

COPY

**MASTER AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF GURNEE
FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS
ASSOCIATED WITH COUNTY-OWNED TRAFFIC CONTROL SIGNAL DEVICES**

THIS MASTER AGREEMENT is 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 VILLAGE OF GURNEE, an Illinois Municipal Corporation, acting by and through its Mayor and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as "parties" to THIS MASTER AGREEMENT, and either one is referred to individually as a "party" to THIS MASTER AGREEMENT.

WITNESSETH

WHEREAS, THIS MASTER AGREEMENT defines responsibilities for the energy, maintenance and future costs of the traffic control signal devices with equipment, which may or may not contain street lights, emergency vehicle pre-emption system(s) (EVPS) and Lake County PASSAGE, which is the County's system of interconnected traffic signals, cameras and network equipment (hereinafter TRAFFIC SIGNALS) for the COUNTY-owned TRAFFIC SIGNALS (hereinafter COUNTY SIGNALS) located at intersections as listed in EXHIBIT A of THIS MASTER AGREEMENT; and,

WHEREAS, THIS MASTER AGREEMENT hereby terminates any and all prior agreements between the COUNTY and the VILLAGE relating to the subject matter hereof (hereinafter PRIOR AGREEMENTS). Said PRIOR AGREEMENTS include, but are not limited to: the MASTER AGREEMENT regarding the maintenance costs, construction installation costs and future costs associated with EVPS (executed March 1, 2003), the traffic signal maintenance agreement covering multiple traffic signal locations along Delany Road (County Highway 22) (executed May 15, 2000) and the individual traffic signal maintenance agreements for the intersections of: (1) Almond Road (County Highway 81) at Julie Lane/Warren Township High School Entrance (executed May 8, 2001), (2) Almond Road (County Highway 81) at Woodland Middle School Entrance (executed December 12, 2003), (3) Dilleys Road (County Highway 15) at Pinewood Avenue/Nations Drive (executed January 12, 1999), (4) Hunt Club Road (County Highway 29) at Dada Drive (executed May 9, 1995), (5) Hunt Club Road (County Highway 29) at Gages Lake Road (County Highway 34) (executed March 10, 1999), (6) Hunt Club Road (County Highway 29) at Orchard Valley Drive (executed June 14, 2002), (7) Hunt Club Road (County Highway 29) at Westbrook Lane (executed February 12, 1991), (8) Stearns School Road (County Highway 74) at Dilleys Road (County Highway 15) (executed July 14, 1992), (9) Stearns School Road (County Highway 74) at Hunt Club Road (County Highway 29) (executed October 14, 1992), (10) Washington Street (County Highway 45) at Cemetery Road (executed August 1, 1994) and (11) Washington Street (County Highway 45)

DRAFT

at Tri-State Parkway (executed September 21, 2004);

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, the COUNTY and the VILLAGE do hereby enter into the following:

SECTION I.

Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the "headings" as contained in THIS MASTER AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS MASTER AGREEMENT shall control.

SECTION II.

Energy Costs, Maintenance Costs and Future Costs for COUNTY SIGNALS

1. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT hereby terminates any and all prior agreements between the COUNTY and the VILLAGE relating to the subject matter hereof (hereinafter PRIOR AGREEMENTS). Said PRIOR AGREEMENTS include, but are not limited to: the MASTER AGREEMENT regarding the maintenance costs, construction installation costs and future costs associated with EVPS (executed March 1, 2003), the traffic signal maintenance agreement covering multiple traffic signal locations along Delany Road (County Highway 22) (executed May 15, 2000) and the individual traffic signal maintenance agreements for the intersections of: (1) Almond Road (County Highway 81) at Julie Lane/Warren Township High School Entrance (executed May 8, 2001), (2) Almond Road (County Highway 81) at Woodland Middle School Entrance (executed December 12, 2003), (3) Dilleys Road (County Highway 15) at Pinewood Avenue/Nations Drive (executed January 12, 1999), (4) Hunt Club Road (County Highway 29) at Dada Drive (executed May 9, 1995), (5) Hunt Club Road (County Highway 29) at Gages Lake Road (County Highway 34) (executed March 10, 1999), (6) Hunt Club Road (County Highway 29) at Orchard Valley Drive (executed June 14, 2002), (7) Hunt Club Road (County Highway 29) at Westbrook Lane (executed February 12, 1991), (8) Stearns School Road (County Highway 74) at Dilleys Road (County Highway 15) (executed July 14, 1992), (9) Stearns School Road (County Highway 74) at Hunt Club Road (County Highway 29) (executed October 14, 1992), (10) Washington Street

(County Highway 45) at Cemetery Road (executed August 1, 1994) and (11) Washington Street (County Highway 45) at Tri-State Parkway (executed September 21, 2004).

