

AGENDA
COMMITTEE OF THE WHOLE MEETING
Village Hall – Board Room
Monday, October 24, 2016
Immediately following Regular Village Board Meeting

Reasonable accommodations / auxiliary aids will be provided to enable persons with disabilities to effectively participate in any public meetings of the Board. Please contact the Village Administrative Office (847.883.8600) 48 hours in advance if you need special accommodations to attend.

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

CALL TO ORDER

1.0 ROLL CALL

2.0 APPROVAL OF MINUTES

- 2.1 Acceptance of the October 10, 2016 Committee of the Whole Meeting Minutes

3.0 ITEMS OF GENERAL BUSINESS

3.1 Planning, Zoning and Land Use

- 3.11 Consideration of a Preliminary Evaluation of a Major Amendment to an Existing Special Use and Lot Consolidation for Proposed Phase 2 Improvements (U-Haul – 200 & 300 Industrial Drive)

3.2 Finance and Administration

3.3 Public Works

- 3.31 Consideration of a Supplemental Resolution for Maintenance of Streets and Highways by Municipalities under the Illinois Highway Code- January 1, 2009 to December 31, 2009 (Village of Lincolnshire)

- 3.32 Discussion and Direction from the Village Board Regarding Illinois Department of Transportation (IDOT) Letter of Intent for Village's Cost Sharing of Improvements for US 45/Illinois Route 21 (Illinois Department of Transportation)

- 3.33 Consideration of a Contract with K.L.F. Enterprises Inc. of Markham, IL for Contractual Leaf Hauling and Disposal in an Amount not to Exceed \$50,000 (Village of Lincolnshire)

3.4 Public Safety

- 3.41 Resolution Approving the Intergovernmental Agreement between the Village of Vernon Hills, Countryside Fire Protection, Village of Libertyville, and the Village of Lincolnshire for the purpose of entering into a Joint Emergency Telephone system Board (JETSBS) (Village of Lincolnshire)

3.5 Parks and Recreation

3.6 Judiciary and Personnel

4.0 UNFINISHED BUSINESS

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AGENDA –Committee of the Whole Meeting
October 24, 2016

- 5.0 **NEW BUSINESS**
- 6.0 **EXECUTIVE SESSION**
- 7.0 **ADJOURNMENT**



**MINUTES
COMMITTEE OF THE WHOLE MEETING
Monday, October 10, 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
Finance Director/Treasurer Peterson	Public Works Director Woodbury
Chief of Police Leonas	Assistant Village Manager/Community &
Economic Development Coordinator Zozulya	Economic Development Director Letendre

ROLL CALL

Mayor Brandt called the meeting to order at 7:09 p.m. and Village Clerk Mastandrea called the Roll.

2.0 APPROVAL OF MINUTES

2.1 Acceptance of the September 12, 2016 Committee of the Whole Meeting Minutes

The minutes of the September 12, 2016 Committee of the Whole Meeting were approved as submitted.

3.0 ITEMS OF GENERAL BUSINESS

Mayor Brandt moved up Finance and Administration Item 3.21 and Public Works Item 3.31 on the agenda.

3.2 Finance and Administration

3.21 Official Announcement of Estimated Amount to be Raised by Ad Valorem Taxes for the 2016 Tax Levy to be Collected in Fiscal Year 2017 (Village of Lincolnshire)

Official Announcement of Estimated Amount to be Raised by Ad Valorem Taxes for the 2016 Tax Levy to be Collected in Fiscal Year 2017 (Village of Lincolnshire)

Finance Director/Treasurer Peterson officially announced the estimated amount of \$1,510,667 to be raised by Ad Valorem Taxes for the 2016 tax levy to be collected in Fiscal Year 2017. The first reading of the Ordinance will be November 14, 2016.

Trustee Hancock asked for more clarification regarding the Police Protection line item. Village Manager Burke explained preliminary projections from Lake County Assessor's Office indicates there was \$40.5 million growth over the previous year in the total amount of equalized assessed value of property to be taxed within the Village. This increase in property value would not result in an increase in property tax revenue received by the Village if Lincolnshire only levied a tax to fund the required pension contributions for the coming year. By implementing a levy for Police Protection, the Village is able to meet its pension obligations as well as capture property tax revenue from new assessed value while maintaining the tax rate at the same level it has been at for the past several years. Additionally, Village Manager Burke noted there could be a tax freeze in response to the state budget crisis and the freeze would be exclusive of Police Protection or Public Safety line items. Staff believes the introduction of this line item before such legislation would provide flexibility to the Village moving forward should a tax freeze be put in place. If a line item is not included on the Village's tax levy, the organization cannot collect taxes for that particular service. Trustee Hancock asked if traditionally, Police Protection expenditures were funded by sales tax revenue. Village Manager Burke confirmed the revenue would typically be captured in sales tax revenue. Trustee Hancock asked if the line item was not added, would the Village not have the flexibility to do so in the future and the total tax levy would then drop. Village Manager Burke stated the amount of revenue the Village would receive related to a specific tax rate would be less if the levy for Police Protection was eliminated.

Finance Director/Treasurer Peterson stated the plan is to discuss the addition of the Police Protection line item and overall tax rate in the coming budget meetings. At this point, staff simply needs to provide the Village Board with an estimated levy in accordance with state statute. No formal action by the Village Board is requested at this time.

3.3 Public Works

3.31 Consideration of a Joint Purchasing Agreement with Compass Minerals Incorporated in the Amount of \$28,176.00 and Cargill Incorporated in the Amount of \$13,556.00 for the Purchase of Rock Salt for the 2016-2017 Winter Season (Village of Lincolnshire)

Public Works Director Woodbury provided a summary of the proposed joint purchasing agreement with Compass Minerals Incorporated in the amount of \$28,176.00 and Cargill Incorporated in the amount of

\$13,556.00 for the purchase of rock salt for the 2016-2017 winter season.

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

3.1 Planning, Zoning and Land Use

3.11 Consideration of an Ordinance Amending Ordinance #11-3191-13A Related to Marriott's Lincolnshire Resort Master Sign Plans - 10 Marriott Drive (The Gettys Group)

Economic Development Coordinator Zozulya provided a brief summary of the proposed Ordinance related to Marriott Lincolnshire Resort Master Sign Plans.

Mr. Eric Bates, General Manager for the Marriott Lincolnshire Resort provided background information related to the Marriott's proposed renovations and master sign plan changes.

Ms. Gayle Soberg from Stantec provided a presentation highlighting proposed Marriott master sign plans and proposed renovation of the entrance feature to the resort.

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

3.12 Public Hearing Regarding a Major Amendment to the Lincolnshire Marketplace Center Planned Unit Development for Culver's Restaurant & Shopping Center Ground Signs (Lincolnshire Marketplace LLC – Northeast Corner of Milwaukee Avenue and Route 22)

Mayor Brandt recessed the Committee of the Whole meeting and opened the Public Hearing regarding a Major Amendment to the Lincolnshire Marketplace Center Planned Unit Development for Culver's Restaurant & Shopping Center Ground Signs.

Mayor Brandt read the procedures for Public Hearing.

Economic Development Coordinator Zozulya provided information regarding the proposed Culver's Restaurant and summary of the Architectural Review Board recommendation of the proposed Major Amendment to the Lincolnshire Marketplace Center Planned Unit Development for Culver's Restaurant & Shopping Center ground signs.

Mayor Brandt swore in Mr. Mike Mallon with Draper and Kramer; Mr. Mike Mele, Design Consultant with Priority Signs; and Mr. Mike Fitzgerald with OKW Architects.

Mr. Mallon, Senior Vice President with Draper and Kramer, project developer and contract purchaser introduced Mr. Kevin Weasler who is the owner and operator of Culvers and Mr. Steven Leonard with Strategic Real Estate Services who is the Broker representing Culver's for this project. Mr. Mallon provided a brief summary and presentation regarding the revised plans related to the Lincolnshire Marketplace Center and ground signs.

Mr. Fitzgerald provided a presentation regarding the proposed Culver's Restaurant and Shopping Center ground signs, landscaping, Culver's master plan and architectural plans for the proposed restaurant.

Mr. Mallon provided additional information regarding Culver's request for proposed ground signs, wall signs and blade sign. Mr. Mallon provided and read the Findings of Fact into the record for the public hearing.

Mayor Brandt swore in Mr. Howard Leon, resident at 400 Village Green. Mr. Leon asked staff and the Board to provide more information and better communication to the residents when conveying information regarding petitioners and projects. Mr. Leon asked if there would be sidewalk access on the east side of Milwaukee Avenue south from Walgreens to Lincolnshire Marketplace Center.

Mr. Mallon expressed his agreement on improvements that could be made to the resident notices and noted in the future petitioners could provide residents a site plan. Mr. Mallon stated there will be a sidewalk put in to the north for access to the site.

Mayor Brandt noted a pocket park would be put in to make the site more pedestrian friendly. Mr. Mallon pointed out on the plan where the pocket park and proposed sidewalk would be. Village Manager Burke noted the Milwaukee Avenue and Route 45 intersection are under State of Illinois jurisdiction and noted the reconstruction of this intersection contemplates a pedestrian connection as a part of those plans.

Mayor Brandt swore in Mr. Paul Riehman, resident at 34 Cumberland Drive. Mr. Riehman noted concern regarding traffic cutting through the site during rush hour and asked if a traffic study was done. Mr. Mallon stated he did not know for sure if a traffic study was completed but most recently Lincolnshire Marketplace had Sam Schwartz Engineering take a look at the existing flow on the spine road to find out what impact Culver's would have on the overall traffic on the site. Mr. Mallon shared Sam Schwartz Engineering noted there would be no negative impact due to traffic based on the proposed plan.

Trustee Feldman noted there is a significant amount of signage proposed. Trustee Feldman also inquired whether the outdoor patio umbrellas designed in Culver's blue color can be scaled back or toned down.

Trustee Hancock asked how far back the proposed Fresh Market monument sign would be set from the right-in-right-out on Route 22 to reduce conflicts regarding drivers' vision when turning right out of the subdivision onto Half Day Road. Economic Development Coordinator Zozulya stated the minimum code requirement is 15' from the front property line; the Village Engineer has reviewed this and it is compliant. Mr. Mallon stated the monument sign is located on the east side of the right-in for safety purposes. A brief conversation regarding signage on the site followed.

Trustee Leider noted concern regarding the proposed electronic message board and expressed he was not in favor of this. Trustee Feldman agreed with Trustee Leider. Trustee Hancock asked what alternative could be used in place of the electronic message board. Mr. Mallon noted a possible manual, changeable copy sign was discussed for an alternate but noted he did not know if the project would move forward without the electronic message board. A conversation regarding the features of the electronic message board followed. Trustee Leider suggested toning the overall site signage down a bit. Mayor Brandt noted the sign code was revised recently and one of the concerns of the Board is setting a precedent for other retailers that will want an electronic message sign if this is allowed. Economic Development Coordinator Zozulya stated staff reached out to the villages of Glenview and Lincolnwood where new Culver's restaurants are being considered and learned the electronic message board sign request has not been favorably received.

Mayor Brandt swore in Mr. Kevin Weasler, owner of Culver's. Mr. Weasler provided information regarding the Culver's prototype and corporate signage plans. Mr. Weasler noted his opinion is the changeable letter signs are worse than an electronic message sign. Mr. Weasler stated the sign could be used to get community messages out but the primary use is to promote the "flavor of the day". A conversation regarding the proposed electronic message board and possible options followed. Economic Development Coordinator Zozulya noted code permitted alternatives were discussed and the best possible options were a window sign or an a-frame sign. Trustee Feldman asked how long the electronic message board sign would be illuminated. Mr. Weasler stated the latest the sign would be illuminated is 11:00 p.m. Mr. Mele provided additional information regarding the proposed electronic message board sign.

Mayor Brandt asked if there was Board comments regarding the size of the Culver's wall signs. Trustee Hancock asked staff why they had concern with the size. Economic Development Coordinator Zozulya noted the proposed signs would be located in the most restrictive area covered by the downtown subdivision guidelines; other signs on this location are much smaller. A conversation regarding the image, illumination, and size of the proposed monument sign followed. Mr.

Mallon noted he did not feel the current signage at the sight was inappropriate for the site.

The Mayor and Board noted concern regarding the amount of exceptions being requested for the proposed Culver's and the impact they will have on future development requests if approved.

Trustee Leider recommended Culver's revise the proposed signage based on Board concerns prior to approving the signage exceptions. The Village Board also requested the developer provide local and national examples of similar wall and electronic message board signs proposed for Culver's.

It was the consensus of the Board for Lincolnshire Marketplace to work with staff prior to bringing this request back to the Board for discussion.

Mayor Brandt adjourned the Public Hearing and reconvened the Committee of the Whole meeting at 8:45 p.m.

3.13 Consideration of Architectural Review Board Recommendation of design plans for Culver's Restaurant and Shopping Center Ground Signs for the Lincolnshire Marketplace Center (Lincolnshire Marketplace LLC – Northeast Corner of Milwaukee Avenue and Route 22)

Mayor Brandt noted this item was discussed as part of 3.12.

3.14 Public Hearing Regarding Rezoning from R1 Single-Family to R4 Single-Family Attached Residence District – Lincolnshire Trails Townhome Subdivision (KZF Development/Stack Real Estate – 14600 Riverside Road)

3.15 Public Hearing Regarding a Special Use for a Planned Unit Development – Lincolnshire Trails Townhome Subdivision (KZF Development/Stack Real Estate – 14600 Riverside Road)

3.16 Public Hearing regarding an Annexation Agreement – Lincolnshire Trails Townhome Subdivision (KZF Development/Stack Real Estate – 14600 Riverside Road)

Mayor Brandt opened up Items 3.14 through 3.16 together.

Mayor Brandt recessed the Committee of the Whole meeting and opened the Public Hearing regarding rezoning from R1 Single-Family to R4 Single-Family Attached Residence District, a Special Use for a Planned Unit Development, and an Annexation Agreement for Lincolnshire Trails Townhome Subdivision

Economic Development Coordinator provided an update and summary of the requests made by KZF Development/Stack Real Estate for the

proposed Lincolnshire Trails Townhome Subdivision. Economic Development Coordinator Zozulya provided information and staff recommendations related to proposed exceptions.

Mayor Brandt swore in Mr. Lawrence Freedman, attorney representing KZF Development/Stack Real Estate; Mr. Jeff Rothbart with KZF Real Estate; Mr. Steve Friedman with KZF Development; and Mr. William Hupperich, Engineer with Manhard Consulting.

Mr. Rothbart provided background and a presentation related to the requests for the proposed Lincolnshire Trails Townhome Subdivision.

Mr. Freedman noted KZF Development/Stack Real Estate (KZF) has been working closely with staff in order to address their requests. Mr. Freedman addressed staff concerns related to construction schedules and asked the Board to allow them to re-visit this with staff in order to provide staff with the documentation and justification for the request. Mr. Freedman stated KZF is withdrawing their relief requests for non-code-compliant pavement, curb and gutter. Mr. Freedman stated KZF is in agreement with staff recommended park development donation credit of \$98,360. The developer will pay \$484,354 in park donations at the approval of the Final Plat of Subdivision, as required by code.

Mr. Freedman asked the Board to consider the request for installation of an off-premises subdivision marketing sign since KZF feels no one can see the proposed subdivision as it is set back from Riverside Road. Mr. Rothbart provided information regarding the need for the off-premises subdivision marketing sign. Trustee Hancock asked Economic Development Coordinator Zozulya what the concerns were from staff regarding the off-premises subdivision marketing sign. Economic Development Coordinator Zozulya stated the concern was putting a sign on a portion of land KZF did not own. Trustee Hancock asked who the owner of the proposed sign site may be. Economic Development Coordinator Zozulya stated the area discussed to date is the property Pulte is deeding to the Village for the trail-head park and noted Arthur J. Greene was not permitted to put a similar proposed sign up for their project. Trustee Hancock stated he was not opposed to the sign since KZF stack will be helping with the improvement of the roadway. Trustee Hancock suggested time expiration be put on the sign display period. Mayor Brandt noted location, size and visual impacts would need to be discussed prior to permission being granted for such a sign. Mr. Freedman noted this could all be worked out as it got closer to the time the sign was needed. Trustee Feldman asked if there would be a permanent monument sign on Milwaukee Avenue once the subdivision is built. Mr. Freedman said there would be no entrance sign on Milwaukee Avenue. A conversation regarding signage followed. Mr. Freedman suggested Village Attorney Simon craft language in the Annexation Agreement to come back regarding the possibility of an off-premises subdivision marketing sign.

Village Attorney Simon noted two things KZF asked the Board to address in the comments; site work being done before the final plat and building model homes before the public improvements were completed. Mr. Freedman stated KZF would like the ability, in the Annexation Agreement, to re-visit these requests subject to staff or Board approval as long as they could provide the necessary paperwork to justify the relief. Village Manager Burke noted staff previously requested the justification for this request and once KZF provides the paperwork, staff can review it and possibly recommend relief. Village Attorney Simon asked if the Board was in agreement with staff reviewing and recommending relief. It was the consensus of the Board staff could review and approve this request once the paperwork has been submitted and reviewed.

Economic Development Coordinator Zozulya stated one remaining item to consider is the Lake County Forest Preserve's request regarding an adjustment to the proposed bike path along the north side of Riverside Road. Mr. Freedman stated KZF would like the opportunity to meet with the Lake County Forest Preserve to discuss the scope of this requested adjustment in the location of the path.

Mayor Brandt swore in Mr. Charles Edwards, resident in Rivershire. Mr. Edwards asked how close the exit on Milwaukee Avenue is to Tower Road; how close it is to the Rivershire entrance. Mr. Edwards noted concern regarding the traffic at the exit in relation to the Rivershire entrance. Mayor Brandt noted this will become a fully signalized intersection at Tower Parkway and Riverside Drive. Mr. Edwards noted concern that the subdivision is too dense for the area and asked the Board not to approve.

Mayor Brandt swore in Mr. Pete Gruber, resident of 305 Rivershire Court. Mr. Gruber noted concern regarding the timing of the proposed intersection light and possible backup into Rivershire. Mr. Gruber asked if there is a way to adjust the timing of the light to prevent backup. Mr. Gruber asked about the speed limit on Riverside Road and asked the Board to consider speed bumps. Village Manager Burke noted he spoke with IDOT regarding the concerns with the timing of the light.

Mayor Brandt adjourned the Public Hearing and reconvened the Committee of the Whole meeting at 9:10 p.m.

3.17 Consideration of a Preliminary Plat of Subdivision and Preliminary Development Plans (KZF Development/Stack Real Estate – 14600 Riverside Road)

Trustee Servi stated he would like to see comparison of the density on the sight to other area developments. Economic Development Coordinator Zozulya provided density of comparable developments.

Mayor Brandt stated she liked the Architectural changes KZF has made.

It was the consensus of the Board for Village Attorney Simon to work on revised language for the Annexation Agreement prior to presenting this at the Regular Village Board meeting.

3.2 Finance and Administration

~~3.21 Official Announcement of Estimated Amount to be Raised by Ad Valorem Taxes for the 2016 Tax Levy to be Collected in Fiscal Year 2017 (Village of Lincolnshire)~~

This item was moved and discussed first under Items of General Business.

3.3 Public Works

~~3.31 Consideration of a Joint Purchasing Agreement with Compass Minerals Incorporated in the Amount of \$28,176.00 and Cargill Incorporated in the Amount of \$13,556.00 for the Purchase of Rock Salt for the 2016-2017 Winter Season (Village of Lincolnshire)~~

This item was moved and discussed second under Items of General Business.

3.4 Public Safety

3.5 Parks and Recreation

3.6 Judiciary and Personnel

4.0 UNFINISHED BUSINESS

4.1 Public Hearing Process

Trustee Servi noted he would like to clarify or modify the Public Hearing process to ensure the public has an opportunity to address the Village Board prior to Village Board discussion.

5.0 NEW BUSINESS

6.0 EXECUTIVE SESSION

Trustee Leider moved and Trustee Servi seconded the motion to go into Executive Session for the purpose of discussing Litigation, Land Sale and Personnel. The roll call vote was as follows: AYES: Trustees Hancock, Servi, Leider, and Feldman. NAYS: None. ABSENT: Trustees McDonough and Grujanac. ABSTAIN: None. The Mayor declared the motion carried and the Board went into Executive Session at 9:13 p.m. and came out of Executive Session at 9:41 p.m.

7.0 ADJOURNMENT

Trustee Leider moved and Trustee Hancock seconded the motion to adjourn. Upon a voice vote, the motion was approved unanimously and Mayor Brandt declared the meeting adjourned at 9:42 p.m.

Respectfully submitted,

VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk

**REQUEST FOR BOARD ACTION
Committee of the Whole
October 24, 2016**

Subject:	U-Haul, 200 & 300 Industrial Drive
Action Requested:	Preliminary Evaluation of a Major Amendment to an Existing Special Use and Lot Consolidation for Proposed Phase 2 Improvements
Petitioner:	U-Haul
Originated By/Contact:	Tonya Zozulya, Economic Development Coordinator Department of Community & Economic Development
Advisory Board Review:	Zoning Board and Architectural Review Board

Background:

- U-Haul, the current owner of 200 and 300 Industrial Drive, seeks to amend their existing Special Use permit to construct a new self-storage building and recreational vehicle (RV) storage structures, and to consolidate the two properties into one zoning lot.
- The Industrial Drive properties are located in the M-1 Restricted Manufacturing Zoning District which permits self-storage facilities. The area is part of the 37-acre industrial area planned for disconnection from Lincolnshire and annexation into Buffalo Grove.
- In 2015, U-Haul acquired the 200 Industrial Drive property (which previously contained truck, tractor and trailer leasing facilities) and received Village approvals for Phase 1 of the two-phase proposal for an existing U-Haul self-storage and equipment rental facility at 200 Industrial Drive and transferred the previous Special Use ordinance to U-Haul via Ordinance #15-3351-78 (see attached). That ordinance removed the prohibition of truck and trailer parking in front of the building and the reduction of the existing landscape berm along Aptakisic Road from 6' to 3' tall. Since 2015, U-Haul has remodeled the building and upgraded the site, as indicated in the attached cover letter, with the self-storage facility being fully operational at this time.
- The property at 300 Industrial Drive received a Special Use permit in 2006 (Ordinance #06-2959-51) to permit a concrete recycling, storage, sales and tree clipping operations for Lenzini Excavating Co. The use was subsequently discontinued, and the property has since been acquired by U-Haul.

Request Summary:

- The petitioner requests the following for their planned Phase 2 improvements:
 - A major amendment to the existing Special Use for the following (see attached cover letter, site plan and photos in the petitioner's presentation packet):
 - A 3-story, 95,957-square foot self-storage building (shown as Building "B" on the Site Plan)
 - Five single-story, mini self-storage exterior loading buildings, measuring between 1,846 and 2,576 square feet in area (shown as Buildings "C-G")
 - Four single-story covered RV areas (shown on the south end of the property)
 - Seven uncovered RV parking spaces (shown along the southeast property line).
 - Consolidation of the 200 and 300 Industrial Drive properties into one zoning lot.

Staff Comments:

- Major Special Use Amendment: Based on the preliminary staff review, the development proposal meets zoning and bulk requirements. The Village's internal Development Review Team will conduct a detailed review of the proposed plans following the preliminary evaluation meeting with the Village Board. Staff will provide the petitioner with comments regarding site circulation, building and fire safety code concerns, fire access and other items prior to their request advancing to the Zoning Board and Architectural Review Board.
- 300 Industrial Drive Special Use Ordinance Repeal - The Village Attorney recommends Ordinance #06-2959-51 covering the 300 Industrial Drive property be repealed in conjunction with the Special Use amendment given the discontinuance of the previous use.
- Lot Consolidation: The petitioner proposes lot consolidation to avoid zoning setback conflicts and to unify the development. They will prepare a plat of consolidation for the Village's review and approval, following the preliminary evaluation meeting.
- Self-Storage & RV Use: Staff believes the proposed additional self-storage and RV uses are appropriate for the manufacturing zoning district off an arterial road as a service to residents who sometimes have difficulty finding code-compliant RV storage alternatives on their residential properties. The proposed uses are also consistent with the U-Haul business model, as indicated in the attached cover letter.
- Village of Buffalo Grove Input: Given the planned disconnect of the property, staff provided Village of Buffalo Grove staff with U-Haul's proposed site plan for review and comment. Staff received preliminary comments from the Village of Buffalo Grove indicating concerns about circulation, access, aesthetics and fire safety. Staff will continue including Buffalo Grove in subsequent reviews as this proposal moves through the approval process.

Approval Process:

1. Zoning Board – Will hold a Public Hearing regarding an amendment to the existing Special Use and lot consolidation.
2. Architectural Review Board – Will review site/building design, signage, landscaping and lighting.
3. Village Board – Will consider the Zoning Board and ARB recommendations and will make a final decision regarding the petitioner's requests.

