

RESOLUTION

R 113-02

RESOLUTION AUTHORIZING SIGNATURES OF THE VILLAGE PRESIDENT AND CLERK ON AN AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE ST. REGIS DEVELOPMENT ASSOCIATION IN REGARD TO THE TRANSFER OF JURISDICTION OVER THE ROADWAY, SIDEWALKS, STREET LIGHTS, PARKWAY TREES, WATERMAINS, SANITARY SEWERS AND SOME OF THE STORM SEWERS IN THE ST. REGIS DEVELOPMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Transfer of Jurisdiction Agreement to assume ownership of existing as well as proposed privately-constructed roadway, sidewalks, street lights, parkway trees, watermains, sanitary sewers and some storm sewers in the St. Regis Development as attached hereto as "Appendix 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 said Agreement as attached hereto.

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

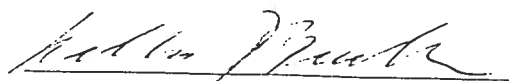
Adopted this 17th day of January, 2002.

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

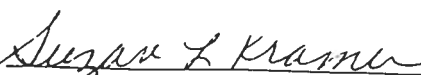
Nays: None

Absent: None

Approved this 17th day of January, 2002.

  
William J. Mueller, Village President

ATTEST:

  
Suzan L. Kramer, Village Clerk

**AN AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE ST. REGIS  
DEVELOPMENT ASSOCIATION IN REGARD TO THE TRANSFER OF  
JURISDICTION OVER THE ROADWAY, SIDEWALKS, STREET LIGHTS,  
PARKWAY TREES, WATERMAINS, SANITARY SEWERS AND  
SOME OF THE STORM SEWERS IN THE ST. REGIS DEVELOPMENT**

THIS AGREEMENT, entered into this 17<sup>th</sup> day of January, 2002, by and between the VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE") and the ST. REGIS DEVELOPMENT ASSOCIATION, an Illinois not-for-profit corporation (hereinafter referred to as "SRDA").

**WITNESSETH**

WHEREAS, the St. Regis Development is located on the Northeast corner of Highland Avenue and 22nd Street (hereinafter referred to as "St. Regis"); and

WHEREAS, since St. Regis was developed, the watermains, sanitary sewers, storm sewers, sidewalks, street lights, parkway trees and roadways have remained privately owned; and

WHEREAS, SRDA has approached the VILLAGE and requested that the VILLAGE take over ownership of, and jurisdiction over, certain portions of the watermains, sanitary sewers and storm sewers, along with the roadways known as St. Regis Drive and North Lake Road, as well as the sidewalks, street lights and parkway trees adjacent to said roadways, all as more fully shown on the St. Regis Association Conceptual Village Utility Acceptance Plan, consisting of one (1) page, prepared by Civil Design Group, Inc., dated August 28, 2001 and known as job no. 624, attached hereto as Exhibit "A" and made part hereof (said watermains, sanitary sewers and storm sewers being hereinafter referred to as the "Utilities"; said roadways, street lights, parkway trees and sidewalks being hereinafter referred to as the "Roadways"; and said "Utilities" and "Roadways" being hereinafter collectively referred to as the "Public Improvements"); and

WHEREAS, the VILLAGE has no objection to taking over ownership of, and jurisdiction over, the Public Improvements provided that said Public Improvements are inspected and tested to make sure they are in compliance with the VILLAGE'S standards for such Public Improvements and, where necessary, upgraded, repaired and or replaced so as to meet said standards; and

WHEREAS, SRDA has indicated its willingness to upgrade, repair and or replace said Public Improvements in order to cause the VILLAGE to accept ownership of, and jurisdiction over, said Public Improvements and, to that end, has proposed to proceed with the actions as outlined in the August 22, 2001 letter from Civil Design Group, Inc. to Michael Stahelin, President of SRDA, a copy of which is attached hereto as Exhibit "B" and made part hereof, as more fully detailed in the Plans for Proposed St. Regis Roadway Reconstruction, Lombard, Illinois, consisting of drawings one (1) through twenty-two (22) of twenty-two (22), prepared by Civil Design Group, Inc., dated September 14, 2001 and last revised December 17, 2001, and as approved by the Village of Lombard for the purpose of the issuance of a building permit, and known as job no. CS-624, (hereinafter referred to as the "Plans") which are incorporated herein by reference as if fully set forth herein (said Exhibit "B" and the "Plans" being hereinafter collectively referred to as the "Upgrade Work"); and

WHEREAS, SRDA and the VILLAGE desire to work cooperatively with respect to the Upgrade Work and the VILLAGE'S acceptance of ownership of, and jurisdiction over, the Public Improvements; and

WHEREAS, SRDA and the VILLAGE desire to set forth their respective obligations, relative to the Upgrade Work and the VILLAGE'S acceptance of ownership of, and jurisdiction over, the Public Improvements; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution provides authority for this Agreement; and

WHEREAS, it is in the best interests of the VILLAGE and SRDA to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. INCORPORATION OF PREAMBLES. The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

2. COMPLETION OF UPGRADE WORK. SRDA shall proceed with the Upgrade Work, including any VILLAGE required revisions thereto, (hereinafter referred to as the "Final Upgrade Plan Work") and, in relation thereto, shall obtain any and all required permits from the VILLAGE, or any other governmental entity having

jurisdiction over the Final Upgrade Plan Work, prior to proceeding therewith.

