

Item #4:

Res. Authorizing IGA With Lake County For Street Signs

VILLAGE OF LONG GROVE

RESOLUTION NO. 2015-R-__

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF LAKE
FOR PLACEMENT OF VILLAGE STREET SIGNS IN COUNTY ROW**

WHEREAS, the following Country Roads travel through the Village of Long Grove:
Diamond Lake Road; Gilmer Road and Old McHenry Road; and

WHEREAS, the Lake County Department of Transportation ("**LCDOT**") has historically installed and maintained street signs along the County Roads within the boundaries of the Village of Long Grove; and

WHEREAS, the Village of Long Grove has recently designed Village street signs which have an appearance distinctly different from the County street signs; and

WHEREAS, the Village of Long Grove has historically limited the installation of Village street signs for all village public roads throughout the Village; and

WHEREAS, the Village of Long Grove recently completed the replacement of Village street signs at all streets, public and private, that intersect with village public roads located within the Village; and

WHEREAS, the Village of Long Grove believes that the installation of Village street signs for all streets that intersect with all public roads, including County roads, is an important public safety improvement for emergency responders and the traveling public; and

WHEREAS, the Village of Long Grove believes that the installation of Village street signs for all streets that intersect with County roads will help to further identify all areas that are within the Village of Long Grove boundaries and provide a unifying improvement throughout the Village; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to approve the Master Intergovernmental Agreement For The Placement Of Village Street Name Signs Within County Highway Right-Of-Way (**Lake County IGA**) and by this reference incorporated into, this Resolution as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Execution of the Agreement. The Village President or Village Manager shall be, and hereby are, authorized to execute the Lake County IGA on behalf of the Village.

Section 4. Effective Date. This Resolution shall be in effect from and after its passage and approval in the manner provided by law.

PASSED this 10th day of March, 2015.

AYES: Trustees:

NAYS:

ABSENT:

APPROVED this 10th day of March, 2015.

Angela Underwood, Village President

ATTEST:

Heidi Locker-Scheer, Village Clerk

EXHIBIT A

Lake County IGA

DRAFT

Local Agency: VILLAGE OF LONG GROVE, ILLINOIS	County of Lake, Illinois	
MASTER INTERGOVERNMENTAL AGREEMENT FOR THE PLACEMENT OF VILLAGE STREET NAME SIGNS WITHIN COUNTY HIGHWAY RIGHT-OF-WAY		

THIS AGREEMENT is made and entered into between the County of Lake, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the Village of Long Grove, an Illinois Municipal Corporation or Political Subdivision organized and existing under the laws of the State of Illinois, acting by and through its Village President and its elected and appointed officials, hereinafter referred to as the VILLAGE.

County Highway Locations Subject to THIS AGREEMENT (See EXHIBIT A)

AGREEMENT PROVISIONS

Section A.

IT IS MUTUALLY AGREED BY THE VILLAGE AND BY THE COUNTY:

- 1 That the COUNTY has jurisdiction over certain roadways located in the VILLAGE.
- 2 That the VILLAGE is desirous to install VILLAGE street name signs at various locations along COUNTY highways as indicated in EXHIBIT A of THIS AGREEMENT.
- 3 That EXHIBIT A of THIS AGREEMENT may be amended to add or delete locations containing VILLAGE street name signs. Such additions or deletions shall be considered upon written request from the VILLAGE to the COUNTY's County Engineer, and upon approval of said request by the COUNTY's County Engineer, EXHIBIT A shall be revised to add or delete the subject location.
- 4 That THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer, to maintain operate, improve, manage, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined and as provided by law.
- 5 That nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, officers, employees and agents) the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever, or the COUNTY (including its elected officials, duly appointed officials, officers, employees and agents) the agent, representative or employee of the VILLAGE for any purpose or in any manner whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY, and vice-versa, with respect to all services performed under THIS AGREEMENT.
- 6 That each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
- 7 That THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
- 8 That THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in Lake County, Illinois by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.

- 9 That the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, the illegality of such provision, paragraph, section, subdivision, clause, phrase or word shall not affect the remaining portions of THIS AGREEMENT.
- 10 That the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof. Any other prior written agreements between the parties hereto shall remain in full force and effect except as modified by THIS AGREEMENT.
- 11 That, except as provided heretofore in Paragraph 3 of this Section, any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
- 12 That THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.
- 13 That THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
- 14 That THIS AGREEMENT shall remain in full force and effect for such a period of time as any of the VILLAGE street name signs listed in EXHIBIT A of THIS AGREEMENT remain in place, in use and in operation.

Section B.

