

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
6/6/2017

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| SUBJECT: | SUBMITTED BY: |
| Transferring Jurisdiction of Hobson Road West of Belmont Road from DuPage County to the Village | Nan Newlon Director of Public Works |

SYNOPSIS

Two resolutions and an ordinance have been prepared authorizing execution of a Local Agency Agreement and an Intergovernmental Agreement ("IGA") between the Village of Downers Grove and DuPage County to allow the transfer of a designated section of Hobson Road from DuPage County to the Village. The IGA also transfers responsibility for snow and ice removal for Finley Road north of Butterfield Road from the Village to the County.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Exceptional Municipal Services*.

FISCAL IMPACT

NA

RECOMMENDATION

Approval on the June 13, 2017 Active Agenda.

BACKGROUND

DuPage County currently has jurisdiction of approximately 1340 feet of Hobson Road west of Belmont Road. This is a local, two-lane road that had east-west continuity before the construction of I-355. With the construction of I-355 several rights-of-way were vacated, or transferred to local jurisdictions; however, this section continued to be maintained by DuPage County. See the attached Location Map. Hobson Road to the west of this section is maintained by the Village of Woodridge.

DuPage County requested a transfer of jurisdiction of this roadway section to the Village. The trucks the County use for winter operations are not compatible with smaller roads and create inefficiencies with turning and clearing intersections. The Village maintains the adjacent streets within what is referred to as the "Hobson Triangle" and maintaining this road would not reduce service in this area.

Similarly, the Village has jurisdiction of approximately 1600 feet of Finley Road north of Butterfield Road. DuPage County has jurisdiction of Finley Road to the south and the Village of Lombard has jurisdiction to the north. This snow route, Route 1, is one of the Village's most challenging routes because of its size and mix of roadway types. This transfer of winter operations to the County would improve the Village's

efficiency and performance. The Village would retain jurisdiction of this section of Finley Road, maintain the road and grant permits for access.

ATTACHMENTS

Resolution – Local Agency Agreement
Resolution – Intergovernmental Agreement
Ordinance
Location Map

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF DOWNERS GROVE**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Intergovernmental Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the County of DuPage (the "County"), to transfer jurisdiction of a portion of Hobson Road in exchange for the assumption of snow and ice operations on a portion of Finley Road, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

