

LEGISTAR: 230114
DISTRICT: 3

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: January 11, 2024 (COW) (B of T) **Date:** February 1, 2024

TITLE: IDOT-Intergovernmental Agreement (IGA) for the Intelligent Transportation Systems Project

SUBMITTED BY: Carl Goldsmith, Director of Public Works 

BACKGROUND/POLICY IMPLICATIONS:

Interagency Agreement with IDOT relative to the Smart Corridors Project along the Butterfield Road (IL RT 56) corridor. This project includes traffic signal improvements, signal timing, changeable message signs (related to traffic messaging), new signage, traffic surveillance, ADA improvements and all other work necessary to complete the improvement per the plans prepared by IDOT.

FISCAL IMPACT/FUNDING SOURCE:

\$646,734 420.730.730.75420 Motor Fuel Tax Fund

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.



January 11, 2024

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl S. Goldsmith, Director of Public Works 

SUBJECT: IDOT–Intergovernmental Agreement (IGA) for the Intelligent Transportation Systems Project

The subject agreement between the Illinois Department of Transportation (IDOT) and the Village of Lombard (Village) defines existing interagency maintenance of State signalized intersections. The agreement includes cost participation for regular maintenance and energy costs at these intersections. Village signals are directly maintained under a separate contract.

This project includes traffic signal improvements, signal timing, changeable message signs (related to traffic messaging), new signage, traffic surveillance, ADA improvements and all other work necessary to complete the improvement per the plans prepared by IDOT.

The Village of Lombard has partial jurisdiction of three (3) signals that are located within the project area; IL 56 @ Fairfield Avenue, IL 56 @ Maxant/Technology Drive and IL 56 @ Fountain Square. When initially brought to the Board in April of 2023, the Village was told it would be responsible for ten percent (10%) of the costs for engineering & construction and 100% of emergency vehicle pre-emption (where applicable). However, in November of 2023 IDOT informed the Village that because these signals were constructed under an IDOT permit and are considered to be “private benefit”, that the Village is responsible for 100% for all engineering & construction costs at the previously mentioned intersections. The table below shows the changes in costs from March of 2023 to November of 2023.

Intersection IL-56 (Butterfield Rd.) at	Work Activity	March 2023			November 2023		
		Cost	%	TOTAL	Cost	%	TOTAL
Highland Ave	Construction	\$ -	0%	\$ -	\$ 300	5%	\$ 345
	Engineering	\$ -	0%		\$ 45	5%	
Fairfield Ave	Construction	\$ 11,190		\$ 12,869	\$ 195,956	100%	\$ 235,490
	Engineering	\$ 1,679			\$ 29,393	100%	
	EVP	\$ -			\$ 10,141	100%	
Maxant/Tech Drive	Construction	\$ 6,670	10%	\$ 8,821	\$ 227,047	100%	\$ 268,553
	Engineering	\$ 1,001	10%		\$ 34,057	100%	
	EVP	\$ 1,150	100%		\$ 7,449	100%	
Fountain Square	Construction	\$ 6,260	10%	\$ 7,199	\$ 117,251	100%	\$ 142,346
	Engineering	\$ 939	10%		\$ 17,588	100%	
	EVP	\$ -			\$ 7,507	100%	
		TOTAL		\$28,889	TOTAL		\$646,734

The total cost to the Village for these improvements is estimated at \$646,734. The funds for the project and ongoing costs are included in the Village's Capital Improvement Plan and funded by Motor Fuel Tax revenue.

Please present this item to the President and Board of Trustees for their review and approval at the regular meeting on February 1, 2024. If approved, please return three (3) executed copies of the agreement to PW Engineering for further processing.

RESOLUTION

R _____24

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

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement between the Village of Lombard and the Illinois Department of Transportation regarding maintenance at State signalized intersections.

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.

Adopted this 1st day of February, 2024.

Ayes: _____

Nays: _____

Absent: _____

Approved this 1st day of February, 2024.

Keith Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

FAP 365 / FAU 3545 IL 56
IL 56 from IL 59 to York Rd
State Section: 2020-265-SUR,SW&TS
County: DuPage
Job No. : D-91-078-21
Contract No.:62N32
Agreement No.: JN-123-024

ADDENDUM AGREEMENT

This Addendum Agreement entered into this _____ day of _____,
2024 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 STATE and the VILLAGE entered into an Agreement executed on
6/23/2023 for the improvement of FAP Route 365 FAU Route 3545, Illinois 56 from
Illinois 59 to York Rd, identified as STATE Job No.: D-91-078-21, Contract Number
62N32, STATE Section No. 2020-265-SUR,SW&TS, which includes the
implementation of Intelligent Transportation Systems (ITS) to improve all modes of
transportation along the IL 56 corridor. This includes traffic signal modernization,
signal timing, changeable message signs. New signing, traffic surveillance, ADA
improvements and all other work necessary to complete the improvement in
accordance with the approved plans and specifications; and

WHEREAS, since the execution of the aforementioned Agreement, it was found to be that there are three private benefit signals that were missed; IL 56 at Fairfield Ave, Maxant/Tech and Fountain Sq. The updated percentage costs and cost splits for the traffic signals are reflected in the updated Exhibit A. It was also found to be that one intersection (IL 56 @ Highland Ave) was omitted from the financial responsibility for maintenance and energy charges for which the VILLAGE is partially responsible for; and

NOW, THEREFORE, BE IT AGREED that the aforementioned Agreement is revised as follows:

1. Page 2, Item 3, of the Agreement shall be revised to read as follows as if fully incorporated therein by reference:

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on the Revised Exhibit A, dated 11/6/2023 attached hereto and made a part hereof.

2. Page 5, Item 16, of the Agreement shall be revised to read as follows as if fully incorporated therein by reference:

16. Upon acceptance by the STATE of the new traffic signal work included herein, the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
IL 56 at Highland Ave		
STATE Share	100%	75%
VILLAGE Share	0%	25%

3. Page 10, Exhibit B Funding Resolution, shall be revised to read as follows as if fully incorporated therein by reference:

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Six Hundred Forty Six Thousand Seven Hundred Thirty Four Dollars (\$646,734.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

4. All other terms and conditions of the original Agreement not in conflict with this ADDENDUM shall remain unchanged and in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SEE NEXT PAGE FOR SIGNATURES

Obligations of the STATE and the VILLAGE 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 ADDENDUM and the covenants contained herein shall be null and void in the event the contract covering the construction work 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

By: _____
(Signature)

Attest:

Clerk

(SEAL)

By: _____
(Print or Type)

Title: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

Job No. : D-91-110-22
Agreement No.: JN-123-024
Addendum One