

**AGENDA**  
**COMMITTEE OF THE WHOLE MEETING**  
**Village Hall – Board Room**  
**Monday, March 26, 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 March 12, 2018 Committee of the Whole Meeting Minutes

**3.0 ITEMS OF GENERAL BUSINESS****3.1 Planning, Zoning and Land Use**

- 3.11 Consideration of a Request to Waive Internal Fees for a Special Education Facility, 16139 W. Port Clinton Road (Adlai E. Stevenson High School District 125)

- 3.12 Consideration of an Ordinance Approving a Four Month Extension of Preliminary Plat of Subdivision for Lincolnshire Trails Planned Unit Development (KZF Development/Stack Real Estate)

**3.2 Finance and Administration**

- 3.21 Consideration of a Resolution Authorizing the Retention of a Municipal Advisor, the Engagement of Bond Counsel, and the Selection of an Underwriter, by the Village of Lincolnshire, Lake County, Illinois each with Respect to the Proposed Issuance by the Village of Bonds to Refund Certain Outstanding Obligations of the Village (Village of Lincolnshire – Sedgebrook SSA)

**3.3 Public Works**

- 3.31 Consideration and Discussion of Staff Recommendations Regarding Updates to the All-Natural Hazard Mitigation Plan (Village of Lincolnshire)

- 3.32 Presentation and Discussion of Upcoming Water System Improvements (Village of Lincolnshire)

**3.4 Public Safety****3.5 Parks and Recreation****3.6 Judiciary and Personnel****4.0 UNFINISHED BUSINESS****5.0 NEW BUSINESS****6.0 EXECUTIVE SESSION****7.0 ADJOURNMENT**



**MINUTES  
COMMITTEE OF THE WHOLE MEETING  
Monday, March 12, 2018**

Present:

Mayor Brandt	Trustee Feldman
Trustee Grujanac	<del>Trustee Hancock</del>
<del>Trustee McDonough</del>	Trustee Servi
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	Economic Development Coordinator Zozulya

**ROLL CALL**

Mayor Brandt called the meeting to order at 7:15 p.m. and Village Clerk Mastandrea called the Roll.

**2.0 APPROVAL OF MINUTES**

**2.1 Acceptance of the February 26, 2018 Committee of the Whole Meeting Minutes**

The minutes of the February 26, 2018 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 an Ordinance Amending Ordinance #11-3191-13A Related to Marriott's Lincolnshire Resort Master Sign Plans (Directional and Wall Signs - Marriott Lincolnshire)**

Economic Development Coordinator Zozulya provided a summary of a proposed Ordinance amending Ordinance 11-3191-13A related to Marriott's Lincolnshire Resort Master Sign Plans to identify the College Park Athletic Club (CPAC) as the new tenant of the racquet club building. The Architectural Review Board (ARB) reviewed the proposed changes and recommended approval subject to the petitioner providing appropriate treatment of the building wall to ensure the traces of the old box sign are not visible after removal.

Mr. Ken Pywell, Owner of Signarama Deerfield, representing CPAC provided a presentation highlighting the proposed changes to the Marriott's Lincolnshire Resort Sign Plans.

Trustee Servi asked if the current wall sign for the Racquet Club is

backlit. Mt. Pywell stated the box gets lit internally and shines through the letters.

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

### **3.12 Consideration of a Resolution Authorizing Publication of the 2018 Zoning Map (Village of Lincolnshire)**

Economic Development Coordinator Zozulya provided a summary of the annual Resolution authorizing publication of the 2018 Zoning Map. Economic Development Coordinator Zozulya stated there are only two noted changes from the previous year; the 1-acre unincorporated residential property on W. Port Clinton Road annexed into the Village and added to the Stevenson High School property with R1 Single-Family Residence, Special Use designation and the 15-acre “Mons” property on Riverwoods Road rezoned from R1 Single-Family Residence to R2A Single-Family Residence.

Mayor Brandt asked for clarification for the record that when the Village adopts a Zoning Map it is not set in stone; it give the Board flexibility to change zoning. Economic Development Coordinator Zozulya noted the Mayor is correct in her statement and added that the Comprehensive Plan is a guiding document and not binding. As far as zoning, any property can be requested for re-zoning and go through the re-zoning process.

Trustee Leider asked for clarification regarding what the current zoning of the Hewitt/Aon property is. Economic Development Coordinator Zozulya stated the property is currently zoned OC – Office/Campus which is what the zoning was in 2007 and is being carried over into 2018.

