

VILLAGE OF BARRINGTON HILLS

Roads & Bridges Committee **NOTICE OF SPECIAL MEETING**



Thursday, September 10, 2015 ~ 4:30 pm
112 Algonquin Road

AGENDA

1. Call to Order & Roll Call
2. Public Comments
3. [Vote] NWMC Membership
4. [Vote] LAPP Application Brinker Road
District 1 Cook County DOT
5. [Vote] Road Surface Repair Program
Cuba Township Road District
6. Adjournment

Chairman: Brian Cecola

NOTICE AS POSTED

112 Algonquin Road ~ Barrington Hills, IL 60010-5199 ~ 847.551.3000

***Northwest Council of Mayors
Surface Transportation Program
Project Selection Guidelines***

July 2015

I. INTRODUCTION: A GUIDE FOR STP FUNDING APPLICATIONS

The following municipalities form the Northwest Council of Mayors:

Arlington Heights	Niles
Barrington	Palatine
Bartlett (Cook County portion only)	Park Ridge
Buffalo Grove (Cook County portion only)	Prospect Heights
Des Plaines	Rolling Meadows
Elk Grove Village	Schaumburg
Hanover Park (Cook County portion only)	South Barrington
Hoffman Estates	Streamwood
Inverness	Wheeling
Mount Prospect	

As a member of the Northwest Council of Mayors, you are eligible to submit project proposals to the Council for federal Surface Transportation Program (STP) funding. The STP utilizes funds from the Moving Ahead for Progress in the 21st Century (MAP-21) federal transportation legislation to assist sponsoring municipalities with implementing eligible transportation projects.

The Northwest Council of Mayors has assembled this guidebook, which is divided into the following sections, in order to help facilitate the application process:

- Background description of the Surface Transportation Program
- Northwest Council of Mayors STP Policy Statement
- Description of eligible projects
- Project selection criteria used by the Council’s Technical Committee
- The project submittal process

Please note that in order for a potential project to be eligible for STP funding, the following criteria need to apply:

1. The project is on a Surface Transportation Program eligible route.
2. The project work type is eligible under the STP component of MAP-21.
3. The project sponsor can fund the required local match.
4. The project sponsor has met with the Planning Liaison and the Illinois Department of Transportation to discuss the project's scope, schedule and estimated cost

Your main point of contact for initiating the STP funding process is the Planning Liaison to the Northwest Council of Mayors. The Liaison should be contacted to begin the process or answer any questions regarding the program. The Liaison can be reached through the Northwest Municipal Conference at (847) 296-9200.

II. THE NORTHWEST COUNCIL OF MAYORS SURFACE TRANSPORTATION PROGRAM

A. *Moving Ahead for Progress in the 21st Century (MAP-21)*

Moving Ahead for Progress in the 21st Century (MAP-21) provides federal funding, guidelines and requirements for all transportation projects seeking federal funding. Within MAP-21 there are various funding programs. The most important of which, from the Council of Mayors perspective, is the Surface Transportation Program (STP).

The STP allocates funding directly to the state departments of transportation. In Illinois, the Illinois Department of Transportation designates a portion of this funding for the Council of Mayors system. Northeastern Illinois is comprised of twelve regional Councils of Mayors and the City of Chicago. Each local Council oversees the planning and programming of these STP funds within their own region.

B. *The Council's Role in the Surface Transportation Program*

Each year the Council receives federal funds to be programmed by the Council for transportation projects within the Northwest region. Local municipalities apply for these funds by contacting the local Council Planning Liaison at the Northwest Municipal Conference, and by completing the appropriate application form.

Each Council has developed a set of project selection guidelines. As its name implies, these guidelines set the parameters by which the Councils select which of the locally submitted projects will receive federal funding.

C. *How the Council Utilizes STP Funding*

The Northwest Council funds Phase II engineering, right-of-way acquisition, construction/implementation of highway, transit, bicycle and other transportation projects, and Phase III engineering (ENG III, also known as construction engineering). A 20% local match is required for all construction and ENG III. For Phase II engineering and right-of-way acquisition, a 50% local match required.

For most projects, Phase I engineering is the responsibility of the municipal sponsor. However, projects which are potential candidates for a program which does not fund Phase I (i.e. Congestion Mitigation and Air Quality Improvement Program funds) may apply for Phase I Engineering funds through the Council, with a 50% local match required.

It is very important that you coordinate all phases of your project with the Illinois Department of Transportation, Bureau of Local Roads & Streets. Prior to being considered for the program, the sponsoring municipality must contact the Council Planning Liaison to arrange for a meeting

with the Liaison and a representative from the Illinois Department of Transportation to review the project's scope, timetable and cost estimates.

D. Technical Committee Review of Submitted STP Projects

Once submitted, the Northwest Council's Technical Committee then reviews project applications. The Council's selection process will be timed to coincide with the Chicago Metropolitan Agency for Planning's (CMAP) programming schedule, which is based upon the region's Transportation Improvement Program (TIP). The Council will program projects through the complete funding cycle of the current TIP. All selected projects must be submitted to CMAP for inclusion in the TIP.

E. Technical Committee Membership

The Northwest Council of Mayors Technical Committee shall be comprised of four mayors and four managers from municipalities within the Northwest Council of Mayors area. Alternates may be chosen by members, with notification given to the Technical Committee and the Planning Liaison. No municipality shall have more than one representative on the Technical Committee.

The Chairman of the Technical Committee, elected by the members of the Technical Committee, will serve as one of the Northwest Council's two representatives on the Council of Mayors Executive Committee. The second Executive Committee representative shall be chosen by the Council as a whole.

When a vacancy occurs on the Technical Committee, the whole Northwest Council will be asked for nominations. Only a mayor may fill a vacancy left by a mayor, and only a manager can fill a vacancy left by a manager. The seats on the committee belong to the individual, not the municipality. A municipality's replacement for a departing Technical Committee member does not by default become their replacement on the Technical Committee.

The nominees will be voted on by the Technical Committee. The chosen nominee must then receive the approval of the Northwest Council of Mayors and the president of the Northwest Municipal Conference.

III. NORTHWEST COUNCIL OF MAYORS STP POLICY METHODOLOGY

A. Match Ratio

The match ratio for the Northwest Council of Mayors for the construction phase is an 80/20 federal/local split. Federal funds may be used for up to 80% of the eligible expenses. The sponsoring agency is responsible for the remaining 20%. Phase I Engineering, Phase II engineering and right-of-way acquisition are funded at 50% federal funds and 50% local funds. See details on Phase I Engineering eligibility below.

B. Maximum Federal Participation

The maximum amount of federal participation for construction for any STP project is \$4,000,000. Based on an 80/20 federal/local split, this would equate to a total project cost of \$5,000,000. Any expense over this amount will be the sole responsibility of the sponsoring agency.

Municipalities may request that the Council waive the federal cap of \$4,000,000 if Phase II engineering or right-of-way acquisition costs have been approved by the Council which will push the project cost above the cap amount (see Item C, below).

C. New Project Programming

In order to more accurately determine both project scope and allocated funding, all new projects submitted to the Council will be placed in the Multi-Year “B” list until a Phase I Engineering draft report has been completed. Once the Phase I Engineering draft report has been completed, the project can then be moved into a programming year upon the approval of the Technical Committee.

An exception to the one year waiting requirement occurs when a council-wide Call for New Projects takes place. After all projects are evaluated, the Council can program projects received during the call in the active program.

D. Phase I Engineering

Funding for Phase I Engineering is only eligible on projects which are candidates for a program which does not fund Phase I Engineering. The project sponsor must first seek funding for all further phases through such program during that program’s the next programming cycle. If a project is not funded through the other program(s), it is eligible to apply to move from the Multi-Year “B” list and receive STP funding through the Council.

The Council will limit the amount of projects receiving Phase I funding. The total amount of all phases of projects receiving Phase I funding may be no more than half of the expected STP mark.

E. Right-of-Way

Funding for acquisition of right-of-way (ROW) will be on a 50/50-match ratio and will be considered by the Council only under the following circumstances:

- The cost of the ROW exceeds \$100,000
- The agency has been denied funding for ROW elsewhere
- ROW acquisition costs place the project in jeopardy
- The ROW is part of an approved STP project.

Any project requiring right-of-way acquisition, regardless whether STP funding is being used for ROW, must allow for a minimum of 18 months in the project schedule between the date right-of-way acquisition begins and the anticipated letting date for construction. The 18 month period must be kept if any revisions to the project schedule are made. If ROW is acquired before the 18 month mark, the project will be eligible to be moved up in the program, contingent on available funding.

F. Resurfacing Projects

Projects which are resurfacing an existing road are eligible for STP funding through the council. These projects, due to their faster approval process, can also be used by the Council to spend down any anticipated year-end STP balance. Upon receiving Phase I Design Approval from IDOT, projects will be placed on a specially designated portion of the Multi-Year “B” list, the Approved Resurfacing list. If the Council Liaison determines that the Council will have a balance of STP funds at the end of the current fiscal year, projects sponsors of Approved Resurfacing may apply to be brought into the STP program in the current year.

Resurfacing projects are not eligible for STP funds for Phase II Engineering through the Council.

G. Jurisdictional Transfers

For roadways under the jurisdiction of the Illinois Department of Transportation, IDOT will consider paying for at least a portion, if not all, of the local match if the municipality will accept jurisdiction of the roadway. Not all roadways are eligible for a jurisdictional transfer.

H. Lighting Projects

Any STP applications for highway lighting projects must include fully documented day/night accident warrants as part of the application. These warrants are required by IDOT to determine federal funding eligibility of lighting projects. The Council may also use these warrants in

determining prioritization of competing lighting projects. Lighting projects with Phase I approval can also be added to the Approved Resurfacing list on the MYB list.

NOTE: IDOT utilizes the standards set in Transportation Research Board Document #152 – Warrants for Highway Lighting to determine eligibility.

I. Delays in Project Implementation

Once a project is programmed in a specific fiscal year for construction in the Council’s active program, the project may only be moved back one fiscal year. If a further delay is sought, the municipality must make their case to the Technical Committee, who then has the option of granting the programming change, or dropping the project to the Multi-Year “B” list. The municipality may request to be moved back into the active program once the project is ready to move forward.

J. Soil Contamination

Cost increases due to soil contamination shall be capped at 10% of the total cost of the STP funding already allocated for the construction phase, not to exceed the maximum funding for a project, currently at \$4,000,000. A resolution stating that the municipality has no legal options to pursue remediation costs is required before the cost increase is granted.

K. Council Prerogative

The Northwest Council of Mayors and its Technical Committee reserve the right to grant exceptions to the above rules at any time it is determined to be in the best interest of the Northwest Council of Mayors and its members.

IV. ELIGIBLE PROJECTS

A. STP Eligible Routes

All projects must be on STP eligible routes. STP eligible routes serve a regional purpose and must serve more than a local land access function. Routes must be designated as a "collector" or higher. The IDOT Road Classification shall govern. Please contact the Planning Liaison if you are unsure if a project is along an STP eligible route.

Agencies may ask the Council to request a reclassification of a particular route by IDOT and the Federal Highway Administration (FHWA). The Council shall decide if such a request is appropriate. Approval from IDOT and FHWA can be a lengthy process. Please consider this when deciding on the timing of the project's implementation.

B. Highway/Road Projects

The following list provides a general description of the types of projects eligible for STP funding:

- Construction, reconstruction, restoration and rehabilitation of roads and bridges
- Highway and transit safety improvements
- Traffic signalization projects
- Intersection improvements
- Park & ride facilities
- Bicycle and pedestrian facilities if undertaken in conjunction with an approved STP project or if they are utilitarian in nature
- Wetland mitigation, wetland banking, landscaping and mitigation of water quality impacts if undertaken with an approved STP project
- Right-of-way acquisition for any eligible project
- Phase III engineering for an approved STP project

If you are unsure of a project's eligibility, contact the Council Planning Liaison.

C. County and Transit Agency Access

County transportation departments and regional transit agencies (CTA, Metra and Pace) may have access to Surface Transportation Program funds for capital costs of projects by obtaining the co-sponsorship of the project from at least one Northwest Council of Mayors member. This municipality would then present the project to the Council for consideration for STP funding.

V. PROJECT SELECTION CRITERIA

Each project under consideration by the Council’s Technical Committee shall be assigned a ranking based upon the following point system. The system is weighted by the following percentages to formulate a final project score.

Regional Transportation Significance	20%
Safety	20%
Scope of Project	20%
Complete Streets/Multimodal Improvements	15%
Congestion Mitigation	15%
Intergovernmental Importance/Project Readiness	10%

Regional Transportation Significance 20%

For an intersection improvement, the higher roadway’s classification will be used for scoring.

Roadway Classification	Points
Other Principal Arterial	10
Minor Arterial	5
Collector	0

Safety 20%

For an application received between calls for projects, averages for the previous call for projects and any subsequent applications in the past three years will be used as the base for determining relative rank. CMAP data will be used for pedestrian and bicycle crash data.

Vehicular Crashes	Points
Top 25% of all applications	5
Top 50% of all applications	3
Bottom 50% of all applications	0

Pedestrian Crashes	Points
Top 25% of all applications	5
Top 50% of all applications	3
Bottom 50% of all applications	0

Bicycle Crashes	Points
Top 25% of all applications	5
Top 50% of all applications	3
Bottom 50% of all applications	0

<u>Crash Severity</u>	<u>Points</u>
Type K and/or A crashes	5
No Type K and/or A crashes	0

Scope of Project 20%

<u>Scope</u>	<u>Points</u>
Reconstruction	10
Resurfacing	5

Complete Streets/Multimodal Improvements 15%

<u>Transit Improvements</u>	<u>Points</u>
New transit facility	5
Improved transit facility	3
No improvement	0

<u>Bicycle Improvements</u>	<u>Points</u>
New bicycle facility	5
Improved bicycle facility	3
No improvement	0

<u>Pedestrian Improvements</u>	<u>Points</u>
New pedestrian facility	5
Improved pedestrian facility	3
No improvement	0

<u>Plan implementations</u>	<u>Points</u>
NWMC Bicycle Plan project	5
Local plan project	3
No plan/no improvement	0

<u>Intermodal/Truck Route improvements</u>	<u>Points</u>
Improvement to intermodal facility	5
Improvement to truck route	5
No improvement	0

Congestion Mitigation 15%

<u>Improvement of Service (existing)</u>	<u>Points</u>
F	15
E	10
A-D	0

<u>Level of Service Improvement</u>	<u>Points</u>
3 levels	15
2 levels	10
1 level	5
No improvement	0

Intergovernmental Importance/Project Readiness 10%

<u>Additional Contributing Sponsors</u>	<u>Points</u>
2 or more	10
1	5

<u>Partner Agencies (non-financially participating)</u>	<u>Points</u>
2 or more	5
1	3

<u>Project Status</u>	<u>Points</u>
IDOT approved Phase I Report	5
Phase I underway through IDOT	3
Project has not started Phase I	0

When analyzing projects, the Council may also take into account unscored qualitative factors including the inclusion of green infrastructure or innovation cost reduction measures into a project as well as the years between a community's last STP project and/or community need.

