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The Village of South Barrington



30 SOUTH BARRINGTON ROAD
SOUTH BARRINGTON, ILLINOIS 60010-9500
Phone (847) 381-7510 Fax (847) 381-0024
www.southbarrington.org



Doc#: 1419717155 Fee: \$50.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/16/2014 03:56 PM Pg: 1 of 7

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly appointed and acting Deputy Village Clerk of the Village of South Barrington, Cook County, Illinois, and as such Officer I am the custodian of the records of the Village of South Barrington.

I further certify that the foregoing is a true and correct copy of the following records:

RESOLUTION-2014-1386: A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE REGENCY AT THE WOODS OF SOUTH BARRINGTON FOR THE ENFORCEMENT OF TRAFFIC REGULATIONS



Dated this 12th day of JUNE 2014

Linda Hooker, Deputy Village Clerk

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Village Of South Barrington

RESOLUTION NO. R-2014- 1386

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE REGENCY AT THE WOODS OF SOUTH BARRINGTON FOR THE ENFORCEMENT OF TRAFFIC REGULATIONS

WHEREAS,, Section 11-209.1 of the Illinois Vehicle Code (625 ILCS 5/11-209.1), authorizes any board of directors representing a residential subdivision or development to request that the Village enforce the provisions of the Vehicle Code on private streets or roads; and

WHEREAS, The Regency at the Woods of South Barrington ("The Regency") is located entirely within the Village's corporate limits; and,

WHEREAS, The Regency desires that the Village enforce the provisions of the Vehicle Code on private streets or roads; and

WHEREAS, The Village Board desires to enter into an agreement with The Regency to regulate the parking of automobiles and the traffic on the private roads of The Regency, such agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of South Barrington as follows:

SECTION 1. The Village President and Village Clerk are authorized to execute An Agreement with The Regency at The Woods of South Barrington to regulate parking and traffic on the private streets of The Regency, a copy of which is attached hereto as Exhibit A.

SECTION 2. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

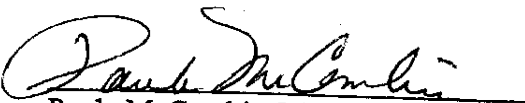
PASSED: This 12TH day of June, 2014

APPROVED: This 12TH day of June, 2014

ATTEST:

APPROVED:


Donna Wood, Village Clerk


Paula McCombie, Village President

AYES: 6 NAYS: 0 ABSTAIN: 0 ABSENT: 0

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Village of South Barrington

EXHIBIT A

**An Agreement between the Village of South Barrington
and The Regency at The Woods of South Barrington
for the Enforcement of Traffic Regulations**

Property of Cook County Clerk's Office

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AN AGREEMENT BETWEEN THE VILLAGE OF SOUTH BARRINGTON AND THE REGENCY AT THE WOODS OF SOUTH BARRINGTON FOR THE ENFORCEMENT OF TRAFFIC REGULATIONS

THIS AGREEMENT, entered into this 12TH day of JUNE, 2014, by and between the VILLAGE OF SOUTH BARRINGTON, an Illinois municipal corporation (the "Village") and THE REGENCY AT THE WOODS OF SOUTH BARRINGTON (the "Regency").

WITNESSETH:

WHEREAS, the Regency is a residential subdivision located entirely within the corporate limits of the Village which contains a minimum of ten single-family residences and maintains private streets; and

WHEREAS, the Regency has filed a written request that the Village enforce the Illinois Vehicle Code, 625 ILCS 5/1-100 *et seq.*, (the "Vehicle Code") as well as local parking and traffic regulations on the private streets within the Regency subdivision; and

WHEREAS, Section 11-209.1 of the Vehicle Code, 625 ILCS 5/11-209.1, authorizes the corporate authorities of the Village to agree to provide traffic enforcement and enforce the provisions of the Vehicle Code on all private roads in a residential subdivision, development, apartment house or apartment project containing a minimum of ten apartments or single-family residences; and

NOW, THEREFORE, for the consideration stated in this Agreement, the Village and the Regency hereby agree as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Agreement as substantive provisions hereof.

Section 2. Village Authority to Enforce Parking and Traffic Regulations. The Village shall have the authority to enforce the Vehicle Code, Village Code or Ordinance, through the issuance of traffic citations and any other means provided by law, such parking and traffic regulations occurring on the private streets within the Regency at the Woods of South Barrington as the Village determines are appropriate and necessary to provide for the safe and efficient movement of traffic and the health and safety of Village residents.

