costs involved relative to the Stormwater Management Work; and

WHEREAS, the Stormwater Management Area is currently an area that is frequently so wet that the area cannot be used for recreational activities; and

WHEREAS, the PARK DISTRICT desires to have the Stormwater Management Work performed by the VILLAGE, provided certain appurtenant work is also performed by the VILLAGE; and

WHEREAS, the Stormwater Management Work will allow the VILLAGE's storm sewers to operate in a more efficient and effective manner; and

WHEREAS, said Stormwater Management Work will allow the PARK DISTRICT to maintain the Park's passive recreation uses while increasing the Park's active recreation uses; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, it is in the best interests of the VILLAGE and the PARK DISTRICT to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained therein, the parties hereto agree as follows:

1. The parties hereto agree and acknowledge that this Agreement is applicable only to construction work performed in the Park in relation to the Stormwater Management Work, is

not applicable to other PARK DISTRICT property and is expressly contingent on obtaining all approvals and legislative acts required by DuPage County, the VILLAGE and the PARK DISTRICT.

2. The parties agree that the Stormwater Management Work shall generally consist of:
 - A. The expansion of the existing pond located in Park so as to allow it to be better used for stormwater retention purposes;
 - B. The construction of a detention pond area to supplement the retention pond;
 - C. The construction of outfalls from the detention and retention ponds, as well as the necessary underground storm sewers to transport the stormwater from said ponds to the VILLAGE's existing stormwater management system;
 - D. The construction of a new soccer field in the detention pond area at a location just South of the center of the Park; and
 - E. The construction of both hard (asphalt paved) and soft (non-asphalt paved) pathways within the Park;

all in accordance with the plans and specifications to be prepared by Consoer Townsend Envirodyne Engineers, Inc. on behalf of the VILLAGE.

3. The VILLAGE shall be responsible for the design and construction of the Stormwater Management Work, as well as the costs associated with same. In conjunction with said construction, the VILLAGE shall:

- A. Construct all pathways to a width of nine (9) feet;
- B. Construct the asphalt pathways using a six (6) inch crushed stone base covered by four (4) inches of bituminous concrete;
- C. Construct the non-asphalt pathways of a type of woodchips to be agreed upon by the PARK DISTRICT;
- D. Replace, on a one (1) for one (1) basis, any trees cut down for construction of the stormwater retention or detention pond areas, provided the trees cut are of a type listed in the VILLAGE's landscaping ordinance, as opposed to scrub or nuisance trees;

- E. Provide for all required wetlands delineation; and
- F. Take all required actions relative to the requirements of DuPage County or the Illinois Environmental Protection Agency, as same may apply to the Stormwater Management Work.

4. Prior to commencing the Stormwater Management Work, the VILLAGE shall provide a copy of the aforementioned engineering plans to the PARK DISTRICT, with the Stormwater Management Work thereafter being competitively bid and the contract therefore being awarded to the lowest responsible bidder by the VILLAGE. The PARK DISTRICT shall be named as an additional insured on all insurance policies required of the contractor.

5. The PARK DISTRICT shall grant all easements necessary to perform, complete and thereafter provide for the maintenance the Stormwater Management Work. The VILLAGE shall grant all necessary temporary easements for work performed in its right of ways relative to the Stormwater Management Work.

6. The PARK DISTRICT agrees to take all actions necessary to authorize all variation from its Stormwater Management Policy that may be required relative to the Stormwater Management Work, including, but not limited to, variations from said Policy's:

- A. 6 to 1 slope requirement;
- B. 100 year storm storage requirement; and
- C. Requirement relative to the time within which detention area storage must dissipate.

7. Upon final completion of the Stormwater Management Work, and acceptance of same pursuant to a written recommendation from the resident engineer that said Stormwater Management Work has been constructed in accordance with the plans and specifications, the parties agree that, except for underground storm sewer pipe and the outfall/infall structures at the retention and detention ponds which shall be maintained by the VILLAGE, the maintenance of the

Stormwater Management Work and the Stormwater Management Area shall be the sole obligation of the PARK DISTRICT. The VILLAGE, however, shall retain the right to enter upon the Park and Stormwater Management Area for purposes of inspecting the Stormwater Management Work to make sure that it is functioning properly, and to maintain those items for which the maintenance obligation falls on the VILLAGE, as set forth above.

8. The VILLAGE shall, upon completion of the Stormwater Management Work, provide the PARK DISTRICT with "as built" drawings.

9. As further consideration for the PARK DISTRICT allowing the VILLAGE to use the Park for stormwater management purposes, the VILLAGE agrees to make a lump sum payment to the PARK DISTRICT of Four Hundred Seventy-Five Thousand No/100 Dollars (\$475,000.00) towards the costs of installing baseball fields and a new parking lot in Madison Meadows Park. In addition, contingent upon a positive recommendation from the Zoning Board of Appeals, the VILLAGE agrees to grant the PARK DISTRICT a variation from the height limitations of the Village Code so as to allow for the installation of lighting poles, in relation to the new baseball fields, up to sixty-three (63) feet in height. Finally, the VILLAGE agrees to grant the PARK DISTRICT a stormwater management variation so as to allow for the overland flow of storm water from the new parking lot, as opposed to requiring storm drains for said new parking lot.

10. The VILLAGE shall indemnify and hold harmless the PARK DISTRICT with respect to any claim or loss, including but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the VILLAGE, or its officers, agents or employees, in the performance of this Agreement. The VILLAGE agrees to require any contractor to include the PARK DISTRICT, and its officers, agents and employees as additional insured on the insurance policies required of the contractor relative to the Stormwater

Management Work.

11. The PARK DISTRICT shall indemnify and hold harmless the VILLAGE with respect to any claim or loss, including but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the PARK DISTRICT, or its officers, agents or employees, in the performance of this Agreement.

12. Notice or other writings which either party is required to, or may wish to, serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the VILLAGE:

VILLAGE Manager
VILLAGE of Lombard
255 East Wilson Avenue
Lombard, IL 60148

B. If to the PARK DISTRICT:

Executive Director
Lombard Park District
150 South Park
Lombard, IL 60148

or to such other address, or additional parties, as either party may from time to time designate in a written notice to the other party.

13. This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same Agreement.

14. This Agreement contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them respecting the within subject

matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.


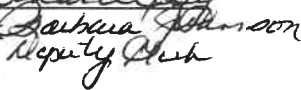
15. This Agreement shall be deemed dated and become effective on the date the last of the parties execute this Agreement as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk, and the PARK DISTRICT, pursuant to the authority duly granted by the adoption of a [Motion/ Resolution] by its Board of Commissioners, has caused this instrument to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD,


Village President

ATTEST:


Village Clerk 
Deputy Clerk

DATED: April 16, 1998

LOMBARD PARK DISTRICT

BY: 
President

ATTEST:

Michelle A. Le
Secretary

DATED: 04/15/98

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