VI. PROJECT SUBMITTAL PROCESS

Step # 1: Contact Council Planning Liaison

Municipalities wishing to place a project in the Northwest Council of Mayors Surface Transportation Program (STP) must first contact the Council Planning Liaison at the Northwest Municipal Conference. The Liaison may arrange a meeting between the municipality and the Illinois Department of Transportation. The purpose of this meeting will be to discuss the details of the project and come to agreement on the project's scope, schedule and cost. During a call for projects, this meeting may come after the application has been submitted.

Step # 2: Complete Application

After this meeting, if the municipality wishes to proceed they should complete the project application form. The completed application should be submitted to the Liaison along with a municipal resolution stating the municipality's intent to proceed with this project as well as their ability to meet the required local match. Project applications are accepted on an on-going basis; however, the Council may issue specific calls for projects based upon outside timetables.

The Liaison shall review each project application and complete the Quantitative Analysis Sheet for each project using the ranking formula approved by the Council. The project shall be assigned a "benefit number" which shall be used to compare this project against other projects received by the Council for funding consideration.

Step # 3: Confirmation of Project Eligibility

The Liaison will confer with representatives from the Illinois Department of Transportation (IDOT) and the Chicago Metropolitan Agency for Planning (CMAP) to confirm the project's eligibility for STP funds. If either CMAP or IDOT considers the project ineligible for STP funds, the municipality may still present the project to the Council's Technical Committee. If the Technical Committee deems that the project is of significant benefit and should be funded through the STP process, the Council may, at its discretion, resubmit the project with their reasons why the project should be funded. The Liaison will work with CMAP and/or IDOT in order to reach a mutually agreeable decision.

Step # 4: Presentation to the Council Technical Committee

Upon receiving confirmation of the project's eligibility, the project application will be placed on the agenda of the appropriate meeting of the Council's Technical Committee. Projects may be presented at any time. Projects shall be selected at a meeting whose date coincides with the project submittal schedule of the Chicago Metropolitan Agency for Planning (CMAP). Prior to the project selection meeting of the Technical Committee, the Liaison shall distribute copies of the project proposal to all Committee members. At the meeting, the municipality should be prepared to give an oral presentation and answer questions concerning the project.

The Technical Committee shall select projects for programming in the Council's Surface Transportation Program up to an amount not to exceed the projected available funding. The Committee may, at its discretion, establish a waiting list of projects it deems worthy but for which funding is not available. The Committee may also program an amount less than the projected available funding. In selecting the projects for inclusion, the Committee shall take into account the project's benefit number, overall cost, fiscal status of the Council's Surface Transportation Program and other factors as the Committee deems appropriate.

Step # 5: Approval of the Council of Mayors

Upon receiving the recommendation of the Technical Committee, the project shall be presented by the Council Chair and Liaison at the appropriate meeting of the Northwest Council of Mayors. All twenty members of the Northwest Council of Mayors will vote on the Technical Committee's recommendation. Upon receiving approval from the Council, the Liaison will submit the required documentation to the Chicago Metropolitan Agency for Planning so that the project may be added to the region's Transportation Improvement Program (TIP).

Step # 6: Confirmation from Illinois Department of Transportation

The municipality must not proceed with any work utilizing Surface Transportation Program (STP) funds until receiving confirmation from the Illinois Department of Transportation's Bureau of Local Roads and Streets that the project has been added to the region's Transportation Improvement Program (TIP). Any work performed prior to the project being officially added to the TIP and the Council's Annual Element will be ineligible for federal funding.

The municipality is strongly encouraged to work very closely with IDOT's Bureau of Local Roads throughout the engineering and construction phases whether or not STP funds are being used on that particular phase. By coordinating with IDOT during phase I and II engineering, the municipality is better able to assure that all of the necessary actions required to receive STP funds are being accomplished in a timely and cost efficient manner.

VII. PROJECT APPLICATION FORM INSTRUCTIONS

Any municipality wishing to place a project in the Surface Transportation Program (STP) of the Northwest Council of Mayors shall submit a project application form for each proposed project. Prior to the Council's consideration of an application, the municipality shall meet with the Liaison and a representative from IDOT to conduct a project scoping meeting. At the meeting the project's scope, timetable and cost estimates shall be discussed. Contact the Liaison to arrange for such a meeting.

Application forms should be sent to: **mwalczak@nwmc-cog.org**

Prior to completing the application, please contact the Liaison. If you have any questions, please contact the Liaison at (847) 296-9200.

Project Application

General Information

Municipality/Lead Agency: Click here to enter text.

1. **Contact Person:** Click here to enter text.
2. **Contact Phone:** Click here to enter text.
3. **Contact Email:** Click here to enter text.

Project Location: Click here to enter text.

