

VILLAGE OF WOODRIDGE

BOARD MEETING

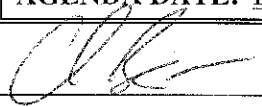
AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:
A MOTION ADOPTING THE STREETLIGHT ENHANCEMENT
RESIDENT/VILLAGE PARTICIPATION PROGRAM

AGENDA NO. VII B.

AGENDA DATE: December 6, 2007

STAFF REVIEW: Christopher Bethel
Director of Public Works

SIGNATURE: 

LEGAL REVIEW: Robin Jones
Village Attorney

SIGNATURE: 

RECOMMENDED FOR BOARD ACTION: ASST. VILLAGE ADMIN. 

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

A Village Board workshop session was held on October 11, 2007 in order to review the proposed Streetlight Enhancement Resident/Village (SERV) Participation Program which would create a 50/50 cost share program for residents who wish to add additional streetlights to their neighborhood.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

Since the workshop a final legal review of the documents and agreement was completed by the Village Attorney which also integrated the suggestion that had been made during the workshop to clarify that costs related to enforcing a lien would be the responsibility of the property owner.

The final program documents, including description of the program, application form, and cost sharing agreements are attached.

ACTION PROPOSED:

ADOPT THE MOTION

VILLAGE OF WOODRIDGE

STREETLIGHT ENHANCEMENT RESIDENT / VILLAGE PARTICIPATION PROGRAM

Effective Policy Date 10/11/2007

BACKGROUND

This program is designed with the intention of providing an opportunity for residents to enhance the street lighting in their neighborhoods.

The Village of Woodridge has benefited from the development of a variety of neighborhoods over the past fifty years. Throughout the development of the community, infrastructure serving those neighborhoods has been built to varying standards. Changes in industry development standards, community interests, transportation needs and product development have all influenced infrastructure improvements such as street width, sidewalk installation, storm water management and spacing of street lights.

For many years, Woodridge residential developments located streetlights primarily at intersections. In 1978 the Village adopted the current standards that provide for streetlights to be installed every two-hundred feet (200'), staggered on both sides of the street. In 1989, a variation was approved for the Seven Bridges residential development which allowed streetlights to be spaced four-hundred feet (400') apart *and* at all intersections, curb bends and at the end of cul-de-sacs.

More recently, some residents have requested additional streetlights for a variety of reasons:

- The perception that streetlights reduces the threat of criminal activity
- The perception that streetlights increase pedestrian and traffic safety
- Some streets that were built prior to the current standards are very long and the spacing of existing lighting is insufficient
- All streets should have street lighting comparable to the current standard

For several years, the Village has taken an approach to requests from residents for additional street lighting that encourages a case by case analysis of specific concerns by the Public Works and Police Departments. The analyses have focused on need as determined, in large part, by traffic and crime history which may suggest street lighting is a contributing factor.

The Village Board directed staff to propose a program that would provide a method for residents to partner with the Village in an effort to provide additional street lighting when desired by residents. The attached policy provides guidelines for the successful implementation of a Streetlight Enhancement Resident Participation Program.

Streetlight Enhancement Resident/Village Participation Program

DESCRIPTION OF PROGRAM

Any property owner of a property adjacent to a Village-owned right-of-way (R.O.W.) may submit a written request for additional street lighting on the adjacent street. The request should indicate any specific concerns related to the request and any specific areas of the adjacent street where additional lighting is specifically desired. There is no limit on the number or location of streetlights requested except as follows:

- No new streetlight will be installed in a space that is less than two-hundred feet (200') from the nearest existing or proposed streetlight.
- Where utility conflicts, trees, line of sight, or Village Code requirements would prohibit the placement of the proposed streetlight in that location.
- The Village will not participate in the installation of streetlights on any property not owned by the Village of Woodridge.

Upon receipt of a written request, the Village Engineer will make available to all interested residents a preliminary estimate of the project cost. Upon receipt of a written request from residents to proceed, the Village Engineer will proceed with engineering and bidding.

STANDARDS

Streetlights will be constructed in accordance with applicable codes and standards adopted by the Village of Woodridge.

ENGINEERING & CONSTRUCTION

The project will be engineered and constructed under the direction of the Village Engineer.

COST-SHARING & RESIDENT COMMITMENT

Costs will be shared 50/50 (includes all expenses – engineering, construction, and easement/R.O.W. acquisition where appropriate) between the Village and participating residents. The fifty percent (50%) cost share to be paid by the residents will be divided equally among the residents who have entered into a payment agreement for the specific project with the Village.

