

Ordinance

JPS-O-0064-21

ENABLING ORDINANCE  
HINSDALE LAKE TERRACE / AVANATH REALTY INC.  
FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with Hinsdale Lake Terrace / Avanath Realty Inc., for the regulation of traffic on the roadways of; and

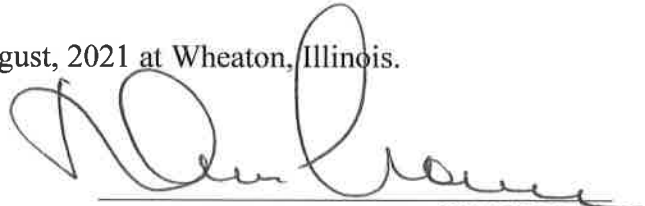
WHEREAS, the Hinsdale Lake Terrace / Avanath Realty Inc. has requested that the County enforce the Illinois traffic laws on the subdivision roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the subdivision roadways, and that all subdivision roadways shall be considered "highways" for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and

BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to the President of the Hinsdale Lake Terrace / Avanath Realty Inc., the Auditor, the Treasurer, the Finance Department, the Sheriff's Office, the State's Attorney's Office, and the County Board Office.

Enacted and approved this 10th day of August, 2021 at Wheaton, Illinois.

  
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest:   
JEAN KACZMAREK, COUNTY CLERK

AYES 17  
NAYS 0  
ABSENT 1

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND HINSDALE LAKE  
TERRACE / AVANATH REALTY INC. FOR TRAFFIC CONTROL IN  
RESIDENTIAL SUBDIVISION**

**This agreement** (hereinafter "AGREEMENT") is made and entered into this 10<sup>th</sup> day of August, 2021, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf of the Sheriff of DuPage County (hereinafter "SHERIFF") and HINSDALE LAKE TERRACE / AVANATH REALTY INC. (hereinafter "HINSDALE LAKE TERRACE").

**WHEREAS**, HINSDALE LAKE TERRACE desires that the vehicles and traffic on the roadways and within the boundaries of HINSDALE LAKE TERRACE be regulated by the SHERIFF, and;

**WHEREAS**, the COUNTY and HINSDALE LAKE TERRACE have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCS 5/11-209) (hereinafter "the ACT"):

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The maximum speed limit for any vehicle on the roadways and within the boundaries of HINSDALE LAKE TERRACE shall not exceed the posted speed limit.
2. Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic on the roadways and within the boundaries of HINSDALE LAKE TERRACE. HINSDALE LAKE TERRACE shall be responsible for the payment for the provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with HINSDALE LAKE TERRACE. The SHERIFF, or his designee, after consultation with HINSDALE LAKE TERRACE shall thereafter determine the proper placement of all signs and other markings.
3. The stopping, standing or parking of any motor vehicle on the roadways and within the boundaries of HINSDALE LAKE TERRACE shall be prohibited where posted.
4. The costs of maintaining all signs and other markings on the roadways and within the boundaries of HINSDALE LAKE TERRACE shall be borne by HINSDALE LAKE TERRACE. HINSDALE LAKE TERRACE may maintain all signs and other markings on the roadways and within the boundaries of HINSDALE LAKE TERRACE with the SHERIFF'S approval and under the SHERIFF'S supervision.
5. The SHERIFF shall enforce regulations regarding traffic on the roadways and within the boundaries of HINSDALE LAKE TERRACE as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625 ILCS 5/*et seq.*; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF'S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the roadways and within the boundaries of HINSDALE LAKE TERRACE or to devote any personnel to patrol the roadways and within the boundaries of HINSDALE LAKE TERRACE exclusively.

6. This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the AGREEMENT'S recording, pursuant to 625 ILCS 5/11-209(c).

7. This AGREEMENT shall terminate four (4) years from the date of execution unless otherwise terminated as set forth below.

8. This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all other parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following written notification, the SHERIFF shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. GENERAL TERMS.

- a. Preambles and Exhibits. The preambles and any exhibits to this AGREEMENT are hereby incorporated as if set forth fully herein.
- b. Relationship of the Parties. Nothing in this AGREEMENT shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this AGREEMENT shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the COUNTY, the SHERIFF and HINSDALE LAKE TERRACE. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This AGREEMENT is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- c. Entire Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This AGREEMENT may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- d. Provisions Severable. In the event any provision of this AGREEMENT or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this AGREEMENT, with such provision severed, shall continue in full force and effect as to all other provisions.
- e. No Assignment and Successors. No party may assign any rights or duties under this AGREEMENT without the prior express written consent of the other party. This AGREEMENT shall be binding upon the successors of the parties' respective governing boards.

- f. Compliance with All Laws. The COUNTY, the SHERIFF and HINSDALE LAKE TERRACE shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this AGREEMENT.
- g. Governing Law. This AGREEMENT shall be governed by the laws of the State of Illinois.
- h. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same AGREEMENT.
- i. Effective Date. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

**IN WITNESS WHEREOF**, the COUNTY, the SHERIFF and HINSDALE LAKE TERRACE have caused this AGREEMENT to be executed on their behalf and attested to by their duly authorized officers, all on the day and year herein set forth.

DATED this 29th day of January, 2021.  
10th August

COUNTY OF DUPAGE

HINSDALE LAKE TERRACE /  
AVANATH REALTY INC.

By: [Signature]  
DuPage County Sheriff

By: [Signature]  
Property Manager

Date: 7/12/21

Date: 1/29/21

By: [Signature]  
DuPage County Board Chairman

Date: 8/10/21

ATTEST:

ATTEST:

By: [Signature]  
County Clerk

By: \_\_\_\_\_