



## RESOLUTION

**WHEREAS**, absent a grade separation of railways and highways the “Swift Rail Development Act” of 1994, directed the Federal Railroad Administration to issue a rule mandating the sounding of train horns at all public highway-rail crossings; and

**WHEREAS**, said rule includes provisions for certain supplemental safety measures that may be employed to avoid the mandated sounding of train horns at highway-rail crossings thereby creating “Quiet Zones”; and

**WHEREAS**, this County Board of Lake County, Illinois, by prior resolutions at its meeting of March 14, 2006 authorized the execution of an intergovernmental agreement among Lake County and the Village of Antioch, the Village of Lake Villa, the Village of Round Lake Beach, the Village of Grayslake, the Village of Libertyville, the Village of Mundelein, the Village of Vernon Hills, the Village of Buffalo Grove, and the Village of Wheeling for study of the effectiveness of a quiet zone at the highway-rail crossings of the Canadian National Railroad; and

**WHEREAS**, as a result of the above-said study, the parties to the above-stated agreement have determined that it would be desirable to pursue a cooperative quiet zone corridor as a cost effective and acceptable alternative to the mandatory sounding of train horns; and

**WHEREAS**, the parties to the above-said agreement are desirous of entering into an additional agreement establishing and maintaining a quiet zone corridor along the Canadian National Railroad right-of-way, a draft copy of which is attached hereto .

**NOW, THEREFORE BE IT RESOLVED** that the Chair of the County Board, the County Clerk and the County Engineer of Lake County are authorized and they are directed to execute an agreement pertaining to the financing to the above-named improvement. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

**BE IT FURTHER RESOLVED** that there is hereby appropriated \$25,000.00 of Matching Tax funds for the county's cost for the removal of the existing wayside horns at Winchester Road (*County Highway 69*) and Peterson Road (*County Highway 20*) at the Canadian National Railroad right-of-way as required by the aforesaid agreement and designated as Section 06-00000-11-RR.

Dated at Waukegan, Illinois  
this 14<sup>h</sup> day of August 2007

**Draft 7-31-07**

**INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE COUNTY OF LAKE AND THE VILLAGE OF ANTIOCH, THE VILLAGE OF LAKE VILLA, THE VILLAGE OF ROUND LAKE BEACH, THE VILLAGE OF GRAYSLAKE, THE VILLAGE OF LIBERTYVILLE, THE VILLAGE OF MUNDELEIN, THE VILLAGE OF VERNON HILLS, THE VILLAGE OF BUFFALO GROVE, AND THE VILLAGE OF WHEELING WITH RESPECT TO ESTABLISHING AND MAINTAINING A QUIET ZONE CORRIDOR ALONG THE CANADIAN NATIONAL RAILROAD RIGHT-OF-WAY**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, between and among the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chairman and County Board, hereinafter referred to as the COUNTY, the VILLAGE OF ANTIOCH, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as ANTIOCH, the VILLAGE OF LAKE VILLA, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as LAKE VILLA, the VILLAGE OF ROUND LAKE BEACH, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as ROUND LAKE BEACH, the VILLAGE OF GRAYSLAKE, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as GRAYSLAKE, the VILLAGE OF LIBERTYVILLE, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as LIBERTYVILLE, the VILLAGE OF MUNDELEIN, an Illinois Home Rule Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as MUNDELEIN, the VILLAGE OF VERNON HILLS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as VERNON HILLS, the VILLAGE OF BUFFALO GROVE, an Illinois Home Rule Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BUFFALO GROVE, the VILLAGE OF WHEELING, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as WHEELING. The COUNTY, ANTIOCH, LAKE VILLA, ROUND LAKE BEACH, GRAYSLAKE, LIBERTYVILLE, MUNDELEIN, VERNON HILLS, BUFFALO GROVE, and WHEELING are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties". The CANADIAN NATIONAL RAILROAD right-of-way is sometimes hereinafter referred to as the "Corridor".

**WITNESSETH**

WHEREAS, the Swift Rail Development Act of 1994, (Public Law No. 103-440) hereinafter referred to as the "Act", directed the Federal Railroad Administration, hereinafter referred to as the FRA, to issue a rule, hereinafter referred to as the "Final Rule" (70 Federal

Register 21844 published April 27, 2005), mandating the sounding of train horns at all public highway-rail crossings; and

WHEREAS, said Final Rule amended Title 49 of the Code of Federal Regulations, Chapter II – Federal Railroad Administration, Department of Transportation, hereinafter referred to as Chapter II, for the creation of quiet zone corridors through the use of supplementary and/or alternative safety measures to avoid the mandated sounding of train horns at highway-rail crossings; and

