AGENDA MEMORANDUM
Village of Barrington, Illinois
Meeting of September 23, 1974 at 8:00 P. M.

1. CALL TO ORDER

2. ROLL CALL

APPROVAL OF THE MINUTES OF THE PUBLIC MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARRINGTON, ILLINOIS ON SEPTEMBER 9, 1974.

Copies of the minutes are attached.

APPROVAL OF THE MINUTES OF THE PUBLIC HEARING ON INCINERATION APPLICATION OF SEPTEMBER 16, 1974.

Copies of the minutes are attached.

4. REPORTS OF VILLAGE OFFICIALS

PRESIDENT'S REPORT:

a) President's report will be verbal.

MANAGER'S REPORT:

- a) Administrative Reports are attached.
- b) The NIPC Transportation Plan for 1995 will be telecast on September 30. The attached memo describes how comment may be made from the public.

5. ORDINANCES AND RESOLUTIONS:

a) CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 19 OF THE BAR-RINGTON VILLAGE CODE ADDING A NEW SECTION 19-27, APPEALS AND VARIATIONS (SIGNS).

This ordinance will amend the Sign Ordinance creating an Appeals Section which is covered in the Zoning Ordinance reference to signs but not in the Sign Ordinance. There is before the Plan Commission an amendment to the Zoning Ordinance which will tie the Zoning Ordinance and Sign Ordinance together and avoid this type of dual amendment in the future. However, the present Sign Ordinance should be amended to provide for appeals so that it does not leave the Village open to complaint that the ordinance provides no means of appeal.

# 5. ORDINANCES AND RESOLUTIONS, (continued)

b) CONSIDERATION OF AN ORDINANCE AMENDING ARTICLE X CHAPTER 14
OF THE BARRINGTON VILLAGE CODE (BICYCLES).

This ordinance amends the code by adding requirements to the present code. A section calling for a bicycle path plan is included as well as licensing requirements and equipment requirements. Basic changes include requirements of light reflectors and safety flags, in order to obtain a license. In addition, other components of the bicycle must be judged to be operating properly. A new license is required each year to insure that all safety equipment is intact and operating.

c) CONSIDERATION OF A RESOLUTION AUTHORIZING THE EXPENDITURE OF \$2,451 FROM MOTOR FUEL TAX FUNDS FOR ENGINEERING.

The reconstruction of Hillside Avenue has been approved and a contract let. In order to pay the engineers for work accomplished, the Village must pass the attached resolution. The fee is the standard M.F.T. fees for reconstruction.

## 6. OLD BUSINESS:

a) CONSIDERATION OF A RECOMMENDATION OF THE PLAN COMMISSION FOR REZONING PROPERTY LOCATED AT 145 WEST MAIN STREET FROM R-10 TO B-1.

This item was tabled at the Board meeting of June 12, 1972, and the staff was asked to work out fire protection and parking plans. Subsequently, the Board passed a motion to the effect that the building should be preserved for its historical and architectural qualities if economically feasible. Since that action, the property changed ownership and the building was damaged by incendiary and vandalistic activity.

The present owner is asking for the recommendation of the Plan Commission be approved in principle.

The staff recommends that there be approval in principle, but that a new hearing for a special use permit be set. In order Agenda Memorandum Meeting of September 23, 1974

- 6. OLD BUSINESS, (continued)
  - a) (continued)

that technical fire prevention and parking standards of on-site and off-site parking can be written into a special use permit.

During the interim, the staff would permit necessary alterations and repairs to take place, which were in conformance with the standards to be written into the special use permit.

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b) CONSIDERATION OF A REFUSE COLLECTION AND REMOVAL CONTRACT.

The staff has negotiated a contract with Browning-Ferris based on their low bid. While the contract is an excellent document and Browning-Ferris reluctantly moderated their position on some cost issues, we recommend adoption of the contract with reluctance. While the prices were the lowest and best bid, and while other communities with similar service pay higher contracts, we feel that refuse can be collected and disposed of with less cost.

Robbing speeds

To achieve lower cost would require the Village to take over the service and to have a nearby disposal site such as the proposed incinerator. Since that project seems to be a future consideration, we recommend the contract.

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Under the terms of the contract, residential service will be \$6.79 per month for the first year, compared to \$5.23 under the past contract. Commercial service has increased a like percentage for smaller containers, but larger container users realize varying reductions in price.

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7. NEW BUSINESS:

CONSIDERATION OF A RECOMMENDATION OF THE PLAN COMMISSION ON A PETITION TO ANNEX AND REZONE PROPERTY ON HILLSIDE ROAD. (LOUIS WERD - PC 12-74 N-13).

A copy of the recommendation of the Plan Commission is attached.

b) CONSIDERATION OF A LEASE OF PROPERTY LOCATED AT 134 Wool Street FROM DAYTON NANCE.

This lease will allow the Village to lease the property and rent it as a moderate income home until such time as the federal parking grant is approved. It is recommended that the difference between the rent received and any cost be paid from revenue sharing funds. The terms of the lease are for the Village to pay a \$256.00 monthly mortgage payment, plus taxes and insurance. The house could be rented for about \$200.00 per month.

## 7. NEW BUSINESS, (continued)

c) APPROVAL OF AN ESCROW AGREEMENT WITH THE CHICAGO AND NORTH WESTERN RAILROAD.

This approval would normally not be required except the escrow makes one change in the overall agreement. The agreement requires us to receive bids on a new station and to let a contract prior to commencement of coach storage work. As a practical matter, if we received bids today, the work could not begin prior to next July. Therefore, a contractor would have to load his price for unknown inflation factors and we will pay dearly. Second, the architectural work on the station will not be completed before January, 1975 and by holding work on the new coach storage yard until bids are received, we will lose this construction season and still fact the same problem - a ten-month lag between bidding and the start of construction. By approving the change in agreement, the Railroad can have the new storage yard built before we take bids on the station.

d) CONSIDERATION OF A REQUEST FROM THE AMERICAN CANCER SOCIETY TO HAVE ADMINISTRATIVE PROCEDURES OF SOLICITORS ORDINANCE WAIVED.

This same request was denied March 25, 1974.

REQUEST OF THE BARRINGTON HIGH SCHOOL CORRAL COMMITTEE (YEARBOOK)
TO HAVE PROCEDURES WAIVED FOR SOLICITATION OF VILLAGE CENTER
BUSINESSES.

This solicitation is for sale of advertising space in the Yearbook - a common practice of years past.

f) AWARD OF A CONTRACT FOR THE PURCHASE OF A DUMP BODY, CAB, CHASSIS, SNOW PLOW AND SALT SPREADER.

Sealed bids were received on September 18, 1974 for a replacement vehicle to replace a 1952 truck which has fully depreciated. A tabulation of bids is enclosed.

Due to escalating truck prices, the lower bids were received with addenda. Tabulation shows the cost applying the highest cost increase at time of delivery.

# 7. NEW BUSINESS, (continued)

f) (continued)

It is recommended that an award be made to Freund Brothers on the following basis:

That cab and chassis in the amount of \$8,920.00. In the event of a price increase the vendor will pass on his direct billed cost not to exceed \$356.80 (4%).

That a purchase order be issued for the body and snow equipment and that payment accompanying the P.O. with the understanding that the equipment will be installed and operating upon delivery of the truck.

Office of the Village Manager D. H. Maiben

MINUTES OF THE PUBLIC MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARRINGTON, ILLINOIS ON SEPTEMBER 9, 1974.

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## CALL TO ORDER

Meeting was called to order by President Voss at 8:00 o'clock p.m. Present at roll call: Trustee Capulli, Trustee Shultz, Trustee Wyatt, Trustee Schwemm, Trustee Pierson, Trustee Sass, Jr. Also present: Village Attorney, J. William Braithwaite; Village Clerk, Karol S. Hartmann; Deputy Village Clerk, Doris L. Belz. Village Manager, Dean H. Maiben arrived at 8:02 o'clock p.m. Audience Numbered 31.

APPROVAL OF THE MINUTES OF THE PUBLIC HEARING OF AUGUST 26, 1974 CALLED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR A FEDERAL GRANT FOR INCINERATION OF SOLID WASTE AND LIQUID SLUDGE.

MOTION: Trustee Pierson moved to approve the minutes of the Public Hearing of August 26, 1974 called by the President and Board of Trustees for a Federal Grant for incineration of solid waste and liquid sludge; second, Trustee Sass, Jr. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Wyatt, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. The President declared the motion carried.

APPROVAL OF THE MINUTES OF THE PUBLIC MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARRINGTON, ILLINOIS OF AUGUST 26, 1974.

Trustee Capulli corrected the minutes on page 5, paragraph 5 to read:

MOTION: Trustee Schwemm moved to approve the Ordinance No. 1321 approving a rear yard setback variation; "second, Trustee Pierson. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr. aye. Absent: Trustee Wyatt. The President declared the motion carried."

Trustee Pierson corrected the minutes on page 6, paragraph 3, to read: MOTION: Trustee Sass, Jr. moved to grant approval for the parade subject to the route and times except for Friday, September 13, 1974, as specified by the Village Manager and Chief of Police.

MOTION: Trustee Capulli moved to approve the minutes of the Public Meeting of the President and Board of Trustees of the Village of Barrington, Illinois of August 26, 1974 as corrected; second, Trustee Shultz. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Wyatt, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. The President declared the motion carried.

## INQUIRIES FROM THE AUDIENCE

None.

## REPORTS OF VILLAGE OFFICIALS

## PRESIDENT'S REPORT

President Voss announced the Public Meeting scheduled for September 16, 1974 at 8:00 o'clock p.m. in the Council Chambers for further discussion concerning a federal grant for incineration of solid waste and liquid sludge.

## MANAGER'S REPORT

The Village Manager suggested a zoning amendment be referred to the Plan Commission for a public hearing. This amendment would make it clear that the sign ordinance was part of the zoning ordinance. The Village Attorney read his memorandum on setting the procedures to be followed for future sign ordinance amendments.

MOTION: Trustee Shultz moved to refer the proposed ordinance amending the zoning ordinance for a public hearing before the Plan Commission; second, Trustee Wyatt. Trustee Capulli, aye; Trustee Shultz, aye; Trustee Wyatt, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. The President declared the motion carried.

Consideration of the proposed closing of Grove Avenue, Cook and Summit Streets was deferred until after the scheduled township meeting of October 1, 1974 at 8:00 o'clock p.m. in the Public Safety Building.

The repaving of South Hager Avenue will not proceed in the manner expected as no agreement was reached with two of the industrial owners. The Village Manager explained this project is not suitable as a special tax district because of inequitable rates caused by vacant land. The Village Manager recommends that someone qualified as a Commissioner of Special Assessments determine the public, commercial and residential benefits. Trustee Shultz suggested the street specifications include requiring the industrial property owners to provide off-street parking. The Village Manager stated the street would be engineered according to its use. Trustee Capulli suggested that consideration be given to a street with 30-foot pavement rather than 40 feet wide. The Village Manager answered that two sets of engineering plans have been drawn. Consoer-Townsend prepared engineering plans for a 35-foot street, and Baxter and Woodman engineered plans for a 40-foot width. Mrs. Clarence Walbaum commented she is not in favor of a 40-foot width street.

## MANAGER'S REPORT, (continued)

Mrs. Trestik replied 40-foot width is too dangerous and expressed concern that the speed limit is not observed. Mr. Walter Tuegel stated he is anxious for the project to begin.

MOTION: Trustee Shultz moved to refund deposits in the South Hager Street escrow account (First National Bank & Trust Company of Barrington) to the depositors, to reject bids on the project, and to proceed with the neighborhood meetings to implement a modified type of special assessment as described by the Village Manager; second, Trustee Sass, Jr. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Wyatt, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. The President declared the motion carried.

## TRUSTEE'S REPORT

Trustee Sass, Jr. inquired if plans were being made to eliminate the dust caused by the installation of a water feeder main on Wisconsin Avenue. The Village Manager responded the street will be resealed as quickly as possible.

## ORDINANCES AND RESOLUTIONS

CONSIDERATION OF AN ORDINANCE AMENDING THE VILLAGE CODE, CHAPTER 8, SECTION 8-22 THROUGH 8-25 (NOISE ORDINANCE).

Consideration of this ordinance was deferred until the Public Meeting of the President and Board of Trustees of September 23, 1974.

CONSIDERATION OF AN ORDINANCE ESTABLISHING WEIGHT LIMITS ON CERTAIN VILLAGE STREETS AMENDING ARTICLE II, CHAPTER 14, OF THE VILLAGE CODE.

The Village President read aloud Section 1 of the proposed ordinance. The Village Manager explained trucks are to use Main Street as the route to Lageschulte Street.

MOTION: Trustee Shultz moved to adopt Ordinance No. 1322 establishing weight limits on certain village streets, amending Article 2, Chapter 14 of the Village Code; second, Trustee Schwemm. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Wyatt, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. The President declared the motion carried and the ordinance adopted.

CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 14 OF THE VILLAGE CODE AND DESIGNATING THE USE OF CURB MARKINGS TO DELINEATE 24-HOUR-PER-DAY "NO PARKING".

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## ORDINANCES AND RESOLUTIONS, (continued)

MOTION: Trustee Capulli moved to adopt Ordinance No. 1323 amending Chapter 14 of the Village Code designating the use of curb markings to delineate 24-hour-per-day "NO PARKING"; second, Trustee Schwemm. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Wyatt, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. The President declared the motion carried and the ordinance adopted.

CONSIDERATION OF AN ORDINANCE AMENDING THE VILLAGE CODE, CHAPTER 3, (LIOUOR LICENSES).

MOTION: Trustee Shultz moved to adopt Ordinance No. 1324 amending the Village Code, Chapter 3, limiting the number of package liquor licenses; second, Trustee Sass, Jr. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Wyatt, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. The President declared the motion carried and the ordinance adopted.