LOCATION MAP

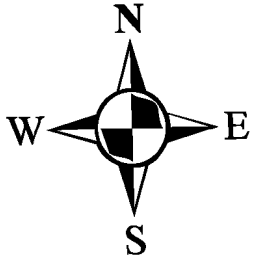


Illinois Department of Transportation

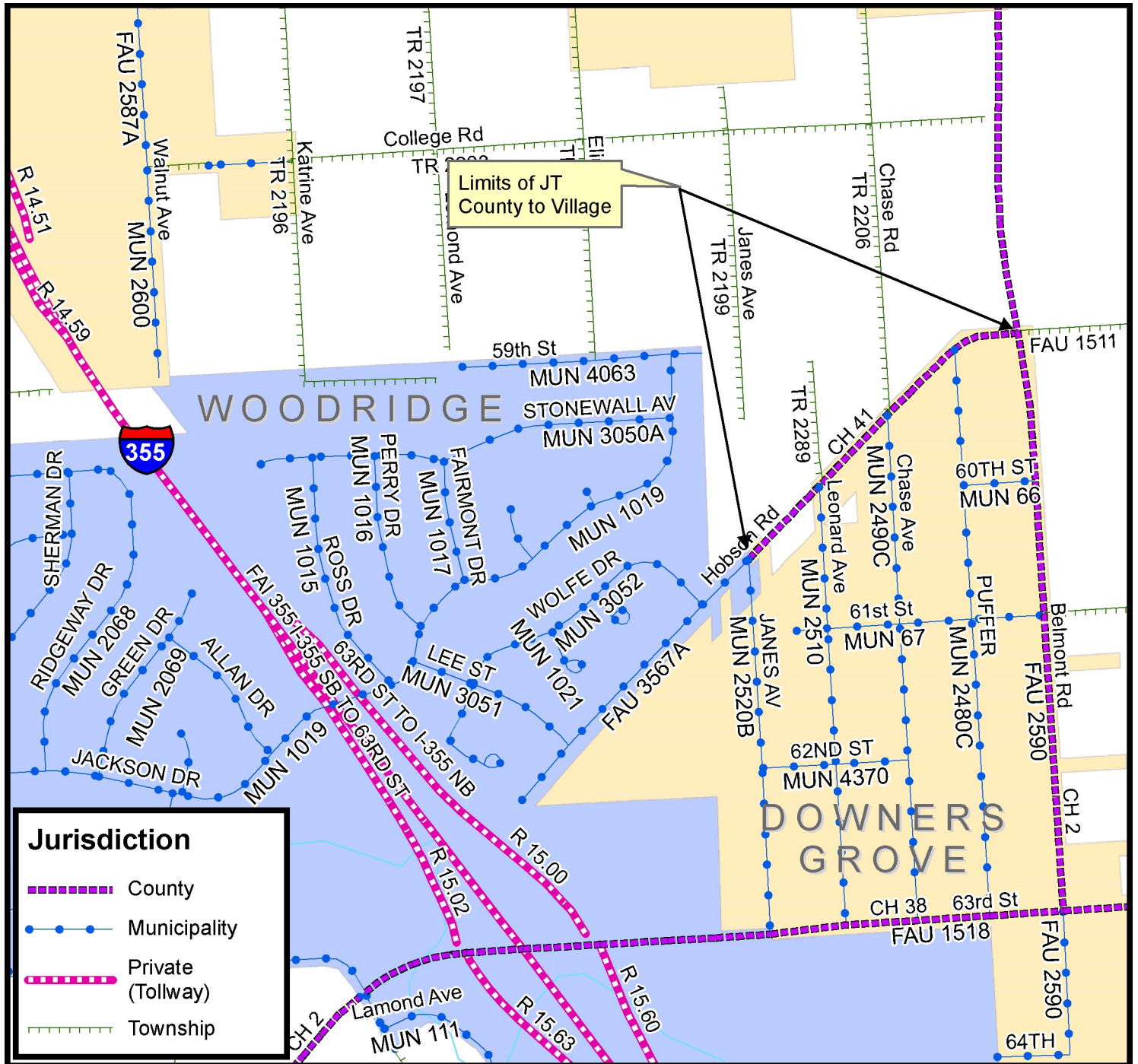
Jurisdictional Transfer

DUPAGE COUNTY
TO
VILLAGE OF DOWNERS GROVE

DuPage



Hobson Road / CH 41 (FAU 3567A)
from west edge of pavement Belmont Rd (FAU 2590)
westerly to the west edge of pavement of Janes Ave
(MUN 2520B), in its entirety



Jurisdiction

- County
- Municipality
- Private (Tollway)
- Township

INTERGOVERNMENTAL AGREEMENT
 BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF DOWNERS GROVE
 FOR TRANSFER OF JURISDICTION OF
 CH 41/HOBSON ROAD
 FROM THE WEST EDGE OF PAVEMENT OF BELMONT ROAD (FAU 2590)
 WESTERLY TO THE WEST EDGE OF PAVEMENT OF JANES AVENUE
 (MUN 2520B), IN ITS ENTIRETY
 FROM THE COUNTY OF DU PAGE TO THE VILLAGE OF DOWNERS GROVE
 AND
 ASSUMPTION OF SNOW AND ICE OPERATIONS ON FINLEY ROAD
 FROM IL 56 (BUTTERFIELD ROAD) TO THE
 NORTH VILLAGE OF DOWNERS GROVE LIMITS

This intergovernmental agreement ("AGREEMENT") is entered into this ____ day of _____, 2017, between the County of DuPage (hereinafter the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 and the Village of Downers Grove (hereinafter the "VILLAGE"), with offices at 801 Burlington Avenue, Downers Grove, Illinois. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, a segment of CH 41/Hobson Road from the west edge of pavement of Belmont Road (FAU 2590) westerly to the west edge of pavement of Janes Avenue (MUN 2520B), in its entirety, that is approximately 0.31 mi. in length (consisting of 0.65 lane miles) is currently a part of the County Highway System and under the jurisdiction of the COUNTY; and

