

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE  
AND YORK TOWNSHIP HIGHWAY DEPARTMENT  
2025 ROAD MAINTENANCE TRAFFIC SIGNAL REPAIRS**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the County of DuPage (hereinafter referred to as "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and York Township Highway Department hereinafter referred to as the "TOWNSHIP"), a municipal corporation located at 1502 S. Meyer Road, Lombard, IL 60148. The COUNTY and the TOWNSHIP are hereinafter sometimes individually referred to as a "party" or together as the "parties."

**RECITALS**

WHEREAS, the COUNTY and the TOWNSHIP are entering into this AGREEMENT based upon the Intergovernmental Cooperation provision of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and such other applicable power authority as may exist; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.), is authorized to enter into this AGREEMENT and the MUNICIPALITY by virtue of its power set forth in the "Municipal Code" (65 ILCS 1/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY and the TOWNSHIP agreed to traffic signal repairs for in-pavement induction loop detectors at the intersections of Meyers Road (C.H. 25) & 14th Street and also at Meyers Road (C.H. 25) & 16th Street, east leg of the applicable intersections (hereinafter "SIGNAL REPAIRS") as an unanticipated result of the of the 2025 Road Maintenance Resurfacing Project (DT-R-09000-01-RS); and

WHEREAS, the COUNTY and the TOWNSHIP have agreed that the total cost for the SIGNAL REPAIRS to be reimbursed to the COUNTY by the TOWNSHIP is \$5,660.00; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1. All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
2. The COUNTY has completed the SIGNAL REPAIRS which were the result of ongoing roadway resurfacing work that was not originally anticipated. The COUNTY's contractor performed the repair work with the understanding that the TOWNSHIP would reimburse the COUNTY as the resurfacing contractor had no electrical sub-contractor.
3. The total cost to the COUNTY for SIGNAL REPAIRS was \$8,160.00. The TOWNSHIP incurred fees to perform the remaining pavement removal ("REMOBILIZATION FEES") for the SIGNAL REPAIRS at a cost of \$2,500.00. The COUNTY and the TOWNSHIP agree that the TOWNSHIP will reimburse the COUNTY for the cost of the SIGNAL REPAIRS less the REMOBILIZATION FEES for total sum of \$5,660.00, by way of invoice sent to the TOWNSHIP from the COUNTY for said amount after execution of this AGREEMENT by both parties.

IN WITNESS WHEREOF, the parties hereto have each caused this AGREEMENT to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

**COUNTY OF DU PAGE**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025 at Wheaton, Illinois.

\_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek, County Clerk

**YORK TOWNSHIP**

Signed this 29<sup>th</sup> day of July, 2025 at Lombard, Illinois.

**Signature on file**

\_\_\_\_\_  
Mr. James Kehringer  
Highway Commissioner, York Township

ATTEST:

**Signature on file**

\_\_\_\_\_  
Gary Nepppe, Township Clerk