

DISTRICT: None

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

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

X

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: March 10, 2008 (COW) (B of T) Date: March 20, 2008

TITLE: Intergovernmental Agreement Between the Village of Lombard and York
Township Highway Commissioner Regarding the Water Transmission Main for
the Village's South Booster Station

SUBMITTED BY: David A. Dratmol, P.E., Village Engineer *DMR*

BACKGROUND/POLICY IMPLICATIONS:
See attached memo.

FISCAL IMPACT/FUNDING SOURCE:
None

Review (as necessary):

Village Attorney X _____
Finance Director X _____
Village Manager X *WTL* _____
Date _____
Date _____
Date 3/12/08

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

Legistar: 080149

To: William T. Lichter, Village Manager
From: David A. Dratmol, P.E., Village Engineer *DA*
Through: David P. Gorman, P.E., Acting Public Works Director *DA*
Date: March 10, 2008
Subject: York Township Highway Commissioner Intergovernmental Agreement

Intergovernmental Agreement between the Village of Lombard and the York Township Highway Commissioner Regarding the Water Transmission Main for the Village's South Booster Station

The South Booster Station Project (WA-07-01) requires the installation of water transmission mains within the right-of-way of 14th Street, just west of Westmore-Meyers Road, which is under the jurisdiction of the York Township Highway Commissioner. Prior to obtaining a highway construction permit, the York Township Highway Department requires an Intergovernmental Agreement with the Village of Lombard specifying:

- a) The Village's contractor shall maintain responsibility for the roadway for one year; and
- b) The Village shall hold harmless the York Township Highway Department officers and employees; and
- c) The Village shall be responsible for the maintenance and operation of the water transmission mains.

Two (2) original agreements are attached for review. Please present this item on the Board of Trustee's agenda for March 20th, 2008. Staff recommends approval.

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LOMBARD AND THE YORK
TOWNSHIP HIGHWAY COMMISSIONER IN REGARD TO THE WATER
TRANSMISSION MAIN FOR THE VILLAGE'S SOUTH BOOSTER STATION**

This Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT"), entered into this _____ day of _____, 2008, by and between the Village of Lombard (hereinafter referred to as the "VILLAGE") and the York Township Highway Commissioner (hereinafter referred to as the "COMMISSIONER"). The VILLAGE and the COMMISSIONER are hereinafter sometimes individually referred to herein as a "PARTY" or collectively as the "PARTIES."

W I T N E S S E I T H

WHEREAS, the COMMISSIONER has jurisdiction over and maintains 14th Street, from Westmore-Meyers Road to School Street in unincorporated DuPage County, Illinois (hereinafter referred to as the "STREET"); and

WHEREAS, the VILLAGE is proceeding with the construction of a water booster station on the South side of 14th Street, just East of School Street, and desires to construct approximately three hundred five (305) lineal feet of sixteen (16) inch ductile iron water main and approximately two hundred fifty-five (255) lineal feet of twenty (20) inch ductile iron water main, including valves and valve vaults, in the right-of-way of 14th Street, from Westmore-Meyers Road to School Street, in relation thereto; said water mains, valves and valve vaults being dedicated on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "TRANSMISSION MAIN"); and

WHEREAS, the COMMISSIONER has no objection to the VILLAGE'S construction of the TRANSMISSION MAIN in the STREET, provided the

TRANSMISSION MAIN, to be constructed in the STREET, and is expressly contingent agree and acknowledge that this AGREEMENT is applicable only to the 2. COVERAGE OF AGREEMENT. The VILLAGE and the COMMISSIONER

above, are incorporated herein by reference and are made part hereof.

1. INCORPORATION OF PREAMBLES. The preambles hereto, as set forth

and agreements contained herein, the PARTIES hereto agree as follows:

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants

to enter into this AGREEMENT;

WHEREAS, it is in the best interests of the VILLAGE and the COMMISSIONER

220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS

respective obligations, relative to the construction of the TRANSMISSION MAIN; and

WHEREAS, the COMMISSIONER and the VILLAGE desire to set forth their

cooperatively with respect to the construction of the TRANSMISSION MAIN; and

WHEREAS, the COMMISSIONER and the VILLAGE desire to work

(hereinafter referred to as the "CONSTRUCTION TERMS"); and

copy of said letter being attached hereto as Exhibit "B" and made part hereof

VILLAGE relative to the construction of the TRANSMISSION MAIN in the STREET; a

the VILLAGE with specific terms and conditions which must be complied with by the

WHEREAS, the COMMISSIONER, by letter dated January 8, 2008, has provided

properly restored after the construction of the TRANSMISSION MAIN; and

COMMISSIONER is held harmless from liability during construction and the STREET is

on obtaining the approvals and legislative acts required, if any, from or by the VILLAGE and the COMMISSIONER.

3. SURVEY, DESIGN AND CONSTRUCTION OF ACCESS IMPROVEMENTS.
The VILLAGE shall proceed with the surveying work, design and construction of the TRANSMISSION MAIN in the STREET, at the VILLAGE'S sole cost and expense, with said construction to be in compliance with the CONSTRUCTION TERMS.

