

RESOLUTION R-19-10

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WHEATON AND THE COUNTY OF DUPAGE (RIGHT OF WAY SIGNAGE)

WHEREAS, the City of Wheaton has adopted ordinances controlling signs, including electronic signs, in public rights-of-way; and

WHEREAS, the County owns, operates, controls or manages the facility commonly known as the DuPage County Convalescent Center; and

WHEREAS, the Convalescent Center is located on a multi-lane arterial highway and not in the immediate vicinity of any residences or nongovernmental uses; and

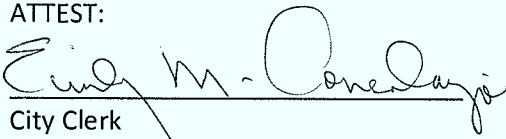
WHEREAS, the DuPage County Board has authorized the County of DuPage to participate in an Intergovernmental Agreement with the City of Wheaton for the erection and maintenance of an electronic sign for the use and benefit of the DuPage County Convalescent Center; and

WHEREAS, based upon the specific location of the proposed electronic sign, the Corporate Authorities of the City of Wheaton have no objection to its use subject to the terms and conditions set forth in the Agreement (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED by the Wheaton City Council that the Mayor is authorized to sign and the City Clerk is authorized to attest to a certain agreement entitled, "An Intergovernmental Agreement Between the City of Wheaton and the County of DuPage (Right of Way Signage)" which is attached hereto as Exhibit A.

DATED this 19th day of April, 2010.

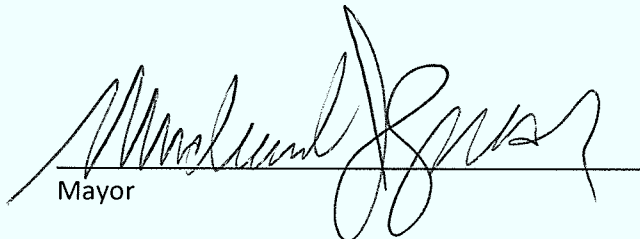
ATTEST:


City Clerk

Ayes:

Nays:

Absent:


Mayor

Roll Call Vote:

Councilman Scalzo

Councilman Suess

Councilwoman Corry

Councilman Mouhelis

Mayor Gresk

Councilman Prendiville

None

Councilman Levine

Motion Carried Unanimously

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WHEATON
AND THE COUNTY OF DUPAGE (RIGHT OF WAY SIGNAGE)**

This Intergovernmental Cooperation Agreement ("Agreement") made and entered into as of this 27th day of October, 2009, by and between the **CITY OF WHEATON**, an Illinois home rule municipal corporation (hereinafter referred to as the "City") and the **COUNTY OF DUPAGE**, (hereinafter "County"). From time to time, this Agreement may refer to the City and County individually as a "Party" or together as "Parties".

Preambles

WHEREAS, the City and County are public agencies, as those terms are defined in the Intergovernmental Cooperation Act, 5 ILCS 220/2 and the Illinois Constitution; and

WHEREAS, the City has adopted ordinances controlling the signs, including electronic signs, in public right of ways; and

WHEREAS, the County, owns, operates, controls or manages the facility commonly known as The DuPage County Convalescent Center (hereinafter "Convalescent Center") located at 400 N. County Farm Road in Wheaton, Illinois; and

WHEREAS, the County has contacted the City to determine whether the City will allow the erection and maintenance of an electronic sign for the use and benefit of the Convalescent Center; and

WHEREAS, the Convalescent Center is located on a multi lane arterial highway and not in the immediate vicinity of any residences or nongovernmental uses;

WHEREAS, based upon this specific location of the proposed electronic sign the Corporate Authorities of the City of Wheaton have no objection to its use subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the County has reviewed the terms and conditions set forth in this Agreement and finds them reasonable and appropriate with regard to the operation of the electronic sign; and

WHEREAS, the City and the County desire to establish standards for the operation of the sign so as not to constitute an unnecessary or hazardous distraction to drivers and pedestrians in the area of the electronic sign; and

Now, therefore, in consideration of the mutual promises contained herein and of their good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals** The recitals contained in the foregoing Preamble are incorporated into this Agreement and made a part hereof, as representing the intent of the parties and where applicable a subtenant provisions herein, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **Installation Allowed** Wheaton hereby agrees, upon the submission of proper permitting application documents by the County to the City, to allow the installation of an electronic message sign to be located on the Convalescent Center's property. The type and dimensions of the sign are attached hereto and incorporated herein as it fully set forth in Exhibit 1. The location of the sign is depicted on the Exhibit attached hereto and incorporated herein as it fully set forth in Exhibit 2.