Mayor Brandt asked if the Florsheim property is currently zoned Estate. Economic Development Coordinator Zozulya stated the Florsheim property is currently zoned Estate Residential in unincorporated Lake County. Mayor Brandt stated she has received questions regarding the Banner Day Camp property zoning and asked for zoning clarification. Economic Development Coordinator Zozulya stated the Banner Day Camp property is currently in unincorporated Lake County and is not sure of the class specification but thinks it is Estate Residential. Village Attorney Simon stated the Banner Day Camp property is zoned Agricultural.

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

## **3.2 Finance and Administration**

### **3.21 Consideration of a Resolution Adopting a Records Retention Schedule (Village of Lincolnshire)**

Village Manager Burke provided a summary of the proposed Resolution adopting records retention schedule which represents approximately three years of work staff had in working with the Secretary of State on establishing a formal schedule of all the Village's documents across all department.

Trustee Leider asked if Legal Council is comfortable with this resolution. Village Manager Burke stated Village Attorney Simon drafted the Resolution and is aware of the process staff has gone through working with the Secretary of State. Village Manager Burke stated prior to this, each department had their own schedule so the updated would combine all together and Administrative Assistant Sarah Maciareillo will be the keeper of the schedule.

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 of Public Works Department Organizational Changes (Village of Lincolnshire)**

Public Works Director Woodbury noted earlier this month long time Administrative Assistant, Kimberly Jurco announced her retirement after 27 years and as part of succession planning the Public Works Department is recommending replacing the Administrative Assistant position with Public Works Management Analyst. Public Works Director Woodbury provided a summary of this Department organizational change.

Village Manager Burke stated all will be invited to attend a reception for Kimberly Jurco the afternoon of May 1, 2018. Trustee Grujanac asked staff to invite the Park Board to the reception.

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

3.5 Parks and Recreation

3.6 Judiciary and Personnel

**4.0 UNFINISHED BUSINESS**

**5.0 NEW BUSINESS**

**5.1 Update on Proposed Minor Revisions – Ascension of Our Lord Greek Orthodox Church, 1207 and 24325 Riverwoods Road**

Economic Development Coordinator Zozulya provided a summary of the

proposed minor revisions – Ascension of Our Lord Greek Orthodox Church noting this item is for information purposes. The Church’s representatives have approached staff with some positive changes which falls under the jurisdiction of the ARB and will be presented to the ARB on March 20, 2018. Economic Development Coordinator Zozulya highlighted the changes to include the exterior building material change from an E.I.F.S. (dryvit) material to a light color brick; changing the color of the dome to a non-glare lighter color; and changing the color of the windows, fascia, and mortar to colors to match the proposed brick.

The Board was in favor of the proposed changes presented.

## **6.0 EXECUTIVE SESSION**

Trustee Grujanac moved and Trustee Servi seconded the motion to go into Executive Session for the purpose of discussing personnel and litigation. The roll call vote was as follows: AYES: Trustees Feldman, Grujanac, Leider, and Servi. NAYS: None. ABSENT: Trustees Hancock and McDonough. ABSTAIN: None. Mayor Brandt declared the motion carried and the Board went into Executive Session at 7:34 p.m. and came out of Executive Session at 7:43 p.m.

## **7.0 ADJOURNMENT**

Trustee Grujanac moved and Trustee Servi seconded the motion to adjourn. Upon a voice vote, the motion was approved unanimously and Mayor Brandt declared the meeting adjourned at 7:44 p.m.

Respectfully submitted,

**VILLAGE OF LINCOLNSHIRE**

Barbara Mastandrea  
Village Clerk

**REQUEST FOR BOARD ACTION  
Committee of the Whole  
March 26, 2018**

<b>Subject:</b>	Fee Waiver Request
<b>Action Requested:</b>	Consideration of a Request to Waive Internal Fees for a Special Education Facility, 16139 W. Port Clinton Road
<b>Petitioner:</b>	Adlai E. Stevenson High School District 125
<b>Originated By/Contact:</b>	Tonya Zozulya, Economic Development Coordinator Department of Community & Economic Development
<b>Advisory Board Review:</b>	None

