

VILLAGE OF GURNEE

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2015 - 47

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT  
TO THE AGREEMENT BETWEEN THE VILLAGE OF GURNEE AND REDFLEX  
TRAFFIC SYSTEMS, INC. FOR THE PHOTO RED LIGHT ENFORCEMENT  
PROGRAM**

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ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE

VILLAGE OF GURNEE, ILLINOIS

ON

JUNE 15, 2015

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Published in pamphlet form by authority of the Village Board of the  
Village of Gurnee, Lake County, Illinois,  
this 16<sup>th</sup> day of **JUNE, 2015.**

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KRISTINA KOVARIK	President	JEANNE BALMES	Trustee
		GREG GARNER	Trustee
ANDY HARRIS	Clerk	THOMAS HOOD	Trustee
		STEPHEN PARK	Trustee
BRYAN WINTER	Attorney	CHERYL G. ROSS	Trustee
		DON WILSON	Trustee

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**WHEREAS**, Redflex has particular knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and,

**WHEREAS**, the Village has previously engaged the services of Redflex to provide certain equipment and services so that authorized employees of the Village are able to monitor, identify and enforce red light running violations; and,

**WHEREAS**, it is a mutual objective of both Redflex and the Village to reduce the incidents of vehicle collisions at the traffic intersections that will be monitored pursuant to the terms of this Agreement; and,

**WHEREAS**, the Corporate Authorities of the Village have determined that it is in the best interest of the Village to execute the Second Amendment to the Agreement between the Village of Gurnee and Redflex Traffic Systems, Inc. for the Photo Red Light Enforcement Program.

**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 Second Amendment to the Agreement between the Village of Gurnee and Redflex Traffic Systems, Inc. for the Photo Red Light Enforcement Program is agreed to by the Village.

**SECTION II:** That a true copy of said the Second Amendment to the 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 Second Amendment to the 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:** That the Village President and the Village Clerk are authorized to execute such number of duplicate originals of said contract so as to provide adequate duplicates to the parties thereto.

**SECTION V:** 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 of any character of the corporate authority existing on the effective date hereof be lost, impaired or affected by this Ordinance.

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

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

**SECTION IX:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as required by law.

**Passed this 15th day of June, 2015**

	<b>Ayes:</b>	<b>Nays:</b>	<b>Absent/Abstain:</b>
Jeanne E. Balmes	<u>X</u>	<u>          </u>	<u>          </u>
Greg Garner	<u>X</u>	<u>          </u>	<u>          </u>
Thomas Hood	<u>X</u>	<u>          </u>	<u>          </u>
Stephen Park	<u>X</u>	<u>          </u>	<u>          </u>
Cheryl G. Ross	<u>X</u>	<u>          </u>	<u>          </u>
Don Wilson	<u>X</u>	<u>          </u>	<u>          </u>

APPROVED:

By:

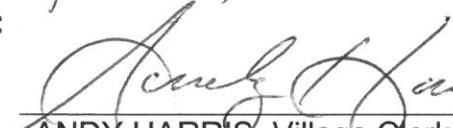
  
KRISTINA KOVARIK, Village President

Date:

6-15-15

ATTEST:

By:

  
ANDY HARRIS, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on **June 15, 2015**.

I hereby certify that the above ordinance was published in pamphlet form on the **16th** day of **June, 2015**, as provided by law.

  
ANDY HARRIS, Village Clerk

STATE OF ILLINOIS     )  
                                      )  
COUNTY OF LAKE       )     SS.

**CERTIFICATE**

I, ANDY HARRIS, certify that I am the duly elected and acting municipal clerk of the Village of Gurnee, Lake County, Illinois.

I certify that on the **15<sup>th</sup>** day of **June, 2015**, the Corporate Authorities of such municipality passed and approved Ordinance 2015 - 47, entitled, "**AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF GURNEE AND REDFLEX TRAFFIC SYSTEMS, INC. FOR THE PHOTO RED LIGHT ENFORCEMENT PROGRAM**", which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2015 - 47, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on the **16<sup>th</sup>** day of **June, 2015**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection, upon request, in the office of the municipal clerk.

