VILLAGE OF BARRINGTON HILLS

Roads & Bridges Committee

NOTICE OF MEETING

Thursday, January 21, 2016 ~ 4:00 pm
112 Algonquin Road

AGENDA

1. Organizational
   1.1 Call to Order
   1.2 Roll Call

2. Public Comments

3. [Vote] Minutes December 10, 2015

4. Discussion Items
   4.1 Cuba Road Bridge Update
   4.2 Winter Snow & Ice Control Update
   4.3 IL Rte. 62 Equestrian Crossings
   4.4 Brinker Road IGA
   4.5 Spring Creek/Highland IGA Res 15-40
   4.6 Adopt A Road Program Helm Road

5. Adjournment

Chairman: Brian Cecola

NOTICE AS POSTED

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

VILLAGE OF BARRINGTON HILLS
Roads & Bridges Committee
Meeting Minutes
December 10, 2015

Committee Members Present: Trustee Brian Cecola, Chair
Robert Kosin, Director of Administration
Dan Strahan, Village Engineer

1. ORGANIZATIONAL: The meeting of the Village of Barrington Hills Roads & Bridges Committee was called to order at 3:08 p.m. by Chairman Cecola.

2 PUBLIC COMMENTS: None

3 APPROVAL OF MINUTES: The minutes of the Roads & Bridges Committee Meeting of November 12, 2015 were approved as written.

4.1. CUBA ROAD BRIDGE UPDATE: Mr. Strahan noted that the bridge deck removal had been completed and excavation of the eastern foundation had begun. He described various utility coordination required to proceed with further excavation of the eastern foundation.

4.2 WINTER SNOW & ICE CONTROL UPDATE: Trustee Cecola noted that no complaints had been received following snow removal operations for the snowfall events in November. Mr. Kosin noted that invoices from Cuba Township for salt material costs incurred would be presented at the December 17th board meeting. Trustee Cecola noted that the state is opening up the bidding process for salt in McHenry County and asked if Cuba Township could participate in the bidding.

4.3 2016 ROAD PROGRAM BUDGET UPDATE: Trustee Cecola noted that the budget presented at the special Board of Trustees meeting on December 8, 2015 had been approved as submitted. Mr. Strahan noted that preparations for the 2016 Road Program would begin based on the approved budget. Mr. Kosin noted that the approved budget did not reflect the receipt of MFT funds as MFT allocations had not been received since July 2015; however, an initial allocation of approximately $10,000 had just been received. It was not known if this reflected resumption of typical monthly payments or represented a one-time payment.

4.4 BRINKER ROAD IGA: Mr. Strahan noted that to date no response has been received from the Cook County Division of Transportation and Highways regarding the draft IGA for resurfacing of Brinker Road and requested that the Village also inquire with CCDOTH. Mr. Kosin noted he would reach out to the County to inquire about this topic. In response to questions regarding membership in the Northwest Council of Mayors

5 [VOTE] 2016 MEETING SCHEDULE: Trustee Cecola noted that Roads & Bridges Committee meetings in 2016 would generally be schedule for Thursdays at 4:00 to encourage more resident participation. Mr. Strahan noted that some of the Committee meetings were scheduled shortly before the subsequent Village Board meeting, which may pose challenges if further documents need to be prepared for the Village Board. Mr. Kosin noted if action by the Roads & Bridges Committee requires additional preparation prior to the Village Board, a special meeting could be called in advance of the scheduled meeting.

Trustee Cecola noted receipt of information from McHenry County DOT that documented the financial benefits of their Adopt-a-Highway program.

6. ADJOURNMENT: The meeting was adjourned at 3:25 PM.

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MEMORANDUM

To: Robert Kosin, VBH Director of Administration
Brian Cecola, VBH Chairman Roads & Bridges

From: Dan Strahan, P.E., CFM
Gewalt Hamilton Associates (GHA)

Date: January 18, 2016

Re: Cuba Road Bridge Replacement Project
Status Update

The following is a summary of the current status of the Cuba Road Bridge project.

Excavation for Bridge Foundations
Copenhaver Construction has installed a sheet piling cofferdam and has excavated for the east bridge footings. AT&T responded to remove a pole and temporarily relocate overhead wires to facilitate continuation of this work. When excavation was completed it was found that Nicor had installed the newly relocated gas main in conflict with the footing elevation. WJE is adjusting the design of the footing to go below the bottom of the gas main, so that the gas main itself would go through the foundation wall.

ComEd has completed the design efforts to relocate the pole in conflict with the western bridge footings but has not yet provided a final schedule for this work. The intent is for ComEd to complete their work before excavation efforts move to the west side.

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MEMORANDUM

To: Robert Kosin, VBH Director of Administration
Brian Cecola, VBH Chairman Roads & Bridges

From: Daniel J. Strahan, P.E., CFM
Gewalt Hamilton Associates

Date: January 13, 2016

Re: IL 62 Equestrian Crossings

At their December 7, 2015 meeting the Equestrian Commission discussed potential options regarding the existing equestrian crossings on IL 62. Currently there are two marked crossings of IL 62, the first approximately 800' east of Bateman Road and the second approximately 3000' east of Bateman Road (see attached location map). Discussion included a number of topics to be addressed and considered by the Roads & Bridges Committee.

Rectangular Rapid Flashing Beacon (RRFB)
Members of the Equestrian Commission inquired as to whether flashing lights could be installed to warn drivers of the potential for horses to be crossing the road. Though more commonly utilized at pedestrian crossings, push-button activated RRFB systems can be utilized at equestrian crossings as well. As IL 62 is maintained by IDOT, GHA made an initial inquiry with IDOT to determine if they would consider permitting such an installation at this location. A representative of the IDOT District One responded that assuming the Village is funding the project, the only limitation IDOT has for RRFB systems is that they won't put them within 600' of a traffic signal, which would be met with this installation. If the Village were interested in such an installation IDOT would look favorably on consolidating those two crossings into one if it is possible. For reference, this type of system would be anticipated to cost approximately $40,000-$50,000.

The Equestrian Commission also mentioned an automated flashing light system that had been utilized in Wyoming. This system, described in the attached document, was utilized to alert drivers to deer entering the roadway. This system was utilized experimentally and based on the literature had mixed results. We do not anticipate IDOT giving consideration to such a system in this area as an RRFB system would be a more appropriate technology for the circumstances.

Grade Separation
The Equestrian Commission also discussed various grade separation scenarios (underpass and overpass) and who may fund such an improvement. It is anticipated that the inclusion of a pedestrian/equestrian grade separation will be a requirement if IL 62 is widened to four lanes by IDOT; however, no timetable has been established for when this may occur.

If a grade separation project of this type were pursued separately, the construction cost would likely be in the vicinity of $2.5-$3.5 million, so funding would be critical. As an example, Elk Grove Village recently completed the Busse Woods pedestrian overpass at Illinois Route 72. That project had an overall cost of $2.7 million, funded through $1.7 million in CMAQ funding, $445,000 in TCSP funding, and $520,000 in matching funds provided by the Village. Either in underpass or overpass would also require the cooperation of the adjacent property owners as the improvements would need to extend well beyond the right-of-way.

- In Washington, a system has been installed along United States Highway 395 that utilizes laser beam sensors on each side of the roadway (*10*). When the laser beam is interrupted by an animal, a solar-powered red strobe light on top of a traditional deer crossing sign (with a "When Flashing" supplementary sign) is activated (*10*).

  In the same state, along a segment of United States Highway 101, another approach to dynamic signing and sensing is also being studied (*11*). Radio collars have been attached to eight elk (within a herd of about 80 near the roadway). When any of the collars are within a quarter mile of the roadway a series of flashing lights are activated on elk crossing signs (*11*).

- In Finland, a dynamic elk warning sign and sensor system has also been installed (*10*). This approximately 800-foot project uses microwave radar sensor equipment, 16 passive infrared detectors, and a rain detector to reduce the number of false detections. Animal detections activate lighted fiber optic signs (*10*). The speed of the vehicles in the study area is also being measured.

- In Wyoming, the Flashing Light Animal Sensing Host (FLASH) system was installed along United States (U.S.) Highway 30 between Kemmerer and Cokeville (*7*). The reliability and the effectiveness of this system has been studied and documented. The details of this system, along with the results of this study, are described in the following section.

The Nugget Canyon, Wyoming Dynamic Sign and Sensor Study

The Flashing Light Animal Sensing Host (FLASH) system was installed in Nugget Canyon, Wyoming along U.S. Highway 30 (*7*). This segment of roadway crosses a mule deer migration route, and in 1989 a seven-mile eight-foot fence was erected along both sides of the roadway. A 300-foot gap, however, was left in the fence for the mule deer migration (*7*). The FLASH system was installed and tested within this 300-foot gap from December 2000 to May 2001 (*7*).

The Nugget Canyon dynamic sign and sensor system consists of a group of roadside detector sensors connected to amber flashing lights mounted on deer crossing signs (*7*). These signs are located approximately 985 feet from each end of the study area (i.e., the fence gap), and have the legend "Deer on Road when Lights are Flashing" (*7*). A total of three sensor systems have been installed to detect deer activity within the study area (*7*). These systems include a series of active (i.e., break-the-beam) infrared sensors on both sides of the roadway that, when combined with the roadside signs and flashing lights described above, represent the FLASH system (*7*). The other two deer activity sensing systems in the study area include a combination of the infrared scopes on both sides of the roadway and in-ground geophone installed on one side of the roadway (these sensors detect ground vibrations from nearby deer), and a set of microwave sensors (*7*). Infrared and low-light video cameras were also installed in December 2000, and could be used to observe almost the entire study area (*7*).

The evaluation of the FLASH system in Nugget Canyon consisted of three parts. First, the activation reliability and/or accuracy of the active infrared and the infrared scope/Geophone sensor designs were compared to the results of a video camera. Then, vehicle speeds and classifications were collected both inside and outside the study area (with loop detectors) during normal FLASH system operations (*7*). Speed measurement devices were located outside the study area (i.e., before drivers could observe the new warning sign configuration), and between the signs. Finally, the vehicle speed impacts of five different sign, flashing light, and/or deer presence situations were tested during the study time period (December 2000 to May 2001) (*7*).

The sensor accuracy test revealed a number of complications with the application of these types of systems. For example, in 30 hours of observation the FLASH infrared sensors operated correctly, but by the second month of testing the system was beginning to experience a large number of false activations. Overall, during the study time period, more than 50 percent of activations were determined to be false (*7*). These false activations, among other things, appeared to be caused by birds and snow from snowplows breaking the infrared sensor beams (*7*).

The combination of the geophone and infrared scopes appeared to be very reliable (*7*). During 30 hours of observation this system always registered an activation when a deer was present, and never registered an activation when there was no deer present (*7*). A comparison to the video camera results indicates that this level of reliability continued throughout the study time period (*7*). The system tended to overestimate the number of actual deer crossings (because it registered deer as they moved back and forth across the sensors), but it did so in a reliable and somewhat predictable manner (*7*). The researchers concluded that some form of the geophone/infrared scope sensing system had the most potential for future installations (*7*).

The second and third parts of the Nugget Canyon study evaluated the vehicle speed reduction impacts of eight different situations. The first five situations described in the following list were observed during four different two-hour time periods to evaluate the impacts of different sign, flashing light, and deer presence configurations (*7*). The final three situations represent the three combinations found to occur during the normal operation of the FLASH system (*7*). Speed data from two days that were randomly chosen from each month of the study time period were used in this analysis. All eight situations are briefly described in the following list:

1. A baseline or "expected" average vehicle speed reduction was calculated from data collected when the flashing lights on "Attention: Migratory Deer Crossing" signs were continually active.

2. The sign legend was changed to "Deer on Road When Lights are Flashing", but the flashing lights remained continually active. This allowed the quantification of the average vehicle speed reduction that might be due to the sign message change and continually flashing lights without a deer present.