WHEREAS, the Corridor consists of all at-grade crossings along the Canadian National Railroad right-of-way from the Wisconsin border to, but not through, the Village of Prospect Heights, Illinois, which include all of the Parties to this Agreement; and

WHEREAS, the sounding of train horns has a negative impact on the quality of life of the residents within communities along the Canadian National Railroad right-of-way; and

WHEREAS, the Parties determined that it would be desirable to pursue a cooperative quiet zone corridor (the “Quiet Zone Corridor”) as a cost effective and acceptable alternative to the mandatory sounding of the train horns and/or the installation of supplemental and/or alternative safety measures included in Chapter II; and

WHEREAS, several years ago, Mundelein caused a pilot automated horn system (the “Automated Horn System”) to be installed at the following nine grade crossings in or near Mundelein: Butterfield Road, Illinois Rte. 60, Allanson Road, Hawley Street, Park Street, Maple Street (Ill. Rte. 176), Dunbar Road, Winchester Road and Peterson Road; and

WHEREAS, the Illinois Commerce Commission found the Automated Horn System to operate at the above nine grade crossings in a satisfactory manner and entered a final order on October 19, 2005 in Docket T01-0029 which provides, among other things, that so long as the Automated Horn System is operational, it will be not necessary for train crews to sound train horn warnings while passing through Mundelein unless they perceive an imminent emergency at any of the above crossings; and

WHEREAS, the Parties entered into an Intergovernmental Agreement, effective April 17, 2006 which provides, among other things, for them to share the cost of a study to be done by Lower Cost Solutions in accordance with a proposal, dated January 19, 2006; and

WHEREAS, Lower Cost Solutions performed the study and prepared a report for the Parties recommending that they consider taking the following action to qualify for a Quiet Zone Corridor:

- (1) The automated horns be removed from the grade crossings at Winchester Road and Peterson Road in unincorporated Lake County, Illinois; and
- (2) A median strip be installed at the Lake Street grade crossing in Grayslake, Illinois; and

WHEREAS, the County is willing, at its expense, to cause the automated horns to be deactivated and ultimately removed from the grade crossings at Winchester Road and Peterson Road and Mundelein is willing to consent to such removal provided that all of the equipment removed shall be delivered to Mundelein for storage and safe keeping subject to such orders of the Illinois Commerce Commission as may be applicable to the future use of such equipment; and

WHEREAS, Grayslake is willing, at its expense, to install the median strip at the Lake Street grade crossing; and

WHEREAS, upon completion of the above described work, a Notice of Establishment of a New Quiet Zone for the Quiet Zone Corridor will be distributed to all concerned Parties, plus the FRA, the Illinois Department of Transportation, the Canadian National Railway, and Metra (NIRC), in accordance with Section 222.9(a)(3) of 49CFR Chapter II; and

WHEREAS, Section 222.47 of 49CFR Chapter II provides for periodic updates of quiet zones; and

WHEREAS, all of the Parties to this Agreement understand that they will remain mutually obligated to the other Parties, individually and collectively, to undertake the process of conducting periodic updates of the Quiet Zone Corridor in accordance with Section 222.47(b) of 49 CFR Chapter II; and

WHEREAS, provisions of Section 222.51 of 49CFR Chapter II provide for circumstances under which the authorization and approval to establish and maintain a quiet zone corridor may be withdrawn by the FRA, after sufficient notice, with such withdrawal again requiring the mandatory sounding of train horns at all grade crossings; and

WHEREAS, if such withdrawal should occur and it results in the mandatory sounding of train horns within the Quiet Zone Corridor, installation of approved safety measures/supplemental safety measures as approved within 49CFR Chapter II may be made by the affected Party/Parties to re-qualify the Quiet Zone Corridor in accordance with the FRA rule; and

WHEREAS, all of the Parties to this Agreement understand that while it is their intention to remain mutually obligated to each other, individually and collectively, to undertake those actions necessary to maintain the continued existence of the Quiet Zone Corridor, it may be cost prohibitive or in some other way not in their best interest to do so; and

WHEREAS, all of the Parties to this Agreement understand that, if the quiet zone designation is withdrawn by the FRA or if the quiet zone fails to be recertified or re-qualified by the FRA, any Party may choose to withdraw from this Agreement in the sole discretion of such Party; and

WHEREAS, all of the Parties to this Agreement understand that, if any Party decides to withdraw from this Agreement, such withdrawing Party shall be permitted to apply for an alternate quiet zone corridor, individually, or in combination with any other Party or jurisdiction; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract, exercise, combine, or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act of 1973 (5 ILCS, 220/1 et seq.) authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all applicable statutes, local ordinances, and authority, the Parties hereto do hereby mutually agree as follows:

1. The foregoing preambles are hereby incorporated herein as though fully set forth.
2. One of the Parties to this Agreement shall be designated as the Quiet Zone Administrator and shall, as such, be responsible for complying with the quiet zone recertification requirements in accordance with Section 222.47 of 49CFR Chapter II. It is understood that the recertification process may require the services of a consultant. The Administrator shall allocate the consultant's costs in connection with such recertification equally among the parties. If the FRA fails to recertify the Quiet Zone Corridor as a designated quiet zone, any Party may withdraw from this Agreement if, in its sole discretion, such withdrawing Party deems it to be in their best interest to do so.
3. If a railroad crossing safety improvement is modified at any intersection within the Quiet Zone Corridor by any Party to this Agreement, the roadway authority, or any other authorized agency, the Quiet Zone Corridor may be required to be re-qualified and re-established as a designated quiet zone by the FRA. In such event, the Quiet Zone Administrator shall oversee the process of re-qualifying and re-establishing the Quiet Zone and shall allocate any consultant's costs of re-qualification and re-establishment equally among the Parties. The cost of any safety improvements shall not be allocated among the Parties without their express written consent and permission. If the FRA fails to re-qualify and re-establish the Quiet Zone Corridor as a designated quiet zone, any Party may withdraw from this Agreement if, in its sole discretion, such withdrawing Party deems it to be in its best interest to do so.
4. It is the obligation of each party to this Agreement to notify the Quiet Zone Administrator upon the commencement of any railroad crossing safety improvement modification at

- any railroad crossing within its jurisdiction so that the Quiet Zone Administrator can notify the FRA of the modification.
5. If the FRA withdraws the quiet zone designation for the Quiet Zone Corridor for any reason, any Party may withdraw from this Agreement if, in its sole discretion, such withdrawing Party deems it to be in its best interest to do so.
  6. Any Party that withdraws from this Agreement shall be permitted to take any action with respect to the certification of an alternate designated quiet zone for their community on their own or in combination with any other Party or jurisdiction.
  7. Each Party warrants and represents to each of the other Parties and agrees that (a) this Agreement is executed by duly authorized officials or agents of such Party and that all such officials and agents have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (b) this Agreement is binding and valid and will be specifically enforceable against each Party; and, (c) 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.
  8. This Agreement shall be deemed to take effect as of the date on which the duly authorized officials or agents of the last of the Parties hereto to execute this Agreement affix their signatures hereto.
  9. This Agreement shall be enforceable in any court of competent jurisdiction 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.
  10. The provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase or word in 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.
  11. The entire agreement of the Parties hereto is contained herein and this Agreement supersedes all oral agreements and negotiations between the Parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties hereto relating to the subject matter hereof.
  12. 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.

13. This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this Agreement.
14. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. No Party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its rights, duties, obligations and/or responsibilities as heretofore set forth in this Agreement without first obtaining the express written consent and permission of the other Parties to this Agreement.
15. 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 among the Parties hereto for any purpose or in any manner, whatsoever. The Parties are to be and shall remain independent of each other with respect to all matters provided in this Agreement.

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Buffalo Grove

VILLAGE OF BUFFALO GROVE

By: \_\_\_\_\_  
Village President  
Village of Buffalo Grove

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Antioch

VILLAGE OF ANTIOCH

By: \_\_\_\_\_  
Village President  
Village of Antioch

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Lake Villa

VILLAGE OF LAKE VILLA

By: \_\_\_\_\_  
Village President  
Village of Lake Villa

Date: \_\_\_\_\_

VILLAGE OF ROUND LAKE BEACH

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Round Lake Beach

By: \_\_\_\_\_  
Village President  
Village of Round Lake Beach

Date: \_\_\_\_\_

VILLAGE OF GRAYSLAKE

ATTEST:

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village President  
Village of Grayslake

Date: \_\_\_\_\_

VILLAGE OF LIBERTYVILLE

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Libertyville

By: \_\_\_\_\_  
Village President  
Village of Libertyville

Date: \_\_\_\_\_

VILLAGE OF MUNDELEIN

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Mundelein

By: \_\_\_\_\_  
Village President  
Village of Mundelein

Date: \_\_\_\_\_

VILLAGE OF VERNON HILLS

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Vernon Hills

By: \_\_\_\_\_  
Village President  
Village of Vernon Hills

Date: \_\_\_\_\_

VILLAGE OF WHEELING

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Wheeling

By: \_\_\_\_\_  
Village President  
Village of Wheeling

Date: \_\_\_\_\_

RECOMMENDED FOR EXECUTION

\_\_\_\_\_  
Lake County  
County Engineer/Director of Transportation

COUNTY OF LAKE

ATTEST:

\_\_\_\_\_  
Clerk  
Lake County

By: \_\_\_\_\_  
Chairman  
Lake County Board

Date: \_\_\_\_\_