

ORDINANCE NO. 00-67

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH STATE OF ILLINOIS (IDOT)

WHEREAS, the Village of Chatham, Illinois ("Village") and State of Illinois, acting by and through its Department of Transportation ("Department"), are units of government of the State of Illinois; and


WHEREAS, intergovernmental agreements are expressly allowed by Article VII, @10 of the Illinois Constitution of 1970 and by Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

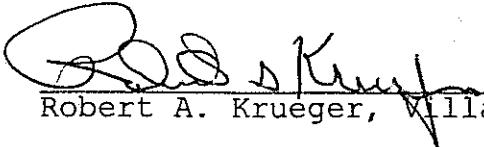
SECTION 1: the Intergovernmental Agreement attached hereto, marked as Exhibit "A", is hereby approved and the appropriate officers are hereby authorized to execute said agreement.

SECTION 2: this Ordinance is effective upon its passage and approval as provided by law.

PASSED THIS 19TH DAY OF DECEMBER, 2000


Linda L. Koester, President
Village of Chatham

ATTEST:


Robert A. Krueger, Village Clerk

AYES: 6
NAYS: 0
ABSENT: 0

PASSED: 12-19-00
APPROVED: 12-19-00

MASTER AGREEMENT

THIS AGREEMENT entered into this 03 day of October, A.D. 2000, by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and the Village of Chatham, County of Sangamon, of the State of Illinois, hereinafter called the CORPORATION.

WHEREAS, there currently exists a Master Agreement and/or various other agreements and understandings between the DEPARTMENT and the CORPORATION for the maintenance and electrical energy charges of certain traffic signals located on State highways within the CORPORATION for which the DEPARTMENT is now to assume maintenance responsibilities in accordance with Part 544 of revised Department Rules and Regulations dated April 10, 1980, a copy of which is attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree to respectively assume or to continue to assume the costs of maintenance and energy or portions thereof for those traffic signals located on State highways within the CORPORATION as shown on the attached Exhibit A and made a part hereof.

It is further agreed that the actual maintenance will be performed by the agency indicated on Exhibit A, either with its own forces or through an ongoing contractual agreement.

It is further agreed that the signals shall be maintained to at least the levels of maintenance noted on Exhibit A and specified in the attached Exhibit B, made a part hereof.

It is understood that Level of Maintenance I meets the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and Level of Maintenance II exceeds the manual requirements and is prescribed for those signals that the District Engineer, with the concurrence of the Engineer of Traffic, determines to require a higher level of service for adequate operation of the highway system at those locations.

It is also understood that if, in the judgment of the District Engineer, the CORPORATION has not provided adequate maintenance for those signal installations which it has been assigned to maintain, the DEPARTMENT will, upon giving 30 days' notice in writing, arrange for the appropriate maintenance efforts and bill the CORPORATION for its share of the costs.

The CORPORATION agrees to bill the DEPARTMENT for its proportionate share of the signal maintenance costs on a quarterly basis. The amount billed shall be the actual costs incurred less any third party damage claims received during the billing period for repair of signals that are the responsibility of the billed party. Any proposed single expenditure in excess of \$5,000 for repair of damage to an installation must be approved by the billed party before the expenditure is made. The DEPARTMENT reserves the right to examine the records of the CORPORATION to determine that costs billed are fully documented.

Payment by the DEPARTMENT of any or all of its share of maintenance and energy costs is contingent upon the DEPARTMENT receiving adequate funds in its annual appropriation.

All traffic signal maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the CORPORATION for traffic signals covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded for so long as this Agreement or a subsequently executed Master Agreement is in force. If this Master Agreement or a subsequent Master Agreement is terminated for any reason whatsoever, all traffic signal maintenance and electrical energy provisions contained in presently existing agreements or understanding shall again become effective and in force.

All parking ordinances and provisions bearing on items other than traffic signal maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the CORPORATION shall remain in full force and effect.

This MASTER AGREEMENT shall remain in effect for (1) a period of one (1) year from the date of its execution or (2) so long as the traffic signals covered by the terms of this MASTER AGREEMENT or any amendment hereto remain in place either in their current or some modified configuration or (3) when a new master agreement is executed whichever of (1) or (2) or (3) is the shorter period of time. Such effective term shall apply unless otherwise agreed to in writing by the parties hereto.

This agreement shall be binding upon and inure to the benefits of the parties hereto, their successors, and assigns.

