

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: David A. Hulseberg, Village Manager

DATE: November 17, 2009 (COW) (B of T) **Date:** December 3, 2009

TITLE: Intergovernmental Agreement with the Village of Villa Park
SA 217C – Kramer Avenue

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

BACKGROUND/POLICY IMPLICATIONS:

Intergovernmental Agreement (IGA) with the Village of Villa Park for paving a short section of Kramer Avenue (in Villa Park) between North Avenue (IL 64) and Lombard/Villa Park border in conjunction with the SA217C project.

FISCAL IMPACT/FUNDING SOURCE:

\$16,011.67 Village of Villa Park’s obligation per Engineer’s Estimate (as provided by Engineering Resource Associates)
Final cost will be determined by field measurements of in-place quantities.

Review (as necessary):

Village Attorney X	_____	Date	_____
Finance Director X	_____	Date	_____
Village Manager X	_____	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: David A. Hulseberg, Village Manager
Through: Carl Goldsmith, Director of Public Works *CG*
From: David A. Dratnol, P.E., Village Engineer *DAD*
Date: November 17, 2009
Subject: Intergovernmental Agreement with the Village of Villa Park
SA217C – Kramer Avenue

A portion of Kramer Avenue, in Villa Park, directly south of North Avenue (IL 64) was reconstructed as part of the North Avenue project done by IDOT in 2003/2004. There is approximately sixty (60) linear feet of Kramer Avenue from the end of the improved section to the Villa Park/Lombard border. The Engineering Division of Public Works contacted the Village of Villa Park regarding the above mentioned section of Kramer Avenue to inquire if Villa Park was interested in doing any right-of-way improvements to the remaining section of Kramer Avenue in combination with the Special Assessment 217C project.

Villa Park's response was that a grind and overlay be done on their section of Kramer Avenue. Accordingly, the Engineering Division drafted an Intergovernmental Agreement (IGA). The terms of the IGA include that Villa Park reimburse the Village of Lombard for 100% for the construction cost for the proposed roadway improvements for the portion of Kramer Avenue located in Villa Park. Villa Park did not charge Lombard for any engineering costs (Design, Construction Inspection, Construction Material Testing) associated with the St. Charles Road LAPP job, in turn Lombard has not requested any engineering costs for this short section of Kramer Avenue. The IGA and two (2) exhibits are attached.

At their meeting of November 12th, BOLI recommend that the Village Board authorize the Village President and Village Clerk to sign the IGA at their December 3, 2009 meeting. Villa Park has placed the item on their November 23rd Village Board agenda.

Please present this IGA order to the President and Board of Trustees for their review and approval at their regular meeting on December 3rd. If approved, please have a signed copy returned to Public Works-Engineering for further processing.

Attachments: IGA
Exhibit A (Engineering Drawing)
Exhibit B (Cost Estimate)

DAD/rgs

RESOLUTION
R_____10

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 Village of Villa Park regarding the resurfacing Kramer Avenue from the Lombard/Villa Park to a point approximately sixty (60) feet north. A engineering drawing and estimate of cost are included as attached hereto and marked as Exhibit "A" and Exhibit "B" respectively.

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 3rd day of December, 2009.

Ayes: _____

Nays: _____

Absent: _____

Approved this 3rd day of December, 2009.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF LOMBARD AND THE VILLAGE OF VILLA PARK
REGARDING IMPROVEMENTS TO KRAMER AVENUE**

THIS Agreement (hereinafter referred to as the "AGREEMENT") made and entered into this _____ day of _____, 2009, by and between the Village of Villa Park, an Illinois municipal corporation, DuPage County, Illinois (hereinafter referred to as "VILLA PARK"); and the Village of Lombard, an Illinois municipal corporation, DuPage County, Illinois (hereinafter referred to as "LOMBARD"). (VILLA PARK and LOMBARD being hereinafter sometimes referred to herein individually as a "Party" and collectively as the "Parties")

WITNESSETH:

