

**RESOLUTION  
R 27-18**

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

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement between the Village of Lombard and the York Township Highway Commissioner regarding the resurfacing of incorporated sections of Highmoor Road, Edgewood Road and Harding 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 19<sup>th</sup> day of April, 2018.

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


Nays: None

Absent: None

Approved this 19<sup>th</sup> day of April, 2018.

  
**Keith Giagnorio**  
**Village President**

ATTEST:

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

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE  
OF LOMBARD AND THE YORK TOWNSHIP HIGHWAY  
COMMISSIONER REGARDING IMPROVEMENTS TO HIGHMOOR  
ROAD, EDGEWOOD ROAD AND HARDING ROAD**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between the York Township Highway Commissioner (hereinafter referred to as the "Commissioner") and the Village of Lombard (hereinafter referred to as the "Village"). The Commissioner and the Village are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, the Commissioner has jurisdiction over Highmoor Road, for a distance of approximately 720 feet, from Edgewood Road to 1002 Highmoor Road (hereinafter referred to as the "Township Roadway"); and

**WHEREAS**, the Village has jurisdiction over Highmoor Road, for a distance of approximately 240 feet, from 1002 Highmoor Road to 1005 Highmoor Road (hereinafter referred to as the "Village Roadway" – the Township Roadway and the Village Roadway being hereinafter referred to collectively as the "Highmoor Roadway"); and

**WHEREAS**, the Commissioner has jurisdiction over Edgewood Road, for a distance of approximately 2,761 feet, from 559 Edgewood Road to 501 Edgewood Road (hereinafter referred to as the "Township Roadway"); and

**WHEREAS**, the Village has jurisdiction over Edgewood Road, for a distance of approximately 142 feet, from 501 Edgewood Road to Finley Road (hereinafter referred to as the "Village Roadway" – the Township Roadway and the Village Roadway being hereinafter referred to collectively as the "Edgewood Roadway"); and

**WHEREAS**, the Commissioner has jurisdiction over Harding Road, for a distance of approximately 840 feet, from Illinois Route 53 to 531 Harding Road (hereinafter referred to as the "Township Roadway"); and

**WHEREAS**, the Village has jurisdiction over Harding Road, for a distance of approximately 224 feet, from 531 Harding Road to Finley Road (hereinafter referred to

as the "Village Roadway" – the Township Roadway and the Village Roadway being hereinafter referred to collectively as the "Harding Roadway"); and

**WHEREAS**, the Highmoor Roadway, Edgewood Roadway and Harding Roadway are in disrepair, and the Village and the Commissioner desire to make improvements, including a two (2) inch grinding and overlaying of the Highmoor Roadway, the Edgewood Roadway and the Harding Roadway, and installation of gutter, culvert pipe and driveway apron replacement along the Township Roadway, as shown on Exhibit A attached hereto and made part hereof (hereinafter referred to as the "Project"); and

**WHEREAS**, the Commissioner has prepared engineering plans, specifications and estimates for the Project under the supervision of a registered engineer in the State of Illinois; and

**WHEREAS**, it is in the best interests of the Village and the Commissioner to enter into an agreement to undertake the Project; and

**WHEREAS**, the Commissioner agrees to pay all costs and expenses associated with the design and construction of the Project, subject to being reimbursed by the Village for the costs and expenses associated with the Village Roadway portion of the Project; and

**WHEREAS**, the Parties to this Agreement desire to set forth their respective rights and duties concerning the costs and expenses for the construction of the Project;

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. That the Recitals set forth above are made part hereof, as if set forth in full in this Section 1.
2. The Commissioner will act as the lead agency for the design, bidding, award of the contract and construction of the Project.
3. The Commissioner, as lead agency, will prepare sufficient documentation to determine the extent of services, improvements, and labor and material quantities associated with the Village Roadway portion of the Project, and all amounts/quantities shown in Exhibit B attached hereto and made part hereof, relative to the Village Roadway portion of the Project, and the Township Roadway portion of the Project, will be adjusted accordingly based upon the actual final quantities.
4. The Commissioner will take over maintenance duties relative to the Highmoor Roadway during the construction phase of the Project; that is, the Village will be

responsible for maintenance, signage, access to properties and emergency services access. Upon completion of the Project, and written acceptance of the Village Roadway portion of the Project by the Village, the Commissioner shall transfer maintenance duties for the Village Roadway portion of the Project back to the Village.