Project Limits:

1. **First Reference Point/Street:** Click here to enter text.
2. **Second Reference Point/Street:** Click here to enter text.

Existing and Proposed Condition

Describe the existing condition:

Click here to enter text.

Describe the proposed improvements:

Click here to enter text.

Work types (see guide for specific work types): Click here to enter text.

Regional Transportation Significance

Roadway Designation: Choose an item.

Roadway #2 (if intersection project) : Choose an item.

Safety *(If project does not address safety, leave this section blank)*

Vehicular Crashes for each of the last three years available:

- | | |
|---------------------------------|---|
| 1. Year: Choose an item. | Vehicular Crashes: Click here to enter text. |
| 2. Year: Choose an item. | Vehicular Crashes: Click here to enter text. |
| 3. Year: Choose an item. | Vehicular Crashes: Click here to enter text. |

Will this project address bicycle and/or pedestrian safety: Choose an item.

Please list all the type K (fatality) and A (incapacitating) accidents from the previous five years:

Click here to enter text.

Describe how the project will address safety and crash/accident history:

Click here to enter text.

Scope of Project

Please enter the scope of work for the project: Click here to enter text.

Complete Streets/Multimodal

Describe any transit or transit access improvements:

Click here to enter text.

Describe any pedestrian improvements:

Click here to enter text.

Describe any bicycle improvements:

Click here to enter text.

Are the transit, pedestrian and/or bicycle improvements included within a local, regional or state plan?

Choose an item.

Is the proposed route a local or regional truck route?

Choose an item.

If yes, please list plans and include reference (Exhibit F):

Click here to enter text.

Congestion Mitigation *(If project does not address congestion mitigation, leave this section blank)*

Does the project improve the level of service (LOS)? Choose an item.

1. **Pre-implementation LOS:** Choose an item.
2. **Post-implementation LOS:** Choose an item.

Please attach LOS analysis as evidence of improvement (Exhibit E).

Intergovernmental Importance

Please list the financially contributing project sponsors and partner agencies: Click here to enter text.

Project Readiness

Please choose the appropriate project status: Choose an item.

If Phase I Engineering has not been initiated with IDOT, please describe any planning or engineering work that the project sponsor has undertaken:

Click here to enter text.

Project Schedule *(Fill in dates for applicable activities)*

Activity

Estimated Date

Initial Phase I Engineering Kick-off Meeting:

[Click here to enter a date.](#)

**Submit draft Phase I Engineering Report (PDR) to IDOT:
(3-6 month review period)**

[Click here to enter a date.](#)

Submit Final PDR:

[Click here to enter a date.](#)

**Submit Draft Local Agency Agreement (BLR 5310)
for Phase II Engineering:**

[Click here to enter a date.](#)

Phase I Engineering Design Approval:

[Click here to enter a date.](#)

**Execute Local Agency Agreement (BLR 5310)
for Phase II Engineering:**

[Click here to enter a date.](#)

**Submit of Pre-Final Plans w/ Estimates to IDOT:
(1-4 month review period)**

[Click here to enter a date.](#)

**Submit Draft Local Agency Agreement (BLR 5310)
for Construction and Phase III Engineering Agreement:**

[Click here to enter a date.](#)

**Execute Local Agency Agreement (BLR 5310)
for Construction and Phase III Engineering Agreement:**

[Click here to enter a date.](#)

Submit Final Plans, Spec. & Estimates (PS&E):

[Click here to enter a date.](#)

Right-of-Way Certification:

[Click here to enter a date.](#)

Target Letting:

[Click here to enter a date.](#)

Exhibits

Please submit the required exhibits with this application:

- A. Map showing location of project within the region**
- B. Map showing location of project within municipality**
- C. Existing typical section**
- D. Proposed typical section**
- E. Evidence of level of service (LOS) improvement, if applicable**
- F. Local, regional or state plans that include project (you can include reference or expert from plans)**

Description of Work
2015 Misc. Drainage Maintenance
Village of Barrington Hills

The following is a list of drainage maintenance projects to be included in the scope of work:

Location	Description
1. 241/40 Steeplechase Road	Approximately 190' of grading and shaping existing ditchline, transition grading, and landscape restoration with 4" topsoil, Class 2A seeding, and erosion control blanket.
2. 35 Dundee Lane	Approximately 125' of grading and shaping existing ditchline, transition grading, and landscape restoration with 4" topsoil, Class 2A seeding, and erosion control blanket.
3. Hills & Dales Road- West of Honeycutt Road	Repair eroded shoulder with 2 CY of Class 3A rip-rap. Dress shoulder with 6" of CA-6.
4. Lakeview Lane @ IL 68	Approximately 225' of grading and shaping existing ditchline, transition grading, and landscape restoration with 4" topsoil, Class 2A seeding, and erosion control blanket.

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

XXXXXXXX ROAD

VILLAGE OF XXXXXXXXXXXX

At XXXXX Road

Section: XXXXXX

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the County of Cook (the "County"), a body politic and corporate of the State of Illinois, and the Village of XXXXX (the "Village"), a municipal corporation of the State of Illinois. The County and the Village are sometimes collectively referred to as the "Parties."