4. MAINTENANCE OF THE TRANSMISSION MAIN. Upon completion of the TRANSMISSION MAIN, the VILLAGE shall be the sole owner of, and shall be solely responsible for the maintenance and operation of, the TRANSMISSION MAIN, with any such future maintenance being in compliance with the CONSTRUCTION TERMS.

5. RIGHT-OF-WAY FOR SURVEYING, DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION. To facilitate the construction of the TRANSMISSION MAIN, and the subsequent maintenance and operation thereof, the COMMISSIONER hereby grants to the VILLAGE, and the VILLAGE'S officers, agents, employees, consultants and contractors, the right to enter upon the STREET for the purpose of surveying, designing, constructing, maintaining and operating the TRANSMISSION MAIN.

6. VILLAGE INDEMNIFICATION OF THE COMMISSIONER. The VILLAGE shall indemnify and hold harmless the COMMISSIONER, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the VILLAGE, or its officers, agents, employees, consultants or

or oral agreements between them regarding the within subject matter. There are no understanding between the Parties and supersedes any prior understanding or written

9. ENTIRE AGREEMENT. This AGREEMENT contains the entire constitute one and the same AGREEMENT.

two (2) counterparts, each of which shall be deemed an original, but both of which shall 8. COUNTERPARTS. This AGREEMENT shall be executed simultaneously in

time designate in a written notice to the other PARTY. or to such other address, or additional PARTIES, as either PARTY may from time to

- A. If to the VILLAGE: Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148
- B. If to the COMMISSIONER: Highway Commissioner
York Township
19 W 475 Roosevelt Road
Lombard, Illinois 60148

receipt requested, postage prepaid, addressed as follows:

writing and shall be delivered personally or sent by registered or certified mail, return wish to, serve upon the other PARTY in connection with this AGREEMENT shall be in 7. NOTICES. Notice or other writings which either PARTY is required to, or may

in relation thereto.

COMMISSIONER, and to provide a certificate(s) of insurance to the COMMISSIONER additional insureds on the insurance policies required of the contractor relative to the construction, maintenance or operation of the TRANSMISSION MAIN, which insurance the COMMISSIONER, and its elected officials, officers, agents and employees, as VILLAGE further agrees to require any contractor retained by the VILLAGE to include contractors, in furtherance of the activities contemplated by this AGREEMENT. The

representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this AGREEMENT which are not fully expressed herein.

10. EFFECTIVE DATE. This AGREEMENT shall be deemed dated and become effective on the date the last of the Parties execute this AGREEMENT as set forth below.

IN WITNESS WHEREOF, the VILLAGE and the COMMISSIONER have caused this AGREEMENT to be duly executed by their respective corporate authorities.

VILLAGE OF LOMBARD

Date: _____

By: _____

Village President

ATTEST:

Village Clerk

YORK TOWNSHIP HIGHWAY COMMISSIONER

Date: _____

3/10/08

By: _____

Highway Commissioner

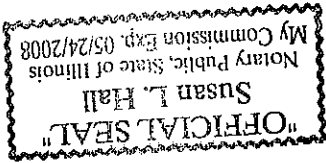
STATE OF ILLINOIS)
() SS)
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____



My Commission Expires: 5/24/2008

[Signature]
Notary Public


GIVEN under my hand and Notary Seal, this 11 day of March, 2008.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Richard Schroeder, personally known to me to be the Highway Commissioner of York Township, and also known to me to be the same person whose name is subscribed to the foregoing instrument as such Highway Commissioner, appeared before me this day in person and acknowledged that as such Highway Commissioner he signed and delivered the signed instrument, pursuant to his statutory authority, as his free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS)
) COUNTY OF DUPAGE)

