

**RESOLUTION
R 69-24**

**A RESOLUTION RESCINDING THE VILLAGE OF LOMBARD'S APPROVAL OF AN
INTERGOVERNMENTAL AGREEMENT WITH IDOT REGARDING INSTALLATION OF
A TRAFFIC SIGNAL AT IL RT. 53 AND PARKVIEW/SURREY**

WHEREAS, the Village of Lombard ("Village") has been engaged in discussions regarding the installation of a traffic signal at IL Rt. 53 and Parkview/Surrey since 2018 that requires the participation of the Village of Glen Ellyn; and

WHEREAS, the Village and the Village of Glen Ellyn have consistently raised concerns regarding the necessity of the traffic signal and the scope of the project during these discussions; and

WHEREAS, the Village, in a recent meeting with IDOT, reaffirmed its opposition to the project moving forward, as did the Village of Glen Ellyn, citing unresolved concerns about the project's scope, necessity, and potential misalignment with community priorities; and

WHEREAS, in March 2022, the Village submitted a Letter of Intent (LOI) to the Illinois Department of Transportation (IDOT), explicitly objecting to the project's scope while concurring with the proposed funding formula should the project proceed; and

WHEREAS, the LOI reflected the Village's position that agreement to the funding formula was not an endorsement of the project's design or its necessity, and that further resolution of the scope was required; and

WHEREAS, on July 29, 2024, the Village approved and fully executed an Intergovernmental Agreement (IGA) identifying cost-sharing obligations for the project between IDOT, the Village and the Village of Glen Ellyn; and

WHEREAS, the Illinois Department of Transportation (IDOT) has informed the Village that a contract for the project's construction cannot be awarded until the Village of Glen Ellyn has executed an IGA with IDOT and as of the date of this Resolution, the Village of Glen Ellyn has not approved an IGA with IDOT for the project and has informed the Village that it will not sign an IGA with IDOT for the project; and

WHEREAS, the Village of Glen Ellyn has chosen not to execute an IGA with IDOT for the project, which makes the performance of the Village of Lombard's IGA with IDOT objectively impossible, as the project cannot proceed without the participation of both communities; and

WHEREAS, rescinding the Village of Lombard's approval of its IGA with IDOT is necessary to align the Village's actions with the objective impossibility of performance and to formally communicate its position to IDOT;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS as follows:

SECTION 1: Rescission of Approval. The Village of Lombard hereby rescinds its approval of the Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) dated July 29, 2024, regarding the installation of a traffic signal at IL Rt. 53 and Parkview/Surrey. This rescission is based on the objective impossibility of performance due to the lack of a corresponding IGA from the Village of Glen Ellyn, which is necessary for the project to proceed in accordance with IDOT's requirements. A true and accurate copy of the IGA rescinded by this Resolution is attached hereto as **Exhibit A**.

SECTION 2: Notification to IDOT. The Village Attorney is hereby authorized and directed to provide written notice of this rescission to the Illinois Department of Transportation and to communicate the Village's continued objections to the project as previously outlined in its Letter of Intent submitted in March 2022.

SECTION 3: Additional Actions. The Village President, Village Manager, and Village Attorney are authorized to take all actions necessary or appropriate to carry out the intent and purpose of this Resolution, including but not limited to correspondence with IDOT, the Village of Glen Ellyn, and other relevant parties.

SECTION 4: Effective Date. This Resolution shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

Adopted this 19th day of December 2024.

Ayes: Trustee LaVaque, Puccio, Dudek, Militello and Bachner

Nayes: None

Absent: None

Approved by me this 19th day of December 2024.


Keith T. Giagnorio
Village President

ATTEST:

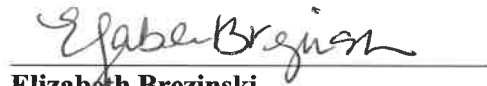

Elizabeth Brezinski
Village Clerk

EXHIBIT A



Illinois Department of Transportation

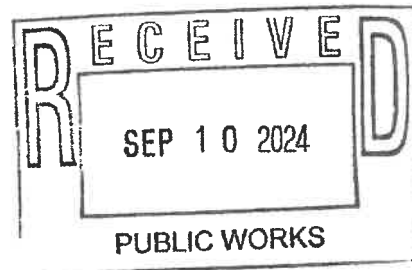
Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

BUREAU OF DESIGN

Village of Lombard/State of Illinois.
IL 53 at Parkview Boulevard/Surrey Drive
STATE Section: 2016-048TS
Job No.: C-91-310-12
Joint Agreement No.: JN-124-038
Contract No.: 60T22
County: DuPage

September 4, 2024

Mr. Carl Goldsmith
Director of Public Works
Village of Lombard
255 E Wilson Ave
Lombard, IL 60148



Dear Mr. Goldsmith:

The Agreement for the subject improvement has been executed by this Department.

Enclosed is an original counterpart of the executed Agreement for your records and files.

If you have any questions or need additional information, please contact Mr. Craig Bauer, Agreement Specialist, at (847) 705-4265, or Ms. Lesia Banks, Assistant Agreement Specialist, at (847) 705-4553.

