



AGENDA
COMMITTEE OF THE WHOLE MEETING
Village Hall – Community Room
Monday, February 23, 2015
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 February 9, 2015 Committee of the Whole Meeting Minutes

3.0 ITEMS OF GENERAL BUSINESS

3.1 Planning, Zoning and Land Use

- 3.11 Preliminary Evaluation of a Special Use to permit an Assembly Use operation in the O/Ic, Office/Industrial Zoning District, within an existing building at 625 Barclay Boulevard, for religious uses (Willow Creek Community Church, Inc.)

- 3.12 Consideration of a Resolution of the Village of Lincolnshire, Illinois, reallocating 2015 Volume Cap to the Village of Buffalo Grove, Illinois (Village of Lincolnshire)

3.2 Finance and Administration

- 3.21 Public Hearing Regarding an Ordinance Establishing Authorization for the Acceptance of Payment by Credit Card (Village of Lincolnshire)

- 3.22 Consideration and Discussion of Approval of a Tolling Agreement Related to IMET Losses Arising From First Farmers Financial (Village of Lincolnshire)

3.3 Public Works

- 3.31 Consideration and Discussion of a Professional Service Contract with Baxter & Woodman Consulting Engineers for a Sanitary Flow Monitoring Study at a Cost not to Exceed \$30,420 (Village of Lincolnshire)

- 3.32 Consideration and Discussion of an Intergovernmental Agreement between the Village of Lincolnshire, Vernon Township, and Adlai Stevenson High School for the Port Clinton Road Path Connection Project (Village of Lincolnshire)

3.4 Public Safety

3.5 Parks and Recreation

3.6 Judiciary and Personnel

4.0 **UNFINISHED BUSINESS**

5.0 **NEW BUSINESS**

6.0 **EXECUTIVE SESSION**

7.0 **ADJOURNMENT**



MINUTES
COMMITTEE OF THE WHOLE MEETING
Monday, February 9, 2015

Present:

Mayor Blomberg

~~Trustee Feldman~~

Trustee McDonough

~~Trustee McAllister~~

~~Village Treasurer Curtis~~

Village Manager Burke

Finance Director Peterson

Community & Economic Development

Director McNellis

Trustee Brandt

Trustee Grujanac

Trustee Servi

Village Clerk Mastandrea

Village Attorney Simon

Chief of Police Kinsey

Public Works Director Woodbury

Engineering Supervisor Horne

ROLL CALL

Mayor Blomberg called the meeting to order at 7:06 p.m. and Village Clerk Mastandrea called the Roll.

2.0 APPROVAL OF MINUTES

2.1 Acceptance of the January 26, 2015 Committee of the Whole Meeting Minutes.

The minutes of the January 26, 2015 Committee of the Whole Meeting were approved as submitted.

3.0 ITEMS OF GENERAL BUSINESS

3.1 Planning, Zoning and Land Use

3.11 Consideration and Discussion of Zoning Board and Architectural Review Board Recommendations Regarding Amendments to Special Use Ordinance 78-533-23 and to the Approved Site Plan, Building Elevations, and Landscape Plan for a Proposed U-Haul Facility - 200 Industrial Drive (U-Haul – Amerco Real Estate Company)

Community & Economic Development Director McNellis provided a summary of the Zoning Board and Architectural Review Board recommendations regarding amendments to the existing Special Use ordinance, to approved Site Plan, Building Elevations, and Landscape Pan for a proposed U-Haul Facility at 200 Industrial Drive. Community & Economic Development Director McNellis stated the location of the proposed facility is in an area where the

Village currently has a boundary agreement with Buffalo Grove, and this site is anticipated to be annexed to Buffalo Grove in the future. Staff has kept the Village of Buffalo Grove informed of U-Haul's request and sought comments from their staff. Buffalo Grove's comments regarding the proposed redevelopment do not differ from Lincolnshire's. The following stipulations were recommended by the Advisory Boards: maintain the west berm for screening; provide additional landscaping on the Aptakisic Road frontage; and remove all other small accessory structures on the site.

Ms. Heather Skelton, representative for U-Haul provided a brief presentation regarding their requests and addressed stipulations regarding 200 Industrial Drive.

Trustee McDonough asked if the recommendations made from the Zoning Board and Architectural Review Board had been addressed. Community & Economic Development Director McNellis noted some of the recommendations made by the Advisory Boards were the same and all had been addressed appropriately. Trustee McDonough asked about the berm being reduced to three feet. Ms. Skelton noted the berm on the west will remain as is and the berm along Aptakisic Road will be reduced.

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 Preliminary Evaluation of a Preliminary Plat of Subdivision and Major Amendment to Special Use Ordinance No. 05-1954-18 Granting a Planned Unit Development for a Mixed-Use Retail Development (Lincolnshire Commons) to Permit the Replacement of Retail Use (Barnes & Noble Booksellers) with a Medical Office Use (NorthShore University)

Community & Economic Development Director McNellis provided a summary of the proposed Northshore University preliminary Plat of Subdivision and amendment to an existing special use granting a PUD for a mixed-use retail development to permit the replacement of retail use with medical use for a specific building. The proposed request involves changing the existing retail use to medical office for the Barnes and Noble building; construction of a canopy at the front entrance of that building; some exterior building wall sign changes; and splitting the entire Lincolnshire Commons parcel into four lots instead of two. The preliminary plat would need to be referred to the Zoning Board, the canopy would

need to be referred to the Architectural Review Board, and then the special use request would come back to the Village Board for a Public Hearing. Community and Economic Development Director McNellis noted this proposal would require an exception to the B2 Zoning since the request would increase the percentage of non-sales tax generating uses of the ground floor well above the maximum permitted 25%, specifically on the anticipated newly created lot where the existing Barnes and Noble is located as well as the bank lot.

Trustee Brandt clarified that currently, other than the bank, every other tenant is sales tax generating. Trustee McDonough asked if the Board would want to utilize the 25% restriction per lot or for the entire complex. Trustee Brandt asked staff to research what was approved at CityPark and report back to the Board.

Mr. Steve Bauer, Attorney with Meltzer, Purtil & Stelle, LLC., representing the property owner, CFNX introduced individuals involved with the project. Mr. Bauer provided historical context and a presentation regarding the requests to replace Barnes and Noble with NorthShore University. Mr. Bauer noted CFNX has an existing obligation to sub-divide the property for an existing tenant in the development. Trustee Brandt asked what the obligation was to sub-divide. Mr. Bauer stated 5th/3rd Bank has a lease provision that obligates the property owner to sub-divide the property.

Trustee Brandt noted her concern is parking. Mr. Bauer stated the proposed plan attempts to modify the existing and proposed lot lines; however, cross parking access and easements would be provided to meet the required number of parking spaces for all uses within the development. Mr. Bauer noted the owner would be willing to evaluate parking relative to the demand for this proposed medical use. Community & Economic Development Director McNellis noted code requirements for medical use are lower than retail, and the code requirements for amount of parking are met for the development as a whole. Community & Economic Development Director McNellis noted it is recognized due to the layout of the site, parking is not in the most convenient places for guests. Trustee Brandt asked if the medical use would require more handicapped parking. Community & Economic Development Director McNellis stated handicapped requirements are met for the entire site and no more would be required. Trustees McDonough and Grujanac requested Mr. Bauer provide additional information related to parking relative to occupancy and hours. Mr. Marc Blum, CFO of Next Realty, representing CFNX

stated there is currently a parking ratio of 9 to 1 and provided information related to the parking on the site. Mr. Blum noted CFNX has a meeting with Van Vlissingen to try and negotiate employee parking in another area to the north that may free up spaces for customers of the shopping center.

Trustee McDonough asked how much square footage could be non-sales tax producing if 25% was applied to each of the four lots in the development, noting the southern building has a substantial amount of square footage. Village Attorney Simon noted he had done some calculations; lot 2 is the bank and lot 3 is the bookstore; combined they are approximately 25% of the entire square footage of the center. A brief conversation took place regarding the 25% non-sales tax use requirement related to the development. Staff will provide additional information regarding overall non-sales tax use square footage and how that would be applied lot by lot.

Mayor Blomberg asked staff to provide numbers on current staffing verses proposed at the medical office versus the Barnes and Noble's.

Village Attorney Simon asked what the strategy is to sub-divide the lots. Mr. Blum stated NorthShore University is asking to sub-divide their parcel. Trustee Servi asked if NorthShore University was a non-profit organization and if sub-divided would they be responsible for paying property tax. Mr. Blum noted it was his understating NorthShore University pays property tax but staff will confirm this.

Trustee McDonough asked if CFNX does not believe other retail would take this space. Mr. Blum reported most retailers noted two-story retail would not work; a few had an interest in taking a portion of the space and carving it up. Trustee McDonough asked if it was the desire of CFNX to add more non-sales tax tenants to the site. Mr. Blum noted the hope was to attract another restaurant and CFNX is not looking to put other non-sales tax tenant in the development.

There was a consensus of the Board to refer this item to the Zoning Board.

3.2 Finance and Administration

3.21 PUBLIC HEARING: Regarding an Ordinance Making Appropriations of Sums of Money for all Necessary Expenditures of the Village of Lincolnshire, Lake County,

Illinois, for the Fiscal Year 2015 (Village of Lincolnshire)

3.22 Consideration and Discussion of an Ordinance Making Appropriations of Sums for all the Necessary Expenditures of the Village of Lincolnshire, Lake County, Illinois, for all Corporate and Special Purposes the Fiscal Year Beginning January 1 2015 and Ending December 31, 2015 (Village of Lincolnshire).

Mayor Blomberg closed the Committee of the Whole meeting and opened a Public Hearing for the consideration of an Ordinance making Appropriations of Sums of Money for all Necessary Expenditures.

Village Manager Burke provided a summary of the Ordinance making Appropriations of sums of money for all necessary expenditures of the Village of Lincolnshire for Fiscal Year 2015. A notice of Public Hearing was posted in the Daily Herald, on the Village Website and at the Village Hall.

Mayor Blomberg asked if there were any questions or comments.

Mayor Blomberg closed the Public hearing and re-opened the Committee of the Whole meeting at 7:52 p.m.

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

3.3 Public Works

3.31 Consideration and Discussion of a Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code – January 1, 2015 to December 31, 2015 (Village of Lincolnshire)

Engineering Supervisor Horne provided a summary of the Resolution for maintenance of streets and highways by Municipality under the Illinois Highway Code. This resolution allocates motor fuel tax funding for road improvement projects.

Trustee McDonough asked about flooding on Coventry and wanted to know if the sewer line that was previously installed would correct the problem. Engineering Supervisor Horne noted his concern was the sewer line installed previously was not sufficient to stop flooding on Coventry. Engineering Supervisor Horne noted since investigating this issue, his proposal is to

excavate a small swale between two properties, and replace the existing storm line between another two properties; with the hopes this would prevent flooding of homes. Engineering Supervisor Horne stated he intends to meet with an Engineering firm and four home owners to establish an easement to complete this work.

Village Attorney Simon suggested staff should closely monitor what is going on downstate since the Governor presented many ideas and one of which was to modify MFT.

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

- 3.4 Public Safety
- 3.5 Parks and Recreation

3.51 Consideration and Discussion of a Contract with Midwest Netting Solution, LCC to Install Foul Ball Canopy Netting at North Park in an Amount not to Exceed \$78,580.00 (Village of Lincolnshire)

Public Works Director Woodbury provided a summary of the request to install foul ball canopy netting at North Park. The budget includes money for this project.

Trustee Grujanac asked if the bid included a time frame for installation. Public Works Director Woodbury noted the installation would be two to three weeks from the start of construction and construction would take place in the spring.

Trustee McDonough asked if the design of the netting was presented to the contractor. Public Works Director Woodbury stated staff will provide a copy of the design which was included in the Park Board packet. Director of Public Works Woodbury noted the design of the netting is standard and similar to baseball fields at other locations in the area.

Mayor Blomberg asked if the netting would be taken down in the off season. Public Works Director Woodbury stated the netting would not come down during the off season. Trustees McDonough and Grujanac asked what the lifetime of the netting is and when it would need to be replaced. Public Works Director Woodbury stated typical lifetime of the netting is ten to fifteen years. Trustee Grujanac asked if there is a guarantee on the netting. Public Works Director Woodbury noted staff would check

with the contractor regarding any type of guarantee and report back to the Board.

Trustee Brandt noted this was discussed previously and due to the appearance and the cost, the Board had voted against the netting. Public Works Director Woodbury noted a player was struck at one of last year's tournament and as a result of the injury; the netting was the request of the Park Board. A brief discussion followed regarding other options to prevent injury and if the netting is a priority.

Trustee McDonough asked if this would be presented to the Architectural Review Board. Community & Economic Development McNellis noted this would not go to the Architectural Review Board for approval since there was nothing to define the aesthetic quality. Community & Economic Development Director McNellis stated staff would look into the North Park enabling ordinance to see if there were any other requirements for approval.

There was a consensus of the Board to have staff provide additional information and bring this back for discussion.

3.7 Judiciary and Personnel

4.0 **UNFINISHED BUSINESS**

5.0 **NEW BUSINESS**

Trustee Brandt asked for clarification regarding what date Trick-or-Treating would be in 2015 since a date would need to be set for Boo Bash. Mayor Blomberg stated Trick-or-Treating was always on Halloween. Trustee Brandt asked the Board if they were in favor of having Boo Bash on Friday, October 30, 2015. The Board was in favor of the proposed Boo Bash date of Friday, October 30, 2015. Trustee Brandt asked staff to add this event to the Website calendar.

Village Manager Burke noted he is working on providing an update regarding SWALCO. Residents should take their electronics recycling to the Highland Park drop-off site, 1800 Half Day Road on Tuesdays and the first Saturday of the month.

6.0 **EXECUTIVE SESSION**

7.0 **ADJOURNMENT**

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

Respectfully submitted,

VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk

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

Subject:	Willow Creek Community Church Special Use Request
Action Requested:	Preliminary Evaluation of a Special Use to permit an Assembly Use operation in the O/lc, Office/Industrial Zoning District, within an existing building - 625 Barclay Boulevard.
Petitioner:	Willow Creek Community Church
Originated By/Contact:	Steve McNellis, Director Department of Community & Economic Development
Advisory Board Review:	Zoning Board

Background:

- The subject building, located at 625 Barclay Boulevard, is currently vacant. The previous office/warehouse tenant, Midwest Air Technologies, left the facility in 2010.
- December 2014 Zoning Code amendments pertaining to permitted and special uses in non-residential zoning districts classify theaters, religious uses, convention centers, and other places of assembly inclusively as "Assembly Uses".
- The subject property is zoned O/lc (Office/Industrial Zoning District).
- Assembly uses are a permitted Special Use within this O/l Office/Industrial Zoning District.
- Willow Creek Church is currently seeking a Special Use permit for a temporary facility within the existing Regal Cinemas while they pursue zoning approval for their proposed permanent location at 625 Barclay Boulevard..

Preliminary Evaluation Summary:

- Willow Creek Community Church (Church) seeks a Special Use for an Assembly Use to conduct religious services within an existing 48,000 sq. ft. office/warehouse building in the Lincolnshire Corporate Center.
- Attached floor plan and site plan show primarily internal changes to the existing building. The spaces marked for children of varying ages are designed for Sunday School use during Sunday service. No weekday school activities are proposed for this building.
- The Church auditorium is proposed to seat 500 when it opens. Expecting future growth, the interior space has been designed to permit auditorium seating to expand to a maximum 796 seats. The Church anticipates auditorium seating expansion would occur in 5-10 years.
- Village Code requires 1 parking space for every four seats for assembly uses. The current parking lot would comply with Village Code requirements for the proposed use by providing 199 parking spaces (796 Seats/4 = 199 spaces required), based upon the ultimate future expansion of auditorium seating.
- No employee parking requirement is specifically noted in the Village Code. The general assumption in parking requirements is the required ratio is inclusive of attendees and employees.
- The request requires a Special Use for Assembly Uses within the O/lc Zoning District. Following the preliminary evaluation meeting with the Village Board, the Zoning Board will conduct a Public Hearing to review Findings of Fact for the Special Use request. The Zoning Board recommendation will return to the Village Board for final determination.

At the Zoning Board public hearing, Staff intends to raise and discuss the following:

1. Parking Needs: While the auditorium is the primary parking generator for this use, and parking provided on-site meets Village Code for an auditorium with seating of up to 796 spaces, additional parking provisions should be strongly considered. Willow Creek church is fast-growing and well-attended, likely exhibiting a higher occupancy at services compared to traditional religious facilities. As a result, the old parking model may not properly account for the number of vehicles accessing this site at each service. Staff will research other Willow Creek sites to determine their experience with parking and occupancy. An agreement with an adjacent property owner to accommodate overflow parking may be in the best interests of the Church and Village. Church representatives indicate they are investigating such an agreement.

2. Service Times and Hours: The attached cover letter from Attorney Larry Freedman details general services on Sunday mornings, High School student-focused service/programs on Sunday evenings, and evening adult religious programs on Tuesday and Thursday evenings. Church representatives stated supplemental activities on Tuesday, Thursday and Sundays are expected to generate no more than 50-100 attendees. A small Administrative Staff will occupy the space during the week, and the Church may also have small groups of around 20-30 attendees at events during weekday business hours. In addition, other typical church events, such as weddings, funerals and baptisms are proposed at this property

One of the benefits of the proposed use on this property is those event generating the most traffic are expected to take place outside the normal business day. Therefore, the proposed use is expected to have little impact on the surrounding business community. The proposed use also has no residential impacts.

This is a unique location for a church in Lincolnshire, and it is important any approval be granted with consideration given to potential impact on nearby business establishments. Staff recommends the approved special use incorporate details regarding the Church's regular service hours. The proposed special use ordinance should include limitations on service sizes, weekday hours and be drafted to limit potential conflicts with business traffic. Additional information should also be provided regarding expected attendance at various services and events, based upon experience at other Willow Creek locations. This information should be incorporated into the Special Use ordinance.

