VILLAGE OF NORTH BARRINGTON

PRESIDENT AND BOARD OF TRUSTEES 111 Old Barrington Road, North Barrington, IL 60010 August 21, 2024 7:00 P.M.

https://zoom.us/j/4168130572?pwd=aGRhSXd2U25yM2c1V29Wd0tCd0JJQT09

Meeting ID: 416 813 0572 Password: 0NeGdv

To access the meeting by phone dial (312) 626-6799

Meeting ID: 416 813 0572

Password: 824994

MEETING AGENDA

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Public Comment

Any person shall be permitted an opportunity to speak on any matter of public concern. Remarks of any person speaking shall be limited to five (5) minutes. The total time allotted for addressing the corporate authorities shall be thirty (30) minutes at any meeting.

- 5. Minutes
 - A. **Motion** to approve the minutes from the July 24, 2024 Board Meeting.
 - B. **Motion** to approve the minutes from the July 24, 2024 Special Board Meeting.
- 6. Treasurer's Report

Motion to Approve the July Treasurer's Report for FYE 2025.

- 7. Consent Agenda
- 8. Action Items
 - A. **Motion** to Adopt a Resolution Confirming the Appointment of Sarah L. Creviston as a Village Trustee for the Village of North Barrington.

- B. **Motion** to pass an Ordinance Granting Variation from Fence Regulations for Property Located at 107 Mohawk Dr., North Barrington Illinois.
- C. **Motion** to Adopt a Resolution Approving a Proposal from Alan Horticulture, LLC for Construction of Walking Path in Leonard Park.
- D. **Motion** to Approve written request to extend artificial lighting variation until April 15, 2025 for two temporary platform tennis courts at 160 Biltmore Dr., North Barrington, Illinois as authorized by Ordinance No. 2022-09.
- E. **Motion** to pass an Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement for Cooperative Traffic Control by and Among the Village of Tower Lakes, The Village of North Barrington, and the Village of Lake Barrington.
- 9. Unpaid Warrant List

Motion to Approve the August 2024 unpaid Warrant list.

10. Checks Written Report

Motion to ratify the payments from July 18, 2024 to August 20, 2024.

- 11. Village Administrator's Report
- 12. Board of Trustee's Reports

A. Trustee (Vacant) Zoning Board of Appeals

B. Trustee Kelleher Parks & Recreation Commission

C. Trustee (Vacant) Public Safety
D. Trustee Morrow Plan Commission

E. Trustee Pais Roads/Utilities/Stormwater Management

F. Trustee Vandenbergh Environmental & Health Commission/SWALCO Director

13. Village President's Report

Village Updates

A. Biltmore Country Club Annual Summer Concert

- 14. Old Business
- 15. Closed Session: MOTION that a portion of the meeting be closed to the public, effective immediately as permitted by 5 ILCS 120/2(c)(5), to consider the acquisition of real property by the Village, or to consider the selling price of real estate and as permitted

by 5 ILCS 120/2(c)(11), to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal or which is probable or imminent and as permitted by 5ILCS 120/2(c)(1) to discuss the appointment, employment, compensation, discipline or performance of specific employees; and as permitted by 5 ILCS 120/2(c)(21) approval of Closed Session Minutes.

- 16. Reconvene of Open Session
- 17. New Business
- 18. Adjournment

The Village of North Barrington is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 381-6000, x10 promptly to allow the Village to make reasonable accommodations for those persons.

Posted by:	Date:	Time:

Call to Order

The meeting was called to order at 7:02 p.m.

Roll Call

Roll Call was answered by Trustees Horcher, Kelleher, Morrow, Pais, Vandenbergh and President Sweet McDonnell. Also present were Village Treasurer Mo Ashab, Mark Childers, Village Health & Sanitation Officer Natalie Karney, Attorney Joseph Menges, Administrator John Lobaito, and Administrative Assistant Sue Murdy.

Pledge of Allegiance

Trustee Horcher led the Pledge of Allegiance.

Public Comment

No public comment.

Approval of Minutes

Village Board Meeting Minutes of June 19, 2024.

Motion by Trustee Horcher and seconded by Trustee Kelleher to approve the Village Board Meeting Minutes of June 19, 2024. On roll call Trustees Horcher, Kelleher, Morrow, Pais, and Vandenbergh voted AYE. No NAYS. Motion Carried.

Treasurer's Report

June Treasure's Report for FYE 2025.

Village Treasurer Mo Ashab reported to the Board the Village is completing the second month of the fiscal year and finances are on track. Mr. Ashab noted the Village has received 31% of the budgeted revenues. The expenses are 13.3% of budget. Mosquito abatement expenses are higher at this time than last year. It is anticipated that one or two additional Village sprays will be needed due to the wet weather. President Sweet McDonnell inquired about the funding of additional sprayings if it goes over the budgeted amount. Village Administrator Lobaito stated that underspending in other line items in the General Fund would be used.

There was discussion about some items in the revenue category that show a 0.00 balance currently. Administrator Lobaito explained that some items have not been posted yet.

Treasurer Ashab noted some travel expenditures incurred in May which carryover from FYE 2024 and were explained by President Sweet McDonnell.

Administrator Lobaito clarified the landscape maintenance expenses.

The Capital Projects Fund expenses related to legal fees and engineering costs were discussed.

Motion by Trustee Horcher and seconded by Trustee Kelleher to approve the June Treasurer's Report for FYE 2025. On roll call Trustees Horcher, Kelleher, Morrow, Pais, and Vandenbergh voted AYE. No NAYS. Motion Carried.

Action Items

A. **Motion** to adopt a Resolution confirming the Appointment of a Village Trustee for the Village of North Barrington, Illinois.

Village President, McDonnell noted that this item is being moved to the August 21, 2024, Board of Trustees Meeting.

B. **Motion** to pass an Ordinance Granting Variations from Fence Regulations for Property Located at 433 Signal Hill Road, North Barrington, Illinois.

Trustee Horcher addressed the Board and explained the discussion that took place at the June 25, 2024 Zoning Board of Appeals Hearing. The ZBA voted unanimously to recommend approval of the variance request to the Board of Trustees. There was a comprehensive discussion of the nature of the variance request, along with the history of the Village fence Ordinance. Village Administrator Lobaito stated the Plan Commission would be reviewing the current Village Code to make revisions and amendments.

Mr. Childers addressed the Board and explained the challenges he encountered with the Village Code when determining his installation plans for a fence in response to Trustee Vandenbergh's questions. There was general discussion by the Board that the fence regulations needed to be reviewed and updated. Mr. Childers thanked the Board of Trustees for their consideration.

Motion by Trustee Horcher and seconded by Trustee Kelleher to Pass an Ordinance Granting Variations from Fence Regulations for Property Located at 433 Signal Hill Road, North Barrington, Illinois. On roll call Trustees Horcher, Kelleher, Morrow, País, and Vandenbergh voted AYE. No NAYS. Motion Carried.

C. **Motion** to pass an Ordinance amending Title 8, Chapter 2 of the North Barrington Village Code to Adopt the 2021 Illinois Energy Conservation Code, the 2014 Illinois Plumbing Code, and the 2018 Illinois Accessibility Code.

Village Administrator Lobaito stated that in addition to local building codes, the state of Illinois mandates that each municipality adopt the latest edition of the Illinois Energy Conservation Code, the Illinois Plumbing Code, and the Illinois Accessibility Code.

Motion by Trustee Vandenbergh and seconded by Trustee Pais to pass an Ordinance amending Title 8, Chapter 2 of the North Barrington Village Code to Adopt the 2021 Illinois Energy Conservation Code, the 2014 Illinois Plumbing Code, and the 2018 Illinois Accessibility Code. On roll call Trustees Horcher, Kelleher, Morrow, Pais, and Vandenbergh voted AYE. No NAYS. Motion Carried.

D. **Motion** to pass the Annual Appropriation Ordinance for Fiscal Year End 2025.

Motion by Trustee Vandenbergh and seconded by Trustee Pais to pass the Annual Appropriation Ordinance for Fiscal Year End 2025. On roll call Trustees Horcher, Kelleher, Morrow, Pais, and Vandenbergh voted AYE. No NAYS. Motion Carried.

E. Motion to approve the Certified Estimate of Revenues for the Fiscal Year End 2025.

Village Administrator stated that Treasurer Ashab found an error on the Certified Estimate of Revenues table in the Board Packet. Under the General Fund Revenues, the Use Tax should read \$115,000 not \$110,000. That changed the grand total to \$1,958,381 from \$1,953,381.

Motion by Trustee Vandenbergh and seconded by Trustee Pais to approve the Certified Estimate of Revenues for the Fiscal Year End 2025 as amended. On roll call Trustees Horcher, Kelleher, Morrow, Pais, and Vandenbergh voted AYE. No NAYS. Motion Carried.

VILLAGE OF NORTH BARRINGTON

PRESIDENT AND BOARD OF TRUSTEES MEETING MINUTES WEDNESDAY JULY 24, 2024

F. **Motion** to adopt a Resolution confirming the appointments of commission members and consultants of the Village of North Barrington, Illinois.

President Sweet McDonnell thanked Village Health and Sanitation Officer Natalie Karney for attending this evening's meeting as well as the length of time she has performed work for the Village.

Motion by Trustee Horcher and seconded by Trustee Pais to approve a Resolution confirming the appointments of commission members and consultants of the Village of North Barrington, Illinois. On roll call Trustees Horcher, Kelleher, Morrow, Pais, and Vandenbergh voted AYE. No NAYS. Motion Carried.

Unpaid Warrant List

Motion to approve the July 2024 Unpaid Warrant List.

Trustee Vandenbergh asked if the Village obtains competitive quotes for HVAC annual maintenance. Administrator Lobaito replied, no, but for the Village will be getting competitive quotes for the replacement of one of the Roof Top Units.

Motion by Trustee Horcher and seconded by Trustee Pais to approve the May 2024 Unpaid Warrant List. On roll call Trustees Horcher, Kelleher, Morrow, Pais, and Vandenbergh voted AYE. No NAYS. Motion Carried.

Checks Written Report

Motion to approve payments from June 19, 2024, to July 18, 2024.

Trustee Vandenbergh asked about the cost of window cleaning at Village Hall. Administrator Lobaito explained that the cleaning is done twice per year and includes gutter cleaning.

Motion by Trustee Vandenbergh and seconded by Trustee Pais to approve payments from June 19, 2024, to July 18, 2024. On roll call Trustees Horcher, Kelleher, Morrow, Pais, and Vandenbergh voted AYE. No NAYS. Motion Carried.

Village Administrator's Report

VILLAGE OF NORTH BARRINGTON PRESIDENT AND BOARD OF TRUSTEES

MEETING MINUTES
WEDNESDAY JULY 24, 2024

The Village Administrator had no report.

Board of Trustee's Reports

Trustee Horcher – Trustee Horcher stated he enjoyed his role as Trustee Liaison to the Zoning Board Appeals.

Trustee Kelleher – Trustee Kelleher reported the Commission met on July 1, 2024, and established a timeline for the approval and installation of the Leonard Park walking path. The Board may be voting on the proposal at the August 21, 2024, Meeting. Trustee Kelleher reported the summer concert series has been successful, and the Parks and Recreation Commission was preparing for the Fall Festival to be held October 6, 2024. The Commission will begin actively recruiting volunteers.

Trustee Morrow – Trustee Morrow had no report.

Trustee Pais – Trustee Pais reported he has met with the Village Administrator and the road contractors to finalize the Village roads resurfacing. Trustee Pais reported that the Village Road Program project will begin in August. The surface of 1.29 miles of Village roads will be resurfaced by Schroeder Asphalt, the lowest bidder. The equipment parking was discussed.

Trustee Vandenbergh – Trustee Vandenbergh reported the Environmental and Health Commission will hold the Village Garden Walk on August 25th, 2024, from 1:00 pm to 4:00 pm. The walk will begin at the gazebo at Eton Park, where participants will be given a map. The Commission hopes to engage a guest speaker as well. Trustee Vandenbergh stated his personal garden will be part of the Village Garden Walk.

Village President's Report

President Sweet McDonnell stated she will attend the Barrington Area Leadership Conference at the Barrington White House on August 8th and 9th. She invited the Trustees to join her.

President Sweet McDonnell stated she will attend a mayor's concert event at Ravina on August 25th, 2024. She received complimentary tickets from the Mayor of Highland Park.

President Sweet McDonnell stated the IML Conference will be held in Chicago, Illinois on Friday, September 20th, 2024.

President Sweet McDonnell stated that the Grassmere, Haverton, Oaksbury project is moving forward. The initial IGA has been signed and the Village is waiting for the 2nd IGA which officially releases the funds. She stated the overwhelming concern of the Village residents. IDOT has placed two easels noting "water on pavement" on IL Hwy. 59 due to persistent standing water due to the drainage issues. Alternative assistance is being discussed with Lake County Public Works. There was extensive discussion about the problems the flooding is causing and the flow of the water once it is released. Trustee Vandenbergh voiced his concern about any negative impact to Honey Lake and increase in flow Volume. President Sweet McDonnell stated that IL Hwy. 59 is a state road and therefore the Village is restricted as to what actions it can take. There was discussion about the flooding in the Haverton Subdivision as well. President Sweet McDonnell welcomed suggestions.

Village Administrator Lobaito suggested inviting the project design engineers from Robinson Engineering to the August 21st, 2024, Board Meeting to review the project design and answer questions about the project from the Board members. A total of thirteen easements are required from certain residents. The Village will also invite Lake County Stormwater Management to the August 21, 2024, meeting. Trustee Pais suggested a public meeting in the form of an "open house" be held at some point in the future for the residents.

President Sweet McDonnell read a Proclamation to acknowledge Trustee Kevin Horcher for his service to the Village of North Barrington. Trustee Horcher stated how much he has enjoyed serving on the Board of Trustees and working with the Village President, Board members, and staff.

President Sweet McDonnell thanked Mr. Joe Menges for stepping in for the Village Attorney at this evening's meeting.

There was no old business.

Closed Session

There was no closed session.

New Business

There was no new business.

<u>Adjournment</u>

VILLAGE OF NORTH BARRINGTON PRESIDENT AND BOARD OF TRUSTEES

MEETING MINUTES
WEDNESDAY JULY 24, 2024

5A

Motion by Trustee Horcher and seconded by Trustee Pais to adjourn the meeting. On voice vote Trustees Horcher, Kelleher, Morrow, Pais, and Vandenbergh voted AYE. No NAYS. Motion Carried.

The meeting was adjourned at 8:45 p.m.

Submitted by,

John A. Lobaito, Village Clerk

VILLAGE OF NORTH BARRINGTON

PRESIDENT AND BOARD OF TRUSTEES SPECIAL MEETING PUBLIC HEARING MEETING MINUTES APPROPRIATION ORDINANCE WEDNESDAY JULY 24, 2024

Call to Order

The meeting was called to order at 6:46 p.m.

Roll Call

Roll Call was answered by Trustees Horcher, Kelleher, Morrow, Pais, Vandenbergh and President Sweet McDonnell. Also present were Village Treasurer Mo Ashab, Attorney Joe Menges, Administrator John Lobaito, and Administrative Assistant Sue Murdy.

Presentation of the Annual Appropriation Ordinance for Fiscal Year End 2025

Village Administrator John Lobaito addressed the Board to state that the Illinois Municipal Code requires that municipalities pass an annual Appropriation Ordinance within the first quarter of the fiscal year. The Village appropriates the sums of money considered necessary to defray all necessary expenses and liabilities of the Village. The proposed Appropriation Ordinance sets the legal spending limit for the fiscal year. The budget that was adopted by the Village Board April 15, 2024, is the basis for the Appropriation Ordinance. A public hearing is required. Mr. Lobaito stated all requirements have been met.

Trustee Pais asked for confirmation of the percentage of increase over last year. Administrator Lobaito stated the increase was in the range of 3% to 4% and was in line with the approved budget for FYE 2025.

Motion by Trustee Horcher and seconded by Trustee Morrow to make a recommendation to approve as presented the Annual Appropriation Ordinance for Fiscal Year End 2025. On roll call Trustees Horcher, Kelleher, Morrow, Pais and Vandenbergh voted AYE, No NAYS. Motion Carried.

Public Comments

There were no public comments.

<u>Adjournment</u>

Motion by Trustee Horcher and seconded by Trustee Vandenbergh to adjourn the meeting. On voice vote Trustees Horcher, Kelleher, Morrow, Pais, and Vandenbergh voted AYE. No NAYS. Motion Carried.

