

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: December 1, 2021 (COW) (B of T) **Date:** December 16, 2021

TITLE: A Two-Year Intergovernmental Agreement with Villa Park for Traffic Signal Maintenance

SUBMITTED BY: Carl Goldsmith, Director of Public Works 

BACKGROUND/POLICY IMPLICATIONS:

A Two-Year Intergovernmental Agreement with Villa Park for Traffic Signal Maintenance at the intersection of St. Charles Road and Westmore/Meyers Road at an annual received amount of \$779.91.

FISCAL IMPACT/FUNDING SOURCE:

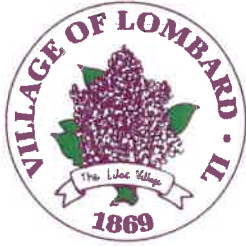
VILLAGE RECEIPT: \$1,559.82 (January 1, 2022 – December 31, 2023) from Villa Park

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ 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.

Inter Office Memo



To: Scott Niehaus, Village Manager
From: Carl Goldsmith, Public Works Director *g*
Date: December 1, 2021
Subject: Two-Year Intergovernmental Agreement with Villa Park for the Traffic Signal Maintenance at St. Charles and Westmore/Meyers Road

Attached please find two copies of the Intergovernmental Agreement with Villa Park for the Traffic Signal Maintenance at the intersection of St. Charles and Westmore/Meyers Roads. The Village of Villa Park payment to the Village of Lombard will be \$779.91 per year for two years (2022-23).

This agreement stipulates Lombard will maintain Villa Park's two traffic signals located on the northeast corner of the intersection while maintaining Lombard's own traffic signals on the other corners. The Westmore/Meyers Road intersection will become part of a fiber optic traffic signal interconnect within the Signal Network Improvement project partnering with DuPage County.

Meade, Inc., will maintain the traffic signals at St. Charles and Westmore/Meyers Roads under the 2022 Traffic Signal Maintenance contract approved at the November 18, 2021 Board meeting. The Village of Villa Park will reimburse Lombard for their portion of the maintenance.

Please present this resolution to the President and Board of Trustees for their review and approval at their regular meeting on December 16, 2021. If approved, please sign and return the originals to Public Works for further processing.

R E S O L U T I O N
R _____

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

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement between the Village of Lombard and Village of Villa Park regarding the maintenance of traffic signals at St. Charles Road and Westmore/Meyers Road; a copy of which is attached hereto as Exhibit A and made part hereof (the “Intergovernmental Agreement”), and

WHEREAS, the Corporate Authorities 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 A, is hereby approved, and the Village President and Clerk are and hereby authorized and directed to sign said Intergovernmental Agreement on behalf of the Village of Lombard.

Adopted this _____ day of _____, 2021, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this _____ day of _____, 2021.

Keith Giagnório
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

INTERGOVERNMENTAL AGREEMENT
FOR TRAFFIC SIGNAL MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE (hereinafter referred to as the “Agreement”) is made and entered into this 4th day of November, 2021, by and between the VILLAGE OF LOMBARD, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as “Lombard”) and the VILLAGE OF VILLA PARK, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as “Villa Park”). (Lombard and Villa Park are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.)

W I T N E S S E T H:

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, Lombard and Villa Park maintain and operate traffic signalization devices within their respective jurisdictions, and said devices require routine maintenance and repair; and

WHEREAS, the President and Board of Trustees of Lombard and the President and Board of Trustees of Villa Park find that it is in the best interests of the citizens of Lombard and Villa Park to utilize a single contractor for the maintenance and repair of certain traffic signalization devices and to share the cost thereof;

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

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

2. Lombard previously entered into a traffic signal maintenance contract with Meade, Inc., and has exercised the two-year contract extension option as provided for in said contract (hereinafter referred to as the "Contract"), with said Contract running from January 1, 2022 through December 31, 2023. The annual Contract amount per signalized intersection is \$3,119.64.

3. The Contract includes traffic signal maintenance of two (2) out of the total eight (8) traffic signalization devices are located within Villa Park's Jurisdiction, at the intersection of Westmore-Meyers Road and St. Charles Road, located at the northeast corner of the intersection.

4. Villa Park hereby agrees to pay Lombard 25% of the aforesaid annual Contract amount during each year of the Contract. Said payment shall be made on an annual basis, and shall be due within thirty (30) days of the date of the invoice from Lombard to Villa Park.

5. In relation to work performed by Meade, Inc., relative to the traffic signals located within Villa Park, as referenced in Section 3 above, Lombard shall require Meade, Inc., to indemnify Villa Park, and its officers, agents and employees, in the same manner as Meade, Inc. is indemnifying Lombard under the Contract between Lombard and Meade, Inc. Written documentation of said indemnification of Villa Park, and its officers, agents and employees shall be provided to Villa Park upon the execution of this Agreement. In addition, Lombard shall require Meade, Inc., to name Villa Park, and its officers, agents and employees, as additional insureds on all insurance policies required of Meade, Inc., under its Contract with Lombard under the same terms and conditions as applicable to

Lombard in said Contract, but only as to any work performed by Meade, Inc. relative to the traffic signals located within Villa Park, as referenced in Section 3 above. Certificates of Insurance evidencing the foregoing shall be provided by Lombard to Villa Park upon the execution of this Agreement.

6. Upon mutual agreement of the Parties, this Agreement may be extended to include future maintenance contracts with respect to the aforesaid traffic signalization devices.

7. This Agreement incorporates the full and complete understanding of the Parties to the exclusion of any terms or provision 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, as of the date first above written.




VILLAGE OF VILLA PARK



Nicholas Cuzzone, Village President

ATTEST:



Hosanna Korynecky, Village Clerk

VILLAGE OF LOMBARD

Keith Giagnorio, Village President

ATTEST:

Elizabeth Brezinski, Village Clerk