

**FIRST AMENDMENT TO  
AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF LOMBARD AND  
THE YORK TOWNSHIP HIGHWAY COMMISSIONER  
REGARDING IMPROVEMENTS TO MADISON STREET**

JUN - 1 2012

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the "FIRST AMENDMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the VILLAGE OF LOMBARD (the "VILLAGE") and the YORK TOWNSHIP HIGHWAY COMMISSIONER (the "COMMISSIONER"). The VILLAGE and the COMMISSIONER are hereinafter sometimes referred to collectively as the "Parties."

**WITNESSETH**

**WHEREAS**, the VILLAGE and the COMMISSIONER entered into AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE YORK CENTER HIGHWAY COMMISSIONER REGARDING IMPROVEMENTS TO MADISON STREET, dated June 17, 2010 (the "ORIGINAL AGREEMENT"); and

**WHEREAS**, the VILLAGE and the COMMISSIONER desire to amend certain provisions of the ORIGINAL AGREEMENT, so as to provide for an alternate way for the COMMISSIONER to compensate the VILLAGE for the COMMISSIONER'S share of the cost of the PROJECT (as defined in the ORIGINAL AGREEMENT); 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 COMMISSIONER to enter into this FIRST AMENDMENT;

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

1. That Section 6 of the ORIGINAL AGREEMENT is hereby amended by adding the following to the end thereof:

"Payment to the VILLAGE, for the COMMISSIONER'S share of the PROJECT costs, as provided for under this Section, shall be made by the COMMISSIONER as follows:

- A. The COMMISSIONER shall, during July and August of 2012, proceed with the resurfacing of School Street, from Roosevelt Road to 14<sup>th</sup> Street, and 14<sup>th</sup> Street, from Meyers Road West, to a point 750 feet West of the West right-of-way line of Meyers Road, (hereinafter referred to as the "RESURFACING"), as part of a roadway resurfacing project relative to roadways under the jurisdiction of the COMMISSIONER, notwithstanding the fact that the aforementioned portions of School Street and 14<sup>th</sup> Street are under the jurisdiction of the VILLAGE; said RESURFACING being described and depicted in more detail on Exhibit "D" attached hereto and made part hereof.
- B. Upon Completion of the RESURFACING, the COMMISSIONER shall provide the VILLAGE with the actual cost incurred by the COMMISSIONER relative to the RESURFACING, along with documentation to support said amount.
- C. Upon completion of the PROJECT, the VILLAGE shall provide the COMMISSIONER with the actual cost incurred for the construction of the "Non-Village Improvements" as set forth on Exhibit "B", along with documentation to support said amount. The COMMISSIONER shall, within sixty (60) days of receipt of the foregoing, pay to the VILLAGE the amount of the actual cost of the "Non-Village Improvements," minus the actual cost of the RESURFACING."

2. That the ORIGINAL AGREEMENT is hereby amended by adding a new Section 13 thereto, which shall read in its entirety as follows:

"13. The COMMISSIONER shall require all contractors working on the RESURFACING to name the VILLAGE and its elected officials, officers, agents and employees as additional insureds on all insurance policies relative to the RESURFACING, with certificates of insurance to evidence same being tendered to the VILLAGE, and shall require any such contractors to indemnify and hold harmless the VILLAGE, and its elected officials, officers, agents and employees, relative to claims against the VILLAGE and its elected officials, officers, agents or employees as a result of or arising out of the RESURFACING. The COMMISSIONER will require the RESURFACING contractors to meet or exceed minimum levels of insurance, based on either the COMMISSIONER'S or the VILLAGE'S requirements, whichever are more stringent."

3. That the ORIGINAL AGREEMENT is hereby amended by adding Exhibit "D", attached hereto and made part hereof, as Exhibit "D" to the ORIGINAL AGREEMENT.

4. That all portions of the ORIGINAL AGREEMENT, not amended hereby, shall remain in full force and effect.

5. This FIRST AMENDMENT 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 FIRST AMENDMENT.


6. This FIRST AMENDMENT shall be deemed dated and become effective on the date the last of the Parties executes this FIRST AMENDMENT, as set forth below.

IN WITNESS WHEREOF, the VILLAGE and the COMMISSIONER, pursuant to the authority duly granted, have caused this FIRST AMENDMENT to be signed by their respective authorized corporate authorities.

VILLAGE OF LOMBARD

  
\_\_\_\_\_  
William J. Mueller, Village President

YORK TOWNSHIP  
HIGHWAY COMMISSIONER

  
\_\_\_\_\_  
Dick Schroeder, Highway Commissioner

ATTEST:

  
\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

Dated: 5/28/12

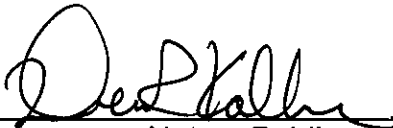
Dated: 6/2/12

**ACKNOWLEDGMENT**

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 William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21st day of June, 2012.

  
\_\_\_\_\_  
Notary Public



**ACKNOWLEDGMENT**

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 Dick Schroeder, personally known to me to be the York Township Highway Commissioner, and 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, as such York Township Highway Commissioner, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said York Township Highway Commissioner, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 28 day of May, 2012.

Shawn Kuderna  
Notary Public

# York Township - 14th Street & School Street

