

**MINUTES OF THE REGULAR MEETING  
OF THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF BARRINGTON  
Monday, June 8, 2015**

**CALL TO ORDER**

The Regular Meeting of the President and Board of Trustees was called to order by Village President Karen Darch at 8:00 p.m. on Monday, June 8, 2015 in the Village Board Room, 200 South Hough Street, Barrington, Illinois. Police Chief David Dorn led the Pledge of Allegiance and a moment of silence was held in memory of Aimee Coath.

**ROLL CALL**

Upon roll being called the following answered present: Trustees Robert Windon, Sue Padula, Pete Douglas, Jason Lohmeyer, and President Karen Darch. Trustees Jim Daluga and Tim Roberts were absent. Also present were: Jeff Lawler, Village Manager; Peg Blanchard, Director of Economic & Community Development; David Dorn; Police Chief; and Jim Arie, Fire Chief.

In compliance with the provisions of Chapter 11, "Rules for Participation in Meetings Via Electronic Means" of Title 1, "Administration", of the Village of Barrington Village Code, no member participated in said meeting via electronic means.

**CONSIDERATION OF MODIFICATIONS TO AGENDA**

President Darch asked the Board if there were any additions, corrections or deletions to the Agenda that was presented at the dais. None were noted.

**CONSIDERATION RE: Motion to take a single roll call vote on the question of modifying or setting Agenda Items.**

**MOTION:** A motion was duly made by Trustee Windon and seconded by Trustee Padula to set the Agenda as revised.

**ROLL CALL:** Trustee Daluga, absent; Trustee Roberts, absent; Trustee Windon, aye; Trustee Padula, aye; Trustee Douglas, aye; Trustee Lohmeyer, aye; and President Darch, aye. President Darch declared the motion passed.

**PROCLAMATION**

- a. National Safety Month – June 2015.

President Darch noted that all proclamations are included on the Village website.

**PERSONS TO BE HEARD FROM THE FLOOR – CITIZEN'S REGISTRATION/COMMENTS**

None

**READING OF MINUTES - CHANGES, CORRECTIONS, APPROVAL:**

**MOTION:** A motion was duly made by Trustee Douglas and seconded by Trustee Lohmeyer to approve the minutes of the May 11, 2015 Regular Meeting of the Corporate Authorities, as presented.

**ROLL CALL:** Trustee Daluga, absent; Trustee Roberts, absent; Trustee Windon, aye; Trustee Padula, aye; Trustee Douglas, aye; and Trustee Lohmeyer, aye. President Darch declared the motion passed.

**REPORTS OF VILLAGE OFFICIALS**

**1. VILLAGE PRESIDENT'S REPORT**

President Darch wished to acknowledge and congratulate the Barrington High School girls track team for taking 2<sup>nd</sup> place in state this week and for the girls soccer team for taking 3<sup>rd</sup> place in state. She also provided an update regarding the state legislature and the session that is currently taking place. In addition, President Darch wished to thank Eleanor Sweet McDonnell and everyone who was part of the Barrington Relay for Life that recently took place. Lastly, she commented on the parking situation at the new Hough/Main development.

**2. VILLAGE STAFF REPORTS**

Peg Blanchard, Director of Economic & Community Development, provided an update regarding some upcoming events that will be taking place this season within the Village. They included: the Barrington 4<sup>th</sup> of July festivities and the continuation of the celebration of the 150<sup>th</sup> anniversary of our Village. She also wished to thank all of the volunteers for their hard work in making the celebration possible.

**4. CONSENT AGENDA – Consideration of an “Omnibus Vote (\*).”**

Illinois Municipalities may adopt by a single roll call vote of the Village Board and Village President a group of assorted ordinances, resolutions, motions and orders by an Omnibus Vote. The Omnibus Vote shall be taken following the unanimous consent by the President and Board as to the items to be included in such vote. Any Trustee or the President may request that any item proposed to be included in an "Omnibus Vote" not be included in that vote.

**i. CONSIDERATION RE: Motion to take a single roll call vote on the question of passage of Agenda Items designated by an asterisk (\*) for voting purposes on the Consent Agenda. The motion requires unanimous consent of the President and Board of Trustees.**

President Darch identified those items to be included on the Consent Agenda.

**ii. CONSIDERATION RE: Motion to approve by an omnibus vote those Ordinances, Resolutions, Motions and Orders contained on the Consent Agenda and designated by an asterisk (\*) by an omnibus vote.**

President Darch listed the following items to be included on the Consent Agenda.

- \*a. MOTION TO HIRE** One Full-Time HR Risk Management Coordinator
- \*b. MOTION TO RECEIVE AND PLACE ON FILE** 2014 Comprehensive Annual Financial Report (CAFR)
- \*c. MOTION TO RECEIVE AND PLACE ON FILE** a Recommendation from the Plan Commission Re: 400 W. Northwest Highway
- \*d. RESOLUTION #15-4472:** Approving and Authorizing a Contract to Sewer System Evaluations, Inc. for the Smoke Testing of Sanitary Sewers in Sub-Area #3
- \*e. RESOLUTION #15-4473:** Approving and Authorizing the Execution of an Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”) for Routine Maintenance of State Routes within the Village of Barrington
- \*f. RESOLUTION #15-4474:** Authorizing Use of Portions of Village Rights-of-Way and Certain Village Property and a Waiver of Various Fees and Expenses for Barrington 4th of July Festival and Fireworks to be Held from July 2, 2015 to July 4, 2015
- \*g. RESOLUTION #15-4475:** Authorizing Use of Portions of Village Rights-of-Way and Certain Village Property and a Waiver of Various Fees and Expenses for Fourth of July Festivities to be held July 4, July 5, July 10, and July 11, 2015
- \*h. RESOLUTION #15-4476:** ARC 15-06: 148 S. Northwest Highway – Exterior Modifications (Certificate of Approval)
- \*i. ORDINANCE #15-3836:** Amending the Village of Barrington Village Code (Re: New Chapter 12, “Street Addresses”, of Title 10, “Building Regulations”, of the Barrington Village Code
- \*j. ORDINANCE #15-3837:** Amending the Village of Barrington Village Code (RE: Renaming of Certain Operational Departments - Amendments to: Title 1, Chapters 3, 4, 6, 7, and 10; Title 2, Chapter 2; Title 3, Chapters 1, 4, 5 and 6; Title 4, Chapter 4; Title 6, Chapter 4; Title 7, Chapters 2 and 6; Title 9, Chapters 2, 3, 4, 7, and 9; and Title 10, Chapters 1, 2, 3, 5, 9 and 11)

- \*k. **ORDINANCE #15-3838:** Amending the Barrington Village Code (Re: Title 1, “Administration”: Section 1-14-2, “Enumerated”, of Chapter 14, “Fees, Charges, Deposits, and Other Amounts Payable to the Village”; and Title 3, “Business and License Regulations”: Chapter 3, “Liquor Control”: Section 3-3-1, “Definitions”, Section 3-3-3, “Persons Ineligible for License”, Section 3-3-4, “Application for License; Applications Fees”, Section 3-3-7, “Classification of Licenses; Fees”, and Section 3-3-8, “Number of Licenses”) (Liquor Ordinance)
- \*l. **ORDINANCE #15-3839:** Amending Title 3 of the Barrington Village Code (Re: Title 3, “Business and License Regulations”: Chapter 5, “Massage Establishments”, Section 3-5-12, “Employment of Massage Therapist Required”, and Section 3-5-15, “Exemptions from Provisions”) (Massage Ordinance)

**MOTION:** A motion was duly made by Trustee Padula and seconded by Trustee Douglas to approve taking a single roll call vote to adopt and create a Consent Agenda, consisting of Items 4ii\*a, 4ii\*b, 4ii\*c, 4ii\*d, 4ii\*e, 4ii\*f, 4ii\*g, 4ii\*h, 4ii\*i, 4ii\*j, 4ii\*k, and 4ii\*l as presented.

**ROLL CALL:** Trustee Daluga, absent; Trustee Roberts, absent; Trustee Windon, aye; Trustee Padula, aye; Trustee Douglas, aye; Trustee Lohmeyer, aye; and President Darch, aye. President Darch declared the motion passed. President Darch declared the motion to take a single roll call vote to adopt and create the Consent Agenda passed unanimously.

- ii. **CONSIDERATION RE: Motion to approve by an omnibus vote those Ordinances, Resolutions, Motions and Orders contained on the Consent Agenda and designated by an asterisk (\*) by an omnibus vote.**

Pursuant to 65 ILCS 5/3.1-40-40, a single roll call vote of the Village Board of Trustees and the President on a group of ordinances, resolutions, orders, and/or motions.

**MOTION:** A motion was duly made by Trustee Windon and seconded by Trustee Lohmeyer to approve the Consent Agenda, consisting of Items 4ii\*a, 4ii\*b, 4ii\*c, 4ii\*d, 4ii\*e, 4ii\*f, 4ii\*g, 4ii\*h, 4ii\*i, 4ii\*j, 4ii\*k, and 4ii\*l as presented.

**ROLL CALL:** Trustee Daluga, absent; Trustee Roberts, absent; Trustee Windon, aye; Trustee Padula, aye; Trustee Douglas, aye; Trustee Lohmeyer, aye; and President Darch, aye. President Darch declared the motion passed. President Darch declared the motion to approve the Consent Agenda, passed unanimously.

**5. NEW BUSINESS**

- a. **MOTION TO APPOINT** of Susan Smith to the Cultural Commission for a Term Ending December 2019

**MOTION:** A motion was duly made by Trustee Padula and seconded by Trustee Windon to approve the motion listed as Agenda Item 5a, as presented.

**ROLL CALL:** Trustee Daluga, absent; Trustee Roberts, absent; Trustee Windon, aye; Trustee Padula, aye; Trustee Douglas, aye; Trustee Lohmeyer, aye; and President Darch, aye. President Darch declared the motion passed.

- b. **MOTION TO AUTHORIZE** the Village Manager to either fill the vacancy in the position of Accountant which presently exists in the Department of Financial Services or to hire a full-time Accounting Assistant in the Department of Financial Services and to also hire a part-time Accountant in the Department of Financial Services.

**MOTION:** A motion was duly made by Trustee Windon and seconded by Trustee Padula to approve the motion listed as Agenda Item 5b, as presented.

**ROLL CALL:** Trustee Daluga, absent; Trustee Roberts, absent; Trustee Windon, aye; Trustee Padula, aye; Trustee Douglas, aye; Trustee Lohmeyer, aye; and President Darch, aye. President Darch declared the motion passed.

- c. **ORDINANCE #15-3840:** Authorizing Extension of Aggregation Program for Electrical Load and to Authorize a Request for Proposals (“RFP”) Seeking a New Alternative Residential Electric Supplier

**MOTION:** A motion was duly made by Trustee Padula and seconded by Trustee Douglas to approve the ordinance listed as Agenda Item 5c, as presented.

**ROLL CALL:** Trustee Daluga, absent; Trustee Roberts, absent; Trustee Windon, aye; Trustee Padula, aye; Trustee Douglas, aye; Trustee Lohmeyer, aye; and President Darch, aye. President Darch declared the motion passed.

**PAYMENT OF BILLS: CONSIDERATION RE: MOTION TO APPROVE**

**6. WARRANTS LIST- 6/8/2015 - \$ 1,567,916.15 (Expenditures and Payroll – All Funds)**

**MOTION:** A motion was duly made by Trustee Lohmeyer and seconded by Trustee Padula to approve the payment of the bills included in the Warrants List for the period ending 6/8/2015 in the amount of **\$1,567,916.15**.

**ROLL CALL:** Trustee Daluga, absent; Trustee Roberts, absent; Trustee Windon, aye; Trustee Padula, aye; Trustee Douglas, aye; and Trustee Lohmeyer, aye. President Darch declared the motion passed.

**COMMENTS – “ROUND THE TABLE”**

Trustee Daluga was absent.

Trustee Roberts was absent.

Trustee Windon said “Go Hawks!”

Trustee Padula had no comment.

Trustee Douglas had no comment.

Trustee Lohmeyer had no comment.

President Darch noted that there was no need for a closed session and that the next regularly scheduled Regular Village Board Meeting will be held Monday, June 22, 2015 at 8:00 P.M. in the Village Board room.

**ADJOURNMENT**

**MOTION:** A motion was duly made by Trustee Windon and seconded by Trustee Douglas to adjourn the Regular Meeting of the President and Board of Trustees on Monday, June 8, 2015.

A voice vote was then called following which President Darch declared the motion to adjourn had been unanimously adopted and the meeting was adjourned. The time was 8:15 p.m.

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Adam Frazier, Village Clerk



# BARRINGTON

## Agenda Report

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**To:** Village President and Board of Trustees

**From:** Jennifer Tennant, Assistant Director of Development Services  
Natalie Ossowski, Planning and Zoning Coordinator

**Subject:** MOTION TO RECEIVE AND PLACE ON FILE THE RECOMMENDATION OF THE ZONING BOARD OF APPEALS TO ALLOW A VARIATION FOR FRONT/SIDE/REAR YARD SETBACK FOR A DETACHED GARAGE AT 800 S. COOK STREET: ZBA 15-04

**Date:** June 22, 2015

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### **BACKGROUND/HISTORY**

The Petitioner, David Holtermann, is seeking a Variation for the location of an accessory structure and a decrease in the required front yard setback, interior side yard setback, and rear yard setback for the purpose of building a detached garage. The property is zoned R-5 Single-Family Residential. The property currently contains non-conforming primary and accessory structures. The Petitioner is proposing to demolish an existing detached garage that is in poor condition and construct a new detached garage in a similar location.

After due notice, the Zoning Board of Appeals held a public hearing on June 2, 2015 to review the Variation request for 800 S. Cook Street. The Zoning Board of Appeals discussed the petition relative to the Variation Standards. The Zoning Board of Appeals recommended approval of the requested Variation for the location of an accessory structure and a decrease in the front yard setback, interior side yard setback, and rear yard setback.

### **ATTACHMENTS**

1. Referral Letter from Patti Pokorski, Chairperson of the Zoning Board of Appeals
2. Ordinance & Exhibits
3. Staff Report for ZBA 15-04
4. Draft Meeting Minutes, June 2, 2015
5. Petition & Background Materials

### **RECOMMENDATION**

The Zoning Board of Appeals recommends approval of the requested Variation with the condition that the approved variations shall only apply to the current request. Further expansion of the second story into the front, interior side, or rear yard setbacks shall not be permitted. Staff recommends approval of the requested Variation with the recommended condition.



# BARRINGTON

June 3, 2015

Karen Darch, Village President  
 Village Board of Trustees  
 200 South Hough Street  
 Barrington, Illinois 60010

**Re: ZBA 15-04: Variation – Front/Interior Side/Rear Yard Setbacks**

Dear President Darch and Board of Trustees:

After due notice the Zoning Board of Appeals held a public hearing on June 2, 2015, to review a petition for a Variation at 800 S. Cook Street. The petitioner seeks approval for the placement of a detached garage and to decrease the required front yard setback, interior side yard setback, and rear yard setback for said garage.

**Public Hearing:**

The Petitioner, Katja Stonebreaker (Wife of David Holtermann), presented the request to the Zoning Board of Appeals. Ms. Ossowski, Planning and Zoning Coordinator, presented the staff report. Peter Stearney, a neighbor, spoke in support of the project. The Commission discussed the Petition relative to the Variation Standards. The Commission recommended approval of ZBA 15-04 to the Board of Trustees as follows:

- **Granting an exception of 7.4 feet from the required thirty (30) foot front yard setback to allow a setback of 22.6 feet.**
- **Granting an exception of 9.78 feet from the required 22.08 foot interior side yard setback to allow a setback of 12.3 feet.**
- **Granting an exception of 16.2 feet from the required thirty (30) foot rear yard setback to allow a setback of 13.8 feet.**

The Zoning Board of Appeals recommended approval of ZBA 15-04 subject to the following condition:

1. **The approved variations shall only apply to the current request. Further expansion of the garage into the front, side, and rear yard setbacks shall not be permitted.**

**Motion:**

Commissioner Fitzpatrick moved and Commissioner Perille seconded the motion to approve the Variation for the placement of a detached garage at 800 S. Cook Street.

The motion carried, 5 -0.

Respectfully submitted,

Patricia Pokorski, Chairperson  
 Zoning Board of Appeals

VILLAGE HALL  
 200 S. HOUGH ST.  
 BARRINGTON, IL 60010  
 (847) 304-3400

PRESIDENT & BOARD  
 MANAGER'S OFFICE  
 TEL (847) 304-3444  
 FAX (847) 304-3490

COMMUNITY AND  
 FINANCIAL SERVICES  
 TEL (847) 304-3400  
 FAX (847) 381-7506

DEVELOPMENT SERVICES  
 TEL (847) 304-3460  
 FAX (847) 381-1056

PUBLIC WORKS  
 300 N. RAYMOND AVE.  
 BARRINGTON, IL 60010  
 TEL (847) 381-7903  
 FAX (847) 382-3030

PUBLIC SAFETY  
 400 N. NORTHWEST HWY.  
 BARRINGTON, IL 60010

POLICE  
 TEL (847) 304-3300  
 FAX (847) 381-2165

FIRE  
 TEL (847) 304-3600  
 FAX (847) 381-1889

06/04/15  
06/05/15  
06/08/15

VILLAGE OF BARRINGTON

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ORDINANCE NO. 2015-\_\_\_\_\_

ZONING ORDINANCE VARIATION

(RE: ZBA 15-04: Property of David Holtermann  
at 800 S. Cook Street

Request for Approval of Variations from the Provisions of the Zoning Ordinance Relative  
to the Required Front Yard, Side Yard, and Rear Yard Setbacks  
and Relative to the Location of Accessory Structures)

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ADOPTED BY

THE CORPORATE AUTHORITIES

OF THE VILLAGE OF BARRINGTON

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

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Published in pamphlet form by authority of the Corporate Authorities of the Village of Barrington,  
Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2015

ZONING ORDINANCE VARIATION

(RE: ZBA 15-04: Property of David Holtermann  
at 800 S. Cook Street

Request for Approval of Variations from the Provisions of the Zoning Ordinance Relative  
to the Required Front Yard, Side Yard, and Rear Yard Setbacks  
and Relative to the Location of Accessory Structures)

WHEREAS, David Holtermann (hereinafter referred to as the “Owner” or the “Petitioner”) is the owner of the property commonly known as 800 S. Cook Street, Barrington, Illinois (hereinafter sometimes referred to as the “Property”), and has petitioned the Village for approval of variations from certain provisions of the Village of Barrington Zoning Ordinance (the “Zoning Ordinance”), and specifically, Chapter 4, Part I, “General Regulations”, Section 4.4(a), “Setbacks for Accessory Buildings”, which requires that an accessory structure be constructed at a location which complies with the required setbacks for that Property, and Chapter 6, Section 6.6, Subsections E(1), E(3) and E(4) respectively related to the minimum required front yard setback, the minimum required interior side yard setback, and the minimum required rear yard setback, to permit the demolition of the existing deteriorating garage on the Property and the construction and maintenance of a new detached garage at generally the same location as the existing garage on the Property, which new detached garage will encroach into the minimum front yard, interior side yard, and rear yard setbacks otherwise required by the Zoning Ordinance; and

WHEREAS, the Property is located in the R-5 Residential Zoning District, is approximately 10,117 square feet, and is improved with an existing residential structure and an existing detached garage, which, due to their orientation on the Property are already nonconforming as to their setbacks; and

WHEREAS, the Owner has requested approval of variations from Chapter 4, Part I, “General Regulations”, Section 4.4(a), “Setbacks for Accessory Buildings”, and Chapter 6, Section 6.6, of the Zoning Ordinance in order to permit the construction of the proposed detached garage on the Property at a location which encroaches into the minimum required setbacks, to wit: (a) a variation from Chapter 4, Part I, “General Regulations”, Section 4.4(a), “Setbacks for Accessory Buildings”, to permit the construction of a detached garage on the Property at a location which does not comply with the required front yard, interior side yard, and rear yard setbacks for the Property (b) a variation of 7.4 feet from the minimum required thirty foot (30’) front yard setback otherwise required by Section 6.6(E) of the Zoning Ordinance to permit the proposed detached garage to have a front yard setback of only 22.6 feet; (c) a variation of 9.78 feet from the minimum required 22.08 foot interior side yard setback otherwise required by Section 6.6(E) of the Zoning Ordinance to permit the proposed detached garage to have an interior side yard setback of 12.3 feet; and (d) a variation of 16.2 feet from the minimum required thirty foot (30’) rear yard setback otherwise required by Section 6.6 of the Zoning Ordinance to permit the proposed detached garage to have a rear yard setback of 13.8 feet; and

WHEREAS, the matter was referred to the Zoning Board of Appeals (“ZBA”) of the Village of Barrington (the “Village”); and

WHEREAS, after due publication and notice as provided by law, the ZBA held a public hearing on June 2, 2015, and submitted its report and recommendation to the Corporate Authorities of the Village recommending approval of the requested variations, which recommendation sets forth the necessary and approximate findings of fact in support of such report and recommendation; and

WHEREAS, there are practical difficulties and particular and undue hardships resulting from the strict application of the aforesaid provisions of the Zoning Ordinance to the Property; and

WHEREAS, the Corporate Authorities of the Village, after reviewing the record of the proceedings and the report of the ZBA, have considered the request for the aforesaid variation and have determined that this is an appropriate circumstance in which to grant the requested variations:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, that:

SECTION 1: The Corporate Authorities of the Village of Barrington hereby find that the statements in the preamble to this Ordinance are true and correct and are incorporated herein as its findings of fact the same as if each had been set forth in its entirety in the text of this Ordinance.

SECTION 2: The Corporate Authorities of this Village also hereby make the following additional findings of fact:

- A. The Property is legally described on Exhibit A, which is attached hereto and thereby made a part hereof.
- B. The Property may have originally been intended to front on Cook Street, but over time, has developed with a front façade on Wisconsin Avenue creating a unique lot containing nonconforming primary and accessory structures.
- C. The existing detached garage is in poor condition, is proposed to be demolished by the Petitioner, and was previously built at a location having setbacks that do not comply with the current zoning ordinance, to wit: the garage is located approximately 19.49 feet from the front property line, approximately 15.56 feet from the side property line, and approximately fourteen feet (14’) from the rear property line. The Petitioner proposes to construct a new detached garage which would be located at generally the same location on the Property as the existing detached garage.
- D. Practical Difficulty:  
“No variation shall be granted unless the applicant shall establish that carrying out the strict letter of the provisions of this Ordinance would create a particular hardship or a practical difficulty.”

If the Owner is required to adhere to the strict letter of the provisions of the Zoning Ordinance, a particular hardship or a practical difficulty is created for the following reasons:

The Petitioner is requesting a variation to permit the construction of an accessory structure, i.e., a detached garage, on the Property at a location which does not comply with the minimum setbacks otherwise required by the Zoning Ordinance for the Property. The Property is a unique lot that contains two (2) nonconforming structures, i.e., the existing residential structure and the existing detached garage structure. The nonconformity of the existing structures is due to their orientation on the lot. The front façade of the residential structure faces Wisconsin Avenue and, as a result, the lot line along Wisconsin Avenue is considered to be the front lot line. The depth of the lot is approximately fifty-seven feet (57') and both the residential structure and the existing detached garage are located in close proximity to the rear property line. The Property has virtually no rear yard and, therefore, has no location to place a new, compliant accessory structure. It is the general intent of the Zoning Ordinance that accessory structures such as detached garages are intended to be located in the rear yard. If an accessory structure is not located in a rear yard, the accessory structure should, as a general rule, be built within the building envelope as determined by the required yard setbacks. The building envelope in the R-5 Residential District has a thirty foot (30') front yard setback, a thirty foot (30') rear yard setback, a fifteen foot (15') corner side yard setback, and an interior side yard setback of 12.5% of the lot width. As depicted on Group Exhibit B, the Property does not have an area on the lot where a compliant structure can be built within the building envelope. The Petitioner is requesting approval of a reduction in the minimum required front yard setback, the minimum required interior side yard setback, and the minimum required rear yard setback for the purpose of building a new detached garage at generally the same location as the existing detached garage in order to replace the existing detached garage which is in poor condition and which was built at a location so as to have nonconforming setbacks of approximately 19.49 feet from the front property line, 15.56 feet from the side property line, and fourteen feet (14') from the rear property line.

The Petitioner has shown a practical difficulty and particular hardship with regard to this request in that the location of the existing structures on the Property creates a practical difficulty which would prohibit the owner from replacing the existing detached garage unless variations from certain provisions of the Zoning Ordinance are granted and, therefore, this standard has been met.

E. Unique Physical Condition:

“The subject property is exceptional as compared to other properties subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming, irregular or substandard shape or size, exceptional topographical features, or other extraordinary physical conditions peculiar to, and inherent in, the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the property rather than the personal situation of the current owner of the property.”

The Property is a corner lot with a lot size of approximately 10,117 square feet. Although the Property has an address of 800 S. Cook Street, the primary and accessory structures face Wisconsin Avenue. The front façade of the primary structure creates a unique condition which causes the primary and accessory structures to be considered nonconforming as to the minimum front, rear, and interior side yard setbacks otherwise required for the Property. The current detached garage is set back approximately 19.49 feet from the front property line (a 30-foot front yard setback is otherwise required by the Zoning Ordinance), 15.56 feet from the side property line (a 22.08 foot side yard setback is otherwise required by the Zoning Ordinance), and approximately fourteen feet (14') from the rear property line (a 30-foot rear yard setback is otherwise required by the Zoning Ordinance). Due to the aforesaid setback constraints, and as a result of the orientation of the existing residential structure and detached garage on the Property, there is no location on the Property available to construct a detached garage at a location which would be in compliance with the setbacks otherwise required by the Zoning Ordinance. The Petitioner is requesting the minimum variations necessary in order to demolish the existing deteriorating detached garage and construct a new detached garage, which structure would be approximately 520 square feet in area and is proposed to be constructed in approximately the same location on the Property as the existing detached garage. Therefore, this standard has been met.

F. Not Self-Created:

“The aforesaid unique physical condition is not the result of any action or inaction of the owner and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Ordinance.”

The Petitioner is not responsible for the location of the existing residential structure and attached garage on the Property, nor were the unique physical constraints of the Property created by the Petitioner, who is the present owner of the Property. Therefore, this standard has been met.

G. Denied Substantial Rights:

“The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other properties subject to the same provision.”

If the Petitioner’s request for variations from the Zoning Ordinance were denied, the Petitioner would be denied the opportunity to replace a detached garage that is currently in poor condition, thereby potentially creating the hardship for the Petitioner of having no garage at all on the Property. Therefore, this standard has been met.

H. Not Merely Special Privilege:

“The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject property.”

The granting of this request would not constitute any special privilege(s). The Petitioner is requesting approval of the minimum variations from the Zoning Ordinance necessary in order to fill a need to replace the detached garage currently on the Property which is in poor condition with a new detached garage of a similar size and at approximately the same location as the existing detached garage. The orientation of the existing residential and accessory structures on the Property creates a unique physical condition and, therefore, the Petitioner's request is appropriate and the requested variations will not constitute a special privilege. Therefore, this standard has been met.

I. Ordinance and Plan Purposes:

"The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which this Ordinance, and the provision from which a variation is sought, was enacted or the general purpose and intent of the Comprehensive Plan."

The Petitioner's request is in harmony with the general and specific purposes of the Zoning Ordinance and Comprehensive Plan. The intent of the setback requirements of the Zoning Ordinance is to prevent new structures from being built at locations which could encroach upon the use and enjoyment of surrounding properties. The existing residential and accessory structures on the Property were previously built at locations which do not conform to current setback requirements. The setbacks of the proposed garage will be similar to the existing garage and will be in harmony with the setbacks of neighboring structures on Wisconsin Avenue. Therefore, this standard has been met.

J. No Other Remedy:

"There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property."

The Petitioner is seeking to replace the existing detached garage on the Property which is in poor condition. The Petitioner has explored all possible options for replacing the existing deteriorating garage, and due to the physical constraints of the Property and the location of the existing structures, there appears to be no other reasonable alternatives other than the Petitioner's proposal.

One option would be to repair the existing detached garage, however, the Petitioner has indicated that, due to the extent of deterioration of the existing garage, its condition could not be adequately remedied by repairs. The existing garage has flooding and structural issues which are best solved by demolishing the existing detached garage and constructing a new detached garage on the Property.

A second option would be to demolish the existing detached garage and construct an attached garage addition to the existing residence. Such a remedy would create additional construction expenses for the Petitioner, as the interior layout of the existing residence would need to change and the patio and outdoor recreation space located on the West portion of the Property would need to be removed in order to accommodate such an addition. Therefore, this alternative is neither a reasonable nor a cost-effective alternative for the Petitioner.

Based upon the foregoing, there is no alternative proposal that would be in compliance with current Zoning Ordinance, and the Petitioner's proposal to construct a new detached garage of a similar size and at approximately the same location as the existing garage appears to be the most reasonable and cost-effective remedy. Therefore, this standard has been met.

K. Minimum Required:

"The requested variation is a minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of the provisions of the Zoning Ordinance."

The Petitioner is requesting approval to demolish the detached garage which is currently on the Property but is in poor condition and construct a new, standard sized detached garage at generally the same location on the Property as the existing garage, which location is non-compliant as to the minimum setbacks required by the Zoning Ordinance as otherwise applicable to the Property. The new detached garage will be approximately 520 square feet in area and will be set back behind the front face of the primary structure. The proposed garage will be located 22.6 feet from the front property line, 12.3 feet from the interior side property line, and 13.8 feet from the rear property line.

The Petitioner is requesting a reduction in the minimum front yard setback from thirty (30) feet to 22.6 feet, a reduction in the minimum required interior side yard setback from approximately 22.08 feet to 12.3 feet, and a reduction in the minimum rear yard setback from thirty (30) feet to 13.8 feet.

The Petitioner's proposal meets all other applicable requirements of the Zoning Ordinance, including the maximum lot coverage, the maximum impervious surface, the maximum FAR, maximum height for an accessory structure, and the daylight plane requirements. The Petitioner is requesting the minimum amount of relief necessary. The Zoning Board of Appeals has recommended that the variations be subject to the express condition the approved variations shall only apply to the current request by the Petitioner, and further expansion of the proposed detached garage into the front, side, and rear yard setbacks shall not be permitted without an amendment to this Ordinance.

Therefore, this standard has been or will be met.

SECTION 3: Variations from the provisions of Chapter 4, Part I, "General Regulations", Section 4.4(a), "Setbacks for Accessory Buildings", and Chapter 6, Section 6.6, Subsections E(1), E(3) and E(4) of the Village of Barrington Zoning Ordinance (the "Zoning Ordinance"), relative to the prohibition of construction of an accessory structure at a location which is non-compliant as to the minimum setbacks required by the Zoning Ordinance as otherwise applicable to the Property, the minimum required front yard setback, the minimum required interior side yard setback, and the minimum required rear yard setback, are hereby granted to the Petitioner for the Property, subject to the conditions hereinafter set forth, to permit the demolition of the existing detached garage on the Property pursuant to the required demolition permit to be issued to the Petitioner by the Village and the construction and maintenance of a new detached garage, notwithstanding the fact that the proposed new detached garage would encroach into the minimum required front yard setback, the

minimum required interior side yard setback, and the minimum required rear yard setback otherwise required by the Zoning Ordinance and to grant the following specific variations as shown on Group Exhibit B, the Approved Plans, which are attached hereto and thereby made a part hereof:

- A. A variation from Chapter 4, Part I, “General Regulations”, Section 4.4(a), “Setbacks for Accessory Buildings”, to permit the construction of a detached garage on the Property at a location which is non-compliant as to the minimum setbacks required by the Zoning Ordinance as otherwise applicable to the Property;
- B. A variation of 7.4 feet from the minimum required thirty foot (30’) front yard setback otherwise required by Section 6.6(E) of the Zoning Ordinance to permit the proposed detached garage to have a front yard setback of 22.6 feet;
- C. A variation of 9.78 feet from the minimum required 22.08 foot interior side yard setback otherwise required by Section 6.6(E) of the Zoning Ordinance to permit the proposed detached garage to have an interior side yard setback of 12.3 feet; and
- D. A variation of 16.2 feet from the minimum required thirty foot (30’) rear yard setback otherwise required by Section 6.6 of the Zoning Ordinance to permit the proposed detached garage to have a rear yard setback of 13.8 feet.

SECTION 4: The following are conditions of the variations herein granted and the grant of these variations is expressly subject to the Petitioner’s timely and continued compliance with this Ordinance, the Barrington Village Code, the Zoning Ordinance, and the following conditions:

- A. The variations hereby approved shall only apply to the current request by the Petitioner relative to the proposed new detached garage as depicted on Group Exhibit B, and no further expansion of said new detached garage into the minimum required front yard, interior side yard, and rear yard setbacks and no second-story addition(s) or any other expansion of the new detached garage shall be permitted without an amendment to this Ordinance.
- B. Except as expressly granted herein, nothing contained in this Ordinance shall imply or be construed as approving or granting any other variation, waiver, or exception from any other provisions of the Zoning Ordinance, the Village Code, or from the provisions of any other ordinances of the Village.

SECTION 5: The variations approved in this Ordinance shall be established within one (1) year as provided in the Zoning Ordinance. Upon application, such one (1) year period may be extended by the Corporate Authorities of the Village if the facts and circumstances of the case warrant an extension after such one (1) year period has expired. The variations shall run with the land and shall be binding upon all owners from time to time of all or any portion of the Property.

SECTION 6: This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law and its acceptance and approval by the Owners as provided below.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015 BY ROLL CALL VOTE AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Karen Y. Darch, Village President

ATTESTED AND FILED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Adam Frazier, Village Clerk

Published in Pamphlet Form the \_\_\_\_ Day of \_\_\_\_\_, 2015.

ACCEPTANCE

The undersigned states that he is the Owner of the Property and the Petitioner, and that on behalf of himself, and his heirs, successors and assigns, hereby accepts and agrees to the provisions of the foregoing Ordinance this \_\_\_\_ day of \_\_\_\_\_, 2015.

OWNER OF RECORD AND PETITIONER:

---

David Holtermann

EXHIBIT A

(RE: ZBA 15-04: Property of David Holtermann  
at 800 S. Cook Street

Request for Approval of Variations from the Provisions of the Zoning Ordinance Relative  
to the Required Front Yard, Side Yard, and Rear Yard Setbacks  
and Relative to the Location of Accessory Structures)

LEGAL DESCRIPTION

P.I.N.: 01-01-305-011

LEGAL DESCRIPTION:

LOT 1 IN BLOCK 6 IN ARTHUR T. McINTOSH AND CO.'S HILLSIDE ADDITION TO BARRINGTON, A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1 (EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 18 RODS SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, RUNNING THENCE EAST 8 RODS; THENCE SOUTH 4 RODS; THENCE WEST 8 RODS; THENCE NORTH 4 RODS TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

GROUP EXHIBIT B

(RE: ZBA 15-04: Property of David Holtermann  
at 800 S. Cook Street

Request for Approval of Variations from the Provisions of the Zoning Ordinance Relative  
to the Required Front Yard, Side Yard, and Rear Yard Setbacks  
and Relative to the Location of Accessory Structures)

APPROVED PLANS

B-1 PLAT OF SURVEY  
B-2 PLANS

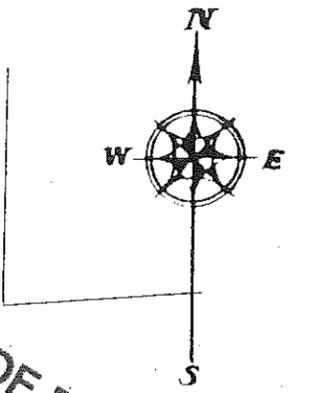


# PLAT OF SURVEY

ARCHITECTURAL · INDUSTRIAL · LOTS · FARMS · SUBDIVISIONS · MORTGAGE · CONDOMINIUMS

BY  
**E. DEMBROWSKI & ASSOCIATES, INC.**  
Registered Land Surveyors

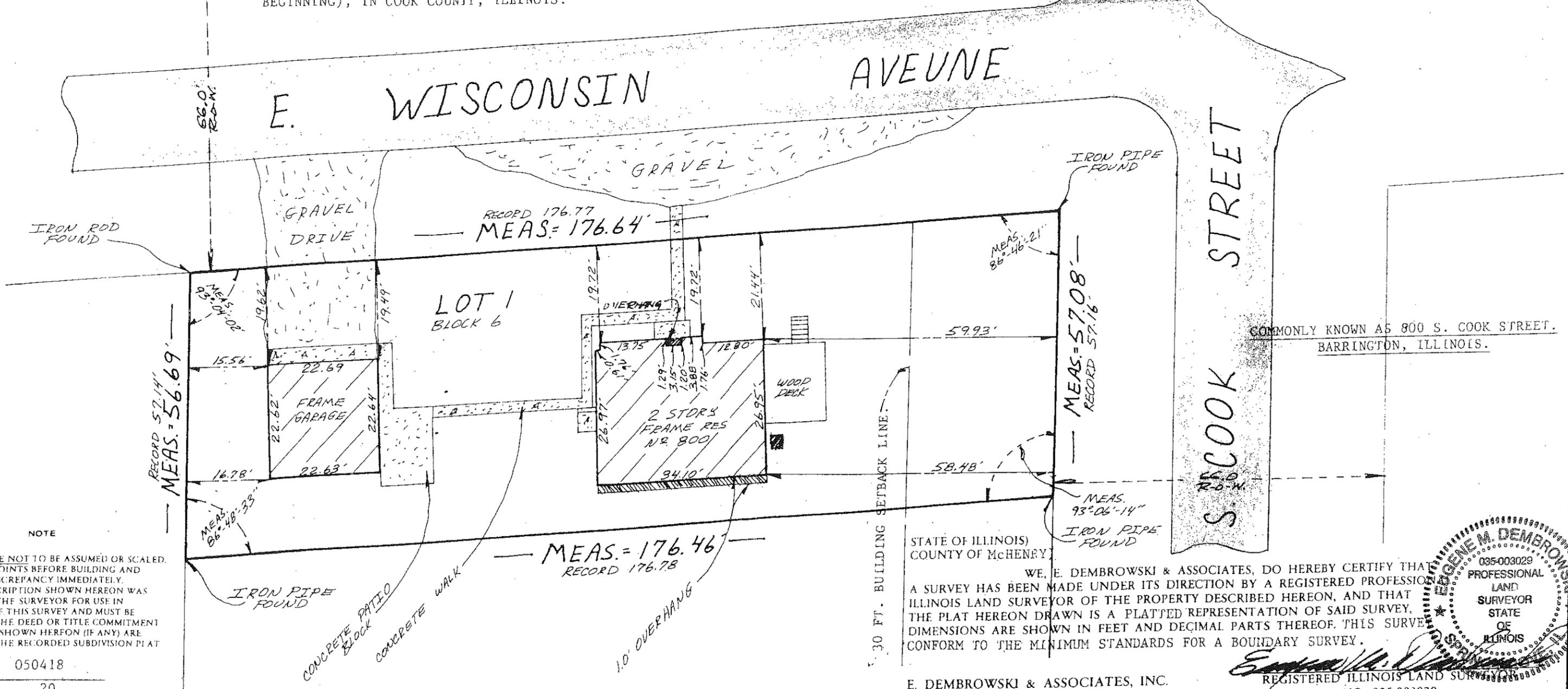
*B15-0285.  
4-27-20E.*



**THIS SET OF PLANS  
MUST BE ON THE JOB  
AT ALL TIMES.**

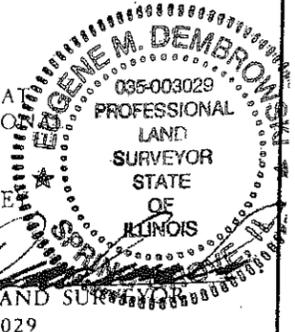
### LEGAL DESCRIPTION:

LOT 1 IN BLOCK 6 IN ARTHUR T. McINTOSH AND CO'S HILLSIDE ADDITION TO BARRINGTON, A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1 (EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 18. RODS SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, RUNNING THENCE EAST 8 RODS; THENCE SOUTH 4 RODS; THENCE WEST 8 RODS; THENCE NORTH 4 RODS TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.



NOTE  
DIMENSIONS ARE NOT TO BE ASSUMED OR SCALED.  
COMPARE ALL POINTS BEFORE BUILDING AND  
REPORT ANY DISCREPANCY IMMEDIATELY.  
IF LEGAL DESCRIPTION SHOWN HEREON WAS  
SUBMITTED TO THE SURVEYOR FOR USE IN  
COMPARISON OF THIS SURVEY AND MUST BE  
COMPARED TO THE DEED OR TITLE COMMITMENT  
DRAWING LINES SHOWN HEREON (IF ANY) ARE  
DRAWN AS PER THE RECORDED SUBDIVISION PLAT

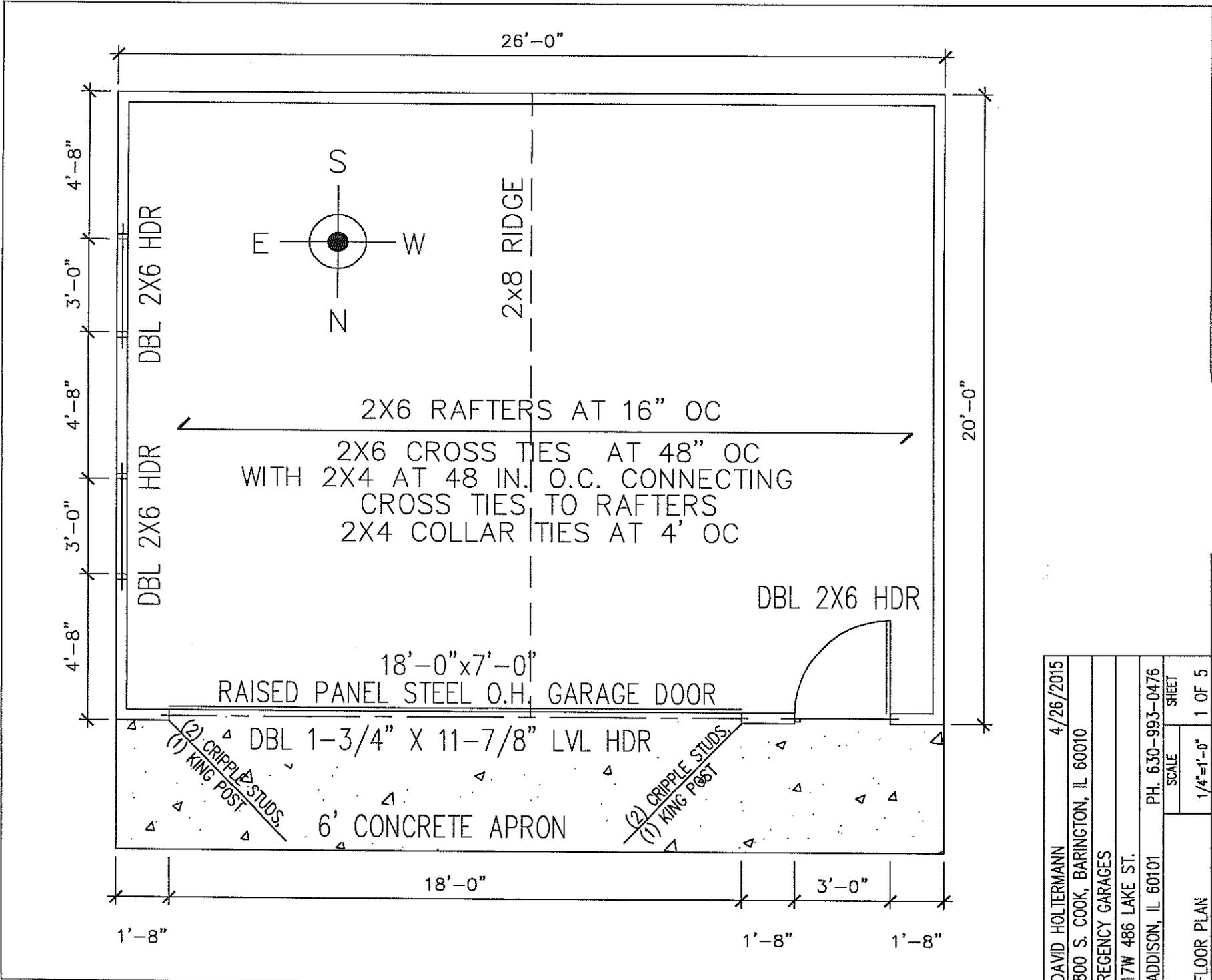
STATE OF ILLINOIS  
COUNTY OF McHENRY  
WE, E. DEMBROWSKI & ASSOCIATES, DO HEREBY CERTIFY THAT  
A SURVEY HAS BEEN MADE UNDER ITS DIRECTION BY A REGISTERED PROFESSIONAL  
ILLINOIS LAND SURVEYOR OF THE PROPERTY DESCRIBED HEREON, AND THAT  
THE PLAT HEREON DRAWN IS A PLATTED REPRESENTATION OF SAID SURVEY,  
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. THIS SURVEY  
CONFORMS TO THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



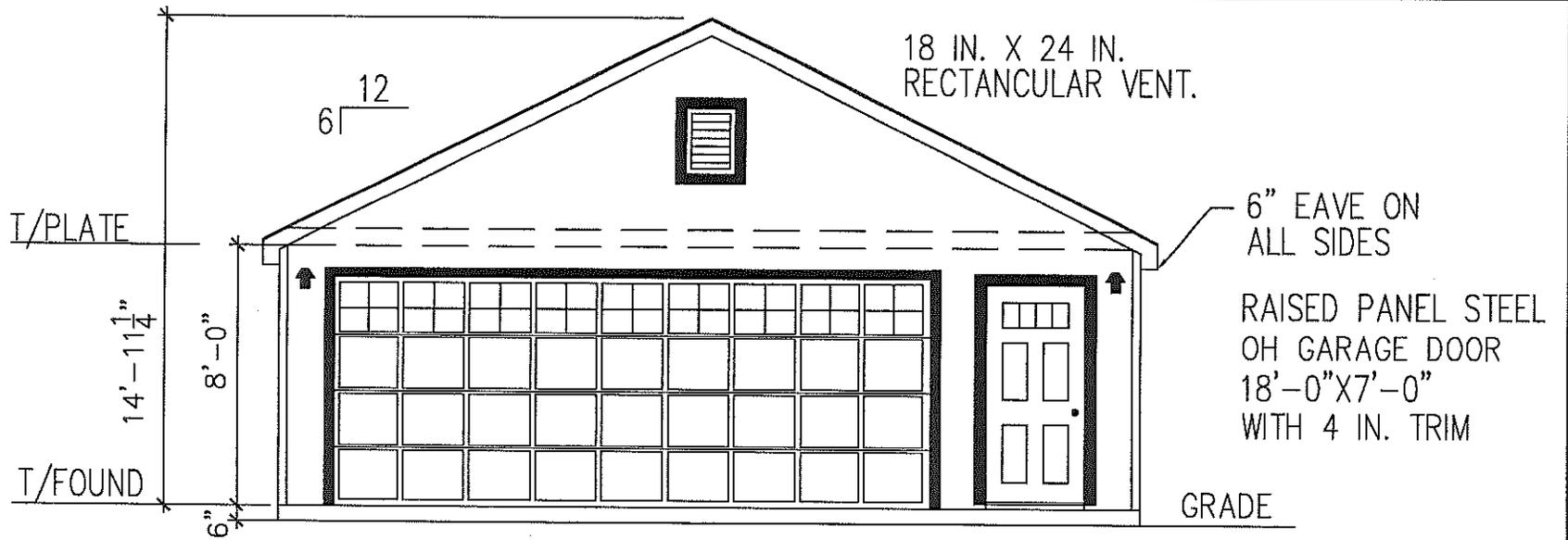
E. DEMBROWSKI & ASSOCIATES, INC.  
1101 PADDOCK ROAD.

REGISTERED ILLINOIS LAND SURVEYOR  
NO. 035-003029  
EUGENE M. DEMBROWSKI

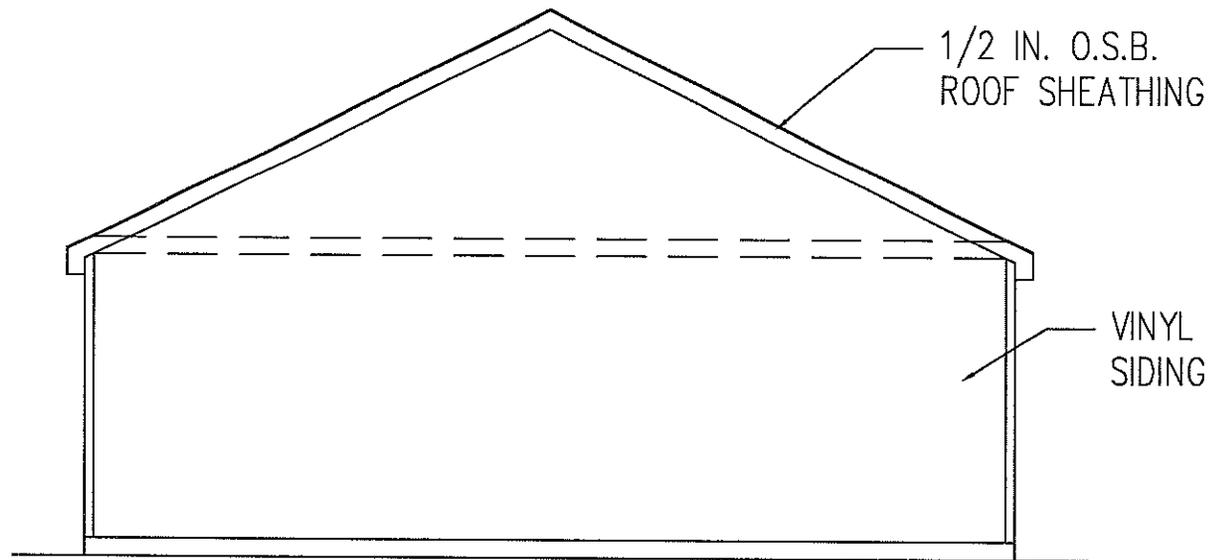
Plat No. 050418  
Scale: 1 inch = 20 feet



DAVID HOLTERMANN	4/26/2015
800 S. COOK, BARRINGTON, IL 60010	
REGENCY GARAGES	
17W 486 LAKE ST.	
ADDISON, IL 60101	PH. 630-993-0476
SCALE	SHEET
1/4"=1'-0"	1 OF 5
FLOOR PLAN	

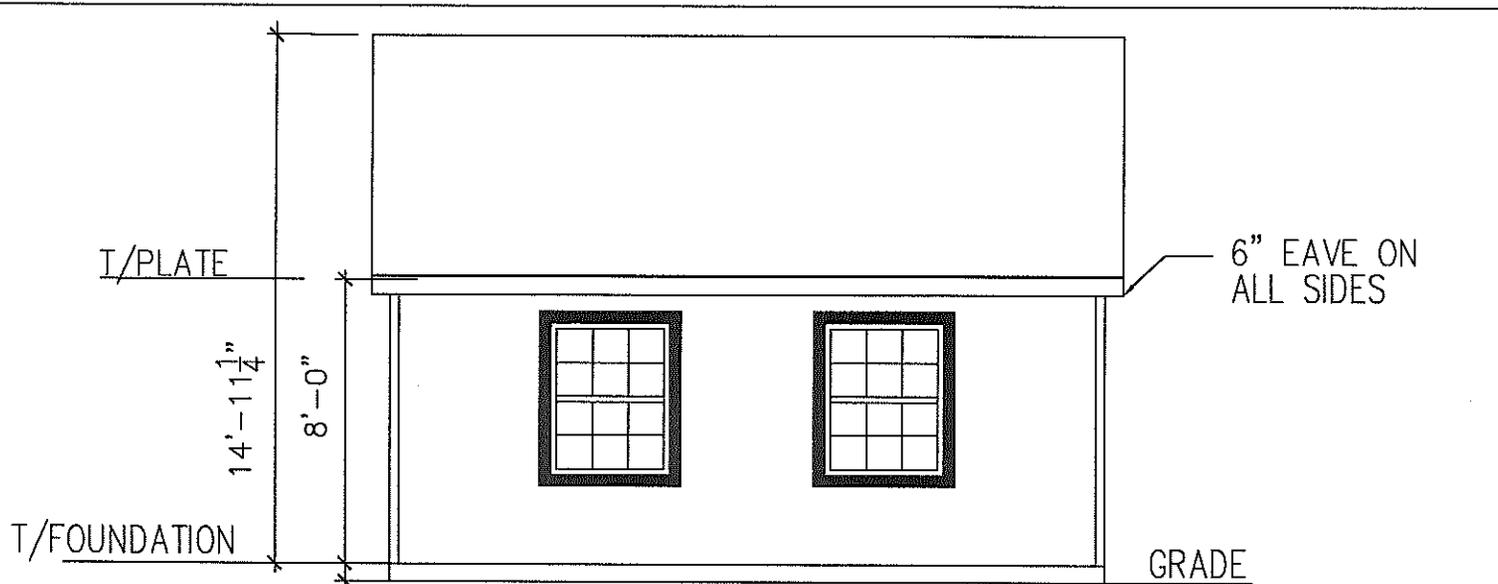


NORTH SIDE



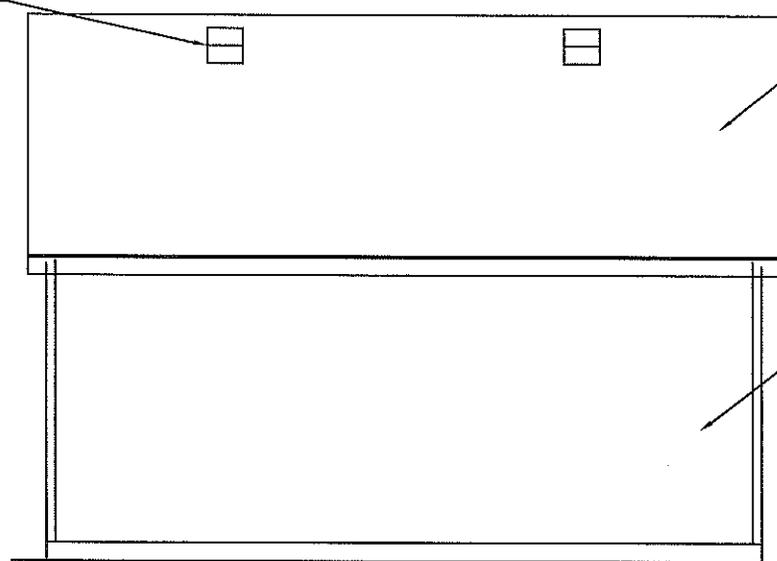
SOUTH SIDE

DAVID HOLTERMANN		4/26/2015
800 S. COOK, BARRINGTON, IL 60010		
REGENCY GARAGES		
17W 486 LAKE ST.		
ADDISON, IL 60101		PH. 630-993-0476
EXTERIOR ELEVATIONS	SCALE	SHEET
	3/16"=1'-0"	2 OF 5



EAST SIDE

12 IN. X 12 IN.  
ROOF VENTS



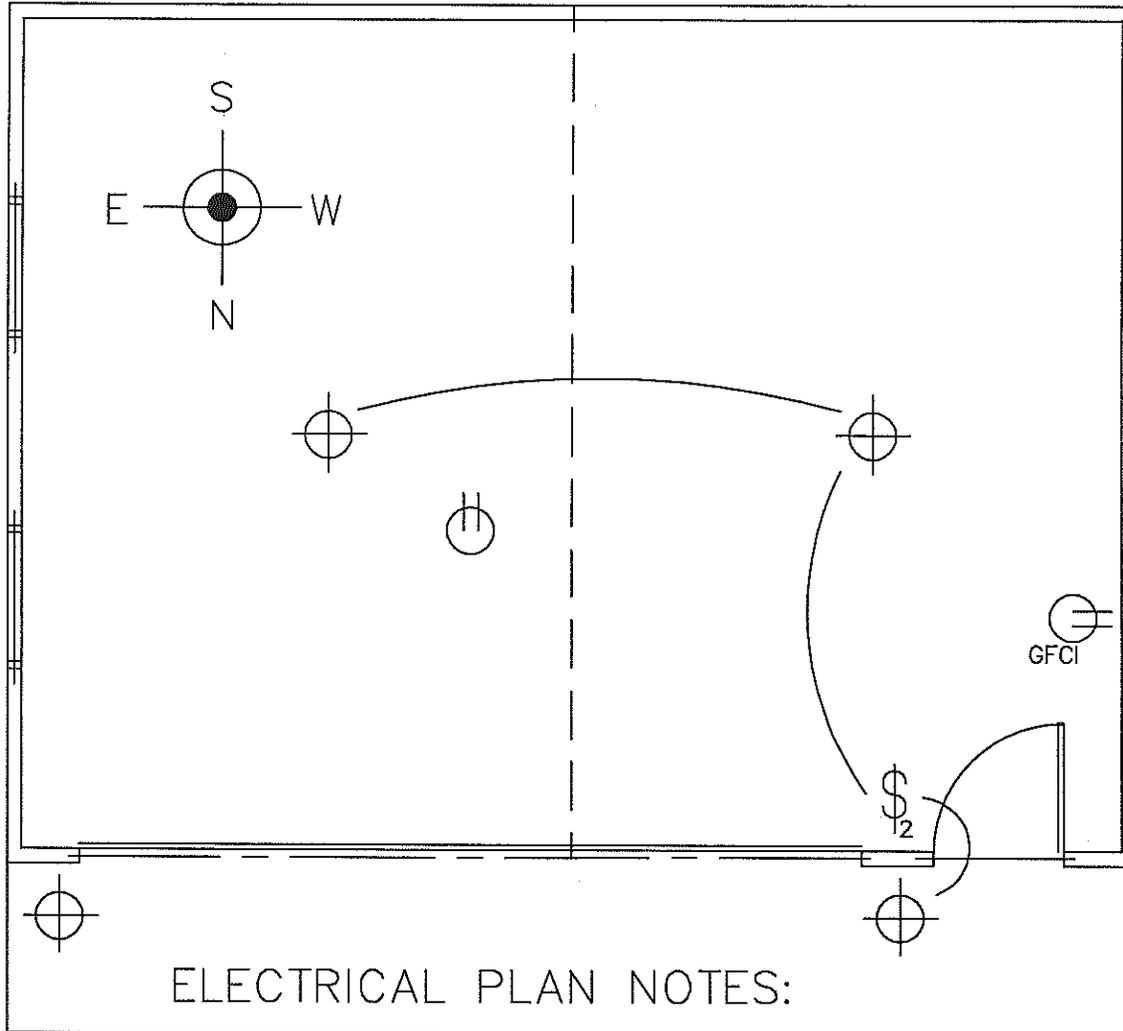
WEST SIDE

6" EAVE ON ALL SIDES

1/2 IN. O.S.B. ROOF SHEATHING

VINYL SIDING

DAVID HOLTERMANN		4/26/2015
800 S. COOK, BARRINGTON, IL 60010		
REGENCY GARAGES		
17W 486 LAKE ST.		
ADDISON, IL 60101		PH. 630-993-0476
EXTERIOR ELEVATIONS	SCALE	SHEET
	3/16"=1'-0"	3 OF 5



- o 1 INTERIOR GFCI OUTLET
- o 1 CEILING OUTLET FOR GARAGE DOOR OPENER.
- o 2 SINGLE POLE SWITCHES NEXT TO SERVICE DOOR.
- o 2 INTERIOR CEILING LIGHTS
- o 2 EXTERIOR LIGHTS - FRONT OF GARAGE
- o INTERIOR WIRING IN ELECTRICAL METALLIC CONDUIT.
- o LINE BURIED 24" UNDERGROUND IN RIGID CONDUIT

DAVID HOLTERMANN		4/26/2015
800 S. COOK, BARRINGTON, IL 60010		
REGENCY GARAGES		
17W 486 LAKE ST.		
ADDISON, IL 60101		PH. 630-993-0476
	SCALE	SHEET
ELECTRICAL PLAN	NOT TO SCALE	4 OF 5

240# ASPHALT ROOF  
SHINGLES OVER 15#  
ROOFING FELT

1/2" O.S.B.

ROOF SHEATHING

2x6 RAFTERS  
AT 16" O.C.

2x6 CROSS TIES  
AT 48" O.C. WITH 2X4 AT  
48" O.C. CONNECTING  
CROSS TIES TO RAFTERS

(2)2x4 TOP PLATE

WALL STUDS  
2X4 AT 16" O.C.

4" VINYL SIDING OVER  
1/2" O.S.B.  
SHEATHING

TREATED 2x4 BOTTOM PLATE  
WITH SILL SEALER AND 1/2"  
DIAMETER X 10" LONG ANCHOR BOLTS  
AT 6'-0" O.C.  
WITHIN 12" OF CORNERS

MINIMUM 6 INCHES  
ABOVE GRADE

12 INCHES  
BELOW GRADE

12

6

6"

DBL 1-3/4"X11-7/8" LVL  
HEADER ABOVE 18'-0"X7'-0"  
OVERHEAD DOOR

GARAGE SIZE  
WIDTH - 26 FEET  
LENGTH - 20 FEET  
ROOF STYLE - GABLE

LUMBER SPECIES

UNDER 20 FT LONG 2X4, 2X6, AND 2X8 SPF #2 OF BETTER.  
UNDER 20 FT LONG 2X12 SPF / HEM FIR #2 OF BETTER.  
OVER 20 FT. LONG DOUGLAS FIR #2 OR BETTER

RAISED WATER LEDGE ON FRONT WALL  
AND 2 SIDE WALLS.

CONCRETE - 6 BAG MIX, 4 IN. THICK  
WITH 4 IN. CRUSHED CA-6 STONE  
AND 6X6 - W 2.1/W 2.1 WELDED WIRE.

12"

DAVID HOLTERMANN	4/26/2015
800 S. COOK, BARRINGTON, IL 60010	
REGENCY GARAGES	
17W 486 LAKE ST.	
ADDICSON, IL 60101	PH. 630-993-0476
WALL SECTION	SHEET 5 OF 5

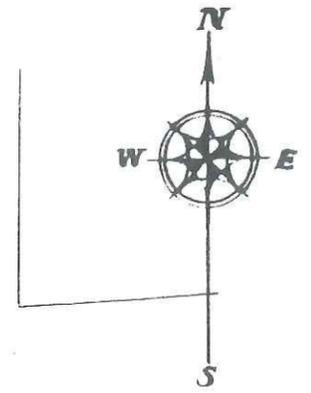
# PLAT OF SURVEY

ARCHITECTURAL - INDUSTRIAL - LOTS - FARMS - SUBDIVISIONS - MORTGAGE - CONDOMINIUMS

BY  
**E. DEMBROWSKI & ASSOCIATES, INC.**  
 Registered Land Surveyors

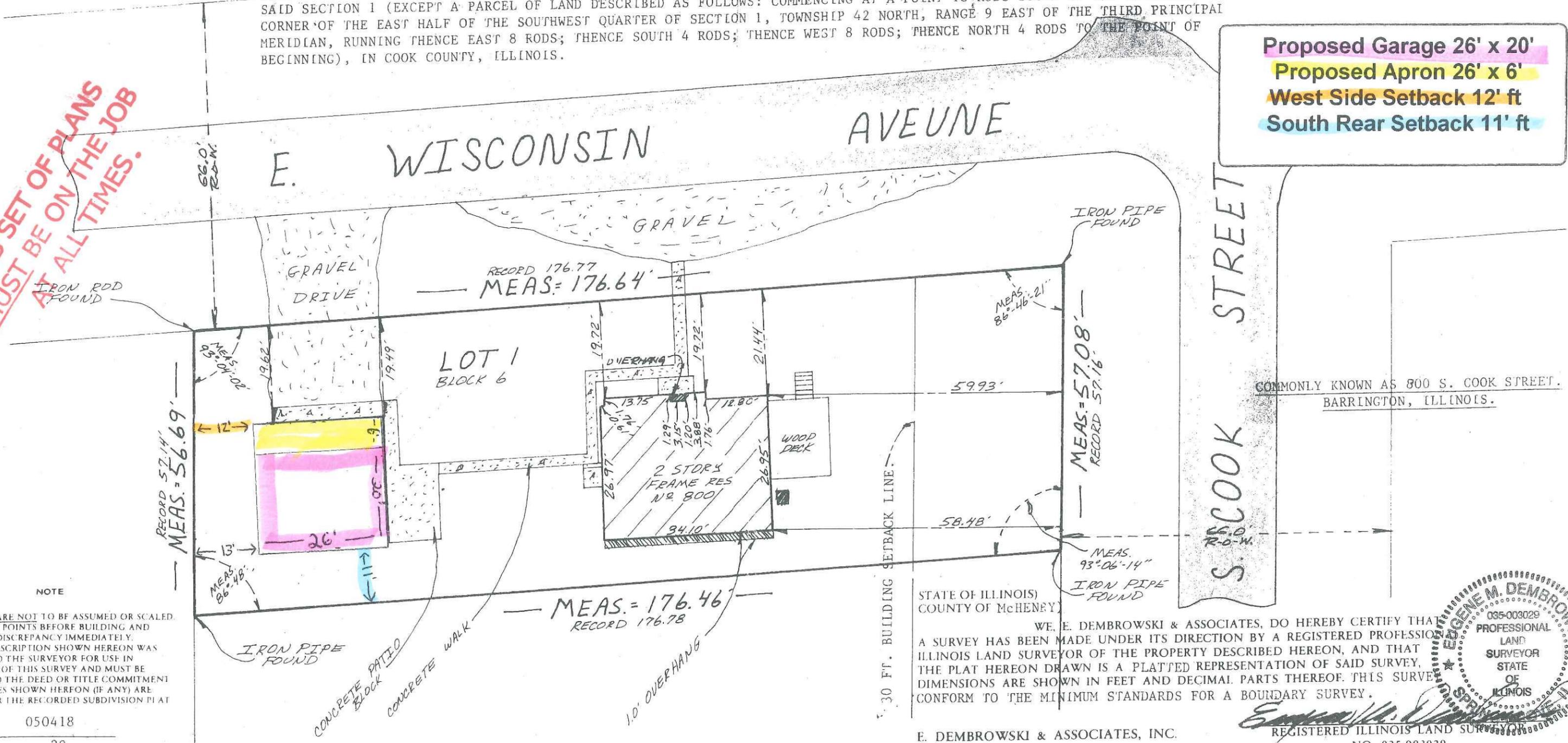
**LEGAL DESCRIPTION:**

LOT 1 IN BLOCK 6 IN ARTHUR T. McINTOSH AND CO'S HILLSIDE ADDITION TO BARRINGTON, A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1 (EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 18 RODS SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, RUNNING THENCE EAST 8 RODS; THENCE SOUTH 4 RODS; THENCE WEST 8 RODS; THENCE NORTH 4 RODS TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.



**THIS SET OF PLANS  
 MUST BE ON THE JOB  
 AT ALL TIMES.**

**Proposed Garage 26' x 20'**  
**Proposed Apron 26' x 6'**  
**West Side Setback 12' ft**  
**South Rear Setback 11' ft**



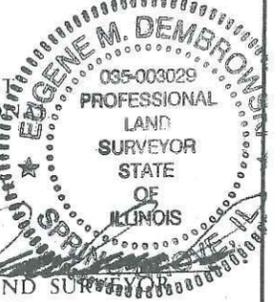
COMMONLY KNOWN AS 800 S. COOK STREET,  
 BARRINGTON, ILLINOIS.

**NOTE**

- \* DIMENSIONS ARE NOT TO BE ASSUMED OR SCALED.
- \* COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCY IMMEDIATELY.
- \* THE LEGAL DESCRIPTION SHOWN HEREON WAS SUBMITTED TO THE SURVEYOR FOR USE IN PREPARATION OF THIS SURVEY AND MUST BE COMPARED TO THE DEED OR TITLE COMMITMENT.
- \* BUILDING LINES SHOWN HERON (IF ANY) ARE SHOWN AS PER THE RECORDED SUBDIVISION PLAT

STATE OF ILLINOIS  
 COUNTY OF McHENRY

WE, E. DEMBROWSKI & ASSOCIATES, DO HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE UNDER ITS DIRECTION BY A REGISTERED PROFESSIONAL ILLINOIS LAND SURVEYOR OF THE PROPERTY DESCRIBED HEREON, AND THAT THE PLAT HEREON DRAWN IS A PLATTED REPRESENTATION OF SAID SURVEY, DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



E. DEMBROWSKI & ASSOCIATES, INC.  
 1101 PADDOCK ROAD.  
 SPRING GROVE, ILL.; 60081-9472.  
 PHONE: 847-540-9371 / 815-675-0661  
 FAX NO: 847-540-9375 / 815-675-0662

REGISTERED ILLINOIS LAND SURVEYOR  
 NO. 035-003029  
 EUGENE M. DEMBROWSKI  
 LICENSE EXPIRES NOVEMBER 30, 2006.