3. Site/Building Improvements: Building improvements proposed are minimal and include construction of a new main building entrance at the southeast corner and addition of new sidewalks in the parking area. Minor landscaping replacements will be necessary. Signage will meet Village Code requirements.

Recommendation:

Preliminary feedback from the Village Board regarding the proposal for a Special Use regarding an Assembly Use, and referral for a Zoning Board Public Hearing is requested

Reports and Documents Attached:

- Presentation Packet, prepared by Larry Freedman, dated February 2, 2015.

Meeting History	
Current Village Board Evaluation (COW):	February 23, 2015

LAW OFFICES

ASH, ANOS FREEDMAN & LOGAN, L.L.C.
77 WEST WASHINGTON STREET - SUITE 1211
CHICAGO, ILLINOIS 60602

LAWRENCE M. FREEDMAN
BRUCE T. LOGAN

TELEPHONE: 312-346-1390
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LMFREEDMAN@AFLAW.COM

BARRY ASH
GEORGE J. ANOS, 1951-2005
JOSEPH ASH, 1951-2012

February 2, 2015

VIA EMAIL

Mayor Brett Blomberg and Members of the
Board of Trustees of the Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069

Re: 625 Barclay Blvd.
Our File No. 14-60

Dear Mayor Blomberg and Members of the Board of Trustees:

I represent Willow Creek Community Church, Inc., which is in the process of executing a lease to rent the property at 625 Barclay Boulevard. We are requesting a preliminary evaluation and referral to the Zoning Board of Appeals to consider the granting of a special use permit to allow the existing 46,900 square foot building and 199 space parking lot to be used for religious use as a Christian Church for worship, religious, charitable, and related uses and activities.

The Church anticipates initially having two adult worship services at 9:00 am and 11:00 am on Sundays to be held in an auditorium seating approximately 796 people which is intended to be constructed in the existing building. The Church also anticipates holding religious services on Christmas, Christmas Eve, and Good Friday. During adult services separate services and religious programs will be conducted for children up to middle school age in classroom-offices in the existing building. The Church also provides childcare for children up to the age 5 for parents who are attending the adult services. Service and religious programs for high school students will be scheduled for each Sunday evening from approximately 6:00 pm to 8:00 pm. Weekday activities are relatively limited, but are anticipated to include evening adult religious programs and classes on most Tuesday and Thursday evenings. Classes normally begin around 7:00 pm and finished before 9:00 pm. The Church would also be used for baptisms, weddings, funerals, and other usual and customary uses. Approximately 10 employees are planned to be on site during normal business hours.

ASH, ANOS, FREEDMAN & LOGAN, L.L.C.

Mayor Brett Blomberg and Members of the
Board of Trustees of the Village of Lincolnshire
February 2, 2105
Page 2

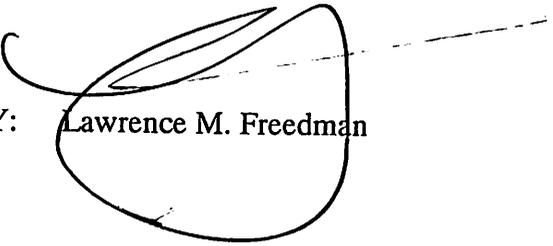
Attached for your reference are the following:

1. Application.
2. Plat of Survey.
3. Preliminary interior and exterior plans.

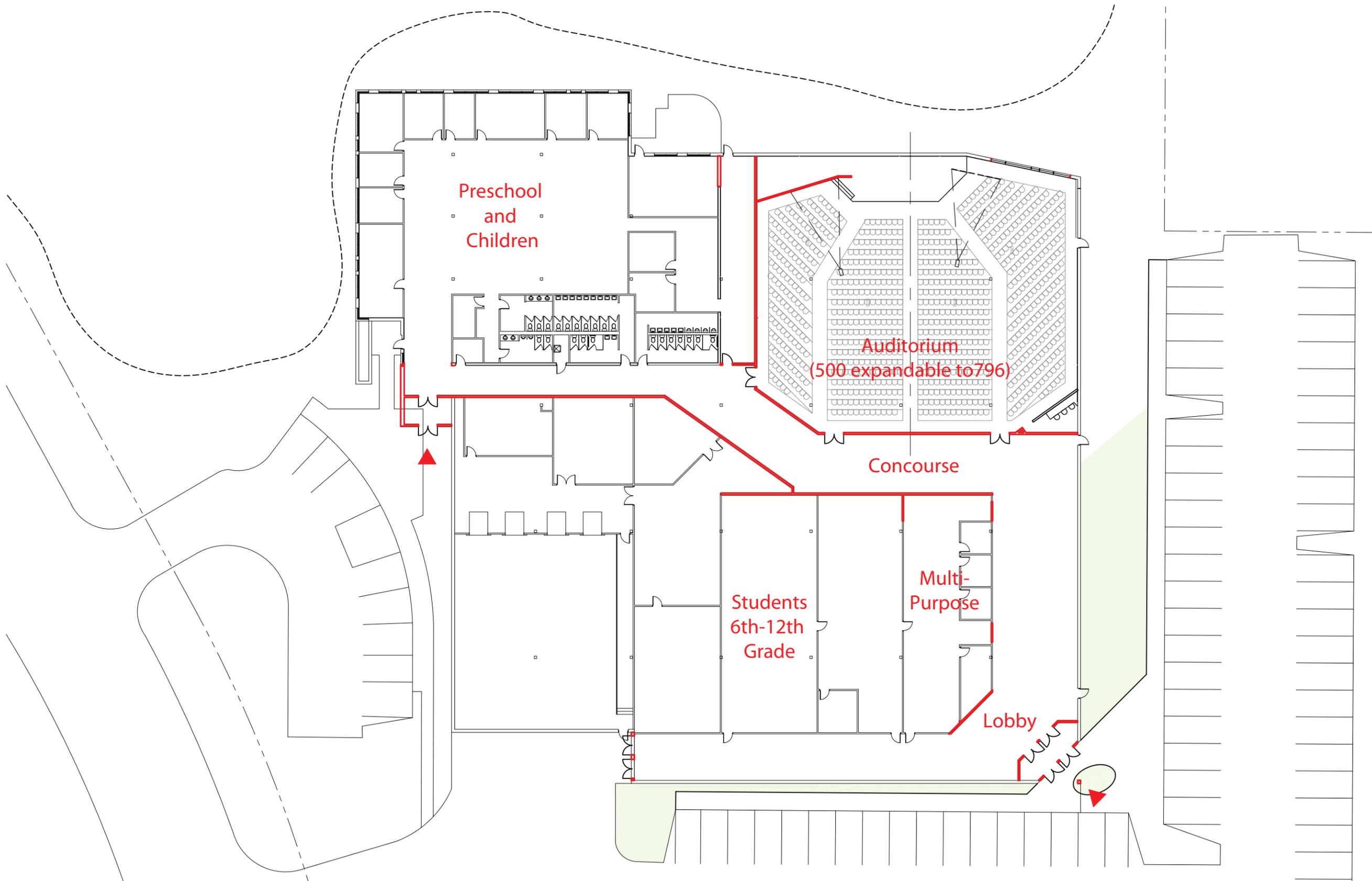
We are requesting that this matter be scheduled for your next Committee of the Whole meeting, at which time representatives of the Church and myself will be present to answer any questions you may have. Thank you for your consideration.

Very truly yours,

ASH, ANOS, FREEDMAN & LOGAN, L.L.C.

BY:  Lawrence M. Freedman

LMF:cas
Enclosures







REQUEST FOR BOARD ACTION

Subject: Consideration of a Resolution of the Village of Lincolnshire, Illinois Reallocating 2015 Volume Cap to the Village of Buffalo Grove, Illinois (Village of Lincolnshire)

Action Requested: Consideration of Proposed Resolution and Direct Placement on Consent Agenda for March 9, 2015 Village Board Meeting

Originated By/Contact: Tonya Zozulya, Economic Development Coordinator

Referred To: Village Board

Summary / Background:

For many years, the Village of Lincolnshire has participated in the Lake County Industrial Revenue Bond Clearinghouse (IRBC) as a way to strengthen the program in Lake County. Again this year the Village of Buffalo Grove will act as the Clearinghouse for the program. The Village will receive a small amount of revenue from this program; but more importantly, its participation aids in economic development for Lake County.

Attached for your review are the draft resolution, the request letter from Lake County Partners dated February 9, 2015, and the draft letter to the Governor.

Staff will be available at Monday night's meeting to respond to questions from the Board on this item.

Budget Impact: None

Service Delivery Impact: Not Applicable.

Recommendation:

- Staff recommends placing the proposed resolution on the March 9, 2015 Village Board meeting agenda for approval.

Reports and Documents Attached:

- Resolution Reallocating 2015 Volume Cap to the Village of Buffalo Grove, Illinois
- February 9, 2015 Letter from Barbara Prusila, Lake County Partners
- Draft letter to Governor Quinn Regarding Lincolnshire's Participation

Meeting History	
Initial Referral to Village Board (COW):	February 23, 2015
Regular Village Board Meeting:	March 10, 2014 (Anticipated)

VILLAGE OF LINCOLNSHIRE
RESOLUTION NO. 2015-_____

A RESOLUTION OF THE VILLAGE OF LINCOLNSHIRE, ILLINOIS
REALLOCATING 2015 VOLUME CAP TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS.

WHEREAS, the Village of Lincolnshire , Lake County, Illinois the (“Municipality”), is a municipality and a home rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

WHEREAS, certain tax exempt private activity bonds may be issued only if sufficient volume cap pursuant to Section 146 of the Internal Revenue Code of 1986, as amended (the “Code”), is available for the bonds; and

WHEREAS, pursuant to the Code, the Municipality has been allocated volume cap equal to \$100.00 per resident of the Municipality in calendar year 2015, or \$728,000 for the issuance of such tax exempt private activity bonds; and

WHEREAS, pursuant to Section 6 and Section 6.1 of the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 *et seq.* (the “Bond Allocation Act), and the Guidelines and Procedures promulgated thereunder, the Municipality may, prior to May 1, 2015, reallocate to other home rule units of government the volume cap allocated to the Municipality by the Code for their issuance of such tax exempt private activity bonds or for subsequent transfer or reallocation; and

WHEREAS, the Municipality has not used any of its 2015 volume cap and has no present intention to use the same; and

WHEREAS, the Lake County Partnership for Economic Development, Inc. has offered Lake County home rule communities the opportunity to participate in a program to combine their respective volume cap allocations and create a Private Activity Bond Clearinghouse Pool (the “Pool”) to facilitate the issuance of tax-exempt private activity bonds to finance manufacturing and multi-family housing commercial projects in Lake County, Illinois, for economic development purposes (“Eligible Projects”); and

WHEREAS, the Village of Buffalo Grove, a home rule unit of government (“Buffalo Grove”), pursuant to its Resolution No. 2001-51 adopted December 17, 2001, agreed to host the Pool and to reserve its own volume cap, and accept volume cap reallocated to Buffalo Grove by other home rule units of government, for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects; and

WHEREAS, Buffalo Grove has requested that the Municipality reallocate all of its 2015 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD/COUNCIL OF THE VILLAGE OF LINCOLNSHIRE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: RECITALS. The foregoing recitals are incorporated in and made a part of this Resolution by this reference as findings of the Corporate Authorities of the Village of Lincolnshire.

SECTION TWO: TRANSFER AND REALLOCATION OF 2015 VOLUME CAP. Pursuant to Section 6 and Section 6.1 of the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, the Municipality irrevocably agrees to, and does hereby, transfer and reallocate all of its 2015 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects as directed by the Advisory Committee created pursuant to Buffalo Grove Resolution No. 2001-51.

SECTION THREE: AGREEMENT. This Resolution shall constitute the agreement of the Municipality to a different allocation under Section 146(e) (3) of the Code and the writing required under Section 6 of the Bond Allocation Act.

SECTION FOUR: WARRANTY. The Municipality covenants and warrants that it has taken no action or issued bonds that would abrogate, diminish, or impair its ability to fulfill the written agreement, covenants, and undertakings on its part under this Resolution.

SECTION FIVE: AUTHORIZATION. As required by the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, a certified copy of this Resolution shall be transmitted to the Office of the Governor of the State of Illinois. Any and all appropriate and proper officers, officials, agents, and employees of the Municipality are hereby authorized, empowered, and directed to take all necessary and advisable actions, and to execute all such documents and certificates, as may be necessary to further the purposes and intent of this Resolution.

SECTION SIX: MAINTAIN RECORD. The Municipality shall maintain a written record of this Resolution in its records for so long as the bonds to which the volume cap transferred by this Resolution is reallocated remain outstanding.

SECTION SEVEN: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as required by law and is enacted by the Municipality pursuant to its powers under the laws of the State of Illinois and the Illinois Constitution of 1970 and its home rule powers.

PASSED THIS ___ DAY OF _____, 2015

AYES:

NAYS:

ABSENT:

PASSED THIS ___ DAY OF _____, 2015

(Authorized Official)

ATTEST:

(Authorized Official)

Lake County Partners

Location. Collaboration. Opportunity.

100 Tri-State International Drive, Suite 122

Lincolnshire, IL 60069

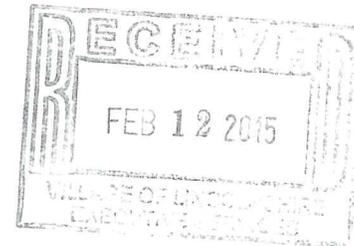
Phone (847) 597-1220

Fax (847) 597-1235

www.lakecountypartners.com

February 9, 2015

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



Dear Mr. Burke:

I am writing to request your municipality's participation in Lake County's Private Activity Bond Clearinghouse (PABC) in 2015. Each year, Lake County Partners contacts the home rule communities in Lake County to request a pooling together of the volume cap to ensure the best use of our collective private activity bond allocation. The PABC cap for each year is transferred to the Village of Buffalo Grove, the Pool's host home rule community. *If your municipality is interested in participating, your governing body must approve a resolution and submit it to Governor Rauner's Office before May 1, 2015. A sample resolution is attached for your use.*

Since its inception, the Lake County PABC has funded nearly \$200,000,000 in local projects, which has resulted in the construction of over 360,000 sq. ft. of new manufacturing space, the creation of 648 new manufacturing jobs, the renovation of 1,600 multi-family dwelling units, the purchase of an estimated 251 homes by first-time homebuyers, the expansion of a Montessori School, and the construction of a new solid waste disposal cell.

This year's "State of Illinois' Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345" are also attached for your reference. This year's per capita amount is \$100.00, and population data estimates outlined within these guidelines are based on Census information updated to July 2014. **The population estimate for the Village of Lincolnshire is 7,280, bringing your municipality's 2015 allocation to \$728,000.**

Your municipality's approval of a resolution to transfer its volume cap to the Village of Buffalo Grove will preserve the volume cap in Lake County for a three-year period for the important reasons outlined above. **Lake County Partners therefore requests that you place the attached resolution on your Board's schedule for approval and forward the approved resolution to the attention of the Governor's Office as soon as possible; templates of the documentation to accompany this approval to the Governor's Office can be found in the attached materials. Please copy me on the Board's actions and subsequent notification to the Governor's Office, or notify me if your community chooses not to participate in this year's pool so that I may more effectively manage the process in 2016.**

Please note that all reporting submissions are to be submitted to the Governor's Office both in hard copy and electronic format – see page three of the attached Guidelines and Procedures for specific submission requirements. Feel free to contact me with any questions or concerns at 847-597-1230 or bprusila@lakecountypartners.com. We appreciate your support and look forward to working with you.

Sincerely,

Barbara C. Prusila
Economic Development Manager

Location. Collaboration. Opportunity.

**REPORT OF ALLOCATION GRANTED
BY HOME-RULE UNITS**

April 1, 2015

Office of the Governor
Governor's Office of Management and Budget
603 Stratton Building
Springfield, IL 62706

ATTN: Debt Management Unit

RE: Issuer: Village of Lincolnshire
Total 2015 Volume Cap Allocation \$728,000

Volume Cap allocation granted, transferred or reserved by the Village of Lincolnshire Resolution No.____ prior to May 1, 2015 (Copies of Allocation Resolution attached):

Principal Amount of Issue: \$728,000

Bond Description: Private Activity Bond Volume Cap

If allocated to another issuer, state Village of Buffalo Grove, Illinois
Name of issuer

Copies of allocation resolutions or ordinances are attached. (Note: Memorandums of agreements with business need not be attached.)

Total Allocation Granted or Reallocated \$728,000

Sincerely,

Village of Lincolnshire

Brett Blomberg
Mayor
847-883-8600
mayorblomberg@lincolnshireil.gov

REQUEST FOR BOARD ACTION

Subject: Public Hearing, Consideration, and Discussion of an Ordinance Establishing Authorization for the Acceptance of Payment by Credit Card

Action Requested: Consider Credit Card Acceptance Ordinance and Direct Placement on the March 9, 2015 Consent Agenda

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

Referred To: Mayor and Village Board of Trustees

Summary / Background:

During the 2015 Budget approval process, the Village Board favored Staff's recommendation for the Village to accept credit card payments and pass along appropriate fees. State law, *Election by Local Governmental Entities to Accept Credit Cards (50 ILCS 345)*, prescribes "the decision whether to accept credit card payments for any particular type of obligation shall be made by the governing body of the local governmental entity". Additionally, a public hearing is required prior to ordinance approval. Notice of the public hearing was provided on February 06, 2015 in the Daily Herald.

Recommendation:

Conduct public hearing and direct the ordinance be placed on the March 9, 2015 Consent Agenda for approval.

