07/07/26

ORDINANCE NO. 2026-4655

ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF BARRINGTON COMMUNITY UNIT SCHOOL DISTRICT NO. 220 AND THE VILLAGE OF BARRINGTON FOR THE RELOCATION AND ENHANCEMENTS TO A PEDESTRIAN TRAFFIC CONTROL DEVICE ON MAIN STREET AT BARRINGTON HIGH SCHOOL

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village of Barrington (the "Village") and the Board of Education of Barrington Community Unit School District No. 220 ("the School District") wish to provide for enhancements to and relocation of a certain pedestrian traffic control device located on Main Street at Barrington High School, as provided for herein; and

WHEREAS, there has been presented to the Village a proposed "Intergovernmental Agreement Between the Board of Education of Barrington Community Unit School District No. 220 and the Village of Barrington for the Relocation and Enhancements to a Pedestrian Traffic Control Device on Main Street at Barrington High School" (the "Agreement"), a copy of which is attached hereto as Exhibit A and thereby made a part hereof, which Agreement sets forth the terms, conditions, and responsibilities of the parties thereto and provides for enhancements to and relocation of a certain pedestrian traffic control device located on Main Street at Barrington High School; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents that said Agreement, in substantially the form attached hereto as Exhibit A and thereby made a part hereof, be executed and in effect:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows:

SECTION 1: That the Corporate Authorities of the Village find that the facts set forth in the recitals to this Ordinance are true and correct and by this reference are incorporated herein as if fully set forth.

SECTION 2: That the "Intergovernmental Agreement Between the Board of Education of Barrington Community Unit School District No. 220 and the Village of Barrington for the Relocation and Enhancements to a Pedestrian Traffic Control Device on Main Street at Barrington High School" (the "Agreement"), in substantially the form attached hereto as Exhibit A and thereby made a part hereof, shall be and is hereby authorized, ratified, and approved, and the Village President is hereby authorized to execute said Agreement, and the Village Clerk is hereby authorized to attest thereto, and such execution and attestation are hereby ratified.

SECTION 3: This Ordinance shall take effect from and after its passage and approval as provided by law.

PASSED THIS 13 DAY OF July, 2026 BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Duncan, Prigge, Klauer and President Moran

NAYS: NONE

ABSENT: Trustees Sholeen and Wondrasek

ABSTAIN: NONE

RECUSE: NONE

APPROVED THIS 13 OF July, 2026

Michael D. Moran, Village President

ATTESTED AND FILED THIS 13 DAY OF July, 2026

James P. Dillon, Village Clerk

[SEAL]

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

"Intergovernmental Agreement Between the Board of Education of Barrington Community Unit School District No. 220 and the Village of Barrington for the Relocation and Enhancements to a Pedestrian Traffic Control Device on Main Street at Barrington High School"

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF BARRINGTON COMMUNITY UNIT SCHOOL DISTRICT NO. 220 AND THE VILLAGE OF BARRINGTON FOR THE RELOCATION AND ENHANCEMENTS TO A PEDESTRIAN TRAFFIC CONTROL DEVICE ON MAIN STREET AT BARRINGTON HIGH SCHOOL

THIS AGREEMENT (hereinafter, "Agreement") is entered into this _____ day of ____, A.D. 20___, by and between the Board of Education of the Barrington Community Unit School District No. 220, Illinois, an Illinois body politic and corporate (hereinafter referred to as the "District"), and the Village of Barrington, an Illinois home rule unit of local government, acting by and through its President and Board of Trustees (hereinafter referred to as the "Village"). The District and the Village are hereinafter sometimes referred to collectively as the "Parties", and either one is referred to individually as a "Party".