3. A realistic taxidermist deer mount was added to the roadway environment. Everything stayed the same as the second situation, but a deer mount was added about 10 feet from the traveled way. This setup allowed an approximation of the average

vehicle speed reduction impacts of the system with continually flashing lights and a "deer" in the right-of-way.

4. The third situation was repeated, but the flashing lights were deactivated. The speed reduction data collected during this situation could be used to evaluate the impact of the flashing lights.

5. The second situation was repeated**,** but the flashing lights were remotely activated when the driver could observe that the system was active. This situation was evaluated to measure the vehicle speed impacts if the drivers knew the system was active.

6. The FLASH system was fully operational, and vehicle speeds were summarized and compared for those situations when the flashing lights were activated and an actual deer was present.

7. The FLASH system was fully operational, and vehicle speeds were summarized and compared for those situations when the flashing lights were not active and no actual deer was present.

8. The FLASH system was fully operational, and vehicle speeds were summarized and compared for those situations when the flashing lights were activated, but no actual deer was present (this situation represents a false activation).

The average vehicle speed reductions calculated for the eight situations described are shown in Table 4 (*7*). These results show that when the system worked as it was designed, and the lights were activated with actual deer present (Situation 6 in Table 4), drivers slowed their vehicles by a statistically significant average of 3.6 miles per hour (*7*). The data also show that the average speed reduction calculated for the situation when the lights were not flashing and no deer were present (Situation 7 in Table 4) was less then one mile per hour, but this reduction was also determined to be significant by

TABLE 4 Nugget Canyon Average Vehicle Speed Reductions (*7*)

Situation	Flashing Light Operation	Sign Legend	Actual or Decoy Deer Present?	Average Speed Reduction (miles per hour)[1]	Sample Size[2]
1	Continuous	"Attention: Migratory Deer Crossing"	No	1.2	NA
2	Continuous	"Deer on Road When Lights are Flashing"	No	2.3	NA
3	Continuous	"Deer on Road When Lights are Flashing"	Decoy Deer Present	12.3	NA
4	Deactivated	"Deer on Road When Lights are Flashing"	Decoy Deer Present	8.0	NA
5	Remotely Activated	"Deer on Road When Lights are Flashing"	No	4.7	NA
6	FLASH Sensor Activated	"Deer on Road When Lights are Flashing"	Actual Deer Present	3.6	655
7	Not Activated	"Deer on Road When Lights are Flashing"	No	0.7	8,153
8	FLASH Sensor Activated	"Deer on Road When Lights are Flashing"	No	1.4	1,965

[1]Average speed reduction is the average of the differences in measured vehicle speeds inside and outside of the study area. Average speed reduction for Situations 1 to 5 is for passenger cars only. The average speed reduction for Situations 6 to 8 is for all vehicles.
[2]NA = not available or documented.

the researchers (*7*). Finally, the average vehicle speed reduction produced by the activation of the lights when no deer were present (i.e., a false activation or Situation 8 in Table 4) was only 1.4 miles per hour (*7*). This reduction was also determined to be significantly different than zero, and was 2.2 miles per hour less than when the lights were activated with a deer present (*7*). This 2.2 mile per hour difference could be an

approximate measure of the average speed reduction due to the presence of a deer. It is much smaller, however, than the 8.0 miles per hour speed reduction data shown in Table 4 for a deactivated sign and sensor system with a deer decoy (Situation 4 in Table 4) (*7*). A comparison of the speed reduction results for the remote-control activation of the flashing lights (Situation 5 in Table 4) to those for the fully operational system (Situation 6 in Table 4) also show that the remotely activated system might be used quickly to approximate the impact of one that is fully installed and operating. The FLASH system researchers considered it unlikely that the largest vehicle speed reduction observed during the normal operation of the FLASH system (i.e., 3.6 miles per hour) would produce a reduction in DVCs.

When the sign legend and/or the flashing light characteristics were changed manually, or a roadside deer decoy was added to the study area, the data indicated that average vehicle speeds decreased much more dramatically when deer decoys were present on the roadside (*7*). In fact, the data show that the combination of the continually flashing lights and the deer decoy (Situation 3 in Table 4) produced a speed reduction of about 12 miles per hour (*7*). In addition, when the deer decoy was presented without the flashing lights (Situation 4 in Table 4), an average speed reduction of 8.0 miles per hour was calculated (*7*). These results would appear to indicate that the presence of the flashing lights may produce about a four mile per hour passenger car speed reduction impact (*7*). Finally, the change in the sign legend also appeared to approximately double (i.e., 1.2 to 2.3 miles per hour) the average vehicle speed reduction calculated, and the possible reasons for the difference in the data for the flashing lights being continuously operated (Situation 2 in Table 4) and when they were remotely activated (Situation 5 in Table 4) were not explained. All five average speed reductions are significantly different than zero, but the researchers concluded that these reductions in vehicle speed would most likely not reduce the probability of a DVC (*7*).

Conclusions

In the first two studies summarized in this document Pojar, et al. concluded that the lighted sign design improvements they proposed (See Figures 2 and 3) and evaluated did

significantly reduce average vehicle speeds. However, the outcome of a more in-depth study of the animated design (See Figure 3) did not appear to indicate that its resultant vehicle speed reduction had actually resulted in a reduction of the number of deer roadkill (i.e., DVCs) in the study area (See Table 2). However, the variability in DVCs and the factors that impact their occurrence limits the validity and transferability of the study results presented here because they are based only on 15 weeks of data.

