

Sandy Evans

From: Jeff Taylor
Sent: Wednesday, December 11, 2019 9:37 AM
To: Walter Denton
Cc: Sandy Evans
Subject: FW: Reimbursement Request for Kyle Road Trailhead Parking Lot
Attachments: 2019.07.03 signed Intergov Agreement City of OFallon - MCMTD.pdf

Walter,

MCT is requesting reimbursement in the amount of \$44,750 for 50% of the parking lot on Kyle Road. This amount was approved in the attached intergovernmental agreement. Where should this expense be coded?

Jeff M. Taylor, PE

Director of Public Works
City of O'Fallon
255 South Lincoln Avenue
O'Fallon, IL 62269
618-624-4500 x 3
jtaylor@ofallon.org

ok to pay -
per wds -
Strategic Plan
78-01-4882
one

From: Mark Steyer <msteyer@mct.org>
Sent: Friday, November 29, 2019 10:34 AM
To: Jeff Taylor <jtaylor@ofallon.org>
Cc: Michelle Domer <mdomer@mct.org>
Subject: Reimbursement Request for Kyle Road Trailhead Parking Lot

John - Resolution
see next page

[EXTERNAL]

Jeff,

Madison County Transit District humbly request reimbursement for 50% of the cost of construction of the Kyle Road Trailhead parking lot in the amount of \$44,750.00, according to the Intergovernmental Agreement between the City of O'Fallon and Madison county Transit District signed July 3, 2019

Thank you for the City of O'Fallon's funding assistance on this much needed parking lot for trail users.

Mark Steyer, P.E.
Director of Engineering
Madison County Mass Transit District
One Transit Way, P.O. Box 7500, Granite City, IL 62040
P 618-797-4600 | F 618-797-4989 | C 618-973-1990
msteyer@mct.org

CITY OF O'FALLON, ILLINOIS
RESOLUTION 2019 - 52

**AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL
AGREEMENT WITH MADISON COUNTY MASS TRANSIT DISTRICT FOR THE
KYLE ROAD PARKING LOT**

WHEREAS, the City of O'Fallon, a municipal corporation, has entered into an agreement with Madison County Transit for the construction of the Kyle Road Parking Lot, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

That the City of O'Fallon authorizes its appropriate representatives to sign the intergovernmental agreement with the Madison County Mass Transit District and perform any necessary budget adjustments.

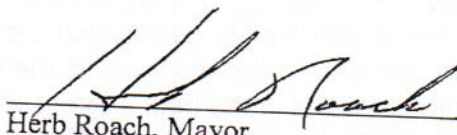
Passed and approved this 1st day of July 2019.

ATTEST:




Jerry Mousset, City Clerk

Approved:


Herb Roach, Mayor

Robin - Do Budget
amendment -

78-01-4882 - Develop. Project

78-00-3948 - trans. from
reserves.

6. The CITY hereby grants the DISTRICT a permanent easement for the construction and maintenance of the project. The easement area is identified in Exhibit A, as the shaded portion of the project area.
7. Upon completion of the trailhead project, upon written request from the District, the CITY shall reimburse DISTRICT for 50% of the cost of construction of the project, an amount of forty four thousand, seven hundred fifty dollars (\$44,750.00) within 90 days of the request.
8. CITY will be responsible for the (picking up trash, emptying the trash container(s) as needed. The District, at its expense, shall provide and install such trash containers, in one or more locations at the Trailhead site.
10. The parties agree that the trailhead and connecting trail shall be open to the public from dawn to dusk.
11. DISTRICT and DISTRICT'S contractor will hold the CITY Harmless, etc. for any and all claims arising out of the construction of this project. DISTRICT's contractor will provide a copy of contractor's insurance binder listing CITY as an additional insured for this project.
12. The term of this agreement shall be twenty years or as otherwise may be agreed upon by the parties in writing
13. The parties each warrant to the other that they have taken all actions necessary to enter into this Inter-governmental Agreement and that this Agreement is binding on the parties, their successors and assigns.

City of O'Fallon, Illinois

By: _____

Mayor

Witness: _____

OFFICIAL SEAL

Date: _____

Approved as to form:

City Attorney

Madison County Mass Transit District

By: _____

Managing Director

Witness: _____

Date: _____

Approved as to form:

District Attorney

WHEREAS, in 2006, MCT received grants from IDNR and MEPRD to develop Phase I of the Troy – Scott Trail with a north terminus at the MCT Schoolhouse Trail, at a location commonly known as Troy Junction in Madison County to a south terminus at a point just north of I-55/70, and

WHEREAS, MEPRD and MCT agree it would be in the public's best interest to mutually cooperate in the acquisition, design, development, and maintenance of the Troy – Scott Trail project.

MEPRD and MCT agree that the purpose of this Agreement is to acquire property, design, construct, operate and maintain two bike trails known as the Troy – Scott Trail and the Woodland Park Trail. The Troy – Scott Trail (from Troy Junction in Madison County to a south terminus of Kyle Rd. in St. Clair County), and the Woodland Park Trail (from the Troy – Scott Trail to Woodland Park in Collinsville), is to be constructed in accordance with the grants that have been received by MEPRD and MCT from the Illinois Department of Natural Resources, (IDNR); and in accordance with the Federal Enhancement grants received by MEPRD through the Illinois Department of Transportation.

