

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**

  X   Resolution or Ordinance (Blue) \_\_\_\_\_ *Waiver of First Requested*  
      Recommendations of Boards, Commissions & Committees (Green)  
      Other Business (Pink)

**TO:** PRESIDENT AND BOARD OF TRUSTEES

**FROM:** Nicole Aranas, Village Manager

**DATE:** July 24, 2026 **(BOT) Date:** August 20, 2026

**SUBJECT:** Intergovernmental Agreement with York Township regarding the  
pavement preservation of Morris Avenue, Luther Avenue, Fairfield  
Avenue Church Avenue and S. Grace Street

**SUBMITTED BY:** Carl S. Goldsmith, Director of Public Works 

**BACKGROUND/POLICY IMPLICATIONS:**

A Resolution authorizing the signature of the President and Clerk on an Intergovernmental Agreement with York Township regarding the pavement preservation application by York Township of Morris Avenue, Church Avenue, Luther, Fairfield and S. Grace Street. The IGA provides for York Township to perform pavement preservation treatments of incorporated sections of the the roadways in conjunction with the pavement preservation treatments being scheduled for the unincorporated sections of the roadways.

**Fiscal Impact/Funding Source:**

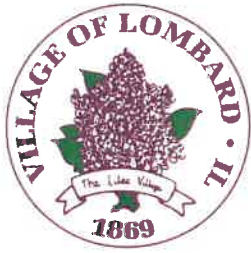
410.710.725.75420 (Construction Fund) - \$13,391.04 (estimate)

Review (as necessary):

|                        |            |
|------------------------|------------|
| Finance Director _____ | Date _____ |
| Village Manager _____  | Date _____ |

**NOTE:** All materials must be submitted to and approved by the Village Manager's Office  
by 12:00 noon, Wednesday, prior to the agenda distribution.

## Interoffice Memo



**To:** Nicole Aranas, Village Manager  
**From:** Philip Tartaglia, P.E., Village Engineer  
**Through:** Carl Goldsmith, Public Works Director *g*  
**Date:** July 24, 2026  
**Subject:** Pavement Preservation – Surface Treatment  
 Intergovernmental Agreement with York Township

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York Township is undertaking its annual Pavement Preservation Program and has approached the Village to participate through an intergovernmental agreement. This partnership would allow the Township to extend its pavement preservation efforts onto roadways where our jurisdictions meet. The treatment being applied is a surface rejuvenator designed to penetrate and restore asphalt, thereby extending pavement life.

The following roads share a jurisdictional limit with the Township:

| Street           | Limits                                                  |
|------------------|---------------------------------------------------------|
| Grace Street     | Jurisdictional limit south to 15 <sup>th</sup> Place    |
| Church Avenue    | Morris Avenue to Roosevelt Road                         |
| Morris Avenue    | Church Avenue to Westmore Meyers Road                   |
| Luther Avenue    | Jurisdictional limit south to Roosevelt                 |
| Fairfield Avenue | 16 <sup>th</sup> Street to Hidden Valley Condos         |
| Fairfield Avenue | The intersection of Farfield and 17 <sup>th</sup> Steet |

Through the intergovernmental agreement, the pavement preservation product can be applied uniformly to logical termini rather than stopping mid-block or short of intersections due to jurisdictional changes. This coordinated approach improves pavement longevity, reduces duplicative mobilization costs, and avoids the inefficiencies of treating small, isolated segments independently.

The Village will fund its portion of the work through the existing Annual Pavement Preservation Program (RM PROG 47). The initial budget for the surface treatment component was \$163,000, with a final contract award of \$78,380. The resulting savings will be used to cover the Village's share of York Township's contract for applying the asphalt rejuvenator on Village-owned roadway segments. For administrative efficiency, York Township is already an established vendor in the Village's financial system, which will streamline processing and payment.

The total not-to-exceed cost for the Village's portion is \$13,391.04 and would utilize account 410.710.725.75420. This amount may not be exceeded without prior authorization.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF LOMBARD AND YORK TOWNSHIP FOR  
GSB 88 SEALCOAT PAVEMENT PRESERVATION**

THIS INTERGOVERNMENTAL AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between the Village of Lombard, an Illinois Municipal Corporation (hereinafter referred to as “Lombard”) and York Township (hereinafter referred to as “the Township”), collectively referred to as the “Parties”.

