

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: Scott Niehaus, Village Manager

DATE: August 18, 2025 (COW) (B of T) **Date:** September 4, 2025

TITLE: Intergovernmental Agreement – Lombard Lagoon Park
Multi Modal Path – Temporary Easement

SUBMITTED BY: Carl Goldsmith, Director of Public Works 

BACKGROUND/POLICY IMPLICATIONS:

Staff is presenting an Intergovernmental Agreement (IGA) between the Village of Lombard and the Lombard Park District regarding the construction of a multimodal path along North Grace Street, adjacent to Lombard Lagoon Park. Under the agreement, the Park District will grant the Village a temporary construction easement to facilitate the path's construction.

FISCAL IMPACT/FUNDING SOURCE:

Review (as necessary):

Village Attorney	_____	Date	_____
Finance Director	_____	Date	_____
Village Manager	_____	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.



To: Scott Niehaus, Village Manager
 Through: Carl S. Goldsmith, Director of Public Works *g*
 From: David Gorman, P.E., Assistant Director *DGR*
 Date: August 18, 2025
 Subject: North Grace Street Resurfacing
 Intergovernmental Agreement – Lombard Lagoon
 (Temporary Easement)

Background

As part of the Village of Lombard's 2026–2035 Capital Improvement Plan, a roadway grind and overlay project is programmed for North Grace Street. Project limits extend from the Union Pacific Right-of-Way (just south of East St. Charles Road) to North Avenue (IL Route 64).

This project is funded through a combination of local and federal sources. The federal share is provided through the Surface Transportation Program (STP) as administered by the Illinois Department of Transportation (IDOT).

In addition to roadway resurfacing, the project scope includes storm sewer improvements, sidewalk upgrades to meet Americans with Disabilities Act (ADA) standards and eliminate trip hazards and the construction of a multi-modal pathway from St. Charles Road to just south of IL Route 64.

A portion of the new pathway will run adjacent to Lombard Lagoon Park. The Lombard Park District (LPD) has expressed support for the project, recognizing its benefit in improving connectivity between Lombard Lagoon Park and the Great Western Trail. The improvements will enhance pedestrian and cyclist safety, accessibility, and recreational access for both residents and visitors.

Temporary Easement

To complete the construction of the pathway, the Village will require a temporary grading easement on Park District property. This easement will allow for limited grading work and minor modifications to existing trail connections.

Due to the use of federal funding, the temporary easement must comply with applicable requirements set forth by the Federal Highway Administration (FHWA) and IDOT.

The Park District will not be responsible for any project costs or future maintenance of the new pathway. The temporary easement will function as a right-of-entry and temporary use agreement. Upon project completion, each entity will retain full jurisdiction and maintenance responsibilities for its respective property.

Intergovernmental Agreement

The attached Intergovernmental Agreement (IGA) between the Village of Lombard and the Lombard Park District formally establishes the terms of the temporary grading easement. The Park District Board is expected to consider and act on the IGA at its meeting scheduled for August 26, 2025.

Schedule

The bid opening date for the North Grace Street project is projected to be on IDOT letting for April 24, 2026. Construction is anticipated to begin in the early summer and continue through the 2026 construction season.

Recommendation

Village staff recommends that the Village President and Board of Trustees adopt AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT (Lombard Lagoon).

**RESOLUTION
R ____-25**

**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 between the Village of Lombard and the Lombard Park District regarding a temporary grading easement at Lombard Lagoon Park.

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 4th day of September 2025.

Ayes: _____

Nayes: _____

Absent: _____

Approved this 4th day of September 2025.

**Anthony Puccio
Village President**

ATTEST:

**Ranya Elkhatib
Village Clerk**

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE
LOMBARD PARK DISTRICT IN REGARD TO NORTH GRACE STREET IMPROVEMENTS
RESURFACING AND BIKE ACCOMMODATIONS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement"), is entered into this ____ day of _____, 2025, 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"). The PARK DISTRICT and VILLAGE are hereinafter sometimes referred to as a "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, the PARK DISTRICT is the record owner of the real property commonly known as "Lombard Lagoon Park" (the "Park"), which contains the waterbody commonly known as "Lombard Lagoon" (the "Lagoon"); the Park is legally described as follows:

Outlot A in Lombard Heights, a subdivision of part of the Northeast ¼ of Section 5, Township 39 North, Range 11 East of the Third Principal Meridian, DuPage County, Illinois;