The seasonal use of specially designed deer crossing signs was also considered in two states (See Figures 4 and 5). Researchers in Utah installed signs during the mule deer migratory season, and observed reductions in vehicle speed and DVCs. However, researchers in Michigan investigated the impact of a different deer crossing sign design that was installed during the fall months (a "high" DVC and white-tailed deer movement time period), and generally found no significant reduction in DVCs or vehicle speed. The differences in these two studies include sign design, animal species, and apparently the general ability of drivers to appropriately assess the risk of a collision at a particular time and location. In Utah the familiarity of the drivers with the distinct migratory seasons and locations of the mule deer were believed to have had an impact on the sign effectiveness. It is proposed that more consistent and incremental studies may be needed to support or refute the speed- and DVC-reduction impacts of properly installed (i.e., at "high" DVC locations) deer crossing signs for both the existing and any proposed designs. An incremental approach (e.g., first add an additional text message, then reflectorized flags, and then amber flashing lights) may be necessary to determine what changes to deer crossing signs are the most effective. The appropriate use of temporary signs is clearly less expensive then some of other potential DVC countermeasures discussed in this toolbox.

A number of dynamic sign and sensor systems are being considered or have been installed throughout the world. Several of these systems were briefly described in this summary. The recent development of these systems requires an initial evaluation and improvement of their activation reliability. One key to the successful analysis and application of these systems is the minimization of false activations. The number of false

activations should be noted in the analysis of these systems and not included in the data used to calculated average speed reductions. The presence of false activations could also cause drivers to lose confidence in the validity of the system and its intended purpose (eventually resulting in no speed reduction even when deer are actually present). The operation and effectiveness of some of the systems described in this summary are currently being studied, but only one analysis appears to have been documented at this time (*7*).

The Nugget Canyon FLASH system in Wyoming has been studied and documented (*7*). In this case, the effectiveness of the system was evaluated by comparing the average vehicle speed reduction calculated for eight different situations (See Table 4) (*7*). The researchers doing the evaluation concluded that when the system worked properly it produced a small, but statistically significant, reduction in average vehicle speeds. However, they did not believe the average speed reduction found would reduce DVCs (*7*). Reductions in average vehicle speeds were also found when the lights were continuously flashed and/or a deer decoy was introduced on the roadside. In fact, the largest average vehicle speed reduction calculated (See Table 4) was when the lights were flashing and the deer decoy was present (*7*).

A complete analysis of the benefits and costs of these systems should be considered before installation. Overall, additional evidence is also needed to evaluate whether the costs (e.g., time and money) for an improved sign design or dynamic sign and sensor system is worth the reduction in average vehicle speed that may occur. Additional research and the results from ongoing studies should help in this evaluation. The DVC reduction potential of posted speed limit reductions (which can be related to operating speed) are discussed in another section of this document.

References

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6. Rogers, E. *An Ecological Landscape Study of Deer-Vehicle Collisions in Kent County, Michigan*. Prepared for Kent County Road Commission, Grand Rapids, MI. White Water Associates, Incorporated, January 2004.

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8. Minnesota Department of Transportation. News Release: *New Deer Alert System May Lessen Motorist-Deer Collisions in Minnesota.* St. Paul, MN, June 12, 2001. Accessed at www.dot.state.mn.us in March 2002.

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11. Washington Department of Fish and Wildlife. News Release: *New Signs Flash Elk Warning to Motorists.* Olympia, WA, May 25, 2000. Accessed at www.wsdot.wa.gov in March 2002.

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MEMORANDUM

To: Brian Cecola, VBH Chairman Roads & Bridges
Robert Kosin, VBH Director of Administration

From: Daniel J. Strahan, P.E., CFM
Gewalt Hamilton Associates

Date: January 18, 2016

Re: Village of Algonquin
Highland Avenue/Spring Creek Road Project

On January 12, 2016 the Village of Algonquin approved a resolution to execute an IGA with the Village of Barrington Hills for certain roadway improvements to Spring Creek Road/Highland Avenue. Below is a recap of the terms of the IGA as well as an overview of the scope of construction.

Cost Summary
The proposed costs for the Barrington Hills portion of the project are summarized as follows in Exhibit B of the IGA:

- The federal funding secured by the Village of Algonquin is capped at $1.5 million. As the overall cost estimate is currently $3.2 million, the federal contribution is approximately 47%. The cost split proposed by Algonquin reduces the estimated construction cost of the Barrington Hills portion by 47%, from $111,000 to $58,830.
- As the Village portion for the overall project is 3.5%, the Village of Algonquin proposes that Barrington Hills contribute 3.5% of the construction engineering costs, or $8,400.
- The total Barrington Hills contribution for construction and construction engineering is $67,230. The Village of Algonquin has not requested any Barrington Hills contribution towards the Phase I or Phase II engineering costs.

Based on the plans provided the length of roadway improvements in Barrington Hills is approximately 1200'. At the unit costs for the 2015 Road Program the cost to Barrington Hills to resurface this stretch of Spring Creek Road as a separate project would be approximately $67,500, not including design and construction engineering costs.

Scope of Construction
Though not reported in the media coverage of the project, the scope of construction differs considerably in the two Villages. The scope of improvements in the Village of Algonquin portion of the project includes widening from 22' to 28', new curbing and gutters, and a storm sewer system. However, within Barrington Hills Spring Creek Road will be resurfaced, maintaining the existing 20' width.

The Highland Avenue/Spring Creek Road project is currently scheduled for construction in 2016.

2016 – R – 01

VILLAGE OF ALGONQUIN

RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village Manager is authorized to execute an Intergovernmental Agreement between the Village of Algonquin and the **Village of Barrington Hills** for the **Construction of Highland Avenue/Spring Creek Road**, attached hereto and hereby made part hereof.

