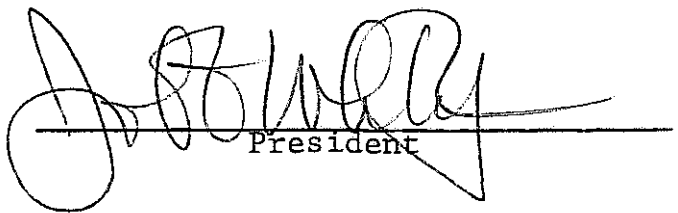


RESOLUTION 10-80

WHEREAS, the President and the Board of Trustees of the Village of Chatham deem it necessary and proper to enter into an agreement with The Illinois Department of Transportation for the provision of maintenance services and energy charges for traffic signals in the Village,

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham that the President is authorized to execute with The Illinois Department of Transportation a master agreement for maintenance and energy charges for certain traffic signals in the Village, as attached hereto and incorporated herein by this reference.

Yeas 7  
Nays 0  
Abstain 0

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Clerk

SEAL

Passed: 11-11-80

Approved: 11-11-80

MASTER AGREEMENT

THIS AGREEMENT entered into this 11 day of November, A.D., 19 80, 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 468 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 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 understandings 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 Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors, and assigns.

ATTEST:

Donna J. Hedinger  
Clerk

11 of November  
By: [Signature]  
Title: Mayor  
Date: 11-17-80

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Sec.

- 468.101 Title
- 468.102 Scope
- 468.103 Traffic Signals
- 468.104 Definitions
- 468.105 Agreements and Permits
- 468.106 Implementation
- 468.107 Responsibilities

Authority: Illinois Revised Statutes, Chapter 121, Pars. 4-201.1 and 4-201.12.

§468.101 Title.

This Part shall be known as Part 468 of the Illinois Department of Transportation Rules and Regulations and was formerly known as Departmental Order 13-3.

§468.102 Scope.

(1) 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 Sections 468.106(b) and 468.106(c) of the Part.

§468.103 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 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.

§468.104 Definitions.

For purposes of this Part:

(a) "Department" means the Department of Transportation, and "State" means the State of Illinois.

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 Traffic.

(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 468.106 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 §468.106 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.

#### §468.106 Implementation.

##### (a) Cost of Installation and Modernization.

(1) An agreement between the Department and the local agencies will be prepared as outlined in §468.105 of this Part. In preparing the agreement, the costs to each agency will be determined on the basis of the following considerations.

(i) When Federal funds are used on the project, the established percentage of Federal funds will first be deducted from the total and the remaining costs then proportioned to each agency as described below.

(ii) Any agency involved may voluntarily assume responsibility for another agency's share of the costs in order to expedite the installation or modernization.

volume map. The District Engineer will determine the limits of this section within the municipality.

(C) The total costs for all signals located at the terminals of ramps connecting to or from a State highway.

(D) 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 that they maintain.

(iii) Maintenance costs of signals covered by individual agreements executed subsequent to the Master Agreement will be limited to the conditions defined in §468.106(b)(1)(ii), 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.

(iv) The total cost of maintaining all other signals in a municipality not included in Section 468.106(b)(1)(ii) and 468.106(b)(1)(iii) municipality.

(2) Municipalities will not be required to maintain or share in the cost of maintaining 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 costs of the signals

(c) Energy Charges.

(1) The division of financial responsibility for the energy charges will be as follows:

(i) Intersection Lying Wholly Outside the Corporate Limits of any Municipality. The Department will pay the energy charges for the operation of the signals.

(ii) Intersection Lying Wholly Within the Corporate Limits of a Municipality. The municipality will be responsible for the energy charges.

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

§468.107 Responsibilities

(a) The Bureau of Traffic 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.

(filed \_\_\_\_\_, effective 4/10/80)