

York House Road at McAree Road, Traffic Control Signals:
 City of Waukegan Agreement

Accounts Payable (1) cert.
 Transportation (2) cert.

STATE OF ILLINOIS)
)
 COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
 ADJOURNED REGULAR SEPTEMBER, A.D. 2006 SESSION
 MARCH 13, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial and Administrative Committee present herewith a joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement between Lake County and the City of Waukegan for the maintenance of the traffic control signals and equipment to be installed at the intersection of York House Road (County Highway 65) and McAree Road.

WE RECOMMEND adoption of this Joint Resolution.

	Aye	Nay		Aye	Nay
<u>Ann O'Kelly</u> ✓			<u>John P. Kelly</u> ✗		
Chair			Chair		
<u>David E. Cook</u> ✓			<u>Ann Marie A. ...</u> ✓		
Vice-Chair			Vice-Chair		
<u>B. Harkin</u> ✓			<u>James J. ...</u> ✓		
<u>Michael J. ...</u> ✓			<u>William ...</u> ✗		
<u>Verese ...</u> ✓			<u>Ann O'Kelly</u> ✓		
			<u>Cecil ...</u> ✓		

Public Works and Transportation Committee

Financial and Administrative Committee

R E S O L U T I O N

WHEREAS, York House Road (*County Highway 65*) is a designated route on the county highway system; and

WHEREAS, the free flow of traffic at the intersection of York House Road and McAree Road is beneficial to the safety and welfare of Lake County and the City of Waukegan; and

WHEREAS, Lake County by and through its Division of Transportation proposes to install permanent traffic control signals at said intersection; and

WHEREAS, Lake County and the City of Waukegan are desirous of entering into an agreement for the maintenance of the proposed traffic control signals at the intersection of York House Road and McAree Road, a draft copy of which is attached hereto setting forth the terms and obligations to each entity.

NOW, THEREFORE BE IT RESOLVED, by this County Board of Lake County, that the Chair of the Lake County Board, the County Clerk, and the County Engineer of Lake County, be authorized, and they are hereby directed to execute an agreement pertaining to the maintenance of the above-said traffic control signals.

Dated at Waukegan, Illinois
this 13th day of May 2007

Local Agency City of Waukegan	County of Lake, Illinois Intergovernmental Agreement for County Participation	Intersection Improvements County Section No. 06-000143-10-TL
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THIS AGREEMENT is made and entered into this _____ day of _____, A.D. 20____ by and 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 above named Local Agency, an Illinois Municipal Corporation, a division of an Illinois Municipal Corporation or a Political Subdivision organized and existing under the laws of the State of Illinois, acting by and through its Corporate Authorities, hereinafter referred to as the LA.

Project Location

County Highway(s) York House Road (County Highway 65)
Project Limits Intersection of York House Road and McAree Road

Project Description

The Project (also referred to as County Section 06-000143-10-TL) consists of the following: the installation of traffic control signals and equipment with interconnect, including emergency vehicle pre-emption system (EVPS) apparatus and equipment, with combination poles for streetlights (hereinafter referred to as TRAFFIC SIGNALS) at the intersection of York House Road and McAree Road, hereinafter referred to as THE INTERSECTION. The Project may also include the modification of the existing turning radii at the INTERSECTION all other work necessary to complete the improvements in accordance with the approved plans and specifications. Said approved plans and specifications by reference herein are hereby made a part hereof.

Division of Cost

Type of Work	County	%	LA	%	Total
TRAFFIC SIGNALS					
Construction (1)	\$ 254,229	100%	\$ -	0%	\$ 254,229
Energy		0%		100%	
Maintenance		0%		100%	
Future Costs		50%		50%	
Design Engineering (7%)	\$ 21,441		\$ -		\$ 21,441
Construction Engineering (10%)	\$ 30,630		\$ -		\$ 30,630
Totals	\$ 306,300		\$ -		\$ 306,300

Note: (1) The above costs represent an estimate of probable cost and are subject to change. Energy, maintenance and future costs are expressed as percentages only.

AGREEMENT PROVISIONS

A. THE LOCAL AGENCY AGREES:

- 1 To reimburse the COUNTY for one-hundred percent (100%) of its obligation incurred under THIS AGREEMENT for the maintenance and repair of said TRAFFIC SIGNALS at the INTERSECTION.
- 2 That the COUNTY's electrical maintenance contractor, as well as any maintenance prices, may change at any time without prior to written notice to the LA.
- 3 To pay one-hundred percent (100%) of all energy costs required for the operation of the TRAFFIC SIGNALS. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said TRAFFIC SIGNALS.

