

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 litter 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: Nays: Absent:

PASSED AND APPROVED by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 26th day of October, 2015.

APPROVED:

ATTEST:

Village President

Village Clerk

**VILLAGE OF BARRINGTON HILLS
ADOPT-A-HIGHWAY PROGRAM AGREEMENT**

THIS AGREEMENT entered into this _____ day of _____, 20_____, by and between the Village of Barrington Hills, Illinois, hereinafter referred to as the “Village,” and _____, a(n) _____ having the address of _____ hereinafter referred to as the “GROUP.”

WITNESSETH

WHEREAS, the Illinois Adopt-A- Highway Act, 605 ILCS 120/1, et seq., (“Act”), allows private citizens to support municipal, township, and county anti-litter efforts by allowing groups to adopt a section of highway for the purpose of litter collection; and

WHEREAS, the Act sets forth the procedures and responsibilities of both the private interests and units of local government, and is adopted by reference herein; and

WHEREAS, the Village, to aid and assist in the removal of litter and to improve Village roadside environments, has adopted Resolution No. _____, “A Resolution Adopting Illinois’ Adopt-A-Highway Act,” in accordance with and in compliance with the Act. Said Resolution by reference herein is hereby made a part hereof; and

WHEREAS, the Group desires to participate in the Village’s Adopt-A-Highway Program by adopting Section _____ of _____ (Village Highway _____) a distance of approximately _____ feet (_____ miles). The Adopted Section of Village Highway is depicted in EXHIBIT A, attached hereto and hereby made a part hereof; and

WHEREAS, the litter collection efforts on the Adopted Section of Village Highway will be of immediate benefit to residents of the Village and assists in creating a litter free roadside environment; and

WHEREAS, the following definitions shall apply to this Agreement:

- “Group” means members or employees of civic or not-for-profit organizations, and commercial or private enterprises, who have requested to participate, or are participating in, an Adopt-A-Highway program.
- “Litter” means any unsightly or offensive matter that may include, but is not limited to, disposable packaging, containers, cans, bottles, paper, ashes, and cigar and cigarette butts. Litter does not include hazardous, heavy, large items, or carcasses.
- “Group coordinator” means the individual selected by a group to serve as its liaison with a sponsoring jurisdiction.
- “Group president” means the individual who is the recognized leader, president, or chairman for a group.
- “Adopted Section” means a length of municipal, township, county, or State right-of-way

identified by the sponsoring jurisdiction as a safe, adoptable section of right-of-way for adoption by a group. Sections of rights-of-way may be determined inappropriate for adoption for safety reasons. No interstate highway shall be an adopted section.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Village and the Group hereto mutually agree as follows:

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. The Group agrees and hereby acknowledges the hazardous nature of the work involved in adopting a section of Village Highway and participating in the Village's Adopt-A- Highway Program.
3. The Group agrees to comply with and adhere to the conditions, terms, requirements, provisions, and responsibilities as set forth in the Illinois Adopt-A-Highway Act, the Village's Adopt-A-Highway Resolution, and Exhibit B, attached hereto and hereby made a part hereof.
4. The Group agrees that in the event of its failure to comply with all conditions, terms, requirements, provisions, and responsibilities as set forth in this Agreement, the Village shall have the right to suspend or terminate this Agreement.
5. The Group agrees that the participating members of the Group are and shall be jointly and severally bound by the conditions, terms, requirements, provisions, and responsibilities of this Agreement.
6. The Group agrees that its involvement, participation, and activities as contemplated in this Agreement shall not be subcontracted, assigned, or transferred, in any manner or form, to any other group, private citizen, civic organization, not-for-profit organization, commercial enterprise or private enterprise.
7. The Group agrees to indemnify, defend and hold harmless the Village, its elected officials, its duly appointed officials, agents, employees, and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands arising from and relating to the Group's involvement, participation and activities as contemplated in this Agreement except for the negligent acts of the Village and its agents or employees.
8. The Group agrees that its members, volunteers and participants or the volunteers' agents or representatives shall assume all liability for and hold the State of Illinois and its agents or employees harmless from any and all claims of action resulting from the Group's volunteers or agents work in the Program, except for the negligent acts of the State of Illinois and the State's agents or employees.
9. The Village agrees to comply with and adhere to the conditions, requirements, and provisions as set forth in Exhibit C, attached hereto and hereby made a part hereof.
10. The Group shall distribute to all volunteers the Safety Program information as set forth in Exhibit D, attached hereto and hereby made a part hereof.
11. The following provisions are mutually agreed by and between the parties hereto:
 - a) The Group may terminate this Agreement by providing a thirty (30) day written notification to the Village, c/o its Director of Administration.

