

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: October 6, 2020 (B of T) Date: November 5, 2020

TITLE: Intergovernmental Agreement with the County of DuPage regarding folding stop signs at signalized intersections

SUBMITTED BY: Carl Goldsmith, Director of Public Works 

BACKGROUND/POLICY IMPLICATIONS:

The Department of Public Works transmits for your consideration a resolution to authorize the President and Clerk to sign an Intergovernmental Agreement (IGA) between the Village of Lombard and the County of DuPage regarding placement of folding stop signs on County owned/maintained traffic signal poles.

Fiscal Impact/Funding Source:

No fiscal impact

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.



October 6, 2020

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works *g*

SUBJECT: Intergovernmental Agreement with the County of DuPage regarding folding stop signs at signalized intersections

Background

The DuPage County Department of Transportation undertook an evaluation of the placement of folding stop signs placed by municipalities on County owned traffic signal poles. The Village of Lombard currently has one folding sign located on a pole owned by DuPage County. The pole is located at 22nd Street and Westmore-Meyers Road. Foldable stop signs are deployed by the Lombard Police Department when the signal loses power. The Village and County are working on a project that will install battery back-up at that location so the signage will become obsolete in the future.

The County developed an intergovernmental agreement (IGA) to codify the existence of such signage and ensure that the parties are aware of the responsibilities as it relates to the stop signs. The IGA formalizes the relationship that exists between the County and Village and does not create any additional liability to the Village.

I respectfully request that this item be placed on the Village Board's agenda for the November 5, 2020. Should you have any questions, please feel free to contact me.

Recommendation

Staff recommends that the Village Board of Trustees approve an intergovernmental agreement between the Village of Lombard and the County of regarding folding stop signs at signalized intersections.

RESOLUTION

R ____-20

**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 the County of DuPage regarding folding stop signs at signalized intersections.

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 5th day of November, 2020.

Ayes: _____

Nayes: _____

Absent: _____

Approved this 5th day of November, 2020.

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DuPAGE AND THE VILLAGE OF LOMBARD
FOR THE INSTALLATION AND MAINTENANCE OF FOLDING STOP SIGNS
AT SIGNALIZED INTERSECTIONS AT COUNTY HIGHWAYS**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2020, by and between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the Village of Lombard (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation with offices at 255 E. Wilson Avenue, Lombard, Illinois. The COUNTY and the MUNICIPALITY are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES."

RECITALS

WHEREAS, the COUNTY has jurisdiction over certain rights-of-way designated as County Highways as specified in DuPage County Resolution DT-0024D-07; and

WHEREAS, certain County Highways lie within the corporate limits of the MUNICIPALITY; and

WHEREAS, the MUNICIPALITY desires to install folding stop signs (hereinafter referred to individually as "SIGN" and in plurality as "SIGNS") on traffic signals at signalized intersections under the jurisdiction of, or maintained by, the COUNTY, or on County Highways

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) and the MUNICIPALITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the

understanding of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to the affect of the construction hereof.

2.0 SCOPE OF PROJECT

- 2.1 The SIGNS shall not be used except for emergency purposes and shall only be opened by MUNICIPALITY'S police officers. The SIGNS shall not be opened to traffic while traffic control signals are operating in a normal traffic control mode 7839
- 2.2 The SIGNS shall be mounted only at locations listed in **Exhibit A** on the near right signal post of each approach or on a separate sign post near the signal post within the COUNTY right-of-way.
 - 2.2.1 The SIGNS shall be mounted at a height of at least 5 feet, measured from the bottom of the SIGN to the near edge of the pavement. The SIGN shall be mounted so as not to cause a hazard to pedestrians or cyclists.
 - 2.2.2 The SIGN shall not interfere with the pedestrian pushbutton or other traffic control devices at the intersection. If the SIGN is required to be relocated to provide adequate mounting space for traffic signal equipment or other traffic control devices, including signage, the MUNICIPALITY will be responsible for relocating or removing the SIGN in accordance with Section 3.3 of this AGREEMENT.

- 2.2.3 The SIGNS shall be an octagon when opened with white retroreflective message and border on a red retroreflective background. The standard size shall be 30" x 30" as described in the "Manual on Uniform Traffic Control Devices for Streets and Highways".
- 2.2.4 The SIGNS may be of a bi-fold or tri-fold construction. Bi-folded SIGNS will fold from top to bottom. Tri-folded SIGNS will fold from left and right to the center.
- 2.2.5 Bi-folded SIGNS, shall be closed in the down position to ensure that damaged signs do not fall into the open position.
- 2.2.6 The closed SIGNS may show a municipal logo, but shall not show any other message, graphic, or advertisement.
- 2.3 When in the closed position, the SIGNS shall be secured with a cotter pin or other similar, reusable hardware, or, at the COUNTY'S discretion, a lock and key provided by the COUNTY. Bi-folded SIGNS shall also be secured by the same method in the open position.
- 2.4 Any other lock assembly used by the MUNICIPALITY will be removed by the COUNTY'S traffic signal maintenance crews, along with the SIGNS. Removal costs shall be billed directly to the MUNICIPALITY by the COUNTY'S Electrical Maintenance Contractor and MUNICIPALITY shall pay said bill.
- 2.5 The police officer placing the SIGNS in the open condition must also switch the controller from a "run" mode to a "flash" mode. When the power is restored, the police officer must open the police door on the controller cabinet and place the signal switch in the "flashing" position to allow the signal to flash red in all directions. The MUNICIPALITY must notify the COUNTY'S Electrical Maintenance Contractor to switch the controller to normal operation when power is restored. When power is restored and the traffic signals have resumed normal operation, the MUNICIPALITY is responsible for returning and securing the SIGNS to the closed position.

