

RESOLUTION 96- 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.

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St. Charles & Crescent Pocket Park
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Adopted this 20th day of January, 2005.

Ayes: Trustees Williams, Tross, Koenig, Sebby, Florey and Soderstrom

Nays: None

Absent: None

Approved this 20th day of January, 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 20th day of January, 2005, between the Village of Lombard and the Lombard Park District.

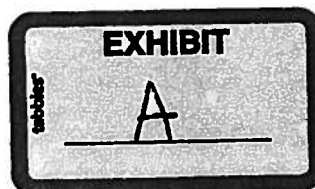
W I T N E S S E T H

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: _____

President of Board of
Park District Commissioners

By:  _____

Village President

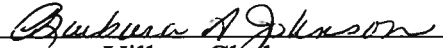
(SEAL)

(SEAL)

Attest:

Secretary

Attest:

 _____

Village Clerk

EXHIBIT "A"

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

LOT 4 IN BLOCK 1 IN
ANDERSON AND BURKE
SUBDIVISION PER. DOC.
NUMBER 175793
5' PUBLIC UTILIT
DRAINAGE EASEN
HEREBY GRANTEI

LOT 2
28,543.42 sq.ft.
0.6553 acres

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

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

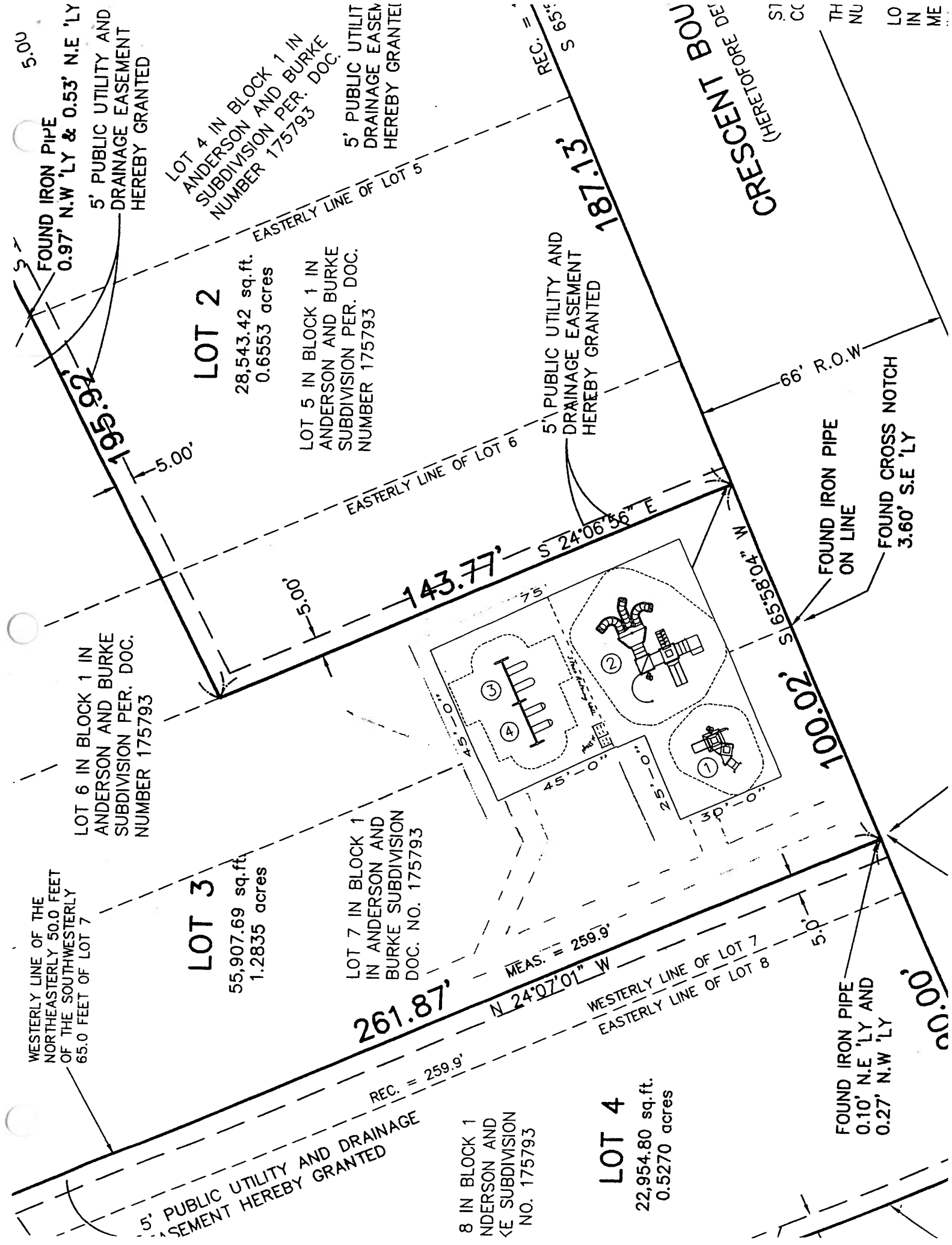
WESTERLY LINE OF THE
NORTHEASTERLY 50.0 FEET
OF THE SOUTHWESTERLY
65.0 FEET OF LOT 7

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



REC. = S 65°

187.13'

CRESCENT BOUL
(HEREFORE DEE
ST CC TH NU LO IN ME

66' R.O.W.

FOUND IRON PIPE
ON LINE

FOUND CROSS NOTCH
3.60' S.E 'LY

143.77'

S 24°06'56" E

S 16°53'04" W

100.02'

261.87'

MEAS. = 259.9'

N 24°07'01" W

WESTERLY LINE OF LOT 7
EASTERLY LINE OF LOT 8

5.00'