

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LOMBARD AND THE YORK
TOWNSHIP HIGHWAY COMMISSIONER IN REGARD TO THE WATER
TRANSMISSION MAIN FOR THE VILLAGE'S SOUTH BOOSTER STATION**

This Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT"), entered into this 20TH day of MARCH, 2008, by and between the Village of Lombard (hereinafter referred to as the "VILLAGE") and the York Township Highway Commissioner (hereinafter referred to as the "COMMISSIONER"). The VILLAGE and the COMMISSIONER are hereinafter sometimes individually referred to herein as a "PARTY" or collectively as the "PARTIES."

WITNESSETH

WHEREAS, the COMMISSIONER has jurisdiction over and maintains 14th Street, from Westmore-Meyers Road to School Street in unincorporated DuPage County, Illinois (hereinafter referred to as the "STREET"); and

WHEREAS, the VILLAGE is proceeding with the construction of a water booster station on the South side of 14th Street, just East of School Street, and desires to construct approximately three hundred five (305) lineal feet of sixteen (16) inch ductile iron water main and approximately two hundred fifty-five (255) lineal feet of twenty (20) inch ductile iron water main, including valves and valve vaults, in the right-of-way of 14th Street, from Westmore-Meyers Road to School Street, in relation thereto; said water mains, valves and valve vaults being dedicated on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "TRANSMISSION MAIN"); and

WHEREAS, the COMMISSIONER has no objection to the VILLAGE'S construction of the TRANSMISSION MAIN in the STREET, provided the

COMMISSIONER is held harmless from liability during construction and the STREET is properly restored after the construction of the TRANSMISSION MAIN; and

WHEREAS, the COMMISSIONER, by letter dated January 8, 2008, has provided the VILLAGE with specific terms and conditions which must be complied with by the VILLAGE relative to the construction of the TRANSMISSION MAIN in the STREET; a copy of said letter being attached hereto as Exhibit "B" and made part hereof (hereinafter referred to as the "CONSTRUCTION TERMS"); and

WHEREAS, the COMMISSIONER and the VILLAGE desire to work cooperatively with respect to the construction of the TRANSMISSION MAIN; and

WHEREAS, the COMMISSIONER and the VILLAGE desire to set forth their respective obligations, relative to the construction of the TRANSMISSION MAIN; 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 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 VILLAGE and the COMMISSIONER agree and acknowledge that this AGREEMENT is applicable only to the TRANSMISSION MAIN, to be constructed in the STREET, and is expressly contingent

on obtaining the approvals and legislative acts required, if any, from or by the VILLAGE and the COMMISSIONER.

3. SURVEY, DESIGN AND CONSTRUCTION OF ACCESS IMPROVEMENTS.

The VILLAGE shall proceed with the surveying work, design and construction of the TRANSMISSION MAIN in the STREET, at the VILLAGE'S sole cost and expense, with said construction to be in compliance with the CONSTRUCTION TERMS.

4. MAINTENANCE OF THE TRANSMISSION MAIN. Upon completion of the TRANSMISSION MAIN, the VILLAGE shall be the sole owner of, and shall be solely responsible for the maintenance and operation of, the TRANSMISSION MAIN, with any such future maintenance being in compliance with the CONSTRUCTION TERMS.

5. RIGHT-OF-WAY FOR SURVEYING, DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION. To facilitate the construction of the TRANSMISSION MAIN, and the subsequent maintenance and operation thereof, the COMMISSIONER hereby grants to the VILLAGE, and the VILLAGE'S officers, agents, employees, consultants and contractors, the right to enter upon the STREET for the purpose of surveying, designing, constructing, maintaining and operating the TRANSMISSION MAIN.

6. VILLAGE INDEMNIFICATION OF THE COMMISSIONER. The VILLAGE shall indemnify and hold harmless the COMMISSIONER, 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 furtherance of the activities contemplated by this AGREEMENT. The VILLAGE further agrees to require any contractor retained by the VILLAGE to include the COMMISSIONER, and its elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the construction, maintenance or operation of the TRANSMISSION MAIN, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to the COMMISSIONER, and to provide a certificate(s) of insurance to the COMMISSIONER in relation thereto.

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: | B. If to the COMMISSIONER: |
| Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148 | Highway Commissioner
York Township
19 W 475 Roosevelt Road
Lombard, Illinois 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.

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 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.

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 and the COMMISSIONER have caused this AGREEMENT to be duly executed by their respective corporate authorities.

VILLAGE OF LOMBARD

Date: 3/30/08

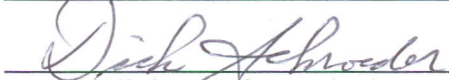
By: 
Village President

ATTEST:


Village Clerk

YORK TOWNSHIP HIGHWAY COMMISSIONER

Date: 3/10/08

By: 
Highway Commissioner

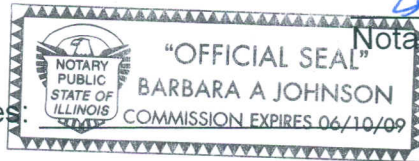
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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 21st day of March, 2008.

Barbara A Johnson

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 Richard Schroeder, personally known to me to be the Highway Commissioner of York Township, and also known to me to be the same person whose name is subscribed to the foregoing instrument as such Highway Commissioner, appeared before me this day in person and acknowledged that as such Highway Commissioner he signed and delivered the signed instrument, pursuant to his statutory authority, as his free and voluntary act, for the uses and purposes therein set forth.

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

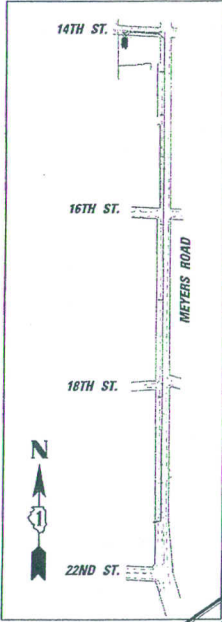
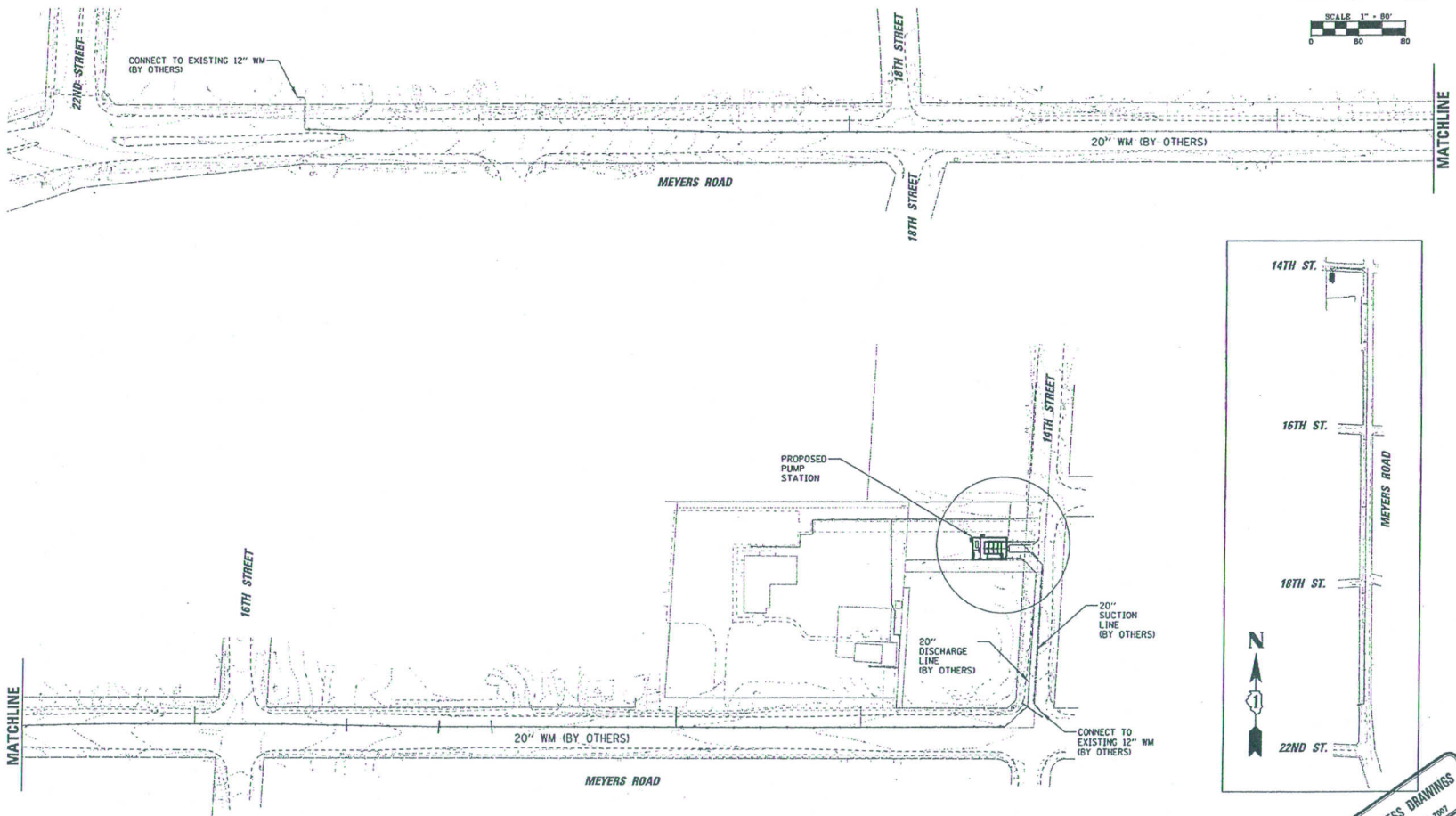
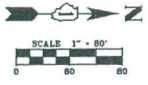
Susan L. Hall
Notary Public

My Commission Expires: 5/24/2008




Exhibit "A"

Depiction of Transmission Main



PROGRESS DRAWINGS
 OCTOBER 28, 2007

CB CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

CLIENT

Village of Lombard
 255 EAST WILSON AVENUE
 LOMBARD, IL 60148-3931
 (630) 620-5700

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL

DISGN: DS
 DRAWN: KWB
 CHECKED: KWB
 SCALE: 1" = 80'
 PLOT DATE: 10/28/2007
 FILE NAME: N:\Lombard\06357\Mech\BOOSTERSTATION\06357_04_85_Dwg.dwg

VILLAGE OF LOMBARD
SOUTH BOOSTER STATION
OVERALL PLAN

PROJ. NO. 06-357
 SHEET 04 OF 18
 DRAWING NO. 0V1

Exhibit "B"

Construction Terms

**(January 8, 2008 Letter from the
York Township Highway Commissioner to the Village of Lombard)**



York Township Highway Department

Dick Schroeder
Highway Commissioner

January 8, 2008

Mr. Frank Kalisik
Civil Engineer
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3931

RE: Water Transmission Main for the South Booster Station
Requirements

Dear Mr. Kalisik,

As per our conversation, in addition to the work permit that has been previously faxed to you, I wish to include this written notification of the requirements necessary for the water transmission project.

York Township Highway Department requires FA-6 sand only (no stone screening). It is to be placed in 12" lifts compacted to 95% standard density. We will need two 3" lifts of binder coarse, IL-19.0, N70. Our department also requires a 2" mill and overlay of surface coarse, mix "D", N70 from School Street to Meyers Road.

Prior to the initiation of the project, we also require you to obtain the following:

- \$5,000 cash bond which will be refunded after the completion of the overlay.
- A Certificate of Insurance listing York Township Highway Department as additionally insured.
- An Intergovernmental Agreement with the Village of Lombard holding the contractor responsible for the performance of our road for one year and to repair any problems observed.
- In this Intergovernmental Agreement, we need a Hold Harmless Agreement for the officers and employees of York Township Highway Department. Also include a statement that the Village of Lombard is responsible for the maintenance and operation of the water main.

If you have any questions regarding this matter, please feel free to contact me at the Highway Department.

Respectfully,

Dick Schroeder
York Township Highway Commissioner