

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE
OF LOMBARD AND THE YORK TOWNSHIP HIGHWAY
COMMISSIONER REGARDING IMPROVEMENTS TO MORRIS,
CHURCH AND S. GRACE STREET**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into this 23rd day of January, 2025, 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 Morris Avenue, for a distance of approximately 320 feet, from Church Avenue to Luther Avenue (hereinafter referred to as the "Township Roadway"); and

WHEREAS, the Village has jurisdiction over Morris Avenue, for a distance of approximately 354 feet, from Church Avenue to Westmore Meyers Road (hereinafter referred to as the "Village Roadway" – the Township Roadway and the Village Roadway being hereinafter referred to collectively as the "Morris Roadway"); and

WHEREAS, the Commissioner has jurisdiction over Church Street, for a distance of approximately 415 feet, from 1146 Church Avenue to OS634 Church Avenue (hereinafter referred to as the "Township Roadway"); and

WHEREAS, the Village has jurisdiction over Church Street Road, for a distance of approximately 695 feet, from Roosevelt Road to Morris Avenue (hereinafter referred to as the "Village Roadway" – the Township Roadway and the Village Roadway being hereinafter referred to collectively as the "Church Roadway"); and

WHEREAS, the Commissioner has jurisdiction over S. Grace Street, for a distance of approximately 1,081 feet, from 1410 S. Grace to the York Township Highway Department yard (hereinafter referred to as the "Township Roadway"); and

WHEREAS, the Village has jurisdiction over S. Grace Street, for a distance of approximately 730 feet, from 1410 S. Grace Street to 15th Place (hereinafter referred to

as the "Village Roadway" – the Township Roadway and the Village Roadway being hereinafter referred to collectively as the "S. Grace Roadway"); and

WHEREAS, the Morris Roadway, Church Roadway and S. Grace Roadway are in disrepair, and the Village and the Commissioner desire to make improvements, including a two (2) inch grinding and overlaying of the Morris Roadway, the Church Roadway and the S. Grace Roadway, replacing the cross culverts and repair/replacement of the ribbon curb along the Village Roadway, as shown on Exhibit A, Exhibit B, and Exhibit C 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 D 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 Morris Roadway, Church Roadway and S. Grace 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 \$85,293.01.
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 D, 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, 2025, 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