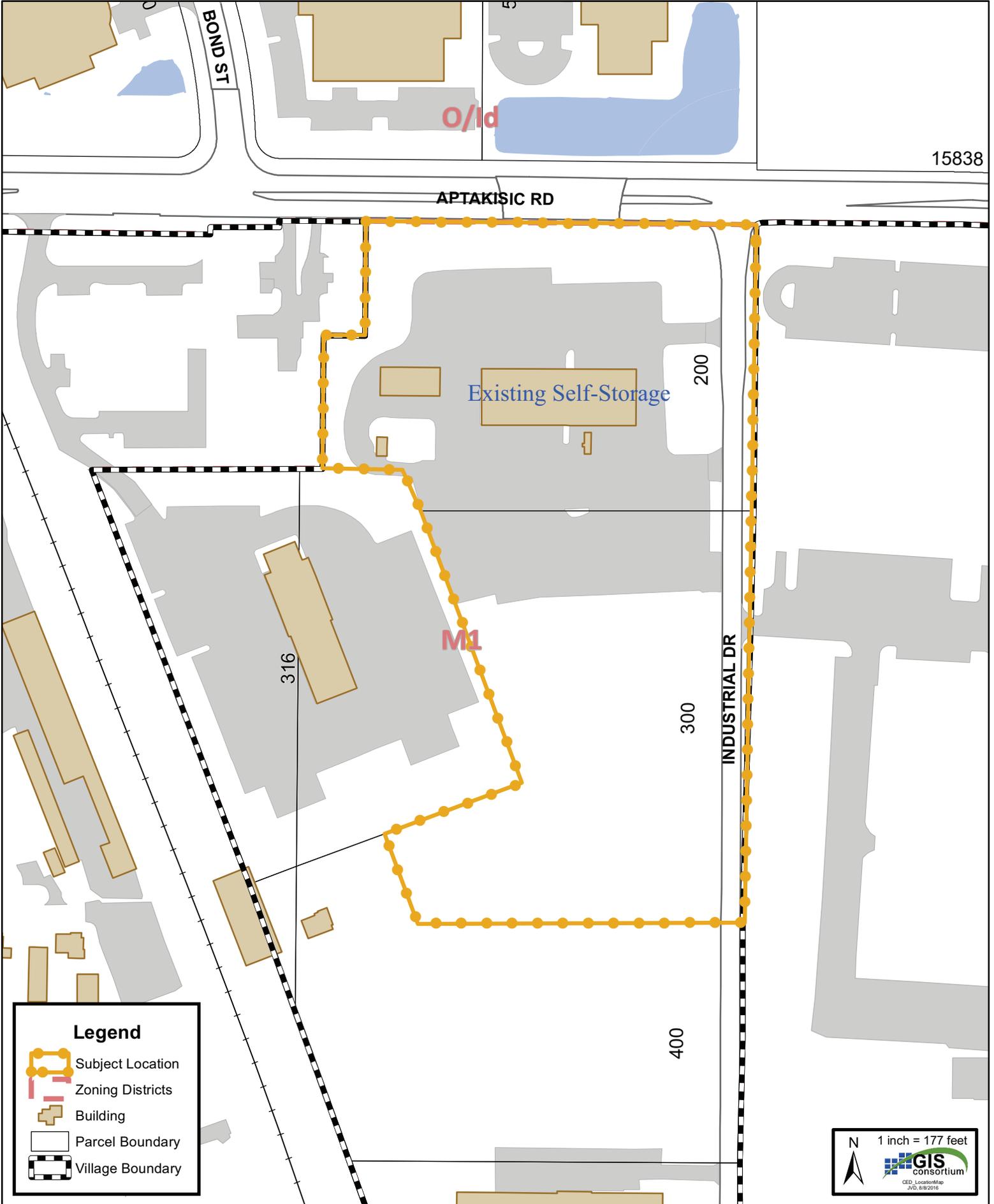
Recommendation:

Preliminary feedback from the Village Board regarding the proposed Special Use amendment and lot consolidation and referral for Zoning Board and Architectural Review Board reviews.

Reports and Documents Attached:

- Location Map, prepared by MGP GIS Consortium.
- Presentation Packet, prepared by U-Haul, dated October 11, 2016.
- Ordinance #15-3351-78 for U-Haul.
- Ordinance #06-2959-51 for Lenzini Excavating.

Meeting History	
Current Village Board Evaluation (COW):	October 24, 2016



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AMERCO REAL ESTATE COMPANY • 2727 N. CENTRAL AVE. • PHOENIX, AZ 85004
PHONE: (602) 263-6502 • FAX: (602) 277-1026

Date: October 11, 2016,

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

Re: Special Permit Amendment – 200 & 300 Industrial Drive

Madam Mayor and Village Trustees

U-Haul Company of Northwest Chicago Suburbs is seeking approval from your Village Board to amend our existing Special Permit as follows:

- 1. Consolidate the 200 and 300 Industrial Drive properties into one 1;**
- 2. Construct one 95,957 sq. ft. 3-story self-storage building (shown as Building B on the Site Plan).**
- 3. Construct 5 single-story mini-self-storage exterior loading buildings for Personal storage ranging in size between 1,846 - 2,576 sq. ft. in size (shown Building C-G)**
- 4. Construct 4 single-story covered RV / boat areas.**
- 5. Construct 7 uncovered RV spaces**

With the growth of the self storage industry over the past three decades, it reflects the sensational advancement in personal and business lifestyles that individuals have come to enjoy. Access to, and use of, auxiliary storage space for managing possessions, inventory, and our typical transitory needs is no longer a luxury but and expected service by residents and businesses in every community.

So many economic factors have influenced the evolution of self-storage development. People move more often and, therefore, require short-term storage space. Increasing construction housing costs have resulted in smaller housing that do not have the traditional garages, basements, attics and more individuals are considering the affordable housing as an option that unlikely have much storage space.

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Thirty years ago, when self-storage industry was new, communities viewed self storage facilities as small commercial warehouses, hence the name “mini-warehouse” Today, a U-Haul self-storage facility is an operating commercial / retail business that reflects the design needs of the neighborhood it serves. Not only will our facilities offer an aesthetically pleasing design. We will offer customer choices that can best serve their needs. These options include our exterior loading, individually alarmed storage locker ranging in size from 10x10 to 10x20's. This option allows customers drive up to their locker and load / unload their personal items. (Proposed Buildings C-G reflect this option).

Another self-storage option U-Haul provides to all our customers is the interior climate controlled, individually alarmed, drive-n-loading, state of the art building with storage lockers choices ranging in sizes of 5x5, 5x10, 10x10 and 10x15's. (Proposed Building B).

U-Haul self-storage facility policy state that customers have access to the rental space only for the purpose of storing and removing property stored in that rental space. The rental space shall not be used for residential purposes or operations of a business. Customer agrees not to store any hazardous materials, perishable foods, hazardous waste, solid waste, toxic chemicals, illegal goods, explosives, highly flammable materials. Customers also agree not to store any living creatures or organism, or any dead animals or other carcass. Customers also agree not to store collectibles, heirlooms, jewelry, works of art or any other items of sentimental value.

As part of this Special Permit request, we will also be working with the Village Attorney to repeal a 2006 Ordinance for Lenzini Excavating.

Our site is located south of Aptakasic Road and west of Industrial Drive. The U-Haul comprehensive plan has always been to develop our property into two phases. Phase 1 which is almost completed included the re-use development of an existing building into a self-service storage facility, a retail / showroom area and converting a couple existing service bays into a dispatch / receiving area and hitch installation bay.

As part of this building conversion we added a brand new roof system, repainted the entire building, added new exterior lighting, performed a detailed cleanup of the entire site, implemented a tree preservation plan and completed the front line landscaping along main road.

Within our original “Letter of Intent”, we outlined our plan for Phase 2 that would include the additional self-service storage use and a state of the art, multi-story, climate controlled self-storage building.

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Over the past months, we have developed a plan that will allow U-Haul to better serve the needs of the community (see site plan attached). We have also determined that we can help the village by also offering RV / Boat & Vehicle secure storage. We believe that our proposal can eliminate screening issues the Village might be having since there are strict parking regulations that residences might not meet, but our plan can.

Our proposal for these use(s) that include a new 3-story Self-Storage building, Vehicle / Boat Storage and (5) single-story self-storage exterior loading buildings to be used for personnel storage will require amending our existing Special Use permit. The architectural design and materials of these buildings will be consistent with the village styles. (see example photos below)

The plan we are presenting (see site plan attached) will provide the screening that your Village Code requires. This eliminates the need for permission for outdoor parking of recreational vehicles, boats, trailers, snow-mobiles, campers, house trailers, motor home or commercial trucks which are prohibited in your residential zoned districts. This development plan with the proposed RV area will also help reduce winter parking issues when public works is wanting plow the streets. Our plan will be convenient to all customers and easily accessed through auto controlled secured gate.

Part of our due-diligence and planning for this development is also to understand the needed utilities, ie; sanitary, water, storm-water and provide the best management practices. What we have determined is the existing site is comprised of 75% impervious area, including pavement / curb, building / roof tops and gravel areas. Upon a detailed review of lake County GIS Color Infrared Aerial (see below), the existing impervious areas on the site pre-date the original effective date of the WDO of October 18, 1992. Per Article 300.06.C of the WDO, the current impervious surfaces are **not** considered "new" impervious surfaces.

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With this proposed development that includes the construction of a new multi story indoor climate controlled storage facility, along with five (5) outdoor loading storage buildings and four (4) covered recreational vehicle (RV) storage areas. As demonstrated on the attached Exhibit A, Drainage Exhibit, the proposed site is comprised of 75% impervious area, including pavement / curb and building / rooftop areas.

Upon further review of Section 300, Regulated Development, of the WDO, we have come to the conclusion that the proposed development of U-Haul Lincolnshire is **not** considered a Regulated Development and the rate of runoff from the site will **not**

Moving Made EasierSM

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change as the existing impervious areas are equivalent to the newly proposed impervious areas.

Existing domestic water is existing at our property and will be extended to the new 3-story self-storage building. Sanitary service will be as follows: The existing building shall remain connected to the on-site holding tank. The new 3-story self-storage building will connect to the 8" village line across the street.

U-Haul is truly committed to build a development that we all can be proud of. We know that by amending our existing Special Use it will not be injurious to the use and enjoyment of other property in the immediate vicinity. Our use will also not diminish nor impair property values within the neighborhood

Our intent is to build a state of the art Moving and Storage facility that includes (1) Consolidating the 200 and 300 Industrial Drive properties into one. (2) Construct one 95,957 sq. ft. 3-story self-storage building (shown as Building B on the Site Plan. (3). Construct 5 single-story self-storage exterior loading buildings for personal storage ranging in size between 1,846 & 2,576 sq. ft. in size (shown as Building C-G) (4). Construct 4 single-story covered RV / boat areas and (5). Construct 7 uncovered RV spaces

Amending the existing special use will not impede the normal and orderly development and improvement of the surrounding property. During Phase 1 we determined that there are and will be for Phase 2 sufficient / existing utilities access roads and drainage for and on the property. Our plan when completed will address any and all concerns about access, circulation, aesthetics and fire / life safety.

Our request is consistent with the overall business model for typical U-Haul facility. With the proposal of the new self-storage buildings and the RV / Boat / Vehicle parking area. We will be able to offer our customers the greatest value, service and convenience.

We ask you to consider our request to amend our existing Special Use to allow for both a new Self-storage buildings and secured parking for Boats, RV Vehicles, etc.

Thank you

Heather Skelton
Marketing Company President
U-haul Company of Northwest Chicago Suburbs

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Similar Design of U-Haul Lincolnshire;



RV Covered Canopies



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Example of Recreational Vehicle area:



RV Canopy Area

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Examples of the (5) Exterior Self-Storage Buildings

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AERIAL VIEW - NIS

Site Plan Data

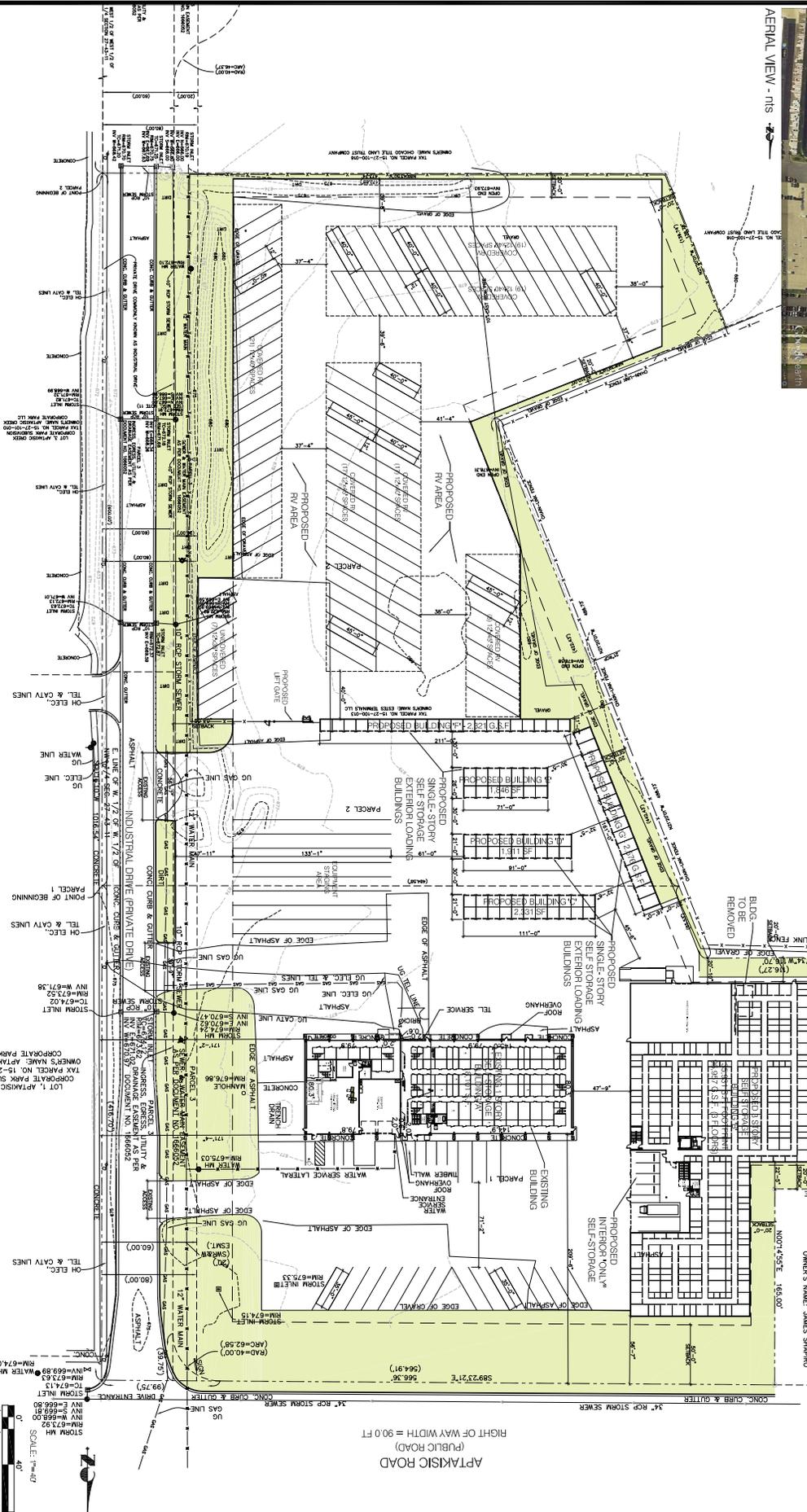
Project Address: 200 Industrial Drive
 Municipality: Village of Lincolnshire
 Parcel(s) No(s): 15-27-100-002-0000
 Owner Zoning: M1 and M1-SU
 Site Gross Area: 11.53 Acres OR 502,263 SF
 Building Footprint Area: 65,017 SF
 Gross Impervious Surface: 526,885 SF
 Gross Open Space Area: 110,885 SF
 F.A.R. Required: 0.3 OR 251,127 SF
 F.A.R. Ratio: 25% OR 125,043 SF
 Proposed Usage: Self-Storage, Retail, Equipment Rentals

