
THE VILLAGE OF BLOOMINGDALE

DUPAGE COUNTY, ILLINOIS

RESOLUTION

NUMBER 2023-R-03

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF BLOOMINGDALE AND
THE BLOOMINGDALE PARK DISTRICT FOR THE WESTLAKE
PARK FIBER CONNECTION PROJECT**

Franco A. Coladipietro, Mayor
Pamela S. Hager, Village Clerk

Vincent Ackerman
William Belmonte
Bill Bolen
Frank Bucaro
Patrick Shannon
Judi Von Huben

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
on this the 23rd day of January, 2023

RESOLUTION NO. 2023-R-03

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BLOOMINGDALE AND THE BLOOMINGDALE
PARK DISTRICT FOR THE WESTLAKE PARK FIBER CONNECTION PROJECT**

WHEREAS, the Village of Bloomingdale, DuPage County, Illinois (the “Village”) is a home rule unit of local government under Article VIII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section 6, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1, et seq., allow units of local government to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the Village IS Department has identified inefficiencies in the current wireless data connection between Village Hall and the Bloomingdale Public Works Facility that requires longer wait time in opening large files and fails to adequately complete file back-up; and

WHEREAS, in evaluating the most cost-effective route the IS Department determined that installing a fiber conduit through Westlake Park would avoid existing utilities that crowd the ground along Edgewater Drive; and

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois, as follows:

Section 1. That the Village President and Village Clerk are each respectively authorized to execute and attest to the Intergovernmental Agreement between the Village of Bloomingdale and the Bloomingdale Park District in substantially the form attached hereto as Exhibit “A”.

Section 2. That this Resolution shall be in full force and effect after its passage and approval as required by law.

DECIDED pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Vincent Ackerman	X			
William Belmonte	X			
Bill Bolen	X			
Frank Bucaro	X			
Patrick Shannon	X			
Judi Von Huben	X			
Franco Coladipietro (if necessary)				
TOTAL	6	0	0	

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the 23rd day of January, 2023.



Franco A. Coladipietro, Village President

ATTEST:



Pamela S. Hager, Village Clerk

PROPERTY ADDRESS:

Westlake Park

Bloomingtondale, IL 60108

P.I.N.:

County: DuPage

Township:

**Return to:
Village Clerk**

(for Recorder's use only)

**LICENSE
FROM THE BLOOMINGDALE PARK DISTRICT TO
THE VILLAGE OF BLOOMINGDALE**

For and in consideration of the use of ten dollars and other good and valuable consideration from the Village of Bloomingtondale, an Illinois municipal corporation enjoying home rule powers ("Village"), the Bloomingtondale Park District, DuPage County, (hereinafter referred to as "District" or "Owner"), an Illinois unit of local government, does hereby license and permit the Village the non-exclusive right, permission and authority to enter upon a portion of a larger parcel of property owned by the District--commonly known as the Westlake Park--which specific portion is legally described in Exhibit A attached hereto ("License Premises"), for purposes of installing a fiber optic communication line.

The Village covenants and agrees to obtain all permits and to provide the District with the reasonable opportunity to comment upon any plans or specifications for any work to be performed by Village in the Licensed Premises. The Village will undertake the portion of work that involves installation of the line between April 2023 and July 2023. The District agrees not to obstruct access to the License Premises during that time period.

The Village further covenants and agrees to restore the Licensed Premises to as good or better condition as exists at the time of commencement of the installation work and further agrees to defend, indemnify and save harmless the District for any and all claims, demands, and causes, or causes of action, loss or damage which may occur by reason of the use of Licensed Premises by the Village, its employees, or its agents. Village shall be liable for making payment within 30 days of receipt of an invoice for reasonable damages to any

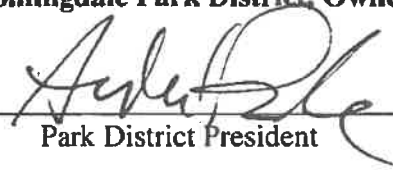
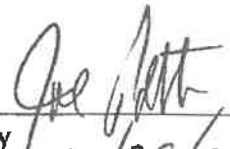
Property owned by the District and caused by the acts of Village, its agents or employees whether occurring within the Licensed Premises or the Property adjacent thereto.

This License shall terminate at the time of final completion of the fiber optic communication line but may be renewed from time to time for maintenance purposes.

The Bloomingdale Park District, under the laws of the State of Illinois hereby certifies that it is the Owner of the Premises and that as such Owner hereby grants to the Village, License described hereon for the uses and purposes therein set forth as allowed and provided for by statutes and does hereby acknowledge and adopt the same under the style and title aforesaid.

In witness whereof the said Bloomingdale Park District has caused this Certificate to be executed by its duly authorized officers and its corporate seal to be affixed this 21st day of November 2022.

Bloomingdale Park District, Owner

By:  Park District President
Attest:  Secretary
Date: 12/29/22

Accepted by the Village of Bloomingdale



By:  Village Administrator
Attest:  Clerk

EXHIBIT A

Legal Description of Licensed Premises

4836-0378-1738, v. 1

Prepared by: MAIL TO:
Village of Bloomingdale
201 S. Bloomingdale Rd.
Bloomingdale, IL
60100

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered by and between the Bloomingdale Park District, 172 S. Circle Avenue, Bloomingdale, IL (hereinafter referred to as GRANTOR), And the Village of Bloomingdale, 201 S. Bloomingdale Road, Bloomingdale, IL (hereinafter referred to as GRANTEE),

RECORDED
DU PAGE COUNTY
ILLINOIS

R95-021622

WITNESSETH

35
08/15
WHEREAS, GRANTOR represent and warrant that they own and have fee simple title to a certain tract of land located in the Village of Bloomingdale, DuPage County, Illinois, legally described in Exhibit "A", and shown in Exhibit "B"; and

WHEREAS, GRANTEE has requested GRANTOR to grant to the GRANTEE a permanent watermain and appurtenances easement over, under, and across GRANTOR'S property as shown in Exhibit "B" to install, construct, use, operate, maintain, alter, repair and replace a watermain with necessary appurtenances; and

WHEREAS, the GRANTOR is willing to grant to GRANTEE said easements in consideration of the terms, conditions and covenants hereinafter set forth;

WHEREAS, this Agreement is authorized by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et.seq. (1992)).

