

**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:** June 13, 2017 (BOT) Date: July 20, 2017  
**SUBJECT:** Intergovernmental Agreement with Villa Park – Water Interconnection  
**SUBMITTED BY:** Carl S. Goldsmith, Director of Public Works *g*

**BACKGROUND/POLICY IMPLICATIONS:**

A Resolution authorizing the signature of the President and Clerk on an Intergovernmental Agreement with the Village of Villa Park regarding a water interconnection in the Roosevelt Road right-of-way. The interconnection will allow the conveyance of potable water during emergency and maintenance conditions.

**Fiscal Impact/Funding Source:**

Review (as necessary):  
Finance Director \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager \_\_\_\_\_ 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.



June 13, 2017

TO: Village President and Board of Trustees  
THROUGH: Scott Niehaus, Village Manager  
FROM: Carl Goldsmith, Director of Public Works *CG*  
SUBJECT: Water Interconnect Agreement – Villa Park

**Background**

The Village of Lombard currently has six (6) emergency interconnect agreements in place with adjacent communities. These interconnect agreements are intended to allow the communities to serve as back-ups in the event of an emergency or a scheduled repair. One of the existing interconnections is located in the Roosevelt Road right-of-way adjacent to 300 W. Roosevelt Road. During the Roosevelt Road Watermain Lining Phase II project, it was determined that due to the phasing of the lining project; the Village of Lombard would be unable to serve the customers east of Westmore-Meyers Road during the lining of the watermain between Westmore-Meyers Road and Ahrens. As such, the Village requested that Villa Park feed the Village of Lombard's system until the lining was completed.

Through the discussions on the interconnection, it was determined that, while the interconnection has been in existence for many years, no formal agreement was ever approved to memorialize the terms and conditions of the use of the interconnection. The communities have developed the attached interconnect agreement that provides for the following:

- A new two (2) valve interconnect and dual direction flow meter system be installed and shall be located in a valve vault in the dedicated right-of-way of Roosevelt Road. This was anticipated, and included in the project costs for the Roosevelt Road Watermain Lining Project).
- Villa Park and Lombard each possess one "key" to the valve and must mutually agree to open the valve to serve the other party.
- The agreement stipulates the notice requirements for the use of the valve.
- The agreement provides that the parties will invoice the based upon the wholesale rate charged to the furnishing party by the DuPage Water Commission, for the gallons of water provided.
- Maintenance costs for the meter and valve(s) shall be borne equally.

The agreement has been reviewed by the Village Attorney and will be considered by the Villa Park Board of Trustees at their July 12, 2017 meeting. The agreement shall serve as a model for the other interconnects in operation with surrounding communities.

I respectfully request that this item be placed on the July 20, 2017 Village Board agenda for consideration. Should you have any questions, please feel free to contact me.

**Recommendation**

Staff recommends that the Village Board of Trustees approve an Intergovernmental Agreement between the Village of Lombard and the Village of Villa Park regarding an interconnection of the potable water systems.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGES OF LOMBARD AND VILLA PARK  
IN REGARD TO THE INTERCONNECTION OF  
THEIR RESPECTIVE MUNICIPAL WATER SYSTEMS**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement Between The Villages Of Lombard And Villa Park In Regard To The Interconnection Of Their Respective Municipal Water Systems, a copy of which is attached hereto as Exhibit "1" and made part hereof (the "Intergovernmental Agreement"); and

**WHEREAS**, the Corporate Authorities of the Village of Lombard deem it to be in the best interests of the Village of Lombard to approve said Intergovernmental 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 Intergovernmental Agreement attached hereto as Exhibit "1" is hereby approved.

**SECTION 2:** That the Village President and Village Clerk are hereby authorized and directed to sign the Intergovernmental Agreement on behalf of the Village of Lombard.

