

A RESOLUTION APPROVING THE EXECUTION OF AN INTERGOVERNMENT AGREEMENT WITH THE VILLAGE OF ALGONQUIN FOR THE CONSTRUCTION OF THE HIGHLAND AVENUE/SPRING CREEK ROAD

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 Village has conferred with the Village of Algonquin (“Algonquin”) concerning the construction of the Highland Avenue/Spring Creek Road, which rights of way are under the jurisdiction respectively of the Village and of Algonquin; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1, et seq., authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the Village and Algonquin are Illinois units of local government; and

WHEREAS, the Village and Algonquin have determined to undertake the improvement of Highland Avenue/Spring Creek Road, which improvement is of regional importance to vehicular and pedestrian safety, traffic operations, and mobility, and the improvement will also be of immediate and lasting benefit to the residents of the Village and of Algonquin; and

WHEREAS, the Village’s share of the cost of the planned improvement is Sixty Seven Thousand, Two Hundred and Thirty Dollars (\$67,230.00), which funds will be properly budgeted to pay the Village’s share of the cost as required; and

WHEREAS, the Village and Algonquin have determined to set forth their agreement relative to the construction of the Highland Avenue/Spring Creek Road in the Intergovernmental Agreement, attached hereto and incorporated herein by reference as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of

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

THIS AGREEMENT entered into this ____ day of _____ A.D. 2015 and between the Village of Barrington Hills, an Illinois Municipal Corporation, acting by and through its Board of Trustees, hereinafter referred to as BARRINGTON HILLS, and the VILLAGE OF ALGONQUIN, an Illinois Municipal Corporation, acting by and through its Mayor and Village Board, hereinafter referred to as the VILLAGE.

WITNESSETH

WHEREAS, the VILLAGE 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 VILLAGE limit is under the jurisdiction of BARRINGTON HILLS; and

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

WHEREAS, the VILLAGE 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, 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 the VILLAGE and BARRINGTON HILLS and will be permanent in nature;

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, BARRINGTON HILLS and the VILLAGE hereto mutually agree as follows:

1. The VILLAGE 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.
2. The VILLAGE agrees to coordinate any utility relocation necessary.

3. The VILLAGE agrees to act as lead agency for construction and construction engineering in accordance with IDOT and Federal Aid Procedures.
4. BARRINGTON HILLS agrees to reimburse the VILLAGE for its actual proportionate share of the local match for the IMPROVEMENT as shown in EXHIBIT B.
5. The VILLAGE and BARRINGTON HILLS agree to maintain, or cause to be maintained, the IMPROVEMENTS within its jurisdiction at no cost to the other.
6. BARRINGTON HILLS 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 the actions of the VILLAGE as provided by Illinois Law.
7. The VILLAGE agrees to indemnify, defend, and hold harmless the COUNTY, 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 the actions of BARRINGTON HILLS as provided by Illinois Law.
8. 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.
9. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended nor 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 VILLAGE (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of BARRINGTON HILLS for any purpose, or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of BARRINGTON HILLS with respect to all services performed under THIS AGREEMENT.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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

15. 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.
16. 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:

VILLAGE OF ALGONQUIN

Jerry Kautz, Clerk
Village of Algonquin

Tim Schloneger, Village Manager
Village of Algonquin

ATTEST:

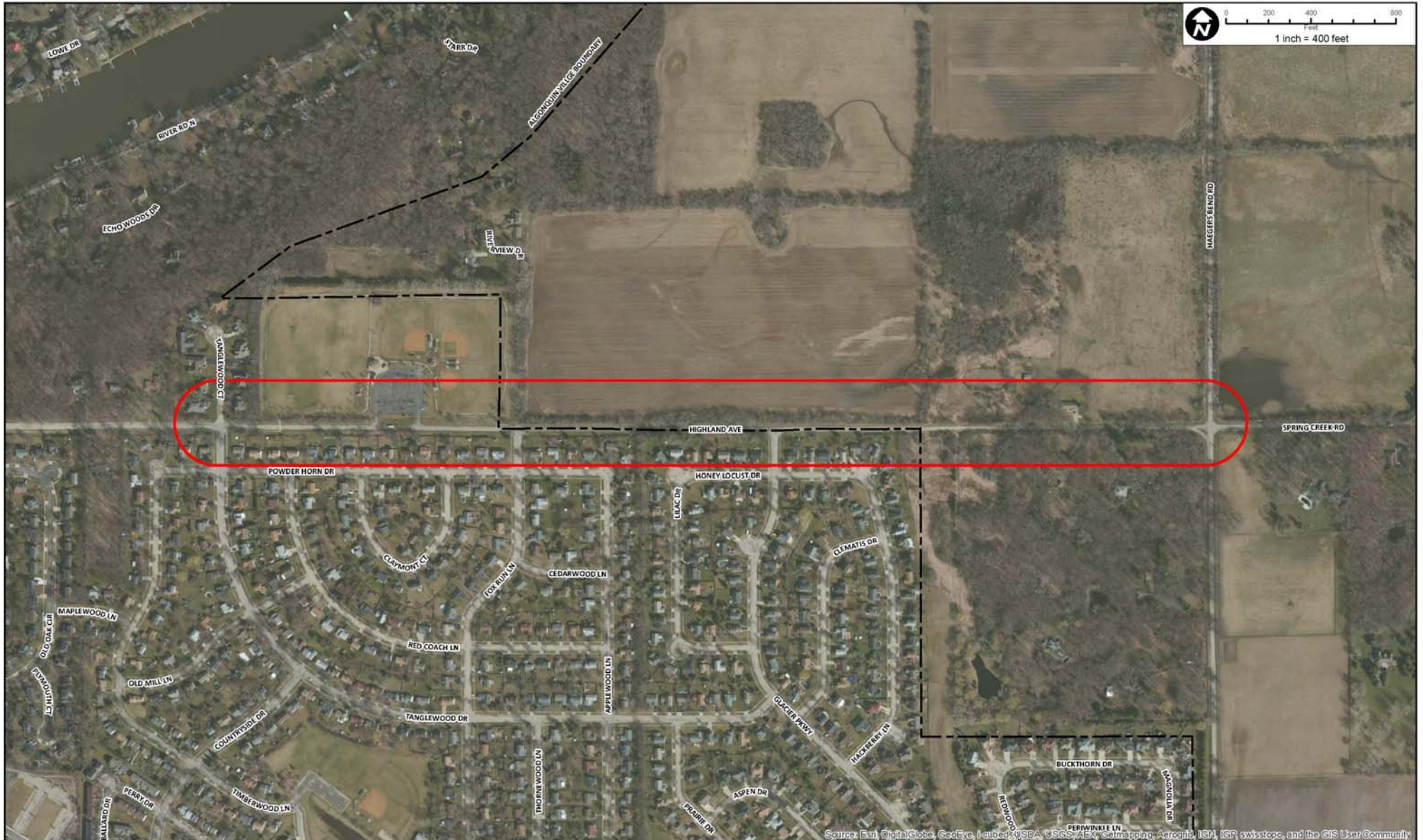
VILLAGE OF BARRINGTON HILLS

Anna Paul, Deputy Clerk
Village of Barrington Hills

Robert Kosin, Director of Administration
Village of Barrington Hills

Date: _____

EXHIBIT A: LOCATION MAP



CHRISTOPHER B. BURKE ENGINEERING LTD. 9575 West Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500	CLIENT: VILLAGE OF ALGONQUIN	DESIGN: [] DRAWN: [] CHECKED: [] SCALE: 1/4" = 400' CDSK: [] PLOT DATE: 10/20/14	TITLE:	PROJ. NO: 076273.00040 DATE: 05-02-14 SHEET: 1 OF 1 DRAWING NO: EXH
		FILE NAME: Aerial Exhibit 11x17 PATH: N:\ALGONQUIN\076273\076273.00040\08\Aerial Exhibit 11x17.mxd	AERIAL EXHIBIT	

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%

Resolution 15 -

the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as a Home Rule Municipality the following;

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

SECTION TWO: The Village President is authorized to execute, on behalf of the Village, the Intergovernmental Agreement with the Village of Algonquin, as attached hereto as Exhibit A, by affixing his signature thereto, and the Village Clerk is similarly authorized to attest to the signature of the President as an act on behalf of the Village.

SECTION THREE: Upon execution of the Intergovernmental Agreement, staff and appointed representatives of the Village are authorized to take all actions requisite for the Village's compliance with its obligations set forth in Exhibit A.

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 28th day of September, 2015.

APPROVED:

ATTEST:

Village President

Village Clerk