

LOMBARD PARK DISTRICT

RESOLUTION NO. 2024-2

A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT REGARDING THE DEVELOPMENT, OPERATION, AND MAINTENANCE OF RECREATIONAL FACILITIES AT 641 N. MAIN STREET

WHEREAS, the Village of Lombard (“Village”) owns certain real property located at 641 N. Main Street, Lombard, Illinois (“Subject Property”), and has determined that said property is best used to provide stormwater detention to address flooding conditions in and around the area; and

WHEREAS, the Village has developed plans and specifications to improve the Subject Property (“Village Plans”), and said plans include certain recreational features (“Recreational Improvements”) that were added at the request of the Lombard Park District (“Park District”); and

WHEREAS, the Park District and the Village have determined that it is in their respective best interests and in best interests of the public to operate and maintain said Recreational Improvements to ensure their continued availability for their respective residents and the general public; and

WHEREAS, the Park District and the Village have negotiated an intergovernmental agreement that outlines the parties’ respective rights and obligations with respect to the Subject Property, the Village Plans, and the Recreational Improvements, a copy of which is attached hereto as Exhibit A (“Agreement”); and

WHEREAS, the Park District’s Board of Park Commissioners (“Park Board”) has determined that it is in the best interests of the Park District and its residents to enter into the Agreement, subject to the terms and conditions set forth therein.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Lombard Park District (the “Park Board”), as follows:

Section 1. The recitals set forth above are hereby determined to be true and correct and are incorporated herein and made a part hereof.

Section 2. The form, terms and provisions of the proposed Agreement attached hereto between the Village of Lombard and the Lombard Park District are hereby approved, and the President and Secretary of the Park Board are hereby authorized and directed to execute said agreement in the name of and on behalf of the Park District, substantially in the form presented at this meeting, with such modifications thereto as the President in

consultation with the Park District's attorney shall approve, which approval shall be conclusively evidenced by the President's execution thereof.

Section 3. The President and Secretary of the Park Board, the Park District's Executive Director and the Park District's attorneys are hereby authorized, empowered and directed to take all action and execute any and all documents necessary or appropriate in order to carry out the intent and effect the provisions and purposes of this Resolution and the Agreement.

Section 4. This Resolution shall be in full force and effect immediately upon its passage as provided by law.

Adopted this 26 day of March, 2024, by the affirmative vote of the Board of Park Commissioners of the Lombard Park District, as follows:

Roll call:

Ayes: Fugiel, Ludwig, Kuderna, Wolsztyniak, Nolan, Zook

Nays: _____

Abstention: _____

Absent: Scalzo



President, Board of Park Commissioners
Lombard Park District

Attest:



Secretary, Board of Park Commissioners
Lombard Park District

STATE OF ILLINOIS)
) ss
COUNTY OF DU PAGE)

SECRETARY’S CERTIFICATE

I, the undersigned, do hereby certify that I am Secretary of the Board of Park Commissioners of the Lombard Park District, and as such official, I am keeper of the records, ordinances, files and seal of said Park District, and

I hereby certify that the foregoing instrument is a true and correct copy of:

A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT REGARDING THE DEVELOPMENT, OPERATION, AND MAINTENANCE OF RECREATIONAL FACILITIES AT 641 N. MAIN STREET

adopted by a two-thirds vote of the Park Commissioners at a duly called Regular Meeting of the Board of Park Commissioners of the Lombard Park District, held at Lombard, Illinois, in said District at 7:00 p.m. on the 26 day of March, 2024.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location at which said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District at Lombard, Illinois this 26 day of March, 2024.



Secretary, Board of Park Commissioners
Lombard Park District

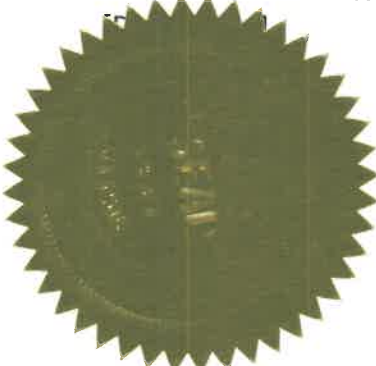


EXHIBIT A

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT IN REGARD TO THE
DEVELOPMENT, OPERATION AND MAINTENANCE OF RECREATIONAL FACILITIES AT 641 N.
MAIN STREET**

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK
DISTRICT IN REGARD TO THE DEVELOPMENT, OPERATION AND
MAINTENANCE OF RECREATIONAL FACILITIES AT 641 N. MAIN STREET**

