

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**6/13/2017**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
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

**UPDATE & RECOMMENDATION**

This item was discussed at the June 6, 2017 Village Council meeting. At the meeting, Council inquired why Hobson Road was proposed as a Jurisdictional Transfer rather than an Intergovernmental Agreement addressing snow plowing for the areas of Hobson and Finley Road north of Butterfield Road. Staff has prepared a report to address these questions. The report is attached.

Staff recommends approval at the June 13, 2017 Village Council meeting.

**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  
Staff report

VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: June 13, 2017  
(Name)

RECOMMENDATION FROM: \_\_\_\_\_ FILE REF: \_\_\_\_\_  
(Board or Department)

**NATURE OF ACTION:**

**STEPS NEEDED TO IMPLEMENT ACTION:**

- Ordinance
- Resolution
- Motion
- Other

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF DOWNERS GROVE", as presented.



**SUMMARY OF ITEM:**

Adoption of this resolution shall authorize execution of an intergovernmental agreement between the Village and the County of DuPage for the jurisdictional transfer of a portion of Hobson Road.

**RECORD OF ACTION TAKEN:**

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**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

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.

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Martin T. Tully, Mayor  
Village of Downers Grove

ATTEST:

\_\_\_\_\_  
April Holden, Clerk  
Village of Downers Grove





*Why is the Hobson Road issue proposed to be addressed by a Jurisdictional Transfer (transfer of ownership of the road) rather than an Intergovernmental Agreement addressing snow plowing responsibilities for Hobson Road and Finely Road north of Butterfield?*

Staff recommends transferring jurisdiction of Hobson Road to:

- Improve road maintenance service levels (snow & ice control, pothole patching, tree trimming, ditch maintenance) on Hobson Road
- Improve snow and ice control operations on Finley Road
- Maintain permitting and operational control of Finley Road

Hobson Road is in good condition. Maintenance activities are likely to include minor patching and resurfacing on a 16-20 year cycle.

#### Improve Hobson Road Maintenance Service Levels

Currently the roadway jurisdictions in this residential area include DuPage County, township, and the Villages of Downers Grove and Woodridge. When responding to issues such as pothole patching, right of way tree trimming, snow clearing and drainage ditches it can be difficult what is the appropriate agency to respond and who to direct callers to. This sometimes results in delays.. This transfer would remove the County from the mix and reduce the number of entities involved.

#### Improve Snow & Ice Control Operations for Finley Road

Finley Road is a five-lane road, this section is disconnected from other, similar roads in this route, and requires a significant amount of extra driving to position a truck to keep this route clear. This takes time away from other areas in this route and delays operations.

#### Maintain Permitting and Operational Control of Finely Road

Staff considered asking the County to take jurisdiction of the Finely roadway segment. Under this scenario, DuPage County would have access and permitting control. This segment of Finely Road serves several Downers Grove commercial areas. Staff recommends maintaining control of access and permitting authority to better serve the properties in this area. This segment of Finley Road is currently being resurfaced with Federal funding assistance.

#### Condition of Hobson Road

Lastly, this segment of Hobson Road is in good condition and will not require significant maintenance in the near future. This segment was designed for heavier traffic volumes than what it currently carries, and will perform with minor patching and resurfacing on a 16 to 20 year cycle.