WHEREAS, LOMBARD and VILLA PARK are municipal corporations duly organized and existing under the laws of the State of Illinois; and

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, LOMBARD and VILLA PARK each have jurisdiction over portions of Kramer Avenue; and

WHEREAS, Kramer Avenue is in disrepair, and LOMBARD and VILLA PARK desire to make improvements, including reconstructing the roadway, installation of gravel shoulders and replacement of driveway aprons as more fully described on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT will be constructed as part of LOMBARD Special Assessment 217C; and

WHEREAS, LOMBARD has prepared engineering plans, specifications, and estimates for the PROJECT under the supervision of a registered engineer in the State of Illinois; and

WHEREAS, LOMBARD and VILLA PARK desire to set forth their respective rights and duties concerning the costs for the PROJECT as specified in Exhibit "B" attached hereto and made part hereof; and

WHEREAS, LOMBARD and VILLA PARK desire to enter into this AGREEMENT pursuant to the aforementioned constitutional and statutory provisions, and in the spirit of intergovernmental cooperation, in order to construct the PROJECT; and

WHEREAS, the corporate authorities of LOMBARD and VILLA PARK hereby declare that it is in the best interests of LOMBARD and VILLA PARK to enter into this AGREEMENT, and have been authorized to execute this AGREEMENT;

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. LOMBARD will be responsible for the bidding, award of the contract and construction of the PROJECT.

2. LOMBARD, will prepare sufficient documentation to easily determine the extent of services, improvements, labor and material quantities placed in the VILLA PARK portion of the PROJECT and all amounts shown in Exhibit "B" will be adjusted according to the actual final quantities.

3. LOMBARD will invoice VILLA PARK monthly for VILLA PARK's respective share of the cost of the PROJECT, on an actual cost, progress payment basis. VILLA PARK will remit payment to LOMBARD in compliance with the Local Government Prompt Payment Act; however, it is agreed that payment extensions will be granted due to disputed invoices or other legitimate reasons.

4. LOMBARD will take over maintenance duties of the portion of the PROJECT in VILLA PARK during the construction phase; with LOMBARD being responsible for maintenance, signage, access to properties and emergency services access. Upon completion and written acceptance of the PROJECT by VILLA PARK, LOMBARD shall transfer maintenance duties for VILLA PARK's portion of the PROJECT areas back to VILLA PARK.

5. Pursuant to Articles 107.26 and 107.27 of the Standard Specifications for Road and Bridge Construction, adopted by the Illinois Department of Transportation, LOMBARD will require all contractors to name VILLA PARK, and its officers, agents and employees as additional insured's on insurance policies relating to the PROJECT, with certificates of insurance being provided to VILLA PARK to evidence same. In addition all contractors used by LOMBARD will be required to indemnify VILLA PARK, and its officers, agents and employees, relative to any damages caused by the contractors while performing work relative to the PROJECT. LOMBARD will require the contractor to meet or exceed minimum levels of insurance, based on either the VILLA PARK or the LOMBARD requirements, whichever are more stringent.

6. VILLA PARK agrees to pay one hundred percent (100%) of the PROJECT costs, based on Exhibit "B" unit prices, for those portions of the PROJECT that are within VILLA PARK as of October 31, 2009.

7. Except as noted in Section 6 above, VILLA PARK's share of construction costs is not to exceed the total cost as stated in Exhibit "B" without the prior written approval of VILLA PARK's Director of Public Works.

8. VILLA PARK will provide sufficient assistance throughout the PROJECT to successfully coordinate utility shut downs, relocations, detours, haul routes, newsletters, and customer relations in VILLA PARK.

9. LOMBARD will supply one set of reproducible record drawings to VILLA PARK within six (6) months of completion of construction of the PROJECT.

10. Notices 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, addressed as follows:

If to VILLA PARK:

Village of Villa Park
20 South Ardmore
Villa Park, Illinois 60181-2610
Attention: Village Manager

If to LOMBARD:

Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3969
Attention: Village Manager

11. This AGREEMENT shall remain in full force and effect until the PROJECT has been completed and all invoices have been paid.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their proper officers duly authorized to execute same, the day and year first above written.