In consideration of the mutual promises, covenants, terms and conditions stated herein, the parties mutually agree as follows:

1. MCT has experience and expertise in the design, construction, operation and maintenance of bike and recreation trails such as those to be constructed by this project. The parties agree that it is in the best interest of the public and in their mutual best interest that the project be designed and constructed by MCT.
2. Attached hereto and made a part hereof and marked as: Attachment "A" is a copy of the grant applications and grant agreements; Attachment "B" is the project budget.
3. MCT shall be solely responsible for the property acquisition, design, and construction of the project in accordance with the terms, conditions, obligations and project budget of the funding sources. MCT shall prepare the specifications for the project; conduct the bid process in conformity with applicable laws, rules and regulations, and in compliance with the terms of the funding sources. MCT shall be responsible for the acquisition and purchase of the real and personal property needed for the project. All real and personal property acquired shall be the property of MCT. MEPRD shall pay actual acquisition costs, direct and indirect, not to exceed MEPRD's financial obligations as defined in Attachment "B".
4. The parties agree to cooperate fully and in good faith with each other in the performance of the project and compliance with the grant requirements. The parties shall meet no less than quarterly during the acquisition, design, and construction phases to discuss the details and status of the project.

MEPRD. Effective July 1, 2012, the amount above shall increase with the Consumer Price Index, (CPI) for each year and compounding every subsequent year.

13. MEPRD and MCT acknowledge and understand that MEPRD is now and shall at all times be and shall remain as the grantee pursuant to the IDNR grant and Federal Enhancement Funding. This Intergovernmental Agreement between the parties regarding the grant is not intended to directly or indirectly alter or amend either the grant or the grantor-grantee relationship with either of these governmental agencies. The primary purpose of the Intergovernmental Agreement is for MCT to assist MEPRD in the performance of and the compliance with the terms and conditions as required by the funding sources.

14. MCT, and its successors and assigns, hereby agree to indemnify and hold MEPRD harmless from and against any and all damages, suits, claims, causes of action or pretended causes of action arising from any injury to any person or damage to property directly or exclusively caused by MCT, its officers, agents, employees, or independent contractors in the performance of any acquisition, design, construction, operation, and maintenance activities and obligations arising out of, or in connection with, this Agreement.

15. MEPRD, and its successors and assigns, hereby agree to indemnify and hold MCT harmless from and against any and all damages, suits, claims, causes of action or pretended causes of action arising from any injury to any person or damage to property directly or exclusively caused by MEPRD, its officers, agents, employees, or independent contractors in the performance of any acquisition, design, construction, operation, and maintenance activities and obligations arising out of, or in connection with, this Agreement.

16. The term of this Agreement shall be from July 1, 2007 through June 30, 2032, or, if greater, the length of any terms that may be associated with the site control obligations of any grant pertaining to the project that has been or may be obtained by MEPRD.

17. The parties each warrant to the other that they have taken all actions necessary to enter into this Intergovernmental Agreement and that this Agreement is binding on the parties, their successors and assigns.

Metro East Park and Recreation District Madison County Mass Transit District
By: David D. Byers By: Frank L. Lusk
President Chairman

EXHIBIT A



KELLER CONSTRUCTION, INC
 22 Illini Dr.
 GLEN CARBON, IL 62034
 618.656.0033
 618.656.7134 FAX

PROPOSAL

June 7, 2019

Proposal to: Madison Count Transit
 One Transit Way
 PO Box 7500
 Granite City, IL 62040-7500

Proposal for: Kyle Road Trailhead

Location: O'fallon, IL

Contact: Mr. Mark A Steyer, PE
 ph 874-7433
 fx 797-7547

Description	Quantity	U of M	Unit Price	Extention Total
Earth Excavation	750	cy	\$ 13.22	\$9,915.00
Seeding, Class 2	0.3	acre	\$ 788.00	\$236.40
Nitrogen Fert Nutrient	27	lb	\$ 1.47	\$39.69
Phosphorus Fert Nutrient	27	lb	\$ 1.47	\$39.69
Potassium Fert Nutrient	27	lb	\$ 1.47	\$39.69
Mulch, Method 2	0.3	acre	\$ 895.65	\$268.70
Aggregate Base Ty A 4	1324	sy	\$ 5.89	\$7,798.36
Aggregate Surf Cse T A	11	tn	\$ 32.55	\$358.05
PCC Pavement 6	1324	sy	\$ 40.75	\$53,953.00
PCC Sidewalk 5	75	sf	\$ 8.69	\$651.75
Detectable Warnings	10	sf	\$ 26.79	\$267.90
Driveway Pavement Removal	6	sy	\$ 9.30	\$55.80
Curb Removal	30	ft	\$ 12.79	\$383.70
Sidewalk Removal	75	sf	\$ 1.86	\$139.50
End Section, Rem and Repl 24 inch	2	ea	\$ 600.00	\$1,200.00
Pipe Culverts, CI A Ty 1, 24"	16	ft	\$ 65.02	\$1,040.32
Concrete Curb, Ty B	30	ft	\$ 62.17	\$1,865.10
Sign Panel Ty 1	10	sf	\$ 24.00	\$240.00
Wood Post Support	48	ft	\$ 20.53	\$985.44
Pavement Marking 4	780	ft	\$ 0.46	\$358.80
Conc Parking Blocks	39	ea	\$ 56.21	\$2,192.19
Sealhard and Aquapel Plus Sealer	11921	sf	\$ 0.50	\$5,960.50
TCP	1	ls	\$ 1,500.00	\$1,500.00

Total Lump Sum Price

\$89,500.00

Due 1/2

Clarifications:

Per MCT Drawing dated, 05/15/19
 No Sales Tax

ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with work as specified.
 Payment will be made as indicated above.

Customer Signature: _____ Keller Construction, Inc. _____
 Date: _____ Date: _____