

RESOLUTION

R 29-02

**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 in Regard to the construction work relative to the Madison Meadows Pedestrian Path between the Village of Lombard and the Lombard Park District, 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 the 16th day of August, 2001.

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

Nays: None

Absent: None

Adopted this the 16th day of August, 2001.



William J. Mueller
Village President

ATTEST:



Suzan L. Kramer
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 MADISON MEADOWS PEDESTRIAN PATH**

THIS AGREEMENT, entered into this the 16th day of August 2001, 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 Madison Meadows, being generally located East of Fairfield Avenue, West of Ahrens Avenue, South of Madison Avenue, and North of Wilson Avenue, with the following parcel identification numbers:

P.I.N.: 06-17-212-001, 06-17-212-004, 06-17-212-006 and 06-16-100-001;
(hereinafter referred to as the "PARK"); and

WHEREAS, the VILLAGE has proposed to construct a pedestrian path along the North and East sides of the PARK as shown on Exhibit "A" , locations A,B,C and E attached hereto and made part hereof (hereinafter referred to as the "PATH"); and

WHEREAS, if said PATH is constructed within the dedicated right-of-way, numerous mature trees will have to be cut down; and

WHEREAS, the PARK DISTRICT desires to have said construction performed on the PARK property so as to avoid cutting down mature trees; and

WHEREAS, the VILLAGE has no objection to constructing said PATH in the manner and at the location requested by the PARK DISTRICT; 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 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. The parties hereto agree and acknowledge that this Agreement is applicable only to work performed in the PARK in relation to the construction of the PATH as referenced herein, and is not applicable to other PARK DISTRICT property.

2. The parties agree that the PATH construction work shall consist of:

- A. The construction of an eight foot (8') wide portland cement concrete PATH, in accordance with Village Code;
- B. The construction of said PATH using two inches (2") of compacted crushed stone as a base covered by five inches (5") of portland cement concrete; and
- C. The restoration of the areas of the PARK that are disturbed by the construction of the PATH to the same or better condition prior to such disturbance.

3. The VILLAGE shall be solely responsible for the design and construction of the PATH and the restoration of the areas that are disturbed, in each case subject to reasonable approval of the Park District, as well as the costs associated with same. Said design shall be done as to eliminate the need to cut down any trees in either the PARK or the dedicated right-of-way adjacent to the PARK, except as mutually agreed upon.

4. The PARK DISTRICT hereby grants to the VILLAGE, a temporary easement for the full and free right, privilege and authority to clear, trench for, construct and install the PATH, and to subsequently perform maintenance on the path and all facilities incidental thereto, in, on, upon, over, through and across the following described portion of the PARK:

Generally located along the West right-of-way line of Ahrens Avenue and the South right-of-way of Madison Avenue meandering as to avoid existing trees. Said temporary easement shall remain in full force and effect for a period of one (1) year from the date of completion of the project.

5. Upon final completion of the PATH, and acceptance of same by the VILLAGE as evidenced by the VILLAGE making final payment to the contractor for the construction thereof, said PATH shall be owned by the PARK DISTRICT (with the VILLAGE providing the PARK DISTRICT with a Bill of Sale therefor), but with the parties respective obligations relative to the maintenance of the PATH to be as follows:

A. The PARK DISTRICT shall have the following obligations:

1. Sweeping;
2. Removal of debris;
3. Snow shoveling;
4. Snow plowing;
5. De-icing
6. Corrective maintenance or reconstruction work necessitated by the acts of the PARK DISTRICT or any of its officers, agents, employees or contractors;
7. Path maintenance work which cost \$1,000.00 or less; and
8. Fifty percent (50%) of the total cost of Path maintenance work projects agreed upon by the VILLAGE and in excess of \$1000.00.

B. The VILLAGE shall have the following obligations:

1. Reconstruction work necessitated by faulty workmanship or materials for a period of one (1) year following the completion of the PATH; and
2. Fifty percent (50%) of the total cost of Path maintenance work projects agreed upon by the PARK DISTRICT and in excess of \$1000.00.

In regard to subsection 5B1 above, the VILLAGE shall retain the right to enter that portion of the PARK referenced in Section 4 above.

6. 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 judgements 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. The VILLAGE further agrees to require any contractor to include the PARK DISTRICT, and its elected officials, officers, agents and employees as additional insureds on the insurance policies required of the contractor, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to the PARK DISTRICT.

7. The PARK DISTRICT shall indemnify, defend and hold harmless the VILLAGE, 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 judgements 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, employees or contractors.

8. 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 E. 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.

9. 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.

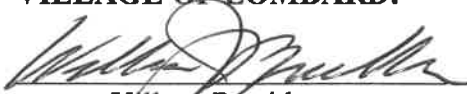
10. This Agreement contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this agreement which are not fully expressed herein.