3. **Terms of Installation and Maintenance** The electronic sign shall be maintained, managed and operated by the County in conformance with the following requirements:

A. Messages transmitted through the electronic medium of this sign shall be in two colors: the background being one color, and the letters being another color. The display of any message containing more than one background or more than one letter color shall be prohibited. Background and letter colors however, may be altered for each message portrayed on the sign. For purposes of this ordinance the term "message" shall mean a complete or incomplete sentence or group of words pertaining to a single topic.

B. When a message changes the prior message shall disappear simultaneously with the appearance of the new message.

C. A message shall change no more than every four seconds.

D. The electronic sign shall not cause illumination in excess of 0.05 foot candles at any property line in or adjoining a residential use.

E. The County shall install and maintain the electronic sign in conformance with applicable City property maintenance codes and any applicable electric or fire codes of the City.

7. The authority to install and maintain the sign shall be for a period of 10 years from the date of approval of this Intergovernmental Agreement by the City. The Agreement may be extended by mutual agreement between the parties. If at the end of the 10 years the City does not notify the County of its intent to withdraw its authority under this Agreement, the authorization set forth herein shall be extended for 1 year periods from the anniversary date of the approval of this Agreement by the City until notification of termination of authority by the City to the County. Where notification of termination occurs within a 1 year extension period the authorization will terminate upon the next anniversary date.

8. **Miscellaneous**

The descriptive headings of the various sections or parts of this Agreement are for convenience only. They shall not affect the meaning or construction or be used in the interpretation of this Agreement or any of its provisions.

- A This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois and both the City and the County agree to submit to the jurisdiction of the courts of Illinois any dispute regarding this Agreement. The exclusive venue for such purposes shall be the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.
- B The Parties have had the opportunity to freely negotiate and cooperate in the drafting and preparation of this Agreement, and in any interpretation or construction of this Agreement or any word, clause or provision herein, the same shall not be construed against any Party on the basis that the Party was the drafter.
- C If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision or portion thereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
- D This Agreement supersedes all prior agreements and understandings, both written and oral, of the Parties with respect to the subject matter hereof. This Agreement may be modified or amended only with the express written approval of both Parties dated subsequent to the date of this Agreement.
- E This Agreement is not and shall not be binding upon either Party unless and until executed by both Parties. The Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
- F Subject to the provisions regarding assignment, this Agreement shall be binding upon, and inure to the benefit of the successors-in-interest of the Parties.
- G The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto and accordingly shall be construed according to the fair meaning of its terms, and not against any Party.
- H Nothing contained in this Agreement is intended to create, or shall be construed as creating, a partnership, joint venture or any similar relationship between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Cooperation Agreement as of the day and year first above written.

CITY OF WHEATON

By: Michael J. Gresk

Name: Michael J. Gresk

Title: MAYOR - City of Wheaton

DUPAGE COUNTY

By: Robert J. Schillerstrom

Name: Robert J. Schillerstrom

Title: Chairman, DuPage County Board

ATTEST:

By: Emily M. Consolazio

Name: Emily M. Consolazio

Title: City Clerk

ATTEST:

By: Gary A. Fong

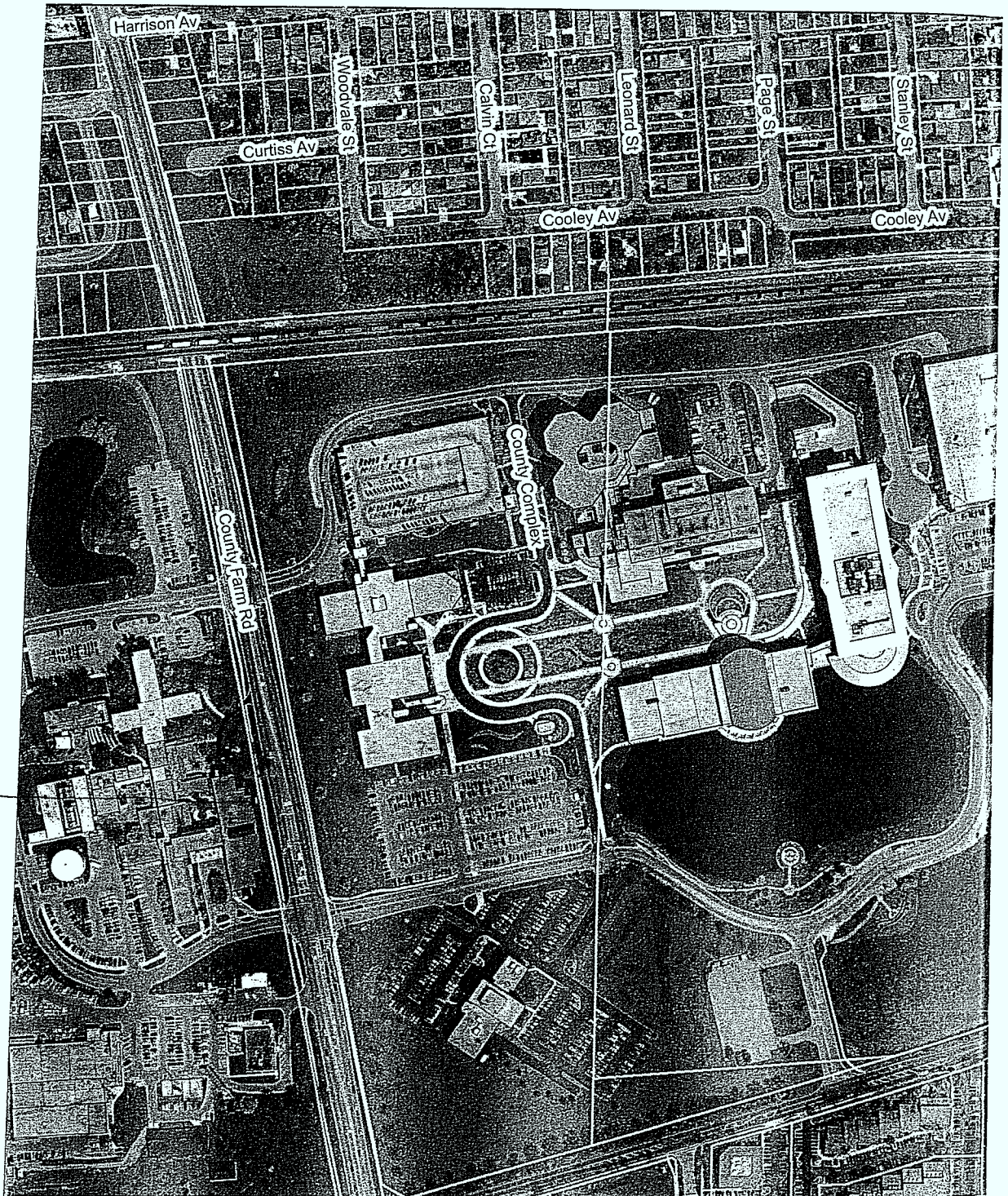
Name: _____

Title: _____



Applied.

Single Column Mount - 4" Diameter (4.5" O.D.) Schedule 40 Steel Column Set in a 1'-6" Diameter x 4'-0" Deep Concrete Foundation.
(2) 20 Amp Circuits @ 120 Volts Required, Run to Sign Location by Others.



Site of
sign.

RESOLUTION

HHS-019-09

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WHEATON
AND THE COUNTY OF DUPAGE (RIGHT OF WAY SIGNAGE)

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WHEREAS, the Convalescent Center is located on a multi lane arterial highway and not in the immediate vicinity of any residences or nongovernmental uses; and

WHEREAS, based upon the specific location of the proposed electronic sign the Corporate Authorities of the City of Wheaton have no objection to its use subject to the terms and conditions set forth in the agreement; and

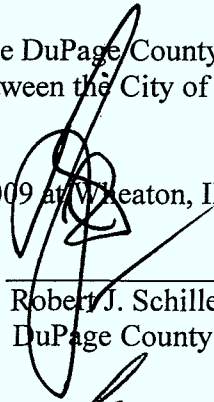
WHEREAS, the County has reviewed the terms and conditions set for in the Agreement and finds them reasonable and appropriate with regard to the operation of the electronic sign; and

WHEREAS, the City of Wheaton and the County desire to establish standards for the operation of the sign so as not to constitute an unnecessary or hazardous distraction to drivers and pedestrians in the area of the electronic sign; and

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board has approved the Intergovernmental Cooperation Agreement between the City of Wheaton and the County of DuPage in regards to Right of Way Signage.

Enacted and approved on this 27th day of October, 2009 at Wheaton, Illinois.

Ayes: 13
Absent: 5


Robert J. Schillerstrom, Chairman
DuPage County Board

ATTEST: 
Gary A. King, County Clerk