Building Height Allowed: 45 FT
 Building Height: 40 FT
 Existing (Height) In: 24.5 FT

Storage Unit Size	Building A (Existing)				Building B				Buildings C-D (Extension)				TOTAL			
	Units	SQ. FT.	%	1st	2nd	3rd	4th	TOTAL SQ. FT.	%	QTY.	SQ. FT.	%		TOTAL SQ. FT.	%	
5 x 5	27	12	975	7%	41	47	47	135	3,375	5%	0	0%	174	4,350	5%	
5 x 8	18	20	1,520	12%	1	1	0	2	80	0%	0	0%	40	1,600	2%	
5 x 10	30	31	2,300	23%	115	111	132	358	17,000	28%	0	0%	416	20,800	24%	
10 x 8	16	18	2,720	22%	3	3	4	10	800	1%	0	0%	44	3,520	4%	
11 x 8	0	0	0	0%	0	0	0	0	0	0%	0	0%	0	0	0%	
10 x 10	0	0	0	0%	0	0	0	0	0	0%	0	0%	0	0	0%	
10 x 15	0	0	0	0%	0	0	0	0	0	0%	0	0%	0	0	0%	
TOTAL	103	112	8,565	100%	238	231	318	827	63,792	100%	31	10,250	100%	1,182	86,594	100%

PROPOSED STORAGE MIX

Storage Unit Size	Units	SQ. FT.	%
5 x 5	27	12	975
5 x 8	18	20	1,520
5 x 10	30	31	2,300
10 x 8	16	18	2,720
11 x 8	0	0	0
10 x 10	0	0	0
10 x 15	0	0	0
TOTAL	103	112	8,565



AMERCO REAL ESTATE COMPANY

739027

SP-1

ARCHITECT: [REDACTED]

DATE: 10/27/16

PRELIMINARY DOCUMENTS NOT FOR CONSTRUCTION OR FOR INFORMATION ONLY

GENERAL NOTES:

REVISIONS:

NO.	DATE	DESCRIPTION
1	07/11/16	BLC UPDATED SITE DATA, STORAGE MIX
2	08/07/16	DS UPDATED SITE PLAN
3	10/04/16	DS CITY COMMENTS
4		
5		
6		

PROFESSIONAL SEAL:

DATE: 10/27/16

SCALE: 1"=40'

OWNER: JAMES SHAPIRO

PROJECT ADDRESS: 200 INDUSTRIAL DRIVE, LINCOLNSHIRE, IL 60069

OWNER: JAMES SHAPIRO

DATE: 10/27/16

ORDINANCE NO. 15-3351-78

**AN ORDINANCE AMENDING A SPECIAL USE WHICH
ESTABLISHED THE OPERATION OF A TRUCK, TRACTOR AND TRAILER
LEASING FACILITIES IN AN M-1 MANUFACTURING DISTRICT
FOR A U-HAUL SELF-STORAGE AND EQUIPMENT RENTAL FACILITY
(ORDINANCE NO. 76-446-76)**

WHEREAS, Ordinance No. 76-446-76 (the "Special Use Ordinance") granted a special use to establish and operate a truck, tractor and trailer leasing facility in a M-1 Manufacturing District on the property commonly known as 200 Industrial Drive and legally described in Exhibit "A" attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, Special Use Ordinance was amended by Ordinance 78-533-23 to permit selling, leasing, repairing, maintaining, and rebuilding truck, trailer and truck parts and truck trailer parts, indoors only, on the Subject Property;

WHEREAS, the Zoning Board held a public hearing on November 11, 2014, on a request from Amerco Real Estate Company, on behalf of U-Haul ("Petitioner"), with the consent of Lenzi Lincolnshire, LLC (the "Owner"), for an amendment to the Special Use Ordinance to remove the prohibition of truck and trailer parking in front of the building and reduce the existing landscape berm to 3 feet tall (the "Special Use Amendment"); and

WHEREAS, the aforesaid public hearing was held pursuant to legal notice, including publication in the Lincolnshire Review on October 23, 2014, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

WHEREAS, the Zoning Board finds that the Special Use Amendment satisfies the standards to qualify for a special use permit set forth in Section 6-14-11 of the Village Code, as demonstrated by the findings of fact attached hereto as Exhibit "B"; and

WHEREAS, the Architectural Review Board (ARB) held a public meeting on January 20, 2015, on the application of the Petitioner for approval of amendments to the site plan, building elevations, and landscape plan for a proposed U-Haul facility; and

WHEREAS, the aforesaid public meeting was held pursuant to legal notice and all persons desiring an opportunity to be heard were given such opportunity at said public meeting; and

WHEREAS, the Zoning Board and ARB have heretofore submitted to the Mayor and Board of Trustees their respective findings of fact and recommendations related to the applications heretofore described;

WHEREAS, the Corporate Authorities have concluded that the Special Use Amendment, subject to and in conformance with the terms and conditions of this Ordinance, will be beneficial to the Village, will further the development of the Subject Property and the orderly development of the Village, and will otherwise enhance and promote the general welfare of the Village and the health, safety and welfare of the residents of the Village.

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 and Findings.

A. The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this Ordinance. Such recitals are hereby incorporated into and made a part of this Ordinance as though they were fully set forth herein. The Parties further agree that this Ordinance shall be liberally construed so that the purpose and intent represented by the recitals shall be accomplished to the greatest extent permitted by law.

B. The Mayor and Board of Trustees have duly considered the findings and recommendations of the Zoning Board and ARB and hereby adopt the findings of the Zoning Board and recommendation of the ARB, attached respectively as Exhibits B and C, as the findings of the Corporate Authorities the same as though fully restated herein. All references and findings of the Zoning Board and ARB are hereby made the findings and references of the Mayor and Board of Trustees.

Section 2. Amendment to Special Use Ordinance.

A. **Future References.** From and after the effective date of this Ordinance, all references to the Special Use Ordinance shall be deemed to mean the Special Use Ordinance, as amended by Ordinance 78-533-23 and this Ordinance. Except as modified by this Ordinance, all current provisions of the Special Use Ordinance shall remain in full force and effect.

B. **Special Use Amendment.** The Special Use Ordinance is hereby amended to remove the prohibition of truck and trailer parking in front of the building and reduce the existing landscape berm to 3 feet tall, all subject to the following conditions and limitations:

1. The existing berm adjacent to the west property line shall remain;
2. The Landscape Plan shall be revised to provide landscaping compliant with Section 13-2-1(C)(3) of the Village Code;

3. The vehicular area north of the principal building be paved with concrete, asphaltic materials or permanent materials, in accordance with the Off-Street Parking regulations in Title 6, Chapter 11 of the Village Code;

4. Existing detached structures shall be removed prior to the issuance of a Certificate of Occupancy for the principal building; and

5. Except to the extent in conflict with the foregoing conditions, the Subject Property shall be improved in compliance with the following plans and specifications, all of which shall be attached hereto as Exhibit D and incorporated as though fully set forth herein.

- a. Proposed Site Plan, Sheet SP-1, prepared by Amerco Real Estate Company, dated January 29, 2014.
- b. Tree Preservation Plan, Sheet 1 of 2, prepared by Krogstad Land Design Limited, last revised January 29, 2015.
- c. Landscape Plan, Sheet 2 of 2, prepared by Krogstad Land Design Limited, last revised February 2, 2015.
- d. Proposed Elevations, Sheet EL1, prepared by Amerco Real Estate Company, dated October 16, 2014.
- e. Photometric Plan, Sheet LT, prepared by Amerco Real Estate Company, dated November 11, 2014.
- f. D-Series Size 2 LED Area Luminaire manufacturer's specification sheet, 3 pages.

Section 3. Superseding Effect. The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent of any conflicts. Except for the foregoing limitation, the development of the Subject Property remains subject to all terms and conditions of applicable Codes and Ordinances of the Village of Lincolnshire including, without limitation, zoning ordinances, building codes, subdivision regulations and regulations concerning the construction and design of public improvements.

Section 4. Penalties. Any person violating the terms and conditions of this Ordinance shall be subject to a penalty not exceeding Five Hundred Dollars (\$500.00) with each and every day that the violation of the Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any

person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees. This section shall not apply to the Village of Lincolnshire, its officials, agents or employees.

Section 5. Enforcement. The Subject Property shall be made available for inspection by any department of the Village at all reasonable times for compliance with this Ordinance and any other applicable laws or regulations.

Section 6. Effective Date; Assent. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance shall not take effect until a true and correct copy of this Ordinance is executed by Petitioner and Owner, or such other parties in interest as the Village may reasonably identify, consenting to and agreeing to be bound by the terms and conditions of this Ordinance. Unless the Petitioner and Owner deliver to the Village a copy of this Ordinance, as so executed, not later than sixty (60) days after the passage and approval of this Ordinance by the Corporate Authorities, or within such extension of time as may be granted by the Corporate Authorities by motion, this Ordinance shall be null and void and of no further force and effect.

PASSED this 23rd day of February, 2015, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES: Brandt, Grujanac, McDonough, Servi

NAYS: None

ABSTAIN: None

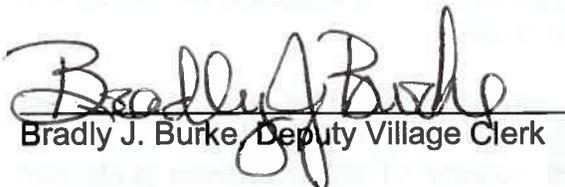
ABSENT: Feldman, McAllister

APPROVED this 23rd day of February, 2015.



Brett Blomberg, Mayor

ATTEST:


Bradley J. Burke, Deputy Village Clerk

Published by me in pamphlet form
this 23rd day of February, 2015.



ACCEPTED:

LENZINI LINCOLNSHIRE, L.L.C.

Madeline Lenzini

By: Madeline Lenzini

Its: Manager

Date of Execution: 3/20/15

STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, the undersigned, a Notary Public, do hereby certify that Madeline Lenzini, who is the Manager of LENZINI LINCOLNSHIRE, LLC ("Owner"), and who is personally known to me to be the same person whose name is subscribed to the foregoing Ordinance, appeared before me this day in person and acknowledged that he signed and delivered said Ordinance as his own free and voluntary act on behalf of Petitioner, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 20th day of March, 2015.

Wendy Gold
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF L A K E)

CLERK'S CERTIFICATE

I, **BARBARA MASTANDREA**, do hereby certify that I am the duly appointed and qualified Village Clerk for the Village of Lincolnshire, Lake County, Illinois.

I do further certify that the above and attached is a true and correct copy of an Ordinance entitled:

**AN ORDINANCE
GRANTING A SPECIAL USE FOR THE OPERATION
OF A CONCRETE RECYCLING, STORAGE AND SALES FACILITY
AND A TREE CHIPPING FACILITY
(LENZINI)**

I do further certify that the aforesaid Ordinance was entrusted to my care and custody, that the same is duly spread upon the record of proceedings of said Village, and that I am the custodian of all Village records, including the journal of proceedings, ordinances, and resolutions of said Village.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September, 2006.



**Village Clerk
Village of Lincolnshire
Lake County**

**Prepared by and Mail to:
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069**

ORDINANCE NO. 06-2959-51

**AN ORDINANCE
GRANTING A SPECIAL USE FOR THE OPERATION
OF A CONCRETE RECYCLING, STORAGE AND SALES FACILITY
AND A TREE CHIPPING FACILITY
(LENZINI)**

WHEREAS, application has been made by LENZINI EXCAVATING, CO. (“Applicant”) for a Special Use Permit to allow for the establishment and operation of a concrete recycling, storage and sales facility and a tree chipping facility located at 300 Industrial Drive; and

WHEREAS, the Zoning Board conducted a public hearing on the Applicant’s petition, such hearing being convened originally on August 8, 2006, and continued until on September 15, 2006, whereupon it was adjourned, during which all interested persons were granted an opportunity to present evidence and cross-examine the other witnesses; and

WHEREAS, the Zoning Board has heretofore submitted to the Mayor and Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, its findings of fact and recommendations related thereto; and

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

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

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

SECTION 2: That the property which is the subject of this Ordinance is legally

described as follows:

THAT PART OF THE WEST HALF OF THE WEST HALF OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SOO LINE RAILROAD (FORMERLY THE CHICAGO AND WISCONSIN RAILROAD) BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27 WHICH IS 1,608.0 FEET NORTH OF THE SOUTH EAST CORNER WHEREOF; THENCE NORTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTH WEST 1/4 OF SAID SECTION 27, 600.0 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, 484.58 FEET TO A POINT ON A LINE 420.0 FEET NORTH EASTERLY (MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SOO LINE RAILROAD); THENCE SOUTH EASTERLY ALONG SAID PARALLEL LINE, 422.43 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO SAID NORTH EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY THROUGH A POINT OF CURVE IN SAID EASTERLY RIGHT OF WAY LINE, THENCE SOUTH WESTERLY ALONG THE LAST DESCRIBED LINE, 210.0 FEET; THENCE SOUTH EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 139.74 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTH WEST 1/4 OF SAID SECTION 27 THROUGH SAID POINT ON SAID EAST LINE WHICH IS 1,608.0 FEET NORTH OF THE SOUTH EAST CORNER THEREOF, THENCE EAST ALONG SAID LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE 472.88 FEET TO THE PLACE OF BEGINNING IN LAKE COUNTY, ILLINOIS.