Very truly yours,

Jose Rios, P.E.
Region One Engineer

By: *Jose A. Dominguez*
Jose A. Dominguez, P.E.
Project Support Engineer

Enclosures

FAP 870 IL 53
At Parkview Boulevard/Surrey Drive
State Section: 2016-048TS
DuPage County
Job No. : C-91-310-12
Contract No.: 60T22
JN-124-038

AGREEMENT

This Agreement entered into this 3rd day of September, 2024 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF LOMBARD of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 7,594 lineal feet of FAP 870 IL 53 at Parkview Boulevard/Surrey Drive, State Section 2016-048TS, STATE Job No.: C-91-310-12, State Contract Number 60T22 as follows:

The scope of work for the project consists Improvements at IL 53 at Parkview Boulevard and Surrey Drive include traffic signal installation and restriping IL 53 to accommodate a buffer between the left turns lanes and through lanes along eastbound and westbound IL 53.

Lane configuration along IL 53 includes one shared 11' through and right lane in each direction and a 10' left turn lane with a 3' buffer. 8' paved shoulders are proposed along either side of IL 53 except on the northeast and southwest quadrants where 6' and 5' paved shoulder respectively will be provided to match existing. 5' and 4' paved shoulders, and combination concrete curb and gutter are also proposed along IL 53 at locations that have been subject to erosion. Proposed Traffic Signals will be equipped with accessible pedestrian signal (APS) push buttons and emergency pre-

emption (EVP) devices. Interconnect is proposed from IL 53 and Parkview Blvd/Surrey Dr to IL 53 and Spring Ave. Also, proposed is throat widening of the North leg of IL 53 and Parkview Blvd/Surrey Dr and any other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE has requested that the STATE include in its contract emergency vehicle pre-emption equipment; and

WHEREAS, the STATE has agreed to the VILLAGE's request, and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the VILLAGE, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.

4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.

The VILLAGE further agrees, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE, in a lump sum from any funds allotted to the VILLAGE an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.

5. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.
6. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
7. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
8. Upon final field inspection of the improvement and so long as IL 53 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
9. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including

new and existing sidewalks and shared use paths, parkways, crosswalk and stopline markings, all existing and relocated VILLAGE owned utilities including appurtenances thereto.

10. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of IL 53. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

11. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE with its own forces or through ongoing contractual agreement.

Upon acceptance by the STATE of the new traffic signal work included herein, the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
IL 53 at Parkview Blvd/ Surrey Drive		
STATE Share	50%	50%
VILLAGE Share	25%	25%
VILLAGE of Glen Ellyn	25%	25%

And shall become a part of the current Master Agreement between the STATE and the VILLAGE.

Although the STATE's Electrical Maintenance Contractor ("STATES contractor") will inspect, make note, and keep inventory of the EMERGENCY VEHICLE PRE EMPTION ("EVP") system to support the maintenance of the EVP system, responsibility for maintenance of the EVP system shall be assumed by the VILLAGE. Maintenance of the EVP System shall include the light detector amplifier, field wiring, light detectors and cabinet appurtenances. The VILLAGE will be invoiced for all such maintenance costs directly by the STATE's Contractor. When repair is necessary, the STATE's Contractor shall

notify the VILLAGE that it's EVP system is not operationg and requires maintenance. When the repair or maintenance activity has been approved by the VILLAGE, the maintenance will be provided by the STATE's Contractor. The VILLAGE shall require end users of the emitters within its jurisdiction to enter into separate agreements with the contractor to have the emergency vehicle emitters tested in accordance with the recommendation of the Manufacturer of such equipment.

It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the VILLAGE agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is **36-6005975** and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

VILLAGE OF LOMBARD

255 E Wilson Avenue

Lombard, IL 60148-3926

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF LOMBARD

By: [Signature]
(Signature)

Attest:

[Signature]
Clerk

(SEAL)

By: Keith T. Giagnorio
(Print or Type)

Title: Village President

Date: 8/15/24


STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: [Signature]
Jose Rios, P.E.
Region One Engineer

Date: 9/3/24

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP 870 (IL 53), Contract No. 60T22, State Section 2016-048, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved 
Title Village President
Date 8/15/24

**Exhibit B
FUNDING RESOLUTION**

WHEREAS, the VILLAGE OF LOMBARD (VILLAGE) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of IL 53 at Parkview Boulevard/Surrey Drive, known as Contract No. 60T22, State Section 2016-048TS; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Twenty Eight Thousand Three Hundred Seventy-Six Dollars (\$28,376) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project, based on final costs; and

BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, Brezinski, Elizabeth Clerk in and for the VILLAGE OF LOMBARD hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the VILLAGE Board at a meeting on August 15, 2024 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this 15th day of August, 2024 A.D.

Elizabeth Brezinski
Clerk

(SEAL)

EXHIBIT A
ESTIMATE OF COST Contract 60T22

Type of Work	FEDERAL		STATE		Village of Glen Ellyn		Village of Lombard		TOTAL
	\$	%	\$	%			\$	%	
All roadway work excluding the following:									
P&C Engineering (15%)	\$105,200	80%	\$26,300	20%			\$		\$
TRAFFIC SIGNALS	\$15,780	80%	\$3,945	20%					\$131,500
IL 53 At Parkview Boulevard/Surrey Drive	\$250,800	80%	\$31,350	10%	\$15,675	5%	\$15,675	5%	\$313,500
P&C Engineering (15%)	\$37,620	80%	\$4,703	10%	\$2,351	5%	\$2,351	5%	\$47,025
Emergency Vehicle Pre-emption System							\$9,000	100%	\$9,000
P&C Engineering (15%)							\$1,350	100%	\$1,350
TOTAL	\$409,400		\$66,298		\$18,026		\$28,376		\$ 522,100

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.