



April 9, 2024

TO: Public Works & Environmental Concerns Committee

THROUGH: Scott Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works 

SUBJECT: Intergovernmental Agreement with York Township regarding the paving of Fairfield Avenue

Background

The York Township Highway Commissioner has included in the Township's 2024 paving program portions of Fairfield Avenue that are adjacent to segments of Fairfield Avenue within Lombard's corporate limits. Public Works Staff has been working with the York Township Highway Commissioner on an IGA that details the obligations of the Village and the Township on the project, including the Village's contribution towards the improvement for segments in Lombard. The IGA provides the following:

- The Township shall serve as the lead agency for the project; including any bidding, award and construction of the improvement.
- The Township assumes responsibility for the maintenance of the project area during construction. Upon completion and acceptance of the improvements, the Village shall assume responsibility for the incorporated sections of the roadways.
- The Township shall pay the cost of the construction of the roadway and curb/gutter, including the Village's incorporated sections. The Village shall reimburse the Township for the actual project costs for the Village's sections of the improvements to Highmoor Road, Edgewood Road and Harding Road (estimated at \$39,392.27).

The IGA is consistent with past IGAs executed by the Village. I respectfully request that this item be placed on the Village Board's agenda for the April 18, 2024 meeting.

Recommendation

Staff recommends that the Village Board of Trustees approve an Intergovernmental Agreement between the Village of Lombard and the York Township Highway Commissioner regarding improvements to Fairfield Avenue.

RESOLUTION

R ____ - 24

**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 Fairfield 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 18th day of April, 2024.

Ayes: _____

Nayes: _____

Absent: _____

Approved this 18th day of April, 2024.

Keith Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

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

This Intergovernmental Agreement (hereinafter referred to as the “Agreement”) is entered into this ___ day of _____, 2024, 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 Fairfield Avenue, for a distance of approximately 480 feet, from 16th Street to 17th Street (hereinafter referred to as the “Township Roadway”); and

WHEREAS, the Village has jurisdiction over Fairfield Avenue, for a distance of approximately 1,150 feet, from 16th Street (hereinafter referred to as the “Village Roadway” – the Township Roadway and the Village Roadway being hereinafter referred to collectively as the “Fairfield Roadway”); and

WHEREAS, the Fairfield Roadway is in disrepair, and the Village and the Commissioner desire to make improvements, including a two (2) inch grinding and overlaying of the Fairfield 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 Fairfield 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 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'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 \$39,392.27.
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, 2024, 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 Map



Exhibit B

Project Cost Estimates

Lombard IGA Quantities						
Item	Location	Quantity	Unit	Unit Price	Total Price	
HMA Surface Removal Variable Depth, 0 to 2"	Fairfield from 16th St north to Hidden Valley Condos street limit	2652.22	Sq Yd	\$2.50	\$6,630.56	\$7,261.67
	Fairfield Ave at 17th St Intersection	252.44	Sq Yd	\$2.50	\$631.11	
HMA Surface Course, IL-9.5, N50	Fairfield from 16th St north to Hidden Valley Condos street limit	297.05	Ton	\$75.00	\$22,278.67	\$24,399.20
	Fairfield Ave at 17th St Intersection	28.27	Ton	\$75.00	\$2,120.53	
Frames and Lids to be Adjusted, Special	North of 16th St	1.00	Each	\$1,200.00	\$1,200.00	\$1,200.00
Longitudinal Joint Sealant	Fairfield from 16th St north to Hidden Valley Condos street limit	1085	Ft	\$2.65	\$2,875.25	\$3,063.40
	Fairfield Ave at 17th St Intersection	71	Ft	\$2.65	\$188.15	
Saw and Seal Longitudinal Gutter Joint	Fairfield from 16th St north to Hidden Valley Condos street limit	2170	Ft	\$1.50	\$3,255.00	\$3,468.00
	Fairfield Ave at 17th St Intersection	142	Ft	\$1.50	\$213.00	
					Total	\$39,392.27

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 Elizabeth Brezinski, 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 _____, 2024.

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 _____, 2024.

Notary Public