



ORDINANCE NO. 2042-20

AN ORDINANCE AUTHORIZING THE CHIEF OPERATING OFFICER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT AMONG THE VILLAGE OF BARTLETT, THE VILLAGE OF HOFFMAN ESTATES, THE VILLAGE BARRINGTON HILLS, THE VILLAGE OF BARRINGTON, THE VILLAGE OF DEER PARK, THE VILLAGE OF LAKE ZURICH, THE VILLAGE OF HAWTHORN WOODS, THE VILLAGE OF MUNDELEIN, THE VILLAGE OF VERNON HILLS, THE VILLAGE OF METTAWA, THE VILLAGE OF GREEN OAKS, AND THE CITY OF NORTH CHICAGO FOR THE EQUALLY SHARED COSTS FOR RECERTIFYING THE QUIET ZONE CORRIDOR ALONG THE ELGIN, JOLIET, AND EASTERN RAILROAD

WHEREAS, it is in the interest of the Village to work cooperatively with other municipalities along the Elgin, Joliet, and Eastern Railroad; and

WHEREAS, it is the interest of the Village of Hawthorn Woods to recertify the quiet zone within the Village on the Elgin, Joliet, and Eastern Railroad to achieve both the safety of motorists and pedestrians and improve the quality of life; and

WHEREAS, this intergovernmental group will retain the engineering services relating to the recertification of the quiet zones.

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer be, and the same is hereby authorized and directed, to enter into an intergovernmental agreement with communities along the Elgin, Joliet, and Eastern Railroad, as attached hereto as Attachment "A", and, by this reference made a part hereof.

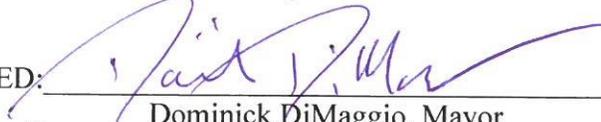
The foregoing Ordinance was adopted by the Board of Trustees of the Village of

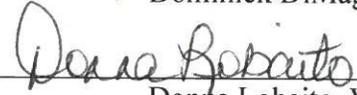
Hawthorn Woods, Illinois on September 29, 2020.

AYES: Wieser, Kosik, Riess, Corrigan, McCarthy

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: September 29, 2020

APPROVED: September 29, 2020

AGREEMENT AMONG THE VILLAGE OF BARTLETT, THE VILLAGE OF HOFFMAN ESTATES, THE VILLAGE OF BARRINGTON HILLS, THE VILLAGE OF BARRINGTON, THE VILLAGE OF DEER PARK, THE VILLAGE OF LAKE ZURICH, THE VILLAGE OF HAWTHORN WOODS, THE VILLAGE OF MUNDELEIN, THE VILLAGE OF VERNON HILLS, THE VILLAGE OF METTAWA, THE VILLAGE OF GREEN OAKS, AND THE CITY OF NORTH CHICAGO, FOR THE EQUALLY SHARED COSTS FOR INITIAL WORK TOWARDS THE CREATION OF A QUIET CORRIDOR ALONG THE ELGIN, JOLIET, AND EASTERN RAILROAD

THIS AGREEMENT entered into this _____, day of _____

2020, by and among the VILLAGE OF BARTLETT, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as BARTLETT, the VILLAGE OF HOFFMAN ESTATES, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as HOFFMAN ESTATES, the VILLAGE OF BARRINGTON HILLS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BARRINGTON HILLS, the VILLAGE OF BARRINGTON, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BARRINGTON, the VILLAGE OF DEER PARK, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as DEER PARK, the VILLAGE OF LAKE ZURICH, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as LAKE ZURICH, the VILLAGE OF HAWTHORN WOODS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as HAWTHORN WOODS, the VILLAGE OF MUNDELEIN, an Illinois 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 METTAWA, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as METTAWA, the VILLAGE OF GREEN OAKS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as GREEN OAKS, the CITY OF NORTH CHICAGO, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as NORTH CHICAGO. The BARTLETT, HOFFMAN ESTATES, BARRINGTON HILLS, BARRINGTON, DEER PARK, LAKE ZURICH, HAWTHORN WOODS, MUNDELEIN, VERNON HILLS, METTAWA, GREEN OAKS, and NORTH CHICAGO are sometimes hereinafter referred to individually as a "PARTY" and

collectively as the "PARTIES". The ELGIN, JOLIET & EASTERN RAILROAD corridor is sometimes hereinafter referred to as the "CORRIDOR".

WITNESSETH

WHEREAS, the Swift Rail Development Act of 1994, 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, mandating the sounding of train horns at all public highway-rail crossings; and,

WHEREAS, said FINAL RULE includes provisions for the creation of quiet corridors through the use of supplementary and alternative safety measures to avoid the mandated sounding of train horns at highway-rail crossings; and,

WHEREAS, the ACT does not authorize any federal funds to implement said quiet corridors included in the FINAL RULE; and,

WHEREAS, improvements at all highway-rail crossings in the CORRIDOR are infeasible due to cost and/or the impracticalities of installation; and,

WHEREAS, the implementation of said FINAL RULE and the continuing frequency at which train horns are heard has a negative impact on the quality of life of the residents of the PARTIES; and,

WHEREAS, the PARTIES have determined it is desirous to pursue a cooperative quiet corridor as a more 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 the FINAL RULE; and,

WHEREAS, the PARTIES hereto have agreed to participate equally in paying for the recertification of the quiet corridor.