3. VILLAGE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS. Upon completion of the Final Upgrade Plan Work, and confirmation by the VILLAGE that said Final Upgrade Plan Work has been constructed in compliance with all applicable VILLAGE codes, rules and regulations, and the permits issued in relation thereto, pursuant to a review by the VILLAGE of a set of "as-built" drawings for said Final Upgrade Plan Work to be provided by SRDA to the VILLAGE, SRDA shall convey said Public Improvements to the VILLAGE, pursuant to a Bill of Sale and a combined Plat of Easement (relative to Utilities and the parkway trees) Plat of Dedication (relative to the Roadways, exclusive of the parkway trees), with said Plat of Easement/Plat of Dedication being in the form attached hereto as Exhibit "C" and made part hereof, all subject to the provisions of Section 4 below.

4. CONDITIONS PRECEDENT TO VILLAGES ACCEPTANCE OF THE PUBLIC IMPROVEMENTS. Prior to acceptance of the Public Improvements, the Bill of Sale and the Plat of Easement/Plat of Dedication by the VILLAGE, SRDA shall be required to provide the VILLAGE with the following:

- A. A letter of credit, with the VILLAGE as the beneficiary thereof, in the amount of ten percent (10%) of the cost of the Final Upgrade Plan Work and in the form as typically required by the VILLAGE to secure the maintenance of public improvements, to secure the maintenance of the Public Improvements for a period of two (2) years from the date on which the VILLAGE accepts ownership of, and jurisdiction over, said Public Improvements;
- B. A check in the amount of the VILLAGE'S costs and expenses (including attorney's fees and staff time) incurred in processing the acceptance of the Public Improvements and in preparing this Agreement, as set forth on an itemized bill to be provided by the VILLAGE to SRDA; and
- C. An opinion from legal counsel to SRDA, addressed to the VILLAGE, confirming that SRDA has the legal authority to: i) transfer title to the Public Improvements to VILLAGE pursuant to the Bill of Sale; ii) grant the easements relative to the Utilities and parkway trees to the VILLAGE as set forth on and pursuant to the Plat of Easement/Plat of Dedication attached hereto as Exhibit

"C"; and iii) dedicate the Roadways (exclusive of the parkway trees) to the VILLAGE as set forth on and pursuant to the Plat of Easement/Plat of Dedication attached hereto as Exhibit "C".

5. OWNERSHIP/MAINTENANCE OF THE PUBLIC IMPROVEMENTS AFTER ACCEPTANCE.

Upon satisfaction of the conditions set forth in Section 4 above, and acceptance of the Public Improvements, Bill of Sale and Plat of Easement/Plat of Dedication (Exhibit "C") by the VILLAGE, the ownership and maintenance, repair and replacement obligation relative to the Public Improvements shall be solely the VILLAGE'S, subject to the VILLAGE'S ability to call, in whole or in part, the maintenance letter of credit referenced in Section 4A above.

6. INDEMNIFICATION OF VILLAGE. SRDA shall indemnify and hold harmless the VILLAGE, and its officers, agents and employees, 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 SRDA, or its officers, agents or employees, in the performance of this Agreement.

7. NOTICES. 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 SRDA

President  
St. Regis Development Association  
800 Roosevelt Road  
Building A, Suite 120  
Glen Ellyn, Illinois 60137

with a copy to:

Sidney G. Saltz  
Barnes & Thornburg  
2600 Chase Plaza  
10 South LaSalle Street  
Chicago, Illinois 60603

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.

8. COUNTERPARTS. 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.

9. ENTIRE AGREEMENT. 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.

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

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk, and SRDA, pursuant to the authority duly granted by the adoption of a [Motion/Resolution] by its Board of Directors, has caused this instrument to be signed by its President and attested by its Secretary.

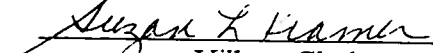
VILLAGE OF LOMBARD

ST. REGIS DEVELOPMENT ASSOCIATION

  
\_\_\_\_\_  
Village President

BY:   
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Village Clerk

DATED: January 17, 2002

DATED: \_\_\_\_\_

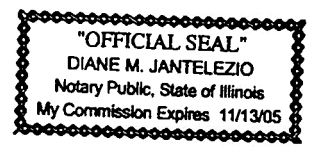
STATE OF ILLINOIS        )  
                                  )        SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named William J. Mueller and Suzan Kramer, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the said instrument, pursuant to authority given by said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth, and that said Village Clerk as custodian of the corporate seal of said Village, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village, for the uses an purposes therein set forth.

GIVEN under my hand and Notary Seal, this 17<sup>th</sup> day of January, 2002.

Diane M. Jantelezio  
Notary Public

My Commission Expires: 11-13-05



STATE OF ILLINOIS        )  
                                  )  
COUNTY OF DUPAGE        )        SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Michael Stahelin, personally known to me to be the President of the St. Regis Development Association, and also known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that as such President he signed and delivered the said instrument, pursuant to authority given by said Association, as his free and voluntary act, and as the free and voluntary act and deed of said Association, for the uses and purposes therein set forth, and that said President, as custodian of the corporate seal of said Association, caused said seal to be affixed to said instrument as said President's own free and voluntary act and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 10<sup>th</sup> day of January, 2002.

*Shirley Frances Tjerina*  
Notary Public

My Commission Expires: \_\_\_\_\_