This AGREEMENT is entered into this 26 day of March, 2024, by and between the VILLAGE OF LOMBARD (the "VILLAGE") and the LOMBARD PARK DISTRICT (the "DISTRICT"). The VILLAGE and the DISTRICT are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Illinois Constitution in Article VII, Section 10, authorizes units of local government to enter into agreements to share services; and

WHEREAS, the Illinois General Assembly has granted public agencies of this State the right to exercise their authority jointly with other public agencies of the State pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the VILLAGE and the DISTRICT are units of local government and/or public agencies; and

WHEREAS, the VILLAGE, as the fee owner of the PARCEL (as defined below), has determined it to be in the best interest of the public that the parcel commonly known as 641 N. Main Street (hereinafter the "PARCEL") be used to provide stormwater detention to address flooding conditions in and around the PARCEL; and

WHEREAS, the VILLAGE has developed plans and specifications (hereinafter the "PLANS"), as depicted in "Exhibit A", for the development of the PARCEL with said

PLANS including recreational features (hereinafter the “RECREATIONAL FACILITY”) at the request of the DISTRICT; and

WHEREAS, the VILLAGE and DISTRICT have determined that it is in the best interest of the public to operate and maintain said RECREATIONAL FACILITY to ensure the continued availability of the park and its facilities for its residents’ and DISTRICT uses; and

WHEREAS, the Parties are desirous to construct the improvements set forth in the PLANS (hereinafter the “PROJECT”) in a manner that provides mutual benefits to the Parties, as set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the VILLAGE and the DISTRICT agree as follows:

- A. The VILLAGE shall construct the PROJECT at its sole cost and expense per the PLANS.
- B. The VILLAGE shall allow the DISTRICT use of the PARCEL and the RECREATIONAL FACILITY it has created on said land and the equipment thereon for a period of fifty (50) years.
- C. The PROJECT shall include three (3) pickleball courts as depicted in the PLANS.
- D. The DISTRICT shall operate and maintain the RECREATIONAL FACILITY in a clean and appropriate condition for residents’ uses and shall maintain the equipment thereon intact and in usable condition at no cost or expense to the VILLAGE for a period of fifty (50) years.
- E. The DISTRICT shall be responsible for the maintenance of all improvements on the PARCEL, which shall include the maintenance and mowing of the turf grass,

maintenance of the detention pond, maintenance of the parking lot and maintenance of the RECREATIONAL FACILITY.

- F. The VILLAGE shall be responsible for the maintenance of all drainage infrastructure constructed as part of the PROJECT.
- G. Use of the RECREATIONAL FACILITY developed by the VILLAGE shall be open and available for use by the DISTRICT residents without charge or fee except wherein charges or fees are required for special events held at the RECREATIONAL FACILITY.
- H. The DISTRICT shall indemnify and hold harmless the VILLAGE, and its elected and appointed officials, officers, agents and employees, 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 to the extent they arise, either directly or indirectly, out of the negligent, reckless or intentional acts or omissions of the DISTRICT, or its elected or appointed officials, officers, agents, employees, consultants or contractors, under this Agreement.
- I. The DISTRICT shall maintain in full force and effect during the term of this Agreement, or any extension thereof, the following types and minimum amounts of insurance: (i) Commercial General Liability Insurance with coverage or coverage by a Self-Insurance pool "Risk Management Association" (such as the Park District Risk Management Agency) in the amount of at least Two Million Dollars (\$2,000,000) (ii) Workers Compensation Insurance in the amounts required by law, with Employer's Liability Insurance in the amount of at least

\$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease; (iii) Commercial Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage, on all vehicles owned by DISTRICT or operated for purposes of this Agreement. All insurance required hereunder, except for the Worker's Compensation Insurance, shall name the VILLAGE, its officers, employees, and agents as additional insureds thereon on a primary and non-contributory basis. Prior to the commencement of the term of this Agreement or any extensions thereof, and upon request by the VILLAGE, the DISTRICT shall provide to the VILLAGE a Certificate of Insurance, or a copy of all insurance policies and endorsements thereto, evidencing proof of all insurance required hereunder.

- J. This Agreement shall be renewed for the same period of time upon its expiration date unless notification of cancellations shall be received by either party thirty (30) days prior to the expiration date in the administrative offices of either party addressed as follows:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Park District Executive Director
Lombard Park District
227 W Parkside Avenue
Lombard, Illinois 60148

- K. This Agreement may be amended only in writing and only upon approval of both Parties.
- L. Both Parties represent that authority has been extended by their respective governing bodies, by ordinance or resolution as required, for execution of this Agreement.

