

RESOLUTION
R 70- **03**

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

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and the Village of Villa Park regarding the "PROJECT" which includes intersection improvements at Westmore-Meyers and St. Charles Road as part of traffic signal coordination on St. Charles Road, 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 agreement as attached hereto.

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


Adopted this 7th day of November, 2002

Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

Nays: None

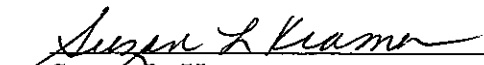
Absent: None

Approved this 7th day of November, 2002



William J. Mueller
Village President

ATTEST:



Suzan L. Kramer
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this 21st day of October, 2002, by and between the **VILLAGE OF VILLA PARK**, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as "Villa Park") and the **VILLAGE OF LOMBARD**, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as "Lombard").

WITNESSETH:

WHEREAS, Lombard and Villa Park are municipal corporations duly organized and existing under the laws of the State of Illinois; and

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 City of Elmhurst, the City of Naperville, Villa Park, the County of DuPage, and the DuPage Mayors and Manager's Conference have entered into an intergovernmental agreement dated July 2, 2002 for the DuPage County Multi-Jurisdictional Signal Coordination Prototype (the "PROJECT") in selected portions of DuPage County on St. Charles Road and 75th Street; and

WHEREAS, the Federal Highway Administration has provided grants in the minimum amount of \$850,000.00 to fund the PROJECT; and

WHEREAS, the benefitting local agencies have agreed to provide matching funds in the minimum amount of \$213,000.00 for the PROJECT; and

WHEREAS, Villa Park has agreed to provide the minimum amount of \$27,196.00 plus a (20%) twenty percent cost increase for actual as-built quantities for the PROJECT for its share on St. Charles Road; and

WHEREAS, Lombard benefits from the PROJECT proposed at the St. Charles Road and Westmore-Meyers Road intersection; and

WHEREAS, Lombard agreed to reimburse Villa Park for a proportionate share of the PROJECT cost incurred by Villa Park; and

WHEREAS, Lombard has jurisdiction over three (3) legs of the St. Charles Road and Westmore-Meyers Road intersection or eighteen and seventy-five hundredths percent (18.75%) of the total intersection legs in the Villa Park system (three (3) out of sixteen (16) legs); and

WHEREAS, the Village President, and Boards of Trustees of Villa Park and of Lombard find that it is in the best interests of the citizens of the respective villages to enter into an agreement for signal timing and monitoring improvements for traffic signals on portions of St. Charles Road;

NOW, THEREFORE, in consideration of the foregoing, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and covenants and conditions hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. The recitals hereinabove set forth are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

2. Villa Park has entered into an intergovernmental agreement relative to the PROJECT for which the total cost for improvements to traffic signals on St. Charles Road from Westmore-Meyers Road to Illinois Route 83 is estimated to be \$27,196.00 (the "Estimated Project Cost").

Should Villa Park's actual cost of PROJECT exceed the Estimated Project Cost by more than twenty percent (20%), then this Agreement shall be null and void, unless the parties mutually agree to a written amendment to this Agreement to reflect Villa Park's increased cost of the PROJECT. Should Villa Park's actual cost of the PROJECT not exceed the Estimated Project Cost by more than twenty percent (20%), then this Agreement shall remain in full force and effect.

3. The contract for the PROJECT will be let by the Illinois Department of Transportation (IDOT), with the City of Elmhurst, DuPage County, Illinois, as lead agency.

4. Upon completion of the PROJECT and receipt of documentation from Villa Park as to the amount paid by Villa Park relative to the PROJECT, Lombard hereby agrees to reimburse Villa Park in an amount equal to eighteen and seventy-five hundredths percent (18.75%) of the amount paid by Villa Park relative to the PROJECT, but in no event shall said payment by Lombard exceed \$6,119.10.

5. The payment by Lombard, referenced in paragraph 4 above, shall be made by Lombard within (30) days of Lombard's receipt of the written documentation reference in said paragraph 4.

6. Upon mutual agreement of the parties, this Agreement may be amended to include future contracts with respect to the aforesaid traffic signalization devices, with any such amendments to be in written form.

7. This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by

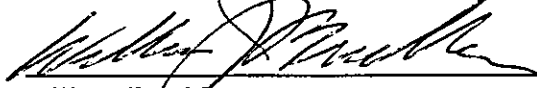
their respective officers pursuant to the express authorization of their respective Boards of Trustees,
as of the date first above written.

ATTEST:




Village Clerk

VILLAGE OF LOMBARD



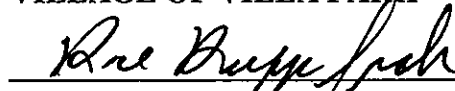
Village President

ATTEST:



Village Clerk

VILLAGE OF VILLA PARK



Village President

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