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract with one another to perform any activity authorized by law; and

**WHEREAS**, Lombard and the Township are “public agencies” as defined by Article VII, Section 1, of the Constitution of the State of Illinois and are authorized to contract and agree with one another on matters of mutual concern; and

**WHEREAS**, the Parties desire to partner to consolidate services for GSB 88 Sealcoat Pavement Preservation, portions of which are in each Party’s jurisdiction (“the Project”); and

**WHEREAS**, the District has a cost for the Project and chosen and entered into a contract with the cost agreed to by multiple municipalities; and

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and agreements herein set forth, the Parties hereto agree as follows:

1. The above recitals are hereby incorporated herein as if fully set forth in this paragraph 1.
2. It is understood that the Village will not be a party to any construction contract and will have no obligation to any contractors. Notwithstanding the above, the Township shall not award a contract for any work to be performed on Village property without first obtaining the written consent of the Village. The Village shall ensure that the Project documents provide for the

assignment of the contractor agreement for the portions of the work to be performed for the Village and the Township shall assign such portion of the contract to the Village upon written request; however, the assignment of the contract to the Village shall neither release the Township from its obligation to pay the contractor for such work nor release the Village from paying the Township for such work.

3. The Village shall have the opportunity to review, provide input and approve the construction contract that pertains to work to be performed on Village property. The Township shall provide copies of the contract to the Village and the Village agrees it will review the contract within seven (7) days of its receipt of same. If the Village fails to review the contract within this seven (7) day time frame or provide input to the Township in writing, the contract shall be deemed accepted by the Village.

4. The Township shall administer the Project, in accordance with the location maps attached as Exhibit A.

5. The Township shall require all contractors to name Village of Lombard, its agents, officers and employees as additional insureds on all insurance policies, except the worker's compensation policy and any professional liability policy.

6. The Parties agree to cooperate with one another and use their best efforts to insure the timely and successful completion of the Project.

7. The Village of Lombard total not-to-exceed costs for its portion of the Project are \$13,391.04. The Village of Lombard shall reimburse the Township for its portion of GSB 88 Sealcoat Pavement Preservation in their jurisdiction, one hundred percent (100%) of the agreed total costs for work related to its improvements within thirty (30) days of receipt of an invoice. The Township shall provide copies of the pay applications to the Village of Lombard for the

Village's approval prior to making any payments to the contractor; such approval shall not be unreasonably withheld by the Village of Lombard.

8. Upon completion of the Project, each Party shall continue to be responsible for maintenance, upkeep and repairs for their respective portions of the road pavement that has been sealed with GSB 88 Sealcoat Pavement Preservation.

9. This Agreement represents the entire agreement between the parties. This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution. This Agreement shall be binding upon any successors or assigns to either Party to this Agreement.

10. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the Village of Lombard and the Township shall be DuPage County, Illinois.

11. Any statement, notice or writing to be presented to a Party hereunder shall be so presented by personal delivery or by deposit in the United States mail, with postage properly prepaid, and properly addressed to the offices of the other Party as indicated below, and shall be deemed presented on date of postmark.

Village of Lombard  
Attn: Mr. Carl Goldsmith  
Director of Public Works  
255 E. Wilson Ave  
Lombard, IL 60148

York Township  
Attn: James Kehring  
Highway Commissioner  
19W475 Roosevelt Rd.  
Lombard, IL 60148

12. If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

**IN WITNESS WHEREOF**, the Parties, pursuant to proper and necessary authorization have executed this Agreement on the date first written above.

