

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF LOMBARD AND  
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87  
IN REGARD TO GLENBARD EAST HIGH SCHOOL**

THIS AGREEMENT, entered into this 21<sup>ST</sup> day of FEBRUARY, 2008, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and the BOARD OF EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87, DuPage County, Illinois (hereinafter referred to as the "SCHOOL DISTRICT").

**WITNESSETH**

**WHEREAS**, the SCHOOL DISTRICT is the record owner of certain property, commonly known as Glenbard East High School (hereinafter referred to as the "School Property"); said School Property being generally located at the Southwest corner of Main Street and Wilson Avenue, with the common address of 1014 South Main Street, Lombard, Illinois, and identified by permanent tax index number 06-18-402-004; and

**WHEREAS**, the VILLAGE is proceeding with a construction project known as the Main Street Access Improvement Project, which will improve a portion of Main Street immediately adjacent to the School Property (hereinafter referred to as the "Main Street Project"), the parameters of said Main Street Project being depicted on Exhibit "A" attached hereto and made part hereof; and

**WHEREAS**, in an effort to save the SCHOOL DISTRICT both time and money, the VILLAGE has offered to construct certain improvements on the School Property, as part of the Main Street Project, which would provide for better access from the School Property onto Main Street (hereinafter referred to as the "Access Improvements"),

provided the SCHOOL DISTRICT reimburses the VILLAGE for the cost of the Access Improvements; said Access Improvements being more particularly depicted on Exhibit "B" attached hereto and made part hereof; and

**WHEREAS**, the SCHOOL DISTRICT and the VILLAGE desire to work cooperatively with respect to the construction of the Access Improvements as part of the Main Street Project; and

**WHEREAS**, the SCHOOL DISTRICT and VILLAGE desire to set forth their respective obligations, relative to the construction and financing of the Access Improvements; 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 SCHOOL DISTRICT 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. COVERAGE OF AGREEMENT. The parties hereto agree and acknowledge that this Agreement is applicable only to the Access Improvements, to be constructed as part of the Main Street Project, on the School Property, and is expressly contingent on obtaining the approvals and legislative acts required, if any, from or by DuPage County, the DuPage County Regional Superintendent of Schools' Office, the VILLAGE and the SCHOOL DISTRICT.

### 3. SURVEY, DESIGN AND CONSTRUCTION OF ACCESS IMPROVEMENTS.

The VILLAGE shall proceed with the surveying work, design and construction of the Access Improvements as part of the Main Street Project, with the estimated construction costs associated with said Access Improvements being sixty-nine thousand five hundred forty-six and 50/100 dollars (\$69,546.50); all as more fully set forth on Exhibit "C" attached hereto and made part hereof. Notwithstanding the estimated amount as set forth above and in Exhibit "C," the actual costs associated with the construction of the Access Improvements, as part of the Main Street Project, shall be reimbursed to the VILLAGE, by the SCHOOL DISTRICT, upon receipt of an itemized bill(s) for said costs from the VILLAGE, in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), with said actual costs being capped at an amount not to exceed seventy thousand and no/100 dollars (\$70,000.00). In the event that the bids that are received by the VILLAGE result in a proposed cost for the Access Improvements of in excess of seventy thousand and no/100 dollars (\$70,000.00), the VILLAGE and the SCHOOL DISTRICT shall meet to determine whether the SCHOOL DISTRICT will agree to pay the amount in excess of seventy thousand and no/100 dollars (\$70,000.00) or whether the scope of the Access Improvements work will be revised to bring the cost thereof down to an amount of seventy thousand and no/100 dollars (\$70,000.00) or less. In either case, the SCHOOL DISTRICT shall provide the VILLAGE with a written confirmation of its decision. In regard to proceeding with the Main Street Project, the VILLAGE shall take reasonable measures to endeavor to complete the Main Street Project (exclusive of the traffic signal



work, which will likely take longer to complete), including the Access Improvements, prior to the start of the 2008-2009 school year.

4. CONVEYANCE OF ACCESS IMPROVEMENTS BY BILL OF SALE AND MAINTENANCE THEREAFTER. Upon completion of the Access Improvements and confirmation by the SCHOOL DISTRICT that said Access Improvements have been constructed in substantial compliance with the plans and specifications therefore, pursuant to a review by the SCHOOL DISTRICT of a set of "as-built" drawings for said Access Improvements to be provided by the VILLAGE to the SCHOOL DISTRICT, the VILLAGE shall convey said Access Improvements to the SCHOOL DISTRICT, pursuant to a Bill of Sale, with the SCHOOL DISTRICT thereafter having the sole ownership of and maintenance obligation relative to said Access Improvements.

5. EASEMENTS FOR SURVEYING, DESIGN AND CONSTRUCTION. To facilitate the construction of the Main Street Project and the Access Improvements, the SCHOOL DISTRICT hereby grants to the VILLAGE those temporary and permanent easements as set forth on the Plat of Easement attached hereto as Exhibit "D" and made part hereof; said Exhibit "D" being hereby approved by the SCHOOL DISTRICT.

6. VILLAGE INDEMNIFICATION OF SCHOOL DISTRICT. The VILLAGE shall indemnify and hold harmless the SCHOOL 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 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 the VILLAGE, or its officers, agents, employees, consultants or contractors, in the performance of this Agreement. The VILLAGE further agrees to



require any contractor to include the SCHOOL DISTRICT, and its elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the Access Improvements, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to the SCHOOL DISTRICT.

7. SCHOOL DISTRICT INDEMNIFICATION OF VILLAGE. The SCHOOL 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 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 the SCHOOL DISTRICT, or its officers, agents or employees, in the performance of this Agreement.

8. 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, Illinois 60148

B. If to the SCHOOL DISTRICT

Superintendent  
Glenbard Township High  
School District No. 87

  
\_\_\_\_\_

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.

9. 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.

10. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them regarding 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.

11. 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 the SCHOOL DISTRICT, pursuant to the authority duly granted by the adoption of a [Motion/ Resolution] by its Board of Education, has caused this instrument to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

  
Village President

BOARD OF EDUCATION OF  
GLENBARD TOWNSHIP  
HIGH SCHOOL DISTRICT NO. 87,  
DuPAGE COUNTY, ILLINOIS

By:   
President

ATTEST:

*Bridgette O'Brien*  
Village Clerk

Dated: *Feb 21, 2008*

ATTEST:

*J. A. [Signature]*  
Secretary

Dated: *February 11, 2008*



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 Brigitte O'Brien, personally known to me to be the Village President and Village Clerk 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 signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, 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 of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 22nd day of February, 2008.

Barbara A Johnson  
Notary Public

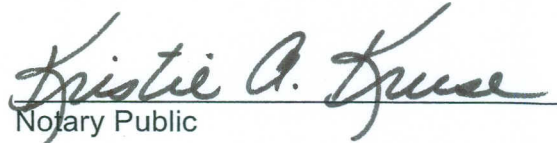
My Commission Expires: June 10, 2009



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 David C. Brown and Jo Ahrens, personally known to me to be the President and Secretary of Board of Education of Glenbard Township High School District No. 87, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Board of Education of Glenbard Township High School District No. 87, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Education of Glenbard Township High School District No. 87, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Board of Education of Glenbard Township High School District No. 87, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Board of Education of Glenbard Township High School District No. 87, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 11th day of February, 2008.

