

**RESOLUTION**

R 118- 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 "Intergovernmental Agreement for Local Agency Maintenance of Traffic Control Devices" as attached hereto; 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 20<sup>th</sup> day of March, 2003.

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


Nays: None

Absent: None

Approved this 20<sup>th</sup> day of March 2003.

  
\_\_\_\_\_  
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 20th day of March, 2003, by and between the VILLAGE OF VILLA PARK, DuPage County, Illinois, and 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").

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

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

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and

covenants and condition 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 recital were fully set forth herein.

2. Villa Park has caused a traffic signal maintenance contract bid proposal to be advertised. The lowest responsible bid was that of Lyons Electric Co., at a total contract amount of \$12,960.00 for a two-year period (February 1, 2003 through January 31, 2005).

3. The contract will include traffic signal maintenance of three traffic signalization devices within Lombard's jurisdiction at the intersection of Westmore and St. Charles Road, specifically located at the northwest, southwest, and southeast corners of the intersection.

4. Lombard hereby agrees to pay Villa Park 18.75% of the aforesaid contract cost. Said payment shall be made on an annual basis, with the first payment due within 30 days of the date hereof.

5. In relation to work performed by Lyons Electric Co. relative to the traffic signals located within Lombard, as referenced in Section 3 above, Villa Park shall require Lyons Electric Co. to indemnify Lombard, and its officers, agents and employees, in the same manner as Lyons Electric Co. is indemnifying Villa Park under the contract between Villa Park and Lyons Electric Co. Written documentation of said indemnification of Lombard, and its officers, agents and employees shall be provided to Lombard upon the execution of this Agreement. In addition, Villa Park shall require Lyons Electric Co. to name Lombard, and its officers, agents and employees, as

additional insureds on all insurance policies required of Lyons Electric Co. under its contract with Villa Park under the same terms and conditions as applicable to Villa Park in said contract, but only as to any work performed by Lyons Electric Co. relative to the traffic signals located within Lombard, as referenced in Section 3 above. Certificates of Insurance evidencing the foregoing shall be provided by Villa Park to Lombard 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.

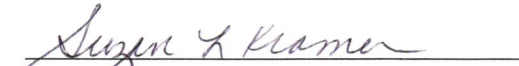
8. This Agreement shall be governed by the laws of the State of Illinois.

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 LOMBARD**

  
Village President

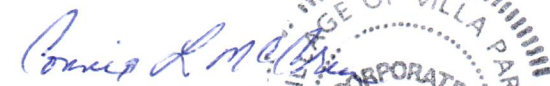
ATTEST:

  
Village Clerk

**VILLAGE OF VILLA PARK**

  
Village President

ATTEST:

  
Village Clerk