**Background/Summary:**

- Adlai E. Stevenson High School District 125 requests a waiver of internal fees associated with upgrades and conversion of a district-owned single-family house at 16139 W. Port Clinton Road into a special education facility serving Stevenson students. The house was acquired by the District in 2017.
- Village Code Section 5-3-2A allows waivers of internal fees for charitable organizations up to \$5,000 per development or project. Any out-of-pocket costs for outside consultant reviews, inspections or attorney fees associated with this project will be calculated and due from the petitioner.
- Façade modifications required for facility upgrades and conversion received approval from the Architectural Review Board at its March 20, 2018 meeting as a minor amendment to Stevenson's Special Use permit. Related site work is progressing through the Village's permit process.
- The Village Board has waived similar fees for District 125 and other entities.
- The fee waiver request is for the following amounts:

Planning Application Fee (minor ARB amendment):	\$250.00
Planner Review Fee:	\$80.97
Elevator Permit Fee:	\$100.00
Site Work Review Fees:	\$900.00
<b>Total Fee Waiver:</b>	<b>\$1,330.97</b>

**Recommendation:**

Consideration and discussion of requested fee waiver and placement on the April 9, 2018 Consent Agenda.

**Reports and Documents Attached:**

- March 7, 2018 fee waiver request letter submitted by Adlai E. Stevenson High School District 125.
- Village Code Section 5-3-2(A) regarding fee waivers for charitable organizations.

<b>Meeting History</b>	
<b>Current Committee of the Whole (COW):</b>	March 26, 2018



Adlai E. Stevenson High School

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March 7, 2018

Mayor Elizabeth J. Brandt  
Board of Trustees  
One Olde Half Day  
Lincolnshire, IL 60069

Dear Mayor Brandt,

I am writing to request a waiver of the Village Internal review fee's associated with the special use zoning and architectural review of the minor improvement at the property located at 16139 West Port Clinton Road.

As you are aware Adlai E. Stevenson High School qualifies under the State of Illinois as a non-profit organization. In addition, an overwhelming majority of our revenue comes from taxpayers within the community. As evidence of our non-profit status, I've included a copy of our W-9 as well as our certificate of tax exemption issued by the Illinois Department of Revenue.

If you have any questions or concern, please feel free to contact me at (847) 415-4117.

Sincerely,

Sean P. Carney

**ASSISTANT  
SUPERINTENDENT FOR  
BUSINESS**

Sean Carney  
scarney@d125.org  
847-415-4117

**DIRECTOR'S ASSISTANT**

Lorena Garcia  
lgarcia@d125.org  
847-415-4119

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"SUCCESS FOR  
EVERY STUDENT"

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Adlai E. Stevenson High School District 125</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Public High School</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>2 Stevenson Drive</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Lincolnshire, IL 60069</b>	
7 List account number(s) here (optional)	

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>OR</b>	
<b>Employer identification number</b>	
3 6 - 6 0 0 4 9 0 1	

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>2/7/2018</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**CHAPTER 3  
BUILDING FEES AND CHARGES**

**SECTION:**

- 5-3-1: Fees for Permits**
- 5-3-2: Reimbursement of Professional Review Fees**
- 5-3-2A: Not-For-Profit Fees**
- 5-3-3: Additional Fees**
- 5-3-4: Water and Sewer Connection Charges**
- 5-3-4-1: Connection Charges Outside Corporate Limits**

**5-3-1 FEES FOR PERMITS:** The fee for a building permit to construct, alter or repair any building or other structure or its service equipment in the Village shall be as established in the Comprehensive Fee Schedule set forth in Chapter 15 of Title 1 of this Code. (Ord. Amd. 96-1467-51 eff. 12/9/96)

A. Applicants for a building permit shall submit the estimated construction cost of the proposed improvements. The building official shall use the most recent copy of the International Building Code building valuation data report on file for verifying any estimates. The building official may request a verified statement of actual costs upon completion of the work. In the event the actual cost exceeds the estimate, an additional fee based upon such actual costs in accordance with this Section shall be paid.

**5-3-2: REIMBURSEMENT OF PROFESSIONAL REVIEW FEES:** Except as otherwise provided for in this Chapter, Applicants for a building permit shall be required to remain in compliance with Title 1, Chapter 8, Article D, as a condition of receiving a building permit.(Amd. Ord. 07-2981-09, eff. 4/23/07)

**5-3-2A: NOT FOR PROFIT FEES** (Ord. 94-1345-29 eff. 7/11/94)

A. Any charitable organization may file an application with the Village for a waiver of fees imposed by the Village. The application for waiver of fees shall be in writing and shall contain all the information necessary to determine the applicant's eligibility under this Ordinance and identify the fees and amounts which the applicant is requesting to be waived. The Board of Trustees shall review the application and satisfy itself of the sufficiency of the application and eligibility of the applicant at a Committee-of-the Whole meeting, and shall then formally approve or disapprove the application at scheduled regular meeting of the Village Board of Trustees. The application shall be filed with the Village

Clerk at least five (5) days before the date of the Committee-of-the-Whole meeting at which the application is to be considered initially.