DATED this 12th day of January, 2016

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

AGREEMENT
BETWEEN THE VILLAGE OF BARRINGTON HILLS
AND THE VILLAGE OF ALGONQUIN
FOR THE
CONSTRUCTION OF THE
HIGHLAND AVENUE/SPRING CREEK ROAD

THIS AGREEMENT is entered into this 19th day of November, 2015 (hereinafter referred to as "Effective Date"), by and between the Village of Algonquin, an Illinois home rule municipal corporation, (hereinafter referred to as "ALGONQUIN") and the Village of Barrington Hills, an Illinois municipal corporation, (hereinafter referred to as "BARRINGTON HILLS"); collectively, the Parties and individually, Party; and

WITNESSETH

WHEREAS, ALGONQUIN has prepared Plans, Specifications, and Estimates for the improvement of Highland Avenue/Spring Creek Road as shown on EXHIBIT A; hereinafter referred to as the IMPROVEMENT; and

WHEREAS, Spring Creek Road from the east ALGONQUIN limit is under the jurisdiction of BARRINGTON HILLS; and

WHEREAS, Highland Avenue is under the jurisdiction of ALGONQUIN; and

WHEREAS, ALGONQUIN has been awarded Surface Transportation Program (STP) Funds that will fund up to $1.5 million of the construction costs of said IMPROVEMENT; and

WHEREAS, BARRINGTON HILLS supported ALGONQUIN's preparation of the STP grant application and has reviewed and approved the Project Development Report prepared by the Village; and

WHEREAS, the IMPROVEMENT is of regional importance to vehicular and pedestrian safety, traffic operations, and mobility; and

WHEREAS, said IMPROVEMENT will be of immediate and lasting benefit to the residents of ALGONQUIN and BARRINGTON HILLS and will be permanent in nature;

WHEREAS, BARRINGTON HILLS is in agreement with ALGONQUIN's Phase I plan for the IMPROVEMENT.

WHEREAS, it is in the best interests of both ALGONQUIN and BARRINGTON HILLS to enter into this Agreement and both have authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Parties do hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

2. ALGONQUIN agrees to act as lead agency and will prepare, or cause to be prepared, all necessary work required by Federal Aid Procedures for Local Agencies for Phase I Engineering and Phase II Engineering.

3. ALGONQUIN agrees to coordinate any utility relocation necessary.

4. ALGONQUIN agrees to act as lead agency for construction and construction engineering in accordance with IDOT and Federal Aid Procedures.

5. BARRINGTON HILLS agrees to reimburse ALGONQUIN for its actual proportionate share of the local match for the IMPROVEMENT as shown in EXHIBIT B.

6. ALGONQUIN and BARRINGTON HILLS agree to maintain, or cause to be maintained, the IMPROVEMENTS within its jurisdiction at no cost to the other.

7. Each party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agents and employees, for any and all third party claims, demands, damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever, resulting from bodily injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party's officers, agents, and employees in connection with, arising out of, or related to this Agreement. Each party further agrees to mutually defend, indemnify and hold harmless the other party, its officers, agents and employees, against claims or liabilities arising out of any injury to person or property, or caused by the party's acts infringing or allegedly infringing on the proprietary rights of a third party. Nothing in this Agreement prevents either Party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both parties to this Agreement.

8. Each party shall maintain liability insurance coverage with minimum limits of $1 million which covers their respective obligations undertaken pursuant to this Agreement. Each party shall provide a certificate of insurance stating the aforementioned coverage upon request.

9. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed in any manner or form to limit the power or authority of BARRINGTON HILLS to maintain, operate, improve, construct,

re-construct, repair, build, widen, or expand any BARRINGTON HILLS road as best determined and provided by law.

10. In the performance of this Agreement, both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

    Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between ALGONQUIN and BARRINGTON HILLS.

11. It is mutually agreed by and between 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.

12. It is mutually agreed by and between 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.

13. It is mutually agreed by and between 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.

14. Neither Party shall assign this Agreement without the prior written consent of the other Party.

15. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, provided however, that neither party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.

16. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the parties hereto as follow:

    VILLAGE OF BARRINGTON HILLS
    112 Algonquin Road
    Barrington Hills, Illinois 60010-5199
    Attention: Mr. Robert Kosin
    Director of Administration

VILLAGE OF ALGONQUIN
2200 Harnish Drive
Algonquin, IL 60102-5995
Attention: Mr. Tim Schloneger
Village Manager

17. The terms of THIS AGREEMENT will be construed in accordance with the laws of Illinois. The parties agree that the venue for any dispute arising under the terms of this agreement shall be the Twenty-second Judicial Circuit, McHenry County, Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.

18. Each Person Signing below on behalf on one of the parties hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign THIS AGREEMENT on behalf of their party.

ATTEST:

Jerry Kautz, Clerk
Village of Algonquin

VILLAGE OF ALGONQUIN

Tim Schloneger, Village Manager
Village of Algonquin

ATTEST:

Anna Paul, Clerk
Village of Barrington Hills

VILLAGE OF BARRINGTON HILLS

Robert Kosin, Director of Administration
Village of Barrington Hills

Date: 12/11/15

Z:\A\AlgonquinVillageof\Intergovernmental Agreements\Barrington Hills.HighlandAveSpringCreekRd 060115.doc