  
Notary Public

My Commission Expires: 03/16/2012



**Exhibit "A"**  
**Main Street Project  
Parameters**



**Exhibit "B"**

**Access Improvements**



**Exhibit "C"**

**Access Improvements  
Estimated Costs**



MAI :ET  
ACCESS IN :VEMENT  
ENGINEER'S ESTIMATE OF COST

CODED PAY ITEM NO.	DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	PERCENT
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	28	\$20.00	\$560.00	0.12%
20101000	TEMPORARY FENCE	FOOT	200	\$15.00	\$3,000.00	0.65%
20200100	EARTH EXCAVATION	CUYD	1138	\$25.00	\$28,450.00	6.20%
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CUYD	281	\$27.00	\$7,587.00	1.65%
20400800	FURNISHED EXCAVATION	CUYD	210	\$30.00	\$6,300.00	1.37%
20700420	POROUS GRANULAR EMBANKMENT, SUBGRADE	CUYD	281	\$30.00	\$8,430.00	1.84%
20800250	TRENCH BACKFILL, SPECIAL	CUYD	38	\$32.00	\$1,216.00	0.27%
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQYD	4135	\$2.00	\$8,270.00	1.80%
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQYD	1013	\$4.00	\$4,052.00	0.88%
21300010	EXPLORATION TRENCH, SPECIAL	FOOT	15	\$35.00	\$525.00	0.11%
25000400	NITROGEN FERTILIZER	POUND	13	\$5.00	\$65.00	0.01%
25000500	PHOSPHOROUS FERTILIZER	POUND	13	\$5.00	\$65.00	0.01%
25000600	POTASSIUM FERTILIZER	POUND	13	\$5.00	\$65.00	0.01%
25200110	SODDING, SALT TOLERANT	SQYD	1013	\$6.00	\$6,078.00	1.33%
25200200	SUPPLEMENTAL WATERING	UNIT	15	\$50.00	\$750.00	0.16%
28000510	INLET FILTER	EACH	13	\$200.00	\$2,600.00	0.57%
31101200	SUB-BASE GRANULAR MATERIAL, TYPE B 4"	SQYD	809	\$5.00	\$4,045.00	0.88%
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	781	\$2.50	\$1,952.50	0.43%
40600300	AGGREGATE (PRIME COAT)	TON	9	\$30.00	\$270.00	0.06%
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQYD	22	\$15.00	\$330.00	0.07%
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	1052	\$65.00	\$68,380.00	14.91%
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	339	\$70.00	\$23,730.00	5.18%
42000400	PORTLAND CEMENT CONCRETE PAVEMENT, 9"	SQYD	811	\$60.00	\$48,660.00	10.61%
42001300	PROTECTIVE COAT	SQYD	2079	\$1.50	\$3,118.50	0.68%
42300710	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQYD	27	\$42.00	\$1,134.00	0.25%
42300800	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH, SPECIAL	SQYD	169	\$45.00	\$7,605.00	1.66%
42400500	PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL	SQFT	4008	\$4.00	\$16,032.00	3.50%
42400800	DETECTABLE WARNINGS	SOFT	111	\$40.00	\$4,440.00	0.97%
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1-1/2"	SQYD	2684	\$5.00	\$13,420.00	2.93%
44000198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQYD	464	\$7.00	\$3,248.00	0.71%
44000200	DRIVEWAY PAVEMENT REMOVAL	SQYD	393	\$8.00	\$3,144.00	0.69%
44000300	CURB REMOVAL	FOOT	476	\$4.00	\$1,904.00	0.42%
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1779	\$5.00	\$8,895.00	1.94%
44000600	SIDEWALK REMOVAL	SQFT	3915	\$1.50	\$5,872.50	1.28%
44201341	CLASS C PATCHES, TYPE II, 9 INCH	SQYD	6	\$90.00	\$540.00	0.12%
44201729	CLASS D PATCHES, TYPE II, 7 INCH	SQYD	115	\$70.00	\$8,050.00	1.76%
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	218	\$40.00	\$8,720.00	1.90%
55100400	STORM SEWER REMOVAL 10"	FOOT	56	\$10.00	\$560.00	0.12%
60109510	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	120	\$25.00	\$3,000.00	0.65%
60200305	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	1	\$2,200.00	\$2,200.00	0.48%
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$2,600.00	\$2,600.00	0.57%
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	3	\$1,200.00	\$3,600.00	0.79%
60240220	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	EACH	4	\$2,000.00	\$8,000.00	1.74%
60260050	SANITARY MANHOLES TO BE RECONSTRUCTED	EACH	1	\$2,000.00	\$2,000.00	0.44%
60266910	VALVE BOXES TO BE REMOVED	EACH	1	\$350.00	\$350.00	0.08%
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1244	\$16.00	\$19,904.00	4.34%
60604200	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	942	\$25.00	\$23,550.00	5.14%
70101700	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	\$15,000.00	\$15,000.00	3.27%
72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	9	\$100.00	\$900.00	0.20%
72400600	RELOCATE SIGN PANEL ASSEMBLY - TYPE B	EACH	3	\$200.00	\$600.00	0.13%
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	175	\$12.00	\$2,100.00	0.46%
78003100	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LETTERS AND SYMBOLS	SQFT	208	\$20.00	\$4,160.00	0.91%
78003110	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 4"	FOOT	2677	\$5.00	\$13,385.00	2.92%
78003130	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 6"	FOOT	271	\$10.00	\$2,710.00	0.59%
78003150	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 12"	FOOT	139	\$20.00	\$2,780.00	0.61%
78003180	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 24"	FOOT	49	\$35.00	\$1,715.00	0.37%
78300100	PAVEMENT MARKING REMOVAL	SQFT	1279	\$3.00	\$3,837.00	0.84%

