

**RESOLUTION
R 53-15**

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

WHEREAS, the Corporate Authorities of the Village of Lombard have received The Third 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 16th day of July, 2015.

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

Nays: None

Absent: Trustee Ware

Approved this 16th day of July, 2015.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk

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

This THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the "THIRD AMENDMENT") is entered into this 16th day of July, 2015, 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" – the ORIGINAL AGREEMENT as amended by the FIRST AMENDMENT and the SECOND AMENDMENT being hereinafter referred to as the "AMENDED AGREEMENT"); and

WHEREAS, the VILLAGE and the COMMISSIONER desire to amend certain provisions of the ORIGINAL AGREEMENT, relative to the form of the payment by the COMMISSIONER in regard to the COMMISSIONER'S portion of the cost of 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 THIRD 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 AMENDED AGREEMENT is hereby amended as follows:
 - A. That subsection C is relabeled as subsection E, and revised to read in its entirety as follows:

"E. 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 and minus the actual cost of the RESURFACING - II."
 - B. That new subsections C and D shall be added thereto, to read in their entirety as follows:

"C. The COMMISSIONER shall, during July and August of 2015, proceed with the resurfacing of 20th Street, from Main Street to Highland Avenue, (hereinafter referred to as the "RESURFACING - II"), as part of a roadway resurfacing project relative to roadways under the jurisdiction of the COMMISSIONER, notwithstanding the fact that the aforementioned portion of 20th Street is under the jurisdiction of the VILLAGE; said RESURFACING - II being described and depicted in more detail on Exhibit "E" attached hereto and made part hereof.
 - D. Upon Completion of the RESURFACING - II, the COMMISSIONER shall provide the VILLAGE with the actual cost incurred by the COMMISSIONER relative to the RESURFACING - II, along with documentation to support said amount."

2. That the AMENDED AGREEMENT is hereby amended by adding a new Section 14 thereto, which shall read in its entirety as follows:

“14. The COMMISSIONER shall require all contractors working on the RESURFACING – II to name the VILLAGE and its elected officials, officers, agents and employees as additional insureds on all insurance policies relative to the RESURFACING – II, 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 – II. The COMMISSIONER will require the RESURFACING – II 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 AMENDED AGREEMENT is hereby amended by adding Exhibit “E”, attached hereto and made part hereof, as Exhibit “E” to the AMENDED AGREEMENT.

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

5. This THIRD 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 THIRD AMENDMENT.

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

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

VILLAGE OF LOMBARD

YORK TOWNSHIP
HIGHWAY COMMISSIONER


Keith Giagnorio, Village President


Dick Schroeder, Highway Commissioner

ATTEST:


Sharon Kuderna, Village Clerk

Dated: 6/30/15

Dated: 7-16-15

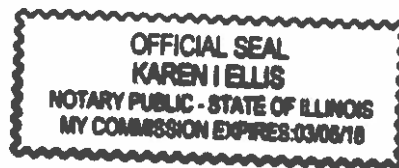
ACKNOWLEDGMENT

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 17th day of July, 2015.

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 30th day of June, 2015.

Pamela T Sarno
Notary Public

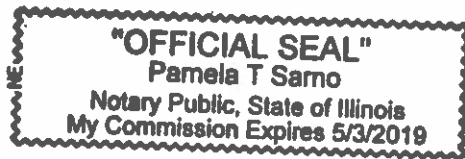
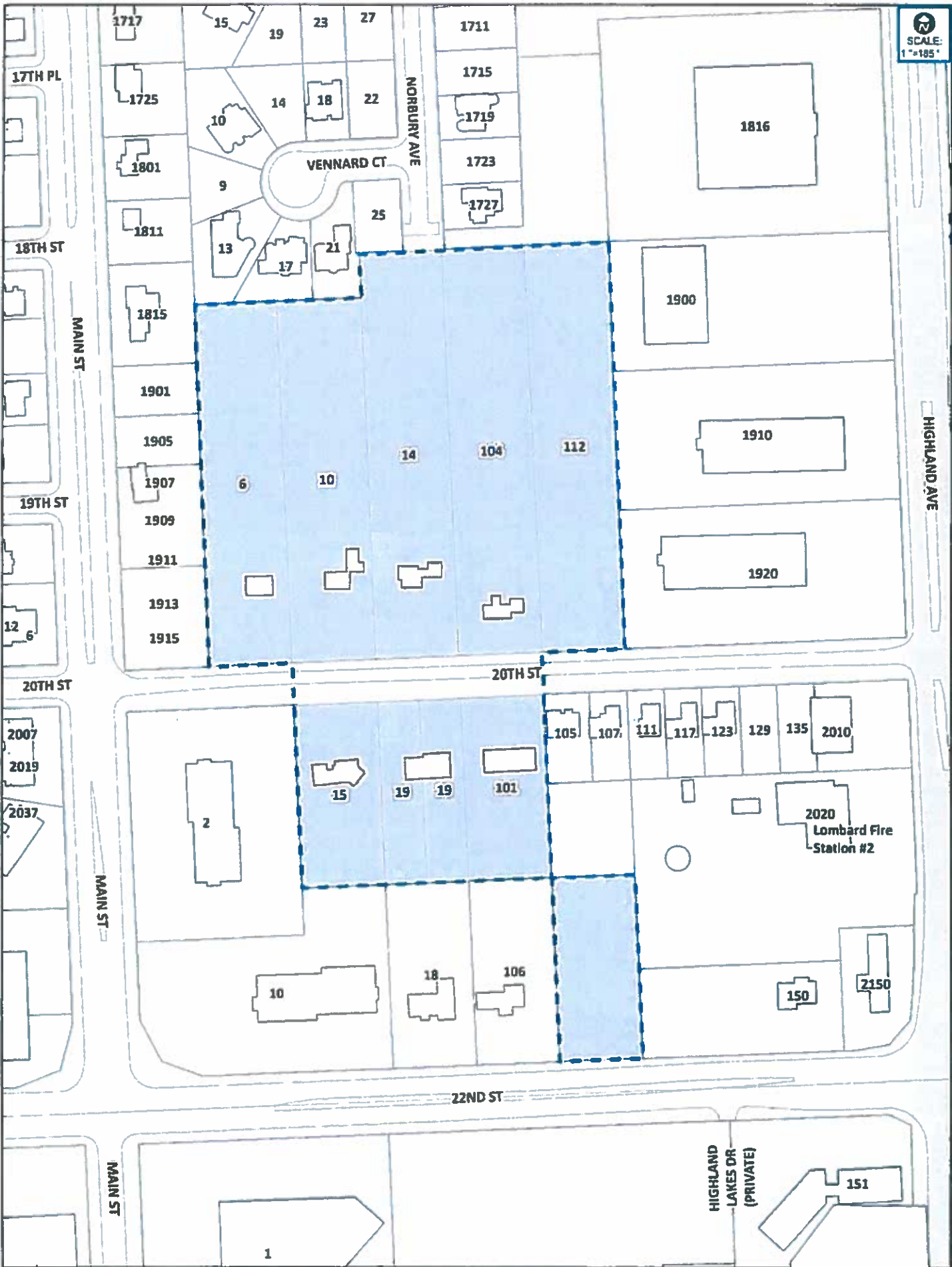