WITNESSETH

WHEREAS, the District, in an effort to consolidate pedestrian traffic crossing Main Street and ensure the safety of the traveling public, is desirous of making certain permanent pedestrian traffic control device improvements to Main Street, also known as Lake Cook Road, at Barrington High School (hereinafter the "Improvement"). Said Improvement shall include, but not be limited to, the removal of the rectangular rapid flashing beacon at Hager Avenue and replacement with a pedestrian traffic control device, as approved by the Illinois Department of Transportation ("IDOT"), at Main Street, also known as Lake Cook Road and the Barrington High School and District Administration Building entrances, and associated work; and

WHEREAS, the Improvement location and limits are generally depicted on the Preliminary Plans attached hereto and thereby made a part hereof as Exhibit A to this Agreement; and,

WHEREAS, said Improvement shall be constructed in substantial conformance with the design engineering plans and specifications prepared for the District by Gewalt Hamilton Associates, Inc. last revised February 16, 2026 (hereinafter, the "Preliminary Plans"), which are attached hereto as Exhibit A and thereby made a part hereof; and,

WHEREAS, IDOT has maintenance and jurisdictional authority over Main Street, also known as Lake Cook Road; and,

WHEREAS, the District and the Village desire to enter into an agreement to document design, permitting, construction and maintenance responsibilities for the Improvement; and,

WHEREAS, the Village supports the District in their efforts to complete the Improvement, as depicted on Exhibit A and as detailed in the Preliminary Plans, for which the Village shall support the District as stipulated herein; and,

WHEREAS, the District and the Village are public agencies and governmental units within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and,

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the Parties do hereby agree to the following:

SECTION I.
Recitals/Headings

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. It is mutually agreed by and between the Parties hereto that the "headings" as contained in this Agreement are for reference only, and the actual written provisions, paragraphs and words of this Agreement shall control.

SECTION II.
Design, Permitting and Construction of the Improvement

1. The District agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the Improvement in accordance with Illinois Department of Transportation ("IDOT") policies and standards, with permit submittal assistance and coordination from the Village as hereinafter stipulated.

2. It is mutually agreed by and between the Parties hereto that the limits of the Improvement are generally depicted on Exhibit A attached to this Agreement and thereby made a part hereof.

3. As of this writing, the Plans attached hereto as Exhibit A and thereby made a part hereof are the preliminary set of plans and specifications prepared for the District by Gewalt Hamilton Associates, Inc. which were last revised on February 16, 2026.

4. Any and all version(s) of said Plans and any subsequent revisions thereto shall be submitted to the Village for the Village's review and approval in advance of IDOT permit submittal and following IDOT permit submittal if resubmittals are required by IDOT. The Village's approval of the Plans shall not be unreasonably withheld.

5. It is mutually agreed by and between the Parties hereto that the District shall process the letting, award and construction of the Improvement. As of the date of this Agreement, the anticipated letting date for the Improvement is _____20__. The letting date is subject to change and is dependent upon project readiness and permitting. The District will make a good faith effort to meet a Summer 2027 letting for the Improvement and shall notify the Village of any and all changes with regard to the letting date.

6. The District agrees to cause the Improvement to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the Improvement in accordance with IDOT procedures and requirements.

7. As necessary, the District, at the District's sole cost and expense, agrees to and shall prepare, or cause to be prepared, all documents for any rights-of-way or easements, either permanent or temporary, that may be necessary in order to construct the Improvement, including but not limited to any and all appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either permanent or temporary. The District shall provide copies of all such documents to the Village Manager, or to the designee of the Village Manager, for review and prior written approval, which approval shall not be unreasonably withheld.

8. The Village agrees to assist the District with submittal and processing of permits necessary from IDOT for the Improvement.

9. The District agrees to comply with all IDOT permit requirements for the Improvement.

10. The District agrees to be responsible for one hundred percent (100%) of all costs associated with the design, permitting, and construction of the Improvement.

11. It is mutually agreed by and between the Parties hereto that, upon completion of construction of the Improvement, the Village shall become and remain the owner of the Improvement, with maintenance responsibility subject to Section III of this Agreement.

SECTION III
Maintenance of the Improvement

1. The District agrees to reimburse the Village for one hundred percent (100%) of the costs for all future preventative and capital maintenance associated with the Improvement.

2. It is further mutually agreed by and between the Parties hereto that for the purposes of this Agreement, preventative maintenance shall include any and all of the work necessary to maintain the Improvement and all equipment related thereto in a state of good repair and capital maintenance shall include replacement of any items from time to time that have outlived their useful life.

3. The Village will make a good faith effort to provide the District with a reasonable amount of advance notice, commensurate with the level of the maintenance work proposed to be performed, for all planned preventative and capital maintenance work on and/or related to the Improvement.