The meeting was adjourned at 6:57 p.m.		
Submitted by,		

John A. Lobaito, Village Clerk

Village of North Barrington TREASURER'S REPORT - NO CAPITAL ACCOUNTS

	May 1 - Aug 21, 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Property Tax				
10.3100 · Property Taxes - Corporate	212,000.49	403,502.00	-191,501.51	52.5%
10.3105 · Property Taxes - Roads	25,971.23	50,000.00	-24,028.77	51.9%
10.3110 · Property Taxes - Police	149,097.30	284,929.00	-135,831.70	52.3%
10.3115 · Property Taxes - Audit	4,448.96	8,500.00	-4,051.04	52.3%
Total Property Tax	391,517.98	746,931.00	-355,413.02	52.4%
State Tax Distributions				
10.3410 · State Income Tax	89,279.93	525,000.00	-435,720.07	17.0%
10.3420 · Pers. Prop. Replacement Tax	1,267.40	8,000.00	-6,732.60	15.8%
10.3440 · State Sales Tax	47,331.06	165,000.00	-117,668.94	28.7%
10.3450 · State Use Tax	20,302.69	115,000.00	-94,697.31	17.7%
10.3455 · Cannabis Use Tax	836.46	5,000.00	-4,163.54	16.7%
Total State Tax Distributions	159,017.54	818,000.00	-658,982.46	19.4%
Franchise Fees 10.3250 · AT&T U-Verse	0.00	2,300.00	-2,300.00	0.0%
	766.88	4,200.00	-2,300.00 -3,433.12	18.3%
10.3255 · AT&T Long Distance 10.3260 · Comcast	34,820.67	4,200.00 68,500.00	-3,433.12 -33,679.33	50.8%
10.3270 · Other Franchise Fees	823.02	0.00	823.02	100.0%
Total Franchise Fees	36,410.57	75,000.00	-38,589.43	48.5%
Permits / Filing Fees				
10.3300 · Application Fees	2,700.00	0.00	2,700.00	100.0%
10.3305 · Building Permit Fees	44,501.19	90,000.00	-45,498.81	49.4%
10.3320 · Septic Permit	2,475.00	3,000.00	-525.00	82.5%
10.3327 · Golf Cart Permits	200.00	300.00	-100.00	66.7%
10.3330 · Tree Removal Permit 10.3340 · Watershed Development Permit	150.00 1,300.00	0.00 5,500.00	150.00 -4,200.00	100.0% 23.6%
Total Permits / Filing Fees	51,326.19	98.800.00	-47,473.81	51.9%
10.3510 · Police Fines	50.00	1.000.00	-950.00	5.0%
10.3200 · Liquor Licenses	4,250.00	4.250.00	0.00	100.0%
10.3750 · Road Impact Fees	500.00	1,000.00	-500.00	50.0%
10.3751 · Impact Fee - Parks	0.00	4,000.00	-4,000.00	0.0%
10.3800 · Interest Income	19,307.13	50,000.00	-30,692.87	38.6%
10.3855 · Board of Appeals Income	600.00	300.00	300.00	200.0%
10.3900 · Other Income	214.46	2,000.00	-1,785.54	10.7%
30.3460 · MFT Allotment	23,485.73	87,100.00	-63,614.27	27.0%
30.3465 · Transportation Renewal	23,205.39	50,000.00	-26,794.61	46.4%
30.3800 · MFT Interest	13,784.60	20,000.00	-6,215.40	68.9%
70.3800 · SSA Interest	4,081.63	0.00	4,081.63	100.0%
Total Income	727,751.22	1,958,381.00	-1,230,629.78	37.2%
Gross Profit	727,751.22	1,958,381.00	-1,230,629.78	37.2%
Expense				
Salaries & Benefits	40.05 : 55	405.053.55		
10.4050 · Administrator	49,324.00	125,000.00	-75,676.00	39.5%
10.4056 · Administrative Assistant #1 10.4057 · Administrative Assistant #2	15,405.00 0.00	50,000.00 60,000.00	-34,595.00 -60,000.00	30.8% 0.0%

Village of North Barrington TREASURER'S REPORT - NO CAPITAL ACCOUNTS

	May 1 - Aug 21, 24	Budget	\$ Over Budget	% of Budget
10.4058 · PT Clerical 10.4060 · Payroll Taxes	2,167.00 113.87	20,000.00 6,120.00	-17,833.00 -6,006.13	10.8% 1.9%
Total Salaries & Benefits	67,009.87	261,120.00	-194,110.13	25.7%
Administrative Expense				
10.5205 · Copier Lease/Maintenance	1,486.17	5,000.00	-3,513.83	29.7%
10.5220 · Legal	6,300.00	50,000.00	-43,700.00	12.6%
10.5225 · Mosquito Abatement	21,414.00	20,000.00	1,414.00	107.1%
10.5230 · Codification Services	0.00	3,000.00	-3,000.00	0.0%
10.5245 · Website	450.00	4,000.00	-3,550.00	11.3%
10.5250 · Treasurer's Services	400.00	2,400.00	-2,000.00	16.7%
10.5260 · Accounting Services	10,000.00	30,000.00	-20,000.00	33.3%
10.5265 · Audit Services	0.00	12,000.00	-12,000.00	0.0%
10.5266 · Village Recognition	0.00	3,000.00	-3,000.00	0.0%
10.5275 · Paratransit Services - Pace	0.00	150.00	-150.00	0.0%
10.5395 · Bank Service Fee	-14.70	500.00	-514.70	-2.9%
10.5400 · Membership Dues & Subscriptions	493.15	9,000.00	-8,506.85 1,500.00	5.5%
10.5405 · Flint Creek Watershed Partshp 10.5412 · Internet	0.00 441.27	1,500.00 2,000.00	-1,500.00 -1,558.73	0.0% 22.1%
10.5414 · Postage	851.59	3.000.00	-1,556.75 -2.148.41	28.4%
10.5500 · Printing	0.00	3,000.00	-3,000.00	0.0%
10.5550 · Publishing & Recording Fees	285.70	1,000.00	-714.30	28.6%
10.5600 · Phone Services	891.95	4,400.00	-3.508.05	20.3%
10.5650 · Meetings & Travel	1,250.30	3,500.00	-2,249.70	35.7%
10.5730 · Office Supplies	1,899.66	4,000.00	-2.100.34	47.5%
10.5800 · BACOG Dues	0.00	10.000.00	-10.000.00	0.0%
10.5805 · Contingency	0.00	1,000.00	-1,000.00	0.0%
10.5300 · Liability Insurance	0.00	16,000.00	-16,000.00	0.0%
Total Administrative Expense	46,149.09	188,450.00	-142,300.91	24.5%
10.5079 · Miscellaneous	50.00	0.00	50.00	100.0%
Village Hall 10.5705 · Building Maintenance & Repair	679.96	8,700.00	-8,020.04	7.8%
10.5706 · Contracted Services	079.90	0,700.00	-0,020.04	1.070
5706.1 · Fire/Security Alarm	600.00	2.000.00	-1.400.00	30.0%
5706.2 · Generator Maintenance	0.00	600.00	-600.00	0.0%
5706.3 · HVAC Maintenance	650.00	1.500.00	-850.00	43.3%
5706.4 · Cleaning Services	688.00	1,200.00	-512.00	57.3%
5706.5 · Windows/Gutter Cleaning	0.00	1,400.00	-1,400.00	0.0%
5706.6 · Landscape Maintenance	11,084.19	18,000.00	-6,915.81	61.6%
Total 10.5706 · Contracted Services	13,022.19	24,700.00	-11,677.81	52.7%
10.5707 · Mechanical Maintenance				
5707.1 · Electrical Supply & Repair	0.00	3,000.00	-3,000.00	0.0%
5707.2 · Plumbing	0.00	3,000.00	-3,000.00	0.0%
-			·	
Total 10.5707 · Mechanical Maintenance	0.00	6,000.00	-6,000.00	0.0%
10.5722 · Well Maintenance	0.00	1,000.00	-1,000.00	0.0%
10.5731 · Building Supplies	160.74	2,500.00	-2,339.26	6.4%
10.5733 · Lake County Water Supply Permit	0.00	300.00	-300.00	0.0%
10.5745 · Pest Control	260.00	800.00	-540.00	32.5%
10.9090 · Contingency	0.00	1,500.00	-1,500.00	0.0%

Parks

Village of North Barrington TREASURER'S REPORT - NO CAPITAL ACCOUNTS

	May 1 - Aug 21, 24	Budget	\$ Over Budget	% of Budget
Total Village Hall	14,122.89	45,500.00	-31,377.11	31.0
Health & Sanitation 10.5235 · Health Officer 10.5811 · Membership Dues & Subscriptions	4,313.75 0.00	5,500.00 300.00	-1,186.25 -300.00	78.4% 0.0%
Total Health & Sanitation	4,313.75	5,800.00	-1,486.25	74.4
Enviornmental & Health Commiss 10.5420 · Enviornmental & Health Commiss. 10.5421 · 50/50 Tree Program	0.00 1,200.00	2,000.00 7,000.00	-2,000.00 -5,800.00	0.0% 17.1%
Total Enviornmental & Health Commiss	1,200.00	9,000.00	-7,800.00	13.3
Information Technology (IT) 10.5240 · IT Consulting Services 10.5247 · IT Annual Licensing	7,091.76 0.00	30,000.00 12,000.00	-22,908.24 -12,000.00	23.6% 0.0%
Total Information Technology (IT)	7,091.76	42,000.00	-34,908.24	16.9
Building Department 12.5100 · Building and Zoning Officer 12.5105 · Inspections 12.5811 · Membership Dues & Subscriptions 12.9090 · Contingency	20,282.50 5,371.50 0.00 0.00	65,000.00 18,000.00 300.00 500.00	-44,717.50 -12,628.50 -300.00 -500.00	31.2% 29.8% 0.0% 0.0%
Total Building Department	25,654.00	83,800.00	-58,146.00	30.6
Forester 15.5070 · Forester Services 15.5072 · Tree Planting & Removals 15.5811 · Membership Dues & Subscriptions 15.9090 · Contingency	3,125.00 0.00 0.00 0.00 0.00	6,700.00 20,000.00 300.00 500.00	-3,575.00 -20,000.00 -300.00 -500.00	46.6% 0.0% 0.0% 0.0%
Total Forester	3,125.00	27,500.00	-24,375.00	11.4
Engineering 17.5018 · NPDES Permit/MS4 17.5105 · Inspections 17.5114 · Plan Review 17.5125 · Engineer Consulting	1,820.00 0.00 1,883.00 9,700.75	5,000.00 6,000.00 8,000.00 35,000.00	-3,180.00 -6,000.00 -6,117.00 -25,299.25	36.4% 0.0% 23.5% 27.7%
Total Engineering	13,403.75	54,000.00	-40,596.25	24.8
Police Service 20.5201 · IGA - Police Services 20.5202 · IGA - NB School Traffic Control	115,997.36 3,960.20	350,000.00 8,500.00	-234,002.64 -4,539.80	33.1% 46.6%
Total Police Service	119,957.56	358,500.00	-238,542.44	33.5
Highways & Streets (Road Dept.) 30.5015 · Public Works 30.5020 · Utilties 30.5025 · Maintenance/Storm Cleanup 30.5030 · Snow Removal	19,548.98 273.62 2,746.50 0.00	50,000.00 1,000.00 13,000.00 140,000.00	-30,451.02 -726.38 -10,253.50 -140,000.00	39.1% 27.4% 21.1% 0.0%
Total Highways & Streets (Road Dept.)	22,569.10	204,000.00	-181,430.90	11.1

Village of North Barrington TREASURER'S REPORT - NO CAPITAL ACCOUNTS

	May 1 - Aug 21, 24	Budget	\$ Over Budget	% of Budget	
40.5015 · Summer Concerts	4,820.36	10,000.00	-5,179.64	48.2%	
40.5020 · Fall Fest	108.00	15,000.00	-14,892.00	0.7%	
40.5025 · Spring Fest	0.00	3,100.00	-3,100.00	0.0%	
40.5030 · Winter Fest	0.00	5,000.00	-5,000.00	0.0%	
40.5080 · Eton Park - Port-o-let Rental	465.00	1,400.00	-935.00	33.2%	
40.5085 · Landscape Maintenance	5,449.97	15,000.00	-9,550.03	36.3%	
40.9090 · Contingency	0.00	500.00	-500.00	0.0%	
Total Parks	10,843.33	50,000.00	-39,156.67		21.7%
Zoning Board of Appeals 10.5411 · Dues & Expenses 10.5417 · Zoning Ordinance Updates	0.00 0.00	500.00 25,000.00	-500.00 -25,000.00	0.0% 0.0%	
Total Zoning Board of Appeals	0.00	25,500.00	-25,500.00		0.0%
10.5415 · Plan Commission Trust & Agency.	0.00 10,395.50	1,000.00 0.00	-1,000.00 10,395.50		0.0% 100.0%
Total Expense	345,885.60	1,356,170.00	-1,010,284.40		25.5%

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08/14/24 Accrual Basis

Village of North Barrington TREASURER'S REPORT - CAPITAL PROJECTS FUND

_	May 1 - Aug 21, 24	Budget	\$ Over Budget	% of Budget	
Ordinary Income/Expense Income 60.3800 · Interest Income - Cap. Proj.	43.771.50	5,000,00	38.771.50		875.4%
Total Income	43,771.50	5,000.00	38,771.50		875.4%
Gross Profit	43,771.50	·	38,771.50		875.4%
Expense Capital Expenditures 60.5395 · Bank Service Fees	7.35	0.00	7.35		100.0%
60.8000 · Facilities 60.8001 · Village Hall 60.8002 · Parks 8002 · 1 · Lennard Park	9,040.00 1,095.50	100,500.00 0.00	-91,460.00 1,095.50	9.0%	
60.8002 · Parks - Other	0.00	198,500.00	-198,500.00	0.0%	
Total 60.8002 · Parks	1,095.50	198,500.00	-197,404.50	0.6%	
60.8003 · Garage	0.00	3,000.00	-3,000.00	0.0%	
Total 60.8000 · Facilities	10,135.50	302,000.00	-291,864.50		3.4%
60.8100 · Street Maintenance & Repair 60.8105 · Culvert Repair/Replacement 60.8200 · Public Infrastructure	16,392.25 8,738.50	525,000.00 100,000.00	-508,607.75 -91,261.50		3.1% 8.7%
60.8202 - Foliso (Inflastudure) 60.8202 - 50/50 Culvert Replacement 60.8203 - Stormwater Facility Maint. & Im 60.8204 - Grassmere Farms/Haverton/Duck P 60.8205 - Signal Hill Rd Storm Water R	0.00 24,108.54 132,476.75 0.00	10,000.00 85,000.00 1,390,000.00 3,500.00	-10,000.00 -60,891.46 -1,257,523.25 -3,500.00	0.0% 28.4% 9.5% 0.0%	
Total 60.8200 · Public Infrastructure	156,585.29	1,488,500.00	-1,331,914.71		10.5%
60.8300 ⋅ IT	8,133.78	43,200.00	-35,066.22		18.8%
Total Capital Expenditures	199,992.67	2,458,700.00	-2,258,707.33		8.1%
Total Expense	199,992.67	2,458,700.00	-2,258,707.33		8.1%

Village of North Barrington Balance Sheet Prev Year Comparison As of July 31, 2024

	Jul 31, 24	Jul 31, 23	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
00.1000 · BB&T Checking - 6814	108,737.64	161,698.71	-52,961.07	-32.8%
00.1050 · BB&T 1 MM - 3629	1,500,274.95	1,800,604.39	-300,329.44	-16.7%
00.1055 · BB&T MM - 5612 (Wyn Escrow)	33,783.63	32,057.50	1,726.13	5.4%
00.1065 · BB&T Parks MM - 4818	60,074.23	56,954.39	3,119.84	5.5%
30.1060 · BB&T MM MFT - 9338	1,029,411.98	851,033.02	178,378.96	21.0%
60.1000 · BB&T Capital Projects - 8984	3,208,806.72	2,365,672.98	843,133.74	35.6%
70.1062 · BB&T SSA MM - 6758	301,958.58	286,016.06	15,942.52	5.6%
70.1063 · Investment Account	543,784.24	543,784.24	0.00	0.0%
Total Checking/Savings	6,786,831.97	6,097,821.29	689,010.68	11.3%
Other Current Assets				
00.1315 · Deferred Revenue	11,404.69	0.00	11,404.69	100.0%
Due From MFT	614,478.04	597,563.09	16,914.95	2.8%
Due From Capital Projects	394,297.89	68,403.29	325,894.60	476.4%
Total Other Current Assets	1,020,180.62	665,966.38	354,214.24	53.2%
Total Current Assets	7,807,012.59	6,763,787.67	1,043,224.92	15.4%
TOTAL ASSETS	7,807,012.59	6,763,787.67	1,043,224.92	15.4%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
00.2000 · Accounts Payable	31,766.36	26,980.63	4,785.73	17.7%
Total Accounts Payable	31,766.36	26,980.63	4,785.73	17.7%
Other Current Liabilities				
00.2050 · Retained Personnel Payable	17,610.50	17,610.50	0.00	0.0%
Due to General Fund	1,008,775.93	665,966.38	342,809.55	51.5%
60.2630 · Watershed Development Permit Pa	2,710.00	3,450.00	-740.00	- 21.5%
Audit Accounts Payable	47,715.51	0.00	47,715.51	100.0%
SUI Payable	-83.46	47.79	-131.25	-274.6%
60.2610 · Tree Preservation Bond Payable	4,200.00	2,200.00	2,000.00	90.9%
60.2615 · Septic Bonds Payable	8,950.00	7,000.00	1,950.00	27.9%
60.2620 · Tree Replacement Bonds Payable 60.2625 · Road Bonds Payable	79,600.00	63,600.00	16,000.00	25.2%
04-013 · 2004-013 -432 Brookmont	800.00	800.00	0.00	0.0%
60.2625 · Road Bonds Payable - Other	17,997.50	16,997.50	1,000.00	5.9%
Total 60.2625 · Road Bonds Payable	18,797.50	17,797.50	1,000.00	5.6%
70.2700 · Trust & Agency	24,472.62	2,442.12	22,030.50	902.1%