Order No. 050418  
 Scale: 1 inch = 20 feet  
 Date: AUGUST 10, 2005  
 ALEXANDRA M. GODDARD, APPY



VILLAGE OF

*a great place to live, work, and play*

# BARRINGTON

## STAFF REPORT

**TO:** Zoning Board of Appeals

**REVIEW DATE:** June 2, 2015

**FROM:** Development Services

**PREPARED BY:** Natalie Ossowski,  
Planning and Zoning  
Coordinator

**ZBA 15-04: 800 S. Cook Street (Holtermann Residence):** The applicant seeks approval of a variation from Chapter 4, Section 4.4, Subsection A, Number 4 of the Village of Barrington Zoning Ordinance relative to a variation for the placement of an accessory structure. The petitioner is additionally requesting approval of a variation from Chapter 6, Section 6.6, Subsection E, Numbers 1, 3 and 4 (front, interior side yard, and rear yard setback) for a decrease in the required front yard setback, interior side yard setback and rear yard setbacks. The property is zoned R-5 Single Family Residential.

### APPLICANT INFORMATION

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**PROPERTY OWNER:** David Holtermann  
800 S. Cook Street  
Barrington, IL 60010

### SUBJECT PROPERTY INFORMATION

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**EXISTING ZONING:** R-5 Single Family Residential  
**EXISTING LAND USE:** Single Family Residential  
**PROPERTY SIZE:** Approximately 10,117 square feet

### SURROUNDING ZONING AND LAND USES

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**NORTH:** R-5 Single-Family Residential  
**SOUTH:** R-5 Single-Family Residential  
**EAST:** R-5 Single-Family Residential  
**WEST:** R-5 Single-Family Residential

### SUBMITTALS

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This report is based on the following documents, which were filed with the Development Services:

1. Exhibit 1
2. Petition for Public Hearing
3. Affidavit of Ownership
4. Letter from Property Owner/Project Summary
5. Location Map
6. Photos of Surrounding Properties
7. Plat of Survey
8. Plans

## DESCRIPTION

The subject property is approximately 10,117 square feet and consists of a single-family residence with a detached garage. The property is zoned R-5 Single-Family Residential. The Petitioner is seeking a variation from Chapter 4, Section 4.4, Subsection A, Number 4 from the Village of Barrington Zoning Ordinance relative to a variation for the placement of an accessory structure on a lot. Additionally, the Petitioner is seeking a variation from Chapter 6, Section 6.6, Subsection E, Numbers 1, 3 and 4 (front yard, interior side yard, rear yard setback) of the Village of Barrington Zoning Ordinance relative to a variation for a decrease in the required front yard setback, interior side yard setback and rear yard setback for a principle structure. The primary and accessory structures are existing non-conforming structures. The Petitioner is proposing to demolish the existing detached garage and build a new garage of similar size and location to the original.

## FACTORS TO CONSIDER

- The subject property may have originally intended to front on Cook Street, but over time has developed a front façade on Wisconsin Avenue creating a unique lot containing nonconforming primary and accessory structures
- The existing detached garage is located approximately 19.49 feet from the front property line, approximately 15.56 feet from the side property line and approximately fourteen (14) feet from the rear property line.

## VARIATION STANDARDS

1. **Practical Difficulty: No variation shall be granted unless the applicant shall establish that carrying out the strict letter of the provisions of this Ordinance would create a particular hardship or a practical difficulty.**

The Petitioner is requesting a variation for the placement of an accessory structure on a lot. 800 S. Cook Street is a unique lot that contains two nonconforming structures. The nonconformity of the structures is due to their orientation on the lot. The front façade of the house faces Wisconsin Avenue, therefore the lot line along Wisconsin Avenue is considered to be the front lot line. The depth of the lot is approximately fifty-seven (57) feet and both the house and detached garage are located in close proximity to the rear property line. The subject property has virtually no rear yard and therefore has no location to place a new, compliant accessory structure. Accessory structures such as detached garages are intended to be located in the rear yard. If an accessory structure is not located in the rear yard, the accessory structure must be built within the building envelope. The building envelope in the R-5 Residential District has a thirty (30) foot front yard setback, a thirty (30) foot rear yard setback, a fifteen (15) foot corner side yard setback, and an interior side yard setback of 12.5% of the lot width. As

depicted in Exhibit 1, the subject property does not have an area on the lot where a compliant structure can be built within the building envelope. The Petitioner is requesting a reduction in the required front yard setback, interior side yard setback, and rear yard setback for the purpose of building a new detached garage to replace an existing detached garage. The current setbacks of the detached garage are approximately 19.49 feet from the front property line, 15.56 from the side property line, and fourteen (14) feet from the rear property line

The location of the existing structures on the lot creates a practical difficulty that prevents the property owner from replacing the current detached garage. Staff believes that this standard has been met.

- 2. Unique Physical Condition: The subject property is exceptional as compared to other properties subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming, irregular or substandard shape or size, exceptional topographical features, or other extraordinary physical conditions peculiar to, and inherent in, the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the property rather than the personal situation of the current owner of the property.**

The subject property is a corner lot with a lot size of approximately 10,117 square feet. Although the property is addressed 800 S. Cook Street, the primary and accessory structures face Wisconsin Avenue. The front façade of the primary structure creates a unique situation where the primary and accessory structures are nonconforming. The lot has virtually no rear yard, thus taking away a compliant space for a detached garage. Under the current Zoning Ordinance a structure would not be permitted to face a lot line where it would not meet all zoning regulations and setbacks. The current detached garage is setback approximately 19.49 feet from the front property line, 15.56 feet from the side property line, and approximately fourteen (14) feet from the rear property line. The proposed detached garage would be approximately 520 square feet and would be located in a similar place on the lot. The location of the structures on the lot creates a unique physical condition. Staff believes the standard has been met.

- 3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Ordinance.**

The current property owner is not responsible for the location and placement of the existing house and detached garage. The unique physical constraints of the lot were not created by the property owner. Staff believes the standard has been met.

- 4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other properties subject to the same provision.**

Staff believes that if the request is denied, the property owner will be denied the opportunity to replace a detached garage that is currently in poor condition. If the request is denied, the current garage will be demolished without a compliant location for a new detached garage. Staff believes the standard has been met.

5. **Not Merely Special Privilege:** The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject property.

Staff does not believe that this request constitutes a special privilege. The Petitioner is requesting a variation in order to replace a current detached garage. Staff believes that the placement of the structures on the lot create a unique physical condition and therefore this request is necessary and does not constitute a special privilege. Staff believes the standard has been met.

6. **Ordinance and Plan Purposes:** The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which this Ordinance, and the provision from which a variation is sought, was enacted or the general purpose and intent of the Comprehensive Plan.

Staff believes that the request is in harmony with the general and specific purposes of the Zoning Ordinance and Comprehensive Plan. The intent of the setback requirements is to prevent new structures from being built too close to surrounding properties. The subject property contains existing structures that do not conform to current setback requirements. The setbacks of the proposed garage will be similar to the existing garage and will not create an undesirable situation for neighboring properties. The current and proposed setbacks for the primary and accessory structures are in line with neighboring structures on Wisconsin Avenue. Staff believes the standard has been met.

7. **No Other Remedy:** There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

The Petitioner is seeking to replace a current detached garage that is in poor condition. The Petitioner has explored all possible options and due to the physical constraints of the lot and the location of the existing structures, there is no other logical remedy other than the proposal.

The first option is to repair the current detached garage. The applicant has indicated that the issues with the current garage could not be remedied with repairs. The flooding and structural issues are best solved by demolishing the current detached garage and constructing a new garage.

The second option is to build an attached garage and tear down the existing detached garage. The interior layout of the house would need to change and the patio and outdoor recreation space located on the west portion of the property would need to be removed in order to accommodate this option. Staff does not believe this is a reasonable request.

Staff does not believe that there is an alternative proposal that would be compliant with current zoning regulations. Staff believes the standard has been met.

8. **Minimum Required:** The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this Ordinance.

The Petitioner is requesting to replace the current detached garage with a standard sized detached garage in a similar location on the lot. The proposed garage will be approximately 520 square feet and will be set back behind the front face of the primary structure. The proposed garage will be located 25.49 feet from the front property line, twelve (12) feet from the interior side property line, and eleven (11) feet from the

rear property line.

The Petitioner is requesting a reduction in the minimum front yard setback from thirty (30) feet to 25.49 feet, a reduction in the minimum required interior side yard setback from approximately 22.08 feet to twelve (12) feet, and a reduction in the minimum rear yard setback from thirty (30) feet to eleven (11) feet.

The proposal meets all other zoning standards including maximum lot coverage, maximum impervious surface, maximum height for an accessory structure, and daylight plane requirements. The Petitioner is requesting the minimum amount of relief necessary. Staff believes the standard has been met.

## FINDINGS AND RECOMMENDATIONS

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**Based on the above findings, if the Zoning Board of Appeals finds that the variation request is appropriate, they should adopt the findings of fact outlined in the staff report with any modifications and recommend approval of ZBA 15-04 to the Board of Trustees as follows:**

- **Granting an exception of 4.51 feet from the required thirty (30) foot front yard setback to allow a setback of 25.49 feet.**
- **Granting an exception of 10.08 feet from the required 22.08 foot interior side yard setback to allow a setback of twelve (12) feet.**
- **Granting an exception of nineteen (19) feet from the required thirty (30) foot rear yard setback to allow a setback of eleven (11) feet.**

**If the Zoning Board of Appeals concurs with the above findings of fact and the recommendations, Staff recommends that the Zoning Board of Appeals recommend approval of ZBA 15-04 subject to the following condition:**

1. **The approved variations shall only apply to the current request. Further expansion of the garage into the front, side, and rear yard setbacks shall not be permitted.**

Staff Report Approved By:



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Natalie Ossowski  
Planning & Zoning Coordinator



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Jennifer Tennant  
Assistant Director of Development Services

**cc: Petitioner**

## FINDINGS AND RECOMMENDATIONS

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Based on the above findings, if the Zoning Board of Appeals finds that the variation request is appropriate, they should adopt the findings of fact outlined in the staff report with any modifications and recommend approval of ZBA 15-04 to the Board of Trustees as follows:

- Granting an exception of 7.4 feet from the required thirty (30) foot front yard setback to allow a setback of 22.6 feet.
- Granting an exception of 9.78 feet from the required 22.08 foot interior side yard setback to allow a setback of 12.3 feet.
- Granting an exception of 16.2 feet from the required thirty (30) foot rear yard setback to allow a setback of 13.8 feet.

If the Zoning Board of Appeals concurs with the above findings of fact and the recommendations, Staff recommends that the Zoning Board of Appeals recommend approval of ZBA 15-04 subject to the following condition:

1. The approved variations shall only apply to the current request. Further expansion of the garage into the front, side, and rear yard setbacks shall not be permitted.

*Village of Barrington  
Zoning Board of Appeals  
DRAFT Minutes Summary*

Date: June 2, 2015

Location: Village Board Room  
200 South Hough Street  
Barrington, Illinois

In Attendance: Vicky Perille, Commissioner  
William Fitzpatrick, Commissioner  
Kevin Connelly, Commissioner  
Ryan Julian, Vice Chairperson  
Patricia Pokorski, Chairperson

Staff Members: Natalie Ossowski  
Jean Emerick

**Call to Order**

Chairperson Pokorski called the meeting to order at 7:04 PM.

Roll Call noted the following: Victoria Perille, present; William Fitzpatrick, present; David Holtermann, recused; Kevin Connolly, present; Kate Duncan, absent; Vice Chairperson Ryan Julian, present; Chairperson Patricia Pokorski, present.

**Chairperson's Remarks**

Chairperson Pokorski gave the order of business and explained the process and duties of the ZBA. She swore in those members of the audience that may speak during the meeting.

**New Business**

**ZBA 15-04:** 800 S. Cook Street - Public Hearing

**Applicant:** David Holtermann  
800 S. Cook Street  
Barrington, IL 60010

The applicant seeks approval of a variation from Chapter 4, Section 4.4, Subsection A, Number 4 of the Village of Barrington Zoning Ordinance relative to a variation for the placement of an accessory structure. The petitioner is additionally requesting approval of a variation from Chapter 6, Section 6.6, Subsection E, Numbers 1, 3 and 4 (front, interior side yard, and rear yard

setback) for a decrease in the required front yard setback, interior side yard setback, and rear yard.

Ms. Katja Stonebraker, petitioner from 800 S. Cook Street, said they are interested in replacing the detached two-car garage. They want to build a new two-car garage that is slightly larger than the old garage (14 square feet larger) and will be built on the same basic location. There are zoning issues because of their address. Currently the house and garage do not conform to the zoning laws. The yard is too shallow to build within the required setbacks, so they are requesting a variation. It is not practical to repair the garage.

Ms. Ossowski said that the property is surrounded by residential. The first variation is for the placement of an accessory structure. Accessory structures are intended to be in the rear yard; there is no rear yard. The second variation is for the front yard setback, interior side yard setback and the rear yard setback. The primary structure and detached garage are both legal non-conforming. Staff believes that the house and detached garage originally faced Cook Street and over time, it has developed a front façade on Wisconsin Avenue. The lot is only about 57 feet deep and there is no place for compliant structures within the setbacks. The proposed new detached garage is the only option for them. Staff recommends granting the exception of 7.4 feet from the required 30-foot front yard setback of 22.6 feet, 9.78 feet from the required 22.08-foot interior side yard setback to allow a setback of 12.3 feet, and 16.2 feet from the required 30-foot rear yard setback to allow a setback of 13.8 feet. This would include the condition that the detached garage cannot expand in the future.

Mr. Peter Stearney is a neighbor to the south of 800 South Cook Street. He has no objection to the new garage.

Vice-Chairperson Ryan said in general, people need garages. It is an important part of owning a home.

Commissioner Fitzpatrick moved to recommend approval of ZBA 15-04, a variation from Chapter 4, Section 4.4, Subsection A, Number 4 of the Village of Barrington Zoning Ordinance, granting an exception of 7.4 feet from the required 30 foot front yard setback of 22.6 feet, 9.78 feet from the required 22.08 foot interior side yard setback to allow a setback of 12.3 feet, and 16.2 feet from the required 30 foot rear yard setback to allow a setback of 13.8 feet. The variations shall only apply to the current request; further expansion will not be permitted. Commissioner Perille seconded the motion.

Roll Call Vote: Ms. Perille, aye; Mr. Fitzpatrick, aye; Mr. Julian, aye; Mr. Holtermann, recused; Mr. Connolly, aye; Ms. Duncan, absent; Ms. Pokorski, aye; the vote was 5 ayes to 0 noes, and 1 recused. Chairperson Pokorski declared the motion approved.

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Approval of Minutes

April 7, 2015

A voice vote recorded all ayes to approve the minutes of the April 7, 2015 meeting, as amended. Chairperson Pokorski declared the minutes approved.

Planner's Report

The petitioner for 124 Walton Street has submitted for building permits. The Board approved a special use for the tavern, Alley 59, on May 11. David Weekley Homes will be breaking ground soon.

Adjournment

As there was no additional business to come before the Board, Commissioner Fitzpatrick moved to adjourn; Commissioner Perille seconded the motion. Voice vote recorded all ayes. Chairperson Pokorski adjourned the meeting at 7:28 p.m.

Respectfully submitted,

Jean M. Emerick  
Recording Secretary

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Ms. Pokorski, Chairperson  
Zoning Board of Appeals

Approval Date:



# BARRINGTON

## Committee of the Whole/Agenda Report

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**To:** Village President and Board of Trustees

**From:** Peg Blanchard, Director of Economic Development

**Subject:** Annual Sidewalk Sale Event

**Date:** June 4, 2015

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### **EXECUTIVE SUMMARY**

Consider a resolution authorizing the use of portions of the Village rights-of-way and portions of Village owned property for the annual Sidewalk Sale event. This year's event is scheduled for July 23, 24 and 25, 2015.

### **BACKGROUND/HISTORY**

The Village has taken over the coordination efforts of hosting the Annual Sidewalk Sale event from the Barrington Area Chamber of Commerce. Staff is currently processing the event application. In conjunction with the event, staff is requesting the use of portions of the Village rights-of-way and portions of Village owned property. This is an annual event that requires minimal staff time and encourages consumers to visit all shopping districts within the Village.

The Sidewalk Sale days will be for only Barrington businesses and we will not be opening it up for outside vendors to participate. There is no fee for the businesses participating. The businesses will need to complete a form so we know who will be participating on the sidewalk with merchandise.

The Barrington Area Chamber of Commerce has agreed to assist with advertising the event by purchasing advertising in the Daily Herald and Pioneer Press.

This event is classified as a Village Sponsored Event, which allows for the waiver of permit fees associated with the event without Village Board approval.

### **SUGGESTED DIRECTION**

Staff suggests the Village Board consider the attached resolution authorizing the use of portions of the Village rights-of-way and Village property associated with the event.

### **ATTACHMENT**

Resolution

**A RESOLUTION AUTHORIZING THE USE OF PORTIONS OF VILLAGE RIGHTS-OF-WAY AND CERTAIN VILLAGE PROPERTY FOR THE ANNUAL SIDEWALK SALE TO BE HELD JULY 23, 24, and 25, 2015**

**WHEREAS**, The Village of Barrington (“Village”) is coordinating an event commonly referred to as the Annual Sidewalk Sale which is scheduled for July 23, 24, and 25, 2015 (“the Annual Event”); and

**WHEREAS**, as part of the Annual Event, participants display and sell their merchandise and services on certain portions of the Village’s public sidewalks and on certain portions of other Village properties pursuant to the provisions of the Barrington Village Code as established from time to time; and

**WHEREAS**, the Village’s approval is sought for the use of said Village public property for the Annual Event; and

**WHEREAS**, the Village desires to authorize the request for use of certain portions of Village sidewalks and the use of certain portions of other Village properties by participants in the Annual Event, as required pursuant to the provisions of the Barrington Village Code:

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois as follows that:

**SECTION 1:** That the Corporate Authorities of the Village find that the recitals stated in the preamble hereof are true and correct and are hereby incorporated in this Resolution by reference as if fully set forth herein as the findings of fact of the Corporate Authorities of the Village.

**SECTION 2:** Subject to the applicable provisions of the Barrington Village Code and the rules and regulations established relative to the Annual Event, the participants in the Annual Event are hereby authorized to use those certain portions of the Village’s sidewalks and certain portions of other Village Properties during the Annual Event, which areas to be used shall be approved in advance by the Village for the Annual Event.

**SECTION 3:** That the Corporate Authorities of the Village hereby approve the aforesaid use of certain portions of Village sidewalks and of other Village properties during the Annual Event as specifically related to the aforesaid Annual Event to be held on July 23, 24, and 25, 2015 (hereinafter collectively referred to as the “Village Approvals”), all of which Village Approvals are specifically subject to and conditioned upon the timely and continued compliance by any participants in the Annual Event, with the following terms and conditions and the applicable provisions of the Barrington Village Code:

- A. That the Village Approvals hereby granted shall be subject to timely and continued compliance by the participants in the Annual Event, with this Resolution and all applicable provisions of the Village of Barrington Village Code, except as otherwise specifically waived herein by the Village;
- B. The Village Approvals herein granted are specifically conditioned upon the compliance by any and all food establishment(s) participating in the Annual Event with the provisions of the Barrington Village Code contained in Title 3, Chapter 6, “Food and Beverages”, including but not limited to those provisions relative to sanitation and food safety, except for those provisions related to a food establishment’s requirement to pay the fee(s) related to a food establishment license to operate during the Annual Event, which fee(s) have been waived by the Village; and
- F. The Village Approvals herein granted are specific to the Annual Event and the dates upon which it is held, i.e., July 23, 24, and 25, 2015.

**SECTION 4:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, BY ROLL CALL VOTE AS FOLLOWS:

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Karen Darch, Village President

ATTESTED AND FILED THIS  
\_\_\_\_\_ DAY OF \_\_\_, 2015

\_\_\_\_\_  
Adam J. Frazier, Village Clerk



VILLAGE OF

*a great place to live, work, and play*

**BARRINGTON**

## Committee of the Whole/ Agenda Report

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**To:** Village President and Board of Trustees

**From:** Jeff Lawler, Village Manager

**Subject:** Prevailing Rate of Wages

**Date:** June 1, 2015

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### EXECUTIVE SUMMARY

The Village is required by State Statute to annually establish the prevailing rate of wages for public works construction work. This Ordinance serves to establish that the prevailing rate of wages of the Village of Barrington be the same as the prevailing rate of wages for construction work in Lake and Cook Counties as determined by the Department of Labor of the State of Illinois as of June of the current year. The Village is then required to utilize the June rates of wages, or any and all revisions of said wages that supersede the Department's June determination, on all public works construction projects undertaken by the Village.

### ATTACHMENTS

Resolution Investigating and Ascertaining the Annual Prevailing Rate of Wages

**A RESOLUTION ADOPTING PREVAILING WAGE RATES  
TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS  
PERFORMING CONSTRUCTION OF PUBLIC WORKS IN THE  
VILLAGE OF BARRINGTON, COOK AND LAKE COUNTIES, ILLINOIS**

**WHEREAS**, the State of Illinois has enacted the Prevailing Wage Act, approved June 26, 1941, as amended, being 820 ILCS 130/0.01 through 130/12 (“the Act”); and

**WHEREAS**, the Act requires that during the month of June of each calendar year the Board of Trustees of the Village of Barrington (the “Village”) investigate and ascertain the prevailing rate of wages, as defined in said Act, in the “locality” of the Village for laborers, mechanics and other workers performing construction of public works for the Village:

**NOW, THEREFORE, BE IT RESOLVED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARRINGTON, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

**SECTION 1:** To the extent and as required by the Act, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for **construction** work in Cook County and Lake County as determined by the Department of Labor of the State of Illinois (the “Department”) as of June 1, 2015, a copy of those determinations being attached hereto as Group Exhibit A and thereby incorporated herein by reference. As required by the Act, any and all revisions of the prevailing rate of wages by the Department shall supersede the Department’s June determination and apply to any and all public works construction undertaken by the Village. The definition of any terms appearing in this Resolution which are also used in the Act shall be the same as in the Act.

**SECTION 2:** Nothing herein contained is intended to apply nor shall be construed to apply said prevailing rate of wages as herein ascertained to any work or employment performed on behalf of this Village except public works construction to the extent required by the Act.

**SECTION 3:** All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4:** The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of this Village this determination of prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

**SECTION 5:** By July 15, 2015, the Village Clerk shall file a certified copy of this Resolution with the Illinois Department of Labor.

**SECTION 6:** Within thirty (30) days after filing a certified copy of this Resolution with the Illinois Department of Labor, the Village Clerk shall cause to be published in a newspaper of general circulation within the area a notice that this determination is effective and constitutes the determination of this public body.

**SECTION 7:** The Village Clerk shall mail a copy of this Resolution to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**SECTION 8:** This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS \_\_\_\_\_ DAY OF JUNE, 2015, BY ROLL CALL VOTE AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

RECUSE: \_\_\_\_\_

APPROVED THIS \_\_\_\_\_ OF JUNE, 2015

\_\_\_\_\_  
Karen Darch, Village President

ATTESTED AND FILED THIS  
\_\_\_\_\_ DAY OF JUNE, 2015

\_\_\_\_\_  
Adam Frazier, Village Clerk  
(SEAL)

STATE OF ILLINOIS ) SS.

COUNTY OF \_\_\_\_\_ )

CLERK'S CERTIFICATE

I, ADAM FRAZIER, DO HEREBY CERTIFY that I am the Village Clerk of the Village of Barrington, Cook and Lake Counties, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village; and

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of A RESOLUTION ADOPTING PREVAILING WAGE RATES TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS IN THE VILLAGE OF BARRINGTON, COOK AND LAKE COUNTIES, ILLINOIS adopted at a duly called Regular or Special Meeting of the Board of Trustees, held at Barrington, Illinois, at 8:00 p.m. on the 8<sup>th</sup> day of June, 2015.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at Barrington, Illinois, this 8<sup>th</sup> day of June, 2015.

[SEAL]

\_\_\_\_\_  
Adam Frazier,  
Village Clerk, Village of Barrington

GROUP EXHIBIT A

PREVAILING RATE OF WAGES FOR  
COOK COUNTY, ILLINOIS AND FOR  
LAKE COUNTY, ILLINOIS

# Cook County Prevailing Wage for June 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	---	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC	BLD			35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER	BLD			45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000	0.400
BRICK MASON	BLD			42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON	ALL			43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER	BLD			35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMM. ELECT.	BLD			39.000	41.800	1.5	1.5	2.0	8.420	11.98	1.100	0.700
ELECTRIC PWR EQMT OP	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN	ALL			35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN	ALL			44.000	47.000	1.5	1.5	2.0	13.33	14.77	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	ALL			35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
GLAZIER	BLD			40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	ALL			43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER	ALL			38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST	BLD			44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS	ALL			31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON	BLD			41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760
MATERIAL TESTER I	ALL			28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II	ALL			33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER	BLD 1			47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 2			45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 3			43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 4			41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 5			50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 6			48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 7			50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT 1			52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 2			50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 3			45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 4			37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 5			53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 6			35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 1			45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 2			44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 3			42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 4			41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 5			40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 6			48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 7			46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER	ALL			43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
PAINTER	ALL			40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER	BLD			42.250	44.790	1.5	1.5	2.0	11.40	12.19	0.000	0.650
PLUMBER	BLD			46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER	BLD			40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	BLD			41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690
SIGN HANGER	BLD			31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	ALL			42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD			42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
SURVEY WORKER	-> NOT IN EFFECT					ALL	37.000	37.750	1.5	1.5	2.0	12.97 9.930 0.000 0.500
TERRAZZO FINISHER	BLD			37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON	BLD			40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON	BLD			42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR	HWY			32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	E ALL 1			33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2			34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3			34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4			34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150

TRUCK DRIVER	W	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD	42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650

**Legend:** RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil &amp; Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F&gt;8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health &amp; Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Explanations**

## COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

## EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

## CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and

walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump

Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non

Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

# Lake County Prevailing Wage for June 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng			
=====	---	---	=	=====	=====	=====	---	---	=====	=====	=====	=====			
ASBESTOS ABT-GEN	ALL			38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500			
ASBESTOS ABT-MEC	BLD			35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720			
BOILERMAKER	BLD			45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000	0.400			
BRICK MASON	BLD			42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030			
CARPENTER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630			
CEMENT MASON	ALL			42.000	44.000	2.0	1.5	2.0	9.900	17.24	0.000	0.500			
CERAMIC TILE FNSHER	BLD			35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710			
COMMUNICATION TECH	BLD			35.130	37.230	1.5	1.5	2.0	11.07	11.77	0.000	0.530			
ELECTRIC PWR EQMT OP	ALL			0.000	0.000	0.0	0.0	0.0	0.000	0.000	0.000	0.000			
ELECTRIC PWR EQMT OP	HWY			39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390			
ELECTRIC PWR GRNDMAN	ALL			30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300			
ELECTRIC PWR GRNDMAN	HWY			0.000	0.000	0.0	0.0	0.0	0.000	0.000	0.000	0.000			
ELECTRIC PWR LINEMAN	ALL			45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450			
ELECTRIC PWR LINEMAN	HWY			46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470			
ELECTRIC PWR TRK DRV	ALL			30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300			
ELECTRIC PWR TRK DRV	HWY			31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310			
ELECTRICIAN	BLD			39.400	43.340	1.5	1.5	2.0	13.59	15.71	0.000	0.640			
ELEVATOR CONSTRUCTOR	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600			
FENCE ERECTOR	ALL			35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300			
GLAZIER	BLD			40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940			
HT/FROST INSULATOR	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720			
IRON WORKER	ALL			43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350			
LABORER	ALL			38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500			
LATHER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630			
MACHINIST	BLD			44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000			
MARBLE FINISHERS	ALL			31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600			
MARBLE MASON	BLD			41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760			
MATERIAL TESTER I	ALL			28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500			
MATERIALS TESTER II	ALL			33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500			
MILLWRIGHT	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630			
OPERATING ENGINEER	BLD 1			47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	BLD 2			45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	BLD 3			43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	BLD 4			41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	BLD 5			50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	BLD 6			48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	BLD 7			50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	FLT 1			52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250			
OPERATING ENGINEER	FLT 2			50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250			
OPERATING ENGINEER	FLT 3			45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250			
OPERATING ENGINEER	FLT 4			37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250			
OPERATING ENGINEER	FLT 5			53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250			
OPERATING ENGINEER	FLT 6			35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250			
OPERATING ENGINEER	HWY 1			45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	HWY 2			44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	HWY 3			42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	HWY 4			41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	HWY 5			40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	HWY 6			48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
OPERATING ENGINEER	HWY 7			46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250			
ORNAMNTL IRON WORKER	ALL			43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650			
PAINTER	ALL			33.920	38.090	1.5	1.5	1.5	10.75	11.10	0.000	0.770			
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000			
PILEDRIIVER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630			
PIPEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780			
PLASTERER	BLD			40.340	42.340	2.0	1.5	2.0	9.900	19.04	0.000	0.500			
PLUMBER	BLD			46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880			
ROOFER	BLD			40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530			
SHEETMETAL WORKER	BLD			41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690			
SIGN HANGER	BLD			31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000			
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550			
STEEL ERECTOR	ALL			42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350			
STONE MASON	BLD			42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030			
<del>SURVEY WORKER</del>	-> NOT IN			EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD			37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620			
TERRAZZO MASON	BLD			40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820			
TILE MASON	BLD			42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920			

TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.850	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL 2	36.000	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL 3	36.200	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL 4	36.400	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TUCKPOINTER	BLD	41.950	42.950	1.5	1.5	2.0	8.180	11.78	0.000	0.630

**Legend:** RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil &amp; Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F&gt;8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health &amp; Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Explanations**

## LAKE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

## EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

## CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and

walls to be re-tiled.

#### COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete

Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



## Agenda Report

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**To:** Village President and Board of Trustees

**From:** Melanie Marcordes, Deputy Village Clerk

**Subject:** Release of Closed Session Minutes

**Date:** June 1, 2015

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### EXECUTIVE SUMMARY

Consideration of a resolution relating to the release of certain portions of closed minutes is requested at this time. This resolution provides for the destruction of the audio recordings of those closed sessions occurring prior to December 16, 2013 and for which minutes have been approved.

### SUGGESTED ACTION

Approve the attached resolution.

### ATTACHMENT

Resolution Regarding the Release of Closed Meeting Minutes

**A RESOLUTION REGARDING  
THE RELEASE OF CLOSED MEETING MINUTES**

**WHEREAS**, the President and Board of Trustees (“the Corporate Authorities”) of the Village of Barrington (“the Village”) have met from time to time in closed session for purposes authorized by the Illinois Open Meetings Act; and

**WHEREAS**, as required by the Act, the Corporate Authorities have kept written minutes of all such closed sessions; and

**WHEREAS**, beginning on or about July 1, 2006, the Corporate Authorities have kept, in addition to the written minutes of all their meetings, whether open or closed, a verbatim recording of all closed meetings in the form of an audio recording; and

**WHEREAS**, pursuant to the requirements of the Open Meetings Act, 5 ILCS 120/1, et seq., the Corporate Authorities have determined a need for confidentiality still exists as to the closed session minutes from the meetings set forth on Exhibit A attached hereto; and

**WHEREAS**, the Corporate Authorities have further determined that portions of the minutes of the meetings listed on Exhibit B attached hereto and thereby made a part hereof, if any, no longer require confidential treatment and should be made available for public inspection; and

**WHEREAS**, the Corporate Authorities have further determined that the destruction of the specific verbatim records made in the form of audio recordings of their closed meetings, which specific verbatim records hereby authorized for destruction are listed on Exhibit C attached hereto and thereby made a part hereof, if any, the Corporate Authorities hereby finding that each such recording has been retained for not less than eighteen (18) months since the completion of the closed meeting recorded, and that the written minutes of each such closed meeting(s) which comply with 5 ILCS 120/2.06(a) of the Open Meetings Act have been approved by the Corporate Authorities:

**NOW, THEREFORE**, be it resolved by the President and Board of Trustees of the Village of Barrington, Illinois, as follows:

**SECTION 1:** The Corporate Authorities of the Village find that the facts set forth in the preamble to this Resolution are true and correct, and such facts are hereby incorporated herein by reference as findings of the Corporate Authorities.

**SECTION 2:** A need for confidentiality still exists as to the closed meeting minutes from meetings set forth on Exhibit A attached hereto and thereby made a part hereof.

**SECTION 3:** Portions of the closed meeting minutes from those meetings set forth on Exhibit B attached hereto and thereby made a part hereof, if any, are hereby released, and the Village Clerk is hereby authorized and directed to make said minutes available to the public for inspection and copying, in accordance with the standing procedures of the Office of the Village Clerk.

**SECTION 4:** Pursuant to 5 ILCS 120/2.06, the Corporate Authorities hereby approve, authorize, and direct the destruction of the specific verbatim records made in the form of audio recordings of their closed meetings, which specific verbatim records hereby authorized for destruction, if any, are listed on Exhibit C attached hereto and thereby made a part hereof, the Corporate Authorities hereby finding that each such audio recording has been retained for not less than eighteen (18) months since the completion of the subject closed meeting recorded thereon and that written minutes of each such closed meeting recorded on such audio recording(s) which comply with 5 ILCS 120/2.06(a) of the Open Meetings Act have previously been prepared and then approved by the Corporate Authorities of this Village.