4. The Village agrees to perform, or cause to be performed, all preventative and capital maintenance work relative to the Improvement, and the District agrees to and shall reimburse the Village for all such work as stipulated herein.

5. The District agrees to reimburse the Village within thirty (30) days of the District's approval of any and all invoices issued by the VILLAGE to the District for any preventative and capital maintenance costs associated with the Improvement.

SECTION IV
Mutual Indemnification

1. The Village shall indemnify, defend and hold harmless the District, its elected officials, its duly appointed officials, agents, employees and agents (hereinafter collectively referred to as the "District Indemnitees") from and against any and all claims, suits, settlements, actions, losses, costs, expenses, damages, injuries, judgements and demands arising from or relating to acts or omissions of the Village, and its elected officials, its duly-appointed officials, its employees and/or agents in performing work for or on behalf of the Village or at the Village's request or under the Village's instruction in its performance of its duties under this Agreement with respect to the Improvement.

2. The District shall indemnify, defend and hold harmless the Village, its elected officials, its duly appointed officials, employees and agents (hereinafter collectively referred to as the "Village Indemnitees") from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands arising from or relating to acts or omissions of the District, its personnel and agents or representatives of any organization acting with, for, or on behalf of the District or at the District's request or under the District's instruction in the performance of its duties under this Agreement with respect to the Improvement.

SECTION V.
General Provisions

1. It is mutually agreed by and between the Parties hereto that nothing contained in this Agreement is intended or shall be construed as, in any manner or form, creating or establishing a relationship or a partnership between the Parties hereto (including its elected officials, duly appointed officials, employees and agents), or to be considered as or in any manner to be construed as an agent, representative or employee of the other party for any purpose or in any manner, whatsoever. Each Party hereto is and shall be and remain independent of the other Party with respect to any and all services provided for and/or performed pursuant to this Agreement.

2. It is mutually agreed by and between the Parties hereto that each Party warrants and represents to the other Party and agrees that: (1) this Agreement is executed by duly authorized

agents or officers of such Party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) this Agreement is binding and valid and will be specifically enforceable against each Party; and (3) this Agreement does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such Party.

3. It is mutually agreed by and between the Parties hereto that this Agreement shall be deemed to take effect on the date that the last Party hereto executes this Agreement.

4. It is mutually agreed by and between the Parties hereto that this Agreement shall be enforceable in the Circuit Court of Cook County, which is the County in which the office of the Village Clerk is located, by each of the Parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.

5. 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 by a court of competent jurisdiction 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.

6. It is mutually agreed by and between the Parties hereto that the entire 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.

7. 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.

8. This Agreement shall be binding upon and inure to the benefit of each of the respective Parties hereto, and their successors and assigns, but such Agreement shall not be and is not intended to be construed as benefitting any person or entity which is not a Party to this Agreement. No Party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in this Agreement without first obtaining the express written consent and permission of the Village, except as provided for in this Agreement.

9. This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and/or when affixed together, constitute one and the same Agreement.

10. It is mutually agreed by and between the Parties hereto that any notice required by the provisions of this Agreement shall be mailed to:

If to the DISTRICT:
Barrington Community Unit School District No. 220
Attention: Superintendent
515 W. Main Street
Barrington, IL 60010

If to the VILLAGE:
Village of Barrington
Attention: Village Manager
200 S. Hough Street
Barrington, IL 60010

This Agreement shall be considered null and void in the event that the construction contracts covering the Improvement which is the subject of this Agreement as contemplated herein are not awarded by _____, 2027.

VILLAGE OF BARRINGTON

ATTEST:

