

RESOLUTION R-2018-91

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

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

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1106, the County owns, operates, controls or manages the facility commonly known as the DuPage County Governmental Campus ("DuPage Campus") located between Manchester road and the Union Pacific Railroad on County Farm Road in Wheaton, Illinois; and

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

WHEREAS, the County proposed to install, erect and maintain two (2) electronic signs within the public right of ways adjoining the DuPage Campus, which signage shall be for the use and benefit of the County and the DuPage Campus; and

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

WHEREAS, pursuant to the above authority the County has been authorized to participate in an Intergovernmental Agreement with the City for the erection and maintenance of two (2) electronic signs for the use and benefit of the County and the DuPage Campus; and

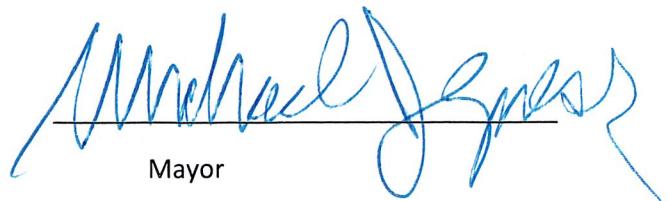
WHEREAS, the City and the County desire to establish standards for the operation of the proposed signs so as not to constitute an unnecessary or hazardous distraction to drivers and pedestrians in the area of the electronic signs; and

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

WHEREAS, the parties have reviewed the terms and conditions set for in this Intergovernmental Agreement and find them reasonable and appropriate with regard to the operation of the electronic signs;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to sign, and the City Clerk is hereby directed to attest to an Intergovernmental Agreement Between the City of Wheaton and the County of DuPage for Right-of-Way Signage.

ADOPTED this 1st day of October, 2018.



Michael Gresk

Mayor

ATTEST:



Anna Bennett Hagan

City Clerk

Roll Call Vote

Ayes: Councilman Scalzo
Councilman Suess
Councilman Prendiville
Mayor Gresk
Councilman Rutledge

Nays: None

Absent: Councilman Barbier
Councilwoman Fitch

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 1st day of October, 2018 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 of Wheaton ("City") and the County of DuPage ("County") are public agencies, as those terms are defined in the Intergovernmental Cooperation Act, 5 ILCS 220/2 and the Illinois Constitution; and

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1106, the County owns, operates, controls or manages the facility commonly known as the DuPage County Governmental Campus ("DuPage Campus") located between Manchester road and the Union Pacific Railroad on County Farm Road in Wheaton, Illinois; and

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

WHEREAS, the County proposed to install, erect, manage and maintain two (2) electronic signs within the public right of ways adjoining the DuPage Campus, which signage shall be for the use and benefit of the County and the DuPage Campus; and

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

WHEREAS, pursuant to the above authority the County has been authorized to participate in an Intergovernmental Agreement with the City for the installation, erection and maintenance of two (2) electronic signs for the use and benefit of the County and the DuPage Campus; and

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

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

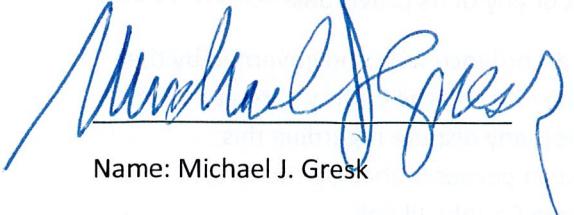
WHEREAS, the parties have reviewed the terms and conditions set forth in this Intergovernmental Agreement and find them reasonable and appropriate with regard to the operation of the electronic signs;

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.** The City hereby agrees, upon the submission of proper permitting application documents by the County to the City, to allow the installation of electronic message signs to be located on DuPage County property. The type and dimensions of the signs are attached hereto and incorporated herein as it fully set forth in Exhibit 1. The locations of the signs are 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 signs shall be installed, maintained, managed and operated by the County in conformance with the following requirements:
 - A. Messages transmitted through the electronic medium of these signs 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 frequently than once every four (4) 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 signs in conformance with applicable City codes.
4. The authority to install and maintain the signs shall be for a period of ten (10) years from the date of approval of this Agreement by the City. The Agreement may be extended by the mutual written agreement of 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

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

CITY OF WHEATON



Name: Michael J. Gresk

Title: Mayor

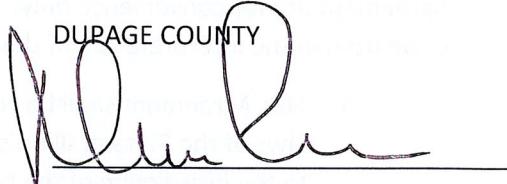
ATTEST BY:



Name: Sharon Barrett-Hagen

Title: City Clerk

DUPAGE COUNTY



Name: Daniel Cronin

Title: Chairman, DuPage County Board

ATTEST BY:



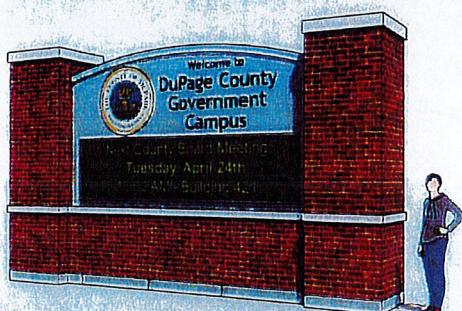
Name: Paul Hinds

Title: DuPage County Clerk

occurs within a 1 year extension period the authorization will terminate upon the next anniversary date.