3.0 RESPONSIBILITY OF THE MUNICIPALITY

- 3.1 The MUNICIPALITY is responsible for the entire cost of installing and maintaining the SIGNS.
- 3.2 The MUNICIPALITY will be responsible for the removal of the SIGNS if, in the opinion of the COUNTY, they are found to be the cause of operational problems or they are not used in compliance with this AGREEMENT. The MUNICIPALITY shall remove the SIGNS within 14 calendar days of notification by the COUNTY. If the MUNICIPALITY does not remove said SIGNS within that time, the COUNTY reserves the right to have its own forces remove the SIGN and bill the cost to the MUNICIPALITY. The MUNICIPALITY shall pay said bill.
- 3.3 The MUNICIPALITY will be responsible for the relocation of the SIGNS if the COUNTY determines that the proper placement, visibility, or accessibility of traffic signal equipment or other traffic control devices, including other signage, is inhibited by the placement of the SIGNS. The MUNICIPALITY shall remove the SIGNS within 14 calendar days of notification by the COUNTY, and may relocate said SIGNS subject to the terms of this AGREEMENT. If the MUNICIPALITY does not remove said SIGNS within that time, the COUNTY reserves the right to have its own forces remove the SIGN and bill the cost to the MUNICIPALITY. The MUNICIPALITY shall pay said bill.

4.0 MAINTENANCE

- 4.1 Upon completion of the installation of the SIGNS, the MUNICIPALITY is responsible for future maintenance of the SIGNS installed on equipment under this AGREEMENT, including meeting all requirements set forth in the Manual on Uniform Traffic Control Devices.
- 4.2 The PARTIES hereto agree that this AGREEMENT only addresses the SIGNS; nothing in this AGREEMENT changes, alters or modifies existing jurisdiction or maintenance responsibilities for existing roadways, appurtenances, or traffic signals listed in Exhibit "A".

5.0 INDEMNIFICATION

5.1 The MUNICIPALITY shall indemnify, hold harmless and defend the COUNTY its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the MUNICIPALITY, or its agents' negligent or willful acts, errors or omissions in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with applicable law. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

The COUNTY shall hold harmless and indemnify the MUNICIPALITY, and its officers, agents and employees from any and all loss or liability for any damages to person or property which result from incidents arising out of the operation and maintenance of the COUNTY pole.

Neither PARTY waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS

10/1 et seq.) or otherwise available to them under the law.

6.0 NOTICES

- 6.1 Any notice required shall be deemed properly given to the PARTY to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, or sent by e-mail, to the PARTY's address. The address of each PARTY is as specified below. Either PARTY may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Village of Lombard
255 E. Wilson Avenue
Lombard, Illinois 99999
ATTN: Carl Goldsmith, Director of Public Works
Phone: (630)620-5740
Email: goldsmithc@villageoflombard.org

County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: (630)407-6900
Email: CHRISTOPHER.SNYDER@DUPAGECO.ORG

7.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT

- 7.1 No modification or amendment to this AGREEMENT shall be effective until approved by the PARTIES in writing.
- 7.2 If the modification to this AGREEMENT is solely to add additional locations to Exhibit A, the County Engineer is authorized to modify this AGREEMENT on behalf of the COUNTY to add the additional locations to Exhibit A.

8.0 NON-ASSIGNMENT

- 8.1 This AGREEMENT shall not be assigned by either PARTY without the written consent of the other PARTY, whose consent shall not be unreasonably withheld.

9.0 AUTHORITY TO EXECUTE/RELATIONSHIP

9.1 The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing PARTY has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.

9.2 This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the PARTIES.

10.0 GOVERNING LAW

10.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

10.2 The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court for DuPage County.

11.0 SEVERABILITY

11.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 FORCE MAJEURE

12.1 Neither PARTY shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

VILLAGE OF LOMBARD

Daniel J. Cronin, Chairman
DuPage County Board

Keith Giagnorio
Village President

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Sharon Kuderna,
Village Clerk

EXHIBIT "A"

- Meyers Road and 22nd Street