**SECTION 5:** This resolution shall be in full force and effect from and after its passage.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015, BY ROLL CALL VOTE AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

RECUSE: \_\_\_\_\_

APPROVED THIS \_\_\_\_ OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Karen Y. Darch, Village President

ATTESTED AND FILED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Adam Frazier, Village Clerk  
(SEAL)

**Exhibit A**  
**(Confidential Closed Session Minutes)**

## Closed Session Minutes To Remain Confidential

Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2015-June 1	Personnel		Y	DNR 1
2015-June 1	Litigation (BCFPD)		Y	DNR 4
2015-June 1	Acquisition of Property		Y	DNR 3
2015-June 1	Personnel		Y	DNR 1
2015-May 11	Personnel (Village Manager Evaluation)		Y	DNR 1
2015-May 11	Acquisition of Property		Y	DNR 3
2015-May 11	Personnel (Building Inspector)		Y	DNR 1
2015-May 11	Litigation		Y	DNR 4
2015-May 4	Litigation		Y	DNR 4
2015-May 4	Personnel		Y	DNR 1
2015-April 27	Personnel		Y	DNR 1
2015-April 27	Litigation		Y	DNR 4
2015-April 27	Acquisition of Property		Y	DNR 3
2015-April 27	Security		Y	Security
2015-April 27	Appointments		Y	DNR 1
2015-April 27	Acquisition of Property		Y	DNR 3
2015-April 13	Personnel		Y	DNR 1
2015-April 13	Appointments		Y	DNR 1
2015-April 13	Acquisition of Property		Y	DNR 3
2015-April 6	Labor Negotiations		Y	DNR 2
2015-April 6	Litigation (HR Steward)		Y	DNR 4
2015-April 6	Security		Y	Security
2015-April 6	Public Owned Lease		Y	Lease
2015-April 6	Acquisition of Property (Barrington's White House		Y	DNR 3
2015-March 16	Personnel		Y	DNR 1
2015-March 16	Litigation		Y	DNR 4
2015-March 16	Security		Y	Security
2015-March 16	Acquisition of Property (Hough-Main)		Y	DNR 3
2015-March 2	Litigation		Y	DNR 4
2015-March 2	Personnel		Y	DNR 1
2015-March 2	Acquisition of Property		Y	DNR 3
2015-March 2	Security		Y	Security
2015-March 2	Personnel (Appointments)		Y	DNR 1
2015-February 23	Litigation		Y	DNR 4
2015-February 23	Acquisition of Property		Y	DNR 3
2015-February 23	Personnel (Appointments)		Y	DNR 1
2015-February 23	Personnel		Y	DNR 1
2015-February 9	Labor Negotiations		Y	DNR 2
2015-February 9	Personnel		Y	DNR 1
2015-February 9	Litigation		Y	DNR 4
2015-February 2	Personnel		Y	DNR 1
2015-February 2	Litigation		Y	DNR 4
2015-February 2	Security		Y	Security
2015-January 26	Litigation		Y	DNR 4
2015-January 26	Appointments		Y	DNR 1
2015-January 12	Personnel		Y	DNR 1
2015-January 12	Litigation		Y	DNR 4
2015-January 5	Litigation		Y	DNR 4

## Closed Session Minutes To Remain Confidential

Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2015-January 5	Personnel		Y	DNR 1
2015-January 5	Acquisition of Property		Y	DNR 3
2014-December 15	Litigation		Y	DNR 4
2014-December 15	Personnel		Y	DNR 1
2014-December 15	Acquisition of Property		Y	DNR 3
2014-December 1	Acquisition of Property		Y	DNR 3
2014-December 1	Personnel		Y	DNR 1
2014-December 1	Litigation		Y	DNR 4
2014-December 1	Appointments		Y	DNR 1
2014-November 24	Acquisition of Property		Y	DNR 3
2014-November 24	Labor Negotiations		Y	DNR 2
2014-November 24	Litigation		Y	DNR 4
2014-November 24	Personnel		Y	DNR 1
2014-November 10	Public Office Vacancy		Y	DNR 1
2014-November 10	Litigation		Y	DNR 4
2014-November 3	Acquisition of Property		Y	DNR 3
2014-November 3	Personnel		Y	DNR 1
2014-November 3	Litigation		Y	DNR 4
2014-October 27	Acquisition of Property		Y	DNR 3
2014-October 27	Personnel		Y	DNR 1
2014-October 27	Litigation		Y	DNR 4
2014-October 13	Public Office Vacancy		Y	DNR 1
2014-October 13	Litigation		Y	DNR 4
2014-October 13	Acquisition of Property		Y	DNR 3
2014-October 6	Personnel		Y	DNR 1
2014-October 6	Litigation		Y	DNR 4
2014-October 6	Acquisition of Property		Y	DNR 3
2014-September 22	Personnel		Y	DNR 1
2014-September 22	Litigation		Y	DNR 4
2014-September 22	Acquisition of Property		Y	DNR 3
2014-September 8	Litigation		Y	DNR 4
2014-September 8	Acquisition of Property		Y	DNR 3
2014-September 2	Litigation		Y	DNR 4
2014-September 2	Security		Y	Security
2014-September 2	Acquisition of Property		Y	DNR 3
2018-August 18	Litigation		Y	DNR 4
2018-August 18	Acquisition of Property		Y	DNR 3
2018-August 18	Security		Y	Security
2014-August 11	Security		Y	Security
2014-August 11	Litigation		Y	DNR 4
2014-August 11	Personnel		Y	DNR 1
2014-August 11	Acquisition of Property		Y	DNR 3
2014-July 21	Litigation		Y	DNR 4
2014-July 21	Acquisition of Property		Y	DNR 3
2014-July 7	Litigation		Y	DNR 4
2014-June 23	Litigation		Y	DNR 4
2014-June 23	Security		Y	Security
2014-June 23	Acquisition of Property		Y	DNR 3
2014-June 9	Litigation		Y	DNR 4
2014-June 9	Acquisition of Property		Y	DNR 3
2014-June 9	Personnel (Appointments)		Y	DNR 1
2014-June 2	Litigation		Y	DNR 4
2014-June 2	Acquisition of Property		Y	DNR 3

## Closed Session Minutes To Remain Confidential

Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2014-June 2	Personnel		Y	DNR 1
2014-June 2	Security		Y	Security
2014-May 19	Litigation		Y	DNR 4
2014-May 19	Acquisition of Property		Y	DNR 3
2014-May 19	Personnel		Y	DNR 1
2014-May 19	Security		Y	Security
2014-May 5	Litigation		Y	DNR 4
2014-May 5	Acquisition of Property		Y	DNR 3
2014-May 5	Personnel		Y	DNR 1
2014-April 28	Security		Y	Security
2014-April 28	Litigation		Y	DNR 4
2014-April 28	Acquisition of Property		Y	DNR 3
2014-April 28	Personnel		Y	DNR 1
2014-April 28	Personnel		Y	DNR 1
2014-April 14	Security		Y	Security
2014-April 14	Personnel		Y	DNR 1
2014-April 14	Acquisition of Property (Adco)		Y	DNR 3
2014-April 14	Litigation		Y	DNR 4
2014-April 7	Appointments		Y	DNR 1
2014-April 7	Acquisition of Property (Hough-Main)		Y	DNR 3
2014-April 7	Litigation		Y	DNR 4
2014-April 7	Personnel (Fire)		Y	DNR 1
2014-March 17	Acquisition of Property (Hough-Main)		Y	DNR 3
2014-March 17	Appointments		Y	DNR 1
2014-March 17	Litigation (ARC Appeal)		Y	DNR 4
2014-March 17	Acquisition of Property		Y	DNR 3
2014-March 17	Security		Y	Security
2014-March 17	Personnel		Y	DNR 1
2014-March 3	Acquisition of Property		Y	DNR 3
2014-March 3	Personnel		Y	DNR 1
2014-February 24	Acquisition of Property		Y	DNR 3
2014-February 24	Litigation		Y	DNR 4
2014-February 24	Personnel		Y	DNR 1
2014-February 24	Litigation		Y	DNR 4
2014-February 10	Security		Y	Security
2014-February 10	Appointments		Y	DNR 1
2014-February 10	Litigation		Y	DNR 4
2014-February 10	Acquisition of Property		Y	DNR 3
2014-February 10	Appointments		Y	DNR 1
2014-February 3	Security		Y	Security
2014-February 3	Litigation (Ethics)		Y	DNR 4
2014-February 3	Acquisition of Property (Route 14)		Y	DNR 3
2014-February 3	Appointments		Y	DNR 1
2014-January 27	Personnel		Y	DNR 1
2014-January 27	Litigation		Y	DNR 4
2014-January 27	Appointments		Y	DNR 1
2014-January 27	Acquisition of Property		Y	DNR 3
2014-January 13	Appointments		Y	DNR 1
2014-January 13	Security		Y	Security
2014-January 13	Personnel		Y	DNR 1
2014-January 13	Acquisition of Property (Hough-Main)		Y	DNR 3
2014-January 13	Litigation		Y	DNR 4
2013-December 16	Litigation		Y	DNR 4

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2013-December 16	Labor Negotiations (Police)		Y	DNR 2
2013-December 16	Security		Y	Security
2013-December 16	Personnel		Y	DNR 1
2013-December 16	Acquisition of Property (Hough-Main)		Y	DNR 3
2013-November 25	Personnel		Y	DNR 1
2013-November 25	Security		Y	Security
2013-November 25	Acquisition of Property		Y	DNR 3
2013-November 11	Personnel		Y	DNR 1
2013-November 11	Acquisition of Property		Y	DNR 3
2013-November 4	Acquisition of Property (Hough-Main)		Y	DNR 3
2013-October 28	Security		Y	Security
2013-October 28	Personnel		Y	DNR 1
2013-October 28	Litigation		Y	DNR 4
2013-October 28	Appointments		Y	DNR 1
2013-October 28	Acquisition of Property		Y	DNR 3
2013-October 14	Personnel		Y	DNR 1
2013-October 14	Appointments		Y	DNR 1
2013-October 14	Acquisition of Property		Y	DNR 3
2013-October 14	Litigation		Y	DNR 4
2013-October 7	Personnel (Pension Disability)		Y	DNR 1
2013-October 7	Litigation (Wool Street)		Y	DNR 4
2013-October 7	Litigation (Union Pacific)		Y	DNR 4
2013-October 7	Litigation		Y	DNR 4
2013-October 7	Personnel (Fire District)		Y	DNR 1
2013-October 7	Litigation		Y	DNR 4
2013-October 7	Personnel (Building Inspector)		Y	DNR 1
2013-October 7	Personnel (Ethics Board Appointment)		Y	DNR 1
2013-October 7	Acquisition of Property		Y	DNR 3
2013-September 23	Personnel		Y	DNR 1
2013-September 23	Acquisition of Property		Y	DNR 3
2013-September 9	Personnel		Y	DNR 1
2013-September 9	Acquisition of Property		Y	DNR 3
2013-September 3	Personnel		Y	DNR 1
2013-September 3	Acquisition of Property		Y	DNR 3
2013-September 3	Litigation (Sanitary Cost)		Y	DNR 4
2013-August 19	Personnel		Y	DNR 1
2013-August 19	Acquisition of Property		Y	DNR 3
2013-August 19	Litigation (Union Pacific)		Y	DNR 4
2013-August 19	Litigation		Y	DNR 4
2013-August 19	Personnel		Y	DNR 1
2013-August 19	Litigation (Sanitary Cost)		Y	DNR 4
2013-July 15	Litigation (Flooding)		Y	DNR 4
2013-July 8	Labor Negotiations		Y	DNR 2
2013-July 8	Personnel		Y	DNR 1
2013-July 8	Litigation (OMA)		Y	DNR 4
2013-July 8	Appointments		Y	DNR 1
2013-July 1	Personnel		Y	DNR 1
2013-June 24	Personnel		Y	DNR 1
2013-June 10	Personnel		Y	DNR 1
2013 June 10	Appointments		Y	DNR 1
2013-June 3	Personnel		Y	DNR 1
2013-June 3	Acquisition of Property (Hough-Main)		Y	DNR 3
2013-June 3	Litigation (205 Coolidge)		Y	DNR 4

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2013-June 3	Litigation (Wool Street)		Y	DNR 4
2013-June 3	Appointments (ZBA)		Y	DNR 1
2013-May 13	Labor Negotiations		Y	DNR 2
2013-May 13	Personnel		Y	DNR 1
2013-May 6	Acquisition of Property (Hough-Main)		Y	DNR 3
2013-May 6	Litigation		Y	DNR 1
2013-May 6	Litigation (102 N. Cook St)		Y	DNR 1
2013-May 6	Acquisition of Property (Summit Street Area)		Y	DNR 3
2013-May 6	Labor Negotiations (Public Works)		Y	DNR 2
2013-April 22	Personnel (Fire)		Y	DNR 1
2013-April 22	Acquisition of Property (Summit Street Area)		Y	DNR 3
2013-April 22	Personnel		Y	DNR 1
2013-April 22	Acquisition of Property (ADCO)		Y	DNR 3
2013-April 22	Litigation		Y	DNR 4
2013-April 8	Personnel (Fire)		Y	DNR 1
2013-April 8	Labor Negotiations (Public Works and Police)		Y	DNR 2
2013-April 8	Acquisition of Property (Bryant Avenue ROW)		Y	DNR 3
2013-April 8	Acquisition of Property (Summit Street Area)		Y	DNR 3
2013-April 1	Acquisition of Property (ADCO)		Y	DNR 3
2013-April 1	Acquisition of Property (Hough-Main)		Y	DNR 3
2013-April 1	Appointments		Y	DNR 1
2013-April 1	Personnel		Y	DNR 1
2013-March 18	Labor Negotiations		Y	DNR 2
2013-March 18	Personnel		Y	DNR 1
2013-March 18	Acquisition of Property (ADCO)		Y	DNR 3
2013-March 18	Acquisition of Property (Train Station Lease)		Y	DNR 3
2013-March 18	Litigation (Summit Street		Y	DNR 4
2013-March 4	Security		Y	DNR
2013-March 4	Litigation		Y	DNR 4
2013-March 4	Acquisition of Property		Y	DNR 3
2013-February 25	Litigation		Y	DNR 4
2013-February 25	Personnel		Y	DNR 1
2013-February 25	Appointments		Y	DNR 1
2013-February 25	Acquisition of Property		Y	DNR 3
2013-February 11	Personnel		Y	DNR 1
2013-February 11	Acquisition of Property		Y	DNR 3
2013-February 11	Litigation		Y	DNR 4
2013-February 4	Acquisition of Property		Y	DNR 3
2013-February 4	Personnel		Y	DNR 1
2013-January 28	Litigation		Y	DNR 4
2013-January 28	Acquisition of Property (The White House)		Y	DNR 3
2013-January 28	Acquisition of Property (ADCO)		Y	DNR 3
2013-January 28	Acquisition of Property (Hough-Main)		Y	DNR 3
2013-January 28	Appointments		Y	DNR 1
2013-January 28	Personnel		Y	DNR 1
2013-January 14	Labor Negotiation (Police and Public Works)		Y	DNR 2
2013-January 14	Litigation (4th of July)		Y	DNR 4
2013-January 14	Personnel		Y	DNR 1
2013-January 14	Acquisition of Property (ADCO)		Y	DNR 3
2013-January 14	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-December 17	Personnel (Appointments)		Y	DNR 1
2012-December 17	Litigation		Y	DNR 4
2012-December 17	Acquisition of Property		Y	DNR 3

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2012-December 17	Personnel		Y	DNR 1
2012-December 3	Personnel		Y	DNR 1
2012-December 3	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-December 3	Litigation		Y	DNR 4
2012-November 26	Litigation		Y	DNR 4
2012-November 26	Personnel		Y	DNR 1
2012-November 26	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-November 19	Litigation		Y	DNR 4
2012-November 19	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-November 12	Litigation		Y	DNR 4
2012-November 12	Personnel		Y	DNR 1
2012-November 12	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-November 5	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-November 5	Personnel		Y	DNR 1
2012-October 22	Personnel		Y	DNR 1
2012-October 22	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-October 22	Litigation		Y	DNR 4
2012-October 8	Appointments		Y	DNR 1
2012-October 8	Personnel		Y	DNR 1
2012-October 8	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-October 1	Litigation		Y	DNR 4
2012-October 1	Acquisition of Property		Y	DNR 3
2012-October 1	Personnel		Y	DNR1
2012-October 1	Appointments		Y	DNR 1
2012-September 24	Labor Negotiation		Y	DNR 2
2012-September 24	Personnel		Y	DNR 1
2012-September 24	Litigation		Y	DNR 4
2012-September 24	Appointments		Y	DNR 1
2012-September 24	Acquisition of Property		Y	DNR 3
2012-September 10	Personnel		Y	DNR 1
2012-September 10	Appointments		Y	DNR 1
2012-September 10	Litigation		Y	DNR 4
2012-September 10	Acquisition of Property (ADCO)		Y	DNR 3
2012-September 4	Personnel		Y	DNR 1
2012-September 4	Acquisition of Property		Y	DNR 3
2012-August 20	Personnel		Y	DNR 1
2012-August 20	Litigation		Y	DNR 4
2012-August 20	Acquisition of Property (ADCO)		Y	DNR 3
2012-August 6	Personnel		Y	DNR 1
2012-August 6	Litigation		Y	DNR 4
2012-August 6	Acquisition of Property (ADCO)		Y	DNR 3
2012-July 16	Acquisition of Property (United Way Lease)		Y	DNR 3
2012-July 16	Acquisition of Property (ADCO)		Y	DNR 3
2012-July 16	Acquisition of Property (Hardware Store)		Y	DNR 3
2012-July 16	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-July 16	Acquisition of Property		Y	DNR 3
2012-July 16	Personnel		Y	DNR 1
2012-July 16	Litigation (Fox Glove Lane)		Y	DNR 4
2012-July 16	Litigation		Y	DNR 4
2012-July 2	Personnel		Y	DNR 1
2012-July 2	Acquisition of Property		Y	DNR 3
2012-July 2	Litigation		Y	DNR 4
2012-June 25	Acquisition of Property		Y	DNR 3

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2012-June 25	Labor Negotiation (Fire)		Y	DNR 2
2012-June 25	Litigation		Y	DNR 4
2012-June 25	Litigation		Y	DNR 4
2012-June 25	Acquisition of Property		Y	DNR 3
2012-June 11	Acquisition of Property		Y	DNR 3
2012-June 11	Litigation		Y	DNR 4
2012-June 4	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-June 4	Litigation (Feit)		Y	DNR 4
2012-May 14	Personnel		Y	DNR 1
2012-May 14	Acquisition of Property (Adco)		Y	DNR 3
2012-May 14	Acquisition of Property (Cook County)		Y	DNR 3
2012-May 14	Labor Negotiation (Fire)		Y	DNR 2
2012-May 14	Litigation		Y	DNR 4
2012-May 14	Litigation/ Security (CN)		Y	DNR 4
2012-May 7	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-May 7	Appointments (Electrical Commission)		Y	DNR 1
2012-May 7	Personnel		Y	DNR 1
2012-May 7	Labor Negotiation (Fire)		Y	DNR 2
2012-April 23	Litigation		Y	DNR 4
2012-April 23	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-April 23	Acquisition of Property (Adco)		Y	DNR 3
2012-April 9	Personnel		Y	DNR 1
2012-April 9	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-April 9	Litigation		Y	DNR 4
2012-April 9	Labor Negotiation		Y	DNR 2
2012-April 9	Acquisition of Property (Goltra)		Y	DNR 3
2012-April 9	Acquisition of Property (Adco)		Y	DNR 3
2012-April 9	Acquisition of Property		Y	DNR 3
2012-April 2	Litigation		Y	DNR 4
2012-April 2	Labor Negotiations (Fire)		Y	DNR 2
2012-April 2	Acquisition of Property (Hough-Main)		Y	DNR 1
2012-April 2	Acquisition of Property (Barrington Bank & Trust)		Y	DNR 1
2012-April 2	Acquisition of Property (IDOT)		Y	DNR 1
2012-March 5	Personnel		Y	DNR 1
2012-March 5	Acquisition of Property (Cook Street Plaza)		Y	DNR 3
2012-March 5	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-February 27	Appointments		Y	DNR 1
2012-February 27	Litigation		Y	DNR 4
2012-February 27	Litigation (CN)		Y	DNR 4
2012-February 27	Acquisition of Property (Cook Street Plaza)		Y	DNR 3
2012-February 27	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-February 27	Personnel		Y	DNR 1
2012-February 6	Acquisition of Property (Cook Street Plaza)		Y	DNR 3
2012-February 6	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-February 6	Appointments		Y	DNR 1
2012-January 23	Litigation (North Barrington)		Y	DNR 4
2012-January 23	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-January 23	Acquisition of Property (Motor Werks)		Y	DNR 3
2012-January 17	Personnel		Y	DNR 1
2012-January 17	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-January 9	Security		Y	Security
2012-January 9	Personnel (Appointments)		Y	DNR 1
2012-January 9	Acquisition of Property (United Way Lease)		Y	DNR 3

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2012-January 9	Acquisition of Property (Flint Creek)		Y	DNR 3
2012-January 9	Acquisition of Property (Hough-Main)		Y	DNR 3
2012-January 3	Personnel (Appointments)		Y	DNR 1
2012-January 3	Personnel		Y	DNR 1
2012-January 3	Acquisition of Property (White House)		Y	DNR 3
2012-January 3	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-December 12	Personnel		Y	DNR 1
2011-December 12	Labor Negotiations		Y	DNR 2
2011-December 12	Acquisition of Property (Cook Street Plaza)		Y	DNR 3
2011-December 12	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-December 12	Personnel (Appointments)		Y	DNR 1
2011-December 12	Security		Y	Security
2011-December 12	Litigation		Y	DNR 4
2011-December 5	Litigation		Y	DNR 4
2011-December 5	Acquisition of Property		Y	DNR 3
2011-December 5	Personnel		Y	DNR 1
2011-December 5	Public Office Vacancy		Y	DNR 1
2011-December 5	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-November 28	Litigation		Y	DNR 4
2011-November 28	Personnel		Y	DNR 1
2011-November 28	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-November 21	Personnel		Y	DNR 1
2011-November 14	Litigation		Y	DNR 4
2011-November 14	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-November 14	Acquisition of Property (Smart Farm)		Y	DNR 3
2011-November 14	Personnel		Y	DNR 1
2011-November 14	Labor Negotiations (Fire)		Y	DNR 2
2011-November 7	Security		Y	DNR 5
2011-November 7	Personnel (Appointments)		Y	DNR 1
2011-November 7	Personnel		Y	DNR 1
2011-November 7	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-November 7	Litigation		Y	DNR 4
2011-November 7	Litigation (CN)		Y	DNR 4
2011-October 24	Litigation		Y	DNR 4
2011-October 24	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-October 24	Personnel		Y	DNR 1
2011-October 10	Personnel		Y	DNR 1
2011-October 10	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-October 10	Litigation (Bullseye)		Y	DNR 4
2011-October 3	Litigation		Y	DNR 4
2011-October 3	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-October 3	Personnel		Y	DNR 1
2011-September 26	Personnel		Y	DNR 1
2011-September 26	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-September 26	Acquisition of Property		Y	DNR 3
2011-September 26	Personnel (Adjudication Officer)		Y	DNR 1
2011-September 19	Personnel		Y	DNR 1
2011-September 12	Personnel		Y	DNR 1
2011-September 12	Litigation		Y	DNR 4
2011-September 12	Acquisition of Property (Adco)		Y	DNR 3
2011-September 12	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-September 6	Personnel		Y	DNR 1
2011-September 6	Litigation		Y	DNR 4

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2011-September 6	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-September 6	Acquisition of Property (Adco)		Y	DNR 3
2011-September 6	Acquisition of Property (IDOT)		Y	DNR 3
2011-August 15	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-August 15	Personnel		Y	DNR 1
2011-August 8	Litigation		Y	DNR 4
2011-August 8	Acquisition of Property (Adco)		Y	DNR 3
2011-August 8	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-July 18	Acquisition of Property (IEMA)		Y	DNR 3
2011-July 18	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-July 18	Litigation		Y	DNR 4
2011-July 18	Personnel		Y	DNR 1
2011-July 11	Personnel		Y	DNR 1
2011-July 11	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-July 11	Acquisition of Property (Adco)		Y	DNR 3
2011-July 11	Litigation		Y	DNR 4
2011-July 11	Personnel		Y	DNR 1
2011-June 27	Personnel		Y	DNR 1
2011-June 27	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-June 27	Acquisition of Property (Adco)		Y	DNR 3
2011-June 27	Litigation		Y	DNR 4
2011-June 21	Acquisition of Property		Y	DNR 3
2011-June 13	Acquisition of Property		Y	DNR 3
2011-June 6	Acquisition of Property		Y	DNR 1
2011-June 6	Personnel		Y	DNR 1
2011-June 6	Labor Negotiations		Y	DNR 2
2011-June 6	Acquisition of Property		Y	DNR 3
2011-April 25	Acquisition of Property		Y	DNR 3
2011-April 25	Acquisition of Property (Adco)		Y	DNR 3
2011-April 11	Personnel (Fire)		Y	DNR 1
2011-April 11	Personnel		Y	DNR 1
2011-April 11	Acquisition of Property (Adco)		Y	DNR 3
2011-April 4	Acquisition of Property (Chase)		Y	DNR 3
2011-April 4	Acquisition of Property (ADCO)		Y	DNR 3
2011-March 28	Litigation (CN)		Y	DNR 4
2011-March 14	Personnel		Y	DNR 1
2011-March 14	Acquisition of Property		Y	DNR 3
2011-March 14	Litigation (SSA)		Y	DNR 4
2011-March 14	Litigation (Garlands)		Y	DNR 4
2011-February 28	Acquisition of Property (114 W. Liberty)		Y	DNR 3
2011-February 28	Acquisition of Property (Shops at Flint Creek)		Y	DNR 3
2011-February 28	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-February 28	Acquisition of Property (ADCO)		Y	DNR 3
2011-February 14	Acquisition of Property (Adco)		Y	DNR 3
2011-February 7	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-February 7	Acquisition of Property		Y	DNR 3
2011-February 7	Litigation (CN)		Y	DNR 4
2011-January 24	Litigation (CN)		Y	DNR 4
2011-January 24	Personnel (BCFPD)		Y	DNR 1
2011-January 24	Acquisition of Property (ADCO)		Y	DNR 3
2011-January 10	Litigation (CN)		Y	DNR 4
2011-January 10	Personnel (BCFPD)		Y	DNR 2
2011-January 10	Acquisition of Property (ADCO)		Y	DNR 3

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2011-January 3	Acquisition of Property (Hough-Main)		Y	DNR 3
2011-January 3	Acquisition of Property (ADCO)		Y	DNR 3
2011-January 3	Personnel (Police)		Y	DNR 2
2010-December 13	Acquisition of Property (ADCO)		Y	DNR 3
2010-December 6	Acquisition of Property (ADCO)		Y	DNR 3
2010-December 6	Acquisition of Property (Route 14)		Y	DNR 3
2010-December 6	Litigation (SSA 16 & 17)		Y	DNR 1
2010-November 22	Personnel		Y	DNR 1
2010-November 22	Litigation		Y	DNR 4
2010-November 22	Appointments		Y	DNR 1
2010-November 22	Acquisition of Property (Adco)		Y	DNR 3
2010-November 22	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2010-November 22	Acquisition of Property (Stormwater)		Y	DNR 3
2010-November 8	Personnel		Y	DNR 1
2010-November 8	Litigation		Y	DNR 4
2010-November 8	Labor Negotiations (Attorneys)		Y	DNR 2
2010-November 8	Acquisition of Property (Stormwater)		Y	DNR 3
2010-November 8	Acquisition of Property (Ace)		Y	DNR 3
2010-November 8	Acquisition of Property (Cook Street Plaza)		Y	DNR 3
2010-October 25	Acquisition of Property (Stormwater)		Y	DNR 3
2010-October 25	Litigation (Canadian National)		Y	DNR 4
2010-October 25	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2010-October 11	Personnel (Budget)		Y	DNR 1
2010-October 11	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2010-October 11	Acquisition of Property (Cook Street Plaza)		Y	DNR 3
2010-October 11	Acquisition of Property (Adco)		Y	DNR 3
2010-October 4	Personnel (Budget)		Y	DNR 1
2010-September 27	Litigation (Garlands)		Y	DNR 4
2010-September 27	Litigation (Fairhaven)		Y	DNR 4
2010-September 27	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2010-September 27	Acquisition of Property (ADCo Property)		Y	DNR 3
2010-September 13	Litigation		Y	DNR 4
2010-September 13	Acquisition of Property		Y	DNR 3
2010-September 7	Personnel		Y	DNR 1
2010-September 7	Personnel		Y	DNR 1
2010-September 7	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2010-September 7	Acquisition of Property (ADCo Property)		Y	DNR 3
2010-September 7	Acquisition of Property		Y	DNR 3
2010-September 7	Acquisition of Property		Y	DNR 3
2010-September 7	Litigation (Canadian National)		Y	DNR 4
2010-September 7	Litigation (Fairhaven)		Y	DNR 4
2010-August 17	Acquisition of Property		Y	DNR 3
2010-August 17	Litigation		Y	DNR 4
2010-August 16	Litigation (Canadian National)		Y	DNR 4
2010-August 16	Acquisition of Property (ADCo Property)		Y	DNR 3
2010-August 16	Litigation		Y	DNR 4
2010-July 19	Litigation		Y	DNR 4
2010-July 19	Acquisition of Property		Y	DNR 3
2010-July 12	Acquisition of Property		Y	DNR 3
2010-July 12	Litigation		Y	DNR 4
2010-June 28	Litigation		Y	DNR 4
2010-June 28	Acquisition of Property		Y	DNR 3
2010-June 28	Litigation		Y	DNR 4

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2010-June 28	Acquisition of Property		Y	DNR 3
2010-June 7	Personnel		Y	DNR 1
2010-June 7	Litigation		Y	DNR 4
2010-June 7	Acquisition of Property		Y	DNR 3
2010-June 3	Litigation		Y	DNR 4
2010-May 10	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2010-May 10	Personnel		Y	DNR 1
2010-May 10	Litigation		Y	DNR 4
2010-April 26	Litigation (Canadian National)		Y	DNR 4
2010-April 12	Acquisition of Property		Y	DNR 3
2010-April 12	Acquisition of Property		Y	DNR 3
2010-April 5	Acquisition of Property		Y	DNR 3
2010-April 5	Acquisition of Property		Y	DNR 3
2010-April 5	Labor Negotiations (Fire)		Y	DNR 2
2010-March 15	Acquisition of Property		Y	DNR 3
2010-March 15	Acquisition of Property		Y	DNR 3
2010-February 22	Acquisition of Property		Y	DNR 3
2010-February 08	Litigation (Garlands)		Y	DNR 4
2010-January 25	Litigation (Canadian National)		Y	DNR 4
2010-January 25	Acquisition of Property		Y	DNR 3
2010-January 11	Acquisition of Property		Y	DNR 3
2010-January 11	Labor Negotiations (Fire)		Y	DNR 2
2010-January 11	Litigation (Wyngate Signs)		Y	DNR 4
2010-January 4	Litigation		Y	DNR 4
2010-January 4	Acquisition of Property		Y	DNR 3
2009-December 14	Litigation (Garlands)		Y	DNR 4
2009-December 07	Litigation (Canadian National)		Y	DNR 4
2009-December 07	Acquisition of Property		Y	DNR 3
2009-December 07	Acquisition of Property		Y	DNR 3
2009-December 07	Acquisition of Property		Y	DNR 3
2009-November 30	Personnel		Y	DNR 1
2009-November 23	Personnel		Y	DNR 1
2009-November 23	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2009-November 23	Litigation		Y	DNR 4
2009-November 23	Litigation		Y	DNR 4
2009-November 9	Acquisition of Property		Y	DNR 3
2009-November 9	Litigation		Y	DNR 4
2009-November 9	Litigation		Y	DNR 4
2009-November 2	Personnel		Y	DNR 1
2009-November 2	Personnel		Y	DNR 1
2009-November 2	Litigation (Wyngate Signs)		Y	DNR 4
2009-November 2	Labor Negotiations		Y	DNR 2
2009-October 26	Acquisition of Property		Y	DNR 3
2009-October 26	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2009-September 28	Acquisition of Property (Schurecht)		Y	DNR 3
2009-September 28	Acquisition of Property (Garlands Well Site)		Y	DNR 3
2009-September 28	Acquisition of Property (Fairhaven Well)		Y	DNR 3
2009-September 28	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2009-September 28	Litigation (Wyngate Signs)		Y	DNR 4
2009-September 28	Labor Negotiations		Y	DNR 2
2009-September 14	Litigation (Wyngate Signs)		Y	DNR 4

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2009-September 14	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2009-September 8	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2009-September 8	Personnel		Y	DNR 1
2009-September 8	Litigation		Y	DNR 4
2009-September 8	Labor Negotiations		Y	DNR 2
2009-August-17	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2009-August-17	Litigation (EPA Fines)		Y	DNR 4
2009-August-17	Personnel		Y	DNR 1
2009-August-03	Personnel (Village Manager)		Y	DNR 1
2009-August-03	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2009-July-20	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2009-Jun-22	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2009-Jun-22	Litigation (Wyngate Signs)		Y	DNR 4
2009-Jun-18	Personnel (Village Manager)		Y	DNR 1
2009-Jun-18	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2009-Jun-08	Litigation (Canadian National)		Y	DNR 4
2009-Jun-01	Labor Negotiations		Y	DNR 2
2009-May-26	Acquisition of Property (Schurecht)		Y	DNR 3
2009-May-26	Litigation (Street Lights)		Y	DNR 4
2009-May-26	Litigation (Wyngate Signs)		Y	DNR 4
2009-May-18	Personnel		Y	DNR 1
2009-May-14	Personnel		Y	DNR 1
2009-May-11	Litigation (Wyngate Signs)		Y	DNR 4
2009-May-11	Acquisition of Property (Main Street)		Y	DNR 3
2009-May-11	Personnel		Y	DNR 1
2009-May-4	Personnel		Y	DNR 1
2009-May-4	Labor Negotiations		Y	DNR 2
2009-May-4	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2009-April-27	Litigation (Park District)		Y	DNR 4
2009-April-27	Acquisition of Property (Lageschulte/ Hager)		Y	DNR 3
2009-April-27	Personnel (Police)		Y	DNR 1
2009-April-27	Labor Negotiations (Fire)		Y	DNR 2
2009-April-27	Labor Negotiations (FOP)		Y	DNR 2
2009-April-27	Litigation (Wyngate Signs)		Y	DNR 4
2009-April-20	Litigation (Fire)		Y	DNR 4
2009-April-13	Litigation (Fire)		Y	DNR 4
2009-April-13	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2009-April-13	Labor Negotiations (FOP)		Y	DNR 2
2009-April-13	Litigation (EEOC)		Y	DNR 4
2009-April-6	Litigation (School District)		Y	DNR 4
2009-April-6	Personnel (Police/Fire)		Y	DNR 1
2009-April-6	Personnel (Police)		Y	DNR 1
2009-April-6	Personnel (Police)		Y	DNR 1
2009-April-6	Labor Negotiations (Teamsters)		Y	DNR 2
2009-April-6	Acquisition of Property (Cook Street Plaza)		Y	DNR 3
2009-April-6	Acquisition of Property (Adco Property)		Y	DNR 3
2009-April-6	Acquisition of Property (West Main Street)		Y	DNR 3
2009-April-6	Acquisition of Property (Lageschulte/ Hager)		Y	DNR 3
2009-Mar-9	Personnel		Y	DNR 1
2009-Mar-9	Labor Negotiations (FOP)		Y	DNR 2
2009-Mar-9	Personnel		Y	DNR 1
2009-Feb-23	Acquisition of Property		Y	DNR 3
2009-Feb-23	Litigation (Wyngate Signs)		Y	DNR 4