Exhibit "A"
Depiction of Transmission Main

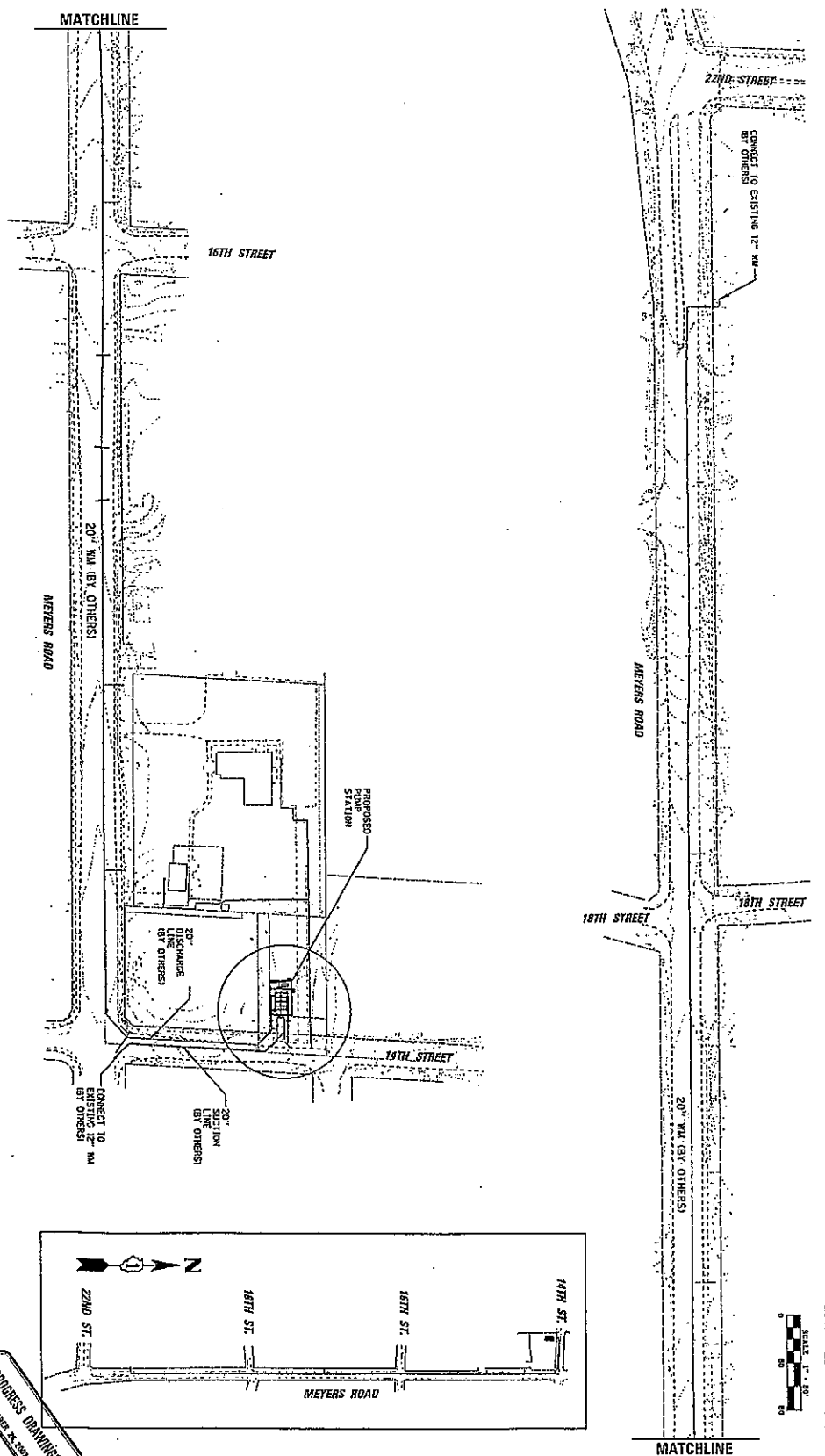
C.B.
CHRISTOPHER B. BURKE ENGINEERING, LTD.
 5575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 824-4500

C.D.B.M.

Village of Lombard
 255 EAST WILSON AVENUE
 LOMBARD, IL 60148-3531
 (630) 820-5100

NO.	DATE	BY	DESCRIPTION

TITLE
VILLAGE OF LOMBARD
SOUTH BOOSTER STATION
OVERALL PLAN

PROJECT NO. 06-251
 DATE: 04.08.18
 DRAWING NO. 011



PROGRESS DRAWINGS
 SHEET 25.202

Exhibit "B"
Construction Terms
(January 8, 2008 Letter from the
York Township Highway Commissioner to the Village of Lombard)



York Township Highway Department

Dick Schroeder
Highway Commissioner

January 8, 2008

Mr. Frank Kalisik

Civil Engineer

Village of Lombard

255 East Wilson Avenue

Lombard, Illinois 60148-3931

RE: Water Transmission Main for the South Booster Station

Requirements

Dear Mr. Kalisik,

As per our conversation, in addition to the work permit that has been previously faxed to you, I wish to include this written notification of the requirements necessary for the water transmission project.

York Township Highway Department requires FA-6 sand and gravel (no stone screening). It is to be placed in 12" lifts compacted to 95% standard density. We will need two 3" lifts of binder course, IL-19.0, N70. Our department also requires a 2" mill and overlay of surface course, mix "D", N70 from School Street to Meyers Road.

Prior to the initiation of the project, we also require you to obtain the following:

- \$5,000 cash bond which will be refunded after the completion of the overlay.
- A Certificate of Insurance listing York Township Highway Department as additionally insured.
- An Intergovernmental Agreement with the Village of Lombard holding the contractor responsible for the performance of our road for one year and to repair any problems observed.
- In this Intergovernmental Agreement, we need a Hold Harmless Agreement for the officers and employees of York Township Highway Department. Also include a statement that the Village of Lombard is responsible for the maintenance and operation of the water main.

If you have any questions regarding this matter, please feel free to contact me at the Highway Department.

Respectfully,

Dick Schroeder

York Township Highway Commissioner