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorizes and encourages intergovernmental cooperation; and

WHEREAS, the County and the Village are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, the County and the Village wish to make improvements to the intersection of XXXX Road at XXXX Road; and

WHEREAS, the planned improvements include widening the intersection to provide right turn lanes along all four legs of said intersection, drainage improvements, combination curb and gutter, sidewalks, bicycle accessibility, traffic signal modernization and other attendant highway appurtenances (hereinafter called "Project") and said Project is herein designated as County Section: XXXXXXXX, and

WHEREAS, the Village has completed a Phase I Study for the Project, the County has reviewed and concurs with said Study, and the Village has received Illinois Department of Transportation approval of said Study on June 20, 2011; and

WHEREAS, the Village made efforts to apply for and procure federal funding for the Project, and without said funding the Project could not be completed; and

WHEREAS, the County has agreed to pay a share of the costs for the XXXXX Road at XXXX Road Intersection Construction Items and a share of the costs for Phase I preliminary engineering, Phase II design engineering and Phase III construction engineering for the Project; and

WHEREAS, the cost estimates for the Project are set out in the Project Funding Breakdown for the Intersection Improvements for the XXXX Road at XXXX Road Project - CMAQ dated February 27, 2012 ("Project Estimate"), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the County and the Village, by this instrument, desire to memorialize their respective obligations and responsibilities toward engineering, construction and funding of the Project as well as future maintenance responsibilities of the completed Project; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as set forth herein.

SECTION 2. TERM AND TERMINATION

This Agreement between the County and the Village shall not become effective unless authorized and executed by the Cook County Board of Commissioners and an authorized representative of the Village. This Agreement is a legal, valid and binding agreement, enforceable against the Village and, once duly authorized and executed by the Cook County Board of Commissioners, against the County, in accordance with its terms. This Agreement shall terminate upon completion of the Project.

SECTION 3. PROJECT FUNDS

- 3.1 Congestion Mitigation & Air Quality (CMAQ) Federal Funds. A maximum amount of One Million Twenty-Four Thousand Dollars (\$1,024,000.00) in Federal Funds is available toward the Phase I preliminary engineering, Phase II design engineering, right-of-way acquisition costs (as applicable), construction and construction engineering costs of the Project. The Parties agree that the amount of Federal Funds to be allocated to the Project will be eighty (80%) percent of the actual total cost of said items up to the maximum amount of said funds.
- 3.2 County's Share of the Project. The County shall pay a maximum of ten (10%) percent of the costs for the Project. The total cost to the County shall not exceed the actual total cost of the Project less the Federal and State shares of funds allocated to the Project. The County's total estimated cost for the Project is One Hundred Twenty-Three Thousand Four Hundred Seventy Dollars (\$123,470.00).
- 3.3 Village's Share of the Project. Except for costs related to Village infrastructure as provided in Section 5.1, and subject to the availability of Federal, State, and County Funding, the Village shall not incur any costs for the Project. The Village shall be responsible to apply for or otherwise procuring the necessary Federal and State funds for the remaining ten (10%) percent of Project costs.
- 3.4 Cost Estimates. The Project Estimate described in Exhibit A is only an estimate and does not limit the financial obligations of the Parties as described in 3.1, 3.2 and 3.3 above. Notwithstanding the forgoing, the County's obligation to pay for eligible items shall be based upon the actual quantities used and the contract unit prices as awarded.

SECTION 4. COUNTY'S RESPONSIBILITIES

- 4.1 Plan Review. The County shall review the Phase II design engineering plan submittals and approve same in a timely manner.

- 4.2 Right-of-Way Review. The County shall review and approve the Village's right-of-way acquisition costs, plats and legal descriptions, appraisal fees, legal fees and/or right-of-way purchase offers associated with the Project (as applicable).
- 4.3 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the Village. The County shall not cause a condition that would unreasonably delay the Final Inspection. The County shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the Village.
- 4.4 Payments to the Village. The costs that the County is obligated to pay as described in Section 3. Project Funds, shall be paid in three installments as follows:
- 4.4.1 The first installment in the amount of Sixty-Five Thousand Dollars (\$65,000.00) shall be invoiced by the Village within ninety (90) days following award of a construction contract for the Project and the County shall pay the Village within ninety (90) days of invoice by the Village.
- 4.4.2 The second installment in the amount of Thirty-Five Thousand Dollars (\$35,000.00) shall be invoiced by the Village following completion of fifty (50%) percent of the Project and the County shall pay the Village within ninety (90) days of invoice by the Village.
- 4.4.3 The remaining balance of County obligations shall be invoiced by the Village within one year of the Final Inspection and the County shall pay the Village within ninety (90) days of invoice by the Village.
- 4.5 Post-Project Maintenance. The County shall retain jurisdiction and maintenance of the portions of XXXX Road (CH XXX) improved as part of the Project.

