

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 7, 2010 (B of T) Date: June 17, 2010

TITLE: Intergovernmental Agreement with York Township

SUBMITTED BY: Carl Goldsmith, Director of Public Works *g*

BACKGROUND/POLICY IMPLICATIONS:

A Resolution authorizing the signature of the President and Clerk on an Intergovernmental Agreement with York Township regarding improvements to Madison Street. This IGA will allow the Madison Street reconstruction project between Finley and Route 53, including the intersection signalization project.

FISCAL IMPACT/FUNDING SOURCE

Contribution from York Township \$402,049

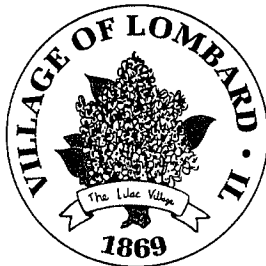
Review (as necessary):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X _____ Date _____

NOTE: Materials must be submitted to / approved by the Village Manager's Office by 12:00 pm, Wednesday, prior to the Agenda Distribution.



June 4, 2010

TO: Village President and Board of Trustees

THROUGH: David A. Hulseberg, Village Manager

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

SUBJECT: Intergovernmental Agreement with York Township regarding Madison Street

Background

The Village staff has been working on the proposed intersection improvements to IL Rt. 53 & Madison Street. This project is an important part of the overall traffic plan of the Village as it allows southbound motorists the opportunity to turn east into Lombard from Rt. 53. Currently the only permitted eastbound movement off of Rt. 53 is at North Avenue and St. Charles Road. Madison Street serves as one of the few through streets that travel from the east to west termini of Lombard.

A Project Development Report (PDR) was submitted to Illinois Department of Transportation (IDOT) by Christopher B. Burke Engineering Ltd. in 2007. The goal of this Project Development Report (PDR) was to establish and/or verify the costs to signalize the intersection of IL Route 53 and Madison Street. The project will also include the widening of Route 53 to a three lane section to accommodate a southbound left turn lane, and improvements to Madison Street that most likely will include modifying the profile of the street and a widening at Route 53. The section of Madison Street between Finley Road and IL Rt. 53 is under the jurisdiction of the York Township Highway Commissioner. As such, the Village has developed the attached IGA that permits the Village to make the necessary improvements to Madison Street to effectuate the Madison/IL Rt. 53 intersection improvement; including the installation of the traffic signal.

Currently, IDOT is preparing a Phase I Study for Illinois Route 53 which includes the Madison Street intersection. The proposed horizontal geometry at this intersection includes two through lanes in each direction and a southbound left turn lane along Illinois Route 53 and one through lane in each direction and a westbound left turn lane along Madison Street. The vertical geometry proposed by IDOT at this intersection includes raising the Illinois Route 53 profile to improve the approach grade of Madison Street. At present time, these improvements are not funded by IDOT. As such the Village is seeking to take interim steps to design and construct improvements to the intersection to assist in traffic flow and minimize the line of sight concerns at Madison and Rt. 53. The interim improvement includes reconstruction of Madison Street eastward to the Finley Avenue intersection to provide a Village of Lombard standard 28 foot wide residential cross section.

Staff has been working with the York Township Highway Commissioner on an IGA that details the obligations of the Village and the Township on the project, including the Townships contribution towards the improvement. The IGA provides the following:

- The Village shall serve as the lead agency for the project; including any bidding, award and construction of the improvement.
- The Village assumes responsibility for the maintenance of the project area during construction. Upon completion and acceptance of the improvements, the Township Commissioner shall be responsible for the maintenance of the project with the exception of the traffic signal at Rt. 53 and Madison Street.
- The Village shall pay for all improvements related to the intersection improvements that are within the Commissioner's jurisdiction. The estimate of the work is \$3,577,893.
- The Commissioner shall pay actual project costs (estimated at \$402,049) for the portion of the improvement to Madison Street that is not required as a condition of the intersection improvement.
- The Village agrees not to annex property in the project area prior to January 1, 2018, which is five years after the anticipated completion date. In the event that annexation occurs prior to January 1, 2018, the Village shall reimburse the Commissioner the Township's contribution towards the project on a sliding scale. This provision is applicable whether the annexation is voluntary or involuntary.

The IGA has been reviewed by the Village Attorney and is consistent with past IGAs executed by the Village and York Township. I respectfully request that this item be placed on the Village Board's agenda for the June 17, 2010 meeting.

Recommendation

Staff recommends that the Village Board of Trustees approve an Intergovernmental Agreement between the Village of Lombard and the York Township Highway Commissioner regarding improvements to Madison Street.

RESOLUTION
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 intergovernmental 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. An 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 17th day of June, 2010.

Ayes: _____

Nays: _____

Absent: _____

Approved this 17th day of June, 2010.

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 YORK TOWNSHIP HIGHWAY
COMMISSIONER REGARDING IMPROVEMENTS TO MADISON STREET**

This Agreement (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2010, by and between the York Township Highway Commissioner (hereinafter referred to as "COMMISSIONER") and the Village of Lombard (hereinafter referred to as the "VILLAGE"). The COMMISSIONER and the VILLAGE are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

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, the COMMISSIONER has jurisdiction over Madison Street between Finley Road and IL Route 53 (hereinafter referred to as the "ROADWAY"); and

WHEREAS, the ROADWAY is in disrepair, and the VILLAGE and COMMISSIONER desire to make improvements, including grinding and overlaying the ROADWAY, installation of curb and gutter, installation of sidewalks, installation of street lighting and the installation of a traffic signal as shown on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "PROJECT"); and

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

WHEREAS, it is in the best interest of the citizens of the VILLAGE and COMMISSIONER to enter into an agreement to undertake the PROJECT; and

WHEREAS, the VILLAGE agrees to pay all costs associated with the design and construction of the PROJECT, as specified in Exhibit "A" attached hereto and made part hereof; and

WHEREAS, the Parties to this AGREEMENT desire to set forth their respective rights and duties concerning the costs and expenses for the construction of the PROJECT;

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both the Parties hereto, the Parties hereby agree as follows:

1. The VILLAGE will act as the lead agency for the bidding, award of the contract and construction of the PROJECT.
2. The VILLAGE, as lead agency, will prepare sufficient documentation to determine the extent of services, improvements, and labor and material quantities associated with the COMMISSIONER portion of the PROJECT, and all amounts/quantities shown in Exhibit "B"

attached hereto and made part hereof, relative to the COMMISSIONER portion of the PROJECT, and the VILLAGE portion of the PROJECT, will be adjusted accordingly based upon the actual final quantities.

3. The VILLAGE will take over maintenance duties of the PROJECT during the construction phase; that is, the VILLAGE will be responsible for maintenance, signage, access to properties and emergency services access. Upon completion of the PROJECT, and written acceptance of the COMMISSIONER's portion of the PROJECT by the COMMISSIONER, the VILLAGE shall transfer maintenance duties for the COMMISSIONER's portion of the PROJECT back to the COMMISSIONER, with the exception of the traffic signal maintenance at Madison Street and IL Route 53, which shall remain the responsibility of the VILLAGE.

4. The VILLAGE will require all contractors to name the COMMISSIONER, and his officers, agents and employees as additional insureds on insurance policies, with certificates of insurance to evidence same, plus indemnification from said contractors relative to claims against the COMMISSIONER as a result of the construction of the PROJECT. The VILLAGE will require the contractor to meet or exceed minimum levels of insurance, based on either the VILLAGE or the COMMISSIONER's requirements, whichever is more stringent.

5. The VILLAGE agrees to pay, or cause to be paid, \$3,577,893 of the PROJECT costs, based on the Exhibit "B" unit costs for those portions of the PROJECT that are within the COMMISSIONER's jurisdiction. These costs are defined as "Intersection Improvements" and Village Improvements" on Exhibit "B".

6. The COMMISSIONER agrees to pay actual PROJECT costs based on the Exhibit "B" unit costs, up to a maximum of \$402,049, for those portions of the PROJECT that are within the COMMISSIONER'S jurisdiction. These costs are defined as "Non-Village Improvements" on Exhibit "B".

7. The VILLAGE agrees not to annex the limits of the PROJECT before January 1, 2018 under 65 ILCS 5/7-1 et seq. Should the VILLAGE deem necessary the annexation of any section of the PROJECT, it shall refund to the COMMISSIONER, the COMMISSIONER's monetary contribution to the cost of the PROJECT, on a prorated basis as defined by the "Annexation Reimbursement Schedule" contained in Exhibit "C", attached hereto and made part hereof, upon any such annexation.

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

9. The VILLAGE shall complete or cause the completion of the construction of the PROJECT under this AGREEMENT on or before _____, absent force majeure.

10. The VILLAGE will supply one (1) set of reproducible record drawings to the COMMISSIONER within six (6) months of completion of construction of the PROJECT.