DRAFT

- 4 That by executing THIS AGREEMENT, the LA concurs in the award of the electrical maintenance contract by the COUNTY in accordance with the standard policies and procedures as adopted and used by the COUNTY.
- 5 That any payments due to the COUNTY in accordance with the provisions of THIS AGREEMENT shall be made in a lump sum amount for the full amount of any invoice billings within thirty (30) days of the receipt of invoice billings from the COUNTY.
- 6 To monitor the operation of the EVPS, and, if any portion of the EVPS is not functioning as designed and/or as intended, it is the responsibility of the LA to make prompt notification to the COUNTY of the deficient condition of said EVPS.
- 7 To grant to the COUNTY the necessary right-of-entry onto LA-owned property to construct the Project at the INTERSECTION, in accordance with said approved plans and specifications.
- 8 That upon satisfactory completion of the TRAFFIC SIGNALS and acceptance of the TRAFFIC SIGNALS by the COUNTY's County Engineer, said TRAFFIC SIGNALS shall become the sole and exclusive property of the COUNTY.

The LA further agrees that the COUNTY shall have the sole and exclusive right to control, operate, and regulate the sequence and all other aspects of the timing of the TRAFFIC SIGNALS inclusive of the EVPS at the INTERSECTION.

- 9 That from time to time said TRAFFIC SIGNALS shall require modernization, improvement, revision, replacement, or upgrading (hereinafter referred to as FUTURE COSTS).

The LA further agrees that, pursuant to THIS AGREEMENT, the LA shall reimburse the COUNTY for fifty percent (50%) of all FUTURE COSTS relating to the TRAFFIC SIGNALS at the INTERSECTION, with each agency's respective cost-sharing proportion calculated in proportion to the number of approaches of the INTERSECTION over which each respective agency has jurisdiction.

B. THE COUNTY AGREES:

- 1 To prepare, or cause to be prepared, all necessary surveys, design plans and specifications, receive bids and award the construction contract, furnish construction supervision during construction and cause said TRAFFIC SIGNALS to be installed at the INTERSECTION, in accordance with the approved plans, specifications and construction contract. Said approved plans, specifications and construction contract by reference herein are hereby made a part hereof.
- 2 To pay one-hundred percent (100%) of the installation costs of the TRAFFIC SIGNALS at the INTERSECTION, with no reimbursement from the LA.
- 3 To maintain, or cause to be maintained, the TRAFFIC SIGNALS, subject to reimbursement by the LA in accordance with the cost-sharing percentages contained in THIS AGREEMENT.
- 4 To consult with the LA in response to requests for information from the LA regarding sequencing and all other aspects of phasing and timing of the TRAFFIC SIGNALS at the INTERSECTION.

C. IT IS MUTUALLY AGREED:

- 1 By and between the Parties hereto 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 execute THIS AGREEMENT affix their signatures.
- 2 By and between the Parties hereto 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, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.

- 3 By and between the Parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship or co-Partners between the Parties hereto, or as constituting the COUNTY (including its elected officials, duly appointed officials, officers, employees and agents) the agent, representative or employee of the LA for any purpose, or in any manner, whatsoever. The COUNTY is to be and shall remain independent of the LA with respect to all services performed under THIS AGREEMENT.
- 4 By and between the Parties hereto that each Party to THIS AGREEMENT 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 government, commission, board, bureau, agency or instrumentality applicable to such Party.
- 5 By and between the Parties hereto 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.
- 6 By and between the Parties hereto 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, such decision shall not affect the remaining portions of THIS AGREEMENT.
- 7 By and between the Parties hereto that THIS AGREEMENT contains the entire agreement of the Parties and supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof.
- 8 By and between the Parties hereto that 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.
- 9 By and between the Parties hereto that THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
- 10 By and between the Parties hereto that THIS AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. The LA shall not 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 COUNTY.

11 By and between the Parties hereto that THIS AGREEMENT shall remain in full force and effect for such a period of time as the TRAFFIC SIGNALS remain in place and in use.

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

Local Agency		County of Lake	
By: <u>Richard H. Hyde</u>	By: _____	Chair, Lake County Board	
Title: <u>Mayor</u>			
Date: <u>1-5-07</u>	Date: _____		
Attest: <u>Wayne Mollen</u>	Attest: _____	Clerk, Lake County	
Title: <u>CITY CLERK</u>			
		Recommended for Execution	
		_____ Director of Transportation / County Engineer	