

LEGISTAR:120322

DISTRICT: 6

**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:** June 1, 2012 (BOT) Date: June 21, 2012

**SUBJECT:** First Amendment to the Intergovernmental Agreement with York Township regarding Route 53 and Madison Street

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

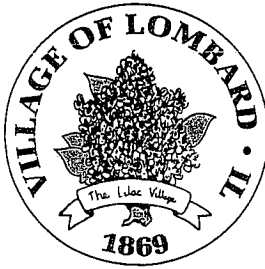
**BACKGROUND/POLICY IMPLICATIONS:**

A Resolution authorizing the signature of the President and Clerk on the First Amendment to the Intergovernmental Agreement with York Township regarding Route 53 and Madison Street. The amended IGA provides for the paving of incorporated sections of 14<sup>th</sup> Street and School Street in the York Co-op. The agreement further modifies the funding of the improvements in the unincorporated sections of Madison Street that will be constructed as part of the Intersection Improvement Project at Route 53 and Madison Street.

**Fiscal Impact/Funding Source:**

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.



June 1, 2012

TO: Village President and Board of Trustees

THROUGH: David A. Hulseberg, Village Manager

FROM: Carl Goldsmith, Director of Public Works *CG*

SUBJECT: First Amendment to the Intergovernmental Agreement with York Township regarding Route 53 and Madison Street

**Background**

In June 2010, the Village Board of Trustees approved the execution of an intergovernmental agreement (IGA) with the York Township Highway Commissioner relative to improvements to the intersection of IL Route 53 and Madison Street. The agreement provided for the Village to make improvements to the unincorporated portions of Madison Street as part of the project. The estimated cost of the improvements in the unincorporated segment of the project was \$402,049, which will be paid for by the York Township Highway Commissioner.

Since the execution of the IGA, the Village has been working with the York Township Highway Commissioner and DuPage County on the provision of water to the area commonly referred to as the York Co-op. The County is in the process of completing the construction of the water distribution system. The Township is in the process of preparing bid specifications and contract documents for a grind and overlay of the asphalt roadways in the York Co-op. It is anticipated that the grind and overlay project will take place in August 2012. The jurisdiction of the roadways within the York Co-op rests with the York Township Highway Commissioner, with the exception of portions of 14<sup>th</sup> Street from Meyers Road to a point 750 feet west of the western right-of-way line of Westmore and a portion of School Street from Roosevelt Road to 14<sup>th</sup> Street. These roadways were annexed by the Village of Lombard in 2008 during the construction of the South Booster Station.

The York Township Highway Commissioner approached the Village about including the roadways under the jurisdiction of Lombard in the York Co-op grind and overlay program. The Village's CIP does not have funding for this work, which is estimated at \$208,935.75. The coordination with the York Township Highway Commissioner on the project would allow the Village to meet a commitment that the Village made to the residents at the time of annexation. At the time, the residents expressed concerns over the levels of service provided by the Village versus those provided by the Township. Through this collaboration, all parties involved benefit.

As no funding source for the Village's contribution towards the York Co-op grind & overlay project is available at this time, the Village discussed the possibility of the York Township

Highway Commissioner paying the full cost of the York Co-op improvements and have that amount deducted from the York Township Highway Commissioner's contribution towards the Route 53 and Madison Project, which is anticipated to be completed in 2013-2014. The First Amendment to the Intergovernmental Agreement with York Township regarding Route 53 and Madison Street amends the previous agreement and provides a funding mechanism to construct the York Co-op grind and overlay project, as well as providing for the future 53 and Madison improvements.

The IGA has been reviewed by the Village Attorney and is consistent with past IGAs executed by the Village and the York Township Highway Commissioner. I respectfully request that this item be placed on the Village Board's agenda for the June 21, 2102 meeting.

**Recommendation**

Staff recommends that the Village Board of Trustees approve First Amendment to the Intergovernmental Agreement with York Township regarding Route 53 and Madison Street.

**RESOLUTION**

**R \_\_\_\_-12**

**A RESOLUTION AUTHORIZING SIGNATURE OF  
PRESIDENT AND CLERK ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received The First Amendment to an Agreement between the Village of Lombard and the York Township Highway Commissioner regarding the reconstruction of Madison Street between IL Route 53 and Finley Road.

**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 \_\_\_\_\_ day of June, 2012.

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

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

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

Approved this \_\_\_\_\_ day of June, 2012.

\_\_\_\_\_  
**William J. Mueller**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Brigitte O'Brien**  
**Village Clerk**

APPROVAL AS TO FORM:

\_\_\_\_\_  
**Thomas P. Bayer**  
**Village Attorney**

**FIRST AMENDMENT TO  
AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF LOMBARD AND  
THE YORK TOWNSHIP HIGHWAY COMMISSIONER  
REGARDING IMPROVEMENTS TO MADISON STREET**

JUN - 1 2012

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the "FIRST AMENDMENT") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the VILLAGE OF LOMBARD (the "VILLAGE") and the YORK TOWNSHIP HIGHWAY COMMISSIONER (the "COMMISSIONER"). The VILLAGE and the COMMISSIONER are hereinafter sometimes referred to collectively as the "Parties."