Village of North Barrington Balance Sheet Prev Year Comparison As of July 31, 2024

	Jul 31, 24	Jul 31, 23	\$ Change	% Change
Total Other Current Liabilities	1,212,748.60	780,114.29	432,634.31	55.5%
Total Current Liabilities	1,244,514.96	807,094.92	437,420.04	54.2%
Long Term Liabilities 60.2690 · WPOA Escrow Account	30,245.83	30,245.83	0.00	0.0%
Total Long Term Liabilities	30,245.83	30,245.83	0.00	0.0%
Total Liabilities	1,274,760.79	837,340.75	437,420.04	52.2%
Equity 60.2905 · Capital Reserve Fund Balance 00.2900 · Unreserved Fund Balance 00.2910 · Reserved Funds 30.2900 · MFT Fund Balance 70.2900 · Unreserved Fund Balance - SSA Net Income	1,660,937.55 1,591,402.52 1,828,816.25 486,676.62 814,619.29 149,799.57	1,660,937.55 1,589,234.00 733,402.11 486,676.62 814,619.29 641,577.35	0.00 2,168.52 1,095,414.14 0.00 0.00 -491,777.78	0.0% 0.1% 149.4% 0.0% 0.0% -76.7%
Total Equity	6,532,251.80	5,926,446.92	605,804.88	10.2%
TOTAL LIABILITIES & EQUITY	7,807,012.59	6,763,787.67	1,043,224.92	15.4%

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Accrual Basis

Village of North Barrington Profit & Loss Prev Year Comparison

May through July 2024

	May - Jul 24	May - Jul 23	\$ Change	% Change
Ordinary Income/Expense				
Income				
Property Tax				
10.3100 · Property Taxes - Corporate	207,982.78	208,462.60	-479.82	-0.2%
10.3105 · Property Taxes - Roads	25,496.56 146.371.60	25,769.93	-273.37	-1.1%
10.3110 · Property Taxes - Police	146,271.60	146,888.92	-617.32	-0.4%
10.3115 · Property Taxes - Audit	4,364.66	4,382.55	-17.89	-0.4%
Total Property Tax	384,115.60	385,504.00	-1,388.40	-0.4%
State Tax Distributions				
10.3410 · State Income Tax	36,369.53	111,747.29	-75,377.76	-67.5%
10.3420 · Pers. Prop. Replacement Tax	1,267.40	1,988.49	-721.09	-36.3%
10.3440 · State Sales Tax	15,414.93	25,576.10	-10,161.17	-39.7%
10.3450 · State Use Tax	10,746.50	20,970.49	-10,223.99	-48.8%
10.3455 · Cannabis Use Tax	414.21	772.96	-358.75	-46.4%
10.3460 · Traffic Signals	82.56	0.00	82.56	100.0%
Total State Tax Distributions	64,295.13	161,055.33	-96,760.20	-60.1%
Franchise Fees				
10.3250 · AT&T U-Verse	0.00	648.92	-648.92	-100.0%
10.3255 · AT&T Long Distance	575.16	383.44	191.72	50.0%
10.3260 · Comcast	17,632.32	18,386.49	-754.17	-4.1%
10.3270 · Other Franchise Fees	409.37	0.00	409.37	100.0%
Total Franchise Fees	18,616.85	19,418.85	-802.00	-4.1%
Permits / Filing Fees				
10.3300 · Application Fees	2,500.00	250.00	2,250.00	900.0%
10.3305 · Building Permit Fees	25,126.19	26,184.00	-1,057.81	-4.0%
10.3320 · Septic Permit	1,200.00	1,500.00	-300.00	-20.0%
10.3327 · Golf Cart Permits	100.00	200.00	-100.00	-50.0%
10.3330 · Tree Removal Permit	100.00	100.00	0.00	0.0%
10.3340 · Watershed Development Permit	650.00	7,135.80	-6,485.80	-90.9%
Total Permits / Filing Fees	29,676.19	35,369.80	-5,693.61	-16.1%
10.3510 · Police Fines	50.00	273.00	-223.00	-81.7%
10.3200 · Liquor Licenses	4,250.00	4.250.00	0.00	0.0%
10.3750 · Road Impact Fees	0.00	500.00	-500.00	-100.0%
10.3800 · Interest Income	19,307.13	22,301.91	-2,994.78	-13.4%
10.3855 · Board of Appeals Income	300.00	0.00	300.00	100.0%
10.3900 · Other Income	214.46	218,346.05	-218,131.59	-99.9%
30.3460 · MFT Allotment	11,137.36	18,409.96	-7,272.60	-39.5%
30.3465 · Transportation Renewal	11,349.23	16,203.12	-4,853.89	-30.0%
30.3800 · MFT Interest	13,784.60	10,993.69	2,790.91	25.4%
60.3800 · Interest Income - Cap. Proj.	43,771.50	30,711.60	13,059.90	42.5%
70.3800 · SSA Interest	4,081.63	3,789.00	292.63	7.7%
Total Income	604,949.68	927,126.31	-322,176.63	-34.8%
Gross Profit	604,949.68	927,126.31	-322,176.63	-34.8%
Expense				
Salaries & Benefits				
10.4050 · Administrator	37,532.00	28,520.00	9,012.00	31.6%
10.4056 · Administrative Assistant #1	11,349.00	0.00	11,349.00	100.0%
10.4057 · Administrative Assistant #2	0.00	9,108.00	-9,108.00	-100.0%
10.4058 · PT Clerical	2,167.00	4,440.00	-2,273.00	-51.2%
10.4060 · Payroll Taxes	113.87	669.33	-555.46	-83.0%
Total Salaries & Benefits	51,161.87	42,737.33	8,424.54	19.7%
Administrative Expense				
10.5205 · Copier Lease/Maintenance	1,305.56	477.90	827.66	173.2%

Village of North Barrington Profit & Loss Prev Year Comparison

May through July 2024

	May - Jul 24	May - Jul 23	\$ Change	% Change
10.5220 · Legal	6,300.00	6,048.00	252.00	4.2%
10.5225 · Mosquito Abatement	13,752.00	5,913.00	7,839.00	132.6%
10.5245 · Website	450.00	248.75	201.25	80.9%
10.5250 · Treasurer's Services	200.00	300.00	-100.00	-33.3%
10.5260 · Accounting Services 10.5395 · Bank Service Fee	7,500.00 -14.70	5,000.00 95.85	2,500.00 -110.55	50.0% -115.3%
10.5355 • Bank Service Fee 10.5400 • Membership Dues & Subscriptions	493.15	983.51	-490.36	-49.9%
10.5412 · Internet	441.27	300.00	141.27	47.1%
10.5414 · Postage	851.59	528.09	323.50	61.3%
10.5550 · Publishing & Recording Fees	285.70	62.10	223.60	360.1%
10.5600 · Phone Services	891.95 1.250.30	1,155.10	-263.15 -308.21	-22.8% -19.8%
10.5650 · Meetings & Travel 10.5730 · Office Supplies	1,250.30	1,558.51 1,692.45	-308.21 207.21	-19.8% 12.2%
Total Administrative Expense	35,606.48	24,363.26	11,243.22	46.2%
10.5079 · Miscellaneous	50.00	80.00	-30.00	-37.5%
Village Hall	30.00	00.00	-30.00	-57.570
10.5705 · Building Maintenance & Repair 10.5706 · Contracted Services	679.96	1,697.74	-1,017.78	-60.0%
5706.1 · Fire/Security Alarm	600.00	273.00	327.00	119.8%
5706.3 · HVAC Maintenance	650.00	0.00	650.00	100.0%
5706.4 · Cleaning Services 5706.6 · Landscape Maintenance	688.00 9,751.14	561.00 3,408.75	127.00 6,342.39	22.6% 186.1%
5700.0 · Lanuscape maintenance			0,342.39	
Total 10.5706 · Contracted Services	11,689.14	4,242.75	7,446.39	175.5%
10.5731 · Building Supplies 10.5745 · Pest Control	160.74 195.00	76.94 0.00	83.80 195.00	108.9% 100.0%
Total Village Hall	12,724.84	6,017.43	6,707.41	111.5%
Health & Sanitation 10.5235 · Health Officer	3,078.75	1,020.00	2,058.75	201.8%
Total Health & Sanitation	3,078.75	1,020.00	2,058.75	201.8%
Enviornmental & Health Commiss 10.5421 · 50/50 Tree Program	600.00	1,500.00	-900.00	-60.0%
Total Enviornmental & Health Commiss	600.00	1,500.00	-900.00	-60.0%
Information Technology (IT)				
10.5240 · IT Consulting Services	7,091.76	7,434.28	-342.52	-4.6%
10.5247 · IT Annual Licensing	0.00	157.50	-157.50	-100.0%
Total Information Technology (IT)	7,091.76	7,591.78	-500.02	-6.6%
Building Department				
12.5100 · Building and Zoning Officer	13,615.00	14,210.00	-595.00	-4.2%
12.5105 · Inspections	1,996.50	5,128.62	-3,132.12	-61.1%
Total Building Department	15,611.50	19,338.62	-3,727.12	-19.3%
Forester				
15.5070 · Forester Services	2,150.00	1,762.50	387.50	22.0%
15.5072 · Tree Planting & Removals	0.00	12,095.00	-12,095.00	-100.0%
Total Forester	2,150.00	13,857.50	-11,707.50	-84.5%
Engineering				
17.5018 · NPDES Permit/MS4	1,820.00	2,082.00	-262.00	-12.6%
17.5114 · Plan Review	796.00	1,127.00	-331.00	-29.4%
17.5125 · Engineer Consulting	6,674.75	3,903.00	2,771.75	71.0%
Total Engineering	9,290.75	7,112.00	2,178.75	30.6%

Village of North Barrington Profit & Loss Prev Year Comparison

May through July 2024

_	May - Jul 24	May - Jul 23	\$ Change	% Change
Police Service 20.5201 · IGA - Police Services 20.5202 · IGA - NB School Traffic Control	86,998.02 1,980.10	56,127.30 1,931.81	30,870.72 48.29	55.0% 2.5%
Total Police Service	88,978.12	58,059.11	30,919.01	53.39
Highways & Streets (Road Dept.) 30.5015 - Public Works 30.5020 · Utilties	19,548.98 206.63	14,364.84 276.43	5,184.14 -69.80	36.1% -25.3%
30.5025 · Maintenance/Storm Cleanup	2,746.50	1,918.50	828.00	43.2%
Total Highways & Streets (Road Dept.)	22,502.11	16,559.77	5,942.34	35.9
MFT 30.5395 · Bank Service Fees	0.00	22.05	-22.05	-100.0%
Total MFT	0.00	22.05	-22.05	-100.0
Parks 40.5015 · Summer Concerts 40.5020 · Fall Fest 40.5080 · Eton Park - Port-o-let Rental 40.5085 · Landscape Maintenance	3,504.46 108.00 465.00 4,359.30	2,726.60 100.00 420.00 5,344.50	777.86 8.00 45.00 -985.20	28.5% 8.0% 10.7% -18.4%
Total Parks		 8,591.10	-154.34	-1.8
Capital Expenditures 60.5395 · Bank Service Fees 60.8000 · Facilities	7.35	22.05	-14.70	-66.7%
60.8001 · Village Hall 60.8002 · Parks 8002.1 · Lennard Park 60.8002 · Parks - Other	9,040.00 1,095.50 0.00	0.00 0.00 3.509.74	9,040.00 1,095.50 -3,509.74	100.0% 100.0% -100.0%
Total 60.8002 · Parks	1,095.50	3,509.74	-2,414.24	-68.8%
Total 60.8000 · Facilities	10,135.50	3,509.74	6,625.76	188.8%
60.8100 · Street Maintenance & Repair 60.8105 · Culvert Repair/Replacement 60.8200 · Public Infrastructure 60.8201 · Stormwater Maint. & Repair	9,780.00 8,738.50 0.00	22,663.07 0.00 13,937.85	-12,883.07 8,738.50 -13,937.85	-56.9% 100.0% -100.0%
60.8203 · Stormwater Facility Maint. & Im 60.8204 · Grassmere Farms/Haverton/Duck P	24,108.54 105,368.50	0.00 38,544.25	24,108.54 66,824.25	100.0% 173.4%
Total 60.8200 · Public Infrastructure	129,477.04	52,482.10	76,994.94	146.7%
60.8300 · IT	8,133.78	0.00	8,133.78	100.0%
Total Capital Expenditures	166,272.17	78,676.96	87,595.21	111.3
SSA 70.5200 · SSA Expense	0.00	22.05	-22.05	-100.0%
Total SSA	0.00	22.05	-22.05	-100.0
Trust & Agency. Tree Replacement. Tree Preservation. Road Bond.	4,795.00 19,800.00 4,000.00 3,000.00	0.00 0.00 0.00 0.00	4,795.00 19,800.00 4,000.00 3,000.00	100.0 100.0 100.0 100.0
otal Expense	455,150.11	285,548.96	169,601.15	59.4
inary Income	149,799.57	641,577.35	-491,777.78	-76.7
9	149,799.57	641,577.35	-491,777.78	-76.7



AGENDA COVER SHEET

To: Village Board of Trustees

From: Eleanor Sweet McDonnell, President

Date: August 21, 2024

Subj: Sarah L. Creviston, Village Trustee Appointment (filling the unexpired term of Vanessa Kerrigan)

Attachment: 1. Resolution

2. Sarah L. Creviston, Curriculum Vitae

Board Action Requested

Adopt a Resolution confirming the appointment of Sarah L. Creviston as a Village trustee for the Village of North Barrington.

Search Background

There were four Village residents that expressed interest in being considered for the open Trustee position. I vetted the candidates over the past two weeks and was honored and thrilled by the caliber of residents' personal and professional backgrounds that I interviewed. We live in a community that is rich with residents who have a desire to give back to their community.

This was not an easy decision, or one I took lightly. After much consideration I find Sarah L. Creviston to be the strongest candidate with the best skill set for Trustee to replace the position vacated by Vanessa Kerrigan in May 2024.

Leadership

- Alliance for Regenerative Medicine Executive Women's Forum (2022-Present), Founding member, leadership, and mentoring forum for senior executive women in cell and gene therapy field.
- ➤ Healthcare Businesswomen's Association (2023- Present), 2023 Luminary award winner.
- > Strategy officer, World Economic Forum (2017): Panelist for "Precision Medicine- Challenges and Opportunities".
- ➤ Board member, Alliance for Regenerative Medicine (Oct. 2017 -Dec. 2018).
- ➤ Board member, Public Affairs Council (Dec. 2017 2018). Leading global public affairs professional association.

Senior Advisor, Global Corporate Responsibility Steering Committee: Delivered first corporate social responsibility plan for Shire PLC.

Past Professional Background

- Novartis Gene Therapies, Global Vice President, Patient Advocacy, Government Affairs and Policy
- > Shire PLC, Vice President and Global Head, Public Affairs and Patent Advocacy
- > Baxalta Incorporated, Vice President and Global Head, Patient and Government Policy
- > Baxter International, Vice President of Global Government Affairs

Education

- Master of Public Administration, University of Illinois at Springfield, Springfield IL
- Bachelor of Science, Iowa State University, Ames, IA
- Minor, Political Science Emphasis: Chemistry

RESOLUTION NO. ___

A RESOLUTION CONFIRMING THE APPOINTMENT OF SARAH L. CREVISTON AS A VILLAGE TRUSTEE FOR THE VILLAGE OF NORTH BARRINGTON

WHEREAS, the Village of North Barrington (the "Village") is an Illinois municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, Vanessa G. Kerrigan resigned as Trustee for the Village effective on May 24, 2024; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/3.1-10-50(e), provides the Village President must make an appointment to fill a vacancy in the office of Village Trustee within 60 days of the vacancy; and

WHEREAS, the President hereby appoints Sarah L. Creviston, Village Trustee to replace Vanessa G. Kerrigan; and

WHEREAS, the Board of Trustees of the Village believe it is in the best interest of the Village to formally approve and confirm the appointment of Sarah L. Creviston as a Village Trustee for the Village of North Barrington.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of North Barrington, Lake County, Illinois as follows:

SECTION 1: The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2: The Village Board of Trustees hereby approves and confirms the appointment by the Village President of Sarah L. Creviston as a Trustee for the Village of North Barrington and shall serve the remainder of the elective term of Trustee Vanessa G. Kerrigan, which term runs until the seat is next filled by election in April of 2025.