SECTION 5. VILLAGE'S OBLIGATIONS

- 5.1 Village Infrastructure. The Village shall pay for one hundred (100%) percent of the costs for any Village infrastructure included in the Project, including design engineering, construction and construction engineering, either directly or through other funding sources; said items including but not limited to, new water main, storm sewer, sanitary sewer, etc.
- 5.2 Village as Lead Agent; Appropriation of Funds. The Village will act as Lead Agent for the Federal portion of the engineering phases of the Project and shall finance the Phase I preliminary engineering, Phase II design engineering and Phase III construction engineering costs with one hundred (100%) percent reimbursement from Federal, State and County funds.
- 5.3 Design Engineering: The Village shall conduct Phase II design engineering and prepare Project construction plans, specifications, estimates and contract documents for bidding purposes and obtain County and State of Illinois approval of final plans, specifications, estimates and contract documents.
- 5.4 Right-of-way: The Village shall acquire any right-of-way or temporary easements necessary for the Project. The purchase costs for said right-of-way acquisition shall be based upon County approved expenditures by the Village for appraisals, legal fees, and/or purchase offers.

- 5.5 Construction. The Village shall provide construction engineering and cause the Project to be built in accordance with the approved design plans, specifications and construction contract.
- 5.6 Final Inspection. The Village shall provide the County fourteen (14) days notice of the Final Inspection for the completed PROJECT.
- 5.7 County's Identifier. The Village shall reference all correspondence, plans, invoices and other documents for the Project with the County's identifier Section: XXXXXXXX.
- 5.8 Public Notification of Project. The Village shall coordinate and control public notification of the Project scope, timing and duration through its municipal newsletter, website, etc.

SECTION 6. GENERAL PROVISIONS

- 6.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 6.2 Default. The Village shall be in default hereunder in the event of a material breach by the Village of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Village has failed to cure such breach within ninety (90) days after written notice of breach is given to Village by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the Village shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the Village, the County shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days notice to the Village.

The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the County has failed to cure such breach within ninety (90) days after written notice of breach is given to the County by the Village, setting forth the nature of such breach. Upon default by the County, the Village shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days notice to the County.
- 6.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 6.4 Binding Successors. The County and the Village agree that their respective successors and assigns shall be bound by the terms of this Agreement.

- 6.5 Compliance with Highway Department Permits. This Agreement shall serve in lieu of a separate County permit for the water main, sidewalks, bike path and street lighting installed as part of the Project; and, by execution of this Agreement, the Village shall be bound to the General Terms for Highway Department Permits as they exist the date of execution of this Agreement by County.
- 6.6 Force Majeure. Neither the County nor the Village shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- 6.7 Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner such that it will not result in a delay of the Project timetable as determined by the Parties.
- 6.8 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first class mail.

TO THE COUNTY:

Mr. John Yonan, P.E.
Superintendent of Highways
Cook County Highway Department
69 West Washington, Suite 2300
Chicago, IL 60602

TO XXXXX:

Mr. xxxxxxxx, P.E.
Director of Transportation
Village of XXXXX
xxxxx Road
xxxxxx, IL 60xxx

- 6.9 Entire Agreement. This Agreement constitutes the entire agreement between the County and the Village, merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the County and the Village have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

EXECUTED BY
VILLAGE OF XXXXXXXX:

Toni Preckwinkle
President
Board of County Commissioners

XXXXXXXX
Mayor

This ___ day of _____ A.D. 2012.

This ___ day of _____ A.D. 2012.

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

(SEAL)

(SEAL)

RECOMMENDED BY:

APPROVED AS TO FORM:
Anita Alvarez, State's Attorney

Superintendent of Highways

Assistant State's Attorney

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EXHIBIT A

Project Estimate

**XXXX Road at XXXX Road Project - CMAQ
Intersection Improvements
Village of XXXX
Project Funding Breakdown**

Item	Total Estimated Cost	Actual Costs	CMAQ Funds (Federal) 80%	State (10%)	County (10%)
Phase I	\$80,000	\$59,750.59	\$47,800	\$5,975	\$5,975
Phase II	\$100,000	\$74,948	\$59,958	\$7,495	\$7,495
Phase III					
Construction Total	\$1,020,000		\$816,000	\$102,000	\$102,000
Construction Engineering	\$80,000		\$64,000	\$8,000	\$8,000
Total	\$1,280,000	\$1,234,698	\$987,758	\$123,470	\$123,470

Date: xxxxxx



Robert Kosin <rkosin@barringtonhills-il.gov>

Fwd: Meeting Summary

bcecola@barringtonhills-il.gov <bcecola@barringtonhills-il.gov>

Mon, Aug 24, 2015 at 5:58 PM

To: "Kosin, Bob" <rkosin@barringtonhills-il.gov>

Here you go

Brian D Cecola

To ensure compliance with the Open Meetings Act, elected or appointed members of the public body may reply to this message, but they should not forward it or send a copy of the reply to other members of the public body.