President Voss declared a recess. The meeting convened with the Village Attorney explaining a problem with the Special Tax District Tax Levy to the President and Board of Trustees.

The Village Attorney explained that the Cook County Deputy Clerk would not accept the proposed tax levy even though it had been accepted by the Lake County Clerk.

MOTION: Trustee Wyatt moved to adopt Resolution No. 398 authorizing the Village Attorney to proceed with necessary legal procedures; second, Trustee Shultz. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Wyatt, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. The President declared the motion carried.

The Village Attorney presented an ordinance amending Ordinance No. 1316 relative to the Special Service Area which specifies a levy of \$3,000.00.

MOTION: Trustee Pierson moved to adopt Ordinance No. 1325 re: Special Service Area amending Ordinance No. 1316; second, Trustee Capulli. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Wyatt, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. The President declared the motion carried and the ordinance adopted.

## LIST OF BILLS

Payment was approved from funds indicated. MOTION: Trustee Wyatt moved to approve payment from funds indicated; second, Trustee Pierson. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Wyatt, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. The President declared the motion carried.

# ADJOURNMENT

Meeting was adjourned at 8:55 o'clock p.m.

MOTION: Trustee Capulli; second, Trustee Shultz. Trustee Capulli, aye; Trustee Shultz, aye; Trustee Wyatt, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. The President declared the motion carried.

Karol S. Hartmann

Village Clerk

THESE MINUTES NOT OFFICIAL UNTIL APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES; CHECK FOR CHANGES.

The meeting was called to order by President Voss at 8:01 o'clock p.m. Present were: Trustee Wyatt, Trustee Schwemm, Trustee Pierson and Trustee Sass, Jr. Also present: Village Manager, Dean H. Maiben; Deputy Village Clerk, Doris L. Belz; Dr. Hjalmar Sundin of Baxter and Woodman, Inc; Mr. William Miller, Citizens for Conservation; Mr. James Stewart representing Basic Engineering, Inc.

The Village President explained the need to find alternatives to the problem of rising costs of landfill. The Village Manager explained the principle of incineration, the possibility of additional traffic resulting from this process, and the feasibility of financing which must incorporate funding from the Environmental Protection Agency. Residents in the audience listed their concerns as follows:

1) Depreciation of property values; 2) additional traffic noise and congestion; 3) safety of children threatened by additional traffic. The residents of North Raymond and North Hager Streets are opposed to the construction of an incinerator at the proposed site, construction of a storage facility at the site, and expressed concern that the federal control would supersede village control of the incineration process and regulations. Mrs. Johnson, 843 Skyline Drive, presented a petition opposing the construction of the incinerator. Mr. John Ebel, 212 North Hager Avenue, also presented a petition opposing the incinerator.

Trustee Pierson quoted from the "WASTE SYSTEMS DIGEST" and the N.C.R.R. Bulletin, explaining that research was being conducted at the present time and that present plants may become outmoded in the near future. Trustee Pierson requested additional study of this particular alternative to using landfill for refuse and inquired if the proposed incinerator is expandable to recycling.

The Village Manager explained that recycling has limited markets, and due to price fluctuations, storage facilities would be required with an incinerator at the end of the process.

The following residents expressed their opposition to the proposed construction of the incinerator at the site of the Water Reclamation Plant: Mr. and Mrs. John Ebel, 212 North Hager Avenue; Mr. Dan Capulli, 231 North Hager Avenue; Mrs. Carol Bridges, 242 North Hager Avenue; Mrs. Margaret Di Lullo, 218 North Raymond Avenue; Mr. Carl Reed, 232 North Hager Avenue; Mr. M. Mayer, 143 North Hager Avenue; Mr. H. Martin, 153 North Raymond Avenue.

The meeting was adjourned at 9:15 o'clock p.m.

(Signed) Paral S. Hartmann

Karol S. Hartmann

Village Clerk

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## VILLAGE OF BARRINGTON

## PLAN COMMISSION

March 23, 1972

President and Board of Trustees Village of Barrington

Re: Petition of M. June Hoffman

# Gentlemen:

On March 22, 1972 the Plan Commission conducted a public hearing on the petition of Mrs. Hoffman to rezone the premises at 145 West Main Street and 142 West Station Street to B-1, Limited Retail Business District. No one was present at the hearing representing the petitioner, and only one interested citizen appeared. No objection was expressed to the petition. However, the Plan Commission by a 5-0 vote recommends that the lot fronting on Main Street be rezoned from R-10. Multiple Family Dwelling District to B-1, Limited Retail Business District, and that the lot fronting on Station Street remain in its present zoning classification as R-9.

The Plan Commission further recommends that petitioner seek a variation for the Station Street lot so as to permit parking on the premises, which is presently prohibited by Section 6.06 b.

The Commission also recommends that when petitioner develops the property for business purposes, that the driveway to Main Street be used only as an entrance drive to the property, and that no exiting traffic be permitted onto Main Street.

> Barrington Plan Commission Cauxense B. Wattack/ff

Lawrence P. Hartlaub Chairman

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Parking plan schum Noless 25 spaas VIV

STENOGRAPHIC REPORT of the proceedings had at a public hearing held before the Plan Commission of the Village of Barrington, in the Village Council Chambers, on March 22, 1972 at 8:00 P.M., pursuant to public notice.

PRESENT:

Mr. L. P. Hartlaub, Chairman

Mr. Burnell Woller

Mr. Neal R. Willen

Mr. Frank Schneider

Mr. Douglas J. Millin

MR. HARTLAUB: The meeting will come to order. This is a hearing of the Barrington plan commission on the petition of M. June Hoffman. which has been published in accordance with the legal regulations, and which requests rezoning of two parcels of property to a B-1. limited retail business district. Parcel number one is the present site of the Barrington Rest Home on West Main Street, and parcel number two is a let immediately south of it along Station Street, but which is only 58.25' compared to the 100' which the rest home takes up. Petitioners request is that the property be changed so that it can be used for such purposes as retail shops, professional and business offices or a restaurant. Examples being offices for dentists, architects, insurance, lawyers and dress shops, knit shops, gift shops, etc. Petition is in order. However, for the record we note that no one is present representing the petitioner. and other than the official board only one interested citizen is in attendance. The petition would appear to be in order so far as I can see insofar as the property along Main Street. I call attention to the fact the parcel which is along West Station Street is part of a line of lots which are zoned R-9, two family, and it would appear to me to be spot zoning to do anything with that let. I see no objection to rezoning Main Street lot to B-1, but I have strong objections to rezoning the one along Station Street. (Members examine plat of survey.) MR. BLANKE: I remember Henry Sass, Sr. - Henry Sass sold his portion or deeded it someway to the rest home for parking spaces for the nurses. MR. HARTLAUB: Was the Henry Sass preparty to the rest home on Station Street? MR. BLANKE: Yes. It would be for parking only. MR. WILLEN: Nothing in there to indicate parking facilities for the building? MR. HARTLAUB: No indication as to the reason the lot on Station Street is included in here. There is currently a two-story frame house on it, and a frame garage. MR. WILLEN: Do you know if the petitioner intends to separate this? MR. HARTLAUB: There is no infermation other than what I read, which was in the petition. MR. WOLLAR: For purposes of parking, why could not the Zening stay as it is and the house be torn down and parking still be allowed? MR. SCHNEIDER: What you are suggesting is tear down the house and make it a parking let. She could go in sometime to ask for a permit

te put a drive through there plus parking spaces.

MR. HARTLAUB: I concur 190%, and I think what we should consider is that granting petitioners request insofar as the portion of this property which fronts on Main Street, that is changing from its present R-10 to a B-1 business district, and recommending that the let on Station Street not be changed, but that permission be granted to use it for parking only. (Members of the commission refer to pages 38 and 41 b of the zening ordinance.) MR. HARTLAUB: Then I think what we should recommend is petitioner seek a variation on this section to permit parking --MR. WOLLAR: I'll buy that. MR. HARTLAUB: May I suggest this kind of a metion? Motion that petitioners request for rezoning from R-10 to B-1, limited business district, be approved only insofar as the let fronting on Main Street is concerned, and that the present zening be retained for the let fronting on Station Street. Hewever, we recommend that petitioner seek a variation from Section 6.06 b of the zoning ordinance to permit the Station Street let to be used for parking purposes. MR. WOLLAR: I would like to recommend as part of the letter that be one way entering on Main, and exiting on Station. MR. BLANKE: Some years ago when this matter came up, the concern was some people might be inclined to use this area for a drive through. MR. HARTLAUB: Would we want to insist that all customers and employees of this location have to enter off Main Street? MR. WILLEN: You could have two way from the back. MR. MILLIN: If you look at the map and consider when Garfield is extended, or cut through, that drive will be awful close to the corner of Garfield and Station. MH. HARTLAUB: In the letter then why den't we include a recommendation that in working out details for a traffic flow on the property, that access only from Main Street be permitted, that it not be used as an exit, that the entire exit take place on Station Street? MR. WILLEN: I make that metion. MR. WOLLAR: Second. (Veting: 5-0 in favor.)

MR. HARTLAUB: Unanimous decision. Meeting adjourned.

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EXCLUSIVE RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL REFUSE COLLECTION

AND DISPOSAL SERVICE CONTRACT BETWEEN THE VILLAGE OF

BARRINGTON AND BROWNING-FERRIS INDUSTRIES OF ILLINOIS, INC.

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THIS CONTRACT MADE AND ENTERED INTO THIS <u>lst</u> DAY OF AUGUST, 1974, BY AND BETWEEN BROWNING-FERRIS INDUSTRIES OF ILLINOIS, INC., HEREINAFTER REFERRED TO AS THE "CONTRACTOR" AND THE VILLAGE OF BARRINGTON, AN ILLINOIS MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS THE "VILLAGE":

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, WITNESSETH THAT THE CONTRACTOR AGREES TO REMOVE RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL TRASH AND REFUSE, AND THE VILLAGE AGREES TO PAY FOR THE SAME AS HEREINAFTER PROVIDED:

## I. RESIDENTIAL TRASH AND REFUSE REMOVAL SERVICE

- A. Residential trash and refuse to be removed. All waste from preparation, cooking and use of foods, all tin cans, glass, bottles, metalware, paper, paper boxes, rags, excelsior, wood crates, furniture, toys, grass clippings and yard trash or other material, except for liquid waste and toxic or poisonous material (provided that all of the foregoing are placed in covered containers not in excess of twenty (20) gallons subject to the terms outlined in Section I, paragraph E). All of the above may hereinafter be referred to as "residential trash and refuse" and shall be collected and removed by Contractor from every residential unit in the Village twice weekly on a schedule to be provided to the Village by Contractor (which shall be subject to acceptance by the Village), except as provided in paragraph E.
- B. Each residential unit shall be limited to two (2) twenty (20) gallon containers of such residential trash and refuse to be placed outside on the ground level near rear entrances to residence. Each container shall be of standard waterproof construction, with handles and tight-fitting covers or properly closed disposable plastic or paper bags. The type of bags that are acceptable for this use shall be prescribed by the Village Manager.
- C. Multi-family units shall receive the same service and be charged the same prices as single family units with the exception of commercial containerized service when requested by the residents. In these instances, the commercial contract container price shall prevail for the service selected.

- D. Fox Point Service. The Contractor will provide specialized refuse service hereinafter known as "Waste Aid System" in the Fox Point Subdivision for members of the Home Owners' Association for the term of this Contract. This service will consist of a plastic, wheeled container of 82 gallon capacity to be furnished by Contractor and wheeled to and from curb by the resident on designated pickup days. All applicable terms of the Village Contract shall apply to this service as well as the following specific terms:
  - The charge for this service shall be the same as regular rear door service as provided in subparagraphs A and B of this paragraph I.
  - Once implemented, the Waste Aid System shall remain in effect until terminated by mutual consent of Contractor and Village, or this Contract expires, unless sooner modified.
  - 3. The Contractor will supply and maintain at no charge, all Waste Aid containers with the exception of damage by fire or accident which shall be the responsibility of the person served. Lost covers shall be the responsibility of the resident, but will be made readily available at nominal cost by Contractor. Browning-Ferris Industries of Illinois, Inc., shall be responsible for all loss or damage caused by its employees. It is understood that all containers remain the property of Browning-Ferris Industries of Illinois, Inc., and that in the case of Waste Aid System termination, all containers will be returned to the Contractor.
  - 4. Waste Aid Containers shall be wheeled to and from the curb by the resident. It is the intention of this Agreement to provide only one type of service in the Fox Point Subdivision, but in cases of hardship, and as mutually agreed upon by the Village Manager and Browning-Ferris Industries of Illinois, Inc., the regular two can, backdoor service shall be made available.
  - All Waste Aid Containers shall be delivered to the resident by the Contractor with written instructions for the new type of service.
- E. Curb service, once per week.
  - Where the occupants of any residential unit do not require twice-aweek service, as aforesaid, they may elect to use plastic refuse bags which meet Village specification and which are identified as

official Browning-Ferris bags. Bags may contain normal residential refuse as defined in paragraph IA hereof and shall be picked up by Contractor at the curb once per week on the second regular pickup day of each week for the applicable neighborhood. Bags may be purchased at Browning-Ferris' office or at Village Hall. Customers using such bags must notify the Village by formal application to be removed from normal service billing records. Residents may not select changes of service more frequently than each 90 days. It is not intended to provide curb service refuse removal in the Village of Barrington for a substantial percentage of residents, but rather to provide a minimal refuse removal service at low cost for those residents who have no need for normal contract volume. If in the event a substantial percentage of Barrington residents request curb service, the Village Manager will make every effort to maintain a minimal amount of curb service.

