

**AGENDA**  
**COMMITTEE OF THE WHOLE MEETING**  
**Village Hall – Board Room**  
**Monday, January 8, 2018**  
**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 December 11, 2017 Committee of the Whole Meeting Minutes

**3.0 ITEMS OF GENERAL BUSINESS**

3.1 Planning, Zoning and Land Use

3.2 Finance and Administration

- 3.21 Consideration of an Extension to Tolling Agreement Related to the Illinois Municipal Investment Fund (IMET) (Village of Lincolnshire)

3.3 Public Works

- 3.31 Consideration a Request to Authorize Purchase of a John Deere 410L Utility Backhoe (Replacing Public Works Vehicle #301) via the Northwest Joint Powers Association Joint Purchase Program from Westside Tractors, Wauconda, IL in an Amount not to Exceed \$150,000 (Village of Lincolnshire)

- 3.32 Consideration of a Request to Authorize Purchase of a John Deere 244 KII Compact-Loader (Replacing Public Works Vehicle #709) via the Northwest Joint Powers Association Joint Purchase Program from Westside Tractors, Wauconda, IL in an Amount not to Exceed \$90,000 (Village of Lincolnshire)

- 3.33 Consideration of a Request to Authorize Purchase of a 2018 Falcon MI20257 Trailer Mounted Heated Asphalt-Box via the Northwest Joint Powers Association Joint Purchase Program form Midwest Paving Equipment, Inc., Glen Ellyn, IL in an Amount not to Exceed \$35,000 (Village of Lincolnshire)

3.4 Public Safety

- 3.41 Consideration of a Reciprocal Reporting Agreement between Adlai Stevenson High School District #125 and the Village of Lincolnshire (Stevenson High School and Village of Lincolnshire)

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, December 11, 2017**

Present:

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

**ROLL CALL**

Mayor Brandt called the meeting to order at 7:18 p.m. and Deputy Village Clerk Mastandrea called the Roll.

**2.0 APPROVAL OF MINUTES**

**2.1 Acceptance of the November 27, 2017 Committee of the Whole Meeting Minutes**

The minutes of the November 27, 2017 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 of a Preliminary Evaluation of a Petition for Rezoning from Office Campus to B2 General Business District and a Special Use for a Planned Unit Development (GlenStar Properties – Recreation, Entertainment, Fitness, Health & Wellness Complex – 90, 98, 100 Half Day Road)**

Economic Development Coordinator Zozulya introduced the proposed petition submitted by GlenStar Properties to rezone the 90,98 and 100 Half Day Road parcels from Office Campus to B2 General Business District and a Special Use for a Planned Unit Development. Economic Development Coordinator Zozulya noted if the request is received favorably by the Board, the project would initially be reviewed by the internal Development Team, then proceed through a detailed review by the Architectural Review Board (ARB), and finally come back to the Village Board for a Public Hearing.

Mr. Rand Diamond representing GlenStar provided a presentation including an overview of GlenStar; proposed concept; development plans; site plans; and community benefits which would result from the proposed development.

Trustee Hancock asked what the business model was of the proposed St. James recreation facility; would it be membership based or open to private clubs. Mr. Diamond noted the recreation facility would be a combination of membership and open to the public.

Mayor Brandt noted possible benefits of the proposed development would be the use of the recreation facility by the schools and other organizations, tax revenue, and bringing tournaments into the Village to benefit the local hotels and restaurants.

Mayor Brandt stated her request to GlenStar would be to make sure there is a minimum of 50' landscape buffer on the west side and north side of the property. Mayor Brandt suggested replacing the Lincolnshire sign that was previously removed on Route 22.

Trustee Feldman noted her general support of the proposed development.

Trustee Leider noted his support of the facility and the layout. Trustee Leider stated there is a need for this type of facility and such a development does not add burden to the schools and brings people into the community in a positive way. Trustee Grujanac noted agreement with Trustee Leider.

A brief conversation regarding trees on the sight followed.

Trustee Hancock asked how the sound and light issues will be addressed for nearby residents. Mr. Diamond stated he did not think sound would be an issue due to the size of the property and the way the golf facility would be located on the site, but noted they would look into sound issues and report back.

Trustee Hancock asked if there would be any outside facility/bar at the proposed golf facility. Mr. Diamond stated there is a restaurant proposed for the golf facility which would be exposed to the elements, but there would be no outside bar.

Mayor Brandt noted if the sale to GlenStar goes through, the Village would benefit from the real estate transfer tax.

Trustee Grujanac asked what other types of venues are being sought for the property. Mr. Diamond highlighted some of the uses and organizations GlenStar is working with on the potential project.

Trustee Hancock asked if the Village Board is approving tenants/uses

at this time, or is this just a concept for rezoning and if the proposed tenants fall through, what would that do for the proposal and any approvals granted by the Village. Mr. Diamond stated GlenStar is looking for a sense of if the Board would desire this concept and noted GlenStar is highly confident in the Top Golf deal and very encouraged with the health and wellness facility noting they have had a lot of interest. Mr. Diamond noted GlenStar is only looking at tenants who fall under entertainment, recreation, gaming, and sports. Mr. Diamond noted he is confident they will have the tenants secured by the time they get to the ARB.

Trustee Hancock asked what other sites, in the area, have been considered for this project. Mr. Diamond noted no other sites have been considered.

It was the consensus of the Board to refer this to the Architectural Review Board

3.2 Finance and Administration

**3.21 Consideration of a Resolution Adopting a Policy Prohibiting Sexual Harassment for the Village of Lincolnshire (Village of Lincolnshire)**

Village Manager Burke provided a summary of the recent law requiring local governments to adopt a policy prohibiting Sexual Harassment through a resolution.

It was the 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 the Use of Village Streets by District 103 Parent-Teacher Organization for a May 19, 2018 5K Walk/Run (District 103 Parent-Teacher Organization)**

Public Works Director Woodbury provided a summary of the annual request for use of Village streets by District 103 Parent-Teacher Organization for a May 19, 2018 5K walk/run. Public Works Director Woodbury provided information relative to how this event would be communicated to residents.

Trustee Leider suggested using the new digital street sign to alert residents of the planned road closure.

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

**3.32 Consideration of Easement Agreements for Construction of Lincolnshire Creek Drainage Improvements (Village of Lincolnshire)**

Assistant Public Works Director/Village Engineer Dittrich provided a summary of a proposed easement agreement for construction of Lincolnshire Creek drainage improvements.

Trustee Leider asked if the easements are temporary or permanent. Village Attorney Simon stated the residential easements are temporary, and the one across the church property is both temporary and permanent. Trustee Leider asked why the Village is going through all of this for temporary easements; why not make them permanent. Village Attorney Simon stated the temporary easements are intermittent, and the Village would need to do additional maintenance in the future so the area could be accessed via the proposed easement agreement.

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

**3.33 Consideration of a Professional Services Agreement with Christopher B. Burke Engineering, LTD for the Design and Preparation of Bid Documents for the Indian Creek Streambank Stabilization Project in an Amount not to Exceed \$27,700.00 (Village of Lincolnshire)**

Assistant Public Works Director/Village Engineer Dittrich provided summary of the professional service agreement with Christopher B. Burke Engineering, LTD for the design and preparation of bid documents for the Indian Creek Streambank Stabilization Project.

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

**3.34 Consideration of a Professional Services Agreement with Gewalt Hamilton Associates, Inc. for Phase I/II – Design Services for Stage 3 Improvements for the Illinois Transportation Enhancement Program (ITEP) Grant Project in an Amount Not to Exceed \$71,424.00 (Village of Lincolnshire)**

Assistant Public Works Director/Village Engineer Dittrich provided summary of the professional service agreement with Gewalt Hamilton Associates, Inc. for Phase I/II – design services for Stage 3 Improvements for the Illinois Transportation Enhancement Program (ITEP) Grant Project. This is in response for the Board's desire to move forward with path connection along Riverwoods Road between Whytegate Park and Daniel Wright and fill a gap by Homewood Suites over on Westminster to connect it to the path.

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

**3.35 Consideration of an Agreement with Vernon Township Road District Regarding Winter Snow and Ice Control (Vernon Township & Village of Lincolnshire)**

Public Works Director Woodbury provided a summary of a revised agreement with Vernon Township Road District regarding winter snow and ice control.

It was the 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

**3.41 Consideration of an Ordinance Establishing an Administrative Procedure to Determine Eligibility for Benefits Under the Public Safety Employee Benefits Act (Village of Lincolnshire)**

Chief of Police Leonas provided a summary of an Ordinance establishing and Administrative Procedure to determine eligibility for benefits under the Public Safety Employee Benefits Act (PSEBA) which is based on recent appellate court decision.

Village Manager Burke noted the Village currently does not have any employees under the PSEBA benefits or any beneficiaries.

Chief of Police Leonas noted most cases are very chaotic, and this procedure would enable the Village to have a hearing officer to hear the facts of the case to make a determination outside of the Pension Boards decision.

Village Manager Burke noted the Ordinance in the packet calls out the Senior Accountant would be the one who receives the application which will be changed in the final version to reflect the Finance Director.

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

3.5 Parks and Recreation

**3.51 Consideration of Recommendation to Rebid Pocket Park Construction Project (Village of Lincolnshire)**

Assistant Public Works Director/Village Engineer Dittrich provided an update and information regarding staff recommendation to rebid Pocket Park Construction Project in early January.

Village Manager Burke noted the expenditure related to this is in the 2018 budget.

It was the consensus of the Board to proceed with the rebid of the pocket park construction in the Lincolnshire downtown area.

### **3.52 Consideration of Staff Recommendation to Demolish Rivershire Nature Center Building (Village of Lincolnshire)**

Assistant Public Works Director/Village Engineer Dittrich provided an update and information regarding staff recommendation to demolish Rivershire Nature Center building due to reoccurring flood damage.

Mayor Brandt asked about putting storage PODS on the site. Assistant Public Works Director/Village Engineer Dittrich noted this was put in the Board packet to show a range of possible activities in which site could be used.

Trustee Leider asked if the goal was to get the site back to natural vegetation. Village Manager Burke noted the costs in the memo are for demolition but the foundation would be left.

A brief conversation regarding possible uses for the site followed.

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

### **3.6 Judiciary and Personnel**

## **4.0 UNFINISHED BUSINESS**

### **4.1 Leaf Collection**

Mayor Brandt stated the Board received a resident email regarding leaf collection and noted Village Manager Burke sent out a response regarding the program ending for 2017.

Mayor Brandt asked if Waste Management could do mass calling for leaf collection pick up like they do for the holiday schedule in future years. Public Works Director Woodbury noted staff will work on this with Waste Management.

Mayor Brandt asked if it would make difference to start later or be more flexible with Waste Management. Public Works Director Woodbury noted he would reach out and research this with Waste Management.

Trustee Leider noted there was a very mild fall, but in his opinion there should not be leaf pick up after December 1 and stated his opinion was he wanted to be accommodating to the residents but within limits. Trustee Leider expressed his opinion sticking with a hard December 1 date for the annual program to end would be the best course for the Village regardless of how the leaf season progresses.

Village Clerk Mastandrea noted some issues with the weather, leaves falling in a short period of time, and dead grass in the parkway as a result of leaves being placed in the parkway. Public Works Director Woodbury noted he is confident the grass will come back.

Mayor Brandt addressed the email and stated she does not support reimbursing residents and thought the Village was clear about the schedule. Mayor Brandt also noted her opinion was not in favor of controlled burns. Trustee Feldman stated her agreement with Mayor Brandt. Trustee Feldman suggested in future years putting up signs announcing the final week of pick up. Trustee Leider noted agreement with Mayor Brandt regarding reimbursement and controlled burns.

## **5.0 NEW BUSINESS**

### **5.1 E-Ticketing**

Chief of Police Leonas noted he has recently been approached by the approved Lake County vendor regarding E-citation software; Quicket Solutions, Inc. Zebra Technologies, who has their corporate headquarters in Lincolnshire, recently offered to supply the Lincolnshire Police Department with printing equipment/technology required to accompany the Quicket solutions software. Chief of Police Leonas noted staff has been going over the contract and stated this is a generous offer that would save the Village \$10,000 for printers in the squad cards. Chief of Police Leonas stated this was something that was budgeted for 2018 so staff would like to move forward.

Village Manager Burke noted this is on-line software which is within the purchasing authority of the Village Manager but staff wanted to bring it to the Board noting the generosity of Zebra Technologies.

Trustee Leider asked as we move more electronically is there an audit being done of our risks. Village Manager Burke noted all contracts have a compliance piece and requirement.

## **6.0 EXECUTIVE SESSION**

## **7.0 ADJOURNMENT**

Trustee Grujanac moved and Trustee Feldman seconded the motion to adjourn. Upon a voice vote, the motion was approved unanimously and Mayor Brandt declared the meeting adjourned at 8:14 p.m.

Respectfully submitted,

**VILLAGE OF LINCOLNSHIRE**

Bradly J. Burke  
Deputy Village Clerk

**REQUEST FOR BOARD ACTION  
Regular Village Board Meeting  
January 8, 2018**

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

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**Action Requested:** Consideration of an Extension to Tolling Agreement Related to the Illinois Municipal Investment Fund (IMET) (Village of Lincolnshire)

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**Originated  
By/Contact:** Brad Burke, Village Manager

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**Referred To:** Mayor Brandt and Board of Trustees

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**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 negotiated a Tolling Agreement between IMET and those entities who participated in the Convenience Fund. The Village of Lincolnshire approved the original tolling agreement related to IMET losses on March 9, 2015. The original Tolling Agreement included a termination date of June 30, 2016. On June 13, 2016, the Village Board voted unanimously to extend the original tolling agreement to January 31, 2017. On January 9, 2017, the Village Board approved another extension to the tolling agreement to January 31, 2018. Due to the ongoing nature of this matter, IMET has provided the attached extension agreement to original Tolling Agreement extending the termination date to January 31, 2019.

The following is a summary of the status of the disposition of the Village's funds held in the restricted account provided by Attorney Simon.

"The two biggest challenges to the distribution of money from the Overall Receiver (OR) both involve agencies of the Federal Government. First, the Investor Group (including IMET) sued the United States Department of Agriculture to enforce the guarantee on the First Farmers loans. As a consequence of this claim, the USDA made a claim against the OR to be reimbursed for any amount the USDA is ordered to pay the Investors. The USDA's claim against the OR has priority over the Investor's claims because it represents the Federal Government, so this blocks any distribution to the Investor Group. As you can see, the Investor Group holds the key to releasing the USDA claim against the OR, but since the recovery against the OR could be less than the USDA, the Investor Group wants to ensure it protects all avenues of recovery. This past fall, the court supervising the Investor Group's case against the USDA agreed to dismiss the claims, but the Investor Group has filed a notice of appeal.

Second, the IRS has a tax lien for the amount of any unpaid taxes owed by Patel, etc. The Investor Group and the OR have been working with the IRS to subordinate its lien against the OR, which otherwise, also would have priority over the Investor Group claims. No distribution from the OR can occur before the resolution of this issue. At a court hearing on December 6, representatives from the IRS told the judge that they recommended subordinating the IRS claims to their supervisors, but did not receive approval yet from all the necessary officials. As a result, the court requested an update

on the status of the IRS's decision on subordination at a January 23rd status conference.

In the event the IRS agrees to subordinate its claims, there is a better chance the Investor Group will decide to drop its appeal against the USDA, which in turn would allow the USDA to drop its claim against the OR. If these two events occur, the likelihood of a distribution from the OR increases.

Because we won't know the results of these contingencies before the end of January, we have worked with IMET to prepare new extensions to the Tolling Agreement for 12 additional months to January 31, 2019."

A copy of the Tolling Agreement extension is also attached for Village Board review.

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:**

Approval of extension of Tolling Agreement related to IMET.

**Reports and Documents Attached:**

- Proposed Extension to Tolling Agreement to January 31, 2019
- Approved Tolling Agreement

<b>Meeting History</b>	
<b>Committee of the Whole Meeting:</b>	<b>January 8, 2018</b>
<b>Regular Village Board Meeting:</b>	<b>January 22, 2018</b>

**EXTENSION TO TOLLING AGREEMENT**

This Extension to Tolling Agreement is made and entered into as of January 31, 2018, by and between Illinois Metropolitan Investment Fund (“IMET”), on the one hand, and the Village of Lincolnshire on the other hand (collectively “the Parties”).

The Parties agree that Paragraph 7 of the tolling agreement by and between the Parties dated March 13, 2015 (the “Tolling Agreement”) shall be amended to read as follows: “If not terminated earlier as provided in the 30 Day Notice provision of Paragraph 6, the Tolling Agreement shall terminate on January 31, 2019.”

All of the other provisions of the Tolling Agreement remain unchanged.

**Illinois Metropolitan Investment Fund**

\_\_\_\_\_  
By: Randall M. Lending  
One of its Attorneys

Dated: \_\_\_\_\_

**Village of Lincolnshire**

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

## TOLLING AGREEMENT #2053

This Agreement ("Agreement") is made and entered into as of March 9, 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](mailto:rlending@vedderprice.com)

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

Randall M. Lending

By: Randall M. Lending  
One of its Attorneys

Dated: 3/16, 2015

**Participant**

Village of Lincolnshire

Bradley J. Burke

By: Brad Burke

Dated: MARCH 20, 2015

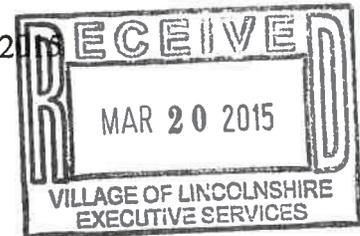
# VEDDER PRICE.

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March 16, 2015



Cindy D. Koziol  
Executive Services Administrative Assistant  
Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL 60069

**Re: Tolling Agreement--IMET and Village of Lincolnshire**

Dear Ms. Koziol:

As you requested, enclosed is my signed Tolling Agreement on behalf of IMET. Please let me know if you have any questions.

Very truly yours,

  
Randall M. Lending

RML/tr  
Encl.

cc: Laura F. Allen, Executive Director, IMET  
Brooke E. Conner

**REQUEST FOR BOARD ACTION  
COMMITTEE OF THE WHOLE MEETING  
January 8, 2018**

**Subject:** Consideration of a Request to Authorize Purchase a John Deere 410L Utility Backhoe (Replacing Public Works Vehicle #301) via the Northwest Joint Powers Association Joint Purchase Program from Westside Tractors, Wauconda, IL in an Amount not to Exceed \$150,000 (Village of Lincolnshire)

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**Action Requested:** Consideration and Placement on the January 22, 2018 Consent Agenda for Approval.

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

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**Referred To:** Village Board

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**Summary / Background:**

The Public Works Department requests replacement of a 2000 John Deere Utility Backhoe (Public Works Vehicle #301). The existing backhoe is 17-years old and has over 2,927 hours on it. The 18-year old engine and hydraulic pump have lost a considerable amount of power and the machine no longer functions as designed.

Upon an inspection of the machine, numerous repair needs were identified, or will be needed in the very near future. The backhoe pins and bushings have major wear from many years of service. They are causing the machine to operate in a very loose and sloppy manner which could lead to unsafe working conditions and may cause several potential hazards for Public Works Staff. Furthermore, some parts, such as the radiator, are discontinued by the manufacturer. Staff is starting to have to rely on rebuilt or used parts to keep the machine operating safely.

While reviewing various purchase options, Village staff obtained the Northwest Joint Powers Association (NJPA) Contract # 032515-JDC awarded to the John Deere Company. The Village of Lincolnshire may utilize the NJPA Contract as this is competitively bid, and the Village Board previously authorized participating in the NJPA in February of 2012. Westside Tractors of Wauconda, IL is the approved NJPA vendor through 2019. Staff anticipates the total cost for a new replacement Utility Backhoe to be less than \$90,000.00 (including \$21,000 trade-in of 2000 John Deere backhoe).

Staff researched several options including (1) straight purchase, (2) purchase through National Joint Powers and (3) Lease Options

**Straight Loader Purchase Option:**

- Purchase Loader with no Government / Municipal Discount \$192,782.00
- Custom Job Options : Warranty, Bucket, Hooks, etc. \$33,441.93
- Destination Freight Charge : \$900.00

- Trade-in credit of current Backhoe : -\$21,000

**Total Cost: \$212,123.93**

**Northwest Joint Powers Association Option:**

- Purchase Loader with (NJPA) Cost \$107,957.92 estimated
- Custom Job Options : Warranty, Bucket, Hooks, etc. \$33,441.93
- Destination Freight Charge : \$900.00
- Trade-in credit of current Backhoe : -\$21,000

**Total Cost: \$121,299.85**

**Lease Option 1:**

- 60-month lease: 5 payments of \$27,088.59 (with trade-in)
- \$27,088.59 down for first payment – 3.5% APR
- 4 payments of \$27,088.59

**Total Cost: \$135,442.95**

**Lease Option 2:**

- 60-month lease: 4 payments of \$33,860.80 (with trade-in)
- \$0 down for first payment – 3.5% APR
- 4 payments of \$33,860.80

**Total Cost: \$135,443.20**

The following is a chart which details the options for the Village Board to consider:

Vehicle	Budget	Purchase Option	Difference Budget to Actual
#301	\$150,000	\$212,124 (straight purchase)	(-\$62,124)
#301	\$150,000	\$121,299 (NJPA contract)	\$28,701
#301	\$150,000	\$135,442 (lease option 1)	\$14,558
#301	\$150,000	\$135,443 (lease option 2)	\$14,559

**Budget Impact:** There is \$150,000 budgeted in the Public Works General Capital Fund Vehicle Replacement Account 07-01-80-7301 for this purchase in the fiscal year 2018. There will be incremental costs (est. \$2,500.00) in addition to the quoted price related to logo/stripping, 2-way radio installation, safety features and additional lighting. However, Staff anticipates the final number to be significantly under budget. Westside Tractors of Wauconda, IL is the approved vendor through the (National Joint Powers Association) cooperative purchasing contract.

**Service Delivery Impact:** This piece of equipment is used by the Utility Division as the primary machine used for excavations including water main breaks and sewer repairs. It is also used to load materials such as dirt, gravel, sand onto trucks to transport to job sites. This machine is used to load salt for snow and ice control events when the front end loader is out plowing roadways. The backhoe is also a standby piece for snowplowing in high accumulation snow events, or when other equipment is out of service.

**Recommendation:** Staff recommends approval of this purchase of the Utility Backhoe through Westside Tractor Sales Co. through the NJPA (National Joint Powers Association) in an amount not to exceed \$150,000.00

**Reports and Documents Attached:**

- December 8, 2017 Westside Tractors Price Quote
- December 11, 2018 Email-Lease Options: Westside Tractors
- NJPA Contract – John Deere

<b>Meeting History</b>	
<b>Initial Referral to Village Board (COW):</b>	<b>January 8, 2018</b>



**JOHN DEERE**



**MATT LIEWEHR  
LINCOLNSHIRE, VILLAGE OF  
1 OLDE HALF DAY ROAD  
LINCOLNSHIRE, IL  
847-883-8600**

**December 8, 2017**

**2017 John Deere 410L Backhoe Loader  
NJPA Cooperative Contract 032515-JDC.**

*All the prices in the detailed sections are Per machine basis.*

**Machine Configuration**

Code	Description	Qty	Unit Price
0AB0T	410L BACKHOE LOADER	1	126,797.00
1065	ENGINE FT4	1	14,820.00
170C	JDLINK 5YR TEMP LICENSE 50HR	1	IN BASE
2035	CAB	1	12,889.00
2401	DECAL ENGLISH WITH ENGLISH PACKET	1	IN BASE
3065	AXLE MFWD WITH LIMITED SLIP	1	IN BASE
4782	TIRE ML500/70R24,ML340/80R18	1	2,282.00
5285	CONTROL PILOT	1	2,594.00
5400	COUPLER LESS	1	IN BASE
5600	LESS BH BUCKET W/PINS	1	IN BASE
6020	DIPPER EXTENDABLE	1	8,141.00
6230	HYD,AUX W/1&2WAY FLOW, THUMB	1	5,196.00
7085	LDR CPLR 1LVR W/INT AUX W/RC	1	9,707.00
7660	LOADER BUCKET 1.5CY LONG LIP COUPLER	1	3,569.00
8485	COUNTERWEIGHT 1250LB.	1	1,711.00
8685	BATTERY DUAL WITH JUMP POST	1	529.00
9045	CHROME EXHAUST	1	173.00
9060	MIRRORS INTERIOR	1	80.00
9080	HEATER ENGINE COOLANT 110V	1	167.00
9116	ROOF WITH LED LIGHTS	1	1,025.00
9210	CONSOLE LH WITH CUP HOLDER	1	79.00
9515	FLUID SAMPLING PORTS	1	201.00
9916	RADIO PREMIUM PACKAGE	1	1,320.00
9919	SUN VISOR	1	92.00
9920	MIRROR ETERIOR REAR VIEW	1	334.00
9965	SEAT AIR SUSPENSION CLOTH	1	490.00
AT323580	BOOM PROTECTION PLATE (NU)	1	586.00
<b>List Price</b>			<b>\$ 192,782.00</b>

<b>Discount</b> 44%	<b>\$ 84,824.08</b>
<b>Net Price</b>	<b>\$ 107,957.92</b>

**Custom Jobs**

Code	Description	Qty	Price
	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	1,250.00
	Dealer Provided Delivery	1	600.00
	Labor for field installed kits	1	-
Ext Warranty	EXTENDED POWER TRAIN & HYDRAULICS WARRANTY	1	3,572.00
0	Auto Lube Installed	1	6,824.26
0	Indeco HP 1250-FS with lube	1	17,298.61
0	Wain Roy XLS Coupler	1	1,408.54
0	Wain Roy 24" Bucket	1	1,207.37
0	Sky Hook	1	578.93
0	(4-2M+2F) Sets Stucchi Couplers	1	702.22
<b>Total Price</b>			<b>\$ 33,441.93</b>

**Quote Summary (per unit)**

Item Description	Prices
Machine Net Price	\$ 107,957.92
Custom Jobs	\$ 33,441.93
<b>Price per Machine</b>	<b>\$ 141,399.85</b>
Destination	Freight Charge
Naperville, IL 60563	\$ 900.00

**Total Net Price Quantity (1) \$ 142,299.85**

**2000 John Deere 410E with 2927 hours 21,000.00**

**Net Price less Trade-Ins \$ 121,299.85**

**Warranty Terms**

410L includes • 12 Months STANDARD Full Machine Warranty

EXTENDED POWER TRAIN & HYDRAULICS WARRANTY EXPIRES 36 MONTHS/ 3000 OR WHIC

**Remarks:**

*Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.*

Chris Mazzoni - Sales Representative West Side Tractor Sales - (630) 355-7150 • Fax (630) 355-7173 -

Cmazzoni@westsidetractorsales.com

Village of Lincolnshire  
205 Schelter Rd.  
Lincolnshire, IL 60069-3035

December 11, 2017

Attn Matt,

Here are the lease terms based on the 2 NJPA numbers quoted on December 8<sup>th</sup> 2017.

**2017 John Deere 410L with trade \$ 122,299.85 (3.5% APR)**

**\$ 27088.59 per year X 5 years (first payment up front)**

**Or**

**\$ 33,860.80 per year X 5 years (\$ 0 first payment then 4 annual payments)**

**Please let me know if you have any questions regarding this quote.**

**Thank you**

Chris Mazzoni  
West Side Tractor Sales  
Cell: (630) 816-5001  
Office: (847) 526-7700  
Office Fax: (847) 526-3565  
Home Fax: (224) 678-9137  
[cmazzoni@westsidetractorsales.com](mailto:cmazzoni@westsidetractorsales.com)  
[www.westsidetractorsales.com](http://www.westsidetractorsales.com)



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NJPA Contact Information

#### HOW TO PURCHASE

Our step-by-step guide



#### Vendor Contact Info

Richard Murga

Direct Phone: 800-319-3757

option 1

[murgarichard@johndeere.com](mailto:murgarichard@johndeere.com)

[www.deere.com](http://www.deere.com)

Mark Deakne

Direct Phone: 800-319-3757

option 4

[deakynemarkr@johndeere.com](mailto:deakynemarkr@johndeere.com)

[www.deere.com/construction](http://www.deere.com/construction)

## John Deere Construction Retail Sales



**Contract#:** 032515-JDC

**Category:** Construction & Agricultural Equipment

**Description:** Construction Equipment

**Maturity Date:** 05/19/2019

Founded in 1837 and embracing the core values of Quality, Integrity, Commitment and Innovation, John Deere has been a lasting solutions provider for over 178 years. We are proud to partner with NJPA to help its members also achieve long term success. Contract 032515-JDC provides 68 models of construction equipment in 12 product groups that span the heavy, medium and compact equipment categories. Equipment on contract includes Excavators, Motor Graders, Articulated Wheel Loaders, Dozers, Backhoes and Skid Steers among others. With John Deere's vast network of authorized dealers, NJPA members can count on professional assistance, from initial sales quote to certified product maintenance.

[Click Here to Locate Your Local Dealer](#)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

\_\_\_\_\_ John Deere Construction Retail Sales \_\_\_\_\_  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director Dr. Chad Coquette  
(Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member Scott Veronen  
(Name printed or typed)

Executed this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature: \_\_\_\_\_  
Mark R. Deakyne  
Title: Contract Manager  
(Name printed or typed)

Executed this Twenty-First day of May, 20 15 NJPA Contract Number 032515-JDC

Contract Award  
RFP 032515 #

FORM D



Formal Offering of Proposal  
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES  
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only):

A handwritten signature in blue ink that reads "Mark R. Deakyne". The signature is written over a horizontal line.

Mark R. Deakyne  
(Name printed or typed)

**REQUEST FOR BOARD ACTION  
COMMITTEE OF THE WHOLE MEETING  
January 8, 2018**

**Subject:** Consideration of a Request to Authorize Purchase a John Deere 244 KII Compact-Loader (Replacing Public Works Vehicle #709) via the Northwest Joint Powers Association Joint Purchase Program from Westside Tractors, Wauconda, IL in an Amount not to Exceed \$90,000 (Village of Lincolnshire)

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**Action Requested:** Consideration, Discussion and Placement on the January 22, 2018 Consent Agenda for Approval.

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

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**Referred To:** Village Board

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**Summary / Background:**

The Public Works Department requests replacement of a 2007 Kubota RD20S Mini-Loader (Public Works Vehicle # 709). The existing mini-end loader is 10-years old and has over 865 hours on it. Upon an inspection of the machine, it was found that numerous repairs are currently needed, or will be needed in the very near future. The main articulation bearings are loose and the metal surrounding them has substantial wear. The entire machine needs to be split in two parts to replace the bearings, and perform the metal work to gain the strength back to the machine. Hydraulic lines are dry-rotting and have started to leak. The Roll-Over Protection System (ROPS) cab is rusting through, decreasing its protection in the event of an accident.

While reviewing various purchase options, Village staff obtained the Northwest Joint Powers Association (NJPA) Contract # 032515-JDC awarded to the John Deere Company. The Village of Lincolnshire may utilize the NJPA Contract as this is competitively bid, and the Village Board previously authorized participating in the NJPA in February of 2012. Westside Tractors of Wauconda, IL is the approved NJPA vender through 2021. Staff anticipates the total cost for a new replacement Front End-loader with snowplow and fork attachments to be less than \$90,000.00 (including \$15,000 trade-in of 2007 Kubota Mini-loader).

Staff has researched several options including (1) straight purchase, (2) purchase through National Joint Powers and (3) Lease Options

**Straight Loader Purchase Option:**

- Purchase Loader with no Government / Municipal Discount \$89,797.00 estimated
- Custom Job Options : Warranty, Beacon, Bucket \$9,570.97
- Destination Freight Charge : \$3400.00
- Trade-in credit of current Mini-Loader : -\$15,000

**Total Cost: \$87,767.97**

**Northwest Joint Powers Association Option:**

- Purchase Loader with (NJPA) Cost \$74,395.93 estimated
- Custom Job Options : Warranty, Beacon, Bucket \$9,570.97
- Destination Freight Charge : \$3,400.00
- Trade-in credit of current Mini-Loader : -\$15,000

**Total Cost: \$72,366.90**

**Lease Option 1:**

- 60-month lease: 5 payments of \$20,607.10 (with trade-in)
- \$0 down for first payment – 4.5% APR
- 4 payments of \$20,607.10

**Total Cost: \$82,428.40**

**Lease Option 2:**

- 60-Month Lease: 5 payments of \$16,485.69 (with trade-in)
- \$16,485.69 for first payment – 4.5% APR
- 4 payments of \$16,485.69

**Total Cost: \$82,428.45**

The following is a chart which details the options for the Village Board to consider:

Vehicle	Budget	Purchase Option	Difference Budget to Actual
#709	\$90,000	\$87,767 (straight purchase)	\$2,233
#709	\$90,000	\$72,366 (NJPA Contract)	\$17,634
#709	\$90,000	\$82,428 (lease Option 1)	\$7,572
#709	\$90,000	\$82,428 (lease Option 2)	\$7,572

**Budget Impact:** There is \$90,000 budgeted in the Public Works General Capital Fund Expenses Equipment Replacement Account 51-21-80-3709 for this purchase in the fiscal year 2018. Westside Tractors of Wauconda, IL is the approved vendor through the (National Joint Powers Association) cooperative purchasing contract.

**Service Delivery Impact:** This piece of equipment is used at North Park for loading and unloading athletic field materials such as dirt, fertilizer, top-dress mix, field dry, SOD etc. The mini-loader also includes a fork attachment which is used for unloading pallets on and off trucks and moving palletized materials throughout North Park. There is also a sweeper attachment that is used to clean parking lots, paths and sidewalks on an as needed basis. This piece of equipment is also an integral piece of the Village's snow and ice control program as it is used to plow Cul-De-Sacs and bike paths.

**Recommendation:** Staff recommends approval of this purchase of the Mini-Loader through Westside Tractor Sales Co. through the NJPA (National Joint Powers Association) in an amount not to exceed \$90,000.00

**Reports and Documents Attached:**

- December 8, 2017 Westside Tractors Price Quote
- December 11, 2018 Email-Lease Options: Westside Tractors
- NJPA Contract – John Deere

<b>Meeting History</b>	
<b>Initial Referral to Village Board (COW):</b>	<b>January 8, 2018</b>



**JOHN DEERE**



**MATT LIEWEHR  
LINCOLNSHIRE, VILLAGE OF  
1 OLDE HALF DAY ROAD  
LINCOLNSHIRE, IL  
847-883-8600**

**December 8, 2017**

**2017 John Deere 244K II Compact Loader  
NJPA Cooperative Contract 032515-JDC.**

*All the prices in the detailed sections are Per machine basis.*

**Machine Configuration**

Code	Description	Qty	Unit Price
0AM0T	244K-II COMPACT LOADER	1	89,797.00
924	EPA FT4 ENGINE	1	4,426.00
2910	3SPOOL VALVE-QUICK TATCH READY	1	IN BASE
3010	WITH RIDE CONTROL	1	2,283.00
4030	400/70R20 EM MICHELIN XMCL	1	6,181.00
8545	LESS COUPLER/QUICK TATCH READY	1	IN BASE
9300	CREEP CONTROL	1	2,096.00
<b>List Price</b>			<b>\$ 104,783.00</b>
<b>Discount 29%</b>			<b>\$ 30,387.07</b>
<b>Net Price</b>			<b>\$ 74,395.93</b>

**Custom Jobs**

Code	Description	Qty	Price
	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	735.00
	Dealer Provided Delivery	1	600.00
	Labor for field installed kits	1	1,530.00
Ext Warranty	EXTENDED COMPREHENSIVE WARRANTY EXPIRES IN 36	1	2,124.86
AT390659	ELECTRIC ATTACH CONTROL KIT	1	1,769.96
AT412608	QUICKTATCH ELECTRIC	1	432.36
AT413237	1.1 CU M LOADER BUCKET	1	2,210.76
LW9069320	ROTARY BEACON LIGHT	1	168.04
<b>Total Price</b>			<b>\$ 9,570.97</b>

**Quote Summary (per unit)**

Item Description	Prices
Machine Net Price	\$ 74,395.93
Custom Jobs	\$ 9,570.97
<b>Price per Machine</b>	<b>\$ 83,966.90</b>
<b>Destination</b>	<b>Freight Charge</b>
Naperville, IL 60563	\$ 3,400.00

<b>Total Net Price Quantity (1)</b>	<b>\$ 87,366.90</b>
<b>2007 Kubota RD20S with 861 hours</b>	<b>15,000.00</b>
<b>Net Price less Trade-Ins</b>	<b>\$ 72,366.90</b>

**Warranty Terms**

244K II includes BASIC WARRANTY EXPIRES IN 12 MONTHS

EXTENDED COMPREHENSIVE WARRANTY EXPIRES IN 36 MONTHS/ 3000 HOURS WHICHEVE

**Remarks:**

*Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.*

Chris Mazzoni - Sales Representative West Side Tractor Sales - (630) 355-7150 • Fax (630) 355-7173 -  
Cmazzoni@westsidetractorsales.com



Village of Lincolnshire  
205 Schelter Rd.  
Lincolnshire, IL 60069-3035

December 11, 2017

Attn Matt,

Here are the lease terms based on the 2 NJPA numbers quoted on December 8<sup>th</sup> 2017.

**2017 John Deere 24K II with trade \$ 72,366.90 (4.5% APR)**

**\$ 16,485.69 per year X 5 years (first payment up front)**

**Or**

**\$ 20,607.10 per year X 5 years (\$ 0 first payment then 4 annual payments)**

**Please let me know if you have any questions regarding this quote.**

**Thank you**

Chris Mazzoni  
West Side Tractor Sales  
Cell: (630) 816-5001  
Office: (847) 526-7700  
Office Fax: (847) 526-3565  
Home Fax: (224) 678-9137  
[cmazzoni@westsidetractorsales.com](mailto:cmazzoni@westsidetractorsales.com)  
[www.westsidetractorsales.com](http://www.westsidetractorsales.com)



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## John Deere Construction Retail Sales



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NJPA Contact Information

### HOW TO PURCHASE

Our step-by-step guide



### Vendor Contact Info

Richard Murga

Direct Phone: 800-319-3757

option 1

[murgarichard@johndeere.com](mailto:murgarichard@johndeere.com)

[www.deere.com](http://www.deere.com)

Mark Deakne

Direct Phone: 800-319-3757

option 4

[deakynemarkr@johndeere.com](mailto:deakynemarkr@johndeere.com)

[www.deere.com/construction](http://www.deere.com/construction)

**Contract#:** 032515-JDC

**Category:** Construction & Agricultural Equipment

**Description:** Construction Equipment

**Maturity Date:** 05/19/2019

Founded in 1837 and embracing the core values of Quality, Integrity, Commitment and Innovation, John Deere has been a lasting solutions provider for over 178 years. We are proud to partner with NJPA to help its members also achieve long term success. Contract 032515-JDC provides 68 models of construction equipment in 12 product groups that span the heavy, medium and compact equipment categories. Equipment on contract includes Excavators, Motor Graders, Articulated Wheel Loaders, Dozers, Backhoes and Skid Steers among others. With John Deere's vast network of authorized dealers, NJPA members can count on professional assistance, from initial sales quote to certified product maintenance.

[Click Here to Locate Your Local Dealer](#)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

\_\_\_\_\_ John Deere Construction Retail Sales \_\_\_\_\_  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director Dr. Chad Coquette  
(Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member Scott Veronen  
(Name printed or typed)

Executed this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature: \_\_\_\_\_  
Mark R. Deakyne  
Title: Contract Manager  
(Name printed or typed)

Executed this Twenty-First day of May, 20 15 NJPA Contract Number 032515-JDC

Contract Award  
RFP 032515 #

FORM D



Formal Offering of Proposal  
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES  
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only):

A handwritten signature in blue ink that reads "Mark R. Deakyne". The signature is written over a horizontal line.

Mark R. Deakyne  
(Name printed or typed)

**REQUEST FOR BOARD ACTION  
COMMITTEE OF THE WHOLE MEETING  
January 8, 2018**

**Subject:** Consideration of a Request to Authorize Purchase a 2018 Falcon MI10257 Trailer Mounted Heated Asphalt-Box Via the Northwest Joint Powers Association Joint Purchase Program from Midwest Paving Equipment, Inc., Glen Ellyn, IL in an Amount not to Exceed \$35,000 (Village of Lincolnshire)

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**Action Requested:** Consideration and Placement on the January 22, 2018 Consent Agenda for Approval.

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

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**Referred To:** Village Board

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**Summary / Background:**

The Public Works Department requests purchase of a MI10257 Trailer Mounted Heated Asphalt-Box. The addition of an Asphalt Repair "Hot Box" will greatly enhance Public Work's pavement repair operations. A hot-box is a trailer mounted piece of equipment that performs multiple useful functions including: heating and transporting of cold patch for pothole filling; transporting and maintaining hot mix temperatures, allowing material to hold/store hot asphalt mix overnight and also reheat cooled hot mix. Currently, staff only has the capability of using cold patch stored in the back of a small dump truck. Cold mix is not the most desirable way of repairing potholes, paths, and roadways. When hot mix is used, the repair is more permanent. The current practice of keeping cold mix on the back of a dump truck has drawbacks. The material must be dumped during snow and ice control events; has limited use in the summer; and causes the truck to be very dirty and oily, bringing down its resale value.

While reviewing various purchase options, Village staff obtained the Northwest Joint Powers Association (NJPA) Contract # 052417-FRM awarded to Falcon Asphalt Repair Equipment. The Village of Lincolnshire may utilize the NJPA Contract as this is competitively bid, and the Village Board previously authorized participating in the NJPA in February of 2012. Midwest Paving Equipment of Glen Ellyn, IL is the approved NJPA vender through 2021.

Staff has researched several options including (1) straight purchase, (2) purchase through National Joint Powers and (3) Lease Options

**Straight Hot Asphalt Box Purchase Option:**

- Trailer Mounted Hot Asphalt Box Cost: \$33,815.00

**Total Cost: \$33,815.00**

**Northwest Joint Powers Association Option:**

- Trailer Mounted Hot Asphalt Box Cost: \$29,424.00
- Destination Freight Charge : \$620.00

**Total Cost: \$30,044.00**

**Lease Option:**

- Trailer Mounted Hot Asphalt Box Cost: \$30,044.00
- \$0 down for first payment – 1.12% APR
- 5 payments of \$6,777.51

**Total Cost: \$33,887.55**

The following is a chart which details the options for the Village Board to consider:

Equipment #	Budget	Purchase Option	Difference Budget to Actual
# tbd (New)	\$35,000	\$33,815 (straight purchase)	\$1,185
# tbd (New)	\$35,000	\$30,044 (NJPA Contract)	\$4,956
# tbd (New)	\$35,000	\$33,887 (lease Option)	\$1,113

**Budget Impact:** There is \$35,000 budgeted in the Public Works General Capital Fund Expenses Equipment Account 51-12-80-3500 for this purchase in the fiscal year 2018. Midwest Paving Equipment of Glen Ellyn, IL is the approved vendor through the (National Joint Powers Association) cooperative purchasing contract through 2021.

**Service Delivery Impact:** With this equipment, hot mix can be used all year long. Even when the asphalt plants stop producing hot mix in the winter, this machine can re-heat the stored mix in any weather conditions.

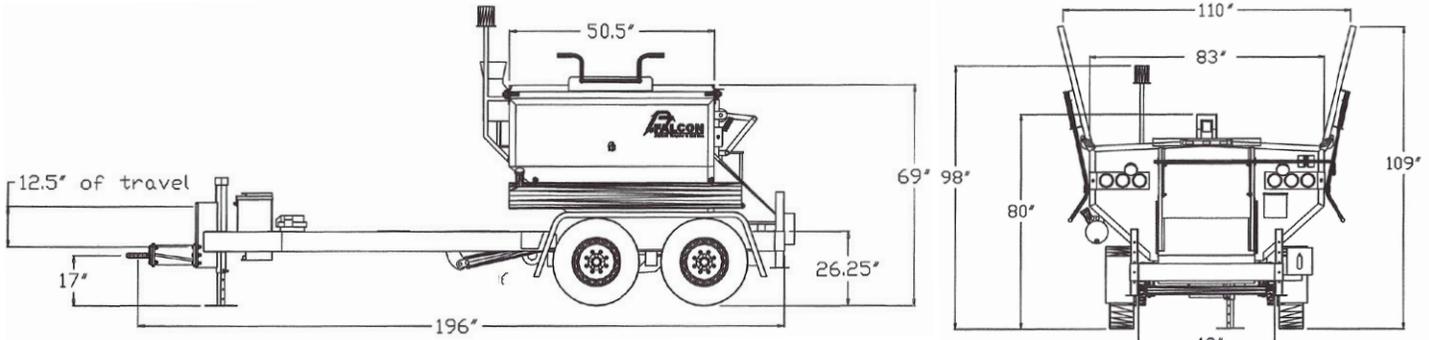
**Recommendation:** Staff recommends approval of this purchase of the Trailer Mounted Heated Asphalt-Box via Midwest Paving Equipment, Inc. through the NJPA (National Joint Powers Association) in an amount not to exceed \$35,000.00

**Reports and Documents Attached:**

- Specifications Sheet – 2-Ton Asphalt Box
- June 20, 2017 Midwest Paving Equipment, Inc. Price Quote
- December 1, 2017 Email - Lease Options: National Cooperative Leasing
- NJPA Contract - Falcon Road Maintenance Equipment

Meeting History	
Initial Referral to Village Board (COW):	January 8, 2018

# 2 TON ASPHALT HOT BOX AND RECYCLER



Type	2 Ton Trailer
Capacity	4,000 lbs of material
Base Weight	3,350 lbs
Weight loaded with material	7,350 lbs
GVWR	7,000 lbs (Dump box): 9,810 lbs
Fuel Source	Diesel
Fuel Capacity	15 gallons for dump box - 18 gallons on fixed trailer
Burner Type	105,000 BTU Diesel Beckett burner w/electronic spark ignite
Number of burners	1 (options for dual burner)
Unloading door	Insulated guillotine, 16"Hx33" W
Loading doors	Manual 50"L x 41"W
Hopper opening	110" - doors open
Width	83"
Length	16'
Height	69"
Construction	Triple wall insulated – air jacketed 10 gauge capping channel and corner molding (adds structural integrity) Hopper floor heated – ¼" steel Wiring is external to hopper
Axles	Double eye leaf springs, Single axle - Tandem axle on dump box
Tires	8-bolt wheels w/9x14.5" tire upgrade option to 16" tires
Brakes	Electric brakes with safety breakaway
Hitch	2.5" pintle eye
Paint	Blasted and painted with two coats of epoxy primer and urethane finish
Frame	Tubular steel frame with boxed-in and enclosed gussets
Asphalt repair areas	9'x9'x4" depth (80 potholes 1'x1'x4" depth)
Warranty	Two year machine warranty, lifetime frame warranty

## Falcon Asphalt Repair Equipment

2000 Austin Street  
Midland, MI 48642  
sales@falconrme.com

Phone: (989) 495-9332  
Fax: (989) 495-9342  
www.falconrme.com

**WWW.FALCONRME.COM**



## 2 TON ASPHALT HOT BOX AND RECYCLER

### STANDARD:

- Battery charger package
- Automatic temperature control
- VIP technology
- One piece ceramic combustion chamber (diesel)
- Diamond tread plate hopper access platform
- Heated shoveling platform
- 12 volt deep cycle batteries
- Conspicuity tape

### OPTIONS:

- Hydraulic dump function
- Dual burner recycling package
- Hydraulic loading and unloading doors
- LED light upgrades including LED arrow board
- 30 gallon tack tank with spray system and hose reel
- Basket for mounting compactor
- Wash-down system
- 24-hour or 7-day timer
- Short frame - 14'
- XL frame - 18', 20'
- Electric overnight heat
- Hoist - manual or electric
- Tire upgrade
- Propane torch with bracket
- Other customizable options available

Falcon hot boxes and recyclers give you unparalleled **versatility**. You can **transport cold mix**, keeping it warm during the winter months and making it easier to work with; you can **transport hot mix and keep it hot all day**; and you can **hold hot mix overnight**, keeping it warm for up to 48 hours. You can also **reclaim unused hot mix**, eliminating the waste of good material, and you can **recycle asphalt chunks and millings**. All of this makes Falcon the most versatile machine you can buy for pavement preservation.

All Falcon machines are built with pride in Midland, Michigan and come with the following standard features: **patented heat management system** featuring a 5-year maintenance-free combustion chamber, **large unloading door** for easy access, **patented VIP system** to eliminate damage from low voltage, a **2-year machine warranty and lifetime frame warranty**, an emphasis on **curbside safety** and easy platform work surfaces, and a durable and **reliable dump system**.

### THE FALCON ADVANTAGE



Large Unloading Door For Easy Access



Patented Heat Management System



Platform For Safe, Easy Hopper Access



Patented VIP - Low Voltage Shutdown



Dump System - Pivot Point & V-Body



Lifetime Frame Warranty

Falcon Asphalt Repair Equipment  
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[WWW.FALCONRME.COM](http://WWW.FALCONRME.COM)



Midwest Paving Equipment, Inc.  
 757 DuPage Blvd Suite 2387  
 GLEN ELLYN, IL 60137  
 (630) 453-0772

Midwest Paving Equipment, Inc.

## ESTIMATE

### ADDRESS

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

### SHIP TO

Village Of Lincolnshire  
 205 Schelter Road  
 Lincolnshire, IL 60069

ESTIMATE # 1067

DATE 06/20/2017

EXPIRATION DATE 07/20/2017

ACTIVITY	QTY	RATE	AMOUNT
<b>MI10257a</b> 2-Ton Trailer 12-Volt Battery, Triple Wall, Insulated, Single Diesel or Vapor Draw Propane Burner, Auto Temp Control, VIP Technology, One-Piece Ceramic Combustion Chamber (Diesel), 92% Fuel Efficiency (Diesel), Single Axle Trailer w/ Tubular Steel Frame (7,000 lb. GVWR), Electric Brakes w/ Safety Breakaway, Diamond Treadplate Hopper Access Platform, 8-Bolt Wheels w/ 9 x 14.5" Tires, Manual Loading Doors, Manual Unloading Door, Shoveling Apron and Conspicuity Tape Base Model Weight: 2,850 lbs. Base Model Dimensions: 14' L x 83" W (Hopper) x 70" H (Top of Hopper to Ground) Note: A 2-Ton Single Axle Trailer is Limited in What Options it is Able to Accommodate, Please Check with Falcon if Tandem Axle Frame Upgrade or Single Frame Extension are Necessary Based on Options Selection	1	17,233.00	17,233.00
<b>NJP0002</b> Dump Box- Hopper tilts by means of two hydraulic cylinders and is powered by an onboard 12 volt electric over hydraulic power pack	1	5,200.00	5,200.00
<b>NJP0003</b> Tandem Axle Upgrade for 2-Ton Single Axle Trailer - Required for Dump Box Option and May be Required w/o Dump Box Depending on Options (2-Ton Trailer GVWR at 9,810 lbs. w/ Tandem Axle)	1	2,120.00	2,120.00
<b>NJP0050</b> Extended Trailer Hitch - 2 Feet Total (Not Available w/ 6-Ton Trailer or Surge Brake Trailers)	1	162.00	162.00
<b>NJP0026</b> LED Upgrade (Two Red LED 4" Round Stop/tail/turn and One Amber Strobe per side and LED marker lights)	1	543.00	543.00

ACTIVITY	QTY	RATE	AMOUNT
<b>NJP0021</b> Arrow Stick - LED	1	1,098.00	1,098.00
<b>NJP0058</b> Hour Meter (Primary Burner)	1	184.00	184.00
<b>NJP0030</b> Release Agent Sprayer Bracket	1	295.00	295.00
<b>NJP0043</b> 16' Tire Upgrade for 2-Ton, 3-Ton, and 4-Ton Tandem Axle Trailers	1	884.00	884.00
<b>NJP0065</b> Spare Tire & 8 bolt Wheel (16" Tire)	1	308.00	308.00
<b>NJP0071</b> Tool Holder - 5-Positions	1	164.00	164.00
<b>NJP0069</b> Timer - 24-hour	1	328.00	328.00
<b>NJP0029</b> Strobe Warning Light	2	370.00	740.00
<b>NJP0067</b> Step (to Hopper Access Platform)	1	165.00	165.00
<b>Freight</b>	1	620.00	620.00
<b>Warranty</b> Two Year Factory, Lifetime Frame Warranty	1	0.00	0.00
<b>Manual</b> Operator, Parts and Service Manual	1	0.00	0.00
<b>Training</b> On-site Operation and Service Training	1	0.00	0.00

Prices are 2018 NJPA prices.

\*\* Current NJPA contract would be almost \$2000.00 savings if purchased on the current contract that runs through 12/31/17.

TOTAL

**\$30,044.00**

Accepted By

Accepted Date



December 1, 2017

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

**Re: Municipal Lease/Purchase Financing Proposal**

Dear Sir or Madam:

Lease Servicing Center, Inc. dba National Cooperative Leasing (“NCL”) is pleased to propose to the Village of Lincolnshire the following tax-exempt Lease/purchase transaction as outlined below. Under this transaction, the Village of Lincolnshire would enter into a municipal Lease/purchase agreement with NCL for the purpose of acquiring a MI10257a Trailer. This transaction is subject to formal review and approval by both the Lessor and Lessee.

<b>LESSEE:</b>	Village of Lincolnshire
<b>LESSOR:</b>	Lease Servicing Center, Inc. dba National Cooperative Leasing & it’s assigns
<b>EQUIPMENT:</b>	MI10257a Trailer
<b>EQUIPMENT COST:</b>	\$30,044.00
<b>DOWN-PAYMENT:</b>	\$0
<b>AMOUNT FINANCED:</b>	<u>\$30,044.00</u>
<b>TERM:</b>	<u>5 Years</u>
<b>ANNUAL LEASE PAYMENTS:</b>	\$6,777.51
<b>FIRST PAYMENT DUE:</b>	1 Month from Lease Commencement
<b>PURCHASE OPTION:</b>	\$1.00
<b>PRICING:</b>	The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee by December 31, 2017 and the transaction closes/funds prior to January 31, 2018. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.
<b>DOCUMENTATION FEE:</b>	\$250 paid to Lessor at closing

**DOCUMENTATION:** Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of lessee.

**TITLE / INSURANCE:** Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

**TAX STATUS:** Interest under the Financing will be tax-exempt and shall be designated by Lessee as a Qualified Tax Exempt Obligation pursuant to Section 265(b)(3) of the IRS Code.

**NJPA CONTRACT:** NCL has been competitively bid and awarded a contract through the National Joint Powers Alliance (NJPA). **NCL's NJPA Contract # is 032615-NCL.**

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (866) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jake Ost -(866) 763-7600

[jost@lscfinancial.com](mailto:jost@lscfinancial.com)

**ACCEPTANCE**

As a duly authorized agent of the Village of Lincolnshire, I hereby accept the terms of this proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

Home > Cooperative Purchasing > Contracts - Fleet > Roadway Maintenance, Asphalt, Snow & Ice > Falcon Road Maintenance Equipment



## Falcon Road Maintenance Equipment



**Contract#:** 052417-FRM

**Category:** Roadway Maintenance, Asphalt, Snow & Ice

**Description:** Asphalt Recycling, Hot Box and Patching Equipment

**Maturity Date:** 10/02/2021

Falcon Asphalt Repair Equipment manufactures equipment to repair potholes, patches, utility cuts, and trenches. Available from 1/2 ton - 8 ton capacity, Falcon equipment will:

1. Recycle leftover asphalt chunks and millings
2. Hold and transport hot mix for days
3. Heat and reheat cold patch

Falcon's patented high-efficiency heat management system has a 92% (diesel burner) combustion efficiency rating making it extremely fuel efficient. In fact, a Falcon asphalt recycler & hot box uses less than 3 gallons of fuel per 8-hour shift. Also, Falcon offers a two-year machine warranty and a lifetime frame warranty.

[Overview](#)

[Contract Documentation](#)

[Pricing](#)

[Marketing Materials](#)

[NJPA Contact Information](#)

**HOW TO PURCHASE** ?  
[Our step-by-step guide](#)

### Vendor Contact Info

Ric Simon  
Direct Phone: 248-207-1783  
[ric@falconrme.com](mailto:ric@falconrme.com)  
[www.falconrme.com](http://www.falconrme.com)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 052417-FRM

Proposer's full legal name: Falcon Road Maintenance Equipment, LLC

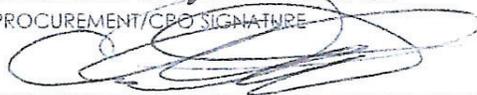
**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be October 2, 2017 and will expire on October 2, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on September 29, 2017

NJPA Contract # 052417-FRM

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Falcon Road Maintenance Equipment, LLC

Authorized Signatory's Title VICE-PRESIDENT

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on 10/2, 2017

NJPA Contract # 052417-FRM

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: Falcon Repair Maintenance Equipment, LLC

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature:  Date: 5-19-17

**NJPA's clarification on exceptions listed above:**

Review and Approved:  
 7/27/17  
NJPA Legal Department

**REQUEST FOR BOARD ACTION  
Committee of the Whole  
January 8, 2018**

<b>Subject:</b>	Approval of a Reciprocal Reporting Agreement Between Adlai Stevenson High School District #125 and Village of Lincolnshire
<b>Action Requested:</b>	Consideration and Direct Placement on January 22, 2018 Consent Agenda
<b>Originated By/Contact:</b>	Joseph Leonas, Chief of Police
<b>Referred To:</b>	Village Board

**Summary / Background:**

In September 2000, the Lincolnshire Police Department entered into an agreement with Adlai Stevenson High School District 125 in order to foster cooperation and improve the flow of information between educators and law enforcement officials. This agreement is established and maintained under the authority of Section 10-20.14 of the Illinois School Code, and in compliance with Sections 1-7 and 5-905 of the Juvenile Court Act.

Since the agreement was established, changes have been made to the criminal code. A new agreement has been created to reflect the changes in the type of information shared between School District 125 and the Lincolnshire Police Department. Highlights of some of the changes are listed below:

- Removes arrests for any offense classified as a felony or a Class A or B misdemeanor – replaces it with the Forcible Felony requirement
- Includes specific offenses in Article 12 – Bodily Harm
- Includes violations of:
  - the Methamphetamine Control and Community Control Act
  - the Harassing and Obscene Communications Act
  - the Hazing Act
- Includes additional reporting requirements by the School District:
  - Criminal activity
  - Incidents involving a firearm
  - Incidents involving drugs
  - Battery to school personnel
  - Time requirements for reporting violations
  - Disclosure of school records

Village Attorney Adam Simon and the attorney for District #125 have reviewed the proposed reporting agreement. Staff and Attorney Simon will be available at Monday's meeting to respond to any questions regarding the proposed agreement.

**Budget Impact:**

None

**Recommendation:**

Staff requests Village Board consideration and direct placement of of this Agreement as submitted on the consent agenda for the January 22, 2108 Regular Village Board meeting for approval.

**Reports and Documents Attached:**

- Proposed Agreement
- Previously Signed Agreement (9/2000)

<b>Meeting History</b>	
<b>Initial Referral to Village Board (COW):</b>	<b>January 8, 2018</b>
<b>Regular Village Board Meeting:</b>	

## **RECIPROCAL REPORTING AGREEMENT**

THIS AGREEMENT between Adlai Stevenson High School District No. 125, Lake County, Illinois and the Village of Lincolnshire, Illinois, is established and maintained under the authority of Section 10-20.14 of the Illinois School Code, and in compliance with Sections 1-7 and 5-905 of the Juvenile Court Act. This Agreement is entered into and maintained in order to foster cooperation and improve the flow of information between educators and law enforcement officials. That cooperation and flow of information is essential in providing the safe, healthy and violence-free school environment to which all children are entitled, and which all children need to thrive and learn.

This Agreement is established after discussion among the undersigned, and in cooperation with the School District's parent-teacher advisory committee, resulting in a consensus.

The consensus recognizes the need for appropriate school officials and law enforcement officials to have access to information regarding activities of minor students in and out of school, so that they may work together in an efficient manner to prevent, eliminate and discourage acts of crime, violence and intimidation.

The consensus further recognizes and determines that involvement of the Village of Lincolnshire Police Department ("Police Department") is essential to achieving the objectives of this Agreement.

Mindful of the Police Department's officers' sworn obligations, including to assist in the investigation and prevention of crime, both in schools and in the community at large, the consensus determines that the Police Department is a law enforcement agency and a necessary party to this Agreement.

In respect to the legislative mandate and in recognition of our responsibilities in providing a safe, orderly and predictable school environment, the undersigned have established and agree to abide by the following protocols for the sharing of information among our agencies:

- 1) The Police Department shall designate a person who shall transmit information and receive information pursuant to this Agreement. The Police Department will further designate at least one additional designee who shall perform the duties of the designee in the event of the designee's unavailability.
- 2) For purposes of this Agreement, the School District will provide the Police Department with a list of at least two designees. The designees identified in the list shall be considered the "Appropriate School Officials" for purposes of Sections 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act (705 ILCS 405/1-7(A)(8) and 705 ILCS 5-905(1)(h)) whom the School District has determined to have a legitimate educational or safety interest.
- 3) The parties may designate additional designees as warranted and in accordance with applicable law.
- 4) Information may be communicated verbally among the designees at any time deemed necessary by the designees.
- 5) Information authorized to be communicated in written form may be transmitted among the designees by any agreed-upon method, including but not limited to United States mail, personal delivery, or e-mail; such sharing of written information may be according to an agreed-upon schedule, or on an as-needed basis.
- 6) The undersigned shall develop procedures for their individual agencies designed to ensure that any such information is not available to employees or other persons other than as authorized by this Agreement and applicable State and federal law.
- 7) No information provided to the receiving agency under this Agreement shall be disclosed or made available in any form by the receiving agency to any person or agency outside this Agreement unless specifically authorized by law.
- 8) The Police Department will provide copies of law enforcement records to, or permit inspection of those records by, Appropriate School Officials, for any minor enrolled in the School District if the minor has been arrested or

taken into custody before his or her 18th birthday for any of the offenses listed below, provided that the Police Department believes that there is an imminent threat of physical harm to students, school personnel or others who are present in the school or on school grounds. Inspection and copying shall be limited to law enforcement records transmitted to the Appropriate School Officials.

- a) Any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012;
- b) A violation of the Illinois Controlled Substance Act;
- c) A violation of the Cannabis Control Act;
- d) A forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012;
- e) A violation of the Methamphetamine Control and Community Protection Act;
- f) A violation of Section 1-2 of the Harassing and Obscene Communications Act;
- g) A violation of the Hazing Act; or
- h) A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012.

The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the Appropriate School Officials to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school.

Any information provided to Appropriate School Officials whom the school has determined to have a legitimate educational or safety interest by the Police Department about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the Appropriate School Officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the Police Department shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record.

- 9) All information should include the names of all involved persons, including those of students and minors, except where prohibited by law.
- 10) All information should be transmitted as promptly as possible after received by the originating agency.
- 11) The School District will report information to the Police Department as follows:
  - a) The School District may report criminal activities or suspected criminal activities occurring in school, on school grounds, at a school-related activity, or against school property, personnel or other students.
  - b) As required by School Code Section 10-27.1A (105 ILCS 5/10-27.1A), the School District will report any verified incident involving a firearm in a school, on school property, on any vehicle used by the school to transport students to or from school or a school-related activity, or on any public way within 1,000 feet of school grounds.
  - c) As required by School Code Section 10-27.1B (105 ILCS 5/10-27.1B), the School District will report any verified incident involving drugs in a school, on school property, or on any vehicle used by the school to transport students or school personnel. For purposes of this paragraph, “drugs” means “cannabis” as defined in Section 3(a) of the Cannabis Control Act, “narcotic drug” as defined in Section 102(aa) of the Illinois Controlled Substances Act, or “methamphetamine” as defined in Section 10 of the Methamphetamine Control and Community Protection Act.
  - d) As required by School Code Section 10-21.7 (105 ILCS 5/10-21.7), upon receipt of a written complaint from any school personnel, the School District will report incidents of battery committed against school personnel.
  - e) As required by Section 2 of the School Reporting of Drug Violations Act (105 ILCS 127/2), within 48 hours of becoming aware of the incident, the School District will report violations of Section 5.2 of the Cannabis Control Act, violations of the Methamphetamine Control and Community Protection Act, and violations of Section 401 or Section 407(b) of the Illinois Controlled Substances Act, when the violations occur in a school, on school property, on any vehicle used by the school to transport

students to or from school or a school-related activity, or on a public way within 1,000 feet of a school.

- 12) The School District may disclose student records and student record information only to the extent permitted by law, including, but not limited to, the Illinois School Student Records Act, the federal Family Educational Rights and Privacy Act, the Individuals with Disabilities Education Act, and the Juvenile Court Act.
- 13) The Illinois Criminal Code and the Juvenile Court Act shall be used as references for definitions.

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.

This Agreement will become effective on the date on which it is fully executed by all parties. All terms and conditions as set forth in this Agreement shall remain in full force and effect until either the Village Board or the School District 125 Board of Education officially votes to terminate this Agreement.

IN WITNESS WHEREOF, each of the parties, by its duly authorized representative, has executed this Agreement on the date set forth below.

\_\_\_\_\_  
President, Board of Education  
Adlai Stevenson High School District No. 125

Attest: \_\_\_\_\_  
Secretary, Board of Education

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor Elizabeth J. Brandt  
Village of Lincolnshire

Attest: \_\_\_\_\_  
Village Clerk

Dated: \_\_\_\_\_

## RECIPROCAL REPORTING AGREEMENT

THIS AGREEMENT between Adlai Stevenson High School District No. 125, Lake County, Illinois, and the Police Department of Lincolnshire, Illinois, is established and maintained under the authority of Section 10-20.14 of the Illinois School Code, and in compliance with Sections 1-7 and 5-905 of the Juvenile Court Act. This Agreement is entered into and maintained in order to foster cooperation and improve the flow of information between educators and law enforcement officials. That cooperation and flow of information is essential in providing the safe, healthy and violence-free school environment to which all children are entitled, and which all children need to thrive and learn.

This Agreement is established after discussion among the undersigned, and with the input of all local parent-teacher advisory committees, resulting in a consensus.

The consensus recognizes the need for educators and law enforcement officials to have access to information regarding activities of minor students in and out of school, so that they may work together in an efficient manner as possible to prevent, eliminate and discourage acts of crime, violation and intimidation.

That consensus further recognizes and determines that involvement of the Police Department of Lincolnshire ("Police Department") is essential to achieving the objectives of this Agreement. Mindful of the Police Department's officers' sworn obligations, including to assist in the investigation and prevention of crime, both in schools and in the community at large, the consensus determines that the Police Department's office is a law enforcement agency and properly a party to this Agreement.

That consensus defines information as any fact, or reasonable inference drawn from any fact or combination of facts, pertaining to any activity or suspected activity which would jeopardize the

safe, orderly and violence-free environment of a school, including gang-related activity; or any fact, or reasonable inference drawn from any fact or combination of facts, pertaining to any criminal or gang-related activity or suspected criminal or gang-related activity.

In respect to the legislative mandate and in recognition of our responsibilities in providing a safe, orderly and predictable school environment, the undersigned have established and agree to abide by the following protocols for the sharing of information among our agencies:

- 1) Each party to this Agreement shall designate a person who shall transmit information and receive information from the designees of each agency;
- 2) The undersigned may further designate an additional designee who shall perform the duties of the designee in the event of the designee's unavailability;
- 3) The undersigned may perform the duties of the designee at any time the undersigned feels such performance would further the objectives stated in this Agreement;
- 4) Information may be communicated verbally among the designees at any time deemed necessary by the designees;
- 5) Information may also be verbally communicated among the designees during meetings called for that purpose; such meetings may be held according to a schedule, or may be called by any designee on an as-needed basis;
- 6) Information in written form may be transmitted among the designees by any agreed-upon method, including but not limited to, United States mail, delivery or facsimile transmission; such sharing of written information may be according to an agreed-upon schedule, or on an as-needed basis;
- 7) All information, whether verbal or written, may be further disseminated by any designee to any employees of his or her agency, to the extent permitted by law, when the designee believes such further dissemination is necessary to further the objectives stated in this Agreement. The agency disseminating the information to other employees of said agency shall be solely responsible for such further dissemination and shall hold the sending agency harmless and

indemnified if any claims result from such further dissemination;

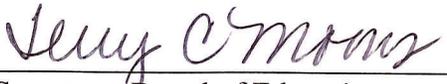
- 8) The undersigned shall develop procedures for their individual agencies designed to ensure that any such information is not available to employees or other persons other than as authorized by this Agreement and applicable State and federal law;
- 9) No information provided to the receiving agency under this Agreement shall be disclosed or made available in any form by the receiving agency to any person or agency outside this Agreement unless specifically authorized by law;
- 10) Law enforcement records may be transmitted to or copied by the school's designee when the record concerns a minor enrolled in a school within District 125:
  - a) who has been arrested for any offense classified as a felony or a Class A or B misdemeanor (705 ILCS 405/5-905);
  - b) who has been arrested or taken into custody for any of the following offenses: unlawful use of weapons under Section 24-1 of the Criminal Code (720 ILCS 5/24-1), violation of the Illinois Controlled Substances Act (720 ILCS 570/100, et seq.), violation of the Cannabis Control Act (720 ILCS 550/1. et seq.), or a forcible felony as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8) (705 ILCS 405/1-7);
  - c) following any adjudication of delinquency for a crime which would be a felony if committed by an adult, or following any adjudication of delinquency for a violation of Section 24-1, 24-3, 24-3.1, or 24-5 of the Criminal Code (720 ILCS 5/24-1, 5/24-3, 5/24-3.1, or 5/24-5) (705 ILCS 405/1-8(F))(705 ILCS 405/1-8(F));  
or
  - d) who has engaged in any criminal conduct affecting the safety of school students, personnel, or property;

- 11) Contents of law enforcement records may be further disseminated as provided for in paragraph (7) above, subject to safeguards and restrictions described in paragraphs (8) and (9);
- 12) All information should include the names of all involved persons, including those of students and minors;
- 13) All information should be transmitted as promptly as possible after received by the originating agency;
- 14) The school designee's responsibility under this Agreement shall include information pertaining to activities of a criminal or suspected criminal occurring in school, on school grounds at a school-related activity, or by or against school property, personnel or other students;
- 15) Student records may be disclosed only to the extent permitted by law, including the Illinois School Student Records Act, the federal Family Education Rights and Privacy Act, the IDEA Amendments of 1997, and the Illinois Courts Act; and
- 16) The Illinois Criminal Code, the Juvenile Court Act and the School/Law Enforcement Relations Handbook, prepared by the Education/Law Enforcement Committee shall be used as references for definitions.

All terms and conditions as set forth in this Agreement shall remain in full force and effect until either the Village Board or the School District 125 Board of Education officially votes to terminate this Agreement. This Agreement shall go into effect 9/18, 2000 or sooner, if so mutually determined by the parties.

  
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 On Behalf of the Police Department  
 Of Lincolnshire, Illinois

  
 \_\_\_\_\_  
 President, Board of Education  
 Adlai Stevenson High School District No. 125

Attest:   
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 Secretary, Board of Education

Dated: 9/6/2000  
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Dated: 9/18/00  
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