

Memo

To: Trustee Meroni
From: Robert Kosin
CC: Board of Trustees, Village President
Date: November 18, 2013
Re: Cuba Township IGA Ice and Snow Removal

The Cuba Township Highway Department has proposed a replacement of the existing IGA for snow plowing services with the Village of Barrington Hill. The proposed agreement has the following changes and provisions of note

The Agreement has a finite term to May 15, 2017.

The fee for services for Winter 2013 remain the same amount as Winter 2012 being six equal payments in the amount of \$146,749.08.

Material used for salt control is billed separately.

The costs for services will increase 3% each year.

Both the Village and the District will provide liability insurance for the other party.

The District has provided a list of available services.

The Village has relied on the Cuba Township Road District for snow plowing services since 2007.

A resolution has been prepared to accept the snow plowing services from Cuba Township Road District.

**RESOLUTION AUTHORIZING AND APPROVING AN
INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE SNOW
REMOVAL AND ICE CONTROL BY AND BETWEEN THE VILLAGE OF
BARRINGTON HILLS AND THE TOWNSHIP OF CUBA ROAD DISTRICT**

WHEREAS, the Village of Barrington Hills (“Barrington Hills”) located in the Counties of Cook, Kane, Lake and McHenry in the State of Illinois, is a home rule municipality; and

WHEREAS, the Township of Cuba Road District (“Cuba”) is an Illinois body politic; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois provides authority for units of local governmental to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (the “Act”), 5 ILCS 220/5, provides that units of local government are authorized “to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform...except...where specifically and expressly prohibited by law”; and

WHEREAS, the President and Board of Trustees of the Village of Barrington Hills deem it advisable, necessary, appropriate, and in the public interest and find that it would best serve the public and corporate purposes for which the Village of Barrington Hills is organized for this Village to enter into an Intergovernmental Agreement with Cuba for the provision of snow removal and ice control of Village controlled streets and rights of way on substantially the terms and conditions set forth in the Agreement, a copy of which is attached hereto and expressly made a part hereof as Exhibit A.

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 in the State of Illinois, a home rule municipality as follows:

Section 1: Recitals. The foregoing recitals are hereby incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2: Authorization. Under authority vested in the President and Board of Trustees of the Village of Barrington Hills pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and the ordinances of the Village of Barrington Hills, the President and Board of Trustees hereby authorize and approve the execution of the Intergovernmental Agreement substantially in the form attached hereto and made part hereof as Exhibit A.

Section 3: Execution and Delivery. The President and Village Clerk of the Village of Barrington Hills are hereby authorized and directed to execute and deliver to all of the other parties, an Intergovernmental Agreement substantially in the form of Exhibit A and to do all things necessary and essential, including the execution of any other documents and certificates to accomplish the agreement hereinabove authorized and set forth in the Intergovernmental Agreement.

Section 4: Effective Date. This Resolution shall be in full force an effect from and after its approval and publication according to law.

APPROVED THIS ____ **day of** _____, **2013**

AYES: _____ **NAYS:** _____ **ABSENT:** _____ **ABSTAIN:** _____

Village President

ATTEST:

Village Clerk

Exhibit A

[See Attached]

DRAFT

CUBA TOWNSHIP IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BARRINGTON HILLS, ILLINOIS, AND
THE CUBA TOWNSHIP ROAD DISTRICT, LAKE COUNTY, ILLINOIS**

This Intergovernmental Agreement (hereinafter, "Agreement") is entered into this _____ day of October, 2013, by and between the Village of Barrington Hills, an Illinois municipal corporation (hereinafter, the "Village"), and the Cuba Township Road District, an Illinois unit of local government (hereinafter the "Road District").