2. Additional trash and refuse to be removed at the curb. In addition to the residential trash and refuse otherwise referred to in this Agreement, Contractor will collect and remove once monthly, on such day as designated by Contractor after consultation with the Village Manager, from every residential unit in the Village receiving twice-weekly service, the following additional trash and refuse (hereinafter sometimes referred to as "additional trash and refuse"), if placed near the curb in front of the building containing such residential unit:

ashes other toys

crates cartons

wrapping materials

furniture appliances

bicycles other household trash

sleds

cans

Newspapers and magazines when neatly and securely bound in bundles or in boxes of a size which can be conveniently handled. Contractor will provide separate residential newspaper collection from the curbside and disposal to a pre-determined site within the Barrington city limits

boxes

cloth materials

acceptable to the Village Manager. Costs will be determined by truck hours required or as per the June 17, 1974, bid specifications subject to approved escalator clauses.

Yard refuse materials (including grass clippings, weeds, bushes, brush clippings, branch clippings, and similar materials) if such yard refuse materials are securely bound in bundles or placed in containers not exceeding four (4) feet in length.

Such additional trash and refuse to be collected and removed will not include earth, sod, rocks, concrete and building materials. However, this does not exclude small amounts of earth and sod when placed in cans and not exceeding twenty-five percent (25%) of the capacity of the can. Building materials resulting from "do it yourself" projects not exceeding one cubic yard in capacity will be collected when placed at the curb in a neat and orderly manner.

## II. COMMERCIAL AND INDUSTRIAL REMOVAL AND DISPOSAL OF REFUSE

### A. Containers

- The Contractor will provide commercial refuse containers that are compatible with a truck pickup system to all commercial and industrial establishments, building contractors and other contractors where it is desirous to use this service.
- 2. All containers are to be painted annually with no rust spots showing in earth hues selected by the Village Manager. Color selection will be limited to red, blue, brown and green.
- B. Contractor shall remove and shall have the exclusive right to haul construction debris and all refuse materials from commercial, industrial, institutional establishments and apartment buildings as follows:

All refuse materials of any kind collected at such establishments, except for liquid waste and toxic or poisonous materials.

## III. CHARGES FOR COLLECTION AND DISPOSAL SERVICE

## A. ·Residential

 The Village shall pay the Contractor once monthly, on or before the tenth day of the month next succeeding the month during which service is rendered, at the following rates, subject to adjustment. 679 7.15

- a. \$6.35 per month per residence for twice-a-week service.
- b. \$6.35 per month per residence for Waste Aid System wheel-out service twice per week.
- c. Plastic refuse bags for metered bag service will be inventoried by Contractor and made available to residents directly and to the Village for resale to residents as long as they are reasonably available throughout the term of this contract under the following terms: total metered bag price charged to the purchaser will reflect the cost of service, the cost of bags as incurred by the Contractor when purchasing lots of 10,000 or more quantities from reputable and reasonable suppliers, plus ten percent (10%) of cost for handling charges, which would include both interest and storage costs. The cost of service included in the bag price will be adjusted from time to time as necessary and be based on seventy-five percent (75%) of the cost per gallon of the prevailing backdoor, twice a week residential refuse contract.
- 2. The number of residential units for which the Village is liable to Contractor initially shall be based on the utility records of the Village subject to the confirmation of actual count by the Contractor, and shall be adjusted as of the first days of January, April, July and October, based upon any increase or decrease in the number of residential units served during the immediately preceding quarter, as shown by the records of the Village. Said adjustment shall be computed within thirty (30) days following the close of said preceding quarter.
- B. Industrial and Commercial
  - 1. The Contractor will bill commercial container users directly and not enter those charges on any invoice to the Village. Container service rates per month for commercial service will be:

Container Si	ze					
Cubic Yard		Frequen	cy of pic	k ups per	r week	
	1	2	3	4	5	6
1	19.80	39.26	58.89	78.52	98.15	117.78
2	25.55	49.06	72.57	96.07	116.75	143.10
4	31.09	59.22	87.37	115.51	143.66	171.80
6	44.44	79.19	125.14	165.48	205.83	246.17

Prices subject to adjustment as hereinafter provided in Section III, paragraph F of this Agreement.

- 2. For pickup from the commercial trash barrels or containers, removal and disposal of other bulk and materials, rates shall be comparable to prevailing contract commercial containerized rates, adjusted to reflect volume, compaction, frequency and container costs.
- 3. The Village will not pay the Contractor for commercial, industrial and institutional establishment, and the Contractor shall be responsible for billing to and collecting such accounts from the owners or occupants of such buildings as stated in paragraph IIIB with the exception of non-containerized multi-family dwelling units which will be billed by the Village and paid to the Contractor by the Village.
- C. Service to Churches and Village facilities.
  - 1. The Contractor will provide twenty (20) sidewalk trash receptacles as outlined in the June 17, 1974, bid specifications or as approved by the Village Manager as well as necessary collection service of these receptacles in the Village Center at no charge. Contractor shall provide necessary commercial service to North Park as required without charge.
  - Contractor will furnish disposal services for all churches within the Village and all Village-owned buildings within the Village without compensation twice per week.
- D. In the event that the Village shall fail to remit to the Contractor payment which shall become due pursuant to this Agreement and such failure shall continue for more than thirty (30) days after Contractor has given written notice to the Village, then the Contractor may, at its option, declare this Agreement null and void, without relieving the Village of obligation to pay all amounts due to Contractor prior to such election to declare this Agreement null and void.
- E. Adjustment of compensation. The compensation payable to the Contractor by the Village and by others shall be adjusted annually. In the event that during the existence of this refuse collection and disposal Agreement the Contractor is required to increase or decrease the wages paid to his employees performing the labor of trash and refuse removal

Service within the Village, the compensation to be paid to Browning-Ferris shall be increased or decreased by the same percentage as the percentage increase or decrease in said wages. However, effective August 1, 1976, until the expiration of this refuse contract, the wage compensation increase to be paid to Contractor shall be limited to equal percentage increases for the first ten percent (10%) of said wage increase and 75% compensation of all applicable wage increase costs thereafter. This increase or decrease in compensation shall be effective on the same day as said union increase or decrease. The Contractor shall provide proof to verify the increase provided for herein. Attached hereto and made a part of this Agreement is Exhibit A. Said Exhibit A sets forth the wages Contractor is presently required to pay employees performing the labor of trash and refuse removal within the Village.

## IV. CONTRACT PROVISIONS

#### A. Service

- 1. Contractor shall not begin any collection before 7:00 a.m.
- 2. At all times during the term of this contract, the Contractor shall have available a suitable means of disposing of the trash and refuse collected. Disposal methods and site shall be licensed and approved by the Illinois Environmental Protection Agency.
- 3. Contractor shall maintain an office and a "381" telephone exchange number for the receipt of service calls or complaints and shall have someone available to take such calls from Monday through Friday, except holidays, from 9:00 a.m. to 4:00 p.m. Contractor shall provide an office in the Village limits, the Contractor shall provide two-way FM radios in all vehicles to expedite handling complaints. Such system shall be approved by the Village Manager. All complaints shall be given prompt and courteous attention and the Contractor shall investigate any complaints of scheduled collections that were missed and if scheduled were missed by Contractor, the Contractor shall arrange for the pickup thereof within twenty-four (24) hours after the complaint is received. The Contractor shall appoint one supervisor to meet at least once daily with a representative of the Village to adjust complaints which may be received by the Village and to report action taken on previous complaints.

- 4. Any refuse or garbage spilled by the Contractor on the yard or street shall be picked up prior to leaving the site of collection. Personnel shall use walkways and shall avoid walking on lawns. No personnel shall cross through the rear yards from one residence to another, cross fences or shrubbery.
- 5. Contractor shall be responsible for any yard damage created by its employees. Containers shall be replaced to the same location as found after emptying and shall be replaced in the same condition with covers replaced on all containers.
- B. Employees of Contractor

The Contractor agrees to perform all services in a neat, orderly and efficient manner, to use due care and diligence in the performance of this contract and to provide neat, orderly and courteous employees and personnel. The Contractor agrees to prohibit the drinking of all alcoholic beverages by its drivers and members of the crew while on duty and in the course of performance of their duties under this Contract. The Contractor shall not allow any driver or crew member to be working while intoxicated.

- C. Equipment
  - 1. The Contractor shall exclusively use enclosed, leakproof, packertight disposal truck bodies for all service involving food waste.
    Contractor shall not allow litter or trash to scatter or be spread as the result of Contractor's service provided within the Village
  - 2. All equipment shall be painted with no rust showing on cab, chassis or body. Vehicle equipment is to be fully equipped with original equipment to meet federal, state and local laws. Any cab, chassis or packer body in excess of three (3) years of age may be inspected by a representative of the Village Manager and trucks not approved shall not be used in the Village of Barrington. No advertising signs shall be displayed on packer body except the name, address and phone number of Contractor. The Contractor shall provide the Village Manager with a list of all equipment to be used. Trucks shall be identified by number which is painted on the truck, by make, by year of cab, chassis and body, and by make of body.

D. Bond

A performance bond with corporate surety, approved by the Village, shall be provided to the Village guaranteeing that all provisions of this Contract shall be met by the Contractor. The bond shall be in the amount of \$28,000.

1. Failure to perform within two (2) days.

In the event the Contractor in any way shall fail to collect and/or dispose of the garbage and all materials required of it herein within two (2) working days of the scheduled pick up date, the Village may at its discretion reduce by 50% the revenue paid to the Contractor by the Village for that scheduled collection. If accumulated refuse caused by said delay is not picked up by the Contractor, a 100% reduction of revenue for that scheduled collection will apply.

The revenue reduction clause applies to the above paragraph only.

2. Failure to perform within seven (7) days.

In the event that the Contractor in any way shall fail to collect and/or dispose of the garbage and all materials as required of it herein for one full week:

- a. The Contractor shall give immediate notice to the Village of such failure in writing stating therein the reasons for such failure.
- b. The Village may then proceed with such work itself or cause such work to be undertaken by a third party and the Village shall have the right to bill the Contractor for all costs incurred providing the Contractor is paid the normal revenue for said scheduled pick ups.
- c. Wherefore the Contractor shall pay such costs to the Village or shall allow the Village to deduct such costs from any payment to the Contractor for past services rendered which may be due and owing.
- 3. Failure to perform within sixteen (16) days.

In the event that any failure or alleged failure on the part of the Contractor to substantially collect the material herein provided to be collected and disposed of by the Contractor shall continue for a period of more than fifteen (15) days, and provided such failure shall not be due to strikes, catastrophe, act of God or other causes beyond

the Contractor's reasonable control, then the Village, at its option may continue to proceed according to the steps set forth in Section IV, paragraph D, subparagraph 2a and b hereinabove; and the parties shall immediately proceed to refer whatever issues exist to arbitration, an arbitrator to be appointed by the Village and to be appointed by the Contractor and a third to be selected by the two arbitrators so designated. If earnest and bona fide effort at arbitration fails to resolve said issue, then after a period of fifteen (15) days subsequent to the date either party shall have first appointed its arbitrator and shall have so notified the other party, or upon the expiration of any extension of said fifteen (15) days which shall be mutually agreed to, either party hereto may proceed to legal determination of said issue, including determination as to breach of contract, termination of contract and loss, damages or other rights or remedies to which such party may be legally entitled.

E. Liability Insurance Protection

The Contractor shall provide Workmen's Compensation insurance coverage pursuant to Illinois law. The Contractor shall carry public liability insurance protecting the Contractor and Village with limits of not less than \$300,000 per person and \$500,000 for any one occurrence, and the Contractor shall carry property damage insurance protecting the Contractor and the Village with limits of not less than \$50,000 for each occurrence; such insurance will protect Contractor and the Village from any liability, loss or damage, or any claims of such liability, loss or damage resulting or claimed to have resulted as a result of operations of Contractor pursuant to this Agreement. Said insurance shall be secured from a responsible company acceptable to the Village, and Certificates of Insurance shall be furnished to the Village by the Contractor prior to entering into the performance of this Contract. In addition, Contractor agrees to and shall hold the Village harmless as to any liability or claims of liability arising under or pursuant to this agreement.

F. Compliance with Authority

The Contractor agrees to comply at all times with all proper laws, ordinances and regulations of the State of Illinois, the Counties of Cook or Lake (as may be applicable) and the Village of Barrington which

are applicable to the Contractor's work under this Contract. However, the Village shall not charge the Contractor for any scavenger licenses which the Village ordinance may require that Contractor secure.

G. Terr

The effective date of this contract shall be August 1, 1974, and the Contractor shall begin work pursuant to this Contract on said date and this Contract shall terminate on July 31, 1979.

H. Assignment

The Contractor shall not assign this Contract or sublet the work of any part thereof.

- I. It is specifically understood and agreed that the Contractor is an independent Contractor and neither the Contractor nor the Contractor's employees are employees or servants of the Village.
- J. Penalty

Notice of cost incurred by the Village to do work specified in the Contract such as replacing container lids, yard cleanup, replacing fences or re-establishment of the yard or picking up missed service will be sent to the Contractor. Those costs, if any, shall be deducted from the quarterly billing of the Contractor. Notice of such costs shall be approved by the Village Manager. Whenever possible, Contractor shall have first option to perform such services within six (6) business hours after verbal (including telephone) notice from the Village.

K. Appeal

The Contractor may appeal any decision of the Village Manager for penalty charges or for forfeiture under Contract default to the President and Village Board.

L. Notice

Any notice required or desired to be given shall be in writing, by registered or certified mail. All notices to the Contractor shall be sent to the following address:

Browning-Ferris Industries
541 North Hough Street
Barrington, Illinois 60010

All notices to the Village shall be sent to:

206 South Hough Street

Barrington, Illinois 60010

Either party may, by notice to the other party, change the address herein provided for the delivering of notices to such party giving notice.

IN WITNESS WHEREOF the Contractor has executed this Agreement pursuant to authority of its Board of Directors and the VIllage has caused the same to be executed in its name by its Manager and the Village seal to be hereunto affixed pursuant to the direction of the Corporate Authorities, all as of the day and date first above written.

ATTESTED:	BROWNING-FERRIS INDUSTRIES OF ILLINOIS, INC.
ATTESTED:	VILLAGE OF BARRINGTON

JFW

F. J. Voss President

Lawrence P. Hartlaub

Chairman

Burnell Wollar

Secretary

Plan Commission



Members

Neal R. Willen
Stanley Koenig
Robert Lindrooth
Robert Woodsome

# Village of Barrington

206 South Hough Street Barrington, Illinois

September 11, 1974

President,
Board of Trustees,
Village of Barrington, Illinois

Subject: Proposed Annexation and Rezoning of Approximately 5 acres on Hillside Ave., requested by Louis Werd. ( Docket #PC 12-74 N-13 )

Gentlemen:

After due notice by publication the Planning Commission of Barrington on July 10, 1974 held a public hearing on the above subject. The hearing was continued until August 7, 1974 and continued again until September 11, 1974 at which time it was brought to a conclusion by the following motion:

Motion made by Robert Miller. 2nd by Robert Lindrooth.

" Be it moved that petitioners request by revised petition for a residential planned unit development on approximately 5.2 acres, as presented, be <u>denied</u>."

3 yea ---- 1 abstention

The Plan Commission after listening to the evidence presented by the petitioner and other interested parties took under consideration the Director of Developments remarks about the development and the neighborhood considerations of the Barrington Comprehensive Plan.

It was felt by the Commissioners that there was too great a variation between petitioners original petition on density as compared to the comprehensive plan. Petitioner was therefore requested to return on August 7, 1974 with a revised plan.

On August 7, 1974 petitioner presented a new plan with a reduced density to 16 units but by asking for 4 units with 3 bedrooms and 12 with 4 bedrooms 68.8 P.E. units would be consumed requiring 32.4 more than recommended by the Director of Development. Again the Commissioners asked the petitioner to return at a continued hearing on September 11, 1974 with another plan with a request that they have no more than 15 units and no 4 bedroom homes.

On September 11, 1974 petitioner saw fit to re-present his August 7, 1974 plan with no reduction in density or 4 bedroom units.

Ave.,

F. J. Voss

President

Lawrence P. Hartlaub

Chairman

Burnell Wollar

Secretary

Plan Commission

P P

Members

Neal R. Willen Stanley Koenig Robert Lindrooth Robert Woodsome

# Village of Barrington

206 South Hough Street Barrington, Illinois

Page Two

President, Board of Trustees, Village of Barrington, Illinois Docket #PC 12-74 N-13

September 11, 1974

Petitioner in his presentation attempted to meet the requirements of the PUD ordinance to the satisfaction of the Plan Commission and to the Commissioners view met most of the requirements. Mr. Werd additionally was commended for his fine work in the area. However because of the reluctance to reduce density to 15 units and reduce the number of 4 bedroom units to come more in line with the available P.E. units for the property the Commissioners felt it right to recommend denying petitioners request.

Members present: Wollar - Acting Chairman Koenig, Miller, Lindrooth, Woodsome.

Respectfully submitted,

Barrington Plan Commission,

Burnell J. Wollar, Secretary.

STENOGRAPHIC REPORT of the proceedings had at a public hearing held before the Plan Commission of the Village of Barrington in the Council Chambers on Wednesday, July 10, 1974.

### PRESENT:

Mr. Lawrence Hartlaub, Chairman

Mr. Robert Miller

Mr. Burnell Wollar

Mr. Robert Woodsome

Mr. Hartlaub called the meeting to order at 7:50 P.M. in a public meeting of the Plan Commission held pursuant to public notice on presentation of petitioner, Louis Werd, requests the Village of Barrington, upon annexation of the tract (approximately five acres bounded on the South by Hillside Avenue, on the North by the South boundary of the Fox Point Subdivision and on the East by the Mandemach property) to the Village, to classify the tract for a special use as a residential planned development within an R-8, One Family Dwelling District.

Mr. Louis Werd is sworn in.

Mr. Tom Hayward, attorney, explains the surrounding area (location map) to the subject property. The property consists of approximately 5.2 acres and is presently zoned at one unit to the acre.

Mr. Werd, custom home builder, is the owner of the property since 1968. He explains the Plat of Survey. The property is heavily wooded. He proposes four units per acre, twenty-one total units. Gas or electric type lighting will be used. The price range will be around \$80,000, possibly \$90,000. There will be an asphalt private street. These will be colonial fashion homes. The Plan has been discussed with the four surrounding homeowner associations and the Village staff.

Mr. Hayward states these are deeded out lots. Maintenance for the area to be paid for by the homeowners. 65% in open area, 18% roads and drives and 17% structural coverage. He feels the development will be an asset to the area. The parking is well within the guidelines of the Zoning Ordinance. Heavy landscaping will be used to the west. He does not think that two units per acre is feasible with today's prices. Three units to be built first on a speculation basis.

Mr. Miller asks what is the average size per lot.

Mr. Hayward replies the lot sizes vary but adequate land goes with each unit. Approximately twenty-one units divided by 5.2 acres.

Mr. Hartlaub mentions a letter from Fox Point Homeowners dated May 22, 1974 to Mr. Werd to request that the property not be developed on a density of two units per acre. They suggest nine homes.

Mr. Wollar compliments Mr. Hayward on a fine presentation.

Mr. Hartlaub states he likes the general layout but must take into consideration the adjoining parcels of land. He feels three units per acre would be better. He feels it should be R-6.

Mr. Hayward says he would be willing to go to R-6 with three units per acre. The structural coverage would be increased.

Mr. Hartlaub states the hearing will be continued on August 7, 1974 at 7:30 P.M. for the presentation of a new Plat Layout.

Meeting adjourned at 8:45 P.M.

STENOGRAPHIC REPORT of the proceedings had at a public hearing held before the Plan Commission of the Village of Barrington in the Public Safety Building on Wednesday, August 7, 1974.

### PRESENT:

Mr. Lawrence Hartlaub, Chairman

Mr. Stanley Koenig

Mr. Robert Lindrooth

Mr. Robert Miller

Mr. Burnell Wollar

Mr. Robert Woodsome

Mr. Hartlaub called the meeting to order at 7:55 P.M. in a public meeting of the Plan Commission continued from July 10, 1974, on presentation of petitioner, Louis Werd, originally requested the Village of Barrington, upon annexation of the tract (approximately five acres bounded on the South by Hillside Avenue, on the North by the South boundary of the Fox Point Subdivision and on the East by the Mandemach property) to the Village, to classify the tract for a special use as a residential planned development within an R-8, One Family Dwelling District.

Mr. Hartlaub said he reviewed the new layout and Plat which reduced the new layout to R-6. The new Plat was submitted with a revised memo from Ms. Grubb. The major change is in the size of the units, original plan all two or three bedroom units, present plan three and four bedroom units. Number of proposed housing units is sixteen.

Mr. Wollar feels there is still a density problem. Density is referring to both buildings and population. He thinks there should be no more than 15 units and the number of four bedroom units should be reduced.

Messrs. Lindrooth and Woodsome agree with Mr. Wollar.

Mr. Hartlaub asks what is the feeling of the four bedroom units.

Mr. Miller says he feels the increase is a little too heavy.

Mr. Wollar states the petitioner should try to stay close to the 36.4 P.E.

Mr. Hayward, attorney, asks if the Plan Commission thinks the hearing should be continued.

Mr. Wollar moved and Mr. Lindrooth seconded the following motion:

This hearing be continued to September 11, 1974 at 7:30 P.M. for

a revised presentation.

6 AYES - Messrs. Hartlaub, Koenig, Lindrooth, Miller, Wollar and Woodsome.

O NAYES.

Meeting adjourned at 8:00 P.M.

STENOGRAPHIC REPORT of the proceedings had at a public hearing held before the Plan Commission of the Village of Barrington in the Council Chambers on Wednesday, September 11, 1974.

### PRESENT:

Mr. Burnell Wollar, Chairman

Mr. Stanley Koenig

Mr. Robert Lindrooth

Mr. Robert Miller

Mr. Robert Woodsome

Mr. Wollar called the meeting to order at 7:40 P.M. in a public meeting of the Plan Commission continued from August 7, 1974, on presentation of petitioner, Louis Werd, originally requested the Village of Barrington, upon annexation of the tract (approximately five acres bounded on the south by Hillside Avenue, on the north by the south boundary of the Fox Point Subdivision and on the east by the Mandemach property) to the Village, to classify the tract for a Special Use as a residential planned development within an R-8 and changing his request which reduced the new layout to R-6.

Mr. Tom Hayward, attorney, briefly reviewed the plan and points out the surrounding areas on a map. He states the original plan requested six units per acre and the present proposal is for three units per acre, 4 three bedroom and 12 four bedroom.

Mr. Wollar said he believes the number of four bedroom units were going to be reduced. He says 36 P.E. units are allowed and Mr. Werd is asking for 69 P.E. units.

Mr. Koenig asks why do you want more density than Fox Point.

Mr. Werd replies the property is long and narrow and has to act as a buffer.

Mr. J. Perille reads a letter to the Plan Commission dated September 6, 1974 from George Foreman, President of Fox Point Homeowners Association, which compares density of Fox Point to the subject property.

Mr. Jack Semple feels two units per acre should be the limit.

Mr. Bob Steinmetz asks what the difference is between R-6 and R-7 zoning.

Mr. Wollar replies R-6 would allow three units and R-7 would allow four units.

Mr. Jim Lebinsky asks if the proposals generally come in with a greater density than they end up with.

Mr. Wollar replies at a hearing the Plan Commission decides the proper zoning for the property as to the highest and best use.

Mr. Ted Himes states this development will create future problems for schools, etc. and feels the proposal should be denied.

Mr. Frank Demerald asks if the Mandemach property can be rezoned.

Mr. Wollar replies "yes".

Mr. Woodsome asks if all the units would be three and four bedroom. The drawings seemed to show two and three bedroom units.

Mr. Hayward replied there were typographical errors on the plan and all units would have either three or four bedrooms.

Mr. Miller says he thinks twelve four-bedroom units in that area are too many.

Mr. Lindrooth says he thinks density is a factor but he feels the sewer problem comes first. He is against the proposal on the sewer basis.

Mr. Koenig says he sees a 60% increase over the recommended plan of the Village as a guideline. He doesn't see any advantage to the Village or the nearby residents. He feels the density is still too great.

Mr. Wollar believes the eleven points have been adequately covered. He still feels the P.E. units are too high.

Mr. Miller moved and Mr. Lindrooth seconded the following motion:

Petitioner's request be denied based on his revised petition for a Planned Unit Development covering sixteen total units of which four are three bedroom and twelve are four bedroom.

3 AYES - Messrs. Koenig, Lindrooth and Miller.

2 ABSTAINED - Messrs. Wollar and Woodsome.

O NAYES.

Meeting adjourned at 9:00 P.M.

REPLACES OLD FORMS 14 AND 14B)

October, 1968

# RESIDENCE LEASE

DATE OF LEASE	TERM OF	FLEASE	RENT	SECURITY DEPOSIT*
	BEGINNING	ENDING	\$256.00 per	1 1
	September 14,	September 13,		1/1/
ember 14,	1974	1975	month	1.0/

Village of Barrington, a municipal NAME

c/o William Braithwaite 69 W.Washington St., Chicago 60602 ADDRESS

As described in Exhibit A hereto (also known as 130 Wood St., Barrington, Illinois) AISES

Barrington, Illinois

LESSOR First National Bank and Trust Company of Barrington, not individually but as Trustee under T/A dated 9/13/74 and known as Trust No. 880 Barrington, Illinois

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a private dwelling the house designated above (the "Premises"), together with the appurtenances thereto, for the above term.

RENT

1. Lessee shall pay Lessor as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Time of each such payment is of the essence of this agreement.

SECURITY DEPOSIT

MININTERNAL MARKEN MARK 

CONDITION IF PREMISES

3. Lessee acknowledges that the Premises are in good repair, except as herein otherwise specified, and that no representations as to the condition or repair thereof have been made by the Lessor, or Lessor's agent, prior to or at the execution of this lease, that are not herein expressed.

RI IR

The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the Premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the Premises shall be made or partitions erected, nor walls papered without the consent in writing of Lessor; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the Premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the Premises in the same condition as when he entered therein, reasonable wear and loss by fire excepted, and the expense of such repairs shall be included within the terms of this lease and any judgment by confession entered therefor. any judgment by confession entered therefor.

LIMITATION OF LIABILITY

The Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, washstand, water closet or waste pipe in, above, upon or about the Premises, nor for damage occasioned by water, snow or ice, being upon or coming through the roof, skylight, trap door or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

USE; SUBLET; ASSIGNMENT

Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, nor to be occupied, in whole or in part, by any other person, and will not sublet the same, or any part thereof, nor assign this lease, without in each case the Lessor's written consent had, and will not permit and transfer, by operation of law, of the interest in the Premises acquired through this lease; and will not permit the Premises to be used for unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood; will keep no dogs, cats or other animals or pets in or about the Premises; will not permit the Premises to remain vacant or unoccupied for more than ten consecutive days; and will not permit any alteration of or upon any part of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in said consent.

RIGHT TO LET

7. If Lessee shall abandon or vacate the Premises, the same shall be re-let by the Lessor for such rent, and upon such terms as Lessor may see fit; and if a sufficient sum shall not be thus realized, after paying the expenses of such re-letting and collecting, to satisfy the rent hereby reserved, the Lessee agrees to satisfy and pay all deficiency.

HOLDING OVER

formularization (b) creation of a month to month tenancy, upon the terms of this lease excepted by the formula of the complete икименькимикиреннымикимикимики, or (с) creation of a tenancy at sufferance, икиминики

is served then a tenancy at sufferance with remaining shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee.

FL/ MABLES

9. Naphtha, benzine, benzole, gasoline, benzine-varnish, gunpowder, fireworks, nitroglycerine, phosphorus, saltpeter, nitrate of soda, camphene, spirit-gas, or any flammable fluid or oil, shall not be allowed or used on the Premises without the written permission of the Lessor.

TAXES AND UTILITIES

10. Lessee shall pay (in addition to the rent above specified) all water taxes and all gas, electricity and power bills, levied or charged on or in respect of the Premises, for and during the term of this lease,

and in case no water taxes are levied specifically on or in respect of the Premises, to pay the part of all water taxes levied or charged on or in respect of the building of which the Premises constitutes a part; and in case said water taxes and gas, electricity and power bills shall not be paid when due, Lessor shall have the right to pay the same, which amount so paid, together with any sums paid by Lessor to keep the Premises and their appurtenances in good condition as hereinbefore specified, shall be due and payable with the next installment of rent due thereafter under this lease.

**COMPLIANCE** 

**DEFAULT** 

**CONFESSION** 

RENT AFTER NOTICE OR SUIT

FIRE AND **CASUALTY** 

PAYMENT OF COSTS

PLURALS; SUCCESSORS

> SEVER-ABILITY

lease and a "For Sale" sign at any time during the term of this lease. 12. Lessee will in every respect comply with the ordinances of the municipality aforesaid, with the

- rules and orders of the health officers thereof, with the orders and requirements of the police department, with the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and contents thereof, and with the rules and orders of the fire department in respect to any matters coming within their jurisdiction.
- 13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by Lessee, it shall be lawful for Lessor at any time, at his election without notice, to declare said term ended and to re-enter the Premises, or any part thereof, with or w out process of law, and to remove Lessee or any persons occupying the same, without prejudice to remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due and shall have a valid and first lien upon all personal property which Lessee owns or may hereafter acquire or have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.
- FENERAL HARRESTANDER FERNEN FERNEN FERNEN FOR FERNEN FERNE MENY MENY STEERS AND TO WARRE WILL STEERS AND TO PERSON THE PERSON AND THE RESERVE AND TO CONSONT IN WILL. ARBCHANNAHAKWANDIRKWANAKWANAHAWANAK.
- 15. After the service of notice, or the commencement of a suit, or after final judgment for possession of the Premises, the Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.
- 16. In case the Premises shall be rendered untenantable by fire or other casualty, Lessor may at his option terminate this lease, or repair the Premises within thirty days, and failing so to do, or upon the destruction of the Premises by fire, the term hereby created shall cease and determine.
- 17. The Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of
- 18. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assign and be exercised by his or their attorney or agent.
- 19. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

See rider attached hereto and made a part hereof.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

# VILLAGE OF BARRINGTON

# SEE RIDER ATTACHED

(Lessee) (SEAL)

It is expressly understood and agreed by and between the parties hereto anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the lessor while in form purporting (except as herein otherwise expressed) to be the representations, covenants, undertakings and agreements of the lessor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the lessor or for the purpose or with the intention of binding said lessor personally but are made and intended for the purpose of binding only that portion of the trust property specifically leased hereunder, and this lease is executed and delivered by said lessor not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no duty shall rest upon lessor to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforcible against The First National Bank and Trust Company of Barrington or any of the beneficiaries under said Trust Agreement who are not parties to this lease, on account of this lease or on account of any representation, covenant, undertaking or agreement of the said lessor in this lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the lessee herein and by all persons claiming by, through or under said lessee.

> The First National Bank & Trust Company of Barrington, not personally, but solely as Trustee u/t/a dated September 13, 1974 a/k/a Trust No. 880

# RIDER

The provisions of this Rider are incorporated in and are a first of the terms and provisions of the attached Residence Lease etween THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, arrington, Illinois, as Trustee under its Trust No. 880, as Lessor and the VILLAGE OF BARRINGTON, a municipal corporation, Lessee. The provisions of this Rider shall govern with respect to any matter herein which may conflict with the provisions of said lease.

- 20. Lessee agrees to pay timely all real estate taxes assessed with respect to subject property for the year 1974, funds for which Lessee will furnish Lessor for payment upon being furnished with duplicate copies of instalment bills. Lessor will provide Lessee with proof of payment promptly thereafter. Lessee shall assume and pay real estate taxes assessed for the year 1975, except that if Lessee fails to exercise its option to purchase, the amount for which Lessee will be liable shall be the amount of such taxes pro-rated from January 1 to September 14, 1975.
- 21. Lessee agrees concurrently herewith to insure the demised premises with standard form of hazard insurance policy for fire and extended coverage in an amount equal to the full insurable value of the improvements on the demised premises, naming the parties as insured as their interests shall appear. Said policy shall be on-cancellable prior to 10 days notice to Lessor and a certificate such insurance shall be furnished Lessor.
- 22. Lessor hereby grants Lessee an option to purchase the demised premises upon the following terms and conditions:
  - (a) Said option shall be exercised, if at all, on or before midnight on September 13, 1975 by written notice delivered personally to Lessor or sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed to Lessor at 126 West Main Street, Barrington, Illinois 60010, effective upon mailing.
  - (b) As consideration for said option Lessee has paid Lessor the sum of \$3,658.00 as an option fee, receipt of which hereby is acknowledged. Said option fee shall be adjusted by any amount for which Lessor receives credit at time of closing his purchase of subject property concurrently with the execution hereof with respect to real estate taxes and other proratable items, which amount Lessor agrees to refund to Lessee promptly after such closing. If Lessee exercises its option to purchase, the option fee paid shall be applied to the purchase price. Said option fee shall be forfeited if Lessee fails to exercise.
    - (c) The purchase price for subject property payable upon closing after exercise of said option shall be the sum of \$31,550.00 (less option fee paid), and also less the sum of rental payments made to the extent that the principal indebtedness of Lessor's mortgage on subject property has been reduced by application of such payments to debt service on said mortgage.
    - (d) If Lessee exercises its option, the parties shall enter into a Real Estate Sale Contract within 15 days thereafter substantially in the form currently in use by Chicago Title Insurance Company, Real Estate Sale Contract, Form B, modified

to exclude provisions for mortgage and survey and to reflect any provisions of this lease, except Lessor shall deliver any existing survey to Lessee which is in his possession.

(e) In the event of an insured casualty loss to the premises at any time prior to Lessee's closing of purchase of the premises, the proceeds of insurance shall be applied by Lessor to reduce the purchase price pursuant to the option provided for herein, provided that if Lessee has not exercised the option at the time of said casualty loss, Lessee must elect to so exercise said option within 60 days after said loss or by the expiration of the option pursuant to its terms, whichever first occurs to avail itself of the provisions of this subparagraph (e).

That part of lot thirteen (13) in Lageschulte's subdivision of part of the northeast quarter (1/4) of Section 1, Town 42

North, Range 9, East of the 3rd P.M., according to plat recorded July 22, 1914, as document No. 5461938, described as follows: commencing at the southeast corner of lot seven (7) of Lageschulte's subdivision aforesaid, running thence south fifty (50) feet thence west parallel with the north lind of said lot thirteen (13) one hundred thirty two (132) feet, thence north, to the southwest corner of said lot seven (7), thence east along the north line of said lot thirteen (13), one hundred thirty two (132) feet to the place of beginning.



113 N. NORTHWEST HIGHWAY PALATINE, ILLINOIS 60067 358-3965

Communities serviced by the Northwest Suburban Unit

> Arlington Heights Barrington Bartlett **Buffalo Grove** Des Plaines Elk Grove Village Hanover Park Hoffman Estates Inverness Mt. Prospect Niles **Palatine** Park Ridge Prospect Heights Rolling Meadows Rosemont Schaumburg Streamwood

Wheeling

Mr. Dean H. Maiben, Village Manager VILLAGE OF BARRINGTON, 206 S. Hough Barrington, Illinois 60010

Dear Mr. Maiben:-

The American Cancer Society, Northwest Suburban Unit, is a volunteer health agency, organized and operated exclusively for charitable purposes. It meets the standards of the State of Illinois, Department of Revenue, as an exempt organization of its not-for-profit status.

September 3, 1974

We would like your permission to conduct a residential fund raising drive in your community during April, a month designated by the President as National Cancer Control Month. The dates of the drive are April 8 - 16, 1975.

We trust that you will look upon our request with favor. The residents of Barrington must be given the chance to contribute to a cause which has as its goal the elimination of cancer.

Sincerely

NEIL COONEX

Crusade Chairman

Jour Jews

BID TABULATION SHEET

Village of Barrington

PROJECT	$\alpha$	ITEM	Dump	Truck	with	Spreader	and	Snowplow	
		_							-

ESTIMATED COST TYPE OF RIDS Sealed BID OPENING DATE 9/18/74 TIME 2:00 P.M.

	CONTRACTOR	Schuster Equip.	Freund Bros., Inc.	Hoyle Road
				Equipment Co.
	ADDRESS	4101 South Morgan	350 W. Northwest	P.O. Box 505
		Chicago, Il1, 60609	Barrington, Ill,	Dixon, Ill.61021
	DIO BOND			,
ECIFICATIONS.				
	A	Dodge Model D800 Chassis-Heil Model SL-11 Dump Box	International Truck Model 1700	International Truck Model 1700
		Power Up & Down Hoist.	\$ 8,920.00	Swenson Spreader Model 4A
		Central Engineering Model 300A Salt Spreader.	Dump Body, Power Up & Down Hoist Swenson Salt	Gledhill Snowplow Model llHTRC
		Frink Model MWA-2 Snowplow	Spreader 11 ft. snowplow	
		\$17,325.48	\$ 6,020.00	\$17,290.00
		Truck delivery: 120 days.	Truck delivery with possible 4%	Delivery of com- plete unit, 6-8
		Equipment: 45 days	price increase: 180 days. Equipment possible 6% price increase unless purchased immediately.	months.  Maximum price increase \$1,350.00 on chassis only
	TOTALS:	\$17,325.48	\$14,940.00	\$17,290.00

R

\$17,325.48

\$15,296.80

\$18,640.00

Village Board Information Memorandum 74-37 September 20, 1974

# FOR YOUR INFORMATION

DAYTON NANCE HAS PURCHASED THE NIGHTINGALE PROPERTY AND WE ARE LEASING IT FROM HIM ON A NET LEASE WHICH MEANS THAT WE PAY HIM PRINCIPLE AND INTEREST PAYMENTS ON THE MORTGAGE AND ALSO AGREE TO PAY TAXES AND INSURANCE DIRECTLY. We, in turn, will rent the house - the beginning of a moderate income housing program using revenue sharing to sibsidize the difference between our payments and rent revenue. Total subsidy will be about \$1,200. When we receive the federal grant, perhaps next spring, we will exercise our option. By using revenue sharing to subsidize the housing program, we can build a case that we have used it to create innovative programs which meet federal social goals and overcome some of the opposition to revenue sharing now building in Congress.

We will ask you to approve the lease with Dayton Nance at the September 23, 1974 Board meeting.

THERE ARE MANY RUMORS FLYING THAT OUR MOVEMENT OF THE COACH STORAGE YARD WILL BE IN THE MIDDLE OF THE PARK AND THAT NOISE WILL BE HEARD AS FAR AWAY AS BARRINGTON HILLS. The new Barrington Motel owner is making noises like he will attempt to stop the construction. Whenever rumors are heard, we should try to set the record straight.

The Village agreement has an Environmental Protection feature. We have had an engineering report indicating the type of construction which will correct noise problems and reduce noise to levels well within our present ordinance. The North Western is ready to move into action - we have an escrow agreement ready to sign.

THE STAFF HAS BEEN WORKING ON UPDATING THE SUBDIVISION ORDINANCE. You recently passed some major revisions in street classification and construction standards. We are now combining the Subdivision Ordinance with the recently passed Flood Plain, Soil Erosion and Sedimentation and Soil Overlay Ordinances, as well as developing standards for storm water detention. The ordinance will go to the attorney for codification next week. When finished, it will rank with the finest environmental control and growth management programs yet devised. The one and one-half mile outside the village limits makes it a particularly strong document. Secondly, it will be a comprehensive development guide for the developer; everything he needs to do quality work under one cover.

SIGN ORDINANCE UPDATE. OF THE 35 SIGNS WHICH WOULD HAVE BEEN NON-CONFORMING ON SEPTEMBER 26, 1974, 3 are now in compliance, 1 is now in partial compliance; 2 planning full compliance, 2 planning partial compliance, coupled with variations; 6 planning to petition for variance; 4 petitions received and scheduled for October hearing. 13 no response received.

# YOU SHOULD KNOW

				700 SHOULD	KNOW			
Boar	d Meet	ing	gs					
10/1	4/74			Regular Meeting Regular Meeting Regular Meeting	Village Hall Village Hall Village Hall		8:00	p.m.
Plan	Commi	ssi	ion					
10/	2/74	•	• 1	(Borah - continued) PC 4-74 N-2 Russell Street	Public Safety	Bldg.	7:30	p.m.
10/	2/74	•	n An	(Draper - continued) PC 11-74 N-12	Public Safety	Bldg.	8:00	p.m.
10/1	6/74	in e	i 1	(Jefferson Ice House) (Borah) PC 14-74 N-4	Village Hall		8:00	p.m.
11/	6/74	noi		(Dundee Annexation) ( 40 acres) PC 8-74 N-8	Village Hall	986993 28659	8:00	p.m.
Zoni	ng Boa	ard	of	Appeals				
10/	1/74	14.719 12.54 13.71	1.74 0 1 0 1 1 1 1 1	Koenig & Strey 510-540 Shorely Drive Trust No. 76190 ZBA 7-74 N-1	Village Hall	BEEN I d some ards, present	7:30	p.m.
10/	1/74	isto Bed I-se Dal	. 1503 10 3	Ronald M. & Beverly N. Barrington Motor Sales 136 W. Northwest Highwald ZBA 8-74 N-18	vay	o ont odaini padga odnii	7:45	p.m.
10/	1/74	ievi M.T.	r 97	Abe Bender (Penny Pont 505 W. Northwest Hwy. ZBA 9-74 N-18			8:00	p.m.
10/	1/74			Ray Tucker (Jacobson I 105 W. Northwest Hwy. ZBA10-74 N-18	ger des aucestana	1g 2 3 87 (3) 6:01 bo	8:15	p.m.

Office of the Village Manager D. H. Maiben

limitation for fences.

## VILLAGE OF BARRINGTON ZONING BOARD OF APPEALS LEGAL NOTICE OF PUBLIC HEARING

Location of Property Involved: 510-540 Shorely Drive

Hearing Date: October 1, 1974

Place of Hearing: Barrington Village Hall Village Council Chambers

Time: 7:30 P.M.

Subject: The petitioner respectfully requests that the Village of Barrington waive the 35 foot setback on Northwest Highway as required by Ordinance No. 1285 and the six foot height

a) Legal Description: Block Ol, Subdivision part of County Clerk Division of undivided lands of SW 1, Section 36, Township 43 North, Range 9, east of third principle meridian.

b) Applicant: Koenig & Strey Investment Properties, Inc.

Shorely Limited Partnership under American National Bank & c) Owner: Trust Company of Chicago, Trust No. 76190

d) Proposed Use: Existing Multiple Family. Petitioner requests relief from Zoning Ordinance restrictions and Ordinance No. 1285.

All interested parties are invited to attend and be heard

Zoning Board of Appeals Barrington, Illinois Edward J. Dugan, Chairman

# VILLAGE OF BARRINGTON ZONING BOARD OF APPEALS LEGAL NOTICE OF PUBLIC HEARING

Location of Property Involved: 136 W. Northwest Highway

Hearing Date: October 1, 1974

Place of Hearing: Barrington Village Hall

Village Council Chambers

Time: 7:45 P.M.

Subject: The petitioner respectfully requests that the Village of Barrington waive the area restrictions contained in the Sign Ordinance.

a) Legal Description:

Lots 16, 17 and 18 in Block 11 in Arthur T. McIntosh and Company's Northwest Highway addition to Barrington, being a Subdivision of parts of Sections 35 and 36, Township 43 North, Range 9, East of the 3rd Principle Meridian.

- b) Applicant: Barrington Motor Sales and Service, Inc.
- c) Owner: Ronald M. and Beverly N. Bransky
- d) Proposed Use: Existing business. Petitioner requests relief from Sign Ordinance restrictions.

All interested parties are invited to attend and be heard

Zoning Board of Appeals Barrington, Illinois Edward J. Dugan, Chairman

# VILLAGE OF BARRINGTON ZONING BOARD OF APPEALS LEGAL NOTICE OF PUBLIC HEARING

Location of Property Involved: 505 W. Northwest Highway

Hearing Date: October 1, 1974

Place of Hearing: Barrington Village Hall
Village Council Chambers

Time: 8:00 P.M.

Subject: The petitioner respectfully requests that the Village of Barrington waive the area restriction and height limitations of the Sign Ordinance, and the 35 foot setback required on Northwest Highway

by Ordinance No. 1285.

Lots 10, 11, 12, 13, 14 and 15 in the Kainer Block, a Subdivision of the part of the Southeast Quarter of Section 35, Township 43

North, Range 9 east of the third principle meridian.

b) Applicant: Penny Pontiac, Inc.

c) Owner: Abe Bender

d) Proposed Use: Existing commercial. Petition requests relief from the Sign Ordinance and Zoning Ordinance.

All interested parties are invited to attend and be heard

Zoning Board of Appeals Barrington, Illinois Edward J. Dugan, Chairman

ZBA 10-74 N- 18

# VILLAGE OF BARRINGTON ZONING BOARD OF APPEALS LEGAL NOTICE OF PUBLIC HEARING

Location of Property Involved: 105 W. Northwest Highway

Hearing Date: October 1, 1974

Place of Hearing: Barrington Village Hall Village Council Chambers

Time: 8:15 P.M.

Subject: The petitioner respectfully requests that the Village of Barrington waive the area restriction contained in the Sign

a) Legal Description:

The east 377.0 feet of the North 12 rods of the Northwest quarter of the Southwest quarter of Section 36, Township 43 North, Range 9, east of 3rd principle meridian.

b) Applicant: Emanuel Jacobson

c) Owner: Ray L. Tucker

d) Proposed Use: Existing business. Petitioner requests relief from Sign Ordinance

All interested parties are invited to attend and be heard.

restrictions.

Zoning Board of Appeals Barrington, Illinois Edward J. Dugan, Chairman

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To: Mr. Fred Voss, Village President of Barrington and Members of the Board of Trustees

We, the signers of this petition <u>strongly object</u> to the proposed waste incinerator being located in our neighborhood, and ask the Village Board to consider its effect on our lives and our homes.

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MR. FRED VOSS, VILLAGE PRESIDENT OF BARRINGTON AND

MEMBERS OF THE BOARD OF TRUSTEES:

WE, THE SIGNERS OF THIS PETITION (RESIDENTS, TAXPAYERS AND HOMEOWNERS OF BARRINGTON) STRONGLY OBJECT TO THE PROPOSED WASTE INCINERATING PLANT BEING LOCATED IN THE CENTER OF BARRINGTON, AND ASK THE VILLAGE BOARD TO TERMINATE ANY FUTURE CONSIDERATION OF THIS SITE.

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TO: MR FRED VOSS, VILLAGE PRESIDENT OF BARRINGTON AND
MEMBERS OF THE BOARD OF TRUSTEES

WE, THE SIGNERS OF THIS PETITION (RESIDENTS, TAXPAYERS AND HOMEOWNERS),

STRONGLY OBJECT TO THE PROPOSED INCINERATING PLANT BEING LOCATED

IN THE CENTER OF BARRINGTON AND ASK THE VILLAGE BOARD TO END FURTHER

CONSIDERATION OF THIS SITE.

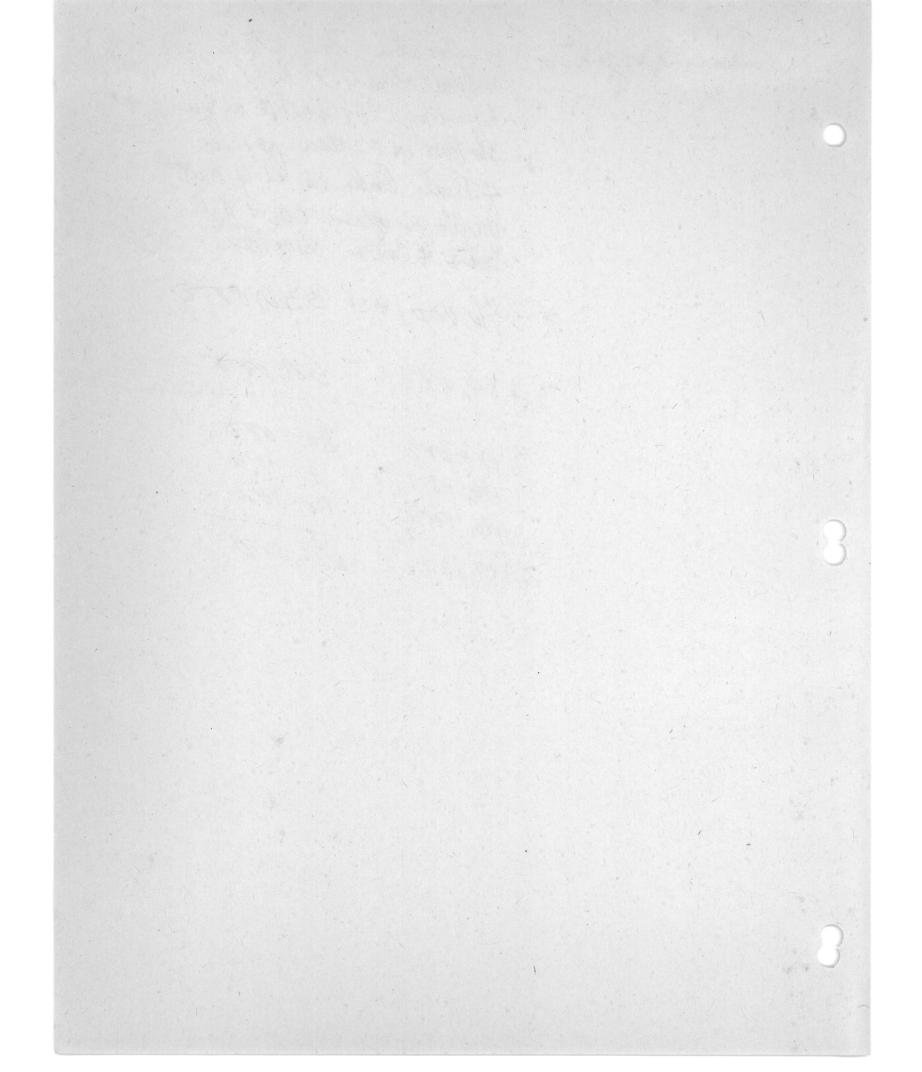
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Village Board Information Memorandum 74-36 September 13, 1974

#### FOR YOUR INFORMATION

REPRESENTATIVE DEUSTER IS SPONSORING A BILL WHICH WOULD CREATE A GREEN BELT AND OPEN SPACE STUDY COMMISSION. The purpose of the commission is to determine legislation that should be adopted to provide for land planning which will insure the preservation of open space and agricultural area in near proximity to urban places. We should support the bill in any conversation with our representatives and neighbor villages.

House Bill 2231. This is important.

HOUSING IS THE SUBJECT OF A NORTHWEST MUNICIPAL CONFERENCE RESOLUTION WHICH WILL ASK MEMBER VILLAGES TO PASS A RESOLUTION ALLOWING RENT SUBSIDIES IN THEIR COMMUNITY. Section 23 of the Federal Housing Act will pay subsidies to qualified families.

Our recent Housing Study which we've given to the Housing Committee of the Human Rights Commission and to the BACOG Housing Committee indicates that we have located fifty families renting in Barrington who would qualify for rental subsidy under this program. The staff report recommends that we adopt a Section 23 Resolution. We will receive a recommendation from the Human Rights Commission soon. The staff report is attached for your reading enjoyment. In addition to Section 23 Rent Subsidy, the report recommends that we meet our full housing goal through the formation of several other programs.

#### ADMINISTRATIVE ABSTRACTS

OF THE 35 SIGNS WHICH WOULD HAVE BEEN NON-CONFORMING ON SEPTEMBER 26, 1974, 12 HAVE COMPLIED OR COMMITTED TO COMPLIANCE BY A SPECIFIC DATE. 5 have filed for a variance. 1, The Pants Store, has partially complied and will seek a variance. 18 others have not complied nor have they notified us of their intent.

SOME WEEKS AGO, THE BOARD AUTHORIZED THE VILLAGE TO BUY THE NIGHT-INGALE PROPERTY FOR \$31,000. Dayton Nance has purchased the property and has given the Village an option to purchase and a lease on the property which will allow us to use for a parking lot or rental until the Federal Parking Grant is approved, at which time we'll exercise our option.

(over)

Village Board Information Memorandum 74-36 September 13, 1974

#### YOU SHOULD KNOW

BARRINGTON YOUTH SERVICE, TO WHOM WE GIVE \$2,000 FOR THE OPERATION OF YOUTH PROGRAMS, IS HAVING THEIR ANNUAL MEETING SEPTEMBER 19 AT THE SCHOOL ADMINISTRATION BUILDING. We are sending a letter indicating that it is our understanding that Cuba and Barrington Townships will fund these programs in the future, and the Village will withdraw present funding, lest village residents get double taxation.

HOFFMAN ESTATES INVITE YOU TO THEIR 15th ANNIVERSARY OPEN HOUSE ON SEPTEMBER 22, STARTING AT 1:00 P. M.

9/16/74		•	PUBLIC HEARING INCINERATION			Village	Hall		R 10	8:00	p.m.
Board Me	eti	ngs									P
9/23/74			Regular Meeting	Lia		Village	Hall			8:00	p.m.
			Regular Meeting			Village				8:00	
			Regular Meeting			Village				8:00	
Plan Comm	niss	ior	i								
10/2/74			(D	11							
10/2/74	•	•	(Draper, continue	aj						8:00	
			PC 11-74 N-12		•	toas no		1 2	•	8:00	р.ш.
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			PC 8-74 N-8	,		Village	На11			8:00	n m
			1C 0-74 N-0		•	VIIIage	naii	9 - 16		0.00	P.m.
Zoning Board of Appeals											
10/1/74			Koenig & Strey								
			510-540 Shorely D	riv	e						
			Trust No. 76190								
			ZBA 7-74 N-1			Village	Hall			7:30	p.m.
10/1/74			Ronald M. & Bever	·ly	N.	Bransky					
			Barrington Motor	Sa1	es						
			136 W. Northwest	Hwy							
			ZBA 8-74 N-18	•	•	Village	Hall			7:45	p.m.
10/1/74			Abe Bender (Penny			iac Inc.)	)				
			505 W. Northwest			entis asa	ee satt				
ZBA			ZBA 9-74 N-18	•	•	Village	Hall	•	•	8:00	p.m.
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10/1/74	130	c ( )	Ray Tucker (Jacobson Drug) 105 W. Northwest Hwy.								
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			LDA 10-74 N-18			village	Hall			0.13	h.m.

Village Board Information Memorandum 74-35 September 6, 1974

#### FOR YOUR INFORMATION

A VERY IMPORTANT ISSUE TO THE VILLAGE IS ABOUT TO FOCUS: Simply stated, how will the Village of Barrington fit into the BACOG Plan? The BACOG Plan is rapidly shaping up as something other than the several thousand-dollar document which we've invested in.

Frankly, the plan that will be presented is nothing more than a poorly done zoning map. Based on density zoning, the environmental protection districts concepts have been deleted, the housing concepts have been deleted, the transportation concepts have been deleted, the boundary and jurisdiction questions are by-passed with an assumed understanding that no one will annex a property and give it a higher density than show on the plan. This document has been aptly dubbed "the BACOG mini plan".

It has two basic assumptions - the Village of Barrington will not expand its water and sewer system beyond present limits and second, that all unincorporated areas will be annexed at five-acre zoning.

There are two significant problems with this plan. One, it forces urban sprawl and causes the countryside villages to grow (exactly the opposite concepts of the Barton-Aschman Plan). Government service cost per unit is rapidly increased because of larger areas at low density. All growth will take place outside of Barrington.

The second problem is that it requires downzoning several square miles of property bearing 1 and 2-acre county zoning. Even if these annexations and downzonings take place (a very unlikely prospect), the problems of sprawl continue, water pollution from septics, no control of environmental areas they become backyards, an enormous increase in the mileage of low-grade streets, gas and electric utilities. Extreme pressure for commercial property to serve the various villages, impossible police protection, inadequate fire protection.

The problems of annexation and downzoning for Inverness, North Barrington, Tower Lakes and South Barrington where there is little 5-acre zoning at present raise the simple question of who will do it. Why, for instance, would Winston-Cintex or Ammaco ask to downzone from one or two-acre county zoning.

The only hope of making the program work will be to get Cook and Lake County to agree to rezone the property to 5-acre. That will shift the burden of zoning action to the county.

FOR YOUR INFORMATION, (continued)

All of this is highly complicated by the Village of Barrington Plan. As you recall, the Barrington Plan suggested three alternatives. Limited growth, existing trend, and accelerated growth.

Limited Growth would limit population to 12,000 by 1990. In fact, we'll be there by 1978 without annexing, rezoning or subdividing another property.

Existing Trend assumed a 1990 population of 15,000. The Draper annexation would put us there by 1982.

Accelerated Growth assumed a population of 20,000 by 1990. The current plan is based on this pattern. It assumes that we will time our annexations to control growth. It assumes that we will provide a diversity of housing. It assumes that we will develop our utility transportation and commercial systems to accommodate the BACOG areas.

The BACOG Mini Plan calls for limited growth - no more annexations or expansion of the utility and street system.

HOW DOES THIS AFFECT OUR PRESENT SEWER GRANT APPLICATION?

The question must be resolved before the grant will receive A-95 review approval of NIPC. Lake County has objected to our expansion. You recall the President of North Barrington is on the Lake County Plan Commission. NIPC wants us to join a regional plant if we go to 20,000 population (that is what the application calls for). BACOG fears this but will allow us to argue with NIPC until doomsday because that means NO GROWTH until the growth issue is settled. To settle this issue, we have these options:

We must either decide to modify our growth projections to 12,000 and adopt the Mini Plan, or to limit our growth to 15,000 and gain BACOG agreement on some annexations, or we must inform BACOG that we intend to follow our accelerated growth plan and persuade them to adopt the Barton-Aschman Plan and Committee Reports. Until one of those options is exercised, our sewer grant is going nowhere.

In order to begin discussions with NIPC, our board should give the staff some policy guidance as to our direction in dealing with BACOG.

Village of Barrington Information Memorandum 74-35 September 6, 1974

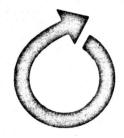
### YOU SHOULD KNOW

board Meetings	Bo	ard	Meetings
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9/ 9/74 Regular Meeting Village Hall 8:00 p.m. 9/16/74 PUBLIC HEARING-												
Plan Commission  9/11/74 (Werd)	9/16/74 9/23/74 10/14/74	•		PUBLIC HEARING- INCINERATION Regular Meeting Regular Meeting	•	•	Village Village Village	Hall Hall Hall	•		8:00 8:00 8:00	p.m. p.m. p.m.
PC 12-74 N-13 Village Hall 7:30 p.m.  9/11/74 (Borah)							VIIIage	naii	•		8.00	p.m.
PC 4-74 N-2 Village Hall 8:00 p.m.  10/2/74 (Draper, continued)     PC 11-74 N-12 ? 8:00 p.m.  11/6/74 (Dundee Annexation)     (40 acres )	9/11/74	•		(Werd) PC 12-74 N-13	•	•	Village	Hall	•	•	7:30	p.m.
PC 11-74 N-12 ? 8:00 p.m.  11/6/74 (Dundee Annexation)	9/11/74	•		(Borah) PC 4-74 N-2	•	•	Village	Hall	•	•	8:00	p.m.
(40 acres)	10/2/74	•	•				?		•		8:00	p.m.
				( 40 acres	)		Village	Hall			8:00	p.m.

Office of the Village Manager D. H. Maiben





August 26, 1974

NIPC #74-389

Mr. Frederick Voss, President Village of Barrington 206 South Hough Street Barrington, Illinois 60010

SUBJECT: NIPC Project No. 74-389 Village of Barrington - Wastewater Treatment Plant Expansion (Step I).

Dear President Voss:

This is to inform you that the above referenced project was reviewed by the Commission's Planning Committee at its August 7, 1974 meeting. At that time, the Committee voted to defer final consideration of the project to allow the staff to pursue discussions with the applicant in regard to a regional approach to wastewater planning in the area.

We will be in contact with you in the near future through Mr. Peter Wise, our Area Officer, to discuss how this regional approach might be accomplished. If you have any questions on this matter, please contact us.

Very truly yours,

William S. Luhman

Assistant Director: Implementation

WSL:all

cc: Mr. John Quay, McHenry County Regional Planning Commission

Mr. John Anderson, Lake County Regional Planning Commission

Mr. Peter Wise, NIPC Area Officer

IRA J. BACH
President
JACK PAHL
Vice President
LAURA K. POLLAK
Secretary
WALDEMAR A. RAKOW
Treasurer

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MINUTES OF THE PUBLIC HEARING OF AUGUST 26, 1974 CALLED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR A FEDERAL GRANT FOR INCINERATION OF SOLID WASTE AND LIQUID SLUDGE.

Present at the Public Hearing to consider a federal grant for incineration of solid waste and liquid sludge were: President Voss, Trustee Capulli, Trustee Shultz, Trustee Schwemm, Trustee Pierson, Trustee Sass, Jr. Village Manager, Dean H. Maiben; Village Clerk, Karol S. Hartmann; Deputy Village Clerk, Doris L. Belz. Also present: Donald P. Klein, Executive Director, BACOG; Dr. Hjalmar Sundin, representing Baxter and Woodman, Inc; Village Attorney, J. William Braithwaite arrived at 7:40 o'clock p.m., and residents of the Village of Barrington. Absent: Trustee Wyatt.

The Public Hearing began at 7:30 o'clock p.m. and was chaired by President Voss. He explained the Public Hearing fulfilled one of the requirements necessary to file an application for the federal grant for the incineration of solid waste and liquid sludge. The Village Manager presented the study that has been made to determine the feasibility of such an installation. He explained the thirty-ton incinerator would be located at the Water Reclamation Plant and would service not only the Village of Barrington, but the communities of BACOG.

The Village Manager emphasized a federal grant is necessary for the economical feasibility of the construction of the incinerator and the proposed facility must be an integral part of the Water Reclamation Plant. The Trustees expressed concern that the proposed incinerator did not include recycling and that additional research is necessary to prevent obsolescence of the facility. The Village Manager explained a recycling process would require at least twelve (12) acres of land which is not available at the present location of the Water Reclamation Plant.

Mr. John Ebel, 216 North Hager Avenue, questioned the statistics presented, opposed the regional proposal and additional truck traffic which would be generated from the proposed incinerator. Mr. Ebel favors sludge burning.

The President and Board of Trustees authorized the Village Manager to proceed with the application for a federal grant for incineration of solid waste and liquid sludge which must be completed by September 1, 1974.

The meeting was adjourned at 7:59 o'clock p.m.

Karol S. Hartmann

Village Clerk

Ppe an Cambre MINUTES OF THE PUBLIC MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARRINGTON, ILLINOIS ON AUGUST 26, 1974.

CALL TO ORDER

Meeting was called to order by President Voss at 8:00 o'clock p.m. Present at roll call: Trustee Capulli, Trustee Shultz, Trustee Schwemm, Trustee Pierson, Trustee Sass, Jr. Absent: Trustee Wyatt. Also present: Village Manager, Dean H. Maiben; Village Attorney, J. William Braithwaite; Village Clerk, Karol S. Hartmann; Deputy Village Clerk, Doris L. Belz. Audience numbered 56.

APPROVAL OF THE MINUTES OF THE PUBLIC MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARRINGTON, ILLINOIS ON AUGUST 12, 1974.

> MOTION: Trustee Pierson moved to approve the minutes of the Public Meeting of the President and Board of Trustees of the Village of Barrington, Illinois on August 12, 1974; second, Trustee Schwemm. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. Absent: Trustee Wyatt. The President declared the motion carried.

#### INQUIRIES FROM THE AUDIENCE

Mr. Fred Zandier, 200 South Hager Avenue, inquired if the agreements had been executed by the industrial property owners for the improvement of South Hager Avenue. The Village Manager explained the industrial property owners were to return their executed agreements by August 30, 1974. Trustee Pierson requested the staff to reconsider the possibility of reducing the width of South Hager Avenue.

Mrs. Susan Bateman, 725 Summit Street, presented two petitions in favor of the closing of Cook, Grove and Summit Streets. The Village Manager announced consideration of the closing of these three streets will be on the September 9, 1974 board meeting agenda.

#### REPORTS OF VILLAGE OFFICIALS

#### PRESIDENT'S REPORT

President Voss announced that application for a Class 2 Liquor License (Package Sales) has been under consideration from Liquorland, Enterprises, Inc. President Voss stated that he had a verbal commitment to issue the one available Class 2 license to a business which had applied, to be located in the proposed Southgate Convenience Center. If the license is not issued within a reasonable length of time, The Village President

#### PRESIDENT'S REPORT, (continued)

will reconsider the application from Liquorland Enterprises, Inc. Mr. Robert Mitana, owner of Barrington Liquors, addressed the President and Board of Trustees, commenting upon the survey prepared by Liquorland Enterprises, Inc. Mr. Gordon Abbott, attorney for the applicant, stated the issuance of the requested liquor license was a question of competition not of commodity prices.

MOTION: Trustee Pierson moved to deny the request to amend the Village Code for an additional Class 2 License; second, Trustee Sass, Jr. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye; Absent: Trustee Wyatt. The President declared the motion carried.

Mr. Abbott requested a memo from the Village President stating the disposition of the license and the reason for refusal.

#### MANAGER'S REPORT

The Village Manager presented a report on the CTA Application for a grant to construct a new transit system to O'Hare Airport. The Chicago and North Western Transportation Company states this will cause a million-dollar loss to them and may result in a reduction in suburban train service to the northwest area.

The Village Manager was authorized to write a letter to the Northeast Illinois Plan Commission stating that the Village of Barrington is withholding approval of their application until the Regional Transit Authority is operative and is able to coordinate transportation systems in the northwest area.

#### REPORT ON AN ORDINANCE FOR TRAFFIC CONTROL.

The Village Manager presented a report stating that curb marking is an accepted procedure for indicating "NO PARKING" where parking is not allowed at any time. Use of curb markings will make the use of unsightly signs unnecessary.

MOTION: Trustee Capulli moved to direct the Village Attorney to prepare the appropriate ordinance amendment allowing the use of curb markings for "NO PARKING" areas in place of unnecessary signs; second, Trustee Schwemm. Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. Absent: Trustee Wyatt. The President declared the motion carried.

Treasurer's Report, Service Desk and Utility Report for July, 1974 were received and filed.

#### REPORT OF THE TRAFFIC COORDINATING COMMITTEE ON EASTERN AVENUE-MAIN STREET.

The Village Manager used a visual presentation to explain the problem of having a three-way stop at this intersection. Part of the problem would be traffic backup at Route 14 and Main Street and additional truck noise.

MOTION: Trustee Capulli moved to adopt a resolution requesting the State to reduce the speed limit to 30 m.p.h. between Route 14 and Eastern Avenue on Main Street; second, Trustee Sass, Jr. Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. Absent: Trustee Wyatt. President declared the motion carried.

#### TRUSTEE'S REPORT

Trustee Sass, Jr. inquired if the remodeling of property at 119 North Avenue presented a non-compliance of the fire restrictions required by BOCA Code. The Village Attorney explained that the property was zoned residential, with a variation for specific uses and that the grant of vacation, and the plans and sketches referred to and relied upon, represented a variation from the BOCA Code, providing no fire safety actually existed as a result of such variation.

Trustee Schwemm reported the Parking and Traffic Committee met and appointed Mr. William Miles, 514 North Avenue, to the Committee, replacing the late Mr. Robert Fryml.

Trustee Schwemm announced that the BACOG Committee studied the feasibility study of police services for the BACOG area.

#### ORDINANCES AND RESOLUTIONS

CONSIDERATION OF AN ORDINANCE AMENDING THE ZONING ORDINANCE AND CREATING A SPECIAL USE IN A B-1. ZONING DISTRICT FOR 3.84 ACRES ON BARRINGTON ROAD.

The Village Manager explained the special use recommended by the Plan Commission in a B-1 zoning district for 3.84 acres on Barrington Road and previously approved in principle by the Board.

MOTION: Trustee Pierson moved to adopt Ordinance No. 1315 amending the Zoning Ordinance and creating a special use in a B-1 zoning district for 3.84 acres on Barrington Road; second, Trustee Schwemm. Roll call: Trustee Capulli, naye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. Absent: Trustee Wyatt. The President declared the motion carried.