- b) This Agreement shall not be construed, in any manner, or form, to limit, diminish, or alter the power or authority of the Village to maintain, operate, improve, construct, reconstruct, repair, widen or expand and Village Highways as best determined as provided by law.
 - c) Nothing contained in this Agreement is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the Group (including its officers, employees, members, and agents), the agent, representative or employee of the Village for any purpose, or in any manner, whatsoever. The Group is to be and shall remain independent of the Village with respect to all provisions of this Agreement.
 - d) The provisions of this Agreement are severable. If any provision, condition, requirement 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.
 - e) The agreement of the parties hereto is contained herein and 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.
12. Any suit commenced pursuant to this Agreement shall be brought in the Cook County Circuit Court, Cook County, Illinois.
13. This Agreement shall remain in full force and effect for the time period beginning on _____, 20____ and ending on _____, 20_____.

_____ (GROUP)

Attest

By: _____

By: _____

Its: _____

Date: _____

Its: _____

VILLAGE OF BARRINGTON HILLS

Attest

By: _____

By: _____

Its: _____

Date: _____

Its

EXHIBIT A
HIGHWAY LOCATION

Description of Highway Adopted:

EXHIBIT B

THE GROUP CONDITIONS, TERMS, REQUIREMENTS, PROVISIONS AND RESPONSIBILITIES

The Group and all its participating volunteers, employees, agents, representatives and members shall comply with and adhere to the following conditions, terms, requirements, provisions and responsibilities as they relate to the VILLAGE OF BARRINGTON HILL'S ADOPT-A-HIGHWAY PROGRAM. These conditions, terms, requirements, provisions and responsibilities are in addition to those set forth in the Agreement attached hereto and by reference herein, hereby made a part hereof.

The Group agrees to:

1. obey and abide by all laws, regulations and directions relating to safety and any other terms required by the Village or the Village's Director of Administrator of his designee.
2. provide one (1) adult supervisor over the age of twenty-one (21) for every five (5) youths under the age of eighteen (18) present on the Adopted Section of Village Highway.
3. not allow or permit a person under the age of ten (10) to be a participating member of the Group who would be volunteering for the purpose of litter collection.
4. require all participating Group members to attend at least one (1) safety meeting conducted by the Group before participating in any litter collection along the Adopted Section of Village Highway.
5. require the Group coordinator, or designee, to conduct Group safety meetings and to receive safety training as required by the Village.
6. conduct pre-pickup safety talks with all members or volunteers who will be participating in the litter collection.
7. use all safety materials and information provided by the Village. All safety materials provided to the Group shall be signed out by the Group and returned within one (1) week after litter collection. Any items not returned shall be invoiced to the Group based on the actual cost to the Village.
8. adopt a section of Village Highway for a minimum of two (2) years.
9. collect litter along the Adopted Section Village Highway at least four (4) times a year.
10. Provide notice to the Village, no less than fourteen (14) days prior to the determined litter collection date.
11. perform litter collection between the hours of 8:00 A.M. and 4:00 P.M.
12. be responsible for requiring all participating volunteers and members to wear all safety apparel, including but not limited to safety vests, as provided by the Village during all litter collection activities and at times when the participating volunteers and members are on or within the right of-way of the Adopted Section of Village Highway.
13. be responsible for prohibiting participating volunteers and members from possessing, consuming or being under the influence of alcohol or drugs during litter collection while on the Adopted Section of Village Highway.