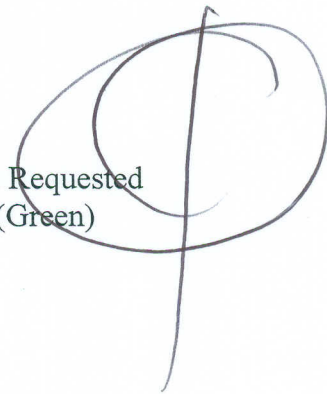
VILLAGE QUANTITY	VILLAGE COST
160	\$2,400.00
1000	\$25,000.00
281	\$7,587.00
191	\$5,730.00
281	\$8,430.00
38	\$1,216.00
3493	\$6,986.00
528	\$2,112.00
15	\$525.00
7	\$35.00
7	\$35.00
7	\$35.00
528	\$3,168.00
8	\$400.00
13	\$2,600.00
727	\$3,635.00
699	\$1,747.50
7	\$210.00
22	\$330.00
1052	\$68,380.00
293	\$20,510.00
811	\$48,660.00
1696	\$2,544.00
27	\$1,134.00
44	\$1,980.00
2695	\$10,780.00
21	\$840.00
2684	\$13,420.00
229	\$1,832.00
127	\$508.00
1737	\$8,685.00
2695	\$4,042.50
6	\$540.00
115	\$8,050.00
218	\$8,720.00
56	\$560.00
120	\$3,000.00
1	\$2,200.00
1	\$2,600.00
3	\$3,600.00
4	\$8,000.00
1	\$2,000.00
1	\$350.00
853	\$13,648.00
942	\$23,550.00
0.65	\$9,750.00
9	\$900.00
3	\$600.00
128	\$1,536.00
135	\$2,700.00
2357	\$11,785.00
141	\$1,410.00
78	\$1,560.00
25	\$875.00
1279	\$3,837.00

HIGH SCHOOL QUANTITY	HIGH SCHOOL COST
28	\$560.00
40	\$600.00
138	\$3,450.00
19	\$570.00
642	\$1,284.00
485	\$1,940.00
6	\$30.00
6	\$30.00
6	\$30.00
485	\$2,910.00
7	\$350.00
82	\$410.00
82	\$205.00
2	\$60.00
46	\$3,220.00
125	\$5,625.00
1313	\$5,252.00
90	\$3,600.00
464	\$3,248.00
164	\$1,312.00
349	\$1,396.00
42	\$210.00
1220	\$1,830.00
391	\$6,256.00
0.35	\$5,250.00
3	\$600.00
47	\$564.00
73	\$1,460.00
320	\$1,600.00
130	\$1,300.00
81	\$1,220.00
24	\$840.00

**Exhibit "D"**  
**Plat of Easement**



**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:** William T. Lichter, Village Manager

**DATE:** February 13, 2008 (COW) (B of T)      **Date:** February 21, 2008

**TITLE:** Main Street Access Improvements – IGA with Glenbard School District 87

**SUBMITTED BY:** David P. Gorman, P.E., Acting Director of Public Works *DPT*

**BACKGROUND/POLICY IMPLICATIONS:**

Please see attached InterGovernmental Agreement (IGA).

**FISCAL IMPACT/FUNDING SOURCE:**

No direct cost

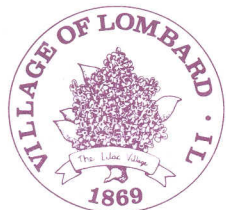
Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X \_\_\_\_\_ 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.



## InterOffice Memo



**To:** William T. Lichter, Village Manager  
**Through:** David P. Gorman, P.E., Acting Director of Public Works *DPG*  
**From:** David A. Dratnol, P.E., Village Engineer  
**Date:** February 13, 2008  
**Subject:** Intergovernmental Agreement with Glenbard School District 87 regarding Main Street Access Improvements in Front of Glenbard East High School.

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The Village of Lombard is planning to widen and improve Main Street from Roosevelt Road to Wilson Avenue. To address traffic and safety concerns in front of Glenbard East High School it was determined that at the entrance to the south parking lot there would need to be a signal and turn lane both on Main Street and at the entrance. To complete the work on the school property and to address other roadway issues, it is necessary to enter into an Intergovernmental Agreement (IGA).