There shall be no waiver of fees in excess of \$5,000 per development or project.

**B. DEFINITIONS**

<b>CHARITABLE ORGANIZATION</b>	Shall mean any not for profit corporation, association or foundation organized and operated exclusively for religious purposes, charitable purposes, or for the prevention of cruelty to children or animals.(Amd. Ord. 98-1543-05, eff. 3/9/98)
<b>FEES</b>	Shall mean those fees that would otherwise be required for, or incurred in connection with, planning, zoning and building permits in regard to construction, restoration, replacement, renovation, remodeling, addition or repair of a structure, but not including sewer and water connection fees and fees or charges recovering direct out-of-pocket Village expenses.
<b>OUT-OF-POCKET VILLAGE EXPENSES</b>	Shall mean any costs incurred by the Village for outside services of independent contractors related to the processing of any petitions or permits, including, but not limited to, postage, legal fees, costs of legal notices and the cost of any inspections or analysis required by the Village from outside consultants.

**5-3-3: ADDITIONAL FEES:**

- A. Lake County Sanitary Sewer Fee: Applicants for connection to, or modification of, the Village sanitary sewer system shall pay connection fees as required by the County of Lake. The Building Official shall collect such fee on behalf of the County and transfer such funds to the County on a schedule in accordance with the requirements of the County.
- B. Outside Agency & Consultant Fees: Applicants for Building Permits shall reimburse the Village for all costs incurred by contracted or specialized reviewers necessary to ensure that the application, design, plans and specifications meet the requirements of the Village. The Village reserves the right to request a specialized review for any project submitted. In the event that such a review is required, the Village shall make every effort to inform the applicant of the need for a specialized review that might not typically be required, prior to securing the Consultant / Agency for said review.
- C. Recapture Fees: Applicants shall pay any and all recapture fees prior to issuance of a permit in accordance with the applicable Recapture Agreement. (Amd. Ord. 09-3090-13, eff. 03/23/09)

**REQUEST FOR BOARD ACTION**  
**Committee of the Whole**  
**March 26, 2018**

<b>Subject:</b>	Lincolnshire Trails Townhome Subdivision, 14600 Riverside Road
<b>Action Requested:</b>	Consideration of an Ordinance Approving a Four Month Extension of Preliminary Plat Approval for Lincolnshire Trails Planned Unit Development
<b>Petitioner:</b>	KZF Development/Stack Real Estate
<b>Originated By/Contact:</b>	Tonya Zozulya, Economic Development Coordinator Department of Community & Economic Development
<b>Advisory Board Review:</b>	None

**Background:**

- KZF Development/Stack Real Estate requests and seeks approval of a preliminary plat extension for development of a 44-unit Lincolnshire Trails townhome subdivision on the north side of Riverside Road, east of Milwaukee Avenue.
- On October 24, 2016, the Village Board adopted Ordinance # 16-16-3418-146 approving the preliminary plat of subdivision, as well as the annexation agreement, rezoning, special use for a planned unit development, and preliminary development plans for the subject property. Per Village Code, the PUD approvals will expire on October 24, 2019 (3 years after approval) if development does not begin by this date.
- In spring 2017, the developer initiated site work and tree clearance, as authorized by the Annexation Agreement. They also worked extensively with the Lake County Stormwater Management Commission, Lake County Forest Preserve District, and the Rivershire Neighborhood Association on various agreements and approvals necessary for the subdivision development.
- In September 2017, KZF Stack requested a 6-month Preliminary Plat extension until April 23, 2018. The Village Board approved the extension at its October 10, 2017 meeting by Ordinance #17-3753-181.
- Since that time, KZF Stack has engaged in negotiations with another developer about the property acquisition and transfer of development rights. The contract developer requested additional time to complete their due diligence which would extend beyond the date the first extension is set to expire on April 23, 2018.

