

RESOLUTION

R 95-04

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

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement between the Village of Lombard, and Lombard Park District regarding the Special Assessment 218 Grace & Fairfield project 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 4th day of March, 2004.

Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

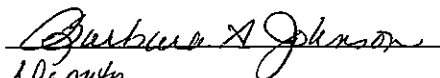
Nays: None

Absent: None

Approved this 4th day of March, 2004.

  
\_\_\_\_\_  
William J. Mueller  
Village President

ATTEST:

  
\_\_\_\_\_  
Barbara A. Johnson  
Deputy  
Village 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 SOUTHLAND PARK**

THIS AGREEMENT, entered into this 4<sup>th</sup> day of March, 2004, 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 Southland Park on which is located Southland Pond (hereinafter referred to as the "Pond"); said Pond being located on the property legally described as follows:

The North 767.42 ft. of the South 1,120.31 ft. of the West 495.3 ft. of the East 535.3 ft. of the Southwest 1/4 of Section 17, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois;

P.I.N.: 06-17-316-009;

WHEREAS, the VILLAGE is designing a new public works maintenance facility to be constructed at the Village Civic Center Complex and is proceeding with the improvement of Grace Street, Fairfield Avenue and, eventually, Edgewood Avenue, all of which will require a certain volume of stormwater detention for the storage of stormwater runoff, in addition to the volume currently provided in the Pond; and

WHEREAS, said need for additional stormwater detention storage volume at the Pond will necessitate certain improvements to the Pond as more fully set forth on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Stormwater Work"); and

WHEREAS, the PARK DISTRICT is desirous of having certain earthwork and grading activities performed at Southland Park to facilitate a soccer field North of the Pond, as more fully described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "Earthwork"); and

WHEREAS, in order to facilitate the improvement of Grace Street, the VILLAGE is in need of an easement over a portion of Southland Park, located Northeast of the Pond, as more fully described on the Plat of Easement attached hereto as Exhibit C and made part hereof, so as to construct a cul-de-sac (including asphalt, pavement, curb, gutter, storm sewer and street lighting) at the South end of Grace Street; and

WHEREAS, the construction of said cul-de-sac would cause the loss of four (4) parking spaces within the existing parking lot located Northeast of the Pond; and

WHEREAS, the PARK DISTRICT does not object to the granting of the aforementioned easement and the loss of said four (4) parking spaces, provided that six (6) additional parking spaces are provided adjacent to the soccer field to be constructed in conjunction with the Earthwork within Southland Park, by the VILLAGE, (hereinafter referred to as the "Replacement Parking"), and provided that the VILLAGE pays for the amount that was to have been assessed against the PARK DISTRICT for the improvement to Grace Street pursuant to Lombard Special Assessment No. 218; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 220/9 authorize and encourage 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 agree as follows:

1. The parties agree and acknowledge that this Agreement is applicable only to the construction work performed on the Southland Park property, and is not applicable to other PARK

DISTRICT property.

2. The VILLAGE shall be solely responsible for the design and construction of, and the cost and expenses in relation to, the Stormwater Work.

3. The parties agree that the Stormwater Work shall consist of the work set forth on Exhibit A, and generally include:

- A. regrading and reshaping the sideslopes and shoreline of the Pond;
- B. placing protection along the Pond shoreline, where regraded or reshaped, to prevent erosion; and
- C. site restoration of areas disturbed by construction of the Stormwater Work.

4. The PARK DISTRICT shall provide direction on the design, layout and grading relative to the Earthwork and the Replacement Parking, and shall review and approve the Earthwork and Replacement Parking prior to the final acceptance thereof; however, the Village shall be responsible for the construction of the Earthwork and the Replacement Parking, as well as all costs and expenses relative to the design and construction thereof.

5. The parties agree that the Earthwork shall consist of the work set forth on Exhibit B, and generally includes the creation of two embankments running east-west in the vicinity of the North end of Southland Park for the purpose of providing stadium style seating along a soccer field and the grading for the soccer field, and that the Replacement Parking shall consist of the construction of six (6) off-street parking spaces adjacent to the proposed soccer field.

6. The VILLAGE will cause the Earthwork and Replacement Parking to be constructed at locations agreed to by the PARK DISTRICT.