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2009-Feb-23	Personnel		Y	DNR 1
2009-Feb-23	Personnel		Y	DNR 1
2009-Feb-09	Personnel		Y	DNR 1
2009-Feb-09	Acquisition of Property		Y	DNR 3
2009-Feb-05	Acquisition of Property		Y	DNR 3
2009-Feb-05	Acquisition of Property		Y	DNR 3
2009-Jan-26	Labor Negotiations (FOP)		Y	DNR 2
2009-Jan-26	Labor Negotiations (Fire)		Y	DNR 2
2009-Jan-26	Labor Negotiations (PW)		Y	DNR 2
2009-Jan-20	Acquisition of Property		Y	DNR 3
2009-Jan-20	Litigation (Canadian National)		Y	DNR 4
2009-Jan-12	Personnel		Y	DNR 1
2009-Jan-12	Labor Negotiations (Fire and Teamsters)		Y	DNR 2
2009-Jan-12	Litigation (Canadian National)		Y	DNR 4
2009-Jan-12	Litigation (Park District)		Y	DNR 4
2009-Jan-05	Acquisition of Property		Y	DNR 3
2009-Jan-05	Personnel		Y	DNR 1
2009-Jan-05	Personnel		Y	DNR 1
2009-Jan-05	Litigation (Park District)		Y	DNR 4
2009-Jan-05	Litigation (Canadian National)		Y	DNR 4
2008-Dec-15	Litigation (Park District)		Y	DNR 4
2008-Dec-15	Acquisition of Property		Y	DNR 3
2008-Dec-08	Personnel		Y	DNR 1
2008-Dec-08	Acquisition of Property		Y	DNR 3
2008-Dec-08	Litigation (Park District)		Y	DNR 4
2008-Nov-24	Personnel		Y	DNR 1
2008-Nov-24	Acquisition of Property		Y	DNR 3
2008-Nov-24	Litigation (Park District)		Y	DNR 4
2008-Nov-24	Acquisition of Property		Y	DNR 3
2008-Nov-17	Personnel (Fire)		Y	DNR 1
2008-Nov-17	Labor Negotiations (Fire)		Y	DNR 2
2008-Nov-03	Litigation (Canadian National)		Y	DNR 4
2008-Nov-03	Litigation (Park District)		Y	DNR 4
2008-Oct-31	Litigation (Canadian National)		Y	DNR 4
2008-Oct-31	Acquisition of Property		Y	DNR 3
2008-Oct-30	Litigation (Canadian National)		Y	DNR 4
2008-Oct-30	Acquisition of Property		Y	DNR 3
2008-Oct-27	Personnel		Y	DNR 1
2008-Oct-16	Acquisition of Property		Y	DNR 3
2008-Oct-13	Acquisition of Property		Y	DNR 3
2008-Oct-13	Acquisition of Property		Y	DNR 3
2008-Oct-06	Acquisition of Property		Y	DNR 3
2008-Oct-06	Litigation (Shops at Flint Creek)		Y	DNR 4
2008-Oct-06	Litigation (Park District)		Y	DNR 4
2008-Oct-01	Litigation (Park District)		Y	DNR 4
2008-Sept-25	Litigation (Park District)		Y	DNR 4
2008-Sept-25	Litigation (Library)		Y	DNR 4
2008-Sept-25	Acquisition of Property		Y	DNR 4
2008-Sept-22	Litigation		Y	DNR 4
2008-Sept-02	Litigation (Park District)		Y	DNR 4
2008-Sept-02	Acquisition of Property		Y	DNR 3
2008-Sept-02	Acquisition of Property		Y	DNR 3
2008-Sept-02	Acquisition of Property		Y	DNR 3

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2008-Sept-02	Personnel		Y	DNR 1
2008-Sept-02	Personnel		Y	DNR 1
2008-Aug-18	Personnel		Y	DNR 1
2008-Aug-18	Acquisition of Property		Y	DNR 3
2008-Aug-18	Litigation		Y	DNR 4
2008-Aug-18	Personnel		Y	DNR 1
2008-Aug-04	Acquisition of Property		Y	DNR 3
2008-Aug-04	Acquisition of Property		Y	DNR 3
2008-Aug-04	Personnel		Y	DNR 1
2008-Aug-04	Acquisition of Property		Y	DNR 3
2008-Aug-04	Litigation (Canadian National)		Y	DNR 4
2008-Jul-21	Acquisition of Property		Y	DNR 3
2008-Jul-21	Litigation		Y	DNR 4
2008-Jul-21	Litigation		Y	DNR 4
2008-Jul-21	Personnel		Y	DNR 1
2008-Jul-21	Acquisition of Property		Y	DNR 3
2008-Jul-14	Litigation (Park District)		Y	DNR 4
2008-Jul-14	Acquisition of Property		Y	DNR 3
2008-Jun-23	Acquisition of Property		Y	DNR 3
2008-Jun-23	Acquisition of Property		Y	DNR 3
2008-Jun-23	Litigation (Park District)		Y	DNR 4
2008-Jun-23	Personnel		Y	DNR 1
2008-Jun-09	Personnel		Y	DNR 1
2008-Jun-09	Acquisition of Property		Y	DNR 3
2008-Jun-09	Acquisition of Property		Y	DNR 3
2008-Jun-09	Personnel		Y	DNR 1
2008-Jun-02	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2008-Jun-02	Acquisition of Property (Champion)		Y	DNR 3
2008-May-27	Acquisition of Property (Park District)		Y	DNR 3
2008-May-27	Acquisition of Property (Library)		Y	DNR 3
2008-May-27	Acquisition of Property (Champion)		Y	DNR 3
2008-May-19	Personnel (Police)		Y	DNR 1
2008-May-19	Litigation (BCFPD Negotiations)		Y	DNR 4
2008-May-19	Litigation (Canadian National)		Y	DNR 4
2008-May-19	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2008-May-12	Personnel (Police)		Y	DNR 1
2008-May-12	Personnel (BACOG)		Y	DNR 1
2008-May-12	Litigation (Canadian National)		Y	DNR 4
2008-May-05	Acquisition of Property (Village Wells)		Y	DNR 3
2008-May-05	Acquisition of Property (Park District)		Y	DNR 3
2008-May-05	Personnel (Fire)		Y	DNR 1
2008-April-28	Litigation (TIF Grants)		Y	DNR 4
2008-April-28	Personnel (Police)		Y	DNR 1
2008-April-28	Personnel (Police)		Y	DNR 1
2008-April-28	Litigation (Canadian National)		Y	DNR 4
2008-April-14	Personnel (E&B Resignation)		Y	DNR 1
2008-April-14	Personnel (Fire)		Y	DNR 1
2008-April-14	Acquisition of Property		Y	DNR 3
2008-April-14	Acquisition of Property		Y	DNR 3
2008-April-07	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2008-April-07	Labor Negotiations (Fire)		Y	DNR 2
2008-April-07	Personnel (Fire)		Y	DNR 1
2008-April-05	Personnel (Village Manager Evaluation)		Y	DNR 1

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2008-March-10	Personnel		Y	DNR 1
2008-March-10	Personnel (Fire)		Y	DNR 1
2008-March-10	Labor Negotiations (Fire)		Y	DNR 2
2008-Feb-25	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2008-Feb-25	Acquisition of Property (Village Wells)		Y	DNR 3
2008-Feb-25	Personnel (Fire)		Y	DNR 1
2008-Feb-25	Labor Negotiations (Fire)		Y	DNR 2
2008-Feb-19	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2008-Feb-19	Litigation (Canadian National)		Y	DNR 4
2008-Feb-11	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2008-Feb-11	Acquisition of Property (Chase)		Y	DNR 3
2008-Feb-11	Litigation (Canadian National)		Y	DNR 4
2008-Feb-04	Personnel (Police)		Y	DNR 1
2008-Feb-04	Personnel (Public Works)		Y	DNR 1
2008-Feb-04	Litigation (Canadian National)		Y	DNR 4
2008-Jan-28	Acquisition of Property (Village Wells)		Y	DNR 3
2008-Jan-28	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2008-Jan-28	Personnel (Police)		Y	DNR 1
2007-Dec-13	Personnel (Public Works)		Y	DNR 1
2007-Dec-10	Litigation (School District)		Y	DNR 4
2007-Dec-10	Acquisition of Property (Village Wells)		Y	DNR 3
2007-Dec-03	Litigation (Flooding)		Y	DNR 4
2007-Dec-03	Litigation (IEPA Violations)		Y	DNR 4
2007-Dec-03	Acquisition of Property (Route 14)		Y	DNR 3
2007-Dec-03	Litigation (Canadian National)		Y	DNR 4
2007-Nov-26	Acquisition of Property (Chase)		Y	DNR 3
2007-Nov-26	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2007-Nov-26	Litigation (Canadian National)		Y	DNR 4
2007-Nov-26	Personnel		Y	DNR 1
2007-Nov-26	Personnel		Y	DNR 1
2007-Nov-12	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2007-Nov-12	Litigation (Canadian National)		Y	DNR 4
2007-Nov-05	Litigation (Flooding)		Y	DNR 4
2007-Nov-05	Litigation (Whistleblower)		Y	DNR 4
2007-Nov-05	Litigation (Curielli)		Y	DNR 4
2007-Nov-05	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2007-Nov-05	Litigation (Canadian National)		Y	DNR 4
2007-Oct-22	Litigation (Flooding)		Y	DNR 4
2007-Oct-22	Personnel (Fire)		Y	DNR 1
2007-Oct-18	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2007-Oct-18	Litigation (Canadian National)		Y	DNR 4
2007-Oct-08	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2007-Oct-08	Litigation (Canadian National)		Y	DNR 4
2007-Oct-08	Personnel (Village Manager Evaluation)		Y	DNR 1
2007-Sept-24	Personnel (Police)		Y	DNR 1
2007-Sept-24	Personnel (Reorganization)		Y	DNR 1
2007-Sept-24	Personnel (Village Manager Evaluation)		Y	DNR 1
2007-Sept-20	Personnel (Village Manager Evaluation)		Y	DNR 1
2007-Sept-10	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2007-Sept-10	Personnel (Village Manager Evaluation)		Y	DNR 1
2007-Sept-10	Acquisition of Property (Champion)		Y	DNR 3
2007-Aug-27	Litigation (Flooding)		Y	DNR 4
2007-Aug-20	Litigation (IEPA Violations)		Y	DNR 4

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2007-Aug-06	Acquisition of Property (Champion)		Y	DNR 3
2007-Aug-06	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2007-Aug-06	Personnel (Police)		Y	DNR 1
2007-Jul-23	Litigation (IEPA Violations)		Y	DNR 4
2007-Jul-23	Personnel (Fire)		Y	DNR 1
2007-Jul-18	Personnel (Village Manager Evaluation)		Y	DNR 1
2007-Jul-02	Personnel		Y	DNR 1
2007-June-28	Personnel (Reorganization)		Y	DNR 1
2007-June-25	Acquisition of Property		Y	DNR 3
2007-June-11	Acquisition of Property		Y	DNR 3
2007-May-17	Acquisition of Property (Champion)		Y	DNR 3
2007-May-14	Personnel		Y	DNR 1
2007-May-14	Personnel		Y	DNR 1
2007-May-14	Personnel (Appointments)		Y	DNR 1
2007-May-14	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2007-April-23	Personnel		Y	DNR 1
2007-April-23	Personnel		Y	DNR 1
2007-April-16	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2007-April-2	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2007-Jan-22	Labor Negotiations (Fire)		Y	DNR 2
2007-Jan-22	Acquisition of Property (Hough/Main Project)		Y	DNR 3
2007-Jan-08	Personnel (Ethics Board Appointment)		Y	DNR 1
2007-Jan-08	Labor Negotiations (Police)		Y	DNR 2
2007-Jan-08	Personnel (Reorganization)		Y	DNR 1
2006-Dec-11	Personnel		Y	DNR 1
2006-Dec-11	Acquisition of Property		Y	DNR 3
2006-Dec-11	Litigation (Wool Street)		Y	DNR 4
2006-Nov-27	Litigation		Y	DNR 4
2006-Sep-25	Personnel		Y	DNR 1
2006-Sep-11	Acquisition of Property		Y	DNR 3
2006-Sep-11	Personnel		Y	DNR 1
2006-Sep-11	Labor Negotiations		Y	DNR 2
2006-Sep-11	Personnel		Y	DNR 1
2006-Aug-28	Litigation		Y	DNR 4
2006-Aug-28	Labor Negotiations		Y	DNR 2
2006-Aug-28	Personnel		Y	DNR 1
2006-Jul-24	Labor Negotiations (Fire)		Y	DNR 2
2006-Jul-24	Personnel (Economic Development)		Y	DNR 1
2006-Jul-24	Labor Negotiations (Police)		Y	DNR 2
2006-Jul-24	Personnel		Y	DNR 1
2006-Jun-26	Personnel (Village Manager Evaluation)		Y	DNR 1
2006-Jun-12	Personnel (Village Manager Evaluation)		Y	DNR 1
2006-Jun-12	Personnel (Economic Development)		Y	DNR 1
2006-Jun-12	Litigation		Y	DNR 4
2006-May-08	Personnel (Village Manager Evaluation)		Y	DNR 1
2006-May-08	Personnel (Economic Development)		Y	DNR 1
2006-Apr-24	Personnel (Village Manager Evaluation)		Y	DNR 1
2006-Apr-24	Personnel		Y	DNR 1
2006-Mar-13	Labor Negotiations (Fire & Police)		Y	DNR 2
2006-Feb-27	Personnel (Village Manager Evaluation)		Y	DNR 1
2006-Feb-27	Personnel (Intern)		Y	DNR 1
2006-Feb-27	Personnel		Y	DNR 1
2006-Jan-23	Personnel (Village Manager Evaluation)		Y	DNR 1

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Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2006-Jan-23	Litigation (Fire Tax)		Y	DNR 4
2006-Jan-23	Litigation (Reagle)		Y	DNR 4
2006-Jan-23	Litigation		Y	DNR 4
2006-Jan-09	Personnel (Fire)		Y	DNR 1
2005-Dec-12	Acquisition of Property (Liberty Street)		Y	DNR 3
2005-Dec-05	Acquisition of Property (Redevelopment Area One)		Y	DNR 3
2005-Dec-05	Acquisition of Property (Liberty Street)		Y	DNR 3
2005-Dec-05	Personnel (Police)		Y	DNR 1
2005-Dec-05	Personnel (Fire)		Y	DNR 1
2005-Nov-28	Acquisition of Property (Liberty Street)		Y	DNR 3
2005-Nov-28	Labor Negotiations		Y	DNR 2
2005-Nov-28	Acquisition of Property		Y	DNR 3
2005-Nov-14	Personnel		Y	DNR 1
2005-Nov-14	Acquisition of Property		Y	DNR 3
2005-Oct-24	Personnel		Y	DNR 2
2005-Oct-24	Litigation		Y	DNR 4
2005-Oct-10	Personnel		Y	DNR 1
2005-Oct-10	Acquisition of Property (Liberty Street)		Y	DNR 3
2005-Sep-26	Acquisition of Property (Redevelopment Area One)		Y	DNR 3
2005-Jul-06	Personnel - Village Manager Employment		Y	DNR 1
2005-Jul-06	Personnel - Resignation of Jeff O'Brien		Y	DNR 1
2005-Jun-27	Personnel		Y	DNR 1
2005-Jun-27	Litigation		Y	DNR 4
2005-Jun-13	Personnel		Y	DNR 1
2005-Jun-13	Litigation		Y	DNR 4
2005-May-23	BCFPD discussion		Y	DNR 1
2005-May-23	Personnel		Y	DNR 1
2005-Apr-11	Litigation - Fire Pension Matter		Y	DNR 4
2005-Apr-11	Collective Bargaining - Public Works Negotiations		Y	DNR 2
2005-Apr-11	Litigation - Reagle vs VOB		Y	DNR 4
2005-Mar-28	Personnel		Y	DNR 1
2005-Mar-28	Litigation		Y	DNR 4
2005-Feb-28	Acquisition of Property (Miller Property)		Y	DNR 3
2005-Feb-28	Public Works Negotiations		Y	DNR 2
2005-Feb-28	Personnel		Y	DNR 1
2005-Feb-28	Personnel		Y	DNR 1
2005-Jan-24	Litigation & Negotiations		Y	DNR 1
2005-Jan-10	Personnel - Legal Counsel		Y	DNR 1
2004-Dec-13	Security		Y	DNR 5
2004-Nov-22	Security		Y	DNR 5
2004-Nov-08	Personnel & Litigation		Y	DNR 1 & 4
2004-Oct-25	Litigation		Y	DNR 4
2004-Oct-25	Litigation		Y	DNR 4
2004-Oct-11	Personnel		Y	DNR 1
2004-Aug-23	Litigation		Y	DNR 4
2004-Aug-09	Litigation		Y	DNR 4
2004-Jun-28	Litigation		Y	DNR 4
2004-May-24	Personnel & Litigation		Y	DNR 1 & 4
2004-Apr-26	Personnel & Litigation		Y	DNR1 & 4
2004-Feb-23	Personnel		Y	DNR 1
2004-Jan-12	Personnel & Litigation		Y	DNR 1 & 4
2003-Nov-24	Personnel		Y	DNR 1
2003-Oct-03	Personnel		Y	DNR 1

## Closed Session Minutes To Remain Confidential

Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2003-Oct-02	Personnel		Y	DNR 1
2003-Sep-30	Personnel		Y	DNR 1
2003-Sep-26	Personnel		Y	DNR 1
2003-Aug-28	Personnel - Village Manager		Y	DNR 1
2003-Aug-28	Litigation		Y	DNR 4
2003-Jun-23	Personnel - Village Manager		Y	DNR 1
2003-Jun-23	Shared Services Agreement - Inverness		Y	DNR 2
2003-Jun-17	Village Manager Evaluation		Y	DNR 1
2003-Jun-09	Personnel - Village Manager		Y	DNR 1
2003-Jun-09	Personnel		Y	DNR 1
2003-Apr-14	Litigation		Y	DNR 4
2003-Feb-24	Personnel		Y	DNR 2
2003-Feb-11	Village Manager Recruitment		Y	DNR 1
2003-Feb-10	Acquisition of Property (Burpee)		Y	DNR 3
2003-Jan-27	Village Manager Recruitment		Y	DNR 1
2003-Jan-27	Personnel		Y	DNR 1
2003-Jan-13	Litigation		Y	DNR 4
2003-Jan-13	FOP Negotiations		Y	DNR 2
2002-Dec-16	Acquisition of Property (Goltra)		Y	DNR 3
2002-Nov-11	Village Manager		Y	DNR 1
2002-Jul-15	FOP Negotiations		Y	DNR 2
2002-Jul-15	Village Manager Evaluation		Y	DNR 1
2002-Jul-15	Labor Negotiations (Fire)		Y	DNR 2
2002-Jun-17	Acquisition of Property (Goltra)		Y	DNR 3
2002-Jun-17	Acquisition of Property (LaSalle/ Panker)		Y	DNR 3
2002-May-28	Village Manager Evaluation		Y	DNR 1
2002-May-13	Acquisition of Property (Burpee)		Y	DNR 3
2002-May-13	Village Manager Evaluation		Y	DNR 1
2002-Apr-08	Personnel		Y	DNR 1
2002-Feb-11	Collective Negotiating Matters (Public Works)		Y	DNR 2
2002-Feb-11	Collective Negotiating Matters (FOP)		Y	DNR 2
2002-Feb-11	Personnel		Y	DNR 1
2001-Dec-10	Land Acquisition (Burpee)		Y	DNR 3
2001-Nov-26	Land Acquisition (Burpee)		Y	DNR 3
2001-Oct-22	Labor Negotiations (Public Works)		Y	DNR 2
2001-Aug-29	Labor Negotiations (Public Works/ FOP)		Y	DNR 2
2001-Apr-09	Personnel		Y	DNR 1
2001-Apr-09	Acquisition of Property		Y	DNR 3
2001-Feb-26	Acquisition of Property		Y	DNR 3
2001-Feb-26	Village Manager		Y	DNR 1
2001-Feb-12	Collective Negotiating Matters		Y	DNR 2
2000-Dec-18	Development		Y	DNR 3
2000-Dec-04	Land Acquisition		Y	DNR 3
2000-Nov-13	Acquisition of Property (Redevelopment Area One)		Y	DNR 3
2000-Oct-23	Village Manager Evaluation		Y	DNR 1
2000-Oct-09	Sale of Property		Y	DNR 3
2000-Oct-09	Acquisition of Property (Goltra)		Y	DNR 3
2000-Oct-09	Village Manager Salary		Y	DNR 1
2000-Sep-25	Collective Negotiating Matters		Y	DNR 2
2000-Sep-25	Acquisition of Property (Goltra)		Y	DNR 3
2000-Aug-14	Collective Negotiating Matters		Y	DNR 2
2000-Jun-26	Purchase or Lease of Real Property		Y	DNR 3
2000-Jun-12	Personnel		Y	DNR 1

## Closed Session Minutes To Remain Confidential

Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2000-Jun-12	Collective Negotiating Matters		Y	DNR 2
2000-May-22	Village Manager Goals		Y	DNR 1
2000-Apr-10	Personnel		Y	DNR 1
2000-Apr-10	Village Manager Goals		Y	DNR 1
2000-Feb-14	Personnel		Y	DNR 1
2000-Jan-10	Acquisition of Property		Y	DNR 3
2000-Jan-10	Personnel		Y	DNR 1
1999-Dec-13	Acquisition of Property		Y	DNR 3
1999-Nov-22	Personnel		Y	DNR 1
1999-Nov-08	Personnel		Y	DNR 1
1999-Aug-23	Personnel		Y	DNR 1
1999-Jun-28	Litigation		Y	DNR 4
1999-Jun-28	Personnel		Y	DNR 1
1999-Jun-28	Village Manager Goals		Y	DNR 1
1999-Jun-14	Village Manager Evaluation		Y	DNR 1
1998-Oct-26	Sale or Lease of Property		Y	DNR 3
1998-Jul-20	Personnel Litigation		Y	DNR 1
1998-Jul-20	Village Manager Goals		Y	DNR 1
1998-Jun-22	Litigation		Y	DNR 4
1998-Jun-22	Village Manager Goals		Y	DNR 1
1998-Jun-08	Personnel		Y	DNR 1
1998-Jun-08	Acquisition of Property		Y	DNR 3
1998-Jun-08	Village Manager Performance		Y	DNR 1
1998-May-26	Litigation		Y	DNR 4
1998-May-26	Village Manager Performance		Y	DNR 1
1998-May-11	Litigation		Y	DNR 4
1998-May-11	Personnel		Y	DNR 1
1998-Mar-16	Probable Litigation		Y	DNR 4
1998-Mar-16	Personnel Litigation		Y	DNR 1
1997-Oct-27	Probable Litigation		Y	DNR 4
1997-Oct-27	Village Manager		Y	DNR 1
1997-Oct-27	Village Manager Interviews		Y	DNR 1
1997-Oct-13	Personnel Litigation		Y	DNR 1
1997-Oct-13	Village Manager Interviews		Y	DNR 1
1997-Sep-08	FOP Negotiations		Y	DNR 2
1997-Sep-08	Village Manager Applicants		Y	DNR 1
1997-Aug-25	FOP Negotiations		Y	DNR 2
1997-Aug-25	Personnel		Y	DNR 1
1997-Aug-25	Village Manager		Y	DNR 1
1997-Aug-11	Personnel		Y	DNR 1
1997-Aug-11	Village Manager		Y	DNR 1
1997-Jul-21	Personnel		Y	DNR 1
1997-Jul-21	Personnel		Y	DNR 1
1997-Jul-03	Personnel Litigation		Y	DNR 1
1997-May-27	Personnel		Y	DNR 1
1997-Mar-17	Village Manager Performance		Y	DNR 1
1997-Mar-10	Village Manager Performance		Y	DNR 1
1997-Feb-24	Village Manager Performance		Y	DNR 1
1997-Feb-10	Pending Litigation		Y	DNR 4
1997-Feb-10	Personnel		Y	DNR 1
1997-Feb-10	Village Manager Performance		Y	DNR 1
1997-Jan-27	Personnel		Y	DNR 1
1997-Jan-27	Village Manager Performance		Y	DNR 1

## Closed Session Minutes To Remain Confidential

Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
1997-Jan-13	Personnel		Y	DNR 1
1996-Sep-09	Village Manager Goals		Y	DNR 1
1996-Aug-26	Labor Negotiations		Y	DNR 2
1996-Aug-26	Labor Negotiations		Y	DNR 2
1996-Jul-22	Labor Negotiations		Y	DNR 2
1996-Jul-22	Village Manager Evaluation		Y	DNR 1
1996-Jun-24	Village Manager Evaluation		Y	DNR 1
1996-May-28	Village Manager Evaluation		Y	DNR 1
1996-May-13	Personnel Litigation		Y	DNR 1
1996-May-13	Village Manager Evaluation		Y	DNR 1
1995-Nov-13	Labor Negotiations		Y	DNR 2
1995-Aug-28	Village Manager Goals		Y	DNR 1
1995-Jul-24	Village Manager Evaluation		Y	DNR 1
1995-Jul-24	Village Manager Evaluation		Y	DNR 1
1995-Jun-26	Village Manager Evaluation		Y	DNR 1
1994-Dec-12	Personnel		Y	DNR 1
1994-Jun-27	Fire Chief Selection Process		Y	DNR 1
1994-Jun-27	Village Manager Goals		Y	DNR 1
1994-Jun-13	FOP Negotiations		Y	DNR 2
1994-Jun-13	Fire Chief Selection Process		Y	DNR 1
1994-Jun-13	Village Manager Compensation		Y	DNR 1
1994-May-23	Village Manager Evaluation		Y	DNR 1
1994-May-22	Labor Negotiations		Y	DNR 2
1994-May-22	Labor Negotiations		Y	DNR 2
1994-May-22	Village Manager Evaluation		Y	DNR 1
1994-May-09	Village Manager Evaluation		Y	DNR 1
1993-Dec-20	Personnel		Y	DNR 1
1993-Oct-25	Personnel		Y	DNR 1
1993-Oct-11	Contract Negotiations		Y	DNR 2
1993-Oct-11	Personnel		Y	DNR 1
1993-Apr-12	Labor Negotiations		Y	DNR 2
1993-Mar-08	Personnel		Y	DNR 1
1993-Mar-08	Possible Litigation - Flooding		Y	DNR 4
1993-Feb-08	Personnel		Y	DNR 1
1993-Jan-25	Labor Negotiations		Y	DNR 2
1993-Jan-25	Personnel		Y	DNR 1
1993-Jan-11	Village Manager Recruitment		Y	DNR 1
1993-Jan-11	Labor Negotiations		Y	DNR 2
1992-Oct-26	Manager Search		Y	DNR 1
1992-Oct-12	Personnel (Police)		Y	DNR 1
1992-Oct-12	Personnel (Fire)		Y	DNR 1
1992-Aug-24	Personnel		Y	DNR 1
1992-Aug-24	FOP Negotiations		Y	DNR 2
1992-Aug-24	Village Manager Recruitment		Y	DNR 1
1992-Aug-10	Personnel		Y	DNR 1
1992-Jul-27	FOP Negotiations		Y	DNR 2
1992-Jul-27	Personnel		Y	DNR 1
1992-Jul-27	Village Manager Recruitment		Y	DNR 1
1992-Jun-22	FOP Negotiations		Y	DNR 2
1992-May-26	Personnel		Y	DNR 1
1992-May-26	Village Manager Evaluation		Y	DNR 1
1991-Nov-25	Personnel		Y	DNR 1
1991-Apr-22	Personnel		Y	DNR 1

## Closed Session Minutes To Remain Confidential

Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
1991-Jan-14	FOP Negotiations		Y	DNR 2
1990-Dec-17	Litigation		Y	DNR 4
1990-Nov-12	FOP Negotiations		Y	DNR 2
1989-Oct-23	Litigation		Y	DNR 4
1989-Sep-25	Litigation		Y	DNR 4
1988-May-09	Personnel		Y	DNR 1
1988-Mar-14	Personnel		Y	DNR 1
1987-Jul-27	Litigation - BFD		Y	DNR 4
1987-Mar-09	Litigation - Collective Bargaining Update		Y	DNR 2
1985-Jul-08	Personnel		Y	DNR 1
1985-Jul-08	Village Manager Performance		Y	DNR 1
1985-May-28	Personnel		Y	DNR 1
1985-Apr-08	Litigation		Y	DNR 4
1985-Apr-08	Personnel		Y	DNR 1
1985-Mar-25	Litigation		Y	DNR 4
1985-Feb-11	Personnel		Y	DNR 1
1985-Feb-11	Personnel		Y	DNR 1
1984-Sep-25	Personnel		Y	DNR 1
1984-Apr-23	Village Manager Evaluation		Y	DNR 1
1984-Apr-23	Personnel		Y	DNR 1
1984-Feb-27	Personnel Litigation		Y	DNR 1
1984-Feb-27	Acquisition of Property		Y	DNR 3
1983-Nov-14	Personnel		Y	DNR 1
1983-Oct-10	Litigation		Y	DNR 4
1983-Sep-26	Personnel Litigation		Y	DNR 1
1983-Apr-11	Personnel		Y	DNR 1
1983-Apr-11	Personnel		Y	DNR 1
1983-Mar-29	Litigation		Y	DNR 4
1983-Feb-14	Personnel		Y	DNR 1

**Exhibit B**  
**(Closed Session Minutes to be Released)**

## Portions of Closed Session Minutes To Be Released

Meeting Date	Description	Released Date	Remain Confidential	Reason Not To Release
2014-December 15	Closed Session Minutes	15-0622	N	
2015-January 12	Closed Session Minutes	15-0622	N	
2015-January 26	Closed Session Minutes	15-0622	N	
2015-February 9	Closed Session Minutes	15-0622	N	
2015-February 23	Closed Session Minutes	15-0622	N	
2015-March 2	Closed Session Minutes	15-0622	N	
2015-March 16	Closed Session Minutes	15-0622	N	
2015-April 6	Closed Session Minutes	15-0622	N	
2015-April 13	Closed Session Minutes	15-0622	N	
2015-April 27	Closed Session Minutes	15-0622	N	
2015-May 4	Closed Session Minutes	15-0622	N	
2015-May 11	Closed Session Minutes	15-0622	N	
2015-June 1	Closed Session Minutes	15-0622	N	

**Exhibit C**  
**(Specific Verbatim Records Hereby Authorized for Destruction)**

## Closed Session Minutes Audio Recordings to be Destroyed

### Meeting Date

24-Jun-2013  
1-Jul-2013  
8-Jul-2013  
15-Jul-2013  
19-Aug-2013  
3-Sep-2013  
9-Sep-2013  
23-Sep-2013  
7-Oct-2013  
14-Oct-2013  
28-Oct-2013  
4-Nov-2013  
11-Nov-2013  
25-Nov-2013  
16-Dec-2013



# BARRINGTON

## Agenda Report

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To: Village President and Board of Trustees

From: Jason Hayden, Director of Community & Financial Services

Subject: Water & Sewer and Recycling & Refuse Rate Increases for 2015

Date: June 22, 2015

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### BACKGROUND/HISTORY

Included in the revenue estimate for the 2015 budget was an assumption that the consumption charge for water and sewer services would increase 2.00% to offset continuing increases for personnel, contractual services, commodities, and infrastructure improvement costs. In addition, the 2015 revenue estimate assumed that an additional 3.5% increase would occur in 2015 to provide funding for the issuance of \$8.0 million in Alternate Revenue Source Bonds (Water and Sewer User Charges) that will be used for capital projects. The revenue estimate for the 2015 budget included \$5,150,000 for water and sewer user charges. The assumptions underpinning the estimated revenue included consumption of approximately 470,000,000 gallons in 2015 (the five year average) combined with the rate increases.

The \$8.0 million in ARS bonds that will be issued in 2015 will increase expenses in the Water & Sewer Fund by approximately \$585,000 per year for the additional debt service costs (Please see Attachment A. Amortization Schedule). This equals 11.85% of the \$4,936,288 in revenue received in 2014. The rates increases that would occur if the attached Ordinance is approved (5.5% in 2015, 2016, and 2017) would provide approximately \$690,000 in revenue, assuming consumption remains stable. This should provide sufficient revenue to offset the additional debt service expenses for the bonds and also provide an additional \$100,000 to cover increases in other operational costs.

The rate increase Ordinance will increase rates by 5.5% on July 1<sup>st</sup> of 2015, 2016, and 2017. When marketing the Alternate Revenue Bonds it will be important to be able to tell potential purchasers of the bonds that increases to the Village's rate structure to provide funding for the debt service of the bonds have already been approved by the Village Board.

The impact of the rate increases in 2015, 2016, and 2017 are displayed in Attachment B; the cost for a resident with a ¾" meter will increase by \$4.80 in 2015, \$5.10 in 2016, and \$5.30 in 2017 for each bi-monthly billing cycle if the Ordinance is approved. Attachment C displays the rates for selected North and Northwest Suburban Municipalities for 2014 and 2015. This attachment illustrates that the proposed rate increases are not unusual when compared to the increases that have occurred in other communities from 2014 to 2015 (the average for the group is 6.7% and the median is 5.4%).

The final attachment, Attachment D, displays the results from a survey of water rates from area municipalities. Barrington has one of the higher rates in the area due to the base charge which is unique amongst the surveyed communities. Many other municipalities have a minimum charge that includes some gallons of consumption as part of the minimum charge whereas Barrington's base charge is added to the charge for consumption without including

any gallons of consumption. This minimum charge causes the Barrington rate to be higher than most other municipalities.

However, it should be noted that the rates from other local municipalities have increased significantly in the last couple of years and the rates in Mount Prospect, Lake Zurich and Wauconda have surpassed Barrington's (in previous years, Barrington rates were the highest in the area). If the entire group of municipalities is examined and property taxes paid to MWRD are factored in, Barrington is approximately \$7 per billing cycle above the average cost for 10,000 gallons of consumption for a 5/8" meter and there are three municipalities with higher rates. All of the municipalities that use Lake Michigan water from Chicago have recently increased rates significantly due to the increases being charged by the City. The proposed rate increase will only impact the consumption portion of the rates (the charge per 1,000 gallons of consumption). The base charge will remain the same and the intent is to keep the base rate the same for many years so that eventually other utilities equal or surpass our base rate and the base rate is a much smaller component of a customer's utility bill.

