

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: Scott Niehaus, Village Manager

DATE: June 22, 2015 (BOT) Date: July 16, 2015

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

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

BACKGROUND/POLICY IMPLICATIONS:

A Resolution authorizing the signature of the President and Clerk on the Third Amendment to the Intergovernmental Agreement with York Township regarding Route 53 and Madison Street. The amended IGA would allow the York Township Highway Commissioner to resurface 20th Street between Highland Avenue and Main 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 22, 2015

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

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

SUBJECT: Third 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.

In June 2012, the Village and the York Township Highway Commissioner executed the First Amendment to the IGA. The First Amendment to the IGA provided that the Commissioner would pave portions of School Street and 14th Street within Lombard's corporate limits as part of the Township's grind and overlay of the asphalt roadways in the former York Co-op. Under the First Amendment, the York Township Highway Commissioner paved 14th 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 14th Street. These roadways were annexed by the Village of Lombard in 2008 during the construction of the South Booster Station.

The portion of the improvement within the Village's right-of-way was estimated at \$208,935.75. As no funding source for the Village's contribution towards the York Co-op grind & overlay project was available at the 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. The First Amendment was approved by the Village Board on June 21, 2012.

In January 2014 the Village and the York Township Highway Commissioner executed the Second Amendment to the IGA. The Second Amendment sought to reduce the scope of the project due to the elimination of water and sanitary sewer through the unincorporated areas of

the project. This was done as a result of a survey that was conducted of the property owners. As a result of the project revisions, the following changes were made under the Second Amendment:

- Total Project cost was reduced from \$3,577,893 to \$3,314,503.
- The York Township Highway Commissioner's portion of the project costs were reduced from \$402,049 to \$307,497.

The Village and the York Township Highway Commissioner have been discussing the resurfacing of 20th Street between Main Street and Highland Avenue. Portions of the roadway are within the corporate limits of Lombard, while other sections are unincorporated territory. As the Village had not allocated funds in the 2015 Capital Improvement Plan for the work along 20th Street, estimated at \$90,124.40, the Village staff is proposing a similar agreement to the First Amendment to the IGA. The Commissioner will resurface portions of 20th Street within Lombard's corporate limits as part of the Township's grind and overlay program. This agreement would reduce the amount that the Highway Commissioner would pay to the Village for the Route 53 and Madison Improvements. Based upon the First Amendment and Second Amendment to the IGA, the balance due to the Village is reduced from \$98,652 to \$8,527.60. The CIP has been adjusted in future years to accommodate this change in the funding formula.

The Village Attorney has reviewed the agreement and the York Township Highway Commissioner has executed the agreement. I would request that this matter be placed on the Village Board agenda for the July 16, 2015 meeting. Should you have any questions, please feel free to contact me. I thank you for your time and consideration of this matter.

Recommendation

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

RESOLUTION
R ____-15

A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received The Third 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 July, 2015.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of July, 2015.

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

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

This THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the "THIRD AMENDMENT") is entered into this ____ day of _____, 2015, 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 TOWNSHIP HIGHWAY COMMISSIONER REGARDING IMPROVEMENTS TO MADISON STREET, dated June 17, 2010 (the "ORIGINAL AGREEMENT"); and

WHEREAS, the VILLAGE and the COMMISSIONER entered into a FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE YORK TOWNSHIP HIGHWAY COMMISSIONER REGARDING IMPROVEMENTS TO MADISON STREET, dated June 21, 2012 (the "FIRST AMENDMENT"); and

WHEREAS, the VILLAGE and the COMMISSIONER entered into a SECOND AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE YORK TOWNSHIP HIGHWAY COMMISSIONER REGARDING IMPROVEMENTS TO MADISON STREET, dated January 16, 2014 (the "SECOND AMENDMENT" – the ORIGINAL AGREEMENT as amended by the FIRST AMENDMENT and the SECOND AMENDMENT being hereinafter referred to as the "AMENDED AGREEMENT"); and

WHEREAS, the VILLAGE and the COMMISSIONER desire to amend certain provisions of the ORIGINAL AGREEMENT, relative to the form of the payment by the COMMISSIONER in regard to the COMMISSIONER'S portion of the cost of the PROJECT (as defined in the AMENDED 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 THIRD 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 AMENDED AGREEMENT is hereby amended as follows:
 - A. That subsection C is relabeled as subsection E, and revised to read in its entirety as follows:

"E. 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 and minus the actual cost of the RESURFACING - II."
 - B. That new subsections C and D shall be added thereto, to read in their entirety as follows:

"C. The COMMISSIONER shall, during July and August of 2015, proceed with the resurfacing of 20th Street, from Main Street to Highland Avenue, (hereinafter referred to as the "RESURFACING - II"), as part of a roadway resurfacing project relative to roadways under the jurisdiction of the COMMISSIONER, notwithstanding the fact that the aforementioned portion of 20th Street is under the jurisdiction of the VILLAGE; said RESURFACING - II being described and depicted in more detail on Exhibit "E" attached hereto and made part hereof.

D. Upon Completion of the RESURFACING - II, the COMMISSIONER shall provide the VILLAGE with the actual cost incurred by the COMMISSIONER relative to the RESURFACING - II, along with documentation to support said amount."

2. That the AMENDED AGREEMENT is hereby amended by adding a new Section 14 thereto, which shall read in its entirety as follows:

"14. The COMMISSIONER shall require all contractors working on the RESURFACING – II to name the VILLAGE and its elected officials, officers, agents and employees as additional insureds on all insurance policies relative to the RESURFACING – II, 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 – II. The COMMISSIONER will require the RESURFACING – II 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 AMENDED AGREEMENT is hereby amended by adding Exhibit "E", attached hereto and made part hereof, as Exhibit "E" to the AMENDED AGREEMENT.
- 4. That all portions of the AMENDED AGREEMENT, not amended hereby, shall remain in full force and effect.
- 5. This THIRD 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 THIRD AMENDMENT.
- 6. This THIRD AMENDMENT shall be deemed dated and become effective on the date the last of the Parties executes this THIRD AMENDMENT, as set forth below.

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

VILLAGE OF LOMBARD

**YORK TOWNSHIP
HIGHWAY COMMISSIONER**

Keith Giagnorio, Village President

Dick Schroeder, Highway Commissioner

ATTEST:

Sharon Kuderna, Village Clerk

Dated: _____

Dated: _____

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 Keith Giagnorio and Sharon Kuderna, 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 _____, 2015.

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 _____ day of _____, 2015.

Notary Public

Exhibit "E"

**DESCRIPTION AND DEPICTION OF
THE RESURFACING – II**

(attached)





York Township
L.I.E.

20th Street Lombard Portion

DuPage

York Township

Cost Estimate

Item No.	Items	Unit	Lombard	Unit Price	Total
			Qty		
1	Remove and Replace Unsuitable Material	CU YD	10.0	\$ 10.00	\$ 100.00
4	Topsoil Furnish & Place 4"	SQ YD	912.2	\$ 4.00	\$ 3,648.80
6	Sodding, Salt Tolerant	SQ YD	912.2	\$ 4.50	\$ 4,104.90
7	Nitrogen Fertilizer Nutrient	LB	11.4	\$ 7.00	\$ 79.80
8	Phosphorus Fertilizer Nutrient	LB	11.4	\$ 7.00	\$ 79.80
9	Potassium Fertilizer Nutrient	LB	11.4	\$ 7.00	\$ 79.80
10	Subbase Granular Material Type B	TON	72.4	\$ 18.00	\$ 1,303.20
11	Hot-Mix-Asphalt Surface Removal-Butt Joint	SQYD	133.3	\$ 15.00	\$ 1,999.50
12	Bituminous Materials (Prime Coat)	GAL	364.8	\$ 0.01	\$ 3.65
13	Hot-Mix Asphalt Surface Course IL-9.5, N50	TON	204.3	\$ 73.00	\$ 14,913.90
14	Leveling Binder (Machine Method) IL-4.75, N50	TON	78.7	\$ 90.00	\$ 7,083.00
18	HMA Surface Removal, Variable Depth, 0" - 2 1/2"	SQ YD	1,824.2	\$ 2.00	\$ 3,648.40
20	Bituminous Driveway Pavement Removal and Replacement, 3"	SQ YD	224.7	\$ 36.00	\$ 8,089.20
21	PC Concrete Driveway Pavement Removal and Replacement, 6"	SQ YD	107.5	\$ 45.00	\$ 4,837.50
25	Class D Patches, Type II, 6"	SQ YD	23.7	\$ 20.00	\$ 474.00
26	Class D Patches, Type III, 6"	SQ YD	17.8	\$ 20.00	\$ 356.00
27	Class D Patches, Type IV, 6"	SQ YD	464.4	\$ 20.00	\$ 9,288.00
28	Strip Reflective Crack Control Treatment	LIN FT	1,579.0	\$ 0.65	\$ 1,026.35
29	Saw & Seal Longitudinal Gutter Joint	LIN FT	1,579.0	\$ 0.65	\$ 1,026.35
33	Saw Cut Concrete Driveway	LIN FT	128.8	\$ 0.50	\$ 64.40
34	Saw Cut Asphalt Driveway	LIN FT	198.2	\$ 0.50	\$ 99.10
46	Concrete Gutter, 18"	LIN FT	1,579.0	\$ 16.50	\$ 26,053.50
47	Wedge /Gutter	LIN FT	1,579.0	\$ 0.75	\$ 1,184.25
51	Mailbox Relocate	EA	7.0	\$ 83.00	\$ 581.00
					\$ 90,124.40