

RESOLUTION
R 04-09

**RESOLUTION AUTHORIZING THE SIGNATURE OF PRESIDENT AND CLERK ON
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
LOMBARD AND THE LOMBARD PARK DISTRICT**

WHEREAS, it is the best interest of the Village of Lombard, DuPage County, Illinois to enter into an Intergovernmental Agreement (hereinafter the "Agreement") with the York Township Highway Commissioner regarding improvements on Fairfield Avenue north of 16th Street; and,

WHEREAS, the Agreement has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A".

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 Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 2: That the Village President be and hereby is authorized and directed to sign, on behalf of the Village of Lombard, the Agreement attached hereto as Exhibit "A".

SECTION 3: That the Village Clerk be and hereby is authorized and directed to sign, on the behalf of the Village of Lombard, the Agreement attached hereto as Exhibit "A" and made part hereof.

Ayes: Trustees Gron, Tross, O'Brien, Moreau, Fitzpatrick & Soderstrom

Nays: None

Absent: None

Approved by me this 5th day of June, 2008.



William J. Mueller, Village President

ATTEST:



Brigitte O'Brien, Village Clerk

Exhibit A to R 01-09

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE YORK TOWNSHIP HIGHWAY COMMISSIONER REGARDING IMPROVEMENTS TO FAIRFIELD AVENUE

This Agreement (hereinafter referred to as the "AGREEMENT") is entered into this 5th day of June, 2008, by and between the York Township Highway Commissioner (hereinafter referred to as "COMMISSIONER") and the Village of Lombard (hereinafter referred to as the "VILLAGE").

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 VILLAGE and COMMISSIONER each have jurisdiction over a portion of Fairfield Avenue; and

WHEREAS, Said roadway is in disrepair and the VILLAGE and COMMISSIONER desire to make improvements including grinding and overlaying the road and installation of gutter 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 interest of the citizens of the VILLAGE and COMMISSIONER to enter into an agreement to undertake the PROJECT; and

WHEREAS, the VILLAGE and COMMISSIONER agree to share the costs for the PROJECT as specified in Exhibit B attached hereto and made part hereof; 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 both the parties hereto, the parties hereby agree as follows:

1. The COMMISSIONER will act as the lead party for the bidding, award of the contract and construction of the PROJECT.

2. The COMMISSIONER, as lead party, will prepare sufficient documentation to easily determine the extent of services, improvements, labor and material quantities placed in each VILLAGE portion of the PROJECT and all amounts shown in Exhibit "B" will be adjusted according to the actual final quantities.

3. The COMMISSIONER will invoice the VILLAGE monthly for its respective share of the costs of the PROJECT on an actual cost progress payment basis. The VILLAGE will remit payment to the COMMISSIONER directly according to the Local Government Prompt Payment Act; however, it is agreed that payment extensions will be granted due to disputed invoices or other legitimate reasons.

4. The COMMISSIONER will take over maintenance duties of the PROJECT during the construction phase; that is, the COMMISSIONER will be responsible for maintenance, signage, access to properties and emergency services access. Upon completion and written acceptance of the PROJECT by the VILLAGE, the COMMISSIONER shall transfer maintenance duties for the VILLAGE's portion of the PROJECT areas back to the VILLAGE.

5. The COMMISSIONER will require all contractors to name the VILLAGE, and its 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 or the COMMISSIONER's requirements, whichever is more stringent.

6. The VILLAGE will provide \$2,000.00 to the COMMISSIONER as its share of the cost for any design work, construction materials testing and resident engineering costs. The COMMISSIONER will inspect, at his sole cost and expense, the work that is paid for at 100% COMMISSIONER cost.

7. The VILLAGE agrees to pay 100% of the PROJECT costs based on the Exhibit B unit costs for those portions of the PROJECT that are within the VILLAGE limits.

8. Except as noted in Section 7 above, the VILLAGE's share of construction costs is not to exceed the total cost as stated in Exhibit B without prior written approval from the VILLAGE's Director of Public Works.

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.

10. The COMMISSIONER shall complete or cause the completion of the construction of the PROJECT under this AGREEMENT on or before December 31, 2008, absent force majeure.

11. The COMMISSIONER will supply one (1) set of reproducible record drawings to the VILLAGE within six (6) months of completion of 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, IL 60148

B. If to the COMMISSIONER:

Highway Commissioner
York Township Highway Department
1502 S. Meyers Road
Lombard, IL 60148

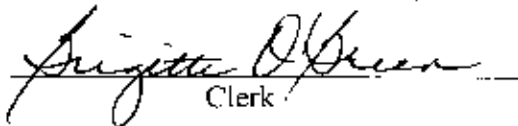
IN WITNESS WHEREOF, the VILLAGE and the COMMISSIONER have caused this AGREEMENT to be duly executed by their respective authorized corporate authorities.

VILLAGE OF LOMBARD

Date: _____

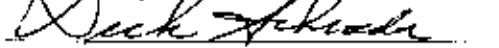
By: 
President

ATTEST:


Clerk

YORK TOWNSHIP HIGHWAY COMMISSIONER

Date: 5/20/08

By: 
Highway Commissioner



1 in. = 100.0 feet

FAIRFIELD AV

GRA

MARYS LN



Exhibit A



