



AGENDA
COMMITTEE OF THE WHOLE MEETING
Village Hall – Board Room
Monday, June 13, 2016
Immediately following Regular Village Board Meeting

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 .

The Committee of the Whole will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so. Citizens wishing to address the Board on agenda items may speak when the agenda item is open, prior to Board discussion.

CALL TO ORDER

1.0 ROLL CALL

2.0 APPROVAL OF MINUTES

- 2.1 Acceptance of the May 23, 2016 Committee of the Whole Minutes

3.0 ITEMS OF GENERAL BUSINESS

3.1 Planning, Zoning and Land Use

- 3.11 Preliminary Evaluation of a Request for a Special Use to Permit Establishment and Operation of a Children’s Daycare Center (The Gardner School – 250 Barclay Boulevard)

- 3.12 Consideration of an Ordinance Amending the Lincolnshire Plumbing Code to Require WaterSaver Fixtures (Village of Lincolnshire)

3.2 Finance and Administration

3.3 Public Works

- 3.31 Consideration and Discussion of an Ordinance Adopting the Prevailing Wage Rates to be paid to Laborers, Mechanics and Other Workers Performing Construction of Public Works for the Village of Lincolnshire (Village of Lincolnshire)

- 3.32 Consideration of a Professional Services Contract with Bolinger Lach & Associates for Water Main Replacement and Roadway Rehabilitation Design, Permits, and Bidding Services (Pembroke Drive from Dover Circle to Astor Court) at a Cost not to Exceed \$108,881.68 (Village of Lincolnshire)

3.4 Public Safety

- 3.41 Consideration and Discussion of an Ordinance Amending Section 3-3-2-14 of Title 3, Chapter 3 (Liquor Control) of the Lincolnshire Village Code Regarding Owner/Manager Residency Requirements (Village of Lincolnshire)

- 3.42 Resolution Approving the Dissolution of the Emergency Telephone System Board (ETSB)

3.5 Parks and Recreation

3.6 Judiciary and Personne

4.0 **UNFINISHED BUSINESS**

5.0 **NEW BUSINESS**

6.0 **EXECUTIVE SESSION**

7.0 **ADJOURNMENT**



**MINUTES
COMMITTEE OF THE WHOLE MEETING
Monday, May 23, 2016**

Present:

Mayor Brandt	Trustee Feldman
Trustee Grujanac	Trustee Hancock
Trustee McDonough	Trustee Servi
Trustee Leider	Village Clerk Mastandrea
Village Attorney Christensen	Village Manager Burke
Chief of Police Kinsey	Finance Director/Treasurer Peterson
Public Works Director Woodbury	Assistant Public Works Director/Village Engineer Dittrich

ROLL CALL

Mayor Brandt called the meeting to order at 7:54 p.m. and Village Clerk Mastandrea called the Roll.

2.0 APPROVAL OF MINUTES

2.1 Acceptance of the May 9, 2016 Special Committee of the Whole Minutes – Town Meeting

The minutes of the May 9, 2016 Special Committee of the Whole – Town Meeting Minutes were approved as submitted.

2.2 Acceptance of the May 9, 2016 Committee of the Whole Minutes

The minutes of the May 9, 2016 Committee of the Whole Meeting Minutes were approved as submitted.

3.0 ITEMS OF GENERAL BUSINESS

3.1 Planning, Zoning and Land Use

3.2 Finance and Administration

3.3 Public Works

3.31 Consideration of Awarding a Contract to American Underground, Glenview, IL for Sanitary and Storm Sewer Televising and Cleaning in the Amount of \$54,867.24 (Village of Lincolnshire)

Assistant Public Works Director/Village Engineer Dittrich provided a summary of a contract to American Underground for sanitary and storm sewer televising and cleaning.

There was a consensus of the Board to place this item on the Consent

Agenda for approval at the next Regular Village Board Meeting.

3.32 Consideration of Lincolnshire Community Association’s Request to Use Village Streets for Annual Fourth of July Parade and Race and Granting a Waiver of the Village Street Usage Policy Cash Bond Requirement (Lincolnshire Community Association)

Assistant Public Works Director/Village Engineer Dittrich noted this is an annual request from Lincolnshire Community Association.

There was a consensus of the Board to place this item on the Consent Agenda for approval at the next Regular Village Board Meeting.

3.4 Public Safety

3.5 Parks and Recreation

3.51 Consideration and Discussion of Rejecting Bid from GLI Services for Construction of Downtown Pocket Park (Village of Lincolnshire)

Assistant Public Works Director/Village Engineer Dittrich provided a summary of rejecting bid from GLI Services for construction of downtown pocket park. At this point, staff is working with DK Mallon as it relates to the future development of the remaining parcels in the downtown triangle area as well as the development of the pocket park.

Village Manager Burke noted DK Mallon is planning to present to the Board in June for preliminary evaluation and recommendation through the zoning process for the development of one of the parcels in the downtown. Village Manager Burke stated if all moves smoothly relative to that process, the Village could anticipate them doing work this year and potentially the pocket park would be included as part of that work. If the potential project does not move forward, the pocket park will be discussed during the 2017 budget cycle.

There was a consensus of the Board to place this item on the Consent Agenda for approval at the next Regular Village Board Meeting.

3.52 Consideration of Park Board Recommendation Regarding Request to Use North Park for National Night Out (Village of Lincolnshire)

Chief of Police Kinsey noted this is an annual request and staff recommends approval.

Mayor Brandt asked what the date for National Night Out is this year. Chief of Police Kinsey noted National Night Out will be held on Friday, August 5, 2016. Friday night was chosen this year in the hopes to boost attendance.

There was a consensus of the Board to place this item on the Consent

Agenda for approval at the next Regular Village Board Meeting.

3.6 Judiciary and Personnel

4.0 UNFINISHED BUSINESS

4.1 Potential Fence for Lots Backing Up to Sprague School

Village Manager Burke noted he and Economic Development Coordinator Zozulya have been in conversations with a resident on Buckingham whose property backs up to Sprague School regarding a fence permit. During the Sprague School special use consideration there was some discussion about fences along both Cornell and Buckingham. The resident staff spoke with submitted a building permit for an 8' tall fence, which is permitted for residential properties adjacent to an incompatible use or one of the major roadways. Village Manager Burke noted when the Board discussed the special use ordinance for Sprague School earlier this year, there was some discussions about having a neighborhood meeting to talk about the neighbors coordinating the type, style, and design of the fence. Village Manager Burke stated staff surveyed the area and there are approximately 15 lots that back up to Sprague School that have a variety of fences already in existence. Village Manager Burke noted staff held off on having the neighborhood meeting due to the delay of the schools construction project. Village Manager Burke asked the Board if they would like staff to hold the neighborhood meeting to discuss fencing, and noted there are no regulations in the code to legislate aesthetics.

Trustee Hancock stated his opinion is it would be difficult for all residents to agree on a type of fence. Mayor Brandt stated staff could contact the fence company with which the current resident has contracted to see if the surrounding residents would get a deal if they desired to get the same fence. Trustee McDonough agreed with Mayor Brandt.

There was a consensus of the Board for staff to reach out to the fence contractor to negotiate pricing and send a letter to the neighbors if a discount was available to them for the same fencing.

5.0 NEW BUSINESS

5.1 Food Truck Friday

Trustee Grujanac noted Food Truck Friday was a success. Mayor Brandt agreed and noted there was good attendance and additional trucks. Mayor Brandt noted the next Food Truck Friday is June 3, 2016.

6.0 EXECUTIVE SESSION

7.0 ADJOURNMENT

Trustee Grujanac moved and Trustee Hancock seconded the motion to adjourn. Upon a voice vote, the motion was approved unanimously and Mayor Brandt declared the meeting adjourned at 8:11 p.m.

Respectfully submitted,

VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk

**REQUEST FOR BOARD ACTION
Committee of the Whole
June 13, 2016**

Subject:	The Gardner School - 250 Barclay Blvd.
Action Requested:	Preliminary Evaluation of a Request for Special Use to Permit Establishment and Operation of a Children's Daycare Center
Petitioner:	The Gardner School
Originated By/Contact:	Tonya Zozulya, Economic Development Coordinator Department of Community & Economic Development
Advisory Board Review:	Zoning Board

Background:

- The Gardner School, contract purchaser of the subject property, seeks a Special Use permit to establish and operate a daycare center on a vacant property at 250 Barclay Blvd, immediately south of Noah's Event Venue, as shown on the attached location map.
- The subject property is located in the O/Ic Office/Industrial Zoning District which permits daycare centers with a Special Use Permit as a commercial activity which supports corporate employees.
- It is part of the Lincolnshire Corporate Center and is subject to the Center's covenants. Van Vlissingen & Co provided conceptual approval for the proposed use in the attached email.
- Daycare centers are regulated by the Illinois Department of Children and Family Services (DCFS).

Request Summary:

- Tennessee-based Gardner School proposes to construct a 15,988-square-foot building with an enclosed 15,236-square-foot outdoor play area directly accessed from the building (see attached Site Plan). Their existing Illinois locations are in Chicago, Glenview, Oakbrook Terrace and Warrenville.
- As indicated in the attached cover letter, the proposed maximum capacity is 206 children, ages 6 months old to five years old, with the maximum enrollment projected not to exceed 190 students due to graduations, vacancies and other fluctuations.
- A total of 35 teaching and other staff is proposed to support 14 classrooms.
- The school stated their operations will require a total of 45 parking spaces on this property. By code, 32 spaces are required. The attached Site Plan shows 47 spaces, exceeding the school and code requirements.
- Proposed hours of operation are 6:30 a.m. to 6:30 p.m. Monday through Friday. The school expects the majority of drop-offs to occur between 7-9 a.m. and pick-ups- between 4 and 6 p.m.

Approval Process:

1. Zoning Board – Will hold a Public Hearing regarding the Special Use.
2. Architectural Review Board – Will conduct a design review regarding proposed exterior building elevations, landscaping, parking, lighting and signage.
3. Village Board – Will consider recommendations of both the Zoning Board and Architectural Review Board and make a final decision regarding the petitioners' request.

Staff Comments:

1. Daycare Use: The daycare use is a permitted commercial activity in the industrial zoning district with a Special Use. Other daycare centers in Lincolnshire's commercial/retail and industrial areas include: Children's Land at 400 Marriott Drive, across the street from the subject site and Bright Stars Kids University at 100 Village Green, Village Green Retail Center. The petitioner provided the attached market analysis regarding their existing competition.

2. Building Elevations: Van Vlissingen & Co. indicated in the attached email correspondence the Lincolnshire Corporate Center covenants prohibit building wall signage. The petitioner is working with Van Vlissingen & Co. to determine if the proposed Gardner School logo on the east building façade (which does not have any lettering) would meet Corporate Center Covenants. They will provide further information regarding this matter at Monday's meeting. In addition to the building logo, the school plans to propose ground signage for identification purposes.

3. Development Team Review: The Village's Development Review Team will conduct a detailed review of the proposed plans following the preliminary evaluation meeting at the Village Board. Staff will provide the petitioner with comments regarding circulation, fire access and other items prior to their request advancing to the Zoning Board.

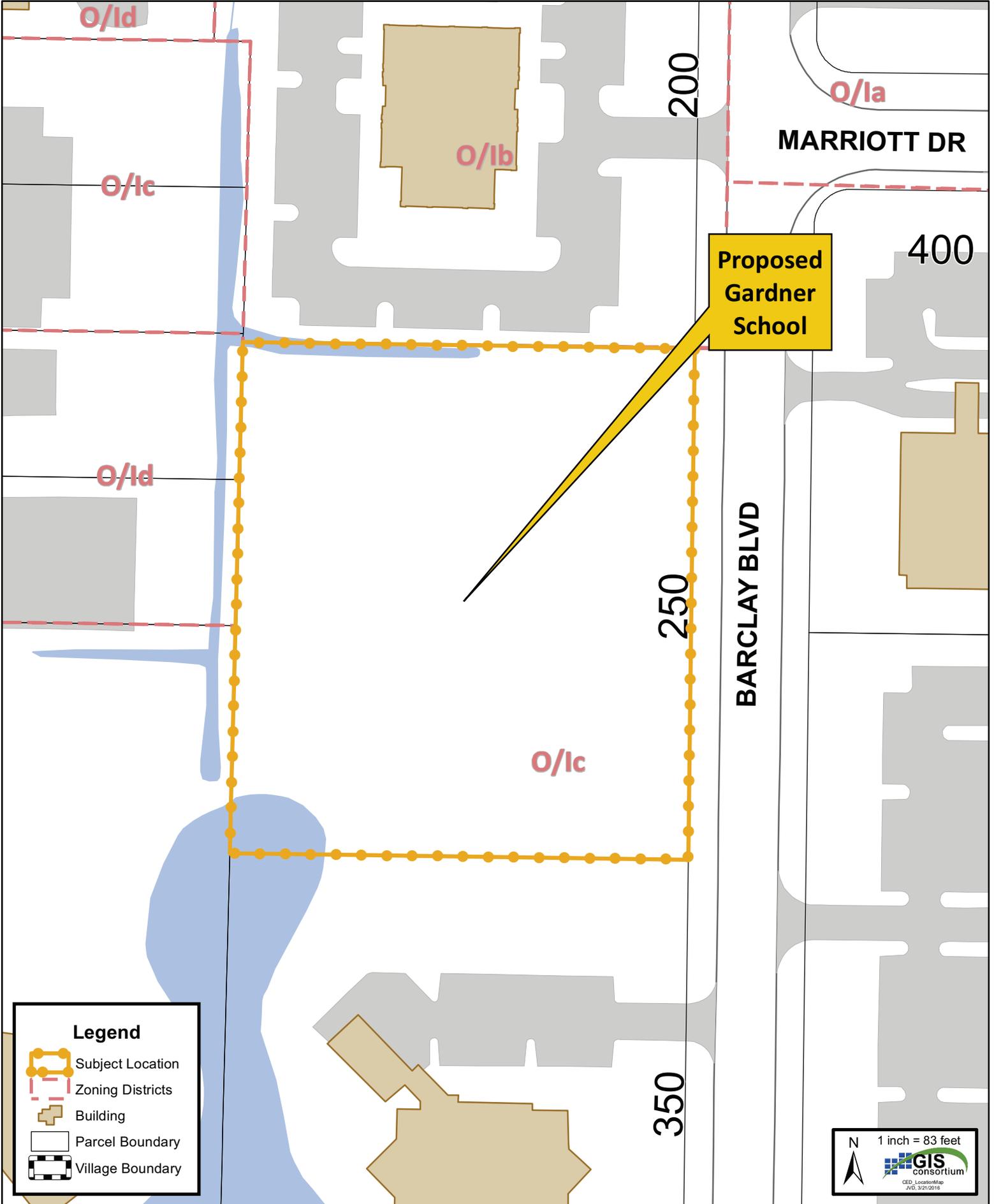
Recommendation:

Preliminary feedback from the Village Board regarding the proposal for a Special Use, and referral for a Zoning Board Public Hearing.

Reports and Documents Attached:

- Location Map, prepared by MGP Consortium.
- Presentation Packet, prepared by The Gardner School, dated May 27, 2016.
- Conceptual use approval provided by Van Vlissingen & Co.
- Zoning Code except regarding a daycare center use in the O/lc District.

Meeting History	
Current Village Board Evaluation (COW):	June 13, 2016





May 27, 2016

Mayor Elizabeth Brandt and
The Village of Lincolnshire Trustees
One Olde Half Day Road
Lincolnshire, IL 60069

Re: Request for Special Use Permit to Open a Preschool at 250 Barclay Blvd

Dear Mayor Brandt and Village Trustees:

The purpose of this letter is to apply for a Special Use Permit to open a daycare (preschool) facility at 250 Barclay Blvd in Lincolnshire, IL. I represent The Gardner School (TGS), which offers educational preschool programs for children ranging in age from six weeks to five years. TGS's program is academically focused with a research based curriculum and teaching methodology. The TGS concept was developed in 2003, and the Company opened its first school in Brentwood, TN in June of 2004. Since that time, twelve schools have been added, including five in the Chicago area in the villages of Warrenville, Oakbrook Terrace, Glenview and in the city limits of Chicago. TGS will be opening its fourteenth facility in Lincoln Park in July of 2016. This will bring the Chicagoland total to six facilities.