RECITALS

WHEREAS, the Village of Barrington Hills, Illinois, ("the Village"), is a municipality lawfully organized and existing under the Constitution and laws of the State of Illinois; and,

WHEREAS, the Cuba Township Road District ("the Road District") is a unit of local government established under the Illinois Highway Code, 605 ILCS 5/6-101, et. seq.; and,

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract 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 by ordinance; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq. provides additional powers to units of local government that work together; and

WHEREAS, the Village Board and the Road District have determined that it is in the best interests of each of them, respectively, to enter in to the terms of this Intergovernmental Agreement, and that their residents and constituents will receive benefits from this Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed by and between the parties as follows:

SECTION 1: PRELIMINARY PARAGRAPHS. The preliminary paragraphs set forth above are incorporated herein as part of this Intergovernmental Agreement.

SECTION 2: TERM OF AGREEMENT. This Agreement shall commence immediately upon the signing of this document by the Highway Commissioner and the approval of this Agreement by the Village Board. This Agreement shall terminate on May 15, 2017.

SECTION 3: SERVICES. The Road District shall provide such services to the Village as specified in Exhibit A.

SECTION 4: PAYMENT FOR SERVICES. The Village agrees to pay the Road District for services as specified in Exhibit B.

SECTION 5: INDEMNIFICATION. The Road District, its employees and contractors shall indemnify and hold harmless the Village and any of its officers, officials, employees, or agents from any and all claims, demands, liability, loss, damages, fines penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Road District or any of its officers, officials, employees, contractors or agents related to services performed under this Intergovernmental Agreement. The Village, its employees and contractors shall indemnify and hold harmless the Road District and any of its officers, officials, employees, or agents from any and all claims, demands, liability, loss, damages, fines penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Village or any of its officers, officials, employees, contractors or agents related to the terms of this Intergovernmental Agreement. Both parties shall name each other as an additional insured on their insurance policies and provide each other with copies of their certificates of insurance policies so stating.

Cuba agrees to repair promptly, weather conditions permitting, damage to public or private property due to its snow plowing, including but not limited to damage to mailboxes, sod and turf, driveways, signs and streets, including any damage caused by salt.

SECTION 6: PUBLIC LIABILITY INSURANCE. The parties shall each carry public liability insurance in an amount of not less than \$1,000,000.00 per person, per occurrence, and such policies shall name the other party as an additional insured for the terms performed pursuant to this Agreement. Both parties shall provide each other with copies of their certificates of insurance policies so stating.

SECTION 7: SEVERABILITY. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent permitted by law.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and date appearing before their respective signatures.

Dated: _____, 2013

Dated: _____, 2013

VILLAGE OF BARRINGTON HILLS

CUBA TOWNSHIP ROAD DISTRICT

By: _____
Village President

By: _____
Township Highway Commissioner

Attest: _____
Village Clerk

Attest: _____
Township Clerk

EXHIBIT A: SERVICES TO BE PERFORMED UNDER THIS AGREEMENT

It is the intention of this Agreement to provide for complete ice and snow removal and control for all those streets located within the Village specified on Exhibit A attached hereto.

These services shall include, but not necessarily be limited to the following;

- a. Snow plowing.
- b. Ice control.
- c. Salting.
- d. Salting of intersections required by emergency agencies.
- e. The removal of snow if snow accumulates in large amounts from intersections,

but not including the costs of any necessary trucking of the snow to locations outside the Village.

- f. Replacement of knocked down mail boxes using like-kind mail boxes and posts.
- g. Repair of shoulder damage done by snowplows and salt damage to lawns.

The aforesaid activities shall be carried out by Cuba in accordance with the "Village of Barrington Hill - Snow and Ice Maintenance Standards", attached hereto as Exhibit D on an "as needed" basis and as determined by the mutual agreement of the Highway Commissioner of Cuba with either the Village Administrator of the Village, the Village's Trustee in charge of roads, the Village's President or the Barrington Hills Police Department as agent for the Village, through consultation and mutual agreement as needed from time to time. Provided, however, that the Highway Commissioner of Cuba shall have the right to determine when snow plowing and/or ice control activities are necessary and when to begin these activities without first receiving any authorization from the Village or any official of the Village.