Reports and Documents Attached:

- Draft Ordinance Establishing Authorization for the Acceptance of Payment by Credit Card (Village of Lincolnshire)

Meeting History	
Public Hearing (COW):	02/23/2015
Initial Referral to Village Board (COW):	02/23/2015
Regular Village Board Meeting:	03/09/2015

ORDINANCE NO. 15-XXXX-XX
AN ORDINANCE ESTABLISHING AUTHORIZATION FOR THE
ACCEPTANCE OF PAYMENT BY CREDIT CARD

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

WHEREAS, the Village has determined the manner of acceptance of payment of fines, fees, charges, taxes or costs (collectively, an “indebtedness”) owing to or collected by the Village of Lincolnshire by credit card, is a matter pertaining to the government and affairs of the Village of Lincolnshire; and

WHEREAS, the Local Government Acceptance of Credit Cards Act (50 ILCS 345), provides statutory authority for the payment of an indebtedness owing to or collected by a unit of local government; and

WHEREAS, this authorization is intended to be an exercise of the powers granted to municipalities under the Local Government Acceptance of Credit Cards Act and, in the alternative, an exercise of the home rule powers of the Village of Lincolnshire; and

WHEREAS, on the 23rd day of February, 2015, a public hearing was held by the Lincolnshire Village Board, which date was not sooner than ten (10) days nor later than thirty (30) days from the date of the notice of public hearing, which was published on February 06, 2015, in the Daily Herald, a certified copy of which is attached hereto as Exhibit A;

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

Section 1. The Village Board finds acceptance of credit card payments for any fine, fee, charge, tax or cost imposed by, owing to, or collected by or on behalf of the Village of Lincolnshire found on Exhibit A, as provided in the Local Government Acceptance of Credit Card Act, is in the best interests of the Village of Lincolnshire and its citizens, and hereby approves the acceptance of credit card payments according to the rules established by this Ordinance.

Section 2. The Village Code of the Village of Lincolnshire is hereby amended by the addition of Title 1, Chapter 8, Article G (Acceptance of Credit Cards), as set forth below:

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

SECTION:

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

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

1-8G-2: CONVENIENCE FEES:

- A. The Village is authorized to collect, in addition to the amount owed to the Village, a convenience fee to wholly or partly offset the amount of any processing fee incurred by the Village from the credit card financial institution or service provider, provided that no such fee shall be imposed unless allowed under the operating rules and regulations of the credit card involved. The amount of the fee shall not exceed any discount or processing fee incurred the Village, shall be established from time to time by the Village Manager in accordance with the limitations described in paragraph B and recorded in Title 1, Chapter 15, Comprehensive Fee Schedule.
- B. Said fees will also be subject to the following limitations set forth in the Local Government Acceptance of Credit Cards Act:
 - 1. The fee may not exceed the lesser of Twenty Dollars (\$20.00) or Five Percent (5%) of the principal amount charged for any license, sticker, or permit.
 - 2. The fee may not exceed the lesser of Five Dollars (\$5.00) or Five Percent (5%) for the payment of any fine.
 - 3. The fee may not exceed the lesser of Forty Dollars (\$40.00) or Three Percent (3%) for the payment of any real estate transfer tax stamp or other tax.

4. The fee may not exceed the actual discount or processing fee incurred by the Village for the payment of any water and/or sewer charge, provided charges below \$100 will be assessed an additional \$.50 per transaction.

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

<u>Village Account</u>	<u>Form of Indebtedness</u>
01-00-70-4050	Real Estate Transfer Tax
01-00-75-4120	Liquor Licenses
01-00-75-4125	Beach Tags
01-00-75-4126	Park User Fees
01-00-75-4130	Amusement Devices
01-00-75-4135	Application Fees
01-00-75-4140	Engineering Fees
01-00-75-4145	Planner Fees
01-00-75-4150	Plan Review Fees
01-00-75-4155	Annexation Fees
01-00-75-4160	Building Permit Fees
01-00-75-4165	Acreage Impact Fees
01-00-75-4166	Forester Fees
01-00-75-4170	Misc. Licenses & Fees
01-00-75-4192	Yard Waste Refuse Stickers
01-00-80-4230	Alarm Fines & Fees
01-00-80-4240	Administrative Tow Fees
01-00-90-4420	Tree Revenue
02-00-75-4180	Water User Fees
02-00-75-4181	Sewer User Fees
02-00-75-4189	New Water Meter
07-00-75-4186	Connection Fees
18-00-90-4420	Park Donations

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

Section 3. The Village Board authorizes the Village Manager to enter into agreements with one or more financial institutions or other service providers to facilitate the acceptance and processing of credit card payments. Said agreements shall identify the specific services to be provided, the itemized fees, if any, to be charged, and the means to pay such fees.

Section 4. The Village Board determines any reduction in revenue resulting from any processing or discount fee charged is nevertheless in the best interest of the Village considering the improved governmental cash flow, the reduction in government overhead, improved governmental financial security and the benefit of public convenience.

Section 5. Severability. In the event any provision of this Ordinance, or any application hereof, is found to be invalid or unenforceable, such a finding shall not affect the enforcement of the remainder of this Ordinance and all other applications hereof, to the fullest extent permitted by law, it being the intent of the Corporate Authorities that this Ordinance shall remain in full force and effect with the exception of the invalid or unenforceable provision.

Section 6. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form.

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

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2015.

BRETT B. BLOMBERG, Mayor

ATTEST:

BARBARA MASTANDREA, Village Clerk

Published in pamphlet form

this _____ day of _____ 2015.

REQUEST FOR BOARD ACTION
February 23, 2015 Committee of the Whole

Subject: Tolling Agreement Related to IMET Losses Arising from First Farmers Financial

Action Requested: Consideration and Discussion of Tolling Agreement and Direct Placement on the March 9, 2015 Consent Agenda for Approval (Village of Lincolnshire)

Originated By/Contact: Bradly J. Burke, Village Manager

Referred To: Mayor Blomberg and Board of Trustees

Summary/ Background:

The Village of Lincolnshire has invested idle funds with the Illinois Metropolitan Investment Fund (IMET) for many years. On October 9, 2014, IMET withdrew \$141,186.19 from Lincolnshire's Convenience Fund account and placed the funds in a "restricted" account pending the recovery of dollars related to a case of securities fraud. In light of this securities fraud, a number of public entities have negotiated a Tolling Agreement between IMET and entities who participated in the Convenience Fund.

Attached is a memorandum prepared by Village Attorney Simon providing background on the IMET securities fraud matter and explaining the purpose and intent of the Tolling Agreement. A copy of the proposed Tolling Agreement is also attached.

Village Attorney Simon and staff will be available at Monday night's Village Board meeting to answer any questions regarding the recommendation regarding the proposed Tolling Agreement.

Recommendation:

Consideration and Discussion of Tolling Agreement related to IMET and direct placement of approval of Tolling Agreement on the Consent Agenda for approval on the March 9, 2015 Village Board meeting.

Reports and Documents Attached:

- February 5, 2015 Memorandum from Village Attorney Simon Regarding Tolling Agreement
- Proposed Tolling Agreement

Meeting History	
Committee of the Whole Meeting:	February 23, 2015
Regular Village Board Meeting:	



DIAMOND BUSH
DiCIANNI
& KRAFTHEFER

A Professional Corporation
175 E. Hawthorn Parkway, Suite 145
Vernon Hills, IL 60061
www.ancelglink.com

Adam B. Simon
asimon@ancelglink.com
Derke J. Price
dprice@ancelglink.com

MEMORANDUM

PRIVILEGED AND CONFIDENTIAL: ATTORNEY-CLIENT COMMUNICATION

To: Brad Burke (via e-mail bburke@lincolnshireil.gov)
Village of Lincolnshire

CC:

From: Adam B. Simon
Derke J. Price

Subject: Tolling Agreement related to IMET Losses Arising from First Farmers
Financial

Date: February 5, 2015

This memorandum presents an update on the pending litigation between Pennant Management and First Farmers Financial and a Tolling Agreement that has been negotiated by and between the Illinois Metropolitan Investment Trust (IMET) and certain participants in the Convenience Fund. First we will explain the purpose of the Tolling Agreement. Following that we will present a brief update on the pending efforts to recover the losses from the assets seized from First Farmers and its principals.

Background

To begin, we'll provide a quick summary of what has transpired. The IMET Convenience Fund was the victim of a securities fraud scheme involving repurchase agreements secured by loans from First Farmers Financial ("FFF") that were sold under the guise of being guaranteed by the Department of Agriculture. First Farmers Financial was on the USDA's list of approved lenders under its loan guarantee program. IMET had repurchase agreements totaling \$50,442,142.78 involving these guaranteed loans. On September 30th, Nikesh Patel, the CEO of First Farmers Financial was arrested by the FBI and charged with fraud. IMET and Pennant Management, Inc., its investment manager, are now trying to seize all assets from FFF and Mr. Patel (the "Defendants"), but the money which can be recovered and the schedule for recovery is uncertain at best. Furthermore, the cost of seizing and selling the assets will reduce the value of the funds recovered (more on this later). The \$50 million investment that is the subject of the fraud constitutes approximately 2.8% of the total dollar amount held in IMET's Convenience Fund. Accordingly, IMET has restricted 2.8% of every member's deposits in the Convenience Fund.

ANCEL, GLINK, DIAMOND, BUSH, DiCIANNI & KRAFTHOFER, P.C.

Village of Lincolnshire
IMET Tolling Agreement
February 5, 2015
Page 2

PRIVILEGED AND CONFIDENTIAL: ATTORNEY-CLIENT COMMUNICATION

Tolling Agreement

As a result of the nature of the investment which resulted in the loss, and questions regarding the degree of discretion granted to Pennant, there exist potential claims which Convenience Fund participants may bring against IMET and/or Pennant. However, the time limits to exercise your rights began to run as soon as IMET issued its first disclosure related to the fraud at the end of September. Unfortunately, due to the uncertainty related to the civil litigation and the schedule for selling the seized assets, we are unable to predict how long it will be before we know the full value of the recovery and, consequently, how to weigh the cost/benefit analysis of filing suit.

Based on the foregoing, attorneys representing several municipalities have negotiated a Tolling Agreement with IMET. This document represents a standstill agreement whereby all signatories consent to preserve all claims and defenses available to all parties notwithstanding the passage of time, including the potential expiration of otherwise applicable statutes of limitation.

We have worked with IMET to make the Tolling Agreement available to you. There is no monetary obligation resulting from signing the agreement. It also permits you to preserve your discretion regarding whether to terminate the Agreement and file suit at a later date.¹ Importantly, the Tolling Agreement is designed to expire by no later than June 30, 2016, by which time we will hopefully have more information on which to make an evaluation regarding the success of IMET and Pennant's recovery efforts.

After considering the attached agreement please contact us with any questions and to let us know whether you intend to execute the agreement. Once it is approved by your governing board, you may send signed counterparts directly to IMET's attorney at the address described in the agreement.

Pending Litigation

On November 10, 2014, Michael Nanosky, of Janus Hotel Management Services, LLC, was appointed Receiver for the purpose of securing, safeguarding and/or marketing and selling the Defendant's assets, also known as the "Receivership Estate." Among the Defendants' real and personal property described in court filings are:

¹ In the event of litigation, there is a chance it may be filed as a class action, whereby your agency would become a member of the Plaintiff-class unless it affirmatively opts out. Customarily, the attorneys assigned to represent the class are paid from the proceeds of a settlement or judgment rather than directly from the parties they represent.

Village of Lincolnshire
IMET Tolling Agreement
February 5, 2015
Page 3

PRIVILEGED AND CONFIDENTIAL: ATTORNEY-CLIENT COMMUNICATION

- a. Five hotel properties, located in Orlando, Florida, Saddle Brook, New Jersey, and Peoria, Illinois;
- b. Real properties located in Windemere and Orlando, Florida;
- c. Several luxury motor vehicles and watercraft;
- d. Watches and other jewelry;
- e. Gold coins and a gold bar;
- f. Investment and operating accounts for the hotel properties;
- g. Accounts receivable, including loan receivables from legitimate loans; and
- h. Cash.

In the course of appointing the Receiver, the Court also established the priority for payments made from the proceeds realized from the operation and sale of the Receivership Estate. The claims against the Defendants shall be paid in the following order:

- 1) the costs and expenses of operating the Receivership Estate;
- 2) the fees and expenses incurred by the Receiver in managing the estate;
- 3) payments to creditors, which relate to periods prior to the appointment of the Receiver;
- 4) the creation and retention by the Receiver of a reasonable working capital fund for operation of the hotel properties; and
- 5) amounts due to Plaintiff in partial consideration of the claims asserted by Plaintiff in this case by order of this Court.

Notably, we are aware of at least one creditor who allegedly provided labor, services and materials for one of the Orlando area hotels purportedly worth \$1,707,056.94. If this claim is confirmed and approved, it would be paid prior to Convenience Fund investors receiving reimbursement of the lost money.

ANCEL, GLINK, DIAMOND, BUSH, DiCIANNI & KRAFTHEFER, P.C.

Village of Lincolnshire
IMET Tolling Agreement
February 5, 2015
Page 4

PRIVILEGED AND CONFIDENTIAL: ATTORNEY-CLIENT COMMUNICATION

Finally, there is a pending dispute regarding the fees and expenses incurred by the Receiver. Recently, the Receiver paid Pennant's attorneys a bill for legal fees equal to \$562,761.35. This disbursement was made without Court approval and is the subject of a motion, joined by IMET, to force the refund of such payment. According to the order of priority described above, the Court should be required to review and approve all payments to or for the benefit of Pennant. Moreover, there is debate about whether IMET's claims should take priority over the expenses incurred by Pennant to obtain recovery of the lost investments. The questions raised by these issues will be addressed by the Court in due course.

Please feel free to contact either of us if you have follow up questions about the material described above.

Enclosure

4815-9015-3505, v. 1

TOLLING AGREEMENT

This Agreement (“Agreement”) is made and entered into as of February __, 2015, by and between Illinois Metropolitan Investment Fund (“IMET”), on the one hand, and **Village of Lincolnshire** (“Participant”) on the other hand.

Participant believes they may have certain claims (the “Claims”) against IMET relating to IMET’s Convenience Fund’s investments from May 16, 2013 through August 28, 2014 through Pennant Management, Inc. in a certain repurchase agreement where First Farmers Financial, LLC (“First Farmers”) was the seller and which investments were purportedly collateralized by loans guaranteed by the United States Department of Agriculture (“USDA”), and IMET believes is has certain defenses (the “Defenses”) to such Claims. However, neither Participant nor IMET wish to assert the Claims or Defenses at this time, and to defer, on the terms set forth herein, the consideration or pursuit of the Claims and Defenses *inter se*. Therefore, in consideration of the mutual promises stated in this Agreement, Participant and IMET (collectively, the “Parties” and individually a “Party”) agree as follows:

1. Unless and until this Tolling Agreement is terminated or otherwise terminates pursuant to its terms, none of the Parties shall assert any of the Claims or Defenses against the other.

2. The period between the date of this Agreement and the Termination Date, as defined below in paragraph (6), shall not be included in determining the applicability of any statute of limitations, statute of repose, laches defense, rescission right, or any other right or defense based on the passage of time in any action or proceeding, or demand (whether pursuant to a filed complaint or otherwise) brought by or on behalf of Participant against IMET seeking relief based on the Claims and Defenses.

3. Nothing in this Agreement shall be deemed to revive any of the Claims and Defenses that are or were already barred on the date of this Agreement. Nothing in this Agreement, or in the circumstances which gave rise to this Agreement, shall be construed as an acknowledgment by any Party that any of the Claims and Defenses has or has not been barred, or is about to be barred, by the statute of limitations, laches or other defense based on the lapse of time.

4. Except as expressly provided herein, nothing contained herein shall constitute a waiver of any Claims, demands, causes of action, positions, rights, remedies and/or Defenses, in law and in equity, of any of the Parties. The sole purpose of this Agreement is to implement the tolling described in Paragraph 2 above. Further, nothing in this Agreement will be deemed to (a) create an affirmative obligation on behalf of any Party to take any action to recover any proceeds of the fraud or (b) preclude any Party from seeking, obtaining, or reviewing any other document or communication that it has a right to seek, obtain, or review.

5. This Agreement shall not operate as an admission of liability by any Party and IMET specifically denies that it engaged in any wrongdoing or is subject to any liability. Neither this Agreement, nor any action taken pursuant to this Agreement, shall be offered or received in evidence in any action or proceeding as an admission of liability or wrongdoing by any Party.

6. Any Party may terminate this Agreement on thirty (30) days written notice (the “30 Day Notice”), and may otherwise provide any notices required or elected hereunder, by causing such notice to be sent by messenger, fax or PDF e-mail to the Parties’ at the following addresses:

To IMET Parties: Randall M. Lending
 Vedder Price P.C.
 222 N. LaSalle Street, Suite 2600
 Chicago, IL 60601
 (312) 609-7564 (tel)
 (312) 609-5005 (fax)
 rlending@vedderprice.com

To Participant: Village of Lincolnshire
 One Olde Half Day Road
 Lincolnshire, IL 60069
 Attn: Brad Burke
 bburke@lincolnshireil.gov

Any Party may change the address at which it should be given notice by giving written notice of such change of address to the other Party.

7. Notwithstanding the 30 Day Notice provision, the Parties agree that this Agreement shall not be terminated before June 30, 2015. If not earlier terminated as set forth herein, this Agreement shall terminate on June 30, 2016.

8. This Agreement comprises the entire agreement of the Parties with respect to the tolling of any and all time-related defenses or claims and it supersedes any prior agreements or understanding by or between the Parties concerning those matters. There are no agreements, covenants, conditions, or limitations of this Agreement that are not expressly stated herein. This Agreement may be modified, amended, or supplemented only by a written instrument signed by all of the Parties.

9. Each undersigned Party represents, warrants, and states that all legal action necessary for the effectuation and execution of this Agreement has been validly taken and that the individuals whose signatures appear below on behalf of each party are duly authorized to execute this Agreement on behalf of their respective Parties.