SECTION 3: This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

Passed this 21st day of August 2024 by roll call vote as follows:

	Ayes	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>	
Trustee (Vacant)					
Trustee Robin R. Kelleher					
Trustee (vacant)					
Trustee Neil Morrow					
Trustee Martin Pais					
Trustee Mark Vandenbergh					
President Sweet McDonnell					
	APPROVE	ED THIS 21st D	AY OF AUGU	JST 2024	
	Village President, Eleanor Sweet McDonnell				
(SEAL)					
(SLAL)					
ATTEST:					
Village Clerk or Deputy					
Clerk Published: August 22, 2024					

SARAH L. CREVISTON

North Barrington, Illinois (Resident since 2008) www.linkedin.com/in/sarah-creviston

GLOBAL CORPORATE AFFAIRS EXECUTIVE

Award winning Corporate Affairs Executive accomplished in global strategy, innovative government affairs solutions and patient advocacy partnerships. Develops country infrastructure for emerging technologies, rare diseases, gene therapy and shapes policies for undefined markets. Builds thought leadership and balances diverse stakeholders to ultimately deliver improved patient outcomes. Passionate about developing talent and encourages a culture of learning to drive performance.

2023 Healthcare Businesswomen's Assoc. (HBA) Luminary Award Winner: recognized for "reshaping the healthcare landscape with her leadership in advancing newborn screening globally... and her pioneering efforts set the foundation for the future in how countries enable access to medicines for rare disease."

2024 Advanced Therapies Award Winner (Patient Advocacy): industry award recognizing team for advancing global understanding of cell and gene therapies and putting patients at the center of therapy development.

PROFESSIONAL EXPERIENCE

Novartis Gene Therapies

December, 2019 - Present

Novartis Gene Therapies is the world leader in gene therapies, launching the most successful and first gene therapy for spinal muscular atrophy (SMA) in the US, Europe and other major markets, with over 3500 patients treated.

Global Vice President, Patient Advocacy, Government Affairs and Policy

Leading global team of patient advocacy, public affairs and policy professionals advancing world class patient engagement and shaping public policy to accelerate access to pioneering gene therapy. Reports directly to Novartis Corporate Affairs Head and member of Commercial Senior Management Team.

- Leads award winning global newborn screening (NBS) initiative that has accelerated adoption of early screening to support patient finding and early treatment; in just 3 yrs. US screening 100%, Europe 65%, Canada 100%, Australia 75%, Japan 43%.
- NBS Awards: 2021 EURORDIS Black Pearl Award: Novartis Corp Partner (highest award in Rare Diseases); 2022 Canada Muscular Dystrophy Assoc Corporate Partner Award for NBS Partnership
- Launched new Pipeline Patient Advocacy function dedicated to advancing patient-focused drug development, delivering impactful customer insights informing business development programs and cutting edge pipeline strategy
- Delivers analytics, research and policy positioning on gene therapy to inform policy at state, federal and global level including partnership with Harvard and London School of Economics to shape emerging market readiness for gene therapies
- Founding member of TRANSFORM (EUCOPE umbrella) EU Parliament initiative for MEP members to advance gene therapy European Medicines Agency (EMA) signed on observer status
- Launch Readiness: builds patient advocacy partnerships and public policy launch readiness in priority markets, focused on building infrastructure; shaping regulatory pathways and access schemes to accelerate early access to one-time gene therapies

Leadership:

- Alliance for Regenerative Medicine (ARM) Executive Women's Forum (2022- Present), Founding Member, Leadership and mentoring forum for senior executive women in cell and gene therapy field
- Healthcare Businesswomen's Association (HBA) (2023- Present), 2023 Luminary Award winner

Shire PLC (acquired by Takeda in 2018)

2016 - June 2018

Shire PLC was a global biotechnology leader in rare diseases with expertise in neurology, immunology, hematology, oncology and gastroenterology.

Vice President and Global Head, Public Affairs and Patient Advocacy

Promoted in June, 2017 to lead global patient advocacy function – 22 direct line professionals, and 21 dotted line public affairs and patient advocacy professionals - located in Asia PAC, Latin America, Europe and the U.S. Appointed to Global Leadership Team and Corporate Affairs Leadership Team.

- US Tax Reform: \$125M saved for Shire by leading negotiations to retain Orphan Drug Tax Credit (ODTC); 6% LRP tax cost saved significantly influencing debt interest deduction delay.
- U.S.: Enacted legislation in CA, MO, FL and NC to enable newborn screening in support of patient finding and early access to treatment for rare disease patients.
- Asia Pacific Economic Council (APEC) Rare Disease Working Group: Team led the launch of Working Group to shape Asia region policies for Rare Diseases; panel position at APEC summit.
- Australia: Secured new national policy for Health Technology Assessment for rare diseases.
- India: Enacted new Rare Disease National Policy sent to states December 8, 2017; supported launch of National Initiative for Rare Disorders (NIRD) with India National Government; launched rare disease registry.
- **R&D Patient Engagement:** Launched patient advisory board and playbook for early stage customer insights to shape product development and market entry.

Leadership

- Strategy Officer, World Economic Forum (WEF) (2017): Panelist for "Precision Medicine Challenges and Opportunities", New York Health Strategy Officer Mtg. (Oct. 19, 2017).
- **Board Member, Alliance for Regenerative Medicine (ARM)** (Oct. 2017 Dec. 2018): Also elected to Executive Committee; leading gene and curative therapy association.
- **Board Member, Public Affairs Council** (Dec. 2017 2018): Leading global public affairs professional association.
- Senior Advisor, Global Corporate Responsibility Steering Committee: Delivered first Corporate Social Responsibility plan for Shire.

Baxalta Incorporated (Acquired by Shire PLC)

2015 - 2016

Baxalta, Inc. was a \$6 B global biopharmaceutical leader with expertise in hematology, immunology, oncology and biosimilars. Baxalta was spun off from Baxter International on July 1, 2015. Engaged directly with CEO, Global Business Presidents and company Board of Directors to deliver impactful legislative and regulatory impact.

Vice President and Global Head, Patient and Government Policy

Built and led team of 30 government affairs professionals located in Asia PAC, Latin America, Europe and the US. Selected to 25-person New Company Commercial Core Design Team that benchmarked, designed and launched the new Baxalta organization prior to split from Baxter International.

- Served as member of Senior Management Team and Global Corporate Strategy Leadership Team
- US: Reversed an unprecedented CMS coverage denial for an innovative infusion therapy for immune compromised patients, enabling better patient care in the home and opened approx. \$20 M in sales.
- India: Convinced Government of India to restore exemption on customs duty for hemophilia clotting factor. Adverse decision posed significant risk of exiting market.
- Canada: Persuaded local provinces and the Canadian Blood Service to successfully include patient quality measures for a hemophilia tender, not solely focused on price discounting.
- Sustainability, Diversity and Citizenship: Global steering committee member

Baxter International 2001 – 2015

Sarah Creviston

Baxter International is a global, diversified healthcare company with a combination of expertise in pharmaceuticals and medical devices. Baxter had sales of approximately \$14 billion and 48,500 employees worldwide in July, 2015.

Vice President of Global Government Affairs (2008 – 2015)

Promoted to lead a team of 50 professionals, located in Europe, Asia-PAC, Latin America and the US. Engaged directly with CEO, Global Business Presidents and Board of Directors to develop impactful legislative and regulatory strategies that created patient access and strengthened company position.

- Appointed to company's Global Leadership Team and Global Law Department Leadership Team.
- U.S.: Enacted reforms to Medicare to increase access to kidney dialysis at home, resulting in 12.8 % increase in US home patients.
- U.S.: Preserved over \$250M annual revenue during historic 2008 US Health Reform, securing a carve-out for hemophilia factor, eliminated Medicaid rebate increase and defeated hospital inpatient drug discount.
- US: Business development Member of core team to locate new plasma manufacturing facility in Georgia \$1B Baxter capital investment created over 2,000 jobs.
- China: Led international lobbying campaign to delay regulation to ban use of PVC in IV bags in China earning a 2.5-year delay, saving over \$200M and kept 4 manufacturing plants operating.
- China: Secured Ministry of Health recommendation of a "PD First" policy to provincial healthcare authorities which expanded access to home kidney dialysis.
- **Brazil: Public Private Partnership** Supported 20-year exclusive contract with Brazil government to purchase hemophilia clotting factor and conduct technology transfer.

Leadership

- Two-time winner of the Global General Counsel's Award Leadership Fly In (2007), US Health Care Reform (2010).
- Launched US GAPP Multicultural Council to address minority health and reach new markets.
- Nominated by CEO to 2010 Leading Women Executive Program one of six women executives.
- Initiated and led a **leadership development program** for Legal Department's high potentials.

Vice President of U.S. Government Affairs

2004 - 2008

Promoted to lead US team and develop policy to ensure Baxter's customer and business objectives were met in the state legislatures, US Congress, federal regulatory agencies, particularly CMS.

- Crisis and Issues Management: Successfully managed heparin drug contamination crisis managed Congressional investigation, CEO testimony in House Committee and China Government relationships in China and US.
- **Drug Discounts:** Defeated hospital inpatient drug discount expansion saving over \$200M per year.
- Built Baxter's Political Action Committee (BAXPAC) from \$175,000 to over \$300,000 bi-annual budget; launched BAXPAC Match with over \$160,000 corporate matching funds donated to charities.

Director, State Government Affairs (2001 – 2004)

Led all Baxter state legislative, regulatory and political strategic initiatives in North America.

GlaxoSmithKline Midwest Regional Manager - State Government Relations 2000 - 2001

U.S. STATE GOVERNMENT EXPERIENCE

Legislative Liaison promoted to Chief House Liaison Legislative Affairs, Illinois Office of the Secretary of State

Public Health Educator promoted to Assistant to The Chief Center for Health Promotion, Illinois Department of Public Health Sarah Creviston

Masters of Public Administration (M.P.A): University of Illinois at Springfield, Springfield, IL

Bachelor of Science (B.S.): Iowa State University, Ames, IA Minor: Political Science Emphasis: Chemistry

ESSAY for TRUSTEE - VILLAGE OF NORTH BARRINGTON

Having started my career as a public servant, first as an intern in the Illinois Department of Public Health, then serving 8 years in progressive positions in Illinois State Government, I learned early on that I wanted to make a difference for our communities and the people we served. I have chosen to build my career and expertise around shaping policies and working with governments at the local, state, federal and global levels to improve access to healthcare and better outcomes for children and their families.

More recently I have taken responsibility for leading patient/customer engagement teams where deeply listening, building our understanding of our patient's needs has led to jointly developing programs and partnerships to advance our collective goals. We were recognized early this year by the Advanced Therapies Association for this work. Having also served as a member on multiple Commercial Leadership Teams, I have been accountable for setting strategy, managing resource allocations, balancing budgets and building high performing teams to deliver on our mission, vision and the results for our patients and our company.

This combined experience would excemplify my approach to serving as a Trustee, deeply listening, seeking to understand the needs of our community and building partnerships to deliver impactful initiatives and being accountable for the outcomes.



AGENDA COVER SHEET

To: President and Board of Trustees

From: John A. Lobaito, Village Administrator

Date: August 21, 2024

Subj: Zoning Variation – 107 Mohawk Dr.

Attachment: 1. Ordinance approving a zoning variation for a fence at 107 Mohawk Dr.

2. Letter from petitioner to ZBA Chairperson from the

Petitioners

3. Site Plan/survey depicting the fence location

4. Photograph of fence style

Board Action Requested: Motion to pass an Ordinance granting a variation from fence regulations for property located at 107 Mohawk Dr., North Barrington, IL.

Executive Summary

<u>Petitioner Information:</u> John & Catherine Lopez

107 Mohawk Dr.

North Barrington, IL 60010

Subject Property: 107 Mohawk Dr. PIN: 13-23-208-007

Subject Property Zoning: R-3 Single Family Residential

Zoning Variation Request:

The petitioner is requesting a zoning variation to construct a forty-eight (48) inch wrought iron style fence in the side and rear yard of the subject property. Section 10-11-2(B) of the Village Code sets the maximum height of a fence at forty-two (42) inches except fences to contain horses in the R-1 Residential Zoning District.

<u>Public Hearing:</u> The Zoning Board of Appeals conducted a public hearing on August 13, 2024 on the proposed zoning variation to construct a forty-eight (48) inch fence that exceeds the maximum fence height of forty-two (42) inches.

ZBA Recommendation: Following the public hearing, by a vote of 4-0, the ZBA recommended approval of the zoning variation to permit the construction of a forty-eight (48) inch wrought-iron style fence as depicted on the Plat of Survey dated 10-15-23 and to permit a maximum fence height of fifty-four (54) inches.

VILLAGE OF NORTH BARRINGTON ORDINANCE NO.

AN ORDINANCE GRANTING VARIATION FROM FENCE REGULATIONS FOR PROPERTY LOCATED AT 107 MOHAWK DRIVE, NORTH BARRINGTON, ILLINOIS

WHEREAS, the Village of North Barrington (the "Village") is a duly organized municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, John and Catherine Lopez ("Owners") are the legal title owners of the property commonly known as 107 Mohawk Drive, North Barrington, Illinois, PIN# 13-23-208-007 ("Subject Property"), and have submitted an application seeking variance from the fence height requirement within the R-3 Single Family Residential District. The request seeks a variance to allow for the construction of a 48-inch-high fence on the subject property, as depicted in the diagram submitted as part of the application for property located at 107 Mohawk Drive, North Barrington, Illinois; and,

WHEREAS, a Public Hearing was held on August 13, 2024, by the Zoning Board of Appeals pursuant to notices duly published regarding the proposed variation as to the Subject Property; and,

WHEREAS, said Board of Appeals on August 13, 2024, approved findings of fact and recommendations to the Corporate Authorities of the Village, recommending approval of Owners' request for fence variation; and,

WHEREAS, the Village President and Village Board of Trustees have duly considered the Board of Appeal's Findings and Recommendation and has determined it is in the Village's best interest to adopt same and to grant the requested variation for the Subject Property.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Barrington, Lake County, Illinois, as follows:

SECTION 1: That the foregoing recitals are hereby incorporated as if fully set forth herein.

SECTION 2: That the subject property shall be granted a variation from Section 10-11-2(B), which regulates the height of fences under the North Barrington Village Code, to allow for a 48-inch-high fence on the subject property, as depicted in the plans submitted as part of the application for property located at 107 Mohawk Drive, North Barrington, Illinois.

SECTION 3: The finding and recommendations of the North Barrington Zoning Board of Appeals are hereby accepted.

SECTION 4: That all requirements set forth in the zoning ordinance in the Village of North Barrington, as would be required by any Owners of property zoned in the same manner as

the subject property shall be complied with, except as otherwise provided in this ordinance.

SECTION 5: If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed this 21st day of August 2024 by roll call vote as follows:

		<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstaın</u>	
Trustee (vac	eant)					
Trustee Sara	ah L. Creviston					
Trustee Robin Kelleher Trustee Neil Morrow						
Trustee Mar						
	k Vandenbergh					
President Sv	weet McDonnell					
		APPROVED THIS 21 st DAY OF AUGUST 2024 Village President, Eleanor Sweet McDonnell				
(SEAL)						
ATTECT.						
ATTEST:	Village Clerk					
Published:	August 22, 2024					

CERTIFICATION

qualified Clerk of the Village of North Barri	ereby certify that I am the duly elected, acting and ington, Lake County, Illinois, and that as such Clerk, and proceedings of the President and Board of Trustees
Village of North Barrington, held on the A entitled "AN ORDINANCE GRA REGULATIONS FOR PROPERT" NORTH BARRINGTON, ILLINOIS	ing of the President and Board of Trustees of the 21 st day of August 2024, the foregoing Ordinance ANTING VARIATION FROM FENCE Y LOCATED AT 107 MOHAWK DRIVE, ", as duly passed by the President and Board of llage of North Barrington.
thereof, was prepared, and a copy of su commencing on the 22 nd day of August 202	, including the Ordinance and a cover sheet ch Ordinance was available in the Village Hall, 24, and will continue for at least 10 days thereafter. for public inspection upon request in the office of the
•	of which the attached is a true and correct copy, is or safekeeping, and that I am the lawful custodian and
Given under my hand and seal of the 2024.	Village of North Barrington this 22 nd day of August
	Village Clerk Village of North Barrington, Lake County, Illinois

Christine Bolger,

My wife, Catherine, and I are submitting an appeal to install a fence of 48 inches into a private section of our backyard.

We own a dog and would like to have a space for him to play outside without the fear of him running away. Due to our concern, we are currently unable to have our dog off leash in our yard which prohibits our ability to play with him and expel some of his energy. Based on our dog's athleticism, we believe a fence of 42 inches is just short enough that he could jump over the height of the fence.

Catherine and I have spent a large amount of time figuring out a fence height which we feel comfortable mitigates the possibility of our dog being able to jump over and have settled on a height of 48 inches as the minimum we would need.