11. The COMMISSIONER agrees to issue any and all necessary permits relative to the VILLAGE's construction of the PROJECT.

12. Notice 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 and addressed as follows:

A. If to the VILLAGE:

Director of Public Works
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

B. If to the COMMISSIONER:

Highway Commissioner
York Township Highway Department
1502 S. Meyers Road
Lombard, IL 60148

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

VILLAGE OF LOMBARD

Date: _____

By: _____
President

ATTEST:

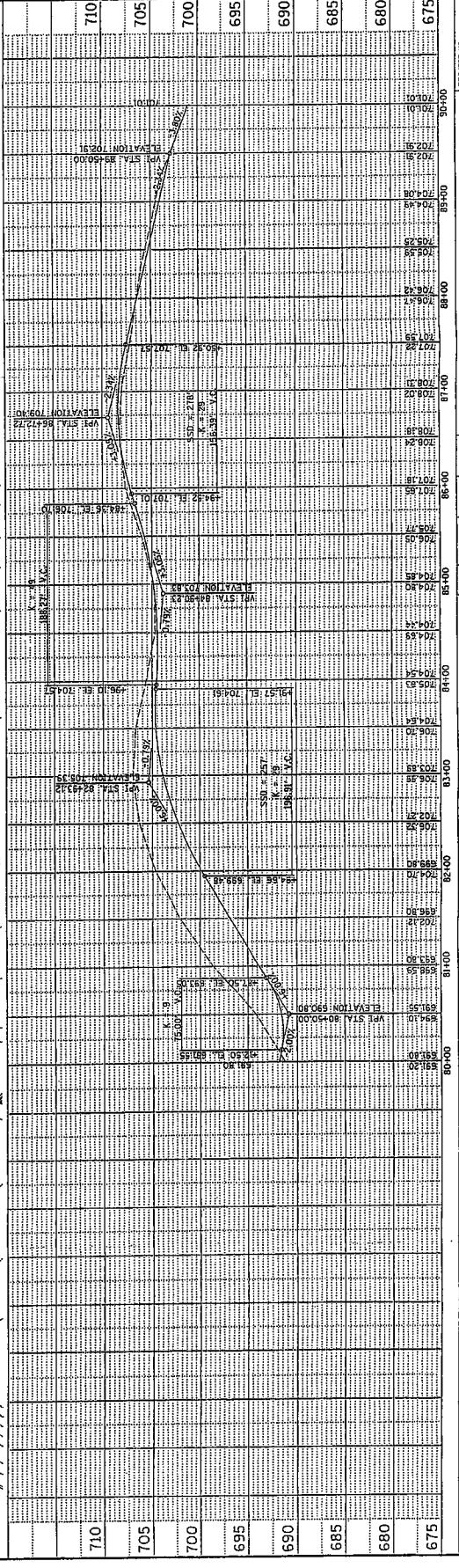
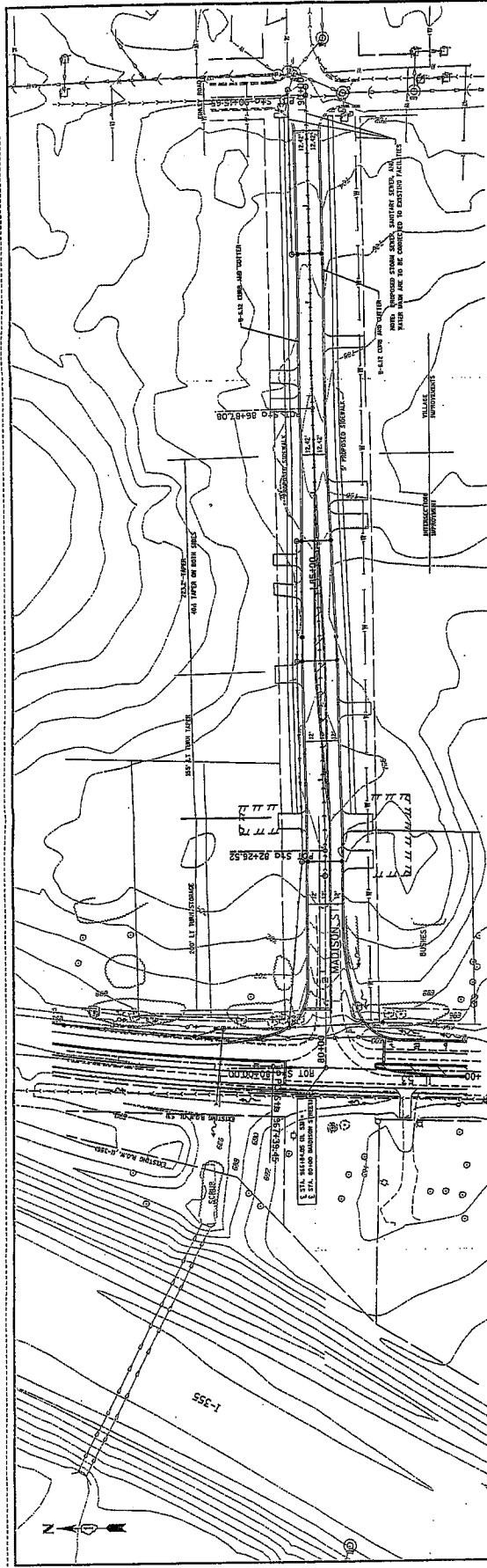
Clerk