ATTEST:

Clerk

Village of Chatham
By: Linda Kerten
Title: President
Date: 12/19/00

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: Vester A. Madson
Title: District Engineer
Date: Oct 10, 2000
By: James C. Hoff
Title: Director of Highways
Date: 1-18-00

TITLE 92: TRANSPORTATION
CHAPTER I: DEPARTMENT OF TRANSPORTATION
SUBCHAPTER f: HIGHWAYS

PART 544
FINANCING OF TRAFFIC CONTROL SIGNAL INSTALLATION
MODERNIZATION, MAINTENANCE, AND OPERATION ON
STREETS AND HIGHWAYS UNDER STATE JURISDICTION

Section	Title
544.10	Title
544.20	Scope
544.30	Traffic Signals
544.40	Definitions
544.50	Agreements and Permits
544.60	Implementation
544.70	Responsibilities

AUTHORITY: Implementing Section 4-201.12 of the Illinois Highway Code (Ill. Rev.Stat. 1981, ch. 121, par. 4-201.12) and authorized by Section 4-201.1 of the Illinois Highway Code (Ill. Rev. Stat. 1981, ch. 121, pars. 4-201.12 and 4-201.1).

SOURCE: Adopted at 4 Ill. Reg. 17, p. 284 effective April 10, 1980; codified at 7 Ill. Reg. 2752.

Section 544.10 Title

This Part shall be known as Part 544 of the Illinois Department of Transportation Rules (92 Ill. Adm. Code 544) and was formerly known as Departmental Order 13-3.

Section 544.20 Scope

This Part establishes the basis of financial responsibility for the installation, modernization, maintenance, and energy charges of all traffic control signals installed on State-maintained highways regardless of whether they are part of a joint City-State improvement or involve only the installation of signals. The financial responsibility for school and commercial-industrial signals shall be as prescribed in Departmental Order 13-4 except that the maintenance and energy of school signals at public road intersections will be as outlined in Section 544.60(b) and 544.60(c).

Section 544.30 Traffic Signals

- a) Signals may be installed only where conditions meet the warrants established in the current State of Illinois Manual on Uniform Traffic Control Devices for Streets and Highways to be codified as 92 Ill. Adm. Code 546 or supplemental Department policy.

- b) The Department may regulate signal sequences and control timing of all signals on State highways when it deems it necessary to do so.

Section 544.40 Definitions

For purposes of this Part:

"Department" - means the Department of Transportation, and "State" means the State of Illinois.

"Energy Charges" - includes the costs of supplying electrical energy for the operation of traffic signals.

"Installation" - includes the costs involved in the preparation of plans and performing construction inspection, as well as the construction costs of installing the traffic signals at an intersection.

"Intersection Approaches" - include both legs of one-way streets as if they were carrying two-way traffic.

"Local Agency" - refers to county, township or municipal governments.

"Maintenance" - includes costs of routine maintenance on the signals, as well as emergency repairs in the event of malfunction of the controller or physical damage resulting from accidents, severe weather, or vandalism.

"Modernization" - includes all engineering costs, as well as the construction costs of altering or modifying an existing signal installation, either to bring it into conformance with the current Illinois Manual on Uniform Traffic Control Devices (92 Ill. Adm. Code 546), to satisfy a need for improvement in the operation of the signals, or to correct an accident problem at an intersection. The modernization may include altering the operation through changes in sequencing and timing or modification of the physical layout of the signals.

"State Highway" - refers to any highway, regardless of whether or not it is a marked route, that is maintained by State forces or maintained by others with total or partial reimbursement by the State.

Section 544.50 Agreements and Permits

- a) Master Agreement
 - 1) As soon after January 1, 1980, as practicable, the District Engineer will initiate negotiations to develop a revised Master Agreement with those municipalities affected by this Part, which Agreement will establish the participation limits for the maintenance costs of each signalized

intersection that is operational or under contract on State highways within the municipality. The Master Agreement will include provisions for energy costs and define which agency is to provide the necessary maintenance. The Master Agreement shall be in accordance with the provisions of all applicable law.

