

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: William T. Lichter, Village Manager

DATE: January 12, 2005 (B of T) Date: January 20, 2005

TITLE: Vacant Lot between 410 and 442 W. Crescent (Pocket Park)

SUBMITTED BY: Department of Community Development *DH jwh*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration its recommendation regarding the above-mentioned matter. Attached for your consideration is a draft intergovernmental agreement between the Lombard Park District and the Village of Lombard. The agreement outlines operation and maintenance responsibilities associated with the proposed playground area to be located on the Village owned lot between 410 and 442 W. Crescent. (DISTRICT #1)

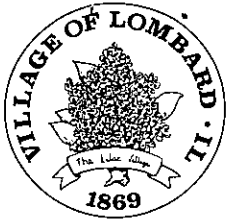
Staff recommends approval of this request.

Fiscal Impact/Funding Source:

Review (as necessary):


Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X *W. T. Lichter* _____ Date *1/11/05*

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: William Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development 

DATE: January 12, 2005

SUBJECT: **Intergovernmental Agreement between Lombard Park District and the Village of Lombard**

Attached please find the draft intergovernmental agreement between the Lombard Park District and the Village of Lombard. The agreement outlines operation and maintenance responsibilities of the proposed playground area on the Village owned lot located between 410 and 442 W. Crescent. Staff prepared an application for Community Development Block Grant funds to cover a portion of the costs related to this project. The remaining costs will be absorbed by the Park District in exchange for use of the land. The Village will not be contributing any hard dollars to the project.

Please present this item to the Board of Trustees at their January 20, 2005 meeting.

DAH/adc

RESOLUTION _____ 05

RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND DEPUTY VILLAGE CLERK TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE LOMBARD PARK DISTRICT FOR A NEIGHBORHOOD PROJECT NEAR ST. CHARLES ROAD AND CRESCENT BOULEVARD

WHEREAS, the Village of Lombard ("VILLAGE"), and the Lombard Park District ("DISTRICT") desire to cooperate on improvements to a vacant lot near St. Charles Road and Crescent Boulevard; and

WHEREAS, the VILLAGE is the owner of the vacant lot located between 442 and 410 W. Crescent; and

WHEREAS, the VILLAGE desires to undertake this project which includes the installation of playground equipment on the vacant lot; and

WHEREAS, the VILLAGE applied for Community Development Block Grant funds to cover the cost of the purchase of the equipment; and

WHEREAS, the DISTRICT will install and maintain the improvements; and

WHEREAS, a public hearing was conducted on October 7, 2004; and

WHEREAS, an agreement was prepared based on the attached site plan and incorporated herein as Exhibit "A"; and

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, THAT THE VILLAGE PRESIDENT AND DEPUTY VILLAGE CLERK ARE HEREBY AUTHORIZED TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE LOMBARD PARK DISTRICT FOR THE REDEVELOPMENT OF A VACANT LOT IN THE CRESCENT AND ST. CHARLES NEIGHBORHOOD as follows:

SECTION 1: That the Village President be and hereby is authorized to accept the agreement on behalf of the Village of Lombard said document as attached hereto.

SECTION 2: That the Deputy Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Resolution No. _____
St. Charles & Crescent Pocket Park
Page 2

Adopted this _____ day of _____, 2005.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2005.

William J. Mueller, Village President

ATTEST:

Barbara Johnson, Deputy Village Clerk

**INTERGOVERNMENTAL AGREEMENT
PERTAINING TO ST. CHARLES AND CRESCENT POCKET PARK**

THIS AGREEMENT made this ____ day of _____, 2005, between the Village of Lombard and the Lombard Park District.

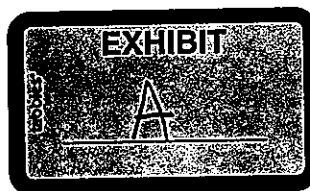
W I T N E S S E T H

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, Illinois Revised Statutes, Chapter 127, Section 741 et seq. (1989); and

WHEREAS, the Village of Lombard (hereinafter the "Village") and the Lombard Park District (hereinafter the "District") are units of local government and/or public agencies; and

WHEREAS, the Village has determined it to be in the best interest of the public that its vacant land located on Crescent Boulevard between St. Charles Road and Glenview Avenue be used to provide open space and recreational opportunities for its citizens and for that purpose has secured funding and created a "pocket park" on the land as shown in the attached site plan labeled "Exhibit A"; and



WHEREAS, the District has determined that it is in the best interest of the public to operate and maintain said “pocket park” to ensure the continued availability of the park and its facilities for its residents’ and Park District uses; and

WHEREAS, the Village wishes to make provision for the operation and maintenance of the park and its equipment.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained therein, the Village and the District agree as follows:

A. The Village shall allow the District the use of its vacant land on Crescent Boulevard between St. Charles Road and Glenview Avenue within the boundaries of the Village and the “pocket park” it has created on said land and the equipment thereon for a period of twenty (20) years.

B. The District shall operate and maintain the “pocket park” 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 twenty (20) years.

C. Use of the “pocket park” developed by the Village shall be open and available for use by Village residents without charge or fee except wherein charges or fees are required for special events held in the park.

D. In further consideration of the granting of the use of the Village's land to the District, the District agrees to indemnify, defend and hold harmless, the Village, its officers, agents, employees, representatives and their assigns, from any and all claims, except for claims based on the negligent actions of the Village, its officers, agents, employees, representatives and their assigns, from any and all other claims, lawsuits or other liabilities directly or indirectly arising from this Agreement, matters described in it or work done in connection with it. In connection with any such claims, lawsuits, or liabilities, except for those arising out of the negligence of the Village, its officers, agents, employees, representatives and their assigns, the Village and the District shall mutually agree on the choice of defense counsel and the District shall consult with the Village concerning the District's decisions with respect to the settlement of any such claims, and the District shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits or liabilities.

E. The District shall provide to the Village a certificate of insurance showing policies in the amount of \$1,000,000 per occurrence to provide the indemnification requires in Section D of this Agreement and showing the Village, its officers, employees and agents as additional insureds.

F. 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 Director
Lombard Park District
150 South Park Avenue
Lombard, Illinois 60148

G. This Agreement may be amended only in writing and only upon approval of both parties.

H. Both parties represent that authority has been extended by their respective governing bodies, by ordinance or resolution as required, for execution of this Agreement.

I. 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.

J. This Agreement as written is the complete and entire Agreement between the Village and the District pertaining to the "pocket park" located at Crescent Boulevard between St. Charles Road and Glenview Avenue within the boundaries of the Village of Lombard.

THIS AGREEMENT shall become effective upon the date of signing.

DATED this _____ day of _____, 2005.

LOMBARD PARK DISTRICT

VILLAGE OF LOMBARD

By: _____

By: _____

President of Board of
Park District Commissioners

Village President

(SEAL)

(SEAL)

Attest:

Attest:

Secretary

Village Clerk

EXHIBIT "A"