YORK TOWNSHIP HIGHWAY COMMISSIONER

Date: _____


By: _____
Highway Commissioner


Exhibit "A"
PROJECT SCOPE



**MADISON STREET
ROADWAY PLAN AND PROFILE**

PROJECT NO. 06524
SHEET 2 OF 2
DRAWING DATE 9/27/2003
EXHIBIT E-4.1b

CLIENT:

Village of Lombard
 255 EAST WILSON AVENUE
 LOMBARD, IL 60146-3951
 (630) 620-3100

DESIGNER:

CHRISTOPHER B. BURKE ENGINEERING, LTD.
 8575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0600

NO.	DATE	REVISION	BY	CHKD.	APP'D.
1		ISSUE OF REVISION			
2		FOR CONSTRUCTION			

FILE NAME: W:\06524\06524\ROADWAY\PLAN AND PROFILE.DWG

Exhibit "B"
COST ESTIMATES

Earthwork Items	Unit	Unit Cost	Intersection Improvements		Village Improvements		Non-Village Improvements	
			Quantity	Cost	Quantity	Cost	Quantity	Cost
Earth Excavation	CY	\$23.50	3441	\$80,864	0	\$0	495	\$11,632.50
Furnish and Place Embankment	CY	\$23.50	400	\$9,400	0	\$0	0	\$0.00
Topsoll 4"	SY	\$5.50	6400	\$35,200	0	\$0	1625	\$8,937.50
Sodding	SY	\$6.00	6400	\$38,400	0	\$0	1625	\$9,750.00

Maintenance of Traffic Items								
Temporary Pavement	Sy	\$43.00	2100	\$90,300	0	\$0	0	\$0.00
Furnish Excavation (for temporary pavement)	Cy	\$23.50	2240	\$52,640	0	\$0	0	\$0.00
Earth Excavation (for temporary pavement)	Cy	\$23.50	2240	\$52,640	0	\$0	0	\$0.00
Temporary Pavement Removal	SY	\$5.00	2100	\$10,500	0	\$0	0	\$0.00
Temporary Pavement Markings	LSUM	\$7,500.00	1	\$7,500	0	\$0	0	\$0.00

Removal Items								
Pavement Removal	SY	\$13.00	1050	\$13,650	0	\$0	808	\$10,504.00
CC&G Removal	FT	\$7.00	750	\$5,250	0	\$0	0	\$0.00
Driveway Pavement Removal	SY	\$14.00	783	\$10,962	0	\$0	337	\$4,718.00
Storm Sewer Removal	FT	\$16.00	600	\$9,600	0	\$0	0	\$0.00
Drainage Structure Removal	EACH	\$500.00	6	\$3,000	0	\$0	0	\$0.00
Pipe Culvert Removal	FT	\$9.00	200	\$1,800	0	\$0	0	\$0.00

Roadway Items								
Pavement/Pavement Widening	SY	\$70.00	6797	\$475,790	0	\$0	1209	\$84,630.00
Blt. Overlay	SY	\$22.00	5449	\$119,878	0	\$0	0	\$0.00
Type B-6.12 CC&G	FT	\$20.00	1960	\$39,200	0	\$0	880	\$17,600.00
5" PPC Sidewalk	SF	\$6.00	0	\$0	3687	\$22,122	3600	\$21,600.00
Blt. Shoulders	SY	\$32.00	1400	\$44,800	0	\$0	0	\$0.00
Agg. Shoulders	SY	\$11.00	667	\$7,337	0	\$0	0	\$0.00
Driveway Pavement	SY	\$35.00	783	\$27,405	0	\$0	337	\$11,795.00