We have visited other preschools in the area to gauge demand and have determined that there is sufficient demand for an education based preschool in this area. Attached is the Competitive Analysis form used to determine the demand for childcare in the area. Each year, we pass on dozens of sites after studying the market and determining that there is excessive competition and unfilled classrooms in a geographic area. We believe that is not the case for this proposed location in Lincolnshire. We wholeheartedly feel the need is present in this area and we are certain this business would be a benefit to the community by providing necessary childcare services and options for working parents.

Another consideration when searching for sites is the demographic profile. The daytime population and household incomes are very strong in this area as indicated by the attached demographic profile that we used to study the market.

In addition, we build very attractive buildings with excellent curb appeal and will do so with this proposed facility. Our architect will be providing exterior elevations, which I am confident you will find appealing.

The proposed Lincolnshire facility will have a capacity of 206 children, with the highest expected enrollment being 190 due to the fact that there will always be turnover, graduation, relocation, etc. We will have fourteen classrooms and thirty teachers. The total staff, including administration and kitchen staff, will be thirty-five. The building will be 15,988 square feet and the playground will be approximately 14,000 square feet. The facility will require no more than 45 parking spaces and will feature a large indoor play area for inclement weather, a computer lab, a dedicated enrichment studio, and a private room for nursing mothers. TGS also utilizes the PreciousStatus app, which provides "real-time" communication and updates to parents regarding each child's day. The exterior door and the door from the lobby to the classrooms both require keypad access. Hours of operation will be 6:30 am – 6:30 pm.

Child drop-off and pick-up primarily occur daily between 7:00 a.m. and 9:00 a.m. and 4:00 p.m. and 6:00 p.m. With this naturally staggered drop-off and pick-up window, there is never a surge in traffic as parents travel to and from work at various times.

TGS differentiates ourselves from our competitors in several significant ways. First and foremost, we offer an academically oriented research based curriculum, which provides a comprehensive learning environment, even for our youngest students. Research suggests that the richer a child's environment, the more neural connections the brain creates. TGS's DLM Early Childhood Express is designed to match instruction with the latest research regarding how children learn and develop. Secondly, all lead teachers and administration within each school are required to have four-year degrees in Early Childhood Education, or a closely related field. Additionally, TGS's extracurricular "Enrichment Program" offers in-house, semi-private lessons including instruction in foreign language, music and drama, sports readiness, dance and ballet, gymnastics and Be Smart Kids computer instruction. To further differentiate TGS as an academically-focused private preschool, students who are three years and older are required to wear uniforms. Each facility is equipped with a full scale cafeteria and a dedicated Chef that prepares health conscience, nutritionally-balanced meals. We have more details about our curriculum on the website referenced below.

TGS goes to great lengths to keep our website current with information about our company and our individual childcare centers. We encourage you to visit our website at www.thegardnerschool.com.

We would be delighted to set up a tour of one of our nearby facilities so that Lincolnshire staff can observe our operations firsthand.

Please contact me at 615-613-0376, #107 with any questions.

Respectfully,



Jay Joiner
SVP Real Estate Development
278 Franklin Road, Suite 100
Brentwood, TN 37027

jay.joiner@thegardnerschool.com

615-613-0376, #107 office

615-456-8575 - cell



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THE GARDNER SCHOOL
 250 BARCLAY BLVD
 LINCOLNSHIRE, IL 60069

REVISION
PRELIMINARY MAKE BOARD SUBMITTAL 06/09/2016

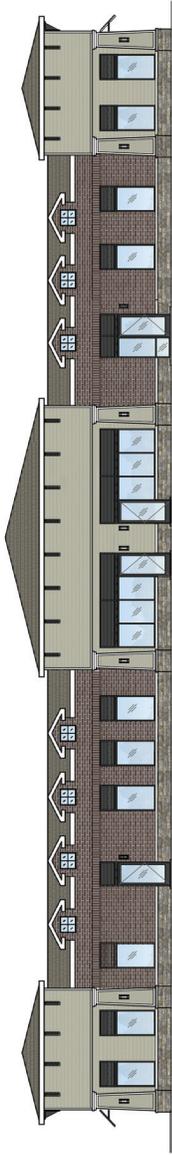
SHEET TITLE
 BUILDING ELEVATIONS

SHEET NO
A050



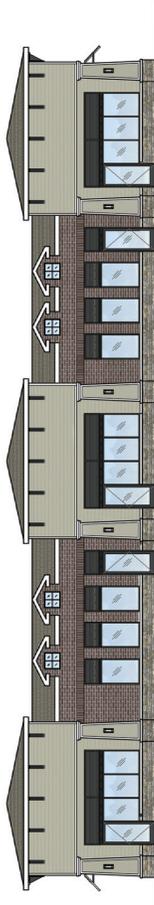
17 EAST ELEVATION - PRELIMINARY

SCALE: 1/8"=1'-0"



22 NORTH ELEVATION - PRELIMINARY

SCALE: 1/8"=1'-0"



23 WEST ELEVATION - PRELIMINARY

SCALE: 1/8"=1'-0"



24 SOUTH ELEVATION - PRELIMINARY

SCALE: 1/8"=1'-0"

FINISH LEGEND:

-  LIGHT COLORED GRANITE, PAVONIA STONE
-  BRICK, COMMON, BRICKWORK
-  LIGHT COLORED GRANITE, PAVONIA STONE
-  BRICK, COMMON, BRICKWORK
-  LIGHT COLORED GRANITE, PAVONIA STONE
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-  BRICK, COMMON, BRICKWORK
-  LIGHT COLORED GRANITE, PAVONIA STONE
-  BRICK, COMMON, BRICKWORK



NORR
 PROJECT: 250 BARCLAY BLVD
 LINCOLNSHIRE, IL 60069

250 BARCLAY BLVD
 LINCOLNSHIRE, IL 60069
 630.234.1111
 www.norr.com

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THE GARDNER SCHOOL
 250 BARCLAY BLVD
 LINCOLNSHIRE, IL 60069

REVISION	DATE
PRELIMINARY VILLAGE BOARD SUBMITTAL	06/09/2018

SHEET TITLE
 NOTED FLOOR PLAN
 & DOOR SCHEDULE

SHEET NO
A101

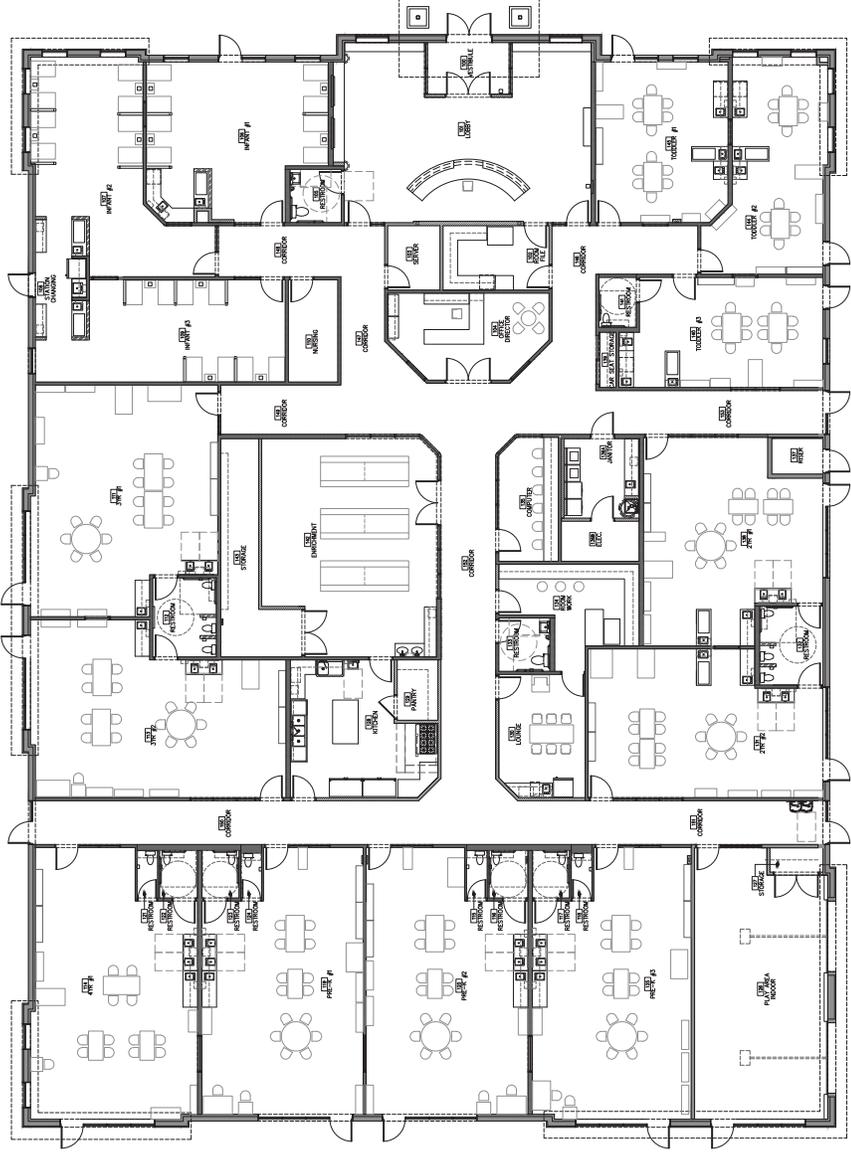
KEYED NOTES: INDICATED BY SYMBOL.

SYMBOLS LEGEND:

PARTITIONS LEGEND:

- WINDOW TAG
- DOOR TAG
- DETAIL NUMBER
- SHEET NUMBER
- PARTITION TYPE
- KEYED NOTE

- NEW CONSTRUCTION - EXTERIOR WALL
- NEW CONSTRUCTION - INTERIOR PARTITION
- NEW CONSTRUCTION - INTERIOR LOW PARTITION
- NEW CONSTRUCTION - INTERIOR PARTITION w/ e-11 SOUNDANT RELATION



16 NOTED FLOOR PLAN
 SCALE: 1/8" = 1'-0"

Demographics

300 Barclay Boulevard, Lincolnshire, IL

04/22/2016



Trade Area:	1-Mile	2-Mile	3-Mile	5-Mile
<u>2015 Population and Household</u>				
Total Population	5,091	20,885	52,436	165,134
Total Households	2,325	7,933	19,404	62,488
Average Household Size	2.17	2.60	2.67	2.61
Per Capita Income	\$67,492	\$67,374	\$58,950	\$50,212
<u>2015 Business Summary</u>				
Total Employees	19,741	34,695	56,181	158,200
Total Businesses	504	1,353	2,765	8,449
Estimated Daytime Population*	22,725	44,869	80,317	234,403
<u>2015 Households by Income</u>				
<\$15,000	5.72%	4.39%	4.20%	5.29%
\$15,000 - \$24,999	2.62%	2.65%	3.37%	5.18%
\$25,000 - \$34,999	5.33%	4.34%	4.40%	6.30%
\$35,000 - \$49,999	11.53%	7.45%	7.21%	10.15%
\$50,000 - \$74,999	12.90%	12.15%	13.82%	15.39%
\$75,000 - \$99,999	13.16%	10.61%	12.02%	12.83%
\$100,000 - \$149,999	17.03%	15.62%	17.03%	15.86%
\$150,000+	31.70%	42.80%	37.95%	29.00%
Median Household Income	\$96,954	\$122,471	\$110,944	\$88,332
Average Household Income	\$148,389	\$171,733	\$156,722	\$132,678
<u>2020 Population and Household Estimates</u>				
Total Population	5,275	21,168	52,732	166,664
Total Households	2,422	8,088	19,620	63,349
Median Household Income	\$106,845	\$134,697	\$123,641	\$101,021
Average Household Income	\$161,629	\$190,016	\$175,863	\$149,768
<u>2015 Population by Race</u>				
White	72.91%	78.01%	77.39%	76.17%
Black	1.06%	1.02%	1.30%	1.64%
American Indian, Eskimo or Aleut	0.02%	0.05%	0.13%	0.33%
Asian	24.36%	18.83%	17.67%	14.02%
Pacific Islander	0.00%	0.01%	0.02%	0.03%
Other	1.65%	2.08%	3.49%	7.81%
<u>2015 Population by Ethnicity</u>				
Hispanic Origin	3.03%	3.12%	5.51%	13.81%
Non-Hispanic Origin	97.01%	96.88%	94.49%	86.19%
<u>2015 Population by Sex</u>				
Female	2,697	10,788	26,901	84,625
Male	2,394	10,097	25,535	80,509

* $[(Total\ Population) + (Total\ Employees)] - (Workers\ Living\ in\ Area)$



All information supplied is from sources deemed reliable and is furnished subject to errors, omission, modifications, removal of the listing from sale, and to any listing conditions, including the rates and manner of payment of commissions for particular offerings imposed by principals or agreed to by this Company, the terms of which are available to principals or duty licensed brokers. Any square footage dimensions set forth are approximate.

Source: ESRI, 2015
Estimates and Projections

Demographics

300 Barclay Boulevard, Lincolnshire, IL

04/22/2016



Trade Area: 1-Mile 2-Mile 3-Mile 5-Mile

2015 Population by Age

Under 5	3.34%	3.77%	4.45%	5.23%
5 - 14	10.69%	12.90%	13.33%	13.54%
15 - 24	8.72%	11.58%	12.16%	11.93%
25 - 44	16.11%	18.43%	21.12%	23.41%
45 - 64	25.84%	33.82%	33.18%	30.46%
65 - 74	9.79%	8.68%	8.59%	8.69%
75 - 84	15.48%	6.86%	4.65%	4.36%
85+	10.02%	3.96%	2.54%	2.38%
Median Age	52.90	47.10	44.20	42.00

2015 Housing Units

Owner Occupied Housing Units	52.48%	70.54%	74.47%	72.36%
Renter Occupied Housing Units	34.20%	22.66%	20.27%	22.36%
Vacant	13.28%	6.79%	5.27%	5.28%

2015 Owner Occupied Housing Units by Value

Total Units	1,407	6,004	15,253	47,725
<\$50,000	0.07%	0.05%	0.05%	0.28%
\$50,000 - \$99,999	0.28%	0.18%	0.36%	1.76%
\$100,000 - \$149,999	0.64%	0.82%	2.03%	5.73%
\$150,000 - \$199,999	1.49%	2.43%	5.33%	9.33%
\$200,000 - \$299,999	9.03%	12.51%	19.02%	21.47%
\$300,000 - \$499,999	46.06%	35.08%	38.01%	31.88%
\$500,000 - \$999,999	37.31%	43.40%	30.11%	23.40%
\$1,000,000+	5.12%	5.53%	5.09%	6.14%
Median Home Value	\$461,131	\$494,275	\$407,078	\$359,948
Average Home Value	\$520,167	\$540,107	\$478,000	\$441,243

2015 Population 25+ by Educational Attainment

Total Population 25+	3,932	14,982	36,738	114,438
Less Than 9th Grade	0.76%	1.12%	1.52%	3.64%
Some High School	1.17%	0.88%	1.53%	2.61%
High School Graduate	14.70%	10.31%	11.20%	14.07%
GED	0.36%	0.49%	0.70%	1.24%
Some College, No Degree	14.45%	11.24%	13.24%	15.15%
Associate's Degree	5.21%	5.10%	5.18%	5.40%
Bachelor's Degree	30.09%	35.77%	35.67%	33.32%
Master's / Professional / Doctorate Degree	33.27%	35.10%	30.97%	24.57%



All information supplied is from sources deemed reliable and is furnished subject to errors, omission, modifications, removal of the listing from sale, and to any listing conditions, including the rates and manner of payment of commissions for particular offerings imposed by principals or agreed to by this Company, the terms of which are available to principals or duty licensed brokers. Any square footage dimensions set forth are approximate.

Source: ESRI, 2015
Estimates and Projections

Demographics

300 Barclay Boulevard, Lincolnshire, IL

04/22/2016



Trade Area:	1-Mile	2-Mile	3-Mile	5-Mile
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2015 Employed Population 16+ by Occupation

White Collar

Management/Business/Financial	35.03%	30.78%	28.34%	22.87%
Professional	32.32%	34.18%	33.59%	31.76%
Sales	13.19%	15.39%	14.17%	13.70%
Administrative Support	10.20%	9.56%	10.86%	11.73%

Blue Collar

Farming/Forestry/Fishing	0.28%	0.21%	0.28%	0.12%
Construction/Extraction	1.19%	1.39%	1.63%	2.42%
Installation/Maintenance/Repair	1.76%	1.36%	2.14%	4.00%
Production	2.09%	1.90%	2.66%	4.52%
Services	2.71%	3.10%	3.76%	5.14%
Transportation/Materials Moving	1.28%	2.12%	2.56%	3.73%

2000 Workers 16+ Transportation to Work

Drove Alone - Car, Truck or Van	78.85%	81.12%	81.04%	80.03%
Carpooled - Car, Truck or Van	5.68%	5.48%	6.39%	8.14%
Public Transportation	7.69%	6.81%	6.07%	5.49%
Walked	0.21%	0.35%	0.49%	1.01%
Other Means	1.22%	0.65%	0.73%	0.82%
Worked at Home	6.34%	5.59%	5.28%	4.51%

2000 Workers 16+ by Travel Time to Work

Less than 5 Minutes	2.24%	1.61%	1.69%	1.69%
5 to 9 Minutes	7.75%	6.02%	6.45%	7.88%
10 to 19 Minutes	21.86%	22.48%	22.78%	25.14%
20 to 24 Minutes	14.88%	14.15%	13.21%	14.19%
25 to 34 Minutes	18.25%	22.49%	22.57%	21.43%
35 to 44 Minutes	9.63%	9.09%	10.13%	9.34%
45 to 59 Minutes	11.26%	11.70%	11.37%	9.56%
60 to 89 Minutes	9.24%	8.46%	8.37%	7.85%
90 or More Minutes	4.89%	4.02%	3.43%	2.92%
Average Travel Time to Work	31.70	30.74	29.96	28.81



Demographics

300 Barclay Boulevard, Lincolnshire, IL

04/22/2016



Trade Area: 1-Mile 2-Mile 3-Mile 5-Mile

2015 Consumer Expenditures per Household

Apparel & Accessories

Total Apparel	\$4,470.59	\$5,170.05	\$4,757.27	\$4,069.11
Men's Apparel	\$855.68	\$986.86	\$907.95	\$774.55
Women's Apparel	\$1,588.11	\$1,817.66	\$1,662.78	\$1,417.01
Children's Apparel	\$677.06	\$801.08	\$749.50	\$647.46
Infant Apparel (Under 2)	\$169.50	\$194.14	\$184.81	\$163.94
Footwear	\$845.26	\$968.52	\$895.29	\$776.43
Watches & Jewelry	\$299.15	\$357.12	\$325.59	\$272.09

Food and Dining

Total Food	\$16,118.24	\$18,342.78	\$16,881.48	\$14,511.83
Food at Home	\$9,746.72	\$10,989.11	\$10,110.66	\$8,735.57
Food Away From Home	\$6,371.52	\$7,353.67	\$6,770.82	\$5,776.26
Food at Restaurants	\$5,828.95	\$6,695.85	\$6,174.76	\$5,285.44
Food on Trips	\$978.16	\$1,164.20	\$1,053.58	\$874.91

Personal Care & Exercise

Personal Care Products	\$871.83	\$1,005.60	\$924.03	\$794.73
Sports & Exercise Equipment	\$352.25	\$432.79	\$398.32	\$333.11

Home & Health

Total Furniture	\$1,016.43	\$1,196.41	\$1,089.47	\$914.15
Home Furnishings	\$3,562.35	\$4,170.50	\$3,811.32	\$3,219.14
Home Improvement	\$3,838.64	\$4,580.57	\$4,069.14	\$3,294.11
Toys & Games	\$228.13	\$261.87	\$243.28	\$209.03
Prescription Drugs	\$942.74	\$1,049.17	\$941.30	\$798.36
Pets	\$1,057.05	\$1,239.96	\$1,128.13	\$951.45



All information supplied is from sources deemed reliable and is furnished subject to errors, omission, modifications, removal of the listing from sale, and to any listing conditions, including the rates and manner of payment of commissions for particular offerings imposed by principals or agreed to by this Company, the terms of which are available to principals or duty licensed brokers. Any square footage dimensions set forth are approximate.

Source: ESRI, 2015
Estimates and Projections

TGS COMPETITIVE ANALYSIS FOR: 250 Barclay, Lincolnshire, IL

GENERAL INFORMATION	Competitor #1	Competitor #2	Competitor #3	Competitor #4
Childcare Facility Name	Children's Land Learning Ctr	Bright Stars Kids University	KidTown USA	Tamarack Country Day School
Address	400 Marriott Dr	100 Village Green #100	1425 Busch Parkway	23970 N. Elm Rd
City	Lincolnshire	Lincolnshire	Buffalo Grove	Lincolnshire
State	IL	IL	IL	IL
Zip Code	60069	60069	60089	60069
Phone Number	847-955-1125	847-955-0000	847-520-5437	847-634-3345
Website Address	childrenslandusa.com	starsuniversity.com	kidtownusabuffalogrove.com	tamarackdaycamp.com
Contact/Title of Person spoke with	Irina	Ayana		
- Rate Professionalism (1 to 10)	5	3		
Approximate Distance from TGS Site in Miles	across the street	1 mile	2.1 miles	2 miles
HOURS OF OPERATION				
Hour Center Opens (AM)	630	700	730	900
Hour Center Closes (PM)	630	630	600	315
PROGRAMMING				
Youngest Program Offered	6 weeks	2 year olds	5yr olds	3
Oldest Program Offered	6 year olds	6 year olds	12 year olds	Pre-K
PART-TIME PROGRAM OFFERING				
Part-time Program Offered	yes	yes		yes
Half-time Offered (Morning or afternoon attendance programs)	yes		yes	yes
PROGRAM FEATURES				
Teacher (Lead) Qualifications	State/Some BA/BS	all degreed teachers	State/some BA/BS	
Accreditation (NAEYC, SACS, etc.)	no			naeyc
Meals Provided (included in Tuition or Extra)	BLS	catered meals	Dee's Catering Service	
Amenities (Pool, Gym, Indoor Playground, Computer Lab, etc.)	none			
Enrichment Programs Offered (Put "yes" or "no" and price per wk)				
Dance	yes	1x week included		
Music	yes	3x week included		
Drama				
Computer Instruction				
Foreign Language (specify which one)	Russian or Spanish			
Martial Arts	yes			
Sports Related (Tee Ball, Sports Readiness, etc.)				
Others (List)	art	yoga 1x week/art 1x week		
CENTER CAPACITY / CURRENT ENROLLMENT				
Center Capacity	150	70		
Current Enrollment	150	70		
% (auto calculate)				
WAITING LIST BY AGE GROUP				
Infant - Toddler	yes	no		
Toddler	yes	no		
Two's	yes	no		
Preschool	yes	no		
PRICING PER WEEK				
Infant (0-16 Months)				
Full Time - 5 Full Days	\$360.00	n/a		
Toddler (16-24 Months)				
Full Time - 5 Full Days	\$285.00	n/a		
Two's				
Full Time - 5 Full Days	\$285.00	\$255.00		
Preschool (3 yrs -5yrs)				
Full Time - 5 Full Days	\$260.00	\$255.00		
Annual Registration Fees				
Per Child		\$20.00 annual		\$500.00
Per Family				
Discounts for Multiple Children ("yes" or "no")				
Second Child (% or \$ amount)	10%	10%	10%	
Third Child (% or \$ amount)				
Specific Company or Corporate Discounts?				
	opened in 2009	NOT TRUE COMPETITOR	NOT A COMPETITOR	NOT A COMPETITOR
	old building	ONLY OFFER FOR 2 YRS +	AFTER SCHOOL ENRICHMENT PROGRAM	PART TIME MOTHER'S DAY OUT PROGRAM
	former Minnee-Subee			
	Field trips for ages 3 and up			
	accepts government assistance			
	will have space in the summer			

Tonya Zozulya

From: Charles Lamphere <crl@vvco.com>
Sent: Friday, June 03, 2016 2:38 PM
To: Bryan Slonski; Jay Joiner; Tonya Zozulya
Cc: Nicholas Zager; Brian Sredojevic
Subject: RE: The Gardner School - 250 Barclay Blvd - Request for Special Use Permit

Hi Tonya,

Confirming our telephone conversation, we concur that a daycare center / school would be an acceptable use at 250 Barclay Boulevard, which should be enough to keep the project moving forward. However, given the understandably incomplete packet, we cannot provide the LCC I Association architectural, signage and landscaping review letter at this time.

While the information provided is incomplete and subject to further review, I just want to remind all concerned that the LCC I Association allows monument signage but NOT signs on buildings. All signage, architectural and landscaping plans will remain subject to further review once they are completed.

Thank you.

Chuck

Charles R. Lamphere
President, CEO
Van Vlissingen and Co.
1 Overlook Point, Suite 100
Lincolnshire, IL 60069

847.634.2300 (w)
847.634.9598 (f)

www.vvco.com

O/I DISTRICT USES				
	P = Permitted SU = Special Use			
Assembly Uses	O/la SU	O/lb SU	O/lc SU	O/ld SU
<ul style="list-style-type: none"> As defined in Section 6-2-2. The total amount of Assembly Uses shall not exceed 50,000 square feet of gross building area for the entirety of the O/I District. 				
Attached or detached structured parking garage	O/la P	O/lb P	O/lc P	O/ld P
<ul style="list-style-type: none"> The height of all structured parking garages shall not exceed fifty percent (50%) of the height of the principal building. Structured parking garages shall not be closer to the front lot line of the property than the principal building. Attached parking garages shall be of the same architectural design and constructed of the same exterior materials as the principal building, except for a glass curtain-walled principal building, where alternate but compatible exterior materials shall be substituted. Detached parking garages shall be compatible in architectural design as the principal building. All areas surrounding the structured parking garage shall be landscaped as if it were a principal building. In no instance shall the structured parking garage exceed the gross floor area of the principal building. 				
Automotive repair facility, as defined in Chapter 2 of this Title	O/la	O/lb P	O/lc P	O/ld P
<ul style="list-style-type: none"> As defined in Section 6-2-2 				
Auxiliary use	O/la P	O/lb P	O/lc P	O/ld P
<ul style="list-style-type: none"> Shall be incidental to and to service the principal use or for the convenience of the employees, including but not limited to, financial institutions without drive-through facilities, pharmacy/drug store, retail sales, cafeteria, and private recreational facility. Shall be located within the principal building. No exterior display of the auxiliary use shall be permitted. 				
Commercial Service Activity	O/la SU	O/lb SU	O/lc SU	O/ld SU
<ul style="list-style-type: none"> Commercial activities shall include, but not limited to, vehicle fueling stations which may include vehicle washes, restaurants, bank and financial institutions which may include drive-through facilities, child daycare facilities, pet day care facility, and car rental facilities primarily intended to service the uses established in the district and employees thereof. Pet day care facilities shall not include any overnight boarding/kenneling of animals. 				
Dispensary Organization, as defined in Chapter 2 of this Title	O/la	O/lb	O/lc	O/ld SU
<ul style="list-style-type: none"> Shall comply with all provisions of the Compassionate Use of Medical Cannabis Pilot Program Act (Illinois Public Act 098-0122), and the regulations promulgated by the Department of Financial and Professional Regulation and Illinois Department of State Police. Shall not be located within 1,000 ft. of the property line of a pre-existing public or private preschool or elementary or secondary school, day care center, day care home, group day care home, or part day child care facility. For the purpose of this Chapter, "pre-existing" means operating prior to September 8, 2014. Shall not be permitted in a multiple-tenant property and/or structure. Drive-through facilities are prohibited. Shall operate for a minimum of 35 hours a week, only between 6:00 AM and 8:00 PM, local time, and shall not operate uninterrupted for a 24 hour period. Medical cannabis, medical cannabis infused products, medical cannabis paraphernalia, or similar products shall not be displayed for public view from the exterior of the Dispensary Organization. 				

**REQUEST FOR BOARD ACTION
Committee of the Whole
June 13, 2016**

Subject: Consideration of an Ordinance Amending the Lincolnshire Plumbing Code to require WaterSaver Fixtures

Action Requested: Consideration and Direct Placement on the June 27, 2016 Consent Agenda for Approval

**Originated
By/Contact:** Mike Jesse, Building Official

Referred To: Village Board

Summary / Background:

The Illinois Department of Natural Resources (IDNR) has mandated all communities receiving drinking water from Lake Michigan amend their Codes to require WaterSaver labeled plumbing fixtures. The Illinois Department of Public Health (IDPH), who oversees all aspects of the Illinois Plumbing Code, requires that any amendments to a municipality's plumbing code be approved by IDPH. Staff received tentative approval to this proposed Ordinance from IDPH, and must adopt it locally in order to receive final approval. Once final approval is received from IDPH, Village Officials will be able to enforce the requirements of the IDNR.

Budget Impact:

Negligible impact to contractors and residents, as most available fixtures are labeled in accordance with the U.S. Environmental Protection Agencies WaterSense program.

Recommendation:

Staff recommends direct placement of the draft ordinance on the June 27, 2016 meeting agenda for approval.

Reports and Documents Attached:

- Draft Ordinance
- Tentative approval letter from IDPH

Meeting History	
Initial Referral to Village Board (COW):	June 13, 2016
Regular Village Board Meeting:	

VILLAGE OF LINCOLNSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 4
OF THE VILLAGE OF LINCOLNSHIRE**

ADOPTED BY THE
MAYOR AND VILLAGE BOARD
OF THE
VILLAGE OF LINCOLNSHIRE
THIS _____, 2015.

Published in pamphlet form
by the authority of the Mayor
and Village Board of the
Village of Lincolnshire, Lake
County, Illinois this _____
day of _____, 2015.

VILLAGE OF LINCOLNSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 4
OF THE VILLAGE OF LINCOLNSHIRE**

WHEREAS, the Village of Lincolnshire (the “Village”) is an Illinois home-rule municipal corporation organized and operating under the Illinois Municipal Code and the Constitution of the State of Illinois; and

WHEREAS, the Village exercises authority to adopt and enforce regulations regarding the manner in which buildings are constructed and has codified such rules in Title 5, Chapter 4 (Building Codes) of the Lincolnshire Village Code;

WHEREAS, the Village desires to amend its Building Codes and adopt by reference the published compilation of rules and regulations which have been prepared by nationally recognized technical trade or service associations, including but not limited to building codes; plumbing codes; electrical wiring codes and fire prevention codes;

WHEREAS, full and complete copies of the regulations sought to be adopted by reference in this ordinance, as more specifically described herein, have been placed on file with the Village Clerk and made available for public review and inspection for not less than thirty (30) days preceding the date of this Ordinance;

WHEREAS, an identification of the regulations sought to be adopted by this ordinance, as more specifically described herein, has been provided to the Illinois Building Commission, now known as the Illinois Capital Development Board, Division of Building Codes and Regulations, for posting on the Internet, not less than thirty (30) days preceding the date of this Ordinance.

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

Section 1. **Recitals.** The foregoing recitals represent the Corporate Authorities' findings of fact and shall be incorporated as though fully set forth herein.

Section 2. **Adoption of Rule**

Pursuant to 17 Ill. Admin. Code 3730.307(c)(4) and subject to the Illinois Plumbing Code (77 Ill. Admin. Code 890) and the Lawn Irrigation Contractor and Lawn Sprinkler System Registration Code (77 Ill. Admin. Code 892), be it hereby ordained that in the Village of Lincolnshire, all new plumbing fixtures and irrigation controllers installed after the effective date of this ordinance shall bear the WaterSense label (as designated by the U.S. Environmental Protection Agency WaterSense Program), when such labeled fixtures are available.

Section 3. **Penalties.** The penalty provisions described in the several international codes adopted by reference by this ordinance are not adopted by the Village. The penalty provisions described in the Comprehensive Fine/Penalty Schedule contained in Title 1, Chapter 17 of the Village Code for violations of the above-referenced codes are hereby re-adopted and affirmed with respect to the new editions of the international codes adopted hereby.

Section 4. **Reference copies.** The Village Clerk shall place at least 3 copies of the regulations adopted herein on file and make such copies available for public review and inspection.

Section 5. **Severability.** If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. **Repealer and Effective Date.** All prior ordinances and parts of ordinances in conflict herewith are hereby repealed. This Ordinance be in full force and effect forthwith upon its adoption, approval and publication in the manner provided by law.

SO ORDAINED this _____ Day of _____, 2015, at Lincolnshire, Lake County, Illinois.

AYES:

NAYS:

ABSENT:

APPROVED:

Elizabeth Brandt, Mayor

ATTEST:

Barbara Mastandrea, Village Clerk



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

May 5, 2016

Michael Jesse CBO, CFM
Building Official
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, Illinois 60069

RE: Draft Ordinance Submittal Review – Village of Lincolnshire

Dear Mr. Jesse:

The Illinois Department of Public Health (“IDPH” or “Department”) has reviewed the submittals provided by the Village of Lincolnshire (the “Village”), received on April 29, 2016 for local amendments related to the Illinois Plumbing Code (the “Code”; 77 Ill. Adm. Code 890). Pursuant to Section 36 of the Illinois Plumbing License Law (the “Law”; 225 ILCS 320/36) and Section 750.800(b) of the Illinois Plumbers Licensing Code (68 Ill. Adm. Code 750.800(b)), IDPH is authorized to review and approve proposed ordinances of governmental units related to the design of plumbing materials and the operation and maintenance of plumbing systems. The Village’s proposed local amendments have been individually reviewed and the following are tentatively approved by the Department:

- Pursuant to 17 Ill. Admin. Code 3730.307(c)(4) and subject to the Illinois Plumbing Code (77 Ill. Admin. Code 890) and the Lawn Irrigation Contractor and Lawn Sprinkler System Registration Code (77 Ill. Admin. Code 892), be it hereby ordained that in the Village of Lincolnshire, all new plumbing fixtures and irrigation controllers installed after the effective date of this ordinance shall bear the WaterSense label (as designated by the U.S. Environmental Protection Agency WaterSense Program), when such labeled fixtures are available.

To proceed please provide your tentatively approved local ordinances to your village board or council for adoption. Once adopted the Village of Lincolnshire shall provide a certified copy of the adopted ordinance, accompanied by a letter acknowledging that IDPH-approved ordinances are subject to Section 750.800 of the Plumbers Licensing Code, to IDPH. Whereupon, IDPH will issue Certificates of Approval for the IDPH-approved local ordinance amendments.

Please refer any questions concerning the approval process to Darrah Dunlap, Public Health Policy Analyst, at darrah.dunlap@illinois.gov or 217-785-2065.

Best Regards,

Justin DeWitt, P.E., LEED AP
Chief, General Engineering

REQUEST FOR BOARD ACTION
COMMITTEE OF THE WHOLE
June 13, 2016

Subject:	Prevailing Wage Rates
Action Requested:	Consideration and Discussion of an Ordinance Adopting the Prevailing Wage Rates to be Paid to Laborers, Mechanics and Other Workers Performing Construction of Public Works for the Village of Lincolnshire (Village of Lincolnshire)
Originated By/Contact:	Walter Dittrich, P.E. Assistant Public Works Director/Village Engineer
Referred To:	Village Board

Summary / Background:

The Village of Lincolnshire is required by the State of Illinois "Prevailing Wage Act" to establish wage rates annually for construction projects under our control. Lincolnshire must investigate and ascertain the prevailing rate of wages to be paid for laborers, mechanics and workers performing construction of Public Works projects in Lake County.

The attached ordinance, *An Ordinance Adopting the Prevailing Wage Rates to be paid to Laborers, Mechanics and other Workers Performing Construction of Public Works for the Village of Lincolnshire*, includes the Illinois Department of Labor listing for prevailing wages for construction projects in Lake County. The currently posted list at the Illinois Department of Labor website, dated July 2015, is attached for Village Board reference.

Any contractor performing Public Works for the Village of Lincolnshire must pay at least the prevailing wage rate for workers in each category.

820 ILCS 130/2 defines "Public Works" as "all fixed works constructed or demolished by any public body, or paid wholly or in part out of public funds." Construction is defined as "all work on public works involving laborers, workers or mechanics. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented."

Budget Impact:

N/A

Service Delivery Impact:

N/A

Recommendation:

Consideration and direct placement on the June 27, 2016 Consent Agenda.

Reports and Documents Attached:

Draft Ordinance
Illinois Dept. of Labor Lake County Listing (July 2015)

Meeting History	
Initial Referral to Village Board (COW):	June 13, 2016
Regular Village Board Meeting:	June 27, 2016

ORDINANCE - _____ -

**AN ORDINANCE ADOPTING THE PREVAILING WAGE RATES TO BE PAID TO
LABORERS, MECHANICS AND OTHER WORKERS PERFORMING
CONSTRUCTION OF PUBLIC WORKS FOR THE VILLAGE OF LINCOLNSHIRE**

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

WHEREAS, the Act requires that during the month of June each calendar year the Village of Lincolnshire investigate and ascertain the prevailing rate of wages, as defined in said Act, in the “Locality” of the Village for laborers, mechanics and other workers performing construction of public works for the Village.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, as follows:

Section 1: To the extent and as required by the Act, the general prevailing rate of wages in this locality for laborers, mechanics or other workers engaged in the construction of public works coming under the jurisdiction of this Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in Lake County as determined by the Department of Labor of the State of Illinois (the “Department”), as of July 1, 2015, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department shall supersede the Department’s June determination and apply to all public works construction undertaken by the

Village. The definition of any terms appearing in this Ordinance which are also used in the Act shall be the same as the definition specified in the Act.

Section 2: Nothing herein is intended to apply or shall be construed to apply said general prevailing rate of wage as herein ascertained to any work or employment performed on behalf of the Village except public works to the extent required by the Act.

Section 3: The Village Clerk shall publicly post or keep available for inspection by any interested party in the Village Hall this determination of prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications, purchase orders, invoices or other procurement documents related to the performance of public works. The Village shall discharge its duty to notify contractors of any revised rates by inserting a written stipulation in all contracts or other written procurement instruments that states the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website.

Section 4: The Village Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois, but in no event later than July 15, 2016.

Section 5: Within thirty (30) days after filing a certified copy of this Ordinance with the Department of Labor, the Village Clerk shall cause to be published in a newspaper of general circulation within the Village a notice that this determination is effective and constitutes the determination of this public body.

Section 6: The Village Clerk shall mail a copy of this Ordinance to any employer, to any association of employers, and to any person or association of employees, who have filed their names and addresses requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 7: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 8: All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 9: All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED this 27nd day of June, 2016, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 27nd day of June, 2016.

Elisabeth Brandt, Village Mayor

ATTEST:

Barbara Mastandrea, Village Clerk

Lake County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON		ALL		42.050	44.050	2.0	1.5	2.0	10.00	19.24	0.000	0.500
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMMUNICATION TECH		BLD		35.130	37.230	1.5	1.5	2.0	11.07	11.77	0.000	0.530
ELECTRIC PWR EQMT OP		ALL		0.000	0.000	0.0	0.0	0.0	0.000	0.000	0.000	0.000
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390
ELECTRIC PWR GRNDMAN		ALL		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310
ELECTRICIAN		BLD		39.400	43.340	1.5	1.5	2.0	13.59	15.71	0.000	0.640
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER		BLD	1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT	1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	2	52.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	3	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780

PLASTERER	BLD	43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020				
PLUMBER	BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880				
ROOFER	BLD	41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530				
SHEETMETAL WORKER	BLD	42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720				
SIGN HANGER	BLD	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000				
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550				
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350				
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030				
SURVEY WORKER	NOT IN EFFECT				ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720				
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940				
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990				
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500				
TRUCK DRIVER	ALL 1	36.560	36.760	1.5	1.5	2.0	9.070	7.050	0.000	0.000				
TRUCK DRIVER	ALL 2	36.000	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150				
TRUCK DRIVER	ALL 3	36.200	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150				
TRUCK DRIVER	ALL 4	36.400	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150				
TUCKPOINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670				

Legend: RG (Region)

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

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

LAKE COUNTY

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable

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

COMMUNICATION TECHNICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

trucks, 1-man operation; Winch trucks, 3 axles or more;
Mechanic--Truck Welder and Truck Painter.

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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



**REQUEST FOR BOARD ACTION
Committee of the Whole
June 13, 2016**

Subject:	Pembroke Drive Watermain Replacement and Roadway Rehabilitation
Action Requested:	Consideration Professional Service Contract with Bollinger, Lach, & Associates for Water Main Replacement and Roadway Rehabilitation Design, Permits, and Bidding Services (Pembroke Drive from Dover Circle to Astor Court) at a Cost not to Exceed \$108,861.68. (Village of Lincolnshire)
Originated By/Contact:	Walter Dittrich, P.E., Assistant Public Works Director/Village Engineer
Referred To:	Mayor and Board of Trustees

Summary / Background:

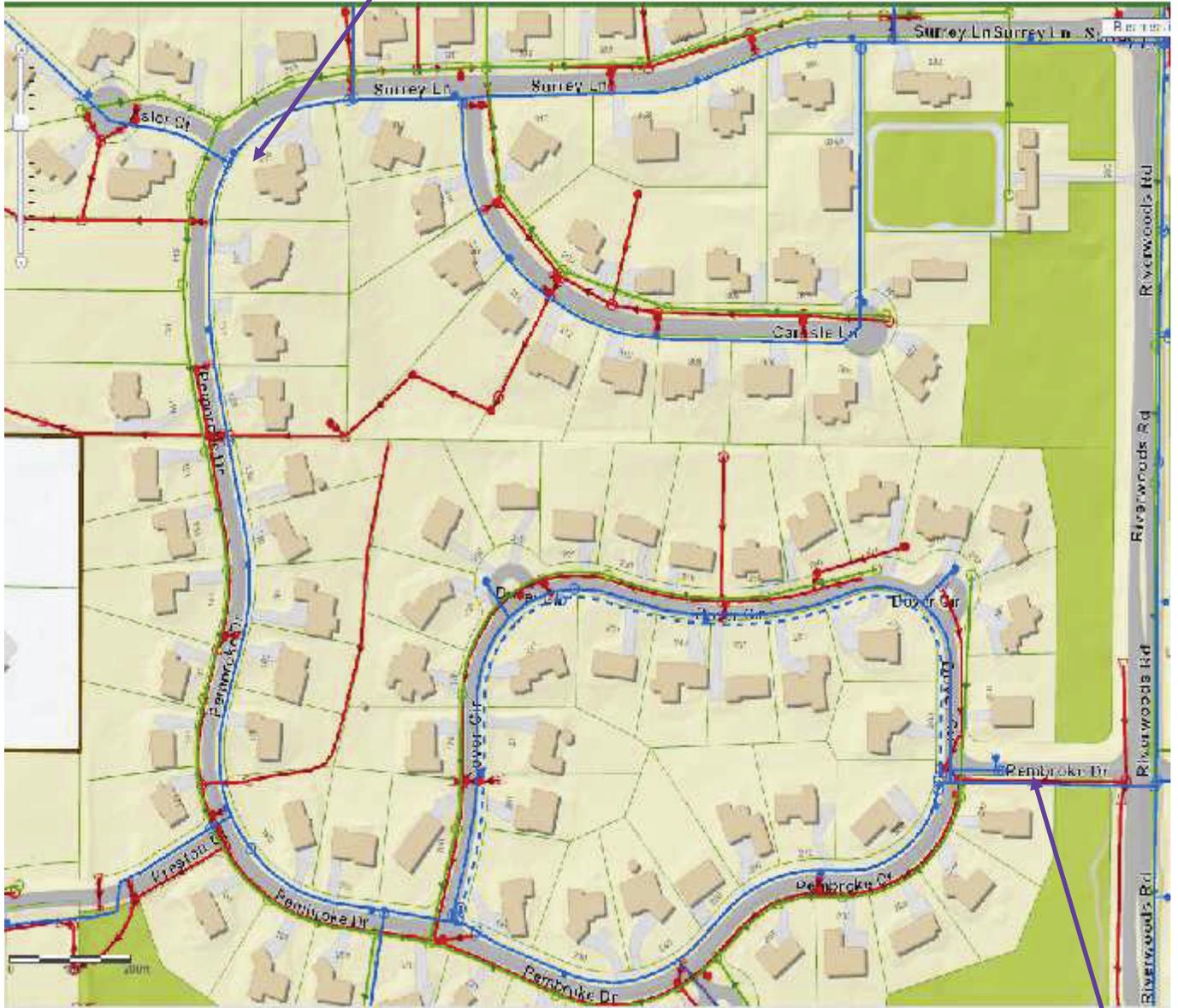
Staff issued a Request for Qualifications in February 2016 for consulting engineering services to design and oversee the construction of the Pembroke Drive water main and roadway rehabilitation project.

Staff received proposals from fifteen (15) consultants and interviewed three (3) firms; Bollinger, Lach, & Associates, Ciorba Group, and Trotter and Associates. After a thorough internal review which included a presentation by each of the final three firms, Staff negotiated a contract with Bollinger, Lach, and Associates for the design of the project. Staff felt Bollinger, Lach and Associates submitted the strongest proposal based on their experience with similar work in other villages, their understanding of the project, and attention to coordination with residents during the construction phase.

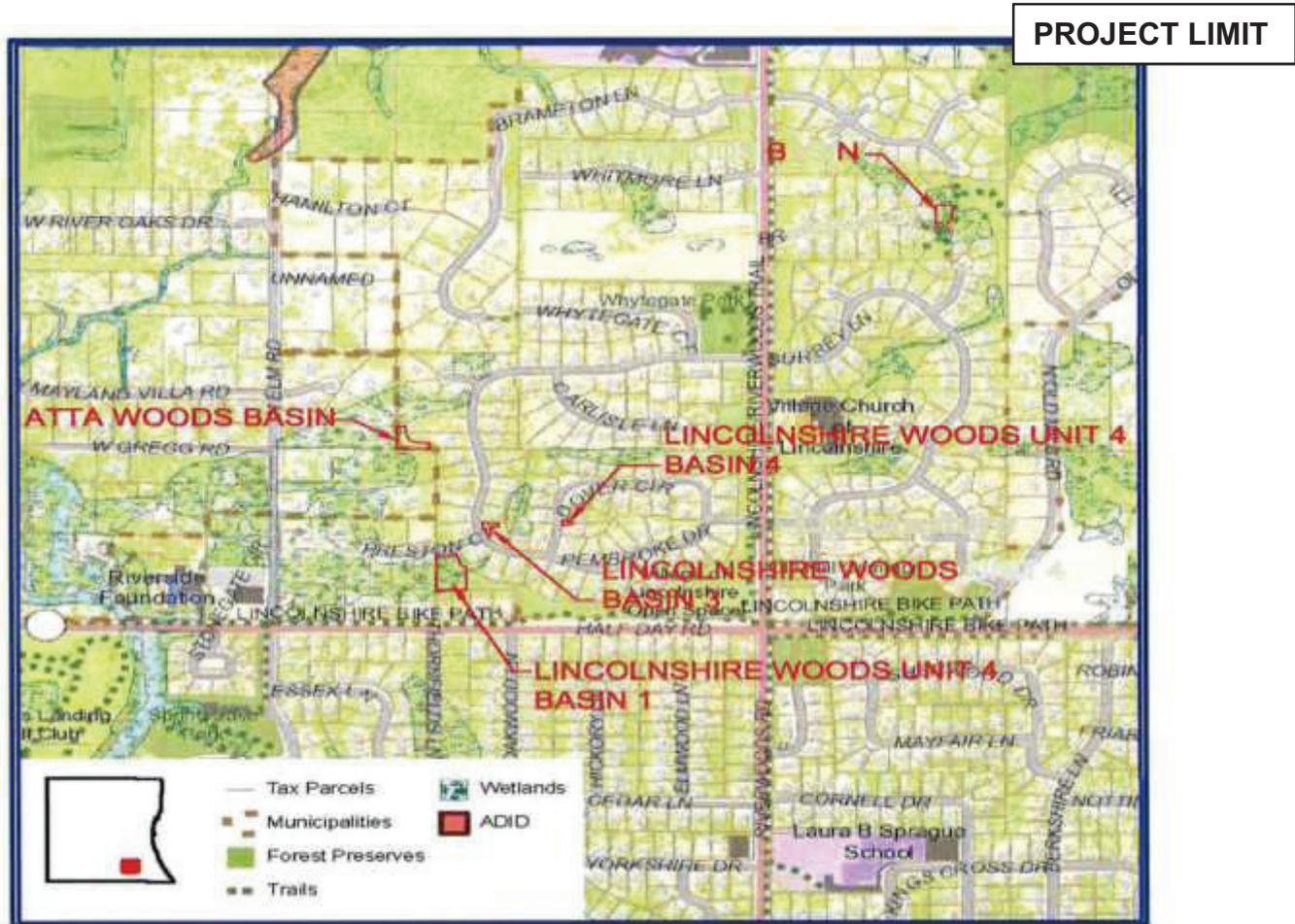
The water main, installed on Pembroke Drive in the 1970's, is extensively corroded due to techniques and standards used during the original installation of this main. Over the past twenty (20) years, the utilities department has experienced 10 repairs on this segment of water main with each break occurring as a result of acidic soils. The contract includes all work items required to perform the design, permitting, and contract plan preparation for replacing the water main as well as rehabilitating the roadway. This contract also includes provisions to evaluate the pavement on Carlisle Lane, Whytegate Court, and Astor Court for needed repairs. Additionally, Staff has directed the contractor to address various issues within a Village-owned detention area located within the project area. These items will be further discussed in the development of the 2017 Capital Program, but are being included with the engineering for this project to take advantage of the economies of scale with already having a construction project in the area. Ideally, any issues can be addressed all at one time and staff can avoid having to come back to this area in future years to address these issues with separate contracts which would add time and cost to completing the additional work.

The construction phase and engineering construction services of the project are scheduled to begin in 2016 and will be brought forward for the village board's consideration once the bidding for the project is complete.

PROJECT LIMIT



Project Location Map



Budget Impact: The 2016 budget contains funding in the amount of \$93,000.00 for engineering services related to design of the watermain and roadway rehabilitation work for this project. The overall contact is approximately \$16,000 over budget due to addition approximately \$12,000 related to the detention area work and also the inclusion of the evaluation of other roadway rehabilitation needs. These costs can be accommodated from other areas of the public works budget in the professional services line item as well as the MFT resurfacing line item for 2015.

Recommendation: Staff recommends approval of a professional service contract with Bollinger, Lach, & Associates for performing the design, permitting and bid preparation of the project. This engineering firm has performed other infrastructure improvements with the Village and was the most qualified and experienced firm that submitted a proposal to perform the work.

Reports and Documents Attached:

- Proposed Professional Service Agreement with Bollinger, Lach, & Associates

Meeting History	
Initial Referral to Village Board (COW):	June 13, 2016
Regular Village Board Meeting:	June 27, 2016



June 6, 2016

VIA EMAIL AND U.S. MAIL
wdittrich@lincolnshireil.gov

Mr. Walter Dittrich, P.E.
Assistant Public Works Director/Village Engineer
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, Illinois 60069

RE: Pembroke Drive Water Main Replacement and Roadway Rehabilitation, and
Associated Improvements to Carlisle Lane, Whytegate Court, Astor Court, and
Detention Basin Volumetric Improvements
Lincolnshire, Illinois

Dear Mr. Dittrich:

Bollinger, Lach & Associates, Inc. (BLA) appreciates the opportunity to provide this professional engineering services proposal. Pursuant to your request, we are submitting this professional services proposal for work on the above-referenced project. Following is a brief scope of work and the associated fees with a supplemental attachment project scope description as well as man-hour breakdowns and fees. We are available immediately to discuss specific details and scheduling requirements. We will commence with the following scope of work upon your written notice to proceed.

Work shall consist of preparing engineering plans and specifications for purposes of providing water main replacement, roadway rehabilitation (patching/resurfacing/reconstruction or a combination thereof), and drainage improvements along Pembroke Drive. Project scope also includes patching and/or potential resurfacing improvements to adjacent roadways including Carlisle Lane, Whytegate Court, and Astor Court. Additionally, there are four (4) detention facilities located in the vicinity of the project which have been studied as part of a Stormwater Management Volume Verification report (previously prepared by BLA) which will be improved as part of the overall scope of work.

SURVEY SCOPE OF WORK

S.01 –Topographic Survey

BLA will obtain a complete above and below ground topographic survey of the project limits. This shall consist of a ROW-to-ROW +5' survey for the approximately 0.50 miles of proposed improvement along Pembroke Drive. This shall consist of obtaining all existing features within the project corridor including (but not limited to) pavement cross sectional elevations, driveway aprons, visible above-ground “dry” utilities (electric, telephone, etc.), and detailed measure downs of public facilities (sanitary, water, storm) along with top of casting elevations (rim grade, flange elevations, etc.). Project right-of-way and property lines will be prepared from research through tax map records and coordination with the Village

regarding any existing easements that may be present. No title searches will be conducted as part of this scope of work as land acquisition is not anticipated for the project.

Isolated, standalone trees 6” and larger diameter will be located and measured. Areas of clustered trees and/or brush will be located by means of perimeter location along the tree line.

Project will be located on state plane coordinates, NAVD88 datum.

No topographic survey will be required along Carlisle Lane, Astor Court, or Whytegate Court. The Village will provide GIS atlases which can be utilized for generation of project quantities.

Topographic survey has already been obtained for the four detention facilities identified within the Stormwater Management Volume Verification report. Additional topographic may be necessary in spot locations to assist with the design; however this is anticipated to be minor as most of the data has already been obtained.

GEOTECHNICAL ENGINEERING SCOPE OF WORK

G.01 – Geotechnical Investigation

BLA will obtain seven (7) pavement cores and four (4) soil borings within the project study area. Pavement cores will be obtained at the following locations:

- Whytegate Court (1)
- Carlisle Lane (1)
- Astor Court (1)
- Pembroke Drive (4)
 - 1 in the “Atta’s Woods” portion of Pembroke Drive
 - 3 in the “Lincolnshire Woods Unit 4” portion of Pembroke Drive

This report will also include rehabilitation strategies which, combined will be presented to the Village with recommendations.

Four (4) soil borings will be obtained along with split samples for IEPA-662 certification at each of the four detention facilities. These will be obtained via hand auger, given the limited accessibility to some of these basin locations.

ENGINEERING SCOPE OF WORK

E.01 – Wetland Investigation & Environmental Coordination

BLA will conduct onsite wetland delineation and document the existing wetland boundaries in and around the existing detention facilities. If wetlands are identified as being present, a

wetland assessment report will be prepared and submitted to the Lake County Stormwater Management Commission (LCSMC) for confirmation.

No wetlands are anticipated to be present along Pembroke Drive however it is likely wetlands will be encountered within the detention basins.

An Illinois Department of Natural Resources (IDNR) ECOCAT consultation shall be filed to determine the presence of any threatened or endangered species. A consultation letter shall also be sent to the Illinois Historic Preservation Agency (IHPA) to confirm the presence of any state historical properties. Both items may be needed for future permitting efforts.

E.02 – Pavement Assessment Report

A Pavement Assessment Report shall be compiled consisting of the following assessment areas:

- *Pembroke Drive:* BLA will study pavement cores and maintenance history obtained along Pembroke Drive. This data, combined with the knowledge that the placement of the water main will be underneath the roadway, will allow BLA to determine approximate quantities of patching and resurfacing. This will be compared to the total pavement area and an assessment given as to total costs of patching/resurfacing vs. reconstruction. A pavement design will be generated using both AASHTO and modified AASHTO and a recommended pavement thickness provided with a pavement lifecycle analysis.
- *Whytegate Court:* BLA will study pavement cores and maintenance history and provide a recommendation of whether to patch only, or patch and resurface.
- *Carlisle Lane:* BLA will study pavement cores and maintenance history and provide a recommendation of whether to patch only, or patch and resurface.
- *Astor Court:* BLA will study pavement cores and maintenance history and provide a recommendation of whether to patch only, or patch and resurface.

A Technical Memorandum consisting of a narrative and a cost estimate summary (table) will be provided for Village review.

E.03 – Detention Basin Engineering Plans

Bollinger, Lach & Associates, Inc. shall provide plan sheets for each of the basins to detail the proposed improvements. Four (4) basin grading and erosion control plans shall be provided showing the extents of the improvements. The plan sheets shall be used to estimate quantities and to prepare estimates of cost. The plans will be incorporated into the overall plan set. A description of the work proposed at each basin is provided below:

- *Lincolnshire Woods Unit 4 - Basin 1*

This basin is located just south of Preston Court. Work on this basin includes installation of a restrictor, excavation of a sediment basin at the downstream end of the existing 30" incoming storm sewer, re-grading of the existing impoundment berm to raise the elevation to the design specified high water elevation, relocation of the overflow spillway to avoid conflict with the newly constructed home at 2 Preston Court, removal of portions of the existing low flow concrete channel, installation of permanent riprap erosion control, installation of temporary erosion control, and re-establishment of the existing 15" cross culvert under Preston Court. Storm sewer rerouting will also need to occur to eliminate the 90-degree configuration of the existing storm sewer in the vicinity.

- *Lincolnshire Woods Unit 4 - Basin 3*

This basin is located at the intersection of Pembroke Drive and Preston Court. Work at this basin includes excavation of a sediment basin at the upstream end of the existing 18" discharge culvert, installation of permanent riprap erosion control, and select tree removal.

- *Lincolnshire Woods Unit 4 - Basin 4*

This basin is located just east of Dover Circle, north of Pembroke Drive. Work at this basin includes excavation of a sediment basin at the upstream end of the existing 15" discharge culvert, installation of permanent riprap erosion control, and select tree removal.

- *Atta Woods (Whytegate) Basin*

This basin is located south of Astor Court and west of Pembroke Drive, generally to the west of 115, 117, and 119 Pembroke Drive. Work at this basin includes installation of a restrictor, excavation of portions of the basin to re-define the existing swale, re-grading of the existing impoundment berm to raise the elevation to the design high water elevation, installation of permanent riprap erosion control, and installation of temporary erosion control.

E.04 – Permits

Anticipated permits for the project as a whole include the McHenry/Lake (MLSWCD) Permit, Lake County SMC Wetland permit (potentially), and SWPPP preparation for the NPDES permit. An IEPA Water Main permit will also be required for the proposed water main. Sanitary IEPA permit is not anticipated due to the scope of work (rehabilitation/maintenance).

E.05 – Preliminary Engineering

BLA will provide preliminary engineering plans (60%) for the items described in the Project Scope Description portion of the proposal under the *Detailed Design Engineering Plans & Project Deliverables* section.

E.06 – Prefinal Engineering

BLA will incorporate comments received by the Village as well as outside permitting agencies and develop the preliminary engineering plans to a prefinal state (95%) for the items described in the Project Scope Description portion of the proposal under the *Detailed Design Engineering Plans & Project Deliverables* section.

E.07 – Final Engineering

BLA will incorporate comments received by the Village as well as outside permitting agencies and finalize the prefinal engineering plans for the items described in the Project Scope Description portion of the proposal under the *Detailed Design Engineering Plans & Project Deliverables* section. This shall consist of preparing a complete set of documents for project bidding.

The following items are not included in this scope of work:

- Structural Engineering Design (retaining walls, junction chambers, box culverts, etc.)
- Detailed Landscaping Elements
- Irrigation Design
- Phase III Engineering Services (separate proposal)
- PSI (if hazardous soils are identified)
- Platting & Legals/Land Acquisition Services and/or Appraisals & Negotiations
- Traffic Counts or Studies/Modeling
- Lighting Design or Photometric Calculations

Any items not specifically included in the above scope of services will be considered extra work to be performed at your direction. Our man-hour and backup information is also being provided as an attachment to this proposal.

Invoices will be mailed out monthly with Cost Plus Fixed Fee documentation backup. Payment is to be made within thirty days after receipt of our invoice.

Please let us know if any of the above information is at variance with your instructions. If this correctly reflects your instructions and is acceptable, please sign below and return one copy for our file.

Thank you for requesting BOLLINGER, LACH & ASSOCIATES, INC. to do this work. Please contact us at (630) 438-6400 if there are any questions or if additional information is required.

Sincerely,

BOLLINGER, LACH & ASSOCIATES, INC.



Dan Bruckelmeyer, P.E.
Vice President/Project Manger

ACCEPTANCE:

VILLAGE OF LINCOLNSHIRE

BY: _____

TITLE: _____

DATE: _____

BLA Manhours			
PROJECT: Pembroke Drive Water Main Replacement & Roadway Rehabilitation			
ITEM	# OF SHEETS	MH PER SHEET	TOTAL MH'S
Data Review (Obtain GIS Atlases, Review Existing Data, Etc.)			8
Wetland Assessment / Environmental Consultation			52
Pavement Assessment Study (see attached)			42
Detention Basin Final Engineering Plans	4	16	64
<i>Includes Grading, Storm Sewer, Erosion, Landscape/Restoration, SMC Permit Application</i>			
Water Main Layout, Details			40
Title Sheet	1	4	4
Typical Sections (with legend, mix-chart)			
Pembroke Drive (2 existing, 2 proposed)	2	6	12
Astor Court (1 existing, 1 proposed)	1	4	4
Whytegate Drive (1 existing, 1 proposed)	1	4	4
Carlisle Lane (1 existing, 1 proposed)	1	4	4
Alignment Ties & Benchmarks	1	6	6
Notes, Index, and Standards	1	4	4
Summary of Quantities	5	16	80
Schedule of Quantities	2	16	32
Removal Plan (2 Panel Views, 600' Each Panel)			
Pembroke Drive (2600' / 600' Per Panel)	3	8	24
Astor Court (Plan View Only, ~200', 1 Panel View)	1	4	4
Whytegate Drive (Plan View Only, ~1200, 2 Panel Views @ 600' Ea)	1	4	4
Carlisle Lane (Plan View Only, ~900, 2 Panel Views @ 600' Ea)	1	4	4
Traffic Staging/Signage Legend/General Notes/Staging Typical	5	8	40
Plan and Profile (20 Scale)			
Pembroke Drive (2600' / 600' Per Sheet)	5	16	80
Astor Court (Plan View Only, ~200', 1 Panel View)	1	8	8
Whytegate Drive (Plan View Only, ~1200, 2 Panel Views @ 600' Ea)	1	8	8
Carlisle Lane (Plan View Only, ~900, 2 Panel Views @ 600' Ea)	1	8	8
Drainage & Utilities Plan, Water Main Plans (20 scale @ 600' Each Sheet)	5	16	80
Erosion & Sediment Control (2 Panel Views, 600' Each Panel)	3	4	12
Landscape Restoration Plan (2 Panel Views, 600' Each Panel)	3	4	12
Cross Sections: ~40 driveways	8	(3 hrs/section)	120
40 Sections @ 3 hrs/section @ 5/sheet (vertical)			
Permits - IEPA Water, SWPPP, LCSMC (if necessary)			16
Specifications & Special Provisions, Update Front End Bid Documents			40
Estimate of Cost (3 submittals @ 8 hrs/ea)			24
Project Details			
-D1 Standards	6	2	12
-Consultant & Village Details	2	2	4
Pavement Marking & Signing (2 Panel Views @ 600' Each Panel)	3	4	12
Meetings			
Assume 3 BLA-Village Meetings @ 2 ppl ea @ 3 hrs/ea			18
<i>Subtotal</i>			886
QC/QA & Administration (4% of Total)			36
Total	68		922

**Pavement Assessment Study
Pembroke Drive Water Main Replacement
& Roadway Rehabilitation**

<u>Task</u>	<u>Manhours</u>
Evaluate Pavement Core Samples	2
Evaluate Maintenance History	4
Field Visits/Measurements (2 ppl @ 4 hrs/ea)	8
Alternatives Cost Table	16
Pavement Design	4
Technical Memorandum, Prepare Design Recommendations	8
<u>Subtotal</u>	<u>42</u>

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Bollinger, Lach & Associates, Inc.
Pembroke Drive

DATE
PTB NO.

05/09/16

105.45%
3.00%

CONTRACT TERM
START DATE
RAISE DATE

6 MONTHS
7/1/2016
1/1/2017

ESCALATION PER YEAR

7/1/2016 - 1/1/2017

6
6

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

[Empty box]

[Empty box]

[Empty box]

[Empty box]

Subconsultants

Pembroke Drive Improvements

FIRM NAME Bollinger, Lach & Associates, Inc.

DATE 05/09/16

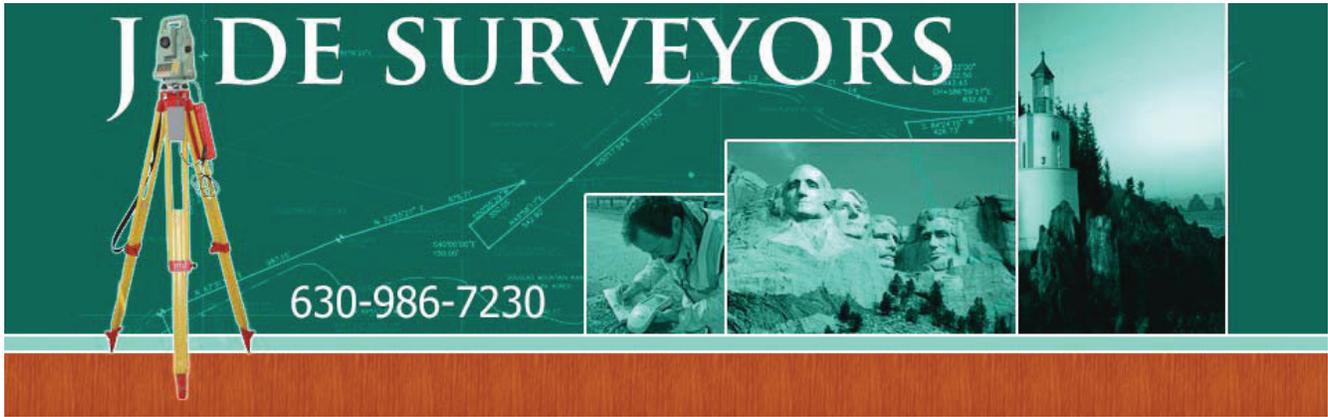
PRIME/SUPPLEMENT Pembroke Drive

PSB NO. _____

NAME	Direct Labor Total	Contribution to Prime Consultant
Jade Surveyors	8,375.00	837.50
SEECO Consultants	9,530.00	953.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	17,905.00	1,790.50

BLA Direct Costs
PROJECT: Pembroke Drive

	<u># of Sets</u>	<u>Size</u>	<u># of Sheets</u>	<u>Rate per Sheet</u>	<u>Total</u>
<u>PRELIMINARY PLANS</u>					
Plan Sets (full size)	2	22"x34"	60	\$2.60	\$312.00
Plan Sets (quarter size)	4	11"x17"	60	\$0.25	\$60.00
Cost Estimate	4	8.5"x11"	2	\$0.10	\$0.80
Vehicle Days (Site Visits, Meetings)			3	\$48.00	\$144.00
				SubTotal	\$516.80
<u>PRE-FINAL PLANS</u>					
Plan Sets (full size)	2	22"x34"	65	\$2.60	\$338.00
Plan Sets (quarter size)	4	11"x17"	65	\$0.25	\$65.00
Special Provisions	4	8.5"x11"	100	\$0.10	\$40.00
Cost Estimate	4	8.5"x11"	2	\$0.10	\$0.80
IEPA Permits	3	8.5"x11"	10	\$0.10	\$3.00
Vehicle Days (Site Visits, Meetings)			2	\$48.00	\$96.00
				SubTotal	\$542.80
<u>FINAL PLANS</u>					
Plan Sets (full size)	2	22"x34"	70	\$2.60	\$364.00
Plan Sets (quarter size)	4	11"x17"	70	\$0.25	\$70.00
Special Provisions	4	8.5"x11"	120	\$0.10	\$48.00
Cost Estimate	4	8.5"x11"	2	\$0.10	\$0.80
Vehicle Days (Site Visits, Meetings)			1	\$48.00	\$48.00
				SubTotal	\$530.80
				Grand Total	\$1,590.40



May 9th, 2016

Dan Bruckelmeyer, P.E.
Vice President, Project Manager
Bollinger, Lach & Associates, Inc.
333 Pierce Rd, Suite 200
Itasca, IL 60143
630-438-6400
DBruckelmeyer@bollingerlach.com

RE: Pembroke Dr, Lincolnshire, IL

Dear Dan,

Thank you for the opportunity to provide a proposal for professional land surveying services. JADE Surveyors can provide a Topographic Survey for a fee of **\$8,375**.

This includes right-of-way plus 5' for approximately 0.5 mile of Pembroke Dr. It will be cross-sectioned at 50' intervals, showing all driveway and roadway improvements, stand alone trees or edge of brush, landscaping planters, sewer structures with rim and invert grade, any water structures or other visible utilities will be shown. If a JULIE locate is called by others, we will locate the markings. Extra detail for the curb and gutter will be provided and includes back of curb, face of curb, flow line and edge of pavement. Subdivision Plat research will be performed with the Lake County Recorder and the right-of-way boundary will be verified against found monuments. An additional 8 hours of field time has also been included for extras.

It can be completed within four weeks.

Should this proposal be acceptable, please sign and email one copy as authorization to proceed.

Respectfully Submitted,

Leslie Aaron Doogs, P.L.S.
JADE SURVEYORS, LLC
304 Orchard Ave.
Oswego, IL 60543
L.A.Doogs@jadesurveyors.com

Authorized by: _____

Date: _____

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

May 6, 2016

Mr. Dan Bruckelmeyer
Bollinger Lach & Associates
333 Pierce Rd., Ste. 200
Itasca, IL 60143

PROPOSAL AND CONTRACT

Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for the
Proposed Improvements to Pembroke Drive Areas,
Lincolnshire, IL

Dear Mr. Bruckelmeyer,

Pursuant to your request, SEECO Consultants, Inc. is pleased to present our proposal for the above referenced project. In preparing our proposal, we have reviewed pertinent information and have visited the site. The proposal has been based upon your criteria.

The scope of work SEECO is prepared to undertake is as follows:

- Perform 7 full depth pavement cores including subgrade samples. The cores will be located in general accordance with the site plan provided and may be offset as required to facilitate access. Additionally, perform 4 hand auger advanced soil borings with split spoon sampling in each of the proposed detention areas.
- Representative soil samples will be collected and field screened for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons. If no samples display an elevated PID reading, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-662 form. Four (4) forms will be prepared.
- ~~• Based on the surrounding residential properties, no discrete samples are anticipated to be chemically analyzed by an Environmental Laboratory for the following parameters: ph, 8260 – VOCs, 8270- SVOCs, 8081/8082 - Pesticides and PCBs, 6010 (8 RCRA Metals only - Ar, Ba, Cd, Cr, Pb, Se, Ag), 7470 - Mercury (Hg) unless PID readings indicate otherwise. If PID readings require the testing of a sample and chemical analysis results indicate no contamination above MAC Table objectives, then the soils tested will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. If test results indicate that the soils are contaminated above said objectives, we will consult with you regarding alternate means of disposal. The analytical chemistry tests encompassing the above referenced parameters at a standard turnaround time of 5-7 working days.~~

(708) 429-1666 • 7350 Duvan Drive • Tinley Park, IL 60477 • FAX: (708) 429-1689

www.seeco.com

PROPOSAL AND CONTRACT

Subsurface Exploration, Laboratory Testing and Geotechnical Engineering and Analysis for the Proposed Improvements to Pembroke Drive Area, Lincolnshire, IL

May 6, 2016
Page 2

Note: Above scenarios assume that materials are not from locations listed or adjacent to sites with known, or high potential for, soil contaminant issues. Screening or pre-screening of samples at job site is no guarantee that landfill facility will accept/not reject materials. Nor is it a determination that the site is entirely clean of contaminants per IEPA standards. Preparation of LPC 662 ~~or 663 Forms~~ and performance of environmental chemical analysis is no guarantee that material will be accepted by landfills or CCDD facilities. Landfill acceptance chemical testing is not included.

- The resulting geotechnical soil samples will be returned to SEECO's laboratory for further testing and analysis. Visual classification, moisture content, and unconfined compressive strength will be performed on all samples.
- Upon completion of the field exploration and laboratory testing a written Geotechnical Report will be prepared under the direction of a Registered Professional Engineer of Illinois. The report will encompass the subsurface soil conditions, laboratory data, encountered groundwater elevations, existing pavement cross sections, and general construction considerations. Recommendations regarding pavement improvements and detention will be provided. Boring logs will be prepared in lieu of profile drawings. JULIE will be contacted. SEECO is not responsible for mismarked or unmarked utilities.

The estimated costs for these services are as follows:

Geotechnical Study as Stated	\$8,330.00
Preparation of LPC 662 Forms (4)	\$1,200.00
Preparation of LPC 663 Forms (4)	\$3,950.00

Invoicing terms are net due 30 days from date of invoice. Additional drilling and sampling, if required will be charged at negotiated costs. Approval will be obtained prior to initiating additional work, if any.

We will proceed with the work as outlined after we receive a signed copy of this proposal. It should be noted that the attached General Conditions are an integral part of our contract for professional services and that by signing and dating this proposal, it is represented that you have read this proposal and the attachments in their entirety and accept the terms and conditions set forth. Assumes all drilling locations will be accessible to a truck mounted drill rig.

PROPOSAL AND CONTRACT

Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for the
Proposed Improvements to Pembroke Drive Area,
Lincolnshire, IL

May 6, 2016
Page 3

If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

APPROVED:

Name of Firm

Authorized Signature

Date

Please sign one copy and return it to our office and retain one copy for your files.

DCC:arm

Attachment

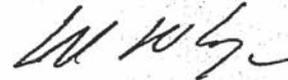
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Respectfully submitted,

SEECO Consultants, Inc.



Donald C. Cassier
Director of Field Services



Collin W. Gray, S.E., P.E.
President

Scope of Work

SEECO Consultants Inc. (hereinafter called SEECO) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SEECO will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted. Contract does not include the provision for prevailing wage rates unless otherwise stated. Acceptance of services proposed herewith - prior to contract execution- implies and constitutes acceptance of rates and conditions set forth in this contract unless explicitly agreed upon mutually in writing prior to inception of services.

Soil Boring Locations

It is understood that the Client will furnish SEECO with a diagram indicating both the location of the site and the borings on that site. SEECO reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SEECO reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SEECO prior to the date of this contract. SEECO will contact the underground utility locate network responsible in the locale being drilled. However, SEECO is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SEECO will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SEECO is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Cancellations after travel time has commenced will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SEECO with right-of-access to the site in order to conduct the planned investigation or inspection. SEECO will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SEECO will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SEECO in writing to the contrary. SEECO will furnish three copies of each report to the client.

Subcontracts/Assignments

SEECO reserves the right to subcontract drilling and related support services to SEECO Environmental Services Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SEECO.

Invoices

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of date of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SEECO is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SEECO agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SEECO and its employees. If the Client's contract places greater responsibility upon SEECO or requires increased insurance coverage, SEECO will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.

**REQUEST FOR BOARD ACTION
JUNE 13, 2016 COMMITTEE-OF-THE-WHOLE MEETING**

Subject: Consideration and Discussion of an Ordinance Amending Section 3-3-2-14 of Title 3, Chapter 3 (Liquor Control) of the Lincolnshire Village Code Regarding Owner/Manager Residency Requirements (Village of Lincolnshire)

Action Requested: Advance proposed Village Code amendment to June 27, 2016 Regular Village Board Meeting Consent Agenda for approval.

Originated

By/Contact: Peter D. Kinsey, Chief of Police

Referred To: Village Board

Summary / Background:

Currently, Village Code requires any applicant for a liquor license be a resident of Lake County, except that in cases of a corporate nonresident licensee, the premises must be managed by a resident of Lake County. Recently, staff has been in discussion with an attorney representing Loft 21, Inc. regarding the liquor license for the proposed banquet facility going into Cubby Bear. The owner will be a corporation that is not a resident of Lake County, and the manager (who will be the only other full-time person on the staff) is a Palatine resident. The attorney asked if her client could get some type of waiver of the residency requirement, but Village Code does not make any provision for such an action.

While the residency requirement may have had a valid purpose some years ago, that no longer seems to be the case. This requirement has led to unnecessary delays at license renewal time, as the Village inevitably receives some renewal applications listing managers that do not live in Lake County. Staff then has to contact the licensees to resubmit a new Manager Application with a manager who lives in the county. In response, licensees are often forced to list employees with no managerial or supervisory responsibilities as their liquor managers, simply because they reside in Lake County. That practice seems counterproductive to the intent of the ordinance, as the Village needs to know the identity of the manager responsible for liquor operations/sales.

A survey of neighboring communities was conducted to see how they have handled this issue. Most municipalities do not require the owner and/or manager to reside in Lake County (see attached survey results). One municipality is also contemplating elimination of the residency requirement, and another is outright ignoring their ordinance which still requires residency. Staff believes the residency requirement has outlived its value and recommends elimination. The proposed ordinance amendment deletes the residency requirement from Village Code.

Recommendation: Staff recommends approval of the ordinance amending Section 3-3-2-14 of the Village Code deleting residency requirements for owners and/or managers of liquor licensees.

Reports and Documents Attached:

- Draft Ordinance Amending Section 3-3-2-14 of Title 3, Chapter 3 (Liquor Control) of the Lincolnshire Village Code.
- Survey of Local Municipal Residency Requirements for Owners and/or Managers of Liquor Licensees (May 2016)



**Agenda Item
3.41 COW**

Meeting History	
Initial Referral to Village Board (COW):	June 13, 2016
Regular Village Board Meeting:	

VILLAGE OF LINCOLNSHIRE

ORDINANCE NO. 16-_____

**AN ORDINANCE AMENDING SECTION 3-3-2-14 OF TITLE 3,
CHAPTER 3 (LIQUOR CONTROL) OF THE LINCOLNSHIRE VILLAGE CODE**

WHEREAS, the Village of Lincolnshire (hereinafter, the “Village”), is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, the Village of Lincolnshire has adopted certain liquor license regulations designed to protect the health, safety and welfare of the residents of the Village, which regulations are codified at Title 3, Chapter 3 of the Lincolnshire Village Code (the “Liquor Code”); and

WHEREAS, the Illinois Liquor Control Act, 235 ILCS 5/1-1. et seq. (the “Act”), describes the minimum regulation of liquor license establishments in the State of Illinois; and

WHEREAS, Section 4-1 of the Act, 235 ILCS 5/4-1, empowers the Mayor and Board of Trustees to establish such conditions, regulations and restrictions upon the issuance of local liquor licenses not inconsistent with law as the public good and convenience may require; and

WHEREAS, the Mayor and Board of Trustees desire to update and revise the Village’s Liquor Code to be similar to those of neighboring communities.

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

SECTION 1. RECITALS. The foregoing recitals represent the purpose and intent of this Ordinance and as such shall be incorporated as though fully set forth herein. In the event of any ambiguity or invalidity regarding the enforcement of this ordinance it is the intent of the corporate authorities that this ordinance be liberally construed or reformed to accomplish the purpose and intent so described.

SECTION 2. AMENDMENTS.

- A. Section 3-3-2-14 of the Code is revised by deleting paragraph C. as set forth below:

3-3-2-14: INELIGIBLE APPLICANTS:

No license shall be issued to:

- A. Any person who is not of good character and reputation in the community in which he resides, or does business.
- B. A person who is not a citizen of the United States. (Ord. 00-1705-13, 04/10/00)
- ~~C. Any applicant who is not a resident of the County of Lake, except that in cases of a corporate nonresident licensee, the premises must be managed by a resident of Lake County.~~
- B. All subsequent paragraphs under Section 3-3-2-14 shall be re-lettered to follow Paragraph B in sequence.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____, 2016, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED This _____ day of _____, 2016.

Elizabeth Brandt, Mayor

ATTEST:

Barbara Mastandrea, Village Clerk

MUNICIPAL RESIDENCY REQUIREMENTS FOR OWNERS AND/OR MANAGERS OF LOCAL LIQUOR LICENSEES

Municipality	Does your municipal code require a liquor license owner (or manager if the owner is a corporation) to be a resident of Lake County?	Comments
Buffalo Grove	No	Per Chief Casstevens.
Deerfield	Yes	Per Chief Sliozis, Deerfield's ordinance is obviously outdated concerning this issue as it requires residency in the Village. However, this requirement has not been considered or adhered to for a number of years.
Lake Forest	No	Per Chief Held, Lake Forest recently revised and updated their liquor licensing process to make it more user friendly.
Libertyville	Yes*	Per Libertyville Municipal Code, "Any individual applicant for a license under this chapter shall be a resident of the Village." It is unknown how this is applied to corporate or LLC licensees.
Mundelein	Yes	Per Chief Guenther, Mundelein has also considered removing this requirement from their local liquor code, but has not done so yet.
Vernon Hills	No	Per Chief Fleischhauer.
Wheeling	No	Per Chief Dunne, the majority of Wheeling is located in Cook County, but regardless, they have no such residency requirement.

**REQUEST FOR BOARD ACTION
JUNE 13, 2016 COMMITTEE OF THE WHOLE MEETING**

Subject: Resolution Approving the Dissolution of the Emergency Telephone System Board (ETSB)

Action Requested: Consideration and Discussion of Resolution Dissolving the ETSB and entering into a Joint Emergency Telephone System Board (JETSBS). (Village of Lincolnshire)

Originated By/Contact: Peter D. Kinsey, Chief of Police

Referred To: Village Board

Summary / Background:

On January 8, 1990, the Village established an Emergency Telephone System Board ("ETSB") pursuant to section 15-4 of the Emergency Telephone System Act and as set forth in Title 2, Chapter 5 of the Village Code.

On July 8, 2013, the Village Board approved a resolution authorizing the transition of its emergency dispatch services to the Vernon Hills Public Safety Answering Point (PSAP)/Communication Center which is a multi-jurisdiction Police/Fire/9-1-1 PSAP/Dispatch Center.

According to the Emergency Telephone System Act (50 ILCS 750) Section 15.4a (b), it is necessary that the Village provide proof of a plan, by June 30, 2016, to dissolve its ETSB and enter into an intergovernmental agreement with the Villages of Vernon Hills and Libertyville and create a Joint Emergency Telephone System Board ("JETSBS"). The execution of the plan is to take place prior to June 30, 2017.

Recommendation: Staff recommends approval of a resolution dissolving the ETSB prior to July 1, 2017. This dissolution would not occur until the creation of an intergovernmental agreement between the Villages of Lincolnshire, Vernon Hills and Libertyville and approval of a Joint Emergency Telephone System Board prior to June 30, 2017. These communities are working on the development of the appropriate intergovernmental agreement.

Reports and Documents Attached:

- Resolution to Dissolve ETSB
- Lincolnshire Ordinance 90-1117-01 Creating an Emergency Telephone System Board
- Title 2, Chapter 5 of the Lincolnshire Village Code
- Intergovernmental Agreement between the Village of Vernon Hills, the Countryside Fire Protection District and the Village of Lincolnshire for the purpose of providing Emergency Dispatch Services

Meeting History	
Initial Referral to Village Board (COW):	June 13, 2016
Regular Village Board Meeting:	June 27, 2016

RESOLUTION (Insert Number)

**A RESOLUTION RELATED TO THE DISSOLUTION
OF THE LINCOLNSHIRE EMERGENCY
TELEPHONE SYSTEM BOARD, AND THE INTENT
TO JOIN A JOINT EMERGENCY TELEPHONE
SYSTEM BOARD**

WHEREAS, pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.*, the Village previously established the Village's Emergency Telephone System Board ("ETSB") under Title 2, Chapter 5 of the Village Municipal Code;

WHEREAS, to comply with Public Act 99-0006, which amended the Act, the Village is mandated to submit a plan for the dissolution of the ETSB and entering into an intergovernmental agreement ("IGA") with certain other municipalities in order to create a joint emergency telephone system board ("JETSBS") to the Illinois State Police no later than June 30, 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNSHIRE, COUNTY OF LAKE AND STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby incorporated hereby as if fully set forth as findings of the President and Board of Trustees.

SECTION 2. That the Village of Lincolnshire intends to comply with Public Act 96-0006 by passing an Ordinance that dissolves the ETSB upon the Commencement Date of a JETSBS that the Village will join through an IGA with certain other communities.

SECTION 3. That the Commencement Date of the JETSBS has yet to be determined, but in no case shall be later than June 30, 2017 as mandated by the Act.

SECTION 4. The resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

ADOPTED this 13th day of June, 2016 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Mayor Elizabeth J. Brandt

ATTEST:

Village Clerk

ORDINANCE NO. 90-1117-01

**ORDINANCE AMENDING TITLE 2 OF THE
VILLAGE OF LINCOLNSHIRE VILLAGE CODE,
CREATING AN EMERGENCY TELEPHONE SYSTEM BOARD**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, that Title 2 of the Village of Lincolnshire Village Code is amended by inserting therein and adding thereto Chapter 5, entitled, "EMERGENCY TELEPHONE SYSTEM BOARD", to read as follows:

**CHAPTER 5
EMERGENCY TELEPHONE SYSTEM BOARD**

2-5-1: BOARD ESTABLISHED; MEMBERSHIP: There is hereby and herewith established an Emergency Telephone System Board composed of five (5) members who shall be appointed by the mayor with the advice and consent of the Board of Trustees. All members of this Board shall be appointed on the basis of their ability or experience. All members shall serve without compensation, but shall be reimbursed for their actual and necessary expenses in carrying out their duties as members of this Board.

2-5-2: POWERS AND DUTIES: The Emergency Telephone System Board shall have the following powers and duties:

- A. Planning an enhanced 9-1-1 system.
- B. Coordinating and supervising the implementation, upgrading or maintenance of the system, including the establishment of equipment specifications and coding systems.
- C. Receiving monies from the surcharge imposed under this Code and from any other source, for deposit into the Emergency Telephone System Fund.
- D. Authorizing all disbursements from the fund.

E. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.

F. All monies received by a board pursuant to a surcharge imposed under this Code shall be deposited into an Emergency Telephone System Fund. The treasurer of the Village shall be custodian of the fund. All interest accruing on the fund shall remain in the fund. No expenditures may be made from such fund except upon the direction of the board by resolution passed by a majority of all members of the board. Expenditures may be made only to pay for the costs associated with the following:

- (1) The design of the Emergency Telephone System.
- (2) The coding of an initial Master Street Address Guide data base, and update and maintenance thereof.
- (3) The repayment of any monies advanced for the implementation of the system.
- (4) The charges for Automatic Number Identification and Automatic Location Identification equipment, and maintenance, replacement and update thereof.
- (5) The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges, and
- (6) Other products and services necessary for the implementation, upgrade and maintenance of the system and any other purpose related to the operation of the system, including costs attributable directly to the construction, leasing, or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the system. Costs attributable directly to the operation of an emergency telephone system do not include the costs of public safety agency personnel who are and equipment that is dispatched in response to an emergency call.

This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

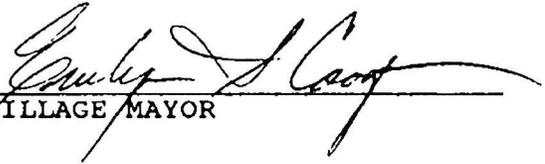
PASSED this 8th day of January, 19⁹⁰, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES: Trustees Angonese, Forres, Hayes, Saltiel, Schwan, Serauskas

NAYS: None

ABSENT: None

APPROVED this 8th day of January, 1990.


VILLAGE MAYOR

ATTEST:


VILLAGE CLERK

**CHAPTER 5
EMERGENCY TELEPHONE BOARD**

SECTION:

2-5-1: Board Established; Membership

2-5-2: Powers and Duties

2-5-1: BOARD ESTABLISHED; MEMBERSHIP There is hereby and herewith established an Emergency Telephone System Board composed of five (5) members who shall be appointed by the Mayor with the advice and consent of the Village Trustees. All members of this Board shall be appointed on the basis of their ability or experience. All members shall serve without compensation, but shall be reimbursed for their actual and necessary expenses in carrying out their duties as members of this Board.

2-5-2: POWERS AND DUTIES: The Emergency Telephone System Board shall have the following powers and duties:

- A. Planning and enhanced 9-1-1 system.
- B. Coordinating and supervising the implementation, upgrading or maintenance of the system, including the establishment of equipment specifications and coding systems.
- C. Receiving monies from the surcharge imposed under this Code and from any other source, for deposit into the Emergency Telephone System Fund.
- D. Authorizing all disbursements from the Fund.
- E. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.
- F. All monies received by a board pursuant to a surcharge Imposed under this Code shall be deposited into an Emergency Telephone System Fund. The Treasurer of the Village shall be custodian of the Fund. All interest accruing on the Fund shall remain in the Fund. No expenditures may be made from such Fund except upon the direction of the Board by resolution passed by a majority of all members of the Board. Expenditures may be made only to pay for the costs associated with the following:
 - 1. The design of the emergency telephone system.

2. The coding of an initial master street address guide date base, and update and maintenance thereof.
3. The repayment of any monies advanced for the implementation of the system.
4. The charges for automatic number identification and automatic location identification equipment, and maintenance, replacement and update thereof.
5. The nonrecurring charges related to installation of the emergency telephone system and the ongoing network charges, and
6. Other products and services necessary for the implementation, upgrade and maintenance of the system and any other purpose related to the operation of the system, including costs attributable directly to the construction, leasing, or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the system. Costs attributable directly to the operation of an emergency telephone system do not include the costs of public safety agency personnel who are and equipment that is dispatched in response to an emergency call. (Ord. 90-1117-01)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF VERNON HILLS,
THE COUNTRYSIDE FIRE PROTECTION DISTRICT AND
THE VILLAGE OF LINCOLNSHIRE FOR THE PURPOSE OF PROVIDING
EMERGENCY DISPATCH SERVICES**

This Agreement is made and entered into as of this 9th day of July 2013, by and between the Village of Vernon Hills, a Home Rule municipal corporation of the State of Illinois, in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (1970) and organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1 (hereinafter, "Vernon Hills"), the Countryside Fire Protection District, a Fire Protection District, organized and existing under the terms of the Illinois Fire Protection District Act, 70 ILCS 705/1 of the State of Illinois (hereinafter, "Countryside") jointly operating a communication center, and the Village of Lincolnshire, a Home Rule municipal corporation of the State of Illinois, in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (1970) and organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq. (hereinafter, "Lincolnshire").

WITNESSETH:

WHEREAS, pursuant to an intergovernmental agreement, Vernon Hills and Countryside jointly operate a communication center for dispatch services. For purposes of this Agreement Vernon Hills and Countryside shall be collectively referred to herein as the "Communication Center"; and

WHEREAS, Lincolnshire operates a full time police department (hereinafter, the "Police Department") providing police services within the Village of Lincolnshire; and

WHEREAS, the Communication Center and Lincolnshire wish to enter into an agreement, pursuant to which the Communication Center will provide Lincolnshire with emergency telephone answering and police radio dispatch services utilizing personnel and equipment maintained and operated by the Communication Center (hereinafter, collectively referred to as "the Dispatch Services"); and

WHEREAS, Lincolnshire desires to enter into this Agreement with the Communication Center to provide a mutually beneficial arrangement regarding police dispatch services provided by the Communication Center; and

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq., and other applicable authority;

WHEREAS, Lincolnshire, Countryside and Vernon Hills have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within their respective jurisdictional areas to enter into this Agreement providing that the Communication Center shall provide Dispatch Services to Lincolnshire.

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to all applicable statutes and local ordinances, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows:

Section 1. Recitals.

The foregoing recitals are by this reference incorporated herein and made a part hereof.

Section 2. Provision of Dispatch Services by Communication Center and Corresponding Obligations of Lincolnshire.

A. Obligations of the Communication Center. At all times during the term of this Agreement, The Communication Center shall continuously operate a full service dispatch center to provide Dispatch Services to Lincolnshire. Dispatch Services to be provided by the Communication Center to Lincolnshire shall include, without limitation, the following:

1. Provide 24-hour a day answering of all 9-1-1 calls for police, fire protection and emergency medical services within the Village of Lincolnshire.
2. Provide answering of all calls made to the public safety non-emergency ten (10) digit Police Department telephone number after normal business hours of the Police Department, as may be designated from time to time by the Chief of the Police Department (typically between 4:30 p.m. and 8:00 a.m).
3. Provide answering of all calls made by the Village of Lincolnshire automatic dial telephone and monitor video camera located in the vestibule of the Lincolnshire Village Hall.

Maintain updated telephone lists of Lincolnshire staff and employees, and implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by the Communication Center.

6. Provide 24-hour a day dispatching for all Lincolnshire Police Department calls for police services. The Communication Center shall provide a sufficient number of properly qualified employees to dispatch all reasonably anticipated calls for police services. Dispatching services shall be performed in general conformance with the standards of the Commission on Accreditation for Law Enforcement Agencies (CALEA) and the National Fire Protection Association (NFPA) .
7. Maintain and operate radio and computer communications with Lincolnshire for all Police Department calls, utilizing stated standards and existing procedures of the Communication Center.
8. Provide and continuously update training to all employees of the Communication Center in the operation of the equipment utilized by the Communication Center in order to provide the Dispatch Services, including but not limited to the Communication Center's New World

C.A.D. program for Police calls. The Communication Center agrees to maintain and update the New World C.A.D. program for police.

9. Upon request by Lincolnshire, the Communication Center shall provide copies of reports on call volume, LEADS reports, officer time usage, and any other requested reports.
10. Provide warning notifications to the Lincolnshire community and residents, including without limitation activating community warning sirens, as requested by Lincolnshire and in accordance with the Communication Center's policies and procedures, provided that Lincolnshire shall be responsible for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Lincolnshire's community warning sirens.
11. Maintain a call logging and recording system of all emergency 9-1-1 calls and, upon request, provide copies of recorded calls to the Village of Lincolnshire in accordance with the Communication Center policies and procedures. Call logging shall include the capture and collection of the following information: date, time, and duration of call and telephone number originating the call. The Communication Center shall comply with all lawful court orders regarding the preservation or disclosure of 9-1-1 call records.
12. Operate, maintain, and manage the Law Enforcement Data System program ("**LEADS**") and the National Crime Information Center program ("**NCIC**"), including without limitation the following activities:
 - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.
 - b. Enter into the LEADS or NCIC system information as requested by Lincolnshire, including without limitation warrants and sex offenders.
 - c. Maintain and manage Hot Files. Maintain, manage and retain all LEADS and NCIC files.
 - d. Remove from the LEADS and NCIC files information and data that is no longer current upon proper notification.
 - e. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Lincolnshire.
 - f. Maintain and manage C.A.D. run card files, occupancy/address files, mapping and caution notes.
13. Operate mutual aid dispatch services for Lincolnshire in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("**NIPAS**"), and the Illinois Law Enforcement Alarm System ("**ILEAS**") for police, provided, however, that the Communication Center's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Lincolnshire.

14. Record Retention. Retain all relevant records in compliance with State law.
15. Freedom of Information. Cooperate with all Freedom of Information Act requests filed with the Police Department regarding records retained by the Communications Center. The ultimate decision regarding whether to turn over any of Lincolnshire's public records shall rest entirely with Lincolnshire.
16. For the purpose of this Agreement, a "call" shall be any manner of communication by which the Communication Center is required to receive data from the public under applicable law. As of the Effective Date of this Agreement, a "call" shall include telephone and TTY/TTD communications.

B. Obligations of Lincolnshire. Lincolnshire agrees to perform the following in order to enable the Communication Center to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call out procedures, and non-emergency telephone answering procedures.
2. Provide timely notification of a Lincolnshire designee for receiving notice in the absence of Police Chief.
3. Provide reasonable cooperation in assisting the Communication Center to maintain accreditation as desired by the Communication Center.
4. Provide timely reports and other data needed for the Communication Center to comply with LEADS requirements.
5. The Communication Center agrees to participate in training exercises of Lincolnshire upon reasonable notification thereof.

Section 3. Determination and Payment of Costs by Lincolnshire.

A. Monthly Fee for Dispatch Services. Lincolnshire agrees to pay a monthly fee ("Monthly Dispatch Fee") for the Dispatch Services provided by the Communication Center pursuant to this Agreement in the amounts set forth in Exhibit A, attached hereto and incorporated by reference herein. The parties acknowledge and agree that the Monthly Dispatch Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Monthly Dispatch Fee shall be due on the first of each month beginning on October 1, 2013 (the "**Commencement Date**").

The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

B. Startup Capital Charges. The Communications Center will incur certain capital costs (the "Startup Capital Costs") relating to the transition of Lincolnshire's Dispatch Services to the Communication Center. The parties agree that the Startup Capital Costs associated with the transition total One Hundred Thirty Eight Thousand, Nine Hundred Seventy Five Dollars (\$138,975.00) (as more particularly detailed in Exhibit B, which is attached hereto and incorporated herein by reference). The Communication Center's expenses for Startup Capital Costs shall be invoiced directly to the Village of Lincolnshire as a separate charge from the Monthly Dispatch Fee.

C. Additional Capital Expenses. In the event that the Communications Center should determine that additional Capital Expenses are reasonably required in order for the Communication Center to initiate dispatch services for Lincolnshire which are attributable solely to Lincolnshire ("Additional Capital Expenses") and such Additional Capital Expenses would cause the total Capital Expenses to exceed One Hundred Thirty Eight Thousand, Nine Hundred Seventy Five Dollars (\$138,975.00), Lincolnshire shall only be responsible for such additional Capital Expenses as it may approve, in writing in advance of the capital expenditure being made. Such written agreement shall also provide for the method of payment for such Additional Capital expenses. If the parties cannot reach agreement regarding Additional Capital Expenses, the Dispatch Services Agreement may be terminated in accordance with Section 8 of this Agreement.

D. Payment of Monthly Dispatch Fees. Unless otherwise agreed to in writing by all of the parties to this Agreement, all checks representing payments of the Monthly Dispatch Fee, the charges for Startup Capital Expenses, and any Additional Capital Expenses shall be made payable to "The Village of Vernon Hills" and shall be mailed or delivered to the Village of Vernon Hills Police Department with a copy to the Countryside Fire Protection District, at the addresses provided in this Agreement. Countryside and Vernon Hills, pursuant to their Intergovernmental Agreement, shall be solely responsible for determining the percentage of any payments received from Lincolnshire which are to be distributed between Countryside and Vernon Hills.

E. New Recipients of Dispatch Services. The parties acknowledge that the Communication Center may be approached by other municipalities and/or fire protection districts to enter into agreements by which the Communication Center may provide dispatch services and the Communication Center retains the power, in its sole discretion, to enter into such agreements; provided that the Communication Center represents and warrants that the standards of performance for the Dispatch Services shall not materially diminish in any manner following any extension of similar services by the Communication Center to other municipalities or fire protection districts and that Lincolnshire shall not be responsible for any increased capital or operation cost to the Communication Center attributable to such other municipalities or fire protection districts receiving dispatch services from the Communication Center.

F. Adjustments to Exhibit A. The parties acknowledge that the Monthly Fees set forth in Exhibit A do not include estimated one-time capital outlay of One Hundred Thirty Eight Thousand, Nine Hundred Seventy Five Dollars (\$138,975.00) required to provide the Dispatch Services under this Agreement..

G. Radio Network Expenses. Lincolnshire, through a separate agreement, shall pay its own individual radio system use expenses for the use of the Central Lake County Radio Network Police Frequency as determined annually by the Central Lake County Radio Network Board.

Section 4. Insurance.

A. Coverage Provided. The Communication Center agrees to provide the insurance coverages for the Dispatch Services in at least the minimum amounts required by the Illinois Municipal League Risk Management Association, which amounts are currently reflected on Exhibit "C" attached hereto

1. Commercial General Liability, including coverage for Law Enforcement Liability;

2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
3. First Party Property;
4. Workers' Compensation; and
5. Employers' Liability for employees of the Communication Center who perform the Dispatch Services under this Agreement.

Such coverages shall be in amounts no less than the limits identified above.

B. Indemnification.

1. The Communication Center does hereby indemnify and hold Lincolnshire harmless from and against any and all claims which may arise out of the provision of Dispatch Services by the Communication Center under this Agreement, except to the extent caused by the negligence of Lincolnshire, as the case may be.
2. Lincolnshire does hereby indemnify and hold the Communication Center harmless from and against any and all claims which may arise out of the obligations of Lincolnshire under this Agreement, or any obligation related to the provision of police services, except to the extent caused by the negligence of the Communication Center.
3. Nothing in this Agreement is intended, no shall it be construed, to result in the waiver of any of the immunities granted to any of the Parties under the Local Governmental and Governmental Employees Tort Immunity Act, or under any other statute or at common law.

C. Proof of Coverage by the Communication Center. The Communication Center agrees to furnish to Lincolnshire a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer in compliance with this Agreement. The certificate shall be delivered to Lincolnshire within thirty (30) days after the effective date of this Agreement. The liability policies required by this Agreement shall be endorsed to name Lincolnshire as an additional insured and shall include coverage for liability assumed under a contract.

D. Termination of Coverage. If the Communication Center's coverage as provided by its insurer is terminated for any reason:

1. The Communication Center shall promptly notify Lincolnshire of receipt of any such notice; and
2. The Communication Center agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers or via self insurance.

E. Coverage by Lincolnshire. Lincolnshire agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage

and employers' liability for their employees who will perform obligations of Lincolnshire under this Agreement, and to provide proof of insurance at the Communication Center's request.

Section 5. Promotion of Interaction and Communication.

The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between the Communication Center and Lincolnshire. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

A. Access to Information about Service Delivery. Lincolnshire shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Lincolnshire (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of the Communication Center.

B. Issue Resolution Procedure. The Communication Center shall establish operational rules and procedures for logging in and responding to inquiries and issues referred to it by individuals requesting or receiving Dispatch and/or concerning the Dispatch Services. The procedures shall include a requirement that the Communication Center informs Lincolnshire when specific inquiries and/or issues are brought to the attention of the Communication Center. Notices shall be sent in the manner described in Section 10. The rules and procedures shall include responding to operational issues referred by the Village of Lincolnshire supervisors.

C. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis (at least quarterly) to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint resolution procedures described in Subsection 5.B of this Agreement.

Section 6. Records.

The Communication Center shall establish and keep a computerized record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section.

Section 7. Dispute Resolution.

A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been

delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, the Communication Center and Lincolnshire shall continue to fulfill the terms of this Agreement to the fullest extent possible. The Communication Center shall continue to provide Dispatch Services to Lincolnshire as provided by this Agreement. Lincolnshire shall continue to make all monthly payments to the Communication Center for the Dispatch Services as provided by this Agreement other than such Additional Capital Expenditures about which there may be a dispute.

C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Lake County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety. However, during all periods in which the parties are dealing with a dispute or a remedy, the Communication Center shall continue to provide dispatch services only so long as Lincolnshire continues to make its monthly payments.

Section 8. Term: Termination.

A. Term. The term of this Agreement shall be for five (5) years following the Commencement Date, terminating on _____, 2018. The parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable.

B. Termination. This Agreement may be terminated pursuant to one of the following procedures:

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of each of the parties; or
2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have 10 days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding 90 days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective six months from the date of the written notice (or by such later date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement.

3. In no event shall either party have the right to terminate this Agreement without cause for the initial five (5) year term of this Agreement. Thereafter, any party may cancel this agreement without cause with advance written notice of at least eighteen (18) months. Lincolnshire shall be responsible to reimburse the Communication Center for unemployment compensation costs incurred by the Communication Center that are directly attributable to Lincolnshire's request for early termination, unless a court of competent jurisdiction determines that such termination of this Agreement was due to a breach of this Agreement by the Communication Center.

Section 9. Miscellaneous.

A. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise which impose obligations on the Communication Center over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs.

B. Effective Date. This Agreement shall be effective as of the date it is signed by both parties; provided, however, that the services to be provided by the Communication Center to Lincolnshire shall not begin until the Commencement Date.

Section 10. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

B. Notices and communications to the Communication Center shall be addressed to, and delivered at, the following address:

Vernon Hills Police Department
754 Lakeview Parkway Vernon
Hills, IL 60061

Attention: Police Chief
Facsimile: 847-367-3734

with a copy to: Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061
Attn Village Manager
Facsimile

with a copy to: Robert C. Kenny
Schain, Burney, Banks & Kenny, Ltd
70 W. Madison Street; Suite 4500
Chicago, IL 60602
Facsimile

Notices and communications to Countryside shall be addressed to, and delivered at, the following address:

Countryside Fire Protection District
600 Deerpath Drive
Vernon Hills, IL 60061-1834
Attention: Chief Jeff Steingart
Facsimile

with a copy to John Kelly

Ottosen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd.
1804 North Naper Boulevard, Suite 350
Naperville, IL 60563
Facsimile

Notices and communications to Lincolnshire shall be addressed to, and delivered at, the following address:

Lincolnshire Police Department
One Olde Half Day Road
Lincolnshire, IL
ATTN: Police Chief
Facsimile: 847-883-9909

with a copy to:

Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069
ATTN. Village Manager
Facsimile: 847-883-8608

with a copy to:

Adam B. Simon
Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
175 E. Hawthorn Parkway, Suite 145
Facsimile: 847-247-7405

C. Time of the Essence. Time is of the essence in the performance of this Agreement.

D. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

E. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

F. Ownership and Capital Costs. Vernon Hills will own the entire dispatch system, including all equipment maintained inside the communication center at 754 Lakeview Parkway, Vernon Hills, Illinois.

G. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

H. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

I. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

K. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

L. Exhibits. Exhibits A and B attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

M. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

N. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

O. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

P. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Communication Center, Countryside, Vernon Hills, and Lincolnshire.

IN WITNESS HEREOF, Vernon Hills, Countryside, and Lincolnshire, respectively, have caused this Agreement to be executed by their respective Village Presidents and attested by their respective Village Clerks and President of the Fire Protection District and its Secretary respectively as of the day and year first above written.

VILLAGE OF LINCOLNSHIRE,

By: Brett Blomberg, Village President

ATTEST: _____
By Barbara Mastandrea, Village Clerk

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VILLAGE OF LINCOLNSHIRE,

Brett Blomberg
By: Brett Blomberg, Village President

ATTEST: Barbara Mastandrea
By Barbara Mastandrea, Village Clerk

VILLAGE OF VERNON HILLS

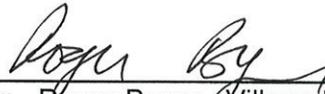
By: Roger Byrne, Village President

ATTEST: _____

COUNTRYSIDE FIRE PROTECTION DISTRICT

By: Frank Wolowic, President Board of Trustees

VILLAGE OF VERNON HILLS


By: Roger Byrne, Village President

ATTEST:  

~~**COUNTRYSIDE FIRE PROTECTION DISTRICT**~~

~~By: Frank Wolowic, President Board of Trustees~~

~~ATTEST: _____~~

EXHIBIT A +B

Village of Lincolnshire Consolidation Costs - Active Project

Description	Assumption	One Time Expense	8/15/2013		Annual Expense 2014/15	Annual Expense 2015/16	Annual Expense 2016/17	Annual Expense 2017/18
			Annual Expense	Actual one time Expense Over (savings)				
Dispatch Services								
Dispatch Contract	per year with 3% annual adjuster		\$272,320.00		\$280,490	\$288,900	\$297,570	\$306,500
Capital Expenditures	one time cost	\$43,000.00	\$43,000.00	\$43,000.00	0.00			
		\$43,000.00	\$272,320.00	\$43,000.00	\$280,490.00	\$288,900.00	\$297,570.00	\$306,500.00
Telephone System								
Mirra/Word Voice Logging system maintenance		0	\$234.00					
Shoretel - increase license		\$100.00	\$0.00					
MorganBirge Support - Shoretel system		0	\$250.00					
Positron maintenance		\$0.00	\$1,750.00					
Lobby phone	2 POTS lines	\$165.00	\$480.00					
		\$265.00	\$2,714.00					
Radio System								
MCC5500 and Bramic console maintenance/support		0	\$750.00					
LIPD relocate F1 radio capabilities to records		\$1,846.00	\$715.00	\$1,381.06				
outdoor warning siren conversion/integration	must use 10 digit format, VHPW NB tra	\$715.00	\$0.00	\$810.00				
		\$2,561.00	\$750.00					
IT Support								
Network setup - Verizon Private Network	Mobiles must use Verizon private network	\$250.00	\$0.00					
see 2nd sheet		\$2,500.00	\$0.00					
Network setup - LAN integration	estimated 10 hrs at \$250/each	\$2,500.00	\$0.00					
IT Support - M-F, 9-5	**agency should increase year 1 hours*	\$0.00	\$0.00					
IT Support - After hours	**agency should include provision**	\$0.00	\$0.00					
			\$0.00					
Alarm System								
Interconnect to existing CFD alarm monitoring system	All alarms were found to be the school districts. No village alarms moved	\$3,930.00	\$288.00	\$0.00				
		\$3,930.00	\$0.00					
Infrastructure								
T1 - once	This would be above/beyond current T1 if needed	\$0.00	\$0.00					
T1 - recurring	Veris	\$0.00	\$0.00					
Protech UPS System - maintenance	PM and reserve transfer for battery replacement	0	\$1,820.00					
LIPD Keyscan door control integration	using Malco as vendor	\$10,754.00	\$13,354.00					
LIPD replacement DVR system	using Chicago Comm. Systems	\$10,975.00						
Video monitoring	will use on demand connection	\$0.00						
Move video monitors, multiplexers, intercom master and change front door to autofaller	using Chicago Communications Systems	\$9,170.00						
LIPD	VHCCC will be set up as a backup site for Lincolnshire's CTY system	\$0.00						
		\$30,899.00	\$1,820.00	\$13,354.00				
Software								
New World Systems Mobile Messaging		\$23,100.00	\$0.00	\$23,100.00				
New World Systems Field Based Reporting		\$25,200.00	\$0.00	\$25,200.00				
New World Systems In Station Reporting		\$27,000.00		\$27,000.00				
New World Systems Software Vol discount		\$7,530.00		\$7,530.00				
New World LERMS		\$18,000.00	\$0.00	\$18,000.00				
GIS, Third party and implementation costs	**does not include training. Training is the responsibility of each individual agency (6k livescan, 2.1k in car map)	\$10,100.00		\$10,100.00				
New World Systems software discount		-\$10,354.00	\$0.00	-\$10,354.00				
New World Systems SSMA - Lincolnshire yr 1	4% annual increases, plus any additional software	\$0.00	\$14,059.00		\$14,621	\$15,206	\$15,814	\$16,447
New World Systems Shared SSMA (CAD)		\$0.00	\$1,822.50		\$1,895	\$1,971	\$2,050	\$2,132
		\$85,516.00	\$16,881.50	\$0.00	\$16,516.76	\$17,177.43	\$17,864.53	\$18,579.11
Cost of Dispatching:		\$272,320.00	per year with annual adjuster					
Capital Expense:		\$197,070.00	all one time expenses					
Recurring Costs:		\$21,165.50	per year w/annual adjustments					

Project Mangement Costs or Costs not detailed in spreadsheet

Date	Start	End	total	reason	Who
3/18/2013	1600	1700	1	inital discussion concerning alarm boards, video monitoring, intercomm system	Dunning
3/29/2013	1600	1700	1	meeting with Chicago Communications systems about intercom, monitors, etc	Dunning
4/8/2013	1600	1730	1.5	project meeting with COP and Jamie, presented Li equipment move quotes	Dunning
8/12/2013	1700	1900	2	data entry for parks, churchs, business'	Dunning
8/13/2013			.75 hrs	ABN setup email distributions lists for PD	ABN-Wells

EXHIBIT C

CERTIFICATE OF COVERAGE

ISSUE DATE (MM/DD/YY)
5/9/2013

M 789

ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION

c/o Cannon Cochran Management Services, Inc.
Towne Centre Building
2 East Main Street
Danville, IL 61832

COVERED MEMBER

Village of Vernon Hills
Attn: Peggy Koperski
290 Evergreen Drive
Vernon Hills IL 60061-2904

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENTS BELOW.

COVERAGE PROVIDED BY

Coverage Provider	A	Illinois Municipal League Risk Management
Coverage Provider	B	
Coverage Provider	C	
Coverage Provider	D	
Coverage Provider	E	

COVERAGES

THIS IS TO CERTIFY THAT COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

PR LTR	TYPE OF COVERAGE	AGREEMENT NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	0181E0600	12/31/2012	12/31/2013	GENERAL AGGREGATE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGG.	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	1,000,000
	<input checked="" type="checkbox"/> BROAD FORM CGL				FIRE DAMAGE (Any one fire)	
	<input type="checkbox"/> LIQUOR LIABILITY			MED. EXPENSE (Any one person)		
A	AUTOMOBILE LIABILITY	0181E0600	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT	1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
A	EXCESS LIABILITY	0181E0600	12/31/2012	12/31/2013	EACH OCCURRENCE	7,000,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur				AGGREGATE	
A	WORKERS COMPENSATION	0181E0600	12/31/2012	12/31/2013	STATUTORY LIMITS	X
	EMPLOYERS LIABILITY	0181E0600	12/31/2012	12/31/2013	PER OCCURRENCE	3,000,000
A	PROP / IM / APD	0181E0600	12/31/2012	12/31/2013	PER OCCURRENCE	250,000,000
Subject to \$500 deductible						

Other

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

PROOF OF COVERAGE

CERTIFICATE HOLDER

VILLAGE OF VERNON HILLS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED SIGNATURE

Julia Reynolds