The IGA was drafted by the Village Staff and agreed to by the School Board on February 11, 2008. Staff recommends that the Village Board vote to give the Village President authority to sign the agreement.

Please present this document and resolution to the President and Board of Trustees for their review at their regular meeting of February 21, 2008.

DAD/pk

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2. COVERAGE OF AGREEMENT. The parties hereto agree and acknowledge that this Agreement is applicable only to the Access Improvements, to be constructed as part of the Main Street Project, on the School Property, and is expressly contingent on obtaining the approvals and legislative acts required, if any, from or by DuPage County, the DuPage County Regional Superintendent of Schools' Office, the VILLAGE and the SCHOOL DISTRICT.



### 3. SURVEY, DESIGN AND CONSTRUCTION OF ACCESS IMPROVEMENTS.

The VILLAGE shall proceed with the surveying work, design and construction of the Access Improvements as part of the Main Street Project, with the estimated construction costs associated with said Access Improvements being sixty-nine thousand five hundred forty-six and 50/100 dollars (\$69,546.50); all as more fully set forth on Exhibit "C" attached hereto and made part hereof. Notwithstanding the estimated amount as set forth above and in Exhibit "C," the actual costs associated with the construction of the Access Improvements, as part of the Main Street Project, shall be reimbursed to the VILLAGE, by the SCHOOL DISTRICT, upon receipt of an itemized bill(s) for said costs from the VILLAGE, in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), with said actual costs being capped at an amount not to exceed seventy thousand and no/100 dollars (\$70,000.00). In the event that the bids that are received by the VILLAGE result in a proposed cost for the Access Improvements of in excess of seventy thousand and no/100 dollars (\$70,000.00), the VILLAGE and the SCHOOL DISTRICT shall meet to determine whether the SCHOOL DISTRICT will agree to pay the amount in excess of seventy thousand and no/100 dollars (\$70,000.00) or whether the scope of the Access Improvements work will be revised to bring the cost thereof down to an amount of seventy thousand and no/100 dollars (\$70,000.00) or less. In either case, the SCHOOL DISTRICT shall provide the VILLAGE with a written confirmation of its decision. In regard to proceeding with the Main Street Project, the VILLAGE shall take reasonable measures to endeavor to complete the Main Street Project (exclusive of the traffic signal



work, which will likely take longer to complete), including the Access Improvements, prior to the start of the 2008-2009 school year.

4. CONVEYANCE OF ACCESS IMPROVEMENTS BY BILL OF SALE AND MAINTENANCE THEREAFTER. Upon completion of the Access Improvements and confirmation by the SCHOOL DISTRICT that said Access Improvements have been constructed in substantial compliance with the plans and specifications therefore, pursuant to a review by the SCHOOL DISTRICT of a set of "as-built" drawings for said Access Improvements to be provided by the VILLAGE to the SCHOOL DISTRICT, the VILLAGE shall convey said Access Improvements to the SCHOOL DISTRICT, pursuant to a Bill of Sale, with the SCHOOL DISTRICT thereafter having the sole ownership of and maintenance obligation relative to said Access Improvements.

5. EASEMENTS FOR SURVEYING, DESIGN AND CONSTRUCTION. To facilitate the construction of the Main Street Project and the Access Improvements, the SCHOOL DISTRICT hereby grants to the VILLAGE those temporary and permanent easements as set forth on the Plat of Easement attached hereto as Exhibit "D" and made part hereof; said Exhibit "D" being hereby approved by the SCHOOL DISTRICT.

6. VILLAGE INDEMNIFICATION OF SCHOOL DISTRICT. The VILLAGE shall indemnify and hold harmless the SCHOOL 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 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 the VILLAGE, or its officers, agents, employees, consultants or contractors, in the performance of this Agreement. The VILLAGE further agrees to

require any contractor to include the SCHOOL DISTRICT, and its elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the Access Improvements, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to the SCHOOL DISTRICT.

7. SCHOOL DISTRICT INDEMNIFICATION OF VILLAGE. The SCHOOL 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 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 the SCHOOL DISTRICT, or its officers, agents or employees, in the performance of this Agreement.

8. 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:  | B. If to the SCHOOL DISTRICT   |
| Village Manager<br>Village of Lombard<br>255 East Wilson Avenue<br>Lombard, Illinois 60148 | Superintendent<br>Glenbard Township High<br>School District No. 87<br><br>_____<br>_____ |

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.