THE VILLAGE AGREES:

- 1 That the VILLAGE street name signs shall comply with the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition, the Illinois Supplement to the MUTCD, and any supplements thereto or any companion or successor document or documents.
- 2 That the VILLAGE street name sign blank height shall be 12" and the sign lettering height shall be 6".
- 3 That the VILLAGE shall submit the proposed sign layout to the COUNTY's Division of Transportation - Traffic Department for review and approval prior to fabrication and installation.
- 4 That the VILLAGE shall notify the COUNTY's Division of Transportation - Traffic Department prior to and after installation of the VILLAGE street name signs and any sign posts.
- 5 That the VILLAGE shall remove the existing COUNTY street name signs at the locations detailed in Exhibit A and shall store the signs at VILLAGE hall for the COUNTY to pick up. The VILLAGE shall contact the COUNTY's Division of Transportation - Sign Shop once all COUNTY signs have been removed and are ready for pick up.
- 6 That the VILLAGE street name signs may be installed on the existing COUNTY street name sign posts after the Village removes the existing COUNTY signs. If a separate post is required to be installed, the post shall be installed by the VILLAGE in accordance with the requirements of the Illinois Standard Specifications for Road and Bridge Construction and any supplements thereto or any companion or successor document or documents.
- 7 That the VILLAGE shall install the VILLAGE street name signs, and any required sign posts, in accordance with the location(s) indicated on EXHIBIT A and shall maintain the VILLAGE street name signs and sign posts at no cost to the COUNTY.
- 8 That the installation must be acceptable to the COUNTY's Division of Transportation.

- 9 That the VILLAGE is solely responsible for maintaining, repairing and/or replacing any and all VILLAGE street name signs and sign posts used for the VILLAGE street name signs that may become damaged and/or vandalized.
- 10 To periodically inspect the VILLAGE street name signs and sign posts to ensure proper function, specifically that the VILLAGE street name signs are visible and meet retro-reflective standards.
- 11 To promptly remove, or cause to be removed, at no expense to the COUNTY, the VILLAGE street name signs and sign posts upon receipt of written notification from the COUNTY's County Engineer, if, in the opinion of the COUNTY's County Engineer, operational problems occur, or the use of the VILLAGE street name signs is contrary to the conditions and stipulations established by the COUNTY's Division of Transportation.
- 12 That the VILLAGE shall reimburse the COUNTY for any and all COUNTY-incurred costs should the VILLAGE street name signs be removed and the COUNTY street name signs be re-installed by the COUNTY.
- 13 To indemnify, defend and hold harmless the COUNTY, its elected and appointed officials, agents, employees and representatives, and the COUNTY's Division of Transportation, its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to as "claims") arising from and relating to the use of the VILLAGE street name signs at the intersection(s). The VILLAGE further agrees to pay all damages, judgments, settlements, costs and expenses incurred by the COUNTY, including all reasonable attorney's fees and court costs, in connection with or resulting from such claims against the COUNTY.

Addenda

Additional information and/or stipulations are hereby attached and identified below as being a part of THIS AGREEMENT.
EXHIBIT A

(Insert addenda numbers and titles as applicable)

IN WITNESS WHEREOF, the Parties hereto have caused THIS AGREEMENT to be executed by their duly authorized officers as of the dates below indicated.

VILLAGE OF LONG GROVE

COUNTY OF LAKE

By: _____

By: _____

Title: Village President

Chair, Lake County Board

Date: _____

Date: _____

Attest: _____

Attest: _____

Title: _____

Clerk, Lake County

Recommended for Execution

 County Engineer/ Director of Transportation

EXHIBIT A

03/06/2015

**LIST OF LOCATIONS ALONG COUNTY HIGHWAYS
WHERE VILLAGE STREET SIGNS ARE APPROVED
FOR INSTALLATION AND OPERATION
(or those Previously Approved Now Being Deleted)**

LOCATION	EFFECTIVE DATE ADDED	EFFECTIVE DATE REMOVED
1) Old McHenry Road and Patricia Drive	Effective date OF THIS AGREEMENT	
2) Old McHenry Road and Orchard Lane	Effective date OF THIS AGREEMENT	
3) Old McHenry Road and Woods End Road	Effective date OF THIS AGREEMENT	
4) Old McHenry Road and Ridgewood Lane	Effective date OF THIS AGREEMENT	
5) Old McHenry Road and Prairie Wind Road	Effective date OF THIS AGREEMENT	
6) Old McHenry Road and Country Lane	Effective date OF THIS AGREEMENT	
7) Old McHenry Road and Robert Parker Coffin Road	Effective date OF THIS AGREEMENT	
8) Old McHenry Road and Fairview Lane	Effective date OF THIS AGREEMENT	
9) Gilmer Road and Cobblestone Lane	Effective date OF THIS AGREEMENT	
10) Gilmer Road and Wildlife Way	Effective date OF THIS AGREEMENT	
11) Gilmer Road and Farmwood Drive (N)	Effective date OF THIS AGREEMENT	
12) Gilmer Road and Farmwood Drive (S)	Effective date OF THIS AGREEMENT	
13) Gilmer Road and Preserve Parkway	Effective date OF THIS AGREEMENT	
14) Diamond Lake Road and Pine Tree Drive	Effective date OF THIS AGREEMENT	
15) Diamond Lake Road and Saddle Ridge Lane	Effective date OF THIS AGREEMENT	
16) Diamond Lake Road and Stockbridge Lane	Effective date OF THIS AGREEMENT	
17) Diamond Lake Road and Windham Lane	Effective date OF THIS AGREEMENT	
18) Diamond Lake Road and Indian Lane	Effective date OF THIS AGREEMENT	