- 2) This Master Agreement will provide for the Department to assume maintenance costs equivalent to the cost described in Section 544.60(b)(1)(B). If, at the time the Master Agreement is executed, this division of costs would result in a municipality paying more for the sum of energy costs and the cost of acceptable maintenance of signals on the State system than it was previously paying, the Department will assume maintenance costs for additional signals to the extent necessary to equate the municipal costs to what it was paying prior to the Master Agreement. The Master Agreement will be executed by the appropriate officials of the municipality, the District, and the Central Bureau of Operations.
- b) Subsequent to the Master Agreement, individual agreements shall be executed between the Department and the local agency for all installations in which both parties are responsible for a portion of the installation, modernization, maintenance, or energy charges. The agreements will delineate the financial responsibilities as established in Section 544.60 of this Part, as well as the requirements of the Department relative to the operation and maintenance of the signals. In preparation of the agreements, the specific items set forth in Section 544.60 of this Part shall be included or taken into consideration. Permits will not be required in addition to the agreements.
 - c) All traffic signal plans prepared by others for installation on State highways must be reviewed and approved by the Department. If the signals are being installed as a part of a joint improvement, the agreement covering the other parts of the improvement may also include the items relating to the signals.
 - d) A permit issued to the local agency is required for the installation of traffic signals if an agreement is not executed. Permits under this paragraph shall be issued upon receipt by the Department of a resolution from the municipality requesting that a certain signal be installed and only where conditions meet the warrants established in the current State of Illinois Manual on Uniform Traffic Control Devices for Streets and Highways or supplemental Department policy.

Section 544.60 Implementation

- a) Cost of Installation and Modernization
 - 1) An agreement between the Department and the local agencies will be prepared as outlined in Section 544.50 of this Part. In preparing the agreement, the costs to each agency will be determined on the basis of the following considerations.

- A) When Federal funds are used on the project, the established percentage of Federal funds will first be deducted from the total and the remaining cost then proportioned to each agency as described below.
 - B) Any agency involved may voluntarily assume responsibility for another agency's share of the costs in order to expedite the installation and modernization.
 - C) In no case will the assigned cost to a local agency exceed 50 percent of its allotted Motor Fuel Tax funds for one year.
 - D) The local agency's portion of the cost may be paid from its Motor Fuel Tax Funds over a two-year period.
- 2) The division of financial responsibility for the installation and modernization of the traffic signals will be as follows:
- A) Intersection of Two State Highways. The Department will be responsible for the installation and modernization of the signals.
 - B) Ramp Terminals. The Department will be responsible for the installation and modernization of signals installed at the terminal of ramps connecting to or from a State highway.
 - C) Intersection of a State Highway and other Public Streets or Highways. The Department and the local agencies will share the responsibility for the installation and modernization. The cost to each agency will be in proportion to the number of intersection approaches that it maintains. If existing signals must be relocated because the State highway is widened and no other work is to be done on the signals, the State will assume the entire cost of relocating the signals.

b) Cost of Maintenance

- 1) The division of financial responsibility for the maintenance of traffic signals will be as follows:
- A) Intersection Lying Wholly Outside the Corporate Limits of any Municipality. The Department will be responsible for the maintenance of the signals.
 - B) Intersection Lying Wholly or Partially Within the Corporate Limits of One or More Municipalities. The Department will assume the following costs for the maintenance of traffic signals on State highways within municipalities.

- i) The total costs for all signals at the intersection of two or more State highways.
 - ii) The total costs for all signals at intersections along State highways that have a level of average daily traffic in excess of 35,000 as shown on the latest published edition of the Department's traffic volume map. The District Engineer will determine the limits of this section within the municipality.
 - iii) The total costs for all signals located at the terminals of ramps connecting to or from a State highway.
 - *iv) At all other intersections the Department and the municipalities will share in the cost of signal maintenance. The cost to the municipalities will be in proportion to the number of approaches of which they have jurisdiction. The Department assumes full traffic signal maintenance responsibility at all intersections where IDOT has jurisdiction over three or more approaches.
 - C) Maintenance costs of signals covered by individual agreements executed subsequent to the Master Agreement will be limited to the conditions defined in subparagraph (b)(1)(B) above, except that either agency may accept the other's share of the maintenance cost of an individual signalized intersection when it is clearly in the best interest of the agency to do so. The District Engineer shall obtain the Engineer of Traffic's concurrence in accepting maintenance costs normally the responsibility of the municipality.
 - D) The total cost of maintaining all other signals in a municipality not included in subparagraphs (B) and (C) will be the responsibility of the municipality.
- c) Energy Charges
- 1) The division of financial responsibility for the energy charges will be as follows:
 - A) Intersection Lying Wholly Outside the Corporate Limits of any Municipality. The Department will pay the energy charges for the operation of the signals.
 - B) Intersection Lying Wholly Within the Corporate Limits of a Municipality. The municipality will be responsible for the energy charges.