5. The Commissioner will require all contractors to name the Village and his officers, agents and employees as additional insureds on insurance policies, with certificates of insurance to evidence same, plus indemnification from said contractors relative to claims against the Village as a result of the construction of the Project. The Commissioner will require the contractor to meet or exceed minimum levels of insurance, based on either the Village's or the Commissioner's requirements, whichever is more stringent.
6. The Commissioner agrees to pay, or cause to be paid, the actual costs for the Township Roadway portion of the Project.
7. The Village agrees to pay the actual costs for the Village Roadway portion of the Project, estimated at \$89,342.50.
8. Upon completion of the Project, the Commissioner shall provide the Village with the actual cost incurred for the construction of the Village Roadway portion of the Project, as set forth on Exhibit B, along with documentation to support said amount. The Village shall, within sixty (60) days of receipt of the foregoing, pay to the Commissioner the amount of the actual cost of the Village Roadway portion of the Project, not to exceed the amount set forth in Section 7 above.
9. The Commissioner will provide sufficient assistance throughout the Project to successfully coordinate utility shut downs, relocations, detours, haul routes, newsletters and customer relations in the Project area, as needed, if any.
10. The Commissioner shall complete or cause the completion of the construction of the Project under this Agreement, on or before October 30, 2018, absent *force majeure*.
11. The Village agrees to issue any and all necessary permits relative to the Commissioner's construction of the Project.
12. 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, and addressed as follows:

A. If to the Village:

Director of Public Works

Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

B. If to the Commissioner:

Highway Commissioner  
York Township Highway Department  
1502 South Meyers Road  
Lombard, Illinois 60148

**IN WITNESS WHEREOF**, the Village and the Commissioner have caused this Agreement to be duly executed by their respective authorized representatives, with the last date of execution to be the date set forth in the opening paragraph of this Agreement.

**VILLAGE OF LOMBARD**

**YORK TOWNSHIP  
HIGHWAY COMMISSIONER**

\_\_\_\_\_  
Keith Giagnorio  
Village President

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

Date: \_\_\_\_\_

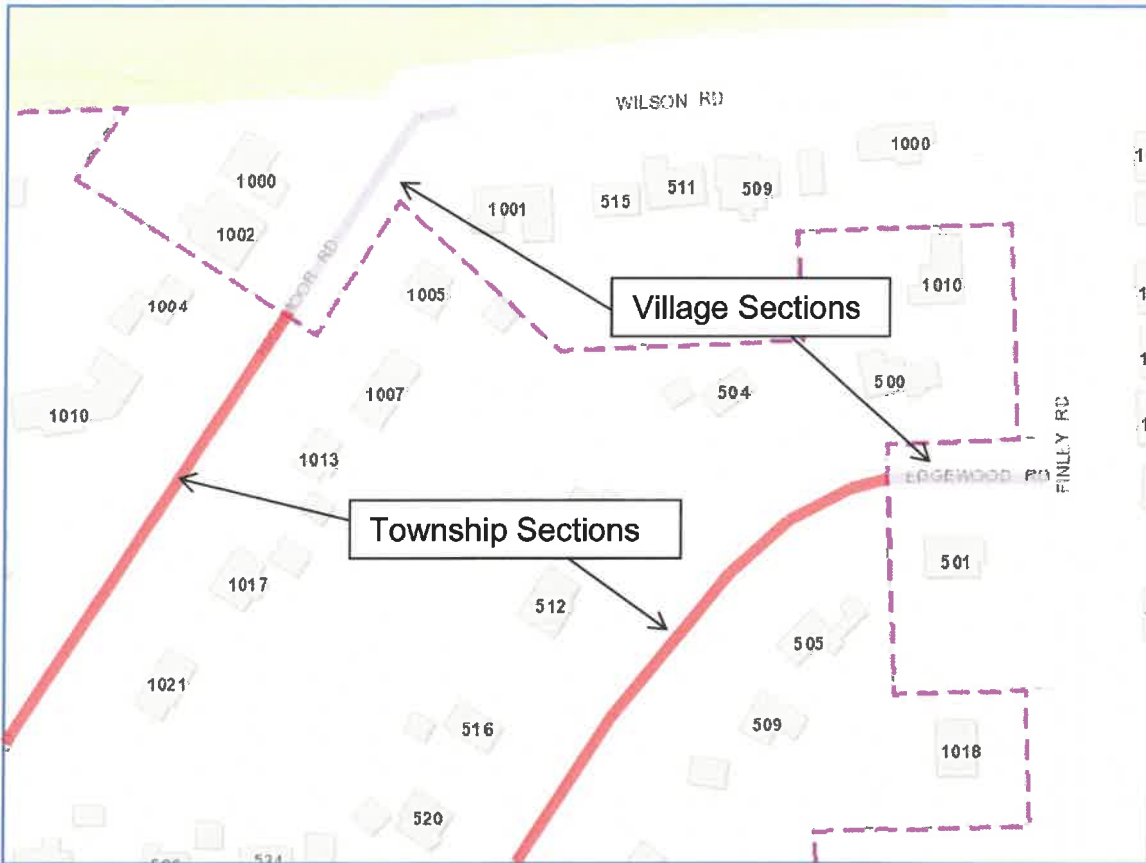
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sharon Kuderna  
Village Clerk