Village Clerk

By: _____
Michael D. Moran,
Village President

Date: July 13, 2026

BOARD OF EDUCATION,
BARRINGTON COMMUNITY UNIT
SCHOOL DISTRICT NO. 220

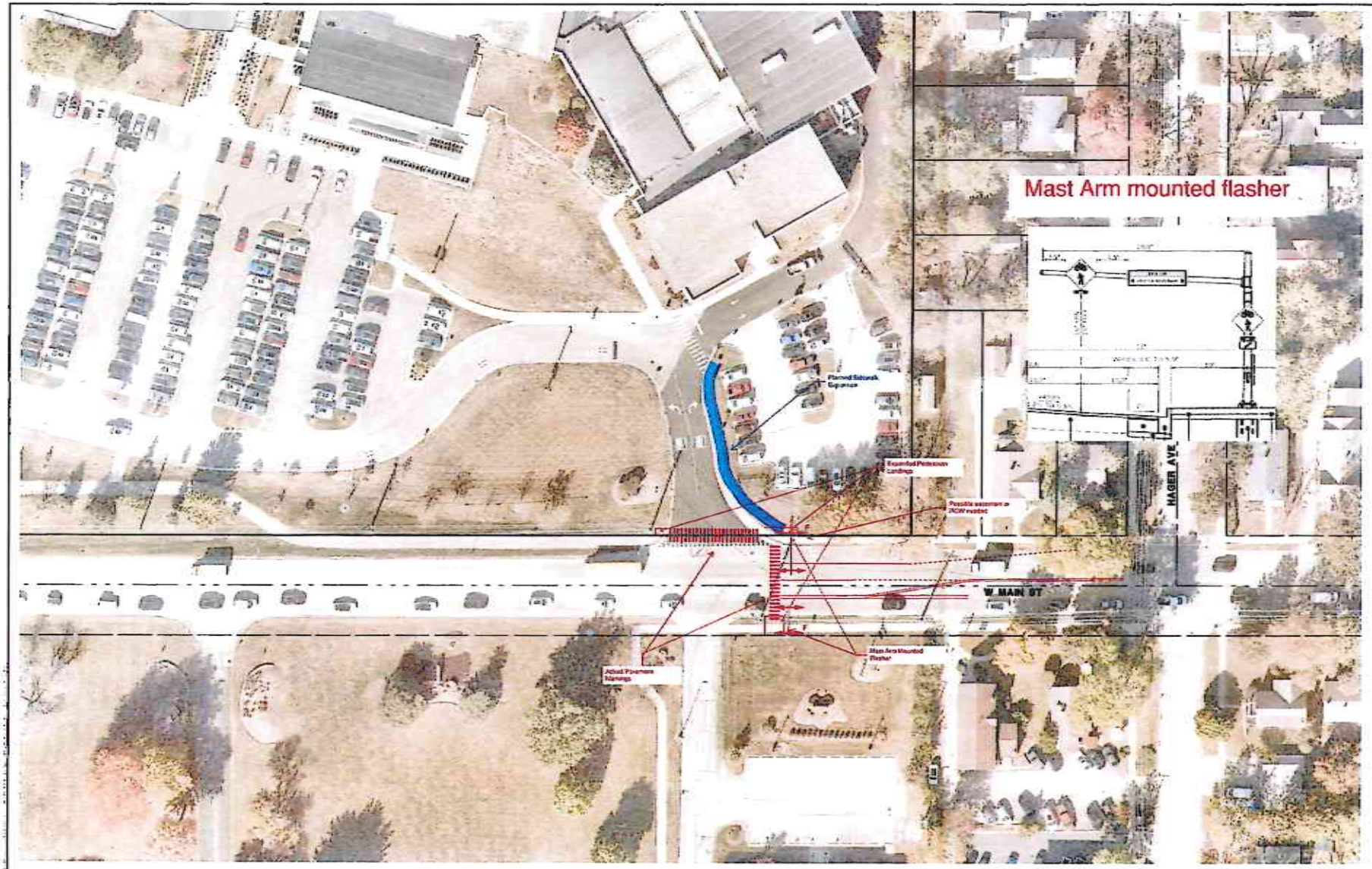
ATTEST:

District Secretary

By: _____
Board President

Date: June 2, 2026

EXHIBIT A



GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive • Vernon Hills, IL 60061
Tel. 847.478.9700 • Fax 847.478.9701

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PROPOSED PEDESTRIAN FLASHER IMPROVEMENTS

BARRINGTON HIGH SCHOOL
BARRINGTON SCHOOL DISTRICT 220
VILLAGE OF BARRINGTON, ILLINOIS

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5715.140 BHS OFFSITE EXHIBIT.dwg
DRAWN BY: EE
DATE: 02-16-18
CHECKED BY:
DATE:
GHA PROJECT #: 5715.140
SCALE: 1" = 20'
SHEET NUMBER: 1
OF 1 SHEETS