P.I.N.: 06-05-200-012; and

WHEREAS, the VILLAGE desires to grade a portion of the Park for multi-use path construction on the adjacent public right-of-way, as depicted on attached Exhibit A; and

WHEREAS, the VILLAGE has agreed to finance the necessary multi-use path improvement work (hereinafter referred to as the "Multi-Use Path Improvement Work"); and

WHEREAS, the PARK DISTRICT, pursuant to a Plat of Easement recorded against the Park property as Document No. R2008-058264, has agreed to allow stormwater runoff to flow into the Lagoon; and nothing in this Agreement modifies, impairs, waives, expands, or otherwise alters any rights or obligations established by Document No. R2008-058264, all of which remain in full force and effect; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for 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, the Parties hereto agree as follows:

1. The recitals set forth above are made part hereof, as if set forth in full in this Section 1.
2. The Parties agree and acknowledge that this Agreement is applicable only to construction work performed in the Park, adjacent to the Lagoon, as depicted on Exhibit A, and is not applicable to other PARK DISTRICT property.
3. The Parties agree that the Multi-Use Path Improvement Work will consist of:
 - A. Limited grading within the Park.
 - B. Associated construction work to modify the existing trail connections.
 - C. During construction, access to existing hot-mix asphalt paths within the Park will be maintained.
 - D. Turf grass restoration of approximately 2,550 square feet of the Park.
 - E. After construction, landscaping will be restored to the existing condition.

The Parties further agree that the Multi-Use Path Improvement Work shall be advertised, competitively bid, and the contract will be awarded to the lowest responsible bidder.

4. The VILLAGE shall, at no cost to the PARK DISTRICT, design, bid, award a contract for, and construct the Multi-Use Path Improvement Work.
5. The VILLAGE'S selected consultant engineer (the "ENGINEER") shall prepare, at the VILLAGE'S expense, all design work related to the Multi-Use Path Improvement Work. The design work will be submitted to, and reviewed by, the PARK DISTRICT at 60% completion, 90% completion and at the final bid plan stage. Upon completion of the Multi-Use Path Improvement Work, the VILLAGE shall provide the PARK DISTRICT with a set of "as built" drawings.
6. The VILLAGE agrees to pay the contractor and the ENGINEER pursuant to its contracts with same, and agrees to administer and oversee both the engineering and construction contracts.
7. The PARK DISTRICT will grant all temporary easements, as identified in attached Exhibit A, necessary to perform and complete the Multi-Use Path Improvement Work.
8. Upon final completion of the Multi-Use Path Improvement Work, the Parties agree that the maintenance of the Park and the Lagoon, including the Multi-Use Path Improvement Work, shall be the sole obligation of the PARK DISTRICT.
9. The PARK DISTRICT 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 judgements in connection with any and all claims for damages of any kind that may arise, either directly or indirectly, out of the

acts or omissions of the PARK DISTRICT, or its officers, agents or employees, in the performance of this Agreement.

10. The VILLAGE shall indemnify and hold harmless the PARK DISTRICT, 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 judgements in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from the construction or design of the aforesaid Multi-Use Path Improvement Work, or out of the acts or omissions of the VILLAGE, or its officers, agents or employees, in the performance of this Agreement.
11. The VILLAGE shall require all contractors to name the PARK DISTRICT and its officers, agents and employees as additional insureds on insurance policies, with certificates of insurance to evidence same, plus indemnification from said contractors relative to claims against the District as a result of the construction of the Multi-Use Path Improvement Work. The VILLAGE will require the contractor to meet or exceed minimum levels of insurance, based on either the VILLAGE'S or the PARK DISTRICT'S requirements, whichever is more stringent.
12. **No Waiver of Tort Immunities; Damages.** Each Party retains all statutory and common-law immunities and defenses. No indirect, incidental, or consequential damages shall be recoverable under this Agreement.
13. The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes.
14. 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 the PARK DISTRICT:
Executive Director
Lombard Park District
227 W. Parkside
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.

15. 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.
16. 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, arrangement 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.
17. 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 Resolution by its Board of Trustees, has caused this Agreement to be executed by its Village President and attested by its Village Clerk, and the PARK DISTRICT, pursuant to the authority duly granted by the adoption of a Resolution by its Board of Commissioners, has caused this instrument to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

LOMBARD PARK DISTRICT

Village President

BY: _____
President

ATTEST:

ATTEST:

Village Clerk

Secretary

DATED: _____

DATED: _____

