



AGENDA
REGULAR VILLAGE BOARD MEETING
Village Hall - Public Meeting Room
Monday, August 22, 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 August 8, 2016 Regular Village Board Meeting Minutes

3.0 REPORTS OF OFFICERS

3.1 Mayor's Report

3.11 Appointment and Swearing in of Joseph Leonas to the Position of Chief of Police

3.12 Proclamation Recognizing Members of the Lincolnshire Police Explorers for their Quick Response and Life-Saving Efforts

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 August 22, 2016 in the amount of \$987,701.71

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".

7.1 Approval of an Ordinance Amending Title 1, Chapter 8 (Village Finances) of the Lincolnshire Village Code (Village of Lincolnshire)

7.2 Approval of an Ordinance Authorizing the Disposal of Surplus Property (Village of Lincolnshire)

8.0 ITEMS OF GENERAL BUSINESS

8.1 Planning, Zoning & Land Use

8.2 Finance and Administration

8.3 Public Works

8.31 Approval of a Waiver of Competitive Bidding and an Amendment to the Existing Contract with Waste Management for Collection, Disposal or Management of Residentially Generated Municipal Waste, Recyclables and Landscape Waste to Include Leaf Collection Services (Village of Lincolnshire)

8.32 Approval of and Exercise the Renewal Option to Extend the Term of the Contract with Waste Management for Collection, Disposal or Management of Residentially Generated Municipal Waste, Recyclables and Landscape Waste as Modified (Village of Lincolnshire)

8.4 Police

8.41 Consideration, Discussion and Approval of an Amendment to Section 3-3-2-6 of Title 3, Chapter 3 (Liquor Control) Cancelling a Class "Q" Liquor License Previously Issued to DDMB 3, LLC, d.b.a. Emporium Lake County (Waiver of First Reading Requested - 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 25, 2016**

Present:

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

ROLL CALL

Mayor Brandt called the meeting to order at 7:05 p.m., and Village Clerk Mastandrea called the Roll.

2.1 Approval of the July 25, 2016 Regular Village Board Meeting Minutes

Trustee McDonough moved and Trustee Servi seconded the motion to approve the minutes of the Regular Village Board Meeting of July 25, 2016 as presented. The roll call vote was as follows: AYES: Trustees McDonough, Servi, and Mayor Brandt. NAYS: None. ABSENT: Trustees Grujanac, Leider, and Feldman. ABSTAIN: Trustee Hancock. Mayor Brandt declared the motion carried.

3.0 REPORTS OF OFFICERS

3.1 Mayor's Report –

3.1 National Night Out

Mayor Brandt thanked the Lincolnshire Police Department for an outstanding National Night Out Friday, August 5, 2016. Mayor Brandt stated she had video of Acting Chief of Police Price and Village Manger Burke in the dunk tank for anyone who would like to view it. Mayor Brandt thanked Boy Scout Troop 78 who worked at the fingerprinting and crime prevention booth. Mayor Brandt stated the bounce horse races were a big attraction for children of all ages. Mayor Brandt noted North Park looked phenomenal and hosting National Night Out on a Friday was a success.

3.2 2016 Arts & Eats Fest

Mayor Brandt invited all to the Arts & Eats Fest which is the next big special event coming up in the Village from August 12th – August 14th at Village

Green. This event is a combination of Lincolnshire Art Fair and Taste of Lincolnshire. There will be great restaurants, music, and vendors.

3.2 Village Clerk's Report - None

3.3 Village Treasurer's Report

3.31 Revenues and Expenditures Summary for the Month of July, 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 July 2016.

3.4 Village Manager's Report

3.41 Introduction of new Assistant Village Manager/Community & Economic Development Director

Village Manager Burke introduced and welcomed new Assistant Village Manager/Community & Economic Development (CED) Director Adam Letendre. Village Manager Burke noted a press release is being issued today regarding this position and highlighting Assistant Village Manager/CED Director Letendre's background and experience.

3.42 Water Fountain Lead Testing

Village Manager Burke noted all the public drinking fountains in Lincolnshire have been tested for lead as a result of current news reports of lead detection in other surrounding areas. Village Manager Burke reported there was no lead found in any of the Lincolnshire public drinking fountains.

4.0 PAYMENT OF BILLS

4.1 Bills Presented for Payment on August 8, 2016 in the amount of \$861,366.04

Village Treasurer/Finance Director Peterson provided a summary of the August 8, 2016 bills prelist presented for payment with the total being \$861,366.04. The total amount is based on \$138,900 for General Fund; \$5,000 for Water & Sewer Fund; \$175,000 for Motor Fuel Tax; \$145,700 for Water & Sewer Improvement Fund; \$20,100 for Vehicle Maintenance; \$24,100 for E911 Fund; \$100 for Park Development Fund; \$100 for Sedgebrook SSA; and \$352,300 for the General Capital Fund.

Trustee Hancock moved and Trustee McDonough seconded the motion to approve the bills prelist as presented. The roll call vote was as follows: AYES: Trustees McDonough, Servi, Hancock, and Mayor Brandt. NAYS: None. ABSENT: Trustee Feldman, Grujanac, and 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 Permit Fee Waiver Request Pursuant to Section 5-3-2(A) of the Lincolnshire Village Code (Lincolnshire-Prairie View School District #103)

7.2 Approval of a Resolution Approving Certain Closed Session Meeting Minutes and Authorizing the Village Clerk to Make Certain Meeting Minutes Available for Public Inspection First Review 2016 and Authorizing the Destruction of Certain Audio Recordings (Village of Lincolnshire)

~~**7.3 Approval of Village of Lincolnshire 10-Year Capital Plan (Village of Lincolnshire)**~~

Trustee McDonough pulled Item 7.3 from the Consent Agenda to be considered and discussed under Unfinished Business.

Trustee Servi moved and Trustee McDonough seconded the motion to approve the Consent Agenda with item 7.3 removed. The roll call vote was as follows: AYES: Trustees McDonough, Hancock, and Servi. NAYS: None. ABSENT: Trustees Feldman, Grujanac, and 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

8.3 Public Works

8.31 Approval of a Professional Service Contract with WBK Engineering, LLC for Drainage Improvement Design, Permits, and Bidding Services (Lincolnshire Creek from Riverwoods Road to Coventry Lane) at a Cost not to Exceed \$49,817.11. (Village of Lincolnshire)

Public Works Director Woodbury provided a summary of a professional service contract with WBK Engineering, LLC for drainage improvement design, permits, and bidding services. Public Works Director Woodbury noted staff reached out to affected residents in the area as directed by the Board to seek and obtained favorable support for the project.

Trustee Servi moved and Trustee Hancock seconded the motion to approve a Professional Service Contract with WBK Engineering, LLC for Drainage Improvement Design, Permits, and Bidding Services (Lincolnshire Creek from Riverwoods Road to Coventry Lane) at a Cost not to exceed \$49,817.11. The roll call vote was as follows: AYES: Trustees McDonough, Hancock, Servi, and Mayor Brandt. NAYS: None. ABSENT: Trustees Feldman, Grujanac, and Leider. ABSTAIN: None. The Mayor declared the motion carried.

8.32 Approval of a Waiver of Competitive Bidding and an Amendment to the Existing Contract with Waste Management for Collection, Disposal or Management of Residentially Generated Municipal Waste, Recyclables and Landscape Waste to Include Leaf Collection Services (Village of Lincolnshire)

8.33 Approval of and Exercise the Renewal Option to Extend the Term of the Contract with Waste Management for Collection, Disposal or Management of Residentially Generated Municipal Waste, Recyclables and Landscape Waste as Modified (Village of Lincolnshire)

Mayor Brandt opened up items 8.32 and 8.33 together and asked if these items could be voted on since three of the Trustees were absent from the meeting.

Village Manager Burke noted item 8.32 is a waiver of bids as it relates to Item 8.33. Village Manager Burke stated this would need a vote of 2/3 of the Village Board excluding the Mayor for a vote. The attendance at the meeting will not allow the Board to take action.

Mayor Brandt asked if there would be timing issues as a result of not voting.

Village Manager Burke stated approval would give Waste Management the ability to start mobilizing equipment and ensuring they have the manpower to be able to begin at the end of September/beginning of October.

Public Works Director Woodbury noted a leaf machine was not purchased last year in anticipation of the leaf program possibly being contracted out. Staff currently is preparing to have the three existing leaf machines taken out for additional service and repair if this item is not voted on at the August 22, 2016 Village Board meeting.

Mayor Brandt asked staff to verify a quorum for the next meeting and if there is not one, she suggested the possibility of holding a Special Committee of the Whole meeting if there is no quorum for the August 22, 2016 board meeting.

Trustee McDonough asked if it would be beneficial to give Waste Management a non-binding vote of approval at the meeting tonight so they would know the Village would have at least four Board members support so they can move forward. Village Manager Burke noted this would give staff direction to provide them so they could begin to make plans.

Trustee Servi stated the update noted final pickup would be at an hourly rate and asked what the hourly rate was and if it made sense to staff. Public Works Director Woodbury noted staff made the recommendation for the hourly rate since the last week typically takes only 1 – 2 days of the week and this would prevent the charge of a full 5 days. The hourly rate has not been determined. Staff will provide the rate at the next meeting.

Trustee Servi asked about what type of flexibility is provided since the seasons can change. Public Works Director Woodbury stated Waste Management would start the program once staff gives notice to them; this is when the six weeks would start.

Mayor Brandt updated Trustee Hancock on the July 25, 2016 Committee of the Whole meeting discussion.

Trustee Servi asked what the pricing of the proposed Waste Management leaf collection is and if there was a cap to the amount. Public Works Director Woodbury stated the initial six-weeks of pick-up would be \$90,000 per year with an opportunity for Waste Management to increase rates 2% - 4% each year after and up to five years. A brief conversation regarding the contract standards followed.

Trustee Hancock asked if there would be any penalties to the Village if we severed the contract after one year. Public Works Director Woodbury stated he did not currently have this information but would provide it at the August 22, 2016 Village Board Meeting.

Mayor Brandt asked what other municipalities are using Waste Management for their leaf program. Public Works Director Woodbury stated Lake Zurich, Grayslake, and Gurnee are some municipalities in the area currently using Waste Management for leaf collection. Mayor Brandt asked if the municipalities named were happy with the service Waste Management is providing for leaf collection. Public Works Director Woodbury stated he spoke with the Public Works Directors from each of these municipalities and they did not express any concerns.

Mayor Brandt asked if the additional \$1.15 per resident charge for the electronic and chemical waste pick program, discussed at the last meeting, could be optional for residents. Public Works Director Woodbury noted Waste Management was not amenable to having this be an optional program for some residents and not others. Mayor Brandt asked the Board if they would be in favor of mandating this charge to all residents. Trustee McDonough stated this did not have to be part of the contract. Trustees Hancock and Servi both stated that this has not been a need or requested in the past so did not see a reason to mandate it. Village Attorney Simon noted the County has been providing electronic recycling services that most likely will end at the end of the current year so fewer options will be available to residents. Trustee McDonough suggested picking up this option once the County program is eliminated.

Trustee Servi suggested getting the additional information requested prior to approving a non-binding vote of approval for the leaf program.

There was a consensus of the Board for staff to provide additional information and place this item under General Business on the next Regular Village Board agenda for discussion and possible approval.

8.4 Police

8.5 Parks and Recreation

8.51 Approval of a Rejection of Bid from Standard Fence Co. Inc., Chicago, IL and Award of a Contract to Classic Fence Inc., Oswego, IL in the

amount of \$42,500.00 for Balzer Park Tennis Court Replacement (Village of Lincolnshire)

Public Works Director Woodbury clarified this is for termination of a contract with Standard Fence Co., Inc. noting Standard Fence Co., Inc. was the approved contractor but has since been unresponsive and ultimately chose not to perform the work. Staff is recommending awarding the contract to the next lowest bidder, Classic Fence, Inc.

Trustee McDonough moved and Trustee Servi seconded the motion approving the rejection of bid from Standard Fence Co. Inc., Chicago, IL and awarding the contract to Classic Fence Inc., in the amount of \$42,500.00 for Balzer Park tennis court replacement. The roll call vote was as follows: AYES: Trustees McDonough, Hancock, Servi, and Mayor Brandt. NAYS: None. ABSENT: Trustees Feldman, Grujanac, and Leider. ABSTAIN: None. The Mayor declared the motion carried.

8.6 Judiciary and Personnel

9.0 REPORTS OF SPECIAL COMMITTEES

10.0 UNFINISHED BUSINESS

7.3 Approval of Village of Lincolnshire 10-Year Capital Plan (Village of Lincolnshire)

Trustee McDonough noted concern that the Capital Plan expenditures are being approved with a vote and would like to clarify that the Board is not voting to approve anything in the Capital Plan. Village Manager Burke stated the Board would be approving a planning document. Staff would bring back a budget document with recommended capital. Trustee McDonough asked if there was a reason to approve a document. Village Manager Burke noted just to have a formal approval of the plan document as a guide for staff to use as the reference document in planning for future years.

Trustee McDonough moved and Trustee Hancock seconded the motion to approve the Village of Lincolnshire 10-Year Capital Plan as an advisory document to staff; not as an approved appropriation. The roll call vote was as follows: AYES: Trustees McDonough, Hancock, and Servi. NAYS: None. ABSENT: Trustees Feldman, Grujanac, and Leider. ABSTAIN: None. The Mayor declared the motion carried.

11.0 NEW BUSINESS

12.0 EXECUTIVE SESSION

13.0 ADJOURNMENT

Trustee Servi moved and Trustee McDonough seconded the motion to adjourn. The voice vote was unanimous and Mayor Brandt declared the meeting adjourned at 7:29 p.m.

Respectfully submitted,
VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk

Contact: Brad Burke
Village of Lincolnshire
Phone 847.913.2335
Fax 847.883.8608
bburke@lincolnshireil.gov

1 Olde Half Day Road
Lincolnshire, IL 60069

Village of Lincolnshire

Press Release

3.11

Village Hires New Police Chief

Lincolnshire, Illinois, August 15, 2016: Lincolnshire announces the hiring of its new Chief of Police. Joseph Leonas will be responsible for leading and overseeing the day to day operations of Lincolnshire's Police Department. The position became available due to the retirement of former Chief of Police, Peter Kinsey in mid-June. Joseph Leonas' first day with the Village was August 22, 2016.

Leonas has over 26 years of experience as a Police Officer with the Village of Bartlett and most recently as their Deputy Chief of Police. Leonas graduated from DePaul University with a Bachelor's degree in English, and received his Master's degree from Western Illinois University in Law Enforcement and Justice Administration. Leonas is also a graduate from Northwestern University's School of Staff & Command, as well as the FBI National Academy in Quantico, Virginia. Leonas was selected from a pool of 60 applicants from 11 states and Washington DC.

The Village of Lincolnshire is excited about the opportunity Mr. Leonas' experience, enthusiasm and drive will bring to the community. Mayor Elizabeth Brandt noted "Joe is a great fit for the Village of Lincolnshire, and the entire organization looks forward to his joining the Lincolnshire team. Joe's talent will assist with leading the Village's Police Department and maintain exceptional standards for service to the community residents have come to expect."

In Bartlett, Leonas supervised and coordinated Police Department activities, served as the Village representative on the Bartlett Fire & Police Commission and oversaw all Internal Affairs investigations. Speaking about his new role, Joe noted, "I look forward to serving the Lincolnshire community and am excited about the prospect of working with Mayor Brandt and the Village Board, leadership team and all Police Department personnel to continue and build upon the strong tradition of excellent police services."

-END-

STATE OF ILLINOIS)
COUNTY OF LAKE)

3.11

OFFICIAL OATH

I, Joseph Leonas, having been appointed to the office of Chief of Police, in the Village of Lincolnshire, Lake County, Illinois, do solemnly swear that I will support the Constitution of the United States and of the State of Illinois, and that I will faithfully discharge the duties of the office of Chief of Police of the Village of Lincolnshire to the best of my ability.

Signature

Signed and sworn before me this 22nd day of August, 2016.

Mayor

Village Manager

**PROCLAMATION RECOGNIZING
MEMBERS OF THE LINCOLNSHIRE POLICE EXPLORERS
FOR THEIR QUICK RESPONSE AND LIFE-SAVING EFFORTS**

WHEREAS, Lincolnshire Police Explorers Ben Panitch, Michael Hansen, John Schneider and Police Sergeant Jamie Watson were in the Phoenix Arizona area July 10, 2016, attending the annual National Police Explorer Conference ; and

WHEREAS, on the drive from Phoenix to Flagstaff AZ the group came upon the scene of a traffic crash that just occurred involving a motorcycle; and

WHEREAS, observing the operator of the motorcycle lying motionless on the pavement, the group assessed the situation, and without hesitation sprung into action; and

WHEREAS, the Explorers performed first aid on the injured motorist while at the same time directed traffic at the scene to provide a safe area around the crash scene; and

WHEREAS, due to the location of the crash being along a remote stretch of rural highway in a mountainous area, the Explorers continued life-saving efforts and traffic control for an extended period of time until emergency first-responders arrived on the scene; and

WHEREAS, upon being relieved at the scene of the crash the Explorers continued on the journey to the Conference where they competed in several events and received recognition from the Conference Committee for the actions they performed while in route to the event; and

WHEREAS, this is an extraordinary achievement deserving of official recognition;

NOW, THEREFORE, I, Elizabeth J. Brandt, Mayor of the Village of Lincolnshire, on this 22nd day of August, 2016, do hereby recognize and congratulate Lincolnshire Police Explorers Ben Panitch, Michael Hansen, John Schneider and Police Sergeant Jamie Watson for their rapid response, quick thinking and dedication to the public safety profession demonstrated Sunday, July 10, 2016.; and I, the Board of Trustees, the residents of the Village of Lincolnshire, commend all of you for the efforts and actions you demonstrated.

Signed this 22nd day of August, 2016.

Elizabeth J. Brandt
Mayor



Agenda Item
4.1

VILLAGE OF LINCOLNSHIRE

BILLS PRESENTED FOR PAYMENT

August 22, 2016

General Fund	\$	148,282.33
Water & Sewer Fund	\$	169,166.76
Motor Fuel Tax		
Retirement Fund		
Water & Sewer Improvement Fund	\$	65,728.26
Fraud, Alcohol, Drug Enforcement		
Vehicle Maintenance Fund	\$	9,182.58
E 911 Fund		
Park Development Fund		
Sedgebrook SSA	\$	385,975.00
SSA Traffic Signal		
General Capital Fund	\$	209,366.78
GRAND TOTAL	\$	987,701.71

Brad Burke, Village Manager

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 08/09/2016 - 08/22/2016
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ACCURATE DOCUMENT DESTRUCTION		
14330860	Document Shredding 07-14-2016	84.15
TOTAL VENDOR ACCURATE DOCUMENT DESTRUCTIO		84.15
VENDOR NAME: ACCURATE OFFICE SUPPLY		
374439	Printer toner replacement, for other prices see notes	165.00
TOTAL VENDOR ACCURATE OFFICE SUPPLY		165.00
VENDOR NAME: ADAMS ENTERPRISES, INC.		
548826	Flatbed trailer #265 other quotes attachec	6,655.00
TOTAL VENDOR ADAMS ENTERPRISES, INC.		6,655.00
VENDOR NAME: AIRGAS, INC		
9937803426	Cylinder rental	208.06
TOTAL VENDOR AIRGAS, INC		208.06
VENDOR NAME: AJILON PROFESSIONAL STAFFING		
8056591	CED Temp Carol Fritz Week of 07/24/2016	811.41
8071812	CED Temp Carol Frtiz Week of 7/31/2016	875.63
8087564	CED Temp Carol Fritz Week of 08/07/2016	875.63
8104597	CED Temp Carol Frintz Week of 08/14/16	525.38
TOTAL VENDOR AJILON PROFESSIONAL STAFFING		3,088.05
VENDOR NAME: ALL AMERICAN EXTERIOR SOLUTIONS		
58195	3rd pmt remove and replace VH roof	151,560.00
TOTAL VENDOR ALL AMERICAN EXTERIOR SOLUTION		151,560.00
VENDOR NAME: AMERICAN PLANNING ASSOCIATION		
136582-1673	Annual Membership - APA - Zozulya	483.00
TOTAL VENDOR AMERICAN PLANNING ASSOCIATION		483.00
VENDOR NAME: AMERICAN PRINTING TECHNOLOGIES		
16-LS08P	Postage- Aug 2016 Utility Bills	962.46
16-LS08	Aug 2016 UB Print Service	465.00
TOTAL VENDOR AMERICAN PRINTING TECHNOLOGIES		1,427.46
VENDOR NAME: ANCEL GLINK DIAMOND		
51650-02	July 2016 Legal Fees	3,881.25
51650-A	BD Escrow - 200 Industrial - Atty. Fees	112.50
51650-B	BD Escrow - 14600 Riverside - Atty. fees	56.25
51650-C	BD Escrow - 350 Marriott - Atty. fees	56.25
51650-D	BD Escrow -250 Barclay - Atty. fees	393.75
51650-E	BD Escrow - 901 Milwaukee - Atty. fees	168.75
51650-F	BD Escrow - 300 Parkway- Atty. fees	2,137.50
TOTAL VENDOR ANCEL GLINK DIAMOND		6,806.25
VENDOR NAME: ARAMARK		
2080677353	Uniform rental	77.30
2080668066	Weekly uniform rental	102.55
2080686769	Uniform rental	77.30
TOTAL VENDOR ARAMARK		257.15
VENDOR NAME: ARLINGTON HEIGHTS FORD		
769543	Latch for #63	105.59
769084	Mirror asy for Squad #100	273.75
C92073	Program trailer brake system	122.95
769572	Tensioner and V-belt for Squad #103. Oil and air fill	234.07
768625	Rotor asy brake and pad for squad #105	157.68
TOTAL VENDOR ARLINGTON HEIGHTS FORD		894.04
VENDOR NAME: ASSOC. OF PUBLIC TRE		
104507	Annual Dues- Peterson	145.00
TOTAL VENDOR ASSOC. OF PUBLIC TRE		145.00

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 08/09/2016 - 08/22/2016
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: B S & A SOFTWARE		
108535	BS&A Software Services/Support	13,290.00
TOTAL VENDOR B S & A SOFTWARE		13,290.00
VENDOR NAME: BADE PAPER PRODUCTS		
202096-00	Rubber entrance mats. Hornet and wasp spray., Tr	617.00
TOTAL VENDOR BADE PAPER PRODUCTS		617.00
VENDOR NAME: BASECAMP WEB SOLUTIONS		
1878	Website Maintenance and New Design	151.25
TOTAL VENDOR BASECAMP WEB SOLUTIONS		151.25
VENDOR NAME: BELLAS BOUNCIES		
9376-Balance	NNO Inflatables and Amusements - Balance Due	993.48
TOTAL VENDOR BELLAS BOUNCIES		993.48
VENDOR NAME: BENISTAR		
09012016	September 2016 Retiree over 65 Health Insurance	954.00
TOTAL VENDOR BENISTAR		954.00
VENDOR NAME: BOLLINGER, LACH & ASSOC		
18025-1	Design engineering svcs through 7/31/16	16,764.67
TOTAL VENDOR BOLLINGER, LACH & ASSOC		16,764.67
VENDOR NAME: BONNELL INDUSTRIES INC.		
0169686-IN	Rubber flaps for new truck #243	185.27
TOTAL VENDOR BONNELL INDUSTRIES INC.		185.27
VENDOR NAME: BRANICK THOMAS		
May-July 2016	Tuition Reimbursement Mgmt of Crim Justice & Org	1,650.00
TOTAL VENDOR BRANICK THOMAS		1,650.00
VENDOR NAME: BROOK ELECTRICAL SUPPLY		
S005595994.001	Office light fixture LED's	119.58
TOTAL VENDOR BROOK ELECTRICAL SUPPLY		119.58
VENDOR NAME: CALL ONE		
08152016	Monthly Phone Bill 1122574 08/15/2016	1,328.40
TOTAL VENDOR CALL ONE		1,328.40
VENDOR NAME: CDW COMPUTER CENTERS		
DWM5534	Multi-function printer for PW	1,172.02
TOTAL VENDOR CDW COMPUTER CENTERS		1,172.02
VENDOR NAME: CHANGGUO JI		
08222016	UB refund for account: 0303835005-03	43.60
TOTAL VENDOR CHANGGUO JI		43.60
VENDOR NAME: CHICAGO COMMUNICATIONS, LLC		
284364	September 2016 Monthly Maintenance Agreement	634.15
TOTAL VENDOR CHICAGO COMMUNICATIONS, LLC		634.15
VENDOR NAME: CL GRAPHICS		
64036	Extra Flyers for Summer 2016 Newsletter	40.00
64273	A. Letendre business cards	147.69
TOTAL VENDOR CL GRAPHICS		187.69
VENDOR NAME: CLARKE AQUATIC SERVICES		
3225597bal due	Aquatic weed control SLP bal due see note	800.00
TOTAL VENDOR CLARKE AQUATIC SERVICES		800.00

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 08/09/2016 - 08/22/2016
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: CLESEN, INC.		
317354	Herbicides	159.30
317460	Lopper, yellow flagging tape and Felco cut blade	160.10
317201	Sprayer and yellow flagging tape	60.03
TOTAL VENDOR CLESEN, INC.		379.43
VENDOR NAME: COMED		
0268410000-08-16	Pumping electric supply & delivery 7/5/16 to 8/3/16	209.12
7299013001-08-16	Pumping electricity delivery 7/5/16 to 8/5/16	92.19
6123019023-08-16	Streetlight master account electric service 7/7/16 to	264.40
5760114015-08-16	Pumping electricity delivery 7/5/16 to 8/3/16	116.42
6520050011-08-16	Pumping electric service 7/1/16 to 8/3/16	96.77
7128083006-08-16	Pumping electric service 7/1/16 to 8/2/16	134.91
0995113016-08-16	Entrance sign lighting 7/6/16 to 8/3/16	44.23
3038275001-08-16	Whytegate Pk electric service 7/1/16 to 8/3/16	36.06
0339014158-08-16	Brookwood streetlight electric service 7/1/16 to 8/4/	5.25
3168065033-08-16	Liftstation pumping elec service 7/1/16 to 8/4/16	57.98
0777044014-08-16	Liftstation pumping elec service 7/5/16 to 8/3/16	107.39
3038188003-08-16	Utilities pumping elec service 7/1/16 to 8/4/16	49.43
TOTAL VENDOR COMED		1,214.15
VENDOR NAME: CONSERV FS, INC.		
65017267	Grass seed for North Park soccer fields	4,035.00
TOTAL VENDOR CONSERV FS, INC.		4,035.00
VENDOR NAME: CONSTELLATION ENERGY		
68661767	W/S pumping elec supply 6/30/16 to 8/2/16	316.85
68661663	WS pumping electric supply 6/30/16 to 8/2/16	1,834.71
68559961	SLP electric supply 6/30/16 to 8/1/16	236.04
68778275	NP electric supply 7/6/16 to 8/4/16	1,689.79
68661474	Water distribution elec. supply 6/30/16 to 8/2/16	4,040.61
TOTAL VENDOR CONSTELLATION ENERGY		8,118.00
VENDOR NAME: CUTLER WORKWEAR		
83573	Coveralls for Brad Leese	89.09
83370	Steel toe boots for Matt Liewehr-see attached copy	184.86
83572	Coveralls for Matt Liewehr	89.09
TOTAL VENDOR CUTLER WORKWEAR		363.04
VENDOR NAME: DAVEY TREE EXPERT		
910376974	NP trees treat for EAB 2yr injection	500.00
910387329	Remove ash tree, trim others @ Memorial Pk	1,575.00
TOTAL VENDOR DAVEY TREE EXPERT		2,075.00
VENDOR NAME: DEERFIELD LOCKSMITH CO INC		
32919	Building Keys for Squad Key Rings	82.50
032918	Repair front desk gate lock	102.50
032879	Duplicate 8 keys on site	24.00
TOTAL VENDOR DEERFIELD LOCKSMITH CO INC		209.00
VENDOR NAME: DUSTCATCHERS & A LOGO MAT INC		
19597	Public Works floor mat rental	36.52
20182	Floor mat rental for Village Hal	20.00
20181	Floor mat rental for Public Works	36.52
19598	Floor mat rental for Village Hal	20.00
TOTAL VENDOR DUSTCATCHERS & A LOGO MAT INC		113.04
VENDOR NAME: FASTENAL		
ILWHE147245	Pedestrian bridge materials	84.00
TOTAL VENDOR FASTENAL		84.00
VENDOR NAME: FAULKS BROS. CONSTRUCTION INC		
00228886	Top dress mix for North Park field repairs	3,593.55
00228887	Top dress mix to repair North Park fields	5,705.27
TOTAL VENDOR FAULKS BROS. CONSTRUCTION INC		9,298.82

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: FEDEX		
5-507-81894	Overnight ship test results to IEPA 8/4/16	30.26
TOTAL VENDOR FEDEX		30.26
VENDOR NAME: FEDEX OFFICE		
105800007794	Laminate additional signs for 7-4 event	132.07
TOTAL VENDOR FEDEX OFFICE		132.07
VENDOR NAME: FOREMAN, JD		
273443	Non shear cplg and sakrete for storm sewer repairs	217.80
273442	Non shear cplg and other storm sewer repair mater	74.95
TOTAL VENDOR FOREMAN, JD		292.75
VENDOR NAME: GARVEY'S OFFICE PRODUCTS		
PINV1192095	Large size P-touch tape white/red	27.99
TOTAL VENDOR GARVEY'S OFFICE PRODUCTS		27.99
VENDOR NAME: GIANT MAINTENANCE & RESTORATION		
3895	Power wash and paint 141 hydrants. Brush blast ar	9,213.20
TOTAL VENDOR GIANT MAINTENANCE & RESTORATIO		9,213.20
VENDOR NAME: GRAINGER, INC		
9173888323	Drill bits	45.86
9178455771	Emergency sign: Gas shutoff	14.89
9186574936	Trimmier line for North Park	51.35
TOTAL VENDOR GRAINGER, INC		112.10
VENDOR NAME: GREAT LAKES COCA-COLA DIST		
763206255	Pop for machine at North Park	291.36
TOTAL VENDOR GREAT LAKES COCA-COLA DIST		291.36
VENDOR NAME: HBK WATER METER SERVICE		
16-599	Install commercial meters and retrofits	2,220.00
16-620	Install commercial meters and retrofits	5,060.00
TOTAL VENDOR HBK WATER METER SERVICE		7,280.00
VENDOR NAME: HEALTH DEPARTMENT-POPULATION HEALTH		
400025929	Lead and copper water samples	559.00
TOTAL VENDOR HEALTH DEPARTMENT-POPULATION		559.00
VENDOR NAME: HEALY ASPHALT CO, LLC		
59826MB	UPM	140.17
TOTAL VENDOR HEALY ASPHALT CO, LLC		140.17
VENDOR NAME: HOME DEPOT CREDIT SERVICES		
9012873	Concrete mix and gap filler.	23.02
8012967	Insectide, funnel, insect repellent, pliers, rope, joint	284.13
6013221	Caution tape and 16' boards	59.36
6013223	Wood	5.71
5024129	Conduit, CFL bulbs and PLC bulbs	53.61
13699	Rebar	74.10
40176	Roughneck totes, latching box, storage case and 27	88.88
6014290	Epoxy, faucet supply lines, and hex nuts	25.29
6014295	Meat thermometer	10.69
6020008	Comp nuts, tubing tool, abrasive cloth, refrigeration	34.59
6103306	Return of meat thermometer	(10.69)
6103307	Meat thermometer	9.97
5014454	Cedar board, mailbox post, and fast setting concrete	80.65
2014946	Shelf brackets, shelf track, track bracket, and 07she	73.26
8010223	Behr stain, stain brush, and flat paint	70.89
8010245	Shelf bracket and duct tape	15.26
7010445	Hex bolts, washers and nuts.	5.72
6080102	Desk lamp, Ames forged cultivator, and nozzles	55.90
5010642	Quickrete mortar repair, microfiber towels, caulk gu	24.43
5010662	Concrete mix	22.00
2011031	Natures care insecticidal soap and clear elastomeric	18.42

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: HOME DEPOT CREDIT SERVICES		
11306	Concrete mix and gap filler.	43.94
TOTAL VENDOR HOME DEPOT CREDIT SERVICES		1,069.13
VENDOR NAME: HONGMEI CAO		
20141375	Picnic permit deposit return	50.00
TOTAL VENDOR HONGMEI CAO		50.00
VENDOR NAME: ILLINOIS PAYPHONE SYSTEMS, INC		
6910	Payphone @ Spring Lake - 08012016	49.00
TOTAL VENDOR ILLINOIS PAYPHONE SYSTEMS, INC		49.00
VENDOR NAME: ILLINOIS ROOF CONSULTING ASSOC INC		
23233	Inspect, monitor roof contractor operations	1,080.00
TOTAL VENDOR ILLINOIS ROOF CONSULTING ASSOC I		1,080.00
VENDOR NAME: INTERSTATE ALL BATTERY CENTER		
68668	Battery for #63	80.71
23015899	Battery tester	749.95
TOTAL VENDOR INTERSTATE ALL BATTERY CENTER		830.66
VENDOR NAME: LAKE COUNTY PUBLIC WORKS		
LCPW-07292016	Sanitary sewer treatment bill 6/15/16 to 7/15/16	134,304.00
TOTAL VENDOR LAKE COUNTY PUBLIC WORKS		134,304.00
VENDOR NAME: LAKE COUNTY RECORDER OF DEEDS		
2016-000449668	Record Out-of-Village Agreement	46.00
TOTAL VENDOR LAKE COUNTY RECORDER OF DEEDS		46.00
VENDOR NAME: LAKE FOREST POST OFFICE		
18015	Q3 2016 Newsletter Postage	56.98
TOTAL VENDOR LAKE FOREST POST OFFICE		56.98
VENDOR NAME: LEXISNEXIS RISK SOLUTIONS		
1217074-20160731	July 2016 Computer, Phone and Internet searches	64.50
TOTAL VENDOR LEXISNEXIS RISK SOLUTIONS		64.50
VENDOR NAME: LIBERTYVILLE CHEVROLET		
166273	Repairs to #230	478.72
TOTAL VENDOR LIBERTYVILLE CHEVROLET		478.72
VENDOR NAME: LINCOLNSHIRE POSTMASTER		
18015	Postage- Q3 2016 Newsletter	553.93
TOTAL VENDOR LINCOLNSHIRE POSTMASTER		553.93
VENDOR NAME: LINCOLNSHIRE RIVERWOODS FPD		
3335	Plan Review - Fire Sprinkler - 522 Bramley	522.00
3319	Plan Review - Fire Sprinkler - 300 Knightsbridge	200.00
3320	Plan Review - Life Safety - 300 Knightsbridge	200.00
3313	Plan Review - Tent - 405 Barclay	50.00
3317	Plan Review - Fire Sprinkler - 505 Schelter	325.00
3336	Plan Review - AST - 505 Schelter	50.00
3324	Plan Review - Fire Alarm - 832	832.00
3326	Plan Review - Life Safety - 300 Parkway	200.00
3327	Plan Review - Fire Sprinkler - 200 Tri-State	200.00
3328	Plan Review - Fire Alarm - 200 Tri-State	250.00
3331	Plan Review - Tent - 4 Overlook	50.00
3332	Plan Review - Tent - 960 Audubon	50.00
3314	Plan Review - Life Safety - 300 Parkway	200.00
3311	Plan Review - Fire Sprinkler - 512 Bramley	522.00
3316	Plan Review - Fire Sprinkler - 514 Bramley	522.00
3315	Plan Review - Fire Sprinkler - 516 Bramley	522.00
3333	Plan Review - Fire Sprinkler - 518 Bramley	522.00
3334	Plan Review - Fire Sprinkler - 520 Bramley	522.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: LINCOLNSHIRE RIVERWOODS FPD		
3318	Plan Review - Life Safety - Athletico - 430 Milwaukee	200.00
TOTAL VENDOR LINCOLNSHIRE RIVERWOODS FPD		5,939.00
VENDOR NAME: MADISON NATIONAL LIFE INS CO, INC		
1220865	Sept 2016 Life Insurance Premiums	1,162.68
TOTAL VENDOR MADISON NATIONAL LIFE INS CO, INC		1,162.68
VENDOR NAME: MANKOFF INDUSTRIES		
3925	Fuel tank maintenance	730.00
3930	Training on Veeder Root, Petrovend K-800 Petrove	850.00
TOTAL VENDOR MANKOFF INDUSTRIES		1,580.00
VENDOR NAME: MANSFIELD OIL COMPANY		
618542	Diesel fuel	1,575.00
TOTAL VENDOR MANSFIELD OIL COMPANY		1,575.00
VENDOR NAME: MCMASTER-CARR SUPPLY		
72055357	Backer rods	27.15
TOTAL VENDOR MCMASTER-CARR SUPPLY		27.15
VENDOR NAME: MENONI & MOCOGNI, IN		
1197230	Gravel	237.50
TOTAL VENDOR MENONI & MOCOGNI, IN		237.50
VENDOR NAME: MICHAEL MERANDA JR.		
162907	7/25/16 RVB/COW Mtg. & 7/26/16 ARB Mtg	255.00
161208	8/8/16 RVB/COW Mtg. & 8/9/16 Zoning Board Mtg	240.00
TOTAL VENDOR MICHAEL MERANDA JR.		495.00
VENDOR NAME: MIDWEST METER INC		
0080617-CM	Credit-2 meter bases returned	(820.00)
0080635-IN	Meter spacer kit	176.50
0080616-IN	Meter bases, couplings	1,007.74
0079739-IN	Commercial meter and retrofit units and accessories	41,319.35
TOTAL VENDOR MIDWEST METER INC		41,683.59
VENDOR NAME: MOTOROLA SOLUTIONS - STARCOM21		
242856302016	Starcom Monthly Local Use Rate July 2016	884.00
TOTAL VENDOR MOTOROLA SOLUTIONS - STARCOM2		884.00
VENDOR NAME: MUELLERMIST IRRIGATION CO		
65963	Irrigation system PM and maint	100.00
65961	Irrigation system PM and maint	150.00
66153	Irrigation system PM and maint	239.55
65965	Irrigation system PM and maint	100.00
66176	Irrigation system PM and maint	232.03
65960	Irrigation system NP mid-season check-up, repairs	2,187.29
66128	Irrigation system PM and maint-Roundabout repair	206.55
TOTAL VENDOR MUELLERMIST IRRIGATION CO		3,215.42
VENDOR NAME: MULCH CENTER		
17633	Mulch	64.00
TOTAL VENDOR MULCH CENTER		64.00
VENDOR NAME: MUNICAP INC		
082016-036	June Activity	37.50
TOTAL VENDOR MUNICAP INC		37.50
VENDOR NAME: MUNICIPAL GIS PARTNERS, INC.		
3168	GIS staffing and services July 2016	4,868.30
TOTAL VENDOR MUNICIPAL GIS PARTNERS, INC.		4,868.30

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: NIPSA		
15497	Training for Brad Taylor	100.00
TOTAL VENDOR NIPSA		100.00
VENDOR NAME: NORTH EAST MULTI-REGIONAL TRAINING		
209494	Breath Analysis Training - Tazzioli 07-18 to 7-19-16	125.00
TOTAL VENDOR NORTH EAST MULTI-REGIONAL TRAIN		125.00
VENDOR NAME: NORTH SUBURBAN EMPLOYEE BENEFIT COO		
2016-07	July 2016 Medical Insurance	60,950.00
2016-09	September 2016 Dental Insurance	6,434.00
TOTAL VENDOR NORTH SUBURBAN EMPLOYEE BENE		67,384.00
VENDOR NAME: O'HERRON CO INC		
1645884-IN	Uniform white shirts - Price	108.08
TOTAL VENDOR O'HERRON CO INC		108.08
VENDOR NAME: PARENTI, MARIA		
P37501	Refund overpayment on parking ticket #3750	25.00
TOTAL VENDOR PARENTI, MARIA		25.00
VENDOR NAME: PARIMAL MEHTA		
20141452	Return picnic deposit for 8/6/2016	50.00
TOTAL VENDOR PARIMAL MEHTA		50.00
VENDOR NAME: PASQUESI HOME & GARD		
21557/1	Annual plants for Village Hall outdoor planters	57.86
TOTAL VENDOR PASQUESI HOME & GARD		57.86
VENDOR NAME: PATCH 22		
NNO 2016	NNO Petting Zoo Balance Due	450.00
TOTAL VENDOR PATCH 22		450.00
VENDOR NAME: PATTEN INDUSTRIES INC		
PM600256910	Generator repair	1,302.88
PM600257009	Generator repairs	525.00
PM600257062	Generator maintenance	1,310.31
TOTAL VENDOR PATTEN INDUSTRIES INC		3,138.19
VENDOR NAME: PAYLOCITY		
102383829	Pay Services 08/19/2016	711.53
TOTAL VENDOR PAYLOCITY		711.53
VENDOR NAME: PBA, INC./FLEXIBLE BENEFITS		
129385	August Flex Monthly Claims & Record Keeping	200.00
TOTAL VENDOR PBA, INC./FLEXIBLE BENEFITS		200.00
VENDOR NAME: PSN, INC.		
134796	07 2016 Lockbox Services	702.20
TOTAL VENDOR PSN, INC.		702.20
VENDOR NAME: QUILL CORPORATION		
7781646	Printer Ink	223.99
7804285	velcro tape and dots	62.98
7826552	Calculator ribbon for Finance	54.41
TOTAL VENDOR QUILL CORPORATION		341.38
VENDOR NAME: REINDERS, INC.		
1647112-00	Toro filters	44.88
TOTAL VENDOR REINDERS, INC.		44.88

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ROTARY LIFT VEHICLE SERVICE GROUP		
511254	Vehicle lift system MBOT approved 7/11/16	48,666.79
TOTAL VENDOR ROTARY LIFT VEHICLE SERVICE GRO		48,666.79
VENDOR NAME: SAFETY KLEEN CORP.		
70895508	Parts cleaning service.	400.25
TOTAL VENDOR SAFETY KLEEN CORP.		400.25
VENDOR NAME: SHI INTERNATIONAL CO		
B05325976	Backup software/annual maintenance	1,368.00
TOTAL VENDOR SHI INTERNATIONAL CO		1,368.00
VENDOR NAME: STANDARD EQUIPMENT COMPANY		
A46847	Sweeper maintenance inspection	665.00
TOTAL VENDOR STANDARD EQUIPMENT COMPANY		665.00
VENDOR NAME: STATE TREASURER		
50522	Traffic signal maintenance Apr-June 2016	7,312.50
TOTAL VENDOR STATE TREASURER		7,312.50
VENDOR NAME: SUBURBAN ACCENTS, INC.		
23863	Graphics & lettering on new vehicles	825.00
TOTAL VENDOR SUBURBAN ACCENTS, INC.		825.00
VENDOR NAME: TRAFFIC CONTROL & PROTECTION INC		
87230	Evacuation assembly area sign for PWF	116.95
TOTAL VENDOR TRAFFIC CONTROL & PROTECTION IN		116.95
VENDOR NAME: TWIN OAKS LANDSCAPING		
MR650219-0005	Parks mowing services	2,298.00
TOTAL VENDOR TWIN OAKS LANDSCAPING		2,298.00
VENDOR NAME: UPS STORE (THE)		
16354	Printing Cruisin w/Cop signs and NNO stickers for si	651.96
07262016	Kiosk Sign - Arts & Eats - TZ	325.04
TOTAL VENDOR UPS STORE (THE)		977.00
VENDOR NAME: US BANK- CORP TRUST		
07242016	LINSSA04 #170225065979 Sedgebrook SSA1 Ser	385,937.50
TOTAL VENDOR US BANK- CORP TRUST		385,937.50
VENDOR NAME: VANS ENTERPRISES, LTD		
9430	Labor to repair sports fields at North Park	3,390.00
TOTAL VENDOR VANS ENTERPRISES, LTD		3,390.00
VENDOR NAME: VERIZON WIRELESS		
9769566600	Cell Phone Svc & Squad Laptops 07/02-08/01/16	1,639.32
TOTAL VENDOR VERIZON WIRELESS		1,639.32
VENDOR NAME: WAGNER & SON		
1385634	Faucet for the Village Hall	221.04
TOTAL VENDOR WAGNER & SON		221.04
VENDOR NAME: WA-PA_GHETTIS PIZZA		
7368	NNO Pizza provided to participants at National Nigh	106.00
TOTAL VENDOR WA-PA_GHETTIS PIZZA		106.00
VENDOR NAME: WASTE MANAGEMENT		
2047477-1985-2	Yardwaste disposal	891.75
TOTAL VENDOR WASTE MANAGEMENT		891.75

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: WE FIX-IT TIRE REPAI		
0425	Tire repairs for #303	117.50
TOTAL VENDOR WE FIX-IT TIRE REPAI		117.50
VENDOR NAME: WEB QA INC.		
684-160301	WebQA Final Billing	1,455.00
TOTAL VENDOR WEB QA INC.		1,455.00
VENDOR NAME: WESTERN REMAC INC.		
50626	Slow Down Sharp Curve Ahead-sign replacement	35.24
TOTAL VENDOR WESTERN REMAC INC.		35.24
VENDOR NAME: WINKLER'S TREE SERVICE		
92900	Tree pruning Rt 22 medians	2,160.00
TOTAL VENDOR WINKLER'S TREE SERVICE		2,160.00
VENDOR NAME: XEROX CORPORATION		
085580044	Nemo 6/30/16 to 7/21/16	57.00
085580046	Memeo 6/21/16 to 7/21/16	337.97
85580047	Coco base charges 6/21/16 to 7/21/16	178.00
085580047overages	Coco color copies 6/21/16 to 7/21/16	123.07
TOTAL VENDOR XEROX CORPORATION		696.04
		987,701.71

VILLAGE OF LINCOLNSHIRE

ORDINANCE NO. 16-_____

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 8
(VILLAGE FINANCES) OF THE LINCOLNSHIRE VILLAGE CODE**

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

WHEREAS, the Village of Lincolnshire has adopted certain regulations designed to control the manner by which the Village (a) invests and expends its financial resources, (b) collects payments, (c) borrows money, and (d) treats parties who are delinquent on debts owed to the Village, which regulations are codified at Title 1, Chapter 8 of the Lincolnshire Village Code (the “Finance Code”); and

WHEREAS, the Mayor and Board of Trustees desire to update and revise the Village’s Finance Code to modernize the Village’s regulations.

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

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

SECTION 2. AMENDMENTS. Title 1, Chapter 8 of the Village Code is hereby repealed and replaced in its entirety with the new regulations described in Exhibit A, attached hereto and incorporated by reference.

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

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

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED This _____ day of _____, 2016.

Elizabeth J. Brandt, Mayor

ATTEST:

Barbara Mastandrea, Village Clerk

Published in pamphlet form this _____ Day of _____, 2016 by the authority of the Village Board of the Village of Lincolnshire, Lake County, Illinois.

EXHIBIT A

TITLE 1, CHAPTER 8

VILLAGE FINANCES

**CHAPTER 8
VILLAGE FINANCES**

SECTION:

- 1-8-1: Appropriations**
- 1-8-2: Tax Levy**
- 1-8-3: Village Indebtedness**
- 1-8-4: Submission and Payment of Bills**
- 1-8-5: Audit**

- 1-8-1: APPROPRIATIONS:** As required by Statute,¹ the Village Board shall enact an appropriation ordinance which shall itemize all anticipated expenditures to be met during the coming year, other than those payable from bond issues. This ordinance shall be published as required by law within ten (10) days after its enactment. (1971 Code §15-1)
- 1-8-2: TAX LEVY:** A certified copy of the tax levy ordinance shall be filed with the County Clerk of Lake County not later than the last Tuesday in December. (1971 Code §15-2)
- 1-8-3: VILLAGE INDEBTEDNESS:** It is the intent and covenant of the Village Board not to exceed any limitation placed, now or hereafter, on the powers of non-home rule municipalities to levy general real estate taxes. Specifically, the Village Board shall not exceed the rate of twenty five hundredths percent (.25%) of the Village's assessed valuation for corporate fund real estate taxes (exclusive of those separate levies permitted to be levied by non-home rule municipalities.)

¹65 ILCS 5/8-2-9

²65 ILCS 5/8-3-1

1-8-4 SUBMISSION AND PAYMENT OF BILLS: All bills payable by the Village shall be submitted to the Village Board for approval before payment except as listed below. (1971Code §15-5) If the wage or salary of an employee has been previously approved by the Village Board, then each periodic payment of that wage or salary need not be approved.

Except for payment on bonds, notes and tax anticipation warrants, the Finance Director/ Village Treasurer shall pay all bills and salaries only upon written authorization signed by any two of the following: 1) Mayor; 2) Village Manager; 3) Finance Director/Village Treasurer. Such authorization shall state the items to be paid and the fund from which payment is to be made.

Upon review and reconciliation of invoices received, the Finance Director/ Village Treasurer is authorized to pay the following bills upon receipt of invoice prior to formal Village Board approval:

- a.) Utilities (Natural Gas, Electricity, Internet/Network Services, Telephone)
- b.) Postmaster for Postage
- c.) Governmental Agencies
- d.) Long-Term Debt (Previously Approved by Village Board)
- e.) Refunds
- f.) Insurance Premiums
- g.) Fuel Invoices
- h.) Payroll Processing Services
- i.) Credit Card Payment/Processing Services
- j.) Illinois Municipal Retirement Fund/Social Security

1-8-5: AUDIT: The Village Board shall designate an auditor to audit all accounts of the Village no later than three (3) months prior to the end of each fiscal year. Copies of such audit report shall be filed with the Village Clerk and with the Director of the State Department of Revenue and in such other places as may be required by law.³ (1971 Code§15-7)

**CHAPTER 8
VILLAGE FINANCES
ARTICLE A. DEPOSIT AND INVESTMENT OF VILLAGE FUNDS**

SECTION:

- 1-8A-1: Deposit of Village Funds**
- 1-8A-1-1: Designation of Depositories**
- 1-8A-1-2: Qualifications of Depositories**
- 1-8A-1-3: Maximum Deposit Restrictions**
- 1-8A-1-4: Authorized Signatures on Checks and Drafts**
- 1-8A-1-5: Disqualification; Notice Given**
- 1-8A-2: Investment of Village Funds**

1-8A-1: DEPOSIT OF VILLAGE FUNDS:

- 1-8A-1-1: DESIGNATION OF DEPOSITORIES:** The Village Board shall, from time to time by ordinance, designate certain banks and financial institutions as depositories for the funds and money of the Village, and the Finance Director/Village Treasurer shall be required to keep all Village funds and money in his custody in such places of deposit, subject to the provisions set forth below.

The Village Clerk shall file with each said depository a certified copy of the ordinance so designating such bank or financial institution as a depository, and shall also file with any such depository a certified statement of the persons from time to time holding the offices of Mayor, Village Manager, Finance Director/ Village Treasurer, and the Clerk of the Village.

- 1-8A-1-2: QUALIFICATIONS OF DEPOSITORIES:** No bank or financial institution shall be qualified as a depository for Village funds and money unless the following conditions are met:

- A. That the corporate authorities of the Village so designate it as a place of deposit by ordinance, and that prior to the time of passage of said ordinance the corporate authorities shall have received copies of the last two (2) sworn statements of resources and liabilities which said bank or financial institution is required to furnish the Commissioner of Banks and Trust companies or the Comptroller of Currency.

- B. That said bank or financial institution shall, while acting as such depository, agree to and actually furnish the corporate authorities of the Village with copies of all sworn statements of the resources and liabilities which such bank or financial institution is required to furnish to the Commissioner of Banks and Trust Companies or to the Comptroller of Currency.
- C. That prior to actual deposit of any funds in any such bank or financial institution, the corporate authorities of the Village shall cause the sureties of the Finance Director/Village Treasurer to be notified in writing at least five (5) days prior thereto that such bank or financial institution has been so designated as a place of deposit. (Ord. 74-330-6)

1-8A-1-3: MAXIMUM DEPOSIT RESTRICTIONS: In no event shall any Village funds or monies deposited in any bank or financial institution exceed seventy five percent (75%) of the capital stock and surplus of such bank or financial institution. The Finance Director/Village Treasurer shall not be discharged from responsibility for any such funds or monies deposited in said bank or financial institution in excess of such limitation. Notwithstanding the foregoing, such deposits may exceed seventy five percent (75%) of the capital stock and surplus, provided that such bank or financial institution makes an unrestricted and unencumbered pledge of Federal securities in an amount equal to such excess, which securities shall be general obligations of the United States government and which will be unencumbered, and which securities shall be pledged to the Village and deposited in escrow with the Federal Reserve Board with instructions to deliver said securities to the Village in the event the bank or financial institution becomes bankrupt or is in any way unable to deliver Village funds or monies upon demand. In the event that such deposits are made in excess of seventy five percent (75%) and are so secured, then in that event the Finance Director/Village Treasurer shall be discharged from responsibility for such funds or monies so deposited and secured. (Ord. 76-460-90)

1-8A-1-4: AUTHORIZED SIGNATURES ON CHECKS AND DRAFTS: The Finance Director/Village Treasurer; along with either the Mayor or Village Manager of the Village, shall have signatory authority to sign in the name and on behalf of the Village of Lincolnshire the following:

Checks;
Automated Clearing House (ACH) payments;
Wire Transfers;
Direct Debit Agreements;
and other appropriate financial documents required to pay Village of Lincolnshire obligations approved by the corporate authorities.

The Finance Director/Village Treasurer shall prepare detailed Wire Instructions and initiate electronic transfers and payments only after obtaining verbal approval by either the Mayor or Village Manager; followed by signed affirmation to said instructions.

Additionally, the Finance Director/Village Treasurer shall sign and obtain counter signature from either the Mayor or the Village Manager affirming payment.

1-8A-1-5: DISQUALIFICATION; NOTICE GIVEN: Any bank or financial institution designated as a depository in accordance with the provisions of this Section shall automatically cease to be an authorized depository if it becomes disqualified under the provisions of this Code or the laws of the State of Illinois, or at such time as the Village Board repeals such designation and the depository receives written notice that it is no longer designated as a depository for Village funds or money.

1-8A-2: INVESTMENT OF VILLAGE FUNDS: The Finance Director/Village Treasurer shall make such investments of Village funds and monies in accordance with the Village of Lincolnshire Investment Policy approved by the Village Board. Such investments shall be made in accordance with State law. All funds so invested will be solely in securities or other investments which will mature or be redeemable on a date or dates prior to the time when the funds will be required for expenditure. All payments received as to principal, interest or otherwise, derived from any investment authorized by this Section, shall be credited by the Finance Director/Village Treasurer to the particular fund of this Village for which such investment was made. (Ord. 74-330-6)

**CHAPTER 8
VILLAGE FINANCES
ARTICLE B. GENERAL OBLIGATION REVENUE BONDS**

SECTION:

- 1-8B-1: Authority to Borrow**
- 1-8B-2: Bond Ordinance Procedures**
- 1-8B-3: Payment of Bonds, Tax Levy**
- 1-8B-4: Use of Bond Revenues**
- 1-8B-5: Refunding Bonds**
- 1-8B-6: Compliance Required**
- 1-8B-7: Post-Issuance Compliance Procedures**

1-8B-1: AUTHORITY TO BORROW: The Village, acting by its Village Board, may from time to time borrow money for proper public purposes and in evidence of such borrowing issue its full bonds as provided by law. Such bonds may be issued without the submission of the question of their issuance to the electors of the Village for their approval. This shall in no way be deemed to limit the village with respect to the use of any other form of borrowing or the execution or issuance of any other instruments evidencing debt.

The Village Board shall not issue general obligation bonds of the Village in excess of the debt limit established for such bonds for non-home rule municipalities.

1-8B-2: BOND ORDINANCE PROCEDURES:

- A. The Village shall adopt an ordinance (hereinafter designated as the "Bond Ordinance") describing the public purpose or proposes to be accomplished by such borrowing and in such Bond Ordinance shall make a finding and determination that such borrowing of money is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose or purposes and is in the public interest, which finding and determination shall be deemed conclusive.
- B. The Bond Ordinance shall indicate the amount of money necessary to be borrowed, the amount of bonds to be issued in evidence thereof, shall fix the details of such bonds, including the date, number, denomination and maturity, which shall not exceed forty (40) years from the date of said bonds, and the maximum rate of interest shall not exceed eight percent (8%) per annum payable semiannually. The bonds shall be sold in such

manner and at such time as may be determined by the President and Board of Trustees. If the bonds are sold to bear interest at the maximum rate, they shall be sold at a price of not less than par. If the bonds are sold to bear interest at a rate less than the maximum interest rate, they may be sold at a price of less than par, provided the price shall be such that the interest cost to the Village of the money received as proceeds of the sale of said bonds shall not exceed the maximum interest rate per annum, based on the average maturity of all bonds sold as a single issue, computed according to standard tables of bond values.

A contract for the sale of such bonds may be entered into prior to the adoption of the Bond Ordinance or the Bond Ordinance may provide for the subsequent sale of the bonds therein authorized. In the event of such subsequent sale and bonds are sold bearing interest at a rate or rates less than that authorized in the Bond Ordinance, prior to the delivery of such bonds the taxes levied in the Bond Ordinance shall be abated by that amount representing the savings resulting from the sale of said bonds at a lower rate of interest than authorized in the Bond Ordinance.

- C. The Bond Ordinance shall direct the execution of the bonds therein authorized on behalf of the Village by the signatures of the Mayor and the Village Clerk, shall require the Seal of the Village to be affixed to such bonds, shall determine whether such bonds to be issued shall be registered in the name of the owner as to principal only or whether the same shall be fully registered as to both principal and interest, shall indicate the place or places of payment of the principal and interest maturing on said bonds and shall set forth the form of bonds.
 - D. Upon the adoption of any Bond Ordinance by the Village and its approval by the Mayor, the same shall, within ten (10) days after passage, be published in a newspaper published and of general circulation in the Village if there be one and if there is no such newspaper then in a newspaper with a general circulation within the Village, and said ordinance shall become effective ten (10) days after the date of such publication.
- 1-8B-3: PAYMENT OF BONDS, TAX LEVY:** The Bond Ordinance shall make provisions for the payment of such bonds, both principal thereof and interest thereon until maturity, by the levy of a direct annual tax upon all the taxable property within the Village sufficient for such purpose. A copy of such Bond Ordinance, as adopted, certified to by the Village Clerk, shall be filed in the offices of the County Clerk of the county or counties within which any part of the Village may be situated. Such Bond Ordinance, as so filed, shall constitute the authority for the County Clerk or County Clerks in and for

each of the years for which taxes are levied in said Bond Ordinance, to extend such taxes for collection against all the taxable property situated within the Village. The taxes so levied for the payment of principal of and interest on the bonds shall be extended annually by the several County Clerks without limitation as to rate or amount and such taxes shall be in addition to and in excess of all other taxes levied or authorized to be levied by the Village. Except as provided herein, such taxes so levied shall not be subject to repeal or abatement in any manner whatsoever until such time as all the bonds authorized and issued under the terms of said Bond Ordinance shall have been paid in full, both principal thereof and interest thereon up to and including the date of maturity: provided, however, that if the Village of Lincolnshire has other funds available, the Village Board may appropriate such funds and deposit them in trust with the paying agent for the purpose of the payment of any of the maturities of bonds or interest thereon, in which event the taxes so levied to pay such principal or interest may be abated by the amount so deposited, such abatement to be directed by ordinance of the Village of Lincolnshire, duly adopted and placed on file with the respective County Clerks at any time prior to the extension of such taxes for collection.

- 1-8B-4: USE OF BOND REVENUES:** The provision of any Bond Ordinance shall constitute an appropriation of the amounts required as therein referred to and described, and upon the delivery of the bonds therein authorized the proceeds thereof shall be used solely and only for the purpose or purposes for which the bonds were authorized.
- 1-8B-5: REFUNDING BONDS:** Any bonds authorized and issued pursuant to the provisions of any Bond Ordinance adopted pursuant to the provisions hereof, and also any bonds heretofore issued and outstanding, which by their terms are payable from taxes unlimited as to rate or amount and levied against all the taxable property within the Village, may be refunded prior to their maturity or at their maturity, and including the refunding of matured interest coupons evidencing interest upon such unpaid bonds. The issuance of refunding bonds shall be authorized by a Refunding Bond Ordinance, which shall be adopted in the manner and subject to the terms, conditions and provisions as herein required for the issuance of bonds for public purposes. Any such refunding shall be authorized on the basis of an exchange of par for par for bonds and matured interest coupons to be refunded, or such refunding bonds shall be sold at not less than par and the proceeds thereof used for the purpose of paying maturing principal of such outstanding bonds and matured interest coupons thereon.
- 1-8B-6: COMPLIANCE REQUIRED:** Pursuant to the authority granted by section 6 of Article VII of the Constitution of Illinois, 1970, the procedures herein set

forth for the issuance of full faith and credit bonds (general obligation) shall be controlling and shall be complied with by the Village in the borrowing of money through the issuance of general obligation bonds of the Village, notwithstanding any provisions to the contrary contained in the Illinois Municipal Code and all acts amendatory thereof and supplementary thereto and in any other law or laws of the State of Illinois. (Ord. 76-432-62)

1-8B-7: **POST-ISSUANCE COMPLIANCE PROCEDURES:** The Village Board from time to time shall designate a Village officer to serve as the Compliance Officer to implement the terms and conditions of the Bond Post-Issuance Compliance Policy adopted by the Village Board. The Bond Post-Issuance Compliance Policy is designed to help ensure the Village remains in compliance with the laws and regulations enforced by the IRS and the SEC related to the issuance of tax exempt securities.

CHAPTER 8
ARTICLE C.
RESERVED (repealed by Ordinance No. 99-1654-38)

**CHAPTER 8
VILLAGE FINANCE
ARTICLE D. REIMBURSEMENT OF VILLAGE EXPENSES**

SECTION:

1-8D-1: Developers Fees and Charges

1-8D-2: Late Payments

1-8D-1: DEVELOPERS FEES AND CHARGES: In connection with all petitions and applications for building permits, annexation, rezoning, special use permits, variations and plats of subdivision, the owner and developer shall reimburse the Village for all actual expenses incurred by the Village, including expenses incurred for legal, engineering, planning and forestry reviews. The Village Manager or his designee may require each Village consultant to submit a budget estimate in advance indicating projected review costs. The Village Manager or his designee shall invoice the owner and developer for an estimated amount prior to directing that work proceed on such reviews. If the actual cost for such reviews exceeds the budgeted amounts, the owner and developer shall reimburse the Village for such excess, and if the actual cost is less than such budget estimates, the Village will reimburse the owner and developer for the difference. In the event the actual costs for such reviews exceeds the budgeted amounts and a good faith estimate of the remaining costs exceeds Five Hundred Dollars (\$500), the Village Manager or his designee may require an additional deposit equal to the additional estimate of remaining costs.(Amd. Ord. 07-2981-09, eff. 4/23/07)

1-8D-2: LATE PAYMENTS: Whenever under any of the codes or ordinances of this Village, or otherwise, any person becomes indebted to this Village and the Village has rendered an invoice or bill to such person for such indebtedness or the person has been required to pay a fine and the same has not been paid within thirty (30) days after rendition of such invoice, bill or judgment, such indebtedness due shall be deemed and is hereby declared to be delinquent and simple interest equal to two percent (2%) per month of the principal amount due shall be added to such indebtedness. Such additional amount shall continue to accrue and accumulate until the full indebtedness (both the original indebtedness and such simple interest) is paid in full. The final amount of such interest shall be computed to and including the date of

payment in full. Provided, however, the provisions of this Section shall not apply to delinquent water and sewer use bills which shall continue to be governed by the separate code provisions regarding late payment of such bills. (Amd. Ord. 07-3004-32, eff. 10/8/07)

In the event an individual or entity is in default to the Village for the reimbursement of any or all of the fees and charges provided for in this Chapter 8, any such developer shall not be entitled to the issuance of any building permits, real estate transfer tax stamps, certificates of occupancy, permits or licenses of any kind whatsoever by the Village while any such default remains. (Ord. 81-634-37, Amd. Ord. 92-1260-38 eff. 8/10/92)

**CHAPTER 8
VILLAGE FINANCES
ARTICLE E. BIDDING PROCEDURES AND AWARDING CONTRACTS**

SECTION:

- 1-8E-1: Competitive Bidding Required**
- 1-8E-2: Formal Contract**
- 1-8E 3: Notice Inviting Bids**
- 1-8E-4: Bid Deposits**
- 1-8E-5: Bid Opening Procedure**
- 1-8E-6: Rejection of Bids**
- 1-8E-7: Bidders In Default to Village**
- 1-8E 8: Award of Contract**
- 1-8E-9: Open Market Procedure**
- 1-8E-10: Professional Services Exempt From Building Requirements**
- 1-8E-11: Emergency Purchases**
- 1-8E-12: Cooperative Purchasing**

1-8E-1: COMPETITIVE BIDDING REQUIRED: Any work or other public improvement which is not to be paid for in whole or in part by special assessment and all purchases of, and contracts for supplies, materials and services shall, except as specifically provided herein, be based whenever possible on competitive bids. (Ord. 84-799-13)

1-8E-2: FORMAL CONTRACT⁴: All work or other public improvement which is not to be paid for in whole or in part by special assessment, except as otherwise provided herein, when the estimated cost thereof shall exceed twenty thousand dollars (\$20,000.00), shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids, unless competitive bidding is waived by a vote of two-thirds (2/3) of all Trustees then holding office.

All purchases of, and contracts for supplies, materials and services, except as otherwise provided herein, when the estimated cost thereof shall exceed twenty thousand dollars (\$20,000.00) shall be purchased by formal written contract from the lowest responsible bidder, after due notice inviting bids, unless competitive bidding is waived by a vote of two-thirds (2/3) of the

⁴See also Section 1-8-4 of this Village Code.

Trustees then holding office. (Ord. 84-799-13; and Ord. 86-895-32; Ord. 89-1112-79)(Amd. Ord. 08-3071-54, eff. 12/8/08)

1-8E-3: NOTICE INVITING BIDS:

- A. Notice Published: Notice inviting bids shall be published at least once in a newspaper with a general circulation within the Village.
- B. Scope of Notice: The newspaper notice required herein shall include a general description of the work to be performed or the articles to be purchased, shall state where specifications may be secured, and the time and place for opening bids.
- C. Bulletin Board: The Village shall also advertise all pending work or purchases by posting a notice on the Village of Lincolnshire website www.lincolnshireil.gov and public bulletin board in the Village Hall.

1-8E-4: BID DEPOSITS: When deemed necessary by the Village Board, bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to return of their bid deposits upon the award of the contract by the Village Board. A successful bidder shall forfeit any bid deposit required by the Village Board upon failure on his part to enter into a contract within ten (10) days after the award.

1-8E-5 BID OPENING PROCEDURE:

- A. Sealed: Bids shall be submitted sealed to the Village and shall be identified as bids on the envelope.
- B. Opening: Bids shall be opened in public at the time and place stated in the public notices.
- C. Tabulation: A tabulation of all bids received shall be made by the Village Board or by a Village employee, in which event, a tabulation of the bids shall be furnished to the Village Board at its next regular meeting.

1-8E-6: REJECTION OF BIDS: The Village shall have the authority to reject all bids or parts of all bids when the public interest to do so.

1-8E-7: BIDDERS IN DEFAULT TO VILLAGE: The Village shall not accept the bid of a contractor who is in default on the payment of taxes, licenses, or other monies due the Village.

1-8E-8: AWARD OF CONTRACT:

- A. Authority In Village: The Village Board shall have the authority to award contracts within the purview of this Section.
- B. Lowest Responsible Bidder: Contracts shall be awarded to the lowest responsible bidder on the basis of the bid that is in the best interest of the Village to accept. In awarding the contract, in addition to price, the Village Board shall consider:
1. The ability, capacity and skill of the bidder to perform the contract to provide the service required;
 2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 4. The quality of performance of previous contracts or services;
 5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 7. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
 8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 9. The number and scope of conditions attached to the bid;
 10. Whether the bidder has a place of business in the Village.
- C. Performance Bonds: The Village Board shall have the authority to require a performance bond, before entering into a contract, in such amount as it shall find reasonably necessary to protect the best interests of the Village. (Ord. 84-799-1 3)

1-8E-9: OPEN MARKET PROCEDURE: All work and purchases of supplies, materials and services of less than the estimated value of twenty thousand dollars (\$20,000.00) shall be made in the open market, without newspaper advertisement and without observing the procedure prescribed by this Chapter for the award of formal contracts. When making such open market purchases, and where practicable, the Village must solicit the advertised prices of at least three (3) vendors of work, supplies, materials or services, as the case may be, before entering into a purchase agreement. The Village Board must consider all offers solicited before entering into a purchase agreement. The following factors may be considered in deciding among the offers: (1) the price of the goods or services offered, (2) the quality of the goods or services offered, (3) the degree to which the goods or services specifically satisfy Village needs, (4) any experience the Village has with the specified vendor, (5) any applicable warranties, and (6) any other factors the Village Board considers beneficial or detrimental to the Village. (Ord. 89-1112-79) (Amd. Ord. 08-3071-54, eff. 12/8/08)

All bulk purchases of gasoline required for the Village gasoline storage tank located at the public works facility shall be made using the open market procedure without newspaper advertisement and without observing the procedure prescribed by this Chapter for the award of formal contracts, provided that each purchase does not exceed ten thousand (10,000) gallons and provided that competitive price quotations are obtained for each purchase. These purchases shall be made by the Director of Public Works with the prior approval of the Village Manager. (Ord. 65-643-27)

1-8E-10: PROFESSIONAL SERVICES EXEMPT FROM BIDDING REQUIREMENTS: All contracts for professional services including, but not limited to, attorneys, engineers, real estate appraisers, auditors, architects and Village planners may be entered into by the Village without observing the bidding procedures prescribed by this Chapter for the award of formal contracts.

1-8E-11: EMERGENCY PURCHASES: In case of an apparent emergency which requires immediate work or purchase of supplies materials or services, the Village Board shall be empowered to secure by open market procedure as herein set forth, at the lowest obtainable price, any work, supplies, materials or services regardless of the amount of the expenditure.

1-8E-12: COOPERATIVE PURCHASING: The Village shall have the authority to join with other units of government in cooperative purchasing plans when to do so would serve the best interests of the Village. (Ord. 84-799-13)

**CHAPTER 8
VILLAGE FINANCE
ARTICLE F. PAYMENT OF FEES, FINES, FORFEITURES AND TAXES**

SECTION:

1-8F-1: Payment of All Village Obligations Prior to Any Village Action.

1-8F-1: PAYMENT OF ALL VILLAGE OBLIGATIONS PRIOR TO ANY VILLAGE ACTION.

The Village shall not enter into any contract, neither shall the Village take any action on any request for a license, permit, real estate transfer stamps, annexation, rezoning or development if the person seeking the contract or action owes any fees, fines, forfeitures or taxes to the Village of Lincolnshire, or is in violation of any laws or regulations of the Village of Lincolnshire, or that the Village is authorized to enforce.

**CHAPTER 8
VILLAGE FINANCE
ARTICLE G. ACCEPTANCE OF CREDIT CARDS**

SECTION:

- 1-8G-1: Acceptance of Credit Cards**
- 1-8G-2: Convenience Fees**
- 1-8G-3: Eligible Payments**
- 1-8G-4: Relief From Underlying Indebtedness**

1-8G-1: ACCEPTANCE OF CREDIT CARDS: The Village Board elects to accept credit card payments for the forms of indebtedness described in this Chapter. The term “credit card” shall include an instrument or device, used to obtain credit, money, goods or services, issued to the holder of the card, including major credit cards, bank cards, charge cards, debit cards, secured credit cards, or smart cards.

1-8G-2: CONVENIENCE FEES:

A. The Village is authorized to collect, in addition to the amount owed to the Village, a convenience fee to wholly or partly offset the amount of any processing fee incurred by the Village from the credit card financial institution or service provider, provided that no such fee shall be imposed unless allowed under the operating rules and regulations of the credit card involved. The amount of the fee shall not exceed any discount or processing fee incurred the Village, shall be established from time to time by the Village Manager in accordance with the limitations described in paragraph B and recorded in Title 1, Chapter 15, Comprehensive Fee Schedule.

B. Said fees will also be subject to the following limitations set forth in the Local Government Acceptance of Credit Cards Act:

1. the fee imposed by the Village is no greater than a fee charged by the financial institution or service provider accepting and processing credit card payments on behalf of the Village; and
2. the Village shall fully disclose the amount of the fee to the cardholder by placing a schedule of fees on the Village website.

1-8G-3: **ELIGIBLE PAYMENTS:** The Village shall accept payment by credit card for the following forms of indebtedness:

Form of Indebtedness

Real Estate Transfer Tax

Liquor Licenses

Beach Tags

Park User Fees

Amusement Devices

Application Fees

Engineering Fees

Planner Fees

Plan Review Fees

Annexation Fees

Building Permit Fees

Acreage Impact Fees

Forester Fees

Misc. Licenses & Fees

Yard Waste Refuse Stickers

Alarm Fines & Fees

Administrative Tow Fees

Tree Revenue

Water User Fees

Sewer User Fees

New Water Meter

Connection Fees

Park Donations

Donations

Miscellaneous Fines

Garage Sale Permit

1-8G-4: **RELIEF FROM UNDERLYING INDEBTEDNESS:** A person who makes a payment by credit card to the Village shall not be relieved from liability for the underlying obligation except to the extent that the Village realizes final payment of the underlying obligation in cash or the equivalent. If final payment is not made by the credit card issuer or other guarantor of payment in the credit card transaction, then the underlying obligation shall survive and the Village shall retain all remedies for enforcement that would have applied if the credit card transaction had not occurred.

**REQUEST FOR BOARD ACTION
Regular Village Board Meeting
August 22, 2016**

Subject: Consideration, Discussion of a Proposal from Waste Management for contractual leaf pick-up service contingent upon a Renewal of the Village's current Waste hauler Contract (Village of Lincolnshire)

Action Requested:

1. Approval of a Waiver of Competitive Bidding and an Amendment to the Existing Contract with Waste Management for Collection, Disposal or Management of Residentially Generated Municipal Waste, Recyclables and Landscape Waste to Include Leaf Collection Services (Village of Lincolnshire)
2. Approval of and Exercise the Renewal Option to Extend the Term of the Contract with Waste Management for Collection, Disposal or Management of Residentially Generated Municipal Waste, Recyclables and Landscape Waste as Modified (Village of Lincolnshire)

Originated By: Bradford H. Woodbury, Public Works Director

Referred To: Village Board

Summary / Background:

Leaf Pick-Up Outsourcing Discussion

At the August 8th Regular Village Board and July 25th Committee of the Whole meetings, Staff presented the Village Board with a proposal from Waste Management to outsource the Village's Leaf Pick-Up program in conjunction with a Wastehauler contract renewal. The Village Board posed several questions regarding both the leaf pick-up program and the Wastehauler contract. Below is a re-cap of information requested by the Village Board at both meetings coupled with the responses and additional Staff research since the last meeting:

Leaf Program Flexibility – At the August 8th, 2016 Regular Village Board Meeting, Trustee Servi asked about flexibility regarding the start date of the leaf program, since weather and conditions can change from season to season. *Waste Management stated they would start at our direction but would need 2-3 weeks advanced notice prior to beginning the program for the season.*

Hourly Rate Charge - At the August 8th, 2016 Regular Village Board Meeting, Trustee Servi asked what the hourly rate would be if Waste Management were to pick-up leaves beyond the 6-week period per the proposal. *Waste Management stated the hourly rate would be \$173.00 per hour. Staff feels this number is fair number given the hourly rate over the proposed 6-week period breaks down to \$375 per hour. Additionally, Waste Management proposed a weekly rate of \$15,000 per additional week.*

Contract Termination Penalty - At the August 8th, 2016 Regular Village Board Meeting, Trustee Hancock asked about the ability to opt out or terminate the current contract. *If the Village was unhappy with only the leaf collection portion of the contract, the contract stipulates all or nothing.*

In other words, the contract does not allow canceling portions of the service. However, Waste Management has said they would be willing to amend the agreement to allow termination of only the leaf collection service for just cause, only if Waste Management failed to remedy the deficient services after receiving written notice from the Village in accordance with section 20 of the current agreement. With regards to the Wastehauler Contract, Section 20 of the current Wastehauler Agreement states, "If at any time during the term of this AGREEMENT, and all or any extensions hereof, the Village, in its sole discretion, determines that the CONTRACTOR has materially breached any term of this AGREEMENT and has failed to correct such breach to the satisfaction of the Village...within seven (7) days after written notice...the Village may, in its sole discretion, give written notice to the CONTRACTOR that the VILLAGE has elected to place the question of the material breach of this AGREEMENT." The wording in the contract states that if there is an issue with service, the contractor has seven (7) days to correct the issue. If they do not correct the issue within the seven days, the Village has the right to recommend to the Village Board either a termination of the contract or reimbursement to the Village in the amount of \$5,000 per day for each day the issue remains uncorrected.

Residential Survey / Feedback - At the July 25, 2016 Committee of the Whole Meeting, Trustee Leider queried whether or not curbside leaf collection is a service the Village should be providing. Staff noted it would provide information from previous resident feedback survey's and resident correspondence related to the last time the Leaf Pick-Up program was being considered for elimination. *This information is attached.*

Leaf Program Safety Concerns - At the July 25, 2016 Committee of the Whole Meeting, several Trustees discussed the safety of the program with the leaves always being deposited in the street prior to pick-up. Additionally, Mayor Brandt asked if Waste Management would be willing to provide leaf pick-up if the residents left the leaves in the parkway? *Waste Management stated they would be willing to perform the leaf-pick-up allowing residents to place leaves within the parkway. Waste Management actually picks leaves up from the parkway in most communities where they perform this service. One potential issue concerning Lincolnshire is that leaves are picked-up bi weekly as opposed to weekly. In similar situations Waste Management has experienced several residents calling complaining about dead grass being that leaves were sitting on the grass for a two-week period.*

Quality Customer Service Standards – At the July 25, 2016 Committee of the Whole Meeting, a few Trustees asked about the possibility of incorporating "Quality Customer Service Standards" into the Waste Management contract. More specifically, Trustee Grujanac was concerned whether or not Waste Management would be capable of providing the same service level as Lincolnshire Staff has traditionally provided. One example discussed was performing three (3) pick-ups on each side of town for six (6) weeks. However, after the sixth week, Public Works makes one final pass on both sides of town during the final week to ensure we have all of the leaves picked-up. Usually this ends of being the last week in November/first week in December. This week is typically usually very light in terms of quantity of leaves collected. *When staff asked if Waste Management would be willing to perform the same service, Waste Management confirmed they would be willing to perform the extra week of pick-up for an additional cost. Staff feels it would make sense to have Waste Management continue an extra week at an hourly rate, in lieu of a flat fee. An additional option could be for Public Works staff to perform this final week. However, this would require the Village to maintain at least one leaf vacuum in the fleet for the duration of the contract. Additionally, Waste Management noted Quality Customer Service Standards listed are currently included within the Wastehauling contract document and has communicated to Village Staff these standards would also apply to the leaf outsourcing agreement. These standards are included in the board packet.*

At-Your-Door Service Option - At the July 25, 2016 Committee of the Whole Meeting, Several Village Board members discussed the At-Your-Door service and requested more information regarding the program. The Village Board was concerned about imposing this cost on everyone. Mayor Brandt asked if Waste Management offer this program as an optional service for residents at a higher rate. Staff found that *Waste Management is not amenable to offering this service as an optional service. Waste Management anticipates costs would be much too high per resident if they were to offer it as an optional service. Waste Management estimated the cost to an individual homeowner could be as much as \$150.00 per resident, per pick-up.*

CPI Index - At the July 25, 2016 Committee of the Whole Meeting, a question was raised regarding the CPI (Consumer Price Index) and whether or not Waste Management would be willing follow the current CPI rather than a predetermined number as stated in the proposal. *Staff found that Waste Management is not amenable to adjusting the CPI outlined in the proposal.*

Comparable Communities - At the July 25, 2016 Committee of the Whole Meeting, Trustee Feldman asked for a list of companies that perform Leaf Pick Up in the North Shore area. *Waste Management is currently performing leaf pick up in the following communities (none of which are considered north shore communities): Grayslake, Gurnee, Lake Zurich, McHenry, Warren Township and Wauconda.*

Additionally, Staff researched other communities that offer leaf collection to residents which are as follows: Antioch, Arlington Heights, Barrington, Crystal Lake, Deerfield, Green Oaks, Hainesville, Hanover Park, Libertyville, Morton Grove, Mount Prospect, Northfield, Palatine, Park Ridge, Port Barrington, Skokie, Waukegan, Wilmette and Winnetka.

Annual Soft Cost Assessment - At the July 25, 2016 Committee of the Whole Meeting, Trustee McDonough wanted clarification regarding the Annual Leaf Service Program cost minus salaries as these costs would still remain part of the Department's ongoing operating expenditures. Removing all salaries from the cost considerations would break down as follows:

Annual Lincolnshire Leaf Service Program Cost – (Soft Cost)

Labor (Avg. of employee hourly rate)	\$30.56
(Avg. of employee overtime rate)	\$45.84
Leaf Pick-up Overtime (\$45.84X171 hrs.)	\$7,838.64
Equipment Repair Overtime (45.84 X 60 hrs.)	\$2,750.40
TOTAL LABOR	\$10,589.04
Equipment:	
Parts and Materials	\$8,719.19
Fuel	\$7,090.80
Purchase of a leaf machines	\$43,700.00
TOTAL EQUIPMENT	\$59,509.99
Leaf Disposal:	
Contractual Leaf Removal	\$58,000 in 2016 Budget
Purchase of Leaf Bags Distributed	\$3,000
TOTAL DISPOSAL	\$61,000.00
TOTAL ANNUAL PROGRAM EXPENSE	\$131,099.03

Annual Lincolnshire Leaf Service Program Cost – (Waste Management)

TOTAL ANNUAL OUTSOURCING COST	\$90,000.00
TOTAL ANNUAL DISPOSAL COST	\$58,000.00
TOTAL PROGRAM EXPENSE OUTSOURCED	\$148,000.00

Budget Impact:

The proposal received from Waste Management is to perform leaf pick-up service in the amount of \$90,000.00 for a 6-week pick-up program. If the leaf pick-up program is contracted out, it would eliminate the need to replace a leaf machine every three years leading to a savings of approximately \$337,000.00 over the next 10 years; based upon the current 10-Year Capital Plan.

By not performing leaf collection in-house, approximately 1,568 maintenance hours will be freed for other higher level public works activities, and approximately 136.5 fleet service hours will be freed for other fleet maintenance activities. While the freeing up of staff resources is not a direct budget saving, eliminating the equipment and fuel expenses would save approximately \$73,000.00 per year.

Service Delivery Impact:

Currently, Waste Management performs leaf pick-up service in Lake Zurich, Grayslake, Gurnee, McHenry, Warren Township and Wauconda. Staff contacted these municipalities and received positive input with regards to the leaf pick-up service.

Recommendation:

Staff recommends Waiver of Competitive Bidding and an Amendment to the Existing Contract with Waste Management for Collection, Disposal or Management of Residentially Generated Municipal Waste, Recyclables and Landscape Waste to Include Leaf Collection Services and Approval of and Exercise the Renewal Option to Extend the Term of the Contract with Waste Management for Collection, Disposal or Management of Residentially Generated Municipal Waste, Recyclables and Landscape Waste as Modified.

Reports and Documents Attached:

- Proposal from Waste Management – Including Leaf Pick-Up Service
- Residential Email Information – 2010
- 2015 Residential Survey – Leaf Program Responses
- Quality Customer Service Standards
- Original Contractual Leaf Pick-Up Memo – July 25, 2016 COW
- Current Waste hauler Contract

Meeting History	
Committee of the Whole Meeting	July 25, 2016
Regular Village Board Meeting	August 8, 2016
Regular Village Board Meeting	August 22, 2016



Village of Lincolnshire

Solid Waste Removal, Yard Waste Removal, and
Recycling Program

Community and environmental stewardship at its best.

June 8, 2016

Mike Brink, Public Sector Solutions Manager
mbrink@wm.com | 630 816-9753

WASTE MANAGEMENT
700 E. Butterfield Rd, 4th Floor
Lombard, IL 60148
(630) 652-9220 Phone

June 8, 2016

Mr. Brad Burke
Village Manager
Village of Lincolnshire
One Ole Half Day Road
Lincolnshire, IL 60069

**RE: Contract Agreement for Refuse, Recyclable and Yard waste Collection
Proposal for Contract Extension**

Dear Mr. Burke:

Waste Management of Illinois, Inc. ("WM") sincerely appreciates the opportunity to offer the Village of Lincolnshire ("Village") the following proposal to extend our current contract for comprehensive waste, recycling and environmental services. Our proposal is backed by our commitment to provide the highest quality service to the Village of Lincolnshire.

As you know, Village and WM have been partners in waste and recycling for many years. In recognition of this long-standing partnership, WM would like to offer some enhancements to the services we currently provide. These additional services include leaf-vac service, a sharps kiosk for placement at the Village Hall, fluorescent light bulb recycling, and a convenient way for your residents to recycle electronics and HHW material. We are open to discuss these and any other services that would like to consider as you continue to enhance the services you provide to your residents.

WM proposes to provide for the Village's future refuse, and recycling, as follows:

5-Year Contract Extension Proposal

1. Continued waste, recycling and landscape service schedule as we do now, including a weekly bulk item.
2. Continued services to Village facilities at no charge.
3. Waste, Recycling for Village events such as the Taste of Lincolnshire and 4th of July Events at no charge.
4. No increase for the first year of the extension, next increase would occur 1/1/2018

Type of Service	Current Price	1/1/2017 New Rate
35g Limited Service	\$17.78	\$118.78
64g Limited Service	\$18.90	\$18.90
96g Limited Service	\$20.03	\$20.03
35g Unlimited Service	\$18.43	\$18.43
64g Unlimited Service	\$19.97	\$19.97
96g Unlimited Service	\$21.10	\$21.10
Trash/Yard waste Sticker	\$3.13	\$3.13
Seasonal Yard Waste	\$167.50	\$167.50
Senior Discount 10%		

5. Annual adjustments for years 2-4 subject to the CPI with a floor of 2.0% and a ceiling of 4.0% per year.
6. Leaf vac service to Village residents as currently serviced with three passes each side of town for \$90,000.00 per year billed to the Village, starting mid-October each year. This option is with the Village paying for disposal separately. If WM disposes of the leaves, the price is \$1,084.00 per load for disposal in addition to the charge to pick up the leaves. This would include the loading, transportation and disposal of the leaves. We are willing to talk about different billing options like hourly charges.
7. Food scraps will be able to be mixed with the yard waste during yard waste season for no additional charge. We do require that residents use a rigid container and plastic/compostable bags are not allowed. This program is contingent on local processing and economics. WM is willing to discuss a program that would include year round service if the Village were interested.
8. Waste Management will collaborate with the Village on targeting local businesses to carry trash/yard waste sticker with the goal of having at least three outlets.
9. Optional WM At Your Door service for an additional Village-wide charge of \$1.15 per home per month. Please see additional attached information on this exceptional program that allows for door-to-door pickup of HHW and electronics from residents.

10. Enhanced Services:

Additional Services

As detailed in Appendix A, the following additional services will be provided to the Village by WM at “No Charge”:

(1) Sharps Kiosks

Fluorescent Bulb Recycling

We sincerely appreciate your time and consideration of our proposal for continued service. We have enjoyed our long working relationship with the Village and we hope we can continue our partnership in future. Please contact me at (630) 816-9753 with any questions you may have.

Sincerely,



Michael Brink
Public Sector Representative
Waste Management of Illinois, Inc.



06-08-16

Signature of Authorized
Waste Management Representative

Date

Signature
Elizabeth J. Brandt, Mayor
Village of Lincolnshire

Date

Signature
Barbara Mastandrea, Village Clerk
Village of Lincolnshire

Date

Appendix A - Additional Services to be provided to Village of Lincolnshire

In conjunction with the contract for collection of refuse, recyclables, and yard waste from Antioch, Waste Management will provide the following value-added service:

1. Sharps Kiosk

Waste Management will supply one pharmaceutical return kiosk for sharps at “no cost”. We will also supply 7 cases of sharps containers per year for residential use and the service of the unit. Each case holds 36 boxes of sharps containers. We estimate that this will be the annual usage in the Village.



2. Fluorescent Bulb Recycling Kits

Waste Management will supply the Village with five Waste Management “Lamp Tracker” Recycling Kits, at “no cost”, for the Village to dispose of their light bulbs for proper recycling. Each box holds approximately 125 bulbs.

3. At Your Door Service of residential HHW and Electronics

Please see the attached information.

APPENDIX A



At Your Door Special CollectionSM

A service of Waste Management

Proposal for Extension of your recycling program for

Village of Lincolnshire, IL



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Introduction

Waste Management is pleased to submit this proposal for the At Your Door Special CollectionSM service. Waste Management’s At Your Door Special CollectionSM is a service provided to residents to collect the difficult, sometimes hazardous and hard-to-recycle items that almost every household accumulates. We make it easy for residents to dispose of these items, by collecting the materials at their door– safely, easily and responsibly. Experience is key- This program has served hundreds of thousands of homes since 1995¹ and currently manages programs for dozens of public agencies in many states.

Our mission is to provide quality and convenient special material management services to public

¹ Includes when the company was under different ownership.

agencies. Waste Management's At Your Door Special CollectionSM service is focused on the collection and proper management of home generated special materials.

Statement of Work

The program begins when the public is informed about how to participate. Following are the elements of the At Your Door Special Collection service and how it works.

Resident Initiates Collection

To participate, residents call our toll free number 1-800-449-7857, e-mail ATYOURDOOR@WM.COM or go to www.WMATYOURDOOR.COM and request a collection at their home. A Customer Service Representative from our U.S. based call center answers the call or online request. The participant is asked for basic information: name, address, phone number, how they learned of the program, single or multi-family home and an inventory of the material. The representative discusses the program guidelines with the participant, including the placement of the material on collection day. The call center is available from 5 am- 5pm Pacific Time, Monday through Friday. Both English and Spanish speaking representatives are available. There is an automated call system available after hours and on holidays.

Collection Is Scheduled

The participant is provided with a date when they must place their material at the entrance door or in front of their garage or if multi-family, in a safe location. That predetermined location is noted by the Customer Service Representative for use by the Service Technician.

The frequency of collection routes will vary depending upon demand. When programs first start and during seasonal peaks such as spring and fall cleaning times, there is usually a higher demand resulting in longer periods between the call and the collection.

Packaging

A collection kit will be sent via U.S. mail (or other method) to the participant, who will package the materials and place it out on the designated collection date. The kit consists of a plastic bag, bag tie, survey card, labels (for use as needed by resident) and an instruction sheet. The instruction sheet reiterates the collection date and items discussed with the Call Center Customer Service Representatives. Residents collect their items and place them inside the kit bag per the instruction sheet.

Should the Customer Service Representative determine that the resident requires more than one bag, the resident will, depending upon the schedule, be offered the opportunity to have all items collected at the same time. In the event the schedule is too heavily booked at the time of the request, the resident will be offered alternative days for collection of their materials. After a resident receives their kit, they may contact our program again if they have more items than will fit inside a single bag. The Customer Service Representative will provide the resident with two options. The first option is to keep the collection date as scheduled for the single kit. Then, a second collection date will be scheduled and a second kit will be mailed to the resident. The second option is to cancel the first collection date and mail the resident another collection kit. Then schedule the collection at a later date when all of the materials can be collected at the same time. Participants will be discouraged from requesting a collection of very small quantities, i.e., a single can of paint or only used motor oil. Residents with only used motor oil will be directed to local collection centers. Residents with very small quantities will be directed to combine their items with neighbors, if possible.

All containers must be labeled and they cannot leak. If a container leaks, participants are instructed to transfer it to a non-leaking container and label it. If a container is not labeled, participants are provided

labels to place on the container. Additional instructions may apply based on applicable regulations. Leaking containers or containers without labels will not be collected.

Collection

On the established pickup date, a Service Technician will arrive at the home during the day, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home. Waste Management employees will not enter the premises to gather or remove any material.

For multifamily dwellings, materials should be collected at a central, mutually agreed upon ground level location. Multi-family participants can designate a safe place at their building where the bags can be collected (never at the curb or on public property).

For single family homes, materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway.

In the event the materials are ineligible, e.g., unlabeled, leaking, commercial material, or listed on the unacceptable list, the resident will be contacted and/or a door hanger will be left with instructions. Residents are not required to be present during the collection.

Transport

Acceptable materials are transported to a transfer facility and then sent to various recycling and processing facilities. Once the items are collected, Service Technicians work to responsibly manage it and recycle as much as possible. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

Safety

At Waste Management, safety is a core value, a cornerstone of operational excellence. It is a philosophy that is embedded in the way we work, the decisions we make, and the actions we take. With thousands of trucks on the road every day, we recognize the responsibility to hold ourselves to the highest standards to protect our customers, our employees and our communities. Waste Management's goal is to maintain our world-class safety record. The program has been designed with safety in mind. Each aspect of this program has been reviewed for potential health and safety implications. This includes the materials we do not accept and the reason on why we cannot pick up unknown items and leaking containers.

Eligible Items

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. Console TV's and similar consumer electronics, in limited amounts, are eligible unless they originate from a business. This list is not all-inclusive and may vary depending on state and local regulations. We reserve the right to modify the list.

The quantity of material that can be collected at any one time is limited to the items that can be placed inside the kit bag along with designated items that may be placed outside the bag.

Materials that can be placed outside the kit bag include:

- Up to 1 television, 4 vehicle batteries, 5 fluorescent tubes and/or compact florescent lamps (CFL)

- One computer system consisting of one each: CPU/tower, laptop, monitor, keyboard, mouse, and desktop printer
- Up to 25 pounds of electronics with circuit boards such, as a CD ROM, VCR, DVD/CD/tape player, cell phone, MP3 player, desktop scanner, fax machine, microwave and related cords.

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Other poisons, rat poison
- Fertilizer
- Herbicides
- Pesticides

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquid
- Stabilizer

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluid
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel. 10 gal. max.)

Flammable & Combustible Materials

- Kerosene
- Solvent

Misc. Household

- Household batteries
- Florescent tubes/ Compact fluorescent bulbs
- High intensity lamps
- Hobby glue
- Driveway sealer (max. 5 gal.)

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stain
- Sealer
- Spray paint
- Artist paint

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Naval jelly

Sharps

(must be placed into a rigid, sealed, puncture resistant container)

- Needles
- Lancets

Electronics with Circuit Boards

- Televisions
- Computer monitors
- CPU/computer tower
- Laptop compute
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod
- Microwave oven

- Related cords

Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. List is not all-inclusive and will vary depending on state and local regulations. We reserve the right to modify the list.

- Biological Waste
- Ammunition and Explosives
- Appliances
- Asbestos
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons
- Fire Extinguishers
- Food Waste and cooking oil
- Gas cylinders/pressurized cylinders
- Items that are not hazardous
- Liquid mercury/Elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation
- Materials in leaking containers
- Medicines/pharmaceuticals
- Radioactive materials, including smoke detectors
- Tires
- Trash, including bulky items (example: washers, dryers, and refrigerators)
- Unknown or unlabeled materials



The At Your Door program reserves the right to refuse collection of additional items not listed here. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard or out of the scope of the program, which is designed for the collection of home generated special materials.

Recycling of Collected Materials

Thanks to our company's vast infrastructure and affiliated entities, we are able to recycle most of the materials collected. Thus, reclaiming valuable resources for the benefit of your community and the environment. The following are some methods used to recycle or treat some of these materials.

- Lamps/CFL's are accepted and managed by WM LampTracker®
- Recyclables (bottles, empty containers) to WM MRF when available
- Used oil and Antifreeze – recycling into new products or used as fuel
- Household/vehicle batteries -- recycling
- Mercury to WM Mercury Solutions, Inc.'s mercury retort facility
- Flammables to fuel blending (paints, solvents)
- Electronics are managed by WM Recycle America and affiliates

Public Education

The At Your Door team can provide a recommended public education strategy for your community. The purpose of providing this program is to insure an effective communication effort to achieve our mutual goals, which are to insure that every resident understands that they can use the program when it is convenient to them. While not every household will utilize the program, all residents should understand that they have the ability to contact us at anytime. Our public education program recommendations are designed to maintain a respectable level of participation and a high degree of participant satisfaction within the pricing provided for this program.

The At Your Door Special Collection service is committed to the successful implementation of the program proposed in this document. This is a service offered by Waste Management and should be referred to as Waste Management's At Your Door Special CollectionSM service, the At Your Door Special Collection service or the At Your Door service. Please do not refer to it simply as "At Your Door" or "AYD".

Natural Disaster

In the event of a natural disaster affecting the community e.g. a hurricane, the At Your Door Special Collection program will be suspended for a period of six months or other period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, a natural disaster changes the nature of that need. A natural disaster is defined as a community wide event including but not limited to a tornado, hurricane, earthquake, fires and floods.

Participant Surveys

A postage-paid card addressed to the sponsoring agency program manager will be included in the kit sent to participants. The card lists several questions and is considered a “report card” mailed directly to the public agency’s designee. In an effort to continually improve our service, we request copies of survey cards or consolidated reports be sent to Shannon Pollacchi, At Your Door Special CollectionSM Marketing Manager at hpollacc@wm.com.

Reports

Items collected are entered into our proprietary database management system (*AYDNet*) by our Service Technicians. This data assists with monitoring the program. You may request a report that provides a summary of the materials collected, then provide that to the public agency. Your customer can track the contents of the waste streams that are collected. Additional data can be provided in Microsoft Excel.

Pricing

The pricing offer stated below in this proposal will remain for a period of 90 days from 3/15/2016 provided however, that **WM of Illinois** and **Village of Lincolnshire, IL** must enter into a written contract.

The program is as follows:

Single and Multi- family homes (including electronics collection) = \$1.15 per home, per month

CPI Annual Adjustment 2.0% min-4.05% max

At Your Door Special CollectionSM is a service of Waste Management. Collection services will be provided by a properly licensed/permitted subsidiary of Waste Management.

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THINK GREEN.®

JenniferHughes - Fall Leaf Collection

From: "McDonald, Sandi" <SMcDonald@distl 13.org>
To: "jhughe@village.lincolnshire.il.us" <jhughe@village.lincolnshire.il.us>
Date: 11/17/10 2:51 PM
Subject: Fall Leaf Collection
CC: "rirvin@village. lincolnshire.il, us" <rirvin@village.lincolnshire.il. us>, ...

Hi Jennifer,

I recently learned of the Village's discussion regarding the discontinuance of the fall leaf collection program. I am sending this message to voice my opposition relative to the possible termination of this service.

The taxes and user fees that Lincolnshire village residents are required to pay have continued to increase. Discontinuance of this Village program would require residents to hire a service to dispose of fallen leaves, and is just one more example of how living in Lincolnshire is becoming more of an unfair burden on those residents who are on fixed incomes and don't have the income growth to match increases in taxes and fees. I urge the Board to recognize and consider that many residents are struggling to remain in their homes. Please don't add to their burden by adding one more expense to their budget.

Sincerely,

John and Sandra McDonald
44 Cumberland Drive
Lincolnshire, IL

Ruth A. Harding
40 Cumberland Drive
Lincolnshire, IL

Kimberly Jurco ~ leaf collection options

From: <lpordugal@comcast.net>
To: <kjurco@village.lincolnshire.il.us>
Date: 11/26/10 11:44 AM
Subject: leaf collection options

Just received my village newsletter and see that the board may consider eliminating the leaf collection service.

My wife and I have lived in Lincolnshire for about 20 years and have enjoyed the great services that the village provides. We recommend that if the board needs to cut expenses, maybe adjust the frequency of the leaf collection to maybe 2 pickups at the heaviest fall leaf drops.

The Pordugal's on cambridge

Kimberly Jurco - leaf collection

From: <dwic201134@aol.com>
To: <kjurco@village.lincolnshire.il.us>, <brettblomberg@aol.com>
Date: 11/26/10 6:39 PM
Subject: leaf collection

in response to the newsletter re leaf pickup, i am a 40 year residen at 64 !incolnshire drive..

our village is in a forest that sheds leaves every year. Picking up these leaves each fall is certainly an essential village function. You must keep the streets clear so that water drains. We have invested in the equipment already. Without village control of this vital task we will have a real mess on our hands. Save money elsewhere by eliminating unnecessary purchases of the latest fancy trucks and equipment and other luxury services.

thank you, don wickert

Kimberly Jurco - Leaf collection feedback

From: <jonscarbrough@netscape.net>
To: <kjurco@village.lincolnshire.il.us>
Date: 11/26/10 8:35 PM
Subject: Leaf collection feedback

Dear Sirs,

Unfortunately, I will be out of town on 12/13 otherwise I would attend the village meeting to discuss the leaf collection service. First, I don't accept the premise that "although many residential properties utilize the Village service to pick up leaves each fall, not every property does" as a way to bring this topic up. This same premise can be made of every service provided by the Village. One could start the same discussion by saying we should eliminate fire protection since hardly any residential properties use it. That argument is invalid and so is the argument to eliminate the leaf collection service using the premise provided.

The leaf collection service is shared service that is widely used by residents in Lincolnshire according to my eyes.

If the issue is a financial one, then the premise should be changed and stated so. If the village is proposing the elimination of the leaf collection service for financial reasons, I would be happy to review the entire village budget and could easily come up with the savings *to* pay for the leaf collection. Things as simple as the number of lights left on each night in the village offices. I can't imagine that all of the office lights we see are occupied by employees at night. What raises have been provided to any employee? All pay increases should be immediately stopped. If private employment is not seeing pay increases, public employment shouldn't either. Public pensions are a huge area to look at. It is hard enough for me to save for my own retirement much less have to pay for village employee retirement. Let the village employees pay for their own retirement.

We need intelligent thought on shared services. Leaf collection is a unique service needed for a village like Lincolnshire due to the wooded properties. I wouldn't argue that we should eliminate fire/police protection because not all residential properties use it and you shouldn't argue that for leaf collection.

I look forward to the continued leaf collection service by the village within the current budget.

Best regards,

Jon Scarbrough
50 Wiltshire Dr.

From: Kristen Eastman <dkeastman@comcast.net>
To: "kjurco@village. lincolnshire. ii. us" <kjurco@village. lincolnshire. ii. us>
Date: 11/26/10 10:33
Subject: Leaf collection

At 41 Wiltshire, we do our own lawn. Bagging leaves? Our property taxes cover that. We pay a ton in property taxes.

Kristen Eastman.
on my iPhone

Kimberly Jurco - leaf pick up

From: <jrreinhof@comcast.net>
To: <kjurco@village.lincolnshire.il.us>
Date: 11/27/10 11:09 AM
Subject: leaf pick up

My name is Joseph Reinhofer@ 9 Reliance Lane and I'd like to comment here, on the proposal of elimination of leaf pick up, since we're not able to make the meeting. My wife and I have lived in Lincolnshire since 1987 and we are both senior citizens. As you may or may not know, for the past two years because of the lack of inflation we've not had an increase in our social security income. At the same time our taxes and food costs continue to go up. Our real estate taxes have gone up every year since we've moved here. I know that very little of that tax goes to the village, but we've also never had a student in our school district during that time and have supported the students in our community. We have well over twenty trees on our lot and not having leaf pick up would be a real burden. We can not afford lawn service at this time and if we have to bag that would also add to our living expenses in this community considerably. Adding new sales taxes on top of continuing rising real estate taxes, while home values are falling, will not mitigate our living expense problem. We as citizens can not go to the federal government and say our local government needs more money so raise our social security. During these trying times all of us have to learn to sacrifice and do without including all governmental bodies. Can we live without leaf pick up? Certainly it's something we can give up. Will we bag our leaves and pay to remove them anyway? Probably not, we'll have to let mother nature take care of that. It may not look too great on the lawn, and the neighbors may not approve, but hey we'll save the village from having to live within it's means just like the rest of us. Some trees may die and there would be much fewer leaves to bag, which might make it more manageable. Maybe the new sales tax increase will bring new business to the village instead of the new Vernon Hills downtown area, or did we fiddle too long to bring that business to our new downtown area? Thanks for listening, and we're sorry we can't attend the meeting on the thirteenth or be more positive on this issue. Sincerely,

Joseph Reinhofer

Kimberly Jurco - Please Continue the Residential Leaf Program

From: Bob Gemkow <rgemkow@gemautomation.net>
To: Kimberly Jurco <kjurco@village.lincolnshire.il.us>
Date: 11/27/10 2:52 PM
Subject: Please Continue the Residential Leaf Program

Ms. Jurco:

Please continue the Residential Leaf Program. My wife and I have used this valuable village service for past ten seasons, and we do not want to see it eliminated. We moved to 11 Regent Lane in June of 2001 and have greatly appreciated the leaf collection program.

More importantly, it differentiates Lincolnshire from those suburbs that do not provide such a service and makes our town that much more valuable. In this still struggling real estate market, Lincolnshire needs every possible value added component to shore up home prices.

Sincerely,

Bob and Diane
11 Regent Lane

Kimberly Jurco - Leaf Program for Residents

From: Allin Kaplan <allinkaplan@gmail.com>
To: <kjurco@village.lincolnshire.il.us>
Date: 11/27/10 3:20 PM
Subject: Leaf Program for Residents

Please KEEP the residential leaf pick-up program. It is one of the most important services that the village provides for its residents.

If you feel you need to cut some services, I am sure that there are other programs, employees, or services which do not directly impact the residents.

Thank you. Mrs. A. Kaplan, 74 Oakwood, Lincolnshire, Ill.

Kimberly Jurco -Leaf Collection 2011

From: Anne Ryan <ryan5family@att.net>
To: <kjurco@village.lincolnshire.il.us>
Date: 11/27/10 4:18 PM
Subject: Leaf Collection 2011

I believe the current leaf collection process is a value add to our community and is very beneficial to homeowners. I do think it should be continued. I do understand that the program could be altered to improve cost structure and if necessary would pay an additional fee for the process to continue.

Timothy K Ryan
22 Brunswick Lane
Lincolnshire Il 60069

Kimberly Jurco - Leaf Collection - 2011

From: "Bob Gregory" <bobgregory@comcast.net>
To: <kjurco@village.lincolnshire.il.us>
Date: 11/27/10 5:36 PM
Subject: Leaf Collection - 2011

Please register our strong support to keep the leaf collection program AS IS in 2011.

Thanks,

Bob

Robert P. Gregory
10 Londonderry Lane
Lincolnshire, IL 60069
847-267-0223
847-267-0301 - FAX
bobgregory@comcast net

Kimberly Jurco - Leaf collection

From: Ian Jasenof <jazzymd1@yahoo.com>
To: <kjurco@village.lincolnshire.il.us>
Date: 11/28/10 8:24 AM
Subject: Leaf collection

I have read the most recent Lincolnshire newsletter and I am disappointed there is consideration for suspending the program. I live at 1 Pheasant Row and I as well as our neighbors at the intersection of Fox Trail have found the leaf collection service a valuable service. I encourage the board to continue the program without modification.

In addition, I encourage the board to resume the tree branch collection which started two years ago and apparently was not provided this year.

Respectfully yours,
Ian Jasenof, M.D.

Jennifer Hughes ~ leaf collection

From: Robert Irvin
To: Jennifer Hughes
Date: 11/29/10 10:33 AM
Subject: leaf collection

I received a phone message from John Ernst of 9 Whitby Circle regarding the leaf article in the newsletter. He believes the program should remain as is. They get a lot of leaves on their property from others and it would be difficult to bag them all. Please add his comments to the others that we have/will receive.

Thanks.

~ ..Gu Green ! Read it from the Screen. Print emails only when necessary.

Kimberly Jurco - Lincolnshire Leaf Collection 2011

From: <marccolbert@comcast.net>
To: <kjurco@village.lincolnshire.il.us>
Date: 11/29/10 6:06 PM
Subject: Lincolnshire Leaf Collection 2011
CC: <brett.blomberg@comcast.net>

The front page of the current Lincolnshire Newsletter says that the Village's fall leaf pickup service is under consideration for modification or elimination next fall.

I suppose this needs to be read together with the article on the second page of the newsletter which announces a 0.5% sales tax increase in the village starting next year in connection with a budget deficit.

I've been a Lincolnshire resident since 1986 and my wife and I have benefited from the leaf pickup service every year since then. FYI - we rake our own leaves; we do not have a commercial lawn service.

The article about the leaf pickup service doesn't mention a couple important facts - what modifications of the service are under consideration? What alternatives may exist to save money in other areas? I would appreciate a response to these points.

I consider the leaf pickup service in the fall to be a basic service of the village, not a "perk". My neighborhood is heavily wooded, as is most of Lincolnshire. I can't imagine how many lawn bags would be needed to dispose of all the leaves.....and a lawn service is not an option for us.

So, I am firmly in favor of retaining the fall leaf pickup service, as I consider it to be one of the basic services provided by the village for many years. If budget cuts need to be made, then other non-essential services should be considered.

Thank you.

Marc H. Colbert
22 Plymouth Ct.
Lincolnshire, IL 60069
Tel. 847-945-5374

To whom it may concern:

I am sure I and many other residents *moved* to Lincolnshire because of the trees and forested area. I believe Lincolnshire has won awards for its trees [Tree City USA]

A lot of the residents enjoy working in their yards and **DO NOT** have landscape services. I am aware that the village is under a severe budget crisis, but before doing away with the leaf pick up they have to be aware of the burden it will place on its residents. Do you want all residents to hire landscape services? This may be too expensive for some residents, those on fixed incomes or those affected by the current recession. A lot of the landscape services also put the leaves in the street to save their customers the dumping fees and the time to run to the dump.

Has anyone inquired what the additional cost would be for Waste Management to pick up of thousands of leaf bags? I am sure the current charge of \$144.49 a year could more than double, as well as the monumental task of trying to bag those leaves. Please do not tell us to mulch the leaves as a past village manager did this only shows you have no idea of the amount of leaves that fall every year.

It may be time for the village to levy a fee to cover some essential services and maintain our community.

Lost commercial developments over the years now weigh heavy on the village.

Hap Pyster
9 Plymouth Ct
847 945 9675

Kimberly Jurco - leaf program

From: <destdev@aol.com>
To: <kjurco@village.lincolnshire.il.us>
Date: 11/30/10 9:39 AM
Subject: leaf program

Hi,
I wish to add my input on the 20011 leaf pickup program and the possibility that this service will no longer be provided.
My basic response: keep the program!
While I recognize this program must be expensive, it is invaluable to the residents who are no longer able to burn the leaves (thank god) and have no where else to put them. We are encouraged by the village to plant trees on our properties but these trees become a burden in the fall when the leaf dropping occurs.

Perhaps there are other programs the residents would rather halt than this one. let's explore....
Perhaps a small fee could be attached, somehow, to the pickup so as to help defray the total cost.
Sincerely,
Robt. Weinberg
3 Devonshire Ln.

KimberlyJurco - Leaf comments- Mike, 23 Victoria Ln

From: Kimberly Jurco
To: Kimberly Jurco
Date: 11/30/10 11:58 AM
Subject: Leaf comments - Mike, 23 Victoria Ln

Mike, 23 Victoria Ln

How stupid, one of the reasons he moved to Lincolnshire was the trees, This is the most ridiculous idea he has ever heard of. Would be a disaster. He would put his leaves in the street regardless.

11/30/10 at 11:50am

~ ..Go Green ¹ Read it from the Screen. Print emails only when necessary.

Kimberly Jurco - Leaf Collection

From: Allen Yu <allenyhy@gmail.com>
To: <kjurco@village.lincolnshire.il.us>
Date: 12/11/10 2:56 PM
Subject: Leaf Collection

Hi, Kimberly,

I think it is a very valuable program from all residence. I like to see it continue in future.

I can see all my neighbors use this service even for the household hire people take care their lawn. it will keep the whole community stay clean rather than mess. If we will ask those service to collect the leafs, I believe someone will not. Then we will end up with leaf in everyone's yard without thinking we may have to pay more but getting less.

It believe it is a benefit for all residence and get this service continues.

Regards

Allen

Kimberly Jurco - Leaf collection - 2011

From: Joseph Cohen <joseph-cohen@sbcglobal.net>
To: <kjurco@village.lincolnshire.il.us>
Date: 12/21/10 11:12 AM
Subject: Leaf collection - 2011

Hi,

I AM for keeping the leaf collections - for the following reasons:

- 1- I am a retired senior citizen with a stretched budget and having a private contractor pick up my leaves will be costly.
- 2- I feel that the village is not keeping by their commitment for a green village by discouraging tree planting by making it more expensive to maintain. The village has already cut out picking up tree branches.
- 3- I would be O.K. if we could go back to burning leaves --- however I know this will not happen.
- 4 - I would probably have well over 100 yard waste bags that overwhelms me even thinking about it.

Thanks

Joseph Cohen
5 Buxton Court

Kimberly Jurco - Re: Lincolnshire Leaf Collection 2011/Tree Trimming Program

From: <marccolbert@comcast.net>
To: Kimberly Jurco <Kjurco@village.lincolnshire.il.us>
Date: 12/21/10 2:26 PM
Subject: Re: Lincolnshire Leaf Collection 2011 /Tree Trimming Program
CC: <brett.blomberg@comcast.net>
Attachments: Part.002

Thank you, Kimberly Please add the following comment on this subject.

Today, I received in the mail a letter dated Nov. 30th from Lydia Scott regarding the Village's Parkway Tree Trimming Program 2011 using the Davey Tree company. Standing alone, I do not have any problem with this and in fact, I welcome it. But in the context of the Leaf Collection program, I've got to say that I think the leaf collection program is way more important and the tree trimming program - while nice - would be on my list of discretionary items that could be eliminated or postponed to save a basic service like leaf collection. In other words, I don't understand how the Village has funds for the tree trimming program but not the leaf collection program.

FYI - last year, I got estimates from several tree trimming companies for the 20+ mature oak trees on my property. The Davey company was definitely on the high end of the estimates, although I believe they do good work.

Please toward this further comment. Thank you.

MC

----- Original Message -----

From: "Kimberly Jurco" <Kjurco@village.lincolnshire.il.us>
To: marccolbert@comcast.net
Sent: Thursday, December 2, 2010 11:33:42 AM
Subject: Re: Lincolnshire Leaf Collection 2011

Thank you. Your comments have been received and will be forwarded to the Mayor and Board.

Kimberly Jurco
Public Works Secretary
Village of Lincolnshire
Telephone: 847-883-8600
Fax: 847-883-8608
kjurco@village.lincolnshire.il.us

~ ..Go Green ! Read it from the Screen. Print emails only when necessary.

Kimberly Jurco ~ Leaf Collection - 2011

From: <poppy64@comcast.net>
To: <kjurco@village.lincolnshire.il.us>
Date: 12/3/10 9:04 PM
Subject: Leaf Collection - 2011

As I have many large oak trees on my property and do my own landscaping, I have always considered Lincolnshire's annual leaf collections an extremely valuable service. I assume that the annual brush collection was eliminated this year to save expenses. From my standpoint, that was disappointing, but understandable. If the total cost of annual leaf collection is a major concern, I would suggest that the number of pick-ups be reduced. Eliminating the first pick-up and beginning the collections a week later would not create an undue burden on the many homeowners who use this important service each year.

The Newsletter mentioned that not all residents use this service. I do not see how that is relevant, as I assume the same observation could be made about the majority of discretionary village services, such as park utilization, housewatch, bike paths, etc.

I am sorry that I will not be able to attend the meeting on December 13, but I will be out of town. Feel free to contact me if you have any questions.

Alan Newman
207 Surrey Lane
847 615-0571

Kimberly Jurco -December 13 Meeting / Residential Leaf Program

From: "Bill Chamberlain" <whchamberlain@comcast.net>
To: <kjurco@village.lincolnshire.il.us>
Date: 12/3/10 9:59 PM
Subject: December 13 Meeting / Residential Leaf Program

I saw the article in the recent Lincolnshire Newsletter regarding the upcoming discussion on the leaf program. I wanted to pass along my thoughts on the program.

My first question is why discontinue it? Is it because not enough people utilize the program or is it because the cost is prohibitive? I am a 12 year resident of the village and have used the program every year.

- I love the program and would be very disappointed if it was discontinued. We live on a heavily wooded property and I cannot imagine how long it would take to bag all those leaves!
- If the program were discontinued, I am concerned people would begin to blow more of their leaves into common areas causing a build up of leaves over time. (Especially if they live near wooded common areas)

Here are my preferences:

1. My preference is to leave the program as is.
2. If costs need to be cut, I would suggest starting the program two weeks later. (cutting it from 6 weeks to 4)
3. I would rather move to some type of residential surcharge than to a bagging program. If I have to bag my leaves, I'd probably consider getting a landscape service again.

Regards,

Bill Chamberlain
31 Keswick Court

KimberlyJurco-Leaf Collection 2011

From: "Bob Hiebert" <b_hiebert@comcast.net>
To: <kjurco@village.lincolnshire.il.us>
Date: 12/4/10 8:36 AM
Subject: Leaf Collection 2011

Dear Village Board,

I want to let you know that I feel the leaf program is a very beneficial service provided to Lincolnshire residents. With the very large amounts of leaves that fall on my property as well as the surrounding properties in my neighborhood, the street pickup allows residents with an efficient way to remove leaves from the neighborhoods. I can't imagine the amount of bagging that would be necessary to remove all the leaves that fall and the additional harm to the environment with all the plastic bags that would fill landfills. The other option that could occur without leave pickup is that residents simply would not pickup leaves in an orderly manner and the properties would be unkept and have leaves blowing from yard to yard. I feel the leave program is a very beneficial service and am in favor of keeping the program in place.

Sincerely,

Bob Hiebert
210 Surrey Lane

Kimberly Jurco - Leaf Collection

From: robert skor <robertskor@yahoo.com>
To: <kjurco@village .lincolnshire. il.us>
Date: 12/6/10 3:02 PM
Subject: Leaf Collection

It was very disconcerting to hear that the Village is thinking about eliminating the leaf collection program. This program is very important to preserve the appearance of the community. Without the village's contribution I'm sure many residents will be forced to just leave the leaves in place rather than pay a landscaper to remove them. For those of us trying to sell our homes, a poorly landscaped neighborhood would make things even more difficult than it already is.

In addition with the typical Lincolnshire home having several trees on their lots, bagging them for collection would be next to impossible.

If your looking for savings I strongly urge cut backs in Fire/Police protection as well as top tier administrative salaries/pension plans.

Like the City of Chicago, I would suggest reevaluating pension plans and existing pay scale for all departments.

Robert Skor
9 Dukes Lane
Lincolnshire, IL.

Kimberly Jurco -Leaf Pick Up

From: "Kapecki, Ganin" <GKapecki@AspenMS.com>
To: <kjurco@village.lincolnshire.il.us>
Date: 12/6/10 4:51 PM
Subject: Leaf Pick Up

Kim,

I want to express my concern that the village is considering discontinuing the leaf pick up service.

On the macro-level, this service (along with the already discontinued large branch pick up) underscore attributes that show the village works actively with residents help maintain our most valuable assets..Lincolnshire's natural surroundings. This service is a tangible benefit that make residents life easier and is an attribute that initially attracted me and I'm sure many others to live here.

I realize many residents now have landscaping services that take away leaves. My two sons and I manage our lawn and landscaping and I certainly hate the idea of the village forcing us to now have to consider the process of stuffing what will likely be 100 bags of leaves. I also hate the idea of residents resorting to burning leaves and branches to avoid having to deal with bags...but I'm sure that becomes a very real problem going forward should this change be made.

I hope the village can find a way to maintain this service.

Regards,

Garrin Kapecki
314 Whytegate Court

Ganin Kapecki
Executive Vice President
Aspen MS
0- 630.562.8282
C- 312.371.7895
gkapecki@aspenms.com
www.aspenms.com

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Kimberly Jurco - Residential Leaf Program

From: Carmen Gloria Mufioz <cgloria09@yahoo.com>
To: <kjurco@village.lincolnshire.il.us>
Date: 12/6/10 7:18 PM
Subject: Residential Leaf Program

In regards to the modifications to the Residential Leaf Program provided by the Village to all of us tax payer residents, it is **my opinion it should be continued**. I will not be able to attend the meeting on 12/13/2010, this is why I wanted to send my opinion to you by email.

There is no information in the newsletter about the real reason why this program is being considered for termination, other than "not all property uses it". Well, it may be that 90% of properties do use it, and given that the village and us are so concerned with keeping all trees around (Tree City), no wonder we all have tons of leaves to collect every fall. So I can also guess this is a budget issue. Even then, what is the true cost? Using the theory of economies of scales, no doubt it is cheaper for all village residents to have one organization arrange for this service. And maybe the issue is that the village itself is not as efficient at providing the service? Then why not consider out-source it to a another entity who can deliver the service for less than what the village can do?

We sure all want to find ways to avoid increasing costs during these times, and we sure want the village budget to be balanced. But given the amount of leafs and owners like us to have to deal with them, I think that a solution at the village level would make the most sense.

Requards,

Carmen & Ryan Spohn
6 Buckingham Pl
Lincolnshire

Kimberly Jurco - Leaf collection

From: Carmela Skillman <cskillman.iss@att.net>
To: <kjurco@village.lincolnshire.il.us>
Date: 12/17/10 9:21 AM
Subject: Leaf collection

We just wanted to state that the leaf collection and transport of them for composting is one of the best and green benefits the village offers its residents. This service shows that the village values its trees. The residents in our area definitely use this service having many of the old trees present before the village was founded. We vote to keep the service.

Carmela Skillman
Greg Skillman

Kimberly Jurco - Leaf Collection

From: Linda Caldwell <linda.caldwell@towerswatson.com>
To: <kjurco@village.lincolnshire.il.us>
Date: 12/7/10 12:51 PM
Subject: Leaf Collection

Kim-

I wanted to let you know that our family (i2 Buckingham PI) relies on the leaf collection every year. It is disappointing to see the number of cutbacks in the village this year, including extracurricular activities for our children and the fall leaf branch collection. We rely on this program each and every year and would like to let you/the village know we would very much like to keep this program.

Regards,

Linda Caldwell

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Kimberly Jurco - Leaf Collection

From: James Scherping <jim.scherping@gmail.com>
To: <kjurco@village.lincolnshire.il.us>
Date: 12/8/10 11: 19 AM
Subject: Leaf Collection

KEEP THE LEAF COLLECTION PROGRAM!!

It is my guess that all residents with homes take advantage of the leaf collection program and the small minority of residents living in condo's don't. If this is the case condo owners should not be dictating to the majority!

Jennifer Hughes - Leaf Collection

From: "Belmonti Terry (PT-BNA/CTG)" <Terry.Belmonti@us.bosch.com>
To: "rirvin@village.lincolnshire.il.us" <rirvin@village.lincolnshire.il.us>
Date: 11/29/10 1:03 PM
Subject: Leaf Collection

Bob,

Hi. I was shocked and dismayed to learn about some change in the 2011 leaf collection.

Can you please tell me why the elimination of this is even ... being considered? I just can't believe it. What the heck is going on..? This seems outrageous.

They post this in the newsletter with NO information as to why, alternatives, etc ... and then they want the residents to come to the meeting to find out ...?

Thanks
Terry & Sandra Belmonti
78 Lincolnshire Drive

Best Regards/Saludos/Mit freundlichen GruBen/Jlt3&~J!/Meilleures salutations/Saudacoes/Udvozettel /Met vriendelijke groet

Terry Belmonti (PT-BNA/CTG)

Project Analyst - Supply Chain
Robert Bosch Tool Corporation
1800 W. Central Road
Mount Prospect, IL 60056

Voice 1 (224) 232 - 3272
Fax 1 (224) 232 - 2828
Terry.Belmonti@us.bosch.com

6.2 OTHER VILLAGE SERVICES

Household Village Services

We asked residents about their satisfaction with basic household services provided by the Village

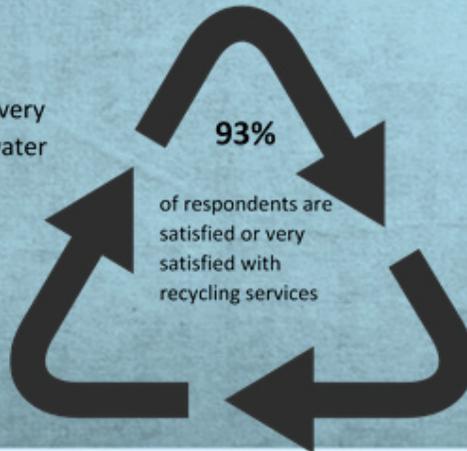


94% of respondents are satisfied or very satisfied with their water pressure

87% of respondents are satisfied or very satisfied with the taste of their tap water



94% of respondents are satisfied or very satisfied with garbage collection services



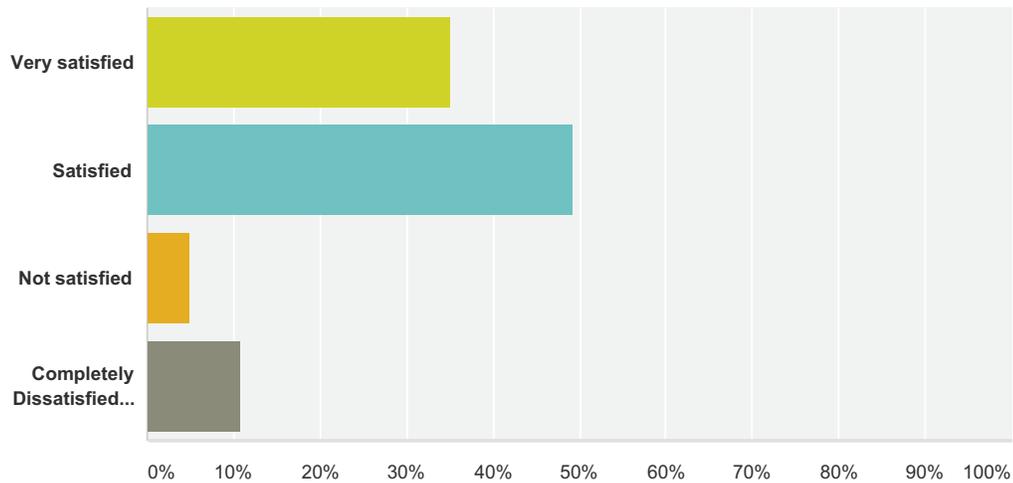
84% of respondents are satisfied or very satisfied with the leaf pickup program



68% of respondents value the leaf pickup program as an essential Village Service

Q31 How satisfied are you with the leaf pick up program?

Answered: 567 Skipped: 100



Answer Choices	Responses
Very satisfied	35.10% 199
Satisfied	49.21% 279
Not satisfied	4.94% 28
Completely Dissatisfied, I would change the following	10.76% 61
Total	567

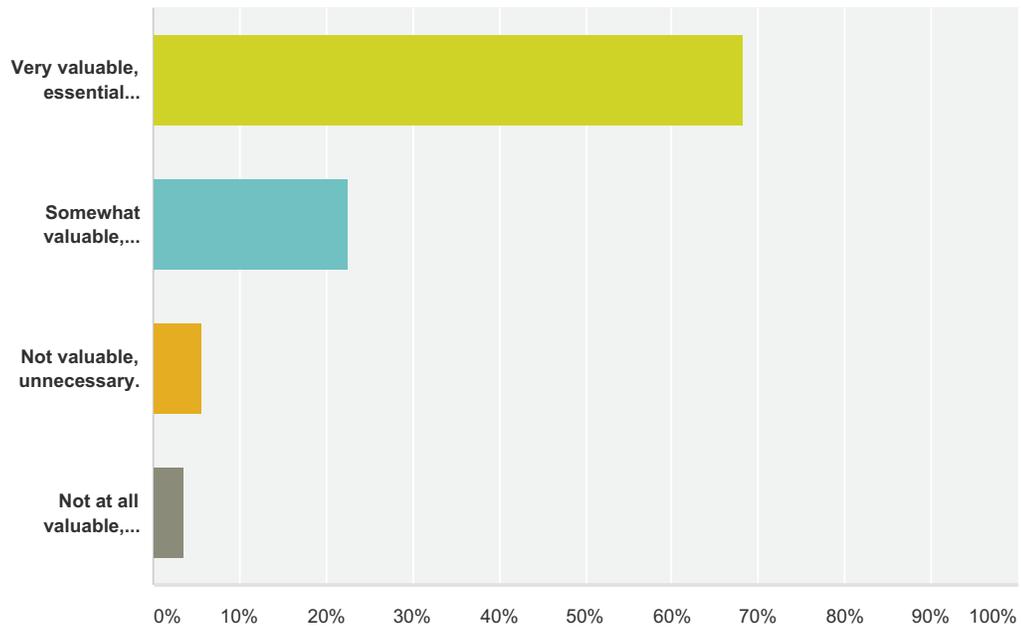
#	Completely Dissatisfied, I would change the following	Date
1	do not use	2/8/2015 9:15 AM
2	Should be done weekly for safety and aesthetics. I would be worth the extra cost	2/6/2015 1:07 PM
3	I'm not completely dissatisfied, but I think that leaf pick-up should be far more frequent.	2/5/2015 12:26 PM
4	get the leaves to be p/u at the unincorporated areas	2/5/2015 10:31 AM
5	Live in Condo--we pay extra for landscaping	2/4/2015 11:40 AM
6	need to work on a quicker system of collection. leaves sit on the curb side and during the fall with windy conditions leaves are back on the lawn and all over the neighborhood. we residents pay for service to clean properties and yet because the leaves sit for some time they are back on the lawns even from neighboring properties.	2/4/2015 10:16 AM
7	The village does a horrible job with leaf pick up.	2/4/2015 9:01 AM
8	because we live on Riverwoods road, we have no leaf picku	2/3/2015 8:38 AM
9	Collection	2/2/2015 6:55 PM
10	Village should be responsible for leaf pick up on any property that they are responsible for mowing in the spring and summer. It just makes sense. This should not be homeowners responsibility, and if it IS - at minimum - no limits should be placed on the number of leaf bags given in order to clean up the leaf mess that really is the village's responsibility.	2/2/2015 3:11 PM
11	Does not apply as I am in a condo complex	2/2/2015 12:12 PM
12	I live in Rivershire and this is funded through our monthly assessment. Is the Village able to offset the Rivershire cost of leaf pick up since we are part of the Village jurisdiction?	2/2/2015 11:57 AM

13	pick up my bags from last fall	2/2/2015 1:19 AM
14	Would like more frequent leaf pick-up	2/1/2015 1:32 PM
15	I hate that the leaves are out in the middle of the street when you drive. you have to swerve into the other lane. Should be on the lawn not the street. But I do like the program,	2/1/2015 1:30 PM
16	putting leaves on the street is very dangerous	1/31/2015 8:40 PM
17	Live in unincorporated Prairie View	1/31/2015 5:15 PM
18	Not often enough	1/31/2015 4:18 PM
19	taken care of by our association	1/31/2015 2:16 PM
20	More often fall season pick ups	1/31/2015 1:29 PM
21	do not use it live at wood creek courts	1/31/2015 11:26 AM
22	Leaf PU could be more often in the height of season. Streets often impassable..	1/30/2015 3:32 PM
23	Stop blocking traffic	1/27/2015 11:07 AM
24	N/A not done by village	1/25/2015 4:24 PM
25	I am not completely dissatisfied, but was very unhappy with the service this year. We had mountains of leaves in our cup-de-sac, which was under construction, and could barely drive through, much less get to our mailboxes. They finally came and took some away on a Friday morning and said they'd be back for the rest after they emptied the truck. They didn't show up for over a week! I ended up raking most of the huge pile of wet leaves in front of the mailbox over to the other side of the driveway.	1/24/2015 3:57 PM
26	N/A See above. Same applies to #32	1/24/2015 9:50 AM
27	more pick up if weather permitts	1/24/2015 9:35 AM
28	leaves in street are a MAJOR safety issue especially with no sidewalks. It is out of control and something needs to be done especially on Halloween!!!	1/23/2015 10:16 PM
29	n/a	1/23/2015 7:43 PM
30	Needs to be done more often; creates street walking, parking, and driving issues	1/23/2015 7:39 PM
31	We do not receive this service	1/23/2015 4:36 PM
32	while I like the service - I do not like the safety issue created for kids when leaves pil up in the streets	1/23/2015 2:32 PM
33	we need to consider collecting leaves on peoples properties like they do in Deerfield , not on the street which causes untold congestion and mess with cars driving through it .	1/23/2015 2:31 PM
34	This is an area that the village needs to make a priority. We have so many trees that drop an enormous amount of leaves starting at the beginning of September, yet I do not see village leaf pick-up vehicles out until late October. The leaf vacuuming vehicle is laughable--it blocks the street and I have had to wait to get past it on several occasions. It doesn't seem like a very efficient way to pick up the sheer volume of leaves that we have as a village. The corner of Cornell and Reliance is a joke. There are huge piles of leaves on the street waiting to be picked up for weeks on end, and every single day school busses and cars have to take turns going "single-file" on that curve just to get past each other. It's ridiculous. The parks and village paths also need leaf pick-up attention. Leaves collect in our parks and on our paths until the snow falls, then they decompose and become a mess in areas that people need to walk or use for leisure activities. Leaf pick-up needs an overhaul and needs to be made a top priority in the village.	1/21/2015 2:33 PM
35	Use lawn care service	1/21/2015 12:10 PM
36	Don't use	1/21/2015 9:39 AM
37	I am satisfied with our leaf program, but suggest there be requirements put on lawn services that put leaves anywhere they can, which makes our narrow streets nearly impossible to drive safely on them. Also, would suggest an off load area or truck for the vacuum truck so they don't have to have so much down time driving to & from the assigned drop area.	1/19/2015 1:19 PM
38	I live in unincorporated Lincolnshire - this does not apply to me	1/19/2015 11:39 AM
39	Leaves are not picked up often enough and driving can get hazardous	1/16/2015 5:44 PM
40	n/a	1/16/2015 8:08 AM
41	I think that on streets that flood, pickup needs to be weekly	1/14/2015 5:52 PM

42	we have a service at the condo	1/14/2015 11:40 AM
43	I would not charge residents for this service	1/13/2015 7:31 PM
44	I'm not completely dissatisfied; instead of 1 week one side pickup on Oxford then the otherside; can't they be picked up continuously therefore the piles aren't as high; also have leaves picked up on lawns so streets aren't as dangerous	1/13/2015 6:25 PM
45	Why does the village not think about condo residents?	1/13/2015 12:49 PM
46	Will not pick up even one leaf off the curb	1/12/2015 1:50 PM
47	we need to find a way to have folks put leaves on yard, but not in gutter. if we get a large rain, storm drains backup and we risk flooding - its happened to our basement in past, so everytime we see leaves in street and large rain forecast we get nervous. has to be a better way.	1/11/2015 8:38 AM
48	do not get leaf pick up (on duffy lane)	1/10/2015 5:51 PM
49	Do not use	1/10/2015 4:22 PM
50	Nobody has ever picked up our leaves.	1/10/2015 9:02 AM
51	A note about responses to questions 27-32: I'm not dissatisfied, but in future surveys, you might want to include an option for unincorporated Lincolnshire, which doesn't receive many town services. I would LOVE it if this service could be extended to the unincorporated areas of the town.	1/9/2015 6:00 PM
52	I am satisfied but would like to add the comment that the collectors tend to be obtuse to residents trying to drive in their neighborhoods. I personally sat behind a leaf collection truck for a good 6 or 7 minutes before they stopped collecting and moved to let me go by.	1/9/2015 5:34 PM
53	Not applicable; live in condo	1/9/2015 4:38 PM
54	NA	1/9/2015 2:43 PM
55	they should start collecting earlier wher some leaves fall early	1/9/2015 1:39 PM
56	Specify and enforce when leaves are to be put at the curb for pick up. Navigating piles of leaves for 6 weeks is dangerous especially when walking dogs.	1/9/2015 1:28 PM
57	NA	1/9/2015 9:41 AM
58	Don't use	1/8/2015 5:44 PM
59	Pick up started too late this year. Haloween was hazardous due to large piles in the streets. Modify schedule to account for changes by year. They don't drop at the same time each year	1/8/2015 5:30 PM
60	Not applicable live in Wood Creek Court	1/8/2015 4:48 PM
61	Not an issue at Sedgebrook	1/8/2015 2:34 PM

Q32 How much do you value leaf pickup as a Village service?

Answered: 567 Skipped: 100



Answer Choices	Responses
Very valuable, essential service.	68.25% 387
Somewhat valuable, optional service.	22.57% 128
Not valuable, unnecessary.	5.64% 32
Not at all valuable, service should be discontinued.	3.53% 20
Total	567

EXHIBIT A

MINIMUM CUSTOMER SERVICE STANDARDS

1. **COMPLAINTS GENERALLY.** The CONTRACTOR shall cooperate with the VILLAGE in minimizing complaints from the Customers. A failure of the CONTRACTOR to address a failure, with a specific resident, for more than four weeks, will result in a refund of the quarterly fee for waste, recycling and/or landscape collection – whichever collection(s) failed to occur. A consistent pattern of failure to address complaints, or violations shall entitle the VILLAGE to exercise the remedies provided in this AGREEMENT.

2. **INITIAL RESPONSE.** The CONTRACTOR shall give all complaints received prompt and courteous attention. The CONTRACTOR shall respond personally to every Customer from whom a complaint is received within twenty-four (24) hours or next business day after receipt of such complaint; except that, if the CONTRACTOR receives a complaint about a missed scheduled collection, then the CONTRACTOR shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this AGREEMENT, then the CONTRACTOR shall cause such collection to be made within twenty-four (24) hours after receipt of such complaint. Where any dispute arises between a Customer and the CONTRACTOR as to the manner of placing waste or the nature of the contents or the like, the CONTRACTOR agrees in the specific instance to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the CONTRACTOR shall immediately report the controversy to the Customer and the VILLAGE for settlement before additional collection becomes necessary in order to avoid further disputes or disagreements between Customer and the CONTRACTOR's employees.

3. **REFERRAL TO VILLAGE.** If the CONTRACTOR is unable to resolve a complaint in a manner satisfactory to both the CONTRACTOR and the Customer, then the CONTRACTOR, shall deliver, within forty-eight (48) hours after receipt of such complaint, notice of such complaint to the VILLAGE; said notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and the CONTRACTOR's response to the complaint. The VILLAGE or its designee shall arbitrate each such complaint, and the VILLAGE or its designee's decision concerning each such complaint shall be final and binding on the CONTRACTOR and the Customer.

4. **ANSWERING CALLS.** During normal business hours and under normal operating conditions a customer service representative shall answer the telephone access line. Except during unusually heavy call periods due to pick-up delays caused by weather or other events beyond the CONTRACTOR's control, ninety percent (90%) of the calls made to the customer service center shall be answered within forty-five (45) seconds. The forty-five (45) second standard includes wait time or time spent "holding" for a customer service representative. The CONTRACTOR shall notify the VILLAGE when the unusual call period occurs.

5. **BUSY SIGNALS.** Callers placing calls to the customer service center shall receive a busy signal no more than five percent (5%) of the time.
6. **TRANSFERRING CALLS.** During normal business hours, if after initially addressing a caller's concern, the customer service representative determines that the call should be transferred to another representative of the CONTRACTOR, the caller shall be connected with such other customer service representative within forty-five (45) seconds thereof.
7. **HANG-UPS.** Incoming telephone calls from Customers shall not exceed an abandonment rate of five percent (5%).
8. **COMPLIANCE RATE.** During normal business hours except during unusually heavy call periods due to pick-up delays caused by weather or other events beyond the CONTRACTOR's control, the minimum standards set forth in this AGREEMENT shall be met no less than ninety percent (90%) of the time, measured on a monthly basis. Reports shall be provided to the VILLAGE on a quarterly basis providing a log of the inquiries received and action taken to address the inquiry. If the VILLAGE, in its sole discretion, feels it is necessary, a log providing data which tracks the customer service representatives adherence to the standards set forth in this AGREEMENT will be required to be distributed to the VILLAGE on a monthly basis; provided; however, the VILLAGE acknowledges that the CONTRACTOR currently does not have the technical ability to generate such a detailed tracking log and the CONTRACTOR will be allowed a reasonable period of time to upgrade its telephone system as necessary to comply with this requirement. If a review of the records indicates a clear failure of the CONTRACTOR to comply with the minimum standards set forth in this AGREEMENT, then the VILLAGE reserves the right to require the CONTRACTOR to implement modifications to its customer service center to bring it into compliance. Repeated failure of the CONTRACTOR to gain compliance with the Minimum Customer Service Standards shall be deemed a material breach of this AGREEMENT pursuant to Section 20 hereof.
9. **CUSTOMER SERVICE QUALITY.** The CONTRACTOR is expected to provide excellent customer service in response to a customer telephone call. The CONTRACTOR shall provide accurate information to the customer. Each quarter the VILLAGE may contact the customer service department as designated by the CONTRACTOR. The VILLAGE may make a minimum of five (5) calls to CONTRACTOR's customer service center. The VILLAGE shall provide the customer service center with a name and address of a residential account. CONTRACTOR's customer service representative will be asked to respond to the following questions:
 1. Provide the correct service rates.
 - A. Municipal Waste Service
 - B. Recyclable Materials Service
 - C. Landscape Waste Service
 - a. Subscription
 - b. Tag Price
 2. Municipal Waste, Recycle Materials and Landscape Waste collection day

3. Landscape Waste collection season start and end date
4. Special pick-ups
 - A. Price
 - B. Eligibility
5. Schedule a collection
6. Know collection day
7. White goods pick-up
8. Cart set-out time
9. Annual clean-up start and end date.
10. Knowledge that individual residents are not required to have waste, recyclable and/or landscape waste collection.

9. **CUSTOMER SURVEY RESULTS.** The VILLAGE shall provide a copy of the customer survey to the CONTRACTOR. The survey shall include the date, time and name of customer service representative contacted. If the customer service representative fails to correctly answer ninety (90) percent of the customer service questions, then the VILLAGE shall provide an Unsatisfactory Customer Service Notice to the CONTRACTOR.

10. **UNSATISFACTORY CUSTOMER SERVICE NOTICE.** Upon receipt of the Unsatisfactory Customer Service Notice, the CONTRACTOR shall prepare and submit a plan to correct and improve customer service within fifteen (15) days. The VILLAGE shall survey the CONTRACTOR again within the next thirty (30) days. If the customer service representative fails to correctly answer ninety (90) percent of the questions, then the VILLAGE shall provide a Second Unsatisfactory Customer Service Notice.

12. **FAILURE TO TAKE CORRECTIVE ACTION.** If the CONTRACTOR fails to take corrective action, to the satisfaction of the VILLAGE, after a Second Unsatisfactory Customer Service Notice within each quarterly period of this AGREEMENT and any extensions hereof, it may be deemed a material breach of this AGREEMENT pursuant to Section 20 hereof.



**REQUEST FOR BOARD ACTION
Regular Village Board Meeting
August 8, 2016**

Subject: Consideration, Discussion of a Proposal from Waste Management for contractual leaf pick-up service contingent upon a Renewal of the Village's current Wastehauler Contract (Village of Lincolnshire)

Action Requested: Consideration, Discussion and Direction from the Village Board

Originated By: Bradford H. Woodbury, Public Works Director

Referred To: Village Board

Summary / Background:

Leaf Pick-Up Service Overview

The Village has conducted leaf collection for its residents since the early 1970's. In the past, Village staff not only collected the leaves but then hauled them away for disposal. For at least the last fifteen years, the Village has contracted hauling and disposal services. Throughout the past several years the Public Works department has conducted leaf collection service at a significant cost to the Village.

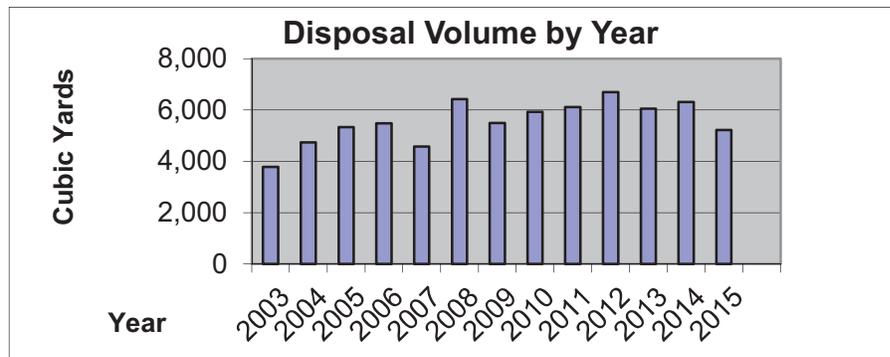
The leaf program commences the third Monday in October and concludes the last Friday in November for a total of six weeks. The Village collects leaves along all public residential streets. The Village does not service private subdivisions, condominium complexes, or commercial areas. Staff estimates 1,200 residential properties participate in the leaf program. Collections are made on alternating weeks for the neighborhoods situated east or west of Riverwoods Road. Properties west of Riverwoods Road are scheduled for five weeks, while properties east of Riverwoods Road are scheduled for four weeks. During week 6, personnel pick up leaves from residential areas on both sides of Riverwoods Road.

The volume of leaves picked-up varies by week. Atmospheric conditions, such as a hard freeze or heavy rain, can have a significant impact on the volume. Thus, the amount of equipment and manpower assigned to the program can vary day-to-day and week-to-week.

The Village's leaf collection program involves utilizing three trailer-mounted, self-contained leaf machines. Two of the machines have a 14 cubic yard capacity. These machines are pulled by pickup trucks. The third machine has a 25 cubic yard capacity and is pulled by a six-wheeled dump truck. At the peak of leaf season, all three machines are utilized. A driver and an operator are assigned to each machine. The Public Works Director inspects the streets and assigns crews to the appropriate streets. The Public Works Fleet Division has two employees which prep the machines prior to the start of the season and before each day's work. They also make repairs as necessary to maximize operational time of the machines. Village crews transport the collected leaves to a central transfer point at 45 Londonderry Lane. From there, a private contractor transports the leaves in semi-trailers to a farm for composting.

Volume

In the last ten years, the volume of leaves disposed has steadily grown. This change in volume is due to the increase in numbers and sizes of trees throughout the Village; the expansion of the Village limits over the past decade; as well as the increase in residents taking advantage of the program in lieu of utilizing a private landscaper to remove the leaves. Village Public Works staff collected data by filling out log sheets during every shift to document a total annual volume of leaves collected by Staff during each particular year. This data is shown on the following graph. The difference between the volume collected and the volume disposed is explained by the fact that the leaves are continually decomposing and losing moisture while they are stockpiled at the Village's yard.



Resident Participation

Based on data collected in 2011, staff estimates 70% of single family residences in the Village participate in the Leaf Pick-Up program. Staff interprets this data to mean that 70% of the eligible properties or 1,200 of the 1,707 homes participate in the program. The Village has a total number of 2,539 residential units in the Village, which includes single-family, townhome, and condominium residences. Based upon data collected previously, approximately 1,200 of the 2,539 residential properties in the Village, or 47 % of all residential units, participate in the program.

Manpower

Each leaf machine is staffed by two employees. The Village deploys as many as three machines at any given time. Additionally, Village fleet mechanics provide maintenance and repairs to the equipment. The Public Works Director oversees the program and also responds to residential inquiries about the status of pick-up.

Program Expenditures:

1. Man hours: Man hours required for program preparation, execution, and completion. This includes equipment set-up and maintenance, site preparation, leaf pick-up and disposal, and clean-up operations. Averages of approximately 1,568 man hours are spent annually with 171 hours being overtime. Total man hours vary depending on emergencies and other extenuating circumstances.
2. Equipment: For leaf pick-up: 1 two-ton dump truck, 1 one-ton pick-up, 1 one-ton dump trucks and 2 ODB SCL800TM14 leaf loaders and 1 ODB SCL800TM25 leaf loader at 1,485 hours each.

3. Leaf Disposal: 6,660 Cubic Yards collected.
 2015 total of 5,510 cubic yards disposed of at \$8.00 per yard totaling \$44,080.00.

Annual Lincolnshire Leaf Service Program Cost

Labor (Avg. of employee hourly rate)	\$30.56
(Avg. of employee overtime rate)	\$45.84
Leaf Pick-up Straight Time (\$30.56 X 1,397 hrs.)	\$42,692.32
Leaf Pick-up Overtime (\$45.84X171 hrs.)	\$7,838.64
Equipment Repair Straight Time(\$30.56 X 76.5 hrs)	\$2,337.84
Equipment Repair Overtime (45.84 X 60 hrs.)	\$2,750.40
TOTAL LABOR	\$55,619.20
Equipment:	
Annual Amortized Expense (depreciation)	\$12,916.66
Parts and Materials	\$8,719.19
Fuel	\$7,090.80
Purchase of a leaf machines	\$43,700.00
TOTAL EQUIPMENT	\$72,426.65
Leaf Disposal:	
Contractual Leaf Removal	\$58,000 in 2016 Budget
Purchase of Leaf Bags Distributed	\$3,000
TOTAL DISPOSAL	\$61,000.00
TOTAL ANNUAL PROGRAM EXPENSE	\$189,045.85

Waste Management Proposal Cost

Waste Management has proposed a Leaf vacuum service to Village residents as currently serviced with three passes each side of town at an annual cost of \$90,000.00 per year billed to the Village, starting mid-October each year. This option is with the Village paying for disposal separately. Staff would currently budget to keep the disposal of leaves through a separate contract at the cost of \$58,000.

The total cost of Leaf Pick Up Service to the Village Entering into a contract with Waste Management is as follows:

TOTAL ANNUAL OUTSOURCING COST	\$90,000.00
<u>TOTAL ANNUAL DISPOSAL COST</u>	<u>\$58,000.00</u>
TOTAL PROGRAM EXPENSE OUTSOURCED	\$148,000.00

If Waste Management disposes of the leaves, the price is \$1,084.00 per load for disposal in addition to the charge to pick up the leaves. This would include the loading, transportation and disposal of the leaves. The Village has averaged close to 350 loads per year. Disposal of

leaves through Waste Management would cost well over \$400,000 and would be cost prohibitive to the Village. Currently the Village is under the final year of the leaf hauling disposal contract with Ramirez Trucking at an annual cost of \$58,000.00. Therefore Staff recommends continuing to outsource the disposal of leaves separately rather than through Waste Management.

Waste Hauler Contract Renewal

Waste Management has been under contract with the Village since 1996. Over the course of the past twenty years the contract was re-bid in 2009 and renewed once in 2012. The current contract is eligible for an additional renewal period of sixty (60) months in 2017. Over the past several years, Village staff has received favorable feedback from a majority of residents regarding Waste Management. Furthermore, the Waste Management team has been very cooperative in working with Staff to mitigate any waste hauling related issues. Village Staff met with Waste Management on several occasions over the past two (2) years to investigate the possibility of outsourcing the Village’s leaf pick-up program.

On June 8, 2016, Waste Management provided the Village a proposal agreeing to perform Leaf Pick-Up service for the Village contingent upon the Village renewing the current service agreement for a period of no less than sixty (60) months.

Waste Management has proposed the following:

The Village agrees to a five (5) year contract extension/proposal which includes the following items:

1. Continued waste, recycling and landscape service schedule as we do now, including a weekly bulk item collection as offered in the previous contract.
2. Continued services to Village facilities at no charge.
3. Waste, Recycling collection services for Village events such as the Taste of Lincolnshire and 4th of July Events at no charge.
4. Waste Management will agree to hold the current residential rate for all services for the first year of the extension period. The proposed year one pricing as follows:

Type of Service	Current Rate	1/1/2017 Rate
35g Limited Service	\$17.78	\$17.78
64g Limited Service	\$18.90	\$18.90
96g Limited Service	\$20.03	\$20.03
35g Unlimited Service	\$18.43	\$18.43
64g Unlimited Service	\$19.97	\$19.97
96g Unlimited Service	\$21.10	\$21.10
Trash/Yard waste Sticker	\$3.13	\$3.13
Seasonal Yard Waste	\$167.50	\$167.50
Senior Discount 10%	10%	10%

5. Annual adjustments for years 2-4 subject to the CPI with a floor of 2.0% and a ceiling of 4.0% per year which would apply to both the Leaf pick-up service and Wastehauling contract.
6. Leaf vacuum service to the Village residents as currently serviced with three passes each side of town in the amount of \$90,000.00. Disposal fees would be approximately \$1,084.00 per load should the Village elect this option.
7. Food scraps will be able to be mixed with the yard waste during yard waste season for no additional charge. We do require that residents use a rigid container and plastic/compostable bags are not allowed. This program is contingent on local processing and economics. WM is willing to discuss a program that would include year round service if the Village were interested.
8. Waste Management will collaborate with the Village on targeting local businesses to carry trash/yard waste sticker with the goal of having at least three outlets.

Additional Services to Consider:

An optional service Waste Management is offering a new program called the "At Your Door Service." This service was created to help off-set the loss of Electronics Recycling sites through SWALCO as well as offer a convenient way to dispose of household hazardous waste rather than take it to a drop off location. This special collection service provides residents with front-porch service to remove the difficult, sometimes hazardous and hard-to-recycle items almost every household accumulates. These items include pesticides, household chemicals, sharps, electronic waste, batteries, fluorescent lamps, automotive waste products (including oil), paints, thinners. Staff has traditionally received a high volume of annual calls from residents asking how to properly recycle these items. Waste Management would offer this service at an additional Village-wide charge of \$1.25 per home per month. This cost could be built into the regular monthly rate. Staff feels this would be an extremely beneficial service to residents; however, direction from the Village Board on whether or not to pursue such a program is requested.

Budget Impact:

The proposal received from Waste Management was to perform leaf pick-up service in the amount of \$90,000.00 for a 6-week pick-up program. Even when factoring in the cost of staff oversight of this contract, the proposal from Waste Management is significantly less than what the Village currently spends to provide this service. If the leaf pick-up program were to be contracted out, it would eliminate the need to replace a leaf machine every three years leading to a savings of approximately \$337,000.00 over the next 10 years; based upon the current 10-Year Capital Plan. In the near term, staff would advocate keeping one machine to use in the event a leaf pick-up issue arises in the field.

By not performing leaf collection in-house, approximately 1,568 maintenance hours will be freed for other higher level public works activities, and approximately 136.5 fleet service hours will be freed for other fleet maintenance activities. While the freeing up of staff resources is not a direct budget saving, eliminating the equipment and fuel expenses would save approximately \$73,000.00 per year.

Service Delivery Impact:

In order to maintain the high level of service our Village residents expect, Village Staff wanted assurance that Waste Management was qualified in that they possessed the proper equipment

and personnel necessary to provide this service. Currently, Waste Management performs leaf pick-up service in Lake Zurich, Grayslake and Gurnee. Staff contacted these municipalities and received extremely positive input with regards to the leaf pick-up service. Contracting leaf pick-up will free up approximately 1,600 man hours which would allow Staff to perform higher level maintenance activities. These activities include providing support at North Park for athletic field maintenance to assist with mowing, field set-up, field painting, building maintenance and other tasks. Additional Staff would also be freed up to assist with storm sewer infrastructure maintenance (catch basin repair, flushing and cleaning), engineering related field inspections, Boo Bash preparation, natural area and open space maintenance (brush mowing, invasive weed removal, buckthorn removal, prescribed burning, path restoration), in-house hazardous tree removals and extensive parks related maintenance.

Recommendation:

Staff recommends the Village considering entering into a Professional Service Agreement with Waste Management for contractual leaf pick-up service in the amount of \$90,000.00 and renewal of the current waste hauler contract with Waste Management for a period of sixty (60) months.

Reports and Documents Attached:

- Proposal from Waste Management – Including Leaf Pick-Up Service
- At-Your-Door Service Informational Brochure
- Current Waste hauler Contract

Meeting History	
Committee of the Whole Meeting	July 25, 2016

**EXCLUSIVE AGREEMENT FOR COLLECTION,
DISPOSAL OR MANAGEMENT OF RESIDENTIALLY GENERATED MUNICIPAL
WASTE, RECYCLABLES AND LANDSCAPE WASTE**

WHEREAS, the **VILLAGE OF LINCOLNSHIRE**, ("the **VILLAGE**") desires to enter into (or extend) an agreement for municipal waste, recyclables and landscape waste collection, disposal or management (the "**AGREEMENT**") from residences within the **VILLAGE** by a single waste hauler, **WASTE MANAGEMENT** (the "**CONTRACTOR**"); and

WHEREAS, the **VILLAGE** wishes to provide for the health and welfare of its residents while providing the best value in services and believes that the public interest will be best served by entering into an **AGREEMENT** which will provide a single waste collector with the exclusive right to collect, dispose or manage municipal waste, recyclables and landscape waste from residences; and

WHEREAS, the **VILLAGE** recognizes that a single waste collector will reduce the number of heavy vehicles in the **VILLAGE** and better preserve and protect the public streets within the **VILLAGE**; and

WHEREAS, the right of a municipality to enter into an exclusive **AGREEMENT** with a single residential waste collector is contemplated by both Illinois statutory law (65 ILCS 5/11-19-5) and the Illinois Supreme Court in Strub v. The Village of Deerfield, 19 Ill. 2d 401, 167 NE.2d 178 (1960); and

WHEREAS, the **CONTRACTOR** represents that it has the equipment and personnel necessary to perform its responsibilities under this **AGREEMENT** and is ready, willing and able to perform hereunder;

NOW, THEREFORE, it is hereby mutually understood and agreed by and between the **VILLAGE** and the **CONTRACTOR** as follows:

1. Scope of Work. The **CONTRACTOR** shall perform residential collection, disposal or management of Municipal Waste (as hereinafter defined), Recyclable Materials (as hereinafter defined) and Landscape Waste (as hereinafter defined) (hereinafter collectively referred to as "the Work") within the **VILLAGE** at all individual residential dwellings and Westminster Woods. The **CONTRACTOR** shall, at its sole cost and expense, furnish all labor, equipment, materials, supplies and the like to accomplish said collection and disposal services as described herein under the terms and conditions set forth herein.

2. Term. The **CONTRACTOR** shall commence work on January 1, 2012 (the "Start Date") for an initial sixty (60) month term with an option, if exercised by the **VILLAGE** in writing at least ninety (90) days prior to the expiration of the initial term or an extended term, to extend the **AGREEMENT** for one (1) additional sixty (60) month term, subject to the **VILLAGE'S** right to terminate this **AGREEMENT** as provided in Section 20 hereof.

3. Entire Agreement. This **AGREEMENT** constitutes the entire and only agreement between the parties relating to the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral.

4. Reporting. The **CONTRACTOR** shall prepare and submit to the **VILLAGE** and to the Solid Waste Agency of Lake County, Illinois (Agency), reports detailing solid waste disposal, recycling materials and landscape waste for the previous month, including without limitation, recycling participation rate, the amount of solid waste, recyclables or landscape waste collected; and, the vendor purchasing or receiving the recyclables and the facilities receiving the waste materials. Reports shall be submitted quarterly, not later than thirty (3) days following the end of the quarter.

5. Services to be rendered in Workmanlike Manner. The services to be rendered by the **CONTRACTOR** herein shall be performed in an orderly, efficient and workmanlike manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the **VILLAGE**. All property, which suffers damage caused by the **CONTRACTOR**, including, but not limited to sod, mailboxes, or gardens, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage. The costs of such repairs or replacement shall be borne solely by the **CONTRACTOR**. **CONTRACTOR** shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear expected. The **CONTRACTOR** shall replace lids or covers on containers immediately after emptying. **CONTRACTOR'S** employees shall close all fence gates both upon entering and leaving premises and shall not cut across rear, front, or side yards, or flower beds to adjoining premises without permission of the owner.

6. Schedule. The starting time for the pick-up service described herein shall not commence earlier than 7:00 a.m. and end no later than 5:00 p.m. on the Wednesdays of each week. Pick up service on any other days or at any other times must be specifically approved by the **VILLAGE**, with the exception of individual missed collections which would be completed within 24 hours of notification. Non-collection due to agreed upon holidays shall be the following day. Holidays to be observed by the **CONTRACTOR** are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

7. Brochure. Upon execution of this **AGREEMENT**, the **CONTRACTOR**, at its expense, shall be required to develop, print and distribute to all single family residential customers, residents of Westminster Woods, and all new customers a brochure, approved by the Village, establishing regular service throughout the **AGREEMENT** period and explaining the refuse, recycling and landscape waste programs covered under this **AGREEMENT**. The brochure will include a method for residents to change their refuse, recycling and landscape waste services. The brochure shall be updated and distributed on an annual basis during the term of this **AGREEMENT** and any extensions.

8. Employees. In the event that any of the **CONTRACTOR'S** employees is deemed, in the reasonable discretion of the **VILLAGE**, to be unfit or unsuitable to perform the services required under the terms of this **AGREEMENT**, then, upon request of the **VILLAGE**, the **CONTRACTOR** shall take appropriate action to require such employee to properly discharge

his/her duties and, if that cannot be achieved, then remove such employee from work within the **VILLAGE** and replace him/her with a suitable and competent employee.

9. Minimum Customer Service Standards. The **CONTRACTOR** shall maintain an office and telephone toll free, for the receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the **CONTRACTOR** shall immediately investigate; and if verified, shall arrange for pick-up of said refuse within 24 hours after the complaint is received. The **CONTRACTOR** shall report monthly to the **VILLAGE** the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to the **VILLAGE** for inspection at any reasonable time. Additional provisions relating to Minimum Customer Service Standards are contained in Exhibit A, a copy of which is attached hereto and made a part hereof.

10. Designated Agent. The **CONTRACTOR** shall designate in writing the person to serve as agent for the **CONTRACTOR** and liaison between the **CONTRACTOR** and the **VILLAGE**. The **CONTRACTOR** shall provide to the **Village** a direct line telephone number for this agent. The **CONTRACTOR** shall notify the **Village** of any changes to the agent within twenty-four (24) hours. The **CONTRACTOR** shall arrange for one of its representatives to stop at the **VILLAGE** Hall on a periodic basis, as determined by the **VILLAGE** and **CONTRACTOR**, to discuss any problems or missed collections called into the **VILLAGE**.

11. Compliance With Law. The **CONTRACTOR** shall comply with all applicable laws, ordinances, rules and regulations of any federal agency, the State of Illinois, County of Lake or the **VILLAGE** relating to the services required under the terms of this **AGREEMENT**.

The **CONTRACTOR** shall be required to obtain a permit from the **VILLAGE** under the **Village's** Ordinance(s) for the individual residential and Westminster Woods collection services which it performs hereunder. The **CONTRACTOR** shall comply with the provisions of this **AGREEMENT** regarding the collection services which it performs in the **VILLAGE** regardless of whether or not they are required by the **Village** Ordinance(s). In performing collection services, the **CONTRACTOR** shall be required to also comply with the provisions of the **Village** Ordinance(s) to the extent that they do not conflict with the **CONTRACTOR'S** obligations under this **AGREEMENT**.

12. Number of Residential Units Serviced. The **CONTRACTOR** shall maintain an accurate count by individual streets of all residential units to be serviced under the terms of this **AGREEMENT**. The **CONTRACTOR** must provide an annual accounting of the number of residential units receiving service. This number shall be provided within thirty (30) days of each anniversary date of this **AGREEMENT**.

13. Assignment. The **CONTRACTOR** agrees that neither this **AGREEMENT** nor any part thereof, may be sublet or assigned without the written approval of the **VILLAGE**. For purposes hereof, the transfer of 50% or more of the shares of stock in the **CONTRACTOR** corporation shall be deemed an assignment and be subject to the approval of the **VILLAGE**. Unless the **VILLAGE** has granted its written approval, neither the subletting nor assigning of this

AGREEMENT, or any part thereof, will relieve the **CONTRACTOR** of any of its liabilities under the terms of this **AGREEMENT**.

14. Program Descriptions

(A) Residential Waste Collection

(1) Definitions:

- (a) Municipal Waste: means garbage, general household and commercial waste, industrial lunchroom or office waste, and other material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities, under 415 ILCS 5/3.290 which are not defined as Recyclable Materials or Landscape Waste.
- (b) Bulk Item: An item of Municipal Waste which one person can collect and weighs less than fifty (50) lbs. Appliances weighing over fifty (50) lbs are subject to special pick-up and optional service as provided herein.
- (c) Pay-Per-Bag/Tag System: The Pay-Per-Bag/Tag system may be used, as provided herein, by residential customers who do not wish Subscription Service for Landscape Waste Collection or who select to have “limited” waste collection. The **CONTRACTOR** shall provide such tags, at its cost, in sufficient numbers, as needed from time to time, to the **VILLAGE** for distribution at the **VILLAGE** Hall and shall make arrangements for the distribution of such tags with at least two (2) retail establishments within the **VILLAGE** or in close proximity to the **VILLAGE**, to be approved by the **VILLAGE**, such as grocery stores, hardware stores and home improvement stores.
- (d) Disposal: All Municipal Waste, as defined in this section, shall be removed from the **VILLAGE** at the close of each day of collection, and shall be disposed of at a Solid Waste Agency of Lake County – designated lawfully operated pollution control facility(ies) at the **CONTRACTOR’S** sole expense. The Agency-designated facilities in operation at the time of execution of this Contract are the Countryside Landfill in Grayslake, the Veolia/Zion Landfill in Zion and the Pheasant Run Landfill in Kenosha County, Wisconsin. Notwithstanding the foregoing, the **VILLAGE** reserves the right to direct the location of disposal to a pollution control facility that commences operations after the date of this

Agreement and utilized technology that results in a substantial increase in the beneficial reuse of such Municipal Waste when compared with the pollution control facility being used by the **CONTRACTOR**, provided that any increase or decrease in costs arising therefrom shall be negotiated to reflect the increase or decrease with the **CONTRACTOR**.

- (e) Equipment: The **CONTRACTOR** agrees to collect all **VILLAGE** waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the **CONTRACTOR** will use care to see that no litter or scattering of waste material occurs by providing a suitable covering.

- (2) Frequency of Collection: Once-per-week.

- (3) Containers: Except as otherwise provided herein, residential customers shall select to use 93 gallon, 64 gallon or 35 gallon enclosed carts for Municipal Waste which are owned and maintained by the **CONTRACTOR**. The **CONTRACTOR** shall provide new residential customers with such carts prior to starting service.

- (4) Service Levels: Throughout the term of this **AGREEMENT** and any extensions hereof, the **CONTRACTOR** shall provide the following levels of services at the charges provided herein. No change in the level of service or charge shall be made by the **CONTRACTOR** unless approved by the **VILLAGE** in writing. Individual homeowner's have the right to refuse any level of waste collection services.
 - (a) Unlimited Service: Unlimited collection of Municipal Waste with existing 93 gallon carts, 64 gallon carts and 35 gallon carts and for Municipal Waste that cannot fit into those carts must be placed in a plastic or metal container or bag that does not exceed a weight limit of fifty (50) pounds. Unlimited collection also includes one bulk item and unlimited collection of Recyclable Materials in a 64 gallon or 96 gallon cart. The charge for this service is identified in Exhibit B.

 - (b) Limited Waste Collection: Limited collection shall mean, Municipal household waste to be placed at the curb shall be limited to the waste placed in subscribed existing 93 gallon

cart, 64 gallon cart or 35 gallon cart provided by Waste Management. Any additional waste shall require a Waste Management sticker be placed a plastic or metal container or bag that does not exceed a weight limit of fifty (50) pounds. Limited collection also includes one bulk item and unlimited collection of Recyclable Materials in a 64 gallon or 96 gallon cart. The charge for this service is identified in Exhibit B.

- (c) Senior Program: Residents 65 or older are eligible for a 10% discount for Municipal Waste based on the service level they select. The charge for this service is identified in Exhibit B.
- (d) Back Door Collection: Residents wishing to subscribe for back door collection may do so for an additional \$10 per week over their regular subscription level. All waste materials to be collected shall be easily accessible to the **CONTRACTOR**.
- (e) Special Pick-Up: All other solid waste materials not heretofore provided for shall be collected and disposed of in unlimited quantity as a special pick-up at a rate as identified in Exhibit C. Such items shall include auto parts, and large amounts of building materials (including lumber, structural steel, concrete, bricks and stones), pianos and such other bulky items that require more than one person to handle. A Special Pick-Up shall be accomplished within one week after a cost estimate is given or otherwise at such time as is agreed to by the Customer. No charge shall be made for Special Pick-Up during spring clean-up events.
- (e) White Goods/Large Appliances: The **CONTRACTOR** shall collect White Goods/large Appliances not containing freon at a rate as identified in Exhibit C. A White Goods/Large Appliance pick-up shall be accomplished within one week after a cost estimate is given or otherwise at such time as is agreed to by the Customer. White goods/Large Appliances shall be recycled for the scrap metal content of the item or recycled in such a manner, as technology shall allow.
- (f) Cost Estimates: The **CONTRACTOR** shall provide a residential customer with an estimate of the cost of a Special Pick-Up, and White Goods/Large Appliances services. The cost of such service shall be agreed to by the residential customer and the **CONTRACTOR** prior to rendering the service. Special pick-ups shall be accomplished within one week after a cost estimate is given or otherwise at such time

as is agreed to by the residential customer. Residential customers shall not be billed for extra charges unless a cost estimate has been agreed to by the residential customer in advance of the service being performed by the **CONTRACTOR**.

- (5) Special Clean-up Day: At a predetermined time during the year mutually agreed upon by the **CONTRACTOR** and the **VILLAGE**, there will be one day selected for a Special Clean-Up Day at no charge to the **VILLAGE** or its residents.
- (6) Time and Location of Service: All carts or containers shall be placed appropriately for collection by the resident on the day of scheduled collection by 7:00 a.m. Municipal Waste and Recyclable Material pickup shall be at the curbside or the edge of the public street in front of the residential unit to be served, or backdoor (if that service level is requested) on the collection day. Special arrangements shall be made by the **CONTRACTOR** to pick-up carts at another location for elderly or disabled residents and/or provide them with smaller carts or containers.
- (7) Public Building Collection: During the term of this **AGREEMENT**, the **CONTRACTOR** shall, at no cost to the **VILLAGE**, collect Municipal Waste and Recyclable Materials from containers in or about the public buildings which are owned or operated by the **VILLAGE** and at special events so designated by the **VILLAGE**. The locations, frequency and size of containers for the public buildings and the identity of special events, subject to revision by the **VILLAGE** from time to time, are set forth on Exhibit B attached hereto and made a part hereof.
- (8) Disposal: All Municipal Waste, as defined in this section, shall be removed from the **VILLAGE** at the close of each day of collection, and shall be disposed of at a Solid Waste Agency of Lake County-designated lawfully operated pollution control facility(ies) at the **CONTRACTOR'S** sole expense. The Agency-designated facilities, for which the Agency has entered into a "Host Agreement", and are in operation at the time of execution of this Contract are: the Countryside Landfill in Grayslake, the Veolia/Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, the Lee County Landfill in Lee County, Illinois, The Mallard Ridge Landfill in Walworth County, Wisconsin and the Newton County Landfill in Newton County, Indiana. Notwithstanding the foregoing, the **VILLAGE** reserves the right to direct the location of disposal to another pollution control facility, provided that any increase or

decrease in costs arising therefrom shall be negotiated to reflect the increase or decrease with the **CONTRACTOR**.

- (9) Equipment to be used by **CONTRACTOR**: The **CONTRACTOR** agrees to collect all Municipal Waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the **CONTRACTOR** shall use care to see that no litter or scattering of waste material occurs by providing a suitable covering. Prior to any renewal of this contract the **CONTRACTOR** will have converted all equipment, utilized in the **VILLAGE** to equipment which utilizes alternative fuel, i.e. compressed natural gas or other fuel. The **CONTRACTOR** is encouraged to make this conversion as soon as possible during the life of this contract.
- (10) Collection Schedule: **CONTRACTOR** shall be responsible for implementing the collection schedule for the **VILLAGE** as set forth herein. Any changes thereto shall be subject to approval by the **VILLAGE** of Mundelein Board of Trustees.

(B) Landscape Waste Collection

(1) Definitions:

- (a) Landscape Waste means all accumulations of grass or shrubbery cuttings, leaves, tree limbs (not to exceed 24 inches in diameter and 48 inches in length) and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.
- (b) Landscape Waste Disposal means all landscape waste shall be disposed of in a lawful manner. Disposal options include Illinois Environmental Protection Agency (IEPA) permitted landscape waste composting facilities or land application at legal agronomic rates. IEPA permitted landscape waste facilities may treat, compost, grind, or land apply said landscape waste. The **CONTRACTOR** must disclose the disposal site and notify the **VILLAGE** of any proposed change at least sixty (60) days in advance of any change. Notwithstanding the foregoing, the **VILLAGE** reserves the right to reject any proposed change, or to direct the location of disposal to a landscape waste facility that is more cost effective than the facility being use by the **CONTRACTO**, provided that any increase or decrease in costs arising

therefrom shall be negotiated to reflect the increase or decrease with the **CONTRACTOR**. No landscape waste may be disposed of at a landfill or solid waste incinerator unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 et seq) and as agreed to by the **VILLAGE** in writing.

- (2) Frequency of Collection: Once each week from April 1st through November 30th of each year).
- (3) Service Levels: The resident may select one of the following two service levels.
 - (a) Pay-per-bag/tag system: One paid tag shall be required for each landscape container of waste placed out for collection. The charge for each tag shall be at a rate as identified in Exhibit B.
 - (b) Subscription Service: Between April 1st and November 30 unlimited containers per week may be placed out for collection. The charge for this service shall be at a rate as identified in Exhibit B.
- (4) Time and Location of Service: All containers shall be placed appropriately for collection by the resident on the day of scheduled collection by 7:00 a.m.. Collection shall take place between 7:00 a.m. and 5:00 p.m. on the day of scheduled collection. Landscape waste pick-up shall be at the curbside or the edge of the public street in front of the residential unit to be served, on collection day.
- (5) Containers:
 - (a) Biodegradable paper "Kraft"-type bags, up to thirty-three (33) gallons in capacity, not exceeding fifty (50) pounds each.
 - (b) Metal or plastic cans up to thirty-three (33) gallons in capacity, not exceeding fifty (50) pounds each.
- (6) Disposal: All landscape waste shall be disposed of in a lawful manner. Disposal options include Illinois Environmental Protection Agency (IEPA) permitted landscape waste composting facilities or IEPA approved land application sites (at legal agronomic rates). IEPA permitted landscape waste facilities may treat, compost, grind, or land-apply said landscape waste. If the **CONTRACTOR** desires to change the IEPA permitted site to be used, they shall provide notice of the proposed change at least sixty (60) days in

advance of any change. Notwithstanding the foregoing, the **VILLAGE** reserves the right to reject any proposed change, or to direct the location of disposal, provided that any increase or decrease in costs arising therefrom shall be negotiated to reflect the increase or decrease with the **CONTRACTOR**. No landscape waste may be disposed of at a landfill or solid waste incinerator unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1) and as agreed to by the **VILLAGE** in writing.

- (7) CHRISTMAS TREES: Residents may also place on the curbside, on their regularly scheduled collection day, from January 1 until January 31 of each year, their discarded Christmas trees to be picked-up by the **CONTRACTOR**. Said Christmas trees shall be treated as landscape waste when appropriate facilities to grind the trees into mulch are available to the **CONTRACTOR**.

(C) Recyclable Materials Collection:

(1) DEFINITIONS:

- (a) "Designated Facility" means a materials recovery facility designated by the Agency and the **VILLAGE**, as a facility to which Recyclable Materials are taken for processing.
- (b) "Recyclable Material" or "Recyclables" means source separated, commingled and/or pre-sorted materials delivered to a facility, or facilities for processing into marketable fractions that shall consist of ferrous metal, aluminum, glass and rigid plastic (#1 - #5) food and beverage containers, newsprint, corrugated paper, junk mail, magazines, office paper, box board or other materials which the **VILLAGE** and **CONTRACTOR** by mutual agreement may designate as Recyclable Material from time to time.
- (c) Commingled Recyclables means source separated, commingled and/or pre-sorted materials delivered to a facility, or facilities for processing into marketable fractions. Commingled Recyclables shall consist of paper, ferrous metal, aluminum, glass and rigid plastic food and beverage containers as per the Agency's Agreement with the Waste Management Recycle America, LLC Intermediate Processing Facility. Commingled recyclables may include other materials that the **VILLAGE** and **CONTRACTOR**, by mutual agreement may designate from time to time.

- (d) Paper Recyclables means source separated, commingled, and/or presorted paper delivered to a facility or facilities for processing into marketable fractions. Paper recyclables shall consist of newsprint, corrugated paper, junk mail, magazines, office paper, box board. Paper recyclables may include other materials that the **VILLAGE** and **CONTRACTOR**, by mutual agreement, may designate from time to time.

(2) CONTRACTOR OBLIGATIONS:

- (a) Disposal: All Recyclables shall be collected, separated and otherwise treated so as to facilitate the sale of said materials to end-use markets, or Recyclable Material brokers. No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator. All Recyclable Materials collected shall be recycled regardless of the income received or the cost to the **CONTRACTOR** resulting from the sale of said Recyclable Materials.
- (b) Delivery of Recyclable Materials: The **CONTRACTOR** shall deliver all collected Recyclable Materials to the Waste Management Intermediate Processing Facility (Facility) in Grayslake IL, or to such other SWALCO designated facility that is directed by the **VILLAGE**. If the **VILLAGE** elects to direct the **CONTRACTOR** to deliver its collected Recyclable Materials to an Agency-designated processing facility that provides greater financial benefits to the **VILLAGE** and the Agency than the Facility after the Agency's current agreement with the Facility expires. If the **VILLAGE** elects to direct a change in facilities, any increase or decrease in collection costs arising therefrom shall be negotiated to reflect the increase or decrease with the **CONTRACTOR**. The **VILLAGE** may terminate this Agreement if the **CONTRACTOR** fails to abide by the Rules and Regulations set forth by the facility used for the processing of collected Recyclable Materials.
- (c) Revenues: All proceeds or costs from the delivery of Recyclable Materials shall be retained/borne by the **CONTRACTOR**. The **CONTRACTOR** agrees to provide a quarterly accounting statement, pertaining to the **VILLAGE**, detailing the weight of Recyclable Materials collected and verifying compliance with all provisions of this section of the Contract. Notwithstanding the foregoing, **CONTRACTOR** acknowledges that the Agency has in

effect a rebate program whereby the Agency receives certain funds from the Facility, and distributes a portion of these funds to its members, including the **VILLAGE**, and **CONTRACTOR** waives any claim to any portion of the funds collected by the Agency through this program.

- (3) Frequency of Collection: Collection shall be once per week. The collection shall be on the same day and within the 7:00 a.m. to 5:00 p.m. timeframe as Municipal Waste collection and Landscape Waste collection.
- (4) Containers: The **CONTRACTOR** shall provide each customer with either a 64 gallon or 96 gallon cart for Recyclable Materials which shall be of a distinguishing color or design from the Municipal Waste cart and shall be owned and maintained by the **CONTRACTOR**. The **CONTRACTOR** shall determine what size cart the customer wants and provide new residential customers with such carts prior to starting service.
- (5) Time and Location of Service: All containers shall be placed appropriately for collection by the resident on the day of scheduled collection by 7:00 a.m. Recyclable Materials pick-up shall be at the curbside or the edge of the public street in front of the residential unit to be served (unless backdoor collection is requested), on collection day between the hours of 7:00 a.m. and 5:00 p.m.
- (6) Service Level: The charge for Recyclable Materials service is included in the monthly rates set forth in Exhibit C as attached hereto for Unlimited Service.
- (7) Public Buildings and Events Collection: The **CONTRACTOR** will furnish containers and shall provide collection service, for any Recyclables generated by any public building owned or operated by the **VILLAGE** or any public Recyclable container as the **VILLAGE** may request without cost to the **VILLAGE**. The public buildings, events, container size and frequency designated to receive this service are identified in Exhibit B attached hereto and made a part hereof or such other public buildings and/or events as the **VILLAGE** may designate, from time to time, in writing.

15. Payment and Billing of Accounts Right to Audit; Adjustment of Charges:

- (A) Payment and Billing of Accounts. **CONTRACTOR** shall bill the individual homeowners and Westminster Woods individually for collection of Municipal Waste, Recyclable Material and Landscape Waste. Billing shall be on a quarterly basis. The cost to individual homeowners and Westminster Woods customers for such collection services throughout

the term of this Agreement shall be as set forth herein. The **CONTRACTOR** shall offer subscription Landscape Waste Collection Services to residents and shall so notify them of such service prior to billing. Such Landscape Waste Collection services shall be billed to the residents who elect the subscription Landscape Waste Collection Service option on an annual basis during the first quarter billing.

- (B) Right to Audit. The **VILLAGE** reserves the right to audit the **CONTRACTOR'S** records as follows:
- (1) The **VILLAGE** shall have the authority to review and audit all records and receipts of the **CONTRACTOR** regarding this **AGREEMENT**. The **CONTRACTOR** shall be given ten (10) calendar days notice of the review or audit. The **CONTRACTOR** shall keep its books and records in such a manner as will readily facilitate the assessment of the **CONTRACTOR'S** billing, collecting, and recycling activities in the **VILLAGE**.
 - (2) All costs of the audit shall be borne by the **VILLAGE** except if, upon the completion of an audit of the **CONTRACTOR'S** books or records, it is established that the charges billed or collected by the **CONTRACTOR** have been overstated by five percent (5%) or more, then the **CONTRACTOR** shall pay the entire cost of the audit or review. Any such audit shall be conducted in accordance with the generally accepted accounting principles. An audit or review in accordance herewith may be conducted at any time within three (3) years after the end of an **AGREEMENT** year.
- (C) Adjustment of Charges. On January 1, 2013 and on each twelve month anniversary date thereafter, the **CONTRACTOR** may increase the charges as identified in Exhibit B by an amount not to exceed 3% of the previous twelve month period.

The **CONTRACTOR** shall notify the **VILLAGE** in writing at least ninety (90) days prior to the effective date of any proposed increase in charges and such increase shall not be effective until approved by the **VILLAGE** in writing as complying with the terms of this **AGREEMENT**.

16. Performance Bond. At the time of execution of this **AGREEMENT**, the **CONTRACTOR** shall furnish a Performance Bond with corporate surety acceptable to the **VILLAGE** in the sum of \$100,000 for the period of this **AGREEMENT**, including any extensions hereof, conditioned upon the faithful performance by the **CONTRACTOR** of its obligations under this **AGREEMENT** and upon its full compliance with all applicable laws, ordinances, rules and regulation of any Federal Agency or the State of Illinois, County of Lake and the **VILLAGE** and said bond shall indemnify the **VILLAGE** against any loss resulting from any breach or failure of performance by the **CONTRACTOR**.

The surety on said bond shall have at least an AAA financial rating in the most recent edition of Best's Insurance Reports. Said Performance Bond shall act in addition to and not in lieu of the Indemnification provision set forth in this **AGREEMENT**.

17. Insurance and Indemnification.

- (A) The **CONTRACTOR** shall furnish, at its sole cost, original certificates of insurance upon the execution of this **AGREEMENT**. The certificates shall contain an endorsement requiring that the **VILLAGE** shall be furnished with ten (10) days notice by registered mail prior to cancellation or any material change in policies. Each insurance company shall be acceptable to the **VILLAGE**, not less than AAA financial rating in the most recent edition of Best's Insurance Reports and a classification of "VIII" or better. Throughout the term of this **AGREEMENT** and all extensions hereof the **CONTRACTOR** agrees, at a minimum, to carry and maintain in effect insurance as follows:
- (1) Workman's Compensation: The **CONTRACTOR** shall carry in a company authorized under the laws of the State of Illinois a policy to protect itself against liability under the Workman's Compensation and Occupational Diseases statutes of the State of Illinois.
 - (2) Motor Vehicle Liability Insurance: The **CONTRACTOR** shall carry in its own name a policy under a comprehensive form to insure the entire motor vehicle liability for its operations with limits not less than \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability and \$2,000,000 each accident for property damage liability.
 - (3) General Liability: The **CONTRACTOR** shall carry in its own name a Commercial General Liability Insurance policy with the following limits of liability: \$3,000,000 combined single limit per occurrence for bodily injury, and property damage and \$5,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$6,000,000.
 - (4) Employer's Liability: Employer's Liability limits of \$2,000,000 per accident.
 - (5) Environmental Impairment Pollution Liability: \$2,000,000 combined single limit per occurrence for bodily injury, property damage, and remediation costs.
 - (6) The **VILLAGE** shall be named as an additional insured on each of the above insurance policies.

- (B) Deductibles and/or Self-Insured Retentions. Any deductibles and/or self-insured retentions must be declared to and approved by the **VILLAGE**. At the request of the **VILLAGE**, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **VILLAGE**, its elected or appointed officials, agents, employees and volunteers; or the **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses. Such bond shall be issued by a surety company acceptable to the **VILLAGE** and cover the term of this **AGREEMENT** and all extensions hereof.
- (C) Stipulations Regarding Insurance Coverage. All Commercial General Liability and Automobile Liability insurance policies shall incorporate the following stipulations:
- (1) The **VILLAGE** and its elected and appointed officials, agents, employees and volunteers are to be covered as additional insureds with respect to: liability arising out of the **CONTRACTOR'S** Work, including activities performed by or on behalf of the **CONTRACTOR**; products and completed operations of the **CONTRACTOR**; premises owned, leased or used by the **CONTRACTOR**; and automobiles owned, leased, hired or borrowed by the **CONTRACTOR**. The coverage shall contain no special limitations on the scope of protection afforded to the **VILLAGE**, its elected and appointed officials, agents, employees and volunteers.
 - (2) The **CONTRACTOR'S** insurance coverage shall be primary as respects the **VILLAGE** and its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the **VILLAGE** its elected and appointed officials, agents, employees and volunteers shall be excess of **CONTRACTOR'S** insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **VILLAGE** and its elected and appointed officials, agents, employees and volunteers.
 - (4) The **CONTRACTOR'S** insurance shall contain a Severability of Interests/Cross Liability clause or language stating that **CONTRACTOR'S** insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the **CONTRACTOR** shall be required to name the

VILLAGE and its elected and appointed officials, agents, employees and volunteers as additional insureds.

- (6) All general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

- (D) Verification of Coverage. **CONTRACTOR** shall furnish the **VILLAGE** with certificates of insurance naming the **VILLAGE** and its elected and appointed officials, agents, employees and volunteers as additional insureds and with original endorsements affecting coverage required by this **AGREEMENT**. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the **VILLAGE** and are to be received and approved by the **VILLAGE** before any Work commences. The **VILLAGE** reserves the right to request full certified copies of the insurance policies and endorsements.

- (E) Subcontractor. The **CONTRACTOR** shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

- (F) Assumption of Liability. The **CONTRACTOR** assumes liability for all injury to or death of any person or persons including employees of the **CONTRACTOR**, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this **AGREEMENT**.

- (G) The Insurance coverage requirements specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of this **AGREEMENT**. **CONTRACTOR** shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in the **CONTRACTOR'S** own judgment, may be necessary for its proper protection in the prosecution of the Work.

- (H) Indemnification. To the fullest extent permitted by law, the **CONTRACTOR** hereby agrees to defend, indemnify and hold harmless the **VILLAGE**, its elected and appointed officials, agents and employees and volunteers, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys fees which may accrue against the **VILLAGE**, its elected and appointed officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this Work by the **CONTRACTOR**, its

employees, or subcontractors, or which may in anywise result therefrom, except those arising out of the sole negligence of the **VILLAGE**, its agents or employees. The **CONTRACTOR** shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the **VILLAGE**, its elected and appointed officials, agents, employees and volunteers, in any such action, the **CONTRACTOR** shall, at its own expense, satisfy and discharge the same. The **CONTRACTOR'S** insurance shall include contractual coverage of the foregoing "hold harmless" agreement. The **CONTRACTOR** expressly understands and agrees that any performance bond or insurance policies required by this **AGREEMENT**, or otherwise provided by the **CONTRACTOR**, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **VILLAGE**, its officials, agents, employees and volunteers as herein provided.

18. Change in Law Adjustment: The **CONTRACTOR** and **VILLAGE** agree to negotiate a price adjustment for **CONTRACTOR'S** charges in the event that there is a change of whatever nature (by modification, addition or deletion of any language) in any Federal, State or local law and such change causes, or will cause, an increase in the **CONTRACTOR'S** costs of performing this **AGREEMENT** (such a change is hereinafter called a "Change in Law"). In the event of a Change in Law revision, the **CONTRACTOR** shall notify the **VILLAGE** in writing of its request to negotiate a price adjustment, and shall submit documentation of the cost increases it anticipates as a result of a Change in Law revision. The parties shall have a ninety (90) day period to reach agreement on such a price adjustment. If at the end of said period, a negotiated agreement is not reached, the price adjustment hereunder shall be submitted to mediation with the American Arbitration Association in Chicago, Illinois, and the costs of mediation shall be paid equally by the parties.

19. Excused Non Performance Force Majeure:

(A) Except as otherwise provided herein, the obligations of the **CONTRACTOR** hereunder shall be suspended in the event the collection, transportation or disposal of Municipal Waste is prevented by a cause or causes beyond the reasonable control of the **CONTRACTOR**. Such causes shall include, but not be limited to acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power, raw materials, transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders. In the event the **CONTRACTOR** asserts a right to suspend performance under this Section, the **CONTRACTOR** shall (i) within a twenty-four (24) hours after it has knowledge of the effective cause, notify the **VILLAGE** of the cause for suspension, the performance suspended and the anticipated duration of suspension and (ii) advise the **VILLAGE** when the suspending event has ended and when performance will be resumed. Once the

suspending event ends, the **CONTRACTOR** shall promptly resume performance.

- (B) Notwithstanding anything to the contrary herein, it is further mutually agreed that in the event, for any reason including but not limited to strikes, job slow downs or any other labor action, the **CONTRACTOR** shall fail to collect and dispose of Municipal Waste for any one week period or more during the term of this **AGREEMENT** and any extensions hereof, the **VILLAGE** may proceed with such Work and recover any and all reasonable costs from the **CONTRACTOR** or on the Performance Bond herein specified to be furnished by the **CONTRACTOR**. At the option of the **VILLAGE**, the **CONTRACTOR** shall instead pay as liquidated damages to the **VILLAGE** an amount equal to \$10.00 per week for each residential unit missed during such period.

20. Termination. If at any time during the term of this **AGREEMENT**, and all or any extensions hereof, the **VILLAGE**, in its sole discretion, determines that the **CONTRACTOR** has materially breached any term of this **AGREEMENT** and has failed to correct such breach to the satisfaction of the **VILLAGE** within seven (7) days after written notice delivered to the **CONTRACTOR** by the **VILLAGE**, the **VILLAGE** may, in its sole discretion, give written notice to the **CONTRACTOR** that the **VILLAGE** has elected to place the question of the material breach of this **AGREEMENT** on the **VILLAGE** Board of Trustee's agenda for review at a regular or special public meeting. The written notice shall state the date, time and place of the public meeting, the nature of the breach, and the proposed action which the **VILLAGE** Board of Trustees may take. Such action may include all or some of the following:

- (A) termination of this **AGREEMENT** effective on the last day of the current month or such other date as the **VILLAGE** Board of Trustees shall determine; and/or
- (B) the payment of liquated damages to the **VILLAGE** in the amount of \$5,000.00 per day for each day that the material breach of this **AGREEMENT** has remained uncorrected after the date of the original written notice thereof.

Upon such termination, the **CONTRACTOR** shall cease the collection of residential Municipal Waste, Recyclable Materials, and Landscape Waste within the **VILLAGE**.

21. Payment to Agency. The **VILLAGE** is a member of the Solid Waste Agency of Lake County (Agency). In the event that the **VILLAGE** enters into one or more agreements with the Agency which necessitates additional payments by the **CONTRACTOR** to the Agency, the **CONTRACTOR** may be authorized to increase the charges for Municipal Waste and/or Recyclable Materials services. Prior to implementing the increased charges, the **CONTRACTOR** shall calculate the additional monthly cost and present it to the **VILLAGE**. Upon approval by the **VILLAGE**, which shall not be unreasonably withheld, the **CONTRACTOR** may be allowed to increase the charges for Municipal Waste and/or Recyclable Material services to recover the cost of the additional payments to the Agency.

22. This **AGREEMENT** shall be governed by and interpreted under the laws of the State of Illinois. Any action brought seeking enforcement of the terms of this **AGREEMENT** shall be commenced in the Circuit Court of Lake County, Illinois, except as otherwise identified in Paragraph 18 above. Each party hereby consents to the jurisdiction of said court.

23. If any portion of this **AGREEMENT** shall be deemed unenforceable by a court of competent jurisdiction, the remaining provisions of this **AGREEMENT** shall remain in full force and effect.

24. Each party herein warrants and represents to the other that execution of this **AGREEMENT** has been duly authorized by the governing body of such party and the person signing on behalf of such party is authorized to execute this **AGREEMENT**.

25. Notices. All notices and other communications in connection with this **AGREEMENT** shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) upon receipt delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below.

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

Attention: _____

With a copy to:

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

Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069

Attention: Lydia Scott, Environmental Services

With a copy to:

Jennifer Hughes, Director of Public Works
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069

IN WITNESS WHEREOF, the parties have entered into this Agreement by action as of this _____ day of _____, 2011.

Attest:

By: _____

By: _____

Title: _____

Title _____

Attest:

VILLAGE OF LINCOLNSHIRE

By: _____

By: _____

Title: _____

Title: Brett Blomberg, Mayor

EXHIBIT A

MINIMUM CUSTOMER SERVICE STANDARDS

1. **COMPLAINTS GENERALLY.** The CONTRACTOR shall cooperate with the VILLAGE in minimizing complaints from the Customers. A failure of the CONTRACTOR to address a failure, with a specific resident, for more than four weeks, will result in a refund of the quarterly fee for waste, recycling and/or landscape collection – whichever collection(s) failed to occur. A consistent pattern of failure to address complaints, or violations shall entitle the VILLAGE to exercise the remedies provided in this AGREEMENT.

2. **INITIAL RESPONSE.** The CONTRACTOR shall give all complaints received prompt and courteous attention. The CONTRACTOR shall respond personally to every Customer from whom a complaint is received within twenty-four (24) hours or next business day after receipt of such complaint; except that, if the CONTRACTOR receives a complaint about a missed scheduled collection, then the CONTRACTOR shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this AGREEMENT, then the CONTRACTOR shall cause such collection to be made within twenty-four (24) hours after receipt of such complaint. Where any dispute arises between a Customer and the CONTRACTOR as to the manner of placing waste or the nature of the contents or the like, the CONTRACTOR agrees in the specific instance to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the CONTRACTOR shall immediately report the controversy to the Customer and the VILLAGE for settlement before additional collection becomes necessary in order to avoid further disputes or disagreements between Customer and the CONTRACTOR's employees.

3. **REFERRAL TO VILLAGE.** If the CONTRACTOR is unable to resolve a complaint in a manner satisfactory to both the CONTRACTOR and the Customer, then the CONTRACTOR, shall deliver, within forty-eight (48) hours after receipt of such complaint, notice of such complaint to the VILLAGE; said notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and the CONTRACTOR's response to the complaint. The VILLAGE or its designee shall arbitrate each such complaint, and the VILLAGE or its designee's decision concerning each such complaint shall be final and binding on the CONTRACTOR and the Customer.

4. **ANSWERING CALLS.** During normal business hours and under normal operating conditions a customer service representative shall answer the telephone access line. Except during unusually heavy call periods due to pick-up delays caused by weather or other events beyond the CONTRACTOR's control, ninety percent (90%) of the calls made to the customer service center shall be answered within forty-five (45) seconds. The forty-five (45) second standard includes wait time or time spent "holding" for a customer service representative. The CONTRACTOR shall notify the VILLAGE when the unusual call period occurs.

5. **BUSY SIGNALS.** Callers placing calls to the customer service center shall receive a busy signal no more than five percent (5%) of the time.
6. **TRANSFERRING CALLS.** During normal business hours, if after initially addressing a caller's concern, the customer service representative determines that the call should be transferred to another representative of the CONTRACTOR, the caller shall be connected with such other customer service representative within forty-five (45) seconds thereof.
7. **HANG-UPS.** Incoming telephone calls from Customers shall not exceed an abandonment rate of five percent (5%).
8. **COMPLIANCE RATE.** During normal business hours except during unusually heavy call periods due to pick-up delays caused by weather or other events beyond the CONTRACTOR's control, the minimum standards set forth in this AGREEMENT shall be met no less than ninety percent (90%) of the time, measured on a monthly basis. Reports shall be provided to the VILLAGE on a quarterly basis providing a log of the inquiries received and action taken to address the inquiry. If the VILLAGE, in its sole discretion, feels it is necessary, a log providing data which tracks the customer service representatives adherence to the standards set forth in this AGREEMENT will be required to be distributed to the VILLAGE on a monthly basis; provided; however, the VILLAGE acknowledges that the CONTRACTOR currently does not have the technical ability to generate such a detailed tracking log and the CONTRACTOR will be allowed a reasonable period of time to upgrade its telephone system as necessary to comply with this requirement. If a review of the records indicates a clear failure of the CONTRACTOR to comply with the minimum standards set forth in this AGREEMENT, then the VILLAGE reserves the right to require the CONTRACTOR to implement modifications to its customer service center to bring it into compliance. Repeated failure of the CONTRACTOR to gain compliance with the Minimum Customer Service Standards shall be deemed a material breach of this AGREEMENT pursuant to Section 20 hereof.
9. **CUSTOMER SERVICE QUALITY.** The CONTRACTOR is expected to provide excellent customer service in response to a customer telephone call. The CONTRACTOR shall provide accurate information to the customer. Each quarter the VILLAGE may contact the customer service department as designated by the CONTRACTOR. The VILLAGE may make a minimum of five (5) calls to CONTRACTOR's customer service center. The VILLAGE shall provide the customer service center with a name and address of a residential account. CONTRACTOR's customer service representative will be asked to respond to the following questions:
 1. Provide the correct service rates.
 - A. Municipal Waste Service
 - B. Recyclable Materials Service
 - C. Landscape Waste Service
 - a. Subscription
 - b. Tag Price
 2. Municipal Waste, Recycle Materials and Landscape Waste collection day

3. Landscape Waste collection season start and end date
4. Special pick-ups
 - A. Price
 - B. Eligibility
5. Schedule a collection
6. Know collection day
7. White goods pick-up
8. Cart set-out time
9. Annual clean-up start and end date.
10. Knowledge that individual residents are not required to have waste, recyclable and/or landscape waste collection.

9. **CUSTOMER SURVEY RESULTS.** The VILLAGE shall provide a copy of the customer survey to the CONTRACTOR. The survey shall include the date, time and name of customer service representative contacted. If the customer service representative fails to correctly answer ninety (90) percent of the customer service questions, then the VILLAGE shall provide an Unsatisfactory Customer Service Notice to the CONTRACTOR.

10. **UNSATISFACTORY CUSTOMER SERVICE NOTICE.** Upon receipt of the Unsatisfactory Customer Service Notice, the CONTRACTOR shall prepare and submit a plan to correct and improve customer service within fifteen (15) days. The VILLAGE shall survey the CONTRACTOR again within the next thirty (30) days. If the customer service representative fails to correctly answer ninety (90) percent of the questions, then the VILLAGE shall provide a Second Unsatisfactory Customer Service Notice.

12. **FAILURE TO TAKE CORRECTIVE ACTION.** If the CONTRACTOR fails to take corrective action, to the satisfaction of the VILLAGE, after a Second Unsatisfactory Customer Service Notice within each quarterly period of this AGREEMENT and any extensions hereof, it may be deemed a material breach of this AGREEMENT pursuant to Section 20 hereof.

EXHIBIT B

PUBLIC BUILDINGS AND EVENTS COLLECTION

SITE	DUMPSTER SIZE	FREQUENCY OF COLLECTION
Village Hall One Olde Half Day Rd.	2, 3 cubic yd. dumpsters – waste 1, 3 cubic yd. dumpster - recycling	1 x per week 1 x per week
North Park 1025 Riverwoods Road	1, 3 cubic yd. dumpster - waste 2, 96 gal. recycling toter carts	2 x per week 2 x per week
Public Works Facility 205 Schelter Road	3, 3 cubic yd. dumpsters - waste 2, 96 gal. recycling toter carts	1 x per week 1 x per week
Rivershire Nature Center 45 Londonderry Lane	1, 20 cubic yd. roll off box 1, 3 cubic yd. Dumpster 2, 96 gal. recycling toter carts	2 x per week 1 x per week 1 x per week
Spring Lake Park 49 Oxford Drive	1, 3 cubic yd. dumpster 2, 96 gal. recycling toter carts	1 x per week 1 x per week
North Park 1025 Riverwoods Road	1, Solar Compactor	2 x per week
Florouscent Light Bulb Recycling	2 compact containers 3, 48" tube containers	1 x per contract 1 x per contract
Household Battery Recycling	5 containers	1 x per contract

EVENT:

4th of July

Location: 49 Oxford Drive – parking lot
 Dumpster Size: 1, 20 cubic yd. roll off box
 Dropped Off: July 2nd
 Picked Up: July 5th

EXHIBIT C

FEEES AND CHARGES

Individual Residential and Westminster Woods Waste Collection:

	Monthly Fee
Limited household waste – one 35 gal. toter cart	\$15.80
Limited household waste – one 64 gal. toter cart	\$16.80
Limited household waste – one 93 gal. toter cart	\$17.80
Sticker for any household waste over the “limited” service level (Sold in quantities of 5 for \$13.95)	\$2.79
Unlimited household waste - one 35 gal. toter cart	\$16.37
Unlimited household waste - one 64 gal. toter cart	\$17.75
Unlimited household waste – one 93 gal. toter cart	\$18.75
Senior Citizen discount from above rate	10%
Backdoor collection service (addition to fee above)	\$10.00

Individual Residential and Westminster Woods Recycling Collection:

Unlimited recycling - one 64 gal. toter cart	None
Unlimited recycling – one 96 gal. toter cart	None

Individual Residential and Westminster Woods Landscape Waste Collection:

Subscription, unlimited, per household, per year	\$144.49
Sticker based collection – per sticker, per container (Sold in quantities of 5 for \$13.95)	\$2.79

Christmas Tree Collection – Curbside – first two weeks in January annually
Special Clean Up Service – one Village wide collection event for the individual homeowner
1 time per year

Change in Service Level:

Individual residential and Westminster Woods customers shall be able to change their level of service in the month of January of each year, at no additional charge. All other times, for which a request in service level change is made, the charge shall be **\$25.00** per address.

**REQUEST FOR BOARD ACTION
AUGUST 22, 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 "Q" Liquor License Previously Issued to DDMB 3, LLC, d.b.a. Emporium Lake County

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

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

Referred To: Village Board

Summary / Background:

On August 11, 2016, the Village learned that the Emporium Lake County tavern, located at 275 Parkway Drive in the City Park shopping center, closed for business. As a result, staff recommends the Village Board decrease the number of allowable Class "Q" 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 DDMB 3, LLC liquor license will result in the loss of the \$3,000 annual liquor license fee and the Village's portion of sales tax generated by the business.

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.
- An email from Doug Marks notifying the Village that the Emporium Lake County was closing effective August 11, 2016.

Meeting History	
Initial Referral to Village Board (COW):	
Regular Village Board Meeting:	August 22, 2016

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 “Q” Liquor Licenses which are authorized for issuance in the Village of Lincolnshire shall be decreased to zero (0). (This decrease in Class “Q” liquor licenses reflects the decision of DDMB 3, LLC, to close its Emporium Lake County location.)

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 22nd day of August, 2016, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

Village Mayor

ATTEST:

Village Clerk

Sarah Maciareillo

From: Tonya Zozulya
Sent: Thursday, August 11, 2016 4:26 PM
To: Brad Burke; Sarah Maciareillo; William Price; Adam Letendre
Subject: FW: Emporium

Below is the official confirmation from Emporium Arcade regarding their business at CityPark. It is very sad they will no longer be a part of our business community.

Sincerely,

Tonya Zozulya | Economic Development Coordinator

From: Douglas Marks [<mailto:douglasmarks@gmail.com>]
Sent: Thursday, August 11, 2016 4:10 PM
To: Tonya Zozulya
Subject: Re: Emporium

Hi Tonya,

Sorry for the slow response. Unfortunately we did decide to close the location. We tried hard to make it work but in the end we ultimately had to make a decision and it all happened pretty quickly. Thanks for your help through the process and we wish it would've worked out. Let me know if you have any questions.

Doug