Single Streetlight Example:

If the total project cost is (approximately) \$8,000 for a single streetlight and there are two residents participating in the project, the overall resident cost would be \$4,000 and the individual resident cost would be \$2,000 (exclusive of any financing charges).

Multiple Streetlights Example:

If the total project cost is \$80,000 for multiple streetlights and there are sixteen (16) residents participating in the project, the overall resident cost would be \$40,000 and the individual resident cost would be \$2,500 (exclusive of any financing charges).

*The applicable resident agreements must be endorsed and 20% of the respective resident cost share portion of the project must be paid prior to the award of a contract for said project.

- A. Eligible costs that will be shared by the Village are those costs for work that takes place on public property and include surveying, engineering design, and construction work including connection to electric power source, and easement acquisition. All work must be on public property or within easements to be eligible for reimbursement.
- B. The Village and residents will work cooperatively with adjacent property owners involved in the project in order to obtain any easements that are necessary for the project to move forward. The Village has standard documents for permanent drainage and utility easements as well as temporary construction easements. All work to be performed by the Village is to be on a dedicated easement or public right of way. Costs for easement acquisition shall be shared equally between the Village and the Owners.

OWNERSHIP

The improvements will be owned, operated and maintained by the Village of Woodridge.

FINANCING

All costs for the project would be initially paid to the contractor by the Village. Residents would reimburse the Village for their share of costs through a payment agreement with the Village; the project will proceed only after the proper agreements are in place and 20% of the resident share of the estimated project costs has been received by the Village. The resident's portion of the cost may be paid over a term not exceeding four years that shall include the principal and an appropriate interest rate established by the Director of Finance reflecting the average interest rate at the time of contract. This interest rate shall be held throughout the payment period. Any financing charges related to the individual payment agreement(s) will be borne entirely by the resident. Each payment agreement will contain a provision securing a property lien for failure to pay. All payment agreements must be fully satisfied prior to change in ownership of their respective residence.

Resident Payment Plan (50% of all material expenses, engineering design, construction, and easement/R.O.W. acquisition where appropriate, interest):

- 20% - Initial Payment (prior to Village Award of Contract)
- 20% - At 12 months
- 20% - At 24 Months

- 20% - At 36 Months
- 20% - At 48 Months
- 100% - At 48 Months

All payment plans must be fully satisfied in order for residents to qualify to purchase the requisite Village of Woodridge Real Estate Transfer Tax Stamp.

BILLING

Billing will be done via bi-monthly invoicing by the Village of Woodridge. Failure to pay the bill when due will result in a lien placed against the individual property for the full balance of the respective residential portion of the Payment Plan.

IMPLEMENTATION PROCESS FOR QUALIFYING PROJECTS

- A. Interested residents should contact the Village's Public Works Department (630-719-4753) in order to request a site visit regarding any potential program application as well as to receive a Streetlight Application Packet.
- B. The resident (s) should then complete the following list of documents:
 - 1. Application Form: Streetlight Enhancement Resident-Village Participation Program; and
 - 2. Cost Sharing Responsibilities Agreement.
- C. After the inspection, Village staff will review the site and application submittal.
- D. If the project qualifies for cost sharing, the Village will prepare an agreement between the Village and the resident/residents specifying the responsibilities of each party. The cost sharing will be based upon the Village Engineer's estimates; the actual cost sharing will be based upon the actual costs incurred with fifty (50) percent paid by the Village and fifty (50) percent paid by the resident(s).
- E. The Village and resident(s) will work cooperatively to acquire necessary easements. Costs for easement acquisition shall be shared equally between the Village and the Resident. The Resident shall pay their half of the easement acquisition prior to actual easement acquisition by the Village. No engineering work shall be performed until any and all such easements have been obtained to the satisfaction of the Village.
- F. The Village Engineer will prepare the necessary engineering plans that will be used to solicit bids for the project.
- G. Upon receipt of the bids from the Contractors, the Village will review the bids for acceptability. The Village Engineer will then prepare the preliminary cost estimate for the project.