7. The PARK DISTRICT will be responsible for the construction of the soccer field associated with the Earthwork.

8. Upon final completion of the construction of the Stormwater Work, the Earthwork and

the Replacement Parking, as evidenced by the VILLAGE making final payment to the contractor for same, the maintenance of Southland Park and the Pond shall be the sole responsibility of the PARK DISTRICT with the following exceptions:

- A. The VILLAGE will be responsible for the maintenance of the inflow pipe, and any related structures, associated with the Stormwater Work.
- B. The VILLAGE and the PARK DISTRICT shall equally share the costs for maintenance of the outfall structure and pipe from the Pond.

9. In proceeding with Special Assessment No. 218, which involves improving a portion of Grace Street, East of and adjacent to Southland Park, the VILLAGE shall calculate the amount that would normally be assessed against the PARK DISTRICT and shall include said amount in the public benefit assessment paid by the VILLAGE, as opposed to assessing the PARK DISTRICT.

10. The PARK DISTRICT shall grant all easements necessary to perform and complete the construction activity contemplated by this Agreement, including, but not limited to, the easement provided for by the Plat of Easement attached hereto as Exhibit C.

11. The VILLAGE shall indemnify, defend and hold harmless the PARK DISTRICT, and its elected officials, officers, employees and agents, 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, employees or contractors, including, without limitation, those relating to the construction of the Stormwater Work, the Earthwork and the Replacement Parking, and the construction of the cul-de-sac and related amenities described in the foregoing recitals and Section 10 above. The VILLAGE further agrees to require any contractor used by the Village in the performance of the Stormwater Work, the Earthwork and/or the Replacement Parking to include the PARK DISTRICT, and its elected officials, officers, agents and

employees, as additional insureds on the insurance policies required of the contractor(s), which insurance policies shall be written with insurers and in amounts reasonably satisfactory to the PARK DISTRICT.

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  
227 West Parkside Avenue  
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 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.

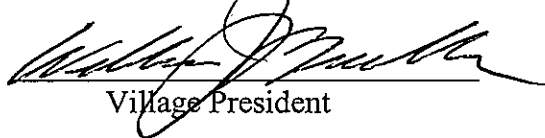
16. A copy of this Agreement shall be recorded with the DuPage County Recorder's Office.

17. It is the intent of the VILLAGE and the PARK DISTRICT that this Agreement supercedes the Agreement entered into between the VILLAGE and the PARK DISTRICT, relative to Southland Park and the Pond, dated August 16, 2001 (hereinafter referred to as the "2001 Agreement") and, as such, the 2001 Agreement is hereby terminated and declared null and void.

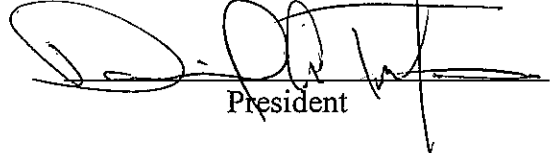
18. Nothing contained in this Agreement shall be construed as creating any partnership or joint venture between the VILLAGE and the PARK DISTRICT.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a 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 Park Commissioners, has caused this instrument to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

  
Village President

LOMBARD PARK DISTRICT

  
President

ATTEST:

  
Deputy Village Clerk

DATED: March 5, 2004

ATTEST:

  
Secretary

DATED: 2/24/04

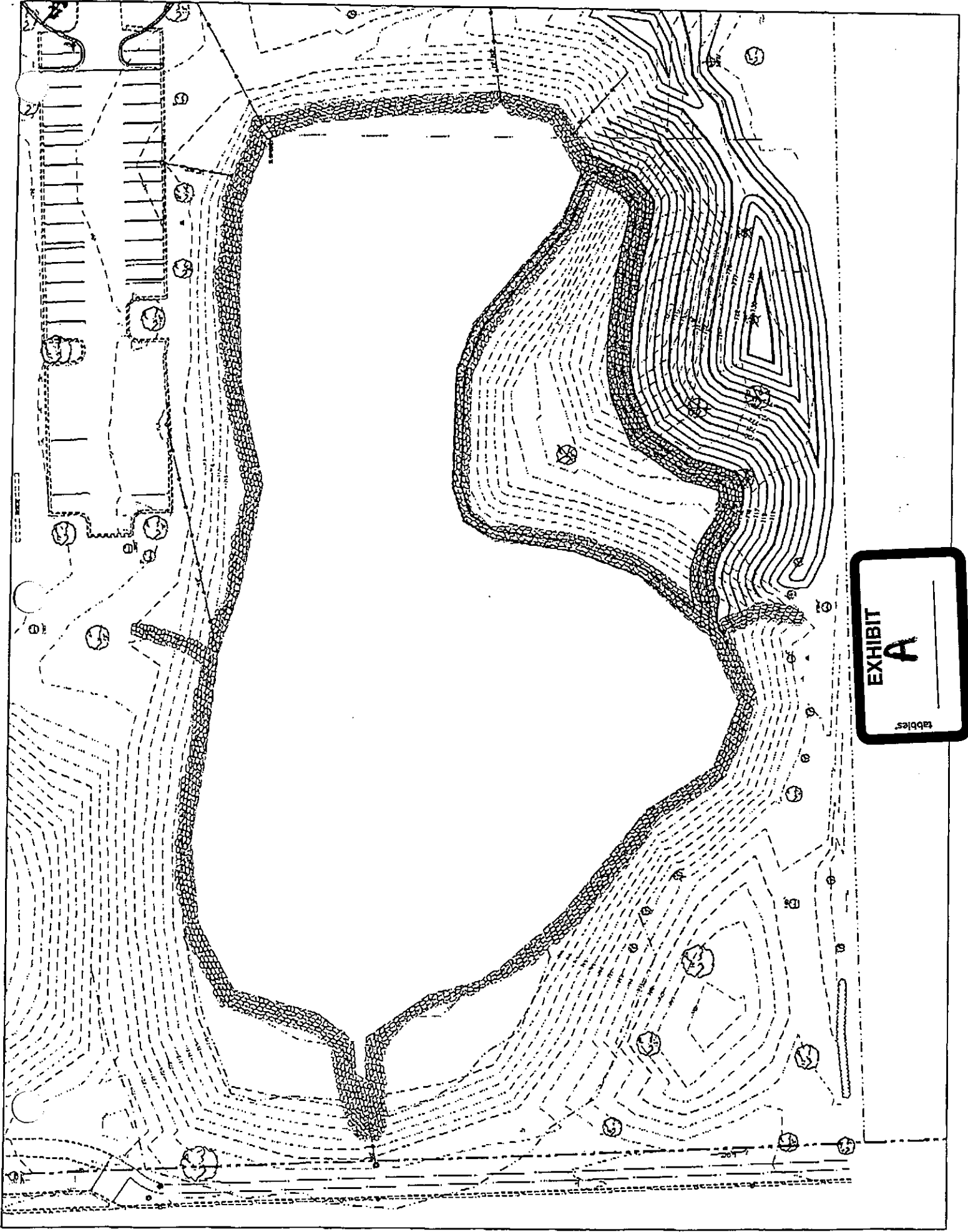


EXHIBIT  
**A**  
Tables



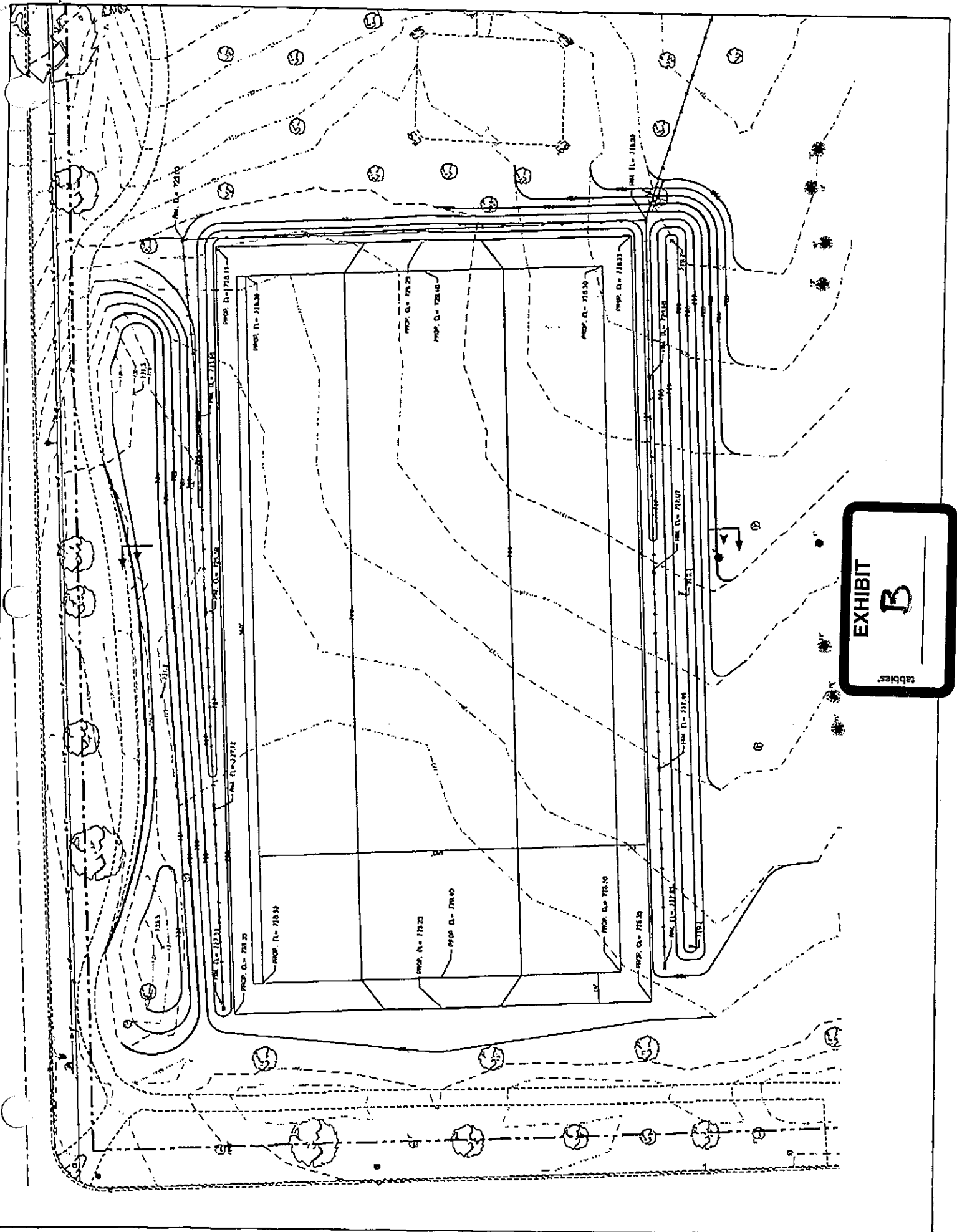


EXHIBIT  
**B**  
tables

# PLAT OF EASEMENT FOR ROADWAY PURPOSES

OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN.

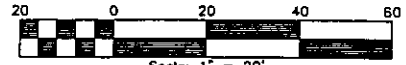
VILLAGE PRESIDENT AND CLERK

STATE OF ILLINOIS )  
) S.S.  
COUNTY OF DUPAGE)

APPROVED BY THE VILLAGE PRESIDENT AND THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

PRESIDENT \_\_\_\_\_

ATTEST: \_\_\_\_\_ VILLAGE CLERK



### EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR THE VILLAGE OF LOMBARD ON ALL AREAS MARKED "EASEMENT" FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE A CUL DE SAC, STREET LIGHTING, SIDEWALKS, CURBS, GUTTERS AND SUCH LANDSCAPING AS THE VILLAGE MAY, IN ITS SOLE DISCRETION, DETERMINE TO PLANT AND MAINTAIN TOGETHER WITH THE RIGHTS OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS OR OTHER PLANTS WITHOUT NEED FOR PROVIDING COMPENSATION THEREFOR ON THE EASEMENT THAT INTERFERE WITH THOSE PURPOSES FOR WHICH THE EASEMENTS ARE GRANTED.

NOTE: THE BEARINGS ON THIS PLAT ARE NOTE RELATED TO ANY SYSTEM BUT INDICATE PLAT ANGULAR RELATIONS.

### COUNTY RECORDER

STATE OF ILLINOIS )  
) S.S.  
COUNTY OF DUPAGE)

THIS INSTRUMENT NUMBER \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, AFORESAID, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

DUPAGE COUNTY RECORDER OF DEEDS \_\_\_\_\_

### OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT \_\_\_\_\_ A.D. 20\_\_\_\_ ILLINOIS THIS \_\_\_\_\_ OF \_\_\_\_\_

OWNER \_\_\_\_\_

OWNER \_\_\_\_\_

STATE OF ILLINOIS )  
) S.S.  
COUNTY OF DUPAGE)

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT \_\_\_\_\_ IS/ARE PERSONALLY KNOWN TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO FOREGOING CERTIFICATES AS SUCH APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT HE/SHE/HEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

COMMISSION EXPIRES \_\_\_\_\_

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
) S.S.  
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, DONALD E. RERICKA, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, NUMBER 3465, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

