

VILLAGE OF LOMBARD

REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: 3/11/08 (COW) (B of T) Date: March 20, 2008

TITLE: Intergovernmental Agreement with York Township

SUBMITTED BY: David P. Gorman, Acting Director of Public Works *DPG*

BACKGROUND/POLICY IMPLICATIONS:

See Attached

FISCAL IMPACT/FUNDING SOURCE:

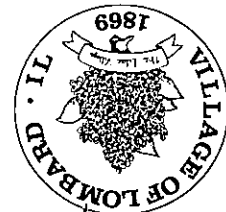
See Attached

Review (as necessary):

Village Attorney X	_____	Date	_____
Finance Director X	<i>W. T. L.</i>	Date	_____
Village Manager X	<i>DPG</i>	Date	<i>3/12/08</i>

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.



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David P. Gorman, PE, Acting Director of Public Works *DPG*

SUBJECT: Agreement with the York Township Highway Department

DATE: March 11, 2008

Please place the attached proposed Agreement with the York Township Highway Department regarding their 2008 roadway work on the Board of Trustees' agenda for March 20th. The Village has entered into similar agreements with the Township in past years to reimburse them for costs incurred to install ribbon curb and resurface roadways within Village limits. The Village Attorney has reviewed the Agreement and I recommend that the Village Board authorize the President and Clerk to sign the Agreement.

Those areas for initial 100% reimbursement are School Avenue just north of 22nd Street, 16th Street along Montini High School, and 13th Street just west of Garfield Street. Those lengths of School Avenue and 13th Street are inside the Village limits. I have included 16th Street since Montini has signed a pre-annexation agreement and they are anticipated to annex this year.

Also included in the Agreement is a provision to reimburse the Township for construction costs incurred to improve any of those roadways shown on Exhibit A of the Agreement (Congress Knolls and the Mary's Lane/Grammercy Park Lane/Pine View Street loop) if they would be annexed during calendar year 2008 at a rate of 100%, during 2009 at a rate of 80%, during 2010 at a rate of 60%, during 2011 at a rate of 40%, and during 2012 at a rate of 20%. Per the unit cost for Exhibit B page 1/4, those costs are \$79,75, \$63,80, \$47,85, \$31,90 and \$15.95 per lineal foot, respectively. Thus, these costs should be considered for any annexations within this five-year period.

Please call me if you have any questions.

DG:djg IGA Road Work 2008 BOT Memo

attachment: proposed Agreement (3 copies)

RESOLUTION
R _____
08

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 York Township, 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 contract as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said contract as attached hereto.

Adopted this 6th day of March, 2008

Ayes: _____

Nays: _____

Absent: _____

Approved this 6th day of March, 2008

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 SCHOOL AVENUE, 16th STREET AND 13th STREET**

This Agreement (hereinafter referred to as the "AGREEMENT") is entered into this 6th day of March, 2008, by and between the York Township Highway Commissioner (hereinafter referred to as "COMMISSIONER") and the Village of Lombard (hereinafter referred to as the "VILLAGE").

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 VILLAGE and COMMISSIONER each have jurisdiction over a portion of School Avenue, 16th Street and 13th Street; and

WHEREAS, Said roadways are in disrepair and the VILLAGE and COMMISSIONER desire to make improvements including grinding and overlaying the road and installation of gutter as more fully described on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "PROJECT"); and

WHEREAS, the COMMISSIONER 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 and COMMISSIONER agree to share the costs for the PROJECT as specified in Exhibit B 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 COMMISSIONER will act as the lead party for the bidding, award of the contract and construction of the PROJECT.

2. The COMMISSIONER, as lead party, will prepare sufficient documentation to easily determine the extent of services, improvements, labor and material quantities placed in each VILLAGE portion of the PROJECT and all amounts shown in Exhibit "B" will be adjusted according to the actual final quantities.

3. The COMMISSIONER will invoice the VILLAGE monthly for its respective share of the costs of the PROJECT on an actual cost progress payment basis. The VILLAGE will remit payment to the COMMISSIONER directly according to the Local Government Prompt Payment Act; however, it is agreed that payment extensions will be granted due to disputed invoices or other legitimate reasons.

4. The COMMISSIONER will take over maintenance duties of the PROJECT during the construction phase; that is, the COMMISSIONER will be responsible for maintenance, signage, access to properties and emergency services access. Upon completion and written acceptance of the PROJECT by the VILLAGE, the COMMISSIONER shall transfer maintenance duties for the VILLAGE's portion of the PROJECT areas back to the VILLAGE.

5. The COMMISSIONER will require all contractors to name the VILLAGE, and its 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 VILLAGE as a result of the construction of the PROJECT. The COMMISSIONER 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.