EXHIBIT A: LOCATION MAP

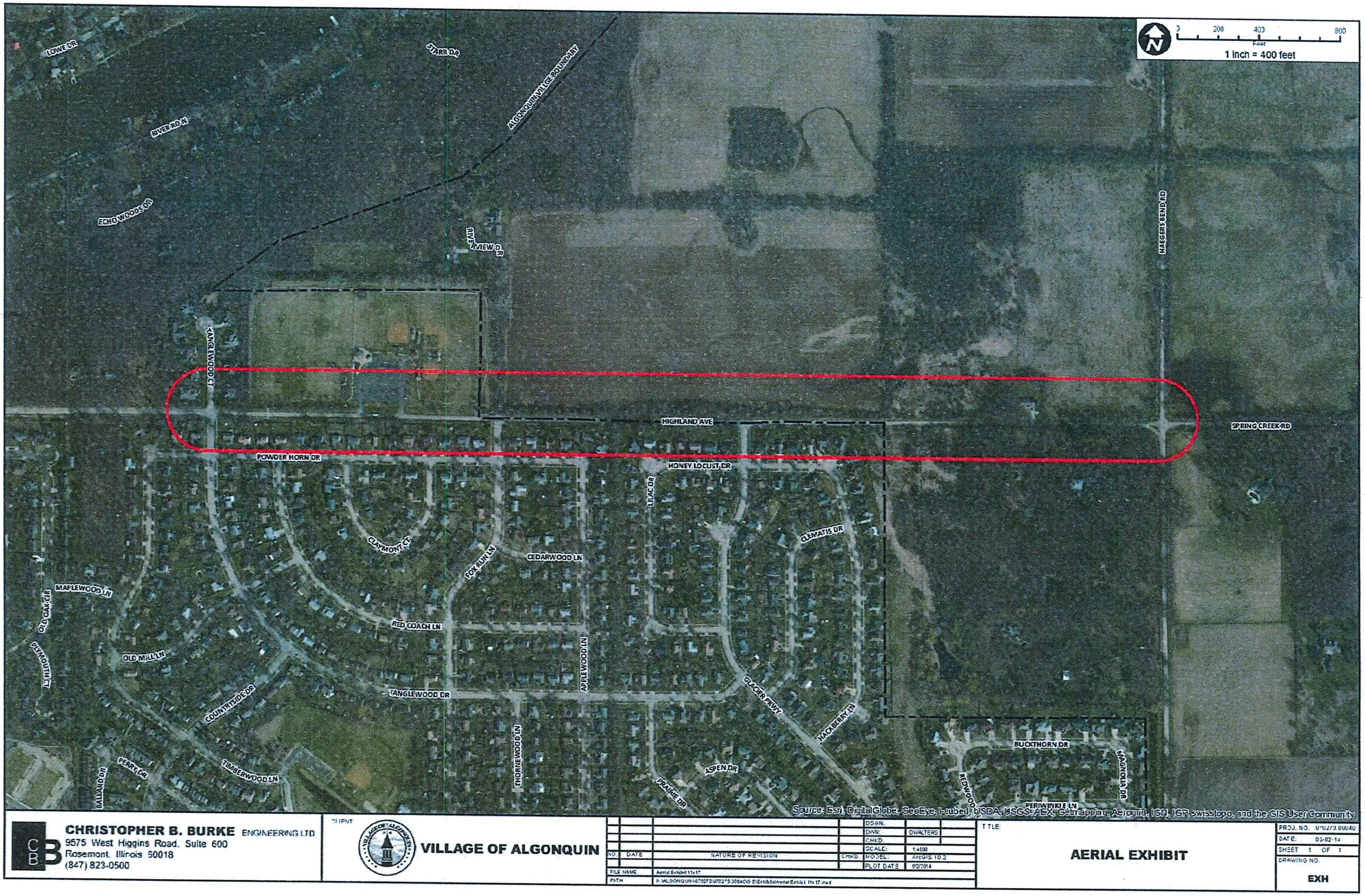

EXHIBIT B: ESTIMATED FUNDING SPLIT

	FEDERAL	VILLAGE OF ALGONQUIN	VILLAGE OF BARRINGTON HILLS	TOTAL
PHASE I ENGINEERING (2014)	$ 0	$ 86,200	$ 0	$ 86,200
PHASE II ENGINEERING (2015)	$ 0	$ 192,000	$ 0	$ 192,000
CONSTRUCTION (2015-2016)	$1,500,000	$1,641,170	$ 58,830	$3,200,000
CONSTRUCTION ENGINEERING (2015-2016)	$ 0	$ 231,600	$ 8,400	$ 240,000
TOTAL	$1,500,000	$2,150,970	$ 67,230	$3,718,200

Note: Cost Share will be redistributed based on actual bid results

1) Federal Cost
   Total Construction Cost = % Federal Participation; Village Participation is 100% Federal

2) $1,500,000
   $3,200,000 = 47%; Village % = 100% - 47% = 53%

3) Barrington Hills Total Cost x % participation = Barrington Hills cost

4) $111,000 x 0.53 = $58,830

5) $ 111,000
   $3,200,000 = 3.5%

2016 – R – 01

VILLAGE OF ALGONQUIN

RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village Manager is authorized to execute an Intergovernmental Agreement between the Village of Algonquin and the **Village of Barrington Hills** for the **Construction of Highland Avenue/Spring Creek Road**, attached hereto and hereby made part hereof.

DATED this 12th day of January, 2016

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

AGREEMENT
BETWEEN THE VILLAGE OF BARRINGTON HILLS
AND THE VILLAGE OF ALGONQUIN
FOR THE
CONSTRUCTION OF THE
HIGHLAND AVENUE/SPRING CREEK ROAD

THIS AGREEMENT is entered into this 19th day of November, 2015 (hereinafter referred to as "Effective Date"), by and between the Village of Algonquin, an Illinois home rule municipal corporation, (hereinafter referred to as "ALGONQUIN") and the Village of Barrington Hills, an Illinois municipal corporation, (hereinafter referred to as "BARRINGTON HILLS"); collectively, the Parties and individually, Party; and

WITNESSETH

WHEREAS, ALGONQUIN has prepared Plans, Specifications, and Estimates for the improvement of Highland Avenue/Spring Creek Road as shown on EXHIBIT A; hereinafter referred to as the IMPROVEMENT; and

WHEREAS, Spring Creek Road from the east ALGONQUIN limit is under the jurisdiction of BARRINGTON HILLS; and

WHEREAS, Highland Avenue is under the jurisdiction of ALGONQUIN; and

WHEREAS, ALGONQUIN has been awarded Surface Transportation Program (STP) Funds that will fund up to $1.5 million of the construction costs of said IMPROVEMENT; and

WHEREAS, BARRINGTON HILLS supported ALGONQUIN's preparation of the STP grant application and has reviewed and approved the Project Development Report prepared by the Village; and

WHEREAS, the IMPROVEMENT is of regional importance to vehicular and pedestrian safety, traffic operations, and mobility; and

WHEREAS, said IMPROVEMENT will be of immediate and lasting benefit to the residents of ALGONQUIN and BARRINGTON HILLS and will be permanent in nature;

WHEREAS, BARRINGTON HILLS is in agreement with ALGONQUIN's Phase I plan for the IMPROVEMENT.