**Preliminary Plat Extension:**

- The Village Code stipulates preliminary plat approvals are valid for 12 months from the date of approval and may be extended by the Village Board upon the developer's request. The Code does not provide for minimum or maximum extension timeframes or how many extensions may be granted.
- Attached is a letter submitted by KZF/Stack seeking an additional 4-month extension to their preliminary plat approval.
- Attached is an ordinance prepared by the Village Attorney authorizing the requested extension until August 27, 2018.

**Recommendation:**

Consideration of an Ordinance approving a 4-month extension of the Preliminary Plat of Subdivision for the Lincolnshire Trails townhome subdivision.

**Reports and Documents Attached:**

- Cover letter, submitted by KZF Development/Stack Real Estate, dated March 9, 2018.
- Draft Ordinance, prepared by the Village Attorney.

<b>Meeting History</b>	
Village Board Evaluation (COW):	April 13, 2015
Continued Village Board Evaluation (COW):	May 26, 2015
Continued Village Board Evaluation (COW):	July 13, 2015
Continued Village Board Evaluation (COW):	July 27, 2015
ARB Review (workshop):	January 19, 2016
ARB Review:	February 16, 2016
Village Board Committee of the Whole:	October 10, 2016
Regular Village Board:	October 24, 2016
Village Board Committee of the Whole:	September 25, 2017
Village Board:	October 10, 2017
Village Board Committee of the Whole (current):	March 26, 2018

March 9, 2018

**VIA ELECTRONIC MAIL**

Mrs. Elizabeth Brandt, Mayor  
Board of Trustees  
Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL 60069

**RE: 14600 Riverside Road, Lincolnshire, IL (the "Property")**

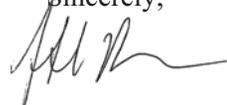
Dear Mayor Brandt and Members of the Board of Trustees:

KZF Stack Real Estate, LLC received preliminary approval for Lincolnshire Trails on October 24, 2016. Pursuant to our request on September 18, 2017, the time for submission and receipt of final approvals was extended an additional six months to April 23, 2018.

As the Village is aware, we are in the process of transferring our interest in the subject development to a successor developer. In conjunction therewith, there are a number of details which need to be finalized between ourselves and our successor prior to final approval. Accordingly, we are requesting that the time period which to submit final approvals be further extended an additional 120 days to August 27, 2018.

Thank you for your consideration.

Sincerely,



Jeff Rothbart

**VILLAGE OF LINCOLNSHIRE  
LAKE COUNTY, ILLINOIS**

**ORDINANCE NO. 18-\_\_\_\_\_**

**AN ORDINANCE APPROVING A FOUR MONTH EXTENSION  
OF PRELIMINARY PLAT APPROVAL FOR  
LINCOLNSHIRE TRAILS PLANNED UNIT DEVELOPMENT**

**WHEREAS**, a public hearing was held on October 10, 2016, on an application from KZF Stack, LLC (“Developer”) and Delaware Place Bank, N.A., (“Owner”), for a special use for a planned unit development and preliminary development plan approval with related conditions and exceptions from the Village Code to allow for the development of a 44-unit attached single-family residential townhome community under the name “Lincolnshire Trails” (the “Development”) on certain property legally described as set forth in **Exhibit A**, consisting of approximately 19.707 acres of property (the “Subject Property”); and

**WHEREAS**, the aforesaid public hearing was held pursuant to legal notice as required by law and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

**WHEREAS**, on October 24, 2016, the Village adopted Ordinance 16-3418-146, which granted to the Developer a special use for a planned unit development and approval of a preliminary development plan for the Development and preliminary plat of subdivision of the Subject Property (the “Lincolnshire Trails PUD Ordinance”); and

**WHEREAS**, Section 7-3-4(B) of the Village Code provides that preliminary plat approval shall be effective for a maximum period of twelve (12) months, unless the Village Board grants an extension; and

**WHEREAS**, the Village Board has heretofore agreed to extend preliminary plat approval for six (6) additional months, or to April 23, 2018; and

**WHEREAS**, the Developer has filed a new application to extend preliminary plat approval once more for four (4) additional months, or to August 27, 2018.

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

Section 1.     RECITALS. The Corporate Authorities find the foregoing recitals to be a complete and accurate description of the facts supporting this ordinance and the relief granted hereby and incorporate them as though fully restated herein.

Section 2.     EXTENSION. The Corporate Authorities hereby grant and approve a four (4) month extension of the preliminary plat approval granted by Ordinance 16-3418-146, from April 23, 2018 to August 27, 2018.

Section 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its adoption and publication in the manner provided by law.

