



**AGENDA**  
**REGULAR VILLAGE BOARD MEETING**  
**Village Hall - Public Meeting Room**  
**Monday, December 14, 2015 – 7:00 p.m.**

*Reasonable accommodations/auxiliary aids will be provided to enable persons with disabilities to effectively participate in any public meetings of the Board. Please contact the Village Administrative Office (847.883.8600) 48 hours in advance if you need special accommodations to attend. Regular Village Board Meetings will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so.*

**CALL TO ORDER**

**1.0 ROLL CALL**

**2.0 APPROVAL OF MINUTES**

2.1 Approval of the November 23, 2015 Regular Village Board Meeting Minutes

**3.0 REPORTS OF OFFICERS**

3.1 Mayor's Report

3.11 Approval of Public Comment Rules (Village of Lincolnshire)

3.2 Village Clerk's Report

3.3 Village Treasurer's Report

3.31 Revenues and Expenditures for the Months of October and November, 2015

3.4 Village Manager's Report

**4.0 PAYMENT OF BILLS**

4.1 Bills Presented for Payment on December 14, 2015 in the amount of \$763,848.63.

**5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only)**

**6.0 PETITIONS AND COMMUNICATIONS**

**7.0 CONSENT AGENDA**

*Items on the Consent Agenda will be approved by one motion. If a Trustee wishes to discuss any item, it will be pulled from the Consent Agenda and discussed under "Unfinished Business".*

7.1 Approval of of an Ordinance Economic Development and Worker Empowerment by Regulation of Involuntary Payroll Deductions for Private Sector Workers in the Village of Lincolnshire (Village of Lincolnshire)

7.2 Approval of the 2016 Village Calendar and Meeting Schedule (Village of Lincolnshire)

- 7.3 Approval of Supplemental Appropriation Ordinance of the Village of Lincolnshire, Illinois for the Fiscal Year Beginning January 1, 2015 and Ending, December 31, 2015 (Village of Lincolnshire)
- 7.4 Approval of the Fiscal Year 2016 Budget
- 7.5 Approval of an Ordinance Levying Taxes for Corporate Purposes of the Village of Lincolnshire, Lake County, Illinois for Fiscal Year January 1, 2016 and Ending December 31, 2016 (Village of Lincolnshire)
- 7.6 Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2015 to Pay Debt Service on Several Notes of the Village of Lincolnshire, Lake County, Illinois (Village of Lincolnshire)
- 7.7 Approval of an Ordinance Abating and Reducing Certain Taxes Heretofore Levied to Pay Debt Service on Special Service Area (SSA) Bonds of the Village of Lincolnshire, Lake County, Illinois (Sedgebrook Special Service Area Number 1 Special Tax Bonds)
- 7.8 Approval of an Ordinance Abating Certain Taxes Heretofore Levied for the Westminster Way Transportation Special Service Area Number 1A (Village of Lincolnshire)
- 7.9 Approval of Professional Service Agreements for Fiscal Year 2016
- 7.10 Approval of Ordinance Amending Chapter 15 of Title 1- Comprehensive Fee Schedule of the Lincolnshire Village Code Related to the Establishment of Fees and Charges for Service (Water and Sewer Connection Charges and Rate) (Village of Lincolnshire)
- 7.11 Consideration and Discussion of Park Board Recommendation to Approve a Lincolnshire Sports Association (LSA) Request to Host Two "Skate Nights" in January/February 2016 at North Park (Lincolnshire Sports Association)
- 8.0 **ITEMS OF GENERAL BUSINESS**
  - 8.1 Planning, Zoning & Land Use
    - 8.11 Approval of Variations to Title 12, Sign Control, of the Lincolnshire Village Code for permanent identification signage and temporary signage for the 86-unit Camberley Club townhome Planned Unit Development (Pulte Home Corporation)
  - 8.2 Finance and Administration
    - 8.21 Approval of an Ordinance Amending Chapter 2 of Title 8 – of the Lincolnshire Village Code Pertaining to Village Water and Sewer Regulations (Waiver of Second Reading – Village of Lincolnshire)
  - 8.3 Public Works
  - 8.4 Police
  - 8.5 Parks and Recreation

8.6 Judiciary and Personnel

- 9.0 **REPORTS OF SPECIAL COMMITTEES**
- 10.0 **UNFINISHED BUSINESS**
- 11.0 **NEW BUSINESS**
- 12.0 **ADJOURNMENT**



One Olde Half Day Road  
Lincolnshire, IL 60069  
[www.lincolnshireil.gov](http://www.lincolnshireil.gov)



2.1

**MINUTES  
REGULAR VILLAGE BOARD MEETING  
Monday, November 23, 2015**

Present:

Mayor Brandt

~~Trustee Grujanac~~

Trustee McDonough

Trustee Leider

Village Attorney Christensen

Chief of Police Kinsey

Village Treasurer/Finance Director Peterson

Village Planner Robles

Management Analyst Shoukry

Trustee Feldman

Trustee Hancock

Trustee Servi

Village Clerk-Mastandrea

Village Manager Burke

~~Public Works Director Woodbury~~

Community & Economic Development

Director McNellis

**ROLL CALL**

Mayor Brandt called the meeting to order at 7:00 p.m., and Village Clerk Mastandrea called the Roll.

**2.1 Approval of the November 9, 2015 Regular Village Board Meeting Minutes**

Trustee McDonough moved and Trustee Feldman seconded the motion to approve the minutes of the Regular Village Board Meeting of November 9, 2015 as presented. The roll call vote was as follows: AYES: Trustees McDonough, Feldman, Hancock, Servi and Leider. NAYS: None. ABSENT: Trustee Grujanac. ABSTAIN: None. Mayor Brandt declared the motion carried.

**3.0 REPORTS OF OFFICERS**

3.1 Mayor's Report

**3.11 Consideration of Appointment of Trustee Gerard Leider as Village Board Liaison to the Police Pension Board and Howard Baskin to the Architectural Review Board.**

Mayor Brandt noted she would like to appoint Trustee Gerard Leider as the Village Board Liaison to the Police Pension Board. Mayor Brandt noted Trustee Leider has a background in compensation and finance making this a good addition to the Police Pension Board.

Mayor Brandt noted she would like to appoint Mr. Howard Baskin to the Architectural Review Board. Trustee Hancock interviewed Mr. Baskin and noted the benefits of having Mr. Baskin on the Architectural Review Board as a fairly new resident to Lincolnshire.

Trustee Feldman moved and Trustee Hancock seconded the motion appointing Trustee Gerard Leider as Village Board Liaison to the

Police Pension Board and Mr. Howard Baskin to the Architectural Review Board. The roll call vote was as follows: AYES: Trustees Servi, Feldman, McDonough, and Hancock. NAYS: None. ABSENT: Trustee Grujanac. ABSTAIN: Trustee Leider. Mayor Brandt declared the motion carried.

3.2 Village Clerk's Report - None

3.3 Village Treasurer's Report - None

3.4 Village Manager's Report

**3.41 Holiday Tree Lighting**

Village Manager Burke noted the Holiday Tree Lighting is scheduled for Saturday, December 5, 2015 from 5:30 – 6:30 p.m. at the Village Green.

**3.42 Snow Event**

Village Manager Burke thanked Public Works for their efforts with the snow event that took place the previous weekend. Davey Tree is the contractor working in the village to remove downed branches as a result of the snow.

Trustee McDonough noted a power outage in the Village was the result of the snow event and asked if power had been restored to all residents. Village Manager Burke stated all power has been restored.

**4.0 PAYMENT OF BILLS**

**4.1 Bills Presented for Payment on November 23, 2015 in the amount of \$549,018.24**

Finance Director/Treasurer Peterson stated since the deployment of the new BS&A Software, the supporting detailed reporting format of the bills has not yet been finalized. Finance Director/Treasurer Peterson encouraged Village Board members to provide feedback on any changes or suggested format options for the bill report.

Finance Director/Treasurer Peterson provided a summary of the November 23, 2015 bills prelist presented for payment with the total being \$549,018.24. The total amount is based on \$224,600 for the General Fund; \$221,400 for Water & Sewer Fund; \$700 for Retirement Fund; \$75,000 for Water & Sewer Improvement Fund; \$12,600 for Vehicle Maintenance; \$900 for E911; \$100 for Park Development Fund; \$1,200 for SSA Traffic Signal; and \$12,500 for the General Capital Fund.

Trustee McDonough moved and Trustee Servi seconded the motion to approve the bills prelist as presented. The roll call vote was as follows: AYES: Trustees Feldman, McDonough, Hancock, Servi and Leider. NAYS: None. ABSENT: Trustee Grujanac. ABSTAIN: None. Mayor Brandt declared the motion carried.

**5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only)**

**6.0 PETITIONS AND COMMUNICATIONS**

## **7.0 CONSENT AGENDA**

### **7.1 Approval of Architectural Review Board Recommendation Regarding Updates to Lincolnshire Design Guidelines for Construction and Development along Major Thoroughfares (Village of Lincolnshire)**

### **7.2 Approval of an Amendment to Section 3-3-2-6 of Title 3-3, Liquor Control, for the Creation and Issuance of Class “N” and Class “J” Liquor License for Half Day Brewing, LLC (Half Day Brewing Company)**

Trustee McDonough moved and Trustee Feldman seconded the motion to approve the Consent Agenda. The roll call vote was as follows: AYES: Trustees McDonough, Hancock, Servi, Feldman and Leider. NAYS: None. ABSENT: Trustee Grujanac. ABSTAIN: None. The Mayor declared the motion carried.

## **8.0 ITEMS OF GENERAL BUSINESS**

### **8.1 Planning, Zoning & Land Use**

#### **8.11 Consideration of Architectural Review Board recommendation to approve a request to revise approved plans to permit change in color scheme and center name related to Ordinance No. 13-3298-24, granting ground sign variations for the Tri-State International Office Center (GA Tri-State Office Park LLC)**

Community & Economic Development Director McNellis provided a summary of the Architectural Review Board recommendation to approve a request to revise approved plans to permit change in color scheme, granting ground sign variations for the Tri-State International Office Center. Community & Economic Development Director noted there are no proposed changes to the size or materials for the existing signs which were installed in the past couple of years. The petitioner is simply seeking to change the sign colors and sign content to reflect CDW as the new major tenant in the Tri-State International Office Center.

Mr. Ted Garnett from Garnett Architects provided a presentation regarding the proposal for revising Tri-State signage.

Trustee Feldman moved and Trustee Hancock seconded the motion to approve the Architectural Review Board recommendation to approve a request to revise approved plans to permit change in color scheme and center name related to Ordinance No. 13-3298-24, granting ground sign variations for the Tri-State International Office Center. The roll call vote was as follows: AYES: Trustees McDonough, Hancock, Servi, Feldman and Leider. NAYS: None. ABSENT: Trustee Grujanac. ABSTAIN: None. The Mayor declared the motion carried.

#### **8.12 Consideration of Building Permit fee waiver request pursuant to Section 5-3-2(A) of the Village Code, for a parking lot lighting project at 201 Riverwoods Road (Village Church of Lincolnshire)**

Community & Economic Development Director McNellis provided a summary of the request for fee waiver from Village Church of Lincolnshire for a parking lot lighting project.

Trustee McDonough moved and Trustee Servi seconded the motion to approve Building Permit fee waiver request pursuant to Section 5-3-2(A) of the Village Code, for a parking lot lighting project at 201 Riverwoods Road. The roll call vote was as follows: AYES: Trustees McDonough, Hancock, Servi, Feldman and Leider. NAYS: None. ABSENT: Trustee Grujanac. ABSTAIN: None. The Mayor declared the motion carried.

8.3 Public Works

**8.31 Consideration of Acceptance of Public Improvements for the Forest View Subdivision (Village of Lincolnshire)**

Village Manager Burke provided information related to consideration of acceptance of Public Improvements for the Forest View Subdivision noting all Forest View improvement have been completed and were ready for acceptance at the time the Village Board reduced the letter of credit to the three-year maintenance period amount back at the July 27, 2015 Village Board meeting. Unfortunately, at that time, the Village Board was not asked to accept the public improvements. Tonight's action is simply to correct an action that should have been done in July.

Trustee McDonough moved and Trustee Hancock seconded the motion to accept the Public Improvements for the Forest View Subdivision. The roll call vote was as follows: AYES: Trustees McDonough, Hancock, Servi, Feldman and Leider. NAYS: None. ABSENT: Trustee Grujanac. ABSTAIN: None. The Mayor declared the motion carried.

8.4 Police

8.5 Parks and Recreation

8.6 Judiciary and Personnel

**9.0 REPORTS OF SPECIAL COMMITTEES**

**10.0 UNFINISHED BUSINESS**

**11.0 NEW BUSINESS**

**12.0 EXECUTIVE SESSION**

**13.0 ADJOURNMENT**

Trustee Hancock moved and Trustee Feldman seconded the motion to adjourn. The voice vote was unanimous and Mayor Brandt declared the meeting adjourned at 7:15 p.m.

Respectfully submitted,  
**VILLAGE OF LINCOLNSHIRE**

Barbara Mastandrea  
Village Clerk

**Village of Lincolnshire  
Rules for Public Comment**

A. At the start of the period for public comment the Mayor or acting chairperson will advise the public:

1. the amount of time permitted for public comment;
2. that all speakers shall state their names and whether they are a resident or represent a Village business before addressing the Village Board; and
3. to avoid repetitive comments, testimony, and general questions.

B. Each person will be permitted to speak one time only, unless the Mayor or acting chairperson determines that allowing a speaker to address the Village Board again will contribute new testimony or evidence germane to an issue on the agenda for that meeting.

C. All comments from the public will be limited to two (2) minutes per person. No person may assign their time to any other person.

D. The total time available for public comment during any meeting shall be limited to 30 minutes unless the Village Board waives the rule prior to the commencement of the time for public comment. If the Village Board finds there are more numerous requests to make public comment than time will permit, the Village Board shall make an effort to ensure an equal amount of time for comments in favor and against the subject matter of the comments. The Village Board shall not be required to allow every person who wishes to address the Village Board to do so, so long as the Village Board finds that representative comments have been presented for each side of an issue subject to debate. Any person who is not allowed to make remarks during public comment shall be permitted to submit written comment to the Village Manager either before or after

the time for public comment by visiting the following link: <http://village.lincolnshire.il.us/government/village-staff>.

E. All comments must be civil in nature. Any person who engages in threatening, slanderous or disorderly behavior when addressing the Village Board shall be deemed out-of-order by the Mayor or acting chairperson and his or her time to address the Village Board at said meeting shall end. Repeated or extraordinary occurrences of disorderly conduct shall be grounds for the Mayor or acting chairperson to cause the offending person to be removed from the meeting room.

**Citations in Support of Rules:**

- Any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body. 5 ILCS 120/2.06(g)
- A rule allowing a total of 30 minutes for public comment and limiting each speaker to two minutes is reasonable. (2011 PAC 12740.)
- A rule providing only one opportunity to speak per speaker is also reasonable. (2011 PAC 17388.)
- While a public body must ensure the citizen's right to speak at a meeting, it also is invested with authority to proscribe reasonable rules to govern meeting decorum and procedure. (2012 PAC 18294.)
- Removal of a person from a meeting for threatening the mayor and disrupting the board meeting is not a violation of the OMA. (2011 PAC 17370 and 2011 PAC 18356.)
- A policy that allows comment at the beginning and end of a meeting, but not during agenda items, is reasonable. (2011 PAC 13082.)

4840-4709-1243, v. 2

DRAFT



VILLAGE OF LINCOLNSHIRE PERIOD ENDING 10/31/2015  
REVENUE / EXPENSE BUDGET SUMMARY FISCAL YEAR 2015

	2014 Year-To-Date			2015 Year-To-Date		
	Revenue	Expense	OVER/(UNDER)	REVENUE	EXPENSE	OVER/(UNDER)
<b>GENERAL FUND</b>						
Revenue	9,220,603			9,553,716		
Administration		210,950			238,776	
Finance		222,035			222,174	
Police		2,449,059			2,576,090	
Community & Economic Dev.		407,810			711,467	
Insurance & Common		877,503			1,020,772	
PW: Administration		143,198			163,050	
PW: Streets		791,711			794,778	
PW: Parks & Open Space		992,619			1,057,530	
Buildings & Grounds		142,063			109,670	
Debt & Transfers		3,688,873			1,478,882	
<b>TOTAL GENERAL FUND</b>	<b>\$ 9,220,603</b>	<b>\$ 9,925,820</b>	<b>\$ (705,218)</b>	<b>\$ 9,553,716</b>	<b>\$ 8,373,188</b>	<b>\$ 1,180,528</b>
<b>ENTERPRISE FUNDS</b>						
Water & Sewer Revenue	3,148,341			3,167,864		
Water & Sewer Administration		500,198			509,058	
Public Works Operating		2,603,839			2,568,931	
Water & Sewer Improvements	313,924	366,224		1,049,282	1,216,666	
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$ 3,462,265</b>	<b>\$ 3,470,261</b>	<b>\$ (7,995)</b>	<b>\$ 4,217,146</b>	<b>\$ 4,294,655</b>	<b>\$ (77,509)</b>
<b>NON-OPERATING FUNDS</b>						
Motor Fuel Tax	217,574	170,049	47,525	106,582	175,000	(68,418)
Retirement	858,708	537,182	321,526	821,354	556,511	264,843
Fraud Alcohol Drug Enforcement	14,054	10,639	3,415	11,910	11,627	283
Vehicle Maintenance	380,000	375,149	4,851	430,000	342,930	87,070
E-911	270,401	235,991	34,410	287,130	267,513	19,618
Park Development	88,329	9,495	78,834	20,255	120	20,135
Traffic Signals SSA	16	-	16	14	2,440	(2,425)
General Capital	3,110,772	965,905	2,144,867	70,773	1,251,770	(1,180,996)
<b>TOTAL NON-OPERATING FUNDS</b>	<b>\$ 4,939,855</b>	<b>\$ 2,304,410</b>	<b>\$ 2,635,444</b>	<b>\$ 1,748,019</b>	<b>\$ 2,607,910</b>	<b>\$ (859,891)</b>
<b>TRUST FUNDS</b>						
Police Pension Fund**	1,105,929	809,414	296,515	929,360	886,040	43,319
Sedgebrook SSA	1,174,985	1,159,168	15,818	1,174,728	1,152,523	22,205
<b>TOTAL TRUST FUNDS</b>	<b>\$ 2,280,915</b>	<b>\$ 1,968,581</b>	<b>\$ 312,333</b>	<b>\$ 2,104,087</b>	<b>\$ 2,038,563</b>	<b>\$ 65,525</b>

\*\*The Police Pension Board contracts their accounting services resulting in a reporting delay. Amounts are as of 10/31/15.

**VILLAGE OF LINCOLNSHIRE**  
**REVENUES AND EXPENSES BY FUND**  
**October 31, 2015**  
**83.3% of Fiscal Year is Complete**

Annual Budget	Year-to-Date	% Used	Significant Facts
---------------	--------------	--------	-------------------

**GENERAL FUND**

**REVENUES**

Taxes	9,683,000	8,511,354	87.9%	Room & Adm (104.9%), Sales Tax (95.5%) Real Estate Transfer (159.9%)
Licenses & Fees	580,500	577,038	99.4%	Bldg Permits (\$289,335) Bldg Permits= 45% of Licenses & Fees
Fines & Forfeitures	380,000	223,048	58.7%	
Allotments, Grants	189,450	177,712	93.8%	
Miscellaneous	32,000	30,349	94.8%	
Other Income	22,000	34,215	155.5%	
<b>TOTAL REVENUES</b>	<b>\$ 10,886,950</b>	<b>\$ 9,553,716</b>	<b>87.8%</b>	

**EXPENSES**

Personal Services	252,300	199,721	79.2%	
Contractual Services	5,500	0	0.0%	
Other Charges	49,900	39,054	78.3%	
<b>Administration</b>	<b>307,700</b>	<b>238,776</b>	<b>77.6%</b>	
Personal Services	236,450	199,768	84.5%	
Contractual Services	20,405	18,920	92.7%	
Other Charges	5,675	3,486	61.4%	
<b>Finance</b>	<b>262,530</b>	<b>222,174</b>	<b>84.6%</b>	
Personal Services	2,699,000	2,225,555	82.5%	
Contractual Services	185,500	117,734	63.5%	
Commodities	18,700	9,242	49.4%	
Other Charges	90,400	72,375	80.1%	
Pension Benefits	0	0	100%	
Capital Outlay	2,000	683	34.2%	
Transfer Out- VMF	193,850	150,500	77.6%	
<b>Police</b>	<b>3,189,450</b>	<b>2,576,090</b>	<b>80.8%</b>	
Personal Services	456,000	383,494	84.1%	
Contractual Services	5,350	43,466	812.4%	
Other Charges	588,850	280,208	47.6%	
Transfer Out- VMF	5,500	4,300	78.2%	
<b>Community &amp; Economic Dev.</b>	<b>1,055,700</b>	<b>711,467</b>	<b>67.4%</b>	
Contractual Services	1,275,240	981,317	77.0%	
Commodities	15,840	9,256	58.4%	
Other Charges	11,750	11,783	100.3%	
Capital Outlay	96,935	18,415	19.0%	
Other Expenses	0	0	100%	
<b>Insurance &amp; Common</b>	<b>1,399,765</b>	<b>1,020,772</b>	<b>72.9%</b>	
<b>Public Works</b>				
Personal Services	143,100	96,691	67.6%	
Contractual Services	57,500	55,917	97.2%	
Other Charges	10,450	10,442	99.9%	
Capital Outlay	1,000	0	0.0%	
<b>Admin</b>	<b>212,050</b>	<b>163,050</b>	<b>76.9%</b>	
Personal Services	453,150	393,970	86.9%	
Contractual Services	319,900	188,793	59.0%	
Commodities	105,000	74,042	70.5%	
Other Charges	20,525	8,972	43.7%	
Transfer Out- VMF	166,100	129,000	77.7%	
<b>Streets</b>	<b>1,064,675</b>	<b>794,778</b>	<b>74.6%</b>	

	Annual Budget	Year-to-Date	% Used	Significant Facts
--	---------------	--------------	--------	-------------------

Personal Services	506,850	411,086	81.1%	
Contractual Services	664,000	485,348	73.1%	
Commodities	55,600	48,889	87.9%	
Other Charges	15,025	10,984	73.1%	
Parks Paths Capital Assets	10,000	2,322	23.2%	
Transfer Out- VMF	127,400	98,900	77.6%	
<b>Parks &amp; Open Space</b>	<b>1,378,875</b>	<b>1,057,530</b>	<b>76.7%</b>	
Contractual Services	110,200	86,722	78.7%	
Commodities	22,100	13,464	60.9%	
Total Other Charges	5,600	5,184	92.6%	
Transfer Out- VMF	5,500	4,300	78.2%	
<b>Buildings &amp; Grounds</b>	<b>143,400</b>	<b>109,670</b>	<b>76.5%</b>	
Debt	481,582	481,582	100.0%	
Transfers	1,391,223	997,300	71.7%	
<b>Debt &amp; Transfers</b>	<b>1,872,805</b>	<b>1,478,882</b>	<b>79.0%</b>	
<b>TOTAL EXPENSES</b>	<b>\$ 10,886,950</b>	<b>\$ 8,373,188</b>	<b>76.9%</b>	

### WATER & SEWER FUND

#### REVENUES

Licenses & Fees	3,908,000	3,152,157	80.7%	
Miscellaneous	6,000	14,098	235.0%	
Other Income	2,500	1,609	64.4%	
<b>TOTAL REVENUES</b>	<b>\$ 3,916,500</b>	<b>\$ 3,167,864</b>	<b>80.9%</b>	

#### EXPENSES

Personal Services	193,250	152,029	78.7%	
Contractual Services	296,590	239,876	80.9%	
Commodities	1,760	1,028	58.4%	
Other Charges	3,450	2,444	70.8%	
Taxes	46,400	36,860	79.4%	FICA Taxes
Transfer Out- Retire Fund- IMRF	94,250	76,821	81.5%	
<b>Administration</b>	<b>635,700</b>	<b>509,058</b>	<b>80.1%</b>	
Personal Services	428,900	339,137	79.1%	
Contractual Services	3,013,500	2,160,467	71.7%	
Commodities	24,350	22,039	90.5%	
Other Charges	6,900	4,288	62.2%	
Capital Outlay	27,000	0	0.0%	
Transfers	55,400	43,000	77.6%	
<b>Operating</b>	<b>3,556,050</b>	<b>2,568,931</b>	<b>72.2%</b>	
<b>TOTAL EXPENSES</b>	<b>\$ 4,191,750</b>	<b>\$ 3,077,989</b>	<b>73.4%</b>	

### WATER & SEWER IMPROVEMENT FUND

#### REVENUES

Licenses & Fees	280,000	50,545	18.1%	
Miscellaneous Revenue	0	0	100%	
Other/Interest	2,000	1,437	71.8%	
Transfer In: General Fund	716,300	997,300	139.2%	
<b>TOTAL REVENUES</b>	<b>\$ 998,300</b>	<b>\$ 1,049,282</b>	<b>105.1%</b>	

#### EXPENSES

W&S Improv. Expenses	1,957,300	1,216,666	62.2%	
<b>TOTAL EXPENSES</b>	<b>\$ 1,957,300</b>	<b>\$ 1,216,666</b>	<b>62.2%</b>	

Annual Budget	Year-to-Date	% Used	Significant Facts
---------------	--------------	--------	-------------------

### **MOTOR FUEL TAX FUND**

#### **REVENUES**

Allotments & Grants	182,000	106,201	58.4%
Other Income	200	380	190.1%
<b>TOTAL REVENUES</b>	<b>\$ 182,200</b>	<b>\$ 106,582</b>	<b>58.5%</b>

#### **EXPENSES**

Capital Projects	175,000	175,000	100.0%
<b>TOTAL EXPENSES</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>100.0%</b>

### **RETIREMENT FUND**

#### **REVENUES**

Taxes	798,980	717,231	89.8%	Property Taxes
Other Income	155	6,800	4386.9%	
Transfer In from Other Funds	118,670	97,323	82.0%	Employer Contributions from other funds
<b>TOTAL REVENUES</b>	<b>\$ 917,805</b>	<b>\$ 821,354</b>	<b>89.5%</b>	

#### **EXPENSES**

Retirement Expenses	917,805	556,511	60.6%
<b>TOTAL EXPENSES</b>	<b>\$ 917,805</b>	<b>\$ 556,511</b>	<b>60.6%</b>

### **FRAUD, ALCOHOL & DRUG ENFORCEMENT FUND**

#### **REVENUES**

Fines & Forfeitures	0	11,910	100%
<b>TOTAL REVENUES</b>	<b>\$ -</b>	<b>\$ 11,910</b>	<b>100%</b>

#### **EXPENSES**

Enforcement Expenses	59,418	11,627	19.6%
<b>TOTAL EXPENSES</b>	<b>\$ 59,418</b>	<b>\$ 11,627</b>	<b>19.6%</b>

### **VEHICLE MAINTENANCE FUND**

#### **REVENUES**

Transfer In from Other Funds	553,750	430,000	77.7%
<b>TOTAL REVENUES</b>	<b>\$ 553,750</b>	<b>\$ 430,000</b>	<b>77.7%</b>

#### **EXPENSES**

Personal Services	158,120	130,761	82.7%	
Contractual Services	136,150	89,113	65.5%	
Commodities	216,200	86,437	40.0%	
Other Charges	9,100	6,068	66.7%	
Taxes	12,500	10,048	80.4%	FICA Taxes
Transfer Out- IMRF	24,420	20,502	84.0%	
<b>TOTAL EXPENSES</b>	<b>\$ 556,490</b>	<b>\$ 342,930</b>	<b>61.6%</b>	

### **E911 FUND**

#### **REVENUES**

Taxes	300,000	286,878	95.6%
Other Income	200	252	126.2%
<b>TOTAL REVENUES</b>	<b>\$ 300,200</b>	<b>\$ 287,130</b>	<b>95.6%</b>

#### **EXPENSES**

Contractual Services	300,200	267,513	89.1%
<b>TOTAL EXPENSES</b>	<b>\$ 300,200</b>	<b>\$ 267,513</b>	<b>89.1%</b>

### **PARK DEVELOPMENT FUND**

#### **REVENUES**

Other Income	100	20,255	20255.2%
<b>TOTAL REVENUES</b>	<b>\$ 100</b>	<b>\$ 20,255</b>	<b>20255.2%</b>

#### **EXPENSES**

Capital Outlay	30,000	120	0.4%
<b>TOTAL EXPENSES</b>	<b>\$ 30,000</b>	<b>\$ 120</b>	<b>0.4%</b>

Annual Budget	Year-to-Date	% Used	Significant Facts
---------------	--------------	--------	-------------------

### **TRAFFIC SIGNAL SSA**

#### **REVENUES**

Other Income	0	14	100%
<b>TOTAL REVENUES</b>	<b>\$ -</b>	<b>\$ 14</b>	<b>100%</b>

#### **EXPENSES**

Professional Services	9,500	2,440	25.7%
<b>TOTAL EXPENSES</b>	<b>\$ 9,500</b>	<b>\$ 2,440</b>	<b>25.7%</b>

### **GENERAL CAPITAL**

#### **REVENUES**

Grants	422,000	12,272	2.9%
Other Income	1,200,000	58,502	4.9%
Transfers	393,923	0	0.0%
<b>TOTAL REVENUES</b>	<b>\$ 2,015,923</b>	<b>\$ 70,773</b>	<b>3.5%</b>

#### **EXPENSES**

Police	196,500	88,837	45.2%
Community & Eco Dev	42,400	14,504	34.2%
Insurance & Common	78,870	22,926	29.1%
PW Streets	1,138,380	836,884	73.5%
PW Prks & Opn Spc	987,000	213,571	21.6%
PW Buildings	374,000	75,048	20.1%
<b>TOTAL EXPENSES</b>	<b>\$ 2,817,150</b>	<b>\$ 1,251,770</b>	<b>44.4%</b>

### **POLICE PENSION FUND\*\***

#### **REVENUES**

Taxes	623,300	608,028	97.5%	Property Taxes
Employee Contributions	213,600	175,241	82.0%	
Other Income	375,000	146,091	39.0%	Investment Income
<b>TOTAL REVENUES</b>	<b>\$ 1,211,900</b>	<b>\$ 929,360</b>	<b>76.7%</b>	

#### **EXPENSES**

Contractual Services	107,600	78,269	72.7%
Other Charges	9,000	4,787	
Pension Benefits	1,095,300	802,985	
<b>TOTAL EXPENSES</b>	<b>\$ 1,211,900</b>	<b>\$ 886,040</b>	<b>73.1%</b>

*\*\*The Police Pension Board contracts their accounting services resulting in a reporting delay. Amounts are as of 10/31/15.*

### **SEDGEBROOK SSA**

#### **REVENUES**

Taxes	1,161,600	1,159,717	99.8%	
Other Revenue	18,000	15,011	83.4%	Interest Income
<b>TOTAL REVENUES</b>	<b>\$ 1,179,600</b>	<b>\$ 1,174,728</b>	<b>99.6%</b>	

#### **EXPENSES**

Professional Services	18,350	2,054	11.2%
Bond Payments	1,161,250	1,150,469	99.1%
<b>TOTAL EXPENSES</b>	<b>\$ 1,179,600</b>	<b>\$ 1,152,523</b>	<b>97.7%</b>



VILLAGE OF LINCOLNSHIRE PERIOD ENDING 11/30/2015  
REVENUE / EXPENSE BUDGET SUMMARY FISCAL YEAR 2015

	2014 Year-To-Date			2015 Year-To-Date		
	Revenue	Expense	OVER/(UNDER)	REVENUE	EXPENSE	OVER/(UNDER)
<b>GENERAL FUND</b>						
Revenue	9,984,906			10,409,404		
Administration		232,925			259,416	
Finance		239,670			240,608	
Police		2,670,120			2,786,187	
Community & Economic Dev.		442,192			753,277	
Insurance & Common		947,169			1,084,936	
PW: Administration		170,780			177,605	
PW: Streets		877,578			890,197	
PW: Parks & Open Space		1,144,995			1,138,719	
Buildings & Grounds		148,926			118,115	
Debt & Transfers		3,688,873			1,478,882	
<b>TOTAL GENERAL FUND</b>	<b>\$ 9,984,906</b>	<b>\$ 10,563,227</b>	<b>\$ (578,321)</b>	<b>\$ 10,409,404</b>	<b>\$ 8,927,942</b>	<b>\$ 1,481,462</b>
<b>ENTERPRISE FUNDS</b>						
Water & Sewer Revenue	3,467,263			3,546,368		
Water & Sewer Administration		536,435			547,273	
Public Works Operating		2,902,834			2,811,193	
Water & Sewer Improvements	320,866	371,815		1,052,754	1,291,671	
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$ 3,788,130</b>	<b>\$ 3,811,084</b>	<b>\$ (22,954)</b>	<b>\$ 4,599,122</b>	<b>\$ 4,650,137</b>	<b>\$ (51,015)</b>
<b>NON-OPERATING FUNDS</b>						
Motor Fuel Tax	233,371	170,049	63,322	106,600	175,000	(68,400)
Retirement	869,360	585,542	283,818	840,532	608,175	232,358
Fraud Alcohol Drug Enforcement	20,314	10,639	9,675	12,610	11,627	983
Vehicle Maintenance	380,000	420,419	(40,419)	430,000	373,291	56,709
E-911	290,728	262,841	27,887	307,249	268,413	38,836
Park Development	88,348	9,503	78,845	20,277	200	20,077
Traffic Signals SSA	17	-	17	16	3,659	(3,644)
General Capital	3,110,772	1,428,655	1,682,117	98,773	1,289,879	(1,191,106)
<b>TOTAL NON-OPERATING FUNDS</b>	<b>\$ 4,992,911</b>	<b>\$ 2,887,649</b>	<b>\$ 2,105,262</b>	<b>\$ 1,816,058</b>	<b>\$ 2,730,244</b>	<b>\$ (914,186)</b>
<b>TRUST FUNDS</b>						
Police Pension Fund**	1,292,199	909,426	382,773	929,360	886,040	43,319
Sedgebrook SSA	1,176,552	1,159,471	17,081	1,176,292	1,152,523	23,770
<b>TOTAL TRUST FUNDS</b>	<b>\$ 2,468,751</b>	<b>\$ 2,068,897</b>	<b>\$ 399,854</b>	<b>\$ 2,105,652</b>	<b>\$ 2,038,563</b>	<b>\$ 67,089</b>

\*\*The Police Pension Board contracts their accounting services resulting in a reporting delay. Amounts are as of 10/31/15.

**VILLAGE OF LINCOLNSHIRE**  
**REVENUES AND EXPENSES BY FUND**  
**November 30, 2015**  
**91.7% of Fiscal Year is Complete**

	Annual Budget	Year-to-Date	% Used	Significant Facts
<b>GENERAL FUND</b>				
<b>REVENUES</b>				
Taxes	9,683,000	9,258,194	95.6%	Room & Adm (104.9%), Sales Tax (95.5%) Real Estate Transfer (159.9%)
Licenses & Fees	580,500	649,168	111.8%	Bldg Permits (\$289,335) Bldg Permits= 45% of Licenses & Fees
Fines & Forfeitures	380,000	241,880	63.7%	
Allotments, Grants	189,450	195,096	103.0%	
Miscellaneous	32,000	35,625	111.3%	
Other Income	22,000	29,441	133.8%	
<b>TOTAL REVENUES</b>	<b>\$ 10,886,950</b>	<b>\$ 10,409,404</b>	<b>95.6%</b>	
<b>EXPENSES</b>				
Personal Services	252,300	218,427	86.6%	
Contractual Services	5,500	0	0.0%	
Other Charges	49,900	40,989	82.1%	
<b>Administration</b>	<b>307,700</b>	<b>259,416</b>	<b>84.3%</b>	
Personal Services	236,450	218,176	92.3%	
Contractual Services	20,405	18,946	92.8%	
Other Charges	5,675	3,486	61.4%	
<b>Finance</b>	<b>262,530</b>	<b>240,608</b>	<b>91.6%</b>	
Personal Services	2,699,000	2,430,419	90.0%	
Contractual Services	185,500	122,163	65.9%	
Commodities	18,700	9,265	49.5%	
Other Charges	90,400	73,156	80.9%	
Pension Benefits	0	0	100%	
Capital Outlay	2,000	683	34.2%	
Transfer Out- VMF	193,850	150,500	77.6%	
<b>Police</b>	<b>3,189,450</b>	<b>2,786,187</b>	<b>87.4%</b>	
Personal Services	456,000	418,410	91.8%	
Contractual Services	5,350	50,233	938.9%	
Other Charges	588,850	280,334	47.6%	
Transfer Out- VMF	5,500	4,300	78.2%	
<b>Community &amp; Economic Dev.</b>	<b>1,055,700</b>	<b>753,277</b>	<b>71.4%</b>	
Contractual Services	1,275,240	1,044,440	81.9%	
Commodities	15,840	10,298	65.0%	
Other Charges	11,750	11,783	100.3%	
Capital Outlay	96,935	18,415	19.0%	
Other Expenses	0	0	100%	
<b>Insurance &amp; Common</b>	<b>1,399,765</b>	<b>1,084,936</b>	<b>77.5%</b>	
<b>Public Works</b>				
Personal Services	143,100	102,396	71.6%	
Contractual Services	57,500	63,992	111.3%	
Other Charges	10,450	10,535	100.8%	
Capital Outlay	1,000	681	68.1%	
<b>Admin</b>	<b>212,050</b>	<b>177,605</b>	<b>83.8%</b>	
Personal Services	453,150	438,754	96.8%	
Contractual Services	319,900	231,802	72.5%	
Commodities	105,000	81,486	77.6%	
Other Charges	20,525	9,155	44.6%	
Transfer Out- VMF	166,100	129,000	77.7%	
<b>Streets</b>	<b>1,064,675</b>	<b>890,197</b>	<b>83.6%</b>	

	Annual Budget	Year-to-Date	% Used	Significant Facts
--	---------------	--------------	--------	-------------------

Personal Services	506,850	450,548	88.9%	
Contractual Services	664,000	525,591	79.2%	
Commodities	55,600	50,171	90.2%	
Other Charges	15,025	11,187	74.5%	
Parks Paths Capital Assets	10,000	2,322	23.2%	
Transfer Out- VMF	127,400	98,900	77.6%	
<b>Parks &amp; Open Space</b>	<b>1,378,875</b>	<b>1,138,719</b>	<b>82.6%</b>	
Contractual Services	110,200	94,551	85.8%	
Commodities	22,100	14,019	63.4%	
Total Other Charges	5,600	5,245	93.7%	
Transfer Out- VMF	5,500	4,300	78.2%	
<b>Buildings &amp; Grounds</b>	<b>143,400</b>	<b>118,115</b>	<b>82.4%</b>	
Debt	481,582	481,582	100.0%	
Transfers	1,391,223	997,300	71.7%	
<b>Debt &amp; Transfers</b>	<b>1,872,805</b>	<b>1,478,882</b>	<b>79.0%</b>	
<b>TOTAL EXPENSES</b>	<b>\$ 10,886,950</b>	<b>\$ 8,927,942</b>	<b>82.0%</b>	

### **WATER & SEWER FUND**

#### **REVENUES**

Licenses & Fees	3,908,000	3,529,611	90.3%	
Miscellaneous	6,000	14,988	249.8%	
Other Income	2,500	1,769	70.8%	
<b>TOTAL REVENUES</b>	<b>\$ 3,916,500</b>	<b>\$ 3,546,368</b>	<b>90.5%</b>	

#### **EXPENSES**

Personal Services	193,250	165,098	85.4%	
Contractual Services	296,590	254,699	85.9%	
Commodities	1,760	1,144	65.0%	
Other Charges	3,450	2,638	76.4%	
Taxes	46,400	39,922	86.0%	FICA Taxes
Transfer Out- Retire Fund- IMRF	94,250	83,771	88.9%	
<b>Administration</b>	<b>635,700</b>	<b>547,273</b>	<b>86.1%</b>	
Personal Services	428,900	370,571	86.4%	
Contractual Services	3,013,500	2,368,778	78.6%	
Commodities	24,350	23,572	96.8%	
Other Charges	6,900	5,272	76.4%	
Capital Outlay	27,000	0	0.0%	
Transfers	55,400	43,000	77.6%	
<b>Operating</b>	<b>3,556,050</b>	<b>2,811,193</b>	<b>79.1%</b>	
<b>TOTAL EXPENSES</b>	<b>\$ 4,191,750</b>	<b>\$ 3,358,466</b>	<b>80.1%</b>	

### **WATER & SEWER IMPROVEMENT FUND**

#### **REVENUES**

Licenses & Fees	280,000	53,902	19.3%	
Miscellaneous Revenue	0	0	100%	
Other/Interest	2,000	1,552	77.6%	
Transfer In: General Fund	716,300	997,300	139.2%	
<b>TOTAL REVENUES</b>	<b>\$ 998,300</b>	<b>\$ 1,052,754</b>	<b>105.5%</b>	

#### **EXPENSES**

W&S Improv. Expenses	1,957,300	1,291,671	66.0%	
<b>TOTAL EXPENSES</b>	<b>\$ 1,957,300</b>	<b>\$ 1,291,671</b>	<b>66.0%</b>	

Annual Budget	Year-to-Date	% Used	Significant Facts
---------------	--------------	--------	-------------------

### **MOTOR FUEL TAX FUND**

#### **REVENUES**

Allotments & Grants	182,000	106,201	58.4%
Other Income	200	398	199.2%
<b>TOTAL REVENUES</b>	<b>\$ 182,200</b>	<b>\$ 106,600</b>	<b>58.5%</b>

#### **EXPENSES**

Capital Projects	175,000	175,000	100.0%
<b>TOTAL EXPENSES</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>100.0%</b>

### **RETIREMENT FUND**

#### **REVENUES**

Taxes	798,980	727,188	91.0%	Property Taxes
Other Income	155	6,872	4433.5%	
Transfer In from Other Funds	118,670	106,472	89.7%	Employer Contributions from other funds
<b>TOTAL REVENUES</b>	<b>\$ 917,805</b>	<b>\$ 840,532</b>	<b>91.6%</b>	

#### **EXPENSES**

Retirement Expenses	917,805	608,175	66.3%
<b>TOTAL EXPENSES</b>	<b>\$ 917,805</b>	<b>\$ 608,175</b>	<b>66.3%</b>

### **FRAUD, ALCOHOL & DRUG ENFORCEMENT FUND**

#### **REVENUES**

Fines & Forfeitures	0	12,610	100%
<b>TOTAL REVENUES</b>	<b>\$ -</b>	<b>\$ 12,610</b>	<b>100%</b>

#### **EXPENSES**

Enforcement Expenses	59,418	11,627	19.6%
<b>TOTAL EXPENSES</b>	<b>\$ 59,418</b>	<b>\$ 11,627</b>	<b>19.6%</b>

### **VEHICLE MAINTENANCE FUND**

#### **REVENUES**

Transfer In from Other Funds	553,750	430,000	77.7%
<b>TOTAL REVENUES</b>	<b>\$ 553,750</b>	<b>\$ 430,000</b>	<b>77.7%</b>

#### **EXPENSES**

Personal Services	158,120	145,003	91.7%	
Contractual Services	136,150	99,363	73.0%	
Commodities	216,200	88,885	41.1%	
Other Charges	9,100	6,212	68.3%	
Taxes	12,500	11,127	89.0%	FICA Taxes
Transfer Out- IMRF	24,420	22,701	93.0%	
<b>TOTAL EXPENSES</b>	<b>\$ 556,490</b>	<b>\$ 373,291</b>	<b>67.1%</b>	

### **E911 FUND**

#### **REVENUES**

Taxes	300,000	306,969	102.3%
Other Income	200	280	139.8%
<b>TOTAL REVENUES</b>	<b>\$ 300,200</b>	<b>\$ 307,249</b>	<b>102.3%</b>

#### **EXPENSES**

Contractual Services	300,200	268,413	89.4%
<b>TOTAL EXPENSES</b>	<b>\$ 300,200</b>	<b>\$ 268,413</b>	<b>89.4%</b>

### **PARK DEVELOPMENT FUND**

#### **REVENUES**

Other Income	100	20,277	20277.5%
<b>TOTAL REVENUES</b>	<b>\$ 100</b>	<b>\$ 20,277</b>	<b>20277.5%</b>

#### **EXPENSES**

Capital Outlay	30,000	200	0.7%
<b>TOTAL EXPENSES</b>	<b>\$ 30,000</b>	<b>\$ 200</b>	<b>0.7%</b>

Annual Budget	Year-to-Date	% Used	Significant Facts
---------------	--------------	--------	-------------------

### **TRAFFIC SIGNAL SSA**

#### **REVENUES**

Other Income	0	16	100%
<b>TOTAL REVENUES</b>	<b>\$ -</b>	<b>\$ 16</b>	<b>100%</b>

#### **EXPENSES**

Professional Services	9,500	3,659	38.5%
<b>TOTAL EXPENSES</b>	<b>\$ 9,500</b>	<b>\$ 3,659</b>	<b>38.5%</b>

### **GENERAL CAPITAL**

#### **REVENUES**

Grants	422,000	12,272	2.9%
Other Income	1,200,000	86,502	7.2%
Transfers	393,923	0	0.0%
<b>TOTAL REVENUES</b>	<b>\$ 2,015,923</b>	<b>\$ 98,773</b>	<b>4.9%</b>

#### **EXPENSES**

Police	196,500	88,837	45.2%
Community & Eco Dev	42,400	14,504	34.2%
Insurance & Common	78,870	19,426	24.6%
PW Streets	1,138,380	865,404	76.0%
PW Prks & Opn Spc	987,000	226,661	23.0%
PW Buildings	374,000	75,048	20.1%
<b>TOTAL EXPENSES</b>	<b>\$ 2,817,150</b>	<b>\$ 1,289,879</b>	<b>45.8%</b>

### **POLICE PENSION FUND\*\***

#### **REVENUES**

Taxes	623,300	608,028	97.5%	Property Taxes
Employee Contributions	213,600	175,241	82.0%	
Other Income	375,000	146,091	39.0%	Investment Income
<b>TOTAL REVENUES</b>	<b>\$ 1,211,900</b>	<b>\$ 929,360</b>	<b>76.7%</b>	

#### **EXPENSES**

Contractual Services	107,600	78,269	72.7%
Other Charges	9,000	4,787	
Pension Benefits	1,095,300	802,985	
<b>TOTAL EXPENSES</b>	<b>\$ 1,211,900</b>	<b>\$ 886,040</b>	<b>73.1%</b>

*\*\*The Police Pension Board contracts their accounting services resulting in a reporting delay. Amounts are as of 10/31/15.*

### **SEDGEBROOK SSA**

#### **REVENUES**

Taxes	1,161,600	1,159,717	99.8%	
Other Revenue	18,000	16,575	92.1%	Interest Income
<b>TOTAL REVENUES</b>	<b>\$ 1,179,600</b>	<b>\$ 1,176,292</b>	<b>99.7%</b>	

#### **EXPENSES**

Professional Services	18,350	2,054	11.2%
Bond Payments	1,161,250	1,150,469	99.1%
<b>TOTAL EXPENSES</b>	<b>\$ 1,179,600</b>	<b>\$ 1,152,523</b>	<b>97.7%</b>



**VILLAGE OF LINCOLNSHIRE**  
**BILLS PRESENTED FOR PAYMENT**  
December 14, 2015

General Fund	\$	188,524.38
Water & Sewer Fund	\$	231,715.58
Motor Fuel Tax	\$	-
Retirement Fund	\$	199,100.61
Water & Sewer Improvement Fund	\$	6,565.61
Fraud, Alcohol, Drug Enforcement	\$	1,758.00
Vehicle Maintenance Fund	\$	5,831.71
E 911 Fund	\$	117,551.88
Park Development Fund	\$	-
Sedgebrook SSA	\$	-
SSA Traffic Signal	\$	-
General Capital Fund	\$	12,800.86
<b>GRAND TOTAL</b>	<b>\$</b>	<b>763,848.63</b>

---

Brad Burke, Village Manager



## Village of Lincolnshire

### Bills Presented for Payment

December 14, 2015

Vendor Name	Account #	Account Description	Invoice Description	Item Amount
A T & T	01-12-61-5503	Data Sys- Internet Connection	North Park Internet 10/11-11/10/15	\$ 90.38
A T & T	02-01-61-5503	Data Sys- Internet Connection	North Park Internet 10/11-11/10/15	\$ 10.04
A T & T	17-01-61-1004	Eq Maint- 911 Tele Sys	911 Wireless Nov. 28 thru Dec. 27	\$ 39.76
<b>A T &amp; T Total</b>				<b>\$ 140.18</b>
AMERICAN PRINTING TECHNOLOGIES	02-01-61-2200	Print- Utility Bill	Oct UB Print Service, new Envelopes, Reprogram for BS&A	\$ 395.00
AMERICAN PRINTING TECHNOLOGIES	02-01-61-2200	Print- Utility Bill	Oct UB Print Service, new Envelopes, Reprogram for BS&A	\$ 325.00
AMERICAN PRINTING TECHNOLOGIES	02-01-61-2200	Print- Utility Bill	Oct UB Print Service, new Envelopes, Reprogram for BS&A	\$ 785.40
AMERICAN PRINTING TECHNOLOGIES	02-01-61-2200	Print- Utility Bill	Oct UB Print Service, new Envelopes, Reprogram for BS&A	\$ 700.50
AMERICAN PRINTING TECHNOLOGIES	02-01-61-2200	Print- Utility Bill	Oct UB Print Service, new Envelopes, Reprogram for BS&A	\$ 158.75
American Printing Technologies	02-01-61-2200	Print- Utility Bill	Nov 2015 UB Print service	\$ 395.00
American Printing Technologies	01-12-61-6000	Postage	Postage- Nov 2015 Utility Bills	\$ 234.02
American Printing Technologies	02-01-61-6000	Postage	Postage- Nov 2015 Utility Bills	\$ 234.01
<b>AMERICAN PRINTING TECHNOLOGIES Total</b>				<b>\$ 3,227.68</b>
AMERICAN UNDERGROUND INC.	02-02-61-9104	Root Cutting & Televising	CCTV and clean san sewer mains muni-partner contract	\$ 39,589.70
<b>AMERICAN UNDERGROUND INC. Total</b>				<b>\$ 39,589.70</b>
ANCEL GLINK DIAMOND BUSH	01-00-60-2800	Bonds And Escrows	Escrow Debit - Pulte	\$ 562.50
<b>ANCEL GLINK DIAMOND BUSH Total</b>				<b>\$ 562.50</b>
ARTHUR CLESEN, INC.	01-21-62-4001	Snow/Ice- Anti-Icing Sys Maint	Wand for sprayer for cleaning salt from trucks	\$ 32.78
<b>ARTHUR CLESEN, INC. Total</b>				<b>\$ 32.78</b>
ARTHUR J. GREENE CONSTRUCTION CO.	01-00-60-2800	Bonds And Escrows	BD Bond Refund - Temp Occupancy -	\$ 1,000.00
ARTHUR J. GREENE CONSTRUCTION CO.	01-00-60-2800	Bonds And Escrows	BD Bond Refund - TCO deposit - 304 Hamilton	\$ 1,000.00
<b>ARTHUR J. GREENE CONSTRUCTION CO. Total</b>				<b>\$ 2,000.00</b>
B & F CONSTRUCTION CODE	01-08-61-4161	Prof Serv- Bld-Fire Review/Ins	Consultant Inspections - October 2015	\$ 1,120.00
B & F CONSTRUCTION CODE	01-08-61-4161	Prof Serv- Bld-Fire Review/Ins	Plan Review - 185 Milwaukee - Subway	\$ 895.50
<b>B &amp; F CONSTRUCTION CODE Total</b>				<b>\$ 2,015.50</b>
BADE PAPER PRODUCTS	01-25-62-3027	Maint Mat- Paper Goods	Paper goods	\$ 232.00
BADE PAPER PRODUCTS	01-25-62-3027	Maint Mat- Paper Goods	Hot cups	\$ 90.00
<b>BADE PAPER PRODUCTS Total</b>				<b>\$ 322.00</b>
BAXTER & WOODMAN INC	07-01-81-5021	Wwood/30 Rvrwd Wmain Repl Eng	Watermain install. const. engineering services thru 11-14-15	\$ 4,101.81
<b>BAXTER &amp; WOODMAN INC Total</b>				<b>\$ 4,101.81</b>
BEST QUALITY CLEANING, INC.	01-25-61-9007	Cont Svc- Custodial PW	Clean PWF, Clean and staff Village Hall December	\$ 445.00
BEST QUALITY CLEANING, INC.	01-25-61-9008	Cont Svc- Custodial VH	Clean PWF, Clean and staff Village Hall December	\$ 1,650.00
BEST QUALITY CLEANING, INC.	01-25-61-9007	Cont Svc- Custodial PW	Clean PWF, Clean, staff Village Hall November	\$ 445.00
BEST QUALITY CLEANING, INC.	01-25-61-9008	Cont Svc- Custodial VH	Clean PWF, Clean, staff Village Hall November	\$ 1,650.00
<b>BEST QUALITY CLEANING, INC. Total</b>				<b>\$ 4,190.00</b>
BRIGHT LIGHT SIGN COMPANY	01-25-61-9096	Cont Svc- Electrical	Bal due-Holiday lighting contract	\$ 2,362.50
BRIGHT LIGHT SIGN COMPANY	01-25-61-9096	Cont Svc- Electrical	Holiday lighting 12 Bushes at VH	\$ 1,225.00
<b>BRIGHT LIGHT SIGN COMPANY Total</b>				<b>\$ 3,587.50</b>
Bright Stars Kids University	01-00-60-2800	Bonds And Escrows	Escrow Refund	\$ 736.93
<b>Bright Stars Kids University Total</b>				<b>\$ 736.93</b>
BROOK ELECTRICAL SUPPLY	01-22-62-3021	Maint Mat- Lighting Products	Lighting materials	\$ 747.27
<b>BROOK ELECTRICAL SUPPLY Total</b>				<b>\$ 747.27</b>
Buffalo Grove Lincolnshire Chamber	01-08-63-1000	Memberships	2016 Membership Fees	\$ 230.00
<b>Buffalo Grove Lincolnshire Chamber Total</b>				<b>\$ 230.00</b>
CDW GOVERNMENT, INC.	01-12-61-5507	Data Sys- Software/ Licensing	Microsoft Licensing	\$ 1,246.91
CDW GOVERNMENT, INC.	02-01-61-5507	Data Sys- Software/Licensing	Microsoft Licensing	\$ 138.55
CDW GOVERNMENT, INC.	01-12-80-3005	Misc Computer Equipment	Microsoft Licensing	\$ 3,695.42
<b>CDW GOVERNMENT, INC. Total</b>				<b>\$ 5,080.88</b>
CHARLES A. MOODY	01-22-61-9080	Natural Area Maint	Labor, materials seed detention area Preston Ct	\$ 952.71
<b>CHARLES A. MOODY Total</b>				<b>\$ 952.71</b>
CHICAGO COMMUNICATIONS LLC	01-05-61-3020	Eq Maint- Local Radio	Monthly Fee January 2016	\$ 634.15



## Village of Lincolnshire

### Bills Presented for Payment

December 14, 2015

Vendor Name	Account #	Account Description	Invoice Description	Item Amount
<b>CHICAGO COMMUNICATIONS LLC Total</b>				<b>\$ 634.15</b>
CHICAGO PARTS & SOUND	12-01-62-5005	Commodities	Diesel exhaust fluid	\$ 20.86
<b>CHICAGO PARTS &amp; SOUND Total</b>				<b>\$ 20.86</b>
CHICAGO TRIBUNE MEDIA GROUP	01-20-61-5000	Legal Notices	Legal notice - Weed Control bid	\$ 50.69
<b>CHICAGO TRIBUNE MEDIA GROUP Total</b>				<b>\$ 50.69</b>
CITY CONSTRUCTION COMPANY INC	02-02-81-5003	Hydrant Replacement	Fire hydrant and Tee installation	\$ 7,480.00
<b>CITY CONSTRUCTION COMPANY INC Total</b>				<b>\$ 7,480.00</b>
CITY OF HIGHLAND PARK	02-02-61-9024	Cont Svc- Water Testing	Water testing July-Sept 2015	\$ 750.00
<b>CITY OF HIGHLAND PARK Total</b>				<b>\$ 750.00</b>
CL Graphics	01-12-61-2006	Print- Newsletter	Flyers for Newsletter	\$ 58.50
CL Graphics	02-01-61-2006	Print- Newsletter	Flyers for Newsletter	\$ 6.50
CL Graphics	01-12-61-2006	Print- Newsletter	Mailing for Winter Newsletter	\$ 520.33
CL Graphics	02-01-61-2006	Print- Newsletter	Mailing for Winter Newsletter	\$ 57.81
CL Graphics	01-12-61-2006	Print- Newsletter	2015 Winter Newsletter	\$ 1,762.32
CL Graphics	02-01-61-2006	Print- Newsletter	2015 Winter Newsletter	\$ 195.81
<b>CL Graphics Total</b>				<b>\$ 2,601.27</b>
Comcast Phone LLC	01-12-61-5503	Data Sys- Internet Connection	T-1 Line / Nov 2015	\$ 250.43
Comcast Phone LLC	02-01-61-5503	Data Sys- Internet Connection	T-1 Line / Nov 2015	\$ 27.83
<b>Comcast Phone LLC Total</b>				<b>\$ 278.26</b>
COMED - BILL PAYMENT CTR	01-21-61-8500	Electric Utilities	Master streetlight account	\$ 793.08
COMED - BILL PAYMENT CTR	02-02-61-8500	Electric Utilities	Utilities pumping Riverside Rd	\$ 112.80
COMED - BILL PAYMENT CTR	02-02-61-8500	Electric Utilities	Utilities electric service various locations	\$ 84.34
COMED - BILL PAYMENT CTR	02-02-61-8500	Electric Utilities	Utilities pumping 430 Farrington	\$ 130.71
COMED - BILL PAYMENT CTR	02-02-61-8500	Electric Utilities	Utilities pumping Northampton Ln	\$ 24.48
COMED - BILL PAYMENT CTR	01-21-61-8500	Electric Utilities	Street lighting electric service	\$ 8.52
<b>COMED - BILL PAYMENT CTR Total</b>				<b>\$ 1,153.93</b>
CONSERV FS, INC	01-21-62-4001	Snow/Ice- Anti-Icing Sys Maint	Knockdown	\$ 139.08
<b>CONSERV FS, INC Total</b>				<b>\$ 139.08</b>
CONSTELLATION ENERGY SERVICES	01-22-61-8500	Electric Utilities	Electric supply Spring Lake Park 11-2-15 to 12-1-15	\$ 164.75
CONSTELLATION ENERGY SERVICES	02-02-61-8500	Electric Utilities	Electric supply 205 Schelter Rd 10-1-15 to 11-3-15	\$ 1,854.15
CONSTELLATION ENERGY SERVICES	02-02-61-8500	Electric Utilities	Electric supply 45 Londonderry	\$ 506.07
CONSTELLATION ENERGY SERVICES	02-02-61-8500	Electric Utilities	Electric supply various locations	\$ 3,268.88
CONSTELLATION ENERGY SERVICES	02-02-61-8500	Electric Utilities	Electric supply utilities various locations	\$ 1,755.60
<b>CONSTELLATION ENERGY SERVICES Total</b>				<b>\$ 7,549.45</b>
DEMUTH, INC.	02-02-61-9107	Valve Repair/ Replace	Additional pipe cost to previously paid invoice #V-367 for \$4,000 see attached email explanati	\$ 800.00
<b>DEMUTH, INC. Total</b>				<b>\$ 800.00</b>
Dultmeier Sales, LLC	01-21-62-4001	Snow/Ice- Anti-Icing Sys Maint	Vent cap	\$ 51.92
<b>Dultmeier Sales, LLC Total</b>				<b>\$ 51.92</b>
DUSTCATCHERS & A LOGO MAT INC	01-25-61-9096	Cont Svc- Electrical	Mat rental for Public Works building	\$ 36.52
DUSTCATCHERS & A LOGO MAT INC	01-25-61-9096	Cont Svc- Electrical	Floor Mat rental for Village Hall	\$ 20.11
DUSTCATCHERS & A LOGO MAT INC	01-25-61-9096	Cont Svc- Electrical	Floor mat rental for Public Works building	\$ 36.52
DUSTCATCHERS & A LOGO MAT INC	01-25-61-9096	Cont Svc- Electrical	Floor mat rental for Village Hall	\$ 20.11
<b>DUSTCATCHERS &amp; A LOGO MAT INC Total</b>				<b>\$ 113.26</b>
ELEVATOR INSPECTION SERVICES	01-08-61-4010	Prof Serv- Elevator Inspection	Annual Inspections - Elevators	\$ 3,173.00
ELEVATOR INSPECTION SERVICES	01-08-61-4010	Prof Serv- Elevator Inspection	Permit Insp.-300 Olde Half Day Rd.	\$ 80.00
ELEVATOR INSPECTION SERVICES	01-08-61-4010	Prof Serv- Elevator Inspection	Permit Insp.-595 Bond St.	\$ 80.00
ELEVATOR INSPECTION SERVICES	01-08-61-4010	Prof Serv- Elevator Inspection	Permit Insp.-25 Tri-State	\$ 160.00
ELEVATOR INSPECTION SERVICES	01-08-61-4010	Prof Serv- Elevator Inspection	Permit Insp.-1 Overlook Pt.	\$ 320.00
ELEVATOR INSPECTION SERVICES	01-08-61-4010	Prof Serv- Elevator Inspection	Permit Insp.-333 Knightsbridge Pkwy.	\$ 320.00
ELEVATOR INSPECTION SERVICES	01-08-61-4010	Prof Serv- Elevator Inspection	Permit Insp.-2 Overlook Pt.	\$ 80.00
ELEVATOR INSPECTION SERVICES	01-08-61-4010	Prof Serv- Elevator Inspection	Permit Insp.-3 Overlook Pt.	\$ 160.00



## Village of Lincolnshire

### Bills Presented for Payment

December 14, 2015

Vendor Name	Account #	Account Description	Invoice Description	Item Amount
ELEVATOR INSPECTION SERVICES	01-08-61-4010	Prof Serv- Elevator Inspection	Permit Insp.-111 Barclay Blvd.	\$ 160.00
<b>ELEVATOR INSPECTION SERVICES Total</b>				<b>\$ 4,533.00</b>
Elizabeth Burk	06-01-63-9003	Taxpayer Refunds	Senior Citizen Property Tax Relief Refund	\$ 310.21
<b>Elizabeth Burk Total</b>				<b>\$ 310.21</b>
FEDEX OFFICE	01-20-61-9000	Outside Services	Laminate recorded Plat of Subdivision	\$ 8.10
<b>FEDEX OFFICE Total</b>				<b>\$ 8.10</b>
FIRST CHOICE COFFEE SERVICES	01-21-63-9000	Business Expenses	Coffee, creamer, etc	\$ 25.57
FIRST CHOICE COFFEE SERVICES	01-22-63-9000	Business Expenses	Coffee, creamer, etc	\$ 25.57
FIRST CHOICE COFFEE SERVICES	01-25-63-9000	Business Expenses	Coffee, creamer, etc	\$ 155.71
FIRST CHOICE COFFEE SERVICES	02-02-63-9000	Business Expenses	Coffee, creamer, etc	\$ 25.57
<b>FIRST CHOICE COFFEE SERVICES Total</b>				<b>\$ 232.42</b>
FRANK JURANEK	06-01-63-9003	Taxpayer Refunds	Senior Citizen Property Tax Relief Refund	\$ 105.01
<b>FRANK JURANEK Total</b>				<b>\$ 105.01</b>
GASVODA & ASSOCIATES INC	02-02-63-8600	Minor Equipment	Chlorine Rotometer	\$ 506.44
<b>GASVODA &amp; ASSOCIATES INC Total</b>				<b>\$ 506.44</b>
GEWALT HAMILTON ASSOCIATES	01-20-61-4018	Prof Serv- Misc Engineering	430 Milw-connection fee analysis, Dely Salon	\$ 68.00
GEWALT HAMILTON ASSOCIATES	01-20-61-4018	Prof Serv- Misc Engineering	Linc Trails Devel plan review, meetings	\$ 4,316.00
GEWALT HAMILTON ASSOCIATES	01-20-61-4018	Prof Serv- Misc Engineering	6 Thornfields engr design, analysis	\$ 136.00
GEWALT HAMILTON ASSOCIATES	01-20-61-4018	Prof Serv- Misc Engineering	213 Prampton engr design, analysis	\$ 68.00
GEWALT HAMILTON ASSOCIATES	01-20-61-4018	Prof Serv- Misc Engineering	15251 Riverside review	\$ 164.00
GEWALT HAMILTON ASSOCIATES	01-20-61-4018	Prof Serv- Misc Engineering	Various services 9/21/15 to 10/25/15	\$ 3,148.50
GEWALT HAMILTON ASSOCIATES	51-22-80-5023	Infr- Coridr Enh Prg- Rt22 Med	ITEP median impr services to 10/25/15	\$ 722.40
GEWALT HAMILTON ASSOCIATES	51-22-86-5024	Infr- Corridor Entr Sign/Plnts	ITEP corridor design work thru 10/25/15	\$ 10,272.02
<b>GEWALT HAMILTON ASSOCIATES Total</b>				<b>\$ 18,894.92</b>
GIS CONSORTIUM	01-12-61-9022	Cont Svc- GIS Services	Support shared services GIS Consortium annual fee	\$ 885.06
GIS CONSORTIUM	02-01-61-9022	Cont Svc- GIS Services	Support shared services GIS Consortium annual fee	\$ 98.34
<b>GIS CONSORTIUM Total</b>				<b>\$ 983.40</b>
GREEN ACRES LANDSCAPING	01-21-62-3111	R&R- Parkway Restoration	Pathway restoration Pembroke Dr	\$ 520.00
<b>GREEN ACRES LANDSCAPING Total</b>				<b>\$ 520.00</b>
HAVEY COMMUNICATIONS, INC.	51-21-80-7254	Five Ton Replacement #254	Install radio, antenna in PW254 new truck	\$ 436.90
<b>HAVEY COMMUNICATIONS, INC. Total</b>				<b>\$ 436.90</b>
HAYES MECHANICAL LLC	01-25-61-9023	Cont Svc- HVAC & Elect Mnt	AC drain check in Detective area Village Hall 6/17/15	\$ 347.50
<b>HAYES MECHANICAL LLC Total</b>				<b>\$ 347.50</b>
HOME DEPOT CREDIT SERVICES	12-01-62-3067	Maint Mat- Parts	Step ladder	\$ 39.85
HOME DEPOT CREDIT SERVICES	01-22-61-9200	Special Events- Boo Bash	Conduit for Boo Bash	\$ 30.50
HOME DEPOT CREDIT SERVICES	01-22-61-9200	Special Events- Boo Bash	Bubble cushion wrap	\$ 13.58
HOME DEPOT CREDIT SERVICES	01-22-62-3113	R&R- Playground	Materials for playground equipment	\$ 34.31
HOME DEPOT CREDIT SERVICES	01-21-62-3111	R&R- Parkway Restoration	Duct tape and fence post fix	\$ 30.92
HOME DEPOT CREDIT SERVICES	01-25-62-3021	Maint Mat- Lighting Products	LED emergency unit for Spring Lake Park	\$ 69.94
HOME DEPOT CREDIT SERVICES	01-25-62-3002	Maint Mat- Bldg Commodities	Door sweep and glue for Villge Hall	\$ 44.31
<b>HOME DEPOT CREDIT SERVICES Total</b>				<b>\$ 263.41</b>
HOVING CLEAN SWEEP, LLC	01-21-61-9064	Cont Svc- St Sweeping	Street sweeping	\$ 3,500.00
HOVING CLEAN SWEEP, LLC	01-21-61-9064	Cont Svc- St Sweeping	Street sweeping	\$ 3,500.00
<b>HOVING CLEAN SWEEP, LLC Total</b>				<b>\$ 7,000.00</b>
ICMA Membership Renewals	01-01-63-1000	Memberships	B. BURKE 2016 MEMBERSHIP RENEWAL	\$ 1,400.00
<b>ICMA Membership Renewals Total</b>				<b>\$ 1,400.00</b>
ILLINOIS ASSOCIATION OF CHIEFS	01-05-63-1000	Memberships	2016 Annual Membership Illinois Association of Chiefs of Police	\$ 220.00
<b>ILLINOIS ASSOCIATION OF CHIEFS Total</b>				<b>\$ 220.00</b>
ILLINOIS PAYPHONE SYSTEMS, INC	01-12-61-1004	Telephone- Pay Phone	2 Payphones Spg Lk & Vil Hall- 12/15	\$ 88.20
ILLINOIS PAYPHONE SYSTEMS, INC	02-01-61-1004	Telephone- Pay Phone	2 Payphones Spg Lk & Vil Hall- 12/15	\$ 9.80
<b>ILLINOIS PAYPHONE SYSTEMS, INC Total</b>				<b>\$ 98.00</b>



## Village of Lincolnshire

### Bills Presented for Payment

December 14, 2015

Vendor Name	Account #	Account Description	Invoice Description	Item Amount
ILLINOIS PUBLIC RISK FUND	01-12-61-8801	Workers Comp	Workers Comp and Admin Fee- Jan	\$ 9,488.05
ILLINOIS PUBLIC RISK FUND	02-01-61-8801	Workers Comp	Workers Comp and Admin Fee- Jan	\$ 4,233.13
ILLINOIS PUBLIC RISK FUND	12-01-61-8801	Workers Comp	Workers Comp and Admin Fee- Jan	\$ 875.82
<b>ILLINOIS PUBLIC RISK FUND Total</b>				<b>\$ 14,597.00</b>
ILT VIGNOCCHI	01-00-60-2800	Bonds And Escrows	BD Bond Refund - Tree replacements complete	\$ 4,500.00
<b>ILT VIGNOCCHI Total</b>				<b>\$ 4,500.00</b>
IMRF	06-00-45-2230	Emp Ded- IMRF	Nov 2015 Member and Employer Contributions	\$ 12,504.98
IMRF	06-01-70-9101	IMRF	Nov 2015 Member and Employer Contributions	\$ 35,980.41
IMRF	06-01-70-9101	IMRF	2015 additional contribution	\$ 150,000.00
<b>IMRF Total</b>				<b>\$ 198,485.39</b>
Inland Commercial Prop Mgt Inc	01-12-61-9140	Cont Svc- Downtown Maint	CAM Estimated Escrow	\$ 4,953.06
<b>Inland Commercial Prop Mgt Inc Total</b>				<b>\$ 4,953.06</b>
INNER SECURITY SYSTEMS	01-25-61-9019	Cont Svc- Fire Prot Serv	NP Concessions radio transmit to Fire Dept	\$ 246.00
INNER SECURITY SYSTEMS	01-25-61-9019	Cont Svc- Fire Prot Serv	SLP Pavil radio transmit to Fire Dept	\$ 246.00
INNER SECURITY SYSTEMS	01-25-61-9019	Cont Svc- Fire Prot Serv	VHall radio transmit to Fire Dept	\$ 156.00
INNER SECURITY SYSTEMS	01-25-61-9019	Cont Svc- Fire Prot Serv	PWF Radio transmitter to Fire Dept	\$ 156.00
INNER SECURITY SYSTEMS	01-25-61-9019	Cont Svc- Fire Prot Serv	NP Maint Bldg Radio transmit to Fire Dept	\$ 156.00
<b>INNER SECURITY SYSTEMS Total</b>				<b>\$ 960.00</b>
Interdev, LLC	01-12-61-5507	Data Sys- Software/ Licensing	July Agreement, PSA Technician & Device	\$ 147.60
Interdev, LLC	02-01-61-5507	Data Sys- Software/Licensing	July Agreement, PSA Technician & Device	\$ 16.40
Interdev, LLC	01-12-61-9029	Cont Svc- It Consult/Sys Mon	July Agreement, PSA Technician & Device	\$ 4,727.55
Interdev, LLC	02-01-61-9029	Cont Svc- It Consult/Sys Mon	July Agreement, PSA Technician & Device	\$ 525.28
Interdev, LLC	01-12-61-5507	Data Sys- Software/ Licensing	Monthly Agreement, PSA Tech Services & Device	\$ 147.60
Interdev, LLC	02-01-61-5507	Data Sys- Software/Licensing	Monthly Agreement, PSA Tech Services & Device	\$ 16.40
Interdev, LLC	01-12-61-9029	Cont Svc- It Consult/Sys Mon	Montly Agreement, PSA Tech Services & Device	\$ 4,727.55
Interdev, LLC	02-01-61-9029	Cont Svc- It Consult/Sys Mon	Monthly Agreement, PSA Tech Services & Device	\$ 525.28
Interdev, LLC	01-12-61-5507	Data Sys- Software/ Licensing	Monthly Agreement, PSA Technichian and Device	\$ 147.60
Interdev, LLC	02-01-61-5507	Data Sys- Software/Licensing	Monthly Agreement, PSA Technichian and Device	\$ 16.40
Interdev, LLC	01-12-61-9029	Cont Svc- It Consult/Sys Mon	Monthly Agreement, PSA Technichian and Device	\$ 4,727.55
Interdev, LLC	02-01-61-9029	Cont Svc- It Consult/Sys Mon	Monthly Agreement, PSA Technichian and Device	\$ 525.28
<b>Interdev, LLC Total</b>				<b>\$ 16,250.49</b>
INT'L CODE COUNCIL	01-08-63-1000	Memberships	Govt. Membership - 2016 Annual	\$ 135.00
<b>INT'L CODE COUNCIL Total</b>				<b>\$ 135.00</b>
JOSEPH D. FOREMAN & CO	02-02-62-3059	Maint Mat- Mtr Pit Rpr Pts/Bbox	C28-77 Ford 2" Flare x 2" MIP Cplg (NL)	\$ 121.50
<b>JOSEPH D. FOREMAN &amp; CO Total</b>				<b>\$ 121.50</b>
KELLENBERGER PLUMBING	02-02-81-5003	Hydrant Replacement	Fire Hydrant replacement-see attached email explaining \$ overage	\$ 16,058.00
<b>KELLENBERGER PLUMBING Total</b>				<b>\$ 16,058.00</b>
KIMBALL MIDWEST	12-01-62-3067	Maint Mat- Parts	Lubricant for tires	\$ 46.15
KIMBALL MIDWEST	12-01-62-3067	Maint Mat- Parts	O'rings, and cleaner	\$ 93.61
<b>KIMBALL MIDWEST Total</b>				<b>\$ 139.76</b>
LAKE COUNTY	02-02-61-9600	Sanitary Sewer Charge	Sanitary sewer service 5/16/15 to 8/15/15	\$ 133,716.00
<b>LAKE COUNTY Total</b>				<b>\$ 133,716.00</b>
Lake Forest Post Office	01-12-61-6000	Postage	Postage- Vil of Lincolnshire Q4 Newsletters	\$ 29.52
Lake Forest Post Office	02-01-61-6000	Postage	Postage- Vil of Lincolnshire Q4 Newsletters	\$ 29.52
<b>Lake Forest Post Office Total</b>				<b>\$ 59.04</b>
LEADS ONLINE	11-05-63-8100	Fraud Forfeiture Exp	2016 Leads Online Investigation Service Renewal 1-1-16 thru 12-31-16	\$ 1,758.00
<b>LEADS ONLINE Total</b>				<b>\$ 1,758.00</b>
LECHNER & SONS UNIFORM RENTAL	01-21-63-6000	Uniforms	Uniform rental	\$ 21.22
LECHNER & SONS UNIFORM RENTAL	01-22-63-6000	Uniforms	Uniform rental	\$ 26.02
LECHNER & SONS UNIFORM RENTAL	02-02-63-6000	Uniforms	Uniform rental	\$ 24.02
LECHNER & SONS UNIFORM RENTAL	12-01-63-6000	Uniforms	Uniform rental	\$ 8.80



## Village of Lincolnshire

### Bills Presented for Payment

December 14, 2015

Vendor Name	Account #	Account Description	Invoice Description	Item Amount
LECHNER & SONS UNIFORM RENTAL	01-21-63-6000	Uniforms	Uniform rental	\$ 21.22
LECHNER & SONS UNIFORM RENTAL	01-22-63-6000	Uniforms	Uniform rental	\$ 26.02
LECHNER & SONS UNIFORM RENTAL	02-02-63-6000	Uniforms	Uniform rental	\$ 24.02
LECHNER & SONS UNIFORM RENTAL	12-01-63-6000	Uniforms	Uniform rental	\$ 8.80
LECHNER & SONS UNIFORM RENTAL	01-21-63-6000	Uniforms	Uniform rental	\$ 21.22
LECHNER & SONS UNIFORM RENTAL	01-22-63-6000	Uniforms	Uniform rental	\$ 26.02
LECHNER & SONS UNIFORM RENTAL	02-02-63-6000	Uniforms	Uniform rental	\$ 24.02
LECHNER & SONS UNIFORM RENTAL	12-01-63-6000	Uniforms	Uniform rental	\$ 8.80
<b>LECHNER &amp; SONS UNIFORM RENTAL Total</b>				<b>\$ 240.18</b>
LEXISNEXIS RISK DATA MGMT	01-02-63-9000	Business Expenses	Internet, Computer and Phone Searches by Investigations for November 2015	\$ 110.00
<b>LEXISNEXIS RISK DATA MGMT Total</b>				<b>\$ 110.00</b>
Lincolnshire Postmaster	01-12-61-6000	Postage	Postage- VII of Lincolnshire Q4 2015 Newsletter	\$ 289.12
Lincolnshire Postmaster	02-01-61-6000	Postage	Postage- VII of Lincolnshire Q4 2015 Newsletter	\$ 289.12
<b>Lincolnshire Postmaster Total</b>				<b>\$ 578.24</b>
LINCOLNSHIRE RIVERWOODS FPD	01-08-61-4161	Prof Serv- Bld-Fire Review/Ins	Plan Review - Solo Cup Fire Alarm	\$ 100.00
LINCOLNSHIRE RIVERWOODS FPD	01-08-61-4161	Prof Serv- Bld-Fire Review/Ins	Plan Review - Solo Cup Fire Sprinkler	\$ 200.00
LINCOLNSHIRE RIVERWOODS FPD	01-08-61-4161	Prof Serv- Bld-Fire Review/Ins	Plan Review-25 Tri-State - Starbucks	\$ 200.00
<b>LINCOLNSHIRE RIVERWOODS FPD Total</b>				<b>\$ 500.00</b>
LOWE'S	01-21-62-3111	R&R- Parkway Restoration	Mailbox repair materials	\$ 41.69
LOWE'S	01-21-62-3041	Maint Mat- St Sign Materials	Street sign materials	\$ 13.00
<b>LOWE'S Total</b>				<b>\$ 54.69</b>
Madison National Life Ins Co, Inc	01-12-61-8703	Medical Premiums- Life	December 2015 Life Insurance	\$ 975.42
Madison National Life Ins Co, Inc	02-01-61-8703	Medical Premiums- Life	December 2015 Life Insurance	\$ 145.50
Madison National Life Ins Co, Inc	12-01-61-8703	Medical Premiums- Life	December 2015 Life Insurance	\$ 43.07
<b>Madison National Life Ins Co, Inc Total</b>				<b>\$ 1,163.99</b>
MANSFIELD OIL COMPANY	12-01-62-5003	Diesel	Diesel fuel	\$ 1,832.36
<b>MANSFIELD OIL COMPANY Total</b>				<b>\$ 1,832.36</b>
MESIROW INSURANCE SERVICES	01-12-61-8800	Property/ Liability Insurance	10 of 12 Installments: Hanover Ins	\$ 2,030.05
MESIROW INSURANCE SERVICES	02-01-61-8800	Property/Liability Insurance	10 of 12 Installments: Hanover Ins	\$ 905.72
MESIROW INSURANCE SERVICES	12-01-61-8800	Property/Liability Insurance	10 of 12 Installments: Hanover Ins	\$ 187.39
<b>MESIROW INSURANCE SERVICES Total</b>				<b>\$ 3,123.16</b>
MGN LOCK-KEY & SAFES INC.	01-25-62-3002	Maint Mat- Bldg Commodities	Duplicate keys	\$ 30.80
<b>MGN LOCK-KEY &amp; SAFES INC. Total</b>				<b>\$ 30.80</b>
Michael Berman	01-00-60-2800	Bonds And Escrows	Escrow Refund	\$ 555.49
<b>Michael Berman Total</b>				<b>\$ 555.49</b>
Michael Meranda Jr.	01-12-61-4000	Prof Serv- Video Services	11/17/15 Park Board Meeting & 11/18/15 ARB Meeting	\$ 240.00
Michael Meranda Jr.	01-12-61-4000	Prof Serv- Video Services	11/23/15 RVB/COW Meetings	\$ 120.00
<b>Michael Meranda Jr. Total</b>				<b>\$ 360.00</b>
Michael R. Peterson	01-02-63-3000	Professional Development	IMTA Institute Peterson in Bloomington, misc other travel	\$ 650.00
<b>Michael R. Peterson Total</b>				<b>\$ 650.00</b>
MIDWEST HOSE & FITTINGS, INC.	12-01-62-3067	Maint Mat- Parts	Face seal elbow and pistol grip grease gun.	\$ 49.95
MIDWEST HOSE & FITTINGS, INC.	12-01-62-5006	Parts	Face seal elbow and pistol grip grease gun.	\$ 15.30
<b>MIDWEST HOSE &amp; FITTINGS, INC. Total</b>				<b>\$ 65.25</b>
MIDWEST METER INC	07-01-81-5001	Automated Meter Read System	3" meter/remote read - Springhill Suites bldg	\$ 2,463.80
<b>MIDWEST METER INC Total</b>				<b>\$ 2,463.80</b>
MOTOROLA PARTS	17-01-63-8604	Starcom Radios	28 Starcom Radios and accessories per contractq	\$ 93,437.12
<b>MOTOROLA PARTS Total</b>				<b>\$ 93,437.12</b>
NAPA-SHERIDAN AUTO PARTS	12-01-62-5006	Parts	Oil filters, and fuel filters	\$ 64.41
<b>NAPA-SHERIDAN AUTO PARTS Total</b>				<b>\$ 64.41</b>
NIGEL MILLS dba AUTHORIZED	12-01-62-3067	Maint Mat- Parts	Hose clamp pliers	\$ 91.96
<b>NIGEL MILLS dba AUTHORIZED Total</b>				<b>\$ 91.96</b>



## Village of Lincolnshire

### Bills Presented for Payment

December 14, 2015

Vendor Name	Account #	Account Description	Invoice Description	Item Amount
NORB & SONS ELECTRIC, INC	01-25-61-9096	Cont Svc- Electrical	Furnish and install one 60 watt LED wall pack	\$ 690.00
<b>NORB &amp; SONS ELECTRIC, INC Total</b>				<b>\$ 690.00</b>
NORTH SHORE GAS	01-22-61-8000	Gas Utilities	NP Maint Bldg gas utility	\$ 59.13
NORTH SHORE GAS	02-02-61-8000	Gas Utilities	Gas service 244000 Riverwds utility	\$ 27.73
NORTH SHORE GAS	02-02-61-8000	Gas Utilities	Gas service 3 Westwood utility	\$ 34.24
NORTH SHORE GAS	02-02-61-8000	Gas Utilities	Gas service 430 Farrington utility	\$ 25.34
NORTH SHORE GAS	02-02-61-8000	Gas Utilities	Gas service 207 Northampton utilities	\$ 31.33
NORTH SHORE GAS	02-02-61-8000	Gas Utilities	Gas service 100 Fallstone utility	\$ 32.02
NORTH SHORE GAS	02-02-61-8000	Gas Utilities	205 Schelter well house gas utility	\$ 89.12
NORTH SHORE GAS	01-22-61-8000	Gas Utilities	NP concession bldg gas service	\$ 62.84
<b>NORTH SHORE GAS Total</b>				<b>\$ 361.75</b>
NORTH SUBURBAN EMPLOYEE	01-12-61-8701	Medical Premiums- Health	November 2015 Medical	\$ 47,984.93
NORTH SUBURBAN EMPLOYEE	02-01-61-8701	Medical Premiums- Health	November 2015 Medical	\$ 7,320.70
NORTH SUBURBAN EMPLOYEE	12-01-61-8701	Medical Premiums- Health	November 2015 Medical	\$ 1,887.37
NORTH SUBURBAN EMPLOYEE	01-00-45-2258	Cobra- Retiree Insurance	November 2015 Medical	\$ 4,677.00
<b>NORTH SUBURBAN EMPLOYEE Total</b>				<b>\$ 61,870.00</b>
PADDOCK PUBLICATIONS, INC.	01-08-61-5000	Legal Notices	Annexation Notice	\$ 495.00
<b>PADDOCK PUBLICATIONS, INC. Total</b>				<b>\$ 495.00</b>
Patty Bank	01-21-62-3111	R&R- Parkway Restoration	Mailbox repair materials	\$ 37.51
<b>Patty Bank Total</b>				<b>\$ 37.51</b>
Paylocity	01-12-61-9130	Cont Svc- Payroll Processing	Pay Services 11/27/15	\$ 402.20
Paylocity	01-12-61-9130	Cont Svc- Payroll Processing	Pay Services 12/11/15	\$ 414.08
<b>Paylocity Total</b>				<b>\$ 816.28</b>
Payment Service Network Inc.	02-01-61-9001	Cont Svc- Paymt Processing	11/15 Lockbox Services	\$ 340.35
<b>Payment Service Network Inc. Total</b>				<b>\$ 340.35</b>
PETE THE PAINTER	01-25-61-9095	Cont Svc- Building Misc	Hand clean gutters at Village Hall	\$ 950.00
<b>PETE THE PAINTER Total</b>				<b>\$ 950.00</b>
Pitney Bowes, Inc.	01-12-61-3501	Eq Maint- Post Meter Rent	Postage Mtr Rntl 9/20-12/20/15	\$ 306.00
<b>Pitney Bowes, Inc. Total</b>				<b>\$ 306.00</b>
POLICE EXEC RESEARCH FORUM	01-05-63-1000	Memberships	2016 Annual Membership Police Executive Research Forum	\$ 200.00
<b>POLICE EXEC RESEARCH FORUM Total</b>				<b>\$ 200.00</b>
Professional Benefit Admin., Inc.	06-01-61-4004	Prof Serv- Flex Administration	December 2015 Record Keeping Fees	\$ 200.00
<b>Professional Benefit Admin., Inc. Total</b>				<b>\$ 200.00</b>
PROSAFETY INC	01-22-63-6000	Uniforms	Slush boots for Chris Fisher	\$ 25.34
PROSAFETY INC	01-21-63-6000	Uniforms	Safety sun glasses	\$ 13.88
PROSAFETY INC	01-22-63-6000	Uniforms	Safety sun glasses	\$ 13.88
PROSAFETY INC	02-02-63-6000	Uniforms	Safety sun glasses	\$ 13.88
PROSAFETY INC	12-01-63-6000	Uniforms	Safety sun glasses	\$ 13.90
<b>PROSAFETY INC Total</b>				<b>\$ 80.88</b>
QUILL CORPORATION	01-12-62-1000	Office Supplies	Copy paper, add machine rolls	\$ 122.84
QUILL CORPORATION	02-01-62-1000	Office Supplies	Copy paper, add machine rolls	\$ 13.65
QUILL CORPORATION	01-12-62-1000	Office Supplies	9 volt batteries	\$ 27.67
QUILL CORPORATION	02-01-62-1000	Office Supplies	9 volt batteries	\$ 3.08
QUILL CORPORATION	01-12-62-1000	Office Supplies	Ballpoint Pens	\$ 9.36
QUILL CORPORATION	02-01-62-1000	Office Supplies	Ballpoint Pens	\$ 1.04
<b>QUILL CORPORATION Total</b>				<b>\$ 177.64</b>
RAMIREZ COMPOST, INC.	01-21-61-9006	Cont Svc- Compost Disp	Leaf removal service	\$ 19,760.00
RAMIREZ COMPOST, INC.	01-21-61-9006	Cont Svc- Compost Disp	Leaf removal service	\$ 8,360.00
<b>RAMIREZ COMPOST, INC. Total</b>				<b>\$ 28,120.00</b>
RAY O'HERRON CO INC	01-05-63-6007	Uniform- Replacement	Long Sleeve Shirts and Cargo Pants - T. Gloede	\$ 301.85
RAY O'HERRON CO INC	01-05-63-6007	Uniform- Replacement	Long Sleeve Shirts, Short Sleeve Shirts, Sweater A. Hyde	\$ 727.49



## Village of Lincolnshire

### Bills Presented for Payment

December 14, 2015

Vendor Name	Account #	Account Description	Invoice Description	Item Amount
RAY O'HERRON CO INC Total				\$ 1,029.34
RMS UTILITY SERVICES	02-02-61-9108	Valve Maint- Reservoir	Valve inspections	\$ 3,150.00
RMS UTILITY SERVICES Total				\$ 3,150.00
ROSBOROUGH PARTNERS, INC.	01-00-60-2800	Bonds And Escrows	BD Bond Refund - Tree Bond--475 Half Day Rd.	\$ 1,750.00
ROSBOROUGH PARTNERS, INC. Total				\$ 1,750.00
RUSH TRUCK CENTERS	12-01-62-5006	Parts	Antenna	\$ 13.41
RUSH TRUCK CENTERS Total				\$ 13.41
San Filippo Landscape Inc	01-00-60-2800	Bonds And Escrows	BD Bond Refund - Tree Bond - 5 years, trees okay	\$ 5,700.00
San Filippo Landscape Inc Total				\$ 5,700.00
SMITHEREEN PEST MGMT	01-25-61-9047	Cont Svc- Pest Control	Pest control services Village Hall	\$ 65.00
SMITHEREEN PEST MGMT	01-25-61-9047	Cont Svc- Pest Control	Pest control services PWF	\$ 93.00
SMITHEREEN PEST MGMT	01-25-61-9047	Cont Svc- Pest Control	Pest control - Rivershrei Nature Center	\$ 51.00
SMITHEREEN PEST MGMT Total				\$ 209.00
SNAP-ON CREDIT LLC	12-01-63-4000	Publications	Subscription for Vehicle Maintenance software	\$ 108.25
SNAP-ON CREDIT LLC Total				\$ 108.25
STATE FIRE MARSHALL	01-25-61-9023	Cont Svc- HVAC & Elect Mnt	Certify VH air tanks and boilers	\$ 195.00
STATE FIRE MARSHALL Total				\$ 195.00
STO-COTE PRODUCTS INC	01-22-62-3049	Maint Mat- Athletic Fields	Sideboards, brackets, bumper caps and kick plates for ice rink at North Park.	\$ 388.00
STO-COTE PRODUCTS INC	01-22-62-3049	Maint Mat- Athletic Fields	Liner for ice rink at North Park	\$ 1,785.24
STO-COTE PRODUCTS INC Total				\$ 2,173.24
STREICHER'S, INC.	01-05-63-6001	Uniform- Body Armor	Trauma Plate - C. Hess	\$ 115.00
STREICHER'S, INC. Total				\$ 115.00
THE DAVEY TREE EXPERT COMPANY	01-22-61-9089	Tree Removal- Emg, Haz, Diseas	Storm damage tree removal 11-24-15	\$ 1,425.00
THE DAVEY TREE EXPERT COMPANY	01-22-61-9089	Tree Removal- Emg, Haz, Diseas	Storm damage tree removal 11-21-15	\$ 750.00
THE DAVEY TREE EXPERT COMPANY Total				\$ 2,175.00
THE UPS STORE	01-22-61-9210	Special Events- Holiday Tree	Kiosk Sign Holiday decals	\$ 42.50
THE UPS STORE Total				\$ 42.50
TRAFFIC CONTROL & PROTECTION	01-21-62-3041	Maint Mat- St Sign Materials	Signs	\$ 173.15
TRAFFIC CONTROL & PROTECTION Total				\$ 173.15
Urban Forest Management, Inc.	51-22-86-5024	Infr- Corridor Entr Sign/Plnts	ITEP tree inventory & report	\$ 1,150.00
Urban Forest Management, Inc. Total				\$ 1,150.00
Verizon Wireless	02-01-61-1002	Telephone- Cellular	Data Plan Util 10/13-11/12/15	\$ 237.14
Verizon Wireless Total				\$ 237.14
Village of Lincolnshire-Petty Cash	01-21-63-3000	Professional Development	Petty Cash Reimbursements 12/14/2015	\$ 20.00
Village of Lincolnshire-Petty Cash	02-02-63-3000	Professional Development	Petty Cash Reimbursements 12/14/2015	\$ 20.00
Village of Lincolnshire-Petty Cash	01-20-63-3000	Professional Development	Petty Cash Reimbursements 12/14/2015	\$ 20.00
Village of Lincolnshire-Petty Cash	02-02-63-9000	Business Expenses	Petty Cash Reimbursements 12/14/2015	\$ 14.19
Village of Lincolnshire-Petty Cash	01-01-63-9000	Business Expenses	Petty Cash Reimbursements 12/14/2015	\$ 108.94
Village of Lincolnshire-Petty Cash	01-01-63-9000	Business Expenses	Petty Cash Reimbursements 12/14/2015	\$ 6.95
Village of Lincolnshire-Petty Cash	01-02-63-3000	Professional Development	Petty Cash Reimbursements 12/14/2015	\$ 32.32
Village of Lincolnshire-Petty Cash	02-01-60-1500	Part Time Wages	Petty Cash Reimbursements 12/14/2015	\$ 6.00
Village of Lincolnshire-Petty Cash	01-05-63-9000	Business Expenses	Petty Cash Reimbursements 12/14/2015	\$ 13.86
Village of Lincolnshire-Petty Cash	01-20-63-3000	Professional Development	Petty Cash Reimbursements 12/14/2015	\$ 50.00
Village of Lincolnshire-Petty Cash	02-01-60-1500	Part Time Wages	Petty Cash Reimbursements 12/14/2015	\$ 3.00
Village of Lincolnshire-Petty Cash	01-22-61-9210	Special Events- Holiday Tree	Petty Cash Reimbursements 12/14/2015	\$ 11.94
Village of Lincolnshire-Petty Cash	01-05-63-9000	Business Expenses	Petty Cash Reimbursements 12/14/2015	\$ 20.00
Village of Lincolnshire-Petty Cash	01-05-63-9000	Business Expenses	Petty Cash Reimbursements 12/14/2015	\$ 10.00
Village of Lincolnshire-Petty Cash Total				\$ 337.20
VILLAGE OF VERNON HILLS	17-01-61-4029	Prof Serv- Dispatch Services	December 2015 Monthly Dispatch Services	\$ 24,075.00
VILLAGE OF VERNON HILLS Total				\$ 24,075.00
Vista Print	01-22-61-9200	Special Events- Boo Bash	Sponsor Banner	\$ (3.26)



Village of Lincolnshire

Bills Presented for Payment

December 14, 2015

Vendor Name	Account #	Account Description	Invoice Description	Item Amount
Vista Print	01-22-61-9200	Special Events- Boo Bash	Sponsor Banner	\$ 55.55
<b>Vista Print Total</b>				<b>\$ 52.29</b>
W. W. GRAINGER, INC	12-01-62-5007	Tires	Trailer tire	\$ 74.26
W. W. GRAINGER, INC	51-21-80-3266	Emergency Response Trailer	Hose clamp for Emergency Response Trailer	\$ 50.68
W. W. GRAINGER, INC	01-20-64-2000	Office Equipment	Table for PWF lunchroom computer	\$ 405.90
<b>W. W. GRAINGER, INC Total</b>				<b>\$ 530.84</b>
WATER PRODUCTS CO.	02-02-62-3068	Maint Mat- Hydrant Parts & ACS	Main valve rubber, o ring, and drain plunger.	\$ 521.85
<b>WATER PRODUCTS CO. Total</b>				<b>\$ 521.85</b>
WHOLESALE DIRECT, INC.	12-01-62-3067	Maint Mat- Parts	Recovery strap	\$ 89.37
WHOLESALE DIRECT, INC.	12-01-62-5006	Parts	Pintle hooks, and Stinger LED	\$ 258.02
WHOLESALE DIRECT, INC.	51-21-80-7254	Five Ton Replacement #254	Pintle hooks, and Stinger LED	\$ 168.86
<b>WHOLESALE DIRECT, INC. Total</b>				<b>\$ 516.25</b>
XEROX CORPORATION	01-12-61-7000	Duplicating	Monthly Service Police Copier November 2015	\$ 76.50
XEROX CORPORATION	02-01-61-7000	Duplicating	Monthly Service Police Copier November 2015	\$ 8.50
XEROX CORPORATION	01-12-61-7000	Duplicating	Nemo - 10-21-15 to 11-21-15	\$ 51.30
XEROX CORPORATION	02-01-61-7000	Duplicating	Nemo - 10-21-15 to 11-21-15	\$ 5.70
XEROX CORPORATION	01-12-61-7001	Duplicating- Lease Copiers	Meme 10-21-15 to 11-21-15	\$ 304.17
XEROX CORPORATION	02-01-61-7001	Duplicating- Lease Copiers	Meme 10-21-15 to 11-21-15	\$ 33.80
XEROX CORPORATION	01-12-61-7001	Duplicating- Lease Copiers	Coco base charge 10-21-15 to 11/21/15	\$ 160.20
XEROX CORPORATION	02-01-61-7001	Duplicating- Lease Copiers	Coco base charge 10-21-15 to 11/21/15	\$ 17.80
XEROX CORPORATION	01-12-61-7000	Duplicating	Coco overages 10-21-15 to 11-21-15	\$ 94.03
XEROX CORPORATION	02-01-61-7000	Duplicating	Coco overages 10-21-15 to 11-21-15	\$ 10.45
<b>XEROX CORPORATION Total</b>				<b>\$ 762.45</b>
XYLEM WATER SOLUTIONS USA	02-02-61-3007	Eq Maint- Rep Resvoir/Lift St	New pump installation for Londonderry Lift Station	\$ 1,050.00
XYLEM WATER SOLUTIONS USA	02-02-61-3007	Eq Maint- Rep Resvoir/Lift St	New pump installation at Indian Creek Lift Station	\$ 1,082.00
<b>XYLEM WATER SOLUTIONS USA Total</b>				<b>\$ 2,132.00</b>
<b>Grand Total</b>				<b>\$ 763,848.63</b>

**REQUEST FOR BOARD ACTION  
December 14, 2015 Regular Village Board**

**Subject:** Right to Work

---

**Action Requested:** Approval of an Ordinance on Economic Development and Worker Empowerment by Regulation of Involuntary Payroll Deductions for Private Sector Workers in the Village of Lincolnshire

---

**Originated By:** Elizabeth Brandt, Mayor

---

**Referred To:** Village Board

---

**Summary/Background:**

At the November 23, 2015 Committee of the Whole meeting, it was the consensus of the Village Board to place this item on the Consent Agenda for the December 14, 2015 meeting for approval. Subsequent to the November 23, 2015 meeting, several public comments have been received.