9. 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.

10. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them regarding 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.

11. 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 the SCHOOL DISTRICT, pursuant to the authority duly granted by the adoption of a [Motion/ Resolution] by its Board of Education, has caused this instrument to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

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

BOARD OF EDUCATION OF  
GLENBARD TOWNSHIP  
HIGH SCHOOL DISTRICT NO. 87,  
DuPAGE COUNTY, ILLINOIS

By: \_\_\_\_\_  
President



ATTEST:

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

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

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 Brigitte O'Brien, personally known to me to be the Village President and Village Clerk 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 signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, 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 of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

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

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 \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of Board of Education of Glenbard Township High School District No. 87, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Board of Education of Glenbard Township High School District No. 87, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Education of Glenbard Township High School District No. 87, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Board of Education of Glenbard Township High School District No. 87, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Board of Education of Glenbard Township High School District No. 87, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

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

**Exhibit "A"**  
**Main Street Project  
Parameters**



**Exhibit "B"**  
**Access Improvements**

Proposed Temporary Construction Easement

92.16'

143.92'

137.92'

62.21'

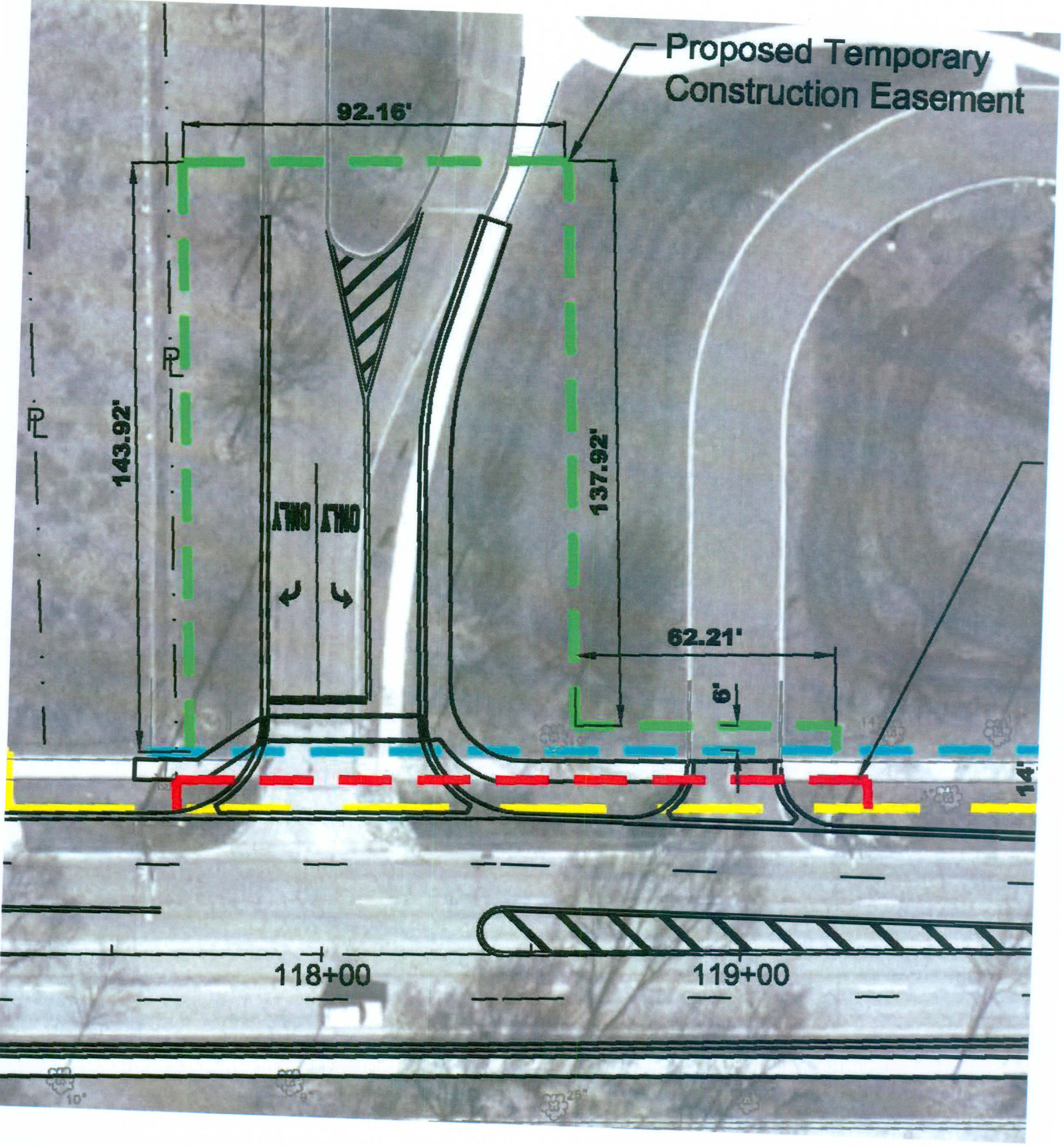
6'

