
THE VILLAGE OF BLOOMINGDALE
DUPAGE COUNTY, ILLINOIS

RESOLUTION
NUMBER 2020-R-19

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE VILLAGE OF BLOOMINGDALE AND
COUNTY OF DUPAGE**

FRANCO A. COLADIPIETRO, Mayor
JANE E. MICHELOTTI, Village Clerk

VINCE ACKERMAN
WILLIAM BELMONTE
BILL BOLEN
FRANK BUCARO
PATRICK SHANNON
JUDI VON HUBEN

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
on this the 23rd day of November, 2020

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COUNTY OF DUPAGE**

WHEREAS, the Village of Bloomingdale, DuPage County, Illinois (hereinafter referred to as the "Village") is a home rule unit of local government, and as such may exercise any power and perform any function pertaining to its government and affairs, except as limited by Article VII, Section 6 of the 1970 Illinois Constitution;

WHEREAS, the Village upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

WHEREAS, the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies

entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act;

WHEREAS, the County of DuPage (hereinafter referred to as County) has jurisdiction over certain rights-of-way designated as County Highways as specified in DuPage County Resolution DT-0024D-07;

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

WHEREAS, the Village 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.*) are authorized to enter into this Agreement;

WHEREAS, the Parties desire to enter into agreements outlining and defining their respective roles in relation to the completion and maintenance of the Project; and

WHEREAS, the Village of Bloomingdale Corporate Authorities are of the opinion that it is in the best interests of the Village of Bloomingdale to enter into the attached Intergovernmental Agreement for the purposes reference herein.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois pursuant to the Village of Bloomingdale's "Home Rule Powers" as follows:

Section One - Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Intergovernmental Agreement

The Village hereby approves the Intergovernmental Agreement substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the addendum, substantially in the form of such addendum attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such addendum.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the agreement and of this resolution.

Section Seven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All resolutions, parts or resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Eleven - Passage Clause

That this resolution shall take full force and effect from and after its passage, approval and publication as provided by law.

Section Twelve - Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

DECIDED pursuant to a roll call vote as follows:


	YES	NO	ABSENT	PRESENT
Vince Ackerman	X			
William Belmonte	X			
Bill Bolen	X			
Frank Bucaro			X	
Patrick Shannon	X			
Judi Von Huben	X			
Franco A. Coladipietro (if necessary)				
TOTAL	5	0	1	

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the 23rd day of November, 2020.



Franco A. Coladipietro
Village President

ATTEST:



Jane Michelotti
Village Clerk

Exhibit A
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DuPAGE
AND THE VILLAGE OF BLOOMINGDALE
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 23 day of November 23, 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 MUNICIPALITY of BLOOMINGDALE (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation with offices at 201 S. Bloomingdale Road, Bloomingdale, 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.
- 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 MUNICIPALITY'S indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement. 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 Bloomingdale
201 S. Bloomingdale Road
Bloomingdale Illinois 60108
ATTN: James Monkemeyer, Public Works Director
Phone: (630)529-5692
Email: monkemeyerj@vil.bloomingdale.il.us

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 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 BLOOMINGDALE

Daniel J. Cronin, Chairman
DuPage County Board

By: 

Franco Coladipietro
Village President

ATTEST:

Jean Kaczmarek,
County Clerk

ATTEST:



Jane Michelotti,
MUNICIPALITY Clerk

EXHIBIT "A"

- X STREET AND Y AVENUE
- A BOULEVARD AND B WAY
- IF MULTIPLE MUNICIPALITIES ARE INVOLVED, INDICATE SIGN LOCATION(S) (i.e., NORTHEAST CORNER) AND/OR DIRECTION(S) (i.e., NORTHBOUND).

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, do hereby certify that I am the duly qualified and elected Clerk of the Village of Bloomingdale, in the County and State aforesaid; and as such Clerk, I am the keeper of the official journal, records and files of the President and Board of Trustees of said Village.

I do further certify that the attached and foregoing is the only full, true and correct copy of:

RESOLUTION NO. 2020-R-19
A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF BLOOMINGDALE AND COUNTY OF DUPAGE

Passed and Approved:

as adopted by the President and Board of Trustees of the Village of Bloomingdale at a legally convened meeting in the Village of Bloomingdale.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Village of Bloomingdale, Du Page County, Illinois, this 30th day of November, 2020


Jane E. Michelotti
Village Clerk

(VILLAGE SEAL)