**Attachments**

- Proposed Ordinance on Economic Development and Worker Empowerment by Regulation of Involuntary Payroll Deductions for Private Sector Works in the Village of Lincolnshire
- 11/28/2015 Daily Herald News Articles
- Public Comments Received to Date
- Sample of Union Organization Communications Encouraging Attendance at December 14, 2015 Village Board Meeting
- November 23, 2015 Committee of the Whole Meeting Packet

<b>Meeting History</b>	
<b>Regular Village Board Meeting</b>	<b>December 14, 2015</b>
<b>Committee of the Whole Meeting</b>	<b>November 23, 2015</b>

**ORDINANCE NO. \_\_\_\_\_**

**VILLAGE OF LINCOLNSHIRE, ILLINOIS**

**AN ORDINANCE ON ECONOMIC DEVELOPMENT AND WORKER EMPOWERMENT BY REGULATION OF INVOLUNTARY PAYROLL DEDUCTIONS FOR PRIVATE SECTOR WORKERS IN THE VILLAGE OF LINCOLNSHIRE**

**WHEREAS**, the Village of Lincolnshire, Lake County, Illinois (the “Village”), is a municipal corporation and Home Rule unit by referendum pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and as such may exercise any power or perform any function pertaining to its government and affairs, the powers and functions of which shall be construed liberally; and

**WHEREAS**, Mayor and Council of the Village of Lincolnshire find that fostering a commercially competitive environment to maintain a stable, diverse tax base in the Village and the promotion of job growth for the Village’s residents pertain to the government and affairs of the Village of Lincolnshire; and

**WHEREAS**, it is the intent of this Ordinance to protect individual choice and worker freedoms such that in the Village of Lincolnshire, no employee covered by the National Labor Relations Act (“NLRA”) shall be compelled to join or pay dues to a union, or refrain from joining a union, as a condition of employment; and provide certain penalties for violation of those employment rights; and

**WHEREAS**, the Village of Lincolnshire and its residents compete for employment opportunities and business development with other municipalities and states whose citizens benefit from similar worker freedom legislation; and

**WHEREAS**, as of September, 2015 the State of Illinois has 200,000 fewer Illinoisans working compared to before the Great Recession, the worst employment recovery of any state in the U.S., necessitating local policy solutions that will attract businesses, manufacturers and investors and thus provide more plentiful opportunities for the residents of Illinois and Lincolnshire; and

**WHEREAS**, a recent poll of CNBC’s Global Council of CFOs revealed that two-thirds of CFOs polled consider a Right-to-Work law to be either “important” or “very important” when they decide where to invest and locate new facilities; and

**WHEREAS**, the NLRA authorizes the State of Illinois and Home Rule units of government to prohibit compulsory union membership and dues payments for employees choosing not to join a union; and

**WHEREAS**, Article VII, Section 6(i) of the Illinois Constitution provides that:

- (i) Home rule units may exercise and perform concurrently with the State any power or function of a home rule unit to the extent that the General Assembly by law does not specifically limit the concurrent exercise or specifically declare the State's exercise to be exclusive;

**WHEREAS**, with respect to the regulation of compulsory union dues payments for employees governed by the NLRA, the General Assembly has neither specifically limited the concurrent exercise of authority by Home Rule units, nor declared the State's exercise to be exclusive; and

**WHEREAS**, the Mayor and Council of the Village of Lincolnshire hereby find and determine that it is in the best interest of the public health safety and welfare of the residents of the Village of Lincolnshire to promote and encourage direct labor commerce by giving employees the freedom to choose employment without restraint or coercion regarding the payment of mandatory dues, fees or other payments to a labor organization as a condition of that employment.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Village of Lincolnshire, Lake County, Illinois, in the exercise of its Home Rule authority as follows:

**SECTION 1: RECITALS**

The foregoing recitals are incorporated into, and made a part of, this Ordinance as if fully set forth in this section 1.

**SECTION 2: DEFINITIONS**

The terms "employee," "employer," "labor organization," and "person" as used in this Ordinance shall have the same meanings as defined by the NLRA.

**SECTION 3: AUTHORITY**

This Ordinance is enacted pursuant to the City's Home Rule authority under Article VII, Section 6 of the Constitution of the State of Illinois.

**SECTION 4: GUARANTEE OF EMPLOYEE RIGHTS**

No person covered by the NLRA shall be required as a condition of employment or continuation of employment with a private-sector employer:

- (A) to resign or refrain from voluntary membership in, voluntary affiliation with, or voluntary financial support of a labor organization;
- (B) to become or remain a member of a labor organization;
- (C) to pay any dues, fees, assessments, or other charges of any kind or amount to a labor organization;
- (D) to pay to any charity or other third party, in lieu of such payments, any amount equivalent to or a pro-rata portion of dues, fees, assessments, or other charges regularly required of members of a labor organization; or
- (E) to be recommended, approved, referred, or cleared for employment by or through a labor organization.

**SECTION 5: VOLUNTARY DEDUCTIONS PROTECTED.**

For employers located in the Village, it shall be unlawful to deduct from the wages, earnings, or compensation of an employee any union dues, fees, assessments, or other charges to be held for, transferred to, or paid over to a labor organization, unless the employee has first

presented, and the employer has received, a signed written authorization of such deductions, which authorization may be revoked by the employee at any time by giving written notice of such revocation to the employer.

**SECTION 6: IMPLIED AGREEMENTS PROHIBITED.**

Any agreement, understanding, or practice, written or oral, implied or expressed, between any labor organization and employer that violates the rights of employees as guaranteed by provisions of this Ordinance is hereby declared to be unlawful, null and void, and of no legal effect.

**SECTION 7: COERCION AND INTIMIDATION PROHIBITED.**

It shall be unlawful for any person, labor organization, or officer, agent or member thereof, by any threatened or actual intimidation of an employee or prospective employee, or an employee's or prospective employee's parents, spouse, children, grand-children, or any other persons in the employee's or prospective employee's home, or by any damage or threatened damage to an employee's or prospective employee's property, to compel or attempt to compel such employee to join, affiliate with, or financially support a labor organization or to refrain from doing so, or otherwise forfeit any rights as guaranteed by provisions of this Ordinance. It shall also be unlawful to cause or attempt to cause an employee to be denied employment or discharged from employment because of support or nonsupport of a labor organization by inducing or attempting to induce any other person to refuse to work with such employees.

**SECTION 8: PENALTIES.**

Any person who violates this Ordinance shall be guilty of a Class A misdemeanor, punishable by fine or imprisonment as set forth in section 5-4.5-55 of the Illinois Unified Code of Corrections, 730 ILCS 5/5-4.5-55.

**SECTION 9: CIVIL REMEDIES.**

Any individual harmed as a result of any violation or threatened violation of the provisions of this Ordinance shall have a civil cause of action to enjoin further violations, and to recover the actual damages sustained, together with the cost of the lawsuit, including a reasonable attorney's fee. Such remedies shall be independent of and in addition to the penalties and remedies prescribed in other provisions of this Ordinance.

To the extent that the law applicable to the forum in which any civil enforcement proceeding is brought under this section 9 provides that a Home Rule unit is not authorized to legislate an award of attorneys fees via an ordinance, then the attorney's fees provision of this section shall be of no force and effect in such forum.

**SECTION 10: PROSPECTIVE APPLICATION.**

The provisions of this Ordinance shall apply to all collective bargaining agreements and employment agreements entered into after the effective date of this ordinance by

employers, employees and/or labor organizations covering non-governmental employees within this Village, and shall apply to any renewal or extension of any existing collective bargaining agreements and employment agreements covering non-governmental employees within this Village made after the effective date of this Ordinance.

**SECTION 11: SEVERABILITY.**

If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

**SECTION 12: CONFLICTING VILLAGE COUNCIL ACTIONS.**

The specific terms of this Ordinance shall supersede any portion of the Lincolnshire Municipal Code or any ordinance, resolution or motion of the Village Council adopted prior to and the terms of which conflict with this Ordinance.

**SECTION 14: HEADINGS.**

The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Ordinance.

**SECTION 15: PUBLICATION IN PAMPHLET FORM.**

The Village Clerk is directed to publish this Ordinance in pamphlet form.

**SECTION 16: EFFECTIVE DATE.**

This Ordinance shall be in full force and effect upon its passage, approval and publication, in the manner provided by law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: \_\_\_\_\_, 2015

Business | updated: 11/28/2015 6:45 AM

# Will Lincolnshire take on labor unions by establishing right-to-work zone?



**Lincolnshire officials are considering adopting an ordinance that would prohibit employers from forcing workers to pay union dues. It's a provision of Gov. Bruce Rauner's controversial turnaround agenda for the state.**

*Paul Valade | Staff Photographer, 2013*



**Russell Lissau**

Months after formally endorsing Gov. Bruce Rauner's controversial turnaround agenda for Illinois, [Lincolnshire \(http://www.lincolnshireil.gov/\)](http://www.lincolnshireil.gov/) officials are going further by moving to establish the town as a right-to-work zone.

Trustees are considering an ordinance that would prevent local employers from automatically deducting union dues from workers' paychecks. Eliminating that mandatory deduction means workers couldn't be fired if they choose not to pay union dues or fees.

It's a key tenet of Rauner's economic plan, which critics have bashed as anti-union or anti-worker.

Rauner and his allies have said the proposals in the [turnaround agenda](https://www.illinois.gov/gov/Documents/CompiledPacket.pdf) (<https://www.illinois.gov/gov/Documents/CompiledPacket.pdf>), including the one that calls for what the governor termed "employee empowerment zones," give people more local control over their lives.

But labor unions, including the [Illinois Federation of Teachers](https://www.ift-aft.org/rtw) (<https://www.ift-aft.org/rtw>), say the governor's plan would result in lower wages, increased unemployment and decreased union membership, among other concerns.

Additionally, Illinois Attorney General Lisa Madigan has issued a formal opinion that municipal right-to-work zones aren't allowed under federal law.

Lincolnshire's trustees discussed the proposal this week and could formally adopt the plan at their Dec. 14 meeting, Village Manager Brad Burke said.

Mayor [Elizabeth Brandt](http://www.lincolnshireil.gov/staff/62) (<http://www.lincolnshireil.gov/staff/62>) is championing the proposal. Brandt enthusiastically backed Rauner's overall turnaround plan in May, too.

"I want to give (this) 100-percent support," she said at the time.

Brandt didn't respond to multiple interview requests about the new measure this week.

The proposed ordinance would apply to people working for private companies and not government employees.

Voluntary payroll deductions for union dues still would be allowed.

Anyone who violates the ordinance could be charged with a misdemeanor and be fined or jailed if convicted, according to the proposal.

Lincolnshire likely is among the first towns in the North or Northwest suburbs to consider creating a right-to-work zone. Burke said he's unaware of any other village board taking such a step.

Likewise, few suburbs have joined Lincolnshire in endorsing Rauner's turnaround plan, which also calls for minimum wage reform, tax freezes, political term limits, lawsuit reforms and other proposals. Round Lake Beach, Third Lake, East Dundee and Elk Grove Village are among the other towns backing Rauner's agenda.

Conversely, Mundelein, Libertyville, Wauconda, Vernon Hills, Naperville and many other communities have rejected the proposal, opted not to vote after discussing the matter or decided not to bring it up for debate at all.

Several suburban officials said the issues should be addressed in the state Capitol, not village boardrooms.

That was especially the case after Madigan's March announcement that some elements in Rauner's plan are illegal. She specifically targeted the proposed right-to-work zones, saying federal labor law allows such policies

to be enacted only on a statewide basis.

The [Illinois Policy Institute \(https://www.illinoispolicy.org/\)](https://www.illinoispolicy.org/) -- a nonprofit research group that focuses on economic and government issues -- disagrees. It endorses the right-to-work concept and says Illinois law doesn't prevent home-rule communities, such as Lincolnshire, from adopting such ordinances.

But in an [informational booklet \(http://www.village.lincolnshire.il.us/government/meeting-agendas-and-minutes?format=raw&task=download&fid=1201\)](http://www.village.lincolnshire.il.us/government/meeting-agendas-and-minutes?format=raw&task=download&fid=1201) on right-to-work zones given to Lincolnshire trustees before their discussion Monday, the group also said municipalities should be prepared for court challenges.

"If Illinois local governments start passing Right-to-Work ordinances, the unions will almost certainly file lawsuits against one or more of them," the group's report said.

When asked for his opinion of Lincolnshire's proposal and the potential legal risks, village attorney Adam Simon said officials are relying on the Illinois Policy Institute's analysis. He declined to comment further.

Lincolnshire Trustee Tom McDonough told the Daily Herald he was unaware Madigan had questioned the legality of right-to-work zones in Illinois. He called the plan fair for workers, labor unions and taxpayers.

"It's not fair (to say) 'You don't want to be in the union, too bad, you have to be in the union,'" McDonough said. "If you don't want to join, you don't have to join."

Even so, McDonough said officials will review the potential for litigation before voting.

**External Link ( [illinois.gov](#) )**  
**Illinois Turnaround agenda**



Suburbs / Lincolnshire Review / Lincolnshire News

# Lincolnshire considers going 'right to work' in village limits

By **Ronnie Wachter** · **Contact Reporter**

Pioneer Press

SHARE THIS



Lincolnshire considers creating "right to work" zone for corporations

DECEMBER 7, 2015, 3:22 PM

**T**he Lincolnshire Village Board might soon give unionized employees who work at private companies inside village boundaries the choice of whether or not to pay union dues.

And a variety of interests from outside their boundaries might gather in Village Hall, either to support or protest the move.

At a meeting on Dec. 14, trustees are expected to consider an ordinance that, if approved, would make Lincolnshire a "right-to-work" zone, according to the village. The law would allow workers in village limits to opt out of paying union dues.

As of Monday, Lincolnshire Mayor Liz Brandt had not returned several calls seeking comment. She said via text last week she was out of town and unavailable. Trustee Mara Grujanac declined to comment because she said she had not attended the most recent board meeting and was not updated on the matter. All other village trustees did not return calls.

*Article continues below* ↓

So-called "right to work" zones – hailed as individual empowerment by proponents and a union-breaking scheme by detractors – have become a part of Republican Gov. Bruce Rauner's agenda. The vote in Lincolnshire has caught the attention of the Chicago Federation of Labor, conservative policy makers and other interested parties.

"The concept of local right-to-work is pretty new," said Kristina Rasmussen, executive vice president of the Illinois Policy Institute, a conservative think tank that hopes to see the concept grab traction.

Tonya Zozulya, Lincolnshire's economic development director, wrote in an email that the village

presently holds about 25,000 jobs. How many of those are in unions, though, is not a statistic the village keeps, officials said.

The ordinance Lincolnshire officials will consider would affect only private corporations and would have no impact on the area's police officers, firefighters, teachers or other public employees.

Roger Sosa, the executive director of the Buffalo Grove Lincolnshire Chamber of Commerce, said his organization had no stance on the proposal. He said most of the chamber's members are small businesses with no unions.

He noted, though, that word of a right-to-work zone in Lincolnshire is spreading. Among the comments he has heard was one angry business owner who reportedly takes part in the Taste of Lincolnshire and other community events. Sosa said this owner will refuse to work with Lincolnshire if it passes the ordinance.

"I thought 'Wow, that's pretty severe stuff,'" Sosa said.

The Chicago Federation of Labor is [calling for its members to assemble in Village Hall](#) to protest the vote. At the Northeastern Illinois Federation of Labor, an AFL-CIO branch, president Patrick Statter said last week that his group will organize an effort to stop what he called a "right to work for less" zone.

"Certainly, it's a slap in the face to organized labor," Statter said of the proposal.

Corporations and unions can come to arrangements by which new employees are required to join the union that covers the position they have been hired into. Their employer company then takes money out of the employee's paycheck for union dues.

In May, Lincolnshire became one of a group of suburbs – including Elk Grove Village, East Dundee and Round Lake Beach -- that endorsed the plan to make payment of dues voluntary. But the endorsement was a formality and had no effect on any municipalities' codes — unlike a new ordinance.

"Lincolnshire for whatever reason, is now taking it a step further," Statter said.

Rasmussen said workers in Lincolnshire deserve the choice of whether or not to pay union dues.

"If the employee sees value in the union, they should be empowered to give the union their dues," she said.

[rwachter@pioneerlocal.com](mailto:rwachter@pioneerlocal.com)

*Twitter: @RonnieAtPioneer*

---

Copyright © 2015, Chicago Tribune

**This article is related to:** [Lincolnshire](#)

[VIEW COMMENTS \(3\)](#)

---

**Content Continues Below**



**From:** Kelli Harrison [REDACTED]  
**Sent:** Tuesday, December 01, 2015 11:44 AM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Leider; Trustee McDonough;  
Trustee Servi; Trustee Grujanac; Brad Burke; Trustee Hancock  
**Subject:** Officials Contact Form Submission

The following was submitted from the Officials Contact form:

Name: Kelli Harrison

E-Mail Address: [REDACTED]

Comments: I am asking you to not support right to work zones or Rauners agenda. I am a UAW member and our headquarters is in Lincolnshire.

Thank you!

Kelli Harrison

**From:** steve [REDACTED]  
**Sent:** Tuesday, December 01, 2015 12:43 PM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Leider; Trustee McDonough;  
Trustee Servi; Trustee Grujanac; Brad Burke; Trustee Hancock  
**Subject:** Officials Contact Form Submission

The following was submitted from the Officials Contact form:

Name: steve

E-Mail Address: [REDACTED]

Comments: So called right to work laws will only accomplish lower wages and benefits. Rauners turn around agenda is an attack on workers rights, wages and benefits. The right to work laws should not be supported by Lincolnshire.

**From:** John Peterson [REDACTED]  
**Sent:** Sunday, December 06, 2015 11:07 AM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Leider; Trustee McDonough;  
Trustee Servi; Trustee Grujanac; Brad Burke; Trustee Hancock  
**Subject:** Officials Contact Form Submission

The following was submitted from the Officials Contact form:

Name: John Peterson

E-Mail Address: [REDACTED]

Comments: I hope that you all look at the statistics of how a right to work law will create lower paying jobs, less benefits and a poor economy. It's not about high Union paying jobs. But about equality for all. equality for all means for politicians too. If you put this law into effect. It can effect your salary as well as others.

This people of this country need to feel trusted by there elected officials. This action would be demean them even more. Put a pay freeze into effect immediately. If you cut all city employees pay by 5%. The money you can be saving is outstanding. Putting right to work law is not being proactive. But the key is to work together to accomplish the financial hardship the state of Illinois has created. Don't blame unions. Blame past administrations that have lived like primidonas. This ways don't work anymore. Doing the right thing and doing what's right for all is the best way. Please, don't do this.

**From:** Kevin Roth [REDACTED]  
**Sent:** Tuesday, December 08, 2015 4:36 PM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Leider; Trustee McDonough;  
Trustee Servi; Trustee Grujanac; Brad Burke; Trustee Hancock  
**Subject:** Officials Contact Form Submission

The following was submitted from the Officials Contact form:

Name: Kevin Roth

E-Mail Address: [REDACTED]

Comments: No RTW in Illinois. It's not even legal to enact a RTW zone. You are being duped and used by Rauner and the IPI.

## Brad Burke

---

**From:** Ken Edwards [REDACTED]  
**Sent:** Tuesday, December 08, 2015 4:04 PM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Grujanac; Trustee Hancock; Trustee McAllister; Trustee McDonough; Trustee Servi  
**Cc:** Brad Burke  
**Subject:** ORDINANCE ON ECONOMIC DEVELOPMENT AND WORKER EMPOWERMENT...  
**Attachments:** RtW Rauner Response.pdf; NLRB Amicus Brief.pdf

Dear Mayor Brandt and Lincolnshire Trustees:

My name is Ken Edwards and I'm an attorney/organizer with the International Union of Operating Engineers, Local 150. Our Union represents over 23,000 members in northern Illinois, part of Indiana and a portion of Iowa. We represent a large amount of members and their families who reside in Lake County and a small handful in Lincolnshire.

I'm going to be short and to the point here. I know you are planning on voting on an ordinance that would create an alleged right to work zone in Lincolnshire. I also know that you must be aware that the likelihood of this ordinance surviving a legal challenge is slim to none, given the Illinois Attorney General's opinion and well settled law in this regard. So that leaves me with one question for you – why would you be taking this action?

That's a rhetorical question (unless of course you'd actually like to answer it). I believe I know the reason you are taking this action. As such, I'd like to make several points for your consideration before Monday.

1. Governor Rauner himself has admitted that an ordinance such as the one you are about to pass is improper. In a response to the Attorney General's opinion, the Governor's press release stated: ***“Notably, in each of these cases, the law at issue was enacted by the local government, without state authority. None of these cases addressed the structure being proposed by Governor Rauner, which would be based on new state law.”*** There is no such law in Illinois and as such your ordinance will be declared null and void.
2. Governor Rauner himself also noted that the state law he envisioned would give residents the right to vote on this issue. Your ordinance does the voting for your residents, again in blatant disregard as to what the Governor himself contemplates.
3. If you believe that by passing this ordinance and forcing a legal challenge by the Unions you will be draining our valuable resources, please be aware that while we'd rather spend our time and energy doing something else, that's why we have staff lawyers.
4. Also, if you believe that by having a “pro-bono” lawyer (From you agenda packet on 11/23/15 – *“If Illinois local governments start passing Right-to-Work ordinances, the unions will almost certainly file lawsuits against one or more of them, most likely in federal court, asking the courts to strike down the ordinances for the reasons Madigan gave in her opinion. If the unions sue, the Liberty Justice Center will be prepared to defend those local governments and their ordinances in court, free of charge. Any local government interested in passing a Right-to-Work ordinance should contact the Liberty Justice Center beforehand to make arrangements for pro bono legal defense.”*) represent Lincolnshire in the inevitable litigation and that your town will not spend any monies in this matter, I think that such belief is Pollyannaish. Inevitably, there will be Lincolnshire resources spent, whether in the form of attorney's fees when we win, staff time and the like.

5. You as elected officials have a duty to do what is best for the residents of your community. Getting involved in the State and Federal politics in this regard does nothing in my opinion to further the goals of Lincolnshire. Your residents have about as much interest in whether employees in a unionized setting have to pay their fair share of representation costs as I have in a local Lincolnshire TIF district – none.
6. Even Professor Epstein, who is heavily relied upon by the Illinois Policy Institute in its analysis that is attached to your 11/23/15 agenda packet states the following:

“A somewhat more difficult question arises about whether a home rule unit can enact a right to work law without further explicit authorization from the state. In *New Mexico Federation of Law v. City of Clovis*,<sup>39</sup> the Court held that a broad delegation of home rule authority under the New Mexico did not allow for enactment of a right-to-work law.....The issue should be resolved cleanly by fresh legislation.” (emphasis added)

This is the same concept as described above by Governor Rauner. Why is the Village of Lincolnshire taking it upon themselves to pass an ordinance that the Attorney General has already stated is not going to pass muster? That the Governor himself admits needs enabling legislation? Again, rhetorical questions as I believe your motives in this matter are obvious.

I have attached various documents for your perusal prior to Monday. Please pay close attention to Governor Rauner’s press release.

If you have any questions or comments or would like to discuss this matter further, please do not hesitate to contact me. Thanks for listening and I’ll see you Monday.

Ken Edwards

Kenneth E. Edwards, Esq.  
International Union of Operating Engineers, Local 150  
6200 Joliet Road Countryside, Illinois 60525  
Tel: (708) 482-8800 x 4146  
Fax:(708) 387-8330

The information contained in this email message is legally privileged and confidential information intended only for the use of the individual or entity to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this message is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately and destroy this communication and all copies thereof, including attachments.



## OFFICE OF THE GOVERNOR

207 STATE HOUSE  
SPRINGFIELD, ILLINOIS 62706

**BRUCE RAUNER**  
GOVERNOR

**From:** Jason Barclay, General Counsel to the Governor  
**Re:** Permissibility of Employee Empowerment Zones Under Federal Law  
**Date:** March 20, 2015

---

The Governor has proposed legislation to protect employee rights, including the right to employment not conditioned upon union membership, in employee empowerment zones. Under the Governor’s proposal, voters could decide whether such rights should apply within their respective county, municipality, school district, or other unit of local government.

The National Labor Relations Act (“NLRA”), 29 U.S.C. § 158(a)(3), preempts the regulation of “union security agreements” in all instances that impact interstate commerce. That preemption does not apply, however, where such agreements have been “prohibited by State . . . law.” Specifically, Section 14(b) of the NLRA provides:

Nothing in this subchapter shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or Territory in which such execution or application is prohibited by State or Territory law.

In opinion 15-001, issued March 20, 2015, Attorney General Lisa Madigan concludes that this exception permits state to prohibit union security agreements only “on a statewide (or territory-wide) basis”, as 25 states and one territory have done. She argues that local governments cannot prohibit such agreements.

The Attorney General’s opinion cites several cases, including Kentucky and New Mexico, that challenged a local ordinance establishing the right-to-work in that locality. Notably, in each of these cases, the law at issue was enacted by the *local government*, without state authority. None of these cases addressed the structure being proposed by Governor Rauner, which would be based on new state law.

**Office of the Governor**

March 20, 2015

Page 2 of 2

Under Governor Rauner's proposal, the state would establish a uniform set of employee rights. Those rights would apply to employees only in those parts of the state that opted-in to the state law. Thus, in the plain language of Section 14(b) of the NLRA, the use of labor security agreements in those parts of the state would be "prohibited by State law." While state law would authorize voters to decide whether or not to apply these employee protections, if applied the protections would derive from state law, not local law, and therefore fit squarely within the exception under Section 14(b) of the NLRA.

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION**

<b>UNITED AUTOMOBILE, AEROSPACE</b>	)
<b>AND AGRICULTURAL IMPLEMENT</b>	)
<b>WORKERS OF AMERICA LOCAL 3047,</b>	)
<i>et al.,</i>	)
	)
Plaintiffs,	)
	)
v.	)
	)
<b>HARDIN COUNTY, KENTUCKY, et al.,</b>	)
	)
Defendants.	)

CASE No. 3:15-cv-66 (DJH)  
*Electronically filed*

---

**BRIEF OF THE NATIONAL LABOR RELATIONS BOARD  
AS *AMICUS CURIAE* IN SUPPORT OF PLAINTIFFS**

**STATEMENT OF *AMICUS***

The National Labor Relations Board (NLRB or Board) is an independent federal agency created by Congress to enforce and administer the National Labor Relations Act (NLRA or the Act), 29 U.S.C. § 151 *et seq.*, which regulates labor relations between most private-sector employers in the United States, their employees, and the authorized representatives of their employees. Among other things, the NLRA proscribes certain conduct by employers and by labor organizations as unfair labor practices, and empowers the NLRB with exclusive jurisdiction to prevent and remedy the commission of such unfair labor practices. *See Amalgamated Util. Workers v. Consolidated Edison Co.*, 309 U.S. 261, 264-65 (1940).

This *amicus* brief is intended to provide the Court with the NLRB’s experience and historical perspective on the use of union security clauses in collective bargaining agreements under the NLRA, the scope of authority delegated to states and territories under Section 14(b) of the Act (29 U.S.C. § 164(b)), and the relevant statutory meaning and usage of certain terms

raised by this case. The NLRB has a significant interest in the Court's disposition of this case because permitting counties and other local political subdivisions to prohibit union security clauses in collective bargaining agreements displaces the Board's primary authority to regulate such clauses as well as its authority to regulate unfair labor practices falling outside of the authority delegated to states under Section 14(b).

For the reasons set forth *infra*, it is the NLRB's position that Ordinance 300 is preempted by the NLRA and that it should be struck down in its entirety.

### **INTRODUCTION**

The primary issue in this case is whether the provisions of NLRA Section 14(b) authorize counties and other local political subdivisions to prohibit the use of union-security provisions in collective bargaining agreements. Union-security provisions are agreements between employers and labor organizations under which bargaining unit members are required as a condition of employment to maintain membership and pay dues to a labor organization. As we will explain below, under the NLRA, the terms "State or Territory," found in Section 14(b) of the Act, do not and were never intended to include political subdivisions. Nor are County ordinances state laws, and the regulations at issue in Ordinance 300 are not supported by the authority delegated to County Fiscal Courts by the Kentucky General Assembly to regulate trade or commerce, as outlined in Kentucky Statute 67.083(3)(m). As a result, all county ordinances relating to the regulation of union security clauses are preempted by virtue of the National Labor Relations Act, the Labor Management Relations Act, and the Supremacy Clause of the Constitution of the United States. Additionally, certain provisions of Ordinance 300, particularly hiring hall, dues check-off, and anti-coercion and discrimination provisions, as well as those imposing additional penalties for actions proscribed under Section 8 of the NLRA –remedies beyond those Congress

provided in the NLRA – do not fall within the regulatory authority delegated to states through the Section 14(b) exception to preemption.

### **FACTUAL BACKGROUND**

The stated purpose of Ordinance 300 is to ensure that “no employee within Hardin County covered by the National Labor Relations Act need join or pay dues to a union, or refrain from joining a union, as a condition of employment.” County of Hardin, Ky., Ordinance No. 300, Series 2014 (January 13, 2015). Ordinance 300 outlaws union security (*id.* at §§ 4, 6) and hiring halls (*id.* at §§ 4, 6); regulates the permissible scope of union dues check-off agreements (*id.* at §§ 4, 5, 6)<sup>1</sup>; and outlaws coercion by unions and employers regarding an individual’s choice to become or refrain from becoming a member or providing financial support to a labor organization, as well as discharge of employees or refusal to hire based on support or nonsupport of a labor organization (*id.* at § 7). Violations are deemed either Class A or Class B misdemeanors (*id.* at § 8), which subject violators to both civil (*id.* at § 9) and criminal penalties (*Id.* at § 8).

### **ARGUMENT**

#### **I. STATE AND LOCAL LEGISLATION REGULATING ACTIONS COVERED BY SECTIONS 7 AND 8 OF THE NLRA ARE PREEMPTED UNDER *GARMON***

It is settled that the National Labor Relations Act establishes a comprehensive and preemptive national labor policy favoring collective bargaining. Section 1 of the NLRA, 29 U.S.C. § 151, declares that in order to eliminate obstruction to the free flow of commerce, it is

---

<sup>1</sup> While not outlawing check-off agreements outright, Section 5 of the Ordinance provides that authorizations of voluntary deductions must be revocable at any time, which revocation directly conflicts with Section 302(c)(4) of the Labor Management Relations Act, 29 USC § 186(c)(4). That section permits voluntary deduction agreements irrevocable for up to one year. *See infra* n.13.

“the policy of the United States” to encourage “the practice and procedure of collective bargaining” and to protect “the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment . . . .” To effectuate this policy, Congress specified in Section 8 of the NLRA, 29 U.S.C. § 158, conduct that would be prohibited, and conduct that would be permitted. The Supreme Court has recognized that there is a “national policy . . . expressed in the National Labor Relations Act . . . .” *Barrentine v. Arkansas-Best Freight Sys., Inc.*, 450 U.S. 728, 735 (1981).<sup>2</sup>

As explained in *San Diego Building Trades Council v. Garmon*, 359 U.S. 236, 243 (1959), “when it is clear or may fairly be assumed that the activities which a State purports to regulate are protected by § 7 of the National Labor Relations Act, or constitute an unfair labor practice under § 8, due regard for the federal enactment requires that state jurisdiction must yield.” In so holding, the Court reasoned that “to leave the States free to regulate conduct so plainly within the central aim of federal regulation involves too great a danger of conflict between power asserted by Congress and requirements imposed by state law,” and that allowing “the States to control conduct which is the subject of national regulation would create potential frustration of national purposes.” *Id.* at 244. In other words, Congress intended for uniform labor

---

<sup>2</sup>In order to obtain uniform application of the NLRA, Congress “confide[d] primary interpretation and application of its rules” to the National Labor Relations Board. *San Diego Building Trades Council v. Garmon*, 359 U.S. 236, 242, 245 (1959). “*Garmon* preemption” precludes interference “with the NLRB’s interpretation and active enforcement of the ‘integrated scheme of regulation’ established by the NLRA.” *Golden State Transit Corp. v. Los Angeles*, 475 U.S. 608, 613 (1986) (quoting *Wisconsin Dep’t of Industry v. Gould, Inc.*, 475 U.S. 282, 289 (1986)). A second preemption principle, announced in *Machinists v. Wisconsin Employment Relations Commission*, 427 U.S. 132, 140 (1976), precludes regulation “concerning conduct that Congress intended to be unregulated.” *Metropolitan Life Ins. Co. v. Massachusetts*, 471 U.S. 724, 749 (1985).

policy regarding issues protected by Section 7 and prohibited under Section 8 of the Act, such that federal regulation supersedes all state laws pertaining to those subjects.

“Although the labor-management relationship is structured by the NLRA, certain areas intentionally have been left ‘to be controlled by the free play of economic forces.’” *Golden State*, 475 U.S. at 614 (quoting *Machinists*, 427 U.S. at 140). Indeed, Congress desired employers and unions generally to be free from regulation as to the particular terms and conditions of employment to be included in their collective-bargaining agreements. See *H.K. Porter Co. v. NLRB*, 397 U.S. 99, 108 (1970). Accordingly, even silence in the NLRA is meaningful and can preempt state and local regulation.

Congress included specific provisions in the NLRA to permit employers and unions to negotiate union-security agreements requiring employees to maintain membership in or pay dues to a union: “nothing in this subchapter, or in any other statute of the United States, shall preclude an employer from making an agreement with a labor organization...to require as a condition of employment membership therein.” 29 U.S.C. § 158(a)(3). Congress’s reason for permitting such agreements was described by the Second Circuit in *Buckley v. Television & Radio Artists*, 496 F.2d 305, 311 (2d Cir.), *cert. denied*, 419 U.S. 1093 (1974):

Congress was understandably concerned with minimizing industrial strife . . . . It was the legislative judgment that these goals are most easily realized if a suitable collective bargaining apparatus exists . . . , and so the national labor laws provide for an exclusive bargaining agent to represent each discrete employee bargaining unit. . . .

To enable these agents to fulfill their statutory responsibility to represent all the employees while collectively bargaining with the employer, the statutes permit the levying of mandatory dues on all employees who will reap the benefits . . . . A required tolerance of “free-riders,” i.e., those who enjoy the benefit of the union’s negotiating efforts without assuming a corresponding portion of the union’s financial burden, would result not only in flagrant inequity . . . but might also eventually seriously undermine the union’s ability to perform its bargaining function. It is thus manifest that the statutory treatment of mandatory union dues serves a substantial public interest.

While choosing to permit union-security agreements, Congress has carefully circumscribed their permissible boundaries. As originally enacted, Section 8(3) of the Wagner Act of 1935 (National Labor Relations Act) permitted unions and employers to negotiate “closed shop” agreements requiring employers to hire only persons who were already union members. *See Oil, Chemical and Atomic Workers v. Mobil Oil Corp.*, 426 U.S. 407, 414 (1976).

In 1947, Congress chose to ban closed shops, reacting to widespread abuses associated with them, but to permit “union shops,” which allow employers and unions to require as a condition of continued employment membership in the labor organization “on or after the thirtieth day following the beginning of such employment . . . .” 29 U.S.C. § 158(a)(3). Thus, the 1947 Taft-Hartley Act

intended to accomplish twin purposes. On the one hand, the most serious abuses of compulsory unionism were eliminated by abolishing the closed shop. On the other hand, Congress recognized that in the absence of a union-security provision ‘many employees sharing the benefits of what unions are able to accomplish by collective bargaining will refuse to pay their share of the cost.’

*NLRB v. General Motors Corp.*, 373 U.S. 734, 740 (1963) (quoting S. Rep. No. 105, 80<sup>th</sup> Cong., 1<sup>st</sup> Sess., p.6).

In Section 8(a)(3) of the NLRA, Congress provided further safeguards, prohibiting an employer from discriminating against an employee for non-membership in a labor organization if “membership was not available to the employee on the same terms and conditions generally applicable to other members,” or if “membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues . . . .” 29 U.S.C. § 158(a)(3). Section 8(b)(2), 29 U.S.C. § 158(b)(2), similarly prohibits unions from causing an employer to discharge an employee for non-membership if membership “has been denied or terminated on some ground

other than his failure to tender the periodic dues . . . .”<sup>3</sup> As the Supreme Court has stated, “[m]embership’ as a condition of employment is whittled down to its financial core.” *General Motors Corp.*, 373 U.S. at 742.<sup>4</sup>

The NLRA thus extensively regulates union security. Union security is “a matter as to which . . . federal concern is pervasive and its regulation complex.” *Amalgamated Ass’n of Street, Elec. Ry. and Motor Coach Employees v. Lockridge*, 403 U.S. 274, 276 (1971). Section 8(a)(3) “permits employers as a matter of federal law to enter into agreements with unions to establish union or agency shops” and “articulates a national policy that certain union-security agreements are valid as a matter of federal law.” *Mobil Oil Corp.*, 426 U.S. at 409, 416. Indeed, under the NLRA, parties are required to bargain over union security where raised in negotiations for a collective bargaining agreement, as it is a mandatory subject of bargaining.<sup>5</sup> *See Pleasantview Nursing Home, Inc. v. NLRB*, 351 F.3d 747, 759 (6th Cir. 2003). A refusal to so bargain is an unfair labor practice under the Act. *Id.*

Accordingly, because Ordinance 300 regulates union security, it plainly falls within the area of conduct governed by Sections 7 and 8 of the NLRA, and is invalid. *See Lockridge*, 403 U.S. at 292-93 (state court lawsuit against union for causing employee’s discharge under union-

---

<sup>3</sup> In addition, Section 8(b)(5), 29 U.S.C. § 158(b)(5), prohibits unions from requiring employees covered by union-security clauses to pay “excessive or discriminatory” initiation fees.

<sup>4</sup> The Supreme Court has held that employees may be required to pay only those fees necessary to cover the labor organization’s actual costs for collective bargaining, contract administration, and grievance adjustment. *Communications Workers of America v. Beck*, 487 U.S. 735 (1988). Employees may opt out of paying for any union expenditures beyond those made to accomplish these core duties.

<sup>5</sup> Under the NLRA, parties may be required to bargain only over such mandatory subjects which are considered to fall within the phrase “wages, hours, and other terms and conditions of employment,” found in Section 8(d) of the NLRA, 29 U.S.C. § 158(d). *See NLRB v. Wooster Div. of Borg-Warner Corp.*, 356 U.S. 342, 348-49 (1958).

security provision is preempted since union’s conduct arguably violated the NLRA). As shown below, Section 14(b) of the Act does not save the ordinance from preemption.

## II. THE 14(b) EXCEPTION TO PREEMPTION DOES NOT INCLUDE POLITICAL SUBDIVISIONS

Congress enacted Section 14(b) as part of the Taft-Hartley Act in 1947. This section provides: “Nothing in this Act . . . shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or Territory in which such execution or application is prohibited by State or Territorial law.” Section 14(b) is recognized as a clearly-worded and limited exception to the nationwide application of the NLRA, empowering only States and Territories to prohibit union security. *See Mobil Oil Corp.*, 426 U.S. at 416. Additional exceptions are not specifically articulated by Congress, and they cannot be implied. *Andrus v. Glover Constr. Co.*, 446 U.S. 608, 616-17 (1980); *see also In re Robinson*, 764 F.3d 554, 562 (6th Cir. 2014).

The language of Section 14(b) is clear and unambiguous, and a narrow construction of Section 14(b) – limited to States and Territories – is consistent with its legislative history. At the time that this section was enacted, Congress was aware that there existed some twelve States with laws prohibiting union security, and the legislative history indicates that it was these State laws which Congress intended to preserve.<sup>6</sup> Thus, “§ 14(b) was designed to make clear that

---

<sup>6</sup> The legislative history repeatedly refers to State laws and only State laws prohibiting union security:

Since by the Labor Act Congress preempts the field . . . the committee has provided expressly in section 13 [now 14(b)] that laws and constitutional provisions of any State that restrict the right of employers to require employees to become or remain members of labor organizations are valid, notwithstanding any provision of the National Labor Relations Act. . . .

[Union security] [a]greements . . . are valid only if they are valid under the laws of any State in which they are to be performed, and by section

§ 8(a)(3) left the States free to pursue ‘their own more restrictive policies in the matter of union-security agreements.’” *Mobil Oil*, 426 U.S. at 417 (quoting *Algoma Plywood Co. v. Wisconsin Board*, 336 U.S. 301, 314 (1949)).

The Supreme Court in *Mobil Oil* narrowly construed Section 14(b), rejecting an expansive application of a Texas law to a collective-bargaining agreement of a corporation headquartered in Texas, where the employees’ principal job situs was not in Texas, but on the high seas: “[t]here is nothing in either § 14(b)’s language or legislative history to suggest that there may be applications of right-to-work laws which are not encompassed under § 14(b) but which are nonetheless permissible.” 426 U.S. at 413 n.7 (emphasis added). Having found that Section 14(b) did not permit the application of the Texas state law, the Court upheld the validity of a union-security clause negotiated between the union and employer. Thus, where there was no valid application of a state or territorial right-to-work law by virtue of Section 14(b), the federal law permits parties to negotiate and enforce union-security agreements. It bears repeating, “Section 8(a)(3) articulates a national policy that certain union-security agreements are valid as a matter of federal law.” *Mobil Oil*, 426 U.S. at 416.

---

13 the United States expressly declares the subject of compulsory unionism one that the States may regulate concurrently with the United States, . . . At least 12 States (Alabama, Arizona, Arkansas, Florida, Georgia, Idaho, Louisiana, Minnesota, Nebraska, North Dakota, South Dakota, and Tennessee) have laws forbidding compulsory unionism. Four others (Colorado, Kansas, Utah, and Wisconsin) allow agreements compelling union membership only after the employees authorize such agreements by large majorities.

H.R. No. 245, 80th Cong., 1st Sess. at 44, 34 (1947)(emphases added).

Hardin County is neither a “State” nor a “Territory,” but rather, a political subdivision of a state.<sup>7</sup> Certainly if the terms “State or Territory” were intended to include their respective political subdivisions Congress would have included language referencing political subdivisions in Section 14(b). Indeed, Congress knew how to specify its intent to exclude local governments from provisions of the Act. Section 2(2) of the Act, 29 U.S.C. § 152(2), defines “employer” as excluding “any State *or political subdivision thereof*.” (Emphasis added.) In Section 14(b), however, Congress merely used the terms “states or territories,” but *not* “political subdivisions.” Such a difference supports the conclusion that Congress had no intention of permitting any governments other than states or territories to prohibit union security. If it had, at the very least, Congress would have discussed political subdivisions during Section 14(b)’s drafting.<sup>8</sup>

Courts that have analyzed this issue have long agreed that political subdivisions are excluded from the scope of power delegated by Section 14(b) of the Act. In *Kentucky State AFL-*

---

<sup>7</sup> Defendants have not contended, nor could they, that the ordinance constitutes territorial law. The Supreme Court has generally described territories as lands “acquired by the United States by war with a foreign state.” *Binns v. United States*, 194 U.S. 486, 490 (1904).

<sup>8</sup> Defendants’ reliance on *Wisconsin Public Intervenor v. Mortier*, 501 U.S. 597, 605 (1991), and *City of Columbus v. Ours Garage and Wrecker Service, Inc.*, 536 U.S. 424, 429 (2002), is misplaced (Def. MSJ at 5-7). Both cases involved statutes where only “states” were expressly referenced in the federal statute at issue. In *Mortier*, the Court’s decision was largely influenced by the Court’s rejecting the idea that the federal statute in question constituted a comprehensive statute occupying the field. *Mortier*, 501 U.S. at 612. Likewise, *City of Columbus* involved local authority over motor safety regulations, which the Court repeatedly noted was an area traditionally left to state authority (536 U.S. at 437-39), indeed, “in a field where States have traditionally allowed localities to address local concerns.” *Id.* at 439. Here, *Garmon* and its progeny clearly demonstrate that the NLRA preempts regulations within the compass of § 7 or § 8 of the Act. *See Golden State*, 475 U.S. at 614 (“The *Garmon* rule is intended to preclude state interference with the National Labor Relations Board’s interpretation and active enforcement of the ‘integrated scheme of regulation’ established by the NLRA).