Calculations showing the effect of the 5.50% increase in the consumption charge in 2015 for the two most common meter types for 10,000 gallons of consumption are illustrated below:

5/8" meter current rate	Base charge $\$22.12 + (10 \times 8.63 = \$86.30) = \$108.42$
5/8" meter after 2% increase	Base charge $\$22.12 + (10 \times 9.11 = \$91.10) = \$113.22$
3/4" meter current rate	Base charge $\$31.58 + (10 \times 8.63 = \$86.30) = \$117.88$
3/4" meter after 2% increase	Base charge $\$31.58 + (10 \times 9.11 = \$91.10) = \$122.68$

For both meter sizes, the effect of the 5.5% rate increase will be an additional \$4.80 per billing cycle for 10,000 gallons of consumption, or an increase of \$28.80 per year.

**RECOMMENDATION**

Based on the information discussed in this memo, Staff recommends that the Board proceed with approving the Ordinance which will increase rates by 5.5% in 2015, 2016, and 2017. Approving the Ordinances provides a source of revenue in the Water & Sewer Fund to offset the increase in debt service costs that will arise from the issuance of the Alternate Revenue Bonds for capital expenses.

**ATTACHMENTS**

- Attachment A. Barrington ARS Bonds Amortization Schedule
- Attachment B. Water & Sewer Rate Increase History, 2002 to 2017 (as proposed)
- Attachment C. Analysis of Water & Sewer Rates for Selected Northwest Suburban Municipalities, 2014 to 2015
- Attachment D. Survey of Community Water Rates
- An Ordinance Amending Title 1, "Administration", of the Barrington Village Code (RE: Title 1, Chapter 14, "Fees, Charges, Deposits, and Other Amounts Payable to the Village", and Specifically, "Title 9, Water and Sewer", Relative to Water and Sewer Rates)

# Attachment A. Barrington ARS Bonds Amortization Schedule

Enter values	
Loan amount	\$ 8,000,000.00
Annual interest rate	4.00 %
Loan period in years	20
Number of payments per year	2
Start date of loan	9/1/2015
Optional extra payments	

Loan summary	
Scheduled payment	\$ 292,445.98
Scheduled number of payments	40
Actual number of payments	40
Total early payments	\$ -
Total interest	\$ 3,697,839.30

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	3/1/2016	\$ 8,000,000.00	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 132,445.98	\$ 160,000.00	\$ 7,867,554.02	\$ 160,000.00
2	9/1/2016	\$ 7,867,554.02	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 135,094.90	\$ 157,351.08	\$ 7,732,459.12	\$ 317,351.08
3	3/1/2017	\$ 7,732,459.12	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 137,796.80	\$ 154,649.18	\$ 7,594,662.32	\$ 472,000.26
4	9/1/2017	\$ 7,594,662.32	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 140,552.74	\$ 151,893.25	\$ 7,454,109.58	\$ 623,893.51
5	3/1/2018	\$ 7,454,109.58	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 143,363.79	\$ 149,082.19	\$ 7,310,745.79	\$ 772,975.70
6	9/1/2018	\$ 7,310,745.79	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 146,231.07	\$ 146,214.92	\$ 7,164,514.72	\$ 919,190.62
7	3/1/2019	\$ 7,164,514.72	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 149,155.69	\$ 143,290.29	\$ 7,015,359.03	\$ 1,062,480.91
8	9/1/2019	\$ 7,015,359.03	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 152,138.80	\$ 140,307.18	\$ 6,863,220.23	\$ 1,202,788.09
9	3/1/2020	\$ 6,863,220.23	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 155,181.58	\$ 137,264.40	\$ 6,708,038.65	\$ 1,340,052.50
10	9/1/2020	\$ 6,708,038.65	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 158,285.21	\$ 134,160.77	\$ 6,549,753.45	\$ 1,474,213.27
11	3/1/2021	\$ 6,549,753.45	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 161,450.91	\$ 130,995.07	\$ 6,388,302.53	\$ 1,605,208.34
12	9/1/2021	\$ 6,388,302.53	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 164,679.93	\$ 127,766.05	\$ 6,223,622.60	\$ 1,732,974.39
13	3/1/2022	\$ 6,223,622.60	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 167,973.53	\$ 124,472.45	\$ 6,055,649.07	\$ 1,857,446.84
14	9/1/2022	\$ 6,055,649.07	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 171,333.00	\$ 121,112.98	\$ 5,884,316.07	\$ 1,978,559.82
15	3/1/2023	\$ 5,884,316.07	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 174,759.66	\$ 117,686.32	\$ 5,709,556.41	\$ 2,096,246.14
16	9/1/2023	\$ 5,709,556.41	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 178,254.85	\$ 114,191.13	\$ 5,531,301.55	\$ 2,210,437.27
17	3/1/2024	\$ 5,531,301.55	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 181,819.95	\$ 110,626.03	\$ 5,349,481.60	\$ 2,321,063.30
18	9/1/2024	\$ 5,349,481.60	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 185,456.35	\$ 106,989.63	\$ 5,164,025.25	\$ 2,428,052.93
19	3/1/2025	\$ 5,164,025.25	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 189,165.48	\$ 103,280.51	\$ 4,974,859.77	\$ 2,531,333.44
20	9/1/2025	\$ 4,974,859.77	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 192,948.79	\$ 99,497.20	\$ 4,781,910.99	\$ 2,630,830.64
21	3/1/2026	\$ 4,781,910.99	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 196,807.76	\$ 95,638.22	\$ 4,585,103.23	\$ 2,726,468.86
22	9/1/2026	\$ 4,585,103.23	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 200,743.92	\$ 91,702.06	\$ 4,384,359.31	\$ 2,818,170.92
23	3/1/2027	\$ 4,384,359.31	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 204,758.80	\$ 87,687.19	\$ 4,179,600.51	\$ 2,905,858.11
24	9/1/2027	\$ 4,179,600.51	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 208,853.97	\$ 83,592.01	\$ 3,970,746.54	\$ 2,989,450.12
25	3/1/2028	\$ 3,970,746.54	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 213,031.05	\$ 79,414.93	\$ 3,757,715.49	\$ 3,068,865.05
26	9/1/2028	\$ 3,757,715.49	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 217,291.67	\$ 75,154.31	\$ 3,540,423.81	\$ 3,144,019.36
27	3/1/2029	\$ 3,540,423.81	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 221,637.51	\$ 70,808.48	\$ 3,318,786.31	\$ 3,214,827.83
28	9/1/2029	\$ 3,318,786.31	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 226,070.26	\$ 66,375.73	\$ 3,092,716.05	\$ 3,281,203.56
29	3/1/2030	\$ 3,092,716.05	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 230,591.66	\$ 61,854.32	\$ 2,862,124.39	\$ 3,343,057.88
30	9/1/2030	\$ 2,862,124.39	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 235,203.49	\$ 57,242.49	\$ 2,626,920.90	\$ 3,400,300.37
31	3/1/2031	\$ 2,626,920.90	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 239,907.56	\$ 52,538.42	\$ 2,387,013.33	\$ 3,452,838.79
32	9/1/2031	\$ 2,387,013.33	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 244,705.72	\$ 47,740.27	\$ 2,142,307.62	\$ 3,500,579.05
33	3/1/2032	\$ 2,142,307.62	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 249,599.83	\$ 42,846.15	\$ 1,892,707.79	\$ 3,543,425.20
34	9/1/2032	\$ 1,892,707.79	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 254,591.83	\$ 37,854.16	\$ 1,638,115.96	\$ 3,581,279.36
35	3/1/2033	\$ 1,638,115.96	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 259,683.66	\$ 32,762.32	\$ 1,378,432.30	\$ 3,614,041.68
36	9/1/2033	\$ 1,378,432.30	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 264,877.34	\$ 27,568.65	\$ 1,113,554.96	\$ 3,641,610.33
37	3/1/2034	\$ 1,113,554.96	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 270,174.88	\$ 22,271.10	\$ 843,380.08	\$ 3,663,881.42
38	9/1/2034	\$ 843,380.08	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 275,578.38	\$ 16,867.60	\$ 567,801.70	\$ 3,680,749.03
39	3/1/2035	\$ 567,801.70	\$ 292,445.98	\$ -	\$ 292,445.98	\$ 281,089.95	\$ 11,356.03	\$ 286,711.75	\$ 3,692,105.06
40	9/1/2035	\$ 286,711.75	\$ 292,445.98	\$ -	\$ 286,711.75	\$ 280,977.51	\$ 5,734.23	\$ -	\$ 3,697,839.30

**Attachment B. Water & Sewer Rate Increase History, 2002 - 2017 (as proposed)**

Analysis of Bi-Monthly Rates for Basic 3/4" Meter (used for most residences in Barrington, based on 10,000 gallons of consumption over two months)

Year					Consumption Charge				Cost for 10,000 Gallons of Consumption				
	Water	Sewer	Total	% Increase	Water	Sewer	Total	% Increase	Base Charge	Flow Charge	Total	% Increase	
2002	18.88	6.50	25.38	0.00%	1.95	3.66	5.61	7.27%	25.38	56.10	81.48	21.21%	
2003	18.88	6.50	25.38	0.00%	1.99	3.74	5.73	2.14%	25.38	57.30	82.68	1.47%	
2004	18.88	6.50	25.38	0.00%	2.03	3.82	5.85	2.09%	25.38	58.50	83.88	1.45%	
2005	18.88	6.50	25.38	0.00%	2.09	3.93	6.02	2.91%	25.38	60.20	85.58	2.03%	
2006	18.88	6.50	25.38	0.00%	2.15	4.05	6.20	2.99%	25.38	62.00	87.38	2.10%	
2007	18.88	6.50	25.38	0.00%	2.26	4.25	6.51	5.00%	25.38	65.10	90.48	3.55%	
2008	18.88	6.50	25.38	0.00%	2.37	4.46	6.83	4.92%	25.38	68.30	93.68	3.54%	
2009	18.88	9.60	28.48	12.21%	2.55	4.79	7.34	7.47%	28.48	73.40	101.88	8.75%	
2010	18.88	12.70	31.58	10.88%	2.74	5.15	7.89	7.49%	31.58	78.90	110.48	8.44%	
2011	18.88	12.70	31.58	0.00%	2.82	5.30	8.12	2.92%	31.58	81.20	112.78	2.08%	
2012	18.88	12.70	31.58	0.00%	2.88	5.41	8.28	2.00%	31.58	82.82	114.40	1.44%	
2013	18.88	12.70	31.58	0.00%	2.94	5.52	8.46	2.14%	31.58	84.60	116.18	1.55%	
2014	18.88	12.70	31.58	0.00%	3.00	5.63	8.63	2.01%	31.58	86.30	117.88	1.46%	
2015	18.88	12.70	31.58	0.00%	3.17	5.94	9.11	5.56%	31.58	91.10	122.68	4.07%	As Proposed
2016	18.88	12.70	31.58	0.00%	3.35	6.27	9.62	5.60%	31.58	96.20	127.78	4.16%	As Proposed
2017	18.88	12.70	31.58	0.00%	3.53	6.62	10.15	5.51%	31.58	101.50	133.08	4.15%	As Proposed

**Attachment C. Analysis of Water & Sewer Rates for Selected Northwest Suburban Municipalities, 2014 to 2015**

Assuming 10,000 gallons of consumption in a two month billing cycle for a 3/4" Meter and including all base charges and property taxes attributable to the Metropolitan Water Reclamation District if applicable

Municipality	2014 - 2015 % Increase	2015	2014
Mount Prospect*	16.81%	151.28	129.51
Lake Zurich	3.58%	138.90	134.10
Wauconda	4.00%	124.80	120.00
<b>Barrington</b>	<b>4.07%</b>	<b>122.68</b>	<b>117.88</b>
Hoffman Estates*	2.61%	116.33	113.37
Schaumburg*	8.29%	108.19	99.91
Buffalo Grove*	6.36%	103.42	97.24
Lake Forest	1.59%	102.40	100.80
Arlington Heights*	7.25%	97.02	90.46
Palatine*	14.23%	77.62	67.95
Cary	3.03%	75.77	73.54
Crystal Lake	11.40%	74.88	67.22
Average	6.71%	107.77	101.00
Median	5.43%	105.81	100.36
Barrington's Rates Compared to Average		113.83%	116.71%

\*Residents of these communities pay property taxes to MWRD for conveyance and treatment of sanitary sewer effluent

**Attachment D. Survey of Community Water Rates**

	Arlington Heights	Barrington	Buffalo Grove	Cary	Crystal Lake	Hoffman Estates	Lake Forest	Lake Zurich	Mount Prospect	Palatine	Schaumburg	Wauconda	Average
Consumption Charge per 1,000 Gallons of Consumption													
Water	4.64	3.17	4.38	4.04	3.22	7.46	5.30	5.90	8.34	3.66	8.31	5.28	5.31
Sewer	1.20	5.94	1.09	3.31	3.23	1.07	1.16	7.99	1.71	0.85	1.72	7.20	3.04
Total Water & Sewer Flow Charge	5.84	9.11	5.47	7.35	6.45	8.53	6.46	13.89	10.05	4.51	10.03	12.48	8.35
Base Rate Charge													
Not Dependent on Meter Size	-	-	18.12	2.27	10.38	-	-	-		4.28	3.40	-	3.50
5/8" Meter	5.20	22.12	-	-	-	4.75	35.00	-	15.00	-	-	-	6.84
3/4" Meter	5.20	31.58	-	-	-	5.00	35.00	-	20.00	-	-	-	8.07
1" Meter	6.10	50.42	-	-	-	6.00	35.00	-	35.00	-	-	-	11.04
1 1/2" Meter	7.60	97.54	-	-	-	8.50	35.00	-	55.00	-	-	-	16.97
2" Meter	9.50	154.06	-	-	-	11.50	170.00	-	95.00	-	-	-	36.67
Calculated Charges for 10,000 Gallons of Water Consumption													
5/8" Meter	63.60	113.22	72.83	75.77	74.88	90.05	99.60	138.90	115.50	49.38	83.64	124.80	91.85
3/4"Meter	63.60	122.68	72.83	75.77	74.88	90.30	99.60	138.90	120.50	49.38	83.64	124.80	93.07
Additional charges													
MWRD	33.42		30.59			26.28			30.78	28.24	24.55		
NSSD							2.80						
VBG Lake Co Residents			40.00										
Total Actual Charges													
5/8" Meter	97.02	113.22	103.42	75.77	74.88	116.33	102.40	138.90	146.28	77.62	108.19	124.80	106.57
3/4"Meter	97.02	122.68	103.42	75.77	74.88	116.58	102.40	138.90	151.28	77.62	108.19	124.80	107.79
5/8" Meter (VBG Lake Co)			112.83										
3/4"Meter (VBG Lake Co)			112.83										

Notes

Communities highlighted in red have additional charges that apply, either from a separate agency or through property tax payments

VBG Lake County Customers are charged an extra \$4 per 1,000 gallons for treatment by Lake County, Cook County customers pay treatment charges through RE Taxes to MWRD

VILLAGE OF BARRINGTON

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ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE AMENDING  
TITLE 1, "ADMINISTRATION",  
OF THE BARRINGTON VILLAGE CODE

(RE: Title 1, Chapter 14, "Fees, Charges, Deposits,  
and Other Amounts Payable to the Village", and  
Specifically, "Title 9, Water and Sewer", Relative to Water and Sewer Rates)

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ADOPTED BY THE

CORPORATE AUTHORITIES

OF THE VILLAGE OF BARRINGTON

THIS \_\_\_ DAY OF \_\_\_\_\_, 2015

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Published in pamphlet form by authority of the Corporate Authorities of the Village of Barrington,  
Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

AN ORDINANCE AMENDING  
TITLE 1, "ADMINISTRATION",  
OF THE BARRINGTON VILLAGE CODE

(RE: Title 1, Chapter 14, "Fees, Charges, Deposits,  
and Other Amounts Payable to the Village", and  
Specifically, "Title 9, Water and Sewer", Relative to Water and Sewer Rates)

WHEREAS, the Corporate Authorities of the Village of Barrington find that it is in the best interests of the residents of the Village to amend the provisions of Chapter 14 of Title 1 of the Barrington Village Code relative to water and sewer fees as hereinafter set forth:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, that:

SECTION 1: That the Corporate Authorities of this Village hereby find that the facts stated in the preamble of this Ordinance are true and correct and are incorporated as its findings as if fully set forth herein.

SECTION 2: That portion of the chart entitled "Title 9, Water and Sewer", contained in Section 1-14-1, "Enumerated", of Chapter 14, "Fees, Charges, Deposits, and Other Amounts Payable to the Village", of Title 1, "Administration", of the Barrington Village Code, shall be and is hereby amended, in relevant part, as follows (underlined language shall be added, and interlined language shall be stricken):

Title 9, Water and Sewer:

TYPE	VILLAGE CODE SECTION	DESCRIPTION	AMOUNT
* * * *			

Rates and Service Fees for combined water and sanitary sewer service from the Village System, effective July 1, 2011, and thereafter until amended by the Corporate Authorities of the Village	9-2-5(A)(2)	Rates and service fees charged to each person within the corporate limits of the Village using both water service and sanitary sewer service from the Village System NOTE: Basic monthly sewer user charge for any building that has 30 or more residential dwelling units that is substantially constructed after 10/1/01 and is serviced by a master water meter(s) shall be based on the size and number of meters that would have been installed assuming the individual metering of the residential dwelling units and the separate metering of other areas.	Water Meter Size (In Inches)	Basic System Service Charge Per Month	Basic System Service Charge Per Each <u>Two-Month</u> <del>Monthly</del> Billing Period
Combined water and sanitary sewer quantity (flow) charge, effective July 1, 2012 through June 30, 2013.			5/8 3/4 1 1 ½ 2	\$11.06 \$15.79 \$25.21 \$48.77 \$77.03	\$22.12 \$31.58 \$50.42 \$97.54 \$154.06
Combined water and sanitary sewer quantity (flow) charge, effective July 1, 2013 through June 30, 2014.			2 compound	\$118.82	\$237.64
Combined water and sanitary sewer quantity (flow) charge, effective July 1, 2014 through June 30, 2015.			3 4	\$151.85 \$237.28	\$303.70 \$447.56
<u>Combined water and sanitary sewer quantity (flow) charge, effective July 1, 2015 through June 30, 2016.</u>			6	\$472.91	\$945.82
<u>Combined water and sanitary sewer quantity (flow) charge, effective July 1, 2016 through June 30, 2017.</u>				\$8.29 per 1,000 gallons of metered water usage	
<u>Combined water and sanitary sewer quantity (flow) charge, effective July 1, 2017 and thereafter until amended by the Corporate Authorities of the Village</u>				\$8.46 per 1,000 gallons of metered water usage	
				\$8.63 per 1,000 gallons of metered water usage	
				<u>\$9.11 per 1,000 gallons of metered water usage</u>	
				<u>\$9.62 per 1,000 gallons of metered water usage</u>	
				<u>\$10.15 per 1,000 gallons of metered water usage</u>	

\* \* \* \*

Water quantity (flow) charge for water service only, effective July 1, 2013, <u>through June 30, 2014.</u>	9-2-5(A)(2)	Charge for water provided to each person within the corporate limits of the Village using the Village System	\$2.94 per 1,000 gallons of metered water usage
Water quantity (flow) charge for water service only, effective July 1, 2014, through June 30, 2015.	<u>9-2-5(A)(2)</u>	Charge for water provided to each person within the corporate limits of the Village using the Village System	\$3.00 per 1,000 gallons of metered water usage
Water quantity (flow) charge for water service only, effective July 1, 2015 through <u>June 30, 2016.</u>	9-2-5(A)(2)	<u>Charge for water provided to each person within the corporate limits of the Village using the Village System</u>	<u>\$3.17 per 1,000 gallons of metered water usage</u>
Water quantity (flow) charge for water service only, effective July 1, 2016 through <u>June 30, 2017.</u>	9-2-5(A)(2)	<u>Charge for water provided to each person within the corporate limits of the Village using the Village System</u>	<u>\$3.35 per 1,000 gallons of metered water usage</u>
Water quantity (flow) charge for water service only, effective July 1, 2017, and thereafter until amended by the Corporate Authorities of <u>the Village</u>	9-2-5(A)(2)	<u>Charge for water provided to each person within the corporate limits of the Village using the Village System</u>	<u>\$3.53 per 1,000 gallons of metered water usage</u>
* * * *			
Fees for metered sewer users, sewer flow charges for sanitary sewer service only, effective July 1, 2013 through June 30, 2014.	9-9-2(B)	User charges to be paid to the Village by all metered sewer users within the corporate limits of the Village as set forth herein	Sewer flow charge for sanitary sewer service only of \$5.52 per 1,000 gallons of metered usage
Fees for metered sewer users, sewer flow charges for sanitary sewer service only, effective July 1, 2014 through June 30, 2015.	9-9-2(B)	User charges to be paid to the Village by all metered sewer users within the corporate limits of the Village as set forth herein	Sewer flow charge for sanitary sewer service only of \$5.63 per 1,000 gallons of metered usage
<u>Fees for metered sewer users, sewer flow charges for sanitary sewer service only, effective July 1, 2015 through June 30, 2016.</u>	<u>9-9-2(B)</u>	<u>User charges to be paid to the Village by all metered sewer users within the corporate limits of the Village as set forth herein</u>	<u>Sewer flow charge for sanitary sewer service only of \$5.94 per 1,000 gallons of metered usage</u>
<u>Fees for metered sewer users, sewer flow charges for sanitary sewer service only, effective July 1, 2016 through June 30, 2017.</u>	9-9-2(B)	<u>User charges to be paid to the Village by all metered sewer users within the corporate limits of the Village as set forth herein</u>	<u>Sewer flow charge for sanitary sewer service only of \$6.27 per 1,000 gallons of metered usage</u>
<u>Fees for metered sewer users, sewer flow charges for sanitary sewer service only, effective July 1, 2017 and thereafter, until amended by the Corporate Authorities of the Village</u>	9-9-2(B)	<u>User charges to be paid to the Village by all metered sewer users within the corporate limits of the Village as set forth herein</u>	<u>Sewer flow charge for sanitary sewer service only of \$6.62 per 1,000 gallons of metered usage</u>
* * * *			
Fees for non-metered sewer users effective July 1, 2011 through June 30, 2012	9-9-2 (B)	User charges <u>per two-month period</u> to be paid to the Village by all non-metered sewer users <del>with a bi-monthly</del> <u>for</u> wastewater discharge of not more than 20,000 gallons, within the corporate limits of the Village as set forth herein	\$53.05 per month, billed <del>bimonthly</del> <u>every two-month billing period</u> at the rate of \$106.10

Fees for non-metered sewer users effective July 1, 2013 through June 30, 2015.	9-9-2(B)	User charges <u>per two-month period</u> to be paid to the Village by all non-metered sewer users <del>with a bi-monthly</del> <u>for</u> wastewater discharge of not more than 20,000 gallons, within the corporate limits of the Village as set forth herein	\$54.11 per month, billed <del>bimonthly</del> <u>every two-month billing period</u> at the rate of \$108.22
Fees for non-metered sewer users effective July 1, 2015 and thereafter, until amended by the Corporate Authorities of the Village	9-9-2(B)	User charges <u>per two-month period</u> to be paid to the Village by all non-metered sewer users <del>with a bi-monthly</del> <u>for</u> wastewater discharge of not more than 20,000 gallons, within the corporate limits of the Village as set forth herein	\$57.12 per month, billed <del>bimonthly</del> <u>every two-month billing period</u> at the rate of \$114.24
* * * *			

SECTION 3: The Corporate Authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and the word “Ordinance” can be changed to “Section”, “Article”, “Chapter”, or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or relettered and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

SECTION 4: If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Corporate Authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentence, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: This Ordinance shall be in full force and effect ten (10) days after its passage, approval and publication as provided by law.

SECTION 6: The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015 BY ROLL CALL VOTE AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Karen Y. Darch, Village President

ATTESTED AND FILED THIS \_\_\_\_  
DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Adam Frazier, Village Clerk

Published in Pamphlet Form the \_\_\_\_ day of \_\_\_\_\_, 2015



# BARRINGTON

## Agenda Report

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**To:** Village President and Board of Trustees

**From:** Jennifer Tennant, Assistant Director of Development Services

**Subject:** CONSIDERATION OF AUTHORIZING AND APPROVING AN ORDINANCE FURTHER AMENDING A SPECIAL USE AND A BUSINESS PLANNED DEVELOPMENT APPROVED BY ORDINANCE NO. 87-2110 AND PREVIOUSLY AMENDED BY ORDINANCE NO. 09-3516

**Date:** June 22, 2015

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### EXECUTIVE SUMMARY

The Petitioner is requesting an amendment to the existing SUPD ordinance for 400 W. Northwest Highway. The current ordinance only permits medical office and retail goods establishments and prohibits all other permitted and special uses in the B-1 General Business District. The Petitioner is requesting that all permitted uses in the B-1 General Business District be allowed as well a special use for indoor recreation. The primary tenant, Northwest Cardiology Associates, currently occupies approximately 4,400 square feet of the building. The new tenant, Functional Fitness, will occupy the remaining 1,500 square feet of the building. The proposed business, Functional Fitness, is currently located in the Village and operating under the name Totally Fit of Barrington. This business offers personal training and personal rehabilitation services on an appointment basis.

The current SUPD ordinance states that there are 19 parking spaces available on the site. Staff conducted a site inspection to confirm that there are actually 22 parking spaces on site (20 standard spaces and 2 accessible spaces). The existing medical office occupies 4,400 sq. ft. with 5 examination rooms and requires 15 parking spaces. The proposed indoor recreation user will occupy 1,500 sq. ft. and require 5 parking spaces. Therefore, the parking count is compliant with the current zoning requirements. Staff recommends revising the parking section of the ordinance to state that all future uses of the property shall comply with the current parking regulations per the current version of the Zoning Ordinance. Staff does not recommend limiting a specific user to a maximum square footage. Any use permitted by the ordinance will be allowed provided the parking requirements are met.

The Plan Commission recommended approval of the requested special use planned development amendment. The motion carried, 4-0.

### SUGGESTED ACTION

Staff recommends that the Village Board pass the motion to receive and place on file the recommendation of the Plan Commission and approve the special use planned development amendment by adoption of the attached ordinance.

### ATTACHMENTS

1. Ordinance & Exhibits
2. Referral Letter from Anna Bush, Plan Commission Chairperson
3. PC 15-02 Staff Report
4. PC Meeting Minutes 5/12/2015

05/21/15  
05/26/15

VILLAGE OF BARRINGTON

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ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE FURTHER AMENDING A SPECIAL USE  
AND A BUSINESS PLANNED DEVELOPMENT  
APPROVED BY ORDINANCE NO. 87-2110 AND  
PREVIOUSLY AMENDED BY ORDINANCE NO. 09-3516

(RE: PC 15-05 – Amendments to Special Use for a Business Planned Development  
and a Special Use for Indoor Recreation Uses –  
400 West Northwest Highway granted by Ordinance No. 87-2110  
And Previously Amended by Ordinance No. 09-3516)

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ADOPTED BY THE  
CORPORATE AUTHORITIES

OF THE  
VILLAGE OF BARRINGTON, ILLINOIS

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015

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Published in pamphlet form by authority of the Corporate Authorities of the Village of Barrington,  
Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2015

AN ORDINANCE FURTHER AMENDING A SPECIAL USE  
AND A BUSINESS PLANNED DEVELOPMENT  
APPROVED BY ORDINANCE NO. 87-2110 AND  
PREVIOUSLY AMENDED BY ORDINANCE NO. 09-3516

(RE: PC 15-05 – Amendments to Special Use for a Business Planned Development  
and a Special Use for Indoor Recreation Uses –  
400 West Northwest Highway granted by Ordinance No. 87-2110  
And Previously Amended by Ordinance No. 09-3516)

WHEREAS, in 1987 the Petitioners’ predecessors in title previously petitioned the Village and were granted a Special Use for a Business Planned Development for the Property by Village of Barrington Ordinance No. 87-2110 (which Ordinance is hereinafter referred to as “the Original Special Use Permit” or as “Ordinance No. 87-2110”); and

WHEREAS, Ordinance No. 87-2110 set forth with specificity the uses permitted on the Property, and specifically eliminated medical and dental office uses as authorized uses on the Property; and

WHEREAS, in 2009, Willis J. Swenson, as Trustee of the William J. Swenson Trust Dated October 17, 1989, as to an undivided one-half interest, and Janet C. Swenson, also known as Janet Swenson, as Trustee of the Janet Swenson Trust Dated October 17, 1989, as to an undivided one-half interest (collectively referred to herein as the “Petitioners”), as the owners of record of the property commonly known as 400 West Northwest Highway, Barrington, Illinois (the “Property”), petitioned the Village of Barrington (“the Village”) for amendments to the Original Special Use Permit for a Business Planned Development for the Property to permit the establishment and operation of medical and dental offices on the Property, in addition to those uses, businesses and activities as presently set forth on Exhibit B, “Uses Permitted on the Property”, which is attached to said Ordinance No. 87-2110 (the “Amendments to Original Special Use Permit”), and said amendments were granted by Ordinance No. 09-3516 (the “Existing Special Use Permit, As Amended”); and

WHEREAS, the Property consists of approximately .49 acres with a 6,200 square foot retail center building and associated parking, signage and landscaping, and is located in the B-1 General Business Service Zoning District, which is designated for commercial (retail/office) uses pursuant to the Village’s 2010 Comprehensive Plan, and is legally described on Exhibit A attached hereto and made a part of this Ordinance; and

WHEREAS, the term “Amendments to Existing Special Use Permit, As Amended”, or “Amended Special Use Permit as herein granted”, as used herein shall mean and shall be broadly construed and shall include but not be limited to the following: the grant of certain Amendments to the Existing Special Use Permit, As Amended for a Business Planned Development previously granted for the Property to permit the establishment and operation of indoor recreation uses pursuant to the Additional Special Use herein granted, in addition to allowing any of those uses authorized as permitted uses by the Village of Barrington Zoning Ordinance (“Zoning Ordinance”) for the B-1 General Business District from time to time; and

WHEREAS, the Petition was referred to the Plan Commission of the Village, which, after due notice, held a public hearing on May 12, 2015, and after considering all of the circumstances relating to the proposed Amendments to the Existing Special Use Permit, As Amended, and after considering all of

the standards contained in the Barrington Village Code applicable to the Existing Special Use, As Amended, and the proposed amendments thereto, the Plan Commission made recommendations to the Corporate Authorities of the Village for approval of the current Petition, subject to certain conditions and restrictions as set forth herein, all pursuant to law; and

WHEREAS, the Corporate Authorities of the Village of Barrington do hereby find that the proposed Amendments to Existing Special Use Permit, As Amended, are in harmony with the Comprehensive Plan of the Village, and the Zoning Ordinance and that, upon review of the required standards for a special use permit, or for amendments thereto, the Corporate Authorities of the Village do hereby find that those standards have all been met; and

WHEREAS, a petition for amendments to a Special Use Permit shall not be approved unless the petition is determined to be in conformance with each of the following standards:

1. The proposed special use is, in fact, a special use listed and authorized in the zoning district regulations within which the property is located.

A Planned Development is listed as a Special Use in the B-1 General Business District. In addition, the Petitioners are requesting approval of indoor recreation as a special use at this location. Indoor recreation is also listed as an authorized Special Use in the B-1 General Business District. Therefore, this standard has been or will be met.

2. The proposed special use is consistent with the objectives of the Village's Comprehensive Plan and Zoning Ordinance.

The 2010 Comprehensive Plan designated this site as commercial (retail/office). The proposed land use is consistent with the 2010 Comprehensive Plan. Therefore, this standard has been or will be met.

3. The proposed special use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.

The proposed uses will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the character of the general vicinity and the intended character thereof as no exterior modifications are proposed for the existing building, and the appearance of the existing building and the proposed special uses are compatible with the Property's Northwest Highway location and other existing uses in the vicinity thereof. Therefore, this standard has been or will be met.

4. The proposed special use will not significantly diminish the safety, use and enjoyment of surrounding property.

The proposed special use of indoor recreation will not affect the safety, use or enjoyment of the surrounding properties. The proposed indoor recreation use will be conducted wholly within the existing building and, therefore, the activities of the business will not affect the neighboring properties. Therefore, this standard has been or will be met.

5. The proposed special use is adequately served by essential public facilities and services such as streets, police and fire service, drainage, refuse disposal, water and sewer, and schools, or the persons or agencies responsible for the establishment of the proposed special use shall provide adequately any such service.

The proposed amendments to the Existing Special Use Permit will not significantly alter the manner in which the Property is served by the essential public facilities and no additional public facilities are requested. Therefore, this standard has been or will be met.

6. The proposed special use does not create excessive additional requirements at public expense for public facilities and services and is not detrimental to economic welfare of the community.

The proposed amendments to the Existing Special Use Permit, As Amended, will require no excessive additional requirements at Village expense. No upgrades to essential public services will be required. Therefore, this standard has been or will be met.

7. The proposed special use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.

The proposed amendments to the Existing Special Use, As Amended, will not be detrimental to the general welfare of the Village residents and will not produce excessive traffic, noise, smoke, fumes, glare or odors. The uses proposed for the Property are permitted or special uses in the B-1 zoning district, and the proposed special use for indoor recreation will be conducted wholly within the existing building. Therefore, this standard has been or will be met.

8. The proposed special use provides vehicular access to the property that does not create an interference with traffic on surrounding public thoroughfares.

The proposed amendments will not interfere with existing traffic patterns. Therefore, this standard has been or will be met.

9. The proposed special use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

The proposed amendments to the Existing Special Use Permit, As Amended, will not damage any natural, scenic, or historic features. Therefore, this standard has been or will be met.

10. The proposed special use complies with all additional regulations in the Zoning Ordinance specific to the special use requested.

The uses proposed for the Property are authorized as permitted special uses in the B-1 General Business Zoning District that comply with the Zoning Ordinance or, in the case of Indoor Recreation, such a use is authorized as a Special Use in the B-1 General Business Zoning District. Therefore, this standard has been or will be met.

WHEREAS, the Corporate Authorities of the Village of Barrington have also considered the following standards with respect to the approval of the Amendments to the Existing Special Use Permit for the Property and find as follows:

11. The existing uses and zoning of nearby property.

The surrounding properties to the South, East and West are zoned B-1 General Business Service District, and the property to the North is zoned R-5 Single-Family Residential. The surrounding land uses are residential and commercial in nature. The use will continue to be compatible with the surrounding residential uses. Therefore, this standard has been or will be met.

12. The extent to which property values are diminished by the particular zoning restrictions.

The Petitioners are not seeking any rezoning of the Property. Property values will not be diminished as a result of this amendment. The property is currently commercial in nature and is located within the Village's B-1 General Business Zoning District, and the property will remain commercial upon approval of the requested amendments to the Existing Special Use Permit, As Amended. Therefore, this standard has been or will be met.

13. The extent to which limitation or destruction of property values of the petitioner promotes the general health, safety and welfare.