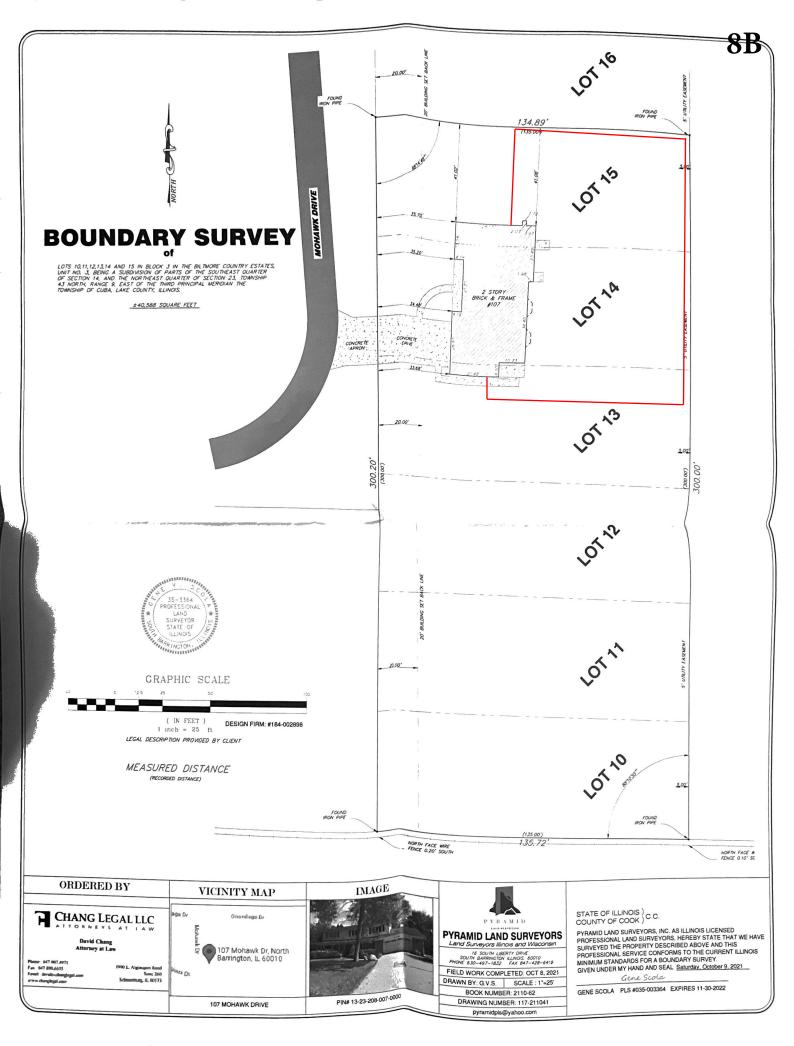
Your consideration in this matter is greatly appreciated.

Thank you,

John Lopez & Catherine Lopez

107 Mohawk Dr

North Barrington, IL







AGENDA COVER SHEET

To: President and Board of Trustees

From: John A. Lobaito, Village Administrator

Date: August 21, 2024

Subj: Leonard Park Walking Path

Attachment: 1. Resolution Approving a Proposal from Alan Horticulture, LLC for Construction of a

Walking Path in Leonard Park.

2. Location Map – Leonard Park Walking Path

3. Leonard Park Walking Path Specifications

Board Action Requested: Motion to Adopt a Resolution Approving a Proposal from Alan Horticulture, LLC for Construction of a Walking Path in Leonard Park.

Executive Summary

The FYE 2025 capital fund budget for Parks includes \$100,000 for an improvement to the walking path in Leonard Park. The walking path begins at E. Oxford Rd. and terminates at Shady Ln. (reference location map). Currently the path is a mix of dirt, mulch, and grass. The proposed plan is to improve the path by adding stone in the areas of the path that do not get much sunlight causing the ground to remain wet for extended periods of time and rendering the path unusable.

In July 2024, the Village posted the Request for Proposals ("RFP") on the Village website and made the RFP available for pickup at Village Hall. Local landscape contractors were identified, and the RFP was sent directly to them. Four (4) bids were received and opened on July 29, 2024. The bid amounts ranged from the low bid of \$32,000 to a high bid of \$91,000. Alan Horticulture, LLC submitted the low bid.

After review of the submitted bids, Alan Horticulture, LLC was found to be in substantial compliance with the RFP and specifications.

RESOLUTION NO. 2024____

A RESOLUTION APPROVING PROPOSAL FROM ALAN HORTICULTURE, LLC FOR CONSTRUCTION OF WALKING PATH IN LEONARD PARK

WHEREAS, the Village of North Barrington (the "Village") is a duly organized and validly existing non-home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, a request for cost proposals was issued by the Village for construction of walking path in Leonard Park; and,

WHEREAS, the Village received four proposals in response to the request for proposals for this project; and,

WHEREAS, the proposal and contract from Alan Horticulture, LLC is the best and lowest responsible bid for the designated improvement, and,

WHEREAS, the Village wishes to accept the proposal from Alan Horticulture, LLC, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of North Barrington, Lake County, Illinois as follows:

SECTION 1: The Corporate Authorities of the Village hereby approve and accept the proposal from Alan Horticulture, LLC, a copy of which is attached hereto and marked as **Exhibit A.**

SECTION 2: That the Village President is hereby authorized to execute the Alan Horticulture, LLC proposal, attached hereto as Exhibit A, on behalf of the Village of North Barrington.

SECTION 3: be it resolved that this resolution shall be entered upon the journals of the Board of Trustees of the Village of North Barrington.

Passed this 21st day of August 2024 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee (vacant)	-	-		
Trustee Robin R. Kelleher				
Trustee Sarah L. Creviston				
Trustee Neil Morrow				
Trustee Martin Pais				
Trustee Mark Vandenbergh				
President Sweet McDonnell				
1 Testaent S Weet 1/10 S chilen				

	APPROVED THIS 21st DAY OF AUGUST 2024
,	Village President, Eleanor Sweet McDonnell

Published: August 21, 2024

Village Clerk or Deputy Clerk

(SEAL)

ATTEST:

EXHIBIT A – CONTRACT PROPOSAL AND BIDDER'S SIGNATURE PAGE

VILLAGE OF NORTH BARRINGTON LEONARD PARK WALING PATH

Full Name of Bidder:	Slan Ho-ticulture LLC
Principal Office: Address	41355 Weaver Play Sto 350
Local Office Address:	5100 Mc Callum Lake Rd, McHenry II 60050
	David Maude Telephone: 847-431-3318
E-mail: durance	Calanhort. com

TO:

Village of North Barrington 111 Old Barrington Rd. North Barrington, IL 60010

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda (if any), which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

- A. Contract and Work. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work"
 - <u>Labor, Equipment, Materials and Supplies.</u> Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the (the "Work Site").
 - 2. <u>Permits</u>. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
 - 3. <u>Bonds and Insurance</u>. Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid.
 - 4. Taxes. Pay all applicable federal, state, and local taxes.
 - 5. Miscellaneous. Do all other things required of Bidder by this Contract.
 - 6. Quality. Provide, perform, and complete all the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

- B. <u>Performance Standards</u>. If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract.
- C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.
- D. Extra Work. No claim whatsoever will be allowed the Contractor for changes, extra work or material not contemplated or necessary for the completion of the work described, or for a greater amount of money than is hereby stipulated to be paid, unless the change in or addition to the work requiring additional outlay by the Contractor is first ordered in writing by the Owner and the price herein stipulated to the Contractor.
- E. <u>Inspection/Testing/Rejection</u>. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.
- F. Ordinances. The Contractor shall observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these Specifications. The Contractor shall provide and maintain such sanitary accommodations for the use of his employees as may be necessary to comply with the State and Local Board of Health requirements. Public nuisances will not be tolerated.
- G. <u>Damage</u>. All loss or damage arising out of the nature of the work to be done, or from any delay or unforeseen or unusual obstructions, or from difficulties, which may be encountered in the prosecution of the work or arising from the action of the elements, shall be sustained at the Contractor's expense.
- H. <u>Claims.</u> The Contractor agrees to save and hold harmless the Owner from all claims, demands, suits, judgment decrees, including costs, expenses, and attorney fees on account of, or arising out of persons engaged in the performance of this Contract.
 - The Contractor shall save the Owner harmless from all claims, demands, suits, judgment decrees, including costs, expenses, and attorney fees on account of, or arising out of any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals, or processes used by them or about said work.
- I. <u>Procedure for Resolving Property Damage Claims</u>. The Contractor agrees to adhere to the following procedure to resolve all property damage claims that are related to the performance of all Work on this Contract. The Village reserves the right to withhold one and one-half times the estimated cost of the damages from sums due to the Contractor until all claims related to performance of their Work are resolved as herein provided.
 - Upon receipt of a claim against the Contractor for property damage allegedly caused or related to the performance of their Work under this Contract, Contractor shall, within 5 working days of receipt of such claim:

- Acknowledge the claim, in writing, to the property owner.
- Furnish the Owner with written acknowledgement of receipt of the claim, including a copy of the claim and all information related to it.
- If the claim is not settled within 5 days, the Contractor shall:
 - Forward the claim to the Contractor's Insurance Carrier.
 - Furnish the Owner with a copy of the Insurance Carrier's written acknowledgement of receipt of the claim.
- The General Contractor shall either settle or deny the claim within 60 calendar days from initial receipt of the claim, the General Contractor shall:
 - Notify the Owner, in writing, of claims that have been settled or denied, including the terms of the settlement or the reason for the denial.
 - Notify the property owner if there is a decision to deny their claim and include in the Notice of Denial, the name and address of the person authorized to accept service of process on behalf of the General Contractor.
- When a claim is allowed, payment to the property owner in the amount of the award must be within 30 days of the award.

If the Contractor does not make payment to the property owner within the 30-day period, the Owner shall be authorized to make the payment in the amount of the award on behalf of the Contractor and deduct the amount of the payment from the amount due the Contractor on the next payment due the Contractor under this Contract.

2. Contract Price Proposal

Bid prices shall include all required insurance, permits, bonds, labor materials and shipping costs (including any additional charges for overtime or off-hour work). Any unforeseen work that may be revealed during this project shall immediately be brought to the attention of the Owner. The Owner may then, at its sole discretion, allow the Contractor to submit a not to exceed time and material bid to alleviate the unforeseen work. Said work will be above and beyond the scope of this bid. Any bidder that does not fully provide all required information may be deemed to be a non-responsive bid at the sole discretion of the Owner.

A. <u>Basis for Determining Prices</u>. It is expressly understood that:

- 1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change.
- 2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released.
- 3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

B. Time of Payment.

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Provide invoice of services rendered when project is completed. Net 30 days term from date of invoice rendered.

All payments may be subject to deduction or set-off by reason of any failure of Bidder to perform under this Contract. Each payment shall include Bidders certified transcript of payroll proving prevailing wages were paid, Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to

which they were paid. Payments will be made after services are rendered and properly invoiced.

3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to the Owner all Bonds and all insurance certificates and endorsements specified in this Contract/Proposal. If this Contract/Proposal is accepted by the Owner, Bidder proposes, and agrees, that Bidder shall perform work diligently and continuously.

4. Finance Assurance

- A. <u>Bonds</u>. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond, on forms provided by, or otherwise acceptable to the Owner, from a surety company acceptable to the Owner, each in the penal sum of 10% of the Contract Price, within 10 calendar days following Owner's acceptance of this Contract.
- B. <u>Insurance</u>. The Contractor shall furnish Owner and the owners of 476 E. Oxford and 480 E. Oxford ("Easement Property Owners") with its own certificate of insurance. Work shall not commence under this Contract until Contractor has obtained all insurance required under this paragraph and Owner has approved such insurance.
 - Compensation Insurance. The Contractor shall take out and maintain during the life of this Contract Workmen's Compensation Insurance for all his employees employed at the site of the project.
 - 2. Public Liability & Property Damage Insurance. The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by anyone directly or indirectly employed by either of them.
 - 3. The contractor shall furnish the Owner with sufficient documentary evidence of insurance coverage, which evidence shall consist of either such original insurance policy or a certified statement from the insurer listing the details from the policy. The insurance requirements are as follows:

General Liability/Property Damage/Bodily Injury

\$1 million each occurrence
\$2 million general aggregate

Automobile Bodily Injury Liability/Property Damage

\$1 million combined single limit

Excess/Umbrella Liability

\$1 million each occurrence
\$2 million aggregate

Workers Compensation and Employers Liability

\$1 million each occurrence

Such insurance shall name the Owner as insured along with the Contractor and Easement Property Owners and shall hold harmless the Owner and Easement Property Owners against all suits and claims arising from or as the result of the actions of the Contractor. A certificate of insurance must be sent to the owner and Easement Property Owners and on file in their office prior to any work on these premises.

Certificate Holder and Additional Insured for the Village of North Barrington should read: Village of North Barrington, its officials, employees, and agents and the names of the Easement Property Owners. The names of the Easement Property Owners will be furnished upon award of the contract.

Indemnity/Hold Harmless Provision. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Owner, its officials, employees and agents and Easement Property Owners against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Owner, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or which may in anywise result therefore, except that arising out of the sole legal cause of the Owner, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Owner, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save hannless and defend the Owner, its officials, employees, and agents as herein provided.

<u>Penalties</u>. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

6. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the Owner accepts this Contract/Bid within 90 days after the date this sealed Contract is opened.

7. Bidders Representations and Warranties

In order to induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

- B. Regulatory Requirements. Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- C. Not Barred. Bidder is not barred by law from contracting with the Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
- D. <u>Qualified</u>. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposal set forth above.

8. Fair Employment Practices

In accordance with "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in Employment under Contracts for Public Buildings or Public Works", approved July 8, 1933, as amended, no person shall be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of this Contract, nor shall any unfair employment practice as defined in the "Fair Employment Practices Act", approved July 21, 1961, as amended, be committed by the Contractor, suppliers of materials or services to the Contractor, or any labor organizations furnishing skilled or unskilled labor to the Contractor.

9. Illinois Freedom of Information Act

Contractor understands amendments to the Illinois Freedom of Information Act (P.A. 96-0542) requiring the Contractor to produce to the Requester any of its company records and documents which are in any way related to the performance of services under this agreement and not exempt from disclosure within five business days of the Owner's receipt of a request for said records. The Contractor agrees to be bound by the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and agrees to deliver to the Owner all records in its possession relating to this agreement within three (3) business days of a request by the Owner for said records.

Contractor agrees to reimburse the Owner any fees, fines, or costs incurred by or assessed against the Owner for its failure to deliver requested records in the possession of the Contractor, and which the Contractor failed to deliver to the Owner within three (3) business days of its receipt of a request from the Owner to do so. An e-mail request for records and documents will be considered received by the Contractor on the day sent.

10. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. Reliance. The Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.
- B. <u>Reservation of Rights</u>. The Owner reserves the right to reject any and all bids, reserves the right to reject the low-price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

- C. <u>Acceptance</u>. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in the Owner written notification of acceptance in the included in the bound set of documents.
- D. <u>Remedies</u>. Each of the rights and remedies reserved to the Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.
- E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Owner, whether before or after the Owner's acceptance of this Contract; nor any information or data supplied by the Owner, whether before or after the Owner's acceptance of this Contract; nor any order by the Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Owner; nor any extension of time granted by the Owner; nor any delay by the Owner in exercising any right under this Contract; nor any other act or omission of the Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Owner.
- F. <u>Severability</u>. The provision of this Contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, not the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall in any way affected thereby.
- G. <u>Amendments</u>. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by the Owner and Bidder.
- H. <u>Assignment</u>. Neither this Contract, nor any interest herein, shall be assigned or subcontracted by Bidder in any part.
- I. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

BIDDER'S SIGNATURE PAGE

The undersign declares that they carefully examined the proposed work, specifications, and special requirements, and hereby proposes and binds themselves on award by the Village Board in accordance with said Contract Requirements.

The persons executing this Proposal/Contract on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Proposal/Contract on behalf of said party, (iii) by so executing this Proposal/Contract, such party is formally bound to the provisions of this Proposal/Contract, and (iv) the entering into this Proposal/Contract does not violate any provision of any other Proposal/Contract to which said party is bound. This Proposal/Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Bidder Status			
CorporationState:	11		
Partnership State:			
Individual Proprietorship:			
Bidders Company/Firm Name:			
Bidders Company/Firm Address: 4355 Weaver Plant Telephone: 636 - 739 - 02 c E-Mail: a mande & alan ho Signature: 11/3 Minste	25° 24. Com	Jarrenville II	- 60050
Printed Name: David B. H			
Title/Position (must be an official offic	er of company/firm):	ommercial Execu	Live Sales
If a corporation or Partnership, list all of	officers and partners:		
Name	Title	Address	 _

EXHIBIT B- CONTRACTOR'S WORK HISTORY STATEMENT

VILLAGE OF NORTH BARRINGTON LEONARD PARK WALKING PATH

Add separate sheets if necessary, for full disclosure. Joint ventures must submit separate work history statements for the joint venture and for each signatory to the joint venture agreement.