Keith Giagnorio
Village President

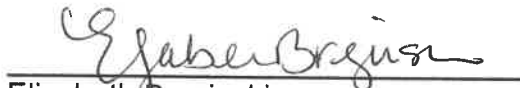
Date: 1/23/25

**YORK TOWNSHIP
HIGHWAY COMMISSIONER**


Dick Schroeder
Highway Commissioner

Date: 1/15/25

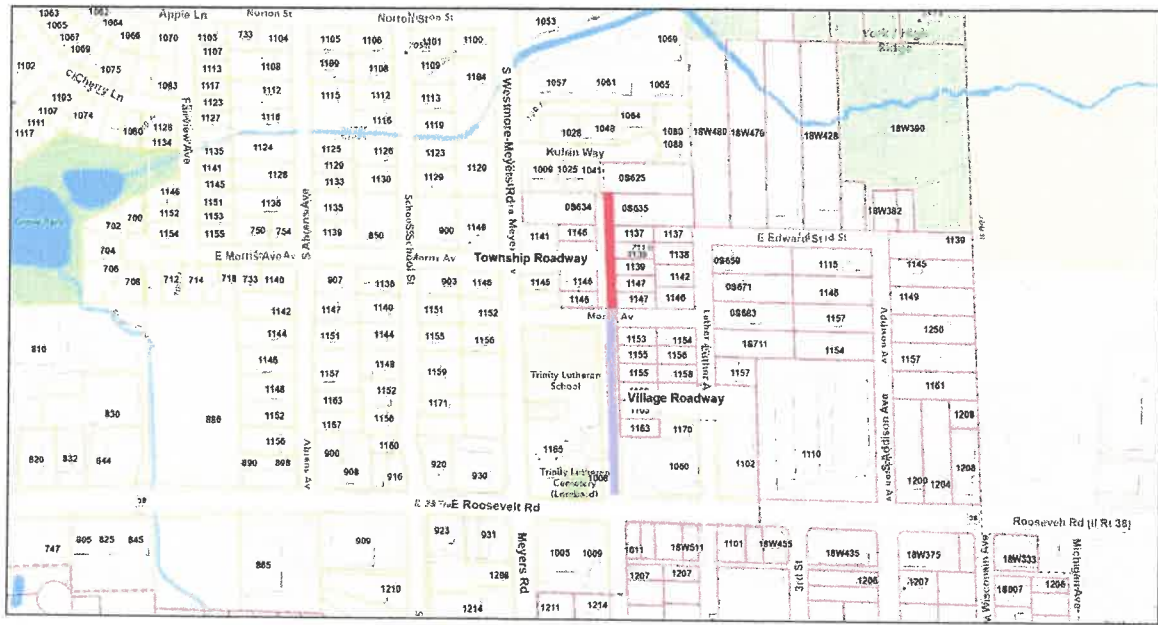
ATTEST:


Elizabeth Brezinski
Village Clerk

Date: 1/23/25

Church Roadway

Church Avenue



1/3/2025, 2:01:22 PM

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, CNES/Airbus DS, InterMap, NAEIN/ETH HASARIGS and the GIS User Community Village of Lombard