6. The VILLAGE will provide \$2,000.00 to the COMMISSIONER as its share of the cost for any design work, construction materials testing and resident engineering costs. The COMMISSIONER will inspect, at his sole cost and expense, the work that is paid for at 100% COMMISSIONER cost.

7. The VILLAGE agrees to pay 100% of the PROJECT costs based on the Exhibit B unit costs for those portions of the PROJECT that are within the VILLAGE limits as of December 31, 2008.

8. The VILLAGE agrees to reimburse the COMMISSIONER for the PROJECT costs based on the actual final unit costs for any portions of roadways that may be annexed into the VILLAGE during calendar year 2009 at a rate of 80%, during 2010 at a rate of 60%, during 2011 at a rate of 40%, and during 2012 at a rate of 20% of the construction cost for those portions of the PROJECT annexed.

9. Except as noted in 7 and 8 above, the VILLAGE'S share of construction costs is not to exceed the total cost as stated in Exhibit B without prior written approval from the VILLAGE'S Director of Public Works.

10. The COMMISSIONER 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.

11. The COMMISSIONER shall complete or cause the completion of the construction of the PROJECT under this AGREEMENT on or before December 31, 2008, absent force majeure.

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

13. 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

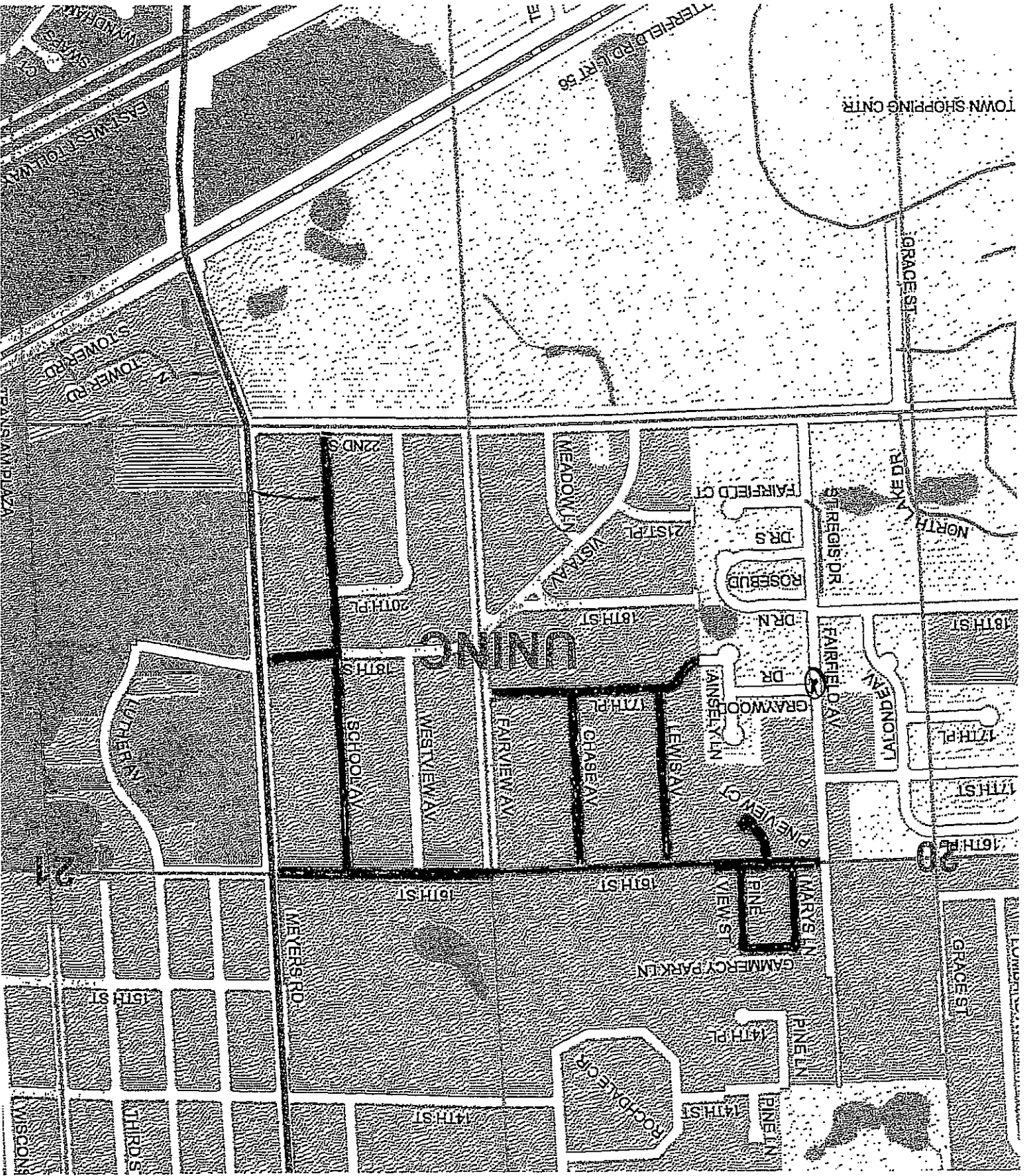
Date:

By:

Highway Commissioner
Mark Schneider

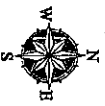
ATTEST:

Clerk



YORK TOWNSHIP ROADWAY WORK
 PLANNED FOR 2008.