VILLAGE OF LOMBARD

ATTEST:

President

Village Clerk

VILLAGE OF VILLA PARK

ATTEST:

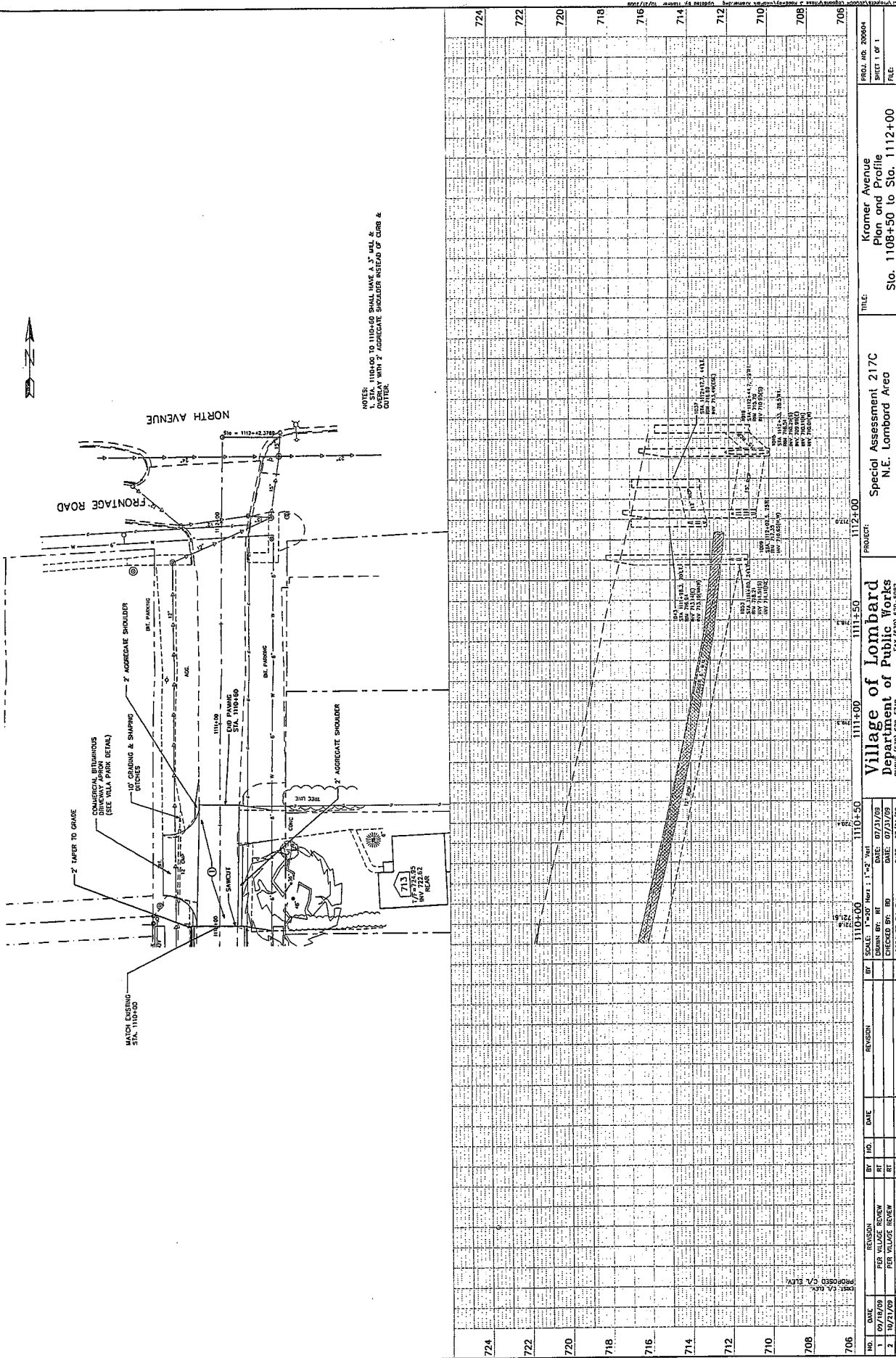
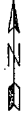
President