WHEREAS, it is in the best interests of both ALGONQUIN and BARRINGTON HILLS to enter into this Agreement and both have authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Parties do hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

2. ALGONQUIN agrees to act as lead agency and will prepare, or cause to be prepared, all necessary work required by Federal Aid Procedures for Local Agencies for Phase I Engineering and Phase II Engineering.

3. ALGONQUIN agrees to coordinate any utility relocation necessary.

4. ALGONQUIN agrees to act as lead agency for construction and construction engineering in accordance with IDOT and Federal Aid Procedures.

5. BARRINGTON HILLS agrees to reimburse ALGONQUIN for its actual proportionate share of the local match for the IMPROVEMENT as shown in EXHIBIT B.

6. ALGONQUIN and BARRINGTON HILLS agree to maintain, or cause to be maintained, the IMPROVEMENTS within its jurisdiction at no cost to the other.

7. Each party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agents and employees, for any and all third party claims, demands, damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever, resulting from bodily injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party's officers, agents, and employees in connection with, arising out of, or related to this Agreement. Each party further agrees to mutually defend, indemnify and hold harmless the other party, its officers, agents and employees, against claims or liabilities arising out of any injury to person or property, or caused by the party's acts infringing or allegedly infringing on the proprietary rights of a third party. Nothing in this Agreement prevents either Party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both parties to this Agreement.

8. Each party shall maintain liability insurance coverage with minimum limits of $1 million which covers their respective obligations undertaken pursuant to this Agreement. Each party shall provide a certificate of insurance stating the aforementioned coverage upon request.

9. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed in any manner or form to limit the power or authority of BARRINGTON HILLS to maintain, operate, improve, construct,

re-construct, repair, build, widen, or expand any BARRINGTON HILLS road as best determined and provided by law.

10. In the performance of this Agreement, both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

    Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between ALGONQUIN and BARRINGTON HILLS.

11. It is mutually agreed by and between 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.

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Jerry Kautz, Clerk
Village of Algonquin

VILLAGE OF ALGONQUIN

Tim Schloneger, Village Manager
Village of Algonquin

ATTEST:

Anna Paul, Clerk
Village of Barrington Hills

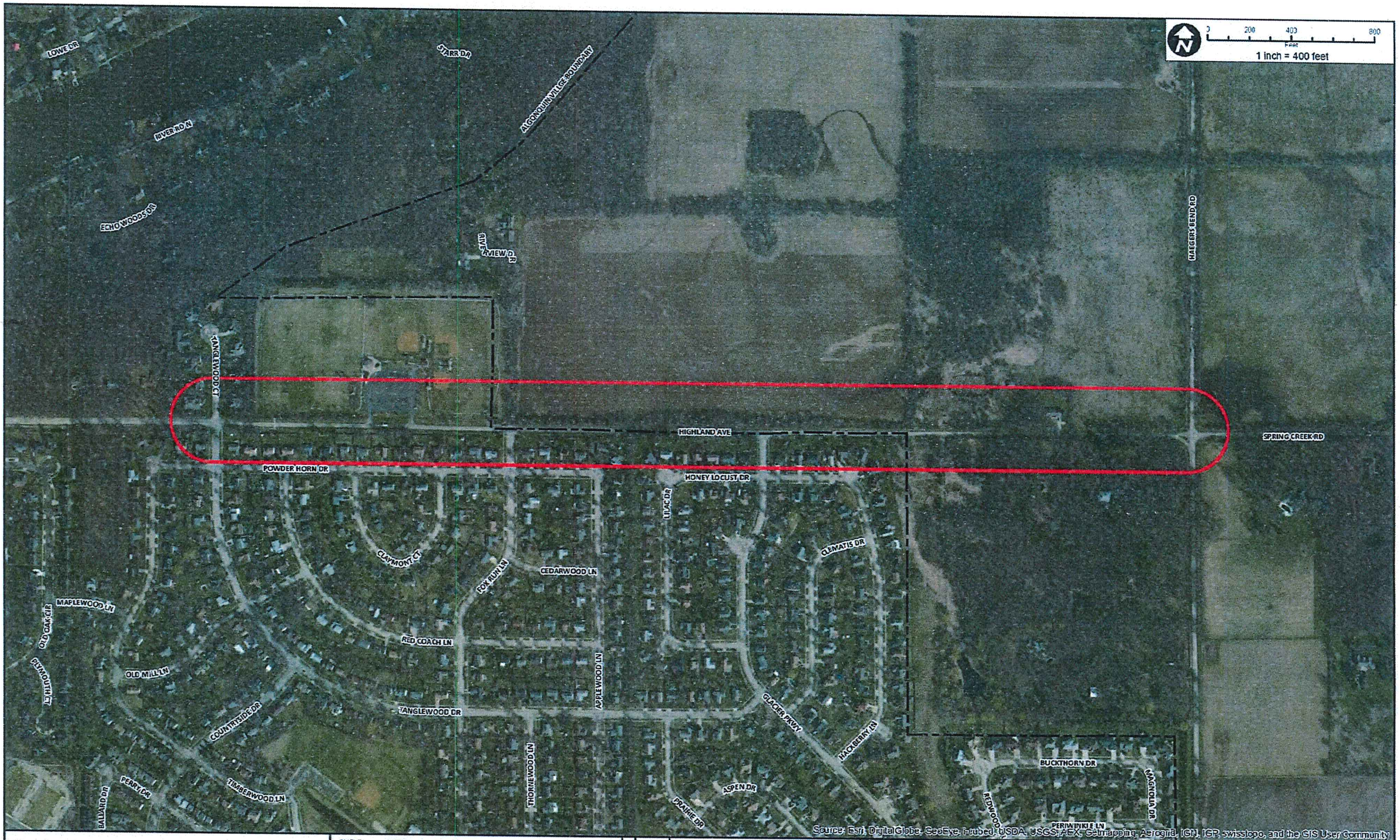
VILLAGE OF BARRINGTON HILLS

Robert Kosin, Director of Administration
Village of Barrington Hills

Date: 12/11/15

Z:\A\AlgonquinVillageof\Intergovernmental Agreements\Barrington Hills.HighlandAveSpringCreekRd 060115.doc

