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**VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda**

District: All

- Resolution or Ordinance (Blue)
- Recommendations of Boards, Commissions & Committees (Green)
- Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Huliseberg, Village Manager

DATE : January 6, 2009 **B of T :** February 5, 2009

SUBJECT: A Resolution Authorizing a First Amendment to the Agreement Between RedSpeed Illinois, LLC and the Village of Lombard for an Automated Traffic Law Enforcement System

SUBMITTED BY: Raymond J. Byrne, Chief of Police

BACKGROUND/POLICY IMPLICATIONS:

In June of 2008, the Village Board entered into an Agreement with RedSpeed Illinois for the implementation of a red light photo enforcement program. This first Amendment defines the costs and the obligations of the parties to upgrade the traffic control signals at intersections controlled by IDOT. The Amendment is proposed as a result of a grant that the Public Works Department has received that would actually lower the cost of the signal upgrades. This Amendment will shorten the length of time for the Village to receive a revenue stream for the intersection of Roosevelt and Finley.

Fiscal Impact/Funding Source: None

Review (as necessary):

Finance Director _____ Date _____

Village Manager *David A. Huliseberg* _____ Date 1/23/09

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.

On June 19, 2008, the Village Board entered into an Agreement with RedSpeed Illinois for a red light photo enforcement program. The First Amendment designates that the first two intersections for the installation of cameras will be at Roosevelt and Finley and North Avenue and Route 53. Since both of these intersections are under the jurisdiction of IDOT, upgrades to the traffic control signals was required. The original agreement called for the cost of the upgrades to be split evenly by the Village and RedSpeed. While the Village would not pay for its portion of the costs upfront, it would be deducted from potential revenue streams.

In the interim, the Public Works Department has received a grant that would significantly reduce the Village's anticipated costs to upgrade the signals at Finley and Roosevelt Roads. After anticipated grant monies are received, the Village's estimated costs to upgrade the signals was reduced to \$2,300. RedSpeed has agreed to cover the Village's costs for upgrading the signals at this location, which agreement is documented in this First Amendment. In essence, IDOT grant monies and RedSpeed will completely cover the costs of the signalization upgrade at Finley and Roosevelt. This will no doubt accelerate the timeframe during which the Village should see a revenue stream from this intersection.

The Amendment also memorializes the costs to upgrade the signals at North Avenue and Route 53 as the hard costs are now known. The cost to upgrade this intersection will be shared equally between the Village and RedSpeed as contemplated in the original Agreement. In view of the lowered costs to the Village, I would recommend that the Village Board approve the First Amendment to the Agreement with RedSpeed. If you should have any questions, or would like additional information, please do not hesitate to contact me.

cc: Carl Goldsmith, Director of Public Works
 Tim Sexton, Director of Finance

From: Ray Byrne
 Chief of Police

To: David A. Hulseberg, AICP, ICMA-CM

Date: January 8, 2009

Re: First Amendment to Agreement with RedSpeed Illinois



LOMBARD POLICE DEPARTMENT



A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN A FIRST AMENDMENT TO AGREEMENT BETWEEN REDSPEED ILLINOIS, LLC AND THE VILLAGE OF LOMBARD FOR AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM

WHEREAS, the Corporate Authorities of the Village of Lombard have received a First Amendment to the Agreement with Redspeed Illinois, LLC; and,

WHEREAS, the Amended Agreement would define the costs and the obligations for upgrading traffic control signals at designated intersections required by the Illinois Department of Transportation (IDOT); and,

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve the First Amendment to the 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 is hereby authorized to sign on behalf of the Village of Lombard said First Amendment to the Agreement as attached hereto.

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

Adopted this _____ day of _____, 2009.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2009.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer, Village Attorney

3. Except for the amendments reflected in the hereinafter paragraph 4, RedSpeed and the Village confirm the Agreement as being valid and binding on RedSpeed and the Village subject to the terms of this First Amendment.

2. This Amendment may be executed in counterparts and all so executed shall constitute one and the same Amendment. The parties intend to sign and deliver this Amendment by facsimile transmission. Each party agrees that the delivery of the Amendment by facsimile shall have the same force and effect as delivery of original signatures and that each party may use such facsimile signatures as evidence of the execution and delivery of the Amendment by all parties to the same extent that an original signature could be used.

1. All capitalized terms used herein shall have the same meaning as is ascribed to them in the Agreement, unless otherwise defined herein.

NOW, THEREFORE, the Agreement is amended as of the date hereof as follows:

WHEREAS, RedSpeed and the Village have agreed to amend the Agreement to designate certain intersections for the installation of the Automated Traffic Law Enforcement System ("Designated Intersections") and to provide for the payment of the additional services required for the IDOT Upgrade.