Cuba will supply necessary equipment to undertake the necessary activity as delineated above and will include the purchase of any additional equipment needed at the sole cost of Cuba.

EXHIBIT A - MATERIALS:

The scope of this Agreement shall not include salt or liquid material. Any such material that is required to be applied to Village streets shall be determined by Cuba as necessary to reduce the pavement to base asphalt within a reasonable period of time depending on the severity of the snow and/or ice event and the cost thereof shall be billed monthly to Village separately at the actual cost incurred by Cuba in procuring the same without mark-up.

All other necessary materials to carry out the scope of this Agreement, including, but not limited to, equipment, fuel, and other associated materials shall be paid for solely by Cuba. No portion of the cost of such materials (other than salt and liquid materials as provided above) will be for the account of the Village.

COMMUNICATIONS

- a. Cuba will furnish by e-mail to the Village's Chief of Police and the Trustee of Roads and Bridges a work plan for snow removal and salting 24 hours in advance of a predicted snow event as reasonably anticipated by Cuba and will update the Village 12 hours in advance of the snow event. Cuba shall also notify the Village's Chief of Police and Trustee of Roads and Bridges by e-mail when snow removal crews begin working on Village roads. Finally Cuba will endeavor during the event to inform the Village of progress and anticipated completion times as and when they are determined.
- b. Cuba subscribes to a private weather forecasting service which predicts snow events and issues snow alerts during a snow event as well as regular updates during the event. Cuba will promptly furnish the Village with copies of these reports not in an attempt to furnish the Village with a private weather forecasting service but as part of Cuba's notification procedures to the Village.

- c. During a snow event the Village Police Department and the Cuba Highway Commissioner will communicate directly by radio or telephone numbers furnished to the other as necessary during the event to keep the other apprised of issues and problem occurring within the Village. Communications between the Police Department and Highway Commissioner shall be direct and not through the police dispatch.
- d. As a further step to insure communication and cooperative efforts designated members of the Village Police Department and the Cuba Township Highway Commissioner will meet in November of each year to discuss the snow and ice maintenance and standards as well as to discuss procedures for the removal of ice and snow and will meet thereafter during the season as determined by the Chief of Police and Highway Commissioner as necessary.

METHOD OF GIVING NOTICES

Except for notices relative to snow and/or ice control and except for emergency notices (which may be verbal), all notices or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means:

- (i) Personal service.
- (ii) Electronic communications, whether by telefax, facsimile, telegram or other telecopy, with proof of receipt by addressee.
- (iii) Overnight courier.
- (iv) Registered or certified first class mail, postage prepaid, return receipt requested.

To whom notice is to be given:

If to Cuba: Township of Cuba Highway District
28000 West Cuba Road
Barrington, IL 60010
Fax: (847) 382-1210
Attention: Mr. Randall J. Marks

If to the Village: Village of Barrington Hills
112 Algonquin Road
Barrington Hills, IL 60010
Attention: Village Administrator
Fax: (847) 551-3050

With a copy to: Burke, Warren, MacKay & Serritella, P.C.
22nd Floor, IBM Plaza
330 North Wabash Avenue
Chicago, IL 60611-3607
Attention: Douglas E. Wambach
FAX: (312) 840-7900

Exhibit A

Village of Barrington Hills Streets

<u>Name</u>	<u>Length</u> <u>(miles)</u>	<u>From</u>	<u>To</u>	<u>Jurisdiction</u>	<u>County</u>
Aberdeen Drive	0.2	Crabapple Road	East & West	Village	Cook
Barrington Hills Road	0.5	Donlea Road North	End	Village	Cook
Braeburn Road	1.3	Spring Creek Road South	Plum Tree Road	Village	McHenry
Buckley Road	0.8	Cuba Road South	Oak Knoll Road	Village	Lake
Butternut Road	0.4	Donlea Road South	End	Village	Cook
Caesar Drive	0.8	Lake Cook Road South	End	Village	Cook
Chapel Road	1.0	Haeger's Bend Road East	Church Road	Village	McHenry
Church Road	0.7	Chapel Road North	River Road	Village	McHenry
Country Oaks Drive	0.6	Lake Road Road North	End	Village	McHenry
Country Oaks Lane	0.3	Country Oaks Drive West	End	Village	McHenry
Crabapple Road	0.3	Donlea Road South	End	Village	Cook
Creekside Lane	1.2	Old Sutton Road East	in Cricle	Village	Cook
Cross Timbers Road	0.3	Braeburn Road East	End	Village	McHenry
Cuba Road	0.7	Merri Oaks	Plum Tree Road	Village	Lake
Dana Lane	0.2	Caesar Drive West	End	Village	Cook
Dundee Lane	1.0	Dundee Road (68) North	Route 59	Village	Cook
Haeger's Bend Road	2.0	Lake Cook Road North	Village Limits	Village	McHenry
Hawley Woods Road	1.1	Otis Road South	Old Dundee Road	Village	Cook
Hawthorne Lane	0.4	Route 59 North	Otis Road	Village	Cook
Healy Road	0.7	Penny Road	Village Limits	Village	Cook
Healy Road	0.8	Dundee (48) Road	Penny Road	Village	Cook
Helm Road	0.8	Algonquin Road (62) West	Village Limits	Village	Cook, Kane
Hickory Lane	0.2	Merri Oaks Road North	End	Village	Lake
Hills & Dales Road	0.8	Brinker Road East	Otis Road	Village	Cook
Honeycut Road	0.2	Hills & Dales Road South	End	Village	Cook
Lake View Lane	0.4	Dundee Road (68) North	End	Village	Cook
Leeds Drive	0.2	Crabapple Road West	End	Village	Cook
Little Bend Road	0.7	Spring Lane	End	Village	McHenry
Longmeadow Court	0.1	Longmeadow Drive North	End	Village	Cook
Longmeadow Drive	0.4	Bateman Road West	Rolling Hills Drive	Village	Cook
Meadow Hill Road	1.0	Lake Cook Road North	Spring Creek Road	Village	McHenry
Merri-Oaks Road	0.7	Ridge Road East	Cuba Road	Village	Lake
Oak Knoll Road	2.4	Old Hart Road West	Ridge Road	Village	Lake
Old Bartlett Road	0.2	Bartlett Road	Cul-de-Sac	Village	Cook
Old Dundee Road	1.4	Routes 58 & 68 South	Cul-de-Sac	Village	Cook
Old Hart Road	0.6	Lake Cook Road North	End	Village	Lake
Plum Tree Road	1.7	C & NW Railroad West	Village Limits	Village	Lake, McHenry
Rebecca Drive	0.3	Old Sutton Road West	End	Village	Cook
Ridge Road	2.0	Lake Cook Road North	Plum Tree Road	Village	Lake, McHenry
River Road	0.5	Haeger's Bend Road South	Village Limits	Village	McHenry
Rock Ridge Road	0.5	Plum Tree Road South	End	Village	McHenry
Rolling Hills Drive	0.6	Bateman Road West	Longmeadow Drive	Village	Cook
Round Barn Road	0.2	Hawley Woods Road East	End	Village	Cook
Spring Creek Road	3.3	Ridge Road West	Village Limits	Village	McHenry
Spring Lane	1.0	Spring Creek Road	End	Village	McHenry
Springwood Lane	0.2	Algonquin Road (62) North	End	Village	Cook
Steeplechase Road	1.1	Lake Cook Road North	in Cricle	Village	Lake
Surrey Court	0.1	Surrey Lane West	End	Village	McHenry
Surrey Lane East	0.1	Surrey Lane West	Wagon Wheel	Village	McHenry
Surrey Lane West	0.7	Plum Tree Road North	End	Village	McHenry
Tamarack Lane	0.2	Old Sutton Road West	End	Village	Cook
Three Lakes Road	0.2	Lake Cook Road South	End	Village	Cook
Tricia Lane	0.2	Old Sutton Road East	End	Village	Cook
Wagon Wheel Lane	0.2	Surrey Lane East	Surrey Lane West	Village	McHenry
Woodcreek Road	0.5	Dundee Road (68) South	End	Village	Cook

39.0 Miles

Also Included:

Illinois Rt 25 Extended	0.2	County Line Road	Algonquin Road	County	Kane
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EXHIBIT B

TERMS OF PAYMENT

The Village shall pay the Road District the following within 30 days of being billed by the Road District:

1. The Road District shall submit monthly invoices to the Village. The Village shall pay the Road District the cost of any materials used by the Road District as invoiced by the Road District.
2. The Village shall pay the Road District the amount of \$146,749.08 annually for the services provided in this Intergovernmental Agreement for 2013, in addition to the cost of materials as billed by the Road District. This amount will be payable in six (6) equal installments of \$24,458.18 each, payable in November, December, January, February, March, and April. For each year after 2013, the Village will pay an additional 3% to the Road District for the costs of these services.
3. In the event that the Village fails to timely pay the Road District, the Road District shall be under no obligation to continue to perform the terms of this Agreement.

Oakwood Dr. is a Private Drive off of New Hart Rd., Oak Brae is a Private Road off Donlea Rd.

9/2/08

EXHIBIT D

Village of Barrington Hills Snow and Ice Maintenance Standards

1. During the period commencing November 1 and ending April 1, or as seasonal conditions before or after those dates shall require, Cuba shall, within two (2) hours after receipt of a service request from the Village as provided herein, plow the roads, streets and highways designated on the Village Road Map provided to Cuba from time to time so as to enable the reasonable use of said roads, streets, and highways consistent with the weather conditions. In the vent of snowfall occurring after 12:00 midnight, the best efforts of Cuba shall be completed to have snow removed and/or icy road surfaces on the designated streets treated by no later than 7:00 a.m.
2. Plowing or surface treatment shall begin within two (2) hours after receiving a telephone request from the Village for winter maintenance services for all or part of the streets under the jurisdiction of the Village.
3. Under all circumstances, plowing **shall** begin within two (2) hours after the accumulation of two (2) inches or more of snow on the roadways. Plowing may not normally be required on snowfalls of less than two (2) inches, unless specifically requested by the Village. All roads shall be cleared of snow within twenty-four (24) hours after the snowfall stops. Plow Blades shall be capable of removing snow to within approximately one-quarter (1/4) inch of the paved surface. A "bare pavement" policy shall not be used.
4. When unusually heavy (6" or more) snow falls within a twenty-four (24) hour period, exceptions to the above policy for clearance time may be made. In these cases, Cuba shall demonstrate to the satisfaction of the Village Engineer that it is making every attempt to clear the snow as quickly as possible with available equipment and/or is subcontracting needed assistance to satisfy the request for service. After these heavy (6" or more) snowfalls, snow shall be cleared from all roads within seventy-two (72) hours of when the snow stops.
5. Salt should be applied at a rate to be agreed to by the Village Engineer and may be adjusted depending on conditions. Salting shall be done in accordance with the standards of the *Snow Fighters Handbook*.
6. During the period commencing November 1 and ending April 1, or as seasonal conditions before or after those dates shall require, Cuba shall, within two (2) hours after receipt of a service request from the Village as provided herein, plow the roads, streets and highways designated on the Village Road Map provided to Cuba from time to time so as to enable the reasonable use of said roads, streets, and highways consistent with the weather conditions. In the vent of snowfall occurring after 12:00 midnight, the best efforts of Cuba shall be completed to have snow removed and/or icy road surfaces on the designated streets treated by no later than 7:00 a.m.

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