**ADOPTED** this \_\_\_\_\_ Day of \_\_\_\_\_, 2018.

AYES:

NAYS:

ABSENT:

**APPROVED** this \_\_\_\_\_ Day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Elizabeth J. Brandt, Mayor

ATTEST:

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Barbara Mastandrea, Village Clerk

## EXHIBIT A

### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THAT PART OF THE SOUTH 1/2 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE CENTER LINE OF NORTH MILL ROAD (SO CALLED), 2393.02 FEET SOUTHEASTERLY, AS MEASURED ALONG SAID CENTER LINE, OF THE INTERSECTION OF SAID CENTER LINE AND THE WEST LINE OF SAID SECTION 23; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, A DISTANCE OF 1427.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID CENTER LINE, A DISTANCE OF 550.0 FEET; THENCE Y ALONG A LINE FORMING AN ANGLE OF 88 DEGREES TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 767.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 40 DEGREES TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 190.00 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 86 DEGREES TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 675.25 FEET; THENCE SOUTHWESTERLY 963.40 FEET, MORE OF LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**REQUEST FOR BOARD ACTION  
COMMITTEE OF THE WHOLE  
March 26, 2018**

**Subject:** Consideration of Approving Bond Counsel

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**Action Requested:** Consideration of a Resolution Authorizing the Retention of a Municipal Advisor, the Engagement of Bond Counsel, and the Selection of an Underwriter, by the Village of Lincolnshire, Lake County, Illinois each with Respect to the Proposed Issuance by the Village of Bonds to Refund Certain Outstanding Obligations of the Village (Village of Lincolnshire – Sedgebrook SSA)

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**Originated** Michael R. Peterson, Finance Director/ Treasurer  
**By/Contact:** Bradly J. Burke, Village Manager

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

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**Summary/ Background:**

During the 2018 Budget workshop, staff proposed a goal to research refunding of the Special Service Area (SSA) Sedgebrook bonds, and the Village Board approved the goal as presented. Staff completed the research and determined there are financial savings for the residents of Sedgebrook and Pulte Homes. As part of the process of assembling the financial team to assist in executing of the bond refunding, the Village needs to secure the services of Bond Counsel. Jim Snyder of Ice Miller provided legal services to the Village when the Sedgebrook SSA was established and the original bonds were issued. As a result of this firm's familiarity with the existing bond structure, staff recommends securing the services of Mr. Snyder and Ice Miller to serve as Bond Counsel for the pending refunding.

A proposed resolution and engagement letter securing the services of Ice Miller is attached. The proposed resolution affirms the selection of Ehlers & Associates, Inc. as municipal advisors with respect to the planned refunding, and grants the Village Manager the authority to select the firm to underwrite the proposed bonds with respect to the refunding. The selection of underwriter will be done upon the the advice and guidance of Ehlers & Associates and in accordance with the planned refunding schedule also attached.

**Budget Impact:** Ice Miller's engagement letter includes a cost not to exceed \$60,000 for bond counsel services. If Ice Miller is used as disclosure counsel, those fees would be \$25,000. A decision regarding disclosure counsel will be made once an underwriter is selected and take into consideration the underwriter's input. Bond and disclosure counsel costs will be incorporated into the issuance cost at the time of the bond refunding. There will be no direct expense of the Village to retain Ice Miller as bond counsel.

**Recommendation:** Consideration and Discussion of placing the Ice Miller engagement letter on the Consent Agenda for Approval at the April 9, 2018 meeting.



**Agenda Item  
3.21 COW**

**Reports and Documents Attached:**

- Proposed Resolution Authorizing the Retention of a Municipal Advisor, the Engagement of Bond Counsel, and the Selection of an Underwriter, by the Village of Lincolnshire, Lake County, Illinois each with Respect to the Proposed Issuance by the Village of Bonds to Refund Certain Outstanding Obligations of the Village (Village of Lincolnshire – Sedgebrook SSA)
- Letter of Engagement of Ice Miller, LLP
- Preliminary Financing Schedule – Sedgebrook Special Services Area (SSA) #1, Special Tax Refunding Bonds, Series 2018A

<b>Meeting History</b>	
<b>Committee of the Whole Meeting:</b>	<b>March 26, 2018</b>
<b>Regular Village Board Meeting:</b>	<b>April 9, 2018</b>

MINUTES of regular public meeting of the Mayor and Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, held at the Village Hall, One Olde Half Day Road, Lincolnshire, Illinois, at 7:00 o'clock P.M., on the 9th day of April, 2018.