WHEREAS, pursuant to Exhibit A of the Agreement, the Village has requested RedSpeed to perform additional services to upgrade the traffic signals at the Designated Intersections with light emitting diode ("LED") upgrades (the "IDOT Upgrade") required by the Illinois Department of Transportation ("IDOT") for the Designated Intersections that are under the exclusive jurisdiction of IDOT pursuant to IDOT Safety Policy Memorandum of Safety (February 2007) effective March 1, 2007 and revised January 1, 2008; and

WHEREAS, RedSpeed and the Village executed and delivered that certain Agreement Between RedSpeed and the Village of Lombard for an Automated Traffic Law Enforcement System (the "Agreement") on June 19, 2008; and

W I T N E S S E T H:

This First Amendment to the Agreement Between RedSpeed Illinois, LLC and the Village of Lombard for an Automated Traffic Law Enforcement System (the "First Amendment") made this _____ day of _____, 2009 (the "Effective Date") by and between REDSPEED ILLINOIS, LLC, an Illinois limited liability company ("RedSpeed") and the Village of Lombard, an Illinois municipal corporation ("the Village");

**FIRST AMENDMENT TO AGREEMENT BETWEEN
REDSPEED ILLINOIS, LLC AND THE
VILLAGE OF LOMBARD FOR AN AUTOMATED
TRAFFIC LAW ENFORCEMENT SYSTEM**

The total IDOT Upgrade costs for Designated Intersections numbers 1 and 2, as set forth at paragraph 4(i) above, is in the amount of \$24,222.00. RedSpeed will pay fifty percent (50%) of the Upgrade costs for the Designated Intersections 1 and 2, in the amount of \$12,111.00, without reimbursement by the Village to RedSpeed and RedSpeed shall also pay the Village's fifty percent (50%) share of those IDOT Upgrade costs in the amount \$12,111.00. The Village shall reimburse RedSpeed for its payment of the Village's share in the amount of \$1,730.14 per month for the next ensuing seven (7) month period from the collection of Citation payments by RedSpeed for the Village from the date of payment of the said \$12,111.00 by RedSpeed for the Village's fifty percent (50%) share of the IDOT Upgrade costs.

Pursuant to the December 4, 2008 Agreement between IDOT and the Village of Lombard, RedSpeed will pay the entire \$2,300.00 Village portion of the IDOT Upgrade costs at Designated Intersection number 3, as set forth in paragraph 4(i) above, without reimbursement from the Village.

As part of the initial installation of the Automated Traffic Law Enforcement System at the Designated Intersections set forth at paragraph 4(i) above that are under IDOT control, IDOT has required the IDOT Upgrade. RedSpeed shall contract with an IDOT-approved contractor to provide the necessary labor, materials and services to perform the work specifically required by IDOT. Prior to such contract by RedSpeed, it shall submit copies of IDOT's requirements, all schematic drawings, design documents, and construction documents ("Design Documents") to the Village for its review and approval, which shall not be unreasonably withheld. The costs and expenses for the IDOT Upgrade shall be paid by RedSpeed and the Village as set forth below. RedSpeed shall provide a copy of each invoice and pay request it receives from any contractor(s) to the Village promptly upon its receipt of same. RedSpeed shall provide the Village with a monthly accounting of all invoices and pay requests from any contractor(s).

(ii) Notwithstanding anything to the contrary in the fifth paragraph under the heading "Construction and Installation" in Exhibit A of the Agreement, RedSpeed and the Village agree that the additional services for the IDOT Upgrades at the Designated Intersections described in paragraph 4(i) above shall be installed and paid for as follows:

1. North Avenue and Route 53 East
2. North Avenue and Route 53 West
3. Roosevelt (Illinois Route 38) and Finley East

Agreement are:

(i) Pursuant to the provision, entitled "Designated Intersections", in Exhibit A of the Agreement, RedSpeed and the Village agree that the initial Designated Intersections which were to be supplementally set forth in an amendment to the

4. The Agreement is amended in the following particulars:

IN WITNESS WHEREOF, RedSpeed and the Village have executed this Amendment on the date first above written.

REDSPEED:

REDSPEED ILLINOIS, LLC

By: _____
Name: Robert Liberman
Its: Manager

MUNICIPALITY:

VILLAGE OF LOMBARD

By: _____
Name: William J. Mueller
Its: President

ATTEST:

By: _____
Name: Brigitte O'Brien
Its: Village Clerk