- M. This Agreement shall be executed so that each Party shall have a copy containing original signatures. Each of these counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same.
- N. This Agreement as written is the complete and entire Agreement between the VILLAGE and the DISTRICT pertaining to the PARCEL and RECREATIONAL FACILITY located at 641 N. Main Street.
- O. NO WAIVER OF TORT IMMUNITY DEFENSES. Nothing contained in Sections 5 or 6 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to any of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.) with respect to claims by third parties.

THIS AGREEMENT shall become effective upon the date of signing.

DATED this 26 day of March, 2024.

LOMBARD PARK DISTRICT

VILLAGE OF LOMBARD

By: Margaret E. Hujil
President of Board of
Park District Commissioners

By: [Signature]
Village President

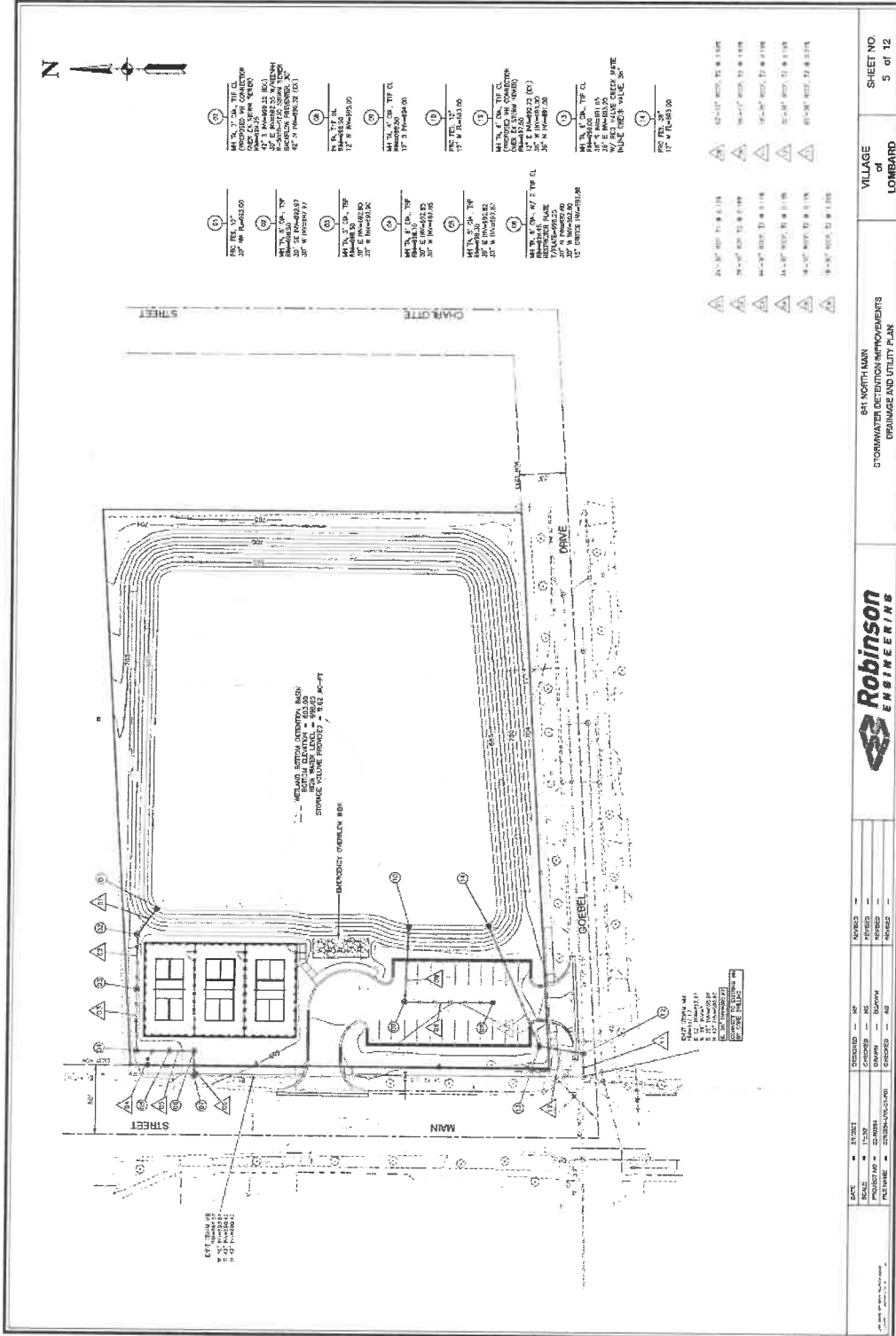


(SEAL)