The Village Manager emphasized only Phase 1 of the planned construction has the approval of the President and Board of Trustees.

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#### ORDINANCES AND RESOLUTIONS, (continued)

CONSIDERATION OF AN ORDINANCE CREATING A SPECIAL SERVICE AREA.

The Village Attorney read aloud changes to the proposed ordinance previously presented. It is noted that owners of four (4) properties within the Special Service Area have filed written objections and the Village Clerk advised this was far less than 51% of the owners and electors.

MOTION: Trustee Shultz moved to adopt Ordinance No. 1316 creating a Special Service Area; second, Trustee Capulli. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. Absent: Trustee Wyatt. The President declared the motion carried.

CONSIDERATION OF AN ORDINANCE TO LEVY PROPERTY TAX FOR FISCAL YEAR 1974-75.

The Village Attorney referred to each of the minor changes to the Tax Levy Ordinance previously distributed.

MOTION: Trustee Shultz moved to approve Ordinance No. 1317 to levy property tax for the fiscal year 1974-75; second, Trustee Schwemm. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. The President declared the motion carried.

CONSIDERATION OF AN ORDINANCE GRANTING A SIGN VARIANCE FOR A GROUND SIGN AT TECHNICAL PUBLISHING COMPANY.

MOTION: Trustee Shultz moved to adopt Ordinance No. 1318 granting a sign variance for a ground sign at Technical Publishing Company effective October 1, 1974; second, Trustee Schwemm.

Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye.

Absent: Trustee Wyatt. The President declared the motion carried.

#### NEW BUSINESS

CONSIDERATION OF A RECOMMENDATION OF THE ZONING BOARD OF APPEALS FOR A VARIANCE FROM THE 35-FOOT SETBACK PARKING REQUIREMENT ON HIGHWAY 14. (U.S. 14 and Hough Street - Tucker, Docket No. ZBA 4-74 N-18.)

The Village Manager presented the recommendation of the Zoning Board of Appeals and his recommendations for beautification and plantings in this area and recommended the variance be granted.

#### NEW BUSINESS, (continued)

MOTION: Trustee Sass, Jr. moved to adopt Ordinance No. 1319 for a variance from the 35-foot setback parking requirement on Highway 14; second, Trustee Schwemm. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. Absent: Trustee Wyatt. The President declared the motion carried.

CONSIDERATION OF A RECOMMENDATION OF THE ZONING BOARD OF APPEALS FOR A VARIANCE FROM THE 35-FOOT SETBACK REQUIREMENT ON HIGHWAY 14. (ZBA 6-74 N-6 - Stonegate Center.)

Mr. Alexander Miles, representing the petitioner, presented the proposed construction plan. The Village Manager noted the staff had not approved ingress and egress from Route 14 to this shopping center. Trustee Shultz requested the rear entrance requirements be reviewed. The recommendation from the Zoning Board of Appeals was presented. Corrections were made to the proposed ordinance presented.

MOTION: Trustee Schwemm moved to adopt Ordinance No. 1320, approving the requested variation, with conditions stated therein; second, Trustee Shultz. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. Absent: Trustee Wyatt. The President declared the motion carried.

CONSIDERATION OF A ZONING BOARD OF APPEALS RECOMMENDATION ON A PETITION FOR A REAR YARD SETBACK VARIATION. (Moorman - ZBA 5-74 N-5)

The Village Manager presented the recommendation of the Zoning Board of Appeals.

MOTION: Trustee Schwemm moved to approve Ordinance No. 1321 approving a rear yard setback variation

APPROVAL OF A CONTRACT WITH MURRAY & TRETTLE FOR SNOW, ICE, RAINFALL AND CRITICAL STORM WARNING FORECASTING.

After discussion;

MOTION: Trustee Capulli moved to award a contract to Murray & Trettle for snow, ice, rainfall, and critical storm warning forecast in the amount of \$1,050.00 per year; second, Trustee Pierson. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr. aye. Absent: Trustee Wyatt. The President declared the motion carried.

#### NEW BUSINESS, (continued)

REQUEST FROM THE BARRINGTON AREA UNITED DRIVE TO HAVE THE RULES FOR SOLICITING AND FEES WAIVED AND FOR PERMISSION TO PLACE THEIR PROGRESS MARKER ON THE FLAG POLE AT COOK AND MAIN STREETS.

MOTION: Trustee Sass, Jr. moved to approve the request for the Barrington Area United Fund Drive to have rules waived as to solicitors and to allow solicitation with all fees waived and for permission to place their progress marker on the flagpole at Cook and Main Streets; second, Trustee Sass, Jr. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. Absent: Trustee Wyatt. The President declared the motion carried.

REQUEST OF THE BARRINGTON KIWANIS TO SELL PEANUTS IN THE STREET ON SEPTEMBER 27, 1974.

MOTION: Trustee Capulli moved to approve the request of the Barrington Kiwanis to sell peanuts on September 27, 1974 contingent upon the approval of a location plan by the Chief of Police with a list of participants submitted to the Chief; second, Trustee Shultz. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. Absent: Trustee Wyatt. The President declared the motion carried.

REQUEST OF THE LIONS CLUB TO HOLD A PARADE PRIOR TO THE THREE (3) SCHEDULED PERFORMANCES OF THE RODEO ON SEPTEMBER 13, 14 and 15, 1974.

MOTION: Trustee Sass, Jr. moved to grant approval for the parade, subject to the route and times as specified by the Village Manager and Chief of Police; second, Trustee Capulli. Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. Absent: Trustee Wyatt. The President declared the motion carried.

The Village Manager stated the Lions Club has also requested the privilege of posting display posters advertising the rodeo; this is a matter for the Manager to handle.

#### LIST OF BILLS

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Payment was approved from funds indicated. MOTION: Trustee Pierson moved to approve payment from funds indicated; second, Trustee Capulli. Roll call: Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. Absent: Trustee Wyatt. The President declared the motion carried.

#### ADJOURNMENT

Meeting was adjourned at 9:50 o'clock p.m.

MOTION: Trustee Capulli; second, Trustee Shultz. Trustee Capulli, aye; Trustee Shultz, aye; Trustee Schwemm, aye; Trustee Pierson, aye; Trustee Sass, Jr., aye. Absent: Trustee Wyatt. The President declared the motion carried.

Karol S. Hartmann Village Clerk

THESE MINUTES NOT OFFICIAL UNTIL APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES; CHECK FOR CHANGES.

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# Tenney & Bentley Law Offices

69 West Washington Street Suite 2000 Chicago, Illinois 60602

TELEPHONE CE 6-4787

AREA CODE 312

CABLE ADDRESS: TENBEN

HENRY F. TENNEY (1915-1971)

WILLIAM S. WARFIELD, III

BARRINGTON OFFICE IOI SOUTH HOUGH STREET BARRINGTON, ILLINOIS 60010 TELEPHONE 381-8818

My

RICHARD J. COCHRAN
MICHAEL J. SMITH
LAWRENCE E. GRELLE
JOHN W. MAUCK
ARTHUR H. ANDERSON, JR.
JAMES B. SPARROW
F. JAMES HELMS
WILLIAM G. NOSEK

L. DOW NICHOL.JR.

JOHN E. BAKER, JR.

SAMUEL R. LEWIS, JR. IRWIN J. ASKOW

ALEXANDER I. LOWINGER

J. WILLIAM BRAITHWAITE

HOWELL B. HARDY

STEPHEN J. NAGY
EDWIN H. CONGER
RICHARD A. BEYER
GILBERT H. MARQUARDT, JR.
JOHN R. COVINGTON
JOHN S. ESKILSON
JERROLD L. SAGER

ROGER R. LEECH GEORGE E. HOWELL

TO: Village Manager, Village of Barrington
DATE: August 29, 1974
RE: South Hager Avenue - Repaving and Drainage Project

There are four ways in which this project may be accomplished:

- 1. The Village can do the work using Village funds without any contribution or assessment against the neighbors.
- 2. The Village can receive contributions from the neighboring property owners and users of the street. However, this has been attempted and has not been successful.
- 3. The Village can create a special service district which will cause the work to be done and the cost thereof assessed against the individual property owners based upon the assessed valuation of their property. It appears that the individual home owners may justifiably complain that their portion of the cost would be higher than the benefit they expect to receive.

One variation of a special service district would be to have two districts, one for the residential portion of the street, which portion would not be as wide as the industrial portion, and for the Village to pay for part of the cost in the residential area, with the special service district doing only certain kinds of work and limiting the assessment against individual property owners accordingly.

The second special service district would be at the south end of the road and would be assessed against the industrial property where the road would be wider.

The Village can pursue special assessment proceedings which would result in individual properties paying such portion of the total cost as is determined to be of benefit to them. Presumably, under special assessment proceedings, the cost to home owner property owners would be less than under the procedure provided for in Paragraph 3 above.

Village Manager Village of Barrington

August 29, 1974 Page 2

However, under special assessment proceedings the Village would be assessed for some share as "public benefit", but the industrial property should be assessed a larger share than individual home owners. Under this special assessment proceeding, the Village could, in effect, assure the home owners that the assessments against individual properties would not exceed a certain level. I understand that some of the industrial properties requre a wider street, partially to allow for employee parking. This would be another reason why the assessment against them would be far more than against the home owners.

I suggest that you bring this matter to the Board's attention in order that it be resolved at an early date, as it is obvious to all who use the street that something must be done. I would also suggest that the Board make a basic decision as to the funding method to be followed and after making that decision, the decisions as to the width of the street and details of construction can be decided by the Board based upon engineering recommendations.

J. William Braithwaite

JWB; jb

Special assessment impact.

Cost-

AGENDA Village of Barrington, Illinois Meeting of September 9, 1974 at 8:00 P. M.

- Call to Order.
- Roll Call.
- Approval of the Minutes of the Public Hearing on Incineration and the Minutes of the Public Meeting of the President and Board of Trustees of the Village of Barrington, Illinois on August 26, 1974.
- Inquiries from the Audience.
- Reports of Village Officials:

President's Report.

a) Report will be Verbal.

Manager's Report.

- a) Challenges to the Sign Ordinance.
- b) Barrington Township Public Meeting re the Closing of Summit Street, Cook and Grove Avenues at Cornell Avenue. Date of Meeting is October 1, 1974 at 8:00 o'clock P.M. in the Public Safety Building.
  - South Hager Avenue Street Improvement.
- Ordinances and Resolutions:
  - Consideration of an Ordinance Amending the Village Code, Chapter 8, Section 8-22 through 8-25 (Noise Ordinance).
  - Consideration of an Ordinance Establishing Weight Limits on Certain Village Streets Amending Article II, Chapter 14 of the Village Code.
  - Consideration of an Ordinance Amending Chapter 14 of the Village Code and Designating the Use of Curb Markings to Delineate 24-hour Per Day "NO PARKING".
  - Consideration of an Ordinance Amending the Village Code, Chapter 3 (Liquor Licenses).
  - Amendment to the Village Code Article I, Chapter 19 (Sign Ordinance).

List of Bills.

Adjournment.

Office of the Village Manager D. H. Maiben

Posted September 9, 1974

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Refer to Olan Consum 2nd

The following is a list of tips that you, the home owner or apartment renter, can use to help reduce the chances that your home will be burglarized while you are away:

- --make sure that all entrances to your home are securely locked. This naturally includes all doors, windows, garage doors, patio windows or patio doors. Even the best locks are rendered useless if they are not used. In addition, don't hide keys under door mats, mail boxes, milk boxes, flower pots, over moldings, etc. Rather, leave a spare key with a trusted neighbor.
- --make sure that you avoid advertising your absence by not leaving behind obvious signs that you and your family are gone. For example, make sure that all scheduled deliveries such as newspapers, milk, mail and others, are cancelled while you are away. Again, make sure that the garage doors are closed and locked, even while gone on short trips. Make sure that all outdoor yard work is completed, including lawn mowing in the summer and snow shoveling in the winter, and make sure that outdoor equipment, such as grills, lawn mowers, patio chairs, ladders, are stored inside the house or garage.
- --make sure that you have a list of serial numbers of all your valuable possessions for insurance purposes. Also, color photographs and short descriptions of valuable items will aid the police in efforts to recover and identify your property in case of theft.
- --make sure that you contact the police department and let them know the dates that you and your family will be gone. The police department will then be able to keep an extra special eye out around your neighborhood.

If you return home to find that your house has been broken into or even if you suspect a problem, make the following efforts to aid the police department in their efforts:

- Go to another telephone and call the police department at once.
- (2) Do not touch anything in your home.
- (3) Leave everything exactly as you have found it so that any evidence or clues that the burglars may have left behind can be recovered by the police department.



## Village of Barrington

OOK AND LAKE COUNTIES, ILLINOIS

206 SOUTH HOUGH STREET, BARRINGTON, ILLINOIS 60010 312/381-2141

Welcome to this meeting of the Barrington Board of Trustees. These meetings offer one of the most direct means of making our public officials aware of opinions and desires of village residents. Such information is vital to the Board members in formulating village policies.

In order to facilitate discussion, the Board requests your comments be made during:

- .... INQUIRIES FROM THE AUDIENCE, which has been specifically designated for audience comments and inquiries concerning Board decisions.
- .... In the course of the discussion of an agenda item.

To be recognized, please rise and address the President, stating your name and address for the official record.

THIS EVENING'S AGENDA BEGINS ON PAGE TWO. Should you wish to place an item on a future agenda, please contact the Deputy Village Clerk at 206 South Hough Street, 381 - 2141.

President
F. J. Voss
D. R. Capulli
P. J. Shultz
D. Frank Wyatt
D. R. Capulli
D. M. Schwemm
Rarol S. Hartmann
H. G. Sass, Jr.

Manager Attorney Deputy Clerk
D. H. Maiben J. William Braithwaite D. L. Belz