The preliminary cost estimate shall include all the cost for the project including the cost specified by the Contractor in the Village recommended Contractor's submittal, engineering design costs, and property/easement acquisition costs, if any. The owner(s) will be required to pay the Village twenty (20) percent of resident cost share of the preliminary cost estimate prior to the agreement between the Village and the Contractor being executed by the Village. Should a project cost less than the specified amount in the Contractor's proposal document and Village preliminary cost estimate, such savings shall be shared equally (50/50) by the owners and the Village. Should a project cost more than the specified Contractor's proposal document and Village preliminary cost estimate, such additional costs shall be shared equally (50/50) by the owners and the Village.

- H. This program is on a first come, first serve basis. The Village reserves the right to budget more or less for this program each budget year, to amend the program at any time, or to terminate the program.

**STREETLIGHT ENHANCEMENT - RESIDENT VILLAGE PARTICIPATION PROGRAM
(S.E.R.V. PARTICIPATION PROGRAM)
VILLAGE OF WOODRIDGE, ILLINOIS**

APPLICATION FORM
(Last revision date 09/25/07)

Part 1 – LOCATION OF PROPOSED STREETLIGHT Date: ____/____/____

Resident Sponsor: _____ Phone: (day) _____ (evening) _____

Address: _____ Woodridge, IL 60517 Signature: _____

Co-sponsors agree that sponsor is duly authorized to communicate with the Village on their behalf.
If applicable:

Co-Sponsor #1: _____ Street Address: _____ Signature: _____

Co-Sponsor #2: _____ Street Address: _____ Signature: _____

Co-Sponsor #3: _____ Street Address: _____ Signature: _____

Part 2 – LOCATION AND NECESSITY FOR INCLUSION IN THE S.E.R.V. PARTICIPATION PROGRAM

Address (Nearest Address): _____

* Representatives from the Village Public Works Department will meet on location to verify requested location.

Please list with some detail the prevailing benefits of a streetlight being installed at the location specified with this S.E.R.V. Program Application:

Benefits of Installing a Light at Specified Location:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

The included information is true to the best of our knowledge: _____
Signature of Sponsor

Part 3 – PLAN APPROVAL

A) Agreement – The project qualifies for the S.E.R.V. Participation Program and the agreement has been approved by the Village for 50% of public improvement costs. The Homeowners total costs include 50% of easement acquisition, engineering design, and project costs for all cases. (*Signature page of S.E.R.V. Agreement by homeowner, or multiple participating homeowners, is executed and attached*).

Signature of Assistant Director of Public Works Print Name Date ____/____/____

B) Easements - All homeowner costs have been paid to the Village and all necessary easements have been obtained.

Signature of Assistant Director of Public Works Print Name Date ____/____/____

C) Engineering – All engineering plans are complete.

Signature of Village Engineer Print Name Date ____/____/____

D) Request for Bids – All bids have been reviewed and the owners have paid 20% of the preliminary cost estimate to the Village.

Signature of Assistant Director of Public Works Print Name Date ____/____/____

Part 4 – CERTIFICATION OF FINAL INSPECTION

Foreman/Inspector Print Name Date of Final Inspection ____/____/____

Signature of Public Works Director Print Name Date of Final Inspection ____/____/____

Part 5 – PROJECT COMPLETE Street Light is in place, easements, if necessary are recorded, and construction activities on public property are complete and the contractor has been paid.

Signature of Public Works Director Print Name Date ____/____/____

**STREETLIGHT ENHANCEMENT - RESIDENT VILLAGE PARTICIPATION PROGRAM
(S.E.R.V. PARTICIPATION PROGRAM)
VILLAGE OF WOODRIDGE, ILLINOIS**

COST SHARING RESPONSIBILITIES AGREEMENT

Date: _____/_____/_____
To: Village of Woodridge
From: Streetlight Sponsor and Co-sponsors (Project Name: _____)
Subject: Agreed payment amounts

I, we, agree to the following distribution of payment for all Resident Proportionate Costs as outlined in Section C-7 (including easement acquisition, engineering plans, and construction and material costs, etc.). I, we, understand that failure to make payment as required will result in a lien placed upon the participating subject property.