Attest:
Joseph S. McAnn
Secretary

Attest:
Ejabeu Brejus
Village Clerk

EXHIBIT A PROJECT PLANS



- 1. 12" DIA. 15' DEPTH MANHOLE
- 2. 12" DIA. 15' DEPTH MANHOLE
- 3. 12" DIA. 15' DEPTH MANHOLE
- 4. 12" DIA. 15' DEPTH MANHOLE
- 5. 12" DIA. 15' DEPTH MANHOLE
- 6. 12" DIA. 15' DEPTH MANHOLE
- 7. 12" DIA. 15' DEPTH MANHOLE
- 8. 12" DIA. 15' DEPTH MANHOLE
- 9. 12" DIA. 15' DEPTH MANHOLE
- 10. 12" DIA. 15' DEPTH MANHOLE
- 11. 12" DIA. 15' DEPTH MANHOLE
- 12. 12" DIA. 15' DEPTH MANHOLE
- 13. 12" DIA. 15' DEPTH MANHOLE
- 14. 12" DIA. 15' DEPTH MANHOLE
- 15. 12" DIA. 15' DEPTH MANHOLE
- 16. 12" DIA. 15' DEPTH MANHOLE
- 17. 12" DIA. 15' DEPTH MANHOLE
- 18. 12" DIA. 15' DEPTH MANHOLE
- 19. 12" DIA. 15' DEPTH MANHOLE
- 20. 12" DIA. 15' DEPTH MANHOLE

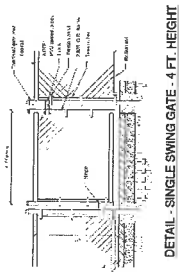
- 1. 12" DIA. 15' DEPTH MANHOLE
- 2. 12" DIA. 15' DEPTH MANHOLE
- 3. 12" DIA. 15' DEPTH MANHOLE
- 4. 12" DIA. 15' DEPTH MANHOLE
- 5. 12" DIA. 15' DEPTH MANHOLE
- 6. 12" DIA. 15' DEPTH MANHOLE
- 7. 12" DIA. 15' DEPTH MANHOLE
- 8. 12" DIA. 15' DEPTH MANHOLE
- 9. 12" DIA. 15' DEPTH MANHOLE
- 10. 12" DIA. 15' DEPTH MANHOLE
- 11. 12" DIA. 15' DEPTH MANHOLE
- 12. 12" DIA. 15' DEPTH MANHOLE
- 13. 12" DIA. 15' DEPTH MANHOLE
- 14. 12" DIA. 15' DEPTH MANHOLE
- 15. 12" DIA. 15' DEPTH MANHOLE
- 16. 12" DIA. 15' DEPTH MANHOLE
- 17. 12" DIA. 15' DEPTH MANHOLE
- 18. 12" DIA. 15' DEPTH MANHOLE
- 19. 12" DIA. 15' DEPTH MANHOLE
- 20. 12" DIA. 15' DEPTH MANHOLE

VILLAGE of LOMBARD
SHEET NO. 5 of 12

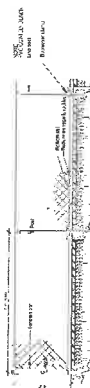
841 NORTH MAIN
STORMWATER DETENTION IMPROVEMENTS
DRAINAGE AND UTILITY PLAN



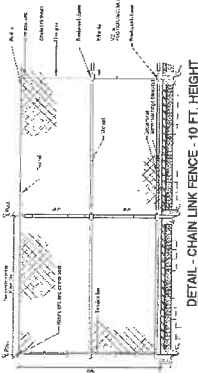
DATE	SCALE	PROJECT NO.	DATE	SCALE	PROJECT NO.
11/11/11	AS SHOWN	11-1111	11/11/11	AS SHOWN	11-1111
11/11/11	AS SHOWN	11-1111	11/11/11	AS SHOWN	11-1111
11/11/11	AS SHOWN	11-1111	11/11/11	AS SHOWN	11-1111
11/11/11	AS SHOWN	11-1111	11/11/11	AS SHOWN	11-1111
11/11/11	AS SHOWN	11-1111	11/11/11	AS SHOWN	11-1111
11/11/11	AS SHOWN	11-1111	11/11/11	AS SHOWN	11-1111
11/11/11	AS SHOWN	11-1111	11/11/11	AS SHOWN	11-1111
11/11/11	AS SHOWN	11-1111	11/11/11	AS SHOWN	11-1111
11/11/11	AS SHOWN	11-1111	11/11/11	AS SHOWN	11-1111