*CIO et al. v. Puckett*, 391 S.W.2d 360 (Ky. Ct. App. 1965),<sup>9</sup> the court found preempted a similar ordinance prohibiting union security that was enacted by a city, reasoning that “the [14(b)] exception should be strictly and narrowly construed because it represents a departure from the overall spirit and purpose of the Act.” *Puckett*, 391 S.W.2d at 363; *see also Thomas E. Basham Co. v. Lucas*, 21 F.2d 550, 551 (W.D. Ky. 1927). The court further explained that the terms “State or Territory” were meant to exclude local subdivisions because “it is not reasonable to believe that Congress could have intended to waive other than to major-policy making units such as states and territories, the determination of policy in such a controversial area as that of union-security agreements.” *Id.* at 362. The court thus invalidated the ordinance because it believed “Congress was willing to permit varying policies at the state level, but could not have intended to allow as many local policies as there are local political subdivisions in the nation.” *Id.*

A similar case was decided in New Mexico. In *New Mexico Federation of Labor v. City of Clovis*, 735 F. Supp. 999 (D.N.M. 1990), the District Court for the District of New Mexico invalidated a city ordinance that prohibited employers within the municipality from requiring the payments of dues, assessments, or other charges to labor organizations as a condition of employment. Much like in *Puckett*, the court reiterated that “Congress intended an exclusive regulatory system and . . . 8(a)(3) so thoroughly regulates the subject of union security agreements so as to preempt the matter from state legislation except to the extent specifically permitted under § 14(b) of the Act.” *Id.* at 1002. The court noted that “[a] myriad of local regulations would create obstacles to Congress’ objectives under the NLRA.” *Id.* at 1002.

---

<sup>9</sup> The Kentucky Court of Appeals, which decided *Puckett*, was the highest court in Kentucky until the Supreme Court was created on November 4, 1975, by a Kentucky Judicial Branch Restructuring Referendum.

If the Ordinance is allowed to stand, other local governmental entities in New Mexico and presumably elsewhere could enact such ordinances, or different ordinances, concerning the same subject matter. The result would be a crazy-quilt of regulations within the various states. . . . [T]he diversity that arises from different regulations among various of the 50 states and the federal enclaves within the 21 right-to-work states is qualitatively different from the diversity that would arise if cities, counties, and other local governmental entities throughout the country were free to enact their own regulations. A consequence of such diversity for both employers and unions would be to subject a single collective bargaining relationship to numerous regulatory schemes thereby creating an administrative burden and an incentive to abandon union security agreements.

*Id.* at 1002-03.

To illustrate the courts' concerns in both cases, permitting all local political subdivisions to enact their own right-to-work ordinances could create a "crazy-quilt" – in Kentucky alone – of at least 545 Kentucky regulations, spread across 120 counties and 425 cities, not to mention the local governments of 50 states across the country. Businesses with locations across county lines would be subject to varying regulations, with union-security provisions permissible in some of its locations, and prohibited in others. Such a scheme would make it virtually impossible to administer national "industry agreements," applicable to certain transient workers across the country. A national scheme of hundreds of potentially conflicting local regulations would discourage the bargaining of such agreements, which is already complicated by conflicting state laws. Certainly, Congress could not have intended to subject a single collective bargaining agreement covering multiple business locations to such a regulatory scheme.<sup>10</sup>

---

<sup>10</sup> While the Tenth Circuit Court of Appeals found no preemption of a tribal right-to-work ordinance in *NLRB v. Pueblo of San Juan*, 276 F.3d 1186 (10th Cir. 2002), the court there relied upon the unique sovereign nature of the San Juan Tribe and the fact that in such a federal enclave, the reach of the regulations in question would be truly limited to the lands controlled by the Tribe. The court thus ruled that Section 14(b)'s silence regarding Native American lands was not indicative of Congress's intent to exclude them from the scope of Section 14(b)'s exception. Of course, Native American lands and federal enclaves are not at issue here.

Finally, there is little doubt that Ordinance 300 lacks state judicial authorization. *See John P. King Mfg. Co. v. City Council of August*, 277 U.S. 100, 111 (1928) (“[t]he decision of the state court of last resort is conclusive upon the point that the ordinance under consideration is within the scope of the powers conferred by the state legislature.”). While the issue of county right-to-work ordinances has not been reviewed by the Kentucky Supreme Court, there is reason to believe that on the basis of similar precedent related to municipal ordinances, namely *Kentucky State AFL-CIO v. Puckett*, decided by Kentucky’s then highest court, the Kentucky court would find such county ordinances to be preempted. After all, as noted above, whether subjecting Kentucky businesses operating at multiple locations to 545 local or just 120 county ordinances, the court would likely find such a scheme to run counter to the authority granted to the Fiscal Court of Hardin County to regulate commerce for the “convenience of the public.” *See* KRS 67.083(3)(m).

### **III. THE ORDINANCE REGULATES ACTIVITY OUTSIDE THE SCOPE OF AUTHORITY DELEGATED TO STATES BY THE 14(B) EXCEPTION**

Ordinance 300 contains additional provisions that are beyond the scope of authority conferred upon states by Section 14(b), and is therefore invalid for this reason as well. Specifically, as set forth above, the ordinance regulates dues check-off, hiring halls, coercion, intimidation, and discharge or refusal to hire based on support or nonsupport of a labor organization; it further provides penalties for violations of any of these prohibitions. The Supreme Court has recognized that “for the purposes of the Supremacy Clause, the constitutionality of local ordinances is analyzed in the same way as that of statewide laws.” *Hillsborough Cnty., Fla. v. Automated Medical Labs., Inc.*, 471 U.S. 707, 713 (1985). Not even states and territories are permitted to regulate in the manner prescribed above, and accordingly, the ordinance is preempted for this reason as well.

A. Dues Check-off and Hiring Hall Provisions Are Regulated Under the NLRA and Are Not Within the Scope of Section 14(b)

The area of dues check-off is already federally regulated by Section 302(c)(4) of the Labor Management Relations Act (LMRA), which sets forth the requirements for a valid dues check-off provision.<sup>11</sup> As a mandatory subject of bargaining related to wages, the Board regulates such employee payroll deductions. *See Tribune Publishing Co.*, 351 NLRB 196, 197 (2007), *enf'd*, 563 F.3d 1330 (D.C. Cir. 2009). Likewise, hiring halls are regulated through Section 8's prohibition of discrimination based on union activity. *See, e.g., Local 357, Int'l Bhd. of Teamsters v. NLRB*, 365 U.S. 667, 673-75 (1961) (noting that hiring halls are permissible under the Act, so long as they are operated in a nondiscriminatory manner).

Neither of these contractual provisions is within the scope of Section 14(b)'s permission of state regulation. As stated above (n.6), the purpose of Section 14(b) was to permit state laws "that restrict the right of employers to require employees to become or remain members of labor organizations." H.R. No. 245, 80th Cong., 1st Sess. at 44, 34 (1947). Accordingly, the purpose of Section 14(b) is to permit the prohibition of *union-security* only – not additional laws that invade the field otherwise regulated by the Act. The courts that have addressed this issue are in agreement that provisions regulating dues check-off and hiring halls do not fall within Section 14(b)'s grant of state authority.

---

<sup>11</sup> The LMRA, which amended the NLRA, was enacted in 1959. This dues deduction section of the statute permits wage deductions for payment of union membership dues, "provided, that the employer has received from each employee, on whose account such deductions are made, a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination date of the applicable collective agreement, whichever occurs sooner." 29 U.S.C. § 186(c)(4). Notably, the ordinance conflicts with this provision, as Section 5 provides that to be valid, dues deduction provisions must be revocable "at any time."

In *SeaPAK v. Industrial Technical and Professional Employees*, 423 F.2d 1229 (5th Cir. 1970), *aff'd*, 400 U.S. 985 (1971), the Fifth Circuit adopted the opinion of the district court holding that state laws regulating check-off do not come within Section 14(b). *See* 300 F. Supp. 1197, 1200-01 (S.D. Ga. 1969). In analyzing the provisions of Section 302(c)(4), the district court expressed its disagreement “that the one year irrevocability provision in the Act can be varied by a state legislature under the reservation to the states of the power to prohibit ‘agreements requiring membership in a labor organization as a condition of employment.’” *Id.* at 1201. The court reasoned that “preemption of the field of checkoff regulation by [Section 302(c)(4)] . . . leaves unimpaired the right of any state to prohibit union or closed shops. Section 14(b) contemplates state regulation only as to forms of union security which are ‘the practical equivalent of compulsory unionism.’” *Id.* at 1201 (citing *NLRB v. Houston Chap. Associated Gen. Contractors of America, Inc.*, 349 F.2d 449 (5th Cir. 1966)). As the court further explained, “[c]heckoff authorizations irrevocable for one year after date do not amount to compulsory unionism as to employees who wish to withdraw from membership prior to that time.” 300 F. Supp. at 1201. *See also NLRB v. Shen-Mar Food Prods.*, 557 F.2d 396, 399 (4th Cir. 1977).<sup>12</sup>

Similarly, the Eighth Circuit found in *Laborers’ International Union, Local 107 v. Kunco, Inc.*, 472 F.2d 456 (8th Cir. 1973), that “[a] hiring hall which, though exclusive, does not require union membership does not violate the closed shop prohibition of § 8(a)(3), *Local 357, Int’l. Bhd. Teamsters v. NLRB*, 365 U.S. 667, . . . and thus, *a fortiori*, it is not within the ambit of § 14(b). *Cf., Retail Clerks Intl. v. NLRB*, 373 U.S. 746, 751-752, 83 S.Ct. 1461, 10 L.Ed.2d 678 (1963). This is the view of two circuits which have squarely held that § 14(b) does not empower

---

<sup>12</sup> If not found to be preempted under *Garmon*, Section 5’s elimination of the one-year irrevocable dues deduction period outlined in the LMRA should be preempted under a theory of conflict preemption. *See Altria Group, Inc. v. Good*, 555 U.S. 70, 76 (2008) (“we have long recognized that state laws that conflict with federal law are ‘without effect.’”).

states to prohibit nondiscriminatory exclusive hiring halls.” 472 F.2d at 458-59 (citing to *NLRB v. Tom Joyce Floors, Inc.*, 353 F.2d 768 (9th Cir. 1965); *NLRB v. Houston Chapter, AGC*, 349 F.2d 449 (5th Cir. 1965)). See also *Local 514, Transport Workers Union of America v. Keating*, 212 F. Supp.2d 1319, 1326-27 (E.D. Ok. 2002).

Consequently, neither states nor political subdivisions have power to regulate hiring hall or check-off agreements, and accordingly, these provisions of the ordinance are preempted.

B. Regulation of Conduct Protected by Section 7 of the Act, As Well As Coercion, Intimidation, and Discharge or Refusal to Hire Based On Union Activity, Is Preempted and Beyond the Scope of Section 14(b)

The ordinance’s prohibitions against coercion and intimidation (Ordinance § 7) also purport to regulate conduct governed by Sections 8(a)(1) and 8(b)(1) of the Act. Thus, Section 8(a)(1) makes it unlawful for an employer to “interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7” of the Act. 29 U.S.C. § 158(a)(1). And Section 8(b)(1) outlaws restraint or coercion by a labor organization regarding the exercise of those same rights. 29 U.S.C. § 158(b)(1).

Section 4 of the ordinance further regulates the same rights provided by Section 7 of the Act, which guarantees employees “the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.” 29 U.S.C. §157. Section 7 of the Act further guarantees “the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8(a)(3).” *Id.* Again, the ordinance (§ 4) seeks to regulate the right to refrain from such activities, as well as the right become or remain a member of a labor organization.

Furthermore, the ordinance's provision which makes it unlawful to refuse to hire or discharge an employee for the exercise of the above rights (Ordinance § 7) regulates labor relations in a manner already found in Section 8(a)(3) of the Act. That section prohibits "discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization." 29 USC § 158(a)(3).

Clearly, the provisions enumerated above regulate conduct covered by Sections 7 and 8 of the Act, and are therefore preempted under the principles outlined in *Garmon*. As with dues check-off and hiring halls, none of this activity falls within the confines of union-security that states are permitted to prohibit.

C. The Ordinance's Imposition of Penalties Is Preempted

Section 8 of the ordinance classifies coercion and intimidation (Ordinance §7) as a Class A Misdemeanor, and the violation of any other section of the ordinance as a Class B Misdemeanor. Section 9 provides those harmed by violations or threatened violations with a civil cause of action, in addition to the penalties and remedies prescribed in the ordinance's other provisions.

It is well settled that such additional remedies, even if for violations that are consistent with the Act, are preempted. The Supreme Court held in *Wisconsin Department of Industry, Labor and Human Relations v. Gould*, 475 U.S. 282, 286 (1986), that "the *Garmon* rule prevents States . . . from providing their own regulatory or judicial remedies for conduct prohibited or arguably prohibited by the Act." *See also Garmon*, 359 U.S. at 247. Here, not only does the ordinance provide additional remedies which are prohibited under *Gould*, but those remedies are actually inconsistent with the NLRA, which prohibits penalties. As explained in *Republic Steel*

*Corp. v. NLRB*, 311 U.S. 7, 11-12 (1940), the Board’s “authority to order affirmative action does not go so far as to confer a punitive jurisdiction enabling the Board to inflict upon the employer any penalty it may choose because he is engaged in unfair labor practices even though the Board be of the opinion that the policies of the Act might be effectuated by such an order.” If the Board, which has exclusive power to regulate and impose penalties for unfair labor practices, does not have the power to impose punitive penalties upon those charged with unfair labor practices, it stands to reason that neither states nor their political subdivisions may impose such penalties.

### CONCLUSION

For the reasons stated above, Kentucky county fiscal courts do not have the power to promulgate right-to-work ordinances banning union security, hiring hall, and dues check-off agreements. Additionally, such courts may not invade the jurisdiction of the Board by regulating activities covered under Sections 7 and 8 of the NLRA, or impose additional penalties for the activities proscribed by those sections. To find that Kentucky counties and other local political subdivisions have such power contradicts the plain meaning of Section 14(b) of the Act, contradicts Supreme Court and Kentucky precedent, and expands county authority to regulate labor in a manner that even the state has not been authorized to regulate by the Kentucky Supreme Court. Consequently, the court should find in favor of Plaintiffs and invalid the ordinance in its entirety.<sup>13</sup>

---

<sup>13</sup> Despite the inclusion of a severability clause in Section 13 of the ordinance, the entire ordinance should be invalidated. The test for severability involves a two-step analysis of whether the drafters intended legislation to be severable, and whether absent the offending portions, the remaining pieces may function sensibly on their own. *Alaska Airlines, Inc. v. Brock*, 480 U.S. 678, 684 (1987). If the offending portions of Ordinance 300 were severed from the remaining sections, only a declaration of public policy, a definitions section, a description of the county sheriff’s duty to investigate violations of the ordinance, and two sections outlining the

Respectfully submitted,

BARBARA A. O'NEILL  
*Assistant General Counsel*  
barbara.oneill@nlrb.gov  
(202) 273-2958  
National Labor Relations Board  
Contempt, Compliance, and Special Litigation  
Branch  
1099 14<sup>th</sup> St. NW, Ste. 10700  
Washington, D.C. 20570

/s/Nancy E. Kessler Platt  
NANCY E. KESSLER PLATT  
*Deputy Assistant General Counsel*  
nancy.platt@nlrb.gov  
(202) 273-2937

KEVIN J. HOBSON  
*Attorney*  
kevin.hobson@nlrb.gov  
Phone: (202) 273-0102  
Fax: (202) 273-4244

April 17, 2015

#### **CERTIFICATE OF SERVICE AND NOTICE OF ELECTRONIC FILING**

It is hereby certified that a true copy of the foregoing Motion was filed on this the 17th day of April, 2015 via the CM/ECF system.

/s/ Nancy E. Kessler Platt  
Nancy E. Kessler Platt

---

ordinance's timing and application would remain (Sections 2, 3, 10, and 11). Without the ordinance's more substantive provisions, such as the underlying prohibitions of union-security agreements, these sections would be meaningless if severed from the ordinance's other parts. Consequently, there is no reason to believe the Fiscal Court of Hardin County, which enacted the ordinance, intended such a result.

**From:** Daniel Goodman [REDACTED]  
**Sent:** Tuesday, December 08, 2015 5:05 PM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Leider; Trustee McDonough;  
Trustee Servi; Trustee Grujanac; Brad Burke; Trustee Hancock  
**Subject:** Officials Contact Form Submission

The following was submitted from the Officials Contact form:

Name: Daniel Goodman

E-Mail Address: [REDACTED]

Comments: I do not support right to work in Illinois and neither should Lincolnshire.

**From:** Anna Spreitzer [REDACTED]  
**Sent:** Tuesday, December 08, 2015 6:55 PM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Leider; Trustee McDonough;  
Trustee Servi; Trustee Grujanac; Brad Burke; Trustee Hancock  
**Subject:** Officials Contact Form Submission

The following was submitted from the Officials Contact form:

Name: Anna Spreitzer

E-Mail Address: [REDACTED]

Comments: Vote no to right for work!

**From:** Mike mallow [REDACTED]  
**Sent:** Tuesday, December 08, 2015 8:21 PM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Leider; Trustee McDonough;  
Trustee Servi; Trustee Grujanac; Brad Burke; Trustee Hancock  
**Subject:** Officials Contact Form Submission

The following was submitted from the Officials Contact form:

Name: Mike mallow

E-Mail Address: [REDACTED]

Comments: Local Right-to-work ordinances are a violation of the federal National Laboratory Relations Act. Only the state government has the power to enact Right-to-work laws. Vote no on Right-to-work ordinances and save yourself the time, money, and embarrassment of a losing a lawsuit.

**From:** Carolyn [REDACTED]  
**Sent:** Tuesday, December 08, 2015 8:42 PM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Leider; Trustee McDonough;  
Trustee Servi; Trustee Grujanac; Brad Burke; Trustee Hancock  
**Subject:** Officials Contact Form Submission

The following was submitted from the Officials Contact form:

Name: Carolyn

E-Mail Address: [REDACTED]

Comments: Please do not vote for the right to work ordinance. This harms many people in ways that you may not expect. This ordinance will only lower the standard of living for all but those in the highest tier of income.

**From:** Ed Esposito [REDACTED]  
**Sent:** Tuesday, December 08, 2015 10:51 PM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Leider; Trustee McDonough;  
Trustee Servi; Trustee Grujanac; Brad Burke; Trustee Hancock  
**Subject:** Officials Contact Form Submission

The following was submitted from the Officials Contact form:

Name: Ed Esposito

E-Mail Address: [REDACTED]

Comments: I take it personal on attacking working people and do not support any legislation or elected officials to the extreme.

**From:** Carla Womack [REDACTED]  
**Sent:** Wednesday, December 09, 2015 5:56 AM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Leider; Trustee McDonough;  
Trustee Servi; Trustee Grujanac; Brad Burke; Trustee Hancock  
**Subject:** Officials Contact Form Submission

The following was submitted from the Officials Contact form:

Name: Carla Womack

E-Mail Address: [REDACTED]

Comments: Please do not vote YES on "right to work" zones. it is imperative that these "zones" do not make it in IL. Unions having the ability to exist in the state has helped the economy and the worker be able to earn a living wage. Vote NO on 'right to work". Thank you

**From:** Kyle Kirkegaard [REDACTED]  
**Sent:** Wednesday, December 09, 2015 11:12 AM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Leider; Trustee McDonough;  
Trustee Servi; Trustee Grujanac; Brad Burke; Trustee Hancock  
**Subject:** Officials Contact Form Submission

The following was submitted from the Officials Contact form:

Name: Kyle Kirkegaard

E-Mail Address: [REDACTED]

Comments: You're town is making a big mistake by considering this and you should listen to your constituents. Unions are the last line of defense from the 1% owning everything. Your economy will suffer because the middle class, the people who actually spend money and support local business, will not have the money to do so. Bruce Rauner is cares about billionaires, not your constituents. Don't make the mistake

**From:** Zac bowgren [REDACTED]  
**Sent:** Wednesday, December 09, 2015 12:49 PM  
**To:** Mayor Brandt; Trustee Feldman; Trustee Leider; Trustee McDonough;  
Trustee Servi; Trustee Grujanac; Brad Burke; Trustee Hancock  
**Subject:** Officials Contact Form Submission

The following was submitted from the Officials Contact form:

Name: Zac bowgren

E-Mail Address: [REDACTED]

Comments: Stop the race to the bottom with your right to work for less zone

# ATTENTION Village of Lincolnshire UNION MEMBERS!

Months after formally endorsing Gov. Bruce Rauner's awful turnaround agenda for Illinois, Lincolnshire officials are going further by moving to establish the town as a right-to-work zone.

***WE CAN'T LET THIS HAPPEN!!!!***

**Join your Union Brothers and Sisters at the  
Lincolnshire Village Board Meeting on  
Monday, December 14, 2015  
at 7:00 PM**

**Village Hall Public Meeting Room  
One Olde Half Day Road Lincolnshire, IL 60069**

Governor Rauner's dangerous plan, if enacted, will result in lower wages, increased unemployment and decreased union membership, among other concerns.  
**Let the Village know that right-to-work is WRONG for Lincolnshire.**



**LAKE COUNTY BUILDING &  
CONSTRUCTION TRADES COUNCIL**

*Paid for by the Northeastern IL Federation of Labor, AFL-CIO.*

 168L

[\(http://www.chicagolabor.org/\)](http://www.chicagolabor.org/)

Take Action

## Stop Lincolnshire from becoming a so-called Right-to-Work zone

The Village of Lincolnshire is considering an ordinance that would establish this town as a so-called Right-to-Work zone. Join your union brothers and sisters at the Village Board meeting on Monday, December 14 to let these elected officials know this is wrong for Lincolnshire and wrong for the state of Illinois.

**Lincolnshire Village Board Meeting**  
Monday, December 14 • 7 p.m.

**Village Hall Public Meeting Room**  
1 Olde Half Day Road  
Lincolnshire, IL

Right-to-work laws result in lower wages, increased workplace injuries and fatalities, and weaken Illinois' economy.



**ATTENTION**  **Lincolnshire**  
**UNION MEMBERS!**

Months after formally endorsing Gov. Bruce Rauner's awful turnaround agenda for Illinois, Lincolnshire officials are going further by moving to establish the town as a right-to-work zone.

***WE CAN'T LET THIS HAPPEN!!!!***

Join your Union Brothers and Sisters at the Lincolnshire Village Board Meeting on  
**Monday, December 14, 2015**  
**at 7:00 PM**

**Village Hall Public Meeting Room**  
One Olde Half Day Road Lincolnshire, IL 60069

Governor Rauner's dangerous plan, if enacted, will result in lower wages, increased unemployment and decreased union membership, among other concerns. Let the Village know that right-to-work is **WRONG** for Lincolnshire.




LAKE COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL

P.O. Box 1000, Lincolnshire, IL 60069

# IBEW



# LOCAL UNION 21

- Home
- Member Resources
- Organize
- Contracts
- Photo Gallery
- Scholarships
- Kunas Fund
- Event Calendar
- Office Locations

Contact Us

### Organize Today

Learn more about organizing your workplace!

[Click Here](#)

**December 07, 2015**

### Today in Labor History

[Today in Labor History: December 7](#)

[Today in Labor History: December 4](#)

[Today in Labor History: December 3](#)

[Today in Labor History: December 2](#)

[Today in Labor History: December 1](#)



<< December 2015 >>

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### Important Links

- [IBEW International](#)
- [AFL-CIO Blog](#)
- [Illinois AFL-CIO](#)
- [Indiana State AFL-CIO](#)
- [Chicago Federation of Labor](#)
- [National Labor Relations Board](#)
- [Attorneys of Goldberg, Weisman & Cairo](#)
- [Bell System Memorial](#)
- [ILCA Insider](#)
- [Jobs With Justice-Chicago](#)
- [Jobs With Justice-National](#)
- [LabourStart](#)
- [NACTEL Online](#)

## Stand up For Fairness! Dec. 5-14

Updated On: Nov 30, 2015

SHARE

**November 30, 2015**

### It is time to take action.

We are asking all IBEW Local 21 members and retirees to attend the Rallies for Fairness that will take place from December 5<sup>th</sup> - December 10<sup>th</sup> as well as the Village of Lincolnshire Board Meeting on December 14<sup>th</sup>.

The Village of Lincolnshire is planning to take final action on a proposal to establish the Village as a Right to Work Zone. Earlier this spring, the Village passed Governor Rauner's Turnaround Agenda. Lincolnshire is a home rule community, the Board's action could have far reaching implications for all working families.

### Stand up For Fairness

Governor Rauner is holding the state budget hostage to his "turnaround" agenda, harming Illinois citizens and jeopardizing vital services.

He's pushing legislators to strip collective bargaining rights from teachers, police officers, firefighters and other public employees—and to wipe out prevailing wage and project labor agreements for workers in the construction trades. **His agenda would drive down the income of working families and weaken all of organized labor in our State.**

The governor is also holding hostage tens of thousands of state employees, trying to force a strike by insisting on extreme demands in union contract negotiations.

**It's time to come together** to tell Governor Rauner: Illinois residents need the vital public services that state and local governments provide. And all workers deserve a voice on the job, family-supporting wages, affordable health care and dignity in retirement.

**Join us** at the Rallies for Fairness and share this information with your coworkers by printing out a **Stand up for Fairness** bulletin board posting by clicking [here](#) and **Village of Lincolnshire** notice here.

**Chicago** - Dec. 5 - 1:30 pm - Plumbers Hall - 1340 W Washington

**Joliet** - Dec. 8 - 5:30 pm - IBEW Local 176 - 1100 NE Frontage Rd.

**Rock Island** - Dec. 8 - 5:30 pm - Plumbers Local 25 - 4600 46th Ave.

**Rockford** - Dec. 9 - 5:30 pm - IBEW Local 364 - 6820 Mill Road

**Marion** - Dec. 9 - 5:30 pm - IUOE Local 318 - 3310 Water Tower Rd.

**Springfield** - Dec. 10 - 5:30 pm - 1 Convention Center Plaza

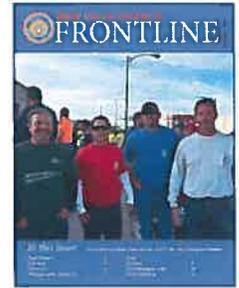
**Collinsville** - Dec. 10 - 5:30 pm - IBEW Local 309 - 2000 Mall Street

**Village of Lincolnshire** - Board Meeting - Dec 14 - 7:00pm - Lincolnshire Village Hall, Village Board Room - One Olde Half Day Road

**An Injury to one is an injury to all!**

**Solidarity!**

### Frontline



Click the image and read our September 2015 issue. Read the archives [here](#).

### Follow Us!



### Tweets

Follow

**IBEW 21** @IBEWTwentyOne 6h  
<fb.me/3XOdOjKAN>

**Dick Johnson** @djnbc5 1 Dec  
From phone repairman to hero all in a day's work #nbc5 at 10  
<pic.twitter.com/r4FPxjsqSF>  
Retweeted by IBEW 21



Expand

**IBEW 21** @IBEWTwentyOne 2 Dec  
<fb.me/2hWn2cZcS>

**IBEW 21** @IBEWTwentyOne 1 Dec  
IBEW 21 member finds woman who was trapped for days.

Tweet to @IBEWTwentyOne



# Sheet Metal Workers' LOCAL 73



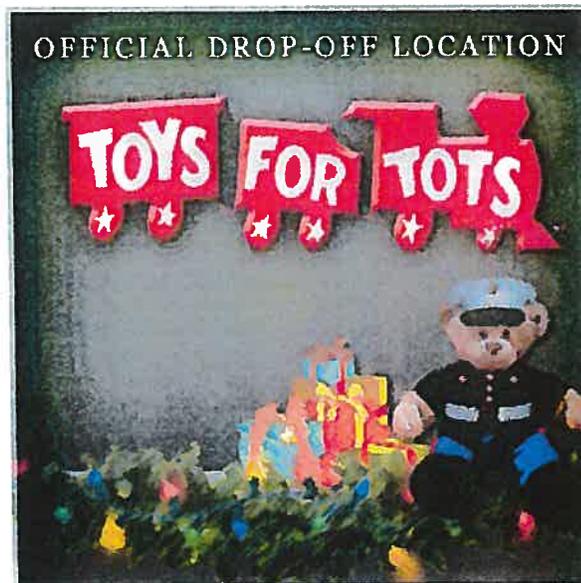
- Home
- About SMW Local 73
- Apprenticeship
- Business Agent Areas
- Contact Us
- Organizing Information
- Contractors
- Helpful Links
- News
- Training
- Veterans

Sheet Metal Workers' Local Union 73 was chartered in 1892 and is one of the largest locals in the International with over 4,800 members. Local 73 covers all of Cook and Lake Counties.

**The new fall class schedule is posted on our website. Please click the "Training" tab for more information.**



### ANNUAL TOYS FOR TOTS TOY DRIVE



We are an official drop-off location for the Annual Toys for Tots Toy Drive.

If you would like to donate a new, unwrapped toy (sorry, no stuffed animals, please), we will have a box in our Union Office Lobby, starting on Friday, November 6, 2015 through December 4, 2015.

Thank you for bringing joy to a child's life this holiday season!

### STAND UP FOR FAIRNESS RALLIES!

Stand up for fairness, join a rally!

Regional Rallies for Fairness are being held throughout Illinois during the week of December 5 through 10.

Rallies are being held in the following areas:

MEMBER AREA

LOCAL 73 newsletter

Pay Dues online

- Chicago on Saturday, December 5<sup>th</sup> at Plumbers Hall
- Joliet on Tuesday, December 8<sup>th</sup> at IBEW Hall Local 176
- Quad Cities on Tuesday, December 8<sup>th</sup> at Plumbers and Pipefitters Hall Local 25
- Rockford on Wednesday, December 9<sup>th</sup> at IBEW Hall Local 364
- Southern Illinois on Wednesday, December 9<sup>th</sup> at Operating Engineers Hall Local 318
- Springfield on Thursday, December 10<sup>th</sup> at Prairie Capitol Convention Center
- Metro East on Thursday, December 10<sup>th</sup> at IBEW Hall Local 309

Click [here](#) to view a flyer with more information.



### CALL TO ACTION: RIGHT TO WORK IN LINCOLNSHIRE

Action Needed Immediately:

The village of Lincolnshire is planning to take final action on a proposal to establish the Village as a Right to Work Zone (click here for the flyer). Currently, the meeting is scheduled for Monday, December 14<sup>th</sup> at 7:00pm at Village Hall. Earlier this spring, the Village passed Governor Rauner's Turnaround Agenda resolution unanimously. Lincolnshire is also a home rule community, so this action could have far reaching implications for all working families in Lincolnshire.

Village of Lincolnshire

Date: Monday, December 14, 2015 at 7:00pm

Location: Lincolnshire Village Hall, Village Board Room, One Olde Half Day Road, Lincolnshire

Here is a link to contact all of the elected officials of Lincolnshire: here <<http://www.lincolnshireil.gov/government/elected-and-appointed-officials>>

Mayor: Elizabeth Bradt  
Trustees: Karen Feldman  
Mark Handcock  
Gerard Leider  
Tom McDonough  
Dan Servi  
Mara Grujanac

Also attached is a fact sheet on Right to Work laws ([click here to read](#)) and an opinion by our state's top attorney, Attorney General Lisa Madigan ([click here to read](#)), that says that the individual communities cannot enact right to work laws on their own. It is also important to note that if Lincolnshire takes such action, it will trigger a very costly legal battle at taxpayers' expense.

What we need:

1. Call/Email the elected officials in Lincolnshire and express your opposition to the Right to Work ordinance
2. Attend the meeting on December 14<sup>th</sup> and express your opposition. To sign up to speak at the Lincolnshire Village meeting, call the Village Manager Bard Burke at 847.883.8600
3. Forward this information to your networks and encourage them to help preserve the middle class in Lincolnshire and Illinois.
4. Keep Rianne Hawkins updated on any progress and reactions by the Village at 217.492.2624 or via email at [rienne.hawkins@ilafi-cio.org](mailto:rienne.hawkins@ilafi-cio.org) <<mailto:rienne.hawkins@ilafi-cio.org>>.

Thank you!

### PERSONALIZED PAVER BRICKS FOR SALE

Sheet Metal Workers Local #73 Veteran's Committee is still selling paver



**REQUEST FOR BOARD ACTION  
November 23, 2015 Committee of the Whole Meeting**

**Subject:** Right to Work

---

**Action Requested:** Consideration and Discussion of an Ordinance on Economic Development and Worker Empowerment by Regulation of Involuntary Payroll Deductions for Private Sector Workers in the Village of Lincolnshire

---

**Originated By:** Elizabeth Brandt, Mayor

---

**Referred To:** Village Board

---

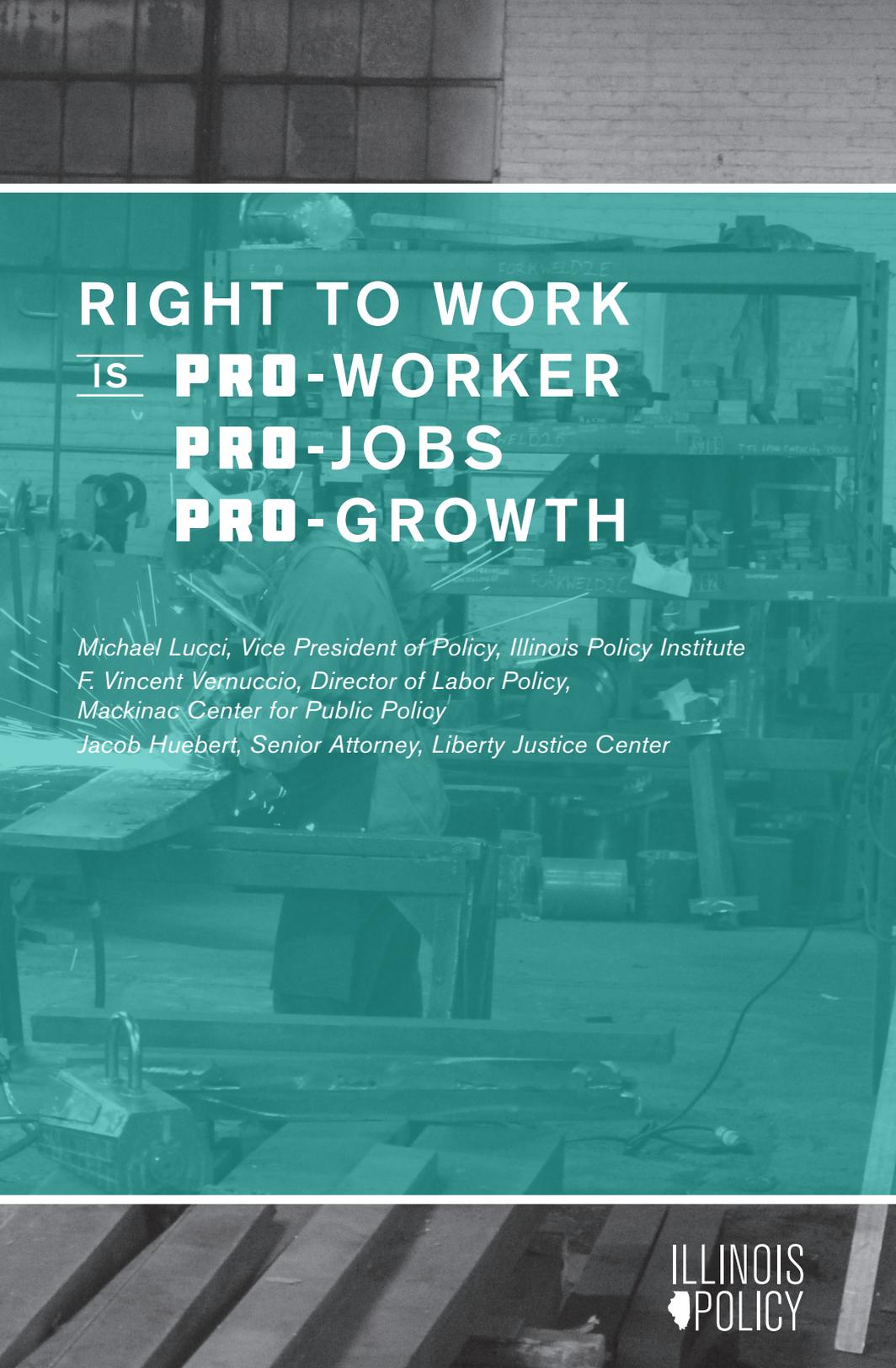
**Summary/Background:**

Mayor Brandt requested the attached ordinance be shared with the Village Board for consideration and discussion. The attached booklet outlines the details of the legislation.

**Attachments**

- Right-to-Work Informational Booklet from Illinois Policy Institute
- Draft Ordinance

<b>Meeting History</b>	
<b>Committee of the Whole Meeting</b>	<b>November 23, 2015</b>



**RIGHT TO WORK**  
**IS PRO-WORKER**  
**PRO-JOBS**  
**PRO-GROWTH**

*Michael Lucci, Vice President of Policy, Illinois Policy Institute*

*F. Vincent Vernuccio, Director of Labor Policy,  
Mackinac Center for Public Policy*

*Jacob Huebert, Senior Attorney, Liberty Justice Center*

<b>01</b>	Introduction
<b>04</b>	Understanding Right to Work
<b>09</b>	Why it matters
<b>17</b>	Legal justification
<b>18</b>	Illinois and local control of Right-to-Work laws
<b>23</b>	Taking action
<b>24</b>	Appendix – Draft Right-to-Work ordinance
<b>28</b>	Endnotes
<b>32</b>	Guarantee of quality scholarship

**Right-to-Work** laws protect individual freedom. These laws create a level playing field among union management, employers and employees by guaranteeing that no worker can be forced, as a condition of employment, to join a union or to pay dues or fees to a union.<sup>1</sup> Thus, Right-to-Work laws are neither pro-union nor anti-union. They are pro-worker. These laws provide choices to individual workers so that each worker can join a union that serves him or her well, or opt out of a union that does not.

Take it from Gary Casteel, a former regional director for the United Auto Workers, or UAW, and current secretary-treasurer of the UAW. Casteel explained that Right to Work doesn't hurt unions, and in many ways it helps unions by keeping union management accountable to workers:

This is something I've never understood, that people think right to work hurts unions. ... To me, it helps them. You don't have to belong if you don't want to. So if I go to an organizing drive, I can tell workers, 'If you don't like this arrangement, you don't have to belong.' Versus, 'If we get 50 percent of you, then you all have to belong, whether you like to or not.' I don't even like the way that sounds, because it's a voluntary system, and if you don't think the system's earning its keep, then you don't have to pay.<sup>2</sup>

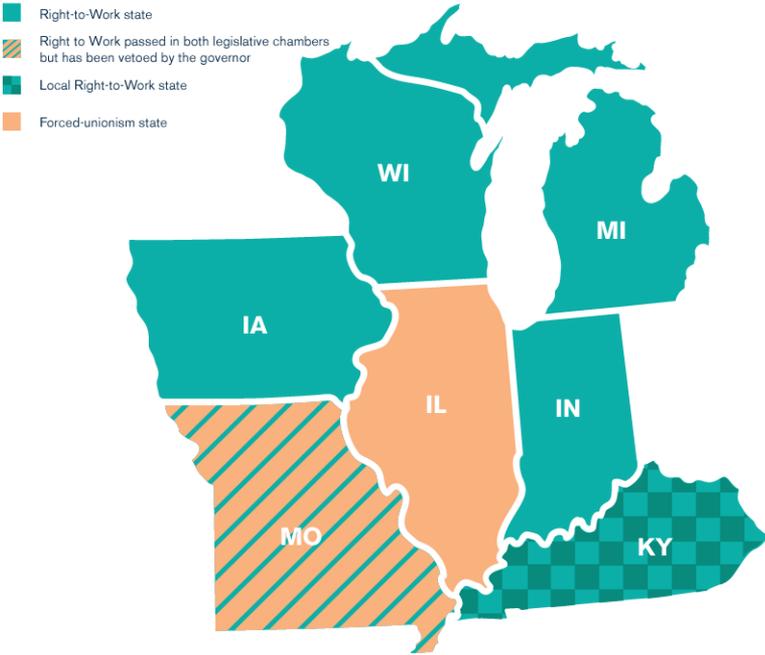
An increasing number of lawmakers agree with Casteel's perspective. As of September 2015, 25 states have Right-to-Work laws. The industrial Midwest in particular has been moving toward worker freedom. In fact, the last three states to enact Right to Work are all Illinois neighbors: Indiana enacted Right to Work in 2012; Michigan's Right-to-Work law went into effect in 2013; and Wisconsin enacted a Right-to-Work law in 2015.

Missouri's legislature passed Right to Work in 2015, but Gov. Jay Nixon vetoed the bill. Missouri likely will enact statewide Right to Work in the near future. And counties in Kentucky have enacted Right to Work at the local level using county home-rule powers, particularly in counties near the Tennessee border.

Illinois stands as an outlier, refusing to reform its laws to guarantee worker rights and to facilitate business expansion.

## Right-to-Work states surrounding Illinois

Status of Right-to-Work laws in Illinois and neighboring states



Source: National Right-to-Work Legal Defense Foundation

@illinoispolicy

Illinois' opportunity to embrace worker freedom begins at the local level, following Kentucky's example. Kentucky counties have been flexing their home-rule muscles to enact countywide Right-to-Work ordinances. Warren County, Kentucky, on Dec. 19, 2014, became the first Kentucky county to enact a Right-to-Work ordinance. Fifteen other Kentucky counties have followed suit.



### **What is Right to Work?**

Right-to-Work laws mean a union cannot get a worker fired for not paying dues or fees to the union. It does not affect collective bargaining in any other way.<sup>3</sup>

Twenty-five states give workers this right, including Wisconsin, Michigan, Indiana, Iowa and Tennessee – all in close proximity to Illinois.<sup>4</sup> Eight of 12 states in the Midwest have Right-to-Work laws.

### **How does Right to Work affect collective bargaining and other labor laws?**

Right to Work has no effect on collective bargaining or any other labor law. Workers and unions can still negotiate with employers over wages, hours, benefits and anything for which they could negotiate before the enactment of a Right-to-Work law.

It also does not affect prevailing-wage laws or any laws dealing with government employees. The only change brought by a Right-to-Work law is the prohibition against unions' requiring workers to pay union dues or fees as a condition of employment.

### **Without Right to Work, does a worker need to be a member of a union?**

No. The difference is that in forced-unionization states, workers are still forced to pay money to unions in the form of agency or fair-share fees<sup>5</sup> even if they resign their union memberships.<sup>6</sup>

### **Does Right to Work apply to workers in both the public and private sectors?**

In general, Right-to-Work laws can be applied to both private-sector and public-sector workers. However, in the case of Illinois, public-sector employment is governed by state law, which precludes local governments from making their own laws on the issue of Right to Work for public-sector employment. However, there is no state law that pre-empts local governments from enacting Right-to-Work ordinances to govern the private sector.

The Illinois Public Labor Relations Act<sup>7</sup> applies to most public employees, with the exception of teachers and other school employees, who are covered under the Illinois Educational Labor Relations Act.<sup>8</sup> Both of these acts can be amended by state statute to include Right to Work. However, public labor law is set by state statute.

The federal law that governs private-sector employment is the National Labor Relations Act, or NLRA.<sup>9</sup> This law defines for state and local governments which labor laws they can enact for private-sector workers. Section 14(b) of the Taft-Hartley Act,<sup>10</sup> which amended the NLRA in 1947, provides governments the ability to enact Right to Work for private-sector employees.

It's important to note that the local Right-to-Work initiative in Illinois would apply only to private-sector workplaces, because public-sector workplaces are governed by the Illinois Public Labor Relations Act and the Illinois Educational Labor Relations Act.

## **How does a union organize a workplace?**

In both the public sector in Illinois and the private sector nationally there are two ways in which a union can organize employees in a workplace.<sup>11</sup>

First, a union can attempt to organize a workplace through a secret-ballot election in which a union gathers “cards” or documents that show support for the union from at least 30 percent of workers at the work site (this is called a bargaining unit). Once the union receives this “showing of interest,” it can ask the employer for an election.<sup>12</sup> If the employer refuses, then a secret-ballot election is held to determine whether a majority of the employees want the union in their workplace. If the union receives the majority of votes cast, it then represents all the workers in the bargaining unit.<sup>13</sup>

Second, a union can initiate a petition or card-check election in which an employer recognizes a union without a secret-ballot election.<sup>14</sup> The union must obtain signatures from a majority of employees in the unit in order to be recognized. These signatures can be obtained out in the open, and can lead to the intimidation and coercion of employees.<sup>15</sup>

Most unionized employees have never had a chance to participate in the decision about whether their workplaces should be unionized. Only around 7 percent of workers in the private sector have had the opportunity to vote for the unions that represent them.<sup>16</sup>

Once the union has organized the workplace, it is the exclusive representative of all workers in the bargaining unit. Workers who do not want to be represented by the union are unable to represent themselves and are forced to accept union representation with or without Right-to-Work laws. Right-to-Work laws protect these workers from having to pay union dues and fees for the unwanted representation.<sup>17</sup>

### **How does Right to Work affect a union's ability to organize a workplace?**

Right to Work does not change the process for unionizing a workplace. It does, however, change the stakes of the game. In forced-unionization states, a simple majority of workers voting or signing cards results in a unionized workplace where 100 percent of employees covered by a collective bargaining agreement must pay union dues or fees. However, in a Right-to-Work state, a simple majority can still unionize the workplace. Fortunately, workers who do not wish to unionize can opt out of the union and associated union dues. This decreases the incentive for a union to organize a workplace that lacks robust support for the union, and it increases the pressure on the union to prove its value to individual workers.

### **Shouldn't the government stay out of private contracts between employers, workers and unions?**

In an ideal world, the government would stay neutral in contracts between unions and employers. However, labor law has tilted the table in favor of unions. If a union organizes a workplace, the employer is forced by law to allow the union into its business, is required to negotiate "in good faith" with union representatives, and is required to make many other accommodations and concessions to the union.<sup>18</sup> These requirements are laid out in labor law, and they have biased public policy in favor of unions over individual workers and employers. Right-to-Work laws move the government to a more neutral position.

Federal law exempts unions from anti-monopoly laws, giving unions sole power over representation and bargaining on behalf of workers. If a majority of workers vote to organize as a union, then the union gains monopoly control of employee representation and bargaining. The workers are forced to accept union representation whether they want it or not.

Because of the special privileges afforded unions, Right to Work helps level the playing field and allows workers to decline to pay for unwanted representation. In Right-to-Work and forced-unionization states, both employers and workers have no choice but to deal with unions.

### **Whom does Right to Work benefit?**

- **Workers** – Right to Work gives workers the choice of whether to pay a union.
  - Workers see faster wage growth and make about 4 percent more in Right-to-Work states when the cost of living is factored in.<sup>19</sup>
- **States** – States with Right to Work have higher economic growth, lower unemployment, higher population growth and more job creation.<sup>20</sup>
- **Unions** – Right to Work can make unions stronger and help them grow. In Right-to-Work states, unions must compete and prove their worth to their members. In some years, Right-to-Work states add more union members than non-Right-to-Work states, and over the last decade, union membership has grown in Right-to-Work states, while it has declined by 9 percent in forced-unionization states.<sup>21</sup>
  - In 2014, the Right-to-Work state of Indiana tied for first in the country for adding the most union members. That year, the Hoosier state added 50,000 new dues-paying union members.<sup>22</sup>
- **Elected officials** – Time and again voters have sided with brave elected officials who put workers, job creators and taxpayers first through labor reform.
  - In the election after Indiana passed Right to Work, Republicans picked up nine seats in the Indiana House of Representatives and did not lose any in the Indiana Senate. Republican Gov. Mike Pence replaced term-limited former Gov. Mitch Daniels, who

signed worker freedom into law.

- o In Michigan, not a single lawmaker who voted for Right to Work lost in the general election, and Gov. Rick Snyder, who signed the bill into law, easily won re-election. Right to Work was not even a minor issue in the first election after the law went into effect.<sup>23</sup>

**Right-to-Work** matters. When workers lose out on job opportunities because employers won't expand in areas that don't support worker freedom, then political leaders should take action and embrace worker freedom. In the case of Illinois, there are more than a thousand businesses that have blacklisted the state for its lack of a Right-to-Work law. In a jobs-starved state like Illinois, nothing is more anti-worker than driving away jobs.

Whether worker-freedom legislation is enacted to attract new businesses and promote facilities expansions, or for the simple fact that it protects the paychecks of everyday workers, Right to Work makes a difference.

This fact is being increasingly recognized, especially in the Midwest. Iowa has been a Right-to-Work state since 1947. The three states to enact Right-to-Work laws most recently are Illinois' neighbors: Indiana (2012), Michigan (effective 2013) and Wisconsin (2015). Missouri passed Right to Work in both legislative chambers in 2015, but the bill was vetoed by the governor,<sup>24</sup> making it likely that Missouri will enact Right to Work in the near future. Worker freedom has bubbled up in Kentucky, where counties have renewed statewide discussion of Right to Work by enacting local Right-to-Work ordinances.

These developments in bordering states put pressure on Illinois. The Land of Lincoln is increasingly surrounded by Right-to-Work states, and if Missouri and Kentucky enact Right to Work, Illinois will be completely encircled. Illinois' lack of worker freedom is already costing jobs and opportunities for working-class Illinoisans.

State and local governments that enact Right to Work put themselves on the map for gaining new jobs. Warren County, Kentucky, was the first Kentucky community to enact Right to Work. In the first few months after enacting local Right to Work, Warren County received 27 inquiries about prospective company projects, representing 3,700 new jobs and \$324 million in new investment,<sup>25</sup> all for a county with a total labor force of 62,000 people.

In 2015, CNBC surveyed its Global CFO Council, which is made up of chief financial officers from a broad array of public and private

companies, to gauge the importance of 10 factors when deciding where to locate or expand facilities. Two-thirds of the Global CFO Council rated Right-to-Work laws “important” or “very important” in deciding where to locate and expand.<sup>26</sup> This finding lines up exactly with Michigan’s experience. Dr. Brian Long, the director of supply management research at Grand Valley State University, found that two-thirds of major companies would not even consider Michigan before it was a Right-to-Work state.<sup>27</sup> Faced with a globalized marketplace and international competition, Illinois companies need the flexibility provided by Right-to-Work laws.

Illinois’ lack of worker freedom is causing companies to avoid Illinois, according to Jim Schultz, the director of the Illinois Department of Commerce and Economic Opportunity. Schultz says that Illinois’ lack of worker freedom is taking the state off the map for new business opportunities. He notes that more than 1,100 companies blacklist Illinois because it does not have a Right-to-Work law.<sup>28</sup> By enacting local Right to Work, Illinois municipalities can help put themselves, and Illinois, back on the map.

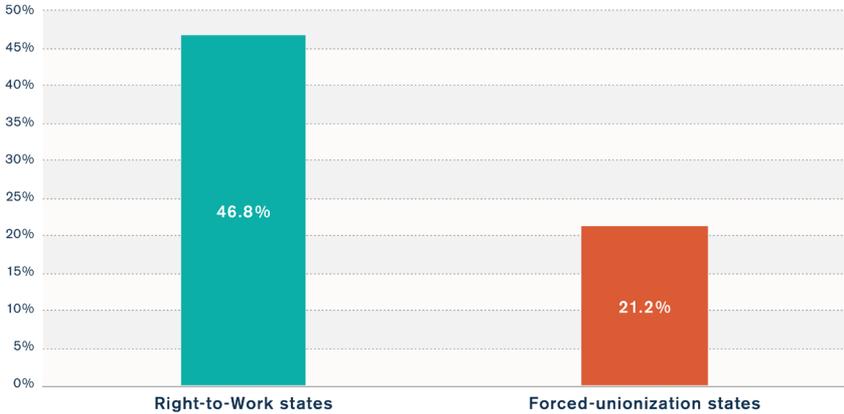
Jobs data from the Bureau of Labor Statistics and income statistics from the Bureau of Economic Analysis demonstrate that Right-to-Work states do better in job creation and in boosting paychecks. That’s because Right to Work encourages hiring and business expansion, especially in production industries such as manufacturing.

### **Jobs and income grow faster in Right-to-Work states nationwide**

Since 1990, Right-to-Work states have been growing jobs at twice the rate of forced-unionization states. Taken as a group, Right-to-Work states have increased their jobs count by 47 percent, versus only 21 percent in forced-unionization states, according to data from the Bureau of Labor Statistics.<sup>29</sup>

### Jobs growth twice as fast in Right-to-Work states as in forced-unionization states

Payroll-jobs growth, Right-to-Work states vs. forced-unionization states, 1990 – 2015



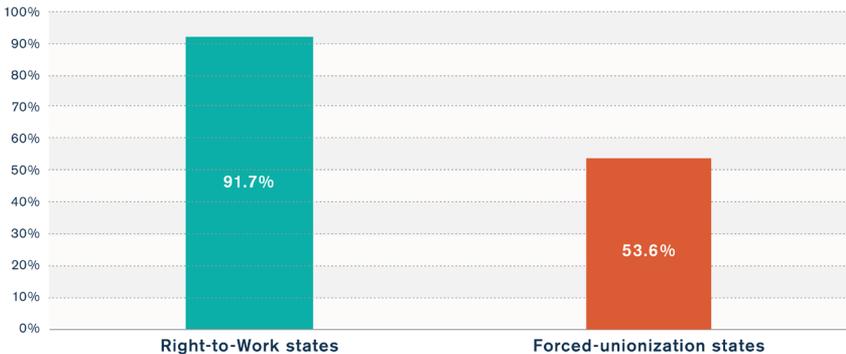
Source: Bureau of Labor Statistics establishment survey

@illinoispolicy

Incomes are growing faster in Right-to-Work states, too. Since 1990, inflation-adjusted personal income has grown by 92 percent in Right-to-Work states, compared to 54 percent growth in forced-unionization states, according to data from the Bureau of Economic Analysis.<sup>30</sup>

### Personal income growing faster in Right-to-Work states than in forced-unionization states

Personal-income growth in Right-to-Work states vs. forced-unionization states, 1990 – 2014



Source: Bureau of Economic Analysis

@illinoispolicy

One reason that personal income has grown so much faster in Right-to-Work states is because people are moving to those states, and their populations are growing faster. Since 1990, the combined population of Right-to-Work states has grown by 44 percent, while the population in forced-unionization states has grown by just 19 percent.

**Population growing twice as fast in Right-to-Work states as in forced-unionization states**  
Population growth in Right-to-Work states vs. forced-unionization states, 1990 – 2014



Source: Bureau of Economic Analysis

@illinoispolicy

Thus, Right-to-Work states are adding more income earners than forced-unionization states. The higher population growth in Right-to-Work states can also be accounted for by looking at the growth in per-capita personal income, which accounts for changes in population. Even on a per-capita basis, Right-to-Work states show more growth in personal income. Since 1990, per-capita personal income has grown by 33 percent in Right-to-Work states, compared to 29 percent in forced-unionization states.

---

## Per-capita personal income growing faster in Right-to-Work states than in forced-unionization states

Per-capita personal-income growth in Right-to-Work states vs. forced-unionization states, 1990 – 2014



Source: Bureau of Economic Analysis

@Illinoispolicy

---

Right-to-Work states are winning across the board. Job creation, population growth and per-capita personal-income growth are significantly stronger in Right-to-Work states.

## Right-to-Work neighbors are outperforming the Land of Lincoln

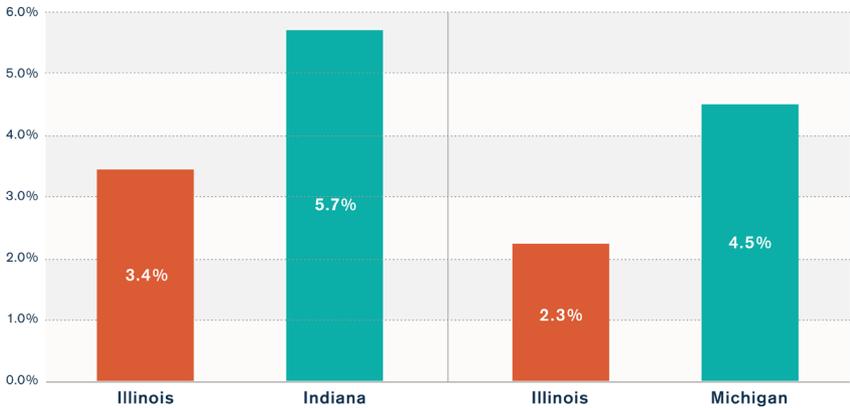
The Right-to-Work advantage is playing out in the Midwest. Since enacting Right to Work, Indiana and Michigan have both outperformed Illinois in job creation and income growth.

Indiana and Michigan have created jobs significantly faster than Illinois since they enacted Right-to-Work laws. Michigan has enjoyed double the job-creation rate of Illinois during that time, and Indiana's jobs-growth rate is also significantly higher than Illinois'.

## Jobs growth faster in Indiana and Michigan since Right to Work

Jobs growth, Illinois vs. Indiana, February 2012 – August 2015;

Illinois vs. Michigan, March 2013 – August 2015



Source: Bureau of Labor Statistics establishment survey

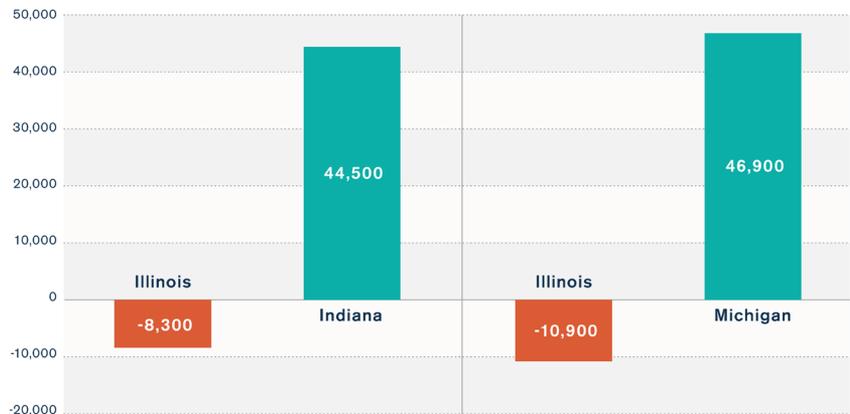
@illinoispolicy

Indiana and Michigan have dramatically outperformed Illinois in gaining manufacturing jobs since enacting Right to Work. While Indiana and Michigan have each gained more than 40,000 manufacturing jobs since the enactment of their worker-freedom laws, Illinois lost thousands of manufacturing jobs over the same time period.

## Manufacturing jobs booming in Indiana and Michigan since Right to Work, collapsing in Illinois

Manufacturing-jobs growth, Illinois vs. Indiana, February 2012 – August 2015;

Illinois vs. Michigan, March 2013 - August 2015



Source: Bureau of Labor Statistics establishment survey

@illinoispolicy

Finally, personal income has grown faster in Indiana and Michigan since they enacted Right to Work than it has in Illinois. Indiana and Michigan had better income growth than Illinois in every recorded year since the enactment of their Right-to-Work laws.

**Personal income growing faster in Indiana and Michigan since Right to Work than in Illinois**

Personal-income growth, Illinois vs. Indiana, 2012 – 2014;  
Illinois vs. Michigan, 2013 – 2014

	Illinois	Indiana		Illinois	Michigan
2014	2.4%	2.5%	2014	2.4%	4.0%
2013	2.1%	2.3%	2013	2.1%	2.5%
2012	2.5%	3.7%			

Source: Bureau of Economic Analysis

@illinoispolicy

**Minority unemployment much lower in Right-to-Work states**

Jobs and incomes are growing faster in Right-to-Work states, and that affects minority workers. Taken as a group, Right-to-Work states have much lower minority unemployment rates than forced-unionization states. White unemployment rates, on the one hand, are very similar in Right-to-Work states and forced-unionization states.<sup>31</sup> As of 2014, black unemployment rates were 1 percentage point lower in Right-to-Work states, and Latino unemployment rates were 2 percentage points lower in Right-to-Work states.

**Right-to-Work states have lower minority unemployment**

Right-to-Work vs. forced-unionization states, unemployment rate for blacks and Latinos

	Blacks	Latinos
Unemployment rate in forced-unionization states	11.9%	8.3%
Unemployment rate in Right-to-Work states	10.9%	6.3%

Source: Bureau of Labor Statistics

@illinoispolicy

Black and Hispanic men in particular do better in Right-to-Work states. As of 2014, the unemployment rate for black men was 1.3 percentage points lower in Right-to-Work states, and the

unemployment rate for Latino men was 2.3 percentage points lower in Right-to-Work states.

---

**Minority men fare better in Right-to-Work states**

Right-to-Work vs. forced-unionization states, unemployment rate for black and Latino men

	Black men	Latino men
Unemployment rate in forced-unionization states	13.0%	7.9%
Unemployment rate in Right-to-Work states	11.7%	5.6%

Source: Bureau of Labor Statistics

@illinoispolicy

---

Right-to-Work states do better across the board: job creation, population growth, income growth and minority opportunities. It's no wonder that states all around Illinois are embracing worker freedom as they adjust to the 21st-century economy.

**If an Illinois** home-rule municipality wants to adopt a Right-to-Work ordinance, federal labor law should not stand in its way.

After Gov. Bruce Rauner began promoting local Right to Work to boost the state's economy, Illinois Attorney General Lisa Madigan issued an opinion claiming that federal labor law prohibits it. Madigan has argued that federal law allows the General Assembly to pass a statewide Right-to-Work law but pre-empts local governments from passing their own Right-to-Work ordinances.

Madigan's position – which is only her opinion and is not binding on anyone – is incorrect. As law professor Richard Epstein has explained in an article for Forbes (reprinted below), federal law does not pre-empt or prohibit local Right-to-Work ordinances. On the contrary, federal law recognizes state governments' authority to adopt Right-to-Work laws and does not prohibit a state from delegating that authority to local governments through home-rule powers, as Illinois has through the home-rule provision of its Constitution.

If Illinois local governments start passing Right-to-Work ordinances, the unions will almost certainly file lawsuits against one or more of them, most likely in federal court, asking the courts to strike down the ordinances for the reasons Madigan gave in her opinion. If the unions sue, the Liberty Justice Center will be prepared to defend those local governments and their ordinances in court, free of charge. Any local government interested in passing a Right-to-Work ordinance should contact the Liberty Justice Center beforehand to make arrangements for pro bono legal defense.

Of course, one can never be certain what a judge will do; a court that is so inclined could always find a way to rule in the unions' favor. But as Epstein's argument shows, the legal arguments against local Right to Work are weak indeed, and a fair-minded judge should reject them.

---

## ILLINOIS AND LOCAL CONTROL OF RIGHT-TO-WORK LAWS

*By Professor Richard Epstein, Laurence A. Tisch Professor of Law at New York University School of Law, Senior Lecturer at University of Chicago, Senior Fellow at the Hoover Institution*

*This article appeared in Forbes April 23, 2015, and is reprinted here in its original, unedited form.*

### **Home Rule Units Have the Right to Compete**

Right now one of the major issues in labor law is the extent to which individual states will take advantage of the opportunity expressly recognized under Section 14(b) of the National Labor Relations Act to allow its workers to hold their jobs without becoming members of unions or paying union dues. That option, which the states have enjoyed all along, is reflected in a key provision of the National Labor Relations Act that reads as follows:

#### **(b) Agreements requiring union membership in violation of State law**

Nothing in this subchapter shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or Territory in which such execution or application is prohibited by State or Territorial law.

In recent years, Indiana, Michigan and Wisconsin have all adopted right-to-work measures at the state level that removes these membership obligations from individual workers. No one doubts that the legislature of Illinois can adopt a similar provision at the statewide level. With the election of Bruce Rauner as Governor of Illinois in November, 2014, a different question has arisen, which is “whether, under current Illinois law, Illinois counties and municipalities, either home rule or non-home rule, may adopt ‘right-to-work’ ordinances, or whether votes may authorize, by referendum, ‘right to work’ zones within a particular government entity’s corporate boundaries.”

The question was put in just those words in a March 20, 2105 memorandum<sup>32</sup> by the Illinois Attorney General, Lisa Madigan, who concluded that under federal law only states acting as a unit could adopt a right-to-work law. I was asked by Governor Rauner's office to evaluate the merits of the Attorney General's analysis. My review of the Attorney General's memorandum and the relevant federal and state law led me to conclude that the Attorney General's analysis is incorrect.

In addressing this question, the Attorney General gets off on the wrong foot when she states that section 14(b) "permits only states (and territories of the United States) to enact statewide (or territory-wide) 'right-to-work' laws." In fact Section 14(b) says no such thing. The words "state wide" and "territory-wide" are not in the statute. Her use of those two phrases thus creates the false impression that statewide legislation is needed to trigger the application of section 14(b). But under Section 14(b), state law is all that is needed to reach that result. There is no federal requirement that the law impose a uniform measure inside any state if it wishes to act otherwise. On its face, section 14(b) recognizes the state's ability to enact state-level legislation under which a local unit of government with independent power can make that change.

In general, the federal government has no power to tell states how it is that they should divide up their powers of government. Nor does Section 14(b) carry some hidden implication that limits how the state may exercise its power. Remove the false reference to "statewide right to work laws" and the Attorney General's interpretation of the federal statute collapses from her own fundamental mischaracterization of the federal law.

The Attorney General's misconstruction is compounded by her serious misapprehension of the basic principles of the federal law of preemption. She is correct, to be sure, to state that the test of preemption is "one of congressional intent." But she misstates the choices that are available under federal regulation. In her view, the only two possibilities are explicit preemption or implied preemption. She ignores the most relevant alternative, which is federal legislation that expressly recognizes a state's ability to displace federal law as it sees fit, which is what Section 14(b) does.

The two general categories of federal preemption are express and implied. The Attorney General recognizes that there is no explicit federal preemption in Section 14(b), but insists that there is implied preemption. But her letter makes no reference to Supreme Court law that establishes a presumption against preemption in the 1947 case of *Rice v. Santa Fe Elevator Corp.*<sup>33</sup>

*Congress legislated here in a field which the States have traditionally occupied. See Munn v. Illinois, 94 U.S. 113; Davies Warehouse Co. v. Bowles, 321 U.S. 144, 148-149. So we start with the assumption that the historic police powers of the States were not to be superseded by the Federal Act unless that was the clear and manifest purpose of Congress.*

*That proposition has been affirmed in countless cases. See, e.g., Bates v. Dow Agrosciences (2005) and Wyeth v. Levine (2009).*<sup>34</sup>

This strong presumption against preemption can only be overcome in three ways. By showing an explicit conflict with federal law, the frustration of a federal program, or by a federal occupation of the entire field. None of these is remotely plausible given the federal government has explicitly recognized the states' authority on this key point. The situation is analogous to a federal state that explicitly says that states may raise the minimum wage above the federal minimum. It is perfectly clear that this general authorization allows for state subdivisions, such as the city of Seattle<sup>35</sup> or the city and county of San Francisco<sup>36</sup> to raise the minimum wage in the locality even if the state does not do it more generally. So too here.

The Attorney General does not attempt to establish any of these heads of preemption, but instead cites two clearly distinguishable cases. In the 1965 *Kentucky State AFL-CIO v. Puckett*,<sup>37</sup> the Court denied that Congress could have intended to waive other than to major policy-making units such as states and territories, the determination of policy in such a controversial area as that of union-security agreements. We believe Congress was willing to permit varying policies at the state level, but could not have intended to allow as many local policies as there are local political subdivisions in the nation.

Nowhere does that decision discuss preemption. Instead it reaches a bald conclusion of Congressional intention, which is nowhere expressed in the legislation. In addition, *Puckett* only covers the case where the local unit acts on its own initiative, and not where it acts pursuant to state legislative authority, where the outcome could be different. Nor does *Puckett* explain what interest the federal government has in maintaining uniformity within the state so long as state law authorizes the overall situation. Indeed, it is worth noting that as of January, 2015 five Kentucky counties, over fierce union opposition, have enacted their own 'right-to-work' laws in order to stem the loss of jobs.<sup>38</sup>

In my view, therefore, federal law does not block state legislation that authorizes home rule adoption of a right-to-work. But there is an open question of what is required to make that decision. Under *Puckett*, "Congress has preempted from cities the field undertaken to be entered by the [subject] ordinance." But Congress has not preempted the states from authorizing those local variations by state law. Indeed, at no point does *Puckett* explain how its result overcomes the well-established federal presumption against preemption.

A somewhat more difficult question arises about whether a home rule unit can enact a right to work law without further explicit authorization from the state. In *New Mexico Federation of Law v. City of Clovis*,<sup>39</sup> the Court held that a broad delegation of home rule authority under the New Mexico did not allow for enactment of a right-to-work law. But that decision did not deal with the federal preemption issue. It did not, in other words, address whether, especially in light of the strong presumption against preemption, a state legislation that authorized home-rule legislation would enable the passage of right-to-work ordinances at the local level.

It is, moreover, unclear whether Illinois would follow New Mexico on this point. Article 7, section 6(i) of the Illinois Constitution states that "[h]ome rule units may exercise and perform concurrently with the State any power or function of a home rule unit to the extent that the General Assembly by law does not specifically limit the concurrent exercise or specifically declare the State's exercise to be exclusive." There is at present no specific declaration that the passage of right-

to-work laws governing the private sector falls exclusively into the domain of the General Assembly. Case law dealing with this issue holds that this provision means what it says, so that, as stated in 1976 in *Stryker v. Village of Oak Park*<sup>40</sup> “A statute intended to limit or deny home rule powers must contain an express statement to that effect.”

At present, therefore, Attorney General Madigan has not identified any explicit federal or state prohibition against a home rule unit adopting a right-to-work law unilaterally. There appears therefore to be no explicit impediment to Illinois home rule units following the lead of the five Kentucky counties in seeking to introduce a local right-to-work law. It is of course, perfectly clear that any effort to do so will meet with strenuous opposition on both federal and state law grounds. It is very dangerous business to predict the outcome of such prolonged litigation, which is itself a reason why the Attorney General's opinion is ill-advised when the alternative position has support in both general principle and state practice on city and county initiatives elsewhere.

The issue should be resolved cleanly by fresh legislation. Nor in my view, is there any doubt as to what that legislation should provide. Right-to-work laws were adopted in Indiana, Michigan, and Wisconsin to revive the moribund economies of those states. They have had that effect. Right now there is every reason for a new midwestern firm to set up shop in a state that offers it a more congenial labor content. It is well understood that competition among states is one effective way to the economic competitiveness of a given state. Illinois continues to experience low rates of labor market recovery,<sup>41</sup> and surrounding states continue to gain jobs as Illinois stagnates.<sup>42</sup> If the state legislature does not throw off labor union dominance, local home rule units should take the lead. Their own anticipated economic success could make it politically expensive for the state legislature to undo this long-overdue reform.

**Illinois home-rule** municipalities can enact local Right-to-Work ordinances through majority votes by their municipal councils. Kentucky home-rule communities have already enacted Right-to-Work laws in just this way, by achieving simple majority votes in county councils in home-rule counties. Such ordinances leave intact any ongoing union agreements. Going forward, these Right-to-Work laws prohibit union security agreements that compel workers to pay union dues or fees. A draft version of a local Right-to-Work ordinance is attached as an appendix.

---

# APPENDIX – DRAFT RIGHT-TO-WORK ORDINANCE

STATE OF ILLINOIS

VILLAGE OF XXXX

XXXX COUNTY, ILLINOIS

ORDINANCE NUMBER 15-XX

---

**AN ORDINANCE RELATING TO THE PROMOTION OF WORKER EMPOWERMENT AND ECONOMIC DEVELOPMENT BY REGULATION OF CERTAIN INVOLUNTARY PAYMENTS REQUIRED OF PRIVATE-SECTOR EMPLOYEES IN THE VILLAGE OF XXXX**

---

**WHEREAS**, it is the intent of this Ordinance to protect individual choice and worker freedoms such that no employee covered by the National Labor Relations Act shall be compelled to join or pay dues to a union, or refrain from joining a union, as a condition of employment; and provide certain penalties for violation of those employment rights; and

**WHEREAS**, The Village of XXXX and its residents compete for employment opportunities and business development with other municipalities and states whose citizens benefit from similar worker freedom legislation; and

**WHEREAS**, as of August 2015 the State of Illinois has 214,000 fewer Illinoisans working compared to before the Great Recession, the worst employment recovery of any state in the U.S., necessitating local policy solutions that will attract businesses, manufacturers and investors and thus provide more plentiful opportunities for the residents of Illinois and XXXX; and

**WHEREAS**, a recent poll of CNBC's Global Council of CFOs revealed that two-thirds of CFOs polled consider a Right-to-Work law to be either "important" or "very important" when they decide where to invest and locate new facilities

**WHEREAS**, the Village of XXXX, XXXX County, Illinois (the "Village"), is a municipal corporation and home rule unit by referendum pursuant to the provisions of the 1970 Constitution of the State of Illinois, in particular Article VII, Section 6(a) and Section 6(m) thereof, and as such may exercise any power or perform any function pertaining to its government and affairs, the powers and functions of which shall be construed liberally; and

**WHEREAS**, the Board of Trustees of the Village of XXXX hereby finds and determines that it is in the best interest of the citizens of the Village of XXXX to promote and encourage direct labor commerce for the protection and convenience of the public, by giving employees freedom to choose employment without restraint or coercion regarding the payment of mandatory dues, fees or other payments to a labor organization as a condition of that employment.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Village Council of the Village of XXXX, XXXX County, Illinois, as follows:

**SECTION 1: RECITALS**

The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village President and Village Council.

**SECTION 2: DEFINITIONS**

The terms "employee," "employer," "labor organization," and "person" as used in this Ordinance shall have the same meanings as defined by the National Labor Relations Act.

**SECTION 3: AUTHORITY**

This Ordinance is enacted pursuant to the authority granted to the Village of XXXX as a home-rule political subdivision of the State of Illinois in accordance with the powers of home-rule, which shall be liberally construed, of political subdivisions as laid out in Article VII Section 6 of the Constitution of Illinois. The intent of this Ordinance is to be applied throughout the Village of XXXX.

**SECTION 4: GUARANTEE OF EMPLOYEE RIGHTS**

No person covered by the National Labor Relations Act shall be required as a condition of employment or continuation of employment with a private-sector employer:

- (A) to resign or refrain from voluntary membership in, voluntary affiliation with, or voluntary financial support of a labor organization;
- (B) to become or remain a member of a labor organization;

- (C) to pay any dues, fees, assessments, or other charges of any kind or amount to a labor organization; or
- (D) to pay to any charity or third party, in lieu of such payments, any amount equivalent to or a pro-rata portion of dues, fees, assessments, or other charges regularly required of members of a labor organization; or
- (E) to be recommended, approved, referred, or cleared by or through a labor organization.

**SECTION 5: VOLUNTARY DEDUCTIONS PROTECTED.**

It shall be unlawful to deduct from the wages, earnings, or compensation of an employee any union dues, fees, assessments, or other charges to be held for, transferred to, or paid over to a labor organization, unless the employee has first presented, and the employer has received, a signed written authorization of such deductions, which authorization may be revoked by the employee at any time by giving written notice of such revocation to the employer.

**SECTION 6: IMPLIED AGREEMENTS PROHIBITED.**

Any agreement, understanding, or practice, written or oral, implied or expressed, between any labor organization and employer that violates the rights of employees as guaranteed by provisions of this Ordinance is hereby declared to be unlawful, null and void, and of no legal effect.

**SECTION 7: COERCION AND INTIMIDATION PROHIBITED.**

It shall be unlawful for any person, labor organization, or officer, agent or member thereof, by any threatened or actual intimidation of an employee or prospective employee, or an employee's or prospective employee's parents, spouse, children, grand-children, or any other persons in the employee's or prospective employee's home, or by any damage or threatened damage to an employee's or prospective employee's property, to compel or attempt to compel such employee to join, affiliate with, or financially support a labor organization or to refrain from doing so, or otherwise forfeit any rights as guaranteed by provisions of this Ordinance. It shall also be unlawful to cause or attempt to cause an employee to be denied employment or discharged from employment because of support or nonsupport of a labor organization by inducing or attempting to induce any other person to refuse to work with such employees.

**SECTION 8: PENALTIES.**

Any person who violates Section 6 of this Ordinance shall be guilty of a Class A misdemeanor. A violation of any other section of this Ordinance shall be classified as a Class B misdemeanor.

**SECTION 9: CIVIL REMEDIES.**

Any individual harmed as a result of any violation or threatened violation of the provisions of this Ordinance shall have a civil cause of action in the Circuit court to enjoin further violations, and to recover the actual damages sustained, together with the cost of the lawsuit, including a reasonable attorney's fee. Such remedies shall be independent of and in addition to the penalties and remedies prescribed in other provisions of this Ordinance.

**SECTION 10: DUTY TO INVESTIGATE.**

It shall be the duty of the Village of XXXX Chief of Police to investigate complaints of violation or threatened violations of this Ordinance and to take all means at his/her command to ensure the effective enforcement of this Ordinance.

**SECTION 11: PROSPECTIVE APPLICATION.**

The provisions of this Ordinance shall apply to all contracts entered into after the effective date of this Ordinance by employers or labor organizations covering non-governmental employees within this City, and shall apply to any renewal or extension of any existing contract.

**SECTION 12: SEVERABILITY.**

If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinances are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

**SECTION 13: CONFLICTING ORDINANCES.**

All ordinances, resolutions and parts of ordinances and resolutions, in conflict herewith are hereby repealed.

**SECTION 14: HEADINGS.**

The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this ordinance.

**SECTION 15: EFFECTIVE DATE.**

This Ordinance shall be in full force and effect on and upon its passage, approval and publication, in accordance with law.

- <sup>1</sup>“Right to Work Frequently-Asked Questions,” *National Right to Work Legal Defense Foundation*, [http://www.nrtw.org/b/rtw\\_faq.htm](http://www.nrtw.org/b/rtw_faq.htm).
- <sup>2</sup> Lydia DePillis, “Why Harris v. Quinn Isn’t as Bad for Workers as It Sounds,” *Wonkblog, Washington Post*, July 1, 2014, <http://www.washingtonpost.com/news/wonkblog/wp/2014/07/01/why-harris-v-quinn-isnt-as-bad-for-workers-as-it-sounds/>.
- <sup>3</sup> F.V. Vernuccio, “What Is Right to Work? Illinois Lawmakers Don’t Seem to Know,” *Illinois Policy Institute*, May 22, 2015, <https://www.illinoispolicy.org/what-is-right-to-work-illinois-lawmakers-dont-seem-to-know/>.
- <sup>4</sup>“Right to Work States,” *National Right to Work Legal Defense Foundation*, <http://www.nrtw.org/rtws.htm>.
- <sup>5</sup> F.V. Vernuccio, “Potential Supreme Court Case Uses Rauner’s Argument for Ending ‘Fair Share’ Union Dues,” *Illinois Policy Institute*, February 19, 2015, <https://www.illinoispolicy.org/national-employee-freedom-week-sheds-light-on-illinois-forced-unionism/>.
- <sup>6</sup> F.V. Vernuccio, “National Employee Freedom Week Sheds Light on Illinois’ Forced Unionism,” *Illinois Policy Institute*, August 17, 2015, <https://www.illinoispolicy.org/national-employee-freedom-week-sheds-light-on-illinois-forced-unionism/>.
- <sup>7</sup> Illinois Public Labor Relations Act, 5 ILCS 315.
- <sup>8</sup> Illinois Educational Labor Relations Act, 115 ILCS 5.
- <sup>9</sup> National Labor Relations Act, 29 U.S.C. §§ 151-169.
- <sup>10</sup> Taft-Hartley Act, 29 U.S.C. § 164 (b).
- <sup>11</sup>“Conduct Elections,” *National Labor Relations Board*, <https://www.nlr.gov/what-we-do/conduct-elections>.
- <sup>12</sup> Ill. Admin. Code, tit. 80, § 1110.80.
- <sup>13</sup> Ill. Admin. Code, tit. 80, § 1110.140.
- <sup>14</sup> Ill. Admin. Code, tit. 80, § 1110.40.
- <sup>15</sup> Nick Cote, “New Right to Work Video: Real Faces of Card Check Intimidation,” *National Right to Work Legal Defense Foundation*, April 16, 2009, <http://www.nrtw.org/en/blog/card-check-intimidation-04162009>.
- <sup>16</sup> F.V. Vernuccio, “Vernuccio: Bring Democracy to Michigan Workplaces,” *Detroit News*, November 14, 2014, <http://www.detroitnews.com/story/opinion/2014/11/14/vernuccio-democracy-michigan-workplaces/18987945/>.

- <sup>17</sup> F.V. Vernuccio, "Right to Work Isn't the Only Option: 'One or None' Also Gives Workers, Unions Choice," *Illinois Policy Institute*. February 12, 2015, <https://www.illinoispolicy.org/right-to-work-isnt-the-only-option-one-or-none-also-gives-workers-unions-choice/>.
- <sup>18</sup> "Employer/Union Rights and Obligations," *National Labor Relations Board*, <https://www.nlr.gov/rights-we-protect/employerunion-rights-and-obligations>.
- <sup>19</sup> Peter Kinder and F.V. Vernuccio, "Will Missouri Be the Tipping Point for Worker Freedom?" *Washington Times*, June 5, 2015, <http://www.washingtontimes.com/news/2015/jun/5/peter-kinder-and-f-vincent-vernuccio-will-missouri/?page=all>.
- <sup>20</sup> F.V. Vernuccio, "Half of U.S. States Have Right-to-Work Laws after Wisconsin Signs State Law," *Illinois Policy Institute*, March 16, 2015, <https://www.illinoispolicy.org/half-of-u-s-states-have-right-to-work-laws-after-wisconsin-signs-state-law/>.
- <sup>21</sup> Michael Lucci, "Union Membership Collapsing in Forced-Union States," *Illinois Policy Institute*, March 9, 2015, <https://www.illinoispolicy.org/union-membership-collapsing-in-forced-union-states/>.
- <sup>22</sup> F.V. Vernuccio, "Right to Work: No Impact on Collective Bargaining, but Can Make Unions Stronger," *Illinois Policy Institute*, March 24, 2015, <https://www.illinoispolicy.org/right-to-work-no-impact-on-collective-bargaining-but-can-make-unions-stronger/>.
- <sup>23</sup> F.V. Vernuccio, "Labor-Reform States Offer Illinois Important Lessons in Political Bravery," *Illinois Policy Institute*, July 23, 2015, <https://www.illinoispolicy.org/labor-reform-states-offer-illinois-important-lessons-in-political-bravery/>.
- <sup>24</sup> Jason Hancock, "Missouri House Fails to Override Governor's Veto of 'Right-to-Work' Bill," *Kansas City Star*, September 16, 2015, <http://www.kansascity.com/news/government-politics/article35534319.html>.
- <sup>25</sup> Monica Spees, "Potential Projects Might Add 3,600 Jobs," *Bowling Green Daily News*, March 6, 2015, [http://www.bgdailynews.com/news/potential-projects-might-add-jobs/article\\_06cb81af-786a-5797-a3a3-5094adab0b2c.html](http://www.bgdailynews.com/news/potential-projects-might-add-jobs/article_06cb81af-786a-5797-a3a3-5094adab0b2c.html).
- <sup>26</sup> Scott Cohn, "An American Workplace War That's Reached a Tipping Point," *CNBC*, May 29, 2015, <http://www.cnbc.com/2015/05/29/the-right-to-work-battle-has-reached-a-tipping-point.html>.
- <sup>27</sup> Jarrett Skorup, "Income Growth In Right-to-Work-States Significantly Higher," *Michigan Capitol Confidential*, June 5, 2014, <http://www.michigancapitolconfidential.com/20161>.

- <sup>28</sup> Greg Hinz, "Rauner's New Economic Development Chief Defends Move to Privatize His Agency," *Crain's Chicago Business*, May 12, 2015, <http://www.chicagobusiness.com/article/20150512/BLOGS02/150519969/rauners-new-economic-development-chief-defends-move-to-privatize-his-agency>.
- <sup>29</sup> "Regional and State Employment and Unemployment (Monthly)," *Bureau of Labor Statistics*, <http://www.bls.gov/news.release/laus.toc.htm>.
- <sup>30</sup> "Regional Data: GDP & Personal Income," *Bureau of Economic Analysis*, <http://www.bea.gov/iTable/iTable.cfm?reqid=70&step=1&isuri=1&acrdn=7#reqid=70&step=1&isuri=1&7022=21&7023=0&7024=non-industry&7001=421&7090=70>.
- <sup>31</sup> Michael Lucci, "Right-to-Work States Have Lower Minority Unemployment," *Illinois Policy Institute*, February 16, 2015, <https://www.illinoispolicy.org/right-to-work-states-have-lower-minority-unemployment/>.
- <sup>32</sup> Lisa Madigan, "LABOR: Authority of Counties and Municipalities to Adopt Right-to-Work Ordinances," *State of Illinois Office of the Attorney General*, March 20, 2015, <http://illinoisattorneygeneral.gov/opinions/2015/15-001.pdf>.
- <sup>33</sup> *Rice v. Santa Fe Elevator Corp*, 331 U.S. 218 (1974).
- <sup>34</sup> *Munn v. Illinois*, 94 U.S. 113 (1876); *Davies Warehouse Co. v. Bowels*, 321 U.S. 144 (1944); *Bates v. Dow Agrosciences*, 544 U.S. 431 (2005); *Wyeth v. Diana Levine*, 129 S.Ct. 1187 (2009).
- <sup>35</sup> "\$15 Minimum Wage," *City of Seattle, Office of the Mayor*, <http://murray.seattle.gov/minimumwage/#sthash.9nahbsuU.S9DBOM9w.dpbs>.
- <sup>36</sup> "Minimum Wage Ordinance (MWO)," *City & County of San Francisco, Office of Labor Standards Enforcement*, <http://sfgsa.org/index.aspx?page=411>.
- <sup>37</sup> *Kentucky State AFL-CIO v. Puckett*, 391 S.W.2d 360 (Ky. 1965).
- <sup>38</sup> Joseph Gerth, "Ky Counties Take Up Own 'Right-to-Work' Laws," *Louisville Courier-Journal*, January 17, 2015, <http://www.courier-journal.com/story/news/local/2015/01/16/right-work-movement-kentucky-elsewhere/21890143/>.
- <sup>39</sup> 735 F. Supp. 999 (D. N.M. 1990).

- <sup>40</sup> Stryker v. Village of Oak Park, 343 N.E.2d 919 (Ill. 1976).
- <sup>41</sup> Michael Lucci, "Act Locally: Right-to-Work Zones Can Spark IL Comeback," *Illinois Policy Institute*, February 2, 2015, <https://www.illinoispolicy.org/act-locally-right-to-work-zones-can-spark-il-comeback/>.
- <sup>42</sup> Michael Lucci, "State and Local Policy Solutions Can Help Granite City Keep Steel in Town," *Illinois Policy Institute*, March 25, 2015, [https://www.illinoispolicy.org/state-and-local-policy-solutions-can-help-granite-city-keep-steel-in-town/?utm\\_source=Illinois+Policy%3A+Opens&utm\\_campaign=c836afdaa7-utm\\_source%3Dmailchimp&utm\\_medium=email&utm\\_term=0\\_9471dd8540-c836afdaa7-12878649](https://www.illinoispolicy.org/state-and-local-policy-solutions-can-help-granite-city-keep-steel-in-town/?utm_source=Illinois+Policy%3A+Opens&utm_campaign=c836afdaa7-utm_source%3Dmailchimp&utm_medium=email&utm_term=0_9471dd8540-c836afdaa7-12878649).

---

## GUARANTEE OF QUALITY SCHOLARSHIP

**The Illinois Policy Institute** is committed to delivering the highest quality and most reliable research on matters of public policy.

The Institute guarantees that all original factual data (including studies, viewpoints, reports, brochures and videos) are true and correct, and that information attributed to other sources is accurately represented.

The Institute encourages rigorous critique of its research. If the accuracy of any material fact or reference to an independent source is questioned and brought to the Institute's attention in writing with supporting evidence, the Institute will respond. If an error exists, it will be corrected in subsequent distributions. This constitutes the complete and final remedy under this guarantee.

**ORDINANCE NO. \_\_\_\_\_**

**VILLAGE OF LINCOLNSHIRE, ILLINOIS**

**AN ORDINANCE ON ECONOMIC DEVELOPMENT AND WORKER EMPOWERMENT BY REGULATION OF INVOLUNTARY PAYROLL DEDUCTIONS FOR PRIVATE SECTOR WORKERS IN THE VILLAGE OF LINCOLNSHIRE**

**WHEREAS**, the Village of Lincolnshire, Lake County, Illinois (the “Village”), is a municipal corporation and Home Rule unit by referendum pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and as such may exercise any power or perform any function pertaining to its government and affairs, the powers and functions of which shall be construed liberally; and

**WHEREAS**, Mayor and Council of the Village of Lincolnshire find that fostering a commercially competitive environment to maintain a stable, diverse tax base in the Village and the promotion of job growth for the Village’s residents pertain to the government and affairs of the Village of Lincolnshire; and

**WHEREAS**, it is the intent of this Ordinance to protect individual choice and worker freedoms such that in the Village of Lincolnshire, no employee covered by the National Labor Relations Act (“NLRA”) shall be compelled to join or pay dues to a union, or refrain from joining a union, as a condition of employment; and provide certain penalties for violation of those employment rights; and

**WHEREAS**, the Village of Lincolnshire and its residents compete for employment opportunities and business development with other municipalities and states whose citizens benefit from similar worker freedom legislation; and

**WHEREAS**, as of September, 2015 the State of Illinois has 200,000 fewer Illinoisans working compared to before the Great Recession, the worst employment recovery of any state in the U.S., necessitating local policy solutions that will attract businesses, manufacturers and investors and thus provide more plentiful opportunities for the residents of Illinois and Lincolnshire; and

**WHEREAS**, a recent poll of CNBC’s Global Council of CFOs revealed that two-thirds of CFOs polled consider a Right-to-Work law to be either “important” or “very important” when they decide where to invest and locate new facilities; and

**WHEREAS**, the NLRA authorizes the State of Illinois and Home Rule units of government to prohibit compulsory union membership and dues payments for employees choosing not to join a union; and

**WHEREAS**, Article VII, Section 6(i) of the Illinois Constitution provides that:

- (i) Home rule units may exercise and perform concurrently with the State any power or function of a home rule unit to the extent that the General Assembly by law does not specifically limit the concurrent exercise or specifically declare the State's exercise to be exclusive;

**WHEREAS**, with respect to the regulation of compulsory union dues payments for employees governed by the NLRA, the General Assembly has neither specifically limited the concurrent exercise of authority by Home Rule units, nor declared the State's exercise to be exclusive; and

**WHEREAS**, the Mayor and Council of the Village of Lincolnshire hereby find and determine that it is in the best interest of the public health safety and welfare of the residents of the Village of Lincolnshire to promote and encourage direct labor commerce by giving employees the freedom to choose employment without restraint or coercion regarding the payment of mandatory dues, fees or other payments to a labor organization as a condition of that employment.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Village of Lincolnshire, Lake County, Illinois, in the exercise of its Home Rule authority as follows:

**SECTION 1: RECITALS**

The foregoing recitals are incorporated into, and made a part of, this Ordinance as if fully set forth in this section 1.

**SECTION 2: DEFINITIONS**

The terms "employee," "employer," "labor organization," and "person" as used in this Ordinance shall have the same meanings as defined by the NLRA.

**SECTION 3: AUTHORITY**

This Ordinance is enacted pursuant to the City's Home Rule authority under Article VII, Section 6 of the Constitution of the State of Illinois.

**SECTION 4: GUARANTEE OF EMPLOYEE RIGHTS**

No person covered by the NLRA shall be required as a condition of employment or continuation of employment with a private-sector employer:

- (A) to resign or refrain from voluntary membership in, voluntary affiliation with, or voluntary financial support of a labor organization;
- (B) to become or remain a member of a labor organization;
- (C) to pay any dues, fees, assessments, or other charges of any kind or amount to a labor organization;
- (D) to pay to any charity or other third party, in lieu of such payments, any amount equivalent to or a pro-rata portion of dues, fees, assessments, or other charges regularly required of members of a labor organization; or
- (E) to be recommended, approved, referred, or cleared for employment by or through a labor organization.

**SECTION 5: VOLUNTARY DEDUCTIONS PROTECTED.**

For employers located in the Village, it shall be unlawful to deduct from the wages, earnings, or compensation of an employee any union dues, fees, assessments, or other charges to be held for, transferred to, or paid over to a labor organization, unless the employee has first

presented, and the employer has received, a signed written authorization of such deductions, which authorization may be revoked by the employee at any time by giving written notice of such revocation to the employer.

**SECTION 6: IMPLIED AGREEMENTS PROHIBITED.**

Any agreement, understanding, or practice, written or oral, implied or expressed, between any labor organization and employer that violates the rights of employees as guaranteed by provisions of this Ordinance is hereby declared to be unlawful, null and void, and of no legal effect.

**SECTION 7: COERCION AND INTIMIDATION PROHIBITED.**

It shall be unlawful for any person, labor organization, or officer, agent or member thereof, by any threatened or actual intimidation of an employee or prospective employee, or an employee's or prospective employee's parents, spouse, children, grand-children, or any other persons in the employee's or prospective employee's home, or by any damage or threatened damage to an employee's or prospective employee's property, to compel or attempt to compel such employee to join, affiliate with, or financially support a labor organization or to refrain from doing so, or otherwise forfeit any rights as guaranteed by provisions of this Ordinance. It shall also be unlawful to cause or attempt to cause an employee to be denied employment or discharged from employment because of support or nonsupport of a labor organization by inducing or attempting to induce any other person to refuse to work with such employees.

**SECTION 8: PENALTIES.**

Any person who violates this Ordinance shall be guilty of a Class A misdemeanor, punishable by fine or imprisonment as set forth in section 5-4.5-55 of the Illinois Unified Code of Corrections, 730 ILCS 5/5-4.5-55.

**SECTION 9: CIVIL REMEDIES.**

Any individual harmed as a result of any violation or threatened violation of the provisions of this Ordinance shall have a civil cause of action to enjoin further violations, and to recover the actual damages sustained, together with the cost of the lawsuit, including a reasonable attorney's fee. Such remedies shall be independent of and in addition to the penalties and remedies prescribed in other provisions of this Ordinance.

To the extent that the law applicable to the forum in which any civil enforcement proceeding is brought under this section 9 provides that a Home Rule unit is not authorized to legislate an award of attorneys fees via an ordinance, then the attorney's fees provision of this section shall be of no force and effect in such forum.

**SECTION 10: PROSPECTIVE APPLICATION.**

The provisions of this Ordinance shall apply to all collective bargaining agreements and employment agreements entered into after the effective date of this ordinance by

employers, employees and/or labor organizations covering non-governmental employees within this Village, and shall apply to any renewal or extension of any existing collective bargaining agreements and employment agreements covering non-governmental employees within this Village made after the effective date of this Ordinance.

**SECTION 11: SEVERABILITY.**

If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

**SECTION 12: CONFLICTING VILLAGE COUNCIL ACTIONS.**

The specific terms of this Ordinance shall supersede any portion of the Lincolnshire Municipal Code or any ordinance, resolution or motion of the Village Council adopted prior to and the terms of which conflict with this Ordinance.

**SECTION 14: HEADINGS.**

The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Ordinance.

**SECTION 15: PUBLICATION IN PAMPHLET FORM.**

The Village Clerk is directed to publish this Ordinance in pamphlet form.

**SECTION 16: EFFECTIVE DATE.**

This Ordinance shall be in full force and effect upon its passage, approval and publication, in the manner provided by law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: \_\_\_\_\_, 2015

**REQUEST FOR BOARD ACTION**

**Subject:** Approval of the Fiscal Year 2016 Budget (Village of Lincolnshire)

---

**Action Requested:** Approval of the Fiscal Year 2016 Budget - Roll Call Vote

---

**Originated  
By/Contact:** Michael Peterson, Finance Director  
Brad Burke, Village Manager

---

**Referred To:** Mayor and Village Board of Trustees

---

**Summary / Background:**

The Village Board met in October and over several meetings in November to discuss various parts of the proposed budget for Fiscal Year 2016. As a result of Board feedback and direction and staff's continued work on the proposed budget, several changes have been identified. Attached is a detailed spreadsheet highlighting those changes to the Fiscal Year 2016 proposed budget. Many of the proposed changes reflect a refinement in the proposed budget numbers as more information has become known since the draft budget was released in early October.

The following is a summary of several of the major budget revisions proposed:

- **Workers Comp and Property Liability Insurance** - Various line items have been adjusted as new insurance quote was received. Changes reflect an overall reduction of \$54,000 in spending related to workers comp and property liability insurance.
- **IPRF and Miscellanies Grants** - Addition of \$4,310 in IPRF and miscellaneous grant revenue anticipated in 2016.
- **LSA Skate Night** - Addition of \$2,500 expenditure in funds to special events for the Lincolnshire Sports Association (LSA) Skate Night event discussed at the November 23, 2015 Board meeting.
- **Water & Sewer Funds** - Removal of \$242,800 in revenues associated with flat water infrastructure fee originally proposed in draft budget. Addition of \$551,000 in revenues associated with increases in water and sewer rates as well as introduction of tiered commercial billing. As a result of the increase in anticipated revenues, transfers from the General Funds to the Water & Sewer Operations and Improvement Funds will not be necessary. However, a transfer from the Water & Sewer Operations fund to the Water & Sewer Improvement Fund is anticipated.
- **General Capital Fund Transfers** - As no transfer from the General Fund to the Water & Sewer Funds is necessary, \$494,132 in additional funds can be transferred from the General Fund into the General Capital Fund.
- **Ice Rink Liner Costs** - Funds added for 2016 budget and every year going forward to purchase new ice rink liner. Staff anticipates receiving donations annually from LSA to donate every year to offset cost of liner.

- **Phone Update Project** - Vendor issues resulted in Village Hall phone update project not being completed in 2015 as planned. As a result, \$17,000 in funds added to computer equipment line item to complete project in 2016.

Staff will be available at Monday's meeting to answer any questions the Board may have regarding the final revisions to the proposed budget for Fiscal Year 2016.

The proposed 2016 budget reflects revenues based upon the Village's current fee and revenue structure. No new taxes or fees are being proposed. The total expenditures for all funds is \$23,742,563 with revenues of \$21,642,660 and use of reserves in the amount of \$686,879.

**Recommendation:**

Staff recommends incorporating final changes into the proposed budget for Fiscal Year 2016 and approval of the fiscal year 2016 budget as presented

**Reports and Documents Attached:**

- Spreadsheet Detailing Changes to Proposed Budget from Initial Draft
- "Budget-in-a-Nutshell"

<b>Meeting History</b>	
<b>Special Committee of the Whole Budget Discussion &amp; Workshops</b>	<b>October 19, 2015</b>
<b>Regular Village Board Meeting:</b>	<b>December 14, 2015</b>

ACCT DESCRIPTION	New Est. 2015	New Budget 2016	Original Est. 2015	Original Budget 2016	Difference Est. 2015	Difference Budget 2016
<b>FUND 01 - GENERAL FUND</b>						
Received updated quote from Mesirov on 12/7/2015						
01-12-61-8800 Property/Liability Ins	76,330	81,980	\$ 76,330	\$ 84,120	\$ -	\$ (2,140)
02-01-61-8800 Property/Liability Ins	34,060	36,580	\$ 34,060	\$ 37,530	\$ -	\$ (950)
12-01-61-8800 Property/Liability Ins	7,050	7,570	\$ 7,050	\$ 7,760	\$ -	\$ (190)
01-12-61-8801 Workers Comp	129,589	113,750	\$ 129,589	\$ 146,900	\$ -	\$ (33,150)
02-01-61-8801 Workers Comp	57,830	50,750	\$ 57,830	\$ 65,540	\$ -	\$ (14,790)
12-01-61-8801 Workers Comp	11,975	10,500	\$ 11,975	\$ 13,560	\$ -	\$ (3,060)
01-00-85-4335 Miscellaneous Grants	12,000	16,060	\$ 12,000	\$ 11,750	\$ -	\$ 4,310
01-12-63-8600 Minor Equip- IPRF Grant Project	11,750	16,060	\$ 11,750	\$ 11,750	\$ -	\$ 4,310
01-22-61-9210 Special Events: Winter	2,500	5,000	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
Removed infrastructure fee per Board						
07-00-75-4187 Water Infrastructure Fee	0	0	0	242,800	\$ -	\$ (242,800)
New Water Sewer Revenue figures						
02-00-75-4180 Water User Fees	1,810,000	1,930,000	\$ 1,810,000	\$ 1,979,000	\$ -	\$ (49,000)
02-00-75-4181 Sewer User Fees	1,930,000	2,570,000	\$ 1,930,000	\$ 1,970,000	\$ -	\$ 600,000
With new Water & Sewer Revenue, we removed transfers from General to WS Improvements						
01-26-98-0200 Transfer Out- WS Operations	0	0	\$ -	\$ 112,585	\$ -	\$ (112,585)
01-26-98-0700 Transfer Out- WS Improv: Debt	187,300	0	\$ 187,300	\$ 187,300	\$ -	\$ (187,300)
01-26-99-0700 Transfer Out- WS Imp: Cap Proj	810,000	0	\$ 810,000	\$ 168,057	\$ -	\$ (168,057)
02-00-98-0126 Transfer In- General Fund	0	0	\$ -	\$ 112,585	\$ -	\$ (112,585)
07-00-98-0126 Transfer In- General Fund	997,300	0	\$ 997,300	\$ 355,357	\$ -	\$ (355,357)
Since WS rates result in new WS revenue, Gen will transfer less to WS Oper and WS Improv, therefore additional funds can be transferred to General Capital Fund from General Fund.						
01-26-98-5100 Transfer Out- General Cap	1,315,113	2,538,636	\$ 1,315,113	\$ 2,044,504	\$ -	\$ 494,132
51-00-98-0100 Transfer In- General Fund	1,315,113	2,538,636	\$ 1,315,113	\$ 2,044,504	\$ -	\$ 494,132
Since WS rates result in new WS revenue, WS Oper is able to transfer excess to WS Improve						
02-01-98-0700 Transfer Out- WS Improv	0	453,345	\$ -	\$ -	\$ -	\$ 453,345
07-00-98-0200 Transfer In- WS Oper Fund	0	453,345	\$ -	\$ -	\$ -	\$ 453,345
Est Year End transfers based on 2015 Budget in preparation of IMRF additional Contribution						
06-00-98-0201 Transfer In- WS Oper Fund	94,250	96,320	\$ 90,000	\$ 96,320	\$ 4,250	\$ -
06-00-98-1200 Transfer In- VMF	24,420	22,360	\$ 23,000	\$ 22,360	\$ 1,420	\$ -
02-01-98-0600 Transfer Out- Retire Fund	94,250	96,320	\$ 90,000	\$ 96,320	\$ 4,250	\$ -
12-01-98-0600 Transfer Out- Retire Fund	24,420	22,360	\$ 23,000	\$ 22,360	\$ 1,420	\$ -
No change- Est Year End additional contributions to IMRF						
06-01-70-9101 IMRF	619,553	487,078	\$ 619,553	\$ 487,078	\$ -	\$ -
Removed "Access My Gov" Financials only from Annual Maint or Licensing						
01-12-61-5507 Data Sys- Software / Licensing	13,500	18,230	\$ 13,500	\$ 19,040	\$ -	\$ (810)
02-01-61-5507 Data Sys- Software/Licensing	1,350	2,030	\$ 1,350	\$ 2,120	\$ -	\$ (90)
Wage increase from Utility Clerk to Finance Clerk						
01-02-60-1500 Part Time Wages	11,300	12,200	\$ 11,300	\$ 11,700	\$ -	\$ 500
02-01-60-1500 Part Time Wages	10,000	12,200	\$ 10,000	\$ 11,700	\$ -	\$ 500
\$2,150 Rink Liner was added in 2016 for every year going forward. LCA will donate \$2150 to Other Income to offset this cost.						
01-22-62-3049 Maint Mat- Athletic Fields	15,000	17,000	\$ 15,000	\$ 15,000	\$ -	\$ 2,000
01-00-90-4430 Other Income	18,000	14,000	\$ 18,000	\$ 12,000	\$ -	\$ 2,000
Youssef removed phone project from Est Yr End 2015 and moved it to Budget 2016						
01-12-80-3005 Misc Computer Equipment	17,200	70,800	\$ 31,700	\$ 53,700	\$ (14,500)	\$ 17,100

VILLAGE OF LINCOLNSHIRE

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>General Fund - Revenues</b>					
01-00-70-4010	State Income Tax	R	690,000	715,000	720,000
01-00-70-4020	Sales Tax	R	2,925,000	3,060,000	3,060,000
01-00-70-4021	Local Home Rule Sales Tax	R	1,395,000	1,460,000	1,460,000
01-00-70-4030	Utility Tax	R	1,375,000	1,270,000	1,308,000
01-00-70-4032	Telecommunications Tax	R	1,185,000	1,050,000	1,000,000
01-00-70-4040	Room And Admission Tax	R	1,720,000	1,820,000	1,754,000
01-00-70-4050	Real Estate Transfer Tax	R	200,000	340,000	200,000
01-00-70-4060	Road & Bridge Tax	R	73,000	73,800	73,000
01-00-70-4070	Property Tax- Police Pension	R	0	623,303	833,550
01-00-70-4091	State Use Tax	R	120,000	134,000	141,000
<b>TR010070</b>	<b>Total Taxes Revenue</b>		<b>9,683,000</b>	<b>10,546,103</b>	<b>10,549,550</b>
01-00-75-4110	Recycle SWALCO Fees	R	10,000	6,600	5,000
01-00-75-4120	Liquor Licenses	R	64,000	67,500	67,000
01-00-75-4125	Beach Tags	R	5,500	7,800	6,200
01-00-75-4126	Park User Fees	R	27,000	23,000	25,000
01-00-75-4130	Amusement Devices	R	2,900	1,750	2,900
01-00-75-4135	Application Fees	R	7,500	15,000	7,500
01-00-75-4140	Engineering Fees	R	12,000	10,000	12,000
01-00-75-4145	Planner Fees	R	3,000	1,200	1,200
01-00-75-4150	Plan Review Fees	R	45,000	43,600	45,000
01-00-75-4155	Annexation Fees	R	1,600	1,000	1,000
01-00-75-4160	Building Permit Fees	R	200,000	245,000	210,000
01-00-75-4161	Bldg-Fire Consult Review/Inspect Fee	R	0	8,435	59,000
01-00-75-4163	Elevator Inspection Fees	R	0	23,100	23,000
01-00-75-4164	Engineering Consult Review/ Inspect	R	0	0	21,000
01-00-75-4165	Acreage Impact Fees	R	22,500	2,500	5,000
01-00-75-4166	Forester Fees	R	1,000	0	1,000
01-00-75-4170	Misc. Licenses & Fees	R	15,000	0	1,000
01-00-75-4190	Cable Tv Franchise	R	145,000	140,000	140,000
01-00-75-4191	Waste Hauler Fees	R	2,000	1,500	1,500
01-00-75-4192	Yard Waste Refuse Stickers	R	1,500	5,800	4,600
01-00-75-9220	Taste of Lincolnshire Revenue	R	15,000	15,000	13,500
<b>TR010075</b>	<b>Total License &amp; Fees</b>		<b>580,500</b>	<b>618,785</b>	<b>652,400</b>
01-00-80-4210	Court Fines	R	300,000	225,000	250,000
01-00-80-4230	Alarm Fines & Fees	R	5,000	9,000	5,000
01-00-80-4240	Administrative Tow Fees	R	75,000	25,200	30,000
<b>TR010080</b>	<b>Total Fines &amp; Forfeitures</b>		<b>380,000</b>	<b>259,200</b>	<b>285,000</b>
01-00-85-4310	Police Grants	R	6,500	10,800	21,000
01-00-85-4320	Police Training Reimburse	R	0	400	0
01-00-85-4335	Miscellaneous Grants	R	22,950	12,000	16,060
01-00-85-4340	Police Services	R	160,000	171,000	170,000
<b>TR010085</b>	<b>Total Allotments &amp; Grants</b>		<b>189,450</b>	<b>194,200</b>	<b>207,060</b>
01-00-90-4410	Sale Of Surplus Property	R	20,000	12,000	10,000
01-00-90-4430	Other Income	R	12,000	18,000	14,000

**Account #**      **Account Description**  
**TR010090**      **Total Miscellaneous Revenue**

Budget 2015	Est. 2015	Budget 2016
<b>32,000</b>	<b>30,000</b>	<b>24,000</b>

Account #	Account Description	Budget 2015	Est. 2015	Budget 2016
01-00-95-4510	Interest Income	22,000	30,000	22,000
<b>TR010095</b>	<b>Total Other Revenue</b>	<b>22,000</b>	<b>30,000</b>	<b>22,000</b>
<b>Total General Fund Revenues</b>		<b>\$10,886,950</b>	<b>\$11,678,288</b>	<b>\$11,740,010</b>

R

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>General Fund - Administration - Expenses</b>					
01-01-60-1000	Regular Salaries	E	242,500	226,000	253,000
01-01-60-1500	Part Time Wages	E	7,800	5,800	6,200
01-01-60-2000	Overtime Salaries	E	2,000	0	800
<b>TE010160</b>	<b>Total Personnel Services</b>		<b>252,300</b>	<b>231,800</b>	<b>260,000</b>
01-01-61-3000	Equipment Maintenance	E	500	0	500
01-01-61-4000	Professional Services	E	2,500	500	2,500
01-01-61-4024	Prof Serv- Misc	E	1,500	0	1,500
01-01-61-9000	Outside Services	E	1,000	0	1,000
<b>TE010161</b>	<b>Total Contractual Services</b>		<b>5,500</b>	<b>500</b>	<b>5,500</b>
01-01-63-1000	Memberships	E	12,000	10,200	11,000
01-01-63-2000	Vehicle Allowance	E	4,800	4,800	4,800
01-01-63-3000	Professional Development	E	20,000	19,500	6,500
01-01-63-4000	Publications	E	600	600	600
01-01-63-5000	Classified Ads	E	2,000	3,700	2,500
01-01-63-7000	Boards & Commissions	E	3,000	2,600	3,000
01-01-63-9000	Business Expenses	E	7,500	5,800	7,500
<b>TE010163</b>	<b>Total Other Charges</b>		<b>49,900</b>	<b>47,200</b>	<b>35,900</b>
<b>TE0101</b>	<b>Total Administration Expenses</b>		<b>\$307,700</b>	<b>\$279,500</b>	<b>\$301,400</b>
<b>General Fund - Finance - Expenses</b>					
01-02-60-1000	Regular Salaries	E	224,200	219,000	233,000
01-02-60-1500	Part Time Wages	E	11,750	11,300	12,200
01-02-60-2000	Overtime Salaries	E	500	0	500
<b>TE010260</b>	<b>Total Personnel Services</b>		<b>236,450</b>	<b>230,300</b>	<b>245,700</b>
01-02-61-2000	Printing	E	825	500	300
01-02-61-3019	Eq Maint- Mail Equip / Misc.	E	200	200	200
01-02-61-4003	Prof Serv- Audit	E	18,380	18,380	19,580
01-02-61-5000	Legal Notices	E	900	963	1,000
01-02-61-9000	Outside Serv- Misc & Shipping	E	100	100	100
<b>TE010261</b>	<b>Total Contractual Services</b>		<b>20,405</b>	<b>20,143</b>	<b>21,180</b>
01-02-62-1000	Office Supplies	E	0	0	0
<b>TE010262</b>	<b>Total Commodities</b>		<b>-</b>	<b>-</b>	<b>-</b>
01-02-63-1000	Memberships	E	800	700	800
01-02-63-3000	Professional Development	E	4,000	3,100	3,750
01-02-63-4000	Publications	E	175	175	175
01-02-63-8600	Minor Equipment	E	300	0	300
01-02-63-9000	Business Expenses	E	400	350	400
<b>TE010263</b>	<b>Total Other Charges</b>		<b>5,675</b>	<b>4,325</b>	<b>5,425</b>
<b>TE0102</b>	<b>Total Finance Expenses</b>		<b>\$262,530</b>	<b>\$254,768</b>	<b>\$272,305</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>General Fund - Police - Expenses</b>					
01-05-60-1000	Regular Salaries	E	2,530,000	2,300,000	2,513,000
01-05-60-2000	Overtime Salaries	E	125,000	148,000	148,000
01-05-60-2100	Overtime Contract Services	E	44,000	41,000	40,000
01-05-70-9510	Pension Retirement	E	0	623,303	833,550
<b>TE010560</b>	<b>Total Personnel Services</b>		<b>2,699,000</b>	<b>3,112,303</b>	<b>3,534,550</b>
01-05-61-2001	Case Reports & Forms	E	2,500	1,000	2,500
01-05-61-2003	Print- Tickets	E	3,000	3,000	3,000
01-05-61-2005	Print- Field Directory	E	500	450	500
01-05-61-2007	Print- Promotional	E	1,000	1,000	1,000
01-05-61-3002	Eq Maint- Audio/Emerg Light	E	4,000	1,800	4,000
01-05-61-3003	Eq Maint- Test-AED, DIU, Etc.	E	1,000	0	1,000
01-05-61-3005	Eq Maint- CAD/Rec Sys	E	15,500	15,210	16,000
01-05-61-3008	Eq Maint- Firearms	E	500	0	500
01-05-61-3009	Eq Maint- In-Car Video Cam	E	4,000	200	4,000
01-05-61-3010	Eq Maint- Live Scan	E	3,500	3,350	1,000
01-05-61-3012	Eq Maint- Misc Office Eq	E	500	220	500
01-05-61-3013	Mobile Data Computers	E	1,000	0	1,000
01-05-61-3014	Overweight Trk Scales Cert	E	1,000	0	0
01-05-61-3016	Eq Maint- Radar Units	E	1,000	0	1,000
01-05-61-3018	Eq Maint- BEAST System	E	1,200	1,050	1,200
01-05-61-3020	Eq Maint- Local Radio	E	8,000	8,100	8,000
01-05-61-3021	CLC Radio Net	E	22,000	21,210	8,000
01-05-61-3030	Eq Maint- Emerg Warning Siren	E	2,800	2,750	2,800
01-05-61-4001	Prof Serv- Actuary	E	0	4,500	3,000
01-05-61-4002	Prof Serv- Animal Control	E	1,500	1,500	1,500
01-05-61-4006	Prof Serv- Crime Lab Assess	E	12,700	12,600	13,000
01-05-61-4012	Prof Serv- Lake Co Metro Enforce Gro	E	15,000	14,400	15,000
01-05-61-4013	Prof Serv- Legal Services	E	63,600	38,400	50,000
01-05-61-4014	Prof Serv- Digital Forensics	E	2,000	2,000	2,000
01-05-61-4015	Prof Serv- Recruit/ Testing	E	0	0	27,000
01-05-61-4025	Prof Serv- Internet Connection	E	9,900	9,880	9,900
01-05-61-5506	Data Sys- Power Doc Mgt Sware	E	1,500	1,390	1,500
01-05-61-5515	Data Sys- Wireless	E	6,300	6,350	7,530
<b>TE010561</b>	<b>Total Contractual Services</b>		<b>185,500</b>	<b>150,360</b>	<b>186,430</b>
01-05-62-3001	Maint Mat- BA / AED Supplies	E	1,500	500	1,000
01-05-62-3007	Maint Mat- Evidence Collection	E	2,500	2,250	2,500
01-05-62-3012	Maint Mat- Ammunition	E	7,500	7,500	7,500
01-05-62-3013	Maint Mat- Safety Equipment	E	1,500	1,000	1,500
01-05-62-3031	Maint Mat- Radios & Equip	E	3,000	500	2,000
01-05-62-3033	Maint Mat- Misc.	E	1,500	500	1,500
01-05-62-3046	Maint Mat- Video Recording Sup	E	1,200	1,000	1,200
<b>TE010562</b>	<b>Total Commodities</b>		<b>18,700</b>	<b>13,250</b>	<b>17,200</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
01-05-63-1000	Memberships	E	2,250	2,200	2,500
01-05-63-3002	Prof Dev-Certified Courses	E	30,000	25,000	30,000
01-05-63-3004	Prof Dev-NIPAS Training	E	5,000	4,100	5,000
01-05-63-3006	Prof Dev- NEMRT	E	3,000	3,880	3,000
01-05-63-4000	Publications	E	750	300	750
01-05-63-6001	Uniform- Body Armor	E	8,000	7,600	8,000
01-05-63-6002	Uniform- Cleaning	E	9,100	12,650	13,400
01-05-63-6004	Uniform- Jacket Replace	E	1,500	500	1,500
01-05-63-6005	Uniform- NIPAS	E	500	0	500
01-05-63-6006	Uniform- Patches/Insignias	E	1,000	200	1,000
01-05-63-6007	Uniform- Replacement	E	10,000	9,000	10,000
01-05-63-8601	Firearm Replacements	E	1,800	1,820	1,800
01-05-63-8602	Minor Office & Veh Equip	E	2,000	1,300	2,000
01-05-63-8603	Officer Personal Safety Eq	E	1,000	0	0
01-05-63-9000	Business Expense	E	4,500	4,000	4,500
01-05-63-9002	Comm Oriented Awareness & Prev	E	6,000	6,000	6,000
01-05-63-9006	Lincolnshire Explorer Post Op	E	2,500	2,500	2,500
01-05-63-9007	Veh Titles/Plates	E	500	615	500
01-05-63-9009	Officer Testing	E	1,000	0	1,000
01-05-80-4000	Equip- Furniture	E	2,000	530	2,000
<b>TE010563</b>	<b>Total Other Charges</b>		<b>92,400</b>	<b>82,195</b>	<b>95,950</b>
01-05-98-1200	Transfer Out- VMF	E	193,850	150,500	171,670
TE0105636320	Total Transfer Out		<b>193,850</b>	<b>150,500</b>	<b>171,670</b>
<b>TE0105</b>	<b>Total Police Expenses</b>		<b>\$3,189,450</b>	<b>\$3,508,608</b>	<b>\$4,005,800</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>General Fund - Community &amp; Economic Development - Expenses</b>					
01-08-60-1000	Regular Salaries	E	420,500	408,000	435,000
01-08-60-1500	Part Time Wages	E	33,500	33,100	35,500
01-08-60-2000	Overtime Salaries	E	500	0	500
<b>TE010860</b>	<b>Total Personnel Services</b>		<b>454,500</b>	<b>441,100</b>	<b>471,000</b>
01-08-61-2000	Printing	E	200	150	350
01-08-61-4010	Prof Serv- Elevator Inspections	E	0	21,000	23,000
01-08-61-4161	Prof Serv- Bldg- Fire Consult Review/	E	0	15,606	59,000
01-08-61-4164	Prof Serv- Engineering Consult Review	E	0	9,642	21,000
01-08-61-5000	Legal Notices	E	300	300	350
01-08-61-5507	Data Sys- Software / Licensing	E	2,350	0	0
01-08-61-9000	Outside Services	E	0	0	65,000
01-08-61-9098	Contract Svc- Prnting & Publ	E	2,500	2,800	2,500
<b>TE010861</b>	<b>Total Contractual Services</b>		<b>5,350</b>	<b>49,498</b>	<b>171,200</b>
01-08-63-1000	Membership	E	2,500	2,400	2,400
01-08-63-1004	Memb- Visit Lake County	E	20,000	15,000	30,000
01-08-63-1005	Memb- Bus. Devel.	E	1,800	1,700	1,700
01-08-63-3000	Professional Development	E	6,500	6,500	8,200
01-08-63-4000	Publications	E	450	450	350
01-08-63-7000	Boards & Commissions	E	100	0	100
01-08-63-9000	Business Expense	E	1,000	600	800
01-08-63-9003	Economic Dev Initiatives	E	45,000	46,000	20,000
01-08-63-9004	Equipment & Clothing	E	1,500	1,500	1,700
01-08-63-9501	Economic Dev Incentives	E	510,000	497,600	500,000
<b>TE010863</b>	<b>Total Other Charges</b>		<b>588,850</b>	<b>571,750</b>	<b>565,250</b>
01-08-98-1200	Transfer Out- VMF	E	5,500	4,300	4,900
<b>TE0108636320</b>	<b>Total Transfer Out</b>		<b>5,500</b>	<b>4,300</b>	<b>4,900</b>
<b>TE0108</b>	<b>Total Comm &amp; Eco Development Exp</b>		<b>\$1,054,200</b>	<b>\$1,066,648</b>	<b>\$1,212,350</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>General Fund - Insurance &amp; Common - Expenses</b>					
01-12-61-1000	Telephone	E	4,800	3,500	5,580
01-12-61-1002	Telephone- Cellular	E	8,860	8,900	10,600
01-12-61-1004	Telephone- Pay Phone	E	1,080	1,080	1,080
01-12-61-1010	Telephone- Maint	E	5,940	5,985	2,600
01-12-61-2002	Print- Budget, Forms, Misc	E	1,170	1,100	1,170
01-12-61-2004	Print- Letterhead Supplies	E	4,950	4,400	4,950
01-12-61-2006	Print- Newsletter	E	10,800	9,200	10,800
01-12-61-3501	Eq Maint- Post Meter Rent	E	1,500	1,500	1,500
01-12-61-4000	Prof Serv- Video Services	E	6,200	5,700	6,200
01-12-61-4004	Prof Serv: Flex Administration	E	0	0	2,400
01-12-61-4013	Prof Serv- Legal Services	E	77,600	71,000	68,000
01-12-61-4016	Prof Serv- Med.Svc/Drug Testing	E	5,000	2,500	5,000
01-12-61-4033	Prof Serv- Strategic Planning	E	12,000	0	12,000
01-12-61-5503	Data Sys- Internet Connection	E	6,750	7,650	7,300
01-12-61-5507	Data Sys- Software / Licensing	E	13,960	13,500	18,230
01-12-61-5509	Data Sys- Training	E	1,800	500	0
01-12-61-6000	Postage	E	7,000	7,500	8,000
01-12-61-7000	Duplicating	E	1,810	2,025	3,060
01-12-61-7001	Duplicating- Lease Copiers	E	10,650	5,950	5,580
01-12-61-8701	Medical Premiums- Health	E	611,800	557,000	620,400
01-12-61-8702	Medical Premiums- Dental	E	59,600	60,560	61,600
01-12-61-8703	Medical Premiums- Life	E	6,700	12,400	13,000
01-12-61-8800	Property/Liability Ins	E	76,330	76,330	81,980
01-12-61-8801	Workers Comp	E	118,950	129,589	113,750
01-12-61-8802	High Excess Liability Pool	E	15,020	16,810	21,850
01-12-61-8803	HELP- Beach Endorsement	E	5,270	4,875	6,850
01-12-61-8804	National Flood Insurance	E	1,520	1,390	1,520
01-12-61-9022	Contract Svc- GIS Services	E	57,520	55,000	57,520
01-12-61-9029	Cont Svc- IT Consult/Sys Mon	E	56,730	56,730	56,730
01-12-61-9109	Contract Svc- Records Mgt	E	4,500	160	0
01-12-61-9114	Cont Svc- Emerg. Not. Sys.	E	5,940	5,940	5,940
01-12-61-9115	Cust Serv/Serv Mang Sys	E	4,590	5,076	0
01-12-61-9118	Cust Serv- Website Consult	E	1,800	900	1,800
01-12-61-9130	Cont Svc- Payroll Processing	E	12,500	12,000	12,000
01-12-61-9140	Cont Svc- Downtown Maint	E	54,600	51,700	54,600
01-12-64-2000	Office Equipment	E	8,100	3,000	5,000
<b>TE011261</b>	<b>Total Contractual Services</b>		<b>1,283,340</b>	<b>1,201,450</b>	<b>1,288,590</b>
01-12-62-1000	Office Supplies	E	15,840	13,000	15,840
<b>TE011262</b>	<b>Total Personnel Services</b>		<b>15,840</b>	<b>13,000</b>	<b>15,840</b>
01-12-63-8600	Minor Equip- IPRF Grant Project	E	11,750	11,750	16,060
01-12-63-9003	Taxpayer Refunds	E	0	0	6,400
01-12-80-3005	Misc Computer Equipment	E	88,835	17,200	70,800
<b>TE011263</b>	<b>Total Other Charges</b>		<b>100,585</b>	<b>28,950</b>	<b>93,260</b>
<b>TE0112</b>	<b>Total Insurance &amp; Common Expenses</b>		<b>1,399,765</b>	<b>1,243,400</b>	<b>1,397,690</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>General Fund - PW Administration - Expenses</b>					
01-20-60-1000	Regular Salaries	E	141,100	105,000	151,000
01-20-60-2000	Overtime Salaries	E	2,000	1,300	1,000
<b>TE012060</b>	<b>Total Personnel Services</b>		<b>143,100</b>	<b>106,300</b>	<b>152,000</b>
01-20-61-4018	Prof Serv- Miscellaneous Engineering	E	50,000	55,000	40,000
01-20-61-4019	Prof Serv- NPDES Annual Permit Fee	E	1,000	1,000	1,000
01-20-61-5000	Legal Notices	E	1,000	600	800
01-20-61-9000	Outside Services	E	5,500	3,500	4,000
<b>TE012061</b>	<b>Total Contractual Services</b>		<b>57,500</b>	<b>60,100</b>	<b>45,800</b>
01-20-63-1000	Memberships	E	2,450	2,450	2,800
01-20-63-2000	Vehicle Allowance	E	4,500	3,400	1,125
01-20-63-3000	Professional Development	E	2,500	2,500	2,500
01-20-63-9000	Business Expenses	E	1,000	1,000	500
01-20-64-2000	Office Equipment	E	1,000	500	1,000
<b>TE012063</b>	<b>Total Other Charges</b>		<b>11,450</b>	<b>9,850</b>	<b>7,925</b>
<b>TE0120</b>	<b>Total PW Administration Expenses</b>		<b>\$212,050</b>	<b>\$176,250</b>	<b>\$205,725</b>
<b>General Fund - PW Streets - Expenses</b>					
01-21-60-1000	Regular Salaries	E	396,150	381,000	406,000
01-21-60-1500	Part Time Wages	E	8,000	14,500	8,000
01-21-60-2000	Overtime Salaries	E	12,000	18,000	12,000
01-21-60-2100	Overtime Salaries- Snowplowing	E	37,000	35,000	37,000
<b>TE012160</b>	<b>Total Personnel Services</b>		<b>453,150</b>	<b>448,500</b>	<b>463,000</b>
01-21-61-3000	Equipment Maintenance	E	1,000	400	500
01-21-61-8500	Electric Utilities	E	15,000	15,000	15,000
01-21-61-9006	Contract Svc- Compost Disp	E	55,000	55,000	58,000
01-21-61-9014	Contract Svc- Equip Rental	E	1,000	0	500
01-21-61-9034	Contract Svc- Misc Disposal	E	10,000	10,000	10,000
01-21-61-9036	Contract Svc- Mosquito Abate	E	68,200	68,200	68,200
01-21-61-9042	Contract Svc- Pkway Restor	E	0	0	3,000
01-21-61-9044	Contract Svc- Crack Sealing	E	7,500	0	12,000
01-21-61-9045	Contract Svc- Pavemnt Mgt Sys	E	1,400	0	0
01-21-61-9046	Contract Svc- Pavemnt Mkgs	E	5,000	2,000	3,000
01-21-61-9060	Contract Svc- Strm Sewer Clean	E	4,000	0	4,000
01-21-61-9061	Contract Svc- Strm Sewer Telev	E	15,000	12,000	15,000
01-21-61-9062	Contract Svc- St Light Repairs	E	2,000	1,000	2,000
01-21-61-9063	Contract Svc- St Repairs	E	7,000	7,240	7,000
01-21-61-9064	Contract Svc- St Sweeping	E	26,000	26,000	28,000
01-21-61-9066	Contract Svc- Signal Maint	E	30,000	27,000	30,000
01-21-61-9067	Brick Paver Maint	E	3,000	3,000	5,000
01-21-61-9068	Concrete	E	7,800	9,800	8,000
01-21-61-9070	Pavement Patching	E	36,000	39,000	36,000
01-21-61-9119	Cont Serv- Catch Basin Cleaning	E	5,000	5,000	5,000
01-21-61-9120	Cont Serv- Misc Storm Sewer Repair	E	20,000	17,000	27,000
01-21-61-9121	Cont Serv- Snow/Ice Control- S. Villag	E	0	0	7,700
<b>TE012161</b>	<b>Total Contractual Services</b>		<b>319,900</b>	<b>297,640</b>	<b>344,900</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
01-21-62-2500	Maint Mat- Yard Waste Refuse Sticke	E	1,500	1,000	1,500
01-21-62-3020	Maint Mat- Leaf Bags	E	3,000	3,300	0
01-21-62-3028	Maint Mat- Pavmnt Marking Mat	E	600	600	600
01-21-62-3039	Maint Mat- St Light Accessories	E	2,400	2,000	2,400
01-21-62-3040	Maint Mat- St Maint Equip	E	900	900	900
01-21-62-3041	Maint Mat- St Sign Materials	E	6,000	7,000	6,000
01-21-62-3042	Maint Mat- Misc	E	900	900	1,000
01-21-62-3111	R&R- Parkway Restoration	E	2,000	3,000	3,000
01-21-62-3115	R&R- Road Repair	E	3,500	2,500	2,500
01-21-62-3116	R&R- Storm Sewer	E	3,000	4,000	4,000
01-21-62-3117	R&R- Streetscape Restor Mat	E	3,300	3,500	3,500
01-21-62-3502	Const Mat- Concrete	E	400	400	400
01-21-62-3504	Const Mat- Gravel & Sand	E	2,500	3,500	3,000
01-21-62-3507	Const Mat- Lumber & Steel	E	400	500	500
01-21-62-3510	Const Mat- Storm Sewer	E	1,500	500	1,000
01-21-62-3511	Const Mat- Traffic Safety	E	500	600	6,000
01-21-62-4001	Snow/Ice- Anti-Icing Sys Maint	E	1,500	2,000	2,000
01-21-62-4002	Snow/Ice- Rock Salt	E	50,000	40,000	50,000
01-21-62-4003	Snow/Ice- Liquid De-Icing	E	16,000	10,000	16,000
01-21-62-4005	Snow/Ice- Plow Cutting Edges	E	5,100	5,100	5,100
<b>TE012162</b>	<b>Total Commodities</b>		<b>105,000</b>	<b>91,300</b>	<b>109,400</b>
01-21-63-1000	Memberships	E	0	0	0
01-21-63-2000	Vehicle Allowance	E	1,125	1,125	1,125
01-21-63-3000	Professional Development	E	3,500	3,000	3,500
01-21-63-6000	Uniforms	E	3,300	2,500	3,300
01-21-63-8600	Minor Equipment	E	2,000	1,500	2,000
01-21-63-9000	Business Expenses	E	600	500	600
01-21-63-9500	Recycle SWALCO	E	10,000	3,125	5,000
<b>TE012163</b>	<b>Total Other Charges</b>		<b>20,525</b>	<b>11,750</b>	<b>15,525</b>
01-21-98-1200	Transfer Out- VMF	E	166,100	129,000	147,100
<b>TE0121636320</b>	<b>Total Transfer Out</b>		<b>166,100</b>	<b>129,000</b>	<b>147,100</b>
<b>TE0121</b>	<b>Total PW Streets Expenses</b>		<b>\$1,064,675</b>	<b>\$978,190</b>	<b>\$1,079,925</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>General Fund - PW Parks &amp; Open Spaces- Expenses</b>					
01-22-60-1000	Regular Salaries	E	396,150	381,000	406,000
01-22-60-1500	Part Time Wages	E	79,700	74,000	79,700
01-22-60-2000	Overtime Salaries	E	31,000	30,200	31,000
<b>TE012260</b>	<b>Total Personnel Services</b>		<b>506,850</b>	<b>485,200</b>	<b>516,700</b>
01-22-61-3000	Equipment Maintenance	E	2,500	500	1,000
01-22-61-4023	Prof Serv- Special Rec Dist	E	71,400	71,400	71,400
01-22-61-8000	Gas Utilities	E	3,000	3,000	3,000
01-22-61-8500	Electric Utilities	E	25,000	31,000	31,500
01-22-61-9002	Contract Svc- Athletic Field Maint	E	10,000	11,000	12,000
01-22-61-9003	Contract Svc- Brick Paver Maint	E	5,000	4,300	5,000
01-22-61-9008	Contract Svc- Custodial Parks	E	0	0	2,000
01-22-61-9014	Contract Svc- Equip Rental	E	2,000	1,300	1,000
01-22-61-9017	Contract Svc- Fertilization	E	7,000	7,000	7,000
01-22-61-9034	Contract Svc- Misc Disposal	E	3,000	5,000	5,000
01-22-61-9041	Contract Svc- Pk Irrigation	E	10,000	12,000	12,000
01-22-61-9073	Lighting Controller Services	E	2,000	2,125	2,500
01-22-61-9075	Park Lighting Maint	E	3,000	1,200	2,000
01-22-61-9050	Contract Svc- Plygrnd Surface	E	6,000	4,400	6,000
01-22-61-9056	Contract Svc- Tree Pruning	E	15,000	17,000	20,000
01-22-61-9059	Contract Svc- Sport Ct Maint	E	18,000	6,800	20,000
01-22-61-9079	Hiking, Rec Trail Maint	E	12,000	12,000	12,000
01-22-61-9080	Natural Area Maint	E	50,000	50,000	50,000
01-22-61-9081	EAB Treatments	E	9,000	6,000	7,000
01-22-61-9082	Pest Control	E	1,000	0	500
01-22-61-9088	Tree Plantings	E	50,000	50,000	50,000
01-22-61-9089	Tree Removal- Emerg, Haz, Diseasec	E	100,000	100,000	100,000
01-22-61-9091	Wildlife Maint	E	9,000	300	3,000
01-22-61-9160	Lndscp Maint- Corridor Mowing	E	36,000	36,000	23,000
01-22-61-9161	Lndscp Maint- Cul-de-sac	E	18,200	18,200	15,000
01-22-61-9162	Lndscp Maint- Park & Str Bed	E	88,700	88,700	108,000
01-22-61-9163	Lndscp Maint - VH, S Village Green, T	E	17,200	17,200	22,300
01-22-61-9200	Special Events: Boo Bash	E	2,500	2,500	4,000
01-22-61-9205	Special Events: Fireworks	E	30,000	30,000	30,000
01-22-61-9210	Special Events: Winter	E	2,500	2,500	5,000
01-22-61-9215	Special Events: Red,White & Boom	E	25,000	25,000	25,000
01-22-61-9220	Special Events: Taste of Lincolnshire	E	30,000	26,000	30,000
<b>TE012261</b>	<b>Total Contractual Services</b>		<b>664,000</b>	<b>642,425</b>	<b>686,200</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
01-22-62-2000	Licensing Supplies- beach tags	E	400	400	400
01-22-62-3011	Maint Mat- Fertilizer/Nutrients	E	6,000	6,500	6,000
01-22-62-3014	Maint Mat- Seed & Top Soil	E	6,000	5,000	5,000
01-22-62-3018	Maint Mat- Janitorial Supplies	E	1,000	1,000	1,000
01-22-62-3021	Maint Mat- Lighting Products	E	2,500	2,500	2,500
01-22-62-3023	Maint Mat- Mulch	E	1,500	600	1,000
01-22-62-3026	Maint Mat- Paint & Sup	E	4,000	2,500	3,000
01-22-62-3038	Maint Mat- Spec Events	E	1,000	1,000	1,000
01-22-62-3043	Maint Mat- Tennis Crt	E	4,000	2,200	3,000
01-22-62-3049	Maint Mat- Athletic Fields	E	12,000	15,000	17,000
01-22-62-3055	Maint Mat- Herbicide	E	3,000	2,500	3,000
01-22-62-3056	Maint Mat- Plantings	E	3,500	3,500	3,500
01-22-62-3101	R&R- Landscape Amenities	E	2,000	1,500	2,000
01-22-62-3113	R&R- Playground	E	1,200	1,000	1,200
01-22-62-3501	Const Mat- Parks	E	5,000	5,000	5,000
01-22-62-3506	Const Mat- Streets	E	2,500	2,525	0
<b>TE012262</b>	<b>Total Commodities</b>		<b>55,600</b>	<b>52,725</b>	<b>54,600</b>
01-22-63-1000	Memberships	E	1,700	1,200	1,500
01-22-63-2000	Vehicle Allowance	E	1,125	1,125	1,125
01-22-63-3000	Professional Development	E	2,500	2,500	2,500
01-22-63-4000	Publications	E	100	100	100
01-22-63-6000	Uniforms	E	4,800	3,700	4,000
01-22-63-8600	Minor Equipment	E	2,400	2,400	2,500
01-22-63-9000	Business Expenses	E	2,400	1,200	1,500
01-22-86-5901	Infr- Bike Path Repairs- Various Locat	E	10,000	2,500	10,000
<b>TE012263</b>	<b>Total Other Charges</b>		<b>25,025</b>	<b>14,725</b>	<b>23,225</b>
01-22-98-1200	Transfer Out- VMF	E	127,400	98,900	112,800
<b>TE0122636320</b>	<b>Total Transfer Out</b>		<b>127,400</b>	<b>98,900</b>	<b>112,800</b>
<b>TE0122</b>	<b>Total PW Parks &amp; Open Spaces Exp</b>		<b>\$1,378,875</b>	<b>\$1,293,975</b>	<b>\$1,393,525</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>General Fund - Buildings - Expenses</b>					
01-25-60-1000	Regular Salaries	E	0	0	0
01-25-60-2000	Overtime Salaries	E	0	0	0
<b>TE012560</b>	<b>Total Personnel Services</b>		<b>-</b>	<b>-</b>	<b>-</b>
01-25-61-3000	Equipment Maintenance	E	1,000	800	1,000
01-25-61-9007	Contract Svc- Custodial PW	E	5,600	5,600	10,000
01-25-61-9008	Contract Svc- Custodial VH	E	26,000	24,000	27,000
01-25-61-9019	Contract Svc- Fire Prot Serv	E	14,500	10,000	12,500
01-25-61-9023	Contract Svc- HVAC & Elect Mnt	E	19,000	16,000	19,000
01-25-61-9039	Contract Svc- Door Maint	E	7,500	11,500	10,000
01-25-61-9047	Contract Svc- Pest Control	E	2,500	2,500	2,500
01-25-61-9051	Contract Svc- Pond & Swale Mnt	E	7,500	7,500	7,500
01-25-61-9093	Custodial Contract- Spring Lk Prk	E	1,100	1,100	0
01-25-61-9095	Contract Svc- Building Misc	E	2,000	2,500	2,500
01-25-61-9096	Contract Svc- Electrical	E	7,500	4,500	5,500
01-25-61-9097	Contract Svc- Plumbing	E	5,000	9,190	5,000
01-25-61-9200	Contract Svc- VH Fitness Rm Maint	E	1,000	500	1,000
01-25-61-9201	Contract Svc- VH HVAC Assessment	E	7,000	0	4,000
01-25-61-9203	Contract Svc- Elevator Inspect	E	3,000	4,000	3,000
<b>TE012561</b>	<b>Total Contractual Services</b>		<b>110,200</b>	<b>99,690</b>	<b>110,500</b>
01-25-62-3002	Maint Mat- Bldg Commodities	E	1,000	1,000	2,500
01-25-62-3018	Maint Mat- Janitorial Sup	E	3,500	1,200	2,500
01-25-62-3021	Maint Mat- Lighting Products	E	3,000	2,000	2,500
01-25-62-3027	Maint Mat- Paper Goods	E	9,400	7,000	8,000
01-25-62-3034	Maint Mat- Safety Supplies	E	700	400	500
01-25-62-3118	R&R- Supplies	E	1,600	1,300	1,500
01-25-62-3512	Const Mat- Supplies	E	2,900	1,500	2,000
<b>TE012562</b>	<b>Total Commodities</b>		<b>22,100</b>	<b>14,400</b>	<b>19,500</b>
01-25-63-8600	Minor Equipment	E	3,500	3,500	2,500
01-25-63-9000	Business Expenses	E	2,100	2,000	2,000
<b>TE012563</b>	<b>Total Other Charges</b>		<b>5,600</b>	<b>5,500</b>	<b>4,500</b>
01-25-98-1200	Transfer Out- VMF	E	5,500	4,300	4,900
<b>TE0125636320</b>	<b>Total Transfer Out</b>		<b>5,500</b>	<b>4,300</b>	<b>4,900</b>
<b>TE0125</b>	<b>Total PW Buildings Expenses</b>		<b>\$143,400</b>	<b>\$123,890</b>	<b>\$139,400</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>General Fund - Debt &amp; Transfers - Expenses</b>					
01-26-64-7101	Loan Payments	E	481,582	481,582	481,582
<b>TE0126646471</b>	<b>Total Loan Payments</b>		<b>481,582</b>	<b>481,582</b>	<b>481,582</b>
01-26-98-0200	Transfer Out- WS Operations	E	281,000	0	0
01-26-98-0700	Transfer Out- WS Improv: Debt	E	187,300	187,300	0
01-26-99-0700	Transfer Out- WS Imp: Cap Proj	E	529,000	810,000	0
01-26-98-5100	Transfer Out- General Cap	E	393,923	1,315,113	2,538,636
<b>TE012699</b>	<b>Total Transfers</b>		<b>1,391,223</b>	<b>2,312,413</b>	<b>2,538,636</b>
<b>TE0126</b>	<b>Total Debt &amp; Transfers Expenses</b>		<b>1,872,805</b>	<b>2,793,995</b>	<b>3,020,218</b>
<b>REVENUE OVER EXPENSES</b>			<b>\$1,500</b>	<b>(\$40,936)</b>	<b>(\$1,288,328)</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>Water &amp; Sewer Operations Fund - Revenues</b>					
02-00-75-4180	Water User Fees	R	1,895,380	1,810,000	1,930,000
02-00-75-4181	Sewer User Fees	R	2,012,620	1,930,000	2,570,000
02-00-75-4189	New Water Meter	R	0	0	5,000
<b>TR020075</b>	<b>Total User Fees</b>		<b>3,908,000</b>	<b>3,740,000</b>	<b>4,505,000</b>
<hr/>					
02-00-90-4410	Sale Of Surplus Property	R	0	0	0
02-00-90-4430	Other Income	R	6,000	6,800	6,000
<b>TR020090</b>	<b>Total Miscellaneous Revenue</b>		<b>6,000</b>	<b>6,800</b>	<b>6,000</b>
<hr/>					
02-00-95-4510	Interest Income	R	2,500	1,700	1,500
<b>TR020095</b>	<b>Total Other Revenue</b>		<b>2,500</b>	<b>1,700</b>	<b>1,500</b>
<hr/>					
02-00-98-0126	Transfer In- General Fund	R	281,000	0	0
<b>TR020098</b>	<b>Transfer In</b>		<b>281,000</b>	<b>-</b>	<b>-</b>
<hr/>					
<b>Total Water &amp; Sewer Operations Fund Revenues</b>			<b>4,197,500</b>	<b>3,748,500</b>	<b>4,512,500</b>

**W&S Operations Fund - W/S Administration - Expenses**

02-01-60-1000	Regular Salaries	E	180,000	167,000	188,000
02-01-60-1500	Part Time Wages	E	11,750	10,000	12,200
02-01-60-2000	Overtime Salaries	E	1,500	700	1,200
<b>TE020160</b>	<b>Total Personnel Services</b>		<b>193,250</b>	<b>177,700</b>	<b>201,400</b>

02-01-61-1000	Telephone	E	11,200	8,100	13,020
02-01-61-1002	Telephone- Cellular	E	4,530	6,500	8,300
02-01-61-1003	Telephone- SCADA	E	1,200	1,200	1,200
02-01-61-1004	Telephone- Pay Phone	E	120	120	120
02-01-61-1010	Telephone- Maint	E	660	670	285
02-01-61-2002	Print- Budget, Forms, Misc	E	130	110	130
02-01-61-2004	Print- Letterhead Supplies	E	550	450	550
02-01-61-2006	Print- Newsletter	E	1,200	1,200	1,200
02-01-61-2200	Print- Utility Bill	E	6,500	8,000	10,000
02-01-61-4003	Prof Serv- Audit	E	9,900	9,900	10,540
02-01-61-4013	Prof Serv- Legal Services	E	19,400	19,400	19,400
02-01-61-5503	Data Sys- Internet Connection	E	750	860	855
02-01-61-5505	Data Sys- Maint / Repair	E	0	0	0
02-01-61-5507	Data Sys- Software/Licensing	E	1,550	1,350	2,030
02-01-61-5508	Data Sys- Public Services	E	0	0	0
02-01-61-5509	Data Sys- Training	E	200	0	200
02-01-61-5510	Data Sys- Backup	E	0	0	0
02-01-61-6000	Postage	E	7,000	7,500	8,000
02-01-61-7000	Duplicating	E	200	230	340
02-01-61-7001	Duplicating- Lease Copiers	E	1,180	660	620
02-01-61-8701	Medical Premiums- Health	E	93,300	84,600	94,700
02-01-61-8702	Medical Premiums- Dental	E	9,100	9,240	9,400
02-01-61-8703	Medical Premiums- Life	E	1,000	1,800	2,000
02-01-61-8800	Property/Liability Ins	E	34,060	34,060	36,580
02-01-61-8801	Workers Comp	E	53,070	57,830	50,750

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
02-01-61-8802	High Excess Liability Pool	E	6,700	7,500	9,750
02-01-61-8803	HELP- Beach Endorsement	E	2,350	2,180	3,060
02-01-61-8804	National Flood Insurance	E	680	630	680
02-01-61-9001	Contract Svc- Payment Processing	E	15,500	5,000	15,500
02-01-61-9022	Contract Svc- GIS Services	E	6,390	6,600	6,390
02-01-61-9029	Cont Svc- IT Consult/Sys Mon	E	6,300	6,300	6,300
02-01-61-9109	Contract Svc- Records Mgt	E	500	0	0
02-01-61-9114	Cont Svc- Emerg. Not. Sys.	E	660	660	660
02-01-61-9115	Cust Serv/Serv Mang Sys	E	510	670	0
02-01-61-9118	Cust Serv- Website Consult	E	200	90	200
<b>TE020161</b>	<b>Total Contractual Services</b>		<b>296,590</b>	<b>283,410</b>	<b>312,760</b>
02-01-62-1000	Office Supplies	E	1,760	1,400	1,760
<b>TE020162</b>	<b>Total Commodities</b>		<b>1,760</b>	<b>1,400</b>	<b>1,760</b>
02-01-63-1000	Memberships	E	0	0	0
02-01-63-2000	Vehicle Allowance	E	3,450	3,450	2,325
02-01-63-3000	Professional Development	E	0	0	0
02-01-70-9200	FICA Expense	E	46,400	46,400	47,440
<b>TE020163</b>	<b>Total Other Charges</b>		<b>49,850</b>	<b>49,850</b>	<b>49,765</b>
02-01-98-0600	Transfer Out- Retire Fund	E	94,250	94,250	96,320
02-01-98-0700	Transfer Out- WS Improv	E	0	0	453,345
<b>TE0201980600</b>	<b>Total Transfer Out- Retire</b>		<b>94,250</b>	<b>94,250</b>	<b>549,665</b>
<b>TE0201</b>	<b>Total W/S Administration Expenses</b>		<b>\$635,700</b>	<b>\$606,610</b>	<b>\$1,115,350</b>
<b>W&amp;S Operations Fund - PW Operating - Expenses</b>					
02-02-60-1000	Regular Salaries	E	388,900	354,000	393,000
02-02-60-1500	Part Time Wages	E	0	0	0
02-02-60-2000	Overtime Salaries	E	40,000	37,000	40,000
<b>TE020260</b>	<b>Total Personnel Services</b>		<b>428,900</b>	<b>391,000</b>	<b>433,000</b>
02-02-61-3007	Eq Maint- Rep. Resvoir/Lift St	E	35,000	20,000	25,000
02-02-61-3006	Eq Maint- Emerg. Air Packs	E	500	500	500
02-02-61-3701	Veh Maint- Truck Rehab	E	2,500	0	0
02-02-61-4009	Prof Svcs - Miscellaneous	E	15,500	4,000	10,000
02-02-61-8000	Gas Utilities	E	4,500	4,100	4,500
02-02-61-8500	Electric Utilities	E	89,000	81,000	84,000
02-02-61-9013	Contract Svc- Emerg Rep & Rest	E	32,500	57,000	40,000
02-02-61-9024	Contract Svc- Water Testing	E	3,600	3,200	3,600
02-02-61-9026	Contract Svc- Inst. Calib.	E	400	0	400
02-02-61-9028	Contract Svc- JULIE	E	3,300	3,120	3,900
02-02-61-9030	Contract Svc- Large Metr Test	E	3,100	1,000	1,500
02-02-61-9101	Generator Maint	E	12,500	12,000	12,500
02-02-61-9102	Hydrant Painting	E	11,500	11,500	11,500
02-02-61-9103	Lift Station Maint	E	1,300	1,300	1,300
02-02-61-9104	Root Cutting & Televising	E	53,000	40,000	45,000
02-02-61-9105	Sanitary Sewer Emerg Repairs	E	20,000	0	20,000
02-02-61-9106	SCADA System Maint	E	7,000	6,000	7,000
02-02-61-9107	Valve Repair/ Replace	E	27,000	25,000	27,000

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
02-02-61-9108	Valve Maint. - Reservoir	E	3,600	5,000	3,600
02-02-61-9110	Remote Read Center Maint	E	2,300	2,500	2,500
02-02-61-9117	Contract Svc- Valve Turning	E	12,400	12,000	12,400
02-02-61-9500	Water Purchase	E	1,190,000	1,141,250	1,230,000
02-02-61-9600	Sanitary Sewer Charge	E	1,475,000	1,350,000	1,300,000
02-02-61-9700	Sewer Transmission Fee	E	8,000	7,800	8,000
<b>TE020261</b>	<b>Total Contractual Services</b>		<b>3,013,500</b>	<b>2,788,270</b>	<b>2,854,200</b>
02-02-62-3034	Maint Mat- Safety Supplies	E	500	500	500
02-02-62-3050	Maint Mat- Chlorine/Comp Gas & Det Sol	E	2,000	1,900	2,000
02-02-62-3053	Maint Mat- Gravel	E	2,000	4,500	4,500
02-02-62-3068	Maint Mat- Hydrant Parts & Access	E	3,000	2,000	3,000
02-02-62-3057	Maint Mat- JULIE Marking	E	1,200	1,000	1,200
02-02-62-3058	Maint Mat- Lift Station Cleaning	E	1,200	1,000	1,200
02-02-62-3059	Maint Mat- Meter Pit Repair Parts/ Bbox F	E	1,000	500	1,000
02-02-62-3060	Maint Mat- Misc, Hardware, Paint, Paper	E	2,200	1,500	2,000
02-02-62-3062	Maint Mat- Repair Clamps & Fittings	E	5,000	4,000	5,000
02-02-62-3063	Maint Mat- Stand-by Generator	E	500	0	500
02-02-62-3064	Maint Mat- Valve Keys and Small Tools	E	750	500	750
02-02-62-3065	Maint Mat- Valve Repair	E	500	0	500
02-02-62-3600	Water Meters	E	4,500	8,500	5,000
<b>TE020262</b>	<b>Total Commodities</b>		<b>24,350</b>	<b>25,900</b>	<b>27,150</b>
02-02-63-1000	Memberships	E	600	600	600
02-02-63-3000	Professional Development	E	500	400	500
02-02-63-6000	Uniforms	E	2,500	2,200	2,500
02-02-63-8600	Minor Equipment	E	1,300	500	1,200
02-02-81-5003	Hydrant Replacement	E	27,000	27,000	27,000
02-02-63-9000	Business Expenses	E	2,000	1,600	2,000
<b>TE020263</b>	<b>Total Other Charges</b>		<b>33,900</b>	<b>32,300</b>	<b>33,800</b>
02-02-98-1200	Transfer Out- VMF	E	55,400	43,000	49,000
<b>TE020264</b>	<b>Total Capital Outlay</b>		<b>55,400</b>	<b>43,000</b>	<b>49,000</b>
<b>TE0202</b>	<b>Total PW Operating Expenses</b>		<b>\$3,556,050</b>	<b>\$3,280,470</b>	<b>\$3,397,150</b>
<b>REVENUE OVER EXPENSES</b>			<b>\$5,750</b>	<b>(\$138,580)</b>	<b>\$0</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>MFT Fund - Revenues</b>					
03-00-85-4330	Allotments	R	182,000	161,000	173,000
03-00-85-4331	Allotments- IL Jobs Now		0	0	0
<b>TR030085</b>	<b>Total Allotments &amp; Grants</b>		<b>182,000</b>	<b>161,000</b>	<b>173,000</b>
<hr/>					
03-00-95-4510	Interest Income	R	200	350	200
<b>TR030095</b>	<b>Total Other Revenue</b>		<b>200</b>	<b>350</b>	<b>200</b>
<hr/>					
<b>Total MFT Fund Revenues</b>			<b>182,200</b>	<b>161,350</b>	<b>173,200</b>
<hr/>					
<b>MFT Fund - Expenses</b>					
03-01-88-5009	Infra- Road Resurfacing	E	175,000	175,000	175,000
<b>TE0301</b>	<b>Total MFT Fund Expenses</b>		<b>175,000</b>	<b>175,000</b>	<b>175,000</b>
<hr/>					
<b>REVENUE OVER EXPENSES</b>			<b>7,200</b>	<b>(13,650)</b>	<b>(1,800)</b>
<hr/>					

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>Police Pension Fund- Revenue</b>					
05-00-70-4070	Property Tax	R	623,300	623,300	833,550
<b>TR050070</b>	<b>Total Taxes</b>		<b>623,300</b>	<b>623,300</b>	<b>833,550</b>
05-00-90-4425	Employee Contributions	R	213,600	204,000	216,700
<b>TR050090</b>	<b>Total Employee Contributions</b>		<b>213,600</b>	<b>204,000</b>	<b>216,700</b>
05-00-95-4510	Investment Income	R	375,000	-300,000	105,450
<b>TR050095</b>	<b>Total Other Income</b>		<b>375,000</b>	<b>(300,000)</b>	<b>105,450</b>
05-00-98-0126	Transfer In- General Fund	R	0	0	0
<b>TR050098</b>	<b>Total Other Income</b>		<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Police Pension Revenue</b>			<b>1,211,900</b>	<b>527,300</b>	<b>1,155,700</b>
<b>Police Pension Fund- Expenses</b>					
05-01-61-4001	Prof Serv- Actuary	E	3,000	6,250	3,000
05-01-61-4005	Prof Serv- Bookeeping	E	11,000	10,000	11,000
05-01-61-4007	Prof Serv- IDOI	E	3,600	3,850	3,600
05-01-61-4013	Prof Serv- Legal Fees	E	4,000	3,500	4,000
05-01-61-4017	Prof Serv- Medical Exams	E	2,000	1,500	2,000
05-01-61-4030	Contract Svc- Banking charges	E	1,000	500	1,000
05-01-61-4031	Contract Svc- Invst Adv & Misc	E	80,000	79,000	80,000
05-01-61-4032	Contract Svc- Fiduciary Ins	E	3,000	2,900	3,000
<b>TE050161</b>	<b>Total Contractual</b>		<b>107,600</b>	<b>107,500</b>	<b>107,600</b>
05-01-63-1000	Memberships- IPPFA	E	1,000	1,500	1,500
05-01-63-3000	Professional Development	E	8,000	7,800	8,000
<b>TE050163</b>	<b>Total Other Charges</b>		<b>9,000</b>	<b>9,300</b>	<b>9,500</b>
05-01-70-9510	Retirement & Reserves	E	1,095,300	972,000	1,038,600
05-01-70-9530	Refund / Transfer Contributions	E	0	0	0
<b>TE050170</b>	<b>Total Pension Benefits</b>		<b>1,095,300</b>	<b>972,000</b>	<b>1,038,600</b>
<b>TE0501</b>	<b>Total Police Pension Expenses</b>		<b>1,211,900</b>	<b>1,088,800</b>	<b>1,155,700</b>
<b>REVENUE OVER EXPENSES</b>			<b>-</b>	<b>(561,500)</b>	<b>-</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>Retirement Fund - Revenues</b>					
06-00-70-4070	Property Tax- IMRF	R	581,800	519,000	368,000
06-00-70-4071	Property Tax- FICA	R	217,180	216,003	223,950
<b>TR060070</b>	<b>Total Taxes Revenue</b>		<b>798,980</b>	<b>735,003</b>	<b>591,950</b>
<hr/>					
06-00-95-4510	Interest Income	R	155	450	400
<b>TR060095</b>	<b>Total Other Revenue</b>		<b>155</b>	<b>450</b>	<b>400</b>
<hr/>					
06-00-98-0201	Transfer In- WS Oper Fund	R	94,250	94,250	96,320
06-00-98-1200	Transfer In- VMF	R	24,420	24,420	22,360
<b>TR06009545</b>	<b>Total Transfers In</b>		<b>118,670</b>	<b>118,670</b>	<b>118,680</b>
<hr/>					
<b>Total IMRF Fund Revenues</b>			<b>917,805</b>	<b>854,123</b>	<b>711,030</b>
<hr/>					
<b>Retirement Fund - Expenses</b>					
06-01-61-4004	Prof Serv: Flex Administration	E	2,400	2,400	0
06-01-63-9003	Taxpayer Refunds	E	6,400	6,400	0
<b>TE060163</b>	<b>Total Other Charges</b>		<b>8,800</b>	<b>8,800</b>	<b>-</b>
<hr/>					
06-01-70-9101	IMRF	E	689,105	619,553	487,078
06-01-70-9200	FICA Expense	E	219,900	219,900	223,952
<b>TE060170</b>	<b>Total Pension Benefits</b>		<b>909,005</b>	<b>839,453</b>	<b>711,030</b>
<hr/>					
<b>TE0601</b>	<b>Total IMRF Expenses</b>		<b>917,805</b>	<b>848,253</b>	<b>711,030</b>
<hr/>					
<b>REVENUE OVER EXPENSES</b>			<b>-</b>	<b>5,870</b>	<b>-</b>
<hr/>					

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>Water &amp; Sewer Improvements- Revenue</b>					
07-00-75-4186	Connection Fees	R	280,000	50,000	100,000
<b>TR070075</b>	<b>Total Licenses &amp; Fees Revenue</b>		<b>280,000</b>	<b>50,000</b>	<b>100,000</b>
07-00-90-4430	Other Income	R	0	0	0
07-00-95-4510	Interest Income	R	2,000	2,400	2,000
<b>TR070095</b>	<b>Total Other Revenue</b>		<b>2,000</b>	<b>2,400</b>	<b>2,000</b>
07-00-98-0126	Transfer In- General Fund	R	716,300	997,300	0
07-00-98-0200	Transfer In- WS Oper Fund	R	0	0	453,345
<b>TR070095xferin</b>	<b>Total Transfers In</b>		<b>716,300</b>	<b>997,300</b>	<b>453,345</b>
<b>Total W&amp;S Improvement Revenues</b>			<b>998,300</b>	<b>1,049,700</b>	<b>555,345</b>
<b>Water &amp; Sewer Improvements- Expenses</b>					
07-01-61-9122	Cont Serv- Reservoir Clean & Inspect	E	0	0	20,000
07-01-80-2103	Shake Roof Replace VH	E	81,000	85,740	0
07-01-80-9900	Loan Payments	E	187,300	187,300	187,300
07-01-81-5001	Automated Meter Reading System	E	173,000	170,000	360,000
07-01-81-5008	Hydraulic Water Model	E	10,000	0	0
07-01-81-5020	Westwood/30 Riverwoods Watermain Rej	E	1,125,000	1,100,000	0
07-01-81-5021	Westwood/30 Riverwoods Watermain Rej	E	75,000	74,230	0
07-01-81-5022	Jamestown Loop Water Phase I,II,III & Cc	E	0	0	149,000
07-01-81-5023	Pembroke Watermain Replace Design & I	E	0	0	58,000
07-01-81-7236	One Ton Utility Truck (236)	E	78,000	70,000	0
07-01-81-7241	One Ton Utility Truck (241)	E	0	0	70,000
07-01-81-9001	Software- Utility Billing	E	31,500	31,500	0
07-01-82-5010	Miscellaneous Repairs	E	100,000	100,000	120,500
07-01-82-5101	Eng. Svcs. Sanitary Rehab.	E	40,000	40,000	27,500
07-01-82-5102	Sanitary Sewer Lining Repairs	E	0	0	79,500
07-01-82-5200	Inflow & Infiltration Study	E	56,500	30,420	50,000
<b>TE070180</b>	<b>Total W&amp;S Capital Expenses</b>		<b>1,957,300</b>	<b>1,889,190</b>	<b>1,121,800</b>
<b>REVENUE OVER EXPENSES</b>			<b>(959,000)</b>	<b>(839,490)</b>	<b>(566,455)</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>Fraud, Alcohol, Drug Fund - Revenues</b>					
11-00-80-4281	Fraud Forfeiture Revenue	R	0	2,470	0
11-00-80-4283	Alcohol Enforce Rev.	R	0	2,950	0
11-00-80-4285	Drug Forfeiture Revenue	R	0	8,700	0
<b>TR110080</b>	<b>Total Fraud, Alcohol, Drug Fund Revenue</b>		<b>-</b>	<b>14,120</b>	<b>-</b>
<b>Fraud, Alcohol, Drug Fund - Expenses</b>					
11-05-63-8100	Fraud Forfeiture Exp	E	22,180	11,500	2,120
11-05-63-8300	Alcohol Enforcement Exp.	E	37,238	120	63,350
11-05-63-8500	Drug Forfeiture Exp	E	0	0	4,597
<b>TE1105</b>	<b>Total Fraud, Alcohol, Drug Fund Expense</b>		<b>59,418</b>	<b>11,620</b>	<b>70,067</b>
<b>REVENUE OVER EXPENSES</b>			<b>(59,418)</b>	<b>2,500</b>	<b>(70,067)</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>Vehicle Maintenance Fund - Revenues</b>					
12-00-98-0100	Transfer In: General Fund	R	498,350	387,000	441,370
12-00-98-0202	Transfer In: WS Oper Fund	R	55,400	43,000	49,000
<b>TR120095</b>	<b>Total Vehicle Maint Fund Revenues</b>		<b>553,750</b>	<b>430,000</b>	<b>490,370</b>
<b>Vehicle Maintenance Fund - Expenses</b>					
12-01-60-1000	Regular Salaries	E	150,120	143,000	136,000
12-01-60-2000	Overtime Salaries	E	8,000	8,000	8,000
<b>TE120160</b>	<b>Total Personnel Services</b>		<b>158,120</b>	<b>151,000</b>	<b>144,000</b>
12-01-61-3000	Equipment Maintenance	E	1,800	200	1,500
12-01-61-3701	Veh Maint- Truck Rehab	E	22,500	20,000	20,000
12-01-61-8701	Medical Premiums- Health	E	24,100	21,800	24,400
12-01-61-8702	Medical Premiums- Dental	E	2,300	2,400	2,400
12-01-61-8703	Medical Premiums- Life	E	300	540	500
12-01-61-8800	Property/Liability Ins	E	19,100	7,050	7,570
12-01-61-8801	Workers Comp	E	10,980	11,975	10,500
12-01-61-8802	High Excess Liability Pool	E	1,390	1,550	2,020
12-01-61-8803	HELP- Beach Endorsement	E	490	450	630
12-01-61-8804	National Flood Insurance	E	140	130	140
12-01-61-9014	Contract Svc- Equip Rental	E	2,200	2,000	2,500
12-01-61-9005	Contract Svc- Car Wash	E	3,300	3,200	3,300
12-01-61-9020	Contract Svc- Dealer Repairs	E	40,000	20,000	30,000
12-01-61-9021	Contract Svc- Fuel Tank Maint.	E	5,000	7,100	5,000
12-01-61-9025	Cont Svc- Inspect & Testing	E	2,100	2,100	2,100
12-01-61-9040	Contract Svc- Painting	E	1,000	1,700	1,000
12-01-61-9043	Contract Svc- Parts Cleaning	E	1,500	1,500	1,500
12-01-61-9071	Contract Svc- Veh Incident Rep	E	10,000	7,000	10,000
<b>TE120161</b>	<b>Total Contractual Services</b>		<b>148,200</b>	<b>110,695</b>	<b>125,060</b>
12-01-62-3034	Maint Mat- Safety Supplies	E	800	800	800
12-01-62-3066	Maint Mat- Cleaning Supplies	E	1,500	1,000	1,000
12-01-62-3067	Maint Mat- Parts	E	3,600	3,500	3,500
12-01-62-5002	Gas	E	102,000	60,000	80,000
12-01-62-5003	Diesel	E	48,000	20,000	40,000
12-01-62-5004	Oil & Antifreeze	E	3,500	2,500	3,500
12-01-62-5005	Commodities	E	2,000	1,000	2,000
12-01-62-5006	Parts	E	37,800	28,000	35,000
12-01-62-5007	Tires	E	17,000	8,000	10,000
<b>TE120162</b>	<b>Total Commodities</b>		<b>216,200</b>	<b>124,800</b>	<b>175,800</b>
12-01-63-1000	Memberships	E	100	100	100
12-01-63-3000	Professional Development	E	1,500	1,500	2,000
12-01-63-4000	Publications	E	5,900	5,000	5,900
12-01-63-6000	Uniforms	E	1,600	1,600	1,600
12-01-63-8600	Minor Equipment	E	0	0	0
<b>TE120163</b>	<b>Total Other Charges</b>		<b>9,100</b>	<b>8,200</b>	<b>9,600</b>
12-01-70-9200	FICA Expense	E	12,500	11,000	11,010
<b>TE120170</b>	<b>Transfer Out- Retirement Fund</b>		<b>12,500</b>	<b>11,000</b>	<b>11,010</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
12-01-98-0600	Transfer Out- Retire Fund	E	24,420	24,420	22,360
<b>TE120198</b>	<b>Transfer Out- Retirement Fund</b>		<b>24,420</b>	<b>24,420</b>	<b>22,360</b>
<b>TE1201</b>	<b>Total Vehicle Maint Fund Expenses</b>		<b>568,540</b>	<b>430,115</b>	<b>487,830</b>
<b>REVENUE OVER EXPENSES</b>			<b>(14,790)</b>	<b>(115)</b>	<b>2,540</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>E911 Fund - Revenues</b>					
17-00-70-4076	E911 Landline Surcharge	R	177,000	240,000	250,000
17-00-70-4077	E911 Wireless Surcharge	R	123,000	129,000	125,000
<b>TR170070</b>	<b>Total Taxes Revenue</b>		<b>300,000</b>	<b>369,000</b>	<b>375,000</b>
<hr/>					
17-00-90-4430	Other Income	R	0	0	0
17-00-95-4510	Interest Income	R	200	200	200
<b>TR170095</b>	<b>Total Other Revenue</b>		<b>200</b>	<b>200</b>	<b>200</b>
<hr/>					
Total E911 Fund Revenues			<b>300,200</b>	<b>369,200</b>	<b>375,200</b>
<hr/>					
<b>E911 Fund - Expenses</b>					
17-01-61-1004	Eq Maint- 911 Tele Sys	E	11,500	10,800	11,500
17-01-61-3005	Eq Maint- CAD	E	100	1,970	2,100
17-01-61-3023	Eq Maint- Dispatch Center	E	6,000	6,000	6,200
17-01-61-4029	Prof Serv- Dispatch Services	E	282,600	282,600	291,100
17-01-63-8604	Starcom Radios	E	0	0	151,000
<b>TE1701</b>	<b>Total E911 Fund Expenses</b>		<b>300,200</b>	<b>301,370</b>	<b>461,900</b>
<hr/>					
REVENUE OVER EXPENSES			<b>-</b>	<b>67,830</b>	<b>(86,700)</b>
<hr/>					

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>Park Development - Revenue</b>					
18-00-85-4315	Park Grants	R	0	0	0
18-00-90-4420	Park Donations	R	0	19,650	236,000
18-00-90-4430	Other Income	R	0	0	0
18-00-95-4510	Interest Income	R	100	200	100
<b>TR1800</b>	<b>Total Other Income</b>		<b>100</b>	<b>19,850</b>	<b>236,100</b>
<b>Park Development - Expenses</b>					
18-01-98-0100	Transfer to General Fund	E	0	0	0
18-01-86-9901	Misc Park Improvements	E	30,000	30,000	188,500
<b>TE1801</b>	<b>Total Other Charges</b>		<b>30,000</b>	<b>30,000</b>	<b>188,500</b>
REVENUE OVER EXPENSES			<b>(29,900)</b>	<b>(10,150)</b>	<b>47,600</b>
<b>Sedgebrook SSA Fund - Revenues</b>					
20-00-70-4070	Property Tax	R	1,161,600	1,160,000	1,159,700
<b>TR200070</b>	<b>Total Taxes Revenue</b>		<b>1,161,600</b>	<b>1,160,000</b>	<b>1,159,700</b>
20-00-90-4430	Other Income	R	0	0	0
20-00-95-4510	Interest Income	R	18,000	17,700	15,000
<b>TR200095</b>	<b>Total Other Income</b>		<b>18,000</b>	<b>17,700</b>	<b>15,000</b>
<b>Total Sedgebrook Fund Revenues</b>			<b>1,179,600</b>	<b>1,177,700</b>	<b>1,174,700</b>
<b>Sedgebrook SSA Fund - Expenses</b>					
20-01-61-4000	Professional Services	E	18,350	2,500	15,000
<b>TE200161</b>	<b>Total Professional Services Expenses</b>		<b>18,350</b>	<b>2,500</b>	<b>15,000</b>
20-01-64-7100	Bond Payment	E	1,161,250	1,150,470	1,159,700
<b>TE200164</b>	<b>Total Bond Payments</b>		<b>1,161,250</b>	<b>1,150,470</b>	<b>1,159,700</b>
<b>Total Sedgebrook SSA Expenses</b>			<b>1,179,600</b>	<b>1,152,970</b>	<b>1,174,700</b>
REVENUE OVER EXPENSES			<b>-</b>	<b>24,730</b>	<b>-</b>
<b>SSA 2 Traffic Signal Fund - Revenues</b>					
21-00-95-4510	Interest Income	R	0	15	0
<b>Total SSA 2 Traffic Signal Fund Revenue</b>			<b>-</b>	<b>15</b>	<b>-</b>
<b>SSA 2 Traffic Signal Fund - Expenses</b>					
21-01-61-9066	Contract Svc- Signal Maint	E	9,500	4,880	4,880
<b>TE2101</b>	<b>Total SSA 2 Traffic Signal Fund Expense</b>		<b>9,500</b>	<b>4,880</b>	<b>4,880</b>
REVENUE OVER EXPENSES			<b>(9,500)</b>	<b>(4,865)</b>	<b>(4,880)</b>

**Account #      Account Description**

<b>Budget 2015</b>	<b>Est. 2015</b>	<b>Budget 2016</b>
--------------------	------------------	--------------------

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>General Capital Fund - Revenue</b>					
51-00-85-4323	Rt 22 Corridor Grant	R	234,000	0	234,000
51-00-85-4324	Rt 22 VoL Entrance Grant	R	188,000	0	188,000
51-00-85-4350	FEMA Grant- VH Path Lights	R	0	0	0
51-00-85-4351	FEMA Grant- Londonderry Ln	R	0	0	0
51-00-85-4420	LSA Donation	R	0	16,520	8,000
<b>TR510085</b>	<b>Total Grants</b>		<b>422,000</b>	<b>16,520</b>	<b>430,000</b>
51-00-90-4420	Tree Bank Revenue	R	50,000	50,000	50,000
51-00-90-4425	Sale of Land	R	1,150,000	0	1,150,000
51-00-95-4510	Interest Income	R	0	0	0
<b>TR510090</b>	<b>Total Other Income</b>		<b>1,200,000</b>	<b>50,000</b>	<b>1,200,000</b>
51-00-98-0100	Transfer In- General Fund	R	393,923	1,315,113	2,538,636
<b>TR510098</b>	<b>Total Transfers</b>		<b>393,923</b>	<b>1,315,113</b>	<b>2,538,636</b>
<b>Total General Capital Fund</b>			<b>2,015,923</b>	<b>1,381,633</b>	<b>4,168,636</b>

### General Capital Fund - Expenses

#### FACILITIES

51-05-80-2102	Buildings- Police Remodel	E	50,000	53,000	0
51-12-80-2003	Shake Roof Replace	E	0	0	0
51-12-80-2004	Flat Roof Replacement	E	0	0	0
51-25-61-9040	Cont Srv- Painting Interior Garage VH	E	0	0	10,000
51-25-61-9204	Contract Svc- PWF Gas Storage Tank Flc	E	25,000	7,000	0
51-25-61-9206	Rivershire Nat Cntr Bldg Repairs	E	25,000	27,500	10,000
51-25-80-2006	PWF- Exhaust Ventilation	E	0	0	0
51-25-80-2103	Shake Roof Replace VH	E	280,000	3,500	650,000
51-25-80-2117	Front Reception Area VH	E	0	0	40,000
51-25-80-2207	Exterior Airline Installation- PWF	E	0	0	5,000
51-25-80-2208	Overhead Door Replacement- PWF	E	0	0	20,000
51-25-80-4011	PWF Garage Ceiling Fans	E	20,000	14,040	0
51-25-80-4012	PWF Air Conditioner Replac	E	12,000	14,300	0
51-25-80-4016	Garage Door Opener Motors Replacemer	E	0	0	13,000
51-25-80-9000	Capital Assets- Misc	E	0	0	0
<b>TR5105</b>	<b>Total Facilities</b>		<b>412,000</b>	<b>119,340</b>	<b>748,000</b>

#### EQUIPMENT

01-05-64-3000	Capital Projects- Misc	E	0	0	0
51-05-80-3000	Capital Assets- Equipment	E	0	0	0
51-05-80-3008	Equip- Veh Retrofits	E	7,000	6,800	6,000
51-05-80-3009	Equip- In Car Video	E	72,500	59,970	0
51-05-80-3010	Equip- Radar Units	E	7,500	6,845	0
51-05-80-3011	Equip- AED	E	0	0	0
51-12-80-3005	Equip: Servers/Computers	E	0	0	0
51-21-80-3790	Hydraulic Truck Lift	E	0	0	45,000
51-21-80-3001	Capital Assets- Equipment	E	0	0	0
51-21-80-3007	Equip- Sandbagger Refurb	E	0	0	0
51-21-80-3265	Trailer (#265 - Conkhrite 4000) - Replacem	E	0	0	10,000

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
51-21-80-3266	Emergency Response Trailer	E	25,000	24,000	0
51-21-80-3404	Leaf Machine (25 Yard) Replacement (# 4	E	100,000	0	0
51-21-80-3502	Sewer Flusher (#502)	E	0	0	180,000
51-21-80-3703	Riding Mower (Toro GM7200) - Replacem	E	20,000	20,000	0
51-21-80-3706	Utility Cart (Workman MDX) - Replaceme	E	0	0	17,000
51-21-80-3707	Riding Mower (Toro 3505D) - Replaceme	E	30,000	0	0
51-21-80-3710	Spreader (Lely L1250) #710	E	0	0	15,000
51-21-80-3711	Slit Seeder (Befco) Replacement (#711)	E	15,000	14,000	0
51-25-80-3014	Equip- Work Out	E	0	0	5,000
<b>TR5108</b>	<b>Total Equipment</b>		<b>277,000</b>	<b>131,615</b>	<b>278,000</b>

#### FURNITURE & FIXTURES

51-08-80-7000	Capital Assets- Vehicles	E	0	0	0
51-25-80-4024	Office Light Fixture Replacement	E	0	0	50,000
<b>TR5112</b>	<b>Total Furniture &amp; Fixtures</b>		<b>-</b>	<b>-</b>	<b>50,000</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>STORM SEWER &amp; WATER</b>					
51-21-80-5016	Infra- Storm Sewer Repair	E	0	0	0
51-21-80-5021	Infra- Lincolnshire Creek	E	55,000	19,600	0
51-21-80-6002	N. Branch Chicago River Erosion	E	0	0	0
51-21-84-5101	Robinhood 24" storm line within Route 22	E	150,000	0	0
51-21-84-5103	Robinhood Phase 1, 2, and 3 for 24" line	E	35,000	0	0
51-21-84-5105	DPR Bank Stabilization Project - Phase I	E	35,000	30,000	0
51-21-84-5110	Infra- Storm Sewer Lining	E	20,000	22,500	20,000
51-21-84-5111	77 Cumberland to 90 Lincolnshire (New R	E	0	0	63,000
51-21-84-5112	DPR Bank Stabilization Project - Phase I	E	0	0	25,000
51-21-84-5113	DPR Bank Stabilization Project - Phase I	E	0	0	100,000
51-21-84-5114	Lincolnshire Creek - Coventry / South - Ph	E	0	0	35,000
51-21-84-5301	PWF Swail/Ditch Restoration	E	12,000	0	0
51-21-84-5305	Indian Creek Main Charlestown from Olse	E	20,000	19,000	0
51-21-84-6501	Detention Basin Engineering Study	E	10,000	10,000	10,000
<b>TR5121</b>	<b>Total Storm Sewer &amp; Water</b>		<b>337,000</b>	<b>101,100</b>	<b>253,000</b>

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
<b>PARKS</b>					
51-22-61-9088	Tree Bank - Forestry	E	50,000	50,000	50,000
51-22-80-1001	North Park- Ice Skating Rink	E	0	0	0
51-22-80-1002	Balzer Park- Site Amenities	E	0	0	0
51-22-80-1003	Whytegate Park- Bollard Light Replac	E	0	0	0
51-22-80-2001	VH- Lighting Repairs	E	0	0	0
51-22-80-3000	Capital Assets- Equipment	E	0	0	0
51-22-80-3002	Parks/VH/PWF- AEDs	E	0	0	0
51-22-80-5010	Infr- Bike Path Repairs- Various Locations	E	0	0	0
51-22-80-5013	Infr- North Park- Athletic Field Light Repai	E	0	0	0
51-22-80-5014	Infr- North Park- Baseball Diamond	E	0	0	0
51-22-80-5022	Infr- Granite Pathway VH	E	0	0	0
51-22-80-5023	Infr- Corridor Enhanc Prog- Rt 22 Median	E	288,000	30,000	250,000
51-22-80-6005	Land Impr- Detention Pond	E	0	0	0
51-22-80-9000	Capital Assets- Misc	E	0	0	0
51-22-86-1401	Baseball Netting Foulballs	E	80,000	78,550	0
51-22-86-1701	Spring Lake Park - Water Toy Replaceme	E	15,000	15,000	0
51-22-86-1702	Spring Lake Basketball Court Resurface	E	0	0	8,000
51-22-86-1801	Whytegate Tennis Fence / Court Repairs	E	25,000	32,000	0
51-22-86-1901	Pocket Park (Const & Eng)	E	206,000	27,500	0
51-22-86-4102	Balzer Tennis Court Fence Replacement	E	0	0	50,000
51-22-86-4401	North Park Electrical Upgrades	E	10,000	10,000	10,000
51-22-86-4701	Spring Lake Park Tennis Court - Fence F	E	0	0	10,000
51-22-86-5022	Jamestown Lane Pedestrian Signal	E	0	0	70,000
51-22-86-5024	Infr- Corridor Entrance Signs/Planting Bec	E	236,000	0	309,020
51-22-86-5025	Bike Path Extension - Port Clinton (Stever	E	30,000	27,500	0
51-22-86-6301	Memorial Park Drainage Improvement	E	12,000	12,000	0
51-22-86-6401	North Park - Drainage Improvements (72"	E	15,000	15,000	0
51-22-86-6404	North Park Drainage Culvert Replace (Co	E	0	0	50,000
51-25-86-2700	Spring Lake Pavilion Door Replac	E	12,000	9,000	0
51-22-86-6701	Spring Lake Lannon Stone Repair	E	20,000	10,500	0
<b>TR5122</b>	<b>Total Parks</b>		<b>999,000</b>	<b>317,050</b>	<b>807,020</b>
<b>ROADWAYS</b>					
51-21-88-4005	Street Name Sign / Post Replacement	E	7,500	7,500	7,500
51-21-88-5009	Infra- Road Resurfacing	E	316,500	413,000	217,505
51-21-88-5015	Infra- Londonderry Ln	E	27,500	38,500	0
51-21-88-5021	Phase 1 & 2 Eng - Pembroke Project	E	0	0	35,000
<b>TR5125</b>	<b>Total Roadways</b>		<b>351,500</b>	<b>459,000</b>	<b>260,005</b>
<b>LAND</b>					
<b>TRland</b>	<b>Total LAND</b>		<b>-</b>	<b>-</b>	<b>-</b>
<b>VEHICLES</b>					
51-05-80-7001	veh- Police	E	53,000	26,200	36,000
51-21-80-7232	veh- tank system rehab (#232)	E	0	3,025	0
51-21-80-7243	veh- 3/4 Ton Pickup Replace (#243)	E	0	0	90,000
51-21-80-7249	veh- 1 Ton Dump Truck Replace (#249)	E	0	0	102,000

Account #	Account Description		Budget 2015	Est. 2015	Budget 2016
51-21-80-7254	veh- Five Ton Replacement (#254)	E	242,050	150,000	0
<b>TR5108</b>	<b>Total Vehicles</b>		<b>295,050</b>	<b>179,225</b>	<b>228,000</b>
<b>MISCELLANEOUS CAPITAL</b>					
51-02-80-9000	Capital Assets- Misc	E	0	0	0
51-05-80-9008	E-Citation Printers/ Software	E	6,500	0	20,000
51-08-80-9001	Misc- Bldg Permit Software	E	42,400	46,930	0
51-08-80-9003	Project Carryover TIF	E	0	0	0
51-12-61-4003	Prof Serv - Single Audit	E	1,870	0	2,000
51-12-61-4030	Prof Serv - Appraisal Services	E	25,000	3,175	0
51-21-80-5015	Infra- North Village Green	E	5,000	0	5,000
51-21-80-9002	Misc- Project Retainage	E	12,830	12,830	0
51-12-80-9007	CA Misc- Outlook Exch. Serv.	E	0	0	0
51-12-80-9010	CA Misc- Financial Software	E	52,000	63,625	0
<b>TR5112</b>	<b>Total Miscellaneous Capital</b>		<b>145,600</b>	<b>126,560</b>	<b>27,000</b>
<b>Total General Capital Fund</b>			<b>2,817,150</b>	<b>1,433,890</b>	<b>2,651,025</b>
<b>REVENUE OVER EXPENSES</b>			<b>(801,227)</b>	<b>(52,257)</b>	<b>1,517,611</b>

**REQUEST FOR BOARD ACTION**

<b>Subject:</b>	Approval of Professional Services Agreement for Fiscal Year 2016 (Village of Lincolnshire)
<b>Action Requested:</b>	Approval of Professional Services Agreements as Detailed in the Budget for Fiscal Year 2016
<b>Originated By/Contact:</b>	Brad Burke, Village Manager
<b>Referred To:</b>	Village Board

**Summary / Background:**

Annually as part of the budget consideration process, staff reviews all professional services agreements for the Village. A comprehensive list of all agreements for the coming fiscal year is included in the proposed budget for review. Expenses related to the coming year’s agreements were included in the proposed budget for consideration and discussion by the Village Board at the budget workshops held in October. The attached list of professional services agreements outlines those agreements proposed for Fiscal Year 2016 as reflected in the 2016 Budget. This comprehensive list of agreements is annually approved along with the approval of the budget for the coming year.

*NOTE: Last week, staff received the renewal quote for the Village’s Workers Compensation insurance coverage provided by the Illinois Public Risk Fund (IPRF). The Village’s insurance broker, Mesirow Financial, provided a quote to keep coverage with IPRF for 2016 in the amount of \$174,955 which reflects a \$7,968 decrease compared to the 2015 premium. The decrease is a result of an overall reduction in rates and salaries. The quote is based upon all coverage remaining the same for the coming year. This new information has been updated on the proposed list of professional services for 2016 (attached).*

New professional services or agreements proposed during the year are brought to the Village Board for consideration in accordance with the Village’s purchasing and procurement policies and procedures.

**Budget Impact:** Varies by agreement and service provided.

**Service Delivery Impact:** Varies.

**Recommendation:** Approval of Professional Services Agreement for Fiscal Year 2016.

**Reports and Documents Attached:**

- List of Professional Service Agreements by Department.

Meeting History	
Special Committee of the Whole Budget Discussion & Workshops	10/19/2015
Regular Village Board Meeting:	12/14/2015

Dept/Service	Service Provider	Expense #	Cost-2015	Cost-2016
<b>Administration</b>				
Meeting Videotaping/AV Services	Mike Meranda	01-12-61-4000	\$ 6,180.00	\$ 6,365.40
<b>Finance</b>				
Annual Audit	Sikich	**-*-61-4003	\$ 30,125.00	\$ 31,028.75
<b>Police</b>				
Mobile Data Service	Verizon	01-05-61-1005	\$ 7,000.00	\$ 7,000.00
CAD/Records Management Support	New World Software	01-05-61-3005	\$ 15,500.00	\$ 17,200.00
Fingerprint System Maintenance	Identix	01-05-61-3010	\$ 3,325.00	\$ 3,325.00
Evidence/Property BEAST Software Support	Porter Lee Corporation	01-05-61-3018	\$ 1,200.00	\$ 1,200.00
Radios/Equipment Support	Chicago Communications	01-05-61-3020	\$ 8,000.00	\$ 8,000.00
UHF Radio System	Central Lake County Radio Network	01-05-61-3021	\$ 22,000.00	\$ 21,250.00
Tornado Warning Siren Maintenance	Braniff Communications, Inc.	01-05-61-3030	\$ 2,800.00	\$ 2,950.00
Prof Serv- Actuary	Foster & Foster	01-05-61-4001	\$ 1,250.00	\$ 2,500.00
Animal Impoundment	Orphans of the Storm	01-05-61-4002	\$ 1,500.00	\$ 1,500.00
Crime Lab	NE IL Regional Crime Lab	01-05-61-4006	\$ 12,700.00	\$ 12,700.00
Drug/Gang Enforcement	Metropolitan Enforcement Group	01-05-61-4012	\$ 15,000.00	\$ 14,400.00
Prosecution Services	Smith LaLuzerne	01-05-61-4013	\$ 63,000.00	\$ 64,890.00
T-1 Line Lease Agreement	Village of Vernon Hills	01-05-61-4025	\$ 3,500.00	\$ 3,500.00
Dispatch Center Equipment Maintenance	Village of Vernon Hills	17-01-61-3023	\$ 6,000.00	\$ 6,100.00
Dispatch Services	Village of Vernon Hills	17-01-61-4029	\$ 282,600.00	\$ 297,570.00
Squad-Car Video Service	Watchguard		\$ 24,850.00	
<b>Community &amp; Economic Development</b>				
Branding	MediaWorks		\$ 45,000.00	
Building Inspections & Plan Review	B&F Technical Code Service	na	varies-nc	varies-nc
Elevator Inspection	Elevator Insepction Service	na	varies-nc	varies-nc
Fire Protection Plan Review	L-R Fire Protection District	na	varies-nc	varies-nc
Structural Plan Review	Wiss, Janney, Elstner Associates	na	varies-nc	varies-nc
<b>Insurance/Common Expenses</b>				
General Legal Services	Ancel Glink	**-*-61-4013	\$ 102,907.00	\$ 105,994.21
Property / Liability Insurance	Mesirow/Glatfelter Public	**-*-61-8800	\$ 117,432.00	\$ 120,954.96
Property / Liability Insurance - Public Officials Bonds	Mesirow	**-*-61-8800	\$ 1,545.00	\$ 1,591.35
Mesirow Service Fee	Mesirow	**-*-61-8800	\$ 15,000.00	\$ 15,450.00
Crime Coverage	Mesirow/Hanover	**-*-61-8800	\$ 1,477.00	\$ 1,477.00
Commercial Coverage	Mesirow/Hanover	**-*-61-8800	\$ 18,299.00	\$ 18,847.97
Terrorism Coverage	Mesirow/Hanover	**-*-61-8800	\$ 490.00	\$ 504.70
Commerical Package	Mesirow/Amer Alternative	**-*-61-8800	\$ 69,098.00	\$ 71,170.94
Excess Liability	Mesirow/Amer Alternative	**-*-61-8800	\$ 8,725.00	\$ 8,986.75
Worker's Compensation Insurance	IPRF	**-*-61-8801	\$ 168,000.00	\$ 173,040.00
High Excess Liability Pool	HELP	**-*-61-8802	\$ 23,100.00	\$ 23,793.00
HELP - Beach Endorsement	HELP	**-*-61-8803	\$ 8,110.00	\$ 8,353.30
Cellular Phones	Verizon	**-*-61-1002	\$ 10,800.00	\$ 10,800.00
Copier (color) Maintenance- Admin Coco	Xerox- lease	**-*-61-7001	\$ 2,150.00	\$ 2,150.00
Copier Maintenance- (high volume): Mimi	Xerox- lease	**-*-61-7001	\$ 4,060.00	\$ 4,060.00
Copier Maintenance- Front Desk: Nemo	Xerox	**-*-61-7000	\$ 720.00	\$ 725.00
Copier Maintenance- Police (WC5335)	Xerox	**-*-61-7000	\$ 1,020.00	\$ 1,020.00
Appraisal Services	American Appraisal	51-12-61-4030	\$ 3,175.00	
IT Consulting Services	InterDev LLC	**-*-61-9029	\$ 63,034.00	\$ 63,034.00
Building Software & Maintenance	Franklin Info systems	**-*-61-5507		
Emergency Notification System	Blackboard Connect	**-*-61-9114	\$ 6,303.60	\$ 6,492.71
Finance Software - License Renewal	Harris Computer	**-*-61-5507	\$ 7,725.00	
FLEX Benefits Program Administration	PBA Inc- Professional Benefit Admini	06-00-61-4004	\$ 2,900.00	\$ 2,987.00
Newsletter Printing	CL Graphics	**-*-61-2006	\$ 12,514.50	\$ 12,889.94
Pay Phones-VHall and SLP	IBS	**-*-61-1004	\$ 1,112.40	\$ 1,145.77
Payroll Processing	Paylocity	01-12-61-9130	\$ 8,099.92	\$ 8,342.92
Postage Meter Maintenance	Pitney Bowes	01-12-61-3501	\$ 1,500.00	\$ 1,545.00
Internet fpr Village Hall and PWF	Comcast	**-*-61-5503	\$ 3,200.00	\$ 3,200.00
T-1 Line: Village Hall to PWF	Comcast (Cimco)	**-*-61-5503	\$ 4,017.00	\$ 4,137.51
Telecommunications Services	Call One	**-*-61-1000	\$ 15,000.00	\$ 15,000.00
VHall/PWF Telephone Maintenance	Advanced Telecommunications	**-*-61-1010	\$ 6,600.00	\$ 6,600.00
Website Maintenance	Basecamp Web Solutions	**-*-61-9118	\$ 2,000.00	\$ 2,000.00
BS&A Software Support	BS&A	**-*-61-5507	\$ -	\$ 13,290.00
<b>Public Works</b>				

Dept/Service	Service Provider	Expense #	Cost-2015	Cost-2016
Aquatic Plant Management	Clarke Aquatic Services	01-25-61-9051	\$ 6,810.36	\$ 7,014.67
Backflow Prevention Device Maint.	Bishop Plumbing	mult-accts	\$ 1,663.45	\$ 1,713.35
Car Wash Services	Peacock Mobil	12-01-61-9005	\$ 3,300.12	\$ 3,399.12
Civil Engineering Services	Gewalt Hamilton Associates	01-20-61-4018	\$ 5,150.00	\$ 5,304.50
Construction Materials Testing	Soil & Material Consultants	01-20-61-40xx	\$ 4,120.00	\$ 4,243.60
Custodial Service - VH, PW, Spring Lk Park	Alpha Building Maintenance	mult-accts	\$ 32,511.95	\$ 25,014.00
Des Plaines River Gauge	Lake County SMC	01-20-61-9000	\$ 3,425.00	\$ 3,425.00
Elevator Maintenance - Village Hall	Shindler Elevator Corp.	01-25-61-9023	\$ 2,557.49	\$ 2,634.21
Emerald Ash Borer Treatment	TruGreen	01-22-61-9081	\$ 4,120.00	\$ 7,000.00
Fire Alarm Testing	SimplexGrinnell	01-25-61-9019	\$ 3,543.20	\$ 3,649.50
Fire Extinguisher Maintenance	Cintas	01-25-61-9019	\$ 515.00	\$ 530.45
Fire Protection Transmitters	Inner Security Systems	01-25-61-9019	\$ 3,955.20	\$ 4,073.86
Fire Sprinkler System Maintenance	Valley Fire Protection Systems	01-25-61-9019	\$ 1,854.00	\$ 1,909.62
Fireworks Display	Johnny Rockets	01-22-61-9215	\$ 20,600.00	\$ 21,218.00
Floor Mat Cleaning-Vhall & PWF	Dustcatcher and A-Logo Mat	01-25-61-9047	\$ 1,404.92	\$ 1,447.07
Generator Maintenance - Village Hall & Utilities	Patten Industries	02-02-61-9101	\$ 12,360.00	\$ 12,730.80
Geographic Information Services	<u>Municipal GIS Partners</u>	XX-XX-61-9022	\$ 79,782.00	\$ 61,540.00
GIS Software	ESRI	XX-XX-61-9022	\$ 2,750.00	\$ 2,750.00
Hazardous Tree Removal	The Davey Tree Expert	01-22-61-9089	\$ 100,000.00	\$ 103,000.00
HVAC Maintenance - Village Hall & Public Works Facility	Dynamic Heating and Piping Co.	01-25-61-9023	\$ 8,838.43	\$ 17,786.00
Invasive Plant Management	Turning Leaf	01-22-61-9080	\$ 51,500.00	\$ 53,045.00
Irrigation Systems Maintenance	Mullermist	01-22-61-9041	\$ 6,442.65	\$ 6,635.93
Landscape Maintenance	Green Acres Landscapes	mult-accts	\$ 143,503.72	\$ 135,468.00
Large Water Meter Testing	HBK	02-02-61-9030	\$ 3,193.00	\$ 3,288.79
Lift Station Preventative Maintenance (Londonderry)	Xylem TotalCare	02-02-61-9103	\$ 1,194.80	\$ 1,230.64
Leaf Disposal	Ramirez	01-21-61-9006	\$ 53,560.00	\$ 55,166.80
Meter Read Center and Trimble Maintenance	Midwest Meters	02-02-61-9110	\$ 2,358.70	\$ 2,429.46
Mosquito Management	Clarke Environmental	01-21-61-9036	\$ 69,529.12	\$ 71,614.99
North Park Lighting Controls	MUSCO Lighting	01-22-61-9073	\$ 2,060.00	\$ 2,121.80
Overhead Door Maintenance	Door Systems, Inc.	01-25-61-9047	\$ 2,333.98	\$ 2,404.00
Parks Mowing Services	Twin Oaks Landscaping	01-22-61-9002	\$ 21,448.00	\$ 21,448.00
Pavement Inventory	IMS	01-21-61-9045	\$ 772.50	\$ 795.68
Payment Processing Services (Lockbox)	Payment Services Network (PSN)	02-01-61-9001	\$ 5,492.00	\$ 14,900.00
Pest Control Services	Smithereen Pest Management	01-22-61-9082	\$ 3,432.99	\$ 3,535.98
Printing Services (Utility Bill Print)	<u>American Printing</u>	02-01-61-2200	\$ 6,500.00	\$ 18,000.00
PW HVAC Maintenance	Trane	01-25-61-9023	\$ 2,163.00	\$ 2,227.89
Remote Payment Presentment Services	<u>Mastercard</u>	02-01-61-9001		
SCADA System Maintenance (Software & Service)	Baxter Woodman	02-02-61-9106	\$ 7,000.00	\$ 7,210.00
Street Sweeping	Hoving Clean Sweep	01-21-61-9064	\$ 26,000.00	\$ 26,780.00
Tree Pruning	Winkler Tree & Landscaping	01-22-61-9056	\$ 30,900.00	\$ 31,827.00
Tree Acquisition and Planting	Acres Group	01-22-61-9088	\$ 50,000.00	\$ 51,500.00
Turf Fertilizer/Weed Management	TruGreen	01-22-61-9017	\$ 5,222.10	\$ 5,378.76
Uniform Rental and Cleaning	Aramark	mult-accts	\$ 4,819.37	\$ 3,738.28
Valve Maintenance (Reservoirs)	RMS Utility Services	02-02-61-9108	\$ 3,708.00	\$ 3,819.24
Valve Turning Program	ME Simpson	02-02-61-9117	\$ 11,494.80	\$ 11,839.64
Vehicle Maintenance Software	Motor All Data	12-01-63-4000	\$ 2,575.00	\$ 2,652.25
Vehicle Maintenance Software	Snap-On	12-01-63-4000	\$ 3,290.85	\$ 3,389.58
Wastehauler Services	Waste Management	Franchise Services		
<b>SSA Sedgebrook</b>				
Paying Agent Fees	US Bank	20-01-61-4000	\$ 463.50	\$ 477.41

**REQUEST FOR BOARD ACTION**

**Subject:** Ordinance Amending Chapter 15 of Title 1 - Comprehensive Fee Schedule of the Lincolnshire Village Code Related to the Establishment of Fees and Charges for Service (Water and Sewer Rates and Billing Practices)

**Action Requested:** Approval of Proposed Ordinance (Village of Lincolnshire)

**Originated**

**By/Contact:** Brad Burke, Village Manager

**Referred To:** Mayor and Village Board of Trustees

**Summary / Background:**

Staff annually reviews the Comprehensive Fee schedule and recommends modifications. These changes are discussed by the Mayor and Board of Trustees during the discussions of the budget for the coming fiscal year. Based on the Board's feedback from the budget workshop in October and subsequent meetings in November, the following changes to Chapter 15 of Title 1 - Comprehensive Fee Schedule of the Lincolnshire Village Code Related to the Establishment of Fees and Charges for Service are recommended for approval:

Setting residential water and sewer rates as follows effective the first billing of 2016:

Rate Component	Charge Per 1,000 Gallons Based on Water Usage
Residential Water rate	\$5.13
Residential Sewer rate	\$5.77
Residential Water rate, Out-of-Village	\$5.64
Residential Sewer rate, Out-of-Village	\$6.35

Setting commercial water and sewer rates as follows, effective the first billing of 2016:

	Tier 1 0-50,000 Gallons	Tier 2 51,000- 400,000 Gallons	Tier 3 401,000- 750,000 Gallons	Tier 4 751,000- 1,099,000 Gallons	Tier 5 1,100,000+ Gallons
Water Rate Charged Per 1,000 Gallons Based on Water Usage	\$5.13	\$5.31	\$5.68	\$6.08	\$6.50
Sewer Rate Charged Per 1,000 Gallons Based on Water Usage	\$5.77	\$5.98	\$6.40	\$6.85	\$7.32
Out of Village Water Rate Charged Per 1,000 Gallons Based on Water Usage	\$5.64	\$5.84	\$6.25	\$6.69	\$7.15
Out of Village Sewer Rate Charged Per 1,000 Gallons Based on Water Usage	\$6.35	\$6.58	\$7.04	\$7.53	\$8.06

**Recommendation:**

Staff recommends approval proposed ordinance so that these fees will be effective January 1, 2016.

**Reports and Documents Attached:**

- An Ordinance Amending Chapter 15 Of Title 1– Comprehensive Fee Schedule Related To The Establishment Of Fees Of The Lincolnshire Village Code

<b>Meeting History</b>	
<b>Regular Village Board Meeting:</b>	<b>December 14, 2015</b>

**ORDINANCE NO. 15-xxxx-xx**

**AN ORDINANCE AMENDING CHAPTER 15 OF TITLE 1 – COMPREHENSIVE FEE SCHEDULE OF THE LINCOLNSHIRE VILLAGE CODE RELATED TO THE ESTABLISHMENT OF FEES AND CHARGES FOR SERVICE (Water and Sewer Connection Charges and Rates)**

**WHEREAS**, from time to time the Village reviews its codes and regulations of public ways and facilities to ensure users fees are established at an amount to cover the cost of providing services as intended by the Village; and

**WHEREAS**, as part of the development of the budget for Fiscal Year 2016, Village Staff recently undertook a review of Water and Sewer Connection Charges and Water and Sewer Rates to ensure such charges for service are set at amount to cover the costs of said services and the Village Staff has recommended to the Mayor and Board of Trustees of the Village of Lincolnshire that it revise Connection Fees and Water & Sewer Rates; and

**WHEREAS**, the Mayor and Board of Trustees have reviewed and considered the recommendations of the Village Staff and have considered all the facts and circumstances related to the proposed Municipal Code amendments;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNSHIRE, LAKE COUNTY, ILLINOIS, ACTING IN THE EXERCISE OF THEIR HOME RULE POWERS:**

**SECTION ONE:** The foregoing recitals are incorporated into this Ordinance as findings of the Mayor and Board of Trustees.

**SECTION TWO:** Section 1-15 of the Village Code of the Village of Lincolnshire, under the title “Comprehensive Fee Schedule”, shall be revised as follows [added text **bolded and double underlined**; deleted text ~~struck through~~]:

- A. Public Ways and Property - Water and Sewer Rates – Utilities (Section 8-2A-2)

<b>1-15-8: PUBLIC WAYS AND PROPERTY (TITLE 8)</b>		
<b>WATER AND SEWER RATES</b>	<b>AMOUNT OF FEE</b>	<b>CODE SECTION</b>
Utility Service Filing Fee	\$150.00 Water Connection Charge, Per EDU	8-2-3
Well Permit	\$50.00	8-2-3(B)
Sewer – Excess BOD Surcharge	\$.13 per excess BOD	8-2A-1(B1)
Sewer – Excess SS Surcharge	\$.19 per excess SS	8-2A-1(B2)
<b>Residential</b> Water rate, per 1,000	<del>\$4.68</del> <b><u>\$5.13</u></b> (Eff.	8-2A-2

gallons	12/08/14 1/1/16)	
<b>Residential</b> Sewer rate, per 1,000 gallons of water usage	\$5.27 <b>\$5.77</b> (Eff. 1/1/12 1/1/16)	8-2A-2
<b>Residential</b> Water rate, Out-of-Village, per 1,000 gallons of water usage	\$5.17 <b>\$5.64</b> (Eff. 12/08/14 1/1/2016)	8-2A-2
<b>Residential</b> Sewer rate, Out-of-Village, per 1,000 gallons of water usage	\$5.80 <b>\$6.35</b> (Eff. 1/1/12 1/1/16)	8-2A-2
<b>COMMERCIAL WATER AND SEWER RATES</b>		
<b>Commercial Water rate, per 1,000 gallons of water usage, first 50,000 gallons</b>	<b>\$5.13 (Eff. 1/1/16)</b>	8-2A-2
<b>Commercial Sewer rate, per 1,000 gallons of water usage, first 50,000 gallons</b>	<b>\$5.77 (Eff. 1/1/16)</b>	8-2A-2
<b>Commercial Water rate, out of Village, per 1,000 gallons of water usage, first 50,000 gallons</b>	<b>\$5.64 (Eff. 1/1/16)</b>	8-2A-2
<b>Commercial Sewer rate, out of Village, per 1,000 gallons, first 50,000 gallons</b>	<b>\$6.35 (Eff. 1/1/16)</b>	8-2A-2
<b>Commercial Water rate, per 1,000 gallons of water usage, 51,000 gallons - 400,000 gallons</b>	<b>\$5.31 (Eff. 1/1/16)</b>	8-2A-2
<b>Commercial Sewer rate, per 1,000 gallons of water usage, 51,000 gallons - 400,000 gallons</b>	<b>\$5.98 (Eff. 1/1/16)</b>	8-2A-2
<b>Commercial Water rate, out of Village, per 1,000 gallons of water usage, 51,000 gallons - 400,000 gallons</b>	<b>\$5.84 (Eff. 1/1/16)</b>	8-2A-2
<b>Commercial Sewer rate, out of Village, per 1,000 gallons of water usage, 51,000 gallons - 400,000 gallons</b>	<b>\$6.58 (Eff. 1/1/16)</b>	8-2A-2
<b>Commercial Water rate, per 1,000 gallons of water usage, 401,000 gallons - 750,000 gallons</b>	<b>\$5.68 (Eff. 1/1/16)</b>	8-2A-2
<b>Commercial Sewer rate, per 1,000 gallons of water usage, 401,000 gallons - 750,000 gallons</b>	<b>\$6.40 (Eff. 1/1/16)</b>	8-2A-2
<b>Commercial Water rate, out of Village, per 1,000 gallons of water usage, 401,000 gallons - 750,000 gallons</b>	<b>\$6.25 (Eff. 1/1/16)</b>	8-2A-2

<u>Commercial Sewer rate, out of Village, per 1,000 gallons of water usage, 401,000 gallons - 750,000 gallons</u>	<u>\$7.04 (Eff. 1/1/16)</u>	8-2A-2
<u>Commercial Water rate, per 1,000 gallons of water usage, 751,000 gallons - 1,099,000 gallons</u>	<u>\$6.08 (Eff. 1/1/16)</u>	8-2A-2
<u>Commercial Sewer rate, per 1,000 gallons of water usage, 751,000 gallons - 1,099,000 gallons</u>	<u>\$6.85 (Eff. 1/1/16)</u>	8-2A-2
<u>Commercial Water rate, out of Village, per 1,000 gallons of water usage, 751,000 gallons - 1,099,000 gallons</u>	<u>\$6.69 (Eff. 1/1/16)</u>	8-2A-2
<u>Commercial Sewer rate, out of Village, per 1,000 gallons of water usage, 751,000 gallons - 1,099,000 gallons</u>	<u>\$7.53 (Eff. 1/1/16)</u>	8-2A-2
<u>Commercial Water rate, per 1,000 gallons of water usage, 1,100,000 gallons or more</u>	<u>\$6.50 (Eff. 1/1/16)</u>	8-2A-2
<u>Commercial Sewer rate, per 1,000 gallons of water usage, 1,100,000 gallons or more</u>	<u>\$7.32 (Eff. 1/1/16)</u>	8-2A-2
<u>Commercial Water rate, out of Village, per 1,000 gallons of water usage, 1,100,000 gallons or more</u>	<u>\$7.15 (Eff. 1/1/16)</u>	8-2A-2
<u>Commercial Sewer rate, out of Village, per 1,000 gallons of water usage, 1,100,000 gallons or more</u>	<u>\$8.06 (Eff. 1/1/16)</u>	8-2A-2

**SECTION THREE:** That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form.

**PASSED** this \_\_\_ of December, 2015 by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED** this \_\_\_ day of December, 2015.

---

Elizabeth Brandt, Mayor

ATTEST:

---

Barbara Mastandrea  
Village Clerk

**REQUEST FOR BOARD ACTION  
Village Board  
December 14, 2015**

<b>Subject:</b>	Camberley Club Monument and Temporary Signage
<b>Action Requested:</b>	Approval of Variations to Title 12, <i>Sign Control</i> , of the Lincolnshire Village Code associated with permanent identification signage and temporary signage for the 86-unit Camberley Club townhome Planned Unit Development
<b>Petitioner:</b>	Pulte Home Corporation
<b>Originated By/Contact:</b>	Steve McNellis, Director Department of Community & Economic Development
<b>Advisory Board Review:</b>	Architectural Review Board

At the November 23<sup>rd</sup> Committee of the Whole discussion, Trustee Servi raised concerns regarding the proximity of the entry sign at the development gate to the gate apparatus. Pulte assured the Board the entry sign would serve the dual purpose of identifying the development and also concealing the gate apparatus. The attached sketch is provided to further illustrate this statement.

**Recommendation:**

Approval of variations to Title 12, Sign Control, with associated signage plan details for permanent monument signage and temporary signage related to the Camberley Club townhome PUD.

**Reports and Documents Attached:**

- Draft Ordinance, prepared by Village Attorney Simon.
- Presentation Packet, prepared by Pulte Home Corporation.

<b>Meeting History</b>	
Architectural Review Board:	November 17, 2015
Previous COW Discussion	November 23, 2015
Current Board Discussion (COW):	December 14, 2015

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE GRANTING SIGN VARIANCES  
FROM TITLE 12 OF THE VILLAGE CODE  
FOR CAMBERLEY CLUB  
(Pulte Home Corporation)**

**WHEREAS**, application has been made by Pulte Home Corporation (the “Petitioner”), for approval of variations to Section 12-9-1(A)(1), Section 12-13-1(B)(1), and Section 12-13-1(B)(5), of the Lincolnshire Sign Control Ordinance (collectively, the “Variances”), to permit the installation of Monument Ground Signs, Temporary Project Announcement and Temporary Real Estate Development Signs for Camberley Club (the “Development”) on property commonly known as the northern 20 acres along Riverside Road, of the Sedgebrook Continuing Care Retirement Community (the “Subject Property”); and

**WHEREAS**, a public hearing was duly advertised by certified or registered mail, return receipt requested, and publication on October 29, 2015 in the Daily Herald and was held by the Architectural Review Board on November 17, 2015, on which date the Architectural Review Board voted in favor of recommending approval of the Petitioner’s application for said Variances; and

**WHEREAS**, the Architectural Review Board has heretofore submitted to the Mayor and Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, its findings of fact and recommendations related thereto, including that the Variances satisfy the standards to qualify for a sign variance set forth in Section 12-17-1 of the Village Code, attached hereto as **Exhibit C**; and

**WHEREAS**, the Corporate Authorities of the Village of Lincolnshire, Lake County, Illinois, have duly considered said finding and recommendations of said Architectural Review Board;

**THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, in exercise of its home rule authority, as follows:

**SECTION 1:** The findings and recommendations of the Architectural Review Board of the Village of Lincolnshire, Lake County, Illinois, are herein incorporated by reference as the findings of this Board to the same effect as if fully recited herein at length. All references in the findings and recommendations are made the references of the Mayor and Board of Trustees of the Village of Lincolnshire.

**SECTION 2:** That the property which is the subject of this Ordinance is legally described as set forth in **Exhibit A**, attached hereto and incorporated as though fully set forth herein.

**SECTION 3:** Variances.

A. Subject to the conditions described in Section 4 below, variances from Section 12-9-1(A)(1) , Monument Ground Signs, are hereby granted and issued to the Subject Property, as herein more specifically described and as depicted on the sign plans attached hereto in **Exhibit B**, for the purpose of permitting the following relief:

1. Milwaukee Avenue Monument Ground Sign

- a. To increase the maximum permitted height of a monument sign from 5 feet to 5 feet and 8 inches;
- b. To increase the maximum permitted length of a monument sign from 6 feet to 45 feet and 6 inches; and
- c. To increase the maximum permitted sign area of a monument sign from 30 square feet to 230 square feet.

2. Riverside Road Monument Ground Sign

- a. To increase the maximum permitted length of a monument sign from 6 feet to 10 feet; and
- b. To increase the maximum permitted sign area of a monument sign from 30 square feet to 37 square feet.

B. Subject to the conditions described in Section 4 below, a variance from Section 12-13-1(B)(1), Temporary Project Announcement Signs, is hereby granted and issued to the Subject Property, as herein more specifically described and as depicted on the sign plans attached hereto in **Exhibit B**, for the purpose of permitting an increase of the maximum permitted display period, to require removal upon the final sale of the last unit of the Development, rather than the code required removal immediately upon the issuance of the first certificate of occupancy.

C. Subject to the conditions described in Section 4 below, a variance from Section 12-13-1(B)(5), Temporary Real Estate Signs, is hereby granted and issued to the Subject Property, as herein more specifically described and as depicted on the sign plans attached hereto in **Exhibit B**, for the purpose of permitting an increase of the maximum permitted display period, to require removal upon the final sale of the last unit of the Development, rather than the code required removal immediately upon the sale, rental or lease of the subject premises.

**SECTION 4:** The following exhibits shall be attached to and made a part of this Ordinance and, except as expressly modified by this Ordinance, all covenants, standards, requirements, designs or specifications in such exhibits shall be binding on the Petitioner:

A. Presentation Packet, prepared by Pulte Home Corporation and Signature Design Group, comprised of 10 pages, dated November 23, 2015, attached hereto in **Exhibit B**; and

provided, however, in the event the Petitioner, or its successor and assigns, elects to maintain the signs described herein in a manner providing for the same intensity, scale and purposes approved by this Ordinance, any future sign face changes may be made only with the recommendation of the Architectural Review Board and approval of the Village Board. The decision whether future modifications preserve or expand the intensity, scale and purposes for which the approved signs are used shall be made in the sole discretion of the Director of Community Development.

**SECTION 5.** The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent that there might be any conflict. Except for the foregoing limitation, the development of the Subject Property is subject to all terms and conditions of applicable ordinances and regulations of the Village of Lincolnshire.

**SECTION 6.** No order granting the variances herein shall be valid for longer than one year from the date approval was granted by the Corporate Authorities unless an application for building permit is filed with the Village's Building Official within such period or the use is commenced within such period. The Corporate Authorities may grant one extension of time not exceeding one year, upon written application made within the initial one year period, without further notice or hearing. The right to so extend said time shall not include the right to grant additional relief by expanding the scope of variance.

**SECTION 7:** Any person violating the terms and conditions of this Ordinance shall be subject to a penalty not exceeding Five Hundred Dollars (\$500.00) with each and every day that the violation of the Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including,

without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees. This section shall not apply to the Village of Lincolnshire, its officials, agents or employees.

**SECTION 8:** The premises shall be made available for inspection by any department of the Village at all reasonable times for compliance with this Ordinance and any other laws or regulations.

**SECTION 9:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. Provided, however, that this Ordinance shall not take effect until a true and correct copy of this Ordinance is executed by the Owner of the Subject Property or such other parties in interest consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted by the Corporate Authorities by motion.

**PASSED** this \_\_\_\_th day of December, 2015, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

**APPROVED** this \_\_\_\_th day of \_\_\_\_\_, 2015.

---

Elizabeth Brandt, Mayor

**ATTEST:**

---

Barbara Mastandrea, Village Clerk

Published by me in pamphlet form  
this \_\_\_\_th day of \_\_\_\_\_, 2015.

ACKNOWLEDGED and ACCEPTED  
this \_\_\_ day of \_\_\_\_\_, 2015.

**PULTE HOME CORPORATION**

By:

---

Its:

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

**LOT 2:**

LOT 2 IN SEDGEBROOK RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 22, THE SOUTHWEST 1/4 OF SECTION 23, THE NORTHWEST 1/4 OF SECTION 26, AND OF THE NORTHEAST 1/4 OF SECTION 27, ALL IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2014 AS DOCUMENT NUMBER 7122660, IN LAKE COUNTY, ILLINOIS.

**EXHIBIT B**  
**APPROVED SIGN PLANS**  
**[ATTACHED]**

## EXHIBIT C

### FINDINGS FOR SIGN VARIATIONS

#### **Responses to Standards of Review for Findings of Fact**

Petitioner Pulte Home Corporation provides the following responses to the standards of review in support of its request for approval of the variations necessary to allow construction of permanent monument signage and extended use of temporary marketing signage for the Camberley Club private, gated townhome community to be located on Lot 2 of the Sedgebrook Resubdivision at the southeast corner of the intersection of Milwaukee Avenue and Riverside Road.

#### ***The applicant's plans are substantially consistent with the design criteria of Title 12.***

The applicant's signage plans, inclusive of the variations requested to allow for dimensional increases in the maximum permitted height, length and area of permanent monument signage, are substantially consistent with the design criteria of Title 12. The applicant seeks limited variations from the design criteria of Title 12 to provide for the proposed permanent signage's aesthetic and functional design characteristics (i.e., sign walls, pillars, privacy enhancement), which are fundamental to the composition of that signage and the overall character of Camberley Club as a private, gated community. Although these characteristics present an aesthetically appealing product, they are not contemplated by the sign code due to the manner in which the code requires dimensional calculations to be measured. The proposed permanent signage variations are a result of the monument signage's good scale and proportion in relation to the proposed masonry privacy walls, fencing and existing earthen berm and mature landscaping.

The applicant's signage plans, inclusive of the variations requested to allow for an extension of the maximum permitted display period for temporary marketing signage, are substantially consistent with the design criteria of Title 12. Furthermore, the design of the proposed temporary marketing signage substantially conforms to the requirements of Chapter 13, "Temporary Signs." The proposed variations for temporary signage are not reflective of requests for relief from the design criteria of Title 12, but are necessary only to allow an increase in the maximum permitted period of display until the sale of the last unit in the development.

#### ***The proposed exterior design features of the sign are suitable and compatible with the character of neighboring buildings and structures existing or under construction and with the character of the neighborhood and the applicable zoning district, and enhance the environment of the Village.***

The design of permanent monument signage and temporary marketing signage will be consistent and compatible with the character of the adjacent trailhead park to be constructed upon realignment of Riverside Road and with the residential buildings and other improvements that

are to be constructed within Camberley Club in accordance with the final planned unit development plan. Comparable materials, colors, and design features will be utilized for permanent monument signage to fit in with existing commercial and residential development surrounding the site, as well as, the proposed Camberley Club neighborhood. As a result, the proposed permanent signage will enhance the environment of the Village in conjunction with Pulte's construction of Camberley Club and the adjacent trailhead park. Furthermore, the proposed temporary marketing signage employs a traditional, two-post design that is consistent with the Village's traditional design aesthetic.

***The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.***

The requested variations for both permanent and temporary marketing signage will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located because the design of the signage is in substantial conformance with Title 12. All proposed signage will (i) adhere to the applicable setbacks of Title 12; (ii) comply with the line of sight visibility standards for the safety of both vehicular and pedestrian traffic circulation along Milwaukee Avenue and Riverside Road; (iii) satisfy the applicable construction standards; (iv) be professionally designed to form an attractive complement to surrounding development; and (v) be professionally landscaped in conformance with Title 12.

***The exterior design features of the sign will not cause a substantial depreciation in the property values in the neighborhood.***

The requested variations for permanent and temporary monument signage will not cause a substantial depreciation in the property values of the neighborhood. To the contrary, the requested variations will allow the proposed permanent signage to be integrated with design enhancements, such as attractive sign walls, pillars, and decorative fencing, for the purpose of reducing sign clutter that may otherwise result from free-standing permanent signage independent of such design enhancements. The requested variations for temporary signage will allow an increase in the maximum permitted period of display of marketing signage until the sale of the last unit in the development, which will assist in the expeditious sale of units in the development to enable Pulte's completion of the project and all associated improvements to minimize impact on adjacent properties in the neighborhood during the project's construction. Furthermore, the proposed temporary marketing signage will not negatively impact property values because the two-post design of this signage is consistent with the Village's traditional architectural style.

***The alleged difficulty or hardship is caused by Title 12 and has not been created by any persons presently having an interest in the property.***

The request for dimensional variations is strictly necessitated by the manner in which Chapter 7, “Dimension Measurement,” of Title 12 is applied to the aesthetic and functional design of the proposed permanent signage (i.e., sign walls, pillars, privacy enhancement), which are fundamental to the overall character of Camberley Club as a private, gated community. Although these characteristics present an aesthetically appealing product, they are not contemplated by the sign code due to the manner in which dimensional calculations are required to be measured for monument signage by including the entire area of the background, including any supporting framework, bracing and structure.

The request for an extension in the allowed display period for temporary marketing signage is necessary to allow marketing of units until the last unit in the development is sold rather than the issuance of the first certificate of occupancy in the development. Title 12 does not appear to contemplate temporary signage for a large-scale, multi-phased development such as Camberley Club for which use of project announcement signage is required beyond the issuance of the first Certificate of Occupancy is required. As a result, the difficulties and hardships from which variations are requested are caused by Title 12.

***The conditions upon which an application for a variance is based are unique to the property for which the variance is sought, and are not applicable, generally, to other property within the same zoning classification.***

The conditions upon which the proposed permanent signage variations are based are unique to the subject property, which is generally shielded from public visibility by both Milwaukee Avenue and Riverside Road by a considerably-sized earthen berm, which features a variety of mature landscape plantings thereon. The presence of this landscaped berm not only results in a lack of visibility of the Camberley Club community, but also restricts the number of possible locations on the subject property at which project monument signage could be constructed to a small area in the northwest corner of the subject property. Camberley Club’s design character as a private, gated community necessitates the proposed primary and secondary monument signage for which variations are now proposed. The proposed permanent sign variations will enhance both the aesthetic and functional characteristics of Camberley Club as a private, gated community.

The conditions upon which the temporary signage variations are requested to allow an increase in the maximum permitted period of display of marketing signage until the sale of the last unit in the development are unique to the petitioner’s development of the Camberley Club townhome community at the subject property. Development of that community, including use of the proposed temporary signage for which durational variations are requested, is necessary as a result of the period of time that will be required to construct all units within Camberley Club due to the size of the subject property as the single largest undeveloped parcel within the Village. Pulte’s ability to market the sale of units in the development until the last unit is sold is of critical importance to the success of the development, which is unique to the subject property.

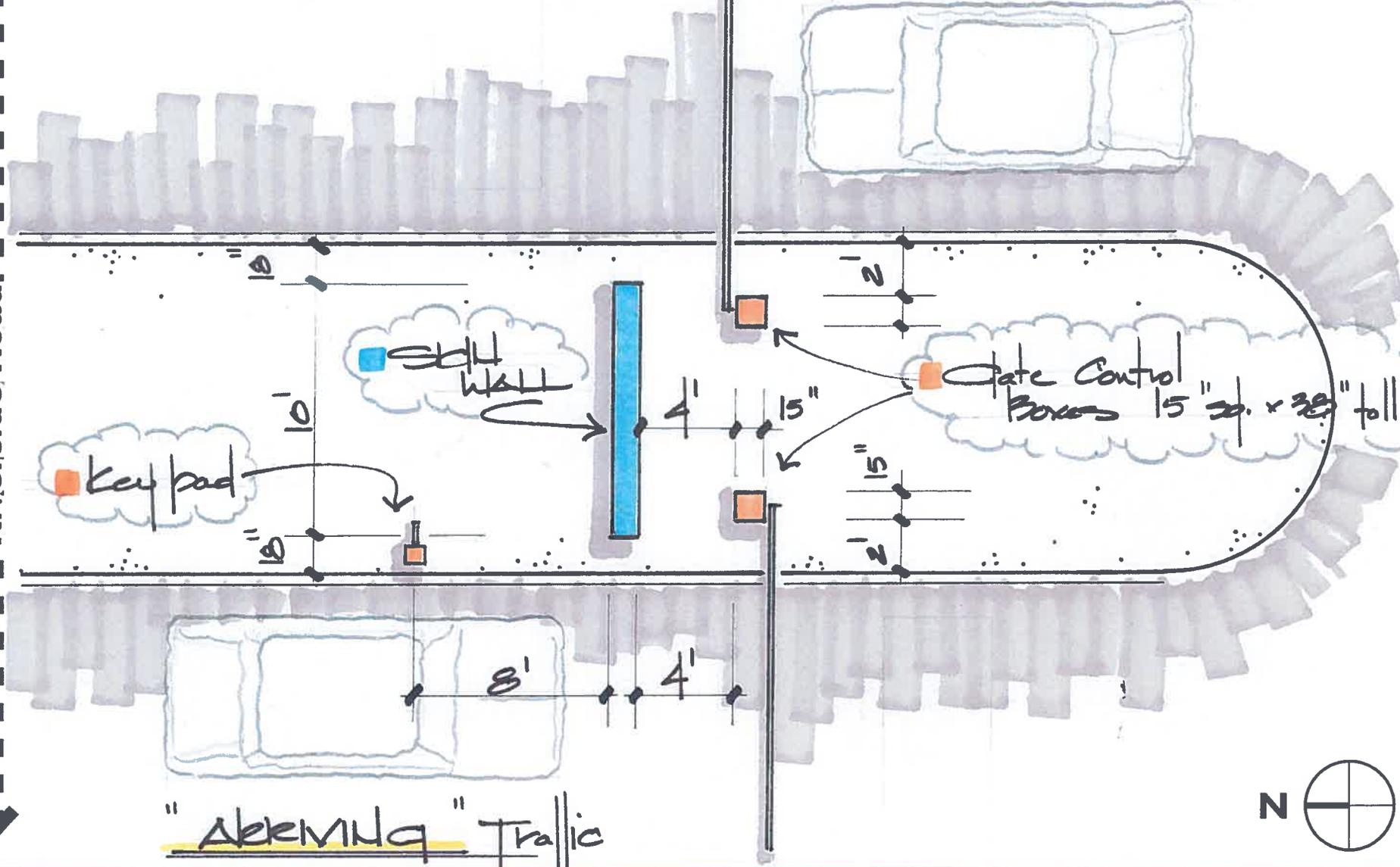




Riverside Road

"Incoming" Traffic

"Outgoing" Traffic



**REQUEST FOR BOARD ACTION**

**Subject:** Ordinance Amending Chapter 2 of Title 8 – of the Lincolnshire Village Code Village Water and Sewer Regulations (Waiver of Second Reading)

---

**Action Requested:** Consideration, Discussion, and Approval Proposed Ordinance with Waiver of First Reading (Village of Lincolnshire)

---

**Originated  
By/Contact:** Brad Burke, Village Manager

---

**Referred To:** Mayor and Village Board of Trustees

---

**Summary / Background:**

The following changes to billing regulations are proposed throughout Chapter 2 of Title 8 of the Village Code:

- **Monthly Billing** - All accounts to be billed monthly starting 2016. Previously residential accounts were billed quarterly.
- **Summer Sewer Credit** - In keeping with changes from Lake County Public Works, the Village's sewer treatment provider, the summer sewer charges for eligible customers may be 120% of average usage, rather than 110% of average usage from September 15 - November 15. Lake County will make the same change to their summer sewer credit, effective January 1, 2016.
- **Bill Due Date** - Bills are due the twenty fifth day of the month they are rendered, (for example, the bill for services from November 15 - December 15 is issued on January 1, and is due by close of business on January 25). Previously bills were due three weeks after they were issued.
- **Penalty Threshold Clarification** - Added language to address leeway for imposing late fees in the event of possible payment errors. Past due amounts must be more than \$10 to be assessed a late charge and more than \$50 to begin the disconnect process. Proposed language added to remove staff from the role of subjectively waving fees in cases of payment errors where a small balance is left unpaid. A similar process is currently in practice; however, this flexibility is not identified in the Village Code.
- **Disconnection Timeline** - Users with outstanding account balances of \$50 or more will be notified of disconnection process and fined a disconnection fee after roughly 40 days of non-payment. Previously users were notified and fined after 30 days. They will then be disconnected after roughly 51 days after the bill is issued. Previously users were disconnected after 45 days practice. The timing change is necessary to accommodate staff time and work flow for billing all accounts monthly.
- **Language Clarification** - Language changed throughout the ordinance to bring clarity and consistency.

**Recommendation:**

Staff recommends approval of proposed ordinance so that these process will be effective January 1, 2016.

**Reports and Documents Attached:**

- An Ordinance Amending Chapter 8 Of Title 2– Village Water and Sewer Regulations

<b>Meeting History</b>	
<b>Regular Village Board Meeting:</b>	<b>December 14, 2015</b>

**ORDINANCE NO. 15-xxxx-xx\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 8 –  
OF THE LINCOLNSHIRE VILLAGE CODE PERTAINING TO  
VILLAGE WATER AND SEWER REGULATIONS**

**WHEREAS**, from time to time the Village reviews its codes and regulations to ensure they are up to date and regulate matters as intended for the Village; and

**WHEREAS**, Village Staff recently undertook a review of the Lincolnshire Village Code for those purposes, and the Village Staff has recommended to the Mayor and Board of Trustees of the Village of Lincolnshire that it adopt revised regulations governing billing for the use of water and sewer services; and

**WHEREAS**, the Mayor and Board of Trustees have reviewed and considered the recommendations of the Village Staff and have considered all the facts and circumstances related to the proposed Village Code amendments;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNSHIRE, LAKE COUNTY, ILLINOIS, ACTING IN THE EXERCISE OF THEIR HOME RULE POWERS:**

**SECTION ONE:** The foregoing recitals are incorporated into this Ordinance as findings of the Mayor and Board of Trustees.

**SECTION TWO:** Title 8, Chapter 2 of the Village Code of the Village of Lincolnshire, under the title “Village Water and Sewer Regulations”, shall be revised as follows [added text **bolded and double underlined**; deleted text ~~struck through~~]:

**8-2A-1: SANITARY SEWER RATES:**

B. For service within the **corporate** Village limits, the basic user charge as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code per one thousand (1,000) gallons, based on water usage as recorded by water meters and/or sewage meters. (Amd. Ord. 96-1535-19, eff. 5/13/96)

1. 5-day, 20° centigrade biochemical oxygen demand (BOD) of 240 mg/l.
2. Suspended solids (SS) of 240 mg/l. (Ord. 92-1243-21; Amd. Ord. 93-1282-12, eff. 5/10/93)

E. The charges for sanitary service shall be made ~~quarterly~~ **monthly** for all

~~residential users and monthly for all commercial and industrial users.~~ The minimum charge shall be per ~~quarter~~ month as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code. Provided, however, that senior citizens shall be exempt from the requirement of a minimum charge and shall be charged solely on the basis of actual usage. For purposes of this provision, a senior citizen shall be defined as follows:

1. The owner and occupant a single-family residence or individual apartment, condominium or townhouse unit in the Village upon which he or she is legally obligated to pay real estate property taxes.
2. Of the age of sixty five (65) years or older; and
3. Whose household income, as defined in Title 1-9-1, does not exceed the total maximum social security benefits allowed to be collected, and each senior citizen seeking exemption hereunder must file an annual application at the beginning of each calendar year for such exemption, on forms to be provided by the Village and with such accompanying documentation as may be requested by the Village. Upon receipt of any such application and such accompanying documentation as may be required, the Village Manager or his designee shall, as soon as practicable thereafter, determine whether the applicant is a person entitled to an exemption hereunder. If the Village Manager determines that the applicant is not entitled to an exemption hereunder, the applicant shall be so notified in writing and shall have the right to appeal such decision to the Mayor and Board of Trustees whose decision shall be final. (Amd. Ord. 97-1535-59, eff. 11/10/97)

F. ~~The rate for and charge for the use of and for the service supplied by the sanitary sewer system of the Village to residents of the Village that do not receive water supply and service from the Village shall be based upon the average quarterly monthly water usage for single-family residential users within the Village as determined by the records of the Village at the start of each fiscal year. The minimum charge provided for in subsection C above shall also be applicable to the residential users who do not receive water service. The calculations of the rate and charge for such sewer users based upon the average quarterly monthly water usage for single-family residential users shall otherwise be in accordance with the provisions of subsections A, B, C and D of this Section set forth above. The rate for, and charge for the use of and for the service supplied by the sanitary sewer system of the Village for non-residential or non-resident users shall be calculated and invoiced on a per EDU basis.~~

~~Property subject to a lien for unpaid charges shall be sold for nonpayment of the same, and the proceeds of the sale shall be applied to pay the charges,~~

~~after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill-in-equity in the name of the Village. The Village Attorney is hereby authorized and directed to and may institute such proceedings in the name of the Village in any court having jurisdiction over such matters against any property for which the bill has remained unpaid forty five (45) days in the case of a monthly bill or one hundred five (105) days in the case of a quarterly bill after it has been rendered. (Ord. 87-934-20)~~

- G. During the period of May 15 to September 15 of each year, sanitary sewer charges for residential sanitary sewer customers shall not exceed one hundred and ~~ten~~ **twenty** percent (~~110%~~ **120%**) of the average usage for the preceding eight (8) month period as determined by the Village. Where sufficient information is not available, as in the case of a new customer, the credit will begin only after the accumulation of sufficient usage history takes place as determined by the Village.

~~Non-residential~~ **Commercial or industrial** sanitary sewer customers may elect to enter into a Secondary Meter Agreement (~~non-residential commercial or industrial~~) with the Village of Lincolnshire whereby sanitary sewer charges for the period of May 15 to September 15 of each year are adjusted in accordance with the terms and conditions of the agreement. (Ord. 91-1204-17, Amd. Ord. 92-1252-30, eff. 5/11/92)

### **8-2A-3: RATES OUTSIDE THE CORPORATE VILLAGE LIMITS**

- A. Water Rate. The rate for ~~nonresident~~ sewer and water users **outside corporate Village limits** shall be 110% of the resident rate plus any applicable surcharge as set forth below.

### **8-2A-4: BILLINGS AND BILLING PERIODS:**

It is hereby made the duty of the ~~Village Collector~~ **Village Treasurer** to render bills as herein provided for service, for laboratory testing and other charges, for all rates and charges in connection therewith, and to collect all monies due thereon. (Ord. 92-1261-39 eff 8/10/92)

The monthly rates for water and sewer service described in Sections 8-2A-1, 8-2A-2 and 8-2A-3 of this Chapter, shall all be computed in a manner to conform with billing periods of the Village as follows:

~~Single-Family Residential, Townhouses and Duplexes~~

All meters shall be read and billed quarterly **monthly**.

~~Commercial, Industrial, Educational, Private Clubs and Multiple Family, Except Townhouses and Duplexes and All Other Non-single Family Residential Users~~

~~All meters shall be read and billed monthly. (Ord. 87-934-20)~~

**8-2A-5: LIABILITY FOR PAYMENT:**

Said rates or charges for service established in this Article shall be payable as hereinafter provided. The owner of the premises, the occupant thereof and the user of the service shall be jointly and severally liable to pay for the service supplied such premises and the service is supplied to such premises by the Village only upon the condition that the owner of the premises, occupant and users of the service are jointly and severally liable therefor to the said Village. All bills for service shall, at the discretion of the Village Board, be rendered as of the first day of the month succeeding the period for which services are billed as provided in this Article, and shall be payable not later than the close of business on the twenty fifth calendar day of the month succeeding the period for which services are billed ~~fifteenth day of the date of the bill.~~ If payment of the full amount of the bill current charges is not made within said period, and the unpaid portion (which shall then be deemed outstanding charges) is \$10 or more, then an amount equal to ten percent (10%) of the ~~amount of the bill~~ outstanding charges shall be added thereto on ~~(e.g. bill was rendered January 1 for service from November 15 - December 15, and has not been paid as of close of business on January 25, and the outstanding charges are \$10 or more, a 10% late charge will be added to the outstanding charges of the January 1 bill).~~ (1971 Code '65-2-5; and. Ord. 74-365-41) In addition, a Discontinuing Service Administration Fee as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code will be charged for all bills past due \$50 or more as of the close of business on the tenth calendar day of the following month (e.g. bill was rendered January 1 for service from November 15 - December 15, and has not been paid as of close of business on February 10, and the past due amount is \$50 or more, a discontinuing service administration fee will be added to the January 1 bill per the comprehensive fee schedule) in excess of thirty (30) days. Such outstanding charges shall be deemed and are hereby declared to be delinquent (Ord. 87-934-20)

**8-2A-6: LIEN UPON REAL ESTATE:**

~~In the event the charges for service are not paid within thirty (30) days after rendition of the bill for such service~~ The Village may impose a lien upon

real estate for any delinquent charges. Notice of such delinquencies shall be sent to the user of the service, the occupant and if the user or occupant is not the owner, to the taxpayer shown on the tax bill for the parcel involved as the owner of record, such notice to state that the delinquency if not paid shall constitute a lien on the real estate and thereafter such delinquencies shall constitute liens upon the real estate for which service is supplied, and the Village Clerk Treasurer is hereby authorized ~~and directed~~ to and may file a notice of such lien in the office of the Recorder of Deeds of Lake County, Illinois, which said notice of such lien shall consist of a sworn statement setting out the name(s) of the owner(s) of the real estate, a description of the real estate upon or for which service was supplied, the amounts of monies due, and the date or dates when such amount or amounts became delinquent, and a notice of said lien shall be sent to the taxpayer shown on the tax bill for the parcel involved as the owner of record. In all cases where a lien has been recorded, a release fee as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code shall be charged in addition to the delinquent water or sewer charges plus current water or sewer charges. The failure of the Village Clerk Treasurer to record such notice of any such lien shall not affect the right to foreclose the lien for unpaid water bill(s), or the right to pursue any other legal remedy. (Ord. 75-420-50; amd. Ord. 93-1280-10 eff. 4/26/93)

Property subject to a lien for unpaid charges shall be sold for nonpayment of the same, and the proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. The Village Attorney is hereby authorized to and may institute such proceedings in the name of the Village in any court having jurisdiction over such matters against any property for which the bill has remained unpaid forty five (45) days. (Ord. 87-934-20)

#### **8-2A-7: DISCONTINUING SERVICE:**

In the event the previous balance charges for services, as established in this Article are not paid by the close of business of the twenty first calendar day of the following month (e.g. bill was rendered January 1 for service from November 15 - December 15, and has not been paid as of close of business on February 21) within forty five (45) days after rendition of the bill for service, such service shall be discontinued the next business day after notice is given as provided below, and shall not be reinstated until all past due bills, including an a Reinstatement of Utility Service Administration fee as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code for notification and all other penalties thereof are paid in full, together with payment made as established in the Comprehensive Fee Schedule set forth in Chapter 15 of

Title 1 of this Code for reinstating such service. (Ord. 87-934-20)

At least forty eight (48) hours before such service is discontinued, for nonpayment of charges, notice shall be given to the owner(s) of the premises, and to the occupants of the premises and users of the service if different than the owner(s), that such service shall be discontinued for nonpayment of charges. Notice shall be given by **posting notice on the principal means of ingress/egress to the customer's premises** and depositing the same in the U.S. mail, postage prepaid, addressed to the occupants of the premises, and to the owner(s) of the premises, at such addresses as are shown on the then most current records of the Village. Receipt of such notice shall be conclusively presumed from proof of mailing such notice as provided above **and an affidavit of posting certified by an authorized officer of the Village.** Service in any other manner where there is actual receipt of notice also shall be satisfactory service for the purposes of this Section. (Ord. 74-364-40)

**~~8-2A-8: COLLECTION AND ACCOUNTING OF FUNDS:~~**

~~The Village Treasurer shall receive all such monies or revenues derived from the combined waterworks and sewage system and all other funds and monies incident to the operation of such system or any part thereof as the same may be delivered to him and deposit the same in a separate fund designated as the "Combined Waterworks and Sewage Fund of the Village of Lincolnshire" and said Treasurer shall administer such fund in every respect in the manner provided by the provisions of the Ordinance entitled "AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUE OF \$280,000.00 WATERWORKS AND SEWERAGE REVENUE BONDS, OF THE VILLAGE OF LINCOLNSHIRE LAKE COUNTY ILLINOIS" heretofore adopted, and authorizing the issuance of two hundred eighty thousand dollars (\$280,000.00) waterworks and sewage revenue bonds of the Village. (1971 Code '65-2-8)~~

**8-2A-9: PROVISIONS FILED WITH RECORDER AS NOTICE:**

A copy of this Chapter, properly certified by the Village Clerk, shall be filed in the office of the Recorder of Deeds of Lake County and shall be deemed notice to all owners of real estate of their liability for service supplied to any user of the service of the combined waterworks and sanitary sewage system on their properties. (1971 Code '65-2-9)

**SECTION THREE :** This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities, and approval in the manner provided by law.

**PASSED** this \_\_\_\_ day of December, 2015, by the Corporate Authorities of the Village of Lincolnshire, on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** this \_\_\_\_ day of December, 2015.

---

Elizabeth Brandt, Mayor

**ATTEST:**

---

Barbara Mastandrea, Village Clerk