

# Request For Board Action

**REFERRED TO BOARD:** June 14, 2021

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Administration

**SUBJECT:** Consideration of a Resolution authorizing the execution of an intergovernmental agreement with IDOT related to the maintenance of traffic signals on state highways within or near the corporate limits of the Village of Antioch.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On April 26, 2021 a letter was received from Illinois Department of Transportation in regards to the Intergovernmental Master Agreement (IGA) related to State maintained traffic signals on State highways within the corporate limits of Antioch. The existing IGA for traffic signal maintenance will expire in the near future.

**DOCUMENTS ATTACHED:**

1. Resolution
2. Letter from IDOT

**RECOMMENDED MOTION:**

**Move** to approve a Resolution authorizing the execution of an intergovernmental agreement with IDOT related to the maintenance of traffic signals on state highways within or near the corporate limits of the Village of Antioch.



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

April 26, 2021

The Honorable Lawrence M. Hanson  
Attention: Ms. Lori K. Romine  
Village of Antioch  
874 Main Street

Dear Ms. Romine:

Enclosed for your signature are three (3) counterparts of the Intergovernmental Master Agreement (IGA) for State maintained traffic signals on State highways within the corporate limits of Antioch. The existing Master Agreement between the Village of Antioch (herein after called Village) and the Illinois Department of Transportation (herein after called Department) will expire in the near future.

Please note that the IGA has these clauses:

- G. Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of energy charges.
- B Billing.** Bills shall be submitted to the DEPARTMENT on a quarterly basis. The amount billed shall be the costs incurred less any proceeds from third-party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.

**PLEASE BE AWARE OF THE FOLLOWING:** It is imperative that the Village sign the attached IGA. The Department will not be able to authorize any payments to Village for the Department's share of utility costs until we can provide our financial department with a copy of a fully executed IGA. Therefore, in order for you to obtain reimbursement from the Department for any part of the traffic signal utility costs as shown in the Exhibit A in the Intergovernmental Agreement, we need Village to sign the attached Agreement.

Also, should the Village decide it does not have the capability of providing the required level of service to the existing traffic signal(s) listed in the attached Exhibit A, this would be the opportunity to revise the maintenance responsibility in the Exhibit A. A maintenance transfer will be determined after the approval of the District Engineer and a revised Exhibit A will be included in new IGA.

Ms. Lori K. Romine  
April 26, 2021  
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Please return the six (6) partially executed agreements to our office for final processing. We will send you a completed Agreement upon its execution by our Springfield Office. It is important that you forward the Agreement to:

Ms. Lisa E. Heaven-Baum, P.E.  
Bureau Chief of Traffic Operations  
Illinois Department of Transportation  
201 W. Center Court  
Schaumburg, IL 60196

If you have any questions or need additional information, please contact Mr. Daryle Drew, Traffic Programs Engineer, at 847-705-4424.

Very truly yours,

Jose Rios, P.E.  
Region One Engineer

By:  
Lisa E. Heaven-Baum, P.E.  
Bureau Chief of Traffic Operations

Enclosures

## INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the Village of Antioch (“GOVERNMENTAL BODY”) and the Department of Transportation (“DEPARTMENT”) pursuant to the “Intergovernmental Cooperation Act” (5 ILCS 220) and in accordance with The DEPARTMENT’s rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.
2. In furtherance of said interests of, the entities agree:
  - a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
  - b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements
  - c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
  - d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems or Advanced Traffic Management System and interconnects with at-grade railroad crossings, at DEPARTMENT maintained locations. The DEPARTMENT shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The GOVERNMENTAL BODY shall submit to the DEPARTMENT any changes proposed in signal timings.
  - e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT’s satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
  - f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or

State routes. The GOVERNMENTAL BODY may connect traffic signals to a State-owned master controller or Advanced Traffic Management System for the coordination or operation of non-State-owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

- g. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT'S proportionate share of the energy charges.
- h. **Indemnity.** The GOVERNMENTAL BODY shall indemnify and hold harmless the DEPARTMENT for any and all third-party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A.
- i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.
- j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

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

- k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.
- l. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
- m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government, however, other

DEPARTMENT policies and practices require cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance costs of the interconnect system and related equipment as well as engineering costs for any approved coordination and timing studies shall be shared within the interconnect system, unless otherwise agreed to in a permit or by other agreement.

- n. **Jurisdictionally Transferred.** The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signal and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).
- o. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.
  - i. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.
  - ii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task.
  - iii. THE DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.
  - iv. The cost for contracted work will be the actual cost for the contractor. In District One, maintenance costs are based on the District's Electrical Maintenance Contract's (EMC) related bid cost and may vary from contract to contract. The length of District One's EMC is generally 2 to 3 years.

3. Notice under this agreement shall be as follows:

For The DEPARTMENT:

For the GOVERNMENTAL BODY:

- 4. **Effective Date.** This Agreement shall be effective from July 1, 2021 through June 30, 2031 and may be terminated prior to that date, by either party, upon 30 days written notice.

FOR THE GOVERNMENTAL BODY:

\_\_\_\_\_  
Signature and Job Title of Authorized Representative

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

FOR THE DEPARTMENT:

\_\_\_\_\_  
Jose Rios, Regional Engineer, Division of Highways

\_\_\_\_\_  
Phillip C. Kaufmann, Chief Counsel

\_\_\_\_\_  
Date

(Approved as to form)

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

\_\_\_\_\_  
Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer

\_\_\_\_\_  
Joanne Woodworth, Acting Chief Fiscal Officer

\_\_\_\_\_  
Date

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_  
Omer Osman, Acting Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_

**EXHIBIT A**

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Antioch in Lake County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

As of 4/26/21

LOCATION	TS#	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
US 45 at IL 173	TS6620	100			100			STATE
IL 59 (Grand Av) at IL 173	TS6845	75	25		75	25		STATE
IL 59 (Grand Av) at Beach Grove Rd	TS6857	100			100			STATE
IL 59 (Grand Av) at Grass Lake Rd	TS6855	100			100			STATE
IL 83 (Main St) at IL 173	TS6950	100			100			STATE
IL 83 (Main St) at Grass Lake Rd	TS6970	100			100			STATE
IL 83 (Main Av) at Lake St	TS4705	66 2/3	33 1/3		66 2/3	33 1/3		STATE
IL 83 (Main St) at North Av	TS4710	75	25		75	25		STATE
IL 83 (Main St) at Orchard St	TS4712	50	50		50	50		STATE
IL 83 (Milwaukee Av) at Petite Lake Rd	TS21637	100			100			STATE
IL 173 (Rosecrans Rd) at Deep Lake Rd	TS7130	100			100			STATE
IL 173 (Rosecrans Rd) at Gregory Drive	TS6622		100			100		STATE
IL 173 (Rosecrans Rd) at Savage Deercrest	TS7129	50	50		50	50		STATE
IL 173 (Rosecrans Rd) at Tiffany Street	TS6843	66 2/3	33 1/3		66 2/3	33 1/3		STATE
IL 173 (Rosecrans Rd) at Walmart Entr	TS6847		100			100		STATE
IL 173 (Rosecrans Rd) at I-94 (Ramp A)	TS6568	100			100			Lake Co
IL 173 (Rosecrans Rd) at I-94 (Ramp B)	TS6569	100			100			Lake Co