Section 3. Installation of Traffic Control Devices. Subject to the procedure established in Section 5 of this Agreement, the Village shall have the authority to install, at the expense of the Regency, such traffic signs, signals, and markings as the Village and the Regency shall mutually agree are appropriate and necessary to provide for the safe and efficient movement of traffic and the health and safety of Village residents.

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Section 4. Removal of Vehicles. The Village shall have authority, but not the duty, to provide for the removal and storage of vehicles that are in violation of any provision of the Vehicle Code, Village Code or Ordinance and to provide for the payment of reasonable charges by the owner or operator of any vehicle so removed or stored to the Village for the costs of such removal or storage.

Section 5. Procedure for the Installation of Traffic Control Devices. No traffic control device shall be installed by the Village except pursuant to the following procedure:

- (a) The Village, through its Police Chief or his designee, and the Regency's General Manager or his designee, shall jointly inspect the private roads from time to time for the purpose of determining what traffic control devices are appropriate and necessary for the safe and efficient movement of traffic and the health and safety of Village residents.
- (b) After such inspection, the Village may cause to be installed on the private roads such traffic control devices to which the Village and the Regency mutually agree.
- (c) The Regency shall pay to the Village, within fifteen (15) days after written request from the Village therefore, all costs incurred by the Village for the designation and installation of such devices.

Section 6. Maintenance. The Regency shall, at its sole cost and expense, keep and maintain all devices within the Regency subdivision in good condition at all times.

Section 7. Fines. The Village, in the sole discretion of its officers and officials, may issue citations and collect fines associated with traffic control devices or for violations of any traffic regulations, traffic control devices, Village Code or Ordinance, and the laws of the State of Illinois. It shall be the sole responsibility of, and within the sole discretion of, the Village to prosecute such citations. All fines imposed and collected by the Village shall be the property of the Village.

Section 8. Authority Not Exclusive. The authority granted to the Village herein shall be in addition to, and shall not be a limitation on, any other authority the Village may have under any federal, state or local code, ordinance or regulation.

Section 9. Exclusions. This Agreement does not include, and shall not be construed or applied to require the performance by the Village of any of the following actions:

- (a) striping, painting, or otherwise performing maintenance work on the pavement of the private roads;
- (b) removing debris remaining from accidents within the Regency subdivision; and

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- (c) any other activity not expressly agreed to by the Village in this Agreement.

Section 10. Term; Extensions. This Agreement shall be in full force and effect commencing on the date first written above through December 31, 2024. This Agreement may be extended for successive additional ten (10) year periods by prior mutual agreement of the Village and the Regency.

Section 11. Termination; Payment of Costs. This Agreement may be terminated without cause by either party hereto at any time upon sixty (60) days notice in writing to the other party, delivered as provided in Section 12 of this Agreement; provided, however, that the Regency shall pay all costs due to the Village in advance of any notice of termination of this Agreement by the Regency.

Section 12. Notices. All notices required to be provided pursuant to this Agreement shall be served upon the representatives of the parties as provided in this Section. Notices shall be delivered personally or shall be sent by certified mail, return receipt requested, addressed as follows:

If to the Village:

Chief of Police
 Village of South Barrington
 30 S. Barrington Road
 South Barrington, IL 60010

If to the Regency:

General Manager
 The Regency at the Woods of South Barrington
 One Regency Blvd.
 South Barrington, IL 60010

Notices sent by certified mail shall be deemed made two (2) days after having been sent.

Section 13. Recordation. Within fifteen (15) days after the first day written above, the Village shall cause this Agreement to be recorded in the Office of the Clerk of Cook County, Illinois. The Regency shall pay to the Village all costs incurred by the Village in so recording this Agreement.

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Section 14. Complete Agreement. This Agreement represents the full and complete understanding and agreement of the parties hereto and supersedes every other Agreement or understanding between the parties, whether written or oral.

IN WITNESS WHEREOF, the Village and the Regency have caused this Agreement to be executed by their duly authorized representatives, who have the authority to so execute and bind the parties to the terms of this Agreement.

Village of South Barrington

The Regency at the Woods of South Barrington

By: *Paul McCombe*

By: *[Signature]*

Title: VILLAGE PRESIDENT

Title: PRESIDENT

Attest:
By: *[Signature]*

Attest:
By: *[Signature]*

Title: VILLAGE CLERK

Title: ADVISORY COMMITTEE
REGENCY