Exhibit "E"
**DESCRIPTION AND DEPICTION OF
THE RESURFACING – II**

(attached)





York Township
L.I.E.

20th Street Lombard Portion

DuPage

York Township

Cost Estimate

Item No.	Items	Unit	Lombard	Unit Price	Total
			Qty		
1	Remove and Replace Unsuitable Material	CU YD	10.0	\$ 10.00	\$ 100.00
4	Topsoil Furnish & Place 4"	SQ YD	912.2	\$ 4.00	\$ 3,648.80
6	Sodding, Salt Tolerant	SQ YD	912.2	\$ 4.50	\$ 4,104.90
7	Nitrogen Fertilizer Nutrient	LB	11.4	\$ 7.00	\$ 79.80
8	Phosphorus Fertilizer Nutrient	LB	11.4	\$ 7.00	\$ 79.80
9	Potassium Fertilizer Nutrient	LB	11.4	\$ 7.00	\$ 79.80
10	Subbase Granular Material Type B	TON	72.4	\$ 18.00	\$ 1,303.20
11	Hot-Mix-Asphalt Surface Removal-Butt Joint	SQYD	133.3	\$ 15.00	\$ 1,999.50
12	Bituminous Materials (Prime Coat)	GAL	364.8	\$ 0.01	\$ 3.65
13	Hot-Mix Asphalt Surface Course IL-9.5, N50	TON	204.3	\$ 73.00	\$ 14,913.90
14	Leveling Binder (Machine Method) IL-4.75, N50	TON	78.7	\$ 90.00	\$ 7,083.00
18	HMA Surface Removal, Variable Depth, 0" - 2 1/2"	SQ YD	1,824.2	\$ 2.00	\$ 3,648.40
20	Bituminous Driveway Pavement Removal and Replacement, 3"	SQ YD	224.7	\$ 36.00	\$ 8,089.20
21	PC Concrete Driveway Pavement Removal and Replacement, 6"	SQ YD	107.5	\$ 45.00	\$ 4,837.50
25	Class D Patches, Type II, 6"	SQ YD	23.7	\$ 20.00	\$ 474.00
26	Class D Patches, Type III, 6"	SQ YD	17.8	\$ 20.00	\$ 356.00
27	Class D Patches, Type IV, 6"	SQ YD	464.4	\$ 20.00	\$ 9,288.00
28	Strip Reflective Crack Control Treatment	LIN FT	1,579.0	\$ 0.65	\$ 1,026.35
29	Saw & Seal Longitudinal Gutter Joint	LIN FT	1,579.0	\$ 0.65	\$ 1,026.35
33	Saw Cut Concrete Driveway	LIN FT	128.8	\$ 0.50	\$ 64.40
34	Saw Cut Asphalt Driveway	LIN FT	198.2	\$ 0.50	\$ 99.10
46	Concrete Gutter, 18"	LIN FT	1,579.0	\$ 16.50	\$ 26,053.50
47	Wedge /Gutter	LIN FT	1,579.0	\$ 0.75	\$ 1,184.25
51	Mailbox Relocate	EA	7.0	\$ 83.00	\$ 581.00
					\$ 90,124.40