Dated at Gurnee, Illinois, this **16<sup>th</sup>** day of **June, 2015**.

  
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ANDY HARRIS, Village Clerk



SECOND AMENDMENT TO  
AGREEMENT BETWEEN THE VILLAGE OF GURNEE  
AND REDFLEX TRAFFIC SYSTEMS, INC.

This Second Amendment (the "Second Amendment") to the Exclusive Agreement between the Village of Gurnee and Redflex Traffic Systems Inc. for Photo Red Light Enforcement Program is made by and between Redflex Traffic Systems, Inc. ("Redflex") and the Village of Gurnee, Illinois ("the Village") (individually the "Party" and collectively referred to as the "Parties"). The Effective Date of this Second Amendment is July 5, 2015.

**RECITALS**

1. The Parties executed the Exclusive Agreement between the Village of Gurnee, IL and Redflex Traffic Systems Inc. for Photo Red Light Enforcement Program on December 3, 2007 (the "Original Agreement");
2. The Original Agreement was amended on June 21, 2012 (the "First Amendment"; collectively with the Original Agreement, the "Agreement"); and
3. The Parties desire to extend the Term of the Agreement and modify the Agreement to reflect changes and improvements to the Program.

The Parties amend the Agreement as follows:

**TERMS AND CONDITIONS**

- A. **Definitions.** The following Sections 1.36 and 1.37 shall be added to the Agreement.
- 1.36. "Existing Designated Intersection Approaches" means the Designated Intersection Approaches that were installed and in operation prior to the Effective Date of the Second Amendment.
- 1.37. "New Designated Intersection Approaches" means the Designated Intersection Approaches that will be installed with the Redflex System and in operation after the Effective Date of the Second Amendment.
- B. **Term.** Section 2 of the Agreement is replaced in its entirety with the following language:
- TERM.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years ("Initial Term"). The Village shall have right, but not the obligation, to extend the Initial Term for up to two (2) additional consecutive automatic two (2) year periods following expiration of the Initial Term (each, a "Renewal and collectively with the Initial Term, the "Term"). The Village may exercise the right not to extend the Term of this Agreement for a Renewal Term by providing written notice to Redflex not less than thirty (30) days prior to the last day of the Initial Term or the Renewal Term, as the case may be.
- C. **Upgrades.** After the Effective Date, Redflex shall, at its sole expense, install high-definition (HD) cameras at the Existing Designated Intersection Approaches.
- D. **New Designated Intersection Approaches.** Subject to permitting by the Illinois Department of Transportation, after the Effective Date the Parties shall install at least one (1) new Redflex

System at a mutually agreed upon New Designated Intersection Approach as warranted by community safety and traffic needs.

E. **Relocation.** The City shall have the option to discontinue the operation of a Redflex System at an Existing Designated Intersection Approach, and then relocate and reinstall that Redflex System at a New Designated Intersection Approach ("Relocated Designated Intersection Approach").

F. **Compensation and Pricing.** As of the Effective Date, the Fixed Fee outlined in Exhibit "D" shall be amended as follows:

**Fixed Fee:** The Village shall be obligated to pay Redflex the following Fixed Fees:

- Existing Designated Intersection Approaches: \$4,099.78 per month per approach
- New Designated Intersection Approaches: \$4,750.00 per month per approach
- Relocated Designated Intersection Approach: \$4,750.00 per month per approach

G. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this Second Amendment, the Terms and Conditions of the Agreement shall remain in full force and effect. To the extent that this Second Amendment conflicts with the terms of the Agreement, this Second Amendment shall control.

Approved as to form, content and legality:

VILLAGE OF GURNEE, IL

By: 

Name: Kristina Kovarik

Title: Village President

Date: 6/15/15

REFLEX TRAFFIC SYSTEMS, INC.

By: 

Name: James A. Saunders

Title: CEO and President

Date: 5/18/15