

DISTRICT - Unincorporated

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, AICP, ICMA-CM, Village Manager

DATE: December 6, 2010 (COW) (B of T) **Date:** December 16, 2010

TITLE: Joint Funding Agreement, Madison Street/IL. Rt. 53 Intersection Improvements
Phase 1 Design Engineering

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

BACKGROUND/POLICY IMPLICATIONS:

Authorization to enter into a Joint Agreement with the Illinois Department of Transportation to share the cost (50% State/50% Local) of the preliminary design (Phase I) engineering for improvements (including signalization) to the intersection of Madison Street and Illinois Route 53.

FISCAL IMPACT/FUNDING SOURCE:

Joint Agreement Maximum Expenditure: \$150,000.00

MFT Funds: \$75,000.00

State Funds: \$75,000.00

HTE Project Number: 0711

PW Project Number: ST-07-06

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, AICP, ICMA-CM, Village Manager
Through: Carl Goldsmith, Director of Public Works *CJ*
From: David A. Dratnol, P.E., Village Engineer *DAD*
Date: December 6, 2010
Subject: Joint Funding Agreement for Madison Street/Illinois Route 53 Intersection Improvements; Preliminary Design (Phase 1) Engineering; Project Number: ST-07-06

Attached please find a resolution and an Agreement for sharing the cost of the Preliminary Design (Phase 1) Engineering between the Illinois Department of Transportation (IDOT) and the Village of Lombard for the Madison Street/Illinois Route 53 Intersection Improvements. This Agreement provides for the state to fund 50%, up to a maximum of \$75,000.00, for the subject project services. Staff recommends approval of the agreement in a form substantially as attached hereto. After completion of Phase 1 engineering, the Village will pursue funding for the Phase 2 engineering as a separate agreement.

Please present this Agreement and resolution to the President and Board of Trustees for their review at their regular meeting of December 16, 2010. If approved, please return two (2) original signed copies to Public Works-Engineering for further processing.

DAD/fsk

R E S O L U T I O N
R _____ 11

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

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and the Illinois Department of Transportation regarding the Illinois Route 53 and Madison Street Intersection Improvements project as attached hereto and marked Exhibit "A"; and

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 16th day of December, 2010.

Ayes: _____

Nays: _____

Absent: _____

Approved this 16th day of December, 2010.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

BUREAU OF DESIGN

Village of Lombard/State of Illinois
Illinois Route 53 Improvement
FAP Route 870
STATE Section: 533-X-N
Du Page County

December 2, 2010

Mr. William J. Mueller
Village President
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

Dear Mr. Mueller:

Enclosed are two (2) copies of the Joint Agreement for the subject improvement. Please have the Agreements approved and executed, and return to us as soon as possible.

Please be advised that the executed Agreements must be received by this office as soon as possible. If you cannot send us the executed documents as soon as possible, please contact us immediately. Thank you for your cooperation in the processing of this document.

If you have any questions or need additional information, please contact Mr. Ray Ritchie, Agreement Specialist, at (847) 705-4238.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

By: *Jose A. Dominguez, P.E.*

Jose A. Dominguez, P.E.
Project Support Engineer

Enclosures

EXHIBIT A

FAP 870 (Ill. Route 53)
State Section: 533 X-N
DuPage County
Job No. C-91- 062-10
Agreement No.: JN-501-011

AGREEMENT

This Agreement entered into this ____ day of _____, 20____ A.D, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the Village of Lombard of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the VILLAGE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving Illinois Route 53 at Madison Street, (FAP 870, Illinois Route 53, STATE Section 533 X-N, Job Number: C-91-062-10); and,

WHEREAS, the STATE and the VILLAGE are desirous of completing Preliminary Engineering (Phase 1) to recommend a course of action for insuring vehicular and pedestrian safety along Illinois Route 53 at Madison Street; and,

WHEREAS, the VILLAGE has agreed to become the Lead Agency in this project, and

WHEREAS, the STATE is agreeable to participating in its share of costs associated with the engineering; and

WHEREAS, the STATE and the VILLAGE are desirous of said engineering study in that same will be of immediate benefit to the VILLAGE residents;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The VILLAGE agrees, subject to concurrence by the STATE, to secure a qualified consultant, and enter into a professional service contract with said consultant, to provide or cause to be provided, the preliminary engineering to complete a Combined Design Study as outlined in the STATE's "Bureau of Design and Environment Manual."
2. The VILLAGE also agrees to pay, or provide for the payment of the entire cost of preliminary engineering subject to reimbursement by the STATE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost of preliminary engineering is \$150,000.
4. The STATE agrees to reimburse the VILLAGE for 50% of the cost associated with the preliminary engineering, up to a maximum of \$75,000.
5. Upon proof of retention of a qualified consultant, and receipt of an invoice, the STATE will pay to the VILLAGE, an amount equal to 100% of its obligation.

6. The VILLAGE agrees to provide to the STATE, 10 copies of the complete final version of the Combined Design Report.

7. The VILLAGE shall maintain, for a minimum of three years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other STATE Auditors, and the VILLAGE agrees to cooperate fully with any audit conducted by the Auditor General and other STATE Auditors, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

8. The VILLAGE agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the STATE.

9. The VILLAGE agrees that in the event any work is performed by other than VILLAGE forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body

or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply. Obligations of the STATE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the Phase I Engineering contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF LOMBARD

Attest: _____
Clerk

(Print)
Date: _____

By: _____
(Signature)
By: _____
(Print or Type)
Title: _____
Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Christine M. Reed, P.E.
Director – Division of Highways
Chief Engineer
Date: _____

TIN CERTIFICATION

The VILLAGE certifies that:

1. The number shown on this form is the VILLAGE's correct taxpayer identification number (or the VILLAGE_) is waiting for a number to be issued to them), and
2. The VILLAGE is not subject to backup withholding because: (a)the VILLAGE is exempt from backup withholding, or (b) the VILLAGE has not been notified by the Internal Revenue Service (IRS) that the VILLAGE is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the VILLAGE no longer subject to back-up withholding , and
3. The VILLAGE's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number:

Legal Status

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |