



ORDINANCE NO. 2249-23

AN ORDINANCE AUTHORIZING THE MAYOR AND OR CHIEF OPERATING OFFICER TO APPROVE AND EXECUTE AN ADOPT A HIGHWAY AGREEMENT #32D WITH THE LAKE COUNTY DEPARTMENT OF TRANSPORTATION

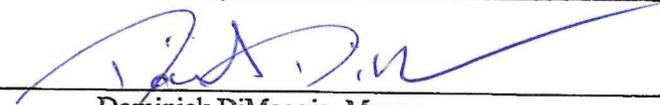
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer be, and the same is hereby authorized and directed, to Approve an agreement with the Lake County Department of Transportation to conduct an Adopt A Highway program for 2023 and 2024 along a stretch of Old McHenry Road from Darlington Ave. to Lagoon Street. hereto as Exhibit "A", and, by this reference made a part hereof.

The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on March 27, 2023:

AYES: Kaiser, McCaskey, Ryckle, Bauer, Hurst

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: March 27, 2023

APPROVED: March 27, 2023

**AGREEMENT #32D
COUNTY OF LAKE
DIVISION OF TRANSPORTATION
ADOPT-A-HIGHWAY PROGRAM**

THIS AGREEMENT entered into this 27th day of March, 2023 by and between the County of Lake, Illinois, acting by and through its County Board, hereinafter referred to as the COUNTY, and Village of Hawthorn Woods, a Civic group having the address of 2 Lagoon Drive, Hawthorn Woods, IL 60047, hereinafter referred to as the GROUP.

WITNESSETH

WHEREAS, Public Act 87-1118, more commonly known as the ILLINOIS ADOPT-A-HIGHWAY ACT, (605 ILCS 120/1, as amended), provides for private interests to support the efforts of units of local government by allowing groups to adopt various highways, or sections thereof, for the purposes of litter collection; and,

WHEREAS, said Act sets forth the procedures and responsibilities of both the private interests and units of local government. Said Act by reference herein is hereby made a part hereof; and,

WHEREAS, the COUNTY, to aid and assist in the removal of litter and to improve County Highway roadside environments, has enacted the LAKE COUNTY ADOPT-A-HIGHWAY ORDINANCE, as amended, in accordance with and in compliance with the ILLINOIS ADOPT-A-HIGHWAY ACT, as amended. Said Ordinance by reference herein is hereby made a part hereof; and,

WHEREAS, the GROUP is desirous to participate in the COUNTY's ADOPT-A-HIGHWAY PROGRAM by adopting section 32D of Old McHenry Rd, between Darlington Rd and Quentin Rd, a distance of approximately (0.93 miles). The Adopted Section of County 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 County Highway will be of immediate benefit to residents of the COUNTY and assists in creating a litter free roadside environment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY 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 County Highway and participating in the LAKE COUNTY 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, as amended, the LAKE COUNTY ADOPT-A-HIGHWAY ORDINANCE, as amended, and EXHIBIT B. EXHIBIT B is attached hereto and hereby made a part hereof.**
- 4. The GROUP agrees to notify the COUNTY's County Engineer of any change of name, mailing address, email address or telephone number of the Group Coordinator.**
- 5. The GROUP agrees that in the event of their failure to comply with all conditions, terms, requirements, provisions and responsibilities as set forth in THIS AGREEMENT, the COUNTY shall have the right to suspend or terminate THIS AGREEMENT. Said termination or suspension shall be in accordance with the procedures set forth in Section 4.14 of the LAKE COUNTY ADOPT-A-HIGHWAY ORDINANCE, as amended.**
- 6. The GROUP agrees that the COUNTY's County Engineer may terminate or suspend THIS AGREEMENT in accordance with Section 4.14 of the LAKE COUNTY ADOPT-A-HIGHWAY ORDINANCE, as amended. In the event of a suspension of THIS AGREEMENT, the specific reason or reasons shall be clearly set forth in writing and shall be for such a period of time as reasonably determined by the COUNTY's County Engineer.**
- 7. 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.**
- 8. 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.**

9. The GROUP agrees to indemnify, defend and hold harmless the COUNTY, its elected officials, its duly appointed officials, agents, employees and representatives, and the COUNTY's Division of Transportation, 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 COUNTY and its agents or employees.
10. 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.
11. The COUNTY 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.
12. 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 COUNTY's County Engineer.
 - b) THIS AGREEMENT shall not be construed, in any manner or form, to limit, diminish or alter the power or authority of the COUNTY and the COUNTY's County Engineer to maintain, operate, improve, construct, reconstruct, repair, widen or expand any County 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 COUNTY for any purpose, or in any manner, whatsoever. The GROUP is to be and shall remain independent of the COUNTY 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.

32D Old McHenry Rd

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.

13. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

14. THIS AGREEMENT shall remain in full force and effect for the time period beginning at
12:00 midnight April 1, 2023 and ending at 12:00 midnight April 1, 2025.

ATTEST:

GROUP PRESIDENT

By: [Signature]

Date: MARCH 27, 2023

COUNTY OF LAKE

By: [Signature]
Lake County
County Engineer

Date: 3/31/2023

GROUP COORDINATOR

By: _____

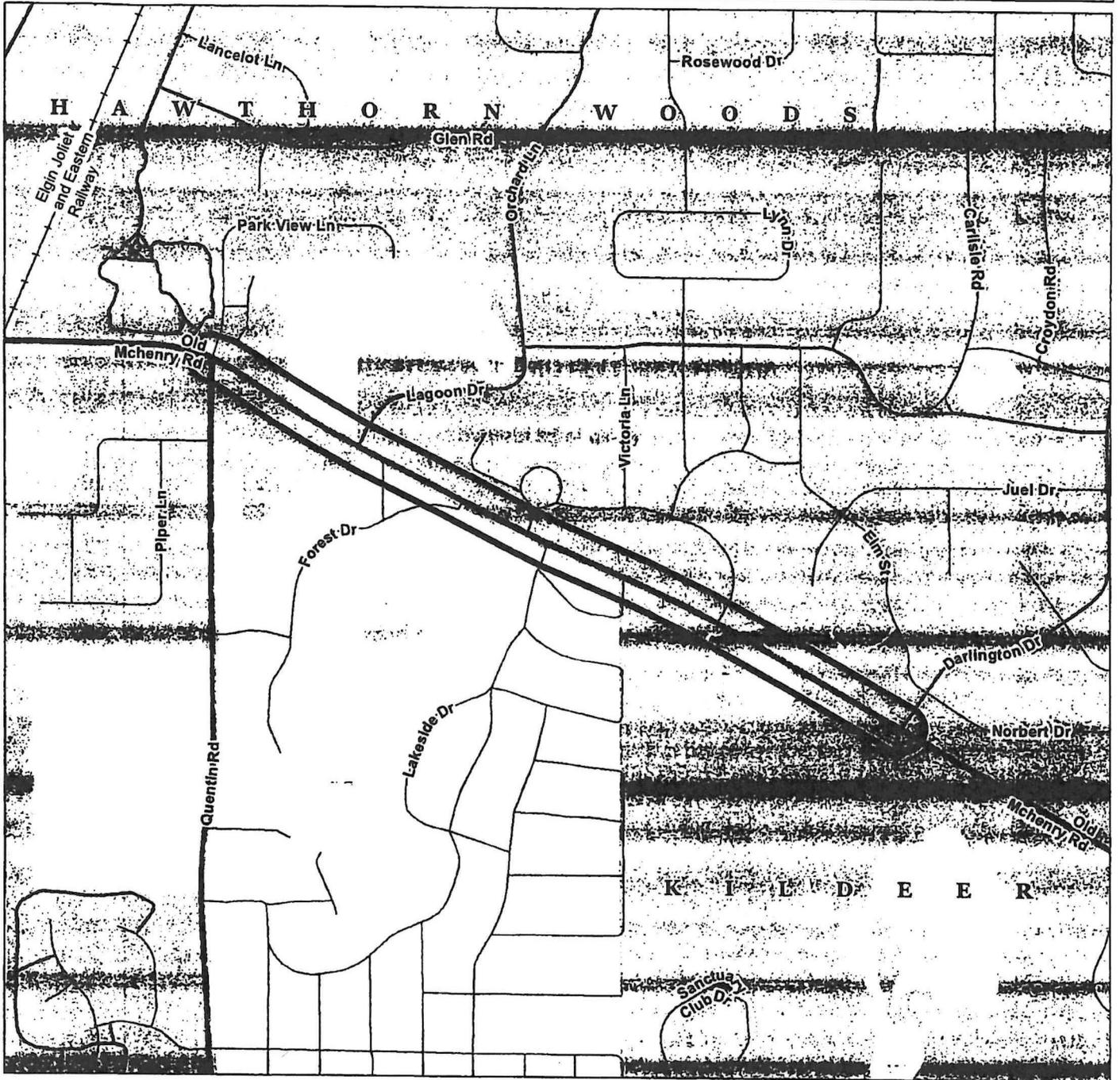
Date: _____

EXHIBIT A

ADOPTED SECTION OF COUNTY HIGHWAY

(Map to be inserted)

Adopt-A-Highway Section 32D



Section: 32D



LakeCounty
Division of Transportation
600 W. Winchester Rd.
Libertyville, IL 60048
(847) 377-7400
www.lakecountyil.gov/transportation/



EXHIBIT B

**GROUP'S CONDITIONS, TERMS, REQUIREMENTS,
PROVISIONS AND RESPONSIBILITIES**

EXHIBIT B

THE GROUP'S 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 LAKE COUNTY 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 COUNTY or the COUNTY's County Engineer or 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 County 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 County Highway.
5. require the GROUP coordinator, or designee, to conduct GROUP safety meetings and to receive the safety training DVD as required by the COUNTY and the County Engineer.
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 COUNTY's Division of Transportation at each safety meeting conducted by the GROUP. The GROUP Coordinator shall sign a receipt for having received a copy of the safety video from the COUNTY's Division of Transportation and a statement that the GROUP's participating volunteers and members will view the video prior to beginning litter collection activities.

8. adopt a section of County Highway for a minimum of two (2) years.
9. collect litter along the Adopted Section County Highway a minimum of two (2) times a year.
10. attempt to schedule at least one (1) of the litter collections during the months of April or May and again in the month of September or October.
11. not conduct litter collection on busy holidays or during heavy holiday travel weekends or any day immediately preceding or following those holidays or weekends such as the Wednesday before or Monday following Thanksgiving weekend, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, the Fourth of July, the Fourth of July weekend (Friday through Monday), Memorial Day, Memorial Day weekend, (Friday through Monday), Labor Day or Labor Day weekend (Friday through Monday).
12. not collect litter during the days and times when local events such as festivals, carnivals, annual municipal celebrations, fairs or shows are scheduled.
13. not collect litter during inclement weather conditions or during rush hour traffic peak times.
14. perform litter collection between the hours of 8:00 a.m. and 4:00 p.m.
15. provide verbal or written notice to the COUNTY's County Engineer a minimum of three (3) working days prior to the date when the litter collection will be undertaken. The GROUP Coordinator shall be responsible for this providing notice.
16. 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 COUNTY's Division of Transportation 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 County Highway.
17. 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 County Highway.
18. 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 County Highway.

19. 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.
20. 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.
21. arrange to pick-up trash bags and receptacles from the COUNTY's Division of Transportation during normal business hours a minimum of three (3) working days prior to the date of litter collection. Safety apparel must be returned to the COUNTY's Division of Transportation within fifteen (15) working days of the date of the expiration of THIS AGREEMENT.
22. place all litter in the trash bags and receptacles provided by the COUNTY's Division of Transportation.
23. place filled or partially filled trash bags and receptacles at such locations as specified by the COUNTY's County Engineer or designee. Filled or partially filled trash bags and receptacles shall not be placed on the roadway pavement or within ten (10) feet of the roadway pavement. Trash bags and receptacles shall not be placed within ten (10) feet of any guardrail, culvert, inlet, drainage pipe opening, concrete wall, bridge or traffic signal. Placement shall not obstruct or hinder the flow of surface drainage water, obstruct sight lines of intersecting streets, highways or access drives or obscure any roadway signs or traffic signals.
24. 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 County Highway. Recycling is encouraged and as such, recyclable materials may be removed provided proper disposal is used.
25. upon arrival at the Adopted Section of County Highway, immediately unfold and display the "Clean-Up Crew Working" safety signs that are affixed on the Adopt-a-Highway identification sign posts located at each beginning of the Adopted Section of County Highway. The "Clean-Up Crew Working" safety signs shall remain unfolded and on display for the entire time the GROUP's participating volunteers and members are on the Adopted Section of County Highway. Upon completion of the litter collection and immediately prior to leaving the Adopted Section of County Highway, the safety signs shall be refolded and fastened so the "Clean-Up Crew Working" sign faces are no longer displayed. (It should be noted that an identification sign with a folded safety sign affixed is located at the beginning of each Adopted Section of County Highway facing each direction of travel on the roadway.)

26. collect litter on one (1) side of the Adopted Section of County Highway at a time. Collection activities shall be conducted in such a manner that participating volunteers and members shall be facing oncoming traffic.
27. make every effort to minimize the number of vehicles transporting participating volunteers and members to the Adopted Section of County Highway (e.g. carpool). Vehicles shall be parked on the same side of the roadway as the participating volunteers and members are on. 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.
28. 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 County Highway.
29. instruct its participating volunteers and members to never cross over or pick-up litter on the roadway pavement.
30. instruct and ensure that its participating volunteers and members are properly attired for litter collection. Proper attire shall include the wearing of safety apparel obtained from the COUNTY's Division of Transportation and should also include brightly colored clothing, long sleeves, long pants, leather shoes or boots, gloves and proper outerwear for existing weather conditions.
31. instruct its participating volunteers and members to avoid contact with poisonous plants, stinging insects and animals.
32. instruct its participating volunteers and members to refrain from horseplay, demonstrations or any other activity not related to litter collection activities.
33. avoid and maintain a safe distance from any area of the Adopted Section of County Highway under construction or where construction activities are underway.
34. not go onto private property which adjoins the right-of-way of the Adopted Section of County Highway.

35. 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 County Highway, the GROUP shall notify the COUNTY's County Engineer or designee as soon as possible.

36. 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.

EXHIBIT C

**COUNTY'S CONDITIONS, TERMS, REQUIREMENTS,
PROVISIONS AND RESPONSIBILITIES**

EXHIBIT C

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

The COUNTY agrees to the following conditions, terms, requirements, provisions and responsibilities as they relate to the LAKE COUNTY 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 COUNTY agrees:

1. that its Division of Transportation shall erect the appropriate signs at the beginning of each Adopted Section of County Highway for each direction of travel. Said signs shall include the GROUP's name, a folding safety sign and shall comply with the provisions of the LAKE COUNTY ADOPT-A-HIGHWAY ORDINANCE, as amended, and the requirements set forth in the ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY, the most recent edition.
2. to provide the GROUP with a safety training video.
3. to provide the GROUP with trash bags.
4. to provide the GROUP with safety vests.
5. that its Division of Transportation, upon receipt of notice from the GROUP, shall remove filled trash bags from the Adopted Section of County Highway as soon as practical after the litter collection.
6. that its Division of Transportation shall provide the safety training program as specified in the LAKE COUNTY ADOPT-A-HIGHWAY ORDINANCE, as amended.