5.00
FOUND IRON PIPE
0.97' N.W 'LY & 0.53' N.E 'L
5' PUBLIC UTILITY AND
DRAINAGE EASEMENT
HEREBY GRANTED.

LOT 4 IN BLOCK 1 IN
ANDERSON AND BURKE
SUBDIVISION PER. DOC.
NUMBER 175793

5' PUBLIC UTILI
DRAINAGE EASE
HEREBY GRANT

LOT 2
28,543.42 sq.ft.
0.6553 acres

LOT 5 IN BLOCK 1 IN
ANDERSON AND BURKE
SUBDIVISION PER. DOC.
NUMBER 175793

5' PUBLIC UTILITY AND
DRAINAGE EASEMENT
HEREBY GRANTED

LOT 6 IN BLOCK 1 IN
ANDERSON AND BURKE
SUBDIVISION PER. DOC.
NUMBER 175793

LOT 3
55,907.69 sq.ft.
1.2835 acres

LOT 7 IN BLOCK 1
IN ANDERSON AND
BURKE SUBDIVISION
DOC. NO. 175793

WESTERLY LINE OF THE
NORTHEASTERLY 50.0 FEET
OF THE SOUTHWESTERLY
65.0 FEET OF LOT 7

5' PUBLIC UTILITY AND DRAINAGE
EASEMENT HEREBY GRANTED

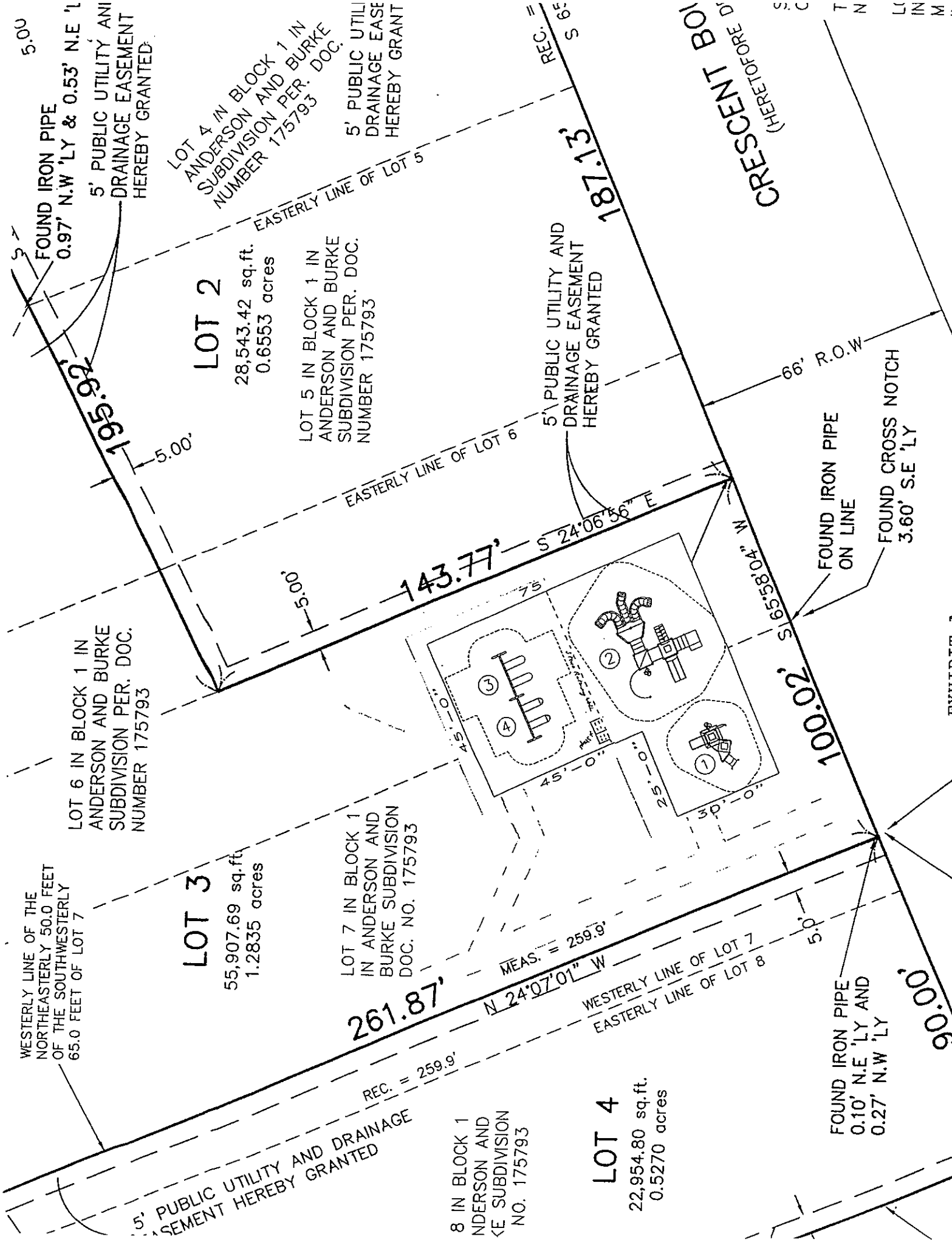
8 IN BLOCK 1
ANDERSON AND
BURKE SUBDIVISION
NO. 175793

LOT 4
22,954.80 sq.ft.
0.5270 acres

FOUND IRON PIPE
0.10' N.E 'LY AND
0.27' N.W 'LY

FOUND IRON PIPE
ON LINE

FOUND CROSS NOTCH
3.60' S.E 'LY



REC. = S 65

REC. = 259.9'

MEAS. = 259.9'

WESTERLY LINE OF LOT 7
EASTERLY LINE OF LOT 8

CRESCENT BOULEVARD
(HEREFORE DEDICATED)