Storm Sewer Items								
Storm Sewer (mainline)	FT	\$65.00	670	\$43,550	0	\$0	175	\$11,375.00
Storm Sewer (laterals)	FT	\$45.00	632	\$28,440	0	\$0	30	\$1,350.00
Catch Basins	EACH	\$2,000.00	21	\$42,000	0	\$0	2	\$4,000.00
Manholes	EACH	\$1,900.00	5	\$9,500	0	\$0	2	\$3,800.00
Trench Backfill	CY	\$35.00	600	\$21,000	0	\$0	125	\$4,375.00
Driveway Culverts	FT	\$40.00	225	\$9,000	0	\$0	0	\$0.00

Traffic Control Items								
Traffic Signal	Each	\$275,000.00	1	\$275,000.00	0	\$0	0	\$0.00

Sanitary Sewer Items								
Manhole	EACH	\$2,500.00	0	\$0	3	\$7,600	0	\$0.00
8" Sanitary Sewer	FT	\$60.00	0	\$0	875	\$52,500	0	\$0.00
Service Connection w/cleanouts	EACH	\$4,000.00	0	\$0	9	\$36,000	3	\$12,000.00
Trench Backfill	CY	\$35.00	0	\$0	1700	\$59,500	0	\$0.00

Watermain Items								
8" Water Main	FT	\$55.00	0	\$0	950	\$52,250.00	0	\$0.00
Valve Vault	EACH	\$1,800.00	0	\$0	1	\$1,800.00	0	\$0.00
8" Valve	EACH	\$1,500.00	0	\$0	1	\$1,500.00	0	\$0.00
Fittings	LBS	\$7.00	0	\$0	500	\$3,500.00	0	\$0.00
Service Connection	EACH	\$2,000.00	0	\$0	9	\$18,000.00	3	\$6,000.00
Fire Hydrant	EACH	\$3,500.00	0	\$0	4	\$14,000.00	0	\$0.00
Trench Backfill	CY	\$35.00	0	\$0	50	\$1,750.00	0	\$0.00

Sub-Total \$1,564,606 \$270,422 \$224,067

Erosion Control (2% of Sub-Total)				\$31,292		\$5,408		\$ 4,481.34
Traffic Control and Protection (4% of Sub-Total)				\$62,684		\$10,817		\$ 8,962.68
Construction Layout (1.5% of Sub-Total)				\$23,469		\$4,056		\$ 3,361.01
Miscellaneous items (25% of Sub-Total)				\$391,151		\$67,806		\$ 56,016.75
			construction total	\$2,073,102		\$358,309		\$296,889

Utility Relocation (Estimated)	L. SUM			\$250,000		50,000		25000
Proposed Right-of-Way Acquisition								
Temporary Construction Easements (Estimated)	SQ. FT	\$27.00	7037	\$190,000				
Phase 1 Engineering (7% of Construction -Includes Geotech)				\$145,117		\$25,082		\$20,782
Phase 2 Engineering (10% of Construction)				\$207,310		\$35,831		\$29,689
Phase 3 Engineering (10% of Construction)				\$207,310		\$35,831		\$29,689

project total \$3,072,840 \$505,053 \$402,049

grand total \$3,979,941

Exhibit "C"
ANNEXATION REIMBURSEMENT SCHEDULE

In the event that the VILLAGE annexes any property, within the PROJECT area under the jurisdiction of the Commissioner, in accordance with 65 ILCS 7-1 et seq., the VILLAGE agrees to reimburse the COMMISSIONER for PROJECT costs on the following basis:

If the VILLAGE annexes the property prior to December 31, 2014, the VILLAGE shall reimburse to the COMMISSIONER eighty percent (80%) of the COMMISSIONER's PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT.

If the VILLAGE annexes the property between January 1, 2015 and December 31, 2015, the VILLAGE shall reimburse to the COMMISSIONER sixty percent (60%) of the COMMISSIONER's PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT.

If the VILLAGE annexes the property between January 1, 2016 and December 31, 2016, the VILLAGE shall reimburse to the COMMISSIONER forty percent (40%) of the COMMISSIONER's PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT.

If the VILLAGE annexes the property between January 1, 2017 and December 31, 2017, the VILLAGE shall reimburse to the COMMISSIONER twenty percent (20%) of the COMMISSIONER's PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT.