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VILLAGE OF NORTH BARRINGTON
PRESIDENT AND BOARD OF TRUSTEES
VILLAGE BOARD MEETING
111 Old Barrington Road, North Barrington, IL 60010
September 16, 2026
7:00 P.M.

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

Meeting ID: 416 813 0572

Password: 0NeGdv

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

Meeting ID: 416 813 0572

Password: 824994

MEETING AGENDA

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

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

5. Minutes

Motion to approve the minutes of the August 19, 2026 Village Board Meeting

6. Treasurer's Report

Motion to Approve the August Treasurer's Report for FYE 2027.

7. Presentations

8. Action Items
 - A. **Motion** to Adopt a Resolution Approving an Agreement with Christopher B. Burke Engineering, LTD. to Provide Engineering Services for the Biltmore Dr. Project.
 - B. **Motion** to Approve a written request to extend artificial lighting variation until April 15, 2027 for two temporary platform tennis courts located at 160 Biltmore Dr. North Barrington as authorized under Ordinance No. 2022-09.
 - C. **Motion** to Adopt a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation for the Construction of Drainage Improvements Along Illinois Route 59.
9. Unpaid Warrant List

Motion to Approve the August 2026 unpaid Warrant list.
10. Checks Written Report

Motion to Approve the August 2026 Checks Written Report.
11. Village Administrator's Report
12. Board of Trustee's Reports
 - A. Trustee Colella Zoning Board of Appeals
 - B. Trustee Creviston Public Safety
 - C. Trustee Kelleher Parks & Recreation Commission
 - D. Trustee Mignano Plan Commission
 - E. Trustee Pais Roads/Utilities/Stormwater Management
 - F. Trustee Vandenberg Environmental & Health Comm./SWALCO Director
13. Village President's Report

Village Updates
14. Old Business
15. Closed Session: MOTION that a portion of the meeting be closed to the public, effective immediately as permitted by 5 ILCS 120/2(c)(5), to consider the acquisition of real property by the Village, or to consider the selling price of real estate and as permitted by 5 ILCS 120/2(c)(11), to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal or which is probable or imminent and as

permitted by 5ILCS 120/2(c)(1) to discuss the appointment, employment, compensation, discipline or performance of specific employees; and as permitted by 5 ILCS 120/2(c)(21) approval of Closed Session Minutes.

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

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

Posted by: _____ **Date:** _____ **Time:** _____

VILLAGE OF NORTH BARRINGTON
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MEETING MINUTES
WEDNESDAY AUGUST 19, 2026

Call to Order

The meeting was called to order at 7:00 p.m.

Roll Call

Roll Call was answered by Trustees Kelleher, Mignano, Pais, Vandenberg and President Sweet McDonnell. Trustee Colella was absent.

Trustee Creviston entered the meeting at 7:02 p.m.

Also present was Gery Herrmann, Lake County Sheriff Deputy Crowley, Ximena Castro, Matthew Castro, Village Attorney Bryan Winter, Village Treasurer Mo Ashab, Village Administrator John Lobaito, and Administrative Assistant Sue Murdy.

Pledge of Allegiance

Lake County Sheriff Deputy Crowley led the Pledge of Allegiance.

Public Comment

Lake County Sheriff Deputy Crowley reported an incident in which he directed a confused man from the Village Hall to the Good Shepherd Hospital. The Route 59 GHO drainage project detour traffic has not been problematic.

Gery Herrmann addressed the Board of Trustees to express his disappointment in not receiving a response from the Board of Trustees regarding his letter he sent related to his 2013 damage claim to the driveway culvert at 257 Kimberly Road during the Flint Creek Project. Mr. Herrmann reiterated his request for a response to his letter from the Village Board. The Village Board made no comment.

Motion by Trustee Mignano and seconded by Trustee Pais to move Agenda Item 8.E. ahead on the agenda. On voice vote Trustees Creviston, Kelleher, Mignano, Pais and Vandenberg voted AYE. No NAYS. Motion Carried.

8.E. Motion to Adopt a Resolution reappointing James Zakos as a member of the Plan Commission.

Village President Eleanor Sweet McDonnell stated Mr. Zakos has been serving the Village on the Plan Commission since 2019. She thanked him for his service.

Motion by Trustee Mignano and seconded by Trustee Vandenberg to Adopt a Resolution reappointing James Zakos as a member of the Plan Commission. On roll call Trustees Creviston, Kelleher, Mignano, Pais, and Vandenberg voted AYE. No NAYS. Motion Carried.

VILLAGE OF NORTH BARRINGTON
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Approval of Minutes of the July 15, 2026 Appropriation Ordinance Public Hearing

Motion by Trustee Pais and seconded by Trustee Creviston to approve July 15, 2026, Village Board Meeting Minutes. On roll call Trustees Creviston, Kelleher, Mignano, Pais and Vandenberg voted AYE. No NAYS. Motion Carried.

Approval of Minutes of the July 15, 2026 Village Board Meeting

Motion by Trustee Mignano and seconded by Trustee Pais to approve July 15, 2026, Village Board Meeting Minutes. On roll call Trustees Creviston, Kelleher, Mignano, Pais and Vandenberg voted AYE. No NAYS. Motion Carried.

Treasurers Report

July Treasurer's Report for FYE 2027.

Village Treasurer Mo Ashab addressed the Board and stated the Village is in good financial condition. Mr. Ashab reviewed the reports for the month of July. The Village is one quarter into the fiscal year ending 2027. Revenues and expenses are as expected. The Village auditors will be on site in September.

Motion by Trustee Vandenberg and seconded by Trustee Creviston to approve the July Treasurers report for FYE 2027. On roll call Trustees Creviston, Kelleher, Mignano, Pais and Vandenberg voted AYE. No NAYS. Motion Carried.

President Sweet McDonnell thanked Treasurer Ashab for his report.

7. Presentation

None

Action Items

8.A. Motion to Pass an Ordinance Vacating certain portions of Eton Drive Right-of-Way located west of Essex Lane, in the Village of North Barrington, Illinois.

The Village received a written request from Ximena and Matthew Castro, 257 Kimberly Road, to vacate an unimproved portion of the Eton Drive right-of-way located west of Essex Lane within Biltmore Country Estates Unit 1.

Village Administrator John Lobaito reviewed the process for a municipality to vacate streets or portions thereof when the public interest is served by such action. In keeping with past practice. Mr. & Mrs. Castro provided the Village with an appraisal prepared by BBG Real Estate Services, Inc., dated July 8,

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2026, establishing the fair market value at \$13,850.00. The Castros have agreed to make payment to the Village within ninety (90) days of passage of the Ordinance. At that time, the Ordinance will become effective.

Motion by Trustee Kelleher and seconded by Trustee Creviston to Pass an Ordinance Vacating certain portions of Eton Drive Right-of-Way located west of Essex Lane, in the Village of North Barrington, Illinois. On roll call Trustees Creviston, Kelleher, Mignano, Pais, and Vandenberg voted AYE. No NAYS. Motion Carried.

8.B. Resolution Authorizing the use of Motor Fuel Tax funds for the 2026 Street Program in an amount not to exceed \$500,000.

Village Administrator Lobaito stated to the Board this motion as well as the next two motions, all pertain to the Village Street programs. Mr. Lobaito explained the FYE 2027 Capital budget includes funding for the Street Program in the amount of \$500,000. funds. The funding source for the street program is Motor Fuel Tax (MFT). The list of streets included in the program this year are identified in the Resolution.

Motion by Trustee Pais and seconded by Trustee Mignano to Adopt of Resolution Authorizing the use of Motor Fuel Tax funds for the 2026 Street Program in an amount not to exceed \$500,000. On roll call Trustees Creviston, Kelleher, Mignano, Pais, and Vandenberg voted AYE. No NAYS. Motion Carried.

8.C. Resolution Accepting the low bid from Geske and Sons, Inc., for the 2026 maintenance resurfacing program in the amount of \$1,294,849.31

The Village Board previously approved Ordinance No. 2026-11 authorizing Gewalt Hamilton Associates, Inc. to provide design and construction engineering services for the Village's 2026 Street Program. This year the Village partnered with the Village of Lake Barrington and Wauconda Township to develop and bid a combined roadway maintenance program. Bid proposals were opened at the offices of Gewalt Hamilton Associates on July 23, 2026. GHA reviewed the five bids submitted and recommended award of the contract to Geske and Sons, Inc., as the lowest responsible bidder in the amount of \$1,294,849.31.

Motion by Trustee Vandenberg and seconded by Trustee Pais to Adopt a Resolution Accepting the low bid from Geske and Sons, Inc., for the 2026 maintenance resurfacing program in the amount of \$1,294,849.31. On roll call Trustees Creviston, Kelleher, Mignano, Pais and Vandenberg voted AYE. No NAYS. Motion Carried.

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8.D. Resolution accepting the Village's portion of the low bid from Geske and Sons, Inc., for the 2026 maintenance resurfacing program in the amount of \$394,352.27 and authorizing expenditures of up to an additional \$75,000 for roadway patching on various Village streets.

Village Administrator explained that the Resolution approves a contract with Geske and Sons, Inc. for the Village of North Barrington portion of the combined Street program. Funding for the Village's share of the project is budgeted in the FYE 2027 Capital Budget in the amount of \$500,000.

Motion by Trustee Pais and seconded by Trustee Creviston to Adopt a Resolution accepting the Village's portion of the low bid from Geske and Sons, Inc., for the 2026 Street Program in the amount of \$394,352.27 and authorizing expenditures of up to an additional \$75,000 for roadway patching on various Village streets. On roll call Trustees Creviston, Kelleher, Mignano, Pais, and Vandenberg voted AYE. No NAYS. Motion Carried.

8.F. Ordinance Authorizing the execution of a professional services contract with Kimley Horn to provide services for an Open Space Land Acquisition and Development (OSLAD) grant for Eton Park.

Village Administrator Lobaito addressed the Board and reviewed the scope of services that will be provided by Kimley Horn as outlined in the proposed agreement. The consulting effort is intended to strengthen the Village's competitiveness for OSLAD funding by demonstrating community support, project readiness, and compliance with grant requirements. The grant application is targeted for submission to IDNR by August 31, 2027. Village Administrator will provide the Board with a projected timeline for this process.

Motion by Trustee Kelleher and seconded by Trustee Vandenberg to Pass an Ordinance Authorizing the execution of a professional services contract with Kimley Horn to provide services for an Open Space Land Acquisition and Development (OSLAD) grant for Eton Park. On roll call Trustees Creviston, Kelleher, Mignano, Pais, and Vandenberg voted AYE. No NAYS. Motion Carried.

8.G. Ordinance approving a First Amendment to the Intergovernmental Agreement with Lake County Stormwater Management Commission to Receive grant funding for the GHO Drainage Improvements Project.

Village Administrator explained, since the execution of the original agreement on March 18, 2025, the Village Board awarded the project to Copenhagen Construction, Inc., on April 22, 2026, in the amount of \$2,172,980. As a result, Lake County Stormwater Management Commission and the Village have prepared a First Amendment to amend the project budget and associated funding commitments to align with the project bid award amount. Mr. Lobaito stated the GHO drainage improvement project of opportunity and thanked all the parties involved. The funding sources are LCSMC/DCEO (Grant funding), IDOT and the ARPA funds (American Rescue Plan Act).

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Motion by Trustee Pais and seconded by Trustee Mignano to Pass an Ordinance approving a First Amendment to the Intergovernmental Agreement with Lake County Stormwater Management Commission to Receive grant funding for the GH0 Drainage Improvements Project. On roll call Trustees Creviston, Kelleher, Mignano, Pais, and Vandenberg voted AYE. No NAYS. Motion Carried.

Unpaid Warrant List

A. July 2026 Unpaid Warrant List

Motion by Trustee Creviston and seconded by Trustee Kelleher to approve the July 2026 Unpaid Warrant List. On roll call Trustees Creviston, Kelleher, Mignano, Pais, and Vandenberg voted AYE. No NAYS. Motion Carried.

Checks Written Report

July 2026 Checks Written Report.

Motion by Trustee Kelleher and seconded by Trustee Mignano to approve the July 2026 Checks Written Report. On roll call Trustees Creviston, Kelleher, Mignano, Pais, and Vandenberg voted AYE. No NAYS. Motion Carried.

Village Administrators' Report

Village Administrator Lobaito reported there will be an additional GH0 project meeting in September.

Village Administrator Lobaito reported Clarke Mosquito would be spraying the Village for mosquitos this evening.

Mr. Lobaito reported that Trustee Mignano and he have interviewed four IT service providers and have narrowed the search to two. The selection recommendation process is expected to be completed in the near future.

Board of Trustee's Reports

Trustee Colella – Trustee Colella was absent. Village Administrator Lobaito reported there was a joint meeting August 17th, 2026 with the Zoning Board of Appeals and the Plan Commission process completed by the end of the calendar year.

Trustee Creviston-Trustee Creviston reported the Village is safe and the America 250 Ad Hoc Committee will participate in both the September 12, 2026, Parks & Recreation Commission Summer Concert, as well as the Fall Festival on September 27, 2026. There will be a K-9 demonstration at the Fall Festival as well as a fire truck.

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Trustee Kelleher – Trustee Kelleher reported the Commission met and reviewed the details for the Fall Festival to be held on September 27, 2026. The Fall Festival Campout event will be held September 26, 2026, at 5:00 p.m.

Trustee Mignano – Trustee Mignano reported that the Plan Commission and Zoning Board of Appeals held a joint meeting to review a PowerPoint presentation by Arista Strungys of Camiros, LLC. Ms. Strungys presented the proposed July 2026 Zoning Code amendments, which Trustee Mignano described as detailed and informative. Each commission will meet separately to discuss the proposed updates, and the Plan Commission will provide a final recommendation to the Board of Trustees.

Village Attorney Bryan Winter complimented the work by Arista Strungys and the format of the updates.

Trustee Pais – Trustee Pais deferred to Village Administrator Lobaito's earlier explanation about the 2026 Village Roads Program.

Trustee Vandenberg – Trustee Vandenberg had no report since the Environmental & Health Commission did not meet in August. President Sweet McDonnell reported she is recruiting members for the Environmental & Health Commission.

Village President's Report

Village President Sweet McDonnell thanked everyone who supported and attended the Groundbreaking Ceremony and breakfast for the Grassmere, Haverton, Oaksbury drainage project. The event was well attended by representatives from IDO, Lake County Stormwater, local Mayors, and residents. She acknowledged the private easements from the residents. The permitting process was a challenge and President Sweet McDonnell thanked Village Administrator Lobaito for his diligence.

Village President Sweet McDonnell reported she will make hotel reservations for the IML Conference being held September 17th, 18th, and 19th, 2026. She invited the Trustees to join her.

Village President Sweet McDonnell reported she attended the Willow Creek Leadership Conference held at the Barrington White House on August 6th and 7th.

Closed Session

None.

New Business

There was no new business.

Adjournment

VILLAGE OF NORTH BARRINGTON
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Motion by Trustee Mignano and seconded by Trustee Kelleher to adjourn the meeting. On voice vote Trustees Creviston, Kelleher, Mignano, Pais and Vandenberghe voted AYE. No NAYS. Motion Carried.

The meeting was adjourned at 8:55 p.m.

Submitted by

John A. Lobaito, Village Clerk

Village of North Barrington
TREASURER'S REPORT - GENERAL FUND
May through August 2026

6A

	<u>May - Aug 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Property Tax				
10.3100 · Property Taxes - Corporate	210,909.76	382,145.00	-171,235.24	55.19%
10.3105 · Property Taxes - Roads	19,246.45	35,000.00	-15,753.55	54.99%
10.3110 · Property Taxes - Police	201,206.17	370,000.00	-168,793.83	54.38%
10.3115 · Property Taxes - Audit	4,488.45	8,250.00	-3,761.55	54.41%
Total Property Tax	<u>435,850.83</u>	<u>795,395.00</u>	<u>-359,544.17</u>	<u>54.8%</u>
State Tax Distributions				
10.3410 · State Income Tax	229,965.05	440,000.00	-210,034.95	52.27%
10.3420 · Pers. Prop. Replacement Tax	2,414.26	5,000.00	-2,585.74	48.29%
10.3440 · State Sales Tax	100,667.21	250,000.00	-149,332.79	40.27%
10.3450 · State Use Tax	8,101.15	60,000.00	-51,898.85	13.5%
10.3455 · Cannabis Use Tax	1,897.35	4,000.00	-2,102.65	47.43%
Total State Tax Distributions	<u>343,045.02</u>	<u>759,000.00</u>	<u>-415,954.98</u>	<u>45.2%</u>
Franchise Fees				
10.3250 · AT&T U-Verse	0.00	500.00	-500.00	0.0%
10.3255 · AT&T Long Distance	996.63	1,500.00	-503.37	66.44%
10.3260 · Comcast	30,713.06	63,000.00	-32,286.94	48.75%
10.3270 · Direct TV, LLC	269.03	1,000.00	-730.97	26.9%
Total Franchise Fees	<u>31,978.72</u>	<u>66,000.00</u>	<u>-34,021.28</u>	<u>48.45%</u>
Permits / Filing Fees				
10.3300 · Application Fees	4,250.00	10,000.00	-5,750.00	42.5%
10.3305 · Building Permit Fees	34,440.08	85,000.00	-50,559.92	40.52%
10.3310 · Home Occupation Fees	25.00	100.00	-75.00	25.0%
10.3320 · Septic Permit/Registration	300.00	3,000.00	-2,700.00	10.0%
10.3327 · Golf Cart Permits	100.00	300.00	-200.00	33.33%

Village of North Barrington

TREASURER'S REPORT - GENERAL FUND

May through August 2026

6A

	<u>May - Aug 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
10.3330 · Tree Removal Permit	100.00	300.00	-200.00	33.33%
10.3340 · Watershed Development Permit	650.00	4,000.00	-3,350.00	16.25%
Total Permits / Filing Fees	<u>39,865.08</u>	<u>102,700.00</u>	<u>-62,834.92</u>	<u>38.82%</u>
Miscellaneous Income				
10.3200 · Liquor Licenses	0.00	4,250.00	-4,250.00	0.0%
10.3205 · Refuse Disposal Fee	0.00	2,500.00	-2,500.00	0.0%
10.3460 · Traffic Signals	181.16	300.00	-118.84	60.39%
10.3510 · Police Fines	982.28	500.00	482.28	196.46%
10.3750 · Road Impact Fees	0.00	1,000.00	-1,000.00	0.0%
10.3751 · Impact Fee - Parks	0.00	3,000.00	-3,000.00	0.0%
10.3800 · Interest Income	9,193.09	30,000.00	-20,806.91	30.64%
10.3855 · Board of Appeals Income	0.00	600.00	-600.00	0.0%
10.3900 · Other Income	486.40	3,000.00	-2,513.60	16.21%
Total Miscellaneous Income	<u>10,842.93</u>	<u>45,150.00</u>	<u>-34,307.07</u>	<u>24.02%</u>
Total Income	<u>861,582.58</u>	<u>1,768,245.00</u>	<u>-906,662.42</u>	<u>48.73%</u>
Expense				
Salaries & Benefits				
10.4050 · Administrator	65,780.00	160,000.00	-94,220.00	41.11%
10.4056 · Administrative Assistant #1	18,798.15	65,000.00	-46,201.85	28.92%
10.4057 · Administrative Assistant #2	0.00	60,000.00	-60,000.00	0.0%
10.4058 · PT Clerical	0.00	5,000.00	-5,000.00	0.0%
10.4060 · Payroll Taxes	0.00	5,000.00	-5,000.00	0.0%
Total Salaries & Benefits	<u>84,578.15</u>	<u>295,000.00</u>	<u>-210,421.85</u>	<u>28.67%</u>
Administrative Expense				
10.5205 · Copier Lease/Maintenance	4,303.16	3,500.00	803.16	122.95%
10.5220 · Legal	11,655.00	50,000.00	-38,345.00	23.31%
10.5225 · Mosquito Abatement	28,081.30	37,000.00	-8,918.70	75.9%

Village of North Barrington
TREASURER'S REPORT - GENERAL FUND
May through August 2026

6A

	May - Aug 26	Budget	\$ Over Budget	% of Budget
10.5230 · Codification Services	0.00	2,000.00	-2,000.00	0.0%
10.5245 · Website	777.50	10,000.00	-9,222.50	7.78%
10.5250 · Treasurer's Services	800.00	2,400.00	-1,600.00	33.33%
10.5260 · Accounting Services	10,500.00	31,500.00	-21,000.00	33.33%
10.5265 · Audit Services	0.00	12,500.00	-12,500.00	0.0%
10.5266 · Village Recognition	0.00	3,500.00	-3,500.00	0.0%
10.5275 · Paratransit Services - Pace	200.00	200.00	0.00	100.0%
10.5300 · Liability Insurance	0.00	17,000.00	-17,000.00	0.0%
10.5395 · Bank Service Fee	0.00	300.00	-300.00	0.0%
10.5400 · Membership Dues & Subscriptions	580.62	7,000.00	-6,419.38	8.3%
10.5405 · Flint/Spring Creek	0.00	1,500.00	-1,500.00	0.0%
10.5409 · Annual Prop. Tax Reimbursement	929.66	3,000.00	-2,070.34	30.99%
10.5412 · Internet	1,103.44	3,000.00	-1,896.56	36.78%
10.5414 · Postage	671.44	3,500.00	-2,828.56	19.18%
10.5500 · Printing	556.29	3,500.00	-2,943.71	15.89%
10.5550 · Publishing & Recording Fees	138.00	750.00	-612.00	18.4%
10.5600 · Phone Services	1,771.90	5,000.00	-3,228.10	35.44%
10.5650 · Meetings & Travel	3,896.01	9,000.00	-5,103.99	43.29%
10.5730 · Office Supplies	2,059.57	5,000.00	-2,940.43	41.19%
10.5805 · Contingency	0.00	1,000.00	-1,000.00	0.0%
Total Administrative Expense	68,023.89	212,150.00	-144,126.11	32.06%
Village Hall				
10.5705 · Building Maintenance & Repair	628.13	3,000.00	-2,371.87	20.94%
10.5706 · Contracted Services				
5706.1 · Fire/Security Alarm	600.00	1,000.00	-400.00	60.0%
5706.2 · Generator Maintenance	0.00	600.00	-600.00	0.0%
5706.3 · HVAC Maintenance	0.00	1,500.00	-1,500.00	0.0%

Village of North Barrington
TREASURER'S REPORT - GENERAL FUND
May through August 2026

6A

	May - Aug 26	Budget	\$ Over Budget	% of Budget
5706.4 · Cleaning Services	1,701.00	3,000.00	-1,299.00	56.7%
5706.5 · Windows/Gutter Cleaning	0.00	1,400.00	-1,400.00	0.0%
5706.6 · Landscape Maintenance	9,100.00	18,000.00	-8,900.00	50.56%
Total 10.5706 · Contracted Services	11,401.00	25,500.00	-14,099.00	44.71%
10.5707 · Mechanical Maintenance				
5707.1 · Electrical Supply & Repair	0.00	3,000.00	-3,000.00	0.0%
5707.2 · Plumbing	0.00	2,000.00	-2,000.00	0.0%
Total 10.5707 · Mechanical Maintenance	0.00	5,000.00	-5,000.00	0.0%
10.5722 · Well Maintenance	0.00	1,000.00	-1,000.00	0.0%
10.5731 · Building Supplies	607.89	2,000.00	-1,392.11	30.4%
10.5733 · Lake County Water Supply Permit	0.00	300.00	-300.00	0.0%
10.5745 · Pest Control	316.00	1,200.00	-884.00	26.33%
10.5746 · America 250	3,427.77	10,000.00	-6,572.23	34.28%
Total Village Hall	16,380.79	48,000.00	-31,619.21	34.13%
Health & Sanitation				
10.5235 · Health Officer	3,330.00	9,000.00	-5,670.00	37.0%
10.5811 · Membership Dues & Subscriptions	0.00	300.00	-300.00	0.0%
10.9091 · Contingency	0.00	300.00	-300.00	0.0%
Total Health & Sanitation	3,330.00	9,600.00	-6,270.00	34.69%
Enviornmental & Health Commiss				
10.5420 · Enviornmental & Health Commiss.	0.00	1,000.00	-1,000.00	0.0%
10.5421 · 50/50 Tree Program	800.00	4,000.00	-3,200.00	20.0%
10.5423 · Programs/Initiatives	0.00	3,000.00	-3,000.00	0.0%
Total Enviornmental & Health Commiss	800.00	8,000.00	-7,200.00	10.0%
Information Technology (IT)				
10.5240 · IT Consulting Services	12,357.50	32,000.00	-19,642.50	38.62%
10.5247 · IT Annual Licensing	1,776.00	17,000.00	-15,224.00	10.45%

Village of North Barrington
TREASURER'S REPORT - GENERAL FUND
May through August 2026

6A

	May - Aug 26	Budget	\$ Over Budget	% of Budget
Total Information Technology (IT)	14,133.50	49,000.00	-34,866.50	28.84%
Building Department				
12.5100 · Building and Zoning Officer	22,557.50	75,000.00	-52,442.50	30.08%
12.5105 · Inspections	4,713.20	20,000.00	-15,286.80	23.57%
12.5811 · Membership Dues & Subscriptions	165.50	300.00	-134.50	55.17%
12.9090 · Contingency	0.00	300.00	-300.00	0.0%
Total Building Department	27,436.20	95,600.00	-68,163.80	28.7%
Forester				
15.5070 · Forester Services	2,825.00	10,000.00	-7,175.00	28.25%
15.5072 · Tree Planting & Removals	0.00	15,000.00	-15,000.00	0.0%
15.5811 · Membership Dues & Subscriptions	55.00	300.00	-245.00	18.33%
15.9090 · Contingency	0.00	300.00	-300.00	0.0%
Total Forester	2,880.00	25,600.00	-22,720.00	11.25%
Engineering				
17.5018 · NPDES Permit/MS4	2,366.25	4,000.00	-1,633.75	59.16%
17.5114 · Plan Review	2,380.50	6,000.00	-3,619.50	39.68%
17.5125 · Engineer Consulting	11,074.00	35,000.00	-23,926.00	31.64%
Total Engineering	15,820.75	45,000.00	-29,179.25	35.16%
Police Service				
20.5201 · IGA - Police Services	123,410.24	383,000.00	-259,589.76	32.22%
20.5202 · IGA - NB School Traffic Control	4,180.98	9,000.00	-4,819.02	46.46%
Total Police Service	127,591.22	392,000.00	-264,408.78	32.55%
Highways & Streets (Road Dept.)				
30.5015 · Public Works	19,202.37	53,000.00	-33,797.63	36.23%
30.5020 · Utilities	998.37	3,000.00	-2,001.63	33.28%
30.5025 · Maintenance/Storm Cleanup	13,877.50	10,000.00	3,877.50	138.78%
30.5030 · Snow Removal	0.00	142,000.00	-142,000.00	0.0%

**Village of North Barrington
TREASURER'S REPORT - GENERAL FUND
May through August 2026**

6A

	<u>May - Aug 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total Highways & Streets (Road Dept.)	34,078.24	208,000.00	-173,921.76	16.38%
Parks				
40.5015 · Summer Concerts	4,496.88	10,000.00	-5,503.12	44.97%
40.5020 · Fall Fest	255.00	15,000.00	-14,745.00	1.7%
40.5025 · Spring Fest	0.00	3,000.00	-3,000.00	0.0%
40.5030 · Winter Fest	0.00	3,000.00	-3,000.00	0.0%
40.5080 · Eton Park - Port-o-let Rental	0.00	1,000.00	-1,000.00	0.0%
40.5085 · Landscape Maintenance	3,200.00	10,000.00	-6,800.00	32.0%
40.5081 · Park Maintenance	436.07			
40.9090 · Contingency	0.00	500.00	-500.00	0.0%
Total Parks	<u>8,387.95</u>	<u>42,500.00</u>	<u>-34,112.05</u>	<u>19.74%</u>
Zoning Board of Appeals				
10.5411 · Dues & Expenses	0.00	500.00	-500.00	0.0%
10.5417 · Zoning Ordinance Updates	3,520.00	35,000.00	-31,480.00	10.06%
Total Zoning Board of Appeals	<u>3,520.00</u>	<u>35,500.00</u>	<u>-31,980.00</u>	<u>9.92%</u>
Total Expense	<u>406,960.69</u>	<u>1,465,950.00</u>	<u>-1,058,989.31</u>	<u>27.76%</u>

Village of North Barrington
TREASURER'S REPORT - CAPITAL PROJECTS FUND
May through August 2026

6B

	<u>May - Aug 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Capital Improvement				
60.3400 · DCEO Grant	0.00	2,500,000.00	-2,500,000.00	0.0%
60.3401 · IDOT IGA	0.00	600,000.00	-600,000.00	0.0%
60.3800 · Interest Income - Cap. Proj.	69,389.48	130,000.00	-60,610.52	53.38%
Total Capital Improvement	<u>69,389.48</u>	<u>3,230,000.00</u>	<u>-3,160,610.52</u>	<u>2.15%</u>
Total Income	<u>69,389.48</u>	<u>3,230,000.00</u>	<u>-3,160,610.52</u>	<u>2.15%</u>
Gross Profit	69,389.48	3,230,000.00	-3,160,610.52	2.15%
Expense				
Capital Expenditures				
60.8000 · Facilities				
60.8001 · Village Hall				
8001.1 · Exterior	0.00	45,000.00	-45,000.00	0.0%
8001.2 · Interior	0.00	66,000.00	-66,000.00	0.0%
Total 60.8001 · Village Hall	<u>0.00</u>	<u>111,000.00</u>	<u>-111,000.00</u>	<u>0.0%</u>
60.8002 · Parks				
8002.1 · Leonard Park	0.00	35,000.00	-35,000.00	0.0%
8002.2 · 5-Year Plan	14,128.45			
8002.5 · Eton Park	0.00	60,000.00	-60,000.00	0.0%
8002.6 · Lafferty Park	0.00	56,000.00	-56,000.00	0.0%
8002.7 · Village Hall Site	0.00	58,000.00	-58,000.00	0.0%
Total 60.8002 · Parks	<u>14,128.45</u>	<u>209,000.00</u>	<u>-194,871.55</u>	<u>6.76%</u>
60.8003 · Garage	0.00	3,000.00	-3,000.00	0.0%
Total 60.8000 · Facilities	<u>14,128.45</u>	<u>323,000.00</u>	<u>-308,871.55</u>	<u>4.37%</u>
60.8100 · Street Maintenance & Repair	11,616.69	565,000.00	-553,383.31	2.06%
60.8200 · Public Infrastructure				

Village of North Barrington
TREASURER'S REPORT - CAPITAL PROJECTS FUND
May through August 2026

6B

	May - Aug 26	Budget	\$ Over Budget	% of Budget
60.8201 · Stormwater Maint. & Repair	3,100.00	140,000.00	-136,900.00	2.21%
60.8202 · 50/50 Culvert Replacement	0.00	10,000.00	-10,000.00	0.0%
60.8204 · GHO Project	24,876.00	2,725,000.00	-2,700,124.00	0.91%
Total 60.8200 · Public Infrastructure	27,976.00	2,875,000.00	-2,847,024.00	0.97%
60.8300 · IT	0.00	117,400.00	-117,400.00	0.0%
Total Capital Expenditures	53,721.14	3,880,400.00	-3,826,678.86	1.38%
Total Expense	53,721.14	3,880,400.00	-3,826,678.86	1.38%
Net Ordinary Income	15,668.34	-650,400.00	666,068.34	-2.41%
Net Income	15,668.34	-650,400.00	666,068.34	-2.41%

Village of North Barrington

Balance Sheet Prev Year Comparison

As of August 31, 2026

6C

	<u>Aug 31, 26</u>	<u>Aug 31, 25</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
00.1000 · BB&T Checking - 6814	135,313.15	149,995.85	-14,682.70	-9.79%
00.1050 · BB&T 1 MM - 3629	801,815.99	855,871.81	-54,055.82	-6.32%
00.1055 · BB&T MM - 5612 (Wyn Escrow)	36,949.25	35,527.04	1,422.21	4.0%
00.1065 · BB&T Parks MM - 4818	65,703.35	63,174.37	2,528.98	4.0%
30.1060 · BB&T MM MFT - 9338	872,053.56	695,327.09	176,726.47	25.42%
60.1000 · BB&T Capital Projects - 8984	5,443,398.83	4,648,086.26	795,312.57	17.11%
70.1062 · BB&T SSA MM - 6758	330,252.93	317,541.19	12,711.74	4.0%
70.1063 · Investment Account	641,557.66	643,688.84	-2,131.18	-0.33%
Total Checking/Savings	<u>8,327,044.72</u>	<u>7,409,212.45</u>	<u>917,832.27</u>	<u>12.39%</u>
Other Current Assets				
Due to General Fund	291,959.59	0.00	291,959.59	100.0%
Total Other Current Assets	<u>291,959.59</u>	<u>0.00</u>	<u>291,959.59</u>	<u>100.0%</u>
Total Current Assets	<u>8,619,004.31</u>	<u>7,409,212.45</u>	<u>1,209,791.86</u>	<u>16.33%</u>
TOTAL ASSETS	<u>8,619,004.31</u>	<u>7,409,212.45</u>	<u>1,209,791.86</u>	<u>16.33%</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
00.2000 · Accounts Payable	0.00	41,566.80	-41,566.80	-100.0%
Total Accounts Payable	<u>0.00</u>	<u>41,566.80</u>	<u>-41,566.80</u>	<u>-100.0%</u>
Other Current Liabilities				
Due From Capital Projects	291,553.59	0.00	291,553.59	100.0%
Due From MFT	406.00	0.00	406.00	100.0%
60.2610 · Tree Preservation Bond Payable	58,400.00	44,400.00	14,000.00	31.53%

Village of North Barrington
Balance Sheet Prev Year Comparison
As of August 31, 2026

6C

	<u>Aug 31, 26</u>	<u>Aug 31, 25</u>	<u>\$ Change</u>	<u>% Change</u>
60.2612 · Heritage Tree Bond	1,600.00	400.00	1,200.00	300.0%
60.2615 · Septic Bonds Payable	19,000.00	25,000.00	-6,000.00	-24.0%
60.2620 · Tree Replacement Bonds Payable	108,600.00	83,800.00	24,800.00	29.59%
60.2625 · Road Bonds Payable	88,000.00	86,000.00	2,000.00	2.33%
60.2630 · Watershed Development Permit Pa	0.00	2,710.00	-2,710.00	-100.0%
70.2700 · Trust & Agency	36,361.13	38,454.87	-2,093.74	-5.45%
Total Other Current Liabilities	<u>603,920.72</u>	<u>280,764.87</u>	<u>323,155.85</u>	<u>115.1%</u>
Total Current Liabilities	<u>603,920.72</u>	<u>322,331.67</u>	<u>281,589.05</u>	<u>87.36%</u>
Long Term Liabilities				
60.2690 · WPOA Escrow Account	30,245.83	30,245.83	0.00	0.0%
Total Long Term Liabilities	<u>30,245.83</u>	<u>30,245.83</u>	<u>0.00</u>	<u>0.0%</u>
Total Liabilities	<u>634,166.55</u>	<u>352,577.50</u>	<u>281,589.05</u>	<u>79.87%</u>
Equity				
00.2900 · Unreserved Fund Balance	2,071,434.23	1,249,218.61	822,215.62	65.82%
00.2910 · Reserved Funds	844,254.72	2,055,640.03	-1,211,385.31	-58.93%
30.2900 · MFT Fund Balance	1,381,632.59	207,885.00	1,173,747.59	564.61%
60.2905 · Capital Reserve Fund Balance	2,237,008.75	2,268,715.00	-31,706.25	-1.4%
70.2900 · Unreserved Fund Balance - SSA	917,916.36	826,033.29	91,883.07	11.12%
Net Income	<u>532,591.11</u>	<u>449,143.02</u>	<u>83,448.09</u>	<u>18.58%</u>
Total Equity	<u>7,984,837.76</u>	<u>7,056,634.95</u>	<u>928,202.81</u>	<u>13.15%</u>
TOTAL LIABILITIES & EQUITY	<u>8,619,004.31</u>	<u>7,409,212.45</u>	<u>1,209,791.86</u>	<u>16.33%</u>

**Village of North Barrington
Profit & Loss Prev Year Comparison
May through August 2026**

6D

	<u>May - Aug 26</u>	<u>May - Aug 25</u>	<u>\$ Change</u>	<u>% Change</u>
Ordinary Income/Expense				
Income				
Property Tax				
10.3100 · Property Taxes - Corporate	210,909.76	238,104.50	-27,194.74	-11.42%
10.3105 · Property Taxes - Roads	19,246.45	26,747.89	-7,501.44	-28.05%
10.3110 · Property Taxes - Police	201,206.17	152,828.39	48,377.78	31.66%
10.3115 · Property Taxes - Audit	4,488.45	4,560.35	-71.90	-1.58%
Total Property Tax	<u>435,850.83</u>	<u>422,241.13</u>	<u>13,609.70</u>	<u>3.22%</u>
State Tax Distributions				
10.3410 · State Income Tax	229,965.05	224,516.82	5,448.23	2.43%
10.3420 · Pers. Prop. Replacement Tax	2,414.26	2,121.72	292.54	13.79%
10.3440 · State Sales Tax	100,667.21	84,566.45	16,100.76	19.04%
10.3450 · State Use Tax	8,101.15	9,047.44	-946.29	-10.46%
10.3455 · Cannabis Use Tax	1,897.35	1,646.86	250.49	15.21%
Total State Tax Distributions	<u>343,045.02</u>	<u>321,899.29</u>	<u>21,145.73</u>	<u>6.57%</u>
Franchise Fees				
10.3250 · AT&T U-Verse	0.00	191.72	-191.72	-100.0%
10.3255 · AT&T Long Distance	996.63	575.16	421.47	73.28%
10.3260 · Comcast	30,713.06	31,729.52	-1,016.46	-3.2%
10.3270 · Direct TV, LLC	269.03	607.54	-338.51	-55.72%
Total Franchise Fees	<u>31,978.72</u>	<u>33,103.94</u>	<u>-1,125.22</u>	<u>-3.4%</u>
Permits / Filing Fees				
10.3300 · Application Fees	4,250.00	4,800.00	-550.00	-11.46%
10.3305 · Building Permit Fees	34,440.08	25,985.60	8,454.48	32.54%
10.3310 · Home Occupation Fees	25.00	25.00	0.00	0.0%
10.3320 · Septic Permit/Registration	300.00	1,250.00	-950.00	-76.0%
10.3327 · Golf Cart Permits	100.00	100.00	0.00	0.0%
10.3330 · Tree Removal Permit	100.00	100.00	0.00	0.0%

**Village of North Barrington
Profit & Loss Prev Year Comparison
May through August 2026**

6D

	May - Aug 26	May - Aug 25	\$ Change	% Change
10.3340 · Watershed Development Permit	650.00	1,950.00	-1,300.00	-66.67%
Total Permits / Filing Fees	39,865.08	34,210.60	5,654.48	16.53%
Miscellaneous Income				
10.3200 · Liquor Licenses	0.00	4,250.00	-4,250.00	-100.0%
10.3460 · Traffic Signals	181.16	0.00	181.16	100.0%
10.3510 · Police Fines	982.28	62.00	920.28	1,484.32%
10.3750 · Road Impact Fees	0.00	500.00	-500.00	-100.0%
10.3800 · Interest Income	9,193.09	12,723.02	-3,529.93	-27.74%
10.3855 · Board of Appeals Income	0.00	300.00	-300.00	-100.0%
10.3900 · Other Income	486.40	969.75	-483.35	-49.84%
Total Miscellaneous Income	10,842.93	18,804.77	-7,961.84	-42.34%
MFT Income				
30.3460 · MFT Allotment	22,569.46	22,398.28	171.18	0.76%
30.3465 · Transportation Renewal	25,058.87	24,553.42	505.45	2.06%
30.3800 · MFT Interest	10,710.39	9,823.14	887.25	9.03%
Total MFT Income	58,338.72	56,774.84	1,563.88	2.76%
Capital Improvement				
60.3800 · Interest Income - Cap. Proj.	69,389.48	69,524.66	-135.18	-0.19%
Total Capital Improvement	69,389.48	69,524.66	-135.18	-0.19%
SSA Funds				
70.3800 · SSA Interest	4,155.11	4,621.41	-466.30	-10.09%
Total SSA Funds	4,155.11	4,621.41	-466.30	-10.09%
Total Income	993,465.89	961,180.64	32,285.25	3.36%
Expense				
Salaries & Benefits				
10.4050 · Administrator	65,780.00	54,768.00	11,012.00	20.11%
10.4056 · Administrative Assistant #1	18,798.15	17,752.00	1,046.15	5.89%
Total Salaries & Benefits	84,578.15	72,520.00	12,058.15	16.63%

Village of North Barrington
Profit & Loss Prev Year Comparison
May through August 2026

6D

	<u>May - Aug 26</u>	<u>May - Aug 25</u>	<u>\$ Change</u>	<u>% Change</u>
Administrative Expense				
10.5079 · Miscellaneous	0.00	969.75	-969.75	-100.0%
10.5205 · Copier Lease/Maintenance	4,303.16	2,006.94	2,296.22	114.41%
10.5220 · Legal	11,655.00	11,727.00	-72.00	-0.61%
10.5225 · Mosquito Abatement	28,081.30	14,095.56	13,985.74	99.22%
10.5245 · Website	777.50	3,950.00	-3,172.50	-80.32%
10.5250 · Treasurer's Services	800.00	800.00	0.00	0.0%
10.5260 · Accounting Services	10,500.00	10,375.00	125.00	1.21%
10.5266 · Village Recognition	0.00	135.88	-135.88	-100.0%
10.5275 · Paratransit Services - Pace	200.00	0.00	200.00	100.0%
10.5395 · Bank Service Fee	0.00	97.40	-97.40	-100.0%
10.5400 · Membership Dues & Subscriptions	580.62	2,304.84	-1,724.22	-74.81%
10.5409 · Annual Prop. Tax Reimbursement	929.66	946.08	-16.42	-1.74%
10.5412 · Internet	1,103.44	588.17	515.27	87.61%
10.5414 · Postage	671.44	3,657.36	-2,985.92	-81.64%
10.5500 · Printing	556.29	619.17	-62.88	-10.16%
10.5550 · Publishing & Recording Fees	138.00	64.40	73.60	114.29%
10.5600 · Phone Services	1,771.90	2,053.60	-281.70	-13.72%
10.5650 · Meetings & Travel	3,896.01	1,655.04	2,240.97	135.4%
10.5730 · Office Supplies	2,059.57	1,396.15	663.42	47.52%
Total Administrative Expense	<u>68,023.89</u>	<u>57,442.34</u>	<u>10,581.55</u>	<u>18.42%</u>
10.5280 · Administration	192.95	0.00	192.95	100.0%
Village Hall				
10.5705 · Building Maintenance & Repair	628.13	7.37	620.76	8,422.8%
10.5706 · Contracted Services				
5706.1 · Fire/Security Alarm	600.00	600.00	0.00	0.0%
5706.4 · Cleaning Services	1,701.00	876.00	825.00	94.18%
5706.6 · Landscape Maintenance	<u>9,100.00</u>	<u>3,500.00</u>	<u>5,600.00</u>	<u>160.0%</u>

Village of North Barrington
Profit & Loss Prev Year Comparison
May through August 2026

6D

	<u>May - Aug 26</u>	<u>May - Aug 25</u>	<u>\$ Change</u>	<u>% Change</u>
Total 10.5706 · Contracted Services	11,401.00	4,976.00	6,425.00	129.12%
10.5707 · Mechanical Maintenance				
5707.2 · Plumbing	0.00	624.00	-624.00	-100.0%
Total 10.5707 · Mechanical Maintenance	0.00	624.00	-624.00	-100.0%
10.5731 · Building Supplies	607.89	490.73	117.16	23.88%
10.5745 · Pest Control	316.00	281.00	35.00	12.46%
10.5746 · America 250	3,427.77	0.00	3,427.77	100.0%
Total Village Hall	16,380.79	6,379.10	10,001.69	156.79%
Health & Sanitation				
10.5235 · Health Officer	3,330.00	2,741.25	588.75	21.48%
Total Health & Sanitation	3,330.00	2,741.25	588.75	21.48%
Enviornmental & Health Commiss				
10.5420 · Enviornmental & Health Commiss.	0.00	631.16	-631.16	-100.0%
10.5421 · 50/50 Tree Program	800.00	1,409.42	-609.42	-43.24%
Total Enviornmental & Health Commiss	800.00	2,040.58	-1,240.58	-60.8%
Information Technology (IT)				
10.5240 · IT Consulting Services	12,357.50	11,835.32	522.18	4.41%
10.5247 · IT Annual Licensing	1,776.00	3,740.66	-1,964.66	-52.52%
Total Information Technology (IT)	14,133.50	15,575.98	-1,442.48	-9.26%
Building Department				
12.5100 · Building and Zoning Officer	22,557.50	22,207.50	350.00	1.58%
12.5105 · Inspections	4,713.20	7,987.85	-3,274.65	-41.0%
12.5811 · Membership Dues & Subscriptions	165.50	0.00	165.50	100.0%
Total Building Department	27,436.20	30,195.35	-2,759.15	-9.14%
Forester				
15.5070 · Forester Services	2,825.00	2,375.00	450.00	18.95%
15.5811 · Membership Dues & Subscriptions	55.00	0.00	55.00	100.0%
Total Forester	2,880.00	2,375.00	505.00	21.26%

**Village of North Barrington
Profit & Loss Prev Year Comparison
May through August 2026**

6D

	May - Aug 26	May - Aug 25	\$ Change	% Change
Engineering				
17.5018 · NPDES Permit/MS4	2,366.25	1,996.00	370.25	18.55%
17.5114 · Plan Review	2,380.50	2,436.00	-55.50	-2.28%
17.5125 · Engineer Consulting	11,074.00	10,511.50	562.50	5.35%
Total Engineering	<u>15,820.75</u>	<u>14,943.50</u>	<u>877.25</u>	<u>5.87%</u>
Police Service				
20.5201 · IGA - Police Services	123,410.24	117,937.52	5,472.72	4.64%
20.5202 · IGA - NB School Traffic Control	4,180.98	4,079.00	101.98	2.5%
Total Police Service	<u>127,591.22</u>	<u>122,016.52</u>	<u>5,574.70</u>	<u>4.57%</u>
Highways & Streets (Road Dept.)				
30.5015 · Public Works	19,202.37	24,969.60	-5,767.23	-23.1%
30.5020 · Utilities	998.37	714.28	284.09	39.77%
30.5025 · Maintenance/Storm Cleanup	13,877.50	3,560.50	10,317.00	289.76%
Total Highways & Streets (Road Dept.)	<u>34,078.24</u>	<u>29,244.38</u>	<u>4,833.86</u>	<u>16.53%</u>
Parks				
40.5015 · Summer Concerts	4,496.88	7,293.71	-2,796.83	-38.35%
40.5020 · Fall Fest	255.00	0.00	255.00	100.0%
40.5080 · Eton Park - Port-o-let Rental	0.00	620.00	-620.00	-100.0%
40.5085 · Landscape Maintenance	3,200.00	4,354.00	-1,154.00	-26.5%
40.5081 · Park Maintenance	436.07	0.00	436.07	100.0%
Total Parks	<u>8,387.95</u>	<u>12,267.71</u>	<u>-3,879.76</u>	<u>-31.63%</u>
Zoning Board of Appeals				
10.5417 · Zoning Ordinance Updates	3,520.00	7,584.50	-4,064.50	-53.59%
Total Zoning Board of Appeals	<u>3,520.00</u>	<u>7,584.50</u>	<u>-4,064.50</u>	<u>-53.59%</u>
Capital Expenditures				
60.8000 · Facilities				
60.8002 · Parks				
8002.1 · Leonard Park	0.00	4,924.00	-4,924.00	-100.0%

**Village of North Barrington
Profit & Loss Prev Year Comparison
May through August 2026**

6D

	May - Aug 26	May - Aug 25	\$ Change	% Change
8002.2 · 5-Year Plan	14,128.45	0.00	14,128.45	100.0%
8002.4 · General Repairs	0.00	617.91	-617.91	-100.0%
Total 60.8002 · Parks	14,128.45	5,541.91	8,586.54	154.94%
Total 60.8000 · Facilities	14,128.45	5,541.91	8,586.54	154.94%
60.8100 · Street Maintenance & Repair	11,616.69	0.00	11,616.69	100.0%
60.8200 · Public Infrastructure				
60.8201 · Stormwater Maint. & Repair	3,100.00	7,918.50	-4,818.50	-60.85%
60.8204 · GHO Project	24,876.00	111,102.87	-86,226.87	-77.61%
Total 60.8200 · Public Infrastructure	27,976.00	119,021.37	-91,045.37	-76.5%
60.8300 · IT	0.00	3,985.52	-3,985.52	-100.0%
Total Capital Expenditures	53,721.14	128,548.80	-74,827.66	-58.21%
Total Expense	460,874.78	503,875.01	-43,000.23	-8.53%

**Village of North Barrington
TREASURER'S REPORT - MFT
May through August 2026**

6E

	<u>May - Aug 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
MFT Income				
30.3460 · MFT Allotment	22,569.46	60,000.00	-37,430.54	37.62%
30.3465 · Transportation Renewal	25,058.87	60,000.00	-34,941.13	41.77%
30.3800 · MFT Interest	10,710.39	15,000.00	-4,289.61	71.4%
Total MFT Income	<u>58,338.72</u>	<u>135,000.00</u>	<u>-76,661.28</u>	<u>43.21%</u>
Total Income	<u>58,338.72</u>	<u>135,000.00</u>	<u>-76,661.28</u>	<u>43.21%</u>
Expense				
MFT				
30.5124 · Street Maintance & Repairs	0.00	500,000.00	-500,000.00	0.0%
30.5125 · Engineering	0.00	65,000.00	-65,000.00	0.0%
30.5395 · Bank Service Fees	0.00	100.00	-100.00	0.0%
Total MFT	<u>0.00</u>	<u>565,100.00</u>	<u>-565,100.00</u>	<u>0.0%</u>
Total Expense	<u>0.00</u>	<u>565,100.00</u>	<u>-565,100.00</u>	<u>0.0%</u>



MEMORANDUM

To: Village President and Board of Trustees

From: John Lobaito, Administrator

Date: September 16, 2026

Subj: Professional Engineering Agreement, Biltmore Dr. Feasibility Study

Attachments: Resolution...

Board Action Requested: Motion to adopt a Resolution Approving an Agreement with Christopher B. Burke Engineering, LTD. To Provide Engineering Services for The Biltmore Drive Project.

Executive Summary: The Village has identified the need to address several concerns along Biltmore Drive between Signal Hill Road and the southern parking lot entrance serving the Biltmore Country Club. This general area of Biltmore Drive exhibits pavement deterioration and slope stability concerns and an aging guardrail system.

To ensure public safety and protect Village infrastructure, it is prudent to evaluate rehabilitation alternatives and establish a long-term improvement strategy.

The proposed work will focus on evaluating:

- Repaving Biltmore Drive.
- Replacement of the existing guardrail.
- Stabilization of the east slope adjacent to the roadway.

Christopher B. Burke Engineering ("CBBE") has submitted a proposal to perform a comprehensive feasibility study and supporting investigations necessary to evaluate improvement alternatives for the project. The scope includes the following major tasks:

1. Geotechnical Investigation and Review.
2. Evaluation of Geotechnical Review.
3. Environmental Field Reconnaissance

4. Wetland and Stormwater Permitting Memorandum
5. Feasibility Study
6. Coordination of meetings with Biltmore Country Club.

Biltmore Drive serves as an important roadway within the Village and has been identified as requiring both pavement rehabilitation and evaluation of adjacent slope conditions. Given the proximity of wetlands and the potential need for guardrail replacement and slope stabilization improvements, preliminary engineering and environmental analysis are necessary before design and construction alternatives can be evaluated.

The proposed feasibility study will provide the Village Board with a comprehensive assessment of available alternatives, estimated costs, environmental constraints, right-of-way and easement needs, and long-term maintenance implications.

Additionally, the study will identify environmental permitting requirements and assess whether agency coordination with the U.S. Army Corps of Engineers or other regulatory agencies may be necessary should the project advance to design and construction.

The Agreement amount is **\$30,500**. This phase is limited to investigative, environmental, and feasibility services. Future design engineering, permitting, and construction services would be subject to separate Board authorization.

RESOLUTION NO. 2026-__**A RESOLUTION APPROVING AN AGREEMENT WITH CHRISTOPHER B. BURKE
ENGINEERING, LTD. TO PROVIDE ENGINEERING SERVICES FOR THE
BILTMORE DRIVE PROJECT**

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

WHEREAS, the Village has identified the need to stabilize and repave Biltmore Drive, (hereinafter referred to the “Biltmore Drive Project”) to ensure public safety; and,

WHEREAS, professional engineering services are required to prepare design engineering plans for the Biltmore Drive Project; and,

WHEREAS, the Village has received a Memorandum of Understanding from Christopher B. Burke Engineering, Ltd. to provide the necessary engineering services for the Biltmore Drive Project, a copy of which is attached hereto and marked as Exhibit “A”; and,

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to approve the attached Memorandum of Understanding (“the Agreement”) for design engineering services needed for the Biltmore Drive Project.

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

SECTION 1: The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: That the Memorandum of Understanding between the Village of North Barrington and Christopher B. Burke Engineering, Ltd. for engineering services for the Biltmore Drive Project, a copy of which is attached hereto and marked as **Exhibit “A”**, is hereby approved. The President and Village Clerk are hereby authorized and directed to execute and attest to the Agreement in its final form on behalf of the Village.

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

Passed this 16th day of September 2026 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee James Colella	_____	_____	_____	_____
Trustee Sarah Creviston	_____	_____	_____	_____
Trustee Robin R. Kelleher	_____	_____	_____	_____
Trustee Rick Mignano	_____	_____	_____	_____
Trustee Martin Pais	_____	_____	_____	_____
Trustee Mark Vandenberg	_____	_____	_____	_____
President Sweet McDonnell	_____	_____	_____	_____

APPROVED THIS 16th DAY OF SEPTEMBER, 2026.

Eleanor Sweet McDonnell, Village President

(SEAL)

ATTEST: _____
Village Clerk

Published: September 17, 2026

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

August 10, 2026

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

Attention: John Lobaito, Village Administrator

Subject: Biltmore Drive Feasibility Study
Proposal for Phase II Engineering Services

Dear Mr. Lobaito:

At your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional design engineering services for the Biltmore Drive Feasibility Study. Included below you will find our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village of North Barrington would like to rehabilitate Biltmore Drive from Signal Hill Road to the south parking lot entrance on the east side of Biltmore Drive. This will include the following:

- Repaving Biltmore Drive
- Replacement of the existing guardrail
- Stabilization of east slope of Biltmore Drive

The feasibility study will provide a technical memo providing alternatives for each of the items listed above, exhibits, cost estimates, and discussion of possible easements.

Please note that based on the Village's approval of the alternatives identified in the feasibility study CBBEL can assist with the remainder of the design engineering or assist with a design build delivery of the project.

SCOPE OF SERVICES

Task 1 – Geotechnical Report: Two (2) pavement cores five feet in depth, two (2) borings 20 feet in depth for possible sheet pile wall in connection with the guardrail, and preliminary global stability analysis will be obtained as part of the Geotechnical Exploration by Testing Service Corporation (TSC) for compliance with the Clean Construction Demolition Debris (CCDD). The report will give complete pavement and base surface thickness as well as subgrade description and laboratory test dates. Comments will also be made concerning proposed pavement overlay and/or maintenance.

We recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify the analytical parameters proposed will be sufficient.

The objectives of the Study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mix with CCDD accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22(f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B)}. These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

Task 2 – Evaluation of Geotechnical Report: CBBEL will evaluate the geotechnical report to the soil analytics to utilize to provide for the use of the feasibility study.

Task 3 – Field Reconnaissance: An investigation of the project will be completed to delineate the limits of wetlands and waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. The limits of the wetland community will be field staked. We will locate the delineated boundaries using a submeter accuracy handheld GPS unit. We will collect field data, if needed for future permitting.

Task 4 – Wetland and Stormwater Permitting Memorandum: The results of the wetland field reconnaissance will be summarized in a memorandum with a supporting delineation exhibit. The memorandum will include a wetland and stormwater permitting discussion for the various roadway improvement design alternatives.

Task 5 – Feasibility Study: CBBEL will prepare a feasibility study for three different scoped items.

- Repaving Biltmore Drive
- Replacement of the existing guardrail
- Stabilization of east slope of Biltmore Drive

For the above scope we will prepare up to 3 alternatives discussing the pros and cons of each alternative, exhibits including typical sections, up to two renderings, cost estimates, discussion of tree preservation and structural needs as well as possible easements from Biltmore Country Club utilizing the County GIS.

Task 6 – Meetings: CBBEL has assumed that two coordination meetings at 2 hours each which includes one with the Village and one with the Biltmore Country Club.

ESTIMATE OF FEE

CBBEL estimates the following fees for each of the tasks described above:

Task 1 – Geotechnical Report	\$ 15,000
Task 2 – Evaluation of Geotechnical Report	\$ 750
Task 3 – Field Reconnaissance	\$ 1,500
Task 4 – Wetland Stormwater Permitting Memorandum	\$ 1,800
Task 5 – Feasibility Study	\$ 10,000
Task 6 - Meetings	\$ 1,500
Total	\$ 30,500

We will bill you in accordance with our previously accepted Master Agreement. These previously accepted Standard Charges and General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services, and report compilation are included in the fee estimate.

If this proposal is acceptable to you, please sign both copies and return one to us for our files.

Sincerely,



Michael Kerr, PE
President

Encl: Schedule of Charges
General Terms & Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS
ACCEPTED FOR VILLAGE OF NORTH BARRINGTON:

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

<u>Personnel</u>	<u>Hourly Rate</u>
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

These rates are in effect until December 31, 2026, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc



AGENDA COVER SHEET

To: President and Board of Trustees

From: John A. Lobaito, Village Administrator

Date: September 16, 2026

Subj: Biltmore Country Club, Artificial Lighting Extension

Attachments: 1. Letter of Request, Belisario Castillo, Club Manager dated August 13, 2026
2. Ordinance No. 2022-09

Board Action Requested: Motion to approve written request to extend artificial lighting variation until April 15, 2027 for two temporary platform tennis courts located at 160 Biltmore Drive, North Barrington, Illinois, as authorized under Ordinance No. 2022-09.

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

The Ordinance grants the lighting variation until April 15, 2023, "...unless a timely written request is presented and approved by the Village Board at a public meeting to extend the variation for additional annual terms."

A total of four (4) additional successive annual extension requests is permitted. In no event can the variation for artificial lighting extend past April 15, 2027.



BILTMORE COUNTRY CLUB

August 13, 2026

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

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

Dear Members of the Board of Trustees:

I hope this letter finds you well. My name is Belisario Castillo, and I am the Club Manager at Biltmore Country Club.

I am writing to respectfully request that the extension of the variation for artificial lighting on the Biltmore Country Club property be added to the agenda for the Village Board of Trustees meeting scheduled for September 16, 2026.

I would appreciate the opportunity to appear before the Board and present our request in person. I would be pleased to provide additional information regarding the lighting project and address any questions the Board may have.

Thank you for your time and consideration of this request. Please feel free to contact me at bcastillo@biltmore-cc.com or 224.655.2100 should you have any questions or require additional information.

Sincerely,

Belisario Castillo
Club Manager
Biltmore Country Club



BILTMORE COUNTRY CLUB

August 13, 2026

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

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

Dear Members of the Board of Trustees:

I hope this letter finds you well. My name is Belisario Castillo, and I am the Club Manager at Biltmore Country Club.

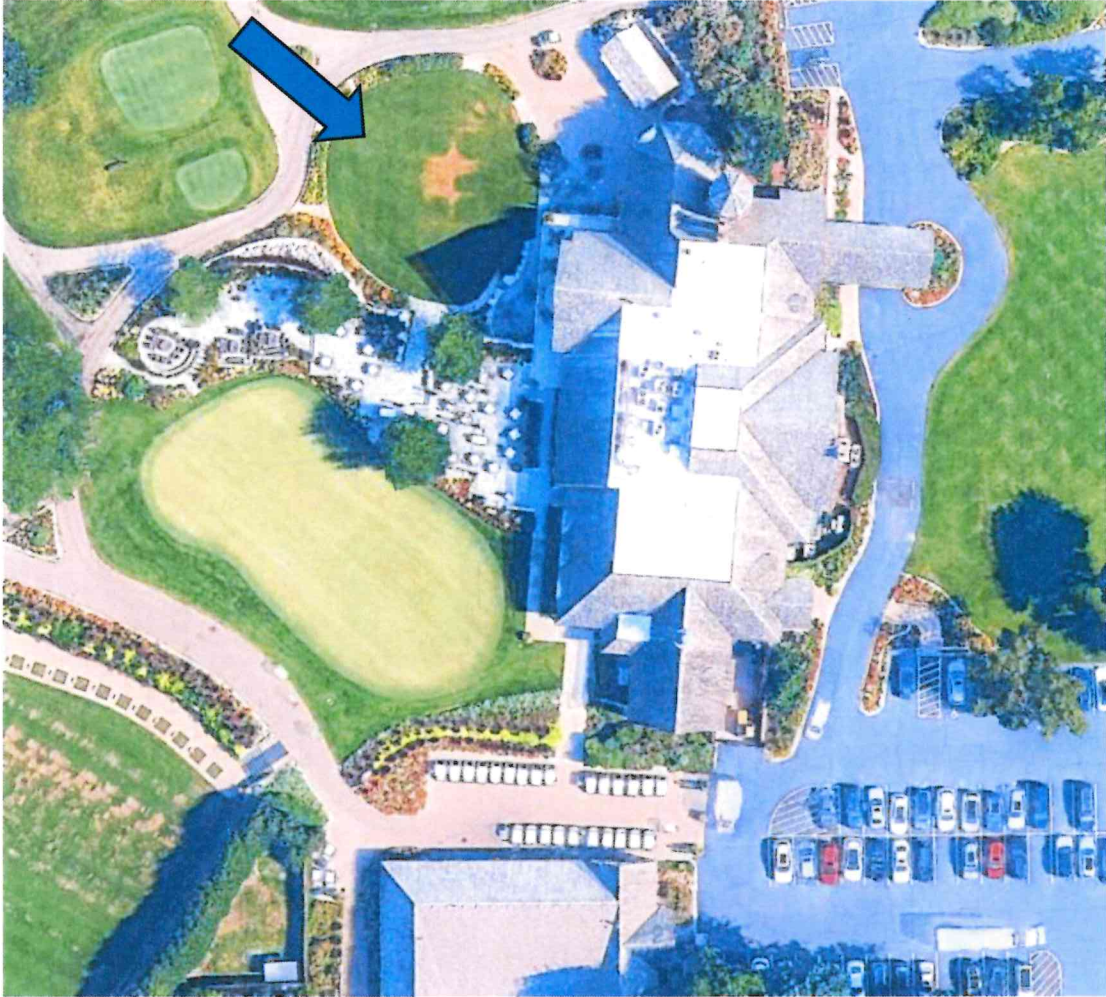
I am writing to respectfully request that the extension of the variation for artificial lighting on the Biltmore Country Club property be added to the agenda for the Village Board of Trustees meeting scheduled for September 16, 2026.

I would appreciate the opportunity to appear before the Board and present our request in person. I would be pleased to provide additional information regarding the lighting project and address any questions the Board may have.

Thank you for your time and consideration of this request. Please feel free to contact me at bcastillo@biltmore-cc.com or 224.655.2100 should you have any questions or require additional information.

Sincerely,

Belisario Castillo
Club Manager
Biltmore Country Club



Biltmore Country Club-2026

Temporary Paddle Courts



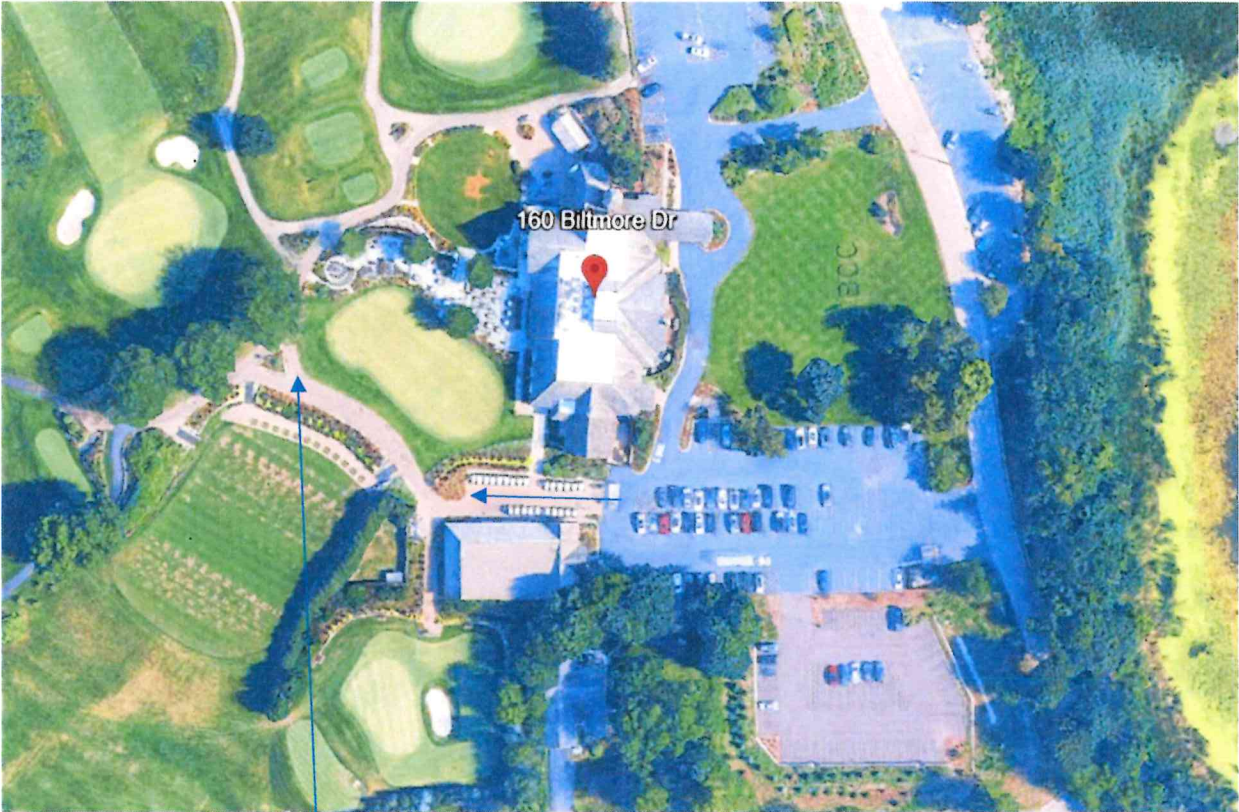
Biltmore Country Club

2026

Paddle Tennis Facility with Lights

Biltmore Country Club

2026



Drop off location, pick-up truck and trailer, unload paddle court panels & transfer to a forklift (bobcat). All driven on a cart path.

**VILLAGE OF NORTH BARRINGTON
ORDINANCE NO. 2022-09**

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

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

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

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

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

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

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

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

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

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

BILTMORE COUNTRY CLUB
THAT PT LYING WEST OF BILTMORE COUNTRY CLUB ESTATES UNIT 1 &
NORTHEASTERLY
OF HWY 59 PT SW ¼ SECTION 13 TOWNSHIP 43 RANGE 9
Permanent Index Number: 13-13-300-001

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

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

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

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

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

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

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

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

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

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

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

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Kevin Horcher	<u>X</u>	_____	_____	_____
Trustee Robin R. Kelleher	<u>X</u>	_____	_____	_____
Trustee Vanessa G. Kerrigan	<u>X</u>	_____	_____	_____
Trustee Martin Pais	<u>X</u>	_____	_____	_____
Trustee Greg Rogus	<u>X</u>	_____	_____	_____
Trustee Lawrence Weiner	<u>X</u>	_____	_____	_____
President Sweet McDonnell	_____	_____	_____	_____



(SEAL)

APPROVED THIS 19th DAY OF OCTOBER 2022.

Eleanor Sweet McDonnell
 Eleanor Sweet McDonnell, Village President

ATTEST:

[Signature]
 Village Clerk

Published: October 19, 2022

CERTIFICATION

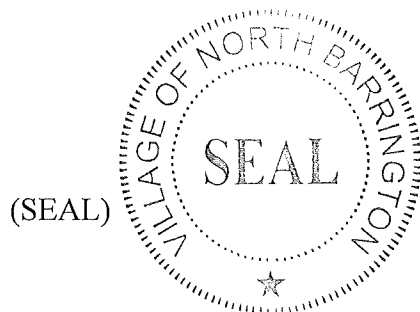
I, John Lobaito, do hereby certify that I am the duly elected, acting and qualified Clerk of the Village of North Barrington, Lake County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of North Barrington.

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

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

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

Given under my hand and seal of the Village of North Barrington this 20th day of October 2022.



Village Clerk
Village of North Barrington,
Lake County, Illinois



MEMORANDUM

To: Village President and Board of Trustees

From: John Lobaito, Administrator

Date: September 16, 2026

Subj: IGA -IDOT, IL Rte. 59 GH0 Project – Culvert Replacement

Attachments: Resolution Approving an IGA and Authorizing the Village President to Sign the IGA

Board Action Requested: **Motion** to Adopt a Resolution Approving an IGA with IDOT for the Construction of Drainage Improvements Along IL Rte. 59.

Executive Summary

The Village has been working with the Illinois Department of Transportation (IDOT) to address drainage concerns along Illinois Route 59. The proposed project involves replacing the existing culvert under IL Rte. 59. These improvements are part of the approved plans for the GH0 project. The replacement of the failed culvert and other drainage improvements will enhance public safety for motorists.

The attached Intergovernmental Agreement (Agreement No. JN-127-001) designates the Village of North Barrington as the lead agency for construction of the improvement and for obtaining any necessary permits associated with the project. All permits have been obtained and work is underway.

Key provisions of the agreement include:

1. IDOT will reimburse the Village for 100% of the actual construction costs associated with the drainage improvement project, not to exceed \$831,000.
2. Upon execution of the agreement and submission of an invoice, IDOT will provide an advance payment equal to 80% of its share of the project costs.
3. Following project completion, IDOT will reimburse the Village for the remaining balance of eligible construction costs.
4. Maintenance responsibilities and jurisdiction following completion of the project will remain unchanged from existing conditions.
5. The agreement term extends from April 17, 2025, through April 17, 2031.

RESOLUTION NO. 2026-__**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS ALONG ILLINOIS ROUTE 59**

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

WHEREAS, the Village and the Lake County Stormwater Management Commission (SMC) previously entered into an Intergovernmental Agreement for grant funding to construct the Grassmere Farms Haverton And Oaksbury Stormwater Improvement Project (the “GHO Project”); and

WHEREAS, a portion of the improvements related to the GHO Project involves removing and replacing the culverts under Illinois Route 59; and,

WHEREAS, the attached Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”) provides for IDOT reimbursement funding in the amount of \$831,000. for the removal and replacement of the culverts under Illinois Route 59; and,

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to approve the attached Intergovernmental Agreement which will provide funding for the replacement of culverts under Illinois Route 59.

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

SECTION 1: The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: That the Intergovernmental Agreement between the Village of North Barrington and The Illinois Department of Transportation , a copy of which is attached hereto and marked as **Exhibit A**, is hereby approved. The President and Village Clerk are hereby authorized and directed to execute and attest to the Agreement in its final form on behalf of the Village.

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

Passed this 16th day of September 2026 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee James Colella	_____	_____	_____	_____
Trustee Sarah Creviston	_____	_____	_____	_____
Trustee Robin R. Kelleher	_____	_____	_____	_____
Trustee Rick Mignano	_____	_____	_____	_____
Trustee Martin Pais	_____	_____	_____	_____
Trustee Mark Vandenberg	_____	_____	_____	_____
President Sweet McDonnell	_____	_____	_____	_____

APPROVED THIS 16th DAY OF SEPTEMBER, 2026.

Eleanor Sweet McDonnell, Village President

(SEAL)

ATTEST: _____
Village Clerk

Published: September 17, 2026

RESOLUTION NO. 2026-__**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS ALONG ILLINOIS ROUTE 59**

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

WHEREAS, the Village and the Lake County Stormwater Management Commission (SMC) previously entered into an Intergovernmental Agreement for grant funding to construct the Grassmere Farms Haverton And Oaksbury Stormwater Improvement Project (the “GHO Project”); and

WHEREAS, a portion of the improvements related to the GHO Project involves removing and replacing the culverts under Illinois Route 59; and,

WHEREAS, the attached Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”) provides for IDOT reimbursement funding in the amount of \$831,000. for the removal and replacement of the culverts under Illinois Route 59; and,

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to approve the attached Intergovernmental Agreement which will provide funding for the replacement of culverts under Illinois Route 59.

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

SECTION 1: The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: That the Intergovernmental Agreement between the Village of North Barrington and The Illinois Department of Transportation, a copy of which is attached hereto and marked as **Exhibit A**, is hereby approved. The President and Village Clerk are hereby authorized and directed to execute and attest to the Agreement in its final form on behalf of the Village.

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

Passed this 16th day of September 2026 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee James Colella	_____	_____	_____	_____
Trustee Sarah Creviston	_____	_____	_____	_____
Trustee Robin R. Kelleher	_____	_____	_____	_____
Trustee Rick Mignano	_____	_____	_____	_____
Trustee Martin Pais	_____	_____	_____	_____
Trustee Mark Vandenberg	_____	_____	_____	_____
President Sweet McDonnell	_____	_____	_____	_____

APPROVED THIS 16th DAY OF SEPTEMBER, 2026.

Eleanor Sweet McDonnell, Village President

(SEAL)

ATTEST: _____
Village Clerk

Published: September 17, 2026



Governmental Body Name

North Barrington

Agreement Number

JN-127-001

Address

111 Old Barrington Rd

City

North Barrington

State

IL

Zip Code

60010

Remittance Address (if different from above)

City

State

Zip Code

Phone

(847) 381-6000

Unique Entity Identifier (UEI)

UCRBBM57GGF5

FEIN/TIN

36-2648420

Brief Description of Service (full description specified in Part 5)

Financially participate and reimburse the Village of North Barrington for the pre-construction and construction cost of the drainage improvements along IL 59.

Compensation Method (full details specified in Part 6)

Reimbursement

Total Compensation Amount

\$831,000.00

Advance Pay

☐ Yes ☒ No

Start Date

04/17/25

Agreement Term

Expiration Date

04/17/31

REQUIRED SIGNATURES

8C

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Signature

--

Date

--

Name

esweet@northbarrington.org

Title

Village President

FOR THE DEPARTMENT:

Signature

--

Date

--

Name

Gia Biagi

Title

Secretary of Transportation

Delegate Printed Name

--

Printed Title

--

Signature

--

Date

--

Name

Michael Prater

Title

Chief Counsel

(Approved as to form)

Signature

--

Date

--

Name

Signature of

Title

Office of Highways Project Implementation

Signature

--

Date

--

Name

Arthur L Moore

Title

Acting Chief Financial Officer

**INTERGOVERNMENTAL AGREEMENT
FOR**

8C

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

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

Attention

Eleanor Sweet McDonnell

Email

esweet@northbarrington.org

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

Part 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 04/17/25 and will expire 04/17/31
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- ☒ E. **Renewal** This Agreement may not be renewed.
- OR
- ☐ E. **Renewal** This Agreement may be renewed upon written agreements by the parties.

Part 2
GENERAL PROVISIONS

8C

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **six (6) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
 2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$250,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
 3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set to not exceed \$100,000 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds not exceeding \$100,000 for goods and services or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
 4. **EMPLOYMENT OF DEPARTMENT PERSONNEL** The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

Part 3

☒ **FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement]

8C

PART 4
SPECIFIC PROVISIONS

8C

- A. **Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention

Craig Bauer

Address

201 W. Center Court

E-mail

craig.bauer@illinois.gov

City

Schaumburg

State

IL

Zip Code

60515

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. **Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. **Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. **Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. **Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. **Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be

prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- G. **Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. **Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- I. **Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. **Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- K. **Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. **Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. Tax Identification Number GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, and
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Village of North Barrington

Taxpayer Identification Number: 36-2648420

Legal Status (check one):

☐ Tax-exempt ☒ Government ☐ Other

N. International Boycott The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

O. Forced Labor The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. Equipment The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

8

The Village of North Barrington (GOVERNMENTAL BODY) and the Illinois Department of Transportation (DEPARTMENT), in order to ensure the safety of the motoring public and residents near and along IL 59, are desirous to improve drainage by replacing the culvert under IL 59 approximately 2,100 feet south of IL 22, hereinafter referred to as the IMPROVEMENT.

I. GOVERNMENTAL BODY'S SCOPE OF SERVICES/RESPONSIBILITIES

- A. The GOVERNMENTAL BODY agrees to act as the leading agency in performing the construction of the IMPROVEMENT.
- B. The GOVERNMENTAL BODY agrees to obtain all applicable permits associated with the IMPROVEMENT.

II. DEPARTMENT'S SCOPE OF SERVICES/RESPONBILITIES

- A. The DEPARTMENT agrees to participate in the construction cost associated with the IMPROVEMENT as outlined in the letter between the parties dated April 17, 2025, a copy of which is attached hereto as Exhibit A and made a part of hereof.
- B. The DEPARTMENT hereby agrees to reimburse the GOVERNMENTAL BODY for One Hundred Percent (100%) of construction for the IMPROVEMENT currently not to exceed Eight Hundred Thirty One Thousand Dollars (\$831,000), so long as such work does not begin before the date of the Exhibit A letter, April 17, 2025.
- C. Upon Execution of this Agreement, and receipt of an invoice from the GOVERNMENTAL BODY the DEPARTMENT agrees to pay 80% of its share of the construction cost of the IMPROVEMENT.
- D. The DEPARTMENT further agrees that upon completion of the IMPROVEMENT, and receipt of an invoice from the GOVERNMENTAL BODY, the DEPARTMENT will reimburse the GOVERNMENTAL BODY the remaining share of construction cost of the IMPROVEMENT. It is further agreed the notwithstanding the estimated cost of the IMPROVEMENT, the DEPARTMENT shall be responsible for reimbursing the GOVERNMENTAL BODY for the total actual construction costs associated with the IMPROVEMENT.

III. MAINTENANCE AND JURISDICTION

Upon final field inspection of the IMPROVEMENT, the parties mutually agree to continue to maintain their respective maintenance and jurisdiction prior to the agreement.

IV. PROJECT DESIGNATION NUMBERS

Lake County
PPS No.: 1-80747-0000
Agreement Number: JN-127-001
State Job Number: N-91-001-27

**PART 6
COMPENSATION FOR SERVICES**

8C

Funding

	\$831,000.00	100%
Subtotal	\$831,000.00	100%
Local Match Provided Through the GOVERNMENTAL BODY		
GRAND TOTAL	\$831,000.00	

Funding Breakdown

The DEPARTMENT agrees to fund 100% of the actual construction cost of the IMPROVEMENT. It is the intent of the DEPARTMENT that all or a portion of the costs to this IMPROVEMENT will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State. The provision in no way constitutes an obligation of the DEPARTMENT to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

Budget

\$831,000

PART 7

CERTIFICATION REGARDING LOBBYING

(49 CFR PART 20)

☒ [NOT APPLICABLE TO THIS AGREEMENT]

PART 8
AGREEMENT AWARD NOTIFICATION

8C

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds

Name of Project

Federal Project Number

Assistance Listing Number*, Federal Agency, Program Title

*For Assistance Listing Number, refer to original Federal Award/Grant Agreement.

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NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expended at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended at least the threshold amount as set out in 2 CFR 200.501(a) or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than the threshold amount as set out in 2 CFR 200.501(a) in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, **you must complete and return the certification statement.**
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Financial Review & Investigation Section, Rm. 126
2300 South Dirksen Parkway
Springfield, IL 62764
DOT.AuditReview@illinois.gov

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

NOTICE**Do not submit this certification to the DEPARTMENT with your signed contract.**

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

Annual Certification of Audit Type

1. Do not submit this Certification to the Department with your signed contract.
2. This form must be submitted, by the award recipient, yearly, within 60 days of the award recipient's fiscal year end, for the entire length of the contract.
3. You will submit this form to: DOT.AuditReview@illinois.gov within 60 days of your fiscal year end.

The Illinois Department of Transportation (IDOT) is required to obtain and review the Single Audit of all entities that have federally participating funds pass through it.

Section A

The certification applies ONLY to government agencies, local units of government and non-profit agencies expending federal funds. It does not apply to for-profit public or private entities.

The requirements of a Single Audit are as follows:

- In accordance with 2 CFR 200 Uniform Administrative Requirements, non-federal entities are required to have a single audit conducted if the total federal awards expended, from all awarding agencies, in the entity's fiscal year are:
 - \$750,000.00 or more for fiscal years starting **before October 1, 2024.**
 - \$1,000,000.00 or more for fiscal years starting **on or after October 1, 2024.**

Section B

Certification for fiscal year _____ through _____

Check the box that applies.

☐ The amount of federal funding our organization expended for our fiscal year, _____ through _____, meets or exceeds, the Single Audit threshold. Therefore, we are required to have a Single Audit.

☐ The amount of federal funding our organization expended for our fiscal year, _____ through _____, is below the Single Audit threshold. Therefore, we are not required to have a Single Audit.

Section C

Organization Name

Fiscal Year End Date

Village of North Barrington

Address

City

State

Zip Code

111 Old Barrington Rd

North Barrington

IL

60010

Contact Name

Title

Eleanor Sweet McDonnell

Village President

Phone

E-mail

esweet@northbarrington.org

FEIN (do not enter a dash)

UEI

Section D

I certify that the above information is correct and in compliance with 2 CFR 200 Uniform Administrative Requirements:

Name

Title

Date

**Village of North Barrington
Unpaid Warrants
As of September 16, 2026**

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Date	Num	Memo	Account	Class	Open Balance
Alan Horticulture					
09/16/2026	28997	LAWN MAINTENANCE - VILLAGE HALL - SEPTEMBER 2026	5706.6 · Landscape Maintenance	General Fund	700.00
09/16/2026	29002	LAWN MAINTENANCE - ETON PARK - SEPTEMBER 2026	40.5085 · Landscape Maintenance	General Fund	800.00
Total Alan Horticulture					1,500.00
Angel Water, Inc.					
09/16/2026	00451145	WATER SOFTNER MAINTANCE	5707.2 · Plumbing	General Fund	384.00
Total Angel Water, Inc.					384.00
B & F Construction Code Ser. Inc.					
09/16/2026	22793	JULY 2026	12.5105 · Inspections	General Fund	1,529.55
Total B & F Construction Code Ser. Inc.					1,529.55
Bart Pryputniewicz					
09/16/2026	24-031	BOND REFUND - CHECK 191 DATED 3/9/26	Road Bond.	Bonds	1,000.00
Total Bart Pryputniewicz					1,000.00
Biltmore Country Cl.					
09/16/2026	85023	QUARTERLY MAYORS MENTORING DINNER JULY 14, 2026	10.5650 · Meetings & Travel	General Fund	228.75
Total Biltmore Country Cl.					228.75
Camiros, LTD					
09/16/2026	0022416-IN	ZONING CODE UPDATE - JULY 2026	10.5417 · Zoning Ordinance Updates	General Fund	6,100.00
Total Camiros, LTD					6,100.00
CERT					
09/16/2026	2026 SUMMER CONCERT	SUMMER CONCERT LIGHTING - SEPTEMBER 12, 2026	40.5015 · Summer Concerts	General Fund	300.00
Total CERT					300.00
Clarke Environmental Mosquito Mgmt, Inc.					
09/16/2026	001040503	MOSQUITO ABATEMENT 2026 SEASON - 3RD COMMUNITY WIDE APPLICATION	10.5225 · Mosquito Abatement	General Fund	4,040.65
Total Clarke Environmental Mosquito Mgmt, Inc.					4,040.65
Comcast					
09/16/2026	*9391 08.20-09.19	INTERNET SERVICE: 08.20.26-09.19.26	10.5412 · Internet	General Fund	266.19
Total Comcast					266.19
ComEd					
09/16/2026	*2222 - 07.20-08.18	STREET LIGHTS - SERVICE 07.20.26-08.18.26	30.5020 · Utilities	General Fund	65.76
Total ComEd					65.76
Country Bumpkin					
09/16/2026	2026 FALL FEST	PUMPKINS, MUMS, CORN STALKS, HAY BALES	40.5020 · Fall Fest	General Fund	1,360.00
Total Country Bumpkin					1,360.00
Derek Byrne					
09/16/2026	2026 FALL FEST	MUSICIAN & DANCERS	40.5020 · Fall Fest	General Fund	1,000.00
Total Derek Byrne					1,000.00
Ela Township Highway Dept.					
09/16/2026	1397	INSPECTIONS - 08.04.26-08.26.26	12.5105 · Inspections	General Fund	181.00
09/16/2026	1397	PUBLIC WORKS - 08.04.26-08.26.26	30.5015 · Public Works	General Fund	2,679.00
09/16/2026	1397	STORM - 08.04.26-08.26.26	30.5025 · Maintenance/Storm Cleanup	General Fund	515.50
Total Ela Township Highway Dept.					3,375.50
Enhanced Networks					
09/16/2026	20260380	JULY 2026	10.5240 · IT Consulting Services	General Fund	2,171.25
Total Enhanced Networks					2,171.25
Fuqua Winter Ltd.					
09/16/2026	14145	GENERAL - AUGUST 2026	10.5220 · Legal	General Fund	2,835.00
Total Fuqua Winter Ltd.					2,835.00
Gerry Aylward					
09/16/2026		SUMMER CONCERT - SEPTEMBER 12, 2026	40.5015 · Summer Concerts	General Fund	1,200.00
Total Gerry Aylward					1,200.00

Village of North Barrington
Unpaid Warrants
As of September 16, 2026

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Date	Num	Memo	Account	Class	Open Balance
Governmental Accounting & Prof. Services					
09/16/2026	26202	AUGUST 2026	10.5260 · Accounting Services	General Fund	2,625.00
Total Governmental Accounting & Prof. Services					2,625.00
Heybecks Meat Market					
09/16/2026	2026 FALL FEST	DEPOSIT FOR HEYBECKS MEAT MARKET CATERING FOR 2026 FALL FEST	40.5020 · Fall Fest	General Fund	500.00
Total Heybecks Meat Market					500.00
Illinois Department of Transportation					
09/16/2026	68565	Q2 2026 - TRAFFICE SIGNAL MAINT. - IL 22/OLD BARRINGTON	30.5020 · Utilities	General Fund	303.90
Total Illinois Department of Transportation					303.90
International Fire Equipment Corp.					
09/16/2026	117255-1	ANNAUL MAINT. OF FIRE ALARM SYSTEM, EXTINGUISHERS & EMERGENCY/EXIT LIGHTS	5706.1 · Fire/Security Alarm	General Fund	721.47
Total International Fire Equipment Corp.					721.47
Lake County Sheriff's Office					
09/16/2026	300038208	SEPTEMBER 2026	20.5201 · IGA - Police Services	General Fund	30,852.56
Total Lake County Sheriff's Office					30,852.56
Lake County Stormwater Mgmt. Comm.					
09/16/2026	INV-420001431	GHO STORMWATER DRAINAGE PROJECT - PROJECT EXPENSE MATCH	60.8204 · GHO Project	Capital Projects	220,801.27
Total Lake County Stormwater Mgmt. Comm.					220,801.27
Mo Ashab					
09/16/2026	SEPTEMBER 2026	SEPTEMBER 2026	10.5250 · Treasurer's Services	General Fund	200.00
Total Mo Ashab					200.00
Natalie P. Karney, P.E.					
09/16/2026	AUGUST 2026	AUGUST 2026	10.5235 · Health Officer	General Fund	635.00
Total Natalie P. Karney, P.E.					635.00
Party Plus					
09/16/2026	64623	TENTS, TABLES, & ACCESSORIES	40.5020 · Fall Fest	General Fund	2,726.06
Total Party Plus					2,726.06
Patch 22					
09/16/2026	2026 FALL FEST	PONY RIDES, PETTING ZOO, HAYRIDE	40.5020 · Fall Fest	General Fund	2,300.00
Total Patch 22					2,300.00
Rafferty Architects					
09/16/2026	4519	SERVICE: 08/10/26-8/31/26	12.5100 · Building and Zoning Officer	General Fund	4,392.50
Total Rafferty Architects					4,392.50
Ringers Landscape Services, Inc.					
09/16/2026	PERMIT #: 26-021	BOND RELEASE	Road Bond.	Trust & Agency	1,000.00
Total Ringers Landscape Services, Inc.					1,000.00
Robinson Engineering					
09/16/2026	SEPTEMBER 2026	GHO - CONSTRUCTION MGMT. SERVICES	60.8204 · GHO Project	Capital Projects	22,600.01
09/16/2026	SEPTEMBER 2026	70 HILLBURN LN- PLAN REVIEW	Trust & Agency.	Trust & Agency	1,449.00
09/16/2026	SEPTEMBER 2026	430 HALCYON LN - INSPECTION	Trust & Agency.	Trust & Agency	1,293.75
09/16/2026	SEPTEMBER 2026	190 CLOVER HILL LN - INSPECTION	Trust & Agency.	Trust & Agency	310.50
09/16/2026	SEPTEMBER 2026	PROFESSIONAL ENGINEERING SERVICES	17.5125 · Engineer Consulting	General Fund	2,484.00
09/16/2026	SEPTEMBER 2026	LZRFPD - PLAN REVIEW	Trust & Agency.	Trust & Agency	828.00
09/16/2026	SEPTEMBER 2026	212 KIMBERLY RD. - PLAN REVIEW	Trust & Agency.	Trust & Agency	1,242.00
09/16/2026	SEPTEMBER 2026	UTILITY PLAN REVIEW	17.5114 · Plan Review	General Fund	310.50
Total Robinson Engineering					30,517.76
Sparkles Entertainment					
09/16/2026	2026 FALL FESTIVAL	FACE PAINTERS AND BALOON ARTIST	40.5020 · Fall Fest	General Fund	1,300.00
Total Sparkles Entertainment					1,300.00
Susan Allman					
09/16/2026	207	SERVICES 08.12.26-08.27.26	15.5070 · Forester Services	General Fund	350.00
Total Susan Allman					350.00
TOTAL					<u><u>326,582.17</u></u>

Village of North Barrington
Checks Written
August 2026

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Type	Num	Date	Name	Memo	Account	Paid Amount
Check	ACH	08/01/2026	Myriad Creative Services, LLC		00.1000 · BB&T Checking - 6814	
TOTAL				GENERAL SITE UPDATES - AUGUST 2026 INV - 000635	10.5245 · Website	-60.00
						-60.00
Check	27055	08/03/2026	John Lobaito	JULY 2026	00.1000 · BB&T Checking - 6814	
TOTAL				JULY 2026 (150.5 HOURS)	10.4050 · Administrator	-15,652.00
						-15,652.00
Check	27056	08/03/2026	Sue Murdy	JULY 2026	00.1000 · BB&T Checking - 6814	
TOTAL				JULY 2026 (157 HRS)	10.4056 · Administrative Assistant #1	-4,757.10
						-4,757.10
Check	ACH	08/13/2026	Leaf		00.1000 · BB&T Checking - 6814	
TOTAL				RICOH IMC 4500 COPIER SYSTEM	10.5205 · Copier Lease/Maintenance	-180.61
						-180.61
Check	EFT*2302	08/19/2026	First Bankcard	*2302 - 07.02.26 CONF. #: AUTO PAY	00.1000 · BB&T Checking - 6814	
TOTAL				ACE HARDWARE	10.5705 · Building Maintenance & Repair	-11.96
				AMAZON	10.5730 · Office Supplies	-77.02
				SP FEDERAL FLAGS	10.5746 · America 250	-49.32
				AT&T	10.5600 · Phone Services	-57.61
				APPLE	10.5400 · Membership Dues & Subscriptions	-0.99
				AMAZON	10.5730 · Office Supplies	-16.04
				AMAZON	10.5730 · Office Supplies	-37.44
						-250.38
Check	EFT*0559	08/19/2026	First Bankcard	*0559 - 06.03.26 CONF. #: AUTO PAY	00.1000 · BB&T Checking - 6814	
TOTAL				PANERA BREAD	10.5650 · Meetings & Travel	-52.43
				PRIMO BRANDS/WATERSERV	10.5731 · Building Supplies	-53.44
				ZOOM	10.5400 · Membership Dues & Subscriptions	-15.99
				AMAZON	10.5730 · Office Supplies	-10.13
				CONSTANT CONTACT	10.5400 · Membership Dues & Subscriptions	-59.00
				AMAZON	10.5730 · Office Supplies	-366.30
				DAILY HEARLD	10.5400 · Membership Dues & Subscriptions	-19.00
				THINK INK	10.5730 · Office Supplies	-550.00
				FTF MOBILE & TOASTY	10.5650 · Meetings & Travel	-1,210.25
				WALMART	10.5730 · Office Supplies	-19.80
				LOU MALNATI'S	10.5650 · Meetings & Travel	-139.43
				USPS	10.5414 · Postage	-20.96
				PRIMO BRANDS/WATERSERV	10.5731 · Building Supplies	-6.66
						-2,523.39
					TOTAL	-23,423.48