Please print CLEARLY:

A.	Sponsor _____ % of Resident Portion of Total Cost	Signature _____
Address _____ Woodridge, IL 60517		Phone Number _____

B.	Co-Sponsor #1 _____ %	Signature _____
Address _____ Woodridge, IL 60517		Phone Number _____
	Co-Sponsor #2 _____ %	Signature _____
Address _____ Woodridge, IL 60517		Phone Number _____
	Co-Sponsor #3 _____ %	Signature _____
Address _____ Woodridge, IL 60517		Phone Number _____

C.			
Total Project Cost:			
1.	Engineering Design:	\$	_____
2.	Easement Acquisition:	\$	_____
3.	Utility Extension (Power):	\$	_____
4.	Materials and Construction:	\$	_____
5.	Total Cost:	\$	_____
<u>Shared Cost Arrangement</u>			
6.	Village Proportionate Cost	\$	_____ (equal to 50% of Total Cost)
7.	Resident Proportionate Cost	\$	_____ (equal to 50% of Total Cost)
8.	Interest on Payment Plan (less initial 20%)		_____ % Interest Rate
	a) Resident Installment 1	\$	_____ Due Date ____/____/____
	b) Resident Installment 2	\$	_____ Due Date ____/____/____
	c) Resident Installment 3	\$	_____ Due Date ____/____/____
	d) Resident Installment 4	\$	_____ Due Date ____/____/____

D.
Received by the Village:

Printed Name

Signature

____/____/____
Date

STREETLIGHT ENHANCEMENT
RESIDENT – VILLAGE COST SHARING AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of _____, 200___, by and among the VILLAGE OF WOODRIDGE, DuPage, Will, and Cook Counties, Illinois (the "Village"), _____ and _____ (the "Owners").

WITNESSETH:

WHEREAS, the Village of Woodridge is a unit of local government within the meaning of the Constitution of the State of Illinois and, pursuant to Section 10 of Article VII thereof, is authorized to contract or otherwise associate with individuals and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Owners are desirous of partially funding the installation of additional street light(s), as further described on Exhibit A, *S.E.R.V. Participation Program Application Form*, attached hereto and made a part hereof; and

WHEREAS, the Owners are the owner of record of certain real property legally described on Exhibit B attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, pursuant to the Owners' request, the Village is willing to cause the construction of this additional street lighting (the "Project"), subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Owners and the Village mutually desire to set forth their respective rights and responsibilities with respect to the Project;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

Section 1. Recitals Incorporated.

The foregoing recitals of fact are incorporated in to this Agreement as though fully set forth in this Section 1.

Section 2. Project Costs.

A. The Village shall pay for fifty percent (50%) of the costs of the Project. The remaining fifty percent (50%) ("Residents' Share") shall be paid by the Owners and any other participating owners ("Participating Owners"; the Owners and the Participating Owners are hereinafter referred to collectively as the "Residents"), pursuant to the *Cost Sharing Responsibilities Agreement* attached hereto as Exhibit C and made a part hereof. For purposes of this Agreement, "costs of the Project" shall mean engineering design costs, material and labor costs, acquisition costs, including legal fees, of required easements or rights of way and any other costs incurred by the Village in connection with the Project except as otherwise specified herein. Notwithstanding the foregoing, the Village will cover the costs of all in-house staff time associated with this Agreement other than time related to engineering design.

B. After receipt of the competitive costs from contractors, as set forth in Section 4, the Village will review the submittals for acceptability and determine the qualified and responsive proposal. Upon determination of the recommended proposal, the Village shall prepare the cost estimate for the Project. The Residents shall pay the Village twenty percent (20%) of the Residents' Share prior to the execution of the agreement between the Village and the contractor. The remaining eighty percent (80%) of the Residents' Share shall be paid by the Residents in accordance with the *Cost Sharing Responsibility Agreement*.

C. Should the Project cost less than the specified amount in the contractor's proposal and the Village's cost estimate, such savings shall be shared equally (50/50) by the Residents and

the Village. Should the Project cost more than the specified in the contractor's proposal and the Village's cost estimate, such additional costs shall be shared equally (50/50) by the Residents and the Village.

D. All payments due to the contractor shall initially be paid by the Village and shall be subject to reimbursement as provided herein and in the *Cost Sharing Responsibility Agreement*. The Owners' portion of the Residents' Share may be paid over a term not exceeding four years; said amount shall bear interest at the rate of ____%. The installments shall be due as follows:

- 20% - Initial Payment (prior to Village award of contract)
- 20% - At 12 months
- 20% - At 24 Months
- 20% - At 36 Months
- 20% - At 48 Months

Failure to make payment as required will result in Project termination and no further work will take place.

Notwithstanding the installment schedule set forth above, all payments due by the Owners hereunder must be fully paid prior to any transfer of the Subject Property. In the event of such a transfer, the Owners shall not be permitted to purchase the Village of Woodridge Real Estate Transfer Tax Stamp until all payments due hereunder have been made.

Section 3. Acquisition of Easements.