WHEREAS, said segment of CH 41/Hobson Road no longer functions as a County highway and primarily serves local traffic and access; and

WHEREAS, it is in the best interests of the COUNTY and the VILLAGE to transfer jurisdiction of said segment of CH 41/Hobson Road from the west edge of pavement of Belmont Road (FAU 2590) westerly to the west edge of pavement of Janes Avenue (MUN 2520B), in its entirety, from the COUNTY to the VILLAGE; and

WHEREAS, the 1970 Illinois Constitution Art. VII, Section 10, and 5 ILCS 220/1 et seq. and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq. authorize that the COUNTY and VILLAGE cooperate in the performance of their responsibilities by contract and other agreements; and

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 VILLAGE 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.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the COUNTY and the VILLAGE formally covenant, agree, and bind themselves as follows to wit:

1. The COUNTY agrees to delete from the County Highway System and transfer jurisdiction, as is, and the VILLAGE agrees to add to the VILLAGE'S system and accept jurisdiction, as is, of CH 41/Hobson Road from the west edge of pavement of Belmont Road (FAU 2590) westerly to the west edge of pavement of Janes Avenue (MUN 2520B), in its entirety, that is approximately 0.31 mile in length, consisting of 0.65 lane miles, upon execution of this AGREEMENT by entering into the Local Agency Agreement for Jurisdictional Transfer (including map) as attached hereto as Exhibit A which is incorporated herein by reference.
2. In consideration of the VILLAGE's acceptance of jurisdiction, as is, the COUNTY agrees, at its sole cost and expense, to provide snow and ice removal operations on Finley Road from IL 56 (Butterfield Road) to the north Village of Downers Grove limits which is approximately 0.30 mile in length, consisting of 1.5 lane miles. Upon final approval from the Illinois Department of Transportation transferring jurisdiction, said snow and ice removal operations by the COUNTY shall continue until such time as changes or modifications are made in writing by the parties per paragraph 5 herein below. Snow and ice removal operations are defined in the Illinois Department of Transportation's District 1 Snow and Ice Control Manual (most recent edition) incorporated herein by reference.
3. Upon approval from the Illinois Department of Transportation transferring jurisdiction of said section of Hobson Road, the VILLAGE will pass an ordinance pursuant to 65 ILCS 605/0.001, et seq., declaring that it is necessary or convenient for the VILLAGE to use and occupy the road segment specified in this AGREEMENT, and the COUNTY having previously passed a resolution authorizing the conveyance of the specified portions of Hobson Road shall thereafter promptly transfer by Quit Claim Deed only those interests

that it possesses in the transferred Hobson Road without any warranty of title.

4. INDEMNIFICATION

- a. The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
 - i. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.
- b. The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 VILLAGE'S negligent or willful acts, errors or omissions in its performance under

this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

- i. The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE's or any successor's or assign's authority and legal capacity to indemnify the COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through the COUNTY, or in the event of change in the laws of the State of Illinois governing the VILLAGE's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.
- c. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, 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, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- d. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The VILLAGE'S participation in its defense shall not remove COUNTY'S duty to indemnify, defend, and hold the VILLAGE harmless, as set forth above.

- e. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- f. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided.
5. This document shall be a final embodiment of the AGREEMENT by and between the COUNTY and the VILLAGE. No oral changes or modifications of this AGREEMENT shall be permitted or allowed. Changes or modifications to this AGREEMENT shall be made only in writing and upon the necessary and proper signature of the COUNTY and the VILLAGE.
6. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Circuit Court for DuPage County.
7. In the event that any provisions of this AGREEMENT shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions hereto.
8. This AGREEMENT shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

Dated at Wheaton, Illinois, this _____ day of _____, 2017.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Paul Hinds, County Clerk

Dated at Downers Grove, Illinois, this _____ day of _____, 2017.

Martin T. Tully, Mayor
Village of Downers Grove

ATTEST:

April Holden, Clerk
Village of Downers Grove