C) Intersection Lying Partially Within the Corporate Limits of One or More Municipalities. The municipality(ies) will be responsible for the energy charges.

2) Municipalities will not be required to pay or share in the cost of energy charges for signals at an intersection on a State highway where the municipality's annual Motor Fuel Tax allotment is less than 50 percent of the current installation cost of the signals.

d) Standard of Maintenance

1) Every signal must be maintained to at least the minimum level prescribed in the Illinois Manual on Uniform Traffic Control Devices. Exceptionally high traffic volumes, operation problems, or other special conditions may require a higher level of maintenance be established for certain individual signals or State highway segments. When required, the District Engineer may stipulate the higher level of service with the concurrence of the Central Engineer of Traffic.

2) Where a municipality has demonstrated to the satisfaction of the District Engineer that it can provide the established level of maintenance with its own forces or through an ongoing contractual agreement, the District Engineer may authorize maintenance by the municipality.

3) Where the municipality does not wish to provide maintenance or where the District Engineer has determined the agency does not have the capability of providing the required level of service, the Department will maintain the signals.

4) The State reserves the right to take over the maintenance of the traffic signals and to bill the local agency for the cost of such maintenance upon 30 days' notice in writing, if the local agency fails to maintain the traffic signal as specified.

e) Billing

1) The agency providing the maintenance will bill the other agency for its appropriate share of the costs on a schedule determined by mutual agreement. The billing period shall not exceed one year.

2) The billing amount shall be the maintenance cost incurred, less any third party damage claims received for repair of signals that are the responsibility of the billed party.

- 3) Any proposed single expenditure in excess of \$5,000 for repair of damage to a single installation must be approved by the billed party before the expenditure is made. The Department reserves the right to examine the records of the municipality to determine the costs billed are fully documented.

Section 544.70 Responsibilities

- a) The Bureau of Operations has primary responsibility for the implementation of this Part.
- b) The District Engineer is responsible for the communication of agreements with local agencies under this Part. Further, he is responsible for the installation, modernization, maintenance, etc., for these traffic signals as negotiated under the provisions of the agreements with local agencies.

EXHIBIT A

Following is a list of signalized intersections along State highways located within the Village of Chatham. The Level of Maintenance refers to the Traffic Signal Maintenance Provisions in Exhibit B of the Master Agreement.

LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY HANDLING MAINTENANCE	LEVEL OF MAINTENANCE
	STATE	CORP.	OTHER	STATE	CORP.	OTHER		
Illinois 4 & Walnut	50	50			100		Corporation	I
Illinois 4 & Plummer	50	50			100		Corporation	I
Illinois 4 & Cottonwood	50	50			100		Corporation	I

TRAFFIC SIGNAL MAINTENANCE PROVISIONS
LEVEL 1

The maintaining agency agrees to:

1. Patrol the traffic control signal system on a regular basis and replace burned out lamps or damages sockets as may be required. All lamps should be replaced as frequently as experience proves necessary to prevent undue failures. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.
2. Keep signal heads property adjusted and controller cabinets, signal posts, and controller pedestals tight on their foundations and in alignment.
3. Keep detector equipment in proper working order.
4. Check the controllers, relays, and detectors at frequent intervals to ascertain that they are functioning properly and make all necessary repairs and replacement.
5. Keep interior of controller cabinet in a neat condition at all times.
6. Remove, clean and overhaul the controllers (except solid-state), relays, special, auxilliary control equipment, and time clock once a year or more if necessary. When solid-state controllers malfunction, they shall be removed, repaired, and bench checked. Solid-state controllers shall not be removed for annual maintenance inspections.
7. Replace burned out fuses.
8. Clean reflectors, lenses, and lamps once every six (6) months.
9. Repaint all signal components exposed to weather on a regular basis.
10. Repair or replace any and all equipment damaged by any cause whatsoever.
11. Be responsible to make recovery for damage to any part of the installation or systems from the party causing the damage.
12. Provide alternate traffic control during a period of failure or when the controller must be disconnected. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities.
13. Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at an intersection are considered emergencies.
14. Provide the STATE the names, addresses, and telephone numbers of at least two persons who will be available for emergency repair of the traffic signals and keep the STATE informed of any changes of same.