EXHIBIT A: LOCATION MAP



0 200 400 800
Feet
1 inch = 400 feet
LOWE DR
STARR DR
RIVER RD N
ECHO WOODS DR
ALGONQUIN VILLAGE BOUNDARY
RIVERVIEW DR
HAEGERS BEND RD
TANGLEWOOD CT
HIGHLAND AVE
SPRING CREEK RD
POWDER HORN DR
HONEY LOCUST DR
LILAC DR
CLEMATIS DR
CLAYMONT CT
CEDARWOOD LN
FOX RUN LN
MAPLEWOOD LN
OLD OAK CIR
PLYMOUTH CT
RED COACH LN
APPLEWOOD LN
OLD MILL LN
TANGLEWOOD DR
GLACIER PKWY
HACKBERRY LN
COUNTRYSIDE DR
THORNEWOOD LN
BUCKTHORN DR
MAGNOLIA DR
REDWOOD
PERIWINKLE LN
ASPEN DR
PRAIRIE DR
TIMBERWOOD LN
PERRY DR
BALLARD DR
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

CHRISTOPHER B. BURKE ENGINEERING LTD
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:
VILLAGE OF ALGONQUIN

NO.	DATE	NATURE OF REVISION		
			DSGN.	
			DWN.	DWALTERS
			CHKD.	
			SCALE:	1:4800
		CHKD.	MODEL:	ArcGIS 10.2
			PLOT DATE	9/2/2014
FILE NAME	Aerial Exhibit 11x17			
PATH	[illegible]			

TITLE:
AERIAL EXHIBIT

PROJ. NO.	070273.00040
DATE:	05-02-14
SHEET	1 OF 1
DRAWING NO.	EXH

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3) Barrington Hills Total Cost x % participation = Barrington Hills cost

4) $111,000 x 0.53 = $58,830

5) $ 111,000
   $3,200,000 = 3.5%

Robert Kosin <rkosin@barringtonhills-il.gov>

Adopt-A-Road - Helm - Need Response

Darla Stieper <dstieper@ccactuaries.org> Fri, Jan 15, 2016 at 11:44 AM
To: Paul Rudnicki <paulrudnicki@gmail.com>, Morgan Nichols <mn@torreygray.com>, Neil Fern <neildfern@yahoo.com>
Cc: "david@stieperlaw.com" <david@stieperlaw.com>, "rkosin@barringtonhills-il.gov" <rkosin@barringtonhills-il.gov>

Hi Paul,

Congratulations! Please see attach and below. I am very happy for Countryside's Pack 187 Cub Scouts.

Please let me know if you need anything from us. THANK YOU, Mr. Kosin and all the Board of Trustees for making this happen.

Regards,

Darla M. Stieper

Membership and CE Administrative Support
Conference of Consulting Actuaries

3880 Salem Lake Drive, Suite H, Long Grove, IL 60047-5292

847-719-6500 | dstieper@ccactuaries.org | www.ccactuaries.org | @CCActuaries

From: Robert Kosin [mailto:rkosin@barringtonhills-il.gov]
Sent: Friday, January 15, 2016 11:34 AM
To: Darla Stieper
Cc: Village Clerk
Subject: Re: Adopt-A-Road - Helm

Congratulations and it should be no surprise that both the Adopt the Road program was approved and those involved with Helm Road are the first to express interest in the program

Attached is the Village Resolution 15-39 that establishes the Adopt the road Program and by copy the Village Clerk will send you the application process.

All in all it should be in effect for Helm Road by Spring and maybe a sign available for presentation at the either the next Blue & Gold or Court of Honor. Please share those dates with us.

On Fri, Jan 15, 2016 at 11:10 AM, Darla Stieper <dstieper@ccactuaries.org> wrote:

Hi Bob,

Hope your new year is off to a good start! I was wondering if things were moving along for Helm Road to be adopted by the scouts.

Would you please let me know and I appreciate all your help in this matter.

Regards,

Darla M. Stieper

Membership and CE Administrative Support
Conference of Consulting Actuaries

3880 Salem Lake Drive, Suite H, Long Grove, IL 60047-5292

847-719-6500 | dstieper@ccactuaries.org | www.ccactuaries.org | @CCActuaries

--

Robert Kosin

Village of Barrington Hills
112 Algonquin Rd, Barrington Hills, IL 60010-5199
847.551.3000 | BarringtonHills-il.gov

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.

Res_15_39.pdf
289K

A RESOLUTION TO ADOPT THE ILLINOIS ADOPT-A-HIGHWAY ACT AND TO SET FORTH VILLAGE REQUIREMENTS ALLOWING LOCAL GROUPS TO ADOPT VILLAGE HIGHWAYS

WHEREAS, the Village of Barrington Hills ("Village") is a home-rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

WHEREAS, the State of Illinois has enacted the Illinois Adopt-A-Highway Act, as set forth in the 605 ILCS 120/1 *et seq.* (Act)*;* and

WHEREAS, the Act allows private citizens to support local governments' anti-litter efforts by allowing groups to adopt sections of highway for the purpose of litter collection; and

WHEREAS, in support of such activities, the Village has determined to adopt the Act, and authorize the terms and conditions on which local citizens and groups can assist the Village in its little collection activities through adoption of Village Highways; and

WHEREAS, the Agreement for such purpose is attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, certain costs may be associated with commencement of the Adopt-A-Highway Program, and staff is hereby directed to analyze said costs and to include this program in budget analysis currently underway.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President and Board of Trustees hereby agree to adoption of the Illinois Adopt-A-Highway Act, and the program specifications as set forth in Exhibit 1.

SECTION THREE: The Village Staff is hereby directed to analyze the cost of such program to the Village and to include such costs in financial preparations for the 2016 fiscal year so that the Program can be fully implemented to the benefit of the Village and its residents.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

Ayes: 6 Nays: 0 Absent: 1

PASSED AND APPROVED by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 19th day of November, 2015.

APPROVED:

Village President

ATTEST:

Village Clerk