**WITNESSETH**

**WHEREAS**, the VILLAGE and the COMMISSIONER entered into AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE YORK CENTER HIGHWAY COMMISSIONER REGARDING IMPROVEMENTS TO MADISON STREET, dated June 17, 2010 (the "ORIGINAL AGREEMENT"); and

**WHEREAS**, the VILLAGE and the COMMISSIONER desire to amend certain provisions of the ORIGINAL AGREEMENT, so as to provide for an alternate way for the COMMISSIONER to compensate the VILLAGE for the COMMISSIONER'S share of the cost of the PROJECT (as defined in the ORIGINAL AGREEMENT); and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

**WHEREAS**, it is in the best interests of the VILLAGE and the COMMISSIONER to enter into this FIRST AMENDMENT;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. That Section 6 of the ORIGINAL AGREEMENT is hereby amended by adding the following to the end thereof:

"Payment to the VILLAGE, for the COMMISSIONER'S share of the PROJECT costs, as provided for under this Section, shall be made by the COMMISSIONER as follows:

- A. The COMMISSIONER shall, during July and August of 2012, proceed with the resurfacing of School Street, from Roosevelt Road to 14<sup>th</sup> Street, and 14<sup>th</sup> Street, from Meyers Road West, to a point 750 feet West of the West right-of-way line of Meyers Road, (hereinafter referred to as the "RESURFACING"), as part of a roadway resurfacing project relative to roadways under the jurisdiction of the COMMISSIONER, notwithstanding the fact that the aforementioned portions of School Street and 14<sup>th</sup> Street are under the jurisdiction of the VILLAGE; said RESURFACING being described and depicted in more detail on Exhibit "D" attached hereto and made part hereof.
- B. Upon Completion of the RESURFACING, the COMMISSIONER shall provide the VILLAGE with the actual cost incurred by the COMMISSIONER relative to the RESURFACING, along with documentation to support said amount.
- C. Upon completion of the PROJECT, the VILLAGE shall provide the COMMISSIONER with the actual cost incurred for the construction of the "Non-Village Improvements" as set forth on Exhibit "B", along with documentation to support said amount. The COMMISSIONER shall, within sixty (60) days of receipt of the foregoing, pay to the VILLAGE the amount of the actual cost of the "Non-Village Improvements," minus the actual cost of the RESURFACING."

2. That the ORIGINAL AGREEMENT is hereby amended by adding a new Section 13 thereto, which shall read in its entirety as follows:

"13. The COMMISSIONER shall require all contractors working on the RESURFACING to name the VILLAGE and its elected officials, officers, agents and employees as additional insureds on all insurance policies relative to the RESURFACING, with certificates of insurance to evidence same being tendered to the VILLAGE, and shall require any such contractors to indemnify and hold harmless the VILLAGE, and its elected officials, officers, agents and employees, relative to claims against the VILLAGE and its elected officials, officers, agents or employees as a result of or arising out of the RESURFACING. The COMMISSIONER will require the RESURFACING contractors to meet or exceed minimum levels of insurance, based on either the COMMISSIONER'S or the VILLAGE'S requirements, whichever are more stringent."

3. That the ORIGINAL AGREEMENT is hereby amended by adding Exhibit "D", attached hereto and made part hereof, as Exhibit "D" to the ORIGINAL AGREEMENT.

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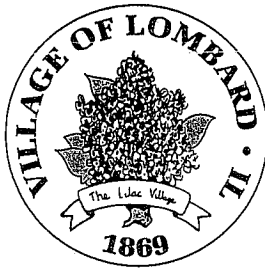
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Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

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

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\_\_\_\_\_  
William J. Mueller  
Village President

ATTEST:

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APPROVAL AS TO FORM:

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3. That the ORIGINAL AGREEMENT is hereby amended by adding Exhibit "D", attached hereto and made part hereof, as Exhibit "D" to the ORIGINAL AGREEMENT.

4. That all portions of the ORIGINAL AGREEMENT, not amended hereby, shall remain in full force and effect.

5. This FIRST AMENDMENT shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same FIRST AMENDMENT.

6. This FIRST AMENDMENT shall be deemed dated and become effective on the date the last of the Parties executes this FIRST AMENDMENT, as set forth below.

IN WITNESS WHEREOF, the VILLAGE and the COMMISSIONER, pursuant to the authority duly granted, have caused this FIRST AMENDMENT to be signed by their respective authorized corporate authorities.

VILLAGE OF LOMBARD

\_\_\_\_\_  
William J. Mueller, Village President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

Dated: \_\_\_\_\_

YORK TOWNSHIP  
HIGHWAY COMMISSIONER



\_\_\_\_\_  
Dick Schroeder, Highway Commissioner

Dated: 5/28/12

**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 William J. Mueller and Brigitte O'Brien, 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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
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 28 day of May, 2012.

Sharon Kuderna  
Notary Public

**Exhibit "D"**

**DETAILED DESCRIPTION AND DEPICTION OF  
THE RESURFACING**

(attached)



# York Township - 14th Street & School Street