Begin forwarded message:

From: <tjpodgorski@cubaroads.com>

Date: July 22, 2015 at 8:07:33 AM CDT

To: "RandyMarks@cubaroads.com" <RandyMarks@cubaroads.com>

Cc: bcecola@barringtonhills-il.gov, mmclaughlin@barringtonhills-il.gov, johnh@cubaroads.com

Subject: RE: Fwd: Meeting Summary

Good Morning,

Please see the attached list of available services that the Cuba Township Road District offers.

As far as a list for cost associated with available services, we bill for time and material.

Labor cost per hour, per guy is \$36.25.

Excavator = \$200.00/Day

Bobcat = \$200.00/Day

Tree Truck = \$300.00/Day

Truck and Chipper = \$250.00/Day

The average cost to replace a 12" driveway culvert including dirt and asphalt restoration is between \$2,000.00-\$2,500.00

From: bcecola@barringtonhills-il.gov

Date: July 21, 2015, 12:26:56 PM CDT

To: "<RandyMarks@cubaroads.com>" <RandyMarks@cubaroads.com>, "johnh@cubaroads.com" <johnh@cubaroads.com>

Cc: VBH Bob Kosin <rkosin@barringtonhills-il.gov>, President Mclaughlin <mmclaughlin@barringtonhills-il.gov>, Trustee Email <bcecola@barringtonhills-il.gov>

Subject: Re: Meeting Summary

Randy,

Please forward me any billing fees for the Village of Barrington Hills for my files. I have the asphalt patching pricing, Any other work you guys do for the Village of Barrington Hills I would like to have some type of fees/charges that will be billed to the Village. Installation of signs, clean up ect..

Thank you,

Brian D Cecola
Barrington Hills Roads/Bridges Chair

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On Jul 17, 2015, at 10:54 AM, Martin McLaughlin
<mmclaughlin@barringtonhills-il.gov> wrote:

FYI..... For your agenda
----- Forwarded message -----
From: <tjpodgorski@cubaroads.com>
Date: Fri, Jul 17, 2015 at 10:48 AM
Subject: Meeting Summary
To: mmclaughlin@barringtonhills-il.gov
Cc: Randy <RandyMarks@cubaroads.com>, johnh@cubaroads.com

Good Morning,

First off, I'd like to thank you for taking the time to come in and meet with us. I just wanted to recap a few of the items that we discussed in yesterdays meeting:

1. 2" Asphalt patching remove and replace cost is \$2.45/Sq. Ft. (Additional cost for full depth patching)
2. Any driveway or cross culvert replacement we can handle in house, with no engineering needed.
3. Overhanging trees need to be trimmed back to minimize the damage to the snow plowing equipment within the village.
4. I believe we agreed that any future potholes need to be properly repaired (grind and patch) or spray patched rather than cold patched and wheel rolled.

Contact Information:

Randy Marks - Highway Commissioner - [847-951-4002](tel:847-951-4002) - randymarks@cubaroads.com
John Herrmann - Superintendent - [847-951-3470](tel:847-951-3470) - Johnh@cubaroads.com
TJ Podgorski - GIS Specialist/Project Coordinator - [224-501-0740](tel:224-501-0740) - Tjpodgorski@cubaroads.com

If you have any other questions or concerns, please feel free to give us a call.

Thank you,

TJ Podgorski

Cuba Township Road District

--

Martin J. McLaughlin - Village President
112 Algonquin Road Barrington Hills, IL 60010-5199
[847.551.3005](tel:847.551.3005) vbhil.gov

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Available Services.docx

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AVAILABLE SERVICES

Snow, ice removal, and salt spreading services

- Snow and ice removal
- Salt storage
- Salt spreading
- Snow removal - Village Hall
- Snow removal – Village streets and intersections
- Snow removal - pedestrian walkways
- Restoring damaged street shoulders, sod, turf
- Restoring damaged mailboxes, driveways, signs, streets
- Homeowners Association services available

Road Maintenance Services

- Pothole patching
- Shoulder repair
- Road resurfacing
- Crack sealing and routing
- Inspection of driveways and roads
- Animal carcass removal

Storm Water Services

- Culvert and catch basin services
- Cleaning of culverts and catch basins
- Culvert and storm drain maintenance
- Replacement of culverts and catch basins
- Ditching
- Reshaping and cleaning of road swales
- Inspection services for culverts

Roadway Sign Services

- Inspection
- Installation
- Maintenance
- Replacement of damaged signs

Forestry and Brush Services

- Forestry, brush and tree trimming services
- Roadside brush and grass cutting
- Mowing services
- Emergency tree and branch removal
- Storm clean up
- Rights of way tree and branch trimming
- Stump grinding
- Removal of diseased trees
- Mulch and firewood services
- Residential brush pick up
- Christmas tree removal

AVAILABLE SERVICE CONTINUED

Landscape Services

Village Hall, park and public property landscape maintenance
Village Hall, park and public property mowing
Village Hall, park and public property spring clean up
Village Hall, park and public property weeding of beds, edging, etc.
Seasonal flower plantings
Park landscape maintenance

Recycling Services

Recycling of electronics, old tires and paint cans

Available Services

Welding / Fabricating
Vehicle Service / Repair
Equipment Service / Repair