**SECTION 3:** That this Resolution shall be in full force and effect from and after its adoption and approval as required by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2017, pursuant to a roll call vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Keith Giagnorio, Village President

**ATTEST:**

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGES OF LOMBARD AND VILLA PARK  
IN REGARD TO THE INTERCONNECTION  
OF THEIR RESPECTIVE MUNICIPAL WATER SYSTEMS**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and between the Village of Villa Park (hereinafter referred to as "VILLA PARK") and the Village of Lombard (hereinafter referred to as "LOMBARD"). VILLA PARK and LOMBARD 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**, 65 ILCS 5/11-124-1 in part authorizes municipalities to contract for the purpose of acquiring and assuring an adequate supply of water; and

**WHEREAS**, the Parties find it desirable to provide for the interconnection of their respective water systems; and

**WHEREAS**, the Parties have previously installed an interconnection main and valve system, which is located in the right-of-way of Roosevelt Road, adjacent to 300 East Roosevelt Road; and

**WHEREAS**, the Parties desire to formalize the terms and conditions relative to the use and maintenance of the aforementioned interconnection; and

**WHEREAS**, the Parties hereby represent and warrant that each has the legal capacity and authority under the laws of the State of Illinois to enter into this Agreement; and

**WHEREAS**, it is in the best interests of VILLA PARK and LOMBARD to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto agree as follows:

## I. INCORPORATION OF PREAMBLES

The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

## II. INTERCONNECTION OF WATER SYSTEMS

- A. The water systems of VILLA PARK and LOMBARD shall be interconnected by a water main with a two (2) valve interconnect and dual direction flow meter system, located in a valve vault in the dedicated right-of-way of Roosevelt Road, adjacent to 300 East Roosevelt Road, within the corporate limits of VILLA PARK (hereafter referred to as the "Interconnection"); with the location of said Interconnection being depicted on Exhibit "A", attached hereto and made part hereof.
- B. VILLA PARK and LOMBARD shall each own one (1) valve key to open their respective valves in regard to the Interconnection; with both valves having to be open simultaneously to allow water to flow through the Interconnection.
- C. The Interconnection shall be opened only by operation of the aforesaid two (2) valve keys, only upon **mutual consent** of the Parties hereto and only for emergency purposes. For purposes of this Agreement, "emergency purposes" shall contemplate an opening of the Interconnection for non-consecutive periods not to exceed twenty-four (24) hours after which it shall be closed for not less than the amount of time it was open before being reopened for the next period of time. Further, an "emergency" shall only be deemed to exist due to circumstances, beyond the individual control of the respective Party requesting water, which prevent or substantially restrict the requesting Party's ability to serve the normal water requirements of the users of its water system, in a manner that maintains health and safety standards, such as, but not limited to, a major mechanical pumping failure, loss of power, or a major water main rupture/break. Circumstances within the control of a Party to this Agreement shall be deemed to include, but not be limited to, the adoption and enforcement of ordinances regulating the watering of lawns, requiring the utilization of water efficient fixtures and other conservation measures designed to limit or restrict wasteful use of water.
- D. Notwithstanding subsection C. above, construction activity that requires one Party to open the Interconnection and receive water from the other Party, for a period that exceeds twenty-four (24) hours, shall be permitted, provided the requesting Party provides written notice to the other Party at least thirty (30) days prior to the opening of the valves. Said notice shall be made in accordance with Section VIII. of this Agreement.

- E. In the event that the Interconnection is open and water flowing there through, the Party furnishing the water may charge the other Party at the wholesale rate charged to the furnishing Party by the DuPage Water Commission, for the gallons of water provided.

### **III. MAINTENANCE OBLIGATIONS**

- A. A maintenance schedule shall be mutually agreed to by VILLA PARK and LOMBARD and the costs for the maintenance of the Interconnection shall be paid equally by the Parties. When VILLA PARK or LOMBARD perform said maintenance on the Interconnection, each Party shall reimburse the other Party that performed the maintenance for one-half (½) of the actual maintenance costs within thirty (30) days of presentation of an itemized statement by the Party which performed such maintenance on the Interconnection. Each Party shall reimburse the other Party for its share of every Interconnection maintenance cost, including, but not limited to, labor, engineering, equipment and material costs. Said itemized statement shall be signed by the authorized representative of the Party performing such maintenance. Notwithstanding the foregoing, each Party shall notify the other Party, in writing, regarding possible maintenance requirements, at least seven (7) days prior to undertaking such maintenance, unless the maintenance must be undertaken immediately, for health and/or safety reasons, in which case notice of said maintenance shall be given as soon as practicable.
- B. VILLA PARK shall maintain, at its sole cost and expense, any water mains and associated equipment lying North of the Interconnection vault.
- C. LOMBARD shall maintain, at its sole cost and expense, any water mains and associated equipment lying South of the Interconnection vault.