YEARS WITH COMPANY

CONTACT NUMBER

NAME

Project Manager	" Mond Miller 18	2	847-431-3315
Superintendent	You O Brys.	7.	204- 262-7104
Field Supervisor	Soe O Briss Lazzaro Vazguer	6	224 - 262 - 7109 847 - 826 - 6186
		performed and contract value, f	rom each of the following.
PROJECT 1			3
Owner Name	Sec	Attachmour)	
Address			Marie Control of the
Contact Person			
Telephone			
Type of Work			
Contract Value	\$	Completion Date:	
DD O IECTO			
PROJECT 2			The state of the s
Owner Name			
Address			
Contact Person			
Telephone			
Type of Work			
Contract Value	\$	Completion Date:	
PROJECT 3			
Owner Name			
Address			
Contact Person	31		
Telephone			West 2 18 18 18 18 18 18 18 18 18 18 18 18 18
Type of Work			The second secon
Contract Value	S	Completion Date:	



· COMMERCIAL REFERENCES

BROTHER RICE HIGH SCHOOL
Landscape, Irrigation, Pavers, Site Furnishings
G3 Construction Group
Sean O'Brien
630-654-4282

FACEBOOK
Native Seeding, Grading
Curran Contracting
Jeff Vartiak
815-455-5100

WOLF POINT EAST
Landscape, Irrigation, Site Furnishings, Geofoam
Wolseh Construction

Rockford \$436,000

WOLF POINT EAST
Landscape, Irrigation, Site Furnishings, Geofoam
Walsh Construction
Patrick Sarbieski
312-563.5400

Chicago \$575,000

MERCYHEALTH
Landscape, Irrigation, Retaining Wall, Site Furnishings
Mortenson Construction
Tom Sanderson

Tom Sanderson 847-981-8600

312-563.5400

Northbrook

Rockford

\$272,000

\$2,235,000

\$376,000

NORTHSHORE ASSISTED LIVING
Native Seeding, Native Planting
Skender Construction
Joe Pecoraro
847-882-2010

1326 SOUTH MICHIGAN
Landscape, Green Roof Irrigation, Pavers,
Site Furnishings
Walsh Construction
Dave Dunlap

Chicago

\$503,000

\$796,580

NORTHWESTERN - WELSH-RYAN Evanston

ARENA Landscape, Irrigation, Site Furnishings Mortenson Construction Carl Kreiter

847-981-8600 *Burr Ridge*

\$1,350,000

BURR RIDGE SENIOR LIVING

Retaining Walls, Site Furnishings, Native Seeding, Landscaping Weis Builders Craig Powers 773-304-4600

EXHIBIT C-SPECIFICATIONS

VILLAGE OF NORTH BARRINGTON LEONARD PARK WALKING PATH

EXHIBIT C

LEANORD PARK WALKING PATH

PROJECT NARRATIVE

The Village of North Barrington is seeking bids for the construction of a gravel walking path through Leonard Park and a twenty-five (25) foot easement along the west property line of two residential properties located at 476 E. Oxford and 480 E. Oxford. The new walking path begins at the street edge of E. Oxford Rd. and terminates at the street pavement edge on the east side of Shady Ln. (reference Exhibit E).

The five (5) foot gravel walking path is estimated to be approximately 800 feet long. The gravel path will begin at E. Oxford and continue in a westerly direction for approximately one hundred (100) feet where it turns north for an additional fifty (50) feet and ends.

The gravel walking path will begin again at the entrance to the woods at the north end of the open area. The gravel path will continue to its termination point at Shady Ln. No gravel walking path will be constructed in the open area of the project as described above. This area of the project will remain grass.

EXHIBIT C

SPECIFICATIONS

PRE-CONSTRUCTION

- 1. Install 4 feet high protection fencing 15 feet away from the trunks of the trees that are in the construction area, where applicable.
- 2. Mandatory meeting on July 11, 2024 at 10:00 a.m. with Owner on site prior to submission of bid to review route of walking path.
- 3. Install a 12-foot wide by 12-inches deep wood chip path along the western edge of the construction area. The wood chip path and the actual walking path will be the only areas allowed to have equipment and vehicles traveling on.

CONSTRUCTION

- 1. Excavate all soil and debris within the predetermined pathway, 5 feet wide by 6 inches deep. All topsoil can be spread out along the east side of the path, in the open area portion of the path. The areas will need to be leveled and fine graded. After grading these areas and any disturbed areas will receive seed and straw blanket. When excavating the path in the wooded area they can be "flipped" into the other portion of the woods. Do not worry about leveling and seeding these areas. Do not create any piles larger than 12 inches tall.
- 2. Any large roots that need to be removed from the work area will be removed to 6 inches outside of that area and will have proper cuts using a sharpened chain saw.
- 3. A permeable landscape fabric shall be installed in the excavated pathway areas.
- 4. 4 inches of CA-7 with fines and 2 inches of limestone screening on top of the landscape fabric will be installed in the path area and compacted well enough that there is no large movement in the gravel when walking.
- 5. 4 inches of CA-7 with fines and 2 inches of limestone screening on top will also be added to the landings only of all existing steps and compacted. These are in the wooded section only.
- 6. DO NOT DRIVE EQUIPMENT OR VEHICLES ON THE FOOT BRIDGES IN THE WOODED AREA. You can access those areas from Shady Ln.

POST CONSTRUCTION

- 1. Remove protective fencing.
- 2. Remove wood chip pathway.
- 3. Add soil, seed, and straw blanket to all disturbed turf areas.
- 4. Perform a walk through with Owner to confirm completion of project.
- 5. Ensure the project area is free of construction debris.

EXHIBIT D

BID PROPOSAL

Date: 7/29/2024

PO#

Luction

John Labito Village of North Barrington 111 Old Barrington Road Barrington, IL 60010 l'adjuniy)

Vill of North Barrington Plowing 111 North Old Barrington Road Barrington, IL 60010

1400000018/14/20

ToenordHent/Vellinet/ells/024.

Per Exhibit C Path from 480 E Oxford to Shady lane

as needed material (Grade 9 Ca-6 gravel) or similar for a 5' wide walking gravel path roughly 800'

excess dirt will be left onsite and graded to match existing grade

mulch and fence material will be placed around designated trees.

as need repair seed blanket grass will be used to get the open area to repair

Various Landscaping

\$32,000.00

path

\$32,000.00

PROJECT TOTAL:

\$32,000.00

Trank& Gordlions

All proposals are subject to the terms and conditions set forth in the contract terms below. Proposal is valid for a period of thirty (30) days from proposal date. Proposals contracted after thirty (30) days may or may not be subject to a price increase. Material is subject to availability at time of project installation.

ALAN HORTICULTURE, LLC Contract Terms and Conditions

1. SCOPE. ALAN shall furnish all materials, tools, equipment and labor necessary to execute the Contract as set forth in the Project Proposal in an efficient and professional manner. As consideration, Customer agrees to pay ALAN the Contract Price in exchange for performing the services described in

the Project Proposal. The parties further agree as follows:

- 2. REVISION. This proposal is subject to revision if not accepted within thirty (30) days. The proposal is based on the conditions present in the landscape at the time of presentation.
- 3. CHANGE ORDERS. Alterations and/or deviations from the contract requiring additional materials, labor and/or waste disposal will be subject to an EXTRA CHARGE over and above the contract. Additional labor will be billed at the CURRENT PER HOUR RATE. Change orders resulting in a reduction of materials will be assessed a re-stocking charge for those materials. Additionally, any owner initiated additions, alterations and/or deviations from the landscape plan and/or contract made without the approval of the designer/ architect or production manager will VOID any warranties.
- 4. OWNER'S RESPONSIBILITY. Unless explicitly under contract with ALAN for additional services, it is the owner's responsibility to ensure adequate water for plant materials, lawns, etc., and to provide reasonable access to areas covered by this contract. Owner is responsible for securing all necessary permits and marking PRIVATE underground facilities including but not limited to sprinkler systems or invisible fence systems. ALAN will not assume responsibility for damage done to any PRIVATE type of underground object or facility unless their location is designated prior to the commencement of work on this contract. ALAN will J.U.L.I.E. the project and PUBLIC facilities will be marked prior to any excavation. Unless specified in writing, ALAN is not responsible for code violations made at Customer request.
- 5. PLANT GUARANTEE & REPLACEMENTS. This guarantee is NULL and VOID if payment or other terms of the contract have not been met. ALAN guarantees to use correct horticultural standards in workmanship and materials. This warranty is for ONE FULL YEAR from date of installation and is for ONE REPLACEMENT ONLY. Should a plant die due to our negligence, it will be replaced free of charge with as similar a plant as is available. Guarantee covers installation and materials, provided the plants have received adequate care and have not died as a result of neglect, animals, insects, rodents, mechanical damage, vandalism, natural disasters or other reasons beyond ALAN's control. Unless explicitly under contract with ALAN for additional services, it is the purchaser's responsibility to ensure that proper care is given to new plant material during the one-year warranty period or warranties shall be null and void. ALAN will complete an initial watering of all newly installed plant material and trees. The additional required maintenance and watering is offered separately. The guarantee implied, is contingent upon the fact that payment is made within the agreed upon terms. ROSES, except for rugosa roses, ARE NOT GUARANTEED. There is no warranty on transplant work.
- 6. PAVERS/WALLS GUARANTEE. ALAN warrants all workmanship for a period of two (2) years from the date of completion. Warranty does not cover misuse, damage caused by abuse, settlement of adjacent structures, natural disasters or other reasons beyond ALAN's control. Any alterations or repairs made to any installation by any party other than ALAN voids this warranty. Materials are warranted by the manufacturers or suppliers written warranty only.
- 7. COMPLETION and UNAVOIDABLE INTERRUPTIONS. ALAN shall not be held responsible or liable for any loss, damage or delay caused by weather, strikes or any other cause beyond our control. Project start dates and estimated completion dates are provided as a courtesy. Delays beyond our control will not alter or invalidate any part of this Contract, nor will they entitle the Customer to additional rights under the Contract.
- 8. DISCREPANCIES. Any discrepancies between the landscape plan and the contract will be resolved in favor of the contract.
- 9. DISSOLUTION OF CONTRACT. In the event of a mutual release of contract, it is agreed total compensation to ALAN will be based on the actual costs incurred by ALAN on behalf of the contracting party. If the release of contract is not mutually agreeable and a conflict exists, it is agreed that BOTH PARTIES will negotiate through BINDING ARBITRATION.
- 10. Should ALAN elect to not enforce any right accruing under this agreement it shall not be construed as a waiver of a subsequent right of ALAN to enforce the same or any other right, term or condition.

- 11. IN HOME SALE OR SERVICE NOTICE OF CANCELLATION. You may cancel this transaction, without any penalty or obligation within three (3) business days from the date originally signed. To cancel this transaction, mail, deliver or email a signed and dated letter of intent to cancel to ALAN 4355 Weaver Parkway, Warrenville, IL 60555.
- 12. PRICES AND COSTS. Prices may be subject to increase due to fuel, liability, or other costs beyond ALAN's control. ALAN reserves the right to impose a five percent (5%) fuel surcharge to the monthly contract price in the event fuel prices exceed \$3.75 per gallon (per https://gasprices.aaa.com/). In the event that the federal, state, or local government imposes governmental regulation or an additional tax which increases the cost of doing business, that increase will be added to the contract amount.
- 13. DEPOSITS. A deposit is not required prior to the start date if the total cost of the project is under \$5,000. If the total cost of the project is over \$5,000, a deposit of 33% is required before work shall commence. Progressive invoices may be sent as work progresses. Final Invoice will be sent after work is complete.

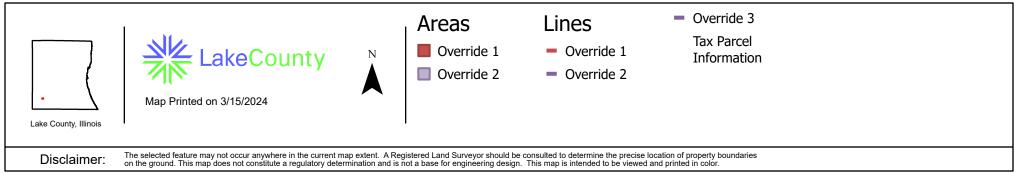
ACCEPTANCE of PROPOSAL. Any alterations or notations to this proposal will not be binding until both ALAN and I have initialed and dated each alteration or notation indicating mutual acceptance. I understand that this proposal constitutes a binding contract upon acceptance. Please sign and date this proposal where indicated below if the above prices, specifications, and conditions are satisfactory and hereby approved. ALAN is authorized to perform work as specified. All material belongs to ALAN until project is paid in full. Client will incur a 3.0% service transaction fee for any and all credit card payments.

Prices may be subject to increase due to fuel, liability, or other costs beyond ALAN's control. ALAN reserves the right to impose a five percent (5%) fuel surcharge to the monthly contract price in the event fuel prices exceed \$3.75 per gallon (per https://gasprices.aaa.com/). In the event that the federal, state, or local government imposes governmental regulation or an additional tax which increases the cost of doing business, that increase will be added to the contract amount.

Ву	DAMCL	Ву	
	David Maude		
Date	7/29/2024	Date	
	Alan Horticulture, LLC	Viii of North Barri	naton Plowina

LEONARD PARK PATH IMPROVEMENTS





LEONARD PARK WALKING PATH

SPECIFICATIONS

PRE-CONSTRUCTION

- 1. Install 4 feet high protection fencing 15 feet away from the trunks of the trees that are in the construction area, where applicable.
- 2. <u>Mandatory meeting on July 11, 2024 at 10:00 a.m.</u> with Owner on site prior to submission of bid to review route of walking path.
- 3. Install a 12-foot wide by 12-inches deep wood chip path along the western edge of the construction area. The wood chip path and the actual walking path will be the only areas allowed to have equipment and vehicles traveling on.

CONSTRUCTION

- 1. Excavate all soil and debris within the predetermined pathway, 5 feet wide by 6 inches deep. All topsoil can be spread out along the east side of the path, in the open area portion of the path. The areas will need to be leveled and fine graded. After grading these areas and any disturbed areas will receive seed and straw blanket. When excavating the path in the wooded area they can be "flipped" into the other portion of the woods. Do not worry about leveling and seeding these areas. Do not create any piles larger than 12 inches tall.
- 2. Any large roots that need to be removed from the work area will be removed to 6 inches outside of that area and will have proper cuts using a sharpened chain saw.
- 3. A permeable landscape fabric shall be installed in the excavated pathway areas.
- 4. 4 inches of CA-7 with fines and 2 inches of limestone screening on top of the landscape fabric will be installed in the path area and compacted well enough that there is no large movement in the gravel when walking.
- 5. 4 inches of CA-7 with fines and 2 inches of limestone screening on top will also be added to the landings only of all existing steps and compacted. These are in the wooded section only.
- 6. DO NOT DRIVE EQUIPMENT OR VEHICLES ON THE FOOT BRIDGES IN THE WOODED AREA. You can access those areas from Shady Ln.

POST CONSTRUCTION

- 1. Remove protective fencing.
- 2. Remove wood chip pathway.
- 3. Add soil, seed, and straw blanket to all disturbed turf areas.
- 4. Perform a walk through with Owner to confirm completion of project.
- 5. Ensure the project area is free of construction debris.



AGENDA COVER SHEET

To: President and Board of Trustees

From: John A. Lobaito, Village Administrator

Date: August 21, 2024

Subj: Biltmore Country Club, Artificial Lighting Extension

Attachments: 1. Letter of Request, Belisario Castillo, Club Manager dated July 17, 2024

2. Ordinance No. 2022-09

Board Action Requested: Motion to approve written request to extend artificial lighting variation until April 15, 2025 for two temporary platform tennis courts located at 160 Biltmore Drive, North Barrington, Illinois, as authorized under Ordinance No. 2022-09.

Executive Summary: At the October 19, 2022 Village Board meeting, the Board passed Ordinance No. 2022 -09 granting a variation to permit artificial lighting for two temporary platform tennis courts on the property of the Biltmore Country Club. Artificial lighting is prohibited by Village Zoning Ordinance.

Section 4(A) of the Ordinance grants the lighting variation until April 15, 2023, unless a written request to extend the termination date is approved by the Village Board at a public meeting for one additional year. A total of four (4) additional successive annual extension requests are permitted. In no event can the variation for artificial lighting extend past April 15, 2027.



BILTMORE COUNTRY CLUB

July 17, 2024

Board of Trustees Village of North Barrington 111 Old Barrington Road North Barrington, IL 60010

Subject: Request to Be Added to the Board Meeting Agenda for Extension of Artificial Lighting Variation

Dear Members of the Board of Trustees,

I hope this letter finds you in good health and high spirits. My name is Belisario Castillo and I am the Club Manager at Biltmore Country Club. I am writing to respectfully request to be added to the August 12, 2024, Board Meeting agenda to discuss the extension of the variation for artificial lighting on our property.

I kindly request the opportunity to present my case in person during the next Board Meeting. If it is possible to include me on the agenda, I would be grateful for the chance to share additional details regarding our lighting project.

Thank you for your time and consideration of my request. If you require any further information or documentation, please feel free to contact me at 224.655.7100 or bcastillo@biltmore-cc.com

Sincere	ly	,

Belisario Castillo

BI House Country Club



V - 1:2-1: -- 1 raddle tennis Musts

BiHmore Country Club



-Traffic bonning 8D

- Propone tanks w/ feach

Tork lift (bobcet)

drop offspot to unlocal

poddle count panels. Final

clostination of all driven

on cart path

Drop off spot, Pick-up truck & timber unload paddle court panels of trasfor to a fork lift (bobest). All driven on court path.