5. **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. The 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 successors-in-interest of the Parties.
 - G. 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.

Sign Concept



Preliminary Design:

- Approx. 20'-0" wide X 11'-0" tall
- Match existing campus brick & masonry
- \$50,000 - \$75,000 per sign
- Lettering visible to 400 [common standard]
Allows for 8 - 10 seconds of reading @ 35 mph
- Programmable, single-color LED display

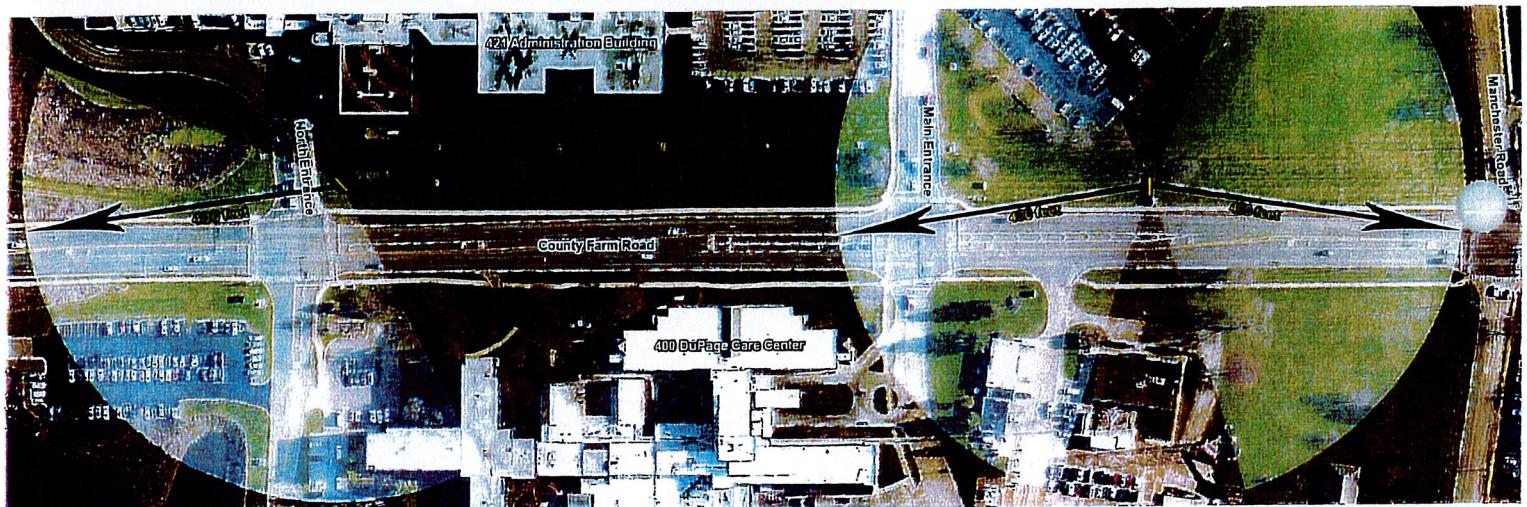
Maintained/updated by FM staff, New County content policy

 DUPAGE COUNTY

PUBLIC WORKS DEPARTMENT

Exhibit '1'

Proposed Locations



 DUPAGECOUNTY

PUBLIC WORKS DEPARTMENT

Exhibit 'Z'

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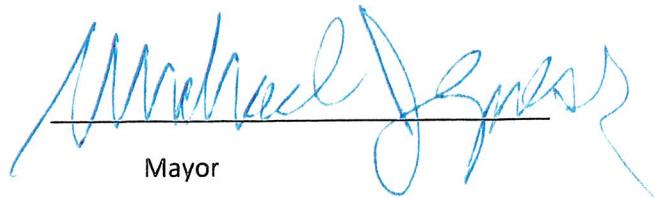
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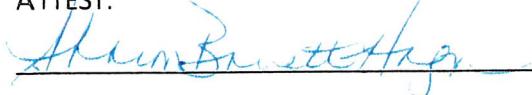
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ADOPTED this 1st day of October, 2018.



A blue ink signature of "Michael Gresk" is written over a horizontal line. Below the signature, the word "Mayor" is printed in black ink.

ATTEST:



A blue ink signature of "Anna Brattetorp" is written over a horizontal line.

City Clerk

Roll Call Vote

Ayes: Councilman Scalzo
Councilman Suess
Councilman Prendiville
Mayor Gresk
Councilman Rutledge

Nays: None

Absent: Councilman Barbier
Councilwoman Fitch

Motion Carried Unanimously