Date: \_\_\_\_\_

**Exhibit A**  
**Project**



## Exhibit B

### Project Cost Estimates

#### Village Of Lombard

Item	Pay Units	Quantity	Unit Price	Cost Estimate
1 Traffic Control & Protection	LS	0.1	\$25,000.00	2,500.00
2 Mailbox Relocate	EA	8.0	\$150.00	1,200.00
4 Temporary Mailbox	EA	8.0	\$40.00	320.00
5 Tree Removal	UD	35.0	\$15.00	525.00
6 Supplemental Watering	UN	1.0	\$25.00	25.00
7 Earth Excavation	CY	132.0	\$40.00	5,280.00
8 Remove And Replace Unsuitable Material	CY	5.0	\$40.00	200.00
9 Trench Backfill	CY	4.3	\$40.00	172.00
10 Topsoil Furnish And Place, Variable Depth	SY	530.0	\$4.00	2,120.00
11 Grading And Shaping Ditches	LF	300.0	\$3.00	900.00
12 Nitrogen Fertilizer Nutrient	LB	10.0	\$1.50	15.00
13 Phosphorus Fertilizer Nutrient	LB	10.0	\$1.50	15.00
14 Potassium Fertilizer Nutrient	LB	10.0	\$1.50	15.00
15 Seeding Class 1-A	LB	45.0	\$1.50	67.50
16 Sodding	SY	530.0	\$7.25	3,842.50
17 Concrete Base Course 7"	LF	1184.0	\$1.50	1,776.00
18 Subbase Granular Material, Type B 4	TON	79.0	\$25.00	1,975.00
19 Hot Mix Asphalt Surface Course, IL-9.5, N50	TON	130.0	\$67.00	8,710.00
21 Leveling Binder (Machine Method), IL-4.75	TON	56.0	\$80.00	4,480.00
22 Bituminous Material (Prime Coat)	TON	2.0	\$500.00	1,000.00
23 HMA Surface Removal Variable Depth 0" - 2-1/4"	SY	1053.0	\$1.50	1,579.50
24 Class D Patch 6"	SY	32.0	\$35.00	1,120.00
25 Strip Reflective Crack Control Treatment	LF	1184.0	\$0.80	947.20
26 Saw And Seal Longitudinal Gutter Joint	LF	1184.0	\$2.50	2,960.00
27 Pipe Culvert Removal	LF	129.0	\$2.00	258.00
28 Pipe Culverts, 12", CPE	LF	60.0	\$20.00	1,200.00
29 Pipe Culverts, 15", CPE	LF	69.0	\$20.00	1,380.00
31 Enclosed Drainage System	EA	1.0	\$17,000	17000.00
32 Inlet Ty. A W/ Ty. 8 Grate	EA	1.0	\$500.00	500.00
35 Frames And Grades To Be Adjusted, Ditch	EA	2.0	\$200.00	400.00
37 Concrete Gutter 18"	LF	1184.0	\$15.00	17,760.00
44 Thermoplastic Pavement Marking Line 4"	LF	492.0	\$4.90	2,410.80
49 Bituminous Driveway Pavement Removal	SY	268.0	\$3.00	804.00
50 Bituminous Driveway Pavement Replacement, 3"	TON	45.0	\$100.00	4,500.00
51 Concrete DW Pavement Rem. And Replace., 6"	SY	10.0	\$55.00	550.00
53 Saw Cut Concrete Driveway	LF	50.0	\$2.00	100.00
54 Saw Cut Asphalt Driveway	LF	170.0	\$1.50	255.00
55 Butt Joints	SY	60.0	\$8.00	480.00
				89,342.50

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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