2. The VILLAGE agrees to pay one-hundred percent (100%) of all energy costs required for the operation of all COUNTY SIGNALS located at any of the intersections as listed in the attached EXHIBIT A, except as otherwise noted. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said COUNTY SIGNALS.
3. It is mutually agreed by and between the parties hereto that MAINTENANCE, as it applies to any of the COUNTY SIGNALS located at any of the intersections as listed in the attached EXHIBIT A shall be understood to mean that as defined under the COUNTY's then current Traffic Signal Maintenance Contract, which, by reference herein, is hereby made a part hereof.
4. The COUNTY agrees to perform MAINTENANCE for the COUNTY SIGNALS with reimbursement from the VILLAGE per the cost-sharing schedule detailed in the attached EXHIBIT A.
5. It is mutually agreed by and between the parties hereto that from time to time that the COUNTY SIGNALS may require modernization, improvement, revision, replacement, major repairs, upgrading, and/or interconnection with Lake County PASSAGE, hereinafter referred to as FUTURE WORK, having associated FUTURE COSTS.
6. The VILLAGE agrees to reimburse the COUNTY for all FUTURE COSTS of said FUTURE WORK performed by the COUNTY per the cost-sharing schedule detailed in the attached EXHIBIT A.
7. It is mutually agreed by and between the parties hereto that EXHIBIT A of THIS MASTER AGREEMENT may be amended by letter of concurrence signed by both parties to add or delete intersections with TRAFFIC SIGNALS. Said additions or deletions may result in changes to the respective cost-sharing responsibilities of the parties hereto, as these relate to maintenance costs and FUTURE COSTS and will be reflected in said EXHIBIT A. The COUNTY's County Engineer (hereinafter the COUNTY ENGINEER) shall act on behalf of the COUNTY as said actions relate to changes to EXHIBIT A, and the chief elected official shall act on behalf of the VILLAGE as said actions relate to changes to EXHIBIT A.
8. The VILLAGE agrees that, by executing THIS MASTER AGREEMENT, the VILLAGE concurs in the COUNTY award of the COUNTY's traffic signal maintenance contract in accordance with the standard policies and procedures as adopted and used by the COUNTY.

The VILLAGE further agrees that the COUNTY's electrical maintenance contractor, as well as

any maintenance prices, may change at any time without prior written notice to the VILLAGE.

9. The VILLAGE shall monitor the operation of the EVPS located at all of the intersections listed in the attached EXHIBIT A, and, if any portion of the EVPS is not functioning as designed or as intended for the VILLAGE, it is the responsibility of the VILLAGE to make prompt notification to the COUNTY of the operational problems of said EVPS.
10. The VILLAGE agrees that the COUNTY shall have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of all COUNTY SIGNALS.

SECTION III. General Provisions

1. It is mutually agreed by and between the parties hereto that payments due to the COUNTY by the VILLAGE in accordance with the provisions of THIS MASTER 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.
2. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, manage, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that nothing contained in THIS MASTER 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. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS MASTER AGREEMENT.
4. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that (1) THIS MASTER 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 MASTER AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS MASTER 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.

5. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be deemed to take effect on **September 1, 2008**, provided the duly authorized agents of the Parties hereto duly execute THIS MASTER AGREEMENT by affixing their signatures prior to September 1, 2008. In the event the date that the last authorized agent of the Parties hereto affix their signature to THIS MASTER AGREEMENT is subsequent to September 1, 2008, the effective date of THIS MASTER AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the Parties hereto affixes their signature.
6. It is mutually agreed by and between the parties hereto that THIS MASTER 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.
7. It is mutually agreed by and between the parties hereto that the provisions of THIS MASTER AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS MASTER 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 MASTER AGREEMENT.
8. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS MASTER AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by THIS MASTER AGREEMENT.
9. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS MASTER AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
10. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
11. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS MASTER AGREEMENT.

12. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall remain in full force and effect for such a period of time as any of the COUNTY SIGNALS located at any of the intersections listed in the attached EXHIBIT A remain in place, in use and in operation.

ATTEST:

Amy Huns
Village Clerk

VILLAGE OF GURNEE

By: *Frank J. Kravitz*
Mayor
Date: *9/8/08*

RECOMMENDED FOR EXECUTION

Martin G. Buehler, P.E.
Director of Transportation / County Engineer
Lake County

ATTEST:

County Clerk
Lake County

COUNTY OF LAKE

By: _____
Chair
Lake County Board
Date: _____

EXHIBIT A DIVISION OF COSTS

Intersection	Effective Date	MAINTENANCE COSTS		FUTURE COSTS		ENERGY
		VILLAGE %	COUNTY %	VILLAGE %	COUNTY %	
Almond Rd. (County Hwy. 81) at Julie Ln./Warren Twp. High School Entrance	9/1/2008	Warren Twp. H.S. Dist. 121	Warren Twp. H.S. Dist. 121	Warren Twp. H.S. Dist. 121	Warren Twp. H.S. Dist. 121	Warren Township High School Dist. 121
Almond Rd. (County Hwy. 81) at Woodland Middle School Entrance	9/1/2008	100	0	100	0	Gurnee
Delany Rd. (County Hwy. 22) at Grove Ave.	9/1/2008	50	50	50	50	Gurnee
Delany Rd. (County Hwy. 22) at Porett Dr.	9/1/2008	33.3	66.7	33.3	66.7	Gurnee
Delany Rd. (County Hwy. 22) at Ryan Rd.	9/1/2008	50	50	50	50	Gurnee
Delany Rd. (County Hwy. 22) at St. Paul Ave.	9/1/2008	50	50	50	50	Gurnee
Delany Rd. (County Hwy. 22) at Sunset Ave. (County Hwy. 46)	9/1/2008	0	100	0	100	Gurnee
Dilleys Rd. (County Hwy. 15) at Pinewood Ave./Nations Dr.	9/1/2008	50	50	50	50	Gurnee
Dilleys Rd. (County Hwy. 15) at Stearns School Rd. (County Hwy. 74)	9/1/2008	0	100	0	100	Gurnee
Gages Lake Rd. (County Hwy. 34) at Almond Rd. (County Hwy. 81)	9/1/2008	0	100	0	100	Gurnee
Gages Lake Rd. (County Hwy. 34) at Hunt Club Rd. (County Hwy. 29)	9/1/2008	0	100	0	100	Gurnee
Hunt Club Rd. (County Hwy. 29) at Dada Dr.	9/1/2008	Edgemark Corp.		50	50	Gurnee
Hunt Club Rd. (County Hwy. 29) at Grand Hunt Dr.	9/1/2008	Edgemark Corp.		Edgemark Corp.		Edgemark Corp.
Hunt Club Rd. (County Hwy. 29) at Orchard Valley Dr.	9/1/2008	Gurnee Pk. Dist. ⁽¹⁾	50	Gurnee Pk. Dist. ⁽²⁾	50	Gurnee Park District ⁽³⁾
Hunt Club Rd. (County Hwy. 29) at Westbrook Ln.	9/1/2008	Edgemark Corp.		Edgemark Corp.		Edgemark Corp.
O'Plaine Rd. (County Hwy. 38) at Brookhaven Rd.	9/1/2008	50	50	50	50	100
Stearns School Rd. (County Hwy. 74) at Hunt Club Rd. (County Hwy. 29)	9/1/2008	0	100	0	100	Gurnee
Stearns School Rd. (County Hwy. 74) at North Creek Dr.	9/1/2008	Mills Corp.		Mills Corp.		Mills Corp.
Sunset Ave. (County Hwy. 46) at Delany Rd. (County Hwy. 22)	9/1/2008	0	100	0	100	Gurnee
Washington St. (County Hwy. 45) at Almond Rd. (County Hwy. 81)	9/1/2008	0	100	0	100	Gurnee
Washington St. (County Hwy. 45) at Cemetery Rd.	9/1/2008	50	50	50	50	Gurnee
Washington St. (County Hwy. 45) at Greenleaf St.	9/1/2008	25	75	25	75	Gurnee
Washington St. (County Hwy. 45) at Hunt Club Rd. (County Hwy. 29)	9/1/2008	0	100	0	100	Gurnee
Washington St. (County Hwy. 45) at Six Flags Dr.	9/1/2008	Six Flags		Six Flags		Six Flags
Washington St. (County Hwy. 45) at Tri-State Pkwy	9/1/2008	33	67	33	67	Gurnee
Washington St. (County Hwy. 45) at U.S. 41 East Ramp	9/1/2008	IDOT		IDOT		Gurnee
Washington St. (County Hwy. 45) at U.S. 41 West Ramp	9/1/2008	IDOT		IDOT		Gurnee