The Owners and the Village will work cooperatively in order to acquire easements or rights of way, if necessary, across the properties identified in Exhibit D, attached hereto and made a part hereof, for the installation of the Project. The Residents shall pay their proportionate share of the costs of the easements or rights of way acquisition prior to acquisition by the Village.

No work shall be performed until any and all such easements or rights of way have been obtained under terms that are satisfactory to the Village.

Section 4. Project Construction and Responsibilities.

The Project shall be installed in accordance with the approved engineering plans. The Village or the Village's designee will prepare the necessary engineering plans that will be used to solicit competitive costs for the project. The Village will then obtain competitive costs for the Project.

All work shall take place on public property, right-of-way or easements. The Village shall be responsible for on-going maintenance and energy costs associated with the Project.

The Village, through the Public Works Department, will perform the restoration on the public right of way and/or easements, which shall include laying of black dirt and seed. The Village shall have no duty or obligation to restore, replace, or repair any landscaping, plantings, or earth on the public right of way, easements, or private property other than noted above.

Section 5. Village Lien Rights/Owners' Liability.

In the event that the Owners fail to perform any of their obligations under this Agreement in a timely manner, then all amounts due to the Village shall be a continuing lien upon the Subject Property and each such charge shall in addition be the personal obligation of the Owner and interest holder of the Subject Property. The Village shall prepare a written notice of lien consisting of a sworn statement setting out (1) a description of the Subject Property sufficient for identification thereof, (2) the amount of money due and owing to the Village hereunder.

The lien shall attach when said notice of lien is recorded in the Office of the Recorder of Deeds, with the priority set forth below, and may be enforced by all available legal methods of collection, including but not limited to foreclosure of such lien. In the event title to the Subject

Property is vested in a title holding trust under which the management and control of the Subject Property or any portion thereof remains vested in the beneficiaries, these said beneficiaries shall further be personally responsible to pay all obligations, liens of indebtedness and to perform all agreements, covenants and undertakings chargeable or created for the payment of costs assessed against the Subject Property. The recorded Notice evidencing a lien for charges provided shall be superior to all other liens, encumbrances and charges against the Subject Property except tax liens as provided by law and except the lien of a prior recorded bona fide security device including mortgage, trust deed or sale and lease back encumbrance.

Should the Village be required to file a lien against the Subject Property, the Owners shall also be liable to the Village for the cost related to the filing, enforcing and releasing of said lien.

Section 6. Billing and Enforcement of Non-Payment.

Billing will be done via invoice to the Owners from the Village. Payment of the invoice shall be due from the Owners within twenty (20) days of invoice date. Payment received after the invoice date shall be considered late and subject to Section 5 of this Agreement.

Section 7. Release and Indemnification.

In further consideration for this Agreement, the Owners agree to release, indemnify, defend and hold the Village, its officers, contractors, agents and employees, harmless from any and all claims, demands, lawsuits or judgments, of whatsoever nature or kind occurring, arising from or related to the Project or the construction thereof by the Village, or plans approved by the Village.

Section 8. Complete Agreement.

This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein. In the event of any conflict between this Agreement, Exhibit A and Exhibit C, the terms and conditions explicitly noted in this Agreement shall control.

Section 9. Disclaimer.

Nothing contained in this Agreement nor any act of the Village shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Village or the Owners.

Section 10. Severability.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 11. Binding on Successors.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, their assigns, lessees and upon any successor municipal authority of the Village.

Section 12. Recordation.

Upon execution of this Agreement by both parties, the parties shall take all steps necessary to cause this Agreement to be recorded with the Office of the Recorder of Deeds within the county of jurisdiction for the Subject Property.

Section 13. Governing Law.

This Agreement shall be governed by the laws of the State of Illinois.

Section 14. Severability.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

Section 15. Authorization.

The representative of the parties whose names are subscribed below hereby represent that each has the full authority to execute this Agreement and bind the respective parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and the Village
its seal on the day and year first above written.

VILLAGE OF WOODRIDGE, an Illinois
municipal corporation,

By: _____
Mayor

ATTEST:

Village Clerk

OWNERS

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William F. Murphy, Jr., Mayor of the VILLAGE OF WOODRIDGE, and Eileene Nystrom, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 200_.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____ and _____, personally known to
me to be the same persons whose names are subscribed to the foregoing instrument, respectively
appeared before me this date in person and acknowledged that they signed and delivered the said
instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 200__.

Notary Public
