

**RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
FOR THE EQUALLY SHARED COSTS FOR WORK TOWARDS THE RECERTIFICATION OF A
QUIET CORRIDOR ALONG THE CANADIAN NATIONAL RAILROAD**

WHEREAS, the Village of Barrington Hills (hereinafter the “Village”) is an Illinois home rule municipality pursuant to Article VII, Section 6, of the Illinois Constitution and is empowered by the Illinois Constitution to enact all constitutional ordinances, resolutions and motions and to exercise any power and perform any function pertaining to the Village’s local government and affairs, subject to any express limitation provided by the Illinois General Assembly in the manner provided in Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, it is in the interest of the Village of Barrington Hills (“Village”) to work cooperatively with the Village of Bartlett, the Village of Hoffman Estates, and the Village of Barrington (the “Intergovernmental Group”) to maintain a quiet corridor along the Canadian National Railroad; and

WHEREAS, it is in the interest of the Village to maintain a quiet corridor within the Village on the Canadian National Railroad to achieve both the safety of motorists and pedestrians and improve the quality of life for its residents; and

WHEREAS, the Village has received notice that the quiet corridor status within the Village must be renewed; and

WHEREAS, the Intergovernmental Group, pursuant to the Intergovernmental Agreement attached hereto as Exhibit A, will retain engineering services to coordinate the recertification for the quiet corridor along the Canadian National Railroad; and

WHEREAS, the cost to the Village to participate in engaging said engineering services is estimated at approximately \$3,425 plus expenses.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village, located in the Counties of Cook, Kane, Lake and McHenry in the State of Illinois, a home rule municipality, as follows:

SECTION ONE: That the Village President is authorized to execute and the Village Clerk to attest to the Intergovernmental Agreement attached hereto as Exhibit A.

SECTION TWO: This Resolution shall be in full force and effect from and after its passage, approval and publication according to law.

Ayes: 5 (McClary, Hoffmann, Strauss, Ekstrom, Riff)

Nays: 0

Absent: 1 (Clarke)

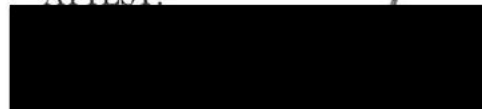
PASSED AND APPROVED by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 29th day of June, 2026.

APPROVED:



Village President

ATTEST:



Village Deputy Clerk

EXHIBIT A

**AGREEMENT AMONG THE VILLAGE OF BARTLETT, THE VILLAGE OF
HOFFMAN ESTATES, THE VILLAGE OF BARRINGTON HILLS, AND THE
VILLAGE OF BARRINGTON, FOR THE EQUALLY SHARED COSTS FOR
WORK TOWARDS THE RECERTIFICATION OF A QUIET CORRIDOR
ALONG THE CANADIAN NATIONAL RAILROAD**

THIS AGREEMENT entered into this _____, day of _____
202__, by and among the VILLAGE OF BARTLETT, an Illinois Municipal Corporation,
acting by and through its Mayor and Board of Trustees, hereinafter referred to as
BARTLETT, the VILLAGE OF HOFFMAN ESTATES, an Illinois Municipal Corporation,
acting by and through its Mayor and Board of Trustees, hereinafter referred to as
HOFFMAN ESTATES, the VILLAGE OF BARRINGTON HILLS, an Illinois Municipal
Corporation, acting by and through its Village President and Board of Trustees, hereinafter
referred to as BARRINGTON HILLS, and the VILLAGE OF BARRINGTON, an Illinois
Municipal Corporation, acting by and through its Village President and Board of Trustees,
hereinafter referred to as BARRINGTON. The BARTLETT, HOFFMAN ESTATES,
BARRINGTON HILLS, and BARRINGTON are sometimes hereinafter referred to
individually as a "PARTY" and collectively as the "PARTIES". The CANADIAN
NATIONAL RAILROAD corridor is sometimes hereinafter referred to as the
"CORRIDOR".

WITNESSETH

WHEREAS, the Swift Rail Development Act of 1994, hereinafter referred to as
the ACT, directed the Federal Railroad Administration, hereinafter referred to as the FRA,
to issue a rule, hereinafter referred to as the FINAL RULE, mandating the sounding of
train horns at all public highway-rail crossings; and,

WHEREAS, said FINAL RULE includes provisions for the creation of quiet
corridors through the use of supplementary and alternative safety measures to avoid the
mandated sounding of train horns at highway-rail crossings; and,

WHEREAS, the ACT does not authorize any federal funds to implement said quiet
corridors included in the FINAL RULE; and,

WHEREAS, improvements at all highway-rail crossings in the CORRIDOR are
infeasible due to cost and/or the impracticalities of installation; and,

WHEREAS, the implementation of said FINAL RULE and the continuing
frequency at which train horns are heard has a negative impact on the quality of life of the
residents of the PARTIES; and,

WHEREAS, the PARTIES have determined it is desirous to pursue a cooperative
quiet corridor as a more cost effective and acceptable alternative to the mandatory
sounding of the train horns and/or the installation of supplemental and/or alternative safety
measures included in the FINAL RULE; and,

EXHIBIT A

WHEREAS, the PARTIES hereto have agreed to participate equally in paying for the recertification of the quiet corridor.

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 hereto do hereby enter into the following:

1. It is mutually agreed by and among the PARTIES hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. BARRINGTON agrees to serve as the Lead Agency for the STUDY and to perform the administrative functions associated with said STUDY. For the purposes of THIS AGREEMENT, said administrative functions shall be limited to contracting with RINA, hereinafter the CONTRACTOR, to perform the work items included in the approved scope of work for the STUDY, paying the CONTRACTOR for completion of the work items included in the scope of services for the STUDY, and receiving reimbursement from each of the other PARTIES hereto in an amount distributed equally among all participating PARTIES for said STUDY.
3. It is mutually agreed by and among the PARTIES hereto that the scope of work contained in the proposal from the CONTRACTOR titled, "Proposal to provide Professional Engineering Services for Barrington Quiet Zone Recertification Assistance, Lake County, Illinois" and dated May 7, 2026 constitutes the approved scope of services for the STUDY. Said approved scope of work, by reference herein are hereby made a part hereof.

It is further mutually agreed that the total cost of the STUDY, as proposed by the CONTRACTOR, shall not exceed \$13,700.00 plus expenses. Expenses shall be submitted for review and approved by BARRINGTON. Said expenses shall be split equally amongst the above PARTIES.

4. It is mutually agreed by and among the PARTIES hereto that the total amount of the local share to be divided equally between the participating PARTIES shall not exceed \$13,700.00, plus any additional expenses as explained above.
5. It is mutually agreed by and among the PARTIES hereto that each of the PARTIES shall each reimburse BARRINGTON an amount not to exceed \$13,700.00 divided equally among the participating PARTIES, plus any additional approved expenses as explained above.
6. It is mutually agreed by and among the PARTIES hereto that upon execution of the contract between BARRINGTON and the CONTRACTOR, the PARTIES

EXHIBIT A

shall each pay to BARRINGTON within thirty (30) days of the receipt of an invoice from BARRINGTON, in a lump sum, an amount equal to seventy-five percent (75%) of their respective obligations incurred under THIS AGREEMENT for payment of the local share for the STUDY. Payments to BARRINGTON, upon execution of the contract between BARRINGTON and the CONTRACTOR and receipt of an invoice from BARRINGTON, from each of the other PARTIES shall be in an amount not to exceed seventy-five percent (75%) of \$13,700.00 divided equally among the participating PARTIES.

The PARTIES further agree that each shall pay to BARRINGTON the remaining twenty-five percent (25%) of their respective obligations incurred under THIS AGREEMENT for payment of the local share for the STUDY. Payment to BARRINGTON shall be in a lump sum, within thirty (30) days of the receipt of an invoice from BARRINGTON, upon completion of the STUDY. The final payments to BARRINGTON upon completion of the STUDY and receipt of an invoice from BARRINGTON shall be in an amount not to exceed to exceed twenty-five percent (25%) of \$13,700.00 divided equally among the participating PARTIES, plus any additional approved expenses, from each of the other PARTIES hereto.

7. The PARTIES agree that other communities may be added to this AGREEMENT in accordance with the cost and expense sharing formula provided herein provided that a duly authorized Amendment is executed by the Parties.
8. The PARTIES hereto agree that by duly executing THIS AGREEMENT, the PARTIES concur in BARRINGTON executing the contract for the STUDY with the CONTRACTOR.

The PARTIES further agree to provide such assistance as proposed by the CONTRACTOR and described in the proposal for the STUDY, without reimbursement from the other PARTIES hereto.

9. It is mutually agreed by and among the PARTIES hereto that each PARTY warrants and represents to each of the other PARTIES 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 provisions 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.
10. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the PARTIES hereto to execute THIS AGREEMENT affix their signatures.

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11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction 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.
12. It is mutually agreed by and among 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.
13. It is mutually agreed by and among 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.
14. It is mutually agreed by and among 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.
15. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
16. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. Except as may be specifically stated otherwise in 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 rights, duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other PARTIES to THIS AGREEMENT.
17. It is mutually agreed by and among 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 of co-partners among the PARTIES hereto for any purpose or in any manner, whatsoever. The PARTIES are to be and shall remain independent of each other with respect to all services performed under THIS AGREEMENT.
18. THIS AGREEMENT shall be considered null and void in the event that the contract between BARRINGTON and the CONTRACTOR for the STUDY is not awarded by September 1, 2026.

EXHIBIT A

VILLAGE OF BARRINGTON HILLS

By:

Brian D. Cecola Village President

ATTEST:

Village Deputy Clerk

Date: June 29, 2026

Date: June 29, 2026