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

1. It is mutually agreed by and among the PARTIES hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. VERNON HILLS agrees to serve as the Lead Agency for the STUDY and to perform the administrative functions associated with said STUDY. For the purposes of THIS AGREEMENT, said administrative functions shall be limited to contracting with Patrick Engineering, hereinafter the CONTRACTOR, to perform the work items included in the approved scope of work for the STUDY, paying the CONTRACTOR for completion of the work items included in the scope of services for the STUDY, and receiving reimbursement from each of

the other PARTIES hereto in an amount distributed equally among all participating PARTIES for said STUDY.

3. It is mutually agreed by and among the PARTIES hereto that the scope of work contained in the proposal from the CONTRACTOR titled, "Proposal for Engineering Services, Three Quiet Zone Corridors- Recertification Assistance" and dated March 27, 2020 constitutes the approved scope of services for the STUDY. Said approved scope of work, by reference herein are hereby made a part hereof.

It is further mutually agreed that the total cost of the STUDY, as proposed by the CONTRACTOR, shall not exceed \$47,300.00 plus expenses. Expenses shall be submitted for review and approved by VERNON HILLS. Said expenses shall be split equally amongst the above PARTIES.

4. It is mutually agreed by and among the PARTIES hereto that the total amount of the local share to be divided equally between the participating PARTIES shall not exceed \$47,300.00, plus any additional expenses as explained above.
5. It is mutually agreed by and among the PARTIES hereto that each of the PARTIES shall each reimburse VERNON HILLS an amount not to exceed \$47,300.00 divided equally among the participating PARTIES, plus any additional approved expenses as explained above.
6. It is mutually agreed by and among the PARTIES hereto that upon execution of the contract between VERNON HILLS and the CONTRACTOR, the PARTIES shall each pay to VERNON HILLS within thirty (30) days of the receipt of an invoice from VERNON HILLS, in a lump sum, an amount equal to seventy-five percent (75%) of their respective obligations incurred under THIS AGREEMENT for payment of the local share for the STUDY. Payments to VERNON HILLS, upon execution of the contract between VERNON HILLS and the CONTRACTOR and receipt of an invoice from VERNON HILLS, from each of the other PARTIES shall be in an amount not to exceed seventy-five percent (75%) of \$47,300.00 divided equally among the participating PARTIES.

The PARTIES further agree that each shall pay to VERNON HILLS the remaining twenty-five percent (25%) of their respective obligations incurred under THIS AGREEMENT for payment of the local share for the STUDY. Payment to VERNON HILLS shall be in a lump sum, within thirty (30) days of the receipt of an invoice from VERNON HILLS, upon completion of the STUDY. The final payments to VERNON HILLS upon completion of the STUDY and receipt of an invoice from VERNON HILLS shall be in an amount not to exceed to exceed twenty-five percent (25%) of \$47,300.00 divided equally among the participating PARTIES, plus any additional approved expenses, from each of the other PARTIES hereto.

7. The PARTIES agree that other communities may be added to this AGREEMENT in accordance with the cost and expense sharing formula provided herein provided that a duly authorized Amendment is executed by the Parties.
8. The PARTIES hereto agree that by duly executing THIS AGREEMENT, the PARTIES concur in VERNON HILLS executing the contract for the STUDY with the CONTRACTOR.

The PARTIES further agree to provide such assistance as proposed by the CONTRACTOR and described in the proposal for the STUDY, without reimbursement from the other PARTIES hereto.

9. It is mutually agreed by and among the PARTIES hereto that each PARTY warrants and represents to each of the other PARTIES and agrees that (1) THIS 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 AGREEMENT is binding and valid and will be specifically enforceable against each PARTY; and, (3) 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.
10. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the PARTIES hereto to execute THIS AGREEMENT affix their signatures.
11. 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.
12. It is mutually agreed by and among the PARTIES hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of 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.
13. It is mutually agreed by and among the PARTIES hereto that the agreement of the PARTIES hereto is contained herein and that 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.

14. It is mutually agreed by and among the PARTIES hereto that 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.
15. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
16. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. Except as may be specifically stated otherwise in this AGREEMENT, 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 expressed written consent and permission of the other PARTIES to THIS AGREEMENT.
17. It is mutually agreed by and among the PARTIES hereto that 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 services performed under THIS AGREEMENT.
18. THIS AGREEMENT shall be considered null and void in the event that the contract between VERNON HILLS and the CONTRACTOR for the STUDY is not awarded by October 15, 2020.

VILLAGE OF VERNON HILLS

By: _____
Village President

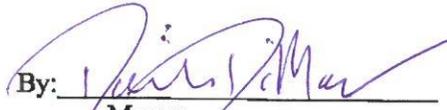
Date: _____

ATTEST:

Village Clerk

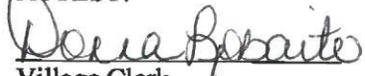
Date: _____

VILLAGE OF HAWTHORN WOODS

By: 
Mayor

Date: September 29, 2020

ATTEST:


Village Clerk

Date: September 29, 2020