SECTION 3: A Special Use Permit is hereby granted and issued for the purpose of establishing and operating a concrete recycling, storage and sales facility and a tree chipping facility located at 300 Industrial Drive in strict conformance with Section 6-7A-7(C) of the Village Code, and the plans submitted, reviewed, and approved by the Village Board, subject to the following conditions and restrictions:

1. The acreage, or footprint, of the subject property on which the Applicant operates of the concrete recycling, storage and sales and tree chipping shall not be expanded;

2. Crushing, grinding and/or chipping shall not occur, cumulatively, more than twenty-five (25) times per calendar year;
3. Only material from the Applicant's off-site operations may be processed by either facility;
4. Only recyclable raw material may be accepted at the facilities;
5. The height of the raw material and processed material stockpiles shall not exceed twenty feet (20');
6. No operation of the concrete recycling, storage and sales facility and tree chipping facility shall occur between December 1 and March 1, provided the Applicant may store raw materials and processed materials on the subject property in a manner which eliminates any vectors which result in a nuisance to neighboring properties;
7. The Applicant shall strictly comply with the operating plan submitted for each of the concrete recycling, storage and sales facility and tree chipping facility, to the extent such plans are not less stringent than the conditions contained herein or in Ordinance No. 95-1401-31, provided that any conflict between the operating plans and this Ordinance shall be resolved in favor of this Ordinance;

SECTION 4: This Special Use is personal to the Applicant and may not be transferred. Any transfer of more than 10% of the fee title to the subject property shall result in the automatic termination of the special use permit herein granted.

SECTION 5: The Special Use granted herein shall have a term not to exceed two (2) years. In the event the Applicant desires to apply for a new Special Use permit upon the expiration of this Ordinance there shall be no operation of either facility in the event of any gap between the expiration of this Ordinance and the grant of a subsequent Special Use, if any.

SECTION 6: The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent that there might be any conflict. Except for the foregoing limitation, the development of the Subject Property is subject to all terms and conditions of applicable ordinances and regulations of the Village of Lincolnshire including, without limitation Ordinance No. 95-1401-31 as amended, zoning ordinances, building codes, subdivision regulations and regulations concerning the construction and design of public improvements.

SECTION 7: The following exhibits shall be attached to and made a part of this Special Use Ordinance and all standards, requirements, designs or specifications in such exhibits shall be binding on the Petitioner to the extent they are not less stringent than any other condition contained herein:

1. Standards for Special Use Permit for Concrete Recycling, Storage and Sales and Tree Chipping Facility, received August 4, 2006, submitted by the Applicant in support of its Application;
2. Concrete Recycling, Summary of Operations, received July 6, 2006;
3. Tree Recycling, Summary of Operations, received July 6, 2006; and
4. Plat of Survey depicting location of operations and storage.

SECTION 8: Any person violating the terms and conditions of this Ordinance shall be subject to a penalty not less than One Hundred Dollars (\$100.00) and not exceeding Five Hundred Dollars (\$500.00) for each violation, with each and every day that the violation of the Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees. This section shall not apply to the Village of Lincolnshire, its

officials, agents or employees.

SECTION 9: Failure to abide by any and all terms of the Special Use Permit shall also be cause for the Village to initiate hearings to determine whether the subject Special Use shall be revoked, along with any applicable license.

SECTION 10: The premises shall be made available for inspection by any department of the Village at all reasonable times for compliance with this Ordinance and any other laws or regulations.

SECTION 11: All conditions set forth in Ordinance No.06-2948-40 shall remain in full force and effect. If there are any irreconcilable conflicts between that Ordinance and this Ordinance, that Ordinance shall prevail.

SECTION 12: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. Provided, however, that this Ordinance shall not take effect until a true and correct copy of this Ordinance is executed by the Owners of the Subject Property consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted by the Corporate Authorities by motion.

PASSED this 25th day of September, 2006, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES: Brandt, Kloske, Saltiel, Servi

NAYS: None

ABSENT: McDonough

APPROVED this 25th day of September, 2006.

Brett Blomberg
Brett Blomberg, Mayor

ATTEST:

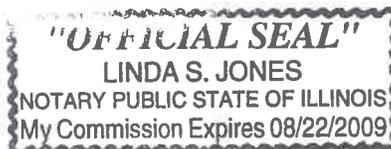
Barbara Mastandrea
Barbara Mastandrea, Village Clerk

ACKNOWLEDGED and ACCEPTED
this 27 day of Sept, 2006.

L. Robert Lenzini
Lenzini Excavating, Co.

Subscribed and sworn to before me this 27th day of
September, 2006.

Linda S. Jones
Notary



REQUEST FOR BOARD ACTION
Committee of the Whole Meeting
October 24, 2016

Subject: Resolution for Maintenance of Streets and Highways

Action Requested: Consideration of a Supplemental Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code - January 1, 2009 to December 31, 2009 (Village of Lincolnshire)

Originated By/Contact: Wally Dittrich, P.E., Assistant Public Works Director/Village Engineer

Referred To: Mayor and Board of Trustees

Summary / Background:

The proposed resolution approves the allocation of \$9,919.60 from the Village's Motor Fuel Tax Fund (MFT) for the 2009 resurfacing program which included Northampton Lane, Cambridge Lane, and Elsinoor Drive. The Village is currently undergoing an IDOT audit of the expenditures of MFT funds dating back to the year 2000. As part of that audit, it was discovered that the Village spent \$9,919.60 more than the originally approved \$230,080.40 in MFT funds for the 2009 resurfacing program. In order to close out the audit for this project, IDOT requires the Village Board to approve a resolution authorizing the use of MFT funds expended above and beyond the original authorization. In the event the Village does not pass this resolution, then the funds must be reimbursed back into the MFT account from the General Fund.

Budget Impact: N/A

Service Delivery Impact: No Change

Recommendation: Staff recommends approval of this resolution

Reports and Documents Attached:

- *Resolution for Maintenance of Streets and Highways, Bureau of Local Roads Form 14230*

Meeting History	
Initial Referral to Village Board (COW):	October 24, 2016
Regular Village Board Meeting:	November 14, 2016



BE IT RESOLVED, by the Mayor and Board of Trustees of the
(Council or President and Board of Trustees)
Village of Lincolnshire, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$9,919.60 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2009
(Date)
to December 31, 2009.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Barbara Mastandrea, Village Clerk in and for the Village
(City, Town or Village)
of Lincolnshire, County of Lake

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and Board of Trustees at a meeting on November 14, 2016
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL) _____ Village Clerk
(City, Town or Village)

Approved

Regional Engineer
Department of Transportation

Date

**REQUEST FOR BOARD ACTION
Committee of the Whole
October 24th, 2016**

Subject: Illinois Department of Transportation Letter of Intent for Village's Cost Sharing of Improvements for US 45/IL 21 (Village of Lincolnshire)

Action Requested: Discussion and Direction From Village Board

Originated By/Contact: Wally Dittrich, P.E., Assistant Public Works Director / Village Engineer

Referred To: Mayor and Board of Trustees

Summary / Background:

The Illinois Department of Transportation (IDOT) is beginning the design phase of improvements to US 45 between IL 60 (Town Line Road) and IL 22 (Half Day Road). The general scope of the project includes adding a third thru lane in each direction on US 45 between Jamestown Lane and Marriott Drive along with intersection, drainage, and bike/pedestrian improvements. Currently, funding is only programmed for design engineering and partially for land acquisition. IDOT has not programmed funding for construction at this time.

As part of the design process, IDOT seeks the Villages commitment to have certain items included in the project. These items were developed preliminarily during the Phase 1 study which included numerous public meetings as well as meetings with staff and Village Board. Staff is here today to present the different areas that IDOT requests the Village's participation and get feedback so that the letter of intent can be finalized with IDOT. After the Board has approved the Letter of Intent, additional design work will be undertaken to complete the design and cost estimates for all of the improvements that would be brought back to the Village Board for approval and inclusion into a formal Intergovernmental Agreement for the project. This would not happen until the State programs the necessary funding for construction.

Budget Impact:

The total Village costs as outlined in the Letter of Intent are \$1,405,404. This amount can increase or decrease depending on the items the Village wishes to have included in the project. The timing of when these funds would be required is uncertain as it is dependent on IDOT's construction schedule which has not yet been determined.

Recommendation:

Direction from the Village Board on the items for Village participation is requested.

Reports and Documents Attached:

- IDOT Letter of Intent

Meeting History	
Village Board (COW):	October 24, 2016
Regular Village Board Meeting:	TBD



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

July 6, 2016

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

RECEIVED

JUL 13 2016

**VILLAGE OF LINCOLNSHIRE
PUBLIC WORKS DEPT.**

Dear Mayor Brandt:

The Illinois Department of Transportation (Department) has completed preliminary engineering and environmental studies (Phase I) for the improvement of US 45 from IL 60 to IL 22 in Lake County. Funding for Phase II engineering and partial funding for land acquisition is included in the Department's FY 2017-2022 Proposed Highway Improvement Program. The remaining elements of the project will be included in our priorities for future funding consideration among similar improvement needs throughout the region. This will serve as a Letter of Intent between the Village of Lincolnshire (Village) and the Department confirming your concurrence with the proposed improvement plan and the cost participation responsibilities for the subject project.

The general scope of work for this improvement consists of reconstructing and widening US 45 to provide two travel lanes in each direction separated by a median, bicyclist and pedestrian accommodations, as well as intersection and drainage improvements. Public outreach for the project included two public meetings, and a public hearing. This scope of work was discussed in greater detail in several meetings with the Village. A CD of the approved combined design report is enclosed for your information.

Based on previous coordination with the Village, specific items identified by the Department requiring cost participation and/or maintenance by the Village include traffic signal replacement, bicyclist and pedestrian accommodations, and roadway lighting. Additional discussion regarding emergency vehicle pre-emption devices, landscaped medians, and utility relocation is included for your information.

Traffic Signal Replacement

Traffic signal replacement is proposed at several locations along the corridor, including the intersections of US 45/IL 21 at West Olde Half Day Road and Marriott Drive within the Village limits. The total cost of the traffic signal work at these intersections is \$830,000. As outlined in the attached Exhibit A, funds provided by the Federal Highway Administration (FHWA) may be used for 80% of the traffic signal costs with the Department and Village sharing in the remainder of the cost, based on the percentage of approach leg jurisdiction. If federal funds are not used, the FHWA share will be assumed by the Department. The Village has jurisdiction of West Olde Half Day Road and

Marriott Drive at US 45. Please note that in accordance with the permit for the installation of traffic signals on US 45/IL 21 and Marriot Drive dated October 17, 1986, the Village will be responsible 100% of the traffic signal costs at this intersection.

The cost share breakdown for traffic signals is outlined in the following table. The Village's share of the costs will be approximately \$509,450.

Location	Improvement	FHWA Cost	Division of Remaining Costs		Engineering Fee, 15%	Total Village Cost
			IDOT	Village		
US 45/IL 21 and West Olde Half Day Road	Traffic Signal Replacement \$430,000	\$344,000 (80%)	\$43,000 (10%)	\$43,000 (10%)	\$6,450	\$49,450
US 45/IL 21 and Marriott Drive	Traffic Signal Replacement \$400,000	\$0 (0%)	\$0 (0%)	\$400,000 (100%)	\$60,000	\$460,000
Total Village Costs - Traffic Signals						\$509,450

Energy and Maintenance Costs for Traffic Signals

Energy and maintenance costs will continue as outlined in the current Agreements between the Village and the Department.

Bicyclist and Pedestrian Accommodations

As described in the attached Exhibit A, the Department is responsible for 100% of the cost for removal and replacement of existing sidewalk/paths affected by the roadway improvements. There is 250 feet of existing sidewalk within the Village limits that is proposed to be replaced, and 1,940 feet of existing sidewalk/path that is proposed to be replaced with a ten-foot wide shared-use path.

According to Department policy, a separate shared-use path and/or sidewalk is required to accommodate bicyclists and pedestrians along, or short distances outside of, the project limits if the local agency is willing to participate in cost sharing and take maintenance responsibilities of the shared-use path and/or sidewalk. The local cost share for new pedestrian and bicyclist facilities is 20% of the construction cost, plus a 15% engineering fee.

New shared-use paths or sidewalks are proposed as follows:

- A ten-foot wide shared-use path along the east side of US 45/IL 21 from Knightsbridge Parkway/Jamestown Lane to IL 22
- A ten-foot wide shared-use path along the west side of US 45/IL 21 from IL 22 to West Olde Half Day Road
- A ten-foot wide shared-use path along the east side of IL 21 between North Olde Half Day Road and Georgetown Way
- A five-foot wide sidewalk along the west side of US 45/IL 21 from Knightsbridge Parkway/Jamestown Lane to IL 22

In total, 3,120 feet of new ten-foot wide shared-use path, and 1,980 feet of new five-foot wide sidewalk are proposed within the Village limits. The estimated cost for the new shared-use path is \$109,200. The Village's portion would be approximately \$25,116, including a 15% engineering fee. The estimated cost of the new sidewalk is \$69,300. The Village's portion would be approximately \$15,939, including a 15% engineering fee. If the Village is willing to include these bicyclist and pedestrian accommodations as part of this improvement, in addition to their share of the costs associated with construction, the Village must agree to accept long-term responsibility for the administration, control, reconstruction, and maintenance of the shared-use path and sidewalk.

If the Village chooses not to participate in the bicyclist or pedestrian accommodations, the Department requests that a local resolution indicating their non-participation be sent to the Department (see enclosed example). Without local agency cost participation, the Department will consider a means to accommodate bicyclist and pedestrian facilities in the future. At this time this consists of the proposed installation of an 11 or 17 foot wide shelf along each side of the roadway depending upon whether the proposed improvement called for a sidewalk or shared-use path. In the future, a path or sidewalk could be installed on the shelf via permit at 100% local cost.

Roadway Lighting

The existing roadway lighting within the Village limits along US 45/IL 21 is owned and maintained by the Village. The existing lighting does not meet Illuminating Engineering Society (IES) Standards and should be upgraded to current standards. A more detailed analysis in Phase II, contract plan preparation, is needed to determine if the existing light poles can be salvaged or if they would need to be replaced.

As outlined in the attached Exhibit A, all costs and long-term maintenance associated with roadway lighting within the corporate limits of a municipality are a local responsibility. It is our understanding that the Village is preparing a village-wide streetscape plan that includes roadway lighting along IL 21. Further coordination regarding costs and implementation will be required during the contract plan and land acquisition phase (Phase II). If the Village chooses to upgrade the existing lighting system, recommended improvements include

complete intersection lighting with approach lighting at the intersections of US 45/IL 21 at North Olde Half Day Road, West Olde Half Day Road, IL 22 and Marriott Drive, as well as at IL 21 at Port Clinton Road/Jamestown Lane. US 45/IL 21 is the dividing line between the Villages of Lincolnshire and Vernon Hills. Because full intersection lighting would be located on both sides of US 45/IL 21 at North Olde Half Day Road and IL 21 at Port Clinton Road/Jamestown Lane, both villages would be responsible for roadway lighting at these two intersections. As such, an agreement would need to be reached between the villages to outline the cost responsibilities concerning construction, maintenance, and energy costs.

If the existing light poles cannot be salvaged, the estimated cost for new lighting, including removal of the existing lighting, is \$854,899, including a 15% engineering fee. In addition, the Village must agree to accept long-term responsibility for the administration, control, and maintenance of the roadway lighting.

Emergency Vehicle Pre-emption (EVP) Devices

There are existing EVP devices on the traffic signals at the intersections of US 45/IL 21 at West Olde Half Day Road and Marriott Drive. Based on coordination with the Lincolnshire-Riverwoods Fire Protection District (District), the EVP devices are owned and maintained by the District. A Letter of Intent will be sent to the District outlining the cost participation responsibilities for the continued use of EVP devices as a result of the traffic signal replacement. The estimated cost of the EVP devices is \$6,900 per signalized intersection, including a 15% engineering fee.

Landscaped Medians

If the Village chooses to upgrade the proposed grass medians to include additional landscape items, such as trees, the Village would need to agree to accept responsibility for the long-term maintenance of the landscaping in the medians within the municipal boundaries of the Village. The inclusion of trees on the landscaped median would not typically require local cost participation. Additional shrubs and perennials as well as other ornamental median or roadside features can be included with the project but may require some Village cost participation. The Department would work with the Village on the development of an enhanced landscape plan, noting the Village will be responsible for the future maintenance of all median and roadside landscaping within the Village limits. All proposed landscaping elements must be contained within the highway right-of-way.

Utility Relocation

Public utilities, installed in the highway right-of-way via permit and requiring relocation, will be relocated at no expense to the Department. The Village will be responsible for relocation of its facilities in conflict with the US 45 improvements. Facilities subject to the previously stated condition may include, but may not be limited to watermain and fire hydrants as well as storm, sanitary and/or combined sewers. A potential for conflicts exists with watermain, fire

hydrants and sanitary sewers. A more detailed study of conflicts will occur during Phase II, contract plan preparation.

Summary of Estimated Costs

The estimated total cost responsibility for the Village, based on the available information collected during the Phase I process is approximately \$1,405,404 as outlined in the following table. However, this estimate does not include the cost of utilities, which should be pursued independently by the Village.

Improvement	Village Cost	Engineering Fee (15%)	Total Village Cost
Traffic Signals	\$443,000	\$66,450	\$509,450
Shared-use path	\$21,840	\$3,276	\$25,116
Sidewalk	\$13,860	\$2,079	\$15,939
Roadway Lighting	\$743,390	\$111,509	\$854,899
Total Village Costs			\$1,405,404

At the end of this Letter of Intent, there is an area where you can state your concurrence to the cost participation and maintenance items outlined above. This Letter of Intent will be used as a basis during Phase II, contract plan preparation, to develop a project agreement between the Village and the Department. Please return an original signed copy of this letter at your earliest convenience.

If you have any questions or need additional information, please contact me or Kimberly Murphy, Consultant Studies Unit Head, at (847) 705-4791.

Very truly yours,



John Fortmann, P.E.
Region One Engineer

Attachments

cc: **Walter Dittrich**

SUGGESTED RESOLUTION LANGUAGE FOR NON-PARTICIPATING
LOCAL AGENCIES

WHEREAS, The Illinois Department of Transportation (Department) has the power to approve and determine the final plans, specifications and estimates for all State highways; and

WHEREAS, the Department's projects must adequately meet the State's transportation needs, exist in harmony with their surroundings, and add lasting value to the communities they serve; and

WHEREAS, the Department must embrace principles of context sensitive design and context sensitive solutions in its policies and procedures for the planning, design, construction, and operation of its projects for new construction, reconstruction, or major expansion of existing transportation facilities by engaging in early and ongoing collaboration with affected citizens, elected officials, interest groups, and other stakeholders to ensure that the values and needs of the affected communities are identified and carefully considered in the development of transportation projects; and

WHEREAS, Bicyclist and pedestrian ways must be given full consideration in the planning and development of transportation facilities, including the incorporation of such ways into State plans and programs; and

WHEREAS, The State's complete streets law requires bicyclist and pedestrian ways to be established in or within one mile of an urban area in conjunction with the construction, reconstruction, or other change of any State transportation facility, except in pavement resurfacing projects that do not widen the existing traveled way or do not provide stabilized shoulders, or where approved by the Secretary of Transportation based upon documented safety issues, excessive cost or absence of need; and

WHEREAS, During the development of highway projects throughout the State, the Department gives consideration to accommodating bicyclists and pedestrians on a need-basis; and

WHEREAS, The Department has presented the Village of Lincolnshire, for its consideration, a bicyclist and/or pedestrian improvement with funding to be split 80% State, 20% local with maintenance to be provided by the Village of Lincolnshire; therefore, be it

RESOLVED, That the Village of Lincolnshire hereby rejects the Department's proposed bicyclist and/or pedestrian improvement and acknowledges that such rejection will result in a cancellation of the proposed improvement; and be it further

RESOLVED, That a suitable copy of this resolution be presented to the Project Engineer associated with the proposal, or his or her equivalent, within the Department.

Exhibit "A"

TRAFFIC SIGNAL PARTICIPATION

The cost participation associated with traffic signal installation, modernization, or relocation will be in accordance with 92 Ill. Adm. Code 544 "Financing of Traffic Control Signal Installations, Modernization, Maintenance, and Operation on Streets and Highway under State Jurisdiction."

Traffic signals may be installed only where conditions meet warrants established in the current Illinois Manual on Uniform Traffic Control Devices. If a new signal installation is warranted, it may be included within the roadway improvement.

Current IDOT policy requires that IDOT and Local Agency (ies) share the responsibility for installation, modernization, and relocation of traffic signals. The installation, modernization, and relocation of pedestrian signals associated with traffic signal improvements will also require the Department and Local Agency (ies) to share financial responsibility. The eligible share of the cost to each agency will be in proportion to the number of intersection approaches that the agency maintains. Generally, traffic signal costs are 80% Federal and 20% non-Federal based on established cost participation policy (90% Federal and 10% non-Federal for safety projects). IDOT will participate in the non-Federal portion for the State-owned legs of an intersection. At locations where all legs of an intersection are State-owned, IDOT will participate in 100% of the cost of the traffic signal installation, modernization, or relocation. Closely spaced new or modernized traffic signals within the improvement limits generally require signal coordination or hardware interconnection for the purpose of providing vehicle progression. IDOT will be financially responsible for 100% of coordination or interconnection costs.

IDOT will be financially responsible for 100% of the installation and modernization of traffic signals at ramp terminals of ramps connecting to or from a State highway.

The entire cost of installing push button ("Fire pre-emption") and emergency vehicle pre-emption equipment is the responsibility of the requesting local fire district or municipality.

The entire cost of installing, modernizing, relocating, maintaining and energizing private benefit signals is the responsibility of the private benefit agency being served by the traffic signals. However, IDOT will enter into a formal agreement for a private benefit signal installation only with the local jurisdictional or governmental agency.

It should be noted that an agency involved might voluntarily assume responsibility for another agency's share of the cost in order to expedite the installation or modernization.

When warrants are met for school crossing signals at public road intersections, the eligible share to each agency for the installation and modernization cost shall be split on a 50/50 basis or in proportion to the number of intersection approaches that each agency maintains.

TRAFFIC SIGNAL MAINTENANCE

At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will be responsible for the maintenance of the signals.

At intersections lying wholly or partially within the Corporate Limits of one or more municipalities, IDOT will assume the following costs for the maintenance of traffic signals on State highways within municipalities:

- (A) The total costs for all signals at the intersections of two or more State highways.
- (B) The total costs for all signals at the intersections along State highways that have an average daily traffic in excess of 35,000 vehicles per day as shown on the latest published edition of the traffic volume (AADT) map. The District Engineer will determine the limits of this section within the municipality.
- (C) The total costs for all signals located at the terminals of ramps connecting to or from a State highway.
- (D) At all other intersections IDOT and the municipalities will share in the cost of signal maintenance. The cost to the municipalities will be in proportion to the number of approaches that they maintain.

ENERGY CHARGES

The division of financial responsibility for the energy charges will be as follows:

- (A) At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will pay the energy charges for the operation of the signals.
- (B) At intersections lying wholly within the Corporate Limits of a municipality, IDOT and the municipality will share the energy charges according to the proportionate number of intersection approaches maintained by each agency.
- (C) At intersections lying partially within the Corporate Limits of one or more municipalities, the municipalities will be responsible for the energy charges.

Traffic Signal Master Agreements, consummated by IDOT, give municipality defined maintenance and energy responsibilities required for the operation of traffic signals. New traffic signal improvements shall contain maintenance and energy provisions in the improvement agreement adding the new traffic signals to said Master Agreement. Existing traffic signals to be modernized or relocated, shall contain maintenance and energy provisions in the improvement agreement indicating traffic signal maintenance and energy responsibilities for given traffic signal(s) shall continue to be as outlined in the Master Agreement. Certain circumstances, such as jurisdictional transfers of roadway segments affecting signalized intersections with the improvement limits, could result in a revision to maintenance and energy responsibilities contained in the Master Agreement for a given traffic signal(s). An amendment to the Master Agreement would be required.

IDOT does not share in maintenance costs for school crossing signals unless specified otherwise in the Master Agreement or if the school crossing signals are installed at public road intersections for which the maintenance costs shall be shared in proportion to the number of intersection approaches that each agency maintains.

PARKING LANES

If a new parking lane is added, IDOT will participate in 50% of the cost if the ADT is greater than 5,000 vehicles per day and if the pavement composition and lane width meets the IDOT criteria. The municipality would assume the total cost (100%) of the parking lane if the pavement composition or lane width does not meet IDOT criteria or if the ADT is less than 5,000 vehicles per day.

If an exclusive existing parking lane requires resurfacing, IDOT will participate in 50% of the milling and resurfacing costs for parking with lane widths equal to or less than the adjacent travel lanes. The municipality will assume the total cost (100%) of the milling and resurfacing costs for that portion of the parking that is greater than the width of the adjacent travel lane. The municipality will also assume 100% of any base repair cost for the entire width of the existing parking as well as any patching and curb and gutter repairs. If the municipality declines to participate, a very minimal amount of resurfacing would be done IDOT expense. (Minimal amount of resurfacing is defined as a taper across the parking lane ranging from approximately 1½ inch thick adjacent to the through lane to 1 inch or less adjacent to gutter line).

IDOT will assume the total cost (100%) associated with the milling and resurfacing of parking lanes when parking is eliminated during one or more peak hours.

The municipality is responsible for the total cost (100%) of reconstructing existing parking and any adjacent curb and gutter.

The State will not consider an improvement of a State-maintained highway unless the proposed parking or existing parking adjacent to the traffic lanes is parallel parking except as provided under Chapter 95 1/2 Art. 11-1304(c) (Illinois Revised Statutes).

Parking prohibition ordinances will be required through areas where there are no parking lanes.

ROADWAY MAINTENANCE

The State will assume the maintenance cost associated with the through traffic lanes, turning lanes, and the curb and gutter adjacent to these traffic lanes. The municipality will assume the maintenance cost associated with all other facilities including but not limited to items such as storm sewers, parkways, exclusive parking lanes, curb and gutter adjacent to the parking lanes, sidewalks, landscape features, appurtenances, etc.

UTILITY RELOCATION

Municipal utilities, installed by permit and requiring relocation, will be relocated at no expense to the Department.

Municipal utilities installed prior to the Department's assuming maintenance of the roadway will be relocated, if required, at IDOT expense.

The cost of any improvement to, or betterment of municipal utilities, would be the entire financial responsibility (100%) of the local agency.

ROADWAY LIGHTING

Existing highway lighting that is owned and maintained by the municipality, will be relocated and upgraded to current standards. New lighting, proposed by the municipality, may be incorporated into the total improvement plans.

The cost of the above work would be the entire financial responsibility of the local agency.

PEDESTRIAN AND BICYCLE FACILITIES

Sections 17 Bicycle and Pedestrian Accommodations and 48-2.04 Sidewalks of the IDOT Bureau of Design and Environment Manual establish the criteria to determine pedestrian and bicycle needs. Maintenance responsibilities as well as State and local agency participation toward the cost of these facilities included as part of a roadway construction contract on a State route shall be in accordance with Sections 5-03 and 5-05 of the Bureau of Design and Environment Manual as follows.

Maintenance Responsibilities – The Municipality will maintain any new or replacement sidewalks the Department provides in conjunction with the highway improvement project, excluding those constructed on structures. The Municipality will also maintain any bicycle paths associated with the State highway project other than that portion of the bicycle path carried on state structures. The State will assume the maintenance responsibilities for On-Road Bicycle Lanes or Wide Outside Lane and Widened Shoulders constructed as bicycle accommodations.

Cost Participation

1. New and Deteriorated Sidewalks – Use the criteria in Chapters 17 and 48 to determine the warrants for sidewalks. If these criteria are met and the Local Agency agrees to maintain the sidewalks, proportion the improvement costs associated with new or deteriorated sidewalks as follows:
 - a. New Sidewalks – Proportion the cost between the State and Local Agency at 80/20 for new sidewalks within the project termini or for short distances outside the project termini as may be required to connect sidewalks to significant pedestrian generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for sidewalk construction.
 - b. Deteriorated Sidewalks – The Local Agency will pay 100% of the cost to remove existing deteriorated sidewalks. Proportion the cost 80/20 between the State and Local Agency for deteriorated sidewalk replacement when associated with a highway project. Local Agency will pay 100% of the cost of decorative sidewalks.
 - c. Sidewalk Removal and Replacement – The State is 100% financially responsible for removing and replacing existing sidewalks if such a need is caused by the construction of an IDOT highway improvement.
2. Bicycle Accommodations – Use the criteria in Chapter 17 to determine the warrants for bicycle accommodations. If these criteria are met and the Local Agency agrees to maintain the bicycle accommodation as appropriate, proportion the improvement costs associated with the bicycle accommodations as follows:

- a. On-Road Bicycle Lanes – Proportion the cost 80/20 between the State and Local Agency for the construction of new on-road bicycle lanes as indicated by the facility selection criteria contained in Chapter 17.
 - b. Wide Outside Lanes and Widened Shoulders – The State will pay 100% of all costs for wide outside lanes or widened shoulders indicated for bicycle accommodation.
 - c. New Paths – Proportion the cost 80/20 between the State and Local Agency for construction of new paths within the project termini or for short distances outside the project termini as may be required to connect paths to significant bicycle traffic generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for path construction.
 - d. Path Removal and Replacement – The State is 100% financially responsible for removing and replacing existing paths if such a need is caused by the construction of an IDOT highway improvement.
 - e. Adjustment of Existing Paths – If an existing path requires adjustment due to an IDOT improvement, the State will pay 100% of the adjustment cost. The Department will construct the replacement in accordance with IDOT path criteria. The Local Agency is 100% financially responsible for path adjustments that are caused or initiated by a work request from the Local Agency.
 - f. Paths Above and Beyond Selection Criteria – If facility selection criteria for side paths are not met and the Local Agency still requests side path installation, the Local Agency is 100% financially responsible for all costs for installation of the path above those costs for the improvement identified in the selection criteria, including any necessary right-of-way and construction.
3. Utility Adjustments and Other Items – Proportion the cost 80/20 between the State and Local Agency for reimbursable utility adjustments as defined in Chapter 6, Section 6-1.03 of the BDE Manual, as well as pedestrian barriers, retaining walls, and other collateral items that are required solely for pedestrian and bicycle accommodations not necessitated by the IDOT project. The Local Agency is responsible for 100% of the costs for right-of-way, utility adjustments, barriers, retaining walls, and other collateral items that are not required solely for the pedestrian and bicycle accommodations.
 4. Right-of-Way – Proportion the cost 80/20 between the State and Local Agency for right-of-way if acquired solely for sidewalk construction. Also, the Local Agency will pay 100% of the construction costs for sidewalks associated with the construction of on-system parking not necessitated by the IDOT project. The State will pay 100% for right-of-way if additional right-of-way is required to construct an IDOT-proposed highway cross section.
 5. Local Agency Does Not Accept Maintenance Responsibilities – If the Local Agency does not agree to maintain the sidewalk, the State will not construct it, even if it is warranted. However, the State will take reasonable actions to not preclude future additions of sidewalk at such locations.
 6. Local Agency Does Not Choose To Participate – If the local agency chooses not to participate financially in the bicycle or pedestrian accommodation, the Department will request that that local agency pass a local resolution indicating their non-participation and have this noted in the Phase I Project Report.

ADDITIONAL WORK

IDOT would be receptive to considering additional highway related work items suggested and paid for by the local agency for incorporation within the improvement, providing that the additional work items would not delay the implementation of the project. Such items could include lighting, over-size storm sewer, utilities, emergency vehicle pre-emption equipment etc.

The local agency may be expected to provide plans, specifications, and estimates for such additional work that is requested to be incorporated into the contract plans for the State-owned portion of the project. Said plans and specifications shall be of such quality to facilitate inclusion in the contract package and shall be available in a timeframe consistent with anticipated contract processing schedules and deadlines.

S:\WP\p&es\TEMPLATES & EXAMPLES\Templates - Letters\EXHIBIT A (4-12).docx

**REQUEST FOR BOARD ACTION
Committee Of The Whole Meeting
October 24, 2016**

Subject: Consideration and Discussion of a Contract with K.L.F. Enterprises Inc. of Markham, IL for Contractual Leaf Hauling and Disposal in an Amount not to Exceed \$50,000.00 (Village of Lincolnshire)

Action Requested: Consideration, Discussion, and Placement on the November 23, 2016 Consent Agenda for Approval

Originated By/Contact: Bradford H. Woodbury, Public Works Director

Referred To: Village Board

Summary / Background:

On September 22, 2016, Village Staff published bids in the Pioneer Press for the contractual leaf hauling and disposal. On September 29, 2016, Staff publicly opened five (5) sealed proposals for this work with KLF Enterprises, Inc. of Markham, IL submitting the lowest responsible bid. Staff prepared bid specifications asking for the contractor to submit bids based of the cost per cubic yard of leaves hauled and properly disposed.

The following is the contract price prepared by each bidder:

K.L.F Enterprises, Inc.	\$5.00 per cubic yard
Rainbow Farms Enterprises	\$7.20 per cubic yard
Ramirez Compost Services Inc.	\$7.50 per cubic yard
Midwest Material Management	\$11.05 per cubic yard
On-Call Properties	\$24.00 per cubic yard

Budget Impact:

There is currently \$60,000 in the draft budget in Public Works account 01-21-61-9006 for Leaf Disposal in Fiscal Year 2017. Staff anticipates a possible savings of approximately \$24,000 based off the low bid considering the Village has averaged 7,048 cubic yards of leaves annually.

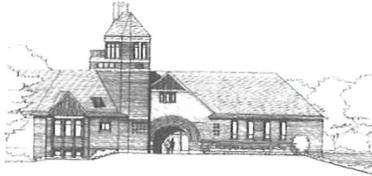
Recommendation:

Staff checked the required references and found, K.L.F. Enterprises, Inc. to be a reputable contractor who has performed leaf hauling and disposal in several comparable communities including Wilmette, Wheaton, Evanston and Park Ridge. Staff recommends approval and placement on the November 14, 2016 consent agenda, a contract with K.L.F. Enterprises, Inc. of Markham, IL for leaf hauling and disposal services in an amount not to exceed \$50,000.

Reports and Documents Attached:

- September 29, 2016 – Leaf Hauling and Disposal Bid Report

Meeting History	
Committee of the Whole	October 24, 2016
Village Board	November 14, 2016



One Olde Half Day Road
Lincolnshire, IL 60069-3035
847•883•8600
847•883•8608 (FAX)



**Village of Lincolnshire
Bid Report**

Project: Leaf Hauling and Disposal Contract

Proposal Opening Date: September 29, 2016

Time: 10:00am

Place: Lincolnshire Village Hall

Five sealed proposals were received for this contractual service. The unit prices submitted with the proposal are as follows:

Quantity	Cubic Yd. Price Year One	Cubic Yd. Price Year Two	Cubic Yd. Price Year Three
K.L.F. Enterprises Inc Markham, IL	\$5.00	\$5.75	\$6.00
Rainbow Farms Enterprises Monee, IL	\$7.20	\$7.80	\$8.50
Ramirez Compost Services Inc Arlington Heights, IL	\$7.50	\$8.00	\$8.00
Midwest Material Management Gilberts, IL 60136	\$11.05	\$11.45	\$11.90
On-Call Properties Elk Grove Village, IL 60007	\$24.00	\$24.00	\$25.00

**REQUEST FOR BOARD ACTION
October 24, 2016 COMMITTEE OF THE WHOLE MEETING**

Subject: Resolution Approving the Intergovernmental Agreement between the Village of Vernon Hills, the Countryside Fire Protection District, Village of Libertyville, and the Village of Lincolnshire for the purpose of entering into a Joint Emergency Telephone System Board (JETSBS)

Action Requested: Advance proposed Resolution to November 14, 2016 Regular Board Meeting Consent Agenda for approval

Originated By/Contact: Joseph Leonas, Chief of Police

Referred To: Village Board

Summary / Background:

On June 27, 2016, the Village Board approved a resolution to dissolve Lincolnshire's Emergency Telephone Systems Board (ETSB) and enter into an intergovernmental agreement with the Villages of Vernon Hills and Libertyville and create a Joint Emergency Telephone System Board ("JETSBS"). This dissolution will not occur until the creation of an intergovernmental agreement ("IGA") between the Countryside Fire Protection District, Villages of Lincolnshire, Vernon Hills and Libertyville and approval of a Joint Emergency Telephone System Board.

The attached IGA provides for each Village to be represented by three voting members per party on the Board. The Countryside Fire Protection District would have one non-voting member on the board. Each board member would be appointed by the governing board of each of the parties.

Budget Impact: There are no anticipated budget impacts known at this time.

Recommendation: Staff recommends approval of a resolution approving the intergovernmental agreement between the Villages of Lincolnshire, Vernon Hills and Libertyville and the approval of a Joint Emergency Telephone System Board to become effective May 1, 2017.

Additionally, staff recommends appointing the Chief of Police, Deputy Chief of Police and the Village Finance Director to the Board as voting members to represent the interests of the Village of Lincolnshire.

Reports and Documents Attached:

- Intergovernmental Agreement between the Village of Vernon Hills, the Countryside Fire Protection District, Village of Libertyville, and the Village of Lincolnshire for the purpose of providing Emergency Dispatch Services (DRAFT).

Meeting History	
Initial Referral to Village Board (COW):	October 24, 2016
Regular Village Board Meeting:	November 14, 2016

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING
A JOINT EMERGENCY TELEPHONE SYSTEMS
BOARD**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of _____, 2016 (the "Effective Date"), by and between the Village of Vernon Hills, an Illinois home rule municipal corporation (hereinafter, "Vernon Hills"), the Countryside Fire Protection District, a Fire Protection District, organized and existing under the terms of the Illinois Fire Protection District Act, 70 ILCS 705/1 of the State of Illinois (hereinafter, "Countryside") the Village of Libertyville, an Illinois municipal corporation (hereinafter, "Libertyville"), and the Village of Lincolnshire, an Illinois home rule municipal corporation (hereinafter, "Lincolnshire"), (For convenience, Vernon Hills, Libertyville, Lincolnshire, may be referred to individually as a "Party" and collectively as the "Parties.")

RECITALS

- A. Vernon Hills and Countryside operate a full service dispatch center from a facility located at 740 Lakeview Parkway, Vernon Hills, Illinois (the "Vernon Hills Communication Center").
- B. The Vernon Hills Communication Center is a public safety answering point ("PSAP"), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.* (the "Act").
- C. Libertyville, Lincolnshire and Rockland Fire Protection District have each entered into intergovernmental agreements with Vernon Hills and/or Countryside (collectively, the "Dispatch Service Agreements"), pursuant to which Vernon Hills and Countryside provides dispatch services to each of those Parties.
- D. Vernon Hills, Libertyville and Lincolnshire each has an emergency telephone systems board, as defined in the Act, appointed by its corporate authorities.
- E. Section 15.4 of the Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a joint emergency telephone system board, as defined therein.
- F. Moreover, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board.
- G. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.
- H. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

I. The Parties are units of local government, and Vernon Hills and Lincolnshire are home rule municipalities.

J. Vernon Hills, Libertyville and Lincolnshire desire to dissolve their individual emergency telephone system boards and establish a joint emergency telephone system board to comply with the consolidation requirements of Section 15.4a of the Act, as described above.

K. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards.

L. The Parties have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are material to this Agreement and are incorporated herein as if set forth in full. In the event of any ambiguity in the enforcement and implementation of this Agreement, it is the Parties' intent for the Agreement to be construed to most completely accomplish the purposes described in the foregoing recitals.

Section 2. Dispatch Service Agreements. The Parties expressly acknowledge and agree that the Dispatch Service Agreements remain in full force and effect, and are not amended, modified, or superseded in any way by this Agreement. To the extent that there are any conflicts between the provisions of the Dispatch Service Agreements and this Agreement, the provisions of the Dispatch Service Agreements shall prevail.

Section 3. Creation of JETSB. Effective May 1, 2017 (the "Commencement Date"), the Parties establish a joint emergency telephone system board (the "JETSB" or the "Board"), as defined in the Act. The organization and powers of the JETSB shall be as set forth herein and Section 15.4 of the Act. Pursuant to Section 15.4(e) of the Act, the corporate authorities of each Party shall rescind the ordinance or ordinances creating that Party's individual emergency telephone system boards, effective upon the creation of the JETSB on the Commencement Date, subject to regulatory approval of the consolidation plan to which this Agreement pertains (the "Consolidation Plan") by the Statewide 9-1-1 Administrator. In the event the Consolidation Plan is not approved, the parties will work together to resubmit the Consolidation Plan for approval. Notwithstanding anything herein to the contrary, the Commencement Date shall not occur before the Consolidation Plan is approved by the Statewide 9-1-1 Administrator.

Section 4. Board Composition.

A. Each Party to this Agreement, except Countryside, shall be represented by three members of the Board (each, a "Board Member"). Each Party's Board Member shall be designated by the governing board of each of the parties. Countryside shall be represented by one ex officio, non-voting member.

B. Each Party may designate an alternate (each, an "Alternate") to attend regular and special Board meetings, with the same voting power as the Board Member, when the Board Member is incapable of attending.

C. At the first meeting of the Board, the Board shall elect a Chairman from among its

members, who shall preside over all Board meetings. The term of the first Chairman shall be until the first meeting of the Board in 2018, and then for one year terms. In each subsequent year, the Chairman will rotate through each of the Parties. In the absence of the Chairman at any meeting, the Board shall elect a temporary chair to preside over the meeting.

D. At the first meeting of the Board in each calendar year, the Board shall elect a Secretary from among its Members, who shall be responsible for keeping the Board's records and for taking minutes of all Board meetings. The term of the Secretary shall be one year.

E. The JETSB's fiscal year shall be from May 1 to April 30.

Section 5. Board Powers.

The powers of the JETSB shall be limited to the following:

A. Maintaining control over the Fund, defined in Section 7 hereof, including:

1. Receiving monies from the surcharge imposed under Section 15.3 of the Act, or disbursed to it under Section 30 of the Act, and from any other source, for deposit into the Fund, as defined in Section 7, herein; and

2. Authorizing all disbursements from the Fund pursuant to Section 7 of this Agreement.

B. Planning and maintaining the System, defined herein. On behalf of the Board, Vernon Hills shall exercise these powers pursuant to the Dispatch Service Agreements, including:

1. Planning a 9-1-1 system (the "System");

2. Coordinating and supervising any implementation, upgrading, or maintenance of the System approved by the Board, including the establishment of equipment specifications and coding systems and maintenance of a Master Street Address Guide database that meets the requirements of Section 15.4(d) of the Act;

3. Hiring, on a temporary or permanent basis, any staff necessary for the implementation or upgrade of the System;

4. Contracting with telecommunications providers to service the System and reviewing and approving all Network Costs incurred in the provision of such services; and

5. Preparing all annual reports required to be provided to the Statewide 9-1-1 Administrator or any other government agency pursuant to the Act.

C. Any other powers conferred upon it by the Act.

Section 6. Board Meetings and FOIA

A. The Board shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, et seq. (the "OMA").

B. Special meetings of the Board may be called by the Chairman or by any three

Board Members.

C. A majority of all Board Members then holding office shall constitute a quorum for the transaction of all business by the Board.

D. All meetings of the JETSB shall comply with the requirements of the OMA.

E. A simple majority vote of all Board Members present shall be required to pass any motion or resolution.

F. Each Board Member shall be entitled to one vote on each matter of business considered by the Board.

G. No Board Member shall be permitted to vote by proxy.

H. The JETSB shall adopt rules allowing Board Members to attend and participate in Board meetings by means other than physical presence, in accordance with Section 7 of the OMA.

I. The Board may adopt bylaws, rules for public comment and additional rules of procedure it deems appropriate for conducting business.

J. Unless otherwise provided in rules of procedure adopted by the Board, Board meetings shall be conducted in accordance with the current edition of Robert's Rules of Order.

K. All FOIA requests for the JETSB are to be submitted to the Treasurer.

Section 7. Emergency Telephone System Fund and Distribution.

A. Effective on the Commencement Date, there shall be created an Emergency Telephone System Fund (hereafter the "Fund") into which all 9-1-1 surcharge revenues and reserve balances of the Parties' respective ETSB funds received by the Board shall be deposited. The Fund shall have a separate interest-bearing account. All interest accruing in the Fund shall remain in the Fund, until such time as it is disbursed annually, on a pro-rata basis, using month-end balances attributable to each Party, by resolution of the Board.

B. The Vernon Hills Finance Director, as ex officio Treasurer, shall act as the treasurer and FOIA compliance officer.

C. No expenditures may be made from the Fund except upon direction of the Board by resolution. The Parties agree that at the Board's regular meetings, the Board will, in addition to any other business, consider Parties' requests for disbursements made in accordance with Section 7.D.4 hereof.

D. The Parties have agreed that the preparation of resolutions and distributions made from the Fund shall occur as follows:

1. ISP will distribute 9-1-1 surcharge revenues to the Fund in accordance with the Act and any applicable administrative rules;

2. 9-1-1 surcharge revenues will be accounted for according to each Party's jurisdiction where the revenue was collected based on the funding level set forth in the Act, as the Act may be amended from time to time;

3. The Treasurer shall account for and report 9-1-1 surcharge revenues collected by the Board and attributed to each Party;

4. At any meeting of the Board, a Party may request disbursements from the Fund to be used in satisfaction of allowable expenditures under the Act ("Allowable Expenditures") for which the requesting Party has legally obligated itself as of the date of the disbursement request. No later than 10 days prior to the Board meeting, a requesting Party shall submit to the Treasurer a certified statement detailing the nature and amounts of such Allowable Expenditures for which disbursement is sought, together with supporting documentation concerning such Allowable Expenditures ("Supporting Documentation"), the sufficiency of which shall be determined by the Treasurer. Such Supporting Documentation may include, without limitation, approved and executed contracts and/or purchase orders, and shall expressly include the requesting Party's Dispatch Service Agreement. The Board shall consider and act promptly upon all such requests properly submitted.

5. At its first meeting during any fiscal year, the Board may adopt resolutions approving disbursements to each Party for Allowable Expenditures that constitute the applicable percentage of that year's annual amounts due under each Party's Dispatch Service Agreement. Such resolutions shall authorize the Treasurer to disburse said amounts to each Party as surcharge revenues attributable to that Party are received and deposited in the Fund, without further action by the Board during that fiscal year, subject to Section 7.D.6, below.

6. No Party shall be entitled to receive any disbursement in excess of the balance held in the Fund that is attributable to that Party at the time of its request for disbursement.

7. Upon approval of a resolution by the Board, the Treasurer shall execute approved disbursements from the Fund to each Party within 10 business days.

8. Moneys other than 9-1-1 surcharge revenues that are related to the operation of the System and properly received by the Board, including, but not limited to grant funds, shall be placed in the Fund and disbursed pursuant to resolution of the Board.

E. As of the Commencement Date, if a Party has a reserve balance of 9-1-1 surcharge revenues, or if that Party receives additional 9-1-1 surcharge revenues directly from the State of Illinois, that Party shall transfer such revenues into the Fund and such revenues will be recorded as attributable to that Party.

F. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the Board upon ten business days' notice. The Treasurer will take all commercially reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit. If the Party's independent audit demonstrate that the Fund contains an error of greater than 5% of the balance attributable to such Party, the Board shall reimburse the Party for the costs of the audit.

G. The Treasurer shall maintain detailed books and records related to consolidation grants and surcharge disbursements received and the use of those funds in accordance with applicable law and generally accepted accounting principles. The Treasurer shall maintain such books and records for a minimum of five years. All such books and records shall be available for review or audit by the Department of State Police, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and

during normal business hours. The Treasurer and the Board shall cooperate fully with any such review or audit.

Section 8. Entry and Termination.

A. Each municipality or county that becomes a party to this Agreement after the Effective Date hereof (each, a "Subsequent Party") shall be entitled to representation on the Board in the same manner as described in Section 4.A. of this Agreement. Each Subsequent Party shall rescind its ordinance or ordinances creating its individual emergency telephone system board, and shall eliminate such emergency telephone system board, upon becoming a Subsequent Party.

B. Any municipality or county wishing to become a Subsequent Party may make application for such status (each, a "Subsequent Party Application") to the JETSB. Any Subsequent Party Application shall include a copy of a resolution duly adopted by the corporate authorities of the applying entity expressing that entity's desire and intent to become a Subsequent Party and approving the same, subject to the approval of the JETSB. The JETSB shall review any Subsequent Party Application and determine, by vote of all Board Members then holding office, whether to admit the applying entity as a Subsequent Party. Each Party and Subsequent Party delegates to its respective Board Member the express authority to act on behalf of that Party or Subsequent Party in accordance with the provisions of this Section 8.

C. As a condition to becoming a Subsequent Party, each Subsequent Party must enter into an agreement pursuant to which Vernon Hills and Countryside shall provide dispatch services to that Subsequent Party, similar in form and scope to the Dispatch Service Agreements.

D. Any Party or Subsequent Party may terminate its status as such and withdraw from the Board by providing at least three hundred sixty-five (365) days written notice to the Treasurer stating its effective withdrawal date and identifying the joint emergency telephone system board that such Party or Subsequent Party will join upon termination and withdrawal from the Board. Notwithstanding the foregoing, if applicable law is amended such that the Parties' participation in a joint emergency telephone systems board is no longer required, then any Party may terminate its status as a Party and withdraw from the Board upon thirty (30) days written notice to the Treasurer, and without the need to identify any other joint emergency telephone systems board that it intends to join.

E. Any Party or Subsequent Party that terminates its status and withdraws from the Board, shall, after the effective date of the withdrawal, receive a final distribution from the Fund in proportion to its remaining balance of funds in the Fund. Such distribution shall be made in accordance with Section 7 of this Agreement and any other Board rules and procedures with respect to Fund expenditures.

F. Upon expiration or termination of any Party's Dispatch Service Agreement with Vernon Hills, the Board Shall, in its discretion and upon passage of a resolution, terminate that Party's participation in the JETSB. In that event, the termination of that Party's participation in the JETSB shall be effective upon 120 days written notice by the JETSB.

Section 9. 9-1-1 Authority. The Parties acknowledge that Title 83, Parts 1325 and 1328 of the Illinois Administrative Code (the "Rules") sets forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems. The Parties further acknowledge and agree that Vernon Hills shall perform the administrative functions of the "9-1-1 Authority" described in the Rules. For all other purposes,

the Board shall serve as, and perform the functions of, the “9-1-1 Authority” as referenced elsewhere in the Rules.

As additional consideration for Vernon Hills performing the administrative functions of the 9-1-1 Authority, the Board shall indemnify and hold Vernon Hills harmless and free from liability of any kind whatsoever from the acts or conduct of Vernon Hills, their agents, representatives and employees in the performance of this Agreement or in furtherance of it, except to the extent caused by the Intentional or gross negligence acts or omissions of Vernon Hills, its agents, representatives, employees, officers and anyone for whom it may be held liable. Nothing herein waives any immunities Vernon Hills may assert.

Section 10. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. Notices to the Parties and to the Treasurer shall be addressed as follows:

Parties:

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061

Attention: Village Manager

With a copy to: Patrick T. Brankin
Schain Banks Kenny & Schwartz, Ltd.
70 W. Madison Street, Suite 5300
Chicago, IL 60602

Countryside Fire Protection District
600 Deerpath Drive
Vernon Hills, IL 60061-1834

Attention: Chief Jeff Steingart

With a copy to: John Kelly
Ottsen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd
1804 North Naper Boulevard, Suite 350
Naperville, IL 60563

Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048

Attention: Village Administrator

With copy to: David F. Pardys
Swanson, Martin & Bell, LLP
1860 Winchester Road, Suite 201
Libertyville, IL 60048

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

Attention: Village Manager

With a copy to: Adam B. Simon
Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
175 E. Hawthorn Parkway, Suite 145
Vernon Hills, IL 60069

Treasurer:

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061
Attn: Finance Director

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois. Venue for any disputes arising under this Agreement shall lie exclusively in the Circuit Court of Lake County, Illinois.
- D. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by law.
- E. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties.
- F. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future, except to the extent such amendment may frustrate the essential purpose of this Agreement.
- G. Authority to Execute. Each Party hereby warrants and represents to the other Parties that the persons executing this Agreement on its behalf have been properly authorized

to do so by the corporate authorities of such Party.

H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Parties.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

J. Effective Date. The Effective Date of this Agreement shall be May 1, 2017.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF VERNON HILLS

By _____
Village President

Attest _____
Village Clerk

Date _____

VILLAGE OF LIBERTYVILLE

By _____
Village President

Attest _____
Village Clerk

Date _____

COUNTRYSIDE FIRE PROTECTION DISTRICT

By _____
President, Board of Trustees

Attest _____
Secretary, Board of Trustees

Date _____

VILLAGE OF LINCOLNSHIRE

By _____
Village President

Attest _____
Village Clerk

Date _____