\* \* \*

The meeting was called to order by the Mayor, and upon the roll being called, Elizabeth Brandt, the Mayor, and the following members were physically present at said location: \_\_\_\_\_

The following members were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: \_\_\_\_\_

No member was not permitted to attend the meeting by video or audio conference.

The following members were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

The Mayor announced that the next item on the agenda was the authorization to retain a municipal advisor, engage bond counsel, and select an underwriter, each with respect to the proposed issuance by the Village of bonds to refund certain outstanding obligations of the Village.

Whereupon Trustee \_\_\_\_\_ presented and the Village Clerk read by title a resolution as follows, a copy of which was provided to each Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION authorizing the retention of a municipal advisor, the engagement of bond counsel, and the selection of an underwriter, by the Village of Lincolnshire, Lake County, Illinois, each with respect to the proposed issuance by the Village of bonds to refund certain outstanding obligations of the Village.

\* \* \*

WHEREAS, the Village of Lincolnshire, Lake County, Illinois (the “Village”), pursuant to the provisions of the 1970 Constitution of the State of Illinois, and particularly Article VII, Section 6(a) thereof, has become a home rule unit by referendum and as such may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and incur debt; and

WHEREAS, the Village, by and through its Mayor and Board of Trustees (the “Board”), has heretofore and does hereby determine that it is necessary and in the best interests of the Village to retain a municipal advisor to facilitate the refunding by the Village of certain outstanding obligations (the “Refunding”) of the Village; and

WHEREAS, the Village has heretofore and does hereby further determine that it is necessary and in the best interests of the Village to engage bond counsel to issue a legal opinion with respect to such Refunding; and

WHEREAS, the Village has heretofore and does hereby determine that it is necessary and in the best interests of the Village to select a firm to underwrite the bonds (the “Bonds”), the proceeds of which will be used with respect to such Refunding:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Mayor and Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Retention of Municipal Advisor.* The Village retains Ehlers & Associates, Inc., as municipal advisor to the Village with respect to the Refunding.

*Section 3. Engagement of Bond Counsel.* The Village retains Ice Miller LLP as bond counsel to the Village with respect to the Refunding. The Board authorizes the execution of the engagement letter of Ice Miller LLP.

*Section 4. Selection of Underwriter.* The Board authorizes the Village Manager of the Village to select the firm to underwrite the Bonds with respect to the Refunding.

*Section 5. Further Acts.* All acts and doings of the officials of the Village which are in conformity with the purposes and intent of this Resolution are hereby in all respects ratified, approved, and confirmed.

*Section 6. Severability.* The provisions of this Resolution are hereby declared to be severable; and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions.

*Section 7. Repealer.* All resolutions, orders, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

*Section 8. Effective Date.* This Resolution shall be in full force and effect immediately upon its passage.

Adopted April 9, 2018.

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Mayor, Board of Trustees

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Village Clerk, Board of Trustees

Trustee \_\_\_\_\_ moved the adoption of the resolution as read by title, and  
Trustee \_\_\_\_\_ seconded the motion.

After a full and complete discussion thereof, the Mayor the Village Clerk to call the roll  
for a vote upon the motion to adopt the resolution.

Upon the roll being called the following members voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following member voted Nay: \_\_\_\_\_

The Mayor declared the motion carried and the resolution as hereinbefore set out  
adopted, approved the same in open meeting, and directed the Village Clerk to record the same  
in full in the records of the Board of Trustees of the Village of Lincolnshire, Lake County,  
Illinois, which was done.

Other business not pertinent to said resolution was transacted at the meeting.

Upon motion duly, seconded and carried, the meeting was adjourned.

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

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF LAKE     )

**CERTIFICATION OF RESOLUTION AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Lincolnshire, Lake County, Illinois (the “Board”), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 9th day of April, 2018, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION authorizing the retention of a municipal advisor, the engagement of bond counsel, and the selection of an underwriter, by the Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, each with respect to the proposed issuance by the Village of bonds to refund certain outstanding obligations of the Village.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as Exhibit A, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 9th day of April, 2018.

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Village Clerk, Board of Trustees

March 22, 2018

WRITER'S DIRECT NUMBER: (312) 726-7127  
DIRECT FAX: (312) 726-2696  
EMAIL: JAMES.SNYDER@ICEMILLER.COM

**CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION**

Mayor Elizabeth Brandt  
Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, Illinois 60069

**RE: Letter of Engagement of Ice Miller LLP**

Dear Elizabeth:

We are pleased you have asked us to serve as bond counsel to handle the engagement described in this letter, and appreciate the opportunity to serve you. Please take a moment to review this letter (and the enclosed standard Ice Miller Terms and Conditions) to confirm our mutual understanding regarding your retention of Ice Miller, the scope of the engagement and the basis on which we will provide legal services to you. Please let us know if there is anything you do not understand or would like to discuss changing.

**Client and Nature and Scope of the Relationship**

We understand that we will be serving as bond counsel to the Village of Lincolnshire, Lake County, Illinois (the "Issuer") in connection with its Special Service Area #1 Special Tax Refunding Bonds, Series 2018A. As bond counsel, our job is principally to render certain approving opinions regarding the validity of the financing under applicable state and federal laws and to render certain opinions concerning the tax status of the Bonds. In order to perform those functions we will be required to perform the following functions:

Preparation or review of all documentation (e.g., ordinances, resolutions, agreements, leases, indentures, bonds, notices and other forms) requisite to the authorization, issuance, and sale of the bonds (including the documents previously prepared);

1. Attendance at meetings of the Issuer, when necessary, at which proceedings affecting the transaction will be considered or voted upon;
2. Consultations with the various parties (normally the financial advisor, other consultants, if any, you and the Issuer's attorney), including bond insurers, rating agencies, or letter of

credit issuers, involved in the transaction regarding the details and problems of the transaction and the legal proceedings required for the transaction;

3. Responding to inquiries from prospective purchasers of the bonds;
4. Attendance at and supervision of the closing of the financing;
5. Examination of the executed transcript documents;
6. Furnishing to the Issuer and to the purchasers of the bonds an approving opinion as to the legality of the issue and the exclusion from gross income of interest on the bonds for federal income tax purposes; and
7. Assembling, duplicating, and binding the transcript documents for delivery to the parties to the transaction.

We will draft documents (or review documents drafted by other parties) and generally supervise the proceedings as they move toward closing. While our primary responsibility is to the Issuer, we also have a responsibility to those persons or entities who will ultimately hold the bonds to render an independent, objective opinion on the bonds. Our main functions are to opine objectively that the bonds have been lawfully issued, that their tax status is that for which the purchasers have bargained and agreed, and that certain legal steps have been undertaken regarding timely payment of the bonds and the interest on the bonds. Unless the Issuer decides to make special arrangements, our engagement does not include post issuance advice or any obligation to monitor or give advice on the Issuer's continuing compliance with any tax requirements, as set forth in the bonds and the closing documents, which must be followed after issuance of the bonds in order to preserve the exclusion from gross income of interest on the bonds or to give advice on continuing compliance with securities law requirements.

We understand that the Village may also retain us as disclosure counsel. As disclosure counsel, our job is principally to prepare the document pursuant to which the Issuer's Bonds will be offered into the market for sale. In order to perform those functions we will be required to perform the following functions:

1. Prepare Preliminary Official Statement(s) and Official Statement(s);
2. Review any stated representation by the Underwriter as to review of Official Statement;
3. Assist in coordinating the delivery of the Official Statement to the Underwriter on a timely basis as soon as possible;
4. Participate in customary due diligence for the offering;
5. Review legal issues relating to the structure of the Bonds, the authorization for the offering, and the structure of the offering;

6. Prepare Bond Purchase Agreement drafts, if applicable;
7. Review opinions and closing documents from other parties;
8. Render 10b-5 statement covering Official Statement as of its date and as of the Closing Date; and
9. Prepare or review a Continuing Disclosure Agreement.

If retained, our job as disclosure counsel is principally to counsel the Issuer, as an issuer of municipal or other governmental securities, to comply with applicable federal and state securities laws. As such, we will work with officials of the Issuer, the Underwriter or financial advisor to prepare and review certain information compiled to be provided by the Issuer in an Official Statement. We will also conduct due diligence to investigate the accuracy of the materials compiled or provided for the Official Statement. The statement we render (the "Statement") will be based on facts and law existing as of its date. In rendering our Statement, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer and the Underwriter with applicable laws relating to the Bonds. We have agreed that our engagement as disclosure counsel is limited to performance of services related to this matter. Except to the extent otherwise specifically agreed and confirmed by us in writing, this engagement does not extend to advice or representation concerning other matters. We may agree with you to further limit or to expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing. No other party is