NOW, THEREFORE, in consideration of ten dollars (\$10.00) the receipt of which sum is hereby acknowledged and other good and valuable considerations, the GRANTOR does hereby give, grant and convey to GRANTEE the following described easements upon the terms, conditions and covenants hereinafter set forth:

95FEB23 AM 11:45

PERMANENT EASEMENT

A permanent easement to install, construct, use, operate, maintain, alter, repair and replace a watermain, with necessary appurtenances, on property legally described in Exhibit "A" and shown in Exhibit "B" attached hereto and made a part of this Agreement.

This Agreement is made upon the following terms, conditions and covenants:

1. That the Whereas clauses set forth above are incorporated herein by reference and made a part hereof as if fully set forth herein.
2. Upon completion of any watermain work, including installation, maintenance, alterations, repairs, or replacements GRANTEE shall promptly remove from GRANTOR'S property all construction materials and equipment, waste materials and debris and shall restore and leave GRANTOR'S property in a neat, clean and orderly condition, as it existed prior to said activity, to the GRANTOR'S specifications.
3. GRANTEE shall have the right of ingress and egress to and from said permanent easement area over GRANTOR'S property for the purpose of this easement including the right to survey and, from time to time upon consultation with Park District, prior to action, cut, trim and remove trees, brush and other obstructions within said area. All plant material removed or damaged will be replaced by GRANTEE at equal value to what was removed or damaged.
4. The provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon an inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
5. The rule of strict construction does not apply to this grant. This grant shall be given reasonable construction so that the intention of the parties to confer the useable right of enjoyment of the GRANTEE is carried out.

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6. The GRANTEE shall notify GRANTOR 45 days, or as much notice as possible under the circumstances, in advance of any work being performed as described in this Agreement.
7. The GRANTEE shall indemnify and hold GRANTOR harmless from any and all damages, claims, suits, actions, losses or liabilities arising out of the installation, construction, use, operation, maintenance, alteration, repair and replacement of the watermain and appurtenances to be placed in said easement area.
8. The easement granted herein is subject to prior easements, covenants, conditions and restrictions of record.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have hereunto set their hands and seals this 1st day of FEBRUARY, 1995.

By: *Stephen C. Schultz*
Bloomington Park District, GRANTOR

By: *[Signature]*
Village of Bloomington, GRANTEE
Robert G. Iden, President

ATTEST: *Harriet Ford*
Harriet Ford, Village Clerk

(SEAL)

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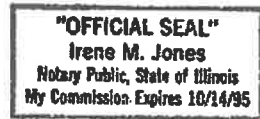
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Irene M. Jones a notary public in and for Du Page County, Illinois, do hereby certify that Robert Iden, Village President of the Village of Bloomingdale, and Harriet Ford, Village Clerk of said Village, personally 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 acknowledged that they signed and delivered the foregoing instrument, and affixed the corporate seal of said Village, as their free and voluntary act, and as the free and voluntary act of said Village, with full authority to do so and full knowledge of its contents, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of January, A.D., 1995.

Irene M. Jones
Notary Public

My Commission Expires: 10/14/95



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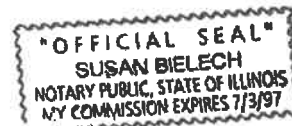
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SUSAN Bielech, a notary public in Cook County, Illinois, do hereby certify that STEPHEN C. SCHULTZ personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument, as their free and voluntary act, with full authority to do so and full knowledge of its contents, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of JANUARY, A.D., 1995.

Susan Bielech
Notary Public

My commission expires: 7/3/97



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EXHIBIT "A"

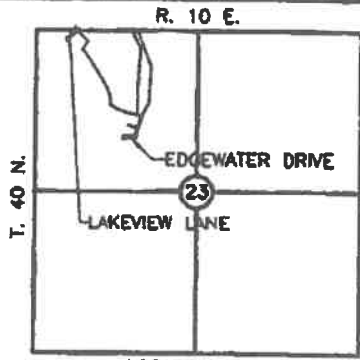
The Bloomingdale Park District Assessment Plat, Part of Lots 1 and 2 of Lake Shore Recreation Park, Part of the Northwest Quarter of Section 23, Township 40 North, Range 10 east of the Third Principal Meridian in Bloomingdale, DuPage County, Illinois, recorded as Document R74-060551.

P.L.N. 02-23-100-018

C/R/A Westlake Park
Bloomingdale, IL
60108

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14.



LOCATION MAP
SCALE: [REDACTED]

VILLAGE OF BLOOMINGDALE
BLOOMINGDALE, ILLINOIS

PLAT OF EASEMENT DEDICATION

PART OF THE N.W. 1/4 OF SECTION 23 IN
T. 40 N., R. 10 E., OF THE 3rd P.M. IN
DU PAGE COUNTY, ILLINOIS

	SCALE 1"=200'	JOB NO.
	DATE 11/10/04	93291-02

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