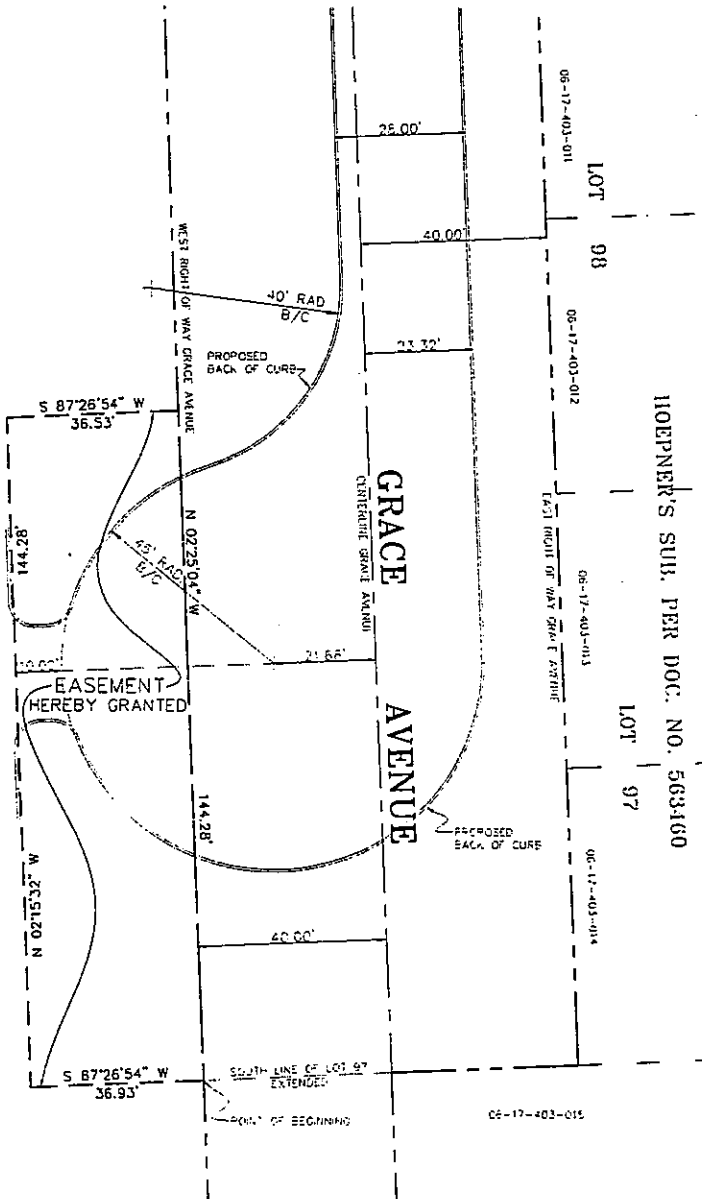
THAT PART OF SOUTHLAND PARK PLAT OF CONSOLIDATION, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 2001 AS DOCUMENT NUMBER R2001-263189; DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EXTENSION OF THE SOUTH LINE OF LOT 97 OF HOEPNER'S SUBDIVISION (BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1949 AS DOCUMENT NUMBER 563460), AND THE WEST RIGHT OF WAY OF GRACE AVENUE; THENCE SOUTH 87° 26' 54" WEST ALONG SAID SOUTH LINE EXTENDED, A DISTANCE OF 36.93 FEET TO A LINE THAT IS PARALLEL TO AND 10.00 FEET WEST OF A LINE TANGENT TO THE MOST WESTERLY POINT ON THE ARC OF THE PROPOSED BACK OF CURB FOR A PROPOSED CUL-DE-SAC; THENCE NORTH 02° 15' 32" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 144.28 FEET; THENCE NORTH 87° 26' 54" EAST ALONG A LINE PARALLEL TO SAID SOUTH LINE OF LOT 97 EXTENDED, A DISTANCE OF 36.53 FEET TO SAID WEST RIGHT OF WAY OF GRACE AVENUE; THENCE SOUTH 02° 25' 04" EAST ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 144.28 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, CONTAINING 5,299 SQUARE FEET, MORE OR LESS.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I ALSO CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF LOMBARD OR WITHIN ONE AND A HALF MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF LOMBARD WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3465

SOUTHLAND PARK PLAT OF CONSOLIDATION PER DOC. NO. R2001-263189



**ENGINEERING RESOURCE ASSOCIATES, INC.**  
CONSULTING ENGINEERS & SURVEYORS

214 WEST WILLOW AVENUE  
MANTON, ILLINOIS 60187  
PHONE (630) 668-5895 FAX (630) 668-1693

**EXHIBIT**