Exhibit C

S. Grace Roadway

S Grace

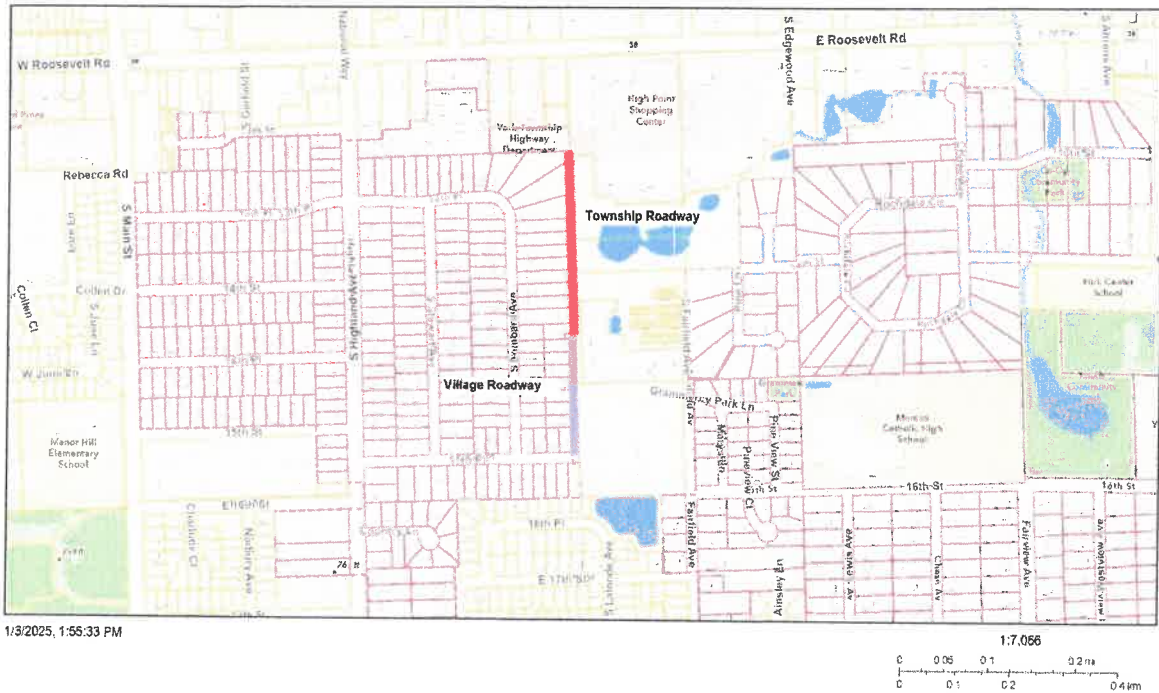


Exhibit D

Project Cost Estimates

Lombard 2025 IGA Quantities							
Item	Location	Measurements	Quantity	Unit	Unit Price	Total Price	
HMA Surface Removal Variable Depth, 0 to 2"	Morris Ave from Myers Rd east to Church Ave	25 x 326	905.56	Sq Yd	\$3.25	\$2,943.06	\$16,764.22
	Church Ave from Roosevelt Rd north to Morris Ave	24 x 676	1802.67	Sq Yd	\$3.25	\$5,858.67	
	Grace St from 15th Pl north to York Township Jurisdiction	30 x 735	2450.00	Sq Yd	\$3.25	\$7,962.50	
CI D Patch for Culvert Replacement	1157 Church Ave	6 x 24	16.00	Sq Yd	\$60.00	\$960.00	\$960.00
Bituminous Material (Prime Coat)	Morris Ave from Myers Rd east to Church Ave	25 x 326 = 8,150 sft x 0.05 lb/sft = 407.5 lb	407.50	POUND	\$1.00	\$407.50	\$2,321.20
	Church Ave from Roosevelt Rd north to Morris Ave	24 x 676 = 16,224 sft x 0.05 lb/sft = 811.2 lb	811.20	POUND	\$1.00	\$811.20	
	Grace St from 15th Pl north to York Township Jurisdiction	30 x 735 = 22,050 sft x 0.05 lb/sft = 1,102.50 lb	1102.50	POUND	\$1.00	\$1,102.50	
HMA Surface Course, IL-9.5, N60	Morris Ave from Myers Rd east to Church Ave	25 x 326	101.42	Ton	\$100.00	\$10,142.22	\$57,772.09
	Church Ave from Roosevelt Rd north to Morris Ave	24 x 676	201.90	Ton	\$100.00	\$20,189.87	
	Grace St from 15th Pl north to York Township Jurisdiction	30 x 735	274.40	Ton	\$100.00	\$27,440.00	
Frames and Lids to be Adjusted, Special	15th Pl at Grace St		1.00	Each	\$1,200.00	\$1,200.00	\$1,200.00
Concrete Curb Removal	1157 Church Ave	2 sides x 10 ft	20.00	Ft	\$12.00	\$240.00	\$240.00
Portland Concrete Cement Gutter, 18"	1157 Church Ave	2 sides x 10 ft	20.00	Ft	\$38.00	\$760.00	\$760.00
Road Culvert Removal, 12 Inch	1157 Church Ave		30.00	Ft	\$5.00	\$150.00	\$150.00
Road Culvert Installation, 12 Inch	1157 Church Ave		30.00	Ft	\$60.00	\$1,800.00	\$1,800.00
Saw and Seal Longitudinal Gutter Joint	Morris Ave from Myers Rd east to Church Ave	Street Paving Length = 326	326	Ft	\$1.50	\$489.00	\$2,605.50
	Church Ave from Roosevelt Rd north to Morris Ave	Street Paving Length = 676	676	Ft	\$1.50	\$1,014.00	
	Grace St from 15th Pl north to York Township Jurisdiction	Street Paving Length = 735	735	Ft	\$1.50	\$1,102.50	
Thermoplastic Pavement Marking Line, 24"	Stop Bars on Church Ave , North and South of Morris Ave	2 Ea. X 12 ft	24	Ft	\$30.00	\$720.00	\$720.00
						Total	\$85,293.01

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 23rd day of January, 2025.

Monika Reszka
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 15 day of January, 2025.



Sharon Kuderna
Notary Public