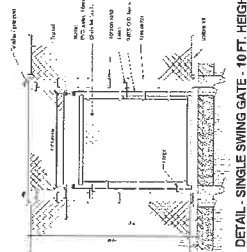
DETAIL - SINGLE SWING GATE - 4 FT. HEIGHT



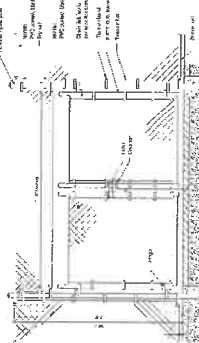
DETAIL - CHAIN LINK FENCE - 4 FT. HEIGHT



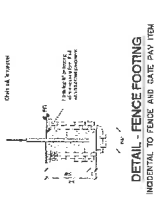
DETAIL - CHAIN LINK FENCE - 10 FT. HEIGHT



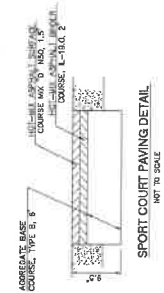
DETAIL - SINGLE SWING GATE - 10 FT. HEIGHT



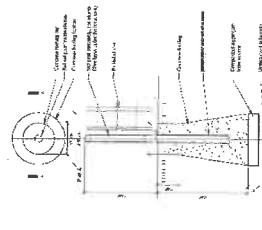
DETAIL - DOUBLE SWING GATE - 10 FT. HEIGHT



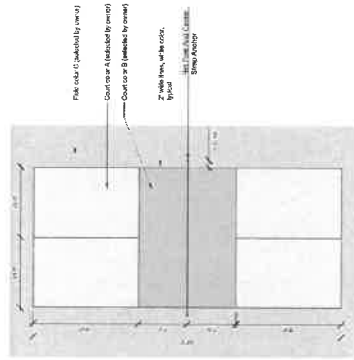
DETAIL - FENCE FOOTING
INCIDENTAL TO FENCE AND GATE PAV TYP



SPORT COURT PAVING DETAIL
NOT TO SCALE

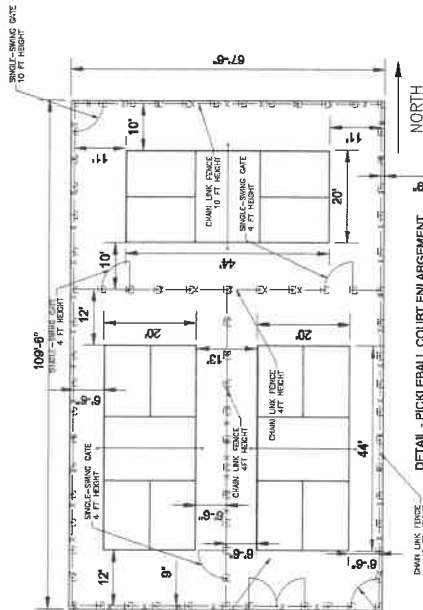


DETAIL - NET POST AND CENTER STRAP ANCHOR



DETAIL - PICKLEBALL COURT ENLARGEMENT

1. SURFACE TREATMENT AND STRIPING SHALL BE PAID FOR BY THE USER.
2. SURFACE TREATMENT AND STRIPING SHALL BE PAID FOR BY THE USER.
3. SURFACE TREATMENT AND STRIPING SHALL BE PAID FOR BY THE USER.



DETAIL - PICKLEBALL COURT ENLARGEMENT

DATE	7/20/20	DESIGNED	BP	REVISION	
PROJECT NO.	200004	DRAWN	BP	REVISION	
PROJECT NAME	200004/01	CHECKED	BP	REVISION	
FILE NAME	200004/01/01	IN CHARGE	BP	REVISION	



841 NORTH MAIN
STORMWATER DETENTION IMPROVEMENTS
CONSTRUCTION DETAILS

VILLAGE
of
LOMBARD

SHEET NO.
13 of 17