Rather than anticipating any limitation or destruction of property values, approval of the proposed amendments to the Existing Special Use Permit, As Amended, and the new Special Use for Indoor Recreational uses can be expected to improve the Petitioners' property value. Therefore, this standard has been or will be met.

14. The relative gain to the public as compared to the hardship imposed upon the petitioner.

The public can anticipate to gain from the approval of the proposed amendments to the Existing Special Use Permit, As Amended, by having available additional uses that can be established on the Property to serve the community, which will also increase the Petitioners' ability to fully lease the Property. Therefore, this standard has been or will be met.

15. The suitability of the particular property for the purpose for which it is now zoned.

The Property is currently zoned for commercial uses, but has been partially vacant for some time. The Petitioners propose to expand the permitted uses of the Property to include all uses authorized as permitted uses in the B-1 General Business District and indoor recreation uses as an additional new Special Use, and therefore, the use of the Property as zoned will continue to be appropriate. Therefore, this standard has been or will be met.

16. The length of time that the property has been vacant, as zoned, considered in the context of land developed in the area in which the property is located.

The Petitioners propose additional uses which will have a low impact on properties in the area and are permitted uses in the B-1 Zoning District or in the case of Indoor Recreation uses are authorized as a Special Use in the same Zoning District in which the Property is located. Therefore, this standard has been or will be met.

17. The care with which the community has undertaken to plan its land use development.

The Village has undertaken to plan its land use development with great care and the Existing Special Use Permit, As Amended, and the proposed amendments are consistent with the 2010 Comprehensive Plan and the Zoning Ordinance. Therefore, this standard has been or will be met.

18. The evidence or lack of evidence of community need for the use proposed by the property owner.

The Existing Special Use Permit, As Amended, for a Business Planned Development which was previously approved for the Property by the Village of Barrington for the existing development allows the use of the Property for medical and dental offices and other specified uses, but prohibits other uses permitted in the B-1 Zoning District in which the Property is located. It can be anticipated that the community will gain from the approval of the proposed amendments to the Existing Special Use Permit, As Amended, by not only having available additional uses on the Property to serve the community, but also by having a business property along the Northwest Highway corridor that may be fully occupied, rather than partially vacant. The proposed amendments to the Existing Special Use Permit, As Amended, and the proposed new Special Use for Indoor Recreation uses will expand retail uses along the Northwest Highway corridor. The Special Use for Indoor Recreation uses is proposed to accommodate a successful, existing personal training business which is prepared to expand to a larger facility, thereby demonstrating the need for such a use and the fact that the community can support this type of business. Therefore, this standard has been or will be met.

WHEREAS, in addition to the foregoing, the Corporate Authorities of the Village of Barrington have also considered the following standards with respect to the approval of the proposed Planned Development for the Property and find as follows:

1. The planned development shall be consistent with the intent and purpose of the Zoning Ordinance, as stated in Chapter 1.

The development, as amended, will be consistent with the intent and purpose of the Zoning Ordinance. Therefore, this standard has been or will be met.

2. The planned development shall be compatible with the character of the underlying zoning district and Neighborhood in which it is located.

The existing commercial development is located in the B-1 General Business Service District and Indoor Recreation uses proposed as an additional Special Use are compatible with other uses permitted by right in the B-1 Zoning District, the underlying zoning and Neighborhood designation of the Property. Therefore, this standard has been or will be met.

3. The planned development should be consistent with the official planning policies and Village Comprehensive Plan.

A comprehensive planning and zoning analysis was conducted to ensure that the development, as amended, will be consistent with all Village policies and the Village Comprehensive Plan. Therefore, this standard has been or will be met.

4. The planned development should preserve the value of the surrounding residential area.

The proposed amendments to the existing planned development to permit other uses authorized as permitted uses in the B-1 Zoning District at the existing commercial center and the proposed Special Use for Indoor Recreation Uses will not affect the value of the surrounding residential area. Such uses are not necessarily more intense than the existing uses permitted by Ordinance No. 87-2110 and/or Ordinance No. 09-3516. Therefore, this standard has been or will be met.

5. Significant physical, topographical, environmentally sensitive or historical features of the site of the planned development, which are of importance to the community, should be preserved.

The Petitioners are not proposing to modify the exterior of the site in any manner. Therefore, this standard has been or will be met.

6. The entire property proposed for planned unit development treatment shall be in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole. All owners of the Property shall be included as joint applicants on all applications and all approvals shall bind all owners. The violation of any owner as to any lot shall be deemed a violation as to all owners and all lots.

Willis J. Swenson, as Trustee of the William J. Swenson Trust Dated October 17, 1989, as to an undivided one-half interest, and Janet C. Swenson, also known as Janet Swenson, as Trustee of the Janet Swenson Trust Dated October 17, 1989, as to an undivided one-half interest, are the Petitioners and the owners of record of all parcels in the existing planned development. Therefore, this standard has been or will be met.

7. In business districts, the planned development shall be consistent with the Village's specific goal of maintaining and/or increasing the retail sales tax base of the Village. Conversion of an existing use or uses which generate retail sales tax to a planned development use or uses which do not generate retail sales taxes has an adverse effect on the retail sales tax base of the Village. Where a planned development which does not generate retail sales tax is proposed on a site currently or most recently occupied by a retail sales tax generating use or uses, substantial evidence shall be provided that the benefits to the community provided by the proposed use are greater than the benefits provided by the use or uses which generate retail sales tax on the site. A first floor planned development use or uses which do not generate retail sales tax proposed within the B-1 or B-4 zoning districts as part of the larger retail developments shall constitute no more than 20% of the first floor area unless substantial evidence is provided that the use of more than 20% of the first floor area as a use or uses which do not generate retail sales tax is instrumental in allowing the larger retail development to go forward or otherwise enhances in some substantial manner the retail sales tax of the Village.

While the Petitioners are proposing to modify the Existing Special Use Permit, As Amended, and the planned development to permit the establishment of other uses authorized in the B-1 Zoning District, which may, in some cases, be non-retail sales tax generating uses, such uses would be preferable to the current, partially vacant state of the commercial development on the Property. Having Indoor Recreation uses pursuant to a new Special Use on the Property should generate additional activity in the Northwest Highway corridor, thereby creating the potential for increased sales, and in turn, increased sales taxes, for the existing retail businesses in the community. Therefore, this standard has been or will be met.

WHEREAS, all of the foregoing additional standards have been considered and have been or will be met by the proposed Amendments to the Existing Special Use Permit, As Amended; and

WHEREAS, based on all the foregoing, and the other evidence, testimony and documentation presented to and considered by the Village, the Corporate Authorities find that proposed Amendments to the Existing Special Use Permit, As Amended, as herein granted are in harmony with the general intent of the Village of Barrington 2010 Comprehensive Plan, and the Zoning Ordinance: and

WHEREAS, the Corporate Authorities of the Village desire to grant the requested Amendments to the Existing Special Use Permit, As Amended, all subject to the Petitioners' timely and continued compliance with those certain conditions and restrictions as hereinafter provided:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, that:

SECTION 1: The Corporate Authorities find that the facts stated in the preamble of this Ordinance are true and correct and are incorporated into the text of this Ordinance to the same extent as if each had been set forth herein in its entirety.

SECTION 2: ORDINANCES PREVIOUSLY GRANTING AN AMENDED SPECIAL USE PERMIT FOR A BUSINESS PLANNED DEVELOPMENT FOR THE PROPERTY. Except as specifically amended herein, Ordinance Nos. 87-2110 and 09-3516, and each of the respective Exhibits thereto, which granted and amended the Existing Special Use Permit, As Amended, for a Business Planned Development for the Property, shall remain in full force and effect.

SECTION 3: AMENDMENTS TO THE EXISTING SPECIAL USE, AS AMENDED, FOR A BUSINESS PLANNED DEVELOPMENT GRANTED FOR THE PROPERTY SUBJECT TO CONDITIONS AND AN ADDITIONAL SPECIAL USE FOR INDOOR RECREATION USES. Subject to the provisions, restrictions and limitations contained herein, Amendments to the Existing Special Use Permit, As Amended, as set forth below and an additional Special Use for Indoor Recreation Uses are hereby granted to the Petitioners for the Property located 400 West Northwest Highway, Barrington, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Property"), all subject to the Petitioners' timely and continued compliance with the terms and conditions of Ordinance Nos. 87-2110 and 09-3516, and each of the respective Exhibits thereto, as amended by this Ordinance, and with this Ordinance as set forth below:

A. Amendments to Existing Special Use Permit: The Existing Special Use Permit granted by Ordinance No. 87-2110, which authorizes a Special Use Permit for a Business Planned Development and permitted the use of the Property as a commercial retail center, is hereby amended as follows:

(1) Paragraph A, "Land Use and Site Plan", of Section 3 of Village of Barrington Ordinance No. 87-2110, as amended by Ordinance No. 09-3516, shall be and is hereby further amended and restated to read as follows:

"A. Land Use and Site Plan.

(1) Subject to the terms and conditions of Ordinance No. 87-2110, Ordinance No. 09-3516, and this Ordinance, the Petitioners agree to develop and maintain the Property in substantial compliance with the Site Plan attached to Ordinance No. 87-2110, and as amended by Ordinance No. 09-3516, as well as the approved plans attached to said Ordinances and thereby made part hereof, together with the existing parking and landscaping, as well as existing signage and any future signage which may hereafter be installed by the Petitioners or their agent(s) on behalf of any tenant(s) on the Property, which parking and signage shall comply with the then existing applicable sign regulations of the Zoning Ordinance. The building shall contain not more than four (4) separate tenants. The Petitioners, and the tenants and occupants of the building from time to time may continue, establish, conduct, and operate the following uses on the Property: (1) any uses authorized from time to time by the Zoning Ordinance as

permitted uses in the B-1 General Business Zoning District in which the Property is located; (2) Indoor Recreation uses for which a Special Use is herein granted, however, any such uses as authorized by the Amended Special Use Permit herein granted shall only be permitted on the express conditions that the aggregate parking demand requirements of the Zoning Ordinance for the combination of all uses currently established or to be established on the Property from time to time shall at no time exceed the existing available parking spaces on the Property.

- (2) A Special Use is hereby granted to authorize the establishment and operation of Indoor Recreation uses on the Property in substantial compliance with the respective provisions of the Zoning Ordinance, as amended from time to time.
- (3) The Property shall be developed, operated and maintained in good condition, all in accordance with the applicable provisions of the Barrington Village Code and the Zoning Ordinance.
- (4) Further development of the Property by the Petitioners or their respective successors and/or assigns shall require one or more further amendment(s) to this Ordinance, except that changes only in the uses occupying the tenant space(s) and the signage relative thereto shall not require any further amendments to this Ordinance to the extent that such changes remain consistent with this Ordinance and the Zoning Ordinance.
- (5) Parking: The Petitioners have not requested any modification to the parking facilities on the Property and shall maintain the present parking facilities in good condition as presently configured, and in compliance with the applicable provisions of the Zoning Ordinance.
- (6) Signage: The Petitioners have not requested any modification to signage on the Property, and Petitioners shall maintain all signage on the Property in good condition and in compliance with the applicable provisions of the Zoning Ordinance.
- (7) Vehicular Access to the Property: The Petitioners have not requested any modification for access to the Property and shall maintain the present vehicular ingress and egress to and from the Property in substantially its present form.
- (8) Landscaping: The Petitioners shall maintain the existing landscaping on the Property in good condition and substantially in its present form, except as may otherwise be approved in advance, in writing, by the Village Manager, or his designee, and any vegetation that becomes damaged, diseased, is dying, or dead shall be immediately removed and replaced by the Petitioners and thereafter maintained in good condition.
- (9) The Special Use herein granted shall automatically become null and void if the Indoor Recreation use herein authorized is abandoned or discontinued for a period of twelve (12) consecutive months, regardless of any evidence of intent not to abandon and/or to resume such use, or if the Petitioners file a written declaration with the Village indicating that such Special Use has permanently ceased to operate on the Property.”

SECTION 4: MISCELLANEOUS PROVISIONS

A. Binding Effect.

The provisions of Ordinance No. 87-2110, as amended, Ordinance No. 09-3516, and this Ordinance, and/or each of the respective Exhibits thereto, including, without limitation, the grant of the Amendments to the Existing Special Use Permit, As Amended, as herein provided and all obligations, conditions, restrictions, limitations and rights related thereto shall run with and be jointly and severally binding upon the Petitioners, the fee simple owner(s), the beneficial owner(s), any tenants of all or any portion of the Property, any entity acquiring a financial interest in the Property, and their respective heirs, successors, and assigns.

B. Amendment by Mutual Consent.

The Village, by ordinance of its Corporate Authorities, and the Petitioners may by mutual consent agree in writing to further amend the terms and conditions set forth in Village of Barrington Ordinance No. 87-2110, as amended, Ordinance No. 09-3516, and/or this Ordinance, after a public hearing before the Village of Barrington Plan Commission, but no purported oral amendments thereto shall be binding or enforceable.

C. Indemnity for Certain Costs and Expenses

The Village agrees to cooperate with the Petitioners in defending any action which contests any aspect of Ordinance No. 87-2110, as amended, Ordinance No. 09-3516, and/or this Ordinance, but all costs, including attorneys' fees, incurred by the Village in connection therewith shall be paid for by the Petitioners or reimbursed to the Village by the Petitioners. The Village may require a reasonable deposit by the Petitioners to cover any anticipated cost thereof.

D. Remedies

In the event the Petitioners fail to pay or reimburse the Village for any fees and/or expenses due pursuant to this Ordinance or pursuant to the other applicable ordinances of the Village, or if they otherwise violate any of the provisions of Village of Barrington Ordinance No. 87-2110, as amended, Ordinance No. 09-3516, and/or this Ordinance, and/or any of the respective Exhibits thereto, or are otherwise in default in their obligations under Ordinance No. 87-2110, as amended, Ordinance No. 09-3516, and/or this Ordinance, and have been notified of and failed to cure such default, the Village shall be entitled to all remedies available at law and/or in equity and, in addition to all other remedies available, the Village may suspend, revoke, or decline to issue any building, occupancy and/or other permit or approvals required by the ordinances of the Village and/or the Village may suspend or revoke the Amended Special Use Permit herein granted. In addition to all other remedies available to the Village, the Village may decline to issue any building or other permits and/or license(s) otherwise required by any ordinance of this Village while any violation of the aforesaid ordinances remains uncured.

E. Effect of Existing Ordinances

Except as expressly set forth herein, Ordinance No. 87-2110, Ordinance No. 09-3516, and each of the respective Exhibits thereto, shall otherwise remain in full force and effect, and the Petitioners, and their successors and/or assigns, the fee simple owner(s), the beneficial owner(s), and tenants of all or any portion of the Property, any entity acquiring a financial interest in the Property, and their respective heirs, successors, and assigns, shall at all times remain obligated to comply in all

respects with the conditions and requirements of Ordinance No. 87-2110, as amended, Ordinance No. 09-3516, and this Ordinance, and each of the respective Exhibits thereto, the Zoning Ordinance, as amended from time to time, and the Barrington Village Code, as amended from time to time, and all other applicable ordinances of the Village as they may exist from time to time, including but not limited to obtaining all required permits, the deposit of all required security in the form required, and the payment of all fees in connection with the review of plans and/or the issuance of such permits.

F. Severability Clause

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance and the Amended Special Use Permit herein granted, or any part thereof. The Corporate Authorities hereby declare that it would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivision, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

G. Exhibits

Each exhibit which is attached to this Ordinance, and/or to Ordinance No. 87-2110, and/or to Ordinance No. 09-3516, are deemed to be and are expressly made a part of and incorporated into this Ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this Ordinance, provided, however, the approval of such Exhibit for the purposes of this Ordinance and the Amendments to the Existing Special Use Permit, As Amended, herein granted shall not constitute approval of said plans for any other purposes under the Barrington Village Code, or any other applicable ordinances of this Village, and except as specifically provided in this Ordinance, no grant of any exception from said Ordinance shall thereby be implied.

H. Approval Authority.

1. If any provisions of this Ordinance delegate approval authority to any Village officer, employee, or agent for any aspect of this Amended Special Use Permit, then either the Petitioners or such officer, employee, or agent, as the case may be, or his or her designee, shall have the right to have any such decision of such Village officer, employee or agent, or his or her designee, reviewed, reconsidered, and a final decision thereon made by the Corporate Authorities of this Village.
2. Any reference in this Ordinance to the authority of the Village Manager to grant or deny an approval shall, whether or not so specified, include the authority for such decision to be made by a designee of the Village Manager.

SECTION 5: This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval and publication in pamphlet form pursuant to law and its acceptance and approval as provided below.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015 BY ROLL CALL VOTE AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED THIS \_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Karen Y. Darch,  
Village President

ATTESTED AND FILED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Adam Frazier, Village Clerk

PUBLISHED IN PAMPHLET FORM THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.



EXHIBIT A TO

AN ORDINANCE FURTHER AMENDING A SPECIAL USE  
AND A BUSINESS PLANNED DEVELOPMENT  
APPROVED BY ORDINANCE NO. 87-2110 AND  
PREVIOUSLY AMENDED BY ORDINANCE NO. 09-3516

(RE: PC 15-05 – Amendments to Special Use for a Business Planned Development  
and a Special Use for Indoor Recreation Uses –  
400 West Northwest Highway granted by Ordinance No. 87-2110  
And Previously Amended by Ordinance No. 09-3516)

LEGAL DESCRIPTION  
(the “Property”)

PARCEL 1: LOTS 5 AND 6 IN BLOCK 134 (EXCEPTING THEREFROM SO MUCH OF THE LAND HEREIN AS DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED MAY 9, 1952 AND RECORDED JANUARY 13, 1953 AS DOCUMENT 779518 AND AS SHOWN ON PLAT OF SURVEY RECORDED OCTOBER 30, 1959 AS DOCUMENT 742366), IN ARTHUR T. MCINTOSH AND COMPANY’S NORTHWEST HIGHWAY ADDITION TO BARRINGTON, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1925 AS DOCUMENT 260225, IN BOOK “O” OF PLATS, PAGE 19, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: LOT 7 IN BLOCK 14 (EXCEPTING THEREFROM SO MUCH OF THE LAND AS DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED JUNE 16, 1953 AND RECORDED SEPTEMBER 28, 1953 AS DOCUMENT 803800 AND SHOWN ON PLAT OF SURVEY RECORDED OCTOBER 30, 1951 AS DOCUMENT 742366) IN ARTHUR T. MCINTOSH AND CO.’S NORTHWEST HIGHWAY ADDITION TO BARRINGTON, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1925 AS DOCUMENT 260225, IN BOOK “O” OF PLATS, PAGE 19, IN LAKE COUNTY, ILLINOIS.



June 8, 2015

Ms. Karen Darch, Village President  
 Village Board of Trustees  
 200 South Hough Street  
 Barrington, Illinois 60010

**Re: PC 15-05; 400 W. Northwest Highway – Special Use Planned Development Amendment**

Dear President Darch and Board of Trustees:

The Petitioner, Village of Barrington, is requesting approval of an amendment to an existing Special Use Planned Development. The Plan Commission reviewed the requested amendments on May 12, 2015 and recommends approval of the request.

**May 12, 2015 Plan Commission Public Hearing:**

Jennifer Tennant, Assistant Director of Development Services, presented the staff report. Ms. Tennant explained that the property owner amended the planned development in 2009 to allow medical office. At that time, all other permitted uses were prohibited. The Petitioner is requesting an amendment which will allow all uses permitted in the B-1 General Business District as well as a special use for indoor recreation. The only condition Staff recommends is that all uses are compliant with the parking requirements of the Zoning Ordinance. Parking will be assessed prior to any new tenants occupying the building. The proposed indoor recreation user is compliant with the parking restrictions.

The Petitioner's attorney, Craig Pierson, was present to answer questions.

No members of the public were present for public comments.

The Commission discussed the requests in relation to the Special Use Standards and determined that all Special Use Standards were satisfied. The Plan Commission recommended approval to the Village Board of Trustees.

**Motion:**

Commissioner Sholeen moved to recommend approval of PC 15-05 and Commissioner Burroughs seconded the motion. The motion carried, 4-0.

Respectfully submitted,  
 Anna Bush, Chairperson  
 Plan Commission

VILLAGE HALL  
 200 S. HOUGH ST.  
 BARRINGTON, IL 60010  
 (847) 304-3400

PRESIDENT & BOARD  
 MANAGER'S OFFICE  
 TEL (847) 304-3444  
 FAX (847) 304-3490

COMMUNITY AND  
 FINANCIAL SERVICES  
 TEL (847) 304-3400  
 FAX (847) 381-7506

DEVELOPMENT SERVICES  
 TEL (847) 304-3460  
 FAX (847) 381-1056

PUBLIC WORKS  
 300 N. RAYMOND AVE.  
 BARRINGTON, IL 60010  
 TEL (847) 381-7903  
 FAX (847) 382-3030

PUBLIC SAFETY  
 400 N. NORTHWEST HWY.  
 BARRINGTON, IL 60010

POLICE  
 TEL (847) 304-3300  
 FAX (847) 381-2165

FIRE  
 TEL (847) 304-3600  
 FAX (847) 381-1889



## STAFF REPORT

**TO:** Plan Commission

**HEARING DATE:** May 12, 2015

**FROM:** Development Services Department

**PREPARED BY:** Jennifer Tennant,  
Assistant Director of Development Services

**PC 15-05: Special Use/Planned Development Amendment 400 W. Northwest Highway:** The Petitioner is seeking approval of an amendment to existing special use planned development ordinance no. 09-3516 for the purpose of amending the list of permitted uses to allow all uses permitted in the underlying B-1 General Business District and adding indoor recreation as a special use. No exceptions from the Zoning Ordinance are requested at this time. The subject property is zoned B-1 General Business District. The subject property are located in Neighborhood 10, and is designated for Commercial (Retail/Office) by the Village of Barrington Comprehensive Plan.

### GENERAL INFORMATION

**PETITIONER:** Willis J. Swenson  
387 Crazy Woman Canyon Road  
Buffalo, WY 82834

**PROPERTY OWNER:** Willis J. Swenson  
387 Crazy Woman Canyon Road  
Buffalo, WY 82834

### PROPERTY INFORMATION

**EXISTING ZONING:** B-1 General Business District  
**EXISTING LAND USE:** Commercial/Office Building  
**PROPERTY SIZE:** Approximately 21,166 sq. ft.  
**COMPREHENSIVE PLAN:** Neighborhood 10: Commercial (retail/office)

### SURROUNDING ZONING AND LAND USES:

**NORTH:** R-5 Single Family Residential District – Residential Property  
**SOUTH:** B-1 General Business District – America’s Best Value Inn  
**EAST:** B-1 General Business District – vacant commercial building (340-360 W. Northwest Hwy)  
**WEST:** B-1 General Business District – medical office

### SUBMITTALS

This report is based on the following documents, which were filed with the Development Services Dept.:

1. Petition for Public Hearing, Affidavit of Ownership, Affidavit of Notice
2. Plat of Survey
3. Location Map
4. Business Description for Functional Fitness

## DESCRIPTION

The Petitioner is requesting an amendment to the existing SUPD ordinance for 400 W. Northwest Highway. The current ordinance only permits medical office and retail goods establishments and prohibits all other permitted and special uses in the B-1 General Business District. The Petitioner is requesting that all Permitted Uses in the B-1 General Business District be allowed as well a Special Use for Indoor Recreation. The primary tenant, Northwest Cardiology Associates, currently occupies approximately 4,400 square feet of the building. The new tenant, Functional Fitness, will occupy the remaining 1,500 square feet of the building. The proposed business, Functional Fitness, is currently located in the Village and operating under the name Totally Fit of Barrington. This business offers personal training and personal rehabilitation services on an appointment basis.

The current SUPD ordinance states that there are 19 parking spaces available on the site. Staff conducted a site inspection to confirm that there are actually 22 parking spaces on site (20 standard spaces and 2 accessible spaces). The existing medial office occupies 4,400 sq. ft. with 5 examination rooms and requires 15 parking spaces. The proposed indoor recreation user will occupy 1,500 sq. ft. and require 5 parking spaces. Therefore, the parking count is compliant with the current zoning requirements. Staff recommends revising the parking section of the ordinance to state that all future uses of the property shall comply with the current parking regulations per the current version of the Zoning Ordinance. Staff does not recommend limiting a specific user to a maximum square footage. Any use permitted by the ordinance will be allowed provided the parking requirements are met.

## SPECIAL USE STANDARDS

1. **The proposed special use is, in fact, a special use listed and authorized in the zoning district regulations within which the property is located.** A Planned Development is listed as a Special Use in the B-1 General Business District. In addition, the Petitioner is requesting indoor recreation as a special use at this location. Indoor Recreation is also listed as Special Uses in the B-1 General Business District. Staff finds that this standard is met.
2. **The proposed special use is consistent with the objectives of the Village's Comprehensive Plan and Zoning Ordinance.** The 2010 Comprehensive Plan designates this site as commercial (retail/office). The proposed land use is consistent with the Comprehensive Plan. Staff finds that this standard is met.
3. **The proposed special use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.** The proposed uses do not require any exterior modifications to the existing building. Staff finds that the existing building is compatible with its Northwest Highway location and therefore finds that this standard is met.

4. **The proposed special use will not significantly diminish the safety, use and enjoyment of surrounding property.** The proposed special use of indoor recreation will not affect the use or enjoyment of the surrounding properties. The proposed use will be conducted wholly within the existing building and therefore the activities of the business will not affect the neighboring properties. Staff finds that this standard is met.
5. **The proposed special use is adequately served by essential public facilities and services such as streets, police and fire service, drainage, refuse disposal, water and sewer, and schools, or the persons or agencies responsible for the establishment of the proposed special use shall provide adequately any such service.** This site is adequately served by all essential public facilities and services and no modifications to the existing systems are necessary at this time. Staff finds that this standard is met.
6. **The proposed special use does not create excessive additional requirements at public expense for public facilities and services and is not detrimental to economic welfare of the community.** The proposed amendment to the existing special use planned development ordinance will not create the need for any additional public facilities or services. Staff finds this standard is met.
7. **The proposed special use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.** The proposed planned development amendment will not create excessive traffic, noise, smoke, fumes, glare or odors. The proposed special use will be conducted wholly within the existing building. Staff finds that this standard is met.
8. **The proposed special use provides vehicular access to the property and does not create an interference with traffic on surrounding public thoroughfares.** The Petitioner is not proposing any site related improvements therefore the vehicular access to the property remain unchanged. Staff believes this standard has been met.
9. **The proposed special use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.** The proposed special use will be conducted wholly within the existing building. In addition, no exterior improvements are proposed at this time and therefore the request does not result in the loss or damage of any natural or scenic features. Staff finds that this standard is met.
10. **The proposed special use complies with all additional regulations in the Zoning Ordinance specific to the special use requested.** Staff finds that this standard is not applicable.

**Additionally, the following standards shall be given consideration**

11. **The existing uses and zoning of nearby property.** The subject property is surrounded by residential homes to the north, and commercial businesses of a similar nature to the south, east and west.
12. **The extent to which property values are diminished by the particular zoning restrictions.** The property values of the subject property and the surrounding properties are not diminished by

current zoning regulations. The property is currently commercial in nature and will remain commercial under the requested amendment. Staff finds that this standard is met.

13. **The extent to which limitation or destruction of property values of the petitioner promotes the general health, safety and welfare.** Denial of this request will not affect the property values of the Petitioner. Staff finds that this standard is not applicable.
14. **The relative gain to the public as compared to the hardship imposed upon the petitioner.** There is no relative gain to the public if the Petitioner is denied their request. However, the current SUPD ordinance is very restrictive by prohibiting permitted uses and therefore will make the re-leasing of the vacant portion of this building difficult. The Village and the general public will benefit from having a vacant tenant space occupied by an expanding business. Staff finds that this standard is met.
15. **The suitability of the particular property for the purpose for which it is now zoned.** No change to use or zoning of the property is proposed. Staff believes this standard has been met.
16. **The length of time that the property has been vacant, as zoned, considered in the context of land developed in the area in which the property is located.** The majority of the building is not vacant. However, a small portion of the building went vacant sometime in the last year.
17. **The care with which the community has undertaken to plan its land use development.** The Village has undertaken great care in developing its land use plan. The majority of the existing building is occupied by a successful medical practice. The proposed special use is consistent with the land use planning for this area of the Village. Staff believes this standard has been met.
18. **The evidence or lack of evidence of community need for the use proposed by the property owner.** The community has shown a need for the existing personal training business and therefore the business is prepared to expand to a larger facility. This indicates that the business is successful and the community can support this type of business. Staff finds that tis standard is met.

## RECOMMENDATION

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If the Plan Commission concurs with the above findings of fact, Staff recommends that the Plan Commission adopt this finding of fact with the following conditions and make a motion to recommend approval of PC 15-05 to the Village Board of Trustees.

- All future uses of the property shall be compliant with the underlying parking requirements.

Staff Report Prepared By:



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Jennifer Tennant,  
Assistant Director of Development Services

Staff Report Approved By:



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Greg Summers,  
Director of Development Services

**Village of Barrington  
Plan Commission Meeting  
Minutes Summary**

Date: May 12, 2015

Time: 7:00 p.m.

Location: Village Board Room  
200 South Hough Street  
Barrington, Illinois

In Attendance: Harry Burroughs, Commissioner  
Todd Sholeen, Commissioner  
Dan Hogan, Commissioner  
Anna Markley Bush, Chairperson

Staff Members: Jennifer Tennant  
Jean Emerick

**Call to Order**

Chairperson Bush called the meeting to order at 6:57 p.m.

Roll call noted the following: Harry Burroughs, present; Richard Ehrle, absent; Dan Hogan, present; Todd Sholeen, present; Mike Ward, absent; Jeff Anderson, absent; Chairperson Anna Markley Bush, present.

There being a quorum, the meeting proceeded.

Chairperson Bush announced the order of proceedings and swore in those wishing to address the Commission.

#####

**New Business**

**PC 15-05:** 400 W. Northwest Highway – Special Use Planned Development  
Amendment

**Petitioner/Owner:** Willis J. Swenson  
387 Crazy Woman Canyon Road  
Buffalo, WY 82834

The Petitioner is seeking approval of an amendment to existing special use planned development ordinance no. 09-3516 for the purpose of amending the list of permitted uses to allow all uses permitted in the underlying B-1 General Business District and adding indoor recreation as a special use. No exceptions from the Zoning Ordinance are requested at this time. The subject property is zoned B-1 General Business District. The subject property is located in Neighborhood 10, and is designated for Commercial (Retail/Office) by the Village of Barrington Comprehensive Plan.

Mr. Craig Pierson, attorney for the petitioner, Willis Swanson, said they would like to expand the current ordinance to include the current uses in the B-1 District and to add indoor recreation as a special use. They are a successful growing business. Barrington has supported their business so they wish to expand. The parking is compliant. It is consistent with Comprehensive Plan and Zoning Ordinance. The amendment will make it easier to lease.

Chairperson Bush asked if the green cards were turned in.

Ms. Tennant answered that they were. She said the existing Planned Development was very restrictive, so they requested that it is opened up to all permitted uses, with a special use for indoor recreation. Parking count is compliant and most uses will be compliant. There will be no exterior modifications. Staff recommends approval.

Commissioner Burroughs asked if the special use is for this lot and building only or will it include surrounding properties.

Ms. Tennant answered that it would be just this building.

There was no public comment.

Commissioner Sholeen moved and Commissioner Burroughs seconded the motion to approve PC 15-05 a special use planned development for the purpose of amending the list of permitted uses to allow all uses permitted in the underlying B-1 General Business District and adding indoor recreation as a special use.

*Roll call Vote: Mr. Burroughs, yes; Mr. Ehrle, absent; Mr. Hogan, yes; Mr. Sholeen, yes; Mr. Ward, absent; Mr. Anderson, absent; and Chairperson Bush, yes. The vote was 4 – 0; the motion carried.*

Ms. Tennant said that it will be placed on file with the Village Board on June 8<sup>th</sup> and up for approval on June 22<sup>nd</sup>.

#####

### **Planners Report**

Ms. Tennant said that she hopes to have a quorum for the special meeting with the Board of Trustees on June 9<sup>th</sup>. They will discuss changing East Main Street to a more expansive B-5 District. They will also be discussing making all massage establishments a special use, as other

surrounding communities have done.

The Village has received an annexation request for 900 Summit, which will also be discussed at the special meeting.

*Approval of Minutes*

The March 10, 2015 and April 14, 2015 minutes could not be approved as the appropriate Commission members were not present.

*Adjournment*

Commissioner Burroughs and seconded by Vice-Chairperson Hogan to adjourn the meeting at 7:12 p.m. Chairperson Bush declared the motion approved.

Respectfully submitted,  
Jean Emerick

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Anna Bush, Chairperson  
Plan Commission



# BARRINGTON

## Committee of the Whole Report

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**To:** Village President and Board of Trustees

**From:** Mark Werksman, Director of Public Works

**Subject:** Bi-annual State of Illinois Resolution for Construction on State Highways

**Date:** June 22, 2015

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### EXECUTIVE SUMMARY

Bi-annually, the Village adopts a State Resolution that allows the Village to execute work on Illinois State right-of-ways in lieu of a Surety Bond. The adoption of this resolution avoids unnecessary costs, delays, and ensures we are in compliance with IDOT requirements.

### BACKGROUND/HISTORY

Chapter 121 of the Illinois Revised Statutes provides that any person, firm, or corporation desiring to do work on the rights-of-ways maintained by the State of Illinois must first obtain a written permit from the Illinois Department of Transportation (IDOT). This includes any emergency work on broken water mains or sanitary/storm sewers.

A Surety Bond is typically required with each IDOT permit application to ensure that all work is completed in accordance with State Specifications. In addition to the cost of the surety bond, the IDOT permit process can take up to two to three weeks. Municipalities can avoid the unnecessary costs and delays by submitting a bi-annual resolution in lieu of the bond. This Resolution also allows for the verbal issuance of emergency work permits.

### SUGGESTED ACTION

Staff suggests the Village Board approve the attached Resolution, allowing the Village to work on the State right-of-ways in lieu of a Surety Bond.

### ATTACHMENTS

Resolution

### Newsletter Blurb

*IDOT Permit Resolution:* Included on the June 22, 2015, Village Board Agenda was a IDOT Resolution, that allows the Village to execute emergency work on the States right-of-ways in lieu of a Surety Bond. This process saves the Village time and money.

