

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

 X Resolution or Ordinance (Blue) X *Waiver of First Requested*
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: August 28, 2014 (B of T) Date: October 16, 2014

TITLE: 1 E. St. Charles Road Easement

SUBMITTED BY: Department of Public Works

BACKGROUND/POLICY IMPLICATIONS:

Please find attached an Ordinance authorizing signature of President and Clerk on a Temporary Construction Easement for the purpose of repairing an 8' high decorative privacy wall. (DISTRICT #1)

Staff recommends approval of this request. Please place this item on the October 2, 2014 Board of Trustees agenda.

Fiscal Impact/Funding Source:

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.



MEMORANDUM

TO: Scott Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works 

DATE: August 28, 2014

SUBJECT: 1 E. St. Charles Road Temporary Construction Easement

BACKGROUND

As detailed in the Downtown Lombard Community Vision document (approved by the Village Board on February 15, 2008), staff has secured a temporary construction easement to allow the Village to construct an eight-foot high decorative wall on the property at 1 E. St. Charles Road. The wall was constructed in 2008 by the Village of Lombard. The intent of the wall was to screen the railroad embankment immediately west of the property and give a much more attractive appearance to this highly prominent location.

The original agreement between the Village and the property owners provided that upon construction of the wall, the Village would convey the wall to the property owner via a bill of sale. The conveyance of the property never occurred and as such, the Village has performed all repairs to the wall. To date, the wall has been damaged three (3) times. Each occurrence has cost the Village approximately \$12,000 for repairs. The wall was damaged in July 2014 and is in need of additional repair.

Prior to the repair, staff has discussed the situation with the property owner to determine if the property owner would accept the conveyance of the wall upon completion of the repairs. The property owner has committed to accept the wall and the associated guardrail that will be installed to protect the wall from future damage.

Prior to the Village performing the necessary repairs, a Temporary Construction Easement will need to be obtained. The agreement provides for the right of access to the property or the purpose of repairs and placement of the guardrail. The Agreement restates the previous commitment relative to the conveyance of the wall and guardrail pursuant to a Bill of Sale.

RECOMMENDATION

Staff recommends that the Village Board authorize the Village President and Village Clerk to sign the attached agreement.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING SIGNATURE OF PRESIDENT AND CLERK ON A TEMPORARY CONSTRUCTION EASEMENT AND BILL OF SALE FOR THE PROPERTY LOCATED AT 1 E. ST. CHARLES ROAD, LOMBARD, IL; AUTHORIZING THE REPAIR OF THE WALL AND THE INSTALLATION OF A GUARDRAIL THEREON; AND DECLARING SAID WALL AND GUARDRAIL AS SURPLUS PROPERTY

WHEREAS, the Corporate Authorities of the Village of Lombard has received a Temporary Construction Easement from MAJR, Inc., an Illinois corporation, for the purpose of the Village repairing the decorative privacy wall (the "Wall") and installation of a guardrail (the "Guardrail") on the property at 1 E. St. Charles Road, Lombard, IL (P.IN. 06-01-108-010), attached hereto as Exhibit "A" and made part hereof; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve said Temporary Construction Easement, and authorize the transfer of title to the Wall and Guardrail to MAJR, Inc.;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

Section 1: That said Temporary Construction Easement is hereby accepted.

Section 2: That the Village President and Village Clerk be and hereby are authorized to sign on behalf of the Village of Lombard said Temporary Construction Easement as attached hereto, and to execute a Bill of Sale to transfer title to said Wall and Guardrail to MAJR, Inc., as contemplated in said Temporary Construction Easement.

Section 3: That the Wall and Guardrail are hereby declared surplus property, and shall be conveyed to MAJR, Inc. pursuant to the Temporary Construction Easement attached hereto.

Passed on first reading this ____ day of _____, 2014

First reading waived by action of the Board of Trustees this ____ day of _____, 2014

Passed on second reading this ____ day of _____, 2014

Ayes: _____

Nays: _____

Absent: _____

Approved this ____ day of _____, 2014

Keith T. Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, the Village of Lombard (hereinafter the "VILLAGE") has agreed to repair the damaged portion of the eight (8) foot tall decorative privacy wall (hereinafter the "Wall") and install a guardrail (hereinafter the "Guardrail") on or along the southern boundary of the property commonly known as 1 East St. Charles Road (P.I.N. 06-01-108-010) (hereinafter the "Subject Property"); and

WHEREAS, MAJR, Inc., the owner of the Subject Property (hereinafter the "OWNER") desires that the VILLAGE repair said Wall, and construct the Guardrail, and thereafter convey title to said Wall and Guardrail to the OWNER pursuant to a Bill of Sale with the OWNER being thereafter responsible for any further maintenance or repair relative to the Wall and the Guardrail; and

WHEREAS, the VILLAGE needs a temporary easement over the South ten (10) feet of the Subject Property (the "Easement Area") for the purpose of repairing the Wall and installing the Guardrail; and

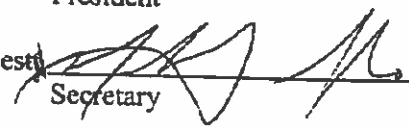
WHEREAS, the VILLAGE has agreed to repair the Wall and install the Guardrail, at no cost to the OWNER, but subject to the OWNER being required to reimburse the VILLAGE for the cost of the repair to the Wall, to the extent that the OWNER receives any insurance proceeds relative to the damage to the Wall that is being repaired by the VILLAGE (hereinafter the "Insurance Proceeds"); and

WHEREAS, the VILLAGE has agreed to restore the Easement Area to its pre-Wall repair and pre-Guardrail installation condition, after the repair of the Wall and the installation of the Guardrail;

NOW, THEREFORE, MAJR, Inc., as OWNER of the Subject Property, hereby grants a temporary easement to the VILLAGE, over the Easement Area, to facilitate repair of the Wall and installation of the Guardrail on the Subject Property, and agrees to transfer the Insurance Proceeds to the VILLAGE upon receipt of same. This Temporary Construction Easement shall expire one (1) year from the date set forth below, however, the OWNER's obligation to transfer the Insurance Proceeds to the VILLAGE, upon receipt of same, shall survive the termination of this Temporary Construction Easement.

MAJR, Inc.

By  _____
President

Attest  _____
Secretary

Accepted by the VILLAGE this _____ day of _____, 2014.

By: _____
Keith Giagnorio, Village President

Attest: _____
Sharon Kuderna, Secretary