Village Clerk

Exhibit B

SPECIAL ASSESSMENT 217C - N.E. LOMBARD AREA
ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COSTS
VILLA PARK

ITEM	DESCRIPTION	UNIT	TOTAL	UNIT COST	TOTAL COST
1	21101615 TOPSOIL F & P 4	SQ YD	<u>160</u>	<u>\$ 2.81</u>	<u>\$ 449.60</u>
2	20101700 SUPPLEMENTAL WATERING	UNIT	<u>1</u>	<u>\$ 19.10</u>	<u>\$ 19.10</u>
3	21400100 GRADING & SHAPING DITCHES	FOOT	<u>10</u>	<u>\$ 16.94</u>	<u>\$ 169.40</u>
4	25200700 SODDING SPL	SQ YD	<u>160</u>	<u>\$ 5.95</u>	<u>\$ 952.00</u>
5	28000300 TEMPORARY DITCH CHECKS	EACH	<u>1</u>	<u>\$ 179.55</u>	<u>\$ 179.55</u>
6	40600100 BIT MATLS PR CT	GALLON	<u>17</u>	<u>\$ 2.09</u>	<u>\$ 35.53</u>
7	40600300 AGG PR CT	TON	<u>1</u>	<u>\$ 19.18</u>	<u>\$ 19.18</u>
8	40600850 HMA SC MIX "C" N50	TON	<u>25</u>	<u>\$ 84.65</u>	<u>\$ 2,116.25</u>
9	44000161 HMA SURF REM 3	SQ YD	<u>135</u>	<u>\$ 30.00</u>	<u>\$ 4,050.00</u>
10	42101300 PROTECTIVE COAT	SQ YD	<u>74</u>	<u>\$ 1.33</u>	<u>\$ 98.42</u>
11	PCC DRIVEWAY PVT 6 SP (VILLA PARK)	SQ YD	<u>39</u>	<u>\$ 52.08</u>	<u>\$ 2,031.12</u>
12	44000200 DRIVE PAVEMENT REM	SQ YD	<u>133</u>	<u>\$ 9.92</u>	<u>\$ 1,319.36</u>
13	48100100 AGGREGATE SHOULDER, TYPE B	TON	<u>4</u>	<u>\$ 52.50</u>	<u>\$ 210.00</u>
14	50105225 PIPE CULVERT REM SPL	FOOT	<u>37</u>	<u>\$ 12.14</u>	<u>\$ 449.18</u>
15	BIT DRIVEWAY PAVT 10 (VILLA PARK)	SQ YD	<u>97</u>	<u>\$ 40.34</u>	<u>\$ 3,912.98</u>
				TOTAL	\$ 16,011.67



NOTES:
 1. STA. 1110+00 TO 1112+00 SHALL HAVE A 1% GRADE
 2. ALL 2' AGGREGATE SHOULDERS INSTEAD OF CURB & GUTTER

NO.	DATE	REVISION	BY	DATE	REVISION
1	07/18/08	PER VILLAGE REVIEW	BT		
2	10/21/09	PER VILLAGE REVIEW	BT		

BT	SCALE: HORIZ. 1"=40'	DATE: 07/21/08
BT	VERT. 1"=4'	DATE: 07/21/08
BT	CHECKED BY: BT	DATE: 07/21/08
BT	APPROVED BY: SW	DATE: 07/21/08

PROJ. NO. 200804	TITLE: Kromer Avenue
SHEET 1 OF 1	Plan and Profile
FILE	Sta. 1108+50 to Sta. 1112+00

PROJECT: Special Assessment 217C	Village of Lombard
N.E. Lombard Area	Department of Public Works
	PHONE (630) 632-5940
	FAX (630) 632-5882