A RESOLUTION PLEDGING THE VILLAGE OF BARRINGTON'S GOOD FAITH AND GUARANTEES RELATIVE TO WORK PERFORMED BY THE VILLAGE AND/OR ITS CONTRACTORS AND AGENTS IN RIGHTS-OF-WAY UNDER THE JURISDICTION AND CONTROL OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION

WHEREAS 605 ILCS 5/4-208 and 5/9-113 requires that any person, firm or corporation desiring to do work on State maintained rights-of-way must first obtain a written permit for such work from the Illinois Department of Transportation, including any emergency work on broken water mains or sewers, and must submit a surety bond with each permit application to insure completion of all such work, with the exception of municipalities that have enacted a resolution pledging the municipality's good faith and guarantees relative to any such work performed during a two (2) year period are exempt from submitting a surety bond with any such permit application; and

WHEREAS, in light of the foregoing statutory provisions, the Corporate Authorities of the Village of Barrington, an Illinois municipal corporation, desire to pass the required resolution expressing the Village's good faith and guarantees relative to the completion of any such work performed by the Village in any rights-of-way under the jurisdiction and control of the Illinois Department of Transportation, except that any contractors and/or agents engaged by the Village to perform any such work are required to obtain the required permits from the Department and comply with the bonding requirements of the Department; and

WHEREAS, the Village of Barrington, hereinafter referred to as the "Village", located in Cook and Lake Counties, Illinois, desires to undertake, in the calendar years 2015 and 2016, and the location, construction, operation and maintenance of driveways and street returns, water mains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways within said Village, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois, hereinafter referred to as the "Department"; and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the Village or by a private person or firm under contract and supervision of the Village:

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

SECTION 1: The Corporate Authorities of the Village of Barrington hereby find that the recitals hereinabove set forth are true and correct and are incorporated into the text of this Resolution as their findings of fact to the same extent as if such recitals had been set forth herein in their entirety.

SECTION 2: That the Village hereby pledges to the Department its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by the Department, and the Village of Barrington shall hold the State of Illinois harmless during the prosecution of such work, and shall assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

SECTION 3: That all authorized officials of the Village are hereby instructed and authorized to sign said working permit on behalf of the Village.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, BY ROLL CALL VOTE AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Karen Y. Darch, Village President

ATTESTED AND FILED THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Adam Frazier, Village Clerk



# Illinois Department of Transportation

Division of Highways / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

## PERMITS

Resolution for Construction on State Highway

June 4, 2015

The Honorable Karen Darch  
Village President  
Village of Barrington  
200 South Hough Street  
Barrington, IL 60010-4399

Dear Village President Darch:

Chapter 605 ILCS 5/4-208 and 5/9-113 of the Illinois Revised Statutes requires that any person, firm or corporation desiring to do work on State maintained right of way must first obtain a written permit from the Illinois Department of Transportation. This includes any emergency work on broken watermains or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with State specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years, as appropriate, the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847) 705-4612.

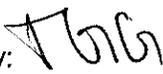
Village President Darch  
June 4, 2015  
Page two

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions that you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

If you have any questions or need additional information, please contact the undersigned, at (847) 705-4131.

Very truly yours,

John Fortmann, P.E.  
Deputy Director of Highways,  
Region One Engineer

By:   
Thomas G. Gallenbach, P.E.  
Traffic Permits Engineer

RESOLUTION

Whereas, the \_\_\_\_\_, hereinafter referred to as MUNICIPALITY, located in the County of \_\_\_\_\_, State of Illinois, desires to undertake, in the calendar years 20\_\_ and 20\_\_, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

Whereas, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person of firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by the Department, and MUNICIPALITY shall hold State of Illinois harmless during the prosecution of such work, and shall assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

I, \_\_\_\_\_, hereby certify the  
above to be a true copy of the resolution passed by the  
MUNICIPALITY. Dated this \_\_\_\_\_ day of  
\_\_\_\_\_ A.D. \_\_\_\_\_.

Corporate Seal

By: \_\_\_\_\_



## Agenda Report

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**To:** Village President and Board of Trustees

**From:** Tom Gilbert, IS Coordinator

**Subject:** Lease of Copy Machines

**Date:** June 15, 2015

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### EXECUTIVE SUMMARY

Presented for approval is an ordinance authorizing the approval of a lease agreement with Illinois Paper and Copier Company for the lease of 3 black ink multi-function (copy, print, scan, and fax) machines, 3 color ink multi-function machines, and 4 desktop black ink multi-function machines (10 machines total). These machines would replace the current machines in the Village Manager's Office, Financial Services, Development Services, Public Works, Police Department, Fire Department, as well as the two color printers at Village Hall and the Public Safety Facility. We are also adding one desk-top multi-function machine (include in the total above) to Barrington's White House.

### BACKGROUND INFORMATION

In 2011, the Village entered into a lease agreement with our current vendor for 6 black ink multi-function machines, 2 color ink printers, and 3 desktop black ink multi-function machines. The lease for these machines expired in May and we are currently on a month-to-month extended lease. The plan to replace the 2011 machines increases the functionality and reduces the number of units needed.

Staff is recommending a continued lease option for the replacement of the current machines for several reasons. First, a lease avoids a large payment for the machines at the beginning of their use by the Village and match the expense for the machines to when they are actually being used. In addition, leasing provides an advantage at the end of the lease when the Village does not have to devise a method to dispose of the used copiers, as the machines are simply returned to the company at the end of the lease period.

Staff is recommending the lease of all ten machines from Illinois Paper and Copier Company, which is our current vendor. Proposals were solicited from four vendors, including Xerox, Canon, Impact Networking, and Illinois Paper and Copier. The Village asked that each vendor provide quotes for comparable or better units than what we currently have, with the addition of the color multi-function machine. Illinois Paper and Copier is being recommended as it is the vendor that met the specifications for the lowest overall cost, including per click pricing. Their price includes a rebate of \$6,250 for our existing leased machines. A comparison of the quotes is attached to this memo.

The quotes that we received only included three desktop black ink multi-function machines, as we were replacing existing equipment. After all the quotes were submitted, it was determined that Barrington's White House would also need a desktop black ink multi-function machine.

**SUGGESTED ACTION**

Approve the attached ordinance.

**ATTACHMENT**

- Ordinance Approving and Authorizing Execution of a Lease-Purchase Agreement and Other Related Documents for the Lease-Purchase of Office Equipment for the Village's Use

06/08/15  
06/10/15  
06/11/15

VILLAGE OF BARRINGTON

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ORDINANCE NO. 2015-\_\_\_\_

AN ORDINANCE APPROVING AND AUTHORIZING  
EXECUTION OF A LEASE-PURCHASE AGREEMENT AND OTHER  
RELATED DOCUMENTS FOR THE LEASE-PURCHASE OF OFFICE EQUIPMENT  
FOR THE VILLAGE'S USE

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ADOPTED BY THE  
CORPORATE AUTHORITIES  
OF THE  
VILLAGE OF BARRINGTON, ILLINOIS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015

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Published in pamphlet form by the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2015.

AN ORDINANCE APPROVING AND AUTHORIZING  
EXECUTION OF A LEASE-PURCHASE AGREEMENT AND OTHER  
RELATED DOCUMENTS FOR THE LEASE-PURCHASE OF OFFICE EQUIPMENT  
FOR THE VILLAGE'S USE

WHEREAS, the Corporate Authorities of the Village of Barrington, an Illinois municipal corporation ("Village") located in Cook and Lake Counties, Illinois, solicited proposals from various companies without advertising for competitive bids and received proposals for the lease-purchase of certain office equipment, and specifically, ten (10) multi-function copier/printer/scanners (the "Office Equipment") for the Village's use in order to replace the existing office equipment of the Village; and

WHEREAS, statutory bidding requirements which might otherwise be applicable to such a lease-purchase of office equipment may be waived by the Village by a vote of two-thirds of all trustees then holding office; and

WHEREAS, the Corporate Authorities of the Village desire to accept the lowest proposal received by the Village from Illinois Paper and Copier Company ("IPCC") for the lease-purchase of the Office Equipment at a total monthly cost not to exceed Two Thousand Seven Hundred and no/100 U.S. Dollars (\$2,700.00) per month for a total of forty-eight (48) months, without advertising for competitive bids; and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code, and specifically 65 ILCS 5/11-76-6 thereof, the Village is authorized to lease personal property for public purposes pursuant to such agreements that provide for the consideration for such lease to be paid in monthly payments during a period of not exceeding five (5) years; and

WHEREAS, the Corporate Authorities of the Village have determined that although the Village does not presently have the funds to purchase the Office Equipment, it is in the best interests of the Village to provide for the lease-purchase thereof, and in consideration therefor, the Corporate Authorities have also determined that it is advisable, necessary, and in the best interests of the Village and its residents to enter into the aforesaid Lease-Purchase Agreement by and through DeLage Landen Public Finance, LLC on behalf of IPCC for the Office Equipment:

WHEREAS, the Village is also authorized by Illinois statutes (among others, 65 ILCS 11-76-4) to sell, by various means, personal property which has been determined by a majority of the Corporate Authorities of the Village to no longer be necessary or useful to the Village; and

WHEREAS, in the opinion of at least a simple majority of the Corporate Authorities of the Village, it is no longer necessary, useful, or in the best interest of the Village to retain ownership of the existing Village office equipment described in Section 4 of this Ordinance:

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

SECTION 1: The Corporate Authorities of the Village hereby find that the recitals hereinabove set forth are true and correct and are incorporated into the text of this Ordinance as its findings of fact to the same extent as if each such recital had been set forth herein in its entirety.

SECTION 2: The Corporate Authorities of the Village hereby determine that it is advisable, necessary, and in the best interests of the Village and its residents that the Village enter into a lease-purchase agreement for the Office Equipment as specified on the Sales Order received from Illinois Paper and Copier Company (“IPCC”) and provide for the funds necessary for the lease-purchase of the Office Equipment for a total monthly payment of not to exceed \$2,700.00 per month to be paid in forty-eight (48) equal monthly payments pursuant to the attached Lease-Purchase Agreement, which includes payment for the Service Agreement with IPCC.

SECTION 3: The Corporate Authorities of the Village hereby approve the subject Lease-Purchase Agreement with DeLage Landen Public Finance, LLC on behalf of IPCC for a term of forty-eight (48) months and the related Service Agreement with IPCC, which shall run concurrently with the entire 48-month period of the Lease-Purchase Agreement, and agree to provide for the aforesaid funds necessary for both the Lease-Purchase Agreement and the Service Agreement, which shall be in substantially the forms attached hereto as Group Exhibit 1 and thereby made a part hereof.

SECTION 4: Pursuant to authority in the Illinois Constitution and statutes (including but not limited to 65 Illinois Compiled Statutes 5/11-76-4), the Corporate Authorities of the Village also find that certain Village office equipment described herein, now owned by the Village, is no longer necessary or useful to the Village, and the best interests of the Village will be served by disposing of said Village office equipment by the sale thereof to IPCC, and the Corporate Authorities hereby authorize the unadvertised private sale of such Village office equipment to IPCC, and upon receipt by the Village of a lump sum payment from IPCC of \$6,250.00, the Village Manager is hereby authorized to transfer, assign, and convey to IPCC all interests the Village has in the following Village office equipment:

- (1) Six (6) Ricoh MP 8001’s;
- (2) Two (2) Ricoh C820DN’s; and
- (3) Three (3) Ricoh MP 201’s.

SECTION 5: From and after the effective date of this Ordinance, the Village President is hereby authorized to execute the Lease-Purchase Agreement and related Service Agreement with IPCC, and the Village Clerk is hereby authorized to attest thereto, and to do all things necessary and essential, including the execution of any documents and certificates, to carry out the provisions of the Lease-Purchase Agreement and the related Service Agreement with IPCC, and the Village Clerk is hereby directed to provide to DeLage Landen Public Finance, LLC an executed original of the Lease-Purchase Agreement and a photocopy of the executed Service Agreement, and an executed original of the Service Agreement and a photocopy of the Lease-Purchase Agreement to IPCC, together with any other executed documents respectively relating to each such agreements in order to implement said agreements.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval by a two-thirds majority of all of the Corporate Authorities, and publication in the manner provided by law.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015 BY A ROLL CALL VOTE OF A TWO-THIRDS MAJORITY OF ALL OF THE CORPORATE AUTHORITIES NOW HOLDING OFFICE (FIVE VOTES REQUIRED) AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Karen Y. Darch, Village President

ATTESTED AND FILED THIS \_\_\_\_  
DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Adam Frazier, Village Clerk

Published in Pamphlet Form the \_\_\_\_ day of \_\_\_\_\_, 2015.

GROUP EXHIBIT 1

- (1) SALES ORDER FROM ILLINOIS PAPER AND COPIER CO. (“IPCC”)
- (2) SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND IPCC
  - (A) SCHEDULE A, YEARLY VARIABLE “COST PER IMAGE” RATES
- (3) STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT BETWEEN VILLAGE OF BARRINGTON AND DeLAGE LANDEN PUBLIC FINANCE, LLC. FOR LEASE OF THE “OFFICE EQUIPMENT”, INCLUDING:
  - (A) ATTACHMENT 1: LEASE PAYMENT SCHEDULE
  - (B) ATTACHMENT 2: EQUIPMENT DESCRIPTION
  - (C) I.R.S. FORM 8038-GC
  - (D) ACCEPTANCE CERTIFICATE
  - (E) BILLING INFORMATION SHEET
- (4) LETTER AGREEMENT BETWEEN VILLAGE OF BARRINGTON AND IPCC RE: PAYMENT OF \$6,250.00 BY IPCC TO VILLAGE FOR SURPLUS PROPERTY

# Sales Order



**Illinois Paper & Copier Co.**

6 Territorial Ct. · Bolingbrook, IL 60440

**630-679-9090**

FAX: 630-679-0999

www.illinoispapercopier.com

Sales Rep. Name Todd Y.  
Requested Install Date/Time \_\_\_\_\_

PO Number \_\_\_\_\_

Customer No. \_\_\_\_\_

Customer No. \_\_\_\_\_

**Bill To:**

Company Name Village of Barrington  
Address 200 South Hough Street  
City Barrington State IL Zip 60010  
Billing Contact Tom Gilbert  
Phone/Ext. 847-304-3400

**Ship To: (if other than Bill To)**

Company Name Village of Barrington  
Address 200 South Hough Street  
City Barrington State IL Zip 60010  
Shipping Contact Tom Gilbert  
Phone/Ext. 847-304-3400

**EQUIPMENT INFORMATION**

QTY	ITEM NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	UNIT PRICE	TOTAL
(3)		Ricoh MP 7502SP			LEASE
		- with Stapler, 3-hole punch, LCT, & Fax			
(3)		Ricoh MP C8002SP			
		- with Stapler, 3-hole punch, LCT, & Fax			
(4)		Ricoh MP 201SPF			

**SERVICE**

- Separate contract
- Service included
- Service contract declined

Special Instructions \_\_\_\_\_

Subtotal	Lease
Delivery	Included
<b>TOTAL</b>	<b>See Below</b>

plus applicable taxes

**ORDER TYPE (check one)**

- Lease
- Cash Purchase
- Trade-in
- Buyout / upgrade exists
- Print Plus
- Cash payment terms: \_\_\_\_\_
- Model #: \_\_\_\_\_
- Leasing Co.: \_\_\_\_\_

**LEASE INFORMATION**

Monthly Lease of \$ 2,700 per month

Total # of payments: 48

Purchase Option:  FMV  10%  \$1

Lease Deposit: 0 for 0 months

Delivery and acceptance of this equipment is not required for this agreement to be in effect. Upon signing this agreement, Illinois Paper & Copier Co. will immediately order all equipment and software as well as process all applicable payoff money and manufacturer rebates. This series of events is irreversible and requires this document to be in full effect and non cancellable. Any attempt to do so will result in a minimum 25% restocking fee plus the amount equal to any and all payoff amounts processed.

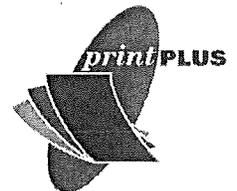
WE HEREBY AGREE to purchase the item(s) listed above in accordance with the terms and provisions set forth above. This document supersedes all prior written and/or verbal agreements.

**Customer Acceptance**

Signature: [Signature]

Printed Name: [Name]

Title: [Title] Date: [Date]



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# Service Agreement



**Illinois Paper & Copier Co.**

6 Territorial Ct. • Bolingbrook, IL 60440

**630-679-9090**

FAX: 630-679-0999

www.illinoispapercopier.com

<b>Bill To:</b>			<b>Ship To:</b>		
Company Name Village of Barrington			Company Name Village of Barrington		
Address 200 South Hough Street			Address 200 South Hough Street		
City Barrington	State IL	Zip 60010	City Barrington	State IL	Zip 60010
Contact Name Tom Gilbert			Contact Name Tom Gilbert		
Dept/Location			Dept/Location		
Phone (847) 304-3400		Fax	Phone (847) 304-3400		
Key Operator			Email		

## EQUIPMENT

Make	Model	Serial Number	Department
(4) Ricoh MP 201SPF			
(3) Ricoh MP 7502SP			
(3) Ricoh MP C8002SP			

Special Instructions 11 x 17 images will be billed at one click. Variable year increases are listed on "Attachment A".

Agreement includes toner, parts, labor, service, and staples.

Additional equipment. See schedule attached.

This agreement period is effective from \_\_\_\_\_ Term of the lease \_\_\_\_\_ to \_\_\_\_\_

\$ "cost per image"  Flat Rate  CPP  Copy Block

Frequency:  Quarterly  Monthly

Includes:  Labor  Parts & Labor  Parts, Labor & Consumables

### Items not included:

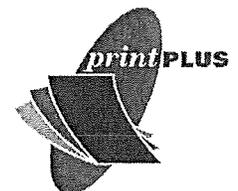
Paper & ~~Staples~~  
IT - Network Support

MFP B & W Copy/Print Allowance:	See "Attachment A"	Excess Rate: \$	Initial Meter Read:
MFP COLOR Copy/Print Allowance:	See "Attachment A"	Excess Rate: \$	Initial Meter Read:
Printer B & W Printer Allowance:	n/a	Excess Rate: \$	Initial Meter Read:
Printer COLOR Printer Allowance:	n/a	Excess Rate: \$	Initial Meter Read:

Customer agrees to purchase, and Illinois Paper & Copier Co. agrees to provide maintenance service for the equipment stated, in accordance with the terms and conditions of this agreement. No other terms or conditions express or implied, are authorized unless they appear on the original of this agreement, that is signed by both parties.

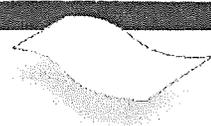
The additional terms and conditions on page 2 hereof are incorporated in and made part of this agreement. The Undersigned warrants that they are authorized by Customer to enter into this agreement.

<b>Customer Acceptance</b>	
Signature: _____	
Printed Name: _____	
Title _____	Date _____
<b>IPCC Acceptance</b>	
Signature: _____	Date _____
Director of Service	



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RIGHT SOLUTIONS

# TERMS & CONDITIONS



**Illinois Paper & Copier Co.**

6 Territorial Ct. • Bolingbrook, IL 60440

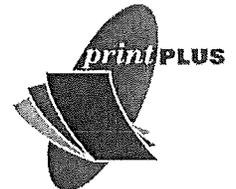
**630-679-9090**

FAX: 630-679-0999

www.illinoispapercopier.com

1. All agreements include unlimited service calls with labor and parts (parts as classified by the manufacturer).
2. All agreements exclude the following unless specified on the front of this contract:
  - Copiers: External cards, coin operated equipment, color supplies, paper, staples, hard drives and software/ connected hardware.
  - Connected equipment: Connected equipment will be covered up to the computer/network connection of the copier. Service calls caused by computer/network will be charged at the current published hourly labor rate. Digital connected equipment must be accompanied by a "Scope of Work" agreement.
3. IPCC will provide maintenance on the equipment listed on the front of this agreement for the length of time specified, or the allotted copy allowance, whichever comes first, except as follows:
  - Repairs resulting from causes other than normal use, abuse or misuse by the operator, operator-inflicted damage to copier, drums, use of supplies, spare parts, or paper that do not meet manufacturer's specifications and cause abnormal service problems.
  - Fire, accident, theft or damage to the machine due to repairs/or movement by someone other than an authorized dealer representative.
  - Reconditioning, rebuilding, or overhaul of equipment.
  - Changes of toner, toner bags, staples, paper, or installation of accessories and process units.
  - Assembly, disassembly or moving of equipment.
  - If an early termination of service is requested and such privilege is granted, a 50% cancellation fee will be assessed.
4. The pricing agreed to on front of agreement is based upon 10% fill on the page. In the event the client does more than 10% fill, resulting in more toner being delivered and/or used, those excess toners become immediately billable at IPCC rates.
5. Applicable freight charges apply on all supply deliveries unless stated otherwise in special instructions.
6. ~~All 11x17 through put will be recognized and billed as two copies/prints.~~ Document scans shall not exceed copies or prints. Scans exceeding 120% of the page meter will be charged at .0005 / scan.
7. IPCC shall not be responsible for repairs or maintenance resulting from the use of supplies or parts not obtained from IPCC. The quality of such parts and supplies varies widely and cannot be warranted by IPCC. Therefore use of supplies not purchased through IPCC may void your contract.
8. IPCC shall not be responsible for delays, inability to provide service calls due to strikes, accidents, embargoes, act of God or any other event beyond its control. All service under this agreement shall be rendered during normal working hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding IPCC recognized holidays.
9. **BREACH OR DEFAULT**  
If the customer does not pay all charges for maintenance or parts as provided hereunder, or promptly when due, or their account is past due: (1) IPCC may (a) refuse to service the equipment or; (b) furnish service on a C.O.D. "Per Call" basis at published labor rates and (2) the customer agrees to pay IPCC costs and expenses of collection including the reasonable attorney's fees permitted by law in addition to all other rights and remedies available to IPCC.
10. All equipment sold by IPCC is designed to give excellent performance when operated within the following guidelines:
  - Equipment must be placed in a normal office setting with a sufficient amount of space for access, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes.
  - Equipment must be operated on an isolated electrical line. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlet, as specified by the original manufacturer.
  - Any power surge or spikes in customer power supply that result in blowing of circuit or main board, will be billed to the customer at prevailing parts and labor rates.
- Equipment should be operated within the manufacture specified operational specifications.
- Only supplies with manufacturer required specifications may be used.
11. IPCC reserves the right to inspect all equipment to be covered under a maintenance agreement to determine that it is in good mechanical condition prior to effective date of the agreement. Should the equipment require repair or overhaul before a maintenance agreement is accepted (or in force), repairs will be made at the hourly rate plus the cost of parts.
12. Customer agrees to allow IPCC to deploy a remote monitoring application to gather meter readings and toner alerts for IPCC supported equipment connected to the customer's network. IPCC will assess billable service calls at a rate of \$125/hr. to collect all meter reads if not provided by client every 30 days.
13. IPCC may increase the base payment and/or excess copy charge annually to prevailing rates during the term of this agreement.
14. When in its sole discretion IPCC determines a shop recondition is necessary to keep the equipment in proper working condition, IPCC will submit to customer an estimate of needed repairs and the cost which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, IPCC may discontinue service of the agreement, or refuse to renew this agreement upon its expiration. Thereafter, service will be available on a "per call basis" at published rates.
15. This agreement is not refundable or transferable to a third party. All unused supplies are the property of IPCC.
16. No credit will be applied toward unused copy allowance. Unused copies are lost.
17. In the event a manufacturer discontinues parts or supplies for your machine this agreement will be terminated and the unused portion can be transferred to a new machine purchased through IPCC.
18. Other than the obligations set forth herein, IPCC DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED. FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IPCC SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT AND CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED THEREBY.
19. IPCC will bill to customer in accordance with State and Federal tax laws, all taxes associated with the consumable items on said maintenance agreement called use tax.
20. IPCC will automatically renew contract for additional 12 month period if written notice to cancel has not been received 90 days prior to expiration.
21. Miscellaneous:
  - This agreement shall be governed by and construed according to the laws of the State of Illinois applicable to agreements wholly negotiated, executed and performed in Illinois. It constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of IPCC and the customer.
  - Full Service maintenance is only available for equipment having a valid manufacturer serial number and UL certification.
  - The customer agrees to make available and designate a suitable key operator for the training in the use of the equipment. Should the employment status of designated operator change so as to affect the operator's ability to perform this assignment, the customer shall inform IPCC immediately. Key operator shall be responsible for providing IPCC with monthly meter readings.
  - IPCC is hereby authorized to offset any past balance against amounts due customer at termination. Customer agrees that, should they have any past due balances with IPCC for any reason, service under this agreement will be suspended until such past due balances shall have been satisfied.

<b>Customer Acceptance</b>	
Signature: _____	
Printed Name: _____	
Title _____	Date _____



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“SCHEDULE A”

Yearly Variable “Cost Per Image” Rates

---

Ricoh MP 7502SP & Ricoh MP 201SPF Yearly Rates

.004 (year 1 rate)  
.0042 (year 2 rate)  
.00441 (year 3 rate)  
.00463 (year 4 rate)

Ricoh MP C8002SP Yearly Rates

Black/White Rates

.0066 (year 1 rate)  
.00693 (year 2 rate)  
.0073 (year 3 rate)  
.0077 (year 4 rate)

Color Rates

.0432 (year 1 rate)  
.0454 (year 2 rate)  
.0477 (year 3 rate)  
.05 (year 4 rate)

  
-----  
Signature  
Village of Barrington

  
-----  
Title

  
-----  
Print Name

  
-----  
Date

# De Lage Landen Public Finance LLC

1111 Old Eagle School Road  
Wayne, PA 19087

# State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220  
FACSIMILE: (800) 700-4643

<b>LESSEE</b>	Full Legal Name <b>VILLAGE OF BARRINGTON</b>	Phone Number <b>847-304-3400</b>
	DBA Name (if any)	Purchase Order Requisition Number
	Billing Address <b>200 S HOUGH STREET</b>	City <b>BARRINGTON</b>
		Zip <b>60010</b>
		Send Invoice to Attention of:

<b>EQUIPMENT INFORMATION</b>	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule if Necessary)
				<b>PLEASE SEE ATTACHED EQUIPMENT DESCRIPTION AS "ATTACHMENT 2"</b>
	Equipment Location (if not same as above)	City	State	Zip

<b>PAYMENT INFORMATION</b>	Number of Lease Payments <b>48</b>	Lease Payments See Lease Payment Schedule Attached as Attachment 1
	Full Lease Term (in Months) <b>48</b>	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other _____
		End of Lease Option: \$1

<b>BANK QUALIFICATION</b>	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
	<input type="checkbox"/> Bank Qualification Elected

### TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

<b>LESSEE SIGNATURE</b>	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.
	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED
	Signature _____ Date _____
	Title _____
	Print Name _____
	Legal Name of Corporation <b>VILLAGE OF BARRINGTON</b> (LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

<b>LESSOR</b>	Lessor Signature _____	Date _____
	Print Name _____	
	Title _____	
	For <b>DE LAGE LANDEN PUBLIC FINANCE LLC</b>	
	Lease Number <b>PUB 14898</b>	
	Lease Date <b>JUNE 26</b> , 2015	
	Vendor I.D. Number <b>K6593</b>	

**8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

**9. MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

**YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.**

**10. ASSIGNMENT.** YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

**11. LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

**12. INDEMNITY.** WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

**13. TAXES.** YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

**14. INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

**15. DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

**16. REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

**17. PURCHASE OPTION.** Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

**18. REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

**19. UCC FILINGS AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

**20. UCC - ARTICLE 2A PROVISIONS.** YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

**21. TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

**22. BANK QUALIFICATION.** If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**23. CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a jury trial.

**24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

**25. FACSIMILE DOCUMENTATION.** YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

# ATTACHMENT 1

# STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

## Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: VILLAGE OF BARRINGTON

LEASE NUMBER: PUB 14898

LEASE DATE: JUNE 26, 2015

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0.00	0.00	0.00	119,840.21	0.00
1	2,700.00	388.51	2,311.49	117,528.72	121,054.58
2	2,700.00	381.02	2,318.98	115,209.74	118,666.03
3	2,700.00	373.50	2,326.50	112,883.24	116,269.74
4	2,700.00	365.96	2,334.04	110,549.20	113,865.68
5	2,700.00	358.39	2,341.61	108,207.59	111,453.82
6	2,700.00	350.80	2,349.20	105,858.39	109,034.14
7	2,700.00	343.18	2,356.82	103,501.57	106,606.62
8	2,700.00	335.54	2,364.46	101,137.11	104,171.22
9	2,700.00	327.88	2,372.12	98,764.99	101,727.94
10	2,700.00	320.19	2,379.81	96,385.18	99,276.74
11	2,700.00	312.47	2,387.53	93,997.65	96,817.58
12	2,700.00	304.73	2,395.27	91,602.38	94,350.45
13	2,700.00	296.97	2,403.03	89,199.35	91,875.33
14	2,700.00	289.18	2,410.82	86,788.53	89,392.19
15	2,700.00	281.36	2,418.64	84,369.89	86,900.99
16	2,700.00	273.52	2,426.48	81,943.41	84,401.71
17	2,700.00	265.65	2,434.35	79,509.06	81,894.33
18	2,700.00	257.76	2,442.24	77,066.82	79,378.82
19	2,700.00	249.84	2,450.16	74,616.66	76,855.16
20	2,700.00	241.90	2,458.10	72,158.56	74,323.32
21	2,700.00	233.93	2,466.07	69,692.49	71,783.26
22	2,700.00	225.94	2,474.06	67,218.43	69,234.98
23	2,700.00	217.92	2,482.08	64,736.35	66,678.44
24	2,700.00	209.87	2,490.13	62,246.22	64,113.61
25	2,700.00	201.80	2,498.20	59,748.02	61,540.46
26	2,700.00	193.70	2,506.30	57,241.72	58,958.97
27	2,700.00	185.57	2,514.43	54,727.29	56,369.11
28	2,700.00	177.42	2,522.58	52,204.71	53,770.85
29	2,700.00	169.24	2,530.76	49,673.95	51,164.17
30	2,700.00	161.04	2,538.96	47,134.99	48,549.04
31	2,700.00	152.81	2,547.19	44,587.80	45,925.43
32	2,700.00	144.55	2,555.45	42,032.35	43,293.32
33	2,700.00	136.27	2,563.73	39,468.62	40,652.68
34	2,700.00	127.95	2,572.05	36,896.57	38,003.47
35	2,700.00	119.62	2,580.38	34,316.19	35,345.68
36	2,700.00	111.25	2,588.75	31,727.44	32,679.26

Sales tax of \$0.00 is included in the financed amount shown above.

Lessee Signature: [Signature] Date: [Date]  
 Print Name: [Name] Title: [Title]

12PFDOC224

**ATTACHMENT 1**

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT**

**Lease Payment Schedule**

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: VILLAGE OF BARRINGTON

LEASE NUMBER: PUB 14898

LEASE DATE: JUNE 26, 2015

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
37	2,700.00	102.86	2,597.14	29,130.30	30,004.21
38	2,700.00	94.44	2,605.56	26,524.74	27,320.48
39	2,700.00	85.99	2,614.01	23,910.73	24,628.05
40	2,700.00	77.52	2,622.48	21,288.25	21,926.90
41	2,700.00	69.01	2,630.99	18,657.26	19,216.98
42	2,700.00	60.49	2,639.51	16,017.75	16,498.28
43	2,700.00	51.93	2,648.07	13,369.68	13,770.77
44	2,700.00	43.34	2,656.66	10,713.02	11,034.41
45	2,700.00	34.73	2,665.27	8,047.75	8,289.18
46	2,700.00	26.09	2,673.91	5,373.84	5,535.06
47	2,700.00	17.42	2,682.58	2,691.26	2,772.00
48	2,700.00	8.74	2,691.26	0.00	0.00
Grand Totals	129,600.00	9,759.79	119,840.21		

Lessee Signature: (Signature)

Date: (Date)

Print Name: (Signature)

Title: (Signature)

**ATTACHMENT 2**

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT  
EQUIPMENT DESCRIPTION**

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: VILLAGE OF BARRINGTON

LEASE NUMBER: PUB 14898

LEASE DATE: JUNE 26, 20 15

Quantity	Description/Serial No./Model No.	Location
4	NEW RICOH 201SPF DIGITAL COPIERS WITH ATTACHMENTS S/N: _____ S/N: _____ S/N: _____ S/N: _____	
3	NEW RICOH MP7502SP DIGITAL COPIERS WITH ATTACHMENTS S/N: _____ S/N: _____ S/N: _____	
3	NEW RICOH MP C8002SP DIGITAL COPIERS WITH ATTACHMENTS S/N: _____ S/N: _____ S/N: _____	

LESSEE Signature:

Date:

Print Name:

Title:



## When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

## Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL); DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

## Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

## Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

## Definitions

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

## Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 3 and 4.** Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

**Note.** The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Part II—Description of Obligations**

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

**Lines 9a through 9h.** Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

**Lines 9i and 9j.** For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 9k.** Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

**Line 10.** Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(II).

**Line 11.** Check this box if the issuer is a construction issuer and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 12.** Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Line 13.** Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Signature and Consent**

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

**Note.** If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

**Paid Preparer**

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice**

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form** . . . . . 4 hr., 46 min.
- Preparing the form** . . . . . 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS** . . . . . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

# De Lage Landen Public Finance LLC

1111 Old Eagle School Road  
Wayne, PA 19087

# ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of JUNE 26, 2015, between **De Lage Landen Public Finance LLC**, as Lessor, and VILLAGE OF BARRINGTON, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee VILLAGE OF BARRINGTON	
	Signature	Date
		
		

07PFD0C055v1

# BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.



Billing Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
(Name of individual who will process payments)

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Primary Contact Number: \_\_\_\_\_

Do you require a P.O.# to be referenced on invoices you receive from us? YES  NO

P.O.#: \_\_\_\_\_

Do you have multiple leases, and would like them all billed on one invoice (summary billing)? YES  NO

This form completed by: \_\_\_\_\_  
(Name and Title)

## CONTACT INFORMATION FOR FORM 8038 FILINGS

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

# Illinois Paper & Copier Co.

"Your Technology People"

6 TERRITORIAL CT., BOLINGBROOK, IL 60440

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To: Village of Barrington  
From: Illinois Paper & Copier Co.  
Date: June 4<sup>th</sup>, 2015

Please let this letter serve as our mutual understanding that the Village of Barrington has agreed to sell back their current Ricoh equipment to Illinois Paper & Copier Co. in the amount of \$6,250 for the following equipment.

- (6) Ricoh MP 8001
- (2) Ricoh SP C820DN
- (3) Ricoh MP 201

Illinois Paper & Copier Co. will cut a check to the Village of Barrington in the amount of \$6,250 once the first payment has been posted on the new lease agreement.

Thank you



\_\_\_\_\_  
Village of Barrington      Date



\_\_\_\_\_  
Illinois Paper & Copier Co      Date