14. maintain a first-aid kit and an adequate supply of drinking water while participating volunteers and members are performing litter collection on the Adopted Section of Village Highway.
15. educate its participating volunteers and members as to how to respond to emergencies, how to contact emergency help and to know the nearest location of all emergency facilities.
16. be aware of any physical maladies or impairments of its participating volunteers and members and not to allow the participation of volunteers and members if their health would be endangered by litter collection activities.
17. arrange to pick-up "Crew Working" signs from the Village or their designee at least one day before the dates of litter collection. If on a weekend, all signs and materials must be picked up the Friday before the litter collection. "Crew Working" signs must be returned to the Village within one (1) week of litter collection.
18. place all litter in the trash bags provided by the Village.
19. place filled or partially filled trash bags and receptacles at such locations as specified by the Village. Placement shall not obstruct or hinder the flow of surface drainage water, obstruct sight lines of intersecting streets, highway or access drives or obscure any roadway signs or traffic signals.
20. not remove, or cause to be removed, any filled or partially filled trash bags and receptacles from the right-of-way of the Adopted Section of Village Highway. Recycling is encouraged and as such, recyclable materials may be removed provided proper disposal is used.
21. upon arrival at the Adopted Section of Village Highway, immediately display the "Crew Working" signs at each beginning of the Adopted Section of Village Highway. The "Crew Working" signs shall remain on display for the entire time the Group's participating volunteers and members are on the Adopted Section of Village Highway. Upon completion of the litter collection and immediately prior to leaving the Adopted Section of Village Highway, the safety signs shall be removed and returned to the Village.
22. collect litter on one (1) side of the Adopted Section of Village Highway at a time. Collection activities shall be conducted in such a manner that participating volunteers and members shall be facing oncoming traffic.
23. make every effort to minimize the number of vehicles transporting participating volunteers and members to the Adopted Section of Village Highway. Vehicles shall be parked on the same side of the roadway as the participating volunteers and members are on, if feasible. If no available safe parking, volunteers shall park at the nearest side street on the same side of the highway where litter collection will occur. Vehicles shall not be parked on or within any roadway pavement, on or within medians, along curves, on bridge decks or near or under overpasses and shall be parked in such a manner as to not interfere with vehicles traveling on the pavement, cause a safety hazard, block side streets, access drives or intersecting highways or inhibit or diminish sight visibility at corners and of highway signs.
24. educate its participating volunteers and members to avoid and keep a safe distance away from the roadway pavement, guardrail, culverts, inlets, drainage pipes, concrete walls, bridges, traffic signals and any other areas of potential hazards within the right-of-way of the Adopted Section of Village Highway.
25. instruct its participating volunteers and members to never cross over or pick-up litter on the roadway pavement.

26. instruct and ensure that its participating volunteers and members are properly attired for litter collection. Proper attire shall include the wearing of safety apparel and should also include brightly colored clothing, long sleeves, long pants, leather shoes or boots, gloves and proper outerwear for existing weather conditions.
27. instruct its participating volunteers and members to avoid contact with poisonous plants, stinging insects and animals.
28. instruct its participating volunteers and members to refrain from horseplay, demonstrations or any other activity not related to litter collection activities.
29. avoid and maintain a safe distance from any area of the Adopted Section of Village Highway under construction or where construction activities are underway.
30. not go onto private property which adjoins the right-of-way of the Adopted Section of Village Highway.
31. avoid potentially hazardous items which include, but are not limited to, old car batteries, animal carcasses, heavy or large items, hazardous materials and any other unidentified questionable items. In the event these items are present on the Adopted Section of Village Highway, the Group shall notify the Village, as soon as possible.
32. instruct participating volunteers and members to handle broken glass, sharp objects and other like items with extreme care and to avoid kneeling, falling or stepping on such items. Care should be taken to never attempt to compact litter in the trash bags and receptacles.
33. not subcontract or assign duties or responsibilities to any other group or organization.

EXHIBIT C

VILLAGE'S CONDITIONS, TERMS, REQUIREMENTS, PROVISIONS AND RESPONSIBILITIES

The Village agrees to the following conditions, terms, requirements, provisions and responsibilities as they relate to the Village of Barrington Hills' Adopt-A-Highway Program. These conditions, terms, requirements, provisions and responsibilities are in addition to those set forth in the Agreement attached hereto and by reference herein, hereby made a part hereof.

The Village agrees:

1. to determine the specific section of right-of-way that is adopted.
2. to erect the appropriate signs at the beginning of each Adopted Section of Village Highway for each direction of travel. Said signs shall include the Group's name and shall comply with the provisions of the Village's Adopt-A-Highway Resolution and the requirements set forth in the Illinois Manual On Uniform Traffic Control Devices For Streets And Highways, the most recent edition.
3. to provide the Group with litter collection bags.
4. To provide "Crew Working" signs for use during litter collection.
5. that, upon the first day of business following the litter collection date, the Village shall remove filled trash bags from the Adopted Section of Village Highway or as soon as practical after the litter collection and before the holiday.
6. that it shall provide the safety training program literature upon request.

EXHIBIT D

SAFETY PROGRAM – CLEAN UP CREW

1. During collection, volunteers shall not wear headphones for any purpose
2. Participants shall wear safety vests over regular clothing.
3. Participants shall wear protective clothing - boots, gloves
4. No participant vehicle shall follow on the roadway. Cars must park three (3) feet from the edge of pavement, parallel if no curb.
5. No batteries, heavy objects or road kill are to be picked up by volunteers. Rather, the area shall be marked, and the village notified as to the location of these items.
6. The plastic bags provided by the group are to be used. When these are full, left off the side of road on the back slope to be picked up by the village.
7. A first-aid kit will be provided by the group and should be with the group leader at all times.
8. No one under the age of ten (10) is to participate in litter collection. There is to be one group leader with every five (5) volunteers under the age of eighteen (18). Caution should be considered at all times for the safety of volunteers. No horseplay or poor conduct should be allowed.