Constitution Access Route & Propage tank, fencing a traffic barrier locations



2822-Daddle よのうち m/lights Biltmore



2022 - Paddle tennis facilities Wlights - Bitmore

VILLAGE OF NORTH BARRINGTON ORDINANCE NO. 2022-09

AN ORDINANCE GRANTING A VARIATION FOR ARTIFICIAL LIGHTING FOR TWO TEMPORARY PLATFORM (PADDLE) TENNIS COURTS ON PROPERTY OF THE BILTMORE COUNTRY CLUB, 160 BILTMORE DRIVE, NORTH BARRINGTON, ILLINOIS

WHEREAS, the Village of North Barrington (the "Village") is a duly organized municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Biltmore County Club ("Owners") are the legal title owners of the property commonly known as 160 Biltmore Drive, North Barrington, Illinois ("Subject Property") and have submitted an application to the Village seeking a zoning variation to erect two temporary platform (paddle) tennis courts with artificial lighting on portions of the property described herein; and,

WHEREAS, the question of enacting the variations hereinafter provided for in the Zoning Ordinance of the Village of North Barrington, was referred to the Zoning Board of Appeals of this Village to hold a Public Hearing thereon; and,

WHEREAS, a Public Hearing was held on October 11, 2022 by the Zoning Board of Appeals pursuant to notices duly published regarding the proposed variation as to the Subject Property; and,

WHEREAS, said Board of Appeals on October 11, 2022 approved findings of fact and recommendations to the Corporate Authorities of the Village, recommending approval of Owners request for zoning variation and,

WHEREAS, the Village President and Village Board of Trustees have duly considered the Board of Appeal's Findings and Recommendation and determined it to be in the Village's best interest to adopt same and to grant the requested variation for the Subject Property.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Barrington, Lake County, Illinois, as follows:

SECTION 1: That the foregoing recitals are hereby incorporated as if fully set forth herein.

SECTION 2: That the property to which this ordinance applies is legally described as follows:

BILTMORE COUNTRY CLUB

THAT PT LYING WEST OF BILTMORE COUNTRY CLUB ESTATES UNIT 1 & NORTHEASTERLY

OF HWY 59 PT SW 1/4 SECTION 13 TOWNSHIP 43 RANGE 9

Permanent Index Number: 13-13-300-001

SECTION 3: That the property is subject to the Village Code of the Village of North Barrington, including the following Sections:

10-2-1 (Artificial Lighting): No artificial lighting may be installed on golf courses, tennis courts or other outdoor recreational facilities other than security lighting necessary for the safety and protection of persons and property; except that the Zoning Board of Appeals may recommend to the Board of Trustees a variation to provide for artificial lighting for recreational facilities for property zoned golf course and club, and the variation may be limited as deemed advisable, subject to approval of the Board of Trustees.

The Biltmore Country Club wishes to erect two (2) <u>temporary</u> platform (paddle) tennis courts with artificial lighting to allow play after dark.

SECTION 4: That the variations are approved for the property located at 160 Biltmore Drive, North Barrington, IL. Subject to the following conditions;

A. That in consideration that the temporary artificial lighting has a useful life of greater than one year, the variation for temporary artificial lighting shall be subject to the following expiration term:

That for purposes of this variation, the termination date for the variation shall be April 15, 2023, unless a timely written request is presented and approved by the Village Board at a public meeting to extend the variation for additional annual terms. Requests for additional annual terms to the Village Board shall be limited to four (4) additional successive annual terms, but in no event shall this variation remain valid beyond April 15, 2027.

- B. The artificial lighting shall be turned off no later than 10:00 p.m. every night.
- C. Hours of operation shall be 7:00 a.m. to 10:00 p.m. seven (7) days a week.

SECTION 5: If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed this 19^{th} day of October 2022 by roll call vote as follows:

	Ayes_	Nays	Absent	Abstain
Trustee Kevin Horcher	X			
Trustee Robin R. Kelleher	X			
Trustee Vanessa G. Kerrigan	_X_			
Trustee Martin Pais	_X_			
Trustee Greg Rogus				
Trustee Lawrence Weiner				
President Sweet McDonnell		-		
THE THE PROPERTY OF THE PROPER	APPROV	ED THIS 19 th	DAY OF OCTO	BER 2022.
SEAL ZO	Eleg	in De	vect Iné	Dernell
	Eleanor S	weet McDonn	ell, Village Presi	ident
(SEAL)			_	
ATTEST: Village Clerk	Au A	u X		
Published: October 19, 2022	2			

CERTIFICATION

I, John Lobaito, do hereby certify that I am the duly elected, acting and qualified Clerk of the Village of North Barrington, Lake County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of North Barrington.

I do further certify that at a regular meeting of the President and Board of Trustees of the Village of North Barrington, held on the 19th day of October 2022, the foregoing Ordinance entitled "AN ORDINANCE GRANTING A VARIATION FOR ARTIFICIAL LIGHTING FOR TWO TEMPORARY PLATFORM (PADDLE) TENNIS COURTS ON PROPERTY OF THE BILTMORE COUNTRY CLUB, 160 BILTMORE DRIVE, NORTH BARRINGTON, ILLINOIS", as duly passed by the President and Board of Trustees of the Village of North Barrington.

The pamphlet form of Ordinance No. 2022-09, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the 20th day of October 2022, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and seal of the Village of North Barrington this 20th day of October

2022.

(SEAL)

Village Clerk

Willage of North Barrington,

Lake County, Illinois



AGENDA COVER SHEET

To: President and Board of Trustees

From: John A. Lobaito, Village Administrator

Date: August 21, 2024

Subj: Cooperative Traffic Control -IGA

Attachment: 1. Ordinance Approving the Execution of an IGA between Tower Lakes,

North Barrington, and Lake Barrington.

Board Action Requested: Motion to pass an Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement for Cooperative Traffic Control by and Among the Village of Tower Lakes, The Village of North Barrington, and the Village of Lake Barrington.

Executive Summary: The Ordinance approves a renewal of an Intergovernmental Agreement ("IGA") between the Village of North Barrington, Tower Lakes, and Lake Barrington. The Villages have cooperated for many years in providing traffic control services at the intersection of Grandview Dr. and Route 59 at North Barrington Elementary School. The service is provided by Tower Lakes Police Department twice per day at peak student arrival and departure when the school is open for regular student attendance.

The IGA is substantially the same from the original Agreement in 2012. The Village Board last approved the Agreement in 2021 which expires August 31, 2024. The term of the new Agreement is for twelve months that begins September 1, 2024 and ends at midnight August 31, 2025. The Agreement provides for two (2) automatic renewals. Each renewal period is for twelve-months unless terminated by any party to the Agreement pursuant to the termination provisions. The Agreement expires on August 31, 2027.

The Annual cost for the traffic control service is paid on a quarterly basis by both North Barrington and Lake Barrington. The cost for the first year is an increase of 3% over the prior 12 months. Year two and three increases 2.5%. The annual cost for each community is as follows:

First Year	\$8,158.02
Second Year	\$8,361.97
Third Year	\$8,571.02

VILLAGE OF NORTH BARRINGTON ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE TRAFFIC CONTROL BY AND AMONG THE VILLAGE OF TOWER LAKES, THE VILLAGE OF NORTH BARRINGTON AND THE VILLAGE OF LAKE BARRINGTON

WHEREAS, the Village of North Barrington (the "Village") is a duly organized municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, there has been presented to the Village of North Barrington for execution, a proposed Intergovernmental Agreement for Cooperative Traffic Control by and among the Village of Tower Lakes, the Village of North Barrington, and the Village of Lake Barrington; and,

WHEREAS, it is in the best interests of the Village and its residents that said Intergovernmental Agreement for Cooperative Traffic Control by and among the Village of Tower Lakes, the Village of North Barrington and the Village of Lake Barrington be executed, to continue the traffic control services provided; and,

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Barrington, Lake County, Illinois, as follows:

SECTION 1: That the foregoing recitals are hereby incorporated as if fully set forth herein.

SECTION 2: That said Intergovernmental Agreement for Cooperative Traffic Control by and among the Village of Tower Lakes, the Village of North Barrington and the Village of Lake Barrington is substantially the form attached hereto as **Exhibit A** shall be and is hereby authorized and approved and the President and Village Clerk are hereby authorized to execute said Intergovernmental Agreement for Cooperative Traffic Control by and among the Village of Tower Lakes, the Village of North Barrington, and the Village of Lake Barrington.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed this 21st day of August 2024 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstair</u>
Trustee (vacant)				
Trustee Sarah L Creviston				
Trustee Robin Kelleher				
Trustee Neil Morrow				
Trustee Martin Pais				
Trustee Mark Vandenbergh				
President Sweet McDonnell				
resident Sweet McDonnen				

APPROVED THIS 21st DAY OF AUGUST 2024

		Village President, Eleanor Sweet McDonnell
(SEAL)		
ATTEST:	Village Clerk	
Published:	August 22, 2024	

CERTIFICATION

I, do ho	ereby certify that I am the duly elected, acting and
	ington, Lake County, Illinois, and that as such Clerk,
*	nd proceedings of the President and Board of Trustees
of said Village of North Barrington.	
Village of North Barrington, held on the entitled "AN ORDINANCE APPROVI OF AN INTERGOVERNMENTATAFFIC CONTROL BY AND AM THE VILLAGE OF NORTH BARRINGTON", as duly passed by the	ting of the President and Board of Trustees of the 21 st day of August 2024, the foregoing Ordinance NG AND AUTHORIZING THE EXECUTION AL AGREEMENT FOR COOPERATIVE IONG THE VILLAGE OF TOWER LAKES, RINGTON AND THE VILLAGE OF LAKE President and Board of Trustees of the Village of the Barrington.
thereof, was prepared, and a copy of su commencing on the 22 nd day of August 20.	o, including the Ordinance and a cover sheet ach Ordinance was available in the Village Hall, 24, and will continue for at least 10 days thereafter. for public inspection upon request in the office of the
•	, of which the attached is a true and correct copy, is or safekeeping, and that I am the lawful custodian and
Given under my hand and seal of the 2024.	e Village of North Barrington this 22 nd day of August
(SEAL)	Village Clerk Village of North Barrington, Lake County, Illinois

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE TRAFFIC CONTROL BY AND AMONG THE VILLAGE OF TOWER LAKES, THE VILLAGE OF NORTH BARRINGTON, AND THE VILLAGE OF LAKE BARRINGTON

This Intergovernmental Agreement ("Agreement" or "Contract") dated September 1, 2024, is entered into by and among the Village of Tower Lakes, an Illinois municipal corporation, the Village of North Barrington, an Illinois municipal corporation, and the Village of Lake Barrington, an Illinois municipal corporation:

WITNESSETH:

WHEREAS, pursuant to the authority granted specifically in the Constitution of the State of Illinois, Article Seven, Section 10, and as further implemented and provided in Chapter 5 ILCS, Section 220/5 for the mutual benefit of the parties named herein, the Village of Tower Lakes (hereinafter referred to as "Tower Lakes"), the Village of North Barrington (hereinafter referred to as "North Barrington"), and the Village of Lake Barrington (hereinafter referred to as "Lake Barrington"), agree by their duly authorized officials, as follows:

- 1. For the term of this Agreement, Tower Lakes agrees to provide traffic control services at the intersection of Grandview Drive and Route 59 in the Village of Lake Barrington twice a day during the peak arrival and departure times for North Barrington School on days when said school is open for regular student attendance (hereinafter, the "subject traffic control services"). In consideration for such services, Lake Barrington and North Barrington each agree to pay to the Village of Tower Lakes the Annual Traffic Control Services Fee as described below.
- 2. The term of this Agreement shall commence on September 1, 2024 ("Commencement Date") and shall end at midnight August 31, 2025. Each twelve (12) month period from the Commencement Date shall be a "Contract Year". Absent written notice of termination being given by any party hereto pursuant to the terms as provided herein, the term of this Agreement shall automatically renew and be extended for two (2) subsequent twelve (12) month Contract year(s), the first beginning September 1, 2025 through August 31, 2026, and then a second beginning September 1, 2026 through August 31, 2027 respectively.

3. Indemnification:

A. North Barrington and Lake Barrington shall each separately defend, indemnify and hold harmless Tower Lakes, and its officers, agents and employees, from any and all liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys' fees, arising out of the execution of this Agreement, the performance of any act pursuant to this Agreement, or the termination of this Agreement in accordance with its terms, with the exception of any liability, losses, costs, damage or expense, or injury to person or property arising out of or resulting from either: (1) the sole action, negligence, malfeasance, or misfeasance of Tower Lakes, or its officers, agents and employees in the performance or non-performance of any act pursuant to this Agreement; or (2) from Tower Lakes' inability or failure to perform any provisions of this Agreement.

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- B. Tower Lakes shall defend, indemnify and hold harmless North Barrington and Lake Barrington, and their respective officers, agents and employees, from any and all liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys' fees, arising out of or resulting from the sole action, negligence, malfeasance or misfeasance of Tower Lakes or its officers, agents or employees in the performance or non-performance of any act pursuant to this Agreement or Tower Lakes' inability or failure to perform any provisions of this Agreement.
- 4. In consideration of the proposed traffic control services to be provided by Tower Lakes, Lake Barrington and North Barrington shall each pay to Tower Lakes the "Annual Traffic Control Services Fee", as increased and adjusted on an annual basis (the "Adjusted Annual Traffic Control Services Fee") in installments to be paid to the Village of Tower Lakes on a quarterly basis (commencing the 15th day of the third calendar month from the Commencement Date and thereafter on the 15th day of every third calendar month). Therefore, the installment due dates shall be as follows for each contract year:

1st Installment: December 15th
2nd Installment: March 15th
3rd Installment: June 15th

4th Installment: September 15th

Tower Lakes shall invoice North Barrington and Lake Barrington for the amounts due for each installment. If applicable, the final installment due to Tower Lakes under the terms of this Agreement shall be prorated based upon the then-applicable Adjusted Annual Traffic Control Services Fee divided by 365 days, to arrive at a daily service fee sum, times the number of days remaining in the then-applicable term of this Agreement, or any renewal or extension thereof. The Annual Traffic Control Services Fee and its annual adjustments are and shall be determined as follows:

- A. For the first Contract Year beginning on the Commencement Date as stated in Paragraph 2 above, the Annual Traffic Control Services Fee to be paid to the Village of Tower Lakes by North Barrington and Lake Barrington, respectively, shall be an annual sum of \$8,158.02 per village.
- B. For the second Contract Year beginning on September 1, 2025 of that year, the Annual Traffic Control Services Fee to be paid to the Village of Tower Lakes by North Barrington and Lake Barrington shall be the annual sum of \$8,361.97 per village.
- C. For the third Contract Year beginning on September 1, 2026 of that year, the Annual Traffic Control Services Fee to be paid to the Village of Tower Lakes by North Barrington and Lake Barrington shall be the annual sum of \$8,571.02 per village.
- 5. This Agreement may be terminated by any party Village hereto without cause on thirty (30) days' written notice to the remaining parties to this Agreement and/or for an Event of Default as further provided below. Such notice(s) shall be directed to the Village President of each of the other party Villages with a copy to the Tower Lakes Chief of Police. For purposes of this Agreement, notice shall be deemed given if personally delivered, or when sent by facsimile transmission to each Village's Village Hall, or when sent through a recognized overnight delivery service.

- 6. The parties hereto agree to reasonably cooperate with good faith efforts to implement this Agreement. To that end, the Chief of Police of Tower Lakes shall meet or confer regularly, and not less than annually, with the respective Village Presidents, or their respective designee(s), of Tower Lakes, North Barrington, and Lake Barrington to consider and reasonably act upon all requests, questions of policy, practices, procedures, staffing, and personnel assignments relative to the subject traffic control services to be provided pursuant to this Agreement.
- 7. Each of the following acts, omissions or occurrences described in Paragraphs 7A and 7B below shall constitute an "Event of Default":
 - A. Failure or refusal by a party hereto to make any payments required under this Agreement when due, if such failure shall continue for a period of 30 days; or
 - B. Failure or refusal by a party hereto to perform or observe any other duty or obligation of this Agreement within 30 days after receipt of notice thereof from another party hereto. This notice shall specifically describe the duty or obligation which a party hereto has allegedly failed or refused to perform or observe; if such default is cured by or on behalf of the defaulting party within such 30-day period, no Event of Default shall be deemed to have occurred. If the default is one which cannot be reasonably cured within 30 days and if the defaulting party shall commence curing the default within such 30-day period by the implementation of a remedial plan mutually agreed upon by the parties, the 30-day period shall be extended for such time as is reasonably necessary for curing the default, so long as the defaulting party diligently proceeds to cure; if such default is cured within such extended period, no Event of Default shall be deemed to have occurred.
- 8. If and whenever any Event of Default shall occur, the following shall be applicable:
 - A. The non-defaulting party may, at its option, in addition to all other rights and remedies provided for in this Agreement, or available by law or equity, including suits for damages and/or injunctive relief, terminate this Agreement by giving 30 days written notice of termination to the party allegedly in default hereunder in the manner provided in Paragraph 5 hereof.
 - B. Unless otherwise provided by written amendment to this Agreement duly authorized by the appropriate legislative action of the parties hereto, in the Event of Default by any party hereto, this Agreement can only be terminated according to the following procedures:
 - (1) The party desiring to terminate this Agreement by reason of another party's default shall serve a written notice of such termination upon the party alleged to be in default, with a copy to the other party Villages, by personal delivery or by facsimile transmission to each Village's Village Hall, or by a recognized overnight delivery service. Notice shall be deemed given when delivered to the party Village to which notice is sent.
 - (2) The notice shall set forth that the party sending the notice is exercising its right to terminate this Agreement.

