



**AGENDA**  
**REGULAR VILLAGE BOARD MEETING**  
**Village Hall - Public Meeting Room**  
**Monday, July 25, 2016**  
**7:00 p.m.**

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

**CALL TO ORDER**

**1.0 ROLL CALL**

**2.0 APPROVAL OF MINUTES**

2.1 Approval of the June 11, 2016 Regular Village Board Meeting Minutes

**3.0 REPORTS OF OFFICERS**

3.1 Mayor's Report

3.2 Village Clerk's Report

3.3 Village Treasurer's Report

3.4 Village Manager's Report

**4.0 PAYMENT OF BILLS**

4.1 Bills Presented for Payment on July 25, 2016 in the amount of \$1,394,775.04

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

**6.0 PETITIONS AND COMMUNICATIONS**

**7.0 CONSENT AGENDA (None)**

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

**8.0 ITEMS OF GENERAL BUSINESS**

8.1 Planning, Zoning & Land Use

8.11 Approval of an Ordinance Adopting a Donation Agreement for Park, School and Library Cash Donations for Proposed 404 Social Rental Residential Community at CityPark of Lincolnshire (ECD-Lincolnshire Theater, LLC)

8.2 Finance and Administration

8.3 Public Works

8.4 Police

8.41 Approval of an Amendment to Section 3-3-2-6 of Title 3, Chapter 3  
(Liquor Control) Cancelling a Class "D" Liquor License Previously Issued  
to Cosi, Inc. (Waiver of First Reading - Village of Lincolnshire)

8.5 Parks and Recreation

8.6 Judiciary and Personnel

9.0 **REPORTS OF SPECIAL COMMITTEES**

10.0 **UNFINISHED BUSINESS**

11.0 **NEW BUSINESS**

12.0 **ADJOURNMENT**



**MINUTES**  
**REGULAR VILLAGE BOARD MEETING**  
**Monday, July 11, 2016**

Present:

|   |  |
|---|--|
| Mayor Brandt                                | Trustee Feldman                            |
| Trustee Grujanac                            | Trustee Hancock                            |
| Trustee McDonough                           | Trustee Servi                              |
| <del>Trustee Leider</del>                   | Village Clerk Mastandrea                   |
| Village Attorney Simon                      | Village Manager Burke                      |
| <del>Acting Chief of Police Price</del>     | <del>Public Works Director Woodbury</del>  |
| Village Treasurer/Finance Director Peterson | Assistant Director of Public Works/Village |
| Economic Development Coordinator            | Engineer Dittrich                          |
| Zozulya                                     |  |

**ROLL CALL**

Mayor Brandt called the meeting to order at 8:10 p.m., and Village Clerk Mastandrea called the Roll.

**2.1 Approval of the June 27, 2016 Regular Village Board Meeting Minutes**

Trustee McDonough moved and Trustee Hancock seconded the motion to approve the minutes of the Regular Village Board Meeting of June 27, 2016 as presented. The roll call vote was as follows: AYES: Trustees Hancock, Grujanac, McDonough, and Servi. NAYS: None. ABSENT: Trustee Leider. ABSTAIN: Trustee Feldman. Mayor Brandt declared the motion carried.

**3.0 REPORTS OF OFFICERS**

3.1 Mayor's Report

**3.11 4<sup>th</sup> of July**

Mayor Brandt thanked all Village staff; especially all Public Works and Police Personnel and Economic Development Coordinator Tonya Zozulya for working so hard to make the 4<sup>th</sup> of July celebration a success. Mayor Brandt noted positive feedback regarding the carnival games, parade, music, cardboard boat regatta, and especially the fireworks.

**3.12 Introduction of Attorney Adam Lasker**

Mayor Brandt asked Village Attorney Simon to introduce guest from the Village's law firm Ancel Glink's who may be substituting as Village legal counsel from time to time.

Village Attorney Simon stated John Christensen, who occasionally steps in for Village Attorney Simon, has moved on from the firm and introduced Adam Lasker as his backup who will attend Village meetings needed.

3.2 Village Clerk's Report - None

3.3 Village Treasurer's Report

**3.31 Revenues and Expenditures Summary for the Month of June, 2016**

Village Treasurer/Finance Director Peterson stated the Revenue and Expenditure Summary is included in the Board packet; and all revenues and expenditures have been properly recorded for the month of June 2016.

3.4 Village Manager's Report

Village Manager Burke also thanked staff for the success of the 4<sup>th</sup> of July and reported initial indicating's this year produced very high level ticket sales compared to other years. Village Manager Burke noted all activities appear to be in line with years in the past.

**4.0 PAYMENT OF BILLS**

**4.1 Bills Presented for Payment on July 11, 2016 in the amount of \$144,122.10**

Village Treasurer/Finance Director Peterson provided a summary of the July 11, 2016 bills prelist presented for payment with the total being \$144,122.10. The total amount is based on \$78,000 for General Fund; \$14,400 for Water & Sewer Fund; \$42,500 for Retirement Fund; \$3,700 for Vehicle Maintenance; and \$5,500 for the General Capital Fund.

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

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

**6.0 PETITIONS AND COMMUNICATIONS**

**7.0 CONSENT AGENDA**

**7.1 Approval of Out of Village Water Service Request for 16139 Port Clinton Road (Sou-Jen Chang)**

**7.2 Approval of Requested Fee Waiver for Site Work Permit for Lincolnshire-Riverwoods Fire Protection District**

**7.3 Approval of Purchase of a Portable Truck Lift and Auxiliary Jack Stands under the National Joint Powers Alliance contract number (061015-RRL) awarded to Standard Industrial and Auto Equipment, Inc. from Hanover Park, IL in an amount not to exceed \$48,666.79 (Village of Lincolnshire)**

**7.4 Approval of a Professional Service Contract with RJN Group, Inc. for Engineering Services at a Cost Not to Exceed \$77,500 (Village of Lincolnshire)**

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

## **8.0 ITEMS OF GENERAL BUSINESS**

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

### **8.2 Finance and Administration**

#### **8.21 Receipt and Presentation of 2015 Village of Lincolnshire Comprehensive Annual Financial Report (Audit) (Village of Lincolnshire)**

Village Treasurer/Finance Director Peterson and Mr. Daniel Berg, Partner with Sikich presented the 2015 Village of Lincolnshire Comprehensive Annual Financial Report (Audit). Mr. Berg stated the auditor's responsibility is to express an opinion on the financial statements prepared by the Village. The auditor's actual opinion of Lincolnshire's statements is an un-modified opinion, which is the best opinion an auditor can give. The opinion appears on page 2 which states "the financial statements present fairly in all material respects, the financial position of the Village".

Village Treasurer/Finance Director Peterson noted page 59 of the audit report displays a \$73,500 Police Pension contribution deficiency from the Village. He further stated the report format is required per accounting standards; however, it doesn't fairly represent the Village's efforts to fund the Police Pension Fund. Specifically, the report fails to address a timing issue related to when property taxes are levied and when they are actually received. The schedule prepared by Village Treasurer/Finance Director Peterson; displayed in Formal Transmittal section, addresses the timing issues and properly reports the Village is contributing \$50,000 in excess of the Police Pension Board's request for tax year 2015.

Trustee Hancock asked for more information regarding the Police Pension contribution deficiency. Mr. Berg stated the actuary comes up with the recommendation during the year which will go into the December tax levy, the accountants note the recommendation made during 2016 and reflected in the 2016 tax levy, but the collection for the 2016 tax levy is not made until 2017. This results in a timing issue on in which taxes are levied in one fiscal year but not received until the subsequent fiscal year.

Village Treasurer/Finance Director Peterson and Mr. Berg continued presenting the 2015 Village of Lincolnshire Comprehensive Annual Financial Report. Mr. Berg provided information regarding the impact of GASB 68 has on pension accounting.

Trustee McDonough asked what effect will the \$8,000,000 deficit, due to GASB 68 accounting, have on the percentage funded the Village is familiar seeing in prior reports. Mr. Berg stated "The percentage funded will drop. In brief, the liabilities went up while the assets remained the same, resulting in a drop in the percentage funded." A conversation regarding investment returns

followed, specifically “what were the actual returns compared to the projected returns?” noting “the net impact for 2015 was \$800,000 to the bad”.

Mayor Brandt asked Mr. Berg to confirm Lincolnshire's Police Pension Fund will remain in the top 10 funded throughout Illinois; Mr. Berg confirmed this could be expected based upon what he knew of other plans across the state. Village Treasurer/Finance Director Peterson noted the Village is doing fine with funding and will not see a substantial increase in contribution request from the Police Pension Board. Village Treasurer/Finance Director Peterson stated staff has seen the Police Pension 2016 funding number, and it will soon be presented by Police Pension President Steven Lee. Village Manager Burke noted the Police Pension Board will make a formal request at the August budget meeting. Mr. Berg stated this should not affect bond ratings or (borrowing) interest rates due to disclosure.

Mr. Berg continued the presentation with information related to standard Communication to the Board and Management Letter.

Village Treasurer/Finance Director Peterson noted transparency and required filings related to the audit and thanked the auditors and staff for assistance in assembling the information related to this document.

- 8.3 Public Works
- 8.4 Police
- 8.5 Parks and Recreation
- 8.6 Judiciary and Personnel

**9.0 REPORTS OF SPECIAL COMMITTEES**

**10.0 UNFINISHED BUSINESS**

**11.0 NEW BUSINESS**

**11.1 Consideration and Support of Mayors United Against Anti-Semitism Initiative**

Mayor Brandt introduced this topic and noted it was an issue raised by Trustee Feldman. Trustee Feldman noted there was a newspaper article of Mayors coming together in support of United Against Anti-Semitism and suggested Lincolnshire support the initiative.

Mayor Brandt noted if it the consensus of the Board she would be happy to put her name on a letter of support.

There was a consensus of the Board to support Mayors United Against Anti-Semitism.

**12.0 EXECUTIVE SESSION**

**13.0 ADJOURNMENT**

Trustee Grujanac moved and Trustee McDonough seconded the motion to adjourn. The voice vote was unanimous and Mayor Brandt declared the meeting adjourned at 8:43 p.m.

Respectfully submitted,

**VILLAGE OF LINCOLNSHIRE**

Barbara Mastandrea  
Village Clerk



**VILLAGE OF LINCOLNSHIRE**  
**BILLS PRESENTED FOR PAYMENT**  
July 25, 2016

|                                  |    |              |
|----------------------------------|----|--------------|
| General Fund                     | \$ | 616,962.57   |
| Water & Sewer Fund               | \$ | 279,838.32   |
| Motor Fuel Tax                   |    |              |
| Retirement Fund                  | \$ | 46,111.57    |
| Water & Sewer Improvement Fund   | \$ | 131,528.54   |
| Fraud, Alcohol, Drug Enforcement | \$ | 2,093.50     |
| Vehicle Maintenance Fund         | \$ | 8,179.11     |
| E 911 Fund                       |    |              |
| Park Development Fund            | \$ | 888.12       |
| Sedgebrook SSA                   |    |              |
| SSA Traffic Signal               |    |              |
| General Capital Fund             | \$ | 309,173.31   |
| GRAND TOTAL                      | \$ | 1,394,775.04 |

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Brad Burke, Village Manager

**CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE**  
**INVOICE DUE DATES 07/12/2016 - 07/25/2016**  
**JOURNALIZED**  
**BOTH OPEN AND PAID**

| INVOICE NUMBER  | DESCRIPTION  | AMOUNT     |
|---|--|------------|
| <b>VENDOR NAME: ACCURATE DOCUMENT DESTRUCTION</b>     |  |            |
| 14280319  | Document Shredding 06-16-16                          | 83.77      |
| TOTAL VENDOR ACCURATE DOCUMENT DESTRUCTIO             |  | 83.77      |
| <b>VENDOR NAME: ADAMS ENTERPRISES, INC.</b>           |  |            |
| 782795  | Hitch set up for PW use                              | 145.50     |
| TOTAL VENDOR ADAMS ENTERPRISES, INC.                  |  | 145.50     |
| <b>VENDOR NAME: AIR ONE EQUIPMENT, I</b>              |  |            |
| 114418  | Air mask flowtest, scuba hydrotest and travel time   | 318.00     |
| TOTAL VENDOR AIR ONE EQUIPMENT, I                     |  | 318.00     |
| <b>VENDOR NAME: AIRGAS, INC</b>                       |  |            |
| 9937095543  | Cylinder rental                                      | 202.66     |
| TOTAL VENDOR AIRGAS, INC                              |  | 202.66     |
| <b>VENDOR NAME: AJILON PROFESSIONAL STAFFING</b>      |  |            |
| 7992895   | CED Temp - Carol Fritz - 6/20/16 - 6/24/16           | 875.63     |
| TOTAL VENDOR AJILON PROFESSIONAL STAFFING             |  | 875.63     |
| <b>VENDOR NAME: ALL AMERICAN EXTERIOR SOLUTIONS</b>   |  |            |
| 58057   | 2nd payment roof replacement at VH work thru 6/30    | 275,040.00 |
| TOTAL VENDOR ALL AMERICAN EXTERIOR SOLUTION           |  | 275,040.00 |
| <b>VENDOR NAME: ALPHA BUILDING MAINT. SERVICE INC</b> |  |            |
| 16849VL   | Janitorial services July 2016                        | 2,084.57   |
| TOTAL VENDOR ALPHA BUILDING MAINT. SERVICE IN         |  | 2,084.57   |
| <b>VENDOR NAME: ALPHA MEDIA LLC</b>                   |  |            |
| NNO Radio   | NNO Radio Interview & Commercial Spots               | 500.00     |
| TOTAL VENDOR ALPHA MEDIA LLC                          |  | 500.00     |
| <b>VENDOR NAME: AMERICAN PRINTING TECHNOLOGIES</b>    |  |            |
| 16-LS07   | July 2016 UB Print Service & Add'l Programming       | 615.00     |
| 16-LS07P  | Postage- July 2016 Utility Bills                     | 964.66     |
| TOTAL VENDOR AMERICAN PRINTING TECHNOLOGIES           |  | 1,579.66   |
| <b>VENDOR NAME: ANIMAL CONTROL SPECIALISTS, INC.</b>  |  |            |
| 16-6204   | Service call for digger bee's at Spring Lake Park Be | 95.00      |
| 16-6204A  | Bee/wasp/hornet treatment at Spring Lake Beach       | 130.00     |
| TOTAL VENDOR ANIMAL CONTROL SPECIALISTS, INC.         |  | 225.00     |
| <b>VENDOR NAME: ARAMARK</b>                           |  |            |
| 2080640011  | Uniform rental                                       | 77.30      |
| 2080630686  | Uniform rental                                       | 77.30      |
| TOTAL VENDOR ARAMARK                                  |  | 154.60     |
| <b>VENDOR NAME: ARLINGTON HEIGHTS FORD</b>            |  |            |
| 765521  | Kit and weathertich liners for new truck #241        | 195.23     |
| C89563  | Air bag warning light on constant for squad #98      | 185.90     |
| 765581  | Module for trailer for new truck #243                | 106.03     |
| 765510  | Wheel asy for squad #106                             | 144.49     |
| 766462  | Wheel asy for Squad #107                             | 144.49     |
| 766743  | Mudflap kit for new truck #243                       | 57.75      |
| 766742  | Mudflap kit for new truck #241                       | 57.75      |
| TOTAL VENDOR ARLINGTON HEIGHTS FORD                   |  | 891.64     |
| <b>VENDOR NAME: ARTHUR J. GREENE CONSTRUCTION CO.</b> |  |            |
| B15-0027EP  | BD Engineering Bond Refund - 304 Hamilton            | 8,549.00   |
| B15-0012EP  | BD Engineering Bond Refund - 306 Hamilton Ct         | 5,600.00   |
| TOTAL VENDOR ARTHUR J. GREENE CONSTRUCTION            |  | 14,149.00  |

**CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE**  
**INVOICE DUE DATES 07/12/2016 - 07/25/2016**  
**JOURNALIZED**  
**BOTH OPEN AND PAID**

| <b>INVOICE NUMBER</b>                                    | <b>DESCRIPTION</b>                                      | <b>AMOUNT</b> |
|--|---|---------------|
| <b>VENDOR NAME: ATL FIRST AID, INC</b>                   |   |               |
| 12563  | First aid supplies for first aid cabinet at Spring Lake | 35.86         |
| 12561  | First aid replacements for PWF shop area cabinet        | 65.16         |
| TOTAL VENDOR ATL FIRST AID, INC                          |   | 101.02        |
| <b>VENDOR NAME: B &amp; F CONSTRUCTION CODE SERVICES</b> |   |               |
| 44305  | Permit Review 1115066 - Athletico - 430 Milwaukee       | 895.50        |
| 44292  | Permit Review 1115063 - Citypark Lobby - 250 Park       | 225.00        |
| TOTAL VENDOR B & F CONSTRUCTION CODE SERVIC              |   | 1,120.50      |
| <b>VENDOR NAME: BADE PAPER PRODUCTS</b>                  |   |               |
| 202179-00  | Paper products  | 367.27        |
| TOTAL VENDOR BADE PAPER PRODUCTS                         |   | 367.27        |
| <b>VENDOR NAME: BANK FINANCIAL</b>                       |   |               |
| 07012016   | NP/Schelter Rd & Rt 22 Utility Loan Payment (Semi       | 334,431.66    |
| TOTAL VENDOR BANK FINANCIAL                              |   | 334,431.66    |
| <b>VENDOR NAME: BENISTAR</b>                             |   |               |
| 08012016   | June 2016 Medical Over 65                               | 954.00        |
| TOTAL VENDOR BENISTAR                                    |   | 954.00        |
| <b>VENDOR NAME: BJT EXPRESS INC.</b>                     |   |               |
| P37377   | Refund Overpayment on Parking Ticket #37377             | 25.00         |
| TOTAL VENDOR BJT EXPRESS INC.                            |   | 25.00         |
| <b>VENDOR NAME: BURKE, CHRISTOPHER</b>                   |   |               |
| 129902   | Pocket Park permit coordination thru 6/25/16            | 888.12        |
| 130277   | LOMR_F submission services thru 6/25/16                 | 493.67        |
| TOTAL VENDOR BURKE, CHRISTOPHER                          |   | 1,381.79      |
| <b>VENDOR NAME: BUSS LANDSCAPE CO.</b>                   |   |               |
| B16-0007T  | BD Tree Bond Refund - E.H. Wachs - 600 Knightsbr        | 6,750.00      |
| TOTAL VENDOR BUSS LANDSCAPE CO.                          |   | 6,750.00      |
| <b>VENDOR NAME: CALL ONE</b>                             |   |               |
| 07152016   | Monthly Phone Bill 1122574 07/15/16                     | 1,334.02      |
| TOTAL VENDOR CALL ONE                                    |   | 1,334.02      |
| <b>VENDOR NAME: CHICAGO COMMUNICATIONS, LLC</b>          |   |               |
| 283858   | August 2016 Monthly Maintenance Agreement               | 634.15        |
| TOTAL VENDOR CHICAGO COMMUNICATIONS, LLC                 |   | 634.15        |
| <b>VENDOR NAME: CHICAGOLAND PAVING</b>                   |   |               |
| 161201-F   | 2016 Pavement Patching-Final pay request                | 38,685.50     |
| TOTAL VENDOR CHICAGOLAND PAVING                          |   | 38,685.50     |
| <b>VENDOR NAME: CITYTECH USA, INC.</b>                   |   |               |
| 2772   | 2016 PublicSalary Membership                            | 230.00        |
| TOTAL VENDOR CITYTECH USA, INC.                          |   | 230.00        |
| <b>VENDOR NAME: CL GRAPHICS</b>                          |   |               |
| 64076  | Brad Leese Business Cards                               | 133.60        |
| 64066  | Letterhead window envelopes                             | 273.21        |
| TOTAL VENDOR CL GRAPHICS                                 |   | 406.81        |
| <b>VENDOR NAME: CLARKE AQUATIC SERVICES</b>              |   |               |
| 3225598  | Aquatic weed mgmt at Village Hal                        | 834.00        |
| 3225599  | Aquatic weed control PWF                                | 291.00        |
| 3225596  | Aquatic weed control Durham detention ponc              | 442.00        |
| 3225597  | Aquatic weed control Spring Lake                        | 1,039.00      |

**CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE**  
**INVOICE DUE DATES 07/12/2016 - 07/25/2016**  
**JOURNALIZED**  
**BOTH OPEN AND PAID**

| <b>INVOICE NUMBER</b>                                 | <b>DESCRIPTION</b>   | <b>AMOUNT</b> |
|---|--|---------------|
| <b>VENDOR NAME: CLARKE AQUATIC SERVICES</b>           |  |               |
|   | TOTAL VENDOR CLARKE AQUATIC SERVICES                               | 2,606.00      |
| <b>VENDOR NAME: CLARKE ENVIRONMENTAL</b>              |  |               |
| 6357304   | Payment 3 of 4   | 17,215.00     |
|   | TOTAL VENDOR CLARKE ENVIRONMENTAL                                  | 17,215.00     |
| <b>VENDOR NAME: CLASSIC EVENT &amp; TENT RENTALS</b>  |  |               |
| 0001848137  | Labor charge for incorrect pickup date                             | 375.00        |
|   | TOTAL VENDOR CLASSIC EVENT & TENT RENTALS                          | 375.00        |
| <b>VENDOR NAME: CLESEN, INC.</b>                      |  |               |
| 316114  | Orange safety fence and steel fence posts for July 4               | 179.75        |
| 316116  | DBH tape and arborjet tape   | 52.00         |
|   | TOTAL VENDOR CLESEN, INC.  | 231.75        |
| <b>VENDOR NAME: COMED</b>                             |  |               |
| 7299013001-07-16                                      | Utilities electric service 6/6/16 to 7/5/16                        | 144.34        |
| 5760114015-07-16                                      | Utilities multi-account 6/3/16 to 7/5/16                           | 125.45        |
| 3168065033-07-16                                      | Utilities electric service 6/3/16 to 7/1/16                        | 58.33         |
| 6123019023-07-16                                      | Streetlighting electric service 6/7/16 to 7/7/16                   | 273.66        |
| 3038275001-07-16                                      | Whytegate Pk electric service 6/7/16 to 7/1/16                     | 30.79         |
| 0995113016-07-16                                      | Entry sign area 6/3/16 to 7/6/16                                   | 46.37         |
| 0777044014-07-16                                      | Utilitieselectric service 6/6/16 to 7/5/16                         | 89.93         |
| 0339014158-07-16                                      | Streetlighting electric service 6/3/16 to 7/1/16                   | 7.04          |
| 7128083006-07-16                                      | Utilities electric service 6/3/16 to 7/1/16                        | 88.13         |
| 6520050011-07-16                                      | Utilities electric service 6/6/16 to 7/1/16                        | 91.73         |
|   | TOTAL VENDOR COMED   | 955.77        |
| <b>VENDOR NAME: CONSTELLATION ENERGY</b>              |  |               |
| 67572596  | 205 Schelter electricity supply 6/3/16 to 6/30/16                  | 1,547.47      |
| 67572304  | 1W Oxford electricity supply 6/2/16 to 6/30/16                     | 108.25        |
| 67572477  | 1 Olde Half Day multi-account electricity supply 6/2/16 to 6/30/16 | 3,235.22      |
| 67572650  | 45 Londonderry electricity supply 6/2/16 to 6/30/16                | 329.98        |
|   | TOTAL VENDOR CONSTELLATION ENERGY                                  | 5,220.92      |
| <b>VENDOR NAME: COSI, INC</b>                         |  |               |
| Refund License Fee                                    | Refund 2015 Liquor License Fee                                     | 2,500.00      |
|   | TOTAL VENDOR COSI, INC   | 2,500.00      |
| <b>VENDOR NAME: DAVEY TREE EXPERT</b>                 |  |               |
| 910158463   | 130 Pembroke hazard tree removal                                   | 562.00        |
| 910172118   | Tree removal for drainage impr, visibility, hazard, Ju             | 2,450.00      |
|   | TOTAL VENDOR DAVEY TREE EXPERT                                     | 3,012.00      |
| <b>VENDOR NAME: DUSTCATCHERS &amp; A LOGO MAT INC</b> |  |               |
| 18379   | Floor mat rental for Village Hall                                  | 20.00         |
| 18988   | Floor mat rental service for Village Hal                           | 20.00         |
| 18987   | Floor mat rental service for Public Works building                 | 36.52         |
| 18378   | Floor mat rental for PWF building                                  | 36.52         |
|   | TOTAL VENDOR DUSTCATCHERS & A LOGO MAT INC                         | 113.04        |
| <b>VENDOR NAME: ED'S RENTAL &amp; SALES INC.</b>      |  |               |
| 169021-2  | Lawn vac's for clean up after July 4th fireworks**SE               | 1,014.72      |
|   | TOTAL VENDOR ED'S RENTAL & SALES INC.                              | 1,014.72      |
| <b>VENDOR NAME: ELEVATOR INSPECTION SERVICES</b>      |  |               |
| 61064   | Elevator Re-inspections - June 2016                                | 90.00         |
|   | TOTAL VENDOR ELEVATOR INSPECTION SERVICES                          | 90.00         |
| <b>VENDOR NAME: EMPIRE COOLER SERVICE, INC.</b>       |  |               |
| 098816  | Ice for July 4th fest.   | 250.00        |
| 09817   | Ice for July 4th Fest. (less sales tax)                            | 395.00        |
| 98818   | Ice for July 4th fest. (less sales tax)                            | 108.00        |
| 098819  | Ice for July 4th fest.   | 260.00        |

**CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE**  
**INVOICE DUE DATES 07/12/2016 - 07/25/2016**  
**JOURNALIZED**  
**BOTH OPEN AND PAID**

| <b>INVOICE NUMBER</b>                            | <b>DESCRIPTION</b>                                  | <b>AMOUNT</b> |
|--|---|---------------|
| <b>VENDOR NAME: EMPIRE COOLER SERVICE, INC.</b>  |   |               |
|  | TOTAL VENDOR EMPIRE COOLER SERVICE, INC.            | 1,013.00      |
| <b>VENDOR NAME: EMPORIUM LAKE COUNTY</b>         |   |               |
| July4  | Red, White & Boom Vendor Reim Ticket Sales          | 2,414.01      |
|  | TOTAL VENDOR EMPORIUM LAKE COUNTY                   | 2,414.01      |
| <b>VENDOR NAME: ENTENMANN-ROVIN CO.</b>          |   |               |
| 119437-IN  | Chief Wallet Badge, Shirt Badge and Cap Piece       | 316.00        |
|  | TOTAL VENDOR ENTENMANN-ROVIN CO.                    | 316.00        |
| <b>VENDOR NAME: FEDEX</b>                        |   |               |
| 5-471-70801                                      | Overnight ship test results to IEPA                 | 29.88         |
|  | TOTAL VENDOR FEDEX                                  | 29.88         |
| <b>VENDOR NAME: FIRST CHOICE COFFEE SERVICES</b> |   |               |
| 412357   | Coffee, creamer to PWF                              | 164.08        |
|  | TOTAL VENDOR FIRST CHOICE COFFEE SERVICES           | 164.08        |
| <b>VENDOR NAME: FUN TIMES</b>                    |   |               |
| NNO DJ   | NNO DJ service                                      | 100.00        |
|  | TOTAL VENDOR FUN TIMES                              | 100.00        |
| <b>VENDOR NAME: GARVEY'S OFFICE PRODUCTS</b>     |   |               |
| PINV1178713                                      | Cardstock paper, misc supplies                      | 70.02         |
|  | TOTAL VENDOR GARVEY'S OFFICE PRODUCTS               | 70.02         |
| <b>VENDOR NAME: GEWALT HAMILTON ASSOCIATES</b>   |   |               |
| 3794.008-1                                       | 2016MFT engineering, project mgmt services          | 544.00        |
| 3794.100-16                                      | Eng services 5/23 to 6/19/16                        | 1,515.00      |
| 3  | Engineering services ITEP Phase 3                   | 3,355.06      |
| 4904.002-10                                      | PE services thru 5/22/16 ITEP Stage 2, Ph 1 & 2 De  | 25,374.82     |
|  | TOTAL VENDOR GEWALT HAMILTON ASSOCIATES             | 30,788.88     |
| <b>VENDOR NAME: GOVHR USA, LLC</b>               |   |               |
| 3-7-16-143                                       | Prof Fees for Recruitment - Chief of Police Assessm | 6,995.27      |
|  | TOTAL VENDOR GOVHR USA, LLC                         | 6,995.27      |
| <b>VENDOR NAME: GRAINGER, INC</b>                |   |               |
| 9155030365                                       | Cable ties  | 71.10         |
| 9160709243                                       | Ring buoy with reflective tape                      | 108.60        |
| 9164572118                                       | Marking paint                                       | 41.76         |
| 9164205297                                       | Conspicuity tape                                    | 200.70        |
|  | TOTAL VENDOR GRAINGER, INC                          | 422.16        |
| <b>VENDOR NAME: GREEN ACRES LANDSCAPING</b>      |   |               |
| 2016-3468  | Brick paver work at South Village Green             | 4,850.00      |
|  | TOTAL VENDOR GREEN ACRES LANDSCAPING                | 4,850.00      |
| <b>VENDOR NAME: HALF DAY BREWING</b>             |   |               |
| July4  | Red, White & Boom Vendor Reim Ticket Sales          | 7,566.00      |
|  | TOTAL VENDOR HALF DAY BREWING                       | 7,566.00      |
| <b>VENDOR NAME: HAVEY COMMUNICATIONS</b>         |   |               |
| 6526   | Install warning lights PW-VE vehicle #101           | 683.90        |
| 6559   | Install 2-way radio, antenna and wiring truck 24    | 418.90        |
| 6564   | Install 2-way radio, antenna and wiring Truck 24    | 418.90        |
| 6562   | Install 2-way radio, antenna and wiring truck 24    | 418.90        |
|  | TOTAL VENDOR HAVEY COMMUNICATIONS                   | 1,940.60      |
| <b>VENDOR NAME: HAYES MECHANICAL LLC</b>         |   |               |
| 369636   | AC down at VH, repair done 4/26/16                  | 638.52        |

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| INVOICE NUMBER   | DESCRIPTION   | AMOUNT     |
|--|---|------------|
| <b>VENDOR NAME: HAYES MECHANICAL LLC</b>               |   |            |
|  | TOTAL VENDOR HAYES MECHANICAL LLC                   | 638.52     |
| <b>VENDOR NAME: HBK WATER METER SERVICE</b>            |   |            |
| 16-558   | Labor to install commercial retrofit meters         | 1,655.00   |
|  | TOTAL VENDOR HBK WATER METER SERVICE                | 1,655.00   |
| <b>VENDOR NAME: HIGHLAND PARK, CITY</b>                |   |            |
| 010223-06-16   | 6/2016 Water Purchase 10720 cu ft Metr 010223       | 20,560.96  |
| 010222-06-16   | 06/2016 Water Purchase 57619cu ft Metr 010222       | 110,513.24 |
|  | TOTAL VENDOR HIGHLAND PARK, CITY                    | 131,074.20 |
| <b>VENDOR NAME: HOME DEPOT CREDIT SERVICES</b>         |   |            |
| 3130782  | Plant materials for Village Hall planters           | 97.98      |
| 7011292  | Rebar for making conservancy markers                | 52.00      |
| 5010519  | Concrete for catch basin repairs                    | 35.85      |
| 5010583  | Catch basin repair hydraulic stop cement            | 11.97      |
| 5023010  | Concrete mix, conduit, conduit nipples, coupling    | 59.36      |
| 8011088  | Whytegate Park tennis rack supplies                 | 7.13       |
| 4011472  | Concrete for catch basin repairs                    | 30.17      |
| 4024662  | Fast setting concrete for sign post installation    | 15.60      |
| 3012581  | Conduit hanger, nuts and screws for tennis court    | 12.67      |
| 25016  | Fast setting concrete and cement for catch basin re | 14.05      |
|  | TOTAL VENDOR HOME DEPOT CREDIT SERVICES             | 336.78     |
| <b>VENDOR NAME: HOVING CLEAN SWEEP, LLC</b>            |   |            |
| 11596  | Street sweeping                                     | 2,740.00   |
|  | TOTAL VENDOR HOVING CLEAN SWEEP, LLC                | 2,740.00   |
| <b>VENDOR NAME: HYDROAIRE SERVICE, INC</b>             |   |            |
| 8116   | Field service for hydromatic thermal protector      | 607.50     |
|  | TOTAL VENDOR HYDROAIRE SERVICE, INC                 | 607.50     |
| <b>VENDOR NAME: ILLINOIS HOMICIDE</b>                  |   |            |
| Lincolnshire-Ulanows                                   | Illinois Homicide Investigators Conference - Ulanow | 195.00     |
|  | TOTAL VENDOR ILLINOIS HOMICIDE                      | 195.00     |
| <b>VENDOR NAME: ILLINOIS PAYPHONE SYSTEMS, INC</b>     |   |            |
| 6868   | Payphone @ Spring Lake - 072016                     | 49.00      |
|  | TOTAL VENDOR ILLINOIS PAYPHONE SYSTEMS, INC         | 49.00      |
| <b>VENDOR NAME: ILLINOIS ROOF CONSULTING ASSOC INC</b> |   |            |
| 23205  | Consultant inspections for compliance with contract | 3,240.00   |
|  | TOTAL VENDOR ILLINOIS ROOF CONSULTING ASSOC I       | 3,240.00   |
| <b>VENDOR NAME: IMRF</b>                               |   |            |
| 99319  | July 2016 Member & Employer Contributions           | 46,111.57  |
|  | TOTAL VENDOR IMRF                                   | 46,111.57  |
| <b>VENDOR NAME: INNER SECURITY SYSTEMS</b>             |   |            |
| 93199  | Radio transmitter to fire department SLP pavilion   | 246.00     |
| 93200  | Radio transmitter to fire department-VF             | 156.00     |
| 93164  | Radio transmitter to fire department-PWF            | 156.00     |
| 93198  | Radio transmitter to fire department NP Concession  | 246.00     |
| 93197  | Radio transmitter to fire department NP Maint Blç   | 156.00     |
|  | TOTAL VENDOR INNER SECURITY SYSTEMS                 | 960.00     |
| <b>VENDOR NAME: INTERIOR INVESTMENTS, LLC</b>          |   |            |
| 2016 2nd Qtr   | 2nd Qtr Sales Tax Sharing                           | 65,316.00  |
|  | TOTAL VENDOR INTERIOR INVESTMENTS, LLC              | 65,316.00  |
| <b>VENDOR NAME: INTOXIMETERS</b>                       |   |            |
| 535539   | 4 Portable Breath Test devices and cases w/BA cab   | 1,990.00   |
| 535871   | PBT mouthpieces and drink sniffers                  | 103.50     |

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| INVOICE NUMBER                                     | DESCRIPTION                                       | AMOUNT     |
|--|---|------------|
| <b>VENDOR NAME: INTOXIMETERS</b>                   |   |            |
|  | TOTAL VENDOR INTOXIMETERS                         | 2,093.50   |
| <b>VENDOR NAME: IPRF</b>                           |   |            |
| 33047  | Workers Comp and Admin Fee- Sept                  | 14,578.00  |
|  | TOTAL VENDOR IPRF                                 | 14,578.00  |
| <b>VENDOR NAME: IRC RETAIL CENTERS</b>             |   |            |
| 002-2609952  | 7/1/16--VOL Downtown Maintenance for Lease #IR    | 5,344.65   |
|  | TOTAL VENDOR IRC RETAIL CENTERS                   | 5,344.65   |
| <b>VENDOR NAME: J. G. UNIFORMS, INC.</b>           |   |            |
| 3874   | LPD Patches 500                                   | 750.00     |
|  | TOTAL VENDOR J. G. UNIFORMS, INC.                 | 750.00     |
| <b>VENDOR NAME: JAMES KIRMESS</b>                  |   |            |
| P16-0015P  | Picnic deposit refund 7/11/2016                   | 50.00      |
|  | TOTAL VENDOR JAMES KIRMESS                        | 50.00      |
| <b>VENDOR NAME: K &amp; A GRAPHICS, INC</b>        |   |            |
| 980574   | Winter caps for PW maint. workers                 | 228.00     |
|  | TOTAL VENDOR K & A GRAPHICS, INC                  | 228.00     |
| <b>VENDOR NAME: KIESLER POLICE SUPPLY, INC.</b>    |   |            |
| 787205A  | Glock 17T Gen 4 Training Pistol                   | 454.00     |
|  | TOTAL VENDOR KIESLER POLICE SUPPLY, INC.          | 454.00     |
| <b>VENDOR NAME: KRUSINSKI CONSTRUCTION COMPANY</b> |   |            |
| B15-0001TC   | BD Bond Refund - Temp. CO - 25 Tri-State - CDW    | 3,500.00   |
|  | TOTAL VENDOR KRUSINSKI CONSTRUCTION COMPAN        | 3,500.00   |
| <b>VENDOR NAME: LAKE COUNTY PUBLIC WORKS</b>       |   |            |
| P16-0071B  | Swr Cnt at 15-22-406-002, Res, 331 Camberley Lr   | 3,780.00   |
| P16-0072B  | Swr Cnt at 15-22-406-002, Res, 333 Camberley Lr   | 3,780.00   |
| P16-0073B  | Swr Cnt at 15-22-406-002, Res, 335 Camberley Lr   | 3,780.00   |
| P16-0079B  | Swr Cnt at 15-23-302-002, Res, 246 Belmont Dr     | 3,780.00   |
| P16-0078B  | Swr Cnt at 15-23-302-002, Res, 244 Belmont Dr     | 3,780.00   |
| P16-0077B  | Swr Cnt at 15-23-302-002, Res, 242 Belmont Dr     | 3,780.00   |
| P16-0083B  | Swr Cnt at 15-23-302-002, Res, 256 Belmont Dr     | 3,780.00   |
| P16-0082B  | Swr Cnt at 15-23-302-002, Res, 254 Belmont Dr     | 3,780.00   |
| P16-0074B  | Swr Cnt at 15-22-406-002, Res, 339 Camberley Lr   | 3,780.00   |
| P16-0075B  | Swr Cnt at 15-22-406-002, Res, 341 Camberley Lr   | 3,780.00   |
| P16-0081B  | Swr Cnt at 15-23-302-002, Res, 252 Belmont Dr     | 3,780.00   |
| P16-0070B  | Swr Cnt at 15-22-406-002, Res, 329 Camberley Lr   | 3,780.00   |
| P16-0076B  | Swr Cnt at 15-22-406-002, Res, 343 Camberley Lr   | 3,780.00   |
| P16-0080B  | Swr Cnt at 15-23-302-002, Res, 248 Belmont Dr     | 3,780.00   |
| LCPW-06302016                                      | Sanitary sewer treatment bill 5/15/16 to 6/16/16  | 122,316.00 |
|  | TOTAL VENDOR LAKE COUNTY PUBLIC WORKS             | 175,236.00 |
| <b>VENDOR NAME: LAKE COUNTY RECORDER OF DEEDS</b>  |   |            |
| 2016-00036580                                      | Ordinance Document Request - 6/8 Half Day Rd      | 17.00      |
| 2016-00031962                                      | BD Escrow - Recording Fees - Regal/404 Social - 3 | 364.00     |
|  | TOTAL VENDOR LAKE COUNTY RECORDER OF DEEDS        | 381.00     |
| <b>VENDOR NAME: LALUZERNE &amp; SMITH, LTD.</b>    |   |            |
| June 2016  | Legal Services - June 2016                        | 3,272.50   |
|  | TOTAL VENDOR LALUZERNE & SMITH, LTD.              | 3,272.50   |
| <b>VENDOR NAME: LAW ENFORCEMENT SUPP</b>           |   |            |
| 51844  | Porta Clip Radio Holders (2)                      | 57.25      |
|  | TOTAL VENDOR LAW ENFORCEMENT SUPP                 | 57.25      |
| <b>VENDOR NAME: LEXISNEXIS RISK SOLUTIONS</b>      |   |            |
| 1217074-20160630                                   | June 2016 Computer, Phone and Internet searches   | 86.00      |

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| <b>INVOICE NUMBER</b>                                 | <b>DESCRIPTION</b>                                 | <b>AMOUNT</b> |
|---|--|---------------|
| <b>VENDOR NAME: LEXISNEXIS RISK SOLUTIONS</b>         |  |               |
|   | TOTAL VENDOR LEXISNEXIS RISK SOLUTIONS             | 86.00         |
| <b>VENDOR NAME: LIBERTYVILLE CHEVROLET</b>            |  |               |
| 895652  | Motor kit, resistor, connections for #243          | 120.23        |
| 895666  | Motor kit for #243                                 | 156.73        |
|   | TOTAL VENDOR LIBERTYVILLE CHEVROLET                | 276.96        |
| <b>VENDOR NAME: LIGHTSCAPE, INC</b>                   |  |               |
| 34486   | Repair of cut line at Whytegate Park               | 113.50        |
|   | TOTAL VENDOR LIGHTSCAPE, INC                       | 113.50        |
| <b>VENDOR NAME: LINCOLNSHIRE VILLAGE-PETTY CASH</b>   |  |               |
| 07252016  | Petty Cash Reimbursements 07/25/16                 | 347.34        |
|   | TOTAL VENDOR LINCOLNSHIRE VILLAGE-PETTY CASH       | 347.34        |
| <b>VENDOR NAME: LOWE'S</b>                            |  |               |
| 902294  | Cleaning supplies for July 4th fest.               | 232.76        |
|   | TOTAL VENDOR LOWE'S                                | 232.76        |
| <b>VENDOR NAME: LUND INDUSTRIES</b>                   |  |               |
| 85817   | Replace Idle control switch 2012 Ford Sedar        | 55.46         |
| 85818   | Replace defective air bag switch Unit 105          | 326.63        |
| 85819   | Repair rear radar antenna Unit 107                 | 75.00         |
|   | TOTAL VENDOR LUND INDUSTRIES                       | 457.09        |
| <b>VENDOR NAME: MADISON NATIONAL LIFE INS CO, INC</b> |  |               |
| 1217556   | Aug 2016 Life Insurance Premiums                   | 873.29        |
|   | TOTAL VENDOR MADISON NATIONAL LIFE INS CO, INC     | 873.29        |
| <b>VENDOR NAME: MANTHE, DAVID</b>                     |  |               |
| P35618  | Refund overpayment of parking ticket #35618        | 25.00         |
|   | TOTAL VENDOR MANTHE, DAVID                         | 25.00         |
| <b>VENDOR NAME: MICHAEL MERANDA JR.</b>               |  |               |
| 161507  | 7/11/2016 RVB/COW Meetings                         | 150.00        |
|   | TOTAL VENDOR MICHAEL MERANDA JR.                   | 150.00        |
| <b>VENDOR NAME: MIDWEST METER INC</b>                 |  |               |
| 0079292-IN  | Commercial meter remote readers                    | 11,700.00     |
| 0079210-IN  | Commercial meters and remote readers               | 4,850.00      |
|   | TOTAL VENDOR MIDWEST METER INC                     | 16,550.00     |
| <b>VENDOR NAME: MINICHIELLE, KRISTINA</b>             |  |               |
| P37391  | Refund overpayment on parking ticket #37391        | 25.00         |
|   | TOTAL VENDOR MINICHIELLE, KRISTINA                 | 25.00         |
| <b>VENDOR NAME: MULCH CENTER</b>                      |  |               |
| 16131   | Mulch  | 368.00        |
|   | TOTAL VENDOR MULCH CENTER                          | 368.00        |
| <b>VENDOR NAME: MUNICIPAL GIS PARTNERS, INC.</b>      |  |               |
| 3121  | GIS staffing and services June 2016                | 4,868.30      |
|   | TOTAL VENDOR MUNICIPAL GIS PARTNERS, INC.          | 4,868.30      |
| <b>VENDOR NAME: NAPA-SHERIDAN AUTO PARTS</b>          |  |               |
| 909287  | Oil Dri  | 66.87         |
|   | TOTAL VENDOR NAPA-SHERIDAN AUTO PARTS              | 66.87         |
| <b>VENDOR NAME: NEWARK ELEMENT 14</b>                 |  |               |
| 28006399  | Electromechanical hour meter and bulb for the Wate | 178.28        |

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|---|--|-----------|
| <b>VENDOR NAME: NEWARK ELEMENT 14</b>                   |  |           |
|   | TOTAL VENDOR NEWARK ELEMENT 14                   | 178.28    |
| <b>VENDOR NAME: NORTH SUBURBAN EMPLOYEE BENEFIT COO</b> |  |           |
| 2016-06   | June 2016 Medical                                | 60,362.00 |
|   | TOTAL VENDOR NORTH SUBURBAN EMPLOYEE BENE        | 60,362.00 |
| <b>VENDOR NAME: NORTHWEST FREIGHTLINER</b>              |  |           |
| 01P402474   | Filters for #254                                 | 197.18    |
|   | TOTAL VENDOR NORTHWEST FREIGHTLINER              | 197.18    |
| <b>VENDOR NAME: PADDOCK PUBLICATIONS, INC.</b>          |  |           |
| T4445376  | Publish prevailing wage ordinance                | 44.25     |
| T4444838  | Annual Treasurers Report 2016                    | 577.50    |
|   | TOTAL VENDOR PADDOCK PUBLICATIONS, INC.          | 621.75    |
| <b>VENDOR NAME: PARTY TIME</b>                          |  |           |
| 040472  | Balance due on tent rentals for July 4th         | 3,397.00  |
|   | TOTAL VENDOR PARTY TIME                          | 3,397.00  |
| <b>VENDOR NAME: PATTEN INDUSTRIES INC</b>               |  |           |
| PM600255756   | Generator maintenance                            | 1,166.00  |
|   | TOTAL VENDOR PATTEN INDUSTRIES INC               | 1,166.00  |
| <b>VENDOR NAME: PAYLOCITY</b>                           |  |           |
| 102297585   | Pay Services 07/08/16                            | 208.20    |
| 102323162   | Pay Services 07/22/16                            | 714.78    |
|   | TOTAL VENDOR PAYLOCITY                           | 922.98    |
| <b>VENDOR NAME: PBA, INC./FLEXIBLE BENEFITS</b>         |  |           |
| 129367  | Flex Monthly Claims Recordkeeping - July 1 to 31 | 200.00    |
|   | TOTAL VENDOR PBA, INC./FLEXIBLE BENEFITS         | 200.00    |
| <b>VENDOR NAME: PITNEY BOWES, INC.</b>                  |  |           |
| 1001167769  | Postage Meter Supplies Acct #0013018776          | 22.99     |
|   | TOTAL VENDOR PITNEY BOWES, INC.                  | 22.99     |
| <b>VENDOR NAME: PRAIRIE HOUSE TAVERN LLC</b>            |  |           |
| July4   | Red, White & Boom Vendor Reim Ticket Sales       | 4,976.80  |
|   | TOTAL VENDOR PRAIRIE HOUSE TAVERN LLC            | 4,976.80  |
| <b>VENDOR NAME: PSN, INC.</b>                           |  |           |
| 132787  | 06 2016 Lockbox Services                         | 716.95    |
|   | TOTAL VENDOR PSN, INC.                           | 716.95    |
| <b>VENDOR NAME: QUILL CORPORATION</b>                   |  |           |
| 6772844   | Insta-cold ice packs                             | 50.97     |
|   | TOTAL VENDOR QUILL CORPORATION                   | 50.97     |
| <b>VENDOR NAME: REINDERS, INC.</b>                      |  |           |
| 4042154-00  | Toro Mower switch                                | 24.42     |
| 4042154-01  | Switch for Toro mower                            | 24.42     |
| 1641638-00  | North Park workman starter generator             | 298.41    |
|   | TOTAL VENDOR REINDERS, INC.                      | 347.25    |
| <b>VENDOR NAME: ROTARY CLUB OF LINCOLNSHIRE</b>         |  |           |
| July4   | Red, White & Boom Vendor Reim Ticket Sales       | 1,450.95  |
|   | TOTAL VENDOR ROTARY CLUB OF LINCOLNSHIRE         | 1,450.95  |
| <b>VENDOR NAME: ROZOS, CONSTANDINO</b>                  |  |           |
| July4   | Red, White & Boom Vendor Reim Ticket Sales       | 3,846.25  |

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|--|---|-----------|
| <b>VENDOR NAME: ROZOS, CONSTANDINO</b>                   |   |           |
|  | TOTAL VENDOR ROZOS, CONSTANDINO                       | 3,846.25  |
| <b>VENDOR NAME: RUSSO POWER EQUIPMENT</b>                |   |           |
| 3268154  | Carb gasket for water department pump                 | 67.49     |
|  | TOTAL VENDOR RUSSO POWER EQUIPMENT                    | 67.49     |
| <b>VENDOR NAME: S &amp; H PAVING INC.</b>                |   |           |
| B15-0034EP   | BD Bond Refund - 100 Village Green - Engineering      | 100.00    |
|  | TOTAL VENDOR S & H PAVING INC.                        | 100.00    |
| <b>VENDOR NAME: SAUBER MFG. CO.</b>                      |   |           |
| PSI175060x   | Remount superstructure Unit 241                       | 18,586.00 |
|  | TOTAL VENDOR SAUBER MFG. CO.                          | 18,586.00 |
| <b>VENDOR NAME: SCHINDLER ELEVATOR CORP</b>              |   |           |
| 8104315808   | VH elevator PM and maint 7/1 to 9/30                  | 584.22    |
|  | TOTAL VENDOR SCHINDLER ELEVATOR CORP                  | 584.22    |
| <b>VENDOR NAME: SENTRAL ASSEMBLIES &amp; COMPONENT</b>   |   |           |
| B16-0008T  | BD Tree Bond Refund - Sentral - 595 Bond              | 4,500.00  |
|  | TOTAL VENDOR SENTRAL ASSEMBLIES & COMPONENT           | 4,500.00  |
| <b>VENDOR NAME: SERVERSUPPLY.COM INC.</b>                |   |           |
| 2882098  | Adaptors for server storage upgrade                   | 247.50    |
| 2878165  | Storage Upgrade for Servers                           | 2,300.00  |
|  | TOTAL VENDOR SERVERSUPPLY.COM INC.                    | 2,547.50  |
| <b>VENDOR NAME: SERVICE SANITATION, INC.</b>             |   |           |
| 7034389  | Port a potties and hand wash stations for July 4th fe | 1,560.00  |
|  | TOTAL VENDOR SERVICE SANITATION, INC.                 | 1,560.00  |
| <b>VENDOR NAME: SIKICH, LLP</b>                          |   |           |
| 260430   | Audit Services through May 31, 2016                   | 6,600.00  |
|  | TOTAL VENDOR SIKICH, LLP                              | 6,600.00  |
| <b>VENDOR NAME: SMITHEREEN PEST MGMT</b>                 |   |           |
| 1352266  | Pest control services-Village Hall                    | 65.00     |
| 1353799  | Pest control services - PWF                           | 93.00     |
| 1352265  | Pest control services - RNC                           | 53.00     |
|  | TOTAL VENDOR SMITHEREEN PEST MGMT                     | 211.00    |
| <b>VENDOR NAME: SMOKIN' T'S BAR-B-QUE</b>                |   |           |
| July4  | Red, White & Boom Vendor Reim Ticket Sales            | 3,702.30  |
|  | TOTAL VENDOR SMOKIN' T'S BAR-B-QUE                    | 3,702.30  |
| <b>VENDOR NAME: SPRING ALIGN OF PALATINE</b>             |   |           |
| 104107   | Alignment for truck #237                              | 99.95     |
| 104108   | Solenoid for Truck #241                               | 17.41     |
|  | TOTAL VENDOR SPRING ALIGN OF PALATINE                 | 117.36    |
| <b>VENDOR NAME: SUBURBAN ACCENTS, INC.</b>               |   |           |
| 23778  | Logo and lettering new trucks #241, #249              | 850.00    |
|  | TOTAL VENDOR SUBURBAN ACCENTS, INC.                   | 850.00    |
| <b>VENDOR NAME: TRAFFIC CONTROL &amp; PROTECTION INC</b> |   |           |
| 86876  | Street sign materials                                 | 85.10     |
| 87028  | Road closed for Parade signs                          | 292.90    |
| 87027  | Street signs  | 192.85    |
| 86963  | Impact recovery-stop for pedestrian sign              | 305.00    |
|  | TOTAL VENDOR TRAFFIC CONTROL & PROTECTION IN          | 875.85    |

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|---|---|----------|
| <b>VENDOR NAME: TRICIA SCHULTE</b>        |   |          |
| P16-0006P                                 | Picnic deposit refund 7/9/16                  | 50.00    |
| TOTAL VENDOR TRICIA SCHULTE               |   | 50.00    |
| <b>VENDOR NAME: TRUGREEN</b>              |   |          |
| 49525216                                  | EAB treatment multi-site @ 50 Dukes Ln        | 143.55   |
| 49525217                                  | EAB treatment multi-site @ 6 Dukes Ct         | 64.35    |
| 49617774                                  | EAB treatment multi-site @ Whytegate Pk       | 238.05   |
| 49585807                                  | EAB treatment multi-site @ Eastside Reservoir | 195.14   |
| 49562524                                  | EAB treatment multi-site @ 8 Royal Ct         | 59.40    |
| 49562500                                  | EAB treatment multi-site @ 9 Robinhood        | 74.25    |
| 49547144                                  | EAB treatment multi-site @ 301 Whitmore       | 74.25    |
| 49525215                                  | EAB treatment multi-site @ 24 Fox Tr          | 158.40   |
| 49525214                                  | EAB treatment multi-site @ 3 Bedford Ct       | 89.10    |
| 49525211                                  | EAB treatment multi-site @ SLP                | 130.50   |
| 4952722                                   | EAB treatment multi-site @ 29 Keswick         | 59.40    |
| 49562516                                  | EAB treatment multi-site @ 39 Canterbury      | 328.19   |
| 49562515                                  | EAB treatment multi-site @ 5 Cambridge        | 89.10    |
| 49562512                                  | EAB treatment multi-site @ 51 Wiltshire       | 89.10    |
| 49562511                                  | EAB treatment multi-site @ 11 Elsinoor        | 168.53   |
| 49610063                                  | EAB treatment multi-site @ 8 Devonshire area  | 193.05   |
| 49610062                                  | EAB treatment multi-site @ 16 Windsor area    | 89.10    |
| 49610054                                  | EAB treatment multi-site @ 28 Regent Ln area  | 79.20    |
| 49599301                                  | EAB treatment multi-site @ 8 Sherwood         | 435.60   |
| 49585810                                  | EAB treatment multi-site @ 16 Cornel          | 186.27   |
| 49544726                                  | EAB treatment multi-site @ 233 Brampton       | 84.15    |
| 49541962                                  | EAB treatment multi-site @ 200 Northampton Lr | 74.25    |
| 49540037                                  | EAB treatment multi-site @ North Park         | 193.50   |
| 49617776                                  | EAB treatment multi-site @ 100 Fallstone      | 158.40   |
| 49526718                                  | EAB treatment multi sites near Kent Ct        | 94.05    |
| 49617770                                  | EAB treatment multi-site @ 314 Carlisle area  | 148.50   |
| 49585801                                  | EAB treatment multi-site @ 15 Friar Tuck      | 168.53   |
| 49562523                                  | EAB treatment multi-site @ 25 Brunswick       | 168.53   |
| 49562507                                  | EAB treatment multi-site @ 10 Westminster Way | 89.10    |
| 49550805                                  | EAB treatment multi-site @ 5 Briarwoods       | 163.35   |
| TOTAL VENDOR TRUGREEN                     |   | 4,286.89 |
| <b>VENDOR NAME: TWIN OAKS LANDSCAPING</b> |   |          |
| MR650219-                                 | Parks mowing services                         | 3,830.00 |
| MR650219-0003                             | June 2016 Parks Mowing Services               | 3,064.00 |
| TOTAL VENDOR TWIN OAKS LANDSCAPING        |   | 6,894.00 |
| <b>VENDOR NAME: UPS STORE (THE)</b>       |   |          |
| 16010                                     | NNO Patches for Police Banners                | 63.75    |
| 07012016pw                                | Printing for 4th of July and kiosk            | 417.52   |
| TOTAL VENDOR UPS STORE (THE)              |   | 481.27   |
| <b>VENDOR NAME: US POSTAL SERVICE</b>     |   |          |
| 07072016                                  | Postage Meter Refill #24265860                | 1,000.00 |
| TOTAL VENDOR US POSTAL SERVICE            |   | 1,000.00 |
| <b>VENDOR NAME: VALLEY FIRE PROTECTI</b>  |   |          |
| 125216                                    | Fire alarm service panel alarm repair at VF   | 390.00   |
| TOTAL VENDOR VALLEY FIRE PROTECTI         |   | 390.00   |
| <b>VENDOR NAME: VERIZON WIRELESS</b>      |   |          |
| 9767918128                                | Cell Phone Svc & Squad Laptops 06/02-07/01/16 | 1,610.28 |
| TOTAL VENDOR VERIZON WIRELESS             |   | 1,610.28 |
| <b>VENDOR NAME: WAGNER &amp; SON</b>      |   |          |
| 1383531                                   | Kits for plumbing                             | 11.70    |
| TOTAL VENDOR WAGNER & SON                 |   | 11.70    |
| <b>VENDOR NAME: WASTE MANAGEMENT</b>      |   |          |
| 5766155-2008-6                            | Acct 180-0078379-2008-6 #49501 - #50000       | 1,565.00 |
| TOTAL VENDOR WASTE MANAGEMENT             |   | 1,565.00 |

**CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE**  
**INVOICE DUE DATES 07/12/2016 - 07/25/2016**  
**JOURNALIZED**  
**BOTH OPEN AND PAID**

| <b>INVOICE NUMBER</b>                          | <b>DESCRIPTION</b>                    | <b>AMOUNT</b>       |
|--|---------------------------------------|---------------------|
| <b>VENDOR NAME: WE FIX-IT TIRE REPAI</b>       |                                       |                     |
| 0345   | Brushmower tire repair                | 25.00               |
| 0349   | Tire repairs for #236                 | 21.95               |
| 0400   | Tire repair to #237                   | 36.00               |
| TOTAL VENDOR WE FIX-IT TIRE REPAI              |                                       | 82.95               |
| <b>VENDOR NAME: WELTMAN BERNFIELD LLC</b>      |                                       |                     |
| P16-0016P                                      | Picnic deposit refund 7/9/16          | 50.00               |
| TOTAL VENDOR WELTMAN BERNFIELD LLC             |                                       | 50.00               |
| <b>VENDOR NAME: WEST SIDE TRACTOR SALES CO</b> |                                       |                     |
| L76310   | Repair to loader-see NOTES            | 2,648.33            |
| TOTAL VENDOR WEST SIDE TRACTOR SALES CO        |                                       | 2,648.33            |
| <b>VENDOR NAME: WHOLESALE DIRECT, INC.</b>     |                                       |                     |
| 000221997                                      | LED stinger flashlight                | 159.20              |
| TOTAL VENDOR WHOLESALE DIRECT, INC.            |                                       | 159.20              |
| <b>VENDOR NAME: XEROX CORPORATION</b>          |                                       |                     |
| 85170549                                       | June 2016 Police Copier Service       | 85.00               |
| 085170552                                      | Coco overages 5/21/16 to 6/21/16      | 143.95              |
| 085170552-base                                 | Coco - base charge 5/21/16 to 6/21/16 | 178.00              |
| 085170547                                      | Nemo 6/1/16 to 6/30/16                | 57.00               |
| 085170551                                      | Meme 5/21/16 to 6/21/16               | 337.97              |
| TOTAL VENDOR XEROX CORPORATION                 |                                       | 801.92              |
|  |                                       | <b>1,394,775.04</b> |

**REQUEST FOR BOARD ACTION  
Regular Village Board  
July 25, 2016**

|                               |   |
|-------------------------------|---|
| <b>Subject:</b>               | City Park Retail Center – Regal Theater Site Redevelopment  |
| <b>Action Requested:</b>      | Approval of an Ordinance Adopting a Donation Agreement for Park, School and Library Cash Donations for Proposed 404 Social Residential Rental Community |
| <b>Petitioner:</b>            | ECD-Lincolnshire Theater, LLC   |
| <b>Originated By/Contact:</b> | Tonya Zozulya, Economic Development Coordinator<br>Department of Community & Economic Development   |
| <b>Advisory Board Review:</b> | Village Board   |

**Background:**

- ECD appeared before the Village Board at the July 11, 2016 meeting with the following two requests:
  1. Reduce Code-Required Cash Contribution in Lieu of Park Land Dedication from \$3,802,029 to \$1,235,648.
  2. Defer Payment of School, Library and Park Cash Contributions from Final Plat of Subdivision Approval until Building Permit Issuance.
- At the conclusion of the meeting, it was the consensus of the Village Board to direct the Village Attorney to draft an agreement reducing the code-required donations from \$3,802,029 to \$3,028,456 based on the adjusted average household population ratio from 2.31 (code required, per the 2010 Census) to 1.84 persons per unit (per 2000 ISCS table provided with the ECD request). The Board also directed Village Attorney Simon to incorporate language regarding the deferment of school, library and park donations until building permit issuance rather than the code-required timeframe of upon final plat of subdivision issuance.

**Revised Request:**

- Subsequent to the July 11, 2016 meeting, ECD submitted a revised proposal (see attached) requesting the following:
  1. **Reduce Code-Required Cash Contribution in Lieu of Park Land Dedication from \$3,802,029 to \$2,605,130.52 – The proposed amount is based on the average population of 1.5828 per unit assuming 1 occupant per bedroom across studios, 1-, 2- and 3-bedroom units in the development (478 bedrooms total). The petitioner no longer seeks private open space credits.**
  2. **Defer Payment of School and Library donations to building permit and defer payment of park donations according to the following schedule: 50% at building permit issuance and 50% at certificate of occupancy.**

- Attached is a draft Donation Agreement prepared by Village Attorney Simon. Please note the language in red is the donation discussed at the July 11<sup>th</sup> Committee of the Whole meeting. The language in blue reflects the revised proposal submitted by the ECD. Staff will provide the Board with the draft ordinance approving the Donation Agreement prior to Monday's meeting.
- The table below compares the code requirement and park donation amounts discussed/received to date:

| Variable                            | Code                  | ECD-Proposed<br>(7/11/16 COW) | Village Board<br>Adjusted<br>(7/11/16 COW) | Current ECD<br>Proposal<br>(7/25/16 RVB) |
|-------------------------------------|-----------------------|-------------------------------|--|--|
| Number of Units                     | 302                   | 302                           | 302  | 302                                      |
| <b>Average Household Size</b>       | <b>2.31</b>           | <b>1.58</b>                   | <b>1.84</b>                                | <b>1.5828</b>                            |
| Ultimate Population                 | 1,000                 | 1,000                         | 1,000                                      | 1,000                                    |
| Acres of Parkland                   | 10                    | 10                            | 10   | 10                                       |
| Fair Market Value of 1 Acre of Land | \$545,000             | \$545,000                     | \$545,000                                  | \$545,000                                |
| Land Improvement Credit             | N/A                   | \$800,874                     | \$0  | N/A                                      |
| Outdoor Amenities Credit            | N/A                   | \$564,000                     | \$0  | N/A                                      |
| <b>TOTAL PARK DONATIONS</b>         | <b>\$3,802,029.00</b> | <b>\$1,235,648.00</b>         | <b>\$3,028,456.00</b>                      | <b>\$2,605,100</b>                       |

**Additional Staff Research:**

- At the July 11<sup>th</sup> meeting, the Village Board also requested staff research prior approvals for condominium and townhome developments regarding whether any donations adjustments or credits were requested and granted. Below is a chart summarizing staff's research:

| Development                     | Park Donation  | Donation Payment Schedule  |
|---------------------------------|--|--|
| Camberley Club Townhomes        | 38% reduction based on private open space credit (cost of land and improvements)                         | Building permit issuance   |
| Sedgebrook Senior Campus        | Reduced population based on another senior community - 1.25 persons per unit vs. 2.75 as per 2000 Census | 4 installments with interest (1st due at first building permit issuance) |
| Beaconsfield Townhomes          | No information found   | 3 installments with interest for each building permit                    |
| Heritage Creek Townhomes        | No information found   | No information found   |
| Sutton Place Townhomes          | No information found   | No information found   |
| Lincolnshire Place Condominiums | No information found   | No information found   |
| Rivershire Condominiums         | No information found   | No information found   |

|  |                      |                      |
|--|----------------------|----------------------|
| Trafalgar Square/Hidden Lakes Condominiums             | No information found | No information found |
| Village Green South Condominiums                       | No information found | No information found |
| Westgate Maintenance-Free Single-Family Homes          | No information found | No information found |
| Westminster Woods Maintenance-Free Single-Family Homes | No information found | No information found |
| Wood Creek Courts Maintenance-Free Single-Family Homes | No information found | No information found |

**Recommendation:**

Approval of an ordinance adopting a Donation Agreement regarding park, school and library cash donations for the proposed 404 Social rental residential community.

**Reports and Documents Attached:**

- Revised proposal, prepared by Attorney Harold Francke of MPS Law, on behalf of ECD, dated July 20, 2016.
- Draft Donation Agreement, prepared by the Village Attorney.
- Chapter 7, Title 7 of the Village Code regarding donations.

| <b>Meeting History</b>                                    |                   |
|---|-------------------|
| Preliminary Evaluation - Committee of the Whole           | January 11, 2016  |
| Continued Preliminary Evaluation – Committee of the Whole | February 8, 2016  |
| ARB Preliminary Review                                    | February 16, 2016 |
| ARB Workshop  | February 29, 2016 |
| ARB Consideration & Discussion                            | April 12, 2016    |
| Committee of the Whole                                    | April 25, 2016    |
| Village Board Consent                                     | May 9, 2016       |
| Committee of the Whole                                    | July 11, 2016     |
| Regular Village Board (current)                           | July 25, 2016     |



MELTZER, PURTILL & STELLE LLC

ATTORNEYS AT LAW

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300 SOUTH WACKER DRIVE  
SUITE 3500  
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Direct Dial: 847-330-6068 (Schaumburg)  
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July 20, 2016

Mayor Elizabeth Brandt and Members of the Board of Trustees  
Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, Illinois 60069

Re: Village of Lincolnshire / ECD-Lincolnshire Theater, L.L.C. ("ECD")  
404 Social Planned Residential Community / Park Donation Agreement

Dear Mayor Brandt and Trustees,

We thank you again for the feedback we received from you on the proposed Park Donation Agreement for *404 Social*. As a follow-up to the discussions we had with you at the July 11 Committee of the Whole meeting and additional discussions we subsequently had with your attorney and staff, we are sending you a redlined version of a proposed Park Donation Agreement which contemplates: 1) a Cash Donation Amount which is slightly reduced from what was included in the draft of the Agreement your attorney forwarded to us; and 2) the deferred payment of a portion of the agreed-upon Cash Donation Amount to the time of occupancy.

As you review this proposal, we respectfully ask that you consider ECD's long history with the Village and what ECD is offering in return for its agreement to pay a Cash Donation Amount that is more than twice what it initially proposed and supported with relevant data and information. This includes the following:

- 1) ECD's agreement to pay a fee pursuant to the Village's park donation impact fee ordinance even though the Village should not be collecting any park donation fee at all since it already owns the park lands it needs to satisfy the recreational needs of its residents according to its expressly adopted standard (that is, 10 acres for every 1,000 people in the Village);
- 2) ECD's waiver of its right to get credits for the private amenities it will be providing *404 Social* residents even though other municipalities and the law have recognized that the provision of such amenities reduces a development's burden on a municipality to provide public recreational facilities and even though *404 Social* residents are likely to use those private amenities primarily, if not exclusively, and not the Village's public lands and facilities to meet their recreational needs; and
- 3) ECD's agreement not to question or challenge the Village's expenditure of monies ECD pays pursuant to the Agreement. As you know, the Village's own ordinance and the law require that the Village expend fees paid by ECD solely "for the use in the acquisition of land **to serve the immediate or future needs of residents from that subdivision or development**; for the capital improvement of any existing park facility which already services such needs; or for the construction of any buildings or additions thereto necessary to serve such needs." See *Section 7-7B-4-C(1)(a) of Chapter 7 of the Lincolnshire Municipal Code*. To say this more simply, we believe that your own ordinance requires that the Village, absent an agreement with ECD,

Mayor Elizabeth Brandt and  
Members of the Board of Trustees  
Page 2 of 3  
July 20, 2016

must spend amounts paid by ECD in the part of your village in which *404 Social* residents are likely to recreate and it is our understanding that the Village currently has no plan to acquire park land or to improve existing park land or facilities west of Milwaukee Avenue in the immediate vicinity of *404 Social*.

To be more specific, we are in agreement with your counsel as to the form of the Park Donation Agreement in all but the following two respects:

1) the enclosed form of the Agreement reduces the amount of the Cash Donation Amount from \$3,028,456 to \$2,605,100 (again, as you will recall, ECD originally proposed a Cash Donation Amount of \$1,235,648); and

2) the enclosed form of the Agreement provides that 50% of the Cash Donation Amount will be due at the time of building permit issuance for vertical construction, which is consistent with the Board's prior directive, and the remaining 50% will be due at the time of certificate of occupancy issuance (Note: All of the school and library fees will still be paid at time of building permit application).

We believe this deferral on the time of payment is fair and reasonable consideration for ECD's agreement to pay a Cash Donation Amount which is more than twice what it believes to be an appropriate fee and that the delayed payment of the remaining amount due will have little to no impact on the needs and demands of the Park Board. We note also that a deferral of a portion of the Cash Donation Amount to the time of occupancy is not unreasonable given that if there is any impact at all on the Village's park facilities as a result of the construction of *404 Social* such impact will not be felt until *404 Social* is occupied by its residents.

The reduced Cash Donation Amount we are proposing emanates from a population projection that is based on the "one person per bedroom" standard discussed at the recent Committee of the Whole meeting. At that meeting, Trustees McDonough and Grujanac offered the following commentary (See 1:16:33 of video recording), in which they stated that they agreed with ECD's consultant's determination that the number of bedrooms in a unit is the best predictor of the number of people who will occupy that unit.

*Trustee McDonough: "It's taking out the studio and 1-bedroom and turning them into 1 person, although there could be two people conceivably living there. I could live with calling those one person per bedroom but the 3-bedroom I would call three people, and so I could live with those numbers."*

*Trustee Grujanac then said, "I could as well".*

In the case of *404 Social*, this results in a projected population of 1.5828 people per unit, which figure has been determined by undertaking the following calculation:

Number of Units: 302 units  
Unit Mix: 21 studios, 120 1-BR units, 146 2-BR units, 15 3-bedroom units  
Number of Bedrooms: 478  
Population Generated: 478 people  
Avg No. of People/Unit: 1.5828 (478 people / 302 units = 1.5828 people per unit)  
Required Land Donation: 4.78 acres (478 people / 1,000 = 0.478 x 10 acres [Village standard])  
Required Cash Donation: \$2,605,100.00 (4.78 x \$545,000 per acre)

Mayor Elizabeth Brandt and  
Members of the Board of Trustees  
Page 3 of 3  
July 20, 2016

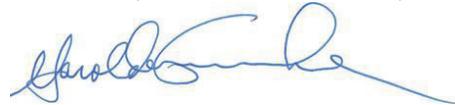
As you know, the 1.5828 persons per unit estimate is also generally consistent with what ECD's consultant and the Village staff previously proved to be a reasonable projection of population impact for *404 Social* by looking at similar projects in the region. Consistent with this notion that the impact on the community's need for park lands and park facilities ultimately turns on the number of bedrooms created at *404 Social* and the "one person per bedroom" standard, a provision has been included in the Park Donation Agreement that recognizes that the Cash Donation Amount due from ECD will change, and either increase or decrease, if the *404 Social* unit mix (that is, the number of studio apartments, one-bedroom apartments, two-bedroom apartments and three-bedroom apartments being provided) changes.

As indicated by the above calculation, using this population projection results in a required Cash Donation Amount of **\$2,605,100**, which is what we have provided for in the enclosed draft of the Park Donation Agreement. This amount reflects *zero credit* for the provision of the private recreational amenities that *404 Social* will include and *zero credit* for the provision of those amenities even though they may in fact end up being enjoyed by the public and even though the provision of these amenities are likely to reduce the demand for and burden upon the Village's public recreational lands and facilities.

We appreciate your ongoing review and consideration of this matter and look forward to discussing our revised proposal with you on Monday evening.

Sincerely,

**MELTZER, PURTILL & STELLE, LLC**



Harold W. Francke

cc (w/encl.):

Brad Burke  
Tonya Zozulya  
Adam Simon  
Scott Greenberg  
Jonathan Perman  
Steve Bauer

Prepared by, and  
after recording, return to:

Adam B. Simon  
Ancel, Glink, Diamond, Bush, DiCianni &  
Krafthefer, P.C.  
175 E. Hawthorn Parkway, #145  
Vernon Hills, IL 60061

*This space reserved for Recorder's use only.*

RED= Village Board-Directed Language  
BLUE= Revised ECD Proposal

## PARK DONATION AGREEMENT

**THIS PARK DONATION AGREEMENT** (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”) by and between **VILLAGE OF LINCOLNSHIRE**, a municipal corporation situated in Lake County, Illinois (“Village”), and **ECD-LINCOLNSHIRE THEATRE, L.L.C.**, an Illinois limited liability company (“Developer”) (collectively, the “Parties”), for the purpose of setting forth the terms and conditions under which the Developer agrees to provide a park cash donation to the Village in order to discharge burdens specifically and uniquely created by the proposed four-story, 302-unit luxury rental residential community, to be commonly known as *404 Social* (the “Residential Community”), which the Developer intends to construct on a portion of the property legally described on Exhibit A attached hereto (the “Subdivision”). The Residential Community is to consist of two residential buildings (referred to in this Agreement as the “East Building” and the “West Building”), two garages and a number of ancillary amenities and improvements.

### **Section I. The Subdivision.**

The Developer intends to construct the Residential Community upon Village approval of a final plat for the Subdivision and a Final Development Plan which substantially conforms to the approved Preliminary Development Plan attached hereto as Exhibit B (“Plan”)(collectively, the “Village Approvals”). Burdens specifically and uniquely attributable to the Plan and the construction of the Residential Community will be placed upon the Village’s park and recreation system upon development and occupancy of the Residential Community, all of which specific and unique burdens the Parties agree to discharge by the terms of this Agreement.

### **Section II. Cash Donation Amount.**

A. Subject to and upon the grant of Village Approvals which are consistent with the Plan, the Developer agrees, in lieu of a land donation for park purposes, to make a cash donation to the Village in the amount of ~~THREE~~TWO MILLION ~~TWENTY EIGHT~~SIX HUNDRED FIVE THOUSAND ~~FOUR~~ONE HUNDRED ~~FIFTY SIX~~ AND 00/XX DOLLARS (~~\$3,028,456.00~~2,605,100.00) (“Cash Donation Amount”), which amount has been determined by the following formula:

**Number of units:** 302 Units

**Unit Mix:** 21 studios, 120 1-BR units, 146 2-BR units, 15 3-bedroom units

**Number of Bedrooms:** 478

**Projected Population:** ~~302 units x 1.84 persons per dwelling unit = 555.68 persons~~ 478 people

**Required Land Donation:** ~~555.68 persons~~ 4.78 acres (478 people / 1,000 = 0.478 x 10 acres / 1,000 people = 5.5568 acres [Village standard])

**Required Cash Donation:** ~~5.5568~~ \$2,605,100.00 (4.78 acres x \$545,000.00 per acre = \$3,028,456.00)

B. ~~The~~ Fifty percent (50%) of the Cash Donation Amount due for all the units in each of the East Building and West Building shall be paid as a condition ~~of precedent to~~ precedent to the Village ~~issuing the building permit for the building in which the units are located (i.e. the donation shall be paid on a per building basis)~~ 's issuance of a building permit for vertical construction of each of said buildings, and fifty percent (50%) of the Cash Donation Amount due for the units in each of the East Building and West Building shall be paid as a condition precedent to the Village's issuance of its first certificate of occupancy for each of said buildings. In the event the Plan changes as a result of the Village Approvals so that either more or less fewer dwelling units are ~~permitted, the amount of~~ constructed in the Residential Community or a different mix of dwelling units are contained in the Residential Community, the Cash Donation Amount shall be adjusted ~~on a per unit basis at the rate described in Section A~~ using the formula set forth in Paragraph A of this Section II and an estimated population generation factor of one person per bedroom.

C. Furthermore, while this Agreement does not describe the rates or amount of cash donations for School and Library purposes required by the Village Code, by this Agreement the Village also consents to the Developer paying said School and Library donations at the time of application for a permit to commence vertical construction of each of the East Building and West Building.

D. Once the Cash Donation Amount has been paid to the Village in accordance with the above described formula, all obligations to pay donations established by this Agreement shall be deemed to have been satisfied. After the final portion of the Cash Donation Amount has been paid, the Village, at the Developer's request, shall execute a release of this Agreement which the Developer can record in the office of the Lake County Recorder.

E. If the Developer fails to pay the required Cash Donation Amount to the Village at the time required by this Agreement and the Village is required to file an action against the Developer in order to recover the Cash Donation Amount, notwithstanding whether it has issued a building permit for all or part of the Subdivision, the Village shall be entitled to recover from the Developer, in addition to such Cash Donation Amount, the costs and fees (including, without limitation, court costs and reasonable attorneys' fees), that it incurs in pursuing such action against the Developer. If the Village

obtains a judgment against the Developer due to the Developer's failure to pay the required Cash Donation Amount, the Village shall have both the right to record a judgment lien against the portion of the Subdivision for which the Cash Donation Amount should have been paid and the right to foreclose that lien in the manner provided by law.

F. Commencing on January 1 following the third (3rd) anniversary of the date of the last of the Village Approvals, and each year thereafter, if any portion of the Cash Donation Amount remains unpaid, the dollar values set forth on the above described formula shall be increased with respect to such unpaid portion by a percentage amount equal to the percentage increase in the Consumer Price Index, if any, from the immediately preceding year, published by the Illinois Department of Revenue. The Parties shall confirm, in writing, the amount of any increases to the Cash Donation Amount that may become applicable and, from and after the date that such increases are so confirmed and agreed upon, all unpaid portions of the Cash Donation Amount shall be paid in accordance with the formula, as so modified.

G. The Village may use the Cash Donation Amount: (i) to acquire, expand or improve any capital facilities or real property that will serve the immediate or future needs of the Subdivision, (ii) to pay principal and interest amounts coming due on any debt instruments which are issued by the Village to pay for the capital facilities or real property that will serve the immediate or future needs of the Subdivision, or (iii) for such other purposes as may be permitted by law.

### **Section III. Waiver.**

The Parties acknowledge that the Cash Donation Amount set forth herein accurately reflects the impact that will be specifically and uniquely attributable to the development of the Subdivision with residential land uses pursuant to the Village Approvals. The Developer, for itself and its successors and assigns, forever waives any right to challenge the Village's authority to collect the Cash Donation Amount for purposes of addressing its needs, any right to contest the amounts set forth in this Agreement as being in excess of legal limitations and any right to contest the use of the Cash Donation Amount, provided the Cash Donation Amount is used in the manner required by the provisions of this Agreement. Such waiver shall be binding on the successors and assigns of the Developer including, without limitation, future owners and developers of the Subdivision. The Parties agree to properly execute any document of consent or waiver in this regard, in form and substance acceptable to the Parties, immediately upon any request by the Village.

The Parties understand and expressly agree that they are entering into this Agreement freely and voluntarily. The Developer acknowledges and agrees that the Village has the absolute right to receive the Cash Donation Amount set forth in this Agreement and the absolute right to exercise its discretion in utilizing the Cash Donation Amount as it deems appropriate, subject to the terms and limitations of this Agreement.

### **Section IV. Miscellaneous.**

A. ***Agreement Contest.*** This Agreement is found by the Parties to be fair and reasonable, to discharge adequately the burdens placed on the park and recreation system of the Village from the impacts specifically and uniquely attributable to the Subdivision, and to discharge the Developer from

any other or further requirement to provide land or cash in lieu thereof to the Village for the Subdivision. The Parties hereby waive any right they may have to challenge or contest this Agreement or the enforcement thereof in accordance with its terms.

B. **Successors and Assigns; Covenants to Run with Land.** This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns (including future owners and developers of that portion of the Subdivision upon which the Residential Community is to be constructed). The provisions of this Agreement shall run with such land until the entire Cash Donation Amount has been paid in full.

C. **Notices.** All notices shall be in writing and sent to the Parties by certified mail, return receipt requested, as follows:

Village: Village of Lincolnshire  
Attn: Bradly Burke, Village Manager  
One Olde Half Day Road  
Lincolnshire, Illinois 60069

With a copy to: Adam B. Simon, Esq.  
Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer  
175 E. Hawthorn Parkway, #145  
Vernon Hills, Illinois 60061

Developer: ECD-Lincolnshire Theater, L.L.C.  
c/o Scott Greenberg  
250 Parkway Drive  
Lincolnshire, Illinois 60069

With a copy to: Harold W. Francke  
Meltzer, Purtill & Stelle, LLC  
1515 E. Woodfield Drive, Suite 250  
Schaumburg, Illinois 60173

or to such address as the Parties may from time to time designate in a notice to the other. A notice given by certified or registered mail shall be deemed given three (3) days after such notice is deposited in the United States Mail, whether or not such notice is actually received by the addressee.

D. **Captions.** The captions of the paragraphs of this Agreement are for convenience only, do not affect the interpretation of, and are not to be interpreted as, part of this Agreement.

E. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all oral agreements and negotiations between the Parties with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the Parties and dated a date subsequent to the date of this Agreement. All exhibits to this Agreement are incorporated herein by this reference thereto.

F. **Unenforceability.** The unenforceability or invalidity of any provisions of this Agreement shall not render any other provisions, or any other application of such provisions, unenforceable or invalid.

G. **Governing Law.** This Agreement has been made and executed within the State of Illinois and it is agreed by the Parties that it shall be construed and enforced in accordance with the laws of the State of Illinois. Any action of law, suit in equity or judicial proceeding shall be instituted and maintained only in a court of competent jurisdiction in Lake County, Illinois.

H. **Indemnification.** The Developer shall indemnify and hold the Village, its agents, employees and/or officers, harmless against and from all losses, damages, costs and expenses, including judgments and reasonable attorneys' fees which may be suffered or incurred by the Village by reason of any representation, whether express or implied, of the Developer contained in this Agreement. The Developer further agrees to indemnify and hold the Village, its agents, employees and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, costs and expenses of any kind, brought against the Village, its agents, employees and/or officers arising out of or in connection with or incident to the execution of this Agreement (other than those claims, demands, suits or actions arising out of the Village's default under this Agreement), or from the Developer's failure to perform any aspect of this Agreement. This hold harmless and indemnification clause has been mutually negotiated by the Parties and shall survive the expiration or termination of this Agreement.

I. **Recording of Agreement.** The Developer shall record this Agreement with the Lake County Recorder's Office concurrently with the recording of a final plat for the Subdivision to give record and public notice of the existence of this Agreement. Notwithstanding the foregoing, concurrently with such recording, the Village shall execute and record, at the Developer's expense, an acknowledgement which confirms that the provisions of this Agreement apply only to that portion of the Subdivision property upon which the Residential Community is to be constructed and releasing all other portions of the Subdivision property from the provisions of this Agreement.

J. **Term.** This Agreement shall have a Term which ends on the earlier to occur of: (i) the date the Developer pays the final portion of the Cash Donation Amount to the Village; and (ii) the 20-year anniversary of the date of this Agreement.

K. **Authority.** The undersigned signatories covenant that they have been granted authority to sign and perform this Agreement in the manner required by law.

IN WITNESS WHEREOF, the Developer and Village of Lincolnshire have executed this Park Donation Agreement all as of the date first above written.

**VILLAGE OF LINCOLNSHIRE**

By: \_\_\_\_\_  
Elizabeth Brandt, Mayor

ATTEST:

---

Barbara Mastandrea, Village Clerk

**ECD-LINCOLNSHIRE THEATRE, L.L.C.**, an Illinois limited liability company

By: ECD-Lincolnshire Theatre Corp., an Illinois corporation, its Manager

By: \_\_\_\_\_  
Scott D. Greenberg, President

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF LAKE        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Elizabeth Brandt, personally known to me to be the Mayor of the Village of Lincolnshire, a unit of local government in the State of Illinois, and Barbara Mastandrea, personally known to me to be the Village Clerk of said Village, whose names are subscribed to the foregoing Park Donation Agreement, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk they signed and delivered the said Agreement as Mayor and Village Clerk of said Village as their free and voluntary act and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Scott D. Greenberg, personally known to me to be the President of **ECD-LINCOLNSHIRE THEATRE CORP.**, an Illinois corporation, the Manager of **ECD-LINCOLNSHIRE THEATRE, L.L.C.** an Illinois limited liability company, whose name is subscribed to the foregoing Park Donation Agreement, appeared before me this day in person and acknowledged that he signed and delivered the said Agreement as such officer of such corporation and in such capacity, as his free and voluntary act and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBDIVISION**

**PARCEL 1:**

LOT 1 IN E.C.D. SUBDIVISION UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 31, 1997, AS DOCUMENT NUMBER 4000377, IN LAKE COUNTY, ILLINOIS.

**PARCEL 2:**

PERPETUAL NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, PARKING, WATER LINES AND STORM WATER DETENTION LAKE AND DRAINAGE AS SET FORTH IN THE DECLARATION RECORDED MARCH 26, 1997, AS DOCUMENT NUMBER 3948473, MADE BY AND BETWEEN ECD-CITYPARK I, L.L.C., AN ILLINOIS LIABILITY COMPANY, AND APTAKISIC SAND CORPORATION, AN ILLINOIS CORPORATION, AS AMENDED BY FIRST AMENDMENT RECORDED JUNE 16, 2006 AS DOCUMENT NUMBER 6010970.

P.I.N. 15-27-206-018

**EXHIBIT B**

**THE PLAN**

[Attach copy of Preliminary Plan here]

4823-9073-0549, v. 1

## **CHAPTER 7**

### **DONATIONS**

#### **SECTION:**

- 7-7-1: General Information**
- 7-7-2: Requirements for Compliance**
- 7-7-3: Indemnification and Covenant Not to Sue**
- 7-7-4: Appeals**

#### **7-7-1: GENERAL INFORMATION:**

As a condition of approval of a final plat of subdivision, final plat or final site plan for a planned unit development each subdivider or developer shall be required to:

- Dedicate land for park and school sites, make a cash contribution in lieu of actual land dedication, or provide a combination of both, and
- Make a cash contribution for library purposes to serve the immediate and future need of the residents of the development in accordance with the criteria and formula in this Chapter. All donations required hereunder shall be made prior to, and as a condition of, approval of the subdivision plat by the Village unless otherwise provided for in this Chapter.

All land dedications and cash contributions shall be made by the subdivider or developer upon approval of a final plat or plan by the Corporate Authorities unless otherwise provided for in this Chapter. No plat or plan shall be recorded with the Lake County Recorder of Deeds until said donations have been made in accordance with the provisions of the Chapter.

It is recognized that local conditions change over the years and the variables used in calculating the land dedication and cash contributions may require periodic review and amendment if necessary.

**7-7-2: REQUIREMENTS FOR COMPLIANCE:**

A. REFERRAL: Upon referral of a subdivision or planned unit development by the Corporate Authorities to the applicable Boards, Commission and Districts for review, the subdivider or developer shall consider one of the following methods for compliance with the terms of this Chapter.

1. Donation Requirements: The subdivider or developer shall agree to make all land dedications and pay all cash contributions as required in this Chapter of the Village Code.
2. Written Agreement: The subdivider or developer shall negotiate the donation and present a written agreement to the Corporate Authorities for consideration.

If the development is determined by the Administrative Staff to be a substantial size and it will be completed in logical phases, the subdivider or developer may petition the Corporate Authorities to allow payment of the cash contribution by phases of development. Said Agreement shall contain the dates and amounts of subsequent payments. The Corporate Authorities may require that sufficient security be deposited with the Village for any such delayed contribution to insure that actual payment is made in sufficient time to meet the impact of the subdivision or planned unit development.

The negotiation of donations may occur between the:

- a. Village of Lincolnshire and Subdivider/Developer: The subdivider or developer shall enter into an Agreement with the Village after a negotiated donation has been presented for consideration whereby the amount of the park, schools, and/or library donations and the date of payment shall be established based on the following:
  - 1) An independent consultant will be selected and retained by the Village at the developer's expense to study the actual impact the proposed development will have on each applicable taxing district and shall include at a minimum:
    - a) A review of each taxing district's capital budget.
    - b) The ability of each taxing district to provide services to new residents at the same level of

service provided to the existing households.

- c) The Capital Improvement Plan for the taxing district.
- d) Any other information the Village may require to make an informed decision.

If the independent study indicates a higher contribution per residential unit than established by the provisions of this Chapter the subdivider or developer may negotiate a settlement with each taxing district provided however, that the negotiated donations are no less than what the requirements of this Chapter.

- b. Taxing District and Subdivider/Developer: The subdivider or developer may negotiate a land dedication, cash contribution or combination of both, with one or more of the taxing districts and present the written agreement to the Corporate Authorities for consideration at the time of final plat/plan approval. The subdivider or developer shall be responsible for obtaining and providing the Village with a separate written confirmation of the agreed final contribution signed by a representative of the individual taxing district.

- B. CONSIDERATION: During consideration of the development proposal the developer or subdivider shall submit written verification that indicates the predominant (50% or more) residence size by bedroom anticipated for the subdivision or planned unit development. This information will be used by the Village to calculate the amount of donations.

The subdivider or developer shall be responsible for making additional cash contributions when the residence size for the number of dwelling units actually constructed in the subdivision or planned unit development *is greater* than the donations made upon approval of the development. The subdivider or developer may file a written appeal for a partial refund of donations when the residence size for the number of dwelling units actually constructed *is less* than that used to calculate the donations.

- C. APPROVAL: Prior to consideration of a final plat of subdivision or planned unit development by the Corporate Authorities, the Plan Commission, Park Board, Site Plan Review Board and School Districts shall make a recommendation regarding whether the donation should be land, cash in-lieu of land, or a

combination of both. The recommending Boards, Commission and Districts shall base their recommendation on the criteria established in the specific regulations of this Chapter.

**7-7-3: INDEMNIFICATION AND COVENANT NOT TO SUE:**

The Village is not obligated to cause the payment of money or the transference of land to School Districts, or other Districts that could benefit from donations made by developers and subdividers. Therefore any School District, Library District and any other District for which donation is collected by the Village for said District's use recognizes that the Village may, at its sole discretion, amend its ordinances or annexation agreements or its practices so as to discontinue the payment of donations to the said District(s), and, as a condition of receiving donations hereunder, agrees to indemnify and hold harmless the Village from any loss, claims, debts, causes of actions or liabilities of every kind incurred by the Village as either a direct or indirect result of the passage of this Chapter, the administration or enforcement thereof, or the failure to administer or enforce the same including any incurred as a result of a lawsuit brought or threatened by any such District. The Village shall undertake the defense against any suit or claim, subject to indemnification and reimbursement of fees and costs from the Districts whose donations are involved or gave rise to the claim or suit. The costs of said defense shall be borne proportionately by all Districts whose donations are involved, concerned or gave rise to the suit or claim, and shall be paid promptly upon billing.

In the event that a final determination is made by a court of competent jurisdiction that contributions of land or money received by the District(s) receiving the donation(s) are, in whole or in part, excessive, the receiving District(s) shall promptly repay to the person who procures such a judgement against the Village or the District(s), together with such other amounts judged by the court to be owing from the Village and/or District(s).

Lincolnshire-Prairie View Elementary District No. 103, Aptakisic-Tripp Elementary School District No. 102, Adlai E. Stevenson High School District No. 125, and the Vernon Area Public Library District further covenant and agree, in addition to the indemnification and reimbursement undertaken herein, not to sue the Village of Lincolnshire for any claim arising directly or indirectly out of the passage of this Chapter or the administration or enforcement thereof, or the failure to administer or enforce the same in return for the Village considering the requirement that developers and subdividers make donations to them.

**7-7-4: APPEALS:**

Within ten days from the receipt of the determination of the amount in donations due under this Chapter from the Village, a subdivider or developer may appeal the amount of the donation(s) in a writing filed with the Village Clerk. The Notice of Appeal must include evidence falling into substantial question the amount(s) determined by the Village to be due. Upon the Notice of Appeal, containing the required showing, and the deposit as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code on account for fees and costs, the Village will retain an independent consultant at the subdividers' or developers' expense, to review the estimated population to be generated from the subdivision or planned unit development, and impact that the proposed development or subdivision will have on the applicable taxing district. The Corporate Authorities retain the authority to make the final determination on the proper amount of donation(s) based on the information supplied with the Notice of Appeal, by the Districts to be benefitted, in the Village records, and by the independent consultants.

A subdivider, developer, and/or taxing district shall have the right to appeal the established Fair Market Value of Land on file with the Village of Lincolnshire. Said appeal shall be determined in the same manner as donations, but the independent consultant shall be qualified as an M.A.I. appraiser.

## **CHAPTER 7**

### **DONATIONS**

#### **ARTICLE A. SCHOOL DONATIONS**

##### **SECTION:**

- 7-7A-1: General Information**
- 7-7A-2: Variables For Calculation**
- 7-7A-3: Land Dedication Criteria**
- 7-7A-4: Cash Contribution Criteria**
- 7-7A-5: Combination Land Dedication and Cash Contribution Criteria**

##### **7-7A-1: GENERAL INFORMATION:**

The ultimate number of students to be generated by a subdivision or planned unit development shall bear directly upon the amount of land dedication, cash contribution, or combination of both required for the school donation.

The school district shall be notified that the Village is considering a residential subdivision or planned unit development by means of an elected school board member representing the district as an ex-officio member of the Lincolnshire Plan Commission, or through correspondence by the Department of Community Development in accordance with the State of Illinois law.

##### **7-7A-2: VARIABLES FOR CALCULATION:**

The land dedication, cash contribution, or combination of both for school donations shall be calculated independently for each school classification identified in this Section: Elementary, Junior High, and High School utilizing the following variables:

- A. TABLE OF SCHOOL SIZE SITES BY GRADE CLASSIFICATION:** School classifications and size of school sites within the Village shall be determined in accordance with the established criteria in the following table:

| <b>Table of School Size Sites by Grade Classification</b>   |  |   |
|---|--|---|
| School Classification by Grade                              | Maximum Number of Students for Each Such School Classification | Minimum Number of Acres of Land for Each School Site of Such Classification |
| Elementary Schools, Grades - Kindergarten through 5th (K-5) | 600 students   | 11 acres  |
| Junior High Schools Grades 6th through 8th (6-8)            | 900 students   | 29 acres  |
| High Schools, Grades 9th through 12th (9-12)                | 2,500 students   | 50 acres  |

B. **TABLE OF ULTIMATE SCHOOL POPULATION PER DWELLING UNIT:** The following table of estimated ultimate school populations per dwelling unit is generally indicative of current and short-range projected trends in school population per dwelling unit and shall be used in calculating the amount of required dedication of acres of land or cash contributions. This data shall be used unless a written appeal is filed thereto by the subdivider or developer in accordance with the provisions of this Chapter, or if a Written Agreement otherwise establishes an acceptable dedication or contribution.

In applying the following table of population density to a subdivision for which the types of units and number of bedrooms cannot reasonably be determined from the data on file with the Village at the time of approval of the subdivision plat, the following types of units and bedroom data shall be used.

| <b>Table of Estimated Ultimate School Population Per Dwelling Unit<sup>1</sup></b>                                   |   |   |   |
|--|---|---|---|
|  | <b>Elementary</b><br>Grades K-5<br>5-10 Years | <b>Junior High</b><br>Grades 6-8<br>11-13 Years | <b>High</b><br>Grades 9-12<br>14-17 Years |
| <b>Detached Single Family</b>  |   |   |   |
| 2 Bedroom  | .122  | .041  | .020                                      |
| 3 Bedroom  | .346  | .138  | .142                                      |
| 4 Bedroom  | .470  | .303  | .303                                      |
| 5 Bedroom  | .314  | .231  | .212                                      |
|  |   |   |   |
| <b>Attached Single Family</b>  |   |   |   |
| 1 Bedroom  | 0   | 0   | 0   |
| 2 Bedroom  | .095  | .077  | .037                                      |
| 3 Bedroom  | .237  | .064  | .066                                      |
| 4 Bedroom  | .345  | .155  | .168                                      |
|  |   |   |   |
| <b>Apartments</b>  |   |   |   |
| Efficiency   | 0   | 0   | 0   |
| 1 Bedroom  | .002  | .001  | .001                                      |
| 2 Bedroom  | .082  | .041  | .042                                      |
| 3 Bedroom  | .230  | .123  | .116                                      |
|  |   |   |   |
| <sup>1</sup> Source: Illinois School Consulting Service/Associated Municipal Consultants, Inc.; Naperville, IL, 1993 |   |   |   |

C. FAIR MARKET VALUE OF LAND: The present fair market value of improved land in and surrounding the Village for one (1) acre of land based on an

appraisal completed by an M.A.I. appraiser shall be maintained on file in the Department of Community Development and as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code. Said figure shall be used in making any calculation herein.

**7-7A-3: LAND DEDICATION CRITERIA (SCHOOLS):**

A. FORMULA: The required school land dedication shall be determined in accordance with the formula below based on the established criteria in the "Table of School Size Sites by Grade Classification" and the "Table of Estimated School Population per Dwelling Unit". The end product shall be the acres of land deemed needed to have sufficient land for school sites to serve the estimated increase in the number of children for each school classification.

$$\frac{\text{Estimated Ultimate School Population per Dwelling Unit}}{\text{Maximum \# Students for School Classification}} \times \text{Minimum \# Acres of Land Needed for School Classification}$$

B. LAND CONDITIONS: Land Dedications for school sites shall at a minimum meet the following criteria.

1. Topography and Grading: The slope, topography and geology of the dedicated site as well as its surroundings must be suitable for its intended purposes.
2. Improved Sites: All sites must be dedicated in a condition ready for full service of electrical, water, sewer and streets (including enclosed drainage and curb and gutter) as applicable to the location of the site, or acceptable provision made therefor.
3. Reservation of Additional Land: Where the Village of Lincolnshire Comprehensive Plan or adopted plan of an applicable school district indicates a larger amount of land for a school site in a particular subdivision or planned unit development than the developer is required to dedicate, the land needed beyond the developer's contribution shall be reserved for subsequent purchase by the affected school district(s) designated by the Village. Such acquisition shall be made by the school district within one year from the date of approval of the final plat or plan.
4. Combining with Adjoining Developments: Where the subdivision or planned unit development is less than forty (40) acres, a school site which is to be dedicated should be combined with dedications from

adjoining developments if possible in order to produce usable school site without causing a hardship on a particular developer.

- C. **CRITERIA FOR LOCATION AND DESIGN STANDARDS:** The Comprehensive Plan of the Village or the standards adopted by the affected school district shall be used as a guideline in locating sites.
- D. **SUBDIVIDER OR DEVELOPER RESPONSIBILITY:** The subdivider or developer shall be responsible for providing the following information to the Village prior to consideration of final approval of a plat or plan.
1. Dedication of land on the Plat of Subdivision or Plat of Dedication.
  2. Title or Warranty Deed transferring the land from the subdivider or developer to the applicable taxing district. Titles shall be shown to be free of all liens, encumbrances, easements, covenants and restrictions or other matters as may impair the ability of the appropriate governmental unit to use the property for its intended purpose as determined by the Corporate Authorities. A commitment for title insurance issued by a company authorized to do business in Illinois may be required as evidence of clear title.
  3. Legal description in an 8-1/2" x 11" format.
- E. **SCHOOL DISTRICT RESPONSIBILITY:** Written acceptance from the school district shall be submitted to the Village of Lincolnshire (Department of Community Development) within 15 days of receipt of title for the dedicated land.

**7-7A-4: CASH CONTRIBUTION CRITERIA (SCHOOLS):**

The Village shall require the subdivider or developer to pay a cash contribution as provided herein in lieu of the land dedication requirement when:

- The subdivision or development is small and the resulting land dedication for school purposes would not meet the criteria set forth in this Chapter, or
- The available land is of a nature and/or location inappropriate for a school site as determined by reference to adopted plans of the Village and school district and based on such factors as topography, shape of site, accessibility, proximity to other parks, schools and Municipal services, safety and other environmental and use factors.

The cash contributions in lieu of land shall be based on the fair market value of the acres of land in the area improved as specified herein that otherwise would have been dedicated as a school site.

- A. **METHOD OF CALCULATION:** The cash contribution in lieu of school land dedication shall be determined by multiplying the minimum number of acres of land needed for the school classification times the fair market value of one acre of improved land as determined by an M.A.I. appraiser.
- B. **SUBDIVIDER OR DEVELOPER RESPONSIBILITY:** In those cases where a cash contribution is required to be paid to the Village an Agreement and Notice as specified in this Title shall be placed on all final plats of subdivision.

The cash contribution and all development review fees shall be paid to the Village prior to the recording of the final plat of subdivision or plan at the office of the Lake County Recorder of Deeds and before any development occurs on the subject property. Cash contributions shall be deemed made upon deposit with the Village of cash, a certified or cashier's check, or security approved by the Corporate Authorities.

C. **SCHOOL DISTRICT RESPONSIBILITY:**

1. **Conditions of Acceptance:**

- a. The school district agrees that the contribution shall be solely for the purposes set forth in Title 7: Subdivisions and Land Development, of the Lincolnshire Village Code. Specifically, the school district agrees that the contribution shall be for the use in the acquisition of land to serve the immediate or future needs of residents from that subdivision or development; for the capital improvement of any existing school facility which already services such needs; or for the construction of any buildings or additions thereto necessary to serve such needs.

In the event a school district refuses to accept the cash contribution under the established terms and conditions, the cash contribution shall be immediately returned to the subdivider/developer.

- b. The cash contribution shall be held by the affected school district in a special trust fund. Any interest which accrues on said special trust fund shall also be used solely for the purposes set forth in this Chapter.

- c. The school district agrees that if any portion of a cash contribution is not expended for the purposes set forth herein within ten (10) years from the date of receipt it shall be refunded to the subdivider or developer who made such contribution. The developer shall file a written request with the Village within one year after expiration of the ten (10) year period specifying the portion not so expended.
2. Obligations after Acceptance:
    - a. Immediate: Written acceptance from the school district shall be submitted to the Village of Lincolnshire (Department of Community Development) within 15 days of receipt of the cash contribution.
    - b. Annual: The school district shall annually account to the Director of Financial Systems of the Village for all expenditures made and interest earned from said cash contributions. The annual accounting shall be made within sixty (60) days of the end of the districts fiscal year. Cash contributions will be withheld until said report is received by the Village.

**7-7A-5: COMBINATION LAND DEDICATION AND CASH CONTRIBUTION CRITERIA (SCHOOLS):**

In the event an identified school site is:

- Located on more than one development parcel or property, or
- Only a portion of the development property is needed to complete a designated school site

A combination of land dedication and cash contribution for a subdivision or planned unit development may be necessary and shall be in accordance with all regulations of this Title, and the following:

**Land Dedication:** That area designated for a school site on the development parcel shall be dedicated.

**Cash Contribution:** The cash contribution shall be based on the difference between the acres of land which will be dedicated for the school site and the total acres required for school site land dedication in the development.

## **CHAPTER 7**

### **DONATIONS**

#### **ARTICLE B. PARK DONATIONS**

##### **SECTION:**

- 7-7B-1: General Information**
- 7-7B-2: Variables For Calculation**
- 7-7B-3: Land Dedication Criteria**
- 7-7B-4: Cash Contribution Criteria**
- 7-7B-5: Combination Land Dedication and Cash Contribution Criteria**

##### **7-7B-1: GENERAL INFORMATION:**

The ultimate population to be generated by a subdivision or planned unit development shall bear directly upon the amount of land dedication, cash contribution, or combination of both required for the park donation.

The Village of Lincolnshire Park Board and Plan Commission shall make a recommendation to the Corporate Authorities based on the criteria set forth in this Chapter as to the preferred park donation. Said recommendation shall be made after full consideration of all adopted plans have been reviewed in the context of accepted site planning, zoning, environmental, maintenance and other issues of concern which will effect the Village in the future.

##### **7-7B-2: VARIABLES FOR CALCULATION:**

The land dedication, cash contribution, or combination of both for the park donation shall be calculated utilizing the following variables:

- A. POPULATION RATIO:** The ultimate density of a proposed development shall bear directly upon the amount of land required for dedication. The total requirement shall be ten (10) acres of land per one thousand (1,000) of ultimate population.(Ord. Amd. 08-3012-40, eff 12/10/07)
- B. ULTIMATE POPULATION OF PROPOSED DEVELOPMENT:** The ultimate

population will be determined by multiplying the number of residential units times the mean number of persons per occupied housing unit average in the Village as determined by the latest United States Census Bureau or Special Census statistics on file in the Department of Community Development.

$$\# \text{ Dwelling Units } \times \text{ Mean \# of Persons per Occupied Housing Unit } = \text{Ultimate Population of Proposed Development}$$

- C. FAIR MARKET VALUE OF LAND: The present fair market value of improved land in and surrounding the Village for one (1) acre of land based on an appraisal completed by an M.A.I. appraiser shall be maintained on file in the Department of Community Development and as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code. Said figure shall be used in making any calculation herein.

**7-7B-3: LAND DEDICATION CRITERIA (PARKS):**

- A. FORMULA: The required park land dedication shall be determined in accordance with the formula below based on the population ratio and ultimate proposed population of the proposed development. The product shall be the acres of land deemed needed to have sufficient land for park sites to serve the estimated increase of residents from the new development.

$$\frac{\text{Ultimate Population of Proposed Development}}{1,000 \text{ Ultimate Population}} \times 10 \text{ acres} = \# \text{ Acres of Park Land to be dedicated}$$

B. LAND CONDITIONS:

1. Topography: The slope, topography and geology of the dedicated site as well as its surroundings must be suitable for its intended purposes.
  - a. Grading: The park site shall be rough graded in accordance with the present Village requirements for final grading and in accordance with grading plans approved by the Village Engineer.
  - b. Drainage: Positive drainage must be insured as indicated on a master drainage plan. The storage of overburden on a park site is prohibited though temporary storage may be granted in some cases provide the terms of such temporary storage have been determined by the Village Engineer.

2. Improved Sites:

Utilities: At the time of installation of public improvements in the subdivision or planned unit development, the subdivider or developer shall install all required public utilities throughout the park site in accordance with the Village approved engineering plans. This work shall be completed prior to acceptance by the Village of the public utilities in the subdivision or planned unit development which includes said park site.

3. Reservation of Additional Land: Where the Comprehensive Plan or the standards of the Village call for a larger amount of park site in a particular subdivision or planned unit development than the developer is required to dedicate, the land needed beyond the developer's contribution shall be reserved for subsequent purchase by the Village, provided that such acquisition is made within one year from the date of approval of the final plat.

4. Combining with Adjoining Developments: Where the subdivision or planned unit development is less than forty (40) acres, a park which is to be dedicated should, where possible, be combined with dedications from adjoining developments in order to produce usable park site without hardship on a particular developer.

C. CRITERIA FOR LOCATION AND DESIGN STANDARDS: The following plans shall be adhered to in determining the location(s) of park sites:

- The Village of Lincolnshire Comprehensive Plan
- The Village of Lincolnshire Parks and Open Space Master Plan
- Lake County Open Space Plan
- Northeastern Illinois Open Space Plan
- Lake County Framework Plan
- Des Plaines River Trail Master Plan

Additional guidelines which shall be considered in locating park sites include, but are not limited to, the size of the subdivision, proximity of the site to other parks, schools and Municipal services, topography of the site, shape of the site, accessibility of the site, safety and other environmental and use conditions.

The extent to which the design standards are adhered to will be the basis by which the amount of park site credit will be determined. A reduced amount of park site credit will be granted by the Corporate Authorities should a proposed park site be deficient in one or more of the following park site design standards.

1. Size: The size of a park shall be appropriate to the leisure and recreational needs of the service population as defined by the Village of Lincolnshire Comprehensive Plan and Parks and Open Space Master Plan and shall be consistent with the required donations as set forth in this Chapter.
2. Shape: Park sites should be rectangular or nearly rectangular in shape. An irregular limit of a park may be allowed if defined by a river, lake, pond, rock outcropping, forest, meadow, wetland or other natural feature.
3. Location: Whenever possible park sites shall be located at the geographic center of the service areas. In areas where park sites and/or school sites already exist or have been previously planned, the proposed park donation shall, if possible be located adjacent to or provide appropriate linkage with the existing sites.
4. Access: Access to the park site shall be provided for convenience of pedestrian and vehicular ingress and egress, as well as for visual identity. The minimum required frontage of the park shall be equal to or greater than the longest edge of the park. Any accessway shall be improved with a hard surface walkway eight feet (8') in width constructed to Village specifications. The number of accesses shall vary with the location and type of park site and its relationship to surrounding land uses.
5. Linkage: The linkage of proposed parks with existing parks or with other desirable land uses such as schools, libraries, convenience commercial areas, cultural or institutional centers shall be encouraged. The method of linkage shall include but not be limited to, bike paths and walkways. Land used for linkage purposes shall be included in the calculations of total donation.
6. Grading: Any proposed grading of the park site shall not differ greatly from surrounding land uses. Grades less than two percent (2%) or more than seven percent (7%) will not be acceptable. Exceptions to this may be granted if the developer can show an acceptable secondary use for the grading. Examples are earth berming for visual buffer or aesthetic interest, a sled hill or toboggan run, backstop for special activities and the like. Drainage on the proposed park site shall be such that the site can be used for its intended purpose.
7. Vegetation: The donation of park land shall be planned and designed to minimize impact on vegetation of ecological or aesthetic value. Existing vegetation of value shall be identified by the Village Forester and

protected from damage during the construction process.

Any areas disturbed as a result of construction activity shall be restored to its original condition or in accordance with the Open Space Landscape Standards as determined by the Village. The subdivider or developer shall be responsible for removing invasive and dangerous plant species as required by the Village. The Village shall be given the right to remove/salvage from an area proposed for clearing any desirable plant materials for which the developer has no intended use. The Village will notify the developer of the plant material desired for removal prior to any work commencing on the site and shall remove the plant material within thirty (30) days following the final plan approval.

8. Erosion Control: The developer will be responsible for controlling erosion on the park site until the park site is dedicated to the Village.
9. Water Retention/Detention: Land that is designated for water retention/detention purposes within the area of the proposed development shall not be considered appropriate as a park donation site. However, if suitable recreational uses are shown for land otherwise designated for retention/detention purposes and have been recommended for approval by the Park Board and the Village Engineer as acceptable, then credit may be extended as a park donation site, subject to final approval by the Board of Trustees.
10. Debris: Any accumulated debris on the park site to be dedicated shall be removed by the developer, at developer's expense, prior to acceptance of the land by the Village.

D. **SUBDIVIDER OR DEVELOPER RESPONSIBILITY:** The subdivider or developer shall be responsible for providing the following information to the Village prior to consideration of final approval of a plat or plan.

1. Dedication of land on the Plat of Subdivision or Plat of Dedication.
2. Title or Warranty Deed transferring the land from the subdivider or developer to the applicable taxing district. Titles shall be shown to be free of all liens, encumbrances, easements, covenants and restrictions or other matters as may impair the ability of the appropriate governmental unit to use the property for its intended purpose as determined by the Corporate Authorities. A commitment for title insurance issued by a company authorized to do business in Illinois may be required as evidence of clear title.

3. Legal description in an 8-1/2" x 11" format.

**7-7B-4: CASH CONTRIBUTION CRITERIA (PARKS):**

The Village shall require the subdivider or developer to pay a cash contribution as provided herein in lieu of the land dedication requirement when:

- The subdivision or development is small and the resulting land dedication for park purposes would not meet the criteria set forth in this Chapter, or
- The available land is of a nature and/or location inappropriate for a park site as determined by reference to adopted plans of the Village and based on such factors as topography, shape of site, accessibility, proximity to other parks, schools and Municipal services, safety and other environmental and use factors.

The cash contributions in lieu of land shall be based on the fair market value of the acres of land in the area improved as specified herein that otherwise would have been dedicated as a park site.

A. **METHOD OF CALCULATION:** The cash contribution in lieu of park land dedication shall be determined by multiplying the required number of acres of park land to be dedicated times the fair market value of one acre of improved land as determined by an M.A.I. appraiser.

B. **SUBDIVIDER OR DEVELOPER RESPONSIBILITY:** In those cases where a cash contribution is required to be paid to the Village an Agreement and Notice as specified in this Title shall be placed on all final plats of subdivision.

The cash contribution and all development review fees shall be paid to the Village prior to the recording of the final plat of subdivision or plan at the office of the Lake County Recorder of Deeds and before any development occurs on the subject property. Cash contributions shall be deemed made upon deposit with the Village of cash, a certified or cashier's check, or security approved by the Corporate Authorities.

C. **VILLAGE RESPONSIBILITY:**

1. **Conditions of Acceptance:**

- a. The Village of Lincolnshire agrees that the contribution shall be solely for the purposes set forth in Title 7: Subdivisions and Land Development, of the Lincolnshire Village Code.

Specifically, the Village agrees that the contribution shall be for the use in the acquisition of land to serve the immediate or future needs of residents from that subdivision or development; for the capital improvement of any existing park facility which already services such needs; or for the construction of any buildings or additions thereto necessary to serve such needs.

In the event the Village refuses to accept the cash contribution upon said condition, the cash contribution shall be immediately returned to the subdivider/developer.

- b. The cash contribution shall be held by the Village in a special trust fund. Any interest which accrues on said special trust fund shall also be used solely for the purposes set forth in this Chapter.
- c. The Village agrees that if any portion of a cash contribution is not expended for the purposes set forth herein within ten (10) years from the date of receipt it shall be refunded to the developer who made such contribution. The developer shall file a written request with the Village within one year after expiration of the ten (10) year period specifying the portion not so expended.

**7-7B-5: COMBINATION LAND DEDICATION AND CASH CONTRIBUTION CRITERIA (PARKS):**

In the event an identified park site is:

- Located on more than one development parcel or property, or
- Only a portion of the development property is needed to complete a designated park, or
- The proposed park site donation is deficient in one or more of the park site design standards resulting in a reduction in the amount of park site credit granted (as determined by the Corporate Authorities)

A combination of land dedication and cash contribution for a subdivision or planned unit development may be necessary and shall be in accordance with all regulations of this Title, and the following:

Land Dedication: That area designated for a park site on the

development parcel shall be dedicated.

Cash Contribution: The cash contribution shall be based on the difference between the acres of land which will be dedicated for the park site and the total acres required for park land dedication in the development.

## **CHAPTER 7**

### **DONATIONS**

#### **ARTICLE C. LIBRARY DONATIONS**

##### **SECTION:**

- 7-7C-1: General Information**
- 7-7C-2: Variables For Calculation**
- 7-7C-3: Cash Contribution Criteria**

##### **7-7C-1: GENERAL INFORMATION:**

The Corporate Authorities have found that the public interest, convenience, health, welfare and safety requires the continued support of and financial assistance to the Vernon Area Public Library. The ultimate number of families to be generated by a subdivision or planned unit development shall therefore, bear directly on the amount of the library donation.

##### **7-7C-2: VARIABLES FOR CALCULATION:**

The Vernon Area Public Library shall provide the Village of Lincolnshire (Department of Community Development) with a basic level of contribution established by projected capital expenditures directly resulting from new residential construction in the Village, including but not limited to, facility construction, expansion and upgrades; bookmobiles; and additional volumes and equipment added to the collection per year.

##### **7-7C-3: CASH CONTRIBUTION CRITERIA (LIBRARY):**

The Village shall require the subdivider or developer to make a cash contribution for library purposes as provided herein.

- A. METHOD OF CALCULATION:** The amount of the contribution for each dwelling unit shall be equal to the basic contribution established by the Vernon

Area Public Library District and approved by the Corporate Authorities for the first bedroom, plus 1/2 the basic contribution for each additional bedroom. The basic contribution approved by the Corporate Authorities shall be maintained on file in the Department of Community Development and as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code.

- B. SUBDIVIDER OR DEVELOPER RESPONSIBILITY: In those cases where a cash contribution is required to be paid to the Village an Agreement and Notice as specified in this Title shall be placed on all final plats of subdivision.

The cash contribution and all development review fees shall be paid to the Village prior to the recording of the final plat of subdivision or plan at the office of the Lake County Recorder of Deeds and before any development occurs on the subject property. Cash contributions shall be deemed made upon deposit with the Village of cash, a certified or cashier's check, or security approved by the Corporate Authorities.

- C. LIBRARY DISTRICT RESPONSIBILITY:

1. Conditions of Acceptance:

- a. The library district agrees that the contribution shall be solely for the purposes set forth in Title 7: Subdivisions and Land Development, of the Lincolnshire Village Code. Specifically, the library district agrees that the contribution shall be for the use in the acquisition of land to serve the immediate or future needs of residents from that subdivision or development; for the capital improvement of any existing library facility which already services such needs; for the acquisition of additional volumes and equipment; or for the construction of any buildings or additions thereto necessary to serve such needs.

In the event the library district refuses to accept the cash contribution upon said condition, the cash contribution shall be immediately returned to the subdivider/developer.

- b. The cash contribution shall be held by the library district in a special trust fund. Any interest which accrues on said special trust fund shall also be used solely for the purposes set forth in this Chapter.
- c. The library district agrees that if any portion of a cash contribution is not expended for the purposes set forth herein within ten (10) years from the date of receipt it shall be refunded

to the developer who made such contribution. The developer shall file a written request with the Village within one year after expiration of the ten (10) year period specifying the portion not so expended.

2. Obligations after Acceptance:

- a. Immediate: Written acceptance from the library district shall be submitted to the Village of Lincolnshire (Department of Community Development) within 15 days of receipt of the cash contribution.
- b. Annual: The Library District shall annually account to the Director of Financial Systems of the Village for all expenditures made and interest earned from said cash contributions. The annual accounting shall be made within sixty (60) days of the end of the districts fiscal year. Cash contributions will be withheld until said report is received by the Village. (Amend. Ord. 94-1366-50)

**REQUEST FOR BOARD ACTION  
JULY 25, 2016 REGULAR VILLAGE BOARD MEETING**

**Subject:** Consideration, Discussion and Approval of an Amendment to Section 3-3-2-6 of Title 3, Chapter 3 (Liquor Control) Cancelling a Class "D" Liquor License Previously Issued to Cosi, Inc.

**Action Requested:** Waive first reading and approve ordinance reducing the number of allowable Class "D" liquor licenses by one (1).

**Originated  
By/Contact:** William L. Price, Chief of Police

**Referred To:** Village Board

**Summary / Background:**

On June 28, 2016, the Village learned that the Cosi restaurant, located at 910 Milwaukee Avenue in the Lincolnshire Commons shopping center, ceased to serve alcohol and would not be renewing its liquor license. As a result, staff recommends the Village Board decrease the number of allowable Class "D" liquor licenses by one to retain absolute discretion regarding the issue of any new liquor license in this class in the future.

Since the reduction of authorized licenses requires a change to an ordinance, a waiving of the first reading must be approved in order for the decrease of authorized licenses to become effective immediately following Monday night's Regular Village Board Meeting.

**Budget Impact:**

The absence of the Cosi liquor license will result in the loss of the \$2,500 annual liquor license fee and the Village's portion of sales tax generated by the restaurant.

**Service Delivery Impact:**

Not Applicable.

**Recommendation:**

Staff recommends waiving of the first reading and approval of the ordinance, as presented.

**Reports and Documents Attached:**

- An Ordinance Amending Section 3-3-2-6 of Title 3, Chapter 3 (Liquor Control) of the Lincolnshire Village Code.

| <b>Meeting History</b>                          |                      |
|---|----------------------|
| <b>Initial Referral to Village Board (COW):</b> |                      |
| <b>Regular Village Board Meeting:</b>           | <b>July 25, 2016</b> |

**ORDINANCE NO. 16-**  
**AN ORDINANCE AMENDING SECTION 3-3-2-6**  
**OF TITLE 3, CHAPTER 3,**  
**OF THE VILLAGE OF LINCOLNSHIRE VILLAGE CODE**  
**(LIQUOR CONTROL)**

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

Section 1: That pursuant to Title 3, Chapter 3, Section 3-3-2-6 of the Lincolnshire Village Code, the number of Class “D” Liquor Licenses which are authorized for issuance in the Village of Lincolnshire shall be decreased to one (1). (This decrease in Class “D” liquor licenses reflects the decision of Cosi to stop selling alcohol).

Section 2: This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

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

**AYES:**

**NAYS:**

**ABSENT:**

\_\_\_\_\_  
Village Mayor

**ATTEST:**

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