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

12. A copy of this Agreement shall be recorded with the DuPage County
Recorders Office.

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

ATTEST:


Village Clerk

DATED: August 16, 2001

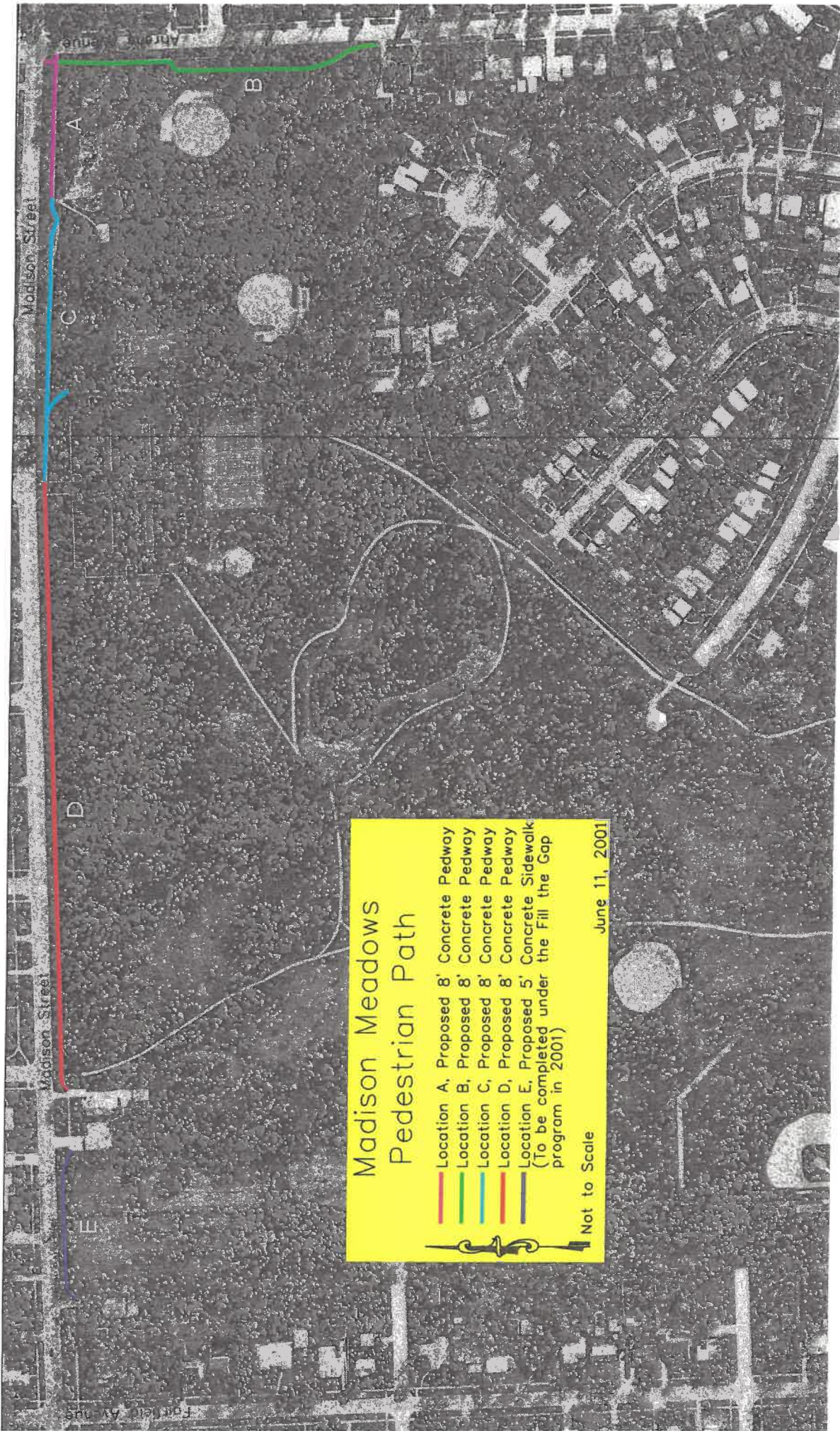
LOMBARD PARK DISTRICT:


President

ATTEST:


Secretary

DATED: Sept. 5, 2001



Madison Meadows Pedestrian Path

- Location A, Proposed 8' Concrete Pedway
- Location B, Proposed 8' Concrete Pedway
- Location C, Proposed 8' Concrete Pedway
- Location D, Proposed 8' Concrete Pedway
- Location E, Proposed 5' Concrete Sidewalk
(To be completed under the Fill the Gap program in 2001)

Not to Scale

June 11, 2001