- 9. The failure of any party hereto to insist upon the strict performance of this Agreement by another party hereto shall not be deemed a waiver of any right to insist upon strict performance thereafter.
- 10. This Agreement shall be effective from and after its approval by the Corporate Authorities of each of the respective Parties hereto.

11. Miscellaneous:

- A. If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect any other provisions of this Agreement which can be given effect without the invalid provision and to that extent, the provisions of this Agreement are severable.
- B. This Agreement shall be governed by the applicable laws of the State of Illinois.
- C. This Agreement shall be binding on all parties and may not be modified or amended orally, but only in writing signed by all parties hereto.
- D. This Agreement may be executed in one or more identical counterparts, which counterparts, when affixed together, shall constitute one and the same document.
- E. Each party represents to the other that such party has full authority to execute this Agreement and fulfill the terms, conditions, provisions, and obligations herein provided.
- F. Only the respective parties to this Agreement, the Village of Tower Lakes, the Village of North Barrington, and the Village of Lake Barrington, and no other party, shall have the right to enforce or rely on this Agreement.

IN WITNESS WHEREOF, the parties hereto have, pursuant to the authority of the respective Corporate Authorities, caused this Agreement to be executed, attested and delivered by its duly authorized officers as of the date first mentioned above.

VILLAGE OF TOWER LAKES	VILLAGE OF LAKE BARRINGTON
By:Village President	By:Village President
ATTEST:Village Clerk	ATTEST:Village Clerk
VILLAGE OF NORTH BARRINGTON	
By: Village President	-
ATTEST: Village Clerk	

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Grade A Asphalt Services, Inc

Village of North Barrington Unpaid Warrants

As of August 21, 2024

Date	Num	Memo	Account	Class	Open Balance
07/16/2024 08/01/2024 08/01/2024 08/01/2024	7210 7379 7379	HONEY LAKE SWALE IMPROVEMENTS VILLAGE HALL - AUGUST 2024 ETON PARK - AUGUST 2024	60.8203 · Stormwater Facility Maint. & Im 10.5706.6 · Landscape Maintenance 40.5085 · Landscape Maintenance	Capital Projects General Fund General Fund	2,934.30 1,333.05 1,090.67
otal Apex Landscaping	g				5,358.02
& F Construction Co	ode Ser. Inc.				
08/03/2024 08/03/2024	19585 19584	JUNE 2024 MAY 2024	12.5105 · Inspections 12.5105 · Inspections	General Fund General Fund	1,890.00 1,485.00
otal B & F Construction	n Code Ser. Inc.				3,375.00
nris Cantafio.					
07/23/2024 08/12/2024	PERMIT #: 23-014 TREE PRESERVATI	BOND REFUND BOND REFUND	Road Bond. Tree Preservation.	Trust & Agency Trust & Agency	1,000.00 2,000.00
otal Chris Cantafio.					3,000.00
	Mosquito Mgmt, Inc.	OFDWOF DATE: 07/40/04	40 5005 Marrow 41 1	0	0.007.55
07/19/2024 08/05/2024	001034241 001034687	SERVICE DATE: 07/16/24 SERVICE DATE: 08/02/24	10.5225 · Mosquito Abatement 10.5225 · Mosquito Abatement	General Fund General Fund	3,831.00 3.831.00
08/12/2024	001034790	SERVICE DATE: 08/09/24	10.5225 · Mosquito Abatement	General Fund	3,831.00
tal Clarke Environme	ental Mosquito Mgmt, Inc.				11,493.00
omcast					
07/13/2024 07/13/2024	07.20.24-08.19.24 07.20.24-08.19.24	SERVICE: 07/20/24-08/19/24 SERVICE: 07/20/24-08/19/24	10.5600 · Phone Services 10.5412 · Internet	General Fund General Fund	221.15 147.43
otal Comcast					368.58
omEd					
07/18/2024 08/06/2024	*2222 / 07.18.24 *2111/ 08.06.24	TRAFFIC SIGNALS - SERVICE: 06/18/24-07/18/24 STREET LIGHTS - SERVICE: 07/08/24-08/06/24	30.5020 · Utilties 30.5020 · Utilties	General Fund General Fund	44.15 66.99
otal ComEd					111.14
aily Herald - Paddocl					
07/09/2024 07/15/2024	296544 296755	PUBLIC NOTICE - APPROPRIATION HEARING PUBLIC HEARING - 107 MOHAWK DR.	10.5550 · Publishing & Recording Fees 10.5550 · Publishing & Recording Fees	General Fund General Fund	70.20 72.90
07/29/2024	298326	PUBLIC HEARING - 107 MOHAWK DR. RESCHEDULED DATE	10.5550 · Publishing & Recording Fees	General Fund	64.40
otal Daily Herald - Pac	ddock Publications, Inc.				207.50
a Township Highway					
07/31/2024 07/31/2024	1247 1247	PUBLIC WORKS - 07/01/24-07/31/24 STORM CLEANUP	30.5015 · Public Works 30.5025 · Maintenance/Storm Cleanup	General Fund General Fund	6,636.50 454.00
07/31/2024	1247	INSPECTION	12.5105 · Inspections	General Fund	172.00
otal Ela Township Higl	hway Dept.				7,262.50
nhanced Networks 07/14/2024	20241416	JUNE 2024	10.5240 · IT Consulting Services	General Fund	2,666.15
otal Enhanced Networ		UNIL 2024	10.0240 Ti Outsulling Services	Concrair und	2,666.15
ugua Winter Ltd.					2,500.10
07/31/2024 07/31/2024	13942 13943	HONEY LAKE - JULY 2024 GENERAL - JULY 2024	60.8204 · Grassmere Farms/Haverton/Duck P 10.5220 · Legal	Capital Projects General Fund	315.00 3,486.00
otal Fuqua Winter Ltd.					3,801.00
	nting & Prof. Services				
08/07/2024	24150	JULY 2024	10.5260 · Accounting Services	General Fund	2,500.00
tal Governmental Acc	counting & Prof. Services				2,500.00

Village of North Barrington Unpaid Warrants

As of August 21, 2024

Date	Num	Memo	Account	Class	Open Balance
08/02/2024	PERMIT #: 24-023	BOND REFUND	Road Bond.	Trust & Agency	1,000.00
Total Grade A Asphal	t Services, Inc				1,000.00
Henry Tonigan 08/12/2024	TREE COST SHARE	TREE COST SHARE PROGRAM	10.5421 · 50/50 Tree Program	General Fund	300.00
Total Henry Tonigan					300.00
Joan McMahon 08/12/2024	TREE COST SHARE	TREE COST SHARE PROGRAM	10.5421 · 50/50 Tree Program	General Fund	300.00
Total Joan McMahon					300.00
John Suerth 08/12/2024	TREE PRESERVATI	BOND REFUND	Tree Preservation.	Trust & Agency	2,000.00
Total John Suerth					2,000.00
Johnson Cleaning 07/01/2024	45654	JULY 2024 & ADDITIONAL SERVICE	10.5706.4 · Cleaning Services	General Fund	219.00
Total Johnson Cleani	ng				219.00
Lake County Sheriff 08/01/2024	's Office 300034030	AUGUST 2024	20.5201 · IGA - Police Services	General Fund	28,999.34
Total Lake County Sh	eriff's Office				28,999.34
Louies Throne Inc. 07/19/2024	12813	ETON PARK HANDICAP - 07/19/24-08/15/24	40.5080 · Eton Park - Port-o-let Rental	General Fund	155.00
Total Louies Throne I	nc.				155.00
Mike & Jennifer Furi 08/12/2024	bondo TREE PRESERVATI	BOND REFUND	Tree Preservation.	Trust & Agency	2,000.00
Total Mike & Jennifer	Furibondo				2,000.00
Mo Ashab 07/19/2024 08/13/2024	JULY 2024 AUGUST 2024	JULY 2024 AUGUST 2024	10.5250 · Treasurer's Services 10.5250 · Treasurer's Services	General Fund General Fund	200.00 200.00
Total Mo Ashab					400.00
Natalie P. Karney, P. 08/01/2024	. E . 2024-JULY	JULY 2024	10.5235 · Health Officer	General Fund	1,235.00
Total Natalie P. Karne	ey, P.E.				1,235.00
Orkin 08/01/2024	264889606	SERVICE: AUGUST 2024	10.5745 · Pest Control	General Fund	65.00
Total Orkin					65.00
Quill LLC 07/03/2024	39378353	ENGRAVED SIGN W/ METAL BASE(2)	10.5730 · Office Supplies	General Fund	37.18
Total Quill LLC					37.18
Rafferty Architects 08/09/2024	4414	JULY 5, 2024 - AUGUST 8, 2024	12.5100 · Building and Zoning Officer	General Fund	6,667.50
Total Rafferty Archite	cts				6,667.50
Robert Klein 08/12/2024	TREE REPLACEME	BOND REFUND	Tree Replacement.	Trust & Agency	800.00
Total Robert Klein					800.00

Village of North Barrington Unpaid Warrants

As of August 21, 2024

Date	Num	Memo Memo	Account	Class	Open Balance
Robinson Engineeri	ng				
08/09/2024	AUGUST 2024	225 HONEY LAKE RD PLAN REVIEW	Trust & Agency.	Trust & Agency	520.50
08/09/2024	AUGUST 2024	157 SIGNAL HILL RD - PLAN REVIEW	Trust & Agency.	Trust & Agency	444.00
08/09/2024	AUGUST 2024	270 BILTMORE DR SITE INSPECTION	Trust & Agency.	Trust & Agency	156.00
08/09/2024	AUGUST 2024	443 SIGNAL HILL RD SITE INSPECTION	Trust & Agency.	Trust & Agency	259.00
08/09/2024	AUGUST 2024	140 DEVON LN INSPECTION	Trust & Agency.	Trust & Agency	199.00
08/09/2024	AUGUST 2024	162 N. WYNSTONE DR INSPECTION	Trust & Agency.	Trust & Agency	199.00
08/09/2024	AUGUST 2024	HONEY LAKE DRAIN (GHO PROJECT) - CAPITAL	60.8204 · Grassmere Farms/Haverton/Duck P	Capital Projects	27,108.25
08/09/2024	AUGUST 2024	PROFESSIONAL ENG. SERVICES	17.5125 · Engineer Consulting	General Fund	2,212.00
08/09/2024	AUGUST 2024	UTLITY PLAN REVIEW - COMCAST	17.5114 · Plan Review	General Fund	199.00
08/09/2024	AUGUST 2024	150 DEVON LN PLAN REVIEW	Trust & Agency.	Trust & Agency	518.00
08/09/2024	AUGUST 2024	70 HILLBURN LN PLAN REVIEW	Trust & Agency.	Trust & Agency	1,783.50
08/09/2024	AUGUST 2024	73 HILLBURN LN PLAN REVIEW	Trust & Agency.	Trust & Agency	559.50
08/09/2024	AUGUST 2024	LZRFPD - PLAN REVIEW	17.5114 · Plan Review	General Fund	888.00
08/09/2024	AUGUST 2024	130 ARROWHEAD LN PLAN REVIEW	Trust & Agency.	Trust & Agency	444.00
08/09/2024	AUGUST 2024	597 ETON DR PLAN REVIEW	Trust & Agency.	Trust & Agency	518.00
08/09/2024	AUGUST 2024	PROFESSIONAL ENG. SERVICES	17.5125 · Engineer Consulting	General Fund	814.00
08/09/2024	AUGUST 2024	2024 STREET PROGRAM	60.8100 · Street Maintenance & Repair	Motor Fuel Tax	6,612.25
Total Robinson Engir	neering				43,434.00
Susan Allman 08/08/2024	182	SERVICE: 07/09/24-08/07/24	15.5070 · Forester Services	General Fund	975.00
Total Susan Allman					975.00
					975.00
Tropical Chill - Ice C 08/11/2024	ream 0146	SUMMER CONCERT SERIES - AUGUST 10, 2024	40.5015 · Summer Concerts	General Fund	315.90
Total Tropical Chill -	lce Cream				315.90
Valentino Electric In	c.				
05/03/2024	3873	LED LIGHTING PROJECT - FYE 2024	60.8001 · Village Hall	Capital Projects	9,040.00
Total Valentino Elect	ric Inc.				9,040.00
Village of Tower Lal	es				
08/01/2024	2024-05	TRAFFIC CONTROL AGREEMENT - 2023-2024 - (4 OF 4 INSTLLMENTS)	20.5202 · IGA - NB School Traffic Control	General Fund	1,980.10
Total Village of Towe	r Lakes				1,980.10
ΓAL					140.065.91

Village of North Barrington Mo. Checks Written Report

July 18 through August 20, 2024

	Туре	Num	Date	Name	Memo	Account	Paid Amount
	Check	EFT	07/30/2024	First Bankcard	*2302 - 07.03.24 CONF. #: 86815138	00.1000 · BB&T Checking - 6814	
					GLOBAL LEADERSHIP NETWORK	10.5650 · Meetings & Travel	-50.00
					CONSTANT CONTACT	10.5400 · Membership Dues & Subscriptions	-52.00
					AT&T MOBILITY	10.5600 · Phone Services	-57.51
					APPLE.COM	10.5400 · Membership Dues & Subscriptions	-0.99
TOTAL							-160.50
	Check	EFT	07/30/2024	First Bankcard	*0559 - 07.03.24 CONF. #: 86866271	00.1000 · BB&T Checking - 6814	
					AMAZON PRIME	10.5400 · Membership Dues & Subscriptions	-14.99
					PRIMO WATER	10.5731 · Building Supplies	-7.20
					PRIMO WATER	10.5731 · Building Supplies	-22.12
					ZOOM	10.5400 · Membership Dues & Subscriptions	-15.99
					AMAZON	10.5730 · Office Supplies	-22.99
					AMAZON	10.5730 · Office Supplies	-166.53
					AMAZON	10.5730 · Office Supplies	-42.00
					DAILY HERALD	10.5400 · Membership Dues & Subscriptions	-14.00
TOTAL							-305.82
	Check	EFT	07/30/2024	Myriad Creative Services, LLC	WEB HOSTING SERVICES - AUGUST 2024, INV	1 ± 00.1000 ⋅ BB&T Checking - 6814	
					WEB HOSTING SERVICES - AUGUST 2024	10.5245 · Website	-50.00
TOTAL							-50.00
	Check	EFT	07/30/2024	Myriad Creative Services, LLC	WEBSITE UPDATES - MAY 2024, INV #: 10797	00.1000 · BB&T Checking - 6814	
TOTAL					WEBSITE UPDATES - MAY 2024	10.5245 · Website	-125.00 -125.00
	Check	EFT	07/30/2024	Intuit		00.1000 · BB&T Checking - 6814	
TOTAL					PAYROLL	10.5400 · Membership Dues & Subscriptions	-6.42 -6.42

Village of North Barrington Mo. Checks Written Report

July 18 through August 20, 2024

	Туре	Num	Date	Name	Memo	Account	Paid Amount
	Check	EFT	08/01/2024	Leaf	INVOICE: 16845861	00.1000 · BB&T Checking - 6814	
TOTAL					COPIER SYSTEM	10.5205 · Copier Lease/Maintenance	-180.61 -180.61
	Check	26291	08/05/2024	John Lobaito	JULY 2024	00.1000 · BB&T Checking - 6814	
TOTAL					JULY 2024 (134 HOURS)	10.4050 · Administrator	-11,792.00 -11,792.00
	Check	26292	08/05/2024	Sue Murdy	JULY 2024	00.1000 · BB&T Checking - 6814	
TOTAL					JULY 2024 (154 HRS)	10.4056 · Administrative Assistant #1	-4,056.00 -4,056.00
	Check	26293	08/05/2024	Anthony Natale	August 2024 Summer Concert	00.1000 · BB&T Checking - 6814	
TOTAL					August Summer Concert	40.5015 · Summer Concerts	-1,000.00 -1,000.00
						TOTAL MONTHLY CHECKS WRITTEN	\$ 17,676.35



BILTMORE COUNTRY CLUB

August 14, 2024

Ms. Eleanor Sweet McDonnell c/o Sue Murdy Village President Village of North Barrington 111 Old Barrington Road, North Barrington, IL 60010

Dear Ms. McDonnell,

On behalf of Biltmore Country Club, I am writing to inform you about our upcoming annual summer concert, which will take place on Saturday, September 7, 2024. Set-up for the event will begin at noon, with band practice beginning around 2pm, performances starting at 5:00 pm and concluding by 10:00 pm.

We understand that events of this nature can occasionally lead to increased activity in the area, and we are committed to minimizing any potential disruptions. The club will strictly adhere to noise regulations and take all necessary measures to ensure the event has minimal impact on our neighbors.

We highly value our relationship with the surrounding community and are dedicated to maintaining the peace and harmony that we all cherish.

If you have any questions or concerns, please do not hesitate to contact me at (224) 655-7100. We would greatly appreciate a favorable response from the Village at your earliest convenience.

Very truly yours,

Belisario Castillo Club Manager