⁽¹⁾ Gurnee Park District, not the Village of Gurnee, is responsible for 50% of all maintenance costs.

⁽²⁾ Gurnee Park District, not the Village of Gurnee, is responsible for 50% of all FUTURE COSTS.

⁽³⁾ Gurnee Park District, not the Village of Gurnee, is responsible for 100% of energy costs.

COPY

VILLAGE OF GURNEE

2008- *666*

AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT TO SIGN A MASTER AGREEMENT WITH THE LAKE COUNTY DEPARTMENT OF TRANSPORTATION FOR ENERGY COSTS, MAINTENANCE COSTS, AND FUTURE COSTS ASSOCIATED WITH COUNTY-OWNED TRAFFIC CONTROL SIGNAL DEVICES

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF GURNEE, ILLINOIS

ON

SEPTEMBER 8, 2008

Published in pamphlet form by authority of the Village Board
of the Village of Gurnee, Lake County, Illinois,
this 9th day of September, 2008

KRISTINA KOVARIK President

ANDY HARRIS Clerk

BRYAN WINTER Attorney

JEANNE E. BALMES

GREG GARNER

MICHAEL JACOBS

DAVID OHANIAN

CHERYL G. ROSS

HANK SCHWARZ

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

2008- 666

AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT TO SIGN A MASTER AGREEMENT WITH THE LAKE COUNTY DEPARTMENT OF TRANSPORTATION FOR ENERGY COSTS, MAINTENANCE COSTS, AND FUTURE COSTS ASSOCIATED WITH COUNTY-OWNED TRAFFIC CONTROL SIGNAL DEVICES

WHEREAS, the Village of Gurnee and Lake County Department of Transportation wish to enter into a Master Agreement for energy costs, maintenance costs, and future costs associated with county-owned traffic control signal devices as described on the attached Master Agreement; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF GURNEE, LAKE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION I: That the terms of the attached Intergovernmental Agreement between the Lake County Department of Transportation and the Village of Gurnee is agreed to by the Village.

SECTION II: That a true copy of said Agreement is attached hereto and incorporated herein as if fully set forth in this Ordinance.

SECTION III: That the Village President is hereby authorized and directed to execute the attached Agreement on behalf of the Village and the Village Clerk is authorized and directed to attest to the signature of the Village President and affix the Corporate Seal of the Village to her attestation.

SECTION IV: Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action arising, acquired or existing under any act or ordinance or portion thereof hereby repealed or amended by this ordinance; nor shall any just or legal right, claim penalty or remedy or any character of the corporate authority existing on the effective date hereof be lost, impaired or affected by this Ordinance.

SECTION V: All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict, hereby repealed.

SECTION VI: If any provision, clause, sentence, paragraph, section, or part of this ordinance or application thereof to any person, firm, corporation, public agency or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporation, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, or circumstances involved. It is hereby declared to be the legislative intent of the corporate authorities that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

SECTION VII: That the Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form as provided by law.

SECTION VIII: That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed this 8th of September, 2008

	Ayes:	Nays:	Absent/Abstain:
Jeanne E. Balmes	X	_____	_____
Greg Garner	X	_____	_____
Michael Jacobs	X	_____	_____
David Ohanian	X	_____	_____
Cheryl G. Ross	X	_____	_____
Hank Schwarz	X	_____	_____

APPROVED:

By:

Kristina Kovarik Date: *9/8/08*
KRISTINA KOVARIK, Village President

ATTEST:

By:

Andy Harris
ANDY HARRIS, Village Clerk

Presented and read, or reading have been waived, at a duly convened meeting of the Corporate Authorities on the 8th of September 2008.

I hereby certify that the above ordinance was published in pamphlet form on the 9th of September, 2008, as provided by law.

Andy Harris
ANDY HARRIS, Village Clerk