**YORK TOWNSHIP:**

**VILLAGE OF LOMBARD:**

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James Kehring  
Highway Commissioner

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Anthony Puccio  
Village President

ATTEST:

ATTEST:

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Clerk

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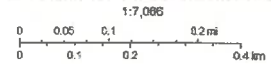
Ranya Elkhatib  
Village Clerk

# Exhibit A Project Location Maps

## S Grace



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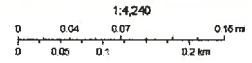
Sources: Esri, TomTom, Garmin, FNO, NOAA, USGS, ©  
OpenStreetMap contributors, CIESA/Esri, DE,  
Intercept, NASA/USGS, NASA/USGS and the USGS User  
Community, Village of Lombard



## Church Avenue



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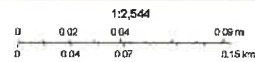


Source: Esri, Sentinel, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, Esri, DeLorme, NAVTEQ, NGA, NPS, NRC, US Army, US Navy, US Coast Guard, US Fish and Wildlife Service, and the GIS User Community

## Morris Avenue IGA



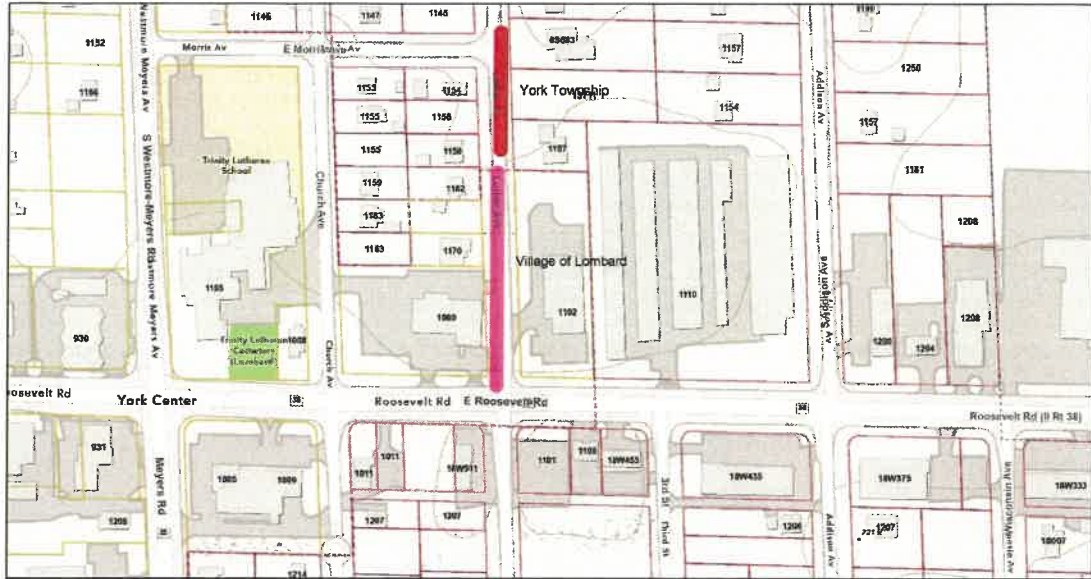
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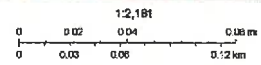
Source: Esri, Sentinel, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, Esri, DeLorme, NAVTEQ, NGA, NPS, NRC, US Army, US Navy, US Coast Guard, US Fish and Wildlife Service, and the GIS User Community



## Luther Avenue



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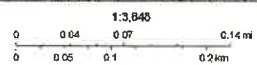


Village of Lombard, Sources: Esri, TomTom, Garmin, FAD, NOAA, USGS, © OpenStreetMap contributors, CHESIGNER, DE, Imagery, NADAMET, NADAMOS and the GIS User Community

## Fairfield Avenue



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Village of Lombard, Sources: Esri, TomTom, Garmin, FAD, NOAA, USGS, © OpenStreetMap contributors, CHESIGNER, DE, Imagery, NADAMET, NADAMOS and the GIS User Community

**RESOLUTION**

**R \_\_\_\_ - 26**

**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 application of pavement preservation treatments on Morris Avenue, Church Avenue, Luther Avenue, Fairfield Avenue and S. Grace Street.

**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 20<sup>th</sup> day of August, 2026.

Ayes: \_\_\_\_\_

Nayes: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this 20<sup>th</sup> day of August, 2026.

\_\_\_\_\_  
**Anthony Puccio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Ranya Elkhatib**  
**Village Clerk**