118+00

119+00

14'

ONLY ONLY



**Exhibit "C"**

**Access Improvements  
Estimated Costs**



MAINTENANCE  
ACCESS IMPROVEMENT  
ENGINEER'S ESTIMATE OF COST

CODED PAY ITEM NO.	DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	PERCENT
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	28	\$20.00	\$560.00	0.12%
20101000	TEMPORARY FENCE	FOOT	200	\$15.00	\$3,000.00	0.65%
20200100	EARTH EXCAVATION	CUYD	1138	\$25.00	\$28,450.00	6.20%
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CUYD	281	\$27.00	\$7,587.00	1.65%
20400800	FURNISHED EXCAVATION	CUYD	210	\$30.00	\$6,300.00	1.37%
20700420	POROUS GRANULAR EMBANKMENT, SUBGRADE	CUYD	281	\$30.00	\$8,430.00	1.84%
20800250	TRENCH BACKFILL, SPECIAL	CUYD	38	\$32.00	\$1,216.00	0.27%
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQYD	4135	\$2.00	\$8,270.00	1.80%
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQYD	1013	\$4.00	\$4,052.00	0.88%
21300010	EXPLORATION TRENCH, SPECIAL	FOOT	15	\$35.00	\$525.00	0.11%
25000400	NITROGEN FERTILIZER	POUND	13	\$5.00	\$65.00	0.01%
25000500	PHOSPHOROUS FERTILIZER	POUND	13	\$5.00	\$65.00	0.01%
25000600	POTASSIUM FERTILIZER	POUND	13	\$5.00	\$65.00	0.01%
25200110	SODDING, SALT TOLERANT	SQYD	1013	\$6.00	\$6,078.00	1.33%
25200200	SUPPLEMENTAL WATERING	UNIT	15	\$50.00	\$750.00	0.16%
28000510	INLET FILTER	EACH	13	\$200.00	\$2,600.00	0.57%
31101200	SUB-BASE GRANULAR MATERIAL, TYPE B 4"	SQYD	809	\$5.00	\$4,045.00	0.88%
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	781	\$2.50	\$1,952.50	0.43%
40600300	AGGREGATE (PRIME COAT)	TON	9	\$30.00	\$270.00	0.06%
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQYD	22	\$15.00	\$330.00	0.07%
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	1052	\$65.00	\$68,380.00	14.91%
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	339	\$70.00	\$23,730.00	5.18%
42000400	PORTLAND CEMENT CONCRETE PAVEMENT, 9"	SQYD	811	\$60.00	\$48,660.00	10.61%
42001300	PROTECTIVE COAT	SQYD	2079	\$1.50	\$3,118.50	0.68%
42300710	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQYD	27	\$42.00	\$1,134.00	0.25%
42300800	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH, SPECIAL	SQYD	169	\$45.00	\$7,605.00	1.66%
42400500	PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL	SQYD	4008	\$4.00	\$16,032.00	3.50%
42400800	DETECTABLE WARNINGS	SOFT	111	\$40.00	\$4,440.00	0.97%
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1-1/2"	SQYD	2684	\$5.00	\$13,420.00	2.93%
44000198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQYD	464	\$7.00	\$3,248.00	0.71%
44000200	DRIVEWAY PAVEMENT REMOVAL	SQYD	393	\$8.00	\$3,144.00	0.69%
44000300	CURB REMOVAL	FOOT	476	\$4.00	\$1,904.00	0.42%
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1779	\$5.00	\$8,895.00	1.94%
44000600	SIDEWALK REMOVAL	SOFT	3915	\$1.50	\$5,872.50	1.28%
44201341	CLASS C PATCHES, TYPE II, 9 INCH	SQYD	6	\$90.00	\$540.00	0.12%
44201729	CLASS D PATCHES, TYPE II, 7 INCH	SQYD	115	\$70.00	\$8,050.00	1.76%
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	218	\$40.00	\$8,720.00	1.90%
55100400	STORM SEWER REMOVAL 10"	FOOT	56	\$10.00	\$560.00	0.12%
60109510	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	120	\$25.00	\$3,000.00	0.65%
60200305	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	1	\$2,200.00	\$2,200.00	0.48%
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$2,600.00	\$2,600.00	0.57%
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	3	\$1,200.00	\$3,600.00	0.79%
60240220	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	EACH	4	\$2,000.00	\$8,000.00	1.74%
60260050	SANITARY MANHOLES TO BE RECONSTRUCTED	EACH	1	\$2,000.00	\$2,000.00	0.44%
60266910	VALVE BOXES TO BE REMOVED	EACH	1	\$350.00	\$350.00	0.08%
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1244	\$16.00	\$19,904.00	4.34%
60604200	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	942	\$25.00	\$23,550.00	5.14%
70101700	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	\$15,000.00	\$15,000.00	3.27%
72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	9	\$100.00	\$900.00	0.20%
72400600	RELOCATE SIGN PANEL ASSEMBLY - TYPE B	EACH	3	\$200.00	\$600.00	0.13%
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	175	\$12.00	\$2,100.00	0.46%
78003100	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LETTERS AND SYMBOLS	SOFT	208	\$20.00	\$4,160.00	0.91%
78003110	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 4"	FOOT	2677	\$5.00	\$13,385.00	2.92%
78003130	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 6"	FOOT	271	\$10.00	\$2,710.00	0.59%
78003150	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 12"	FOOT	139	\$20.00	\$2,780.00	0.61%
78003180	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 24"	FOOT	49	\$35.00	\$1,715.00	0.37%
78300100	PAVEMENT MARKING REMOVAL	SOFT	1279	\$3.00	\$3,837.00	0.84%