EXHIBIT A, 1/2



York Township Road Work in Lombard ROW

1 in. = 750.0 feet



FEB. 2008

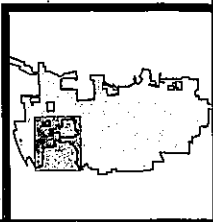
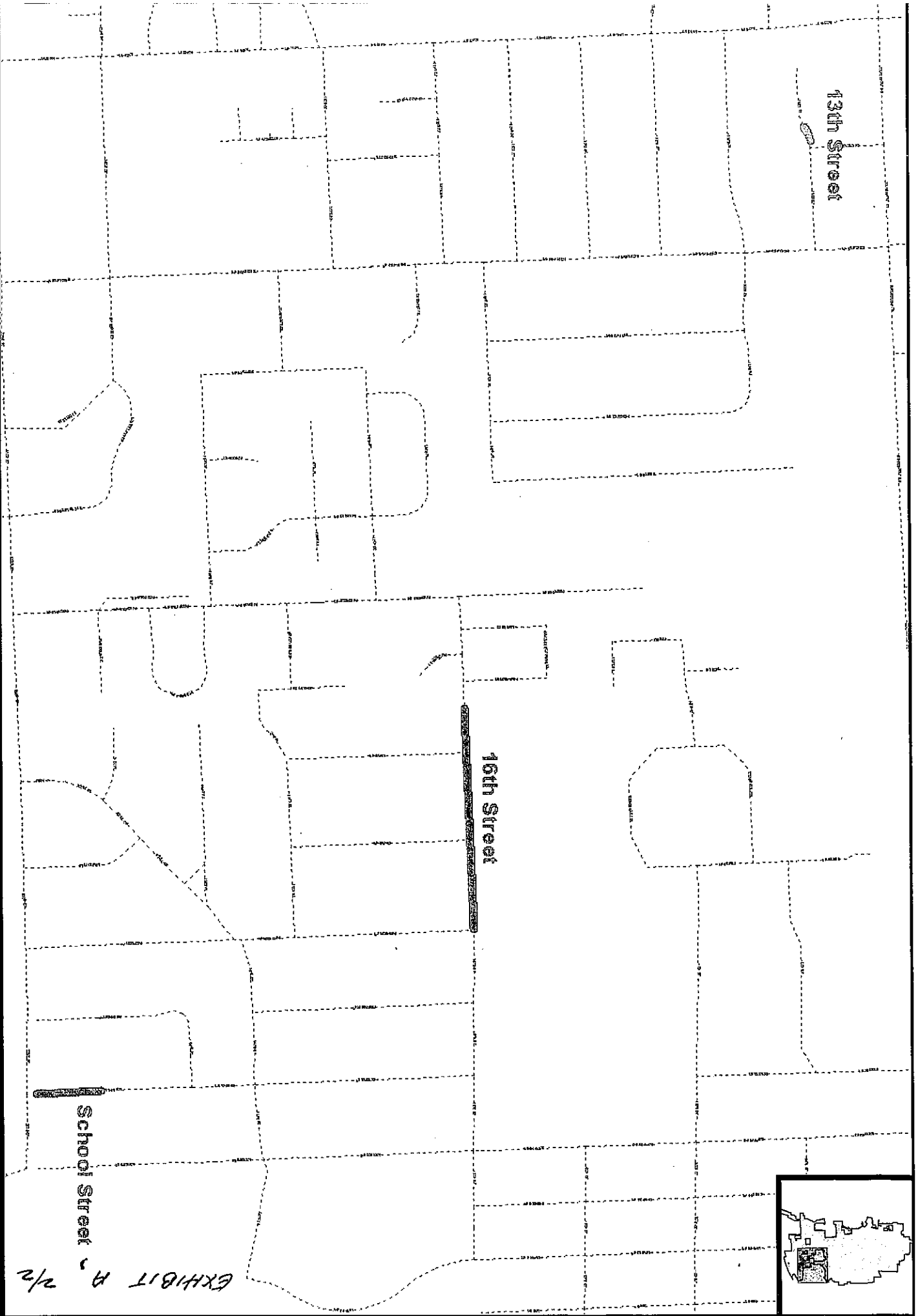


EXHIBIT A, 2/2

