

**RESOLUTION  
R 41-17**

**A RESOLUTION AUTHORIZING SIGNATURE OF  
PRESIDENT AND CLERK ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received The Fifth Amendment to an Agreement between the Village of Lombard and the York Township Highway Commissioner regarding the reconstruction of Madison Street between IL Route 53 and Finley Road.

**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 15<sup>th</sup> day of June, 2017.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston and Ware


Nays: None

Absent: Trustee Pike

Approved this 15<sup>th</sup> day of June, 2017.

  
**Keith T. Giagnorio**  
**Village President**

ATTEST:

  
**Sharon Kuderna**  
**Village Clerk**

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

This FIFTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the "FIFTH AMENDMENT") is entered into this 15<sup>th</sup> day of June, 2017, 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 TOWNSHIP HIGHWAY COMMISSIONER REGARDING IMPROVEMENTS TO MADISON STREET, dated June 17, 2010 (the "ORIGINAL AGREEMENT"); and

**WHEREAS**, the VILLAGE and the COMMISSIONER entered into a FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE YORK TOWNSHIP HIGHWAY COMMISSIONER REGARDING IMPROVEMENTS TO MADISON STREET, dated June 21, 2012 (the "FIRST AMENDMENT"); and

**WHEREAS**, the VILLAGE and the COMMISSIONER entered into a SECOND AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE YORK TOWNSHIP HIGHWAY COMMISSIONER REGARDING IMPROVEMENTS TO MADISON STREET, dated January 16, 2014 (the "SECOND AMENDMENT"); and

**WHEREAS**, the VILLAGE and the COMMISSIONER entered into a THIRD AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF

LOMBARD AND THE YORK TOWNSHIP HIGHWAY COMMISSIONER REGARDING IMPROVEMENTS TO MADISON STREET, dated July 16, 2015 (the "THIRD AMENDMENT"); and

**WHEREAS**, the VILLAGE and the COMMISSIONER entered into a FOURTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE YORK TOWNSHIP HIGHWAY COMMISSIONER REGARDING IMPROVEMENTS TO MADISON STREET, dated August 18, 2016 (the "FOURTH AMENDMENT" – the ORIGINAL AGREEMENT as amended by the FIRST AMENDMENT, the SECOND AMENDMENT, the THIRD AMENDMENT and the FOURTH AMENDMENT being hereinafter referred to as the "AMENDED AGREEMENT"); and

**WHEREAS**, the VILLAGE and the COMMISSIONER desire to amend certain provisions of the AMENDED AGREEMENT, relative to annexation of the properties abutting the ROADWAY (as defined in the AMENDED AGREEMENT), and street lighting relative to the PROJECT (as defined in the AMENDED 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 FIFTH 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 7 of the AMENDED AGREEMENT is hereby revised as follows:
  - A. The reference to "January 1, 2018," as contained therein, is revised to read, "January 1, 2023."
  - B. The following language shall be added to the end thereof: "Notwithstanding the foregoing, in the event that the owners of fifty percent (50%) or more of the lineal feet of unincorporated frontage abutting upon the ROADWAY petition the

VILLAGE for utility service (water and sanitary sewer service), the VILLAGE shall not be precluded from annexing properties within the limits of the PROJECT, and, upon any such annexation by the VILLAGE, no monetary refund shall be due the COMMISSIONER under this Section and Exhibit "C" attached hereto."

2. That Section 15 of the AMENDED AGREEMENT is hereby amended by revising the reference therein to "twenty-four (24) months," to read, "sixty (60) months."
3. That the AMENDED AGREEMENT is hereby amended by adding the following to the end of Exhibit "C":

"If the VILLAGE annexes the property between January 1, 2018 and December 31, 2018, the VILLAGE shall reimburse to the COMMISSIONER ten percent (10%) of the COMMISSIONER'S PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT.

If the VILLAGE annexes the property between January 1, 2019 and December 31, 2019, the VILLAGE shall reimburse to the COMMISSIONER seven and one-half percent (7.5%) of the COMMISSIONER'S PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT.

If the VILLAGE annexes the property between January 1, 2020 and December 31, 2020, the VILLAGE shall reimburse to the COMMISSIONER five percent (5%) of the COMMISSIONER'S PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT.

If the VILLAGE annexes the property between January 1, 2021 and December 31, 2021, the VILLAGE shall reimburse to the COMMISSIONER two and one-half percent (2.5%) of the COMMISSIONER'S PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT.

If the VILLAGE annexes the property between January 1, 2022 and December 31, 2022, the VILLAGE shall reimburse to the COMMISSIONER one percent (1%) of the COMMISSIONER'S PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT."

4. That all portions of the AMENDED AGREEMENT, not amended hereby, shall remain in full force and effect.
5. This FIFTH 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 FIFTH AMENDMENT.


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

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

VILLAGE OF LOMBARD

  
Keith Giagnorio, Village President

YORK TOWNSHIP  
HIGHWAY COMMISSIONER

  
Dick Schroeder, Highway Commissioner

ATTEST:

  
Sharon Kuderna, Village Clerk

Dated: 5/22/17

Dated: June 15th, 2017

**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 Keith Giagnorio and Sharon Kuderna, 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 15<sup>th</sup> day of June, 2017.

Karen J. Ellis  
Notary Public

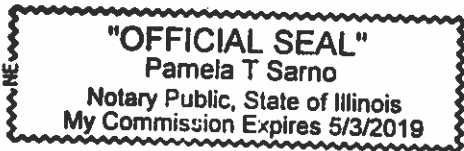


**ACKNOWLEDGMENT**

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 22<sup>nd</sup> day of may, 2017.



Pamela T Sarno  
Notary Public