VILLAGE QUANTITY	VILLAGE COST
160	\$2,400.00
1000	\$25,000.00
281	\$7,587.00
191	\$5,730.00
281	\$8,430.00
38	\$1,216.00
3493	\$6,986.00
528	\$2,112.00
15	\$525.00
7	\$35.00
7	\$35.00
7	\$35.00
528	\$3,168.00
8	\$400.00
13	\$2,600.00
727	\$3,635.00
699	\$1,747.50
7	\$210.00
22	\$330.00
1052	\$68,380.00
293	\$20,510.00
811	\$48,660.00
1696	\$2,544.00
27	\$1,134.00
44	\$1,980.00
2695	\$10,780.00
21	\$840.00
2684	\$13,420.00
229	\$1,832.00
127	\$508.00
1737	\$8,685.00
2695	\$4,042.50
6	\$540.00
115	\$8,050.00
218	\$8,720.00
56	\$560.00
120	\$3,000.00
1	\$2,200.00
1	\$2,600.00
3	\$3,600.00
4	\$8,000.00
1	\$2,000.00
1	\$350.00
853	\$13,648.00
942	\$23,550.00
0.65	\$9,750.00
9	\$900.00
3	\$600.00
128	\$1,536.00
135	\$2,700.00
2357	\$11,785.00
141	\$1,410.00
78	\$1,560.00
25	\$875.00
1279	\$3,837.00

HIGH SCHOOL QUANTITY	HIGH SCHOOL COST
28	\$560.00
40	\$600.00
138	\$3,450.00
281	\$7,587.00
19	\$570.00
642	\$1,284.00
485	\$1,940.00
6	\$30.00
6	\$30.00
6	\$30.00
485	\$2,910.00
7	\$350.00
82	\$410.00
82	\$205.00
2	\$60.00
46	\$3,220.00
1313	\$5,252.00
90	\$3,600.00
464	\$3,248.00
164	\$1,312.00
349	\$1,396.00
42	\$210.00
1220	\$1,830.00
391	\$6,256.00
0.35	\$5,250.00
3	\$600.00
47	\$564.00
73	\$1,460.00
320	\$1,600.00
130	\$1,300.00
61	\$1,220.00
24	\$840.00

**Exhibit "D"**  
**Plat of Easement**