10. The Parties hereto agree that the mutual promises contained herein constitute good and valuable consideration, receipt of which is acknowledged.

11. This Agreement shall be interpreted in accordance with the substantive law of the State of Illinois, without application of choice of law rules. This paragraph shall apply only to disputes arising out of this Tolling Agreement and shall not be construed to modify any choice of law provision or analysis otherwise applicable in any other dispute between the parties to this

Tolling Agreement, and each party reserves the right to assert that other state or federal law may apply to such other potential disputes.

12. This Agreement shall take effect as to each Party upon a Party's respective signature to this Agreement as reflected below.

13. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

14. Except as may be required by law, the Parties agree to keep this Agreement confidential and to not to disclose the existence of this Agreement to any third person or make any public comment about the existence of this Agreement. Nothing herein shall preclude the Trustees or staffs of the Parties from discussing and/or approving this Agreement at public meetings or in executive sessions or otherwise in furtherance of their duties. Nothing herein shall preclude IMET from disclosing this tolling agreement to its insurance carrier(s), its accountants or as otherwise may be required by law.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

Illinois Metropolitan Investment Fund

By: Randall M. Lending
One of its Attorneys

Dated: _____, 2015

Participant

Village of Lincolnshire

By: Brad Burke

Dated: _____, 2015

**REQUEST FOR BOARD ACTION
COMMITTEE OF THE WHOLE
February 23, 2015**

Subject: Professional Service Contract with Baxter & Woodman Consulting Engineers for a Sanitary Flow Monitoring Study at a Cost not to Exceed \$30,420. (Village of Lincolnshire)

Action Requested: Consideration, Discussion, and placement on the March 09, 2015 Consent Agenda for Approval

Originated By/Contact: Terry Hawkins, Utilities Superintendent

Referred To: Village Board

Summary / Background:

Staff recommends acquiring engineering services to conduct an evaluation and study of the Village sanitary sewer collection system. This evaluation and report will provide the data necessary to identify pipe integrity or capacity issues caused from Infiltration or Inflow water sources. Infiltration is caused from groundwater that enters into the sanitary system through deteriorated pipes or manholes. Inflow is defined as water that enters into the collection system from storm water interconnections such as downspouts or illegal sump pumps. These water sources directly impact Village funds and contribute to sanitary sewer overflow or distribution pipe backups.

This is the first phase of a multiphase systematic program for locating and reducing these sources of water. The final report generated from this study; will provide system analysis and recommendations for a detailed comprehensive program. Recommendations for future phases of the program may include activities such as smoke or dye testing distribution pipes, implementing a sanitary system hydraulic model or additional flow metering. Each one of these activities are necessary tools which may be required to identify infrastructure repairs, rehabilitation or replacement.

Due to the overall size of the sanitary infrastructure these issues are difficult to identify without dividing the entire sanitary system into manageable sections referred to as metering basins in the proposal. The request for proposal solicits a contractor to identify eight (8) metering basins located within the sanitary sewer system which will be monitored by flow meters for a ten (10) week period of time. The information obtained from the flow monitoring study will assist staff in prioritizing areas of the Village for future pipe rehabilitation or replacement.

On the February 10, 2015 bid date, staff publically opened 6 proposals to perform this study ranging in amounts from \$30,420.00 to \$106,404.00. Staff evaluated the proposals received based upon content; approach ; pricing; references and experience and determined the proposal submitted by Baxter and Woodman Consulting Engineers most closely met the requirements of the Village as outlined in the RFP.

Budget Impact: The 2015 Budget includes \$56,500 in the Water and Sewer Improvement fund to complete this work. The findings of this proposed study will help determine future budget numbers to include in the Village's 10-Year Capital Improvement Plan for the sanitary system.

Recommendation: Staff recommends approval of a professional service contract with Baxter & Woodman Consulting Engineers for contractual services related to this study. This engineering firm has performed numerous infrastructure improvements with the Village and has provided both professional and quality services.

Reports and Documents Attached:

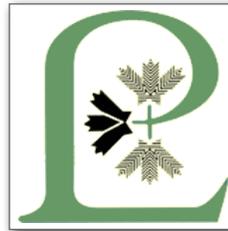
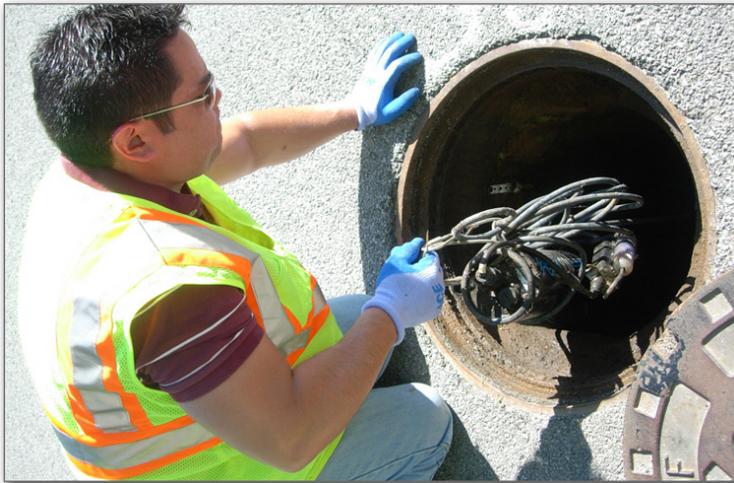
- Proposed Contractual Service Agreement with Baxter & Woodman Consulting Engineers

Meeting History	
Initial Referral to Village Board (COW):	February 23, 2015
Regular Village Board Meeting:	March 09, 2015

PROPOSAL TO

VILLAGE OF LINCOLNSHIRE

Sanitary Flow Monitoring Study



BAXTER & WOODMAN
Consulting Engineers

Submitted by:
Baxter & Woodman, Inc.
Consulting Engineers
www.baxterwoodman.com

February 10, 2015

February 10, 2015

Mr. Terry Hawkins
Utilities Superintendent
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, Illinois 60069

Subject: Village of Lincolnshire - Sanitary Flow Monitoring Study

Dear Mr. Hawkins:

The Village's sanitary flow monitoring study is the first phase of a multi-phase systematic program for finding and removing infiltration/inflow (I/I). In order accurately complete the first phase, the Village needs an experienced consultant to provide proper data that will result in a thorough study with recommendations to improve the Village's sanitary sewer collection system. Baxter & Woodman's approach for developing a comprehensive sanitary flow monitoring study includes:

- **Local Expertise** - Our team of experts has assisted local communities including Winnetka, Hoffman Estates, and Oak Forest reduce I/I by first completing detailed evaluation studies. We will use the latest technologies and coordinate with our in-house survey and GIS departments to log and analyze data gathered during the monitoring period.
- **Proven Results in I/I Reduction** - Not only do we have experience in I/I investigation projects, we also have proof that our studies helped reduce the number of basement backups and sanitary sewer overflows. *See our Proven Results on page 7.*
- **In-House Equipment** - We will provide dependable flow monitoring equipment with no rental fee. Our in-house flow bench tests and calibration of our flow meters before being placed in the field will provide sound results and proper operations which will help develop useful recommendations for your program.

Baxter & Woodman has the experience to help the Village find, prioritize, and cost-effectively reduce I/I to decrease surcharging, SSO risks, and operation costs. If you have any questions regarding our proposal, please contact me at 815-459-1260.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

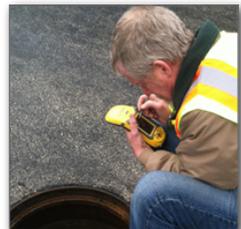
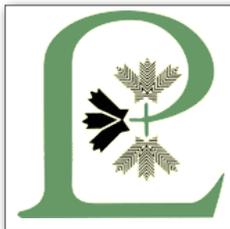
John V. Ambrose, PE
Vice President

DF: jmp

CONTENTS

Project Understanding	7
Project Approach	8
Project Schedule	13
Project Experience & References	14
Key Personnel	20
Firm Overview	22
Fee Schedule	25
Appendix A	

Baxter & Woodman continues to be ranked on the Engineering News-Record's Top 500 Design Firms list. We are also recognized by Public Works Magazine as one of the Top 50 leading firms in public works projects in the nation.

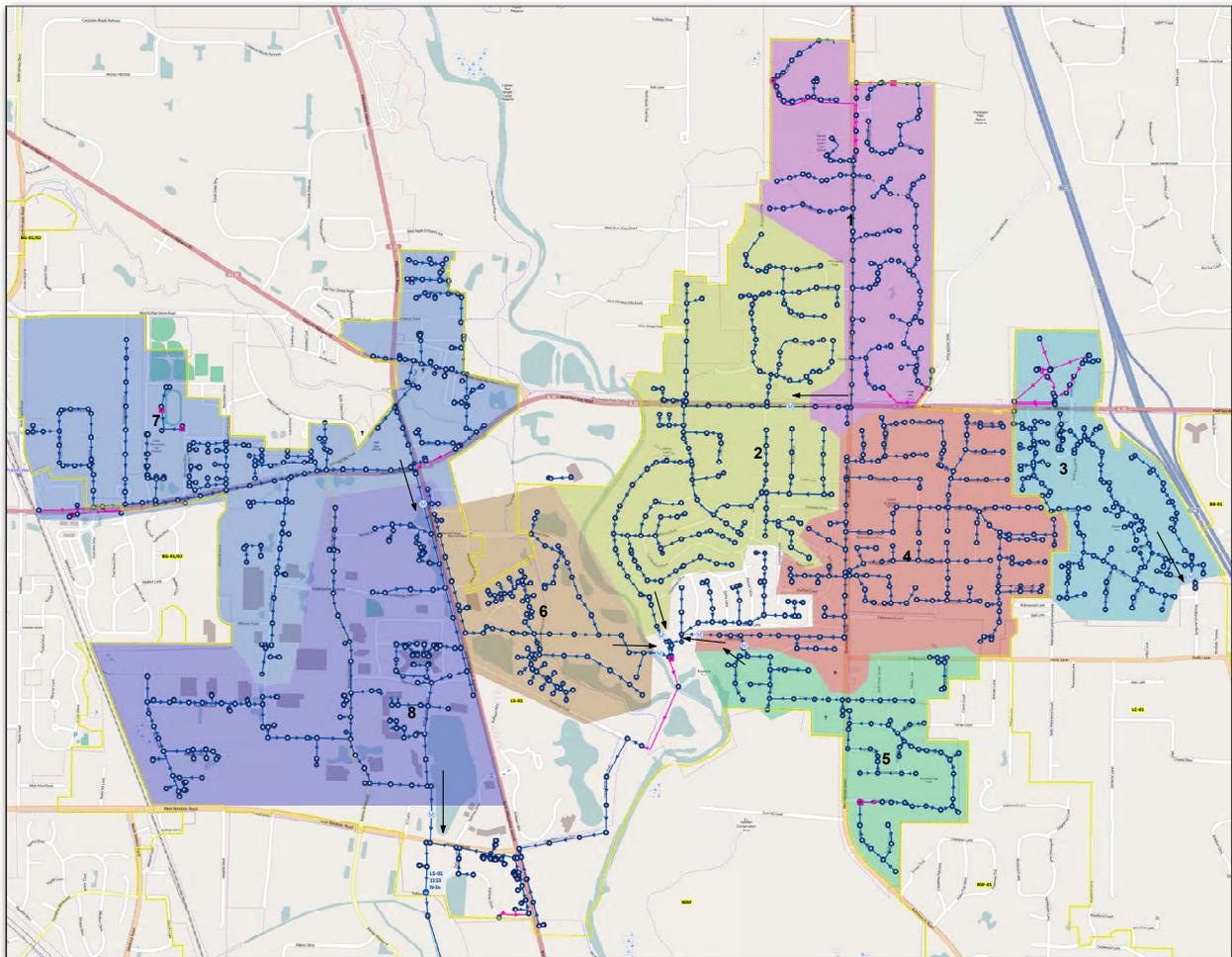


PROJECT UNDERSTANDING

The Village of Lincolnshire is experiencing frequent storm and sanitary system flooding during large storm events. The excessive inflow and infiltration (I/I) not only risks sanitary sewer overflow (SSO) and causes basement backups, but costs the Village high energy usage at pumping stations.

A systematic program to identify, quantify, and remove excessive I/I will result in a targeted approach to provide a more reliable sewer system. Baxter & Woodman has the experience, resources, and skills to complete a focused I/I removal investigation for the Village, starting with a targeted flow monitoring program.

The Village's sewer system consists of approximately 50 miles of sewer, seven lift stations, and one primary collection lift station. The goal of this first phase is to conduct flow metering at eight different locations within a targeted area. This work will allow the Village to focus future assessment (smoke testing, manhole inspection, CCTV, etc.) in areas with the highest volume of I/I.



This exhibit above is a representative sample of the Village's sanitary sewer system. Project Manager Sean O'Dell has a strong understanding of the Village's underground infrastructure from recently providing design engineering services of the Village's water main rehabilitation project.

PROJECT APPROACH

The Village is seeking a qualified engineering firm to complete the first phase of a multi0phase systematic program for finding and reducing I/I. **Baxter & Woodman has the experience to help the Village find, prioritize, and cost-effectively reduce I/I to decrease surcharging, SSO risks, and operation costs.** *Let us put our expertise to work for you!*

LOCAL EXPERTS IN LOCATING I/I

Locating and quantifying are the first steps in properly removing I/I. The key to implementing a targeted approach is by investigating smaller basins. The Village’s intent of using eight flow meters is ideal considering the size of the Village and its current conditions. With basins less than 10,000 feet, we will be able to pin point the problem areas quickly and with ease.

Baxter & Woodman understands the benefits of a targeted approach from our previous sanitary sewer evaluation study (SSES) experience that includes installing and maintaining over 450 flow meters.

Our field inspectors use the latest technologies to log and analyze large amounts of field data obtained during the project. While conducting smoke testing, we will use iPads to take photos and log identified defects.



Recording data with a tablet in the field allows field inspectors to instantly upload information.

Identified I/I sources will be properly located by our experienced team. We will complete accurate data collection so that the Village’s atlases can be updated accordingly, which will also provide a solid foundation for a prioritized rehabilitation plan. Our field technicians regularly gather data for direct input into GIS and other models by working with our in-house survey and GIS departments.

SSES Experience



450

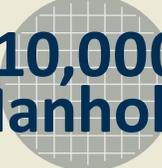
Flow Meters

Installed and maintained over
450 flow meters.



1 Million Feet

Smoke tested nearly one
million feet of sewer.



10,000

Manholes

Inspected over 10,000
manholes.



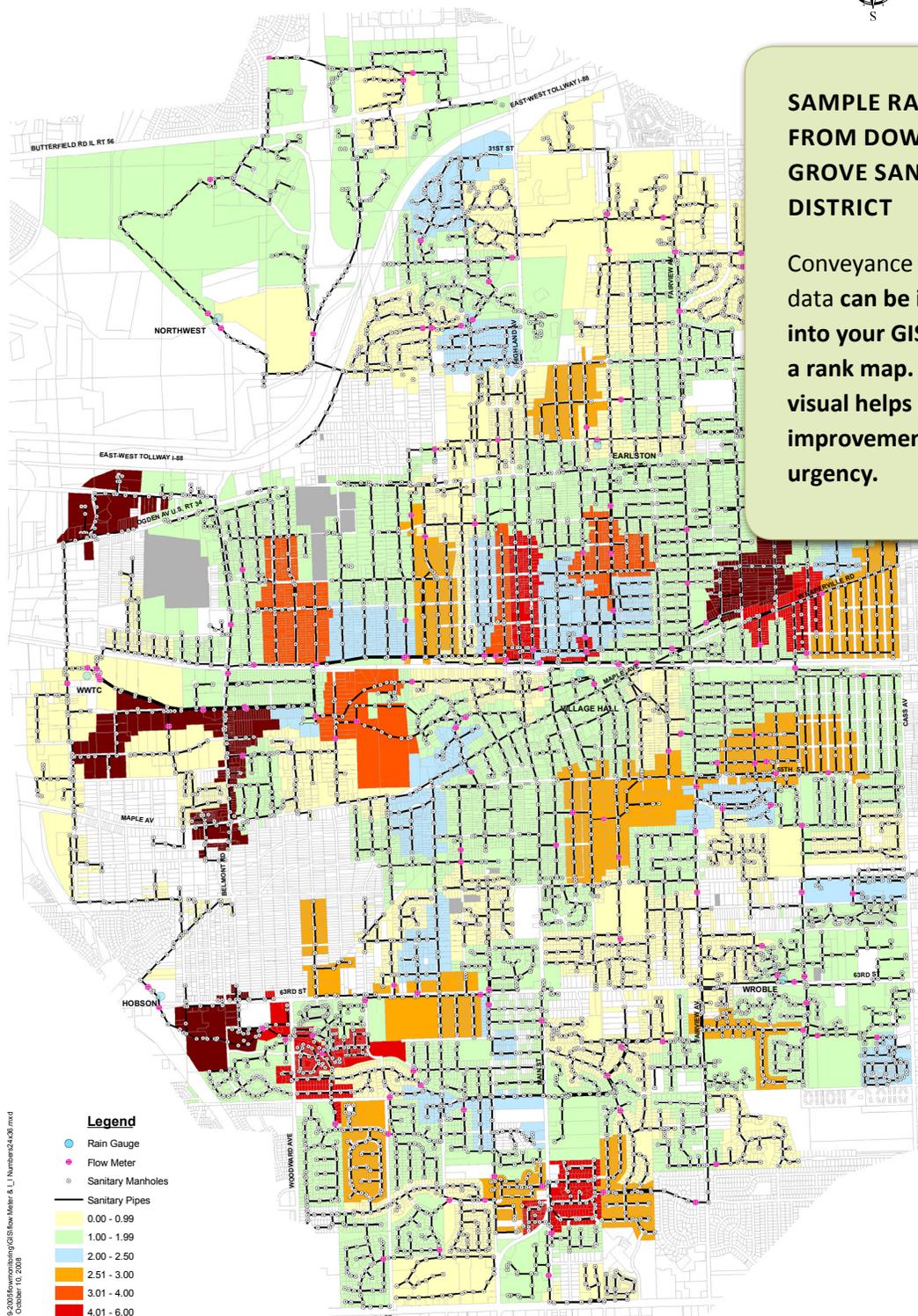
4,000

Properties

Canvassed over 4,000 private
properties.

Downers Grove
Sanitary District

DOWNERS GROVE SANITARY DISTRICT
FLOW MONITORING PROGRAM
FLOW BASIN I/I NUMBERS



SAMPLE RANK MAP FROM DOWNERS GROVE SANITARY DISTRICT

Conveyance system data can be integrated into your GIS to create a rank map. This visual helps prioritize improvements by urgency.

Legend

- Rain Gauge
- Flow Meter
- Sanitary Manholes
- Sanitary Pipes
- 0.00 - 0.99
- 1.00 - 1.99
- 2.00 - 2.50
- 2.51 - 3.00
- 3.01 - 4.00
- 4.01 - 6.00
- 6.01 - 50.00
- No Sewer

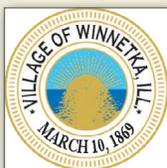
I:\GSD\1600739_2008FlowMonitoring\GIS\FlowMeter & I/I Numbers24x36.mxd
Printed by: CAK, October 10, 2009



PROVEN RESULTS IN I/I REDUCTION

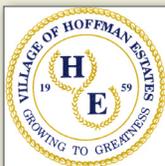
Infiltration and inflow is not a new problem to the Chicago region. Many engineers in the area can demonstrate “experience” with I/I investigation projects. That being said, the Village should look deeper than just project experience. In addition to “experience,” the Village should seek proof of actual reductions in I/I, sanitary sewer overflows (SSOs), or basement backups.

Baxter & Woodman has that proof! Here some of the recent success stories:



Winnetka

Baxter & Woodman was able to identify nearly 2,500 gpm of I/I during a recent sanitary sewer evaluation study completed for the Village. The majority of the I/I was inflow from illegally connected storm sewer inlets.



Hoffman Estates

Baxter & Woodman developed and executed an I/I removal plan which reduced the number of basement backups from 29 (in 2011) to zero (2002 and present)!



Downers Grove Sanitary District

Baxter & Woodman helped the Sanitary District remove over 50% of I/I between 1998 and 2010. Also, we helped to get over \$8.8M in IEPA low interest loans (with 25% loan forgiveness) for an array of sewer rehabilitation projects.



Oak Forest

Baxter & Woodman helped them find approximately 1,200 gallons per minute of inflow during our 2012-2013 SSES project within the 152nd Street Trunk Sewer Basin. During the next phase of this project, we anticipate another 1,300 gallons per minute will be found. The hydraulic model shows that once all work is completed, the two sanitary sewers within the Village will not overflow during a 100-year event!



Glenview

Between 2010 and 2013, Baxter & Woodman found over 2,000 gallons per minute (gpm) of I/I. We are currently working with the Village to disconnect illicit connections and rehabilitate the public sewer system.



Park Forest

Since 2006, Baxter & Woodman has helped the Village remove over 3 MG of I/I using a phased program.

Creating Local Relationships with Your Residents!

Our recent Oak Forest SSES project included over 200 days in the field. We received more positive comments than ever before on any public project.

QUALITY FLOW MONITORING SERVICES AND DATA MANAGEMENT

The Village is taking the proper steps for completing a comprehensive program by collecting flow data to identify areas to concentrate I/I reduction efforts. Our approach for implementing your plan includes collecting data from select manholes in the sewer system. Currently, we will install eight flow meters throughout the Village, which should be enough to successfully completed your flow monitoring study.

Baxter & Woodman owners and calibrates our own meters and rain gauges which will be made available for the Village’s Sanitary Flow Monitoring Study.



Flow meters will be installed for a two month period. Baxter & Woodman recommends planning on a minimum of two months. If the collected data is not adequate, we can leave the meters in service for additional weeks. The data will be analyzed to determine the dry weather and wet weather flow rates. The areas with high I/I can then be targeted for further evaluation and ultimately, rehabilitation.

Baxter & Woodman owns 36 Hach/Sigma 910 Area Velocity flow meters. Owning our own meters ensures that the meters will be available when needed for this project, and provides direct control over the maintenance and operation for quality control. We have constructed an in-house testing/calibration flow bench which is used to test and calibrate each meter before they are released for field use.

Our two-person crews are certified in confined space entry (CSE), so the Village can be sure that proper safety precautions are taken during installs and removals.

Hydraulic Model

Baxter & Woodman proposes to create a model of the Village’s sewer system along Riverwood Drive as a future phase of this project. The XP-SWMM model software was specifically developed for wet weather studies and allows the modeler to analyze dry weather flow inputs, wet weather flow inputs, pipe configuration, and system constraints.

Our experience in sewer modeling has provided benefits to numerous clients including Oak Forest, Downers Grove Sanitary District, and Wheaton Sanitary District.

The model will provide the Village with the ability to identify sewers that have reserve capacity and bottlenecks in the system, and it will also demonstrate where I/I removal will improve sewer system performance.



Sewer system modeling will help the City identify surcharging locations and the volume/rate of I&I that needs to be removed to prevent overflows. In Oak Forest, our team was able to set an I&I removal goal of 2,000 gpm (during a 3 year, 2 hour storm) in order to reduce the occurrences of a high priority overflow.

Scope Discussion

The Village provided a detailed scope of services for the project. Baxter & Woodman agrees with the identified scope of work and has provided two considerations for your review:

- 1. Accuracy of Data** - Baxter & Woodman requests the Village to clean upstream and downstream sections of Baxter & Woodman's selected metering manholes prior to installation in order to obtain accurate data. With this commitment from the Village, we are confident the data obtained will be within the 95% accuracy of flow representation.
- 2. Final Report** - The flow monitoring study will not solve the Village's I/I problem, but it will provide a detailed guide for future prioritized analysis and rehabilitation. The report will include five sections including: Project Description, Approach/Methodology, Data Analysis, Recommendation, and Conclusions. We will also include a Detailed Action Plan to help the Village plan and budget for upcoming SSES and rehabilitation activities.

PROJECT SCHEDULE

Baxter & Woodman has the staff, experience, and resources to conduct the Village's flow monitoring study with a 10 week monitoring period and a completion date of June 15, 2015.

Task	Date Complete
Notice to Proceed	March 9, 2015
Select Meter Locations	March 16, 2015
Install Meters	March 20, 2015
Remove Meters	May 15, 2015
Submit Draft Report to Village	June 1, 2015
Submit Final Report to Village	June 15, 2015

PROJECT EXPERIENCE & REFERENCES

Below is a partial listing of clients we have assisted with similar services related to sanitary sewer investigations, system rehabilitation, and I&I reduction. The services provided to several of these communities are described on the following pages.

COMMUNITY	Client Since	Years of Service	SSES/Flood Testing	Sanitary Sewer Analysis/Planning/Design/Construction	Drainage Analysis/Planning/Design/Construction	Resident Communication/Private Property Canvassing	XPSWM Modeling	GIS	Permitting and/or Agency Coordination
City of Country Club Hills	1984	30	X	X	X			X	X
City of Crystal Lake	1962	52		X	X			X	X
City of Elgin	1961	53		X				X	X
City of Hammond, IN	1999	15		X	X				X
City of Lockport	2006	8			X		X	X	X
City of Mount Prospect	2001	13	X	X	X			X	X
City of Oak Forest	1988	26	X	X	X	X	X	X	X
City of Wood Dale	2006	8		X	X		X	X	X
City of Woodstock	1967	47			X	X		X	X
Downers Grove Sanitary District	1961	53	X	X		X	X	X	X
Fox River Water Reclamation District	1990	24		X					X
Sunnyland Sanitary District	2011	3	X	X		X			
Thorn Creek Basin Sanitary District	1965	49	X	X		X	X	X	X
Village of Algonquin	1984	30	X						X
Village of Barrington	1970	44	X	X	X				X
Village of Fox Lake	1960	54	X						X
Village of Glenview	2002	12	X	X		X	X		X
Village of Hoffman Estates	1979	35	X	X	X	X		X	X
Village of Itasca	1979	35	X	X	X	X		X	X
Village of Kenilworth	2010	4		X	X	X	X		X
Village of Lakewood	1961	53		X	X			X	X
Village of LaGrange	2008	6	X	X	X				X
Village of New Lenox	1988	26	X	X	X				X
Village of Olympia Fields	1982	32	X	X	X	X			X
Village of Park Forest	1968	46	X	X		X			X
Village of Plainfield	1987	27	X	X	X	X		X	X
Village of Shorewood, WI	2008	6	X	X	X		X		X
Village of South Elgin	1963	51			X			X	X
Village of Western Springs	1977	37	X	X	X		X		X
Village of Winnetka	2012	2			X	X	X		X
Wheaton Sanitary District	1960	54	X	X			X		X

VILLAGE OF HOFFMAN ESTATES, ILLINOIS
Flow Monitoring, Inflow/Infiltration Study, & Sewer Rehabilitation

The Village of Hoffman Estates had been plagued by continued sewer surcharging during wet weather periods. The Village wanted to identify major sources of I&I and then conduct rehabilitation.

Baxter & Woodman’s approach divided the study area into six large basins. Each basin was then divided into 22 smaller sub-basins. We then conducted flow monitoring followed by dyed-water testing (where warranted) to identify sources of I&I and identify the scope of sanitary sewer rehabilitation needed to address operational issues (surcharging, basement backups).

During flow monitoring, inline flow meters were installed at the downstream end of each sub-basin to continuously monitor flow. After a flow monitoring period of 2 months, the data was analyzed to identify the sub-basins that received significant amounts of I&I. Dyed water testing was then performed in the identified sub-basins to pinpoint specific sources of I&I.

Approximately 824 manholes were inspected and smoke tested. Approximately 500 exterior building inspections were conducted.

A report of the findings was prepared and presented to the Village, along with recommendations for improvements to rehabilitate the defects located during the evaluation, their associated cost estimates, and prioritization of improvements.

HIGHLIGHTS

Eliminated basement backups!

The Village experienced a drastic difference in basement backups before and after rehabilitations; from 29 backups to 0.

Reduced Flow!

Sub-basin HE-01B flow rates:

- Pre-rehab: 2.1 gpd/ft
- Post-rehab: 12.2 gpd/ft

Sub-basin HE-03A flow rates:

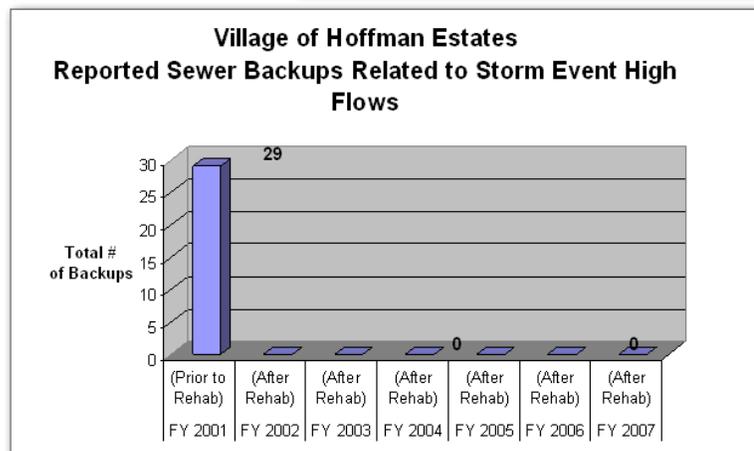
- Pre-rehab: 30.3 gpd/ft
- Post-rehab: 18.1 gpd/ft

Award Winner!

This project earned an American Public Works Association Project of the Year Award in the Environmental Category.

Reference:

Haileng Xiao, Water and Sewer Superintendent
 847-781-2703
 haileng.xiao@hoffmanestates.org



Since the improvement project, basement backups in the Village were eliminated.

VILLAGE OF GLENVIEW, ILLINOIS

Sanitary Sewer Evaluation Study

Baxter & Woodman determined remediation strategies for reducing excess infiltration and inflow (I&I). The investigation included inspection of 272 manholes, smoke testing of approximately 75,000 feet of sanitary sewer, dyed-water testing of the storm sewer system, door-to-door canvassing (sump pump inspections) of approximately 12,000 homes and review of closed circuit television (CCTV) sewer inspections. A total of 68 storm-to-sanitary connections were found during the field investigation. In addition, 19 foundation drains were found to be connected to the sanitary system.

A technical report was prepared summarizing the findings, identified I&I sources and their estimated I&I contribution, presented recommendations for rehabilitation, and provided cost estimates for the rehabilitation work.

Colfax Avenue Sanitary Sewer Study

The Village of Glenview was seeking to eliminate sanitary sewer overflows and alleviate basement backups in the study area. The study area included the Park Manor neighborhood, which is bounded roughly by Shermer Road on the west, Golf Road on the south, Harlem Avenue on the east and Harrison Street on the north.

A key component of the project was monitoring flows in the sanitary sewer and overflow pipes in eight locations. This was done to determine the sanitary sewer system capacity and amount of I&I that must be removed to safely eliminate the by-passes to the storm sewer system.

A XP-SWMM model was prepared in order to perform a cost effective analysis which compared the costs for I&I identification and removal to temporary off-line storage. The flow data was extrapolated for the 3-year, 5-year, 10-year, and 100-year frequency events so that the Village could consider the costs vs. the level of protection.

HIGHLIGHTS

Sanitary Sewer Evaluation Study included:

- Manhole Inspections
- Smoke Testing
- Dyed-Water Testing
- Canvassing
- CCTV Inspection Review

Colfax Avenue Sanitary Sewer Study included:

- Preparation of XP-SWMM Model

Reference:

Don Owen, Depty Village Manager
847-998-9500
dowen@glenview.il.us



XP-SWMM model of flow monitoring locations.

VILLAGE OF MOUNT PROSPECT, ILLINOIS

Basin 37 Sanitary Sewer System Investigation

The Village of Mount Prospect has historically received sanitary sewer back-up complaints and experienced operational problems in the Briarwood Subdivision and the commercial area to the north. Baxter & Woodman provided assistance to investigate and determine the causes of the problems, and to make recommendations to alleviate the sewer surcharging conditions.

Investigative tasks included:

- Sanitary sewer capacity analysis
- Internal sewer television inspection review
- Flow monitoring data analysis (5 locations)
- Building-to-building canvassing (259 buildings)
- Smoke testing

A combination of excessive I&I, grease build-up, and sewer defects that reduced capacity were identified as the primary causes of the surcharging and basement backups. Recommended improvements included a phased approach for sanitary sewer replacement and lining. Preventive measures for residents and businesses were suggested, such as eliminating improper connections from sump pumps and downspouts to the sanitary sewer system and addressing improper grease disposal.



Review of televised sewer tapes showed cracked pipes and grease build-up.

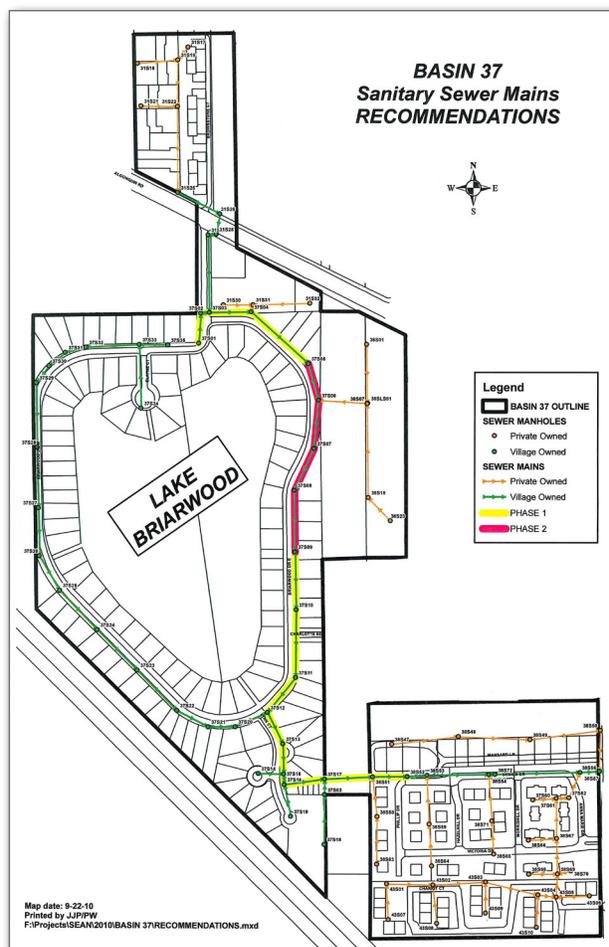
HIGHLIGHTS

Services included:

- Flow Monitoring
- Sewer Capacity Evaluation
- CCTV Inspection Review
- Canvassing
- Smoke Testing

Reference:

Sean Dorsey, Director of Public Works
847-870-5640
sdorsey@mountprospect.org



Improvement recommendations included two phases for sewer replacement and lining.

DOWNERS GROVE SANITARY DISTRICT, ILLINOIS

I&I Removal and Sewer System Rehabilitation Project

Baxter & Woodman and the District identified I-H-9 as a target flow basin for rehabilitation work under the District's I&I Removal and Sewer System Rehabilitation Policy. Rehabilitation of the I-H-9 flow basin consists of sewer main and service lining and air testing, manhole grouting or replacement and vacuum testing, building service cleanout installation, and removal of I&I sources within the buildings. Flow data indicated that the peak flow during the ten year event was approximately 1,200 gpm; the average dry weather flow is 50 gpm.

All of the sewer mains had been lined with cured-in-place pipe, 143 of the services had been lined or replaced, six manholes had been grouted, and seven manholes had been replaced. To evaluate the effectiveness of the sewer lining on I&I, an analysis was performed using flow meter data. This data demonstrated that I&I has been reduced by approximately 30 percent by sewer main lining. Also, only one manhole overflow has occurred since the main sewer lining was completed in 2004, whereas several manholes in this basin overflowed once per year previously.

The I-H-9 flow basin will continue to be monitored as the rehabilitation of the remaining building services and manholes is completed. Based on the preliminary results, it is anticipated that I&I flow will continue to decrease and manhole overflows will be eliminated as additional services are lined.

HIGHLIGHTS

I&I Reduced 65%

As of 2013, I&I in Basin I-H-9 has been reduced 65% as a result of this rehabilitation program.

Award Winner!

This project earned an American Public Works Association Project of the Year Award in 2014.

Reference:

Nick Menninga, General
Manager
630-353-3605
nmenninga@dgsd.org



Foundation Flood Testing Equipment

CITY OF CRYSTAL LAKE, ILLINOIS

Area Specific Sanitary Sewer System Evaluation Study

The City of City of Crystal Lake experienced numerous basement backups during a severe storm event in June, 2013. As a result Baxter & Woodman was commissioned to conduct a Sanitary Sewer System Evaluation Study (SSES) that included manhole inspections, smoke testing, public sewer dyed-water testing, canvassing and private sump pump dyed-water testing.

The field investigations identified approximately 800 gpm of I&I that can be cost-effectively removed. The majority of the I&I was found to be on private property (700 gpm) in the form of connected storm inlets, sump pumps and foundation drain connections.

HIGHLIGHTS

Services included:

- Manhole Inspections and GPS of 160 Manholes
- Canvassing of 250 Homes
- Smoke Testing 40,000 feet
- Flood Testing at 20 Locations
- CCTV Completed by City Crews

Reference:

Victor Ramirez, Public Works Director
815-356-3611
vramizes@crystallake.org

Smoke testing was conducted on more than 40,000 feet of sanitary sewers.



KEY PERSONNEL

The success of this project depends on our ability to collaborate with your staff and address your project goals. The Village will be served by a strong team who has completed several flow monitoring studies for communities in northern Illinois.



SEAN O'DELL, PE
Project Manager

- 13 years of experience.
- Sean's responsibility is to regularly communicate the project's progress with the Village and ensure your project goals are being met.



ERIC MURAUSKAS, PE
Lead Technical Engineer

- 26 years of experience.
- As the lead technical engineer, Eric will be in the field conducting weekly site visits to collect and record flow data and ensure the flow monitoring equipment is operating properly.

SUPPORT STAFF
Support Staff is available as needed.

GIS • SCADA/IT Consultants • Survey • Stormwater Engineers

PROJECT TEAM QUALIFICATIONS

Detailed resumes for the following key staff can be found in *Appendix A* of this submittal.

Sean E. O'Dell, PE - Project Manager

- Sean recently assisted the Village complete water main improvements on Riverwoods Road/Fox Trail and Westwood Lane/Middlebury Lane/Bedord Court.
- Presented at the American Public Works Association, Southwest Branch Seminar, on Inflow and Infiltration Removal - Public and Private Property in 2012.
- Manager of Baxter & Woodman's Infrastructure Department and a member of the firm's Trenchless Technology Committee.
- Completed the CIPP Inspector Training and Certification Program from NASSCO, Inc.

Project Manager for recent Sanitary Sewer Evaluation Study in Oak Forest that identified 50 sump pump connections totaling over 2,000 gpm of I&I!

Completed flow monitoring studies for:

- Park Forest
- Plainfield
- Downers Grove Sanitary District
- Romeoville
- Oak Forest
- Thorn Creek Basin Sanitary District

Eric J. Murauskas, PE - Lead Technical Engineer

- Eric is well versed in sanitary sewer flow monitoring, sanitary evaluation studies, and sanitary sewer rehabilitation.
- Eric is knowledgeable in the application of various computer programs used for design and evaluation purposes including XP-SWMM, which is used to determine the capabilities of an existing storm water drainage system to handle current and future needs, and to evaluate alternative improvements to correct deficiencies.
- Eric has managed over 100 flow monitoring and sanitary sewer evaluation studies.
- Completed the CIPP Inspector Training and Certification Program, Manhole Assessment Certification Program, and Lateral Assessment Certification Program from NASSCO, Inc.

Project Engineer for recent Sanitary Sewer Evaluation Study in Glenview that identified over 2,000 gpm of I&I! Eric has installed more than 400 flow meters over the past 25 years.

Completed flow monitoring studies for:

- Grayslake
- Hoffman Estates
- Lake Villa
- Mount Prospect
- Park Forest
- Country Club Hills
- Fox Lake
- Woodstock

FIRM OVERVIEW

Baxter & Woodman is a forward-thinking civil engineering firm dedicated to combine the best practices with emerging technologies by providing sustainable, innovative solutions. Our firm is based on our key strengths:



Upholding Our Founders' Goals

Baxter & Woodman was founded in 1946 by two World War II veterans, Richard Baxter and Lorrin Woodman. Their goal was to provide engineering services to municipalities, county governments, and sanitary districts. Today, we continue to provide planning, design, construction, and operation/maintenance services for a variety of municipal projects, including water, wastewater, transportation, stormwater, GIS, technology, and general public works.



Multidisciplined Staff

The Baxter & Woodman staff of 180 professionals includes sanitary, water, civil, transportation, mechanical, structural, electrical, and environmental engineers, wetland specialists, water and wastewater operators, GIS specialists, control system integrators, and IT consultants. Engineering personnel are supported by trained technicians, surveyors, CAD operators, construction managers and inspectors, and administrative assistants.



Employee Owned & Operated

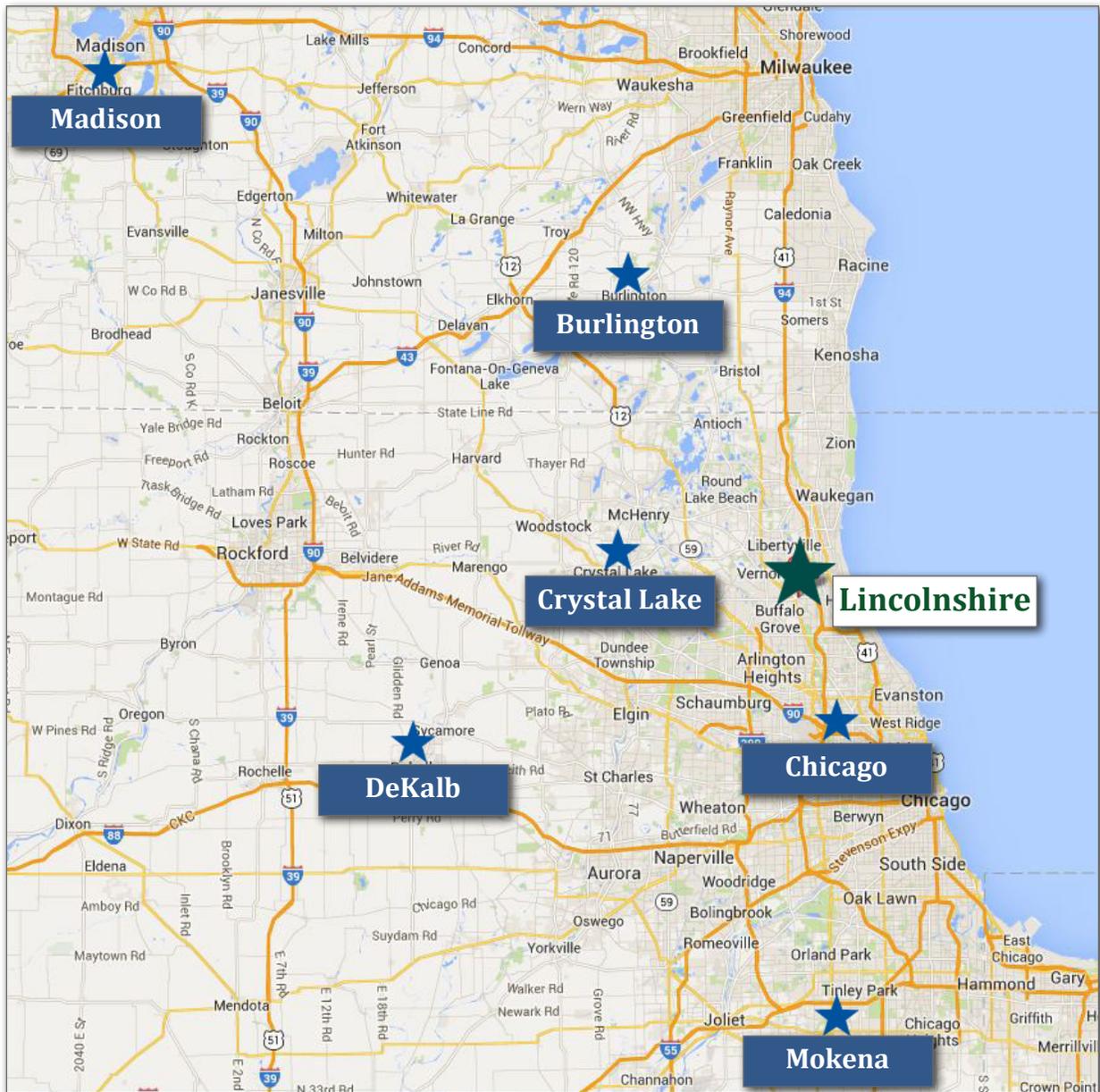
You receive a team invested in your project's success. Baxter & Woodman is a privately held, employee-owned corporation. The company's success and integrity are determined by our employee shareholders. This corporate structure benefits our clientele because the project team assigned to each client has a direct vested interest in the success of each project. The corporation currently has 85 employee shareholders. All shareholders are active full-time employees.



Convenient Office Locations

As a result of hard work, commitment, and ever expanding engineering capabilities, Baxter & Woodman has grown to a full service firm with six offices conveniently located to provide responsive service and comprehensive project support.

Five of Baxter & Woodman's six offices are located well within a two-hour drive of the Village of Lincolnshire.





Sewer Collection Systems Experience

Baxter & Woodman’s capabilities and experience cover all phases of wastewater collection and treatment. We assist clients with planning, modeling, design, and construction observation services of sanitary and storm sewer system facilities. We are familiar with the applicable standards governing Sewer System Evaluation Study (SSES) field investigations and data analyses.

SANITARY SEWERS

- Sewer System Modeling and Master Plans
- Infiltration/Inflow Analyses
- Sewer System Evaluation Surveys
- Comprehensive Flow Monitoring Programs
- Sanitary Sewer Extensions
- Sanitary Sewer Rehabilitation Programs
- Private Property Rehabilitation & Cost Sharing Programs
- Wastewater Pumping Stations
- Interceptor Sewer Design & Construction
- Sewage Force Mains
- Combined Sewer Separation
- Capacity Management Operation and Maintenance (CMOM)

STORMWATER MANAGEMENT

- Storm Sewer Analysis and Design
- Stormwater Master Plans
- Stormwater Pumping Stations
- Drainage Studies
- Hydrologic And Hydraulic Modeling
- Bridge And Culvert Design
- Watershed Planning
- Stormwater Utilities
- Best Management Practices
- Regulation Assistance



Baxter & Woodman staff have completed training courses from the National Association of Sewer Service Companies (NASSCO): Pipeline Assessment and Certification Program (PACP); Manhole Assessment Certification Program (MACP); Lateral Assessment Certification Program (LACP); and Cured in Place Pipe Inspector Training Program.



FEE SCHEDULE

Our engineering fee for the stated scope of services will not exceed \$30,420. This is based upon the number of expected man hours to complete the project and includes reimbursement for out-of-pocket expenses such as travel. A fee schedule is provided below.

		PM	PE	PE				PM	MILES/			
		Sewer	Sewer	Sewer	CADD	SURV.	SECT.	CONST.	UNITS	TOTAL	HOURS	TOTAL HOURS
Project Milestone	Task	\$ 140	\$ 100	\$ 75	\$ 110	\$ -	\$ 65	\$ -	0.58	HOURS	FEE	COST
Flow Monitoring Program	Project Management	8								8	\$1,120	
8 meters for 10 weeks	Project Meetings	7							130	7	\$980	
	In House Meter Preparation and Maintenance	10		10						20	\$2,150	
	Meter Installation	12		12					65	24	\$2,580	
	Site Selection	8								8	\$1,120	
	Weekly Field Uploads (10 hrs. x 9 days)	10	80	21					585	111	\$10,975	
	Meter Removal and Cleanup	4	8	12					65	24	\$2,260	
	Flow Metering Data Analysis	10		14						24	\$2,450	
Report	Report	25		25	6		4			60	\$6,295	
TOTAL HOURS COST												\$29,930
Subtotal-Hours		94	88	94	6	0	4	0		286		
Subtotal - Hourly Costs		\$13,160	\$8,800	\$7,050	\$660	\$0	\$260	\$0		\$29,930	Labor Subtotal	\$29,930
Expenses - Mileage									845			\$490
Expenses - Laptop Computer												\$0
Expenses - Confined Space Equip.												\$0
Expenses - Flow Meters												\$0
Expenses - Misc.												\$0
Total Budget Fee (Design + Expenses + Consultant costs)											TOTAL	\$30,420

APPENDIX A

Education

B.S. Civil Engineering,
Bradley University, 2002

Joined Firm in 2002

Years of Experience: 12

Registrations

Licensed Professional Engineer:
Illinois

Associations

2013 President, APWA
Southwest Branch of Chicago
Metro Chapter

2014 Treasurer-Elect of Chicago
APWA Metro Chapter

2014 Young Leader Award,
APWA Chicago Metro Chapter

Illinois Public Service Institute
Advisory Committee Member &
2013 Graduate

Illinois Section of AWWA
(YP Committee)

IWEA, WEF

Papers/Presentations

Inflow and Infiltration Removal – Public and Private Property:

- APWA, Southwest Branch
Seminar, April 2012 (New
Lenox, IL)

Illinois Public Service Institute, Lessons Learned:

- APWA, Southwest Branch
Meeting, November 2012
(Joliet, IL)

Sean's focus and expertise is in the planning, design, and rehabilitation of water and wastewater infrastructure. He works closely with municipalities and sanitary districts on planning infrastructure to serve growth and redevelopment areas.

Sean is the firm's Infrastructure Department Manager and is also a member of our Trenchless Technology Committee, which meets regularly to discuss and evaluate the industry's newest trenchless construction methods and materials. He is certified in evaluating sewer structural conditions through the PACP (Pipeline Assessment and Certification Program).

Sean is one semester away from receiving his Masters of Science in Environmental Engineering from the Illinois Institute of Technology (IIT) in Chicago. His thesis is the Economic Impacts of Anaerobic Digester Foaming.

Representative Projects

City of Oak Forest, Illinois

152nd Street Trunk Sewer Basin SSES

Project Manager of a sanitary sewer field inspection and evaluation survey of prioritized locations within the 140,000 feet of sewer in the 152nd Street Trunk Sewer Basin. The following is an approximate breakdown of the proposed evaluations:

- One flow meter for one month before and after rehabilitation
- 600 manhole inspections
- 100,000 feet of sewers to be smoke tested
- 40 locations to be dye-water tested
- Private Property Canvassing of 1,000 properties

The project also includes design services associated with approximately \$1,450,000 (budgeted CIP) of sewer system improvements, required to reduce inflow/infiltration (I/I). The sewer rehabilitation will consist of minor hydraulic improvements, mainline grouting, cured-in-place pipelining, spot liners, open cut point repairs, grinding of protruding laterals, and removal of storm interconnections. The manhole rehabilitation will include chimney seals, frames, lids, adjusting rings, steps, grouting, and lining.

B&W located over 1,500 gpm of public and private I/I. The City is currently working towards disconnecting all clear water sources.

Downers Grove Sanitary District Sanitary Flow Monitoring

Field Engineer for various flow monitoring projects, including installing, calibrating, maintaining, and reviewing data for multiple manhole locations.

Village of Park Forest, Illinois Sanitary System Evaluation

Project Engineer in charge of assisting with sanitary system testing and evaluation including smoke testing, flow monitoring, and sewer rehabilitation program.

Project Awards

Village of Plainfield, IL – Lake Michigan Water Conversion

- APWA, Southwest Branch Awards, January 2008 (Joliet, IL)

Village of Oak Park, IL – East Avenue and I-290 Water Main Slip-Lining

- APWA, Suburban Branch, 2011, Project of the Year Award, Environmental \$0-\$5Million Category
- APWA, Chicago Metro Chapter, 2011, Project of Year Award,
- Disaster or Emergency Repair
- ACEC Illinois, 2011, Engineering Excellence, Honor Award

Village of Skokie, Illinois

2009-2010 Sewer System Rehabilitation

Project Manager for the Village's 2009 & 2010 Sanitary Sewer Rehabilitation project located on Monticello Avenue, Lowell Avenue, Trumbull Avenue, Bennett Avenue, and East Prairie Road. This project included design and construction services for 840 feet of open cut sewer replacement for 12-inch and 18-inch pipe, 1,550 feet of cured-in-place pipe rehabilitation of sewers ranging from 18 to 27 inches, and manhole rehabilitation. Reviewed the televising logs of the sanitary sewers and made recommendations regarding the type of rehabilitation required. Performed the manhole inspections and made recommendations on the rehabilitation required in the manholes. Obtained the required permits from the MWRD and IEPA.

Downers Grove Sanitary District

Gilbert Avenue Trunk Sewer Rehabilitation

Project Manager for the installation of approximately 780 lineal feet of 18-inch PVC, approximately 400 lineal feet of CIPP, 5 sanitary manholes, complete surface restoration, and other miscellaneous items of work. Coordination was necessary with DuPage County Forest Preserve District and IDNR.

Sewer Replacement Projects

Design Engineer for various sewer replacements projects, including open cut installation, pipe bursting, and directional drilling of pressure-rated PVC pipe.

Cornell Avenue Sewer Extension

This project consisted of the design of approximately 600 lineal feet of 8-inch sanitary sewer to serve a previously unsewered residential area. The project also required coordination with the Village of Downers Grove to install a water main to provide water service to the area.

Oxford Street Sewer Extension

This project consisted of the design of approximately 1,000 lineal feet of 8-inch sanitary sewer to serve a previously unsewered residential area. The project also required coordination with the Village of Downers Grove and Downers Grove Township for pavement restoration.

2006 Sewer Replacements

This project consisted of the design of approximately 2,000 lineal feet of 8-inch sanitary sewer on Oakwood Avenue and Prince Avenue to replace existing vitrified clay sewer that were crushed and caused sewer blockages due to grease accumulation. The project also included coordinating with the Village of Downers Grove and IDOT for the new sewer replacement and the School District to obtain easements.

Maple Avenue & Lee Avenue Sanitary Sewer Extension

Project Manager for a sanitary sewer extension on Lee and Maple Avenues. The project consisted of installing approximately 1,217 lineal feet of 8-inch sanitary sewer and approximately 16 6-inch service stubs to the property line.

Village of Beecher, Illinois

Trim Creek Sanitary Relief Sewer Improvements

Project Engineer for relief sewer improvements to help the Village accommodate future growth to the north without affecting homeowners downstream. The

project included 2,100 feet of 21-inch sanitary sewer installed by open cut and jacking in steel casings. The project included coordination with adjacent property owners, the Army Corps, and the local draining district. This \$300,000 project originated in the Master Plan created by Baxter and Woodman.

City of Oak Forest, Illinois
Forest View Drive Sanitary Trunk Sewer

Project Engineer for trunk sewer replacement as described in the Forest View Flow Monitoring Study. The sewer replacement was needed due to major I/I and future properties developing upstream. The project included approximately 2,275 lineal feet of 15-inch sanitary sewer along a residential roadway. The project included a great deal of restoration to satisfy the adjacent property owners. The project cost was approximately \$520,000.

Village of Plainfield, Illinois
2009 ARRA Sanitary Sewer Rehabilitation Design

Project Engineer for the rehabilitation of approximately 10,700-lineal feet of sanitary sewers ranging from 8-inch to 30-inch in diameter by lining with cured-in-place-pipe (CIPP) and other miscellaneous items of work.

143rd Street Trunk Sewer

Project Engineer for the design of approximately 5,340 lineal feet of 30-inch trunk sewer along 143rd Street and U.S. Route 30. Provided assistance to the Village in obtaining easements from five property owners. Easement acquisition assistance included negotiation with property owners and working with Ruettiger, Tonelli and Associates to prepare easement documents. The project also included obtaining permits from Will County Highway Department and the Illinois Department of Transportation. A combination of open cut and jacking sewer installation techniques were used to install the sewer under the highways

127th Street Sanitary Trunk Sewer Improvements

Project Engineer for trunk sewer improvements completed in conjunction with a water transmission main project. The project included open cut installation and jacking in a steel casing under Illinois Route 59. The 18-inch trunk sewer was approximately 1,050 feet in length for a construction cost of \$220,000.

Van Dyke Road Interceptor Sewer, Phase 2

Project Engineer for approximately 800 lineal feet of 48-inch and 1,200 lineal feet of 36-inch sanitary sewer to serve the southern portion of the Village's Facilities Planning Area. The sewer has a design capacity of 18 mgd and was sized to allow the existing treatment plant to be abandoned and diverted to a new plant in the future. This project included obtaining permits from IDOT for installing the sewer in a jacked casing across Illinois Route 126.

Lockport Street Trunk Sewer

Project Engineer of design services for approximately 3,300 lineal feet of 30-inch sanitary trunk sewer which was in the master plan Baxter & Woodman created to help serve the western portion of the Village's Facilities Planning Area. This project was adjacent to a county highway, Lockport Street and included open cut installation and jacking in a steel casing under a protected archeological site. It included obtaining permits from IDOT and the Illinois Historical Preservation Agency to cross a historically significant site.

Education

B.S. Civil Engineering, Iowa State University, 1989

Joined Firm in 1989

Years of Experience: 25

Continuing Education

Annual courses conducted by Marsh-McBirney that include instruction ranging from site selection and flow meter installation to analysis of flow data

Training courses in the use of Visual-Modflow, a software package for modeling groundwater movement

Training courses for well design and rehabilitation

Training courses for the use of WaterCAD, a software package for modeling water distribution systems

Registrations

Licensed Professional Engineer: Illinois

Certifications

Manhole Assessment Certification Program, NASSCO, Inc.

Lateral Assessment Certification Program, NASSCO, Inc.

Pipeline Assessment Certification Program NASSCO, Inc.

Associations

Eric is well versed in many areas including sanitary sewer evaluation studies, sanitary sewer flow monitoring, sanitary sewer rehabilitation, stormwater drainage studies, sewer system design, and municipal services.

Eric recently completed the CIPP Inspector Training and Certification Program from NASSCO, Inc. NASSCO's Inspector Training and Certification Program (ITCP) is a new standard national training and certification program that provides field construction professionals with comprehensive learning and tools to understand and inspect trenchless pipeline renewal technology.

Representative Projects

Barrington, Illinois

Sanitary Sewer Evaluation Study – Subareas 1 and 2

Project Manager for inspection of 500 manholes, smoke testing of approximately 125,000 feet of sanitary sewer, dyed-water testing of the storm sewer system, and review of closed circuit television (CCTV) sewer inspections. A technical report was prepared summarizing the findings, identified I/I sources and their estimated I/I contribution, presented our recommendations for rehabilitation, and provided a cost estimate for the rehabilitation work.

Sanitary Sewer Evaluation Study – Subareas 3

Project Manager for inspection of 355 manholes, smoke testing of approximately 89,000 feet of sanitary sewer, dyed-water testing of the storm sewer system, and review of closed circuit television (CCTV) sewer inspections. A technical report was prepared summarizing the findings, identified I/I sources and their estimated I/I contribution, presented our recommendations for rehabilitation, and provided a cost estimate for the rehabilitation work.

Sanitary Sewer Evaluation Study – Subareas 4 and 5

Project Manager for inspection of 392 manholes, smoke testing of approximately 98,000 feet of sanitary sewer, dyed-water testing of the storm sewer system, and review of closed circuit television (CCTV) sewer inspections. A technical report was prepared summarizing the findings, identified I/I sources and their estimated I/I contribution, presented our recommendations for rehabilitation, and provided a cost estimate for the rehabilitation work.

Carol Stream, Illinois

Sanitary Sewer Evaluation Study – Basin 13

Project Manager for inspection of 240 manholes, smoke testing of approximately 60,000 feet of sanitary sewer, dyed-water testing of the storm sewer system, and review of closed circuit television (CCTV) sewer inspections. A technical report was prepared summarizing the findings, identified I/I sources and their estimated I/I contribution, presented our recommendations for rehabilitation, and provided a cost estimate for the rehabilitation work.

Cary, IL

2011 Sanitary Sewer System Rehabilitation

Project Manager for internal sewer television inspection of approximately 16,000 feet of the Village's sanitary sewers. A condition assessment of the sewer pipes

American Public Works
Association

American Water Works
Association

National Groundwater
Association

Water Environment Federation

was made from review of the television inspection videos and a sanitary sewer rehabilitation program was developed. The rehabilitation program consisted of the design and construction engineering for the rehabilitation of the sanitary sewer system using cured-in-place pipe (CIPP). The construction included placement of approximately 11,000 feet of 8-inch diameter manhole-to-manhole sanitary sewer lining.

**Country Club Hills, Illinois
Wastewater Flow Monitoring**

Project Manager for the development and implementation of a flow monitoring program to measure flows in the Village's sanitary sewer system. The program included installation of 12 flow meters. The flow meter data was analyzed to calculate the dry weather and wet weather flow from each flow basin. This analysis identified areas of the areas of the sanitary sewer system that contributed the most infiltration and inflow (I/I), prioritized flow basins for further study to identify I/I sources, and recommended additional sanitary sewer evaluation study (SSES) procedures to complete in each flow basin.

**Crete, Illinois
2010 Wastewater Flow Monitoring**

Project Manager for flow monitoring program for the Village. The project consisted of the evaluation of suitable monitoring locations and installation of 13 flow meters for a 10-week period.

**Crystal Lake, Illinois
Area Specific Sanitary Sewer Evaluation Study**

Project Manager for inspection of 160 manholes, smoke testing of 32,000 feet of sanitary sewer, building-to-building canvassing of 260 homes to identify illegally connected storm sump pumps, and review of closed circuit television (CCTV) sewer inspections. A technical report was prepared summarizing the findings, identified I/I sources and their estimated I/I contribution, and presented our recommendations for rehabilitation.

**Geneva, Illinois
Sanitary Sewer Rehabilitation in Sub Area 3D - Design**

Project Engineer for infiltration/inflow analysis and sewer system evaluation study which identified numerous I/I sources and which resulted in a 5-phase sewer rehabilitation program. As a result of the study and rehabilitation work, numerous sources of I/I were eliminated and flow rates at the City's Wastewater Treatment Plant declined significantly. Methods employed for these investigations included smoke testing, manhole inspection, dyed water testing, review of closed circuit television (CCTV) sewer inspections, and a building-to-building canvassing to identify illegally connected storm sump pumps.

**Glenview, Illinois
SSES for Sanitary Sewer Rehabilitation (Four Areas)**

Project Manager for the Sanitary Sewer Evaluation Study (SSES) for the Village of Glenview in four separate areas. The purpose of the project was to prepare engineer's reports which summarize the results of investigative tasks performed by Village staff.

Colfax Avenue Sanitary Sewer Study

Project Manager for the investigation of eliminating four sanitary sewer overflow (SSO) locations for the Village of Glenview. The project consisted of topographic survey and wastewater flow monitoring at 8 locations to determine the extent and frequency of sanitary sewer overflows. The report identified a remediation strategy and presented alternate solutions for reducing I/I and capturing SSO flow, storage, and re-introduction into the sanitary sewer system.

East of Harms Road Sanitary Sewer Evaluation Study

Project Manager for inspection of 300 manholes, smoke testing of 82,000 feet of sanitary sewer, building-to-building canvassing of 1,215 homes to identify illegally connected storm sump pumps, and dyed-water testing in approximately 30 locations. A technical report was prepared summarizing the findings, identified I/I sources and their estimated I/I contribution, and presented recommendations.

Hoffman Estates, Illinois

Comprehensive Flow Monitoring and I/I Study

Project Engineer for the evaluation of the flow monitoring of 22 sub-basins and dyed-water testing of selected sub-basins in order to identify sources of infiltration and inflow and identifying the scope of sanitary sewer rehabilitation needed to address operational issues.

Phase III Sanitary Sewer Rehabilitation and I/I Study

Project Engineer for the sanitary sewer rehabilitation, manhole inspections, smoke testing, external building inspections, and flow meter data analysis.

2013 Critical Sewer Repairs

Project Manager for the design and construction engineering for the rehabilitation of the sanitary sewer system using cured-in-place pipe (CIPP). The construction included placement of approximately 710 feet of 18-inch and 330 feet of 36-inch diameter manhole-to-manhole sanitary sewer lining; and rehabilitation of five manholes to repair and protect the structures from hazardous chemicals corrosion.

Itasca, Illinois

Sanitary Sewer Evaluation Study

Project Manager for inspection of 545 manholes, smoke testing of approximately 136,000 feet of sanitary sewer, dyed-water testing of the storm sewer system, and review of closed circuit television (CCTV) sewer inspections. A technical report was prepared summarizing the findings, identified I/I sources and their estimated I/I contribution, presented our recommendations for rehabilitation, and provided a cost estimate for the rehabilitation work.

2009 Wastewater Flow Monitoring

Project Manager for the development and implementation of a flow monitoring program to measure flows in the Village's sanitary sewer system. The program included installation of 10 flow meters. The flow meter data was analyzed to calculate the dry weather and wet weather flow from each flow basin. This analysis identified areas of the areas of the sanitary sewer system that contributed the most infiltration and inflow (I/I), prioritized flow basins for further study to identify I/I sources, and recommended additional sanitary sewer evaluation study (SSES) procedures to complete in each flow basin.

Kirkland, IL

2012 Sanitary Sewer System Rehabilitation

Project Manager for internal sewer television inspection of approximately 8,500 feet of the Village's sanitary sewers. A condition assessment of the sewer pipes was made from review of the television inspection videos and a sanitary sewer rehabilitation program was developed. The rehabilitation program consisted of the design and construction engineering for the rehabilitation of the sanitary sewer system using cured-in-place pipe (CIPP). The construction included placement of approximately 4,700 feet of manhole-to-manhole sanitary sewer lining, ranging in size from 8-inch diameter to 10-inch diameter.

2013 Sanitary Sewer System Rehabilitation

Project Manager for internal sewer television inspection of approximately 15,000 feet of the Village's sanitary sewers. A condition assessment of the sewer pipes was made from review of the television inspection videos and a sanitary sewer rehabilitation program was developed. The rehabilitation program consisted of the design and construction engineering for the rehabilitation of the sanitary sewer system using cured-in-place pipe (CIPP). The construction will include placement of manhole-to-manhole sanitary sewer lining, ranging in size from 8-inch diameter to 12-inch diameter.

Mission Brook Sanitary District, Illinois

2003 and 2010 Sanitary Sewer System Televising

Project Manager for the review of closed circuit television (CCTV) sewer inspections of all (approximately 73,200 feet) of the District's sanitary sewer system. A condition assessment of the sewer pipes was performed and a prioritized schedule for rehabilitation was developed.

Sanitary Sewer System Rehabilitation

Project Manager for the rehabilitation of approximately 16,100 feet of sanitary sewer using cured-in-place pipe (CIPP), approximately 21 point repairs using CIPP, and 6 excavate and replace repairs. The rehabilitation work was based on our review of the completed internal pipe television inspections.

Citation Lake Building-to-Building Canvassing

Project Manager for building-to-building canvassing of 100 homes to identify illegally connected storm sump pumps. The sump pump discharge locations of approximately 50 homes could not be determined by visual inspection and were subsequently dye-tested to identify the discharge points. We worked with the homeowners found to have illegal connections to determine the most cost-effective solution for revising their plumbing to meet District ordinances.

Sanitary Sewer Flow Monitoring

Project Manager for the development and implementation of a multi-year flow monitoring program to measure flows in the District's sanitary sewer system. The program included installation of 5 flow meters. The flow meter data was analyzed to calculate the dry weather and wet weather flow from each flow basin. This analysis identified areas of the areas of the sanitary sewer system that contributed the most infiltration and inflow (I/I), prioritized flow basins for further study to identify I/I sources, and recommended additional sanitary sewer evaluation study (SSES) procedures to complete in each flow basin.

Mount Prospect, Illinois

Annual CIPP Lining Program Construction Inspection

Project Manager assisting the Village with construction observation for sewer system improvements since 2005. Improvements have included CIPP lining and Spot Relays that average an estimated \$1 million annual construction value.

Combined Sewer Evaluation Study and Mapping Project

Project Engineer for the comprehensive assessment of the Village's combined sewer system. The scope of the project included an inventory and mapping of all sewer mains, manholes, inlets, catch basins, and other structures in the combined sewer area. In total, over 260,000 linear feet of Village-owned combined sewers were televised and evaluated. Each sewer was given a condition score and a multi-year rehabilitation program was developed based on sewer ranking and the Village's annual financial capabilities.

Basin 37 Sanitary Sewer Investigation

Project Manager for inspection of 50 manholes, topographic survey, sanitary sewer capacity analysis, smoke testing of approximately 12,500 feet of sanitary sewer, review of closed circuit television (CCTV) sewer inspections, flow monitoring at five locations, and building-to-building canvassing of 259 homes and businesses. A technical report was prepared summarizing the findings, identified I/I sources and their estimated I/I contribution, presented our recommendations for rehabilitation, and provided a cost estimate for the rehabilitation work.

2013 Wastewater Flow Monitoring

Project Manager for a flow monitoring program for the Village. The project consisted of the evaluation of suitable monitoring locations and installation of 7 flow meters for a 6-week period to determine compliance with their Metropolitan Water Reclamation District limits.

Oak Forest, Illinois

Sanitary Sewer Flow Monitoring

Project Manager for the development and implementation of a flow monitoring program to measure flow in the City's entire sanitary sewer system. Flow meter data was analyzed to calculate the dry weather and wet weather flow from each of 25 flow basins. This analysis was used to identify areas of the sanitary sewer system that contributed the most infiltration and inflow (I/I), to prioritize flow basins for further study to identify I/I sources, and to recommend additional sanitary sewer evaluation study (SSES) procedures to complete in each flow basin.

2012 SSES - 152nd Street Trunk Sewer Basin

Project Manager for inspection of 600 manholes, smoke testing of 100,000 feet of sanitary sewer, building-to-building canvassing of 1,000 homes to identify illegally connected storm sump pumps, and dyed-water testing. A technical report was prepared summarizing the findings, identified I/I sources and their estimated I/I contribution, and presented our recommendations for rehabilitation.

Park Forest, Illinois

Sanitary Sewer Flow Monitoring

Project Manager for the development and implementation of a flow monitoring program to measure flow in the Village's Central sanitary sewer system. The Village's Central sanitary sewer system was divided into 11 flow basins for metering. The flow meter data was analyzed to calculate the dry weather and wet

weather flow from each flow basin. This analysis identified areas of the Central sanitary sewer system that contributed the most infiltration and inflow (I/I), prioritized flow basins for further study to identify I/I sources, and recommended additional sanitary sewer evaluation study (SSES) procedures to complete in each flow basin. Also reviewed the hydraulic capacity of the Village's excess flow facility and identified alternatives to utilize the facility more frequently and to increase the capacity to comply with Thorn Creek Basin Sanitary District's I/I limits.

Sanitary Sewer System Flow Monitoring

Project Engineer for the sanitary sewer flow monitoring program for the South Sewer System in the Village. The Village's South Sanitary Sewer System was divided into 10 flow basins for metering. In addition, four meters were installed to meter flow in the cross connections between the sewers on Monee Road during storm events. Rain data was obtained from Thorn Creek Basin Sanitary District's rain gauge at the Monee Road Pumping Station. The flow meter data was analyzed to calculate the dry weather and wet weather flow from each flow basin. This analysis was used to identify areas of the South Sanitary Sewer System that contributed the most infiltration and inflow (I/I), prioritized flow basins for further study to identify I/I sources, and recommended additional sanitary sewer evaluation study (SSES) procedures to complete in each flow basin.

South Barrington, IL

2012 Sanitary Sewer System Rehabilitation

Project Manager for internal sewer television inspection of approximately 7,000 feet of the Village's sanitary sewers. A condition assessment of the sewer pipes was made from review of the television inspection videos and a sanitary sewer rehabilitation program was developed. The rehabilitation program consisted of the design and construction engineering for the rehabilitation of the sanitary sewer system using cured-in-place pipe (CIPP). The construction included placement of approximately 1,650 feet of 10-inch and 16-inch diameter manhole-to-manhole sanitary sewer lining.

Wheaton Sanitary District

North Side Interceptor Sewer Flow Monitoring

Project Manager for the development and implementation of a flow monitoring program for the District. The project consisted of flow monitoring sites evaluation, and installation of 7 flow meters for a 12-month period. The objective was to determine the peak wet-weather flow rates at each location for use in the design of the replacement interceptor sewer.

Winnetka, Illinois

Pilot Area Sanitary Sewer Evaluation Study

Project Manager for inspection of 200 manholes, smoke testing of 40,000 feet of sanitary sewer, and dyed-water testing in approximately 35 locations. A technical report was prepared summarizing the findings, identified I/I sources and their estimated I/I contribution, and presented our recommendations for rehabilitation.

Wood Dale, Illinois

Ward 2 Sanitary Sewer Evaluation Study

Project Manager for manhole inspections, smoke testing of 9,300 feet of sanitary sewer, review of closed circuit television (CCTV) sewer inspections, and building-to-building canvassing of 115 homes and businesses. A technical report was prepared summarizing the findings, identified I/I sources and their estimated I/I contribution, presented our recommendations for rehabilitation, and provided a cost estimate for the rehabilitation work., and provided a cost estimate for the rehabilitation work.

Woodstock, Illinois

2008 Sanitary Sewer Evaluation Study

Project Manager for inspection of 1,200 manholes, smoke testing of 310,000 feet of sanitary sewer, dyed-water testing of the storm sewer system, and review of closed circuit television (CCTV) sewer inspections. A technical report was prepared summarizing the findings, identified I/I sources and their estimated I/I contribution, presented our recommendations for rehabilitation, and provided a cost estimate for the rehabilitation work.

Wastewater Flow Monitoring

Project Manager for the development and implementation of a flow monitoring program to measure flows in the Village's sanitary sewer system. The program included installation of 12 flow meters. The flow meter data was analyzed to calculate the dry weather and wet weather flow from each flow basin. This analysis identified areas of the areas of the sanitary sewer system that contributed the most infiltration and inflow (I/I), prioritized flow basins for further study to identify I/I sources, and recommended additional sanitary sewer evaluation study (SSES) procedures to complete in each flow basin.

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

Subject: Inter-Governmental Agreement between the Village of Lincolnshire and the Lake County Storm water Management Commission

Action Requested: Approval of an Intergovernmental Agreement between the Village of Lincolnshire, Vernon Township, and Adlai Stevenson High School for the Port Clinton Road Path Connection Project. (Village of Lincolnshire)

Originated By: Robert Horne, Engineering Supervisor

Referred To: Village Board

Summary / Background:

In February of 2014, Staff attended a meeting held at the Stevenson High School with Lake County Representative Ann Maine, Village Trustee Elizabeth Brandt, Bryant Schroeder of Vernon Township, Mark Michelini of Stevenson High School and Dave Brown of the Village of Vernon Hills. The purpose of the meeting was to discuss jointly constructing a recreational path from Stevenson High School to Route 45.

Over the past year, Trustee Brandt, Representative Maine, and Staff have attended several meetings and performed numerous reviews of engineering drawings. As a result, Staff recommended funding (\$25,000) for this project as part of the General Capital Budget; subsequently approved by the Village Board. The plan was to prepare an inter-governmental agreement over the winter and publicly let the project by mid-March to allow for construction in the summer.

During a meeting in December, the committee was notified that due to the nature of construction planned at the High School next summer, the project had to be let earlier than originally planned. The committee agreed it would be beneficial to bid this project with other site work to take advantage of economies of scale and having the bids available, prior to entering into the inter-governmental agreement would provide funding clarity for all agencies involved.

Therefore, the attached Agreement reflects the actual costs associated with the proposed project and each agency's financial obligations and responsibilities. The Village Attorney reviewed the initial agreement and provided numerous comments, all of which were incorporated into this agreement. The only change that has occurred without the Village Attorney's review is the elimination of the Village of Vernon Hills from the agreement. The Village of Vernon Hills intends to construct their portion of the path this summer. However, due to the material difference (concrete instead of asphalt) they were not able to benefit from the same economies of scale as the other agencies.

Agreement Highlights:

Section 3, Division of Local Share:

The Village will pay \$12,400, with up to a 10% increase (\$1,240) for unexpected change orders. Staff does not anticipate unexpected changes based on the review of the site conditions and engineering drawings.

Section 7, Maintenance and Repair:

100% of all maintenance and repair costs for the portions of path within each agencies property will be the responsibility of that specific agency. However, Vernon Township has agreed to coordinate snow removal efforts in this area with the Lincolnshire Public Works Department.

Section 8, Use of the Project:

This section states the path's *"hours of operation shall be from sunrise to sunset. The Project will be open year round unless the Project is required to be closed due to inclement weather and/or Project repairs which prohibit or limit the use of the Project."* This section is needed because a portion of the path is within the limits of a fenced area on the school's property, which closes after sunset and opens at sunrise.

Additional Information:

- 1) Beyond the attached agreement, Staff anticipates additional costs associated with the installation of a safety rail along the Port Clinton Bridge. Unfortunately, the need for this facet of the project was identified after the agreement was drafted and the contractor was selected. The committee is working with the Contractor and the Lake County Division of Transportation to address this component. The total cost of the rail will be shared 50/50 with the Village of Lincolnshire and the Village of Vernon Hills. The cost is unknown at this time, but based on preliminary design options, is expected to be approximately \$5,000, of which Lincolnshire would be responsible for half.
- 2) Staff requested potential engineering costs be included in the agreement. Unfortunately, these costs were not included as part of the agreement prior to School Board's and Township's approval. Staff expects the Village's share of any engineering costs incurred to be less than 12% of the Village's share (\$12,400).

Budget Impact:

Staff included \$25,000 in the 2015 General Capital Budget to fund this project. This will increase long range path maintenance costs, as it expands the system by approximately 300 linear feet.

The table below provides the Board with an understanding of the total potential costs associated with this project and (if authorized by the Board) allows staff the flexibility to allocate funds based on the project needs:

Budget	\$25,000
Village Share / the Agreement	\$12,400
Village Share (Potential Change Orders)	\$ 1,240
Bridge Safety Rail	\$ 2,500
Potential Unaccounted Engineering Costs (12% Village Share)	\$ 1,488
TOTAL	\$17,628
Difference	+\$7,372

Recommendation:

Staff recommends the Village Board place the attached Intergovernmental Agreement with the Vernon Township and Adlai Stevenson High School on the March 9, 2015, Consent Agenda for approval with the understanding of the additional costs that may arise related to potential changes orders, installation of the required bridge safety rail, and unaccounted engineering expenses.

Reports and Documents Attached:

- Intergovernmental Agreement between the Village of Lincolnshire, the Vernon Township and Adlai Stevenson High School
- Project Location Map

Meeting History	
Committee of the Whole Meeting	February 23, 2015
Regular Village Board Meeting	March 9, 2015

**INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION OF A
RECREATION PATH BY AND BETWEEN STEVENSON HIGH SCHOOL
DISTRICT NO. 125, THE VERNON TOWNSHIP ROAD DISTRICT, AND THE
VILLAGE OF LINCOLNSHIRE**

THIS AGREEMENT is made and entered into as of _____, 2015 (the "Effective Date") by and between, THE VERNON TOWNSHIP ROAD DISTRICT (TOWNSHIP), THE VILLAGE OF LINCOLNSHIRE (LINCOLNSHIRE) and STEVENSON HIGH SCHOOL DISTRICT NO. 125 (SHS), all of which are municipal corporations created under the laws of the State of Illinois.

RECITALS

WHEREAS, TOWNSHIP, LINCOLNSHIRE and SHS desire to participate in the development of a Recreation Path south of Port Clinton Road and west of Route 45, which will connect Stevenson High School with the Des Plaines River Trail (the "Path") for use by their respective residents, invitees and visitors (the Path and such related improvements are referred to herein as the "Project"); and

WHEREAS, SHS is the "lead agency" for the development of the Project and is in the course of negotiating a contract with Maneval Construction, Inc. providing for the construction of such Project;

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities and park districts, to contract or otherwise associate among themselves to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes units of local government of Illinois to exercise jointly with any other public agency within the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and,

WHEREAS, TOWNSHIP, LINCOLNSHIRE and SHS wish to provide enhanced services for their residents through the development of the Project; and

WHEREAS, TOWNSHIP, LINCOLNSHIRE and SHS desire that the parties participate in the development of the Project by providing funding as agreed upon within this Agreement for the construction of the Project; and

WHEREAS, the construction and maintenance of the Project, and the various undertakings provided for in this Agreement, are in furtherance of TOWNSHIP's, LINCOLNSHIRE's and SHS's corporate purposes and related to their respective government and affairs; and,

WHEREAS, TOWNSHIP, LINCOLNSHIRE and SHS have determined it would be in their mutual best interests and in the best interests of their collective residents to provide for the Project as herein described;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and obligations as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TOWNSHIP, LINCOLNSHIRE and SHS agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein in their entirety by this reference.

2. Construction of the Project.

A. SHS is in the course of negotiating a contract with Maneval Construction, Inc. (“Maneval”), providing for the construction of the Project (the “Contract”). SHS shall use commercially reasonable efforts to negotiate the Contract so that the cost of the Project does not exceed \$80,000. SHS shall use commercially reasonable efforts to require Maneval to (i) construct or cause the construction of the Project in accordance with plans for the Recreation Path attached hereto as Exhibit A and incorporated herein (the "Plans") and (ii) extend to LINCOLNSHIRE and the TOWNSHIP the standard indemnification and insurance provisions that protect SHS. Upon approval and execution of the Contract by Maneval and SHS, SHS shall provide a copy of the Contract, with all exhibits, to the TOWNSHIP and LINCOLNSHIRE.

B. The TOWNSHIP and LINCOLNSHIRE each grant, give and convey to SHS, and SHS’s employees, agents, contractors, successors and assigns, including Maneval, the right and authority to enter upon and use their property for the purpose of taking all action necessary or convenient for constructing the Recreation Path in accordance with the Plans in Exhibit A (the “Construction Easement”). The Construction Easement shall be fifteen feet (15’) on either side of the center line of the Recreation Path.

3. Division of Local Share. TOWNSHIP, LINCOLNSHIRE and SHS agree that the Local Share of the construction costs for the Project will be divided on the basis set forth below:

<u>Entity Name</u>	<u>Linear Feet</u>	<u>Contributing Amount</u>
Stevenson High School District No. 125	631	\$31,800
Vernon Township Road District	252	\$14,700
Village of Lincolnshire	261	\$12,400
TOTAL	1,144	\$58,900

In the event the cost of the Project exceeds \$58,900, the excess amount shall be paid in the same proportion as each Party's original share, provided that any change order that results in an increase of greater than 10% shall require the approval of each Party.

The Parties further agree that all supplemental costs associated with the project, including but not limited to engineering costs, legal fees and permitting costs shall be paid by SHS and will be reimbursed by the TOWNSHIP and LINCOLNSHIRE based on their percentage of the linear feet.

4. Payment. Within 30 days following SHS's receipt of any invoices from Maneval under and in compliance with the Contract, SHS shall provide to TOWNSHIP and LINCOLNSHIRE copies of all invoices. Payment by TOWNSHIP and LINCOLNSHIRE to SHS of their proportionate share of each invoice shall be paid within 30 days following receipt of invoice from SHS.

5. Ownership. The construction and maintenance of the Project will not result in the exchange of any ownership interest in real property. At all times before, during, and after the construction of the Project, each Party will continue to own their respective property upon which the Recreation Path is located.

6. Permit. SHS will use commercially reasonable efforts to obtain and maintain a permit from the relevant jurisdictional authority allowing the use of those portions of the Project located within the right of way as provided in this Agreement.

7. Maintenance & Repair. Upon completion of the Recreation Path in accordance with the Plans in Exhibit A, and going forward, each party shall be responsible for maintenance from time to time of that portion of the Recreation Path located on the party's property so as to keep the recreation path in a clean, slightly, safe, unobstructed, good and useable condition for recreation uses by the public. No party shall be responsible for the removal of water, snow or ice from the Recreation Path. In the course of performing their maintenance and repair obligations, each Party shall adhere to and comply with all laws that may pertain to or apply to the maintenance and repair of the Project.

8. Use of the Project. It is understood that each Party may, from time to time, close the portions of the Project for which they have maintenance responsibilities for maintenance and repairs and will, at other times, make the Project available for general use by the public. Hours of operation shall be from sunrise to sunset. The Project will be open year round unless the Project is required to be closed due to inclement weather and/or Project repairs which prohibit or limit the use of the Project. Such closure of the Project will be limited to the time reasonably required to make the necessary repairs to make the Project clean, operable and safe for all users of the Project.

Each Party may enter into agreements with third parties for maintenance and/or repair of the Project provided that the terms and conditions of any such agreements shall not conflict with those of this Agreement and the respective Party shall remain

responsible for any acts or omissions of said Party that may be in violation of this Agreement.

9. Recreational Property. The parties agree that the Project is public property intended or permitted to be used for recreational purposes and that all improvements comprising the Project are conditions of such public property.

10. Term. This Agreement shall commence on the Effective Date and shall continue for a term of twenty-five (25) years unless extended as provided for herein. This Agreement will automatically extend upon the same terms and conditions for an additional renewal term of five (5) years at the end of the initial term and each renewal term unless, during the last year of any term or renewal term of this Agreement, any Party delivers written notice to the other parties that this Agreement will not renew and such notice is delivered no less than one hundred eighty (180) days prior to the end of such initial or renewal term of the Agreement

11. Savings Clause. The terms of this Agreement shall be severable. In the event any of the terms, provisions or conditions of this Agreement are deemed to be void, invalid or unenforceable for any reason by any court of competent jurisdiction, the remainder of this Agreement and all other applications shall remain in full force and effect.

12. Benefits Solely to the Parties. This Agreement is intended solely for the benefit of the parties hereto, and nothing herein shall be construed, either expressly or impliedly, to extend rights or obligations in favor of any other person, or to create any additional beneficiaries of this Agreement. Any allocation of responsibility described herein is intended solely to be an administrative convenience among the parties and is not intended to create additional duties to the public.

13. No Personal Liability. No official, director, officer, agent or employee of any party hereto shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

14. Modification. The terms of this agreement shall not be modified or amended except by written agreement of the parties hereto. The agreement, covenants, terms and conditions contained herein may be modified only in writing through the written mutual consent of the parties hereto after approval by their respective governing boards.

15. Assignment. This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns. The parties may not assign, transfer or otherwise convey their rights or obligations under this Agreement without the prior written consent of the other parties, which may be withheld in each party's sole discretion. Each Party's right to subcontract its maintenance and repair obligations will

not be deemed an assignment, because they it retain its obligations, despite such subcontract.

16. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement shall be fully executed when each party whose signature is required has signed at least one counterpart, even if no one counterpart contains the signature of all parties.

17. Construction. This Agreement is and shall be deemed to be construed as a joint and collective work product of VERNON TOWNSHIP, LINCOLNSHIRE and SHS and, as such, this Agreement shall not be construed against any party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, of the terms and provisions contained herein.

18. Relationship of the Parties. This Agreement is not intended and shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

19. Prior Agreements. This Agreement supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

20. Notices. Notices to be sent pursuant to this Agreement shall be sent by certified mail, postage prepaid to the following addresses, provided invoices sent according to Section 4 may be sent via facsimile transmission with an original sent by first mail:

If to Stevenson: Stevenson High School District No. 125
Attn: Mark S. Michelini
Assistant Superintendent for Business
Adlai E. Stevenson High School
Two Stevenson Drive
Lincolnshire, IL 60069

If to the Township: Vernon Township
Attn: Supervisor

If to Lincolnshire: Village of Lincolnshire
Attn: Village Manager
One Olde Half Day Road
Lincolnshire, IL 60069

21. **No Waiver of Tort Immunity Defenses.** Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the immunities and defenses available to each party in common law or under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as the same may be amended from time to time, with respect to claims by third parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and effective as of the date first above written.

Vernon Township Road District

Supervisor

ATTEST:

Township Clerk

Village of Lincolnshire

Mayor

ATTEST:

Village Clerk

Stevenson High School District No. 125

School Board President

ATTEST:

Secretary