### **IV. VILLA PARK INDEMNIFICATION OF LOMBARD**

VILLA PARK shall indemnify and hold harmless LOMBARD, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of VILLA PARK, or its elected officials, officers, agents, employees, consultants or contractors, pursuant to this Agreement.

### **V. LOMBARD INDEMNIFICATION OF VILLA PARK**

LOMBARD shall indemnify and hold harmless Village Park, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either

directly or indirectly, out of the acts or omissions of LOMBARD, or its elected officials, officers, agents, employees, consultants or contractors, pursuant to this Agreement.

**VI. NO WAIVER OF TORT IMMUNITY DEFENSES**

Nothing contained in Sections IV. or V. above, or in any other provision of this Agreement, is intended to constitute, nor shall it constitute, a waiver of the defenses available to either of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

**VII. TERMINATION**

This Agreement may be terminated by either Party, upon giving the other Party one (1) year's prior written notice. Upon the termination of this Agreement, each Party shall be responsible for disconnecting its water system from the Interconnection.

**VIII. NOTICES**

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, addressed as follows:

If to LOMBARD:

Village Manager  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

With a copy to:

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

If to VILLA PARK:

Village Manager  
Village of Villa Park  
20 South Ardmore Avenue  
Villa Park, Illinois 60181

With a copy to:

Director of Public Works  
Village of Villa Park  
20 South Ardmore Avenue  
Villa Park, Illinois 60181

or to such other address, or to such other and/or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

**IX. COUNTERPARTS**

This Agreement shall be executed simultaneously in two (2) counterparts, each of which



shall be deemed an original, but both of which shall constitute one and the same Agreement.

**X. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

**XI. EFFECTIVE DATE**

This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below, which date shall be inserted on page 1 hereof.

**IN WITNESS WHEREOF**, LOMBARD, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and VILLA PARK, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Clerk.

**VILLAGE OF LOMBARD**

**VILLAGE OF VILLA PARK**

By: \_\_\_\_\_  
Keith Giagnorio  
Village President

By: Albert Bulthuis  
Albert Bulthuis  
Village President

Date: \_\_\_\_\_

Date: 6-28-17

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Sharon Kuderna  
Village Clerk

Hosanna Korynecky  
Hosanna Korynecky  
Village Clerk



Date: \_\_\_\_\_

Date: 6-28-17

STATE OF ILLINOIS    )  
  ) SS  
COUNTY OF DuPAGE    )

**CERTIFICATION**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and Village Clerk the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of the Village of Lombard, for the uses and purposes therein set forth, and that the Village Clerk, as custodian of the corporate seal of the Village of Lombard, caused said seal to be affixed to said instrument as the Village Clerk's own free and voluntary act and as the free and voluntary act of the Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS    )  
  ) SS  
COUNTY OF DuPAGE    )

**CERTIFICATION**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Albert Bulthuis and Hosanna Korynecky, personally known to me to be the Village President and Village Clerk of the Village of Villa Park, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Villa Park, as their free and voluntary act, and as the free and voluntary act and deed of the Village of Villa Park, for the uses and purposes therein set forth, and that the Village Clerk, as custodian of the corporate seal of the Village of Villa Park, caused said seal to be affixed to said instrument as the Village Clerk's own free and voluntary act and as the free and voluntary act of the Village of Villa Park, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 10<sup>th</sup> day of JULY, 2017.



*Susan L. Cartwright*  
Notary Public

My Commission Expires: 5/6/2020

**Exhibit "A"**

**DEPICTION OF THE  
INTERCONNECTION LOCATION**

**Lombard/Villa Park Interconnect**

