

**RESOLUTION**  
**R 34-17**

**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 Addison Township Highway Commissioner regarding the resurfacing of North Grace Street, LaLonde Avenue, Fairfield Avenue and Joyce Avenue north of North Avenue.

**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 4<sup>th</sup> day of May, 2017.

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

Nays: None

Absent: None

Approved this 4<sup>th</sup> day of May, 2017.

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

ATTEST:

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

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF LOMBARD AND  
THE ADDISON TOWNSHIP HIGHWAY COMMISSIONER  
REGARDING IMPROVEMENTS TO GRACE STREET,  
LALONDE AVENUE, FAIRFIELD AVENUE AND JOYCE STREET**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into this 4th day of MAY, 2017, by and between the Addison 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 Village has jurisdiction over: (1) Grace Street, for a distance of approximately 1,116 feet, from North Avenue north to 2N194 Grace Street; (2) LaLonde Avenue, for a distance of approximately 110 feet, from North Avenue north to 2N040 LaLonde Avenue; (3) Fairfield Avenue, for a distance of approximately 146 feet, from North Avenue north to 2N048 Fairfield Avenue; and (4) Joyce Street, for a distance of approximately 123 feet, from North Avenue north to 2N048 Joyce Street, (hereinafter referred to as the "Village Roadways"); and

**WHEREAS**, the Commissioner has jurisdiction over: (1) Grace Street, for a distance of approximately 636 feet, from 2N194 Grace Street north to the Canadian National Railway right-of-way; (2) LaLonde Avenue, for a distance of approximately 1,072 feet, from 2N040 LaLonde Avenue north to 2N174 LaLonde Avenue; (3) Fairfield Avenue, for a distance of approximately 1,138 feet, from 2N048 Fairfield Avenue north to 2N180 Fairfield Avenue; and (4) Joyce Street, for a distance of approximately 1,110 feet, from 2N048 Joyce Street north to 2N259 Joyce Street (hereinafter referred to as the "Township Roadways" – the Township Roadways and the Village Roadways being hereinafter referred to collectively as the "Roadways"); and

**WHEREAS**, the Roadways are in disrepair, and the Village and the Commissioner desire to make improvements thereto, including a one and one-half (1½) inch grinding and overlaying of, and repair of curbs along, the Roadways, 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 Roadways 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 Roadways portion of the Project, and all amounts/quantities shown in Exhibit B attached hereto and made part hereof, relative to the Village Roadways 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 Village Roadways during the construction phase of the Project; that is, the Commissioner will be responsible for maintenance, signage, access to properties and emergency services access. Upon completion of the Project, and written acceptance of the Village Roadways portion of the Project by the Village, the Commissioner shall transfer maintenance duties for the Village Roadways portion of the Project back to the Commissioner.
5. The Commissioner will require all contractors working on the Project 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, and its officers, agents and employees 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 are more stringent.

6. The Commissioner agrees to pay, or cause to be paid, the actual costs for the Commissioner Roadways portion of the Project.
7. The Village agrees to pay the actual costs for the Village Roadways portion of the Project, up to a maximum of \$101,575.59.
8. Upon completion of the Project, the Commissioner shall provide the Village with the actual cost incurred for the construction of the Village Roadways 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 Roadways 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 15, 2017, 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  
Addison Township Highway Department  
401 N. Addison Road  
Addison, Illinois 60101

**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**

  
Keith Giagnorio  
Village President


Date: May 4, 2017

**ADDISON TOWNSHIP  
HIGHWAY COMMISSIONER**

  
Richard S. Kaske  
Highway Commissioner

Date: 5-3-2017

**ATTEST:**

  
Sharon Kuderna  
Village Clerk

Date: May 4, 2017

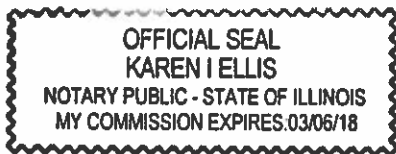
# ACKNOWLEDGMENT

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 4th day of May, 2017.

Karen I Ellis  
Notary Public

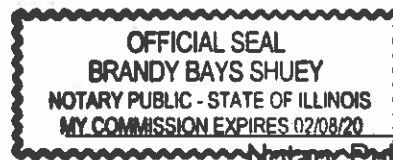


## ACKNOWLEDGMENT

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 Richard S. Kaske, personally known to me to be the Addison 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 Addison 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 Addison Township Highway Commissioner, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 3<sup>rd</sup> day of May, 2017.



Notary Public

*Brandy Bays Shuey*  
Expires : 2/8/20

## Exhibit A

### Project Scope



-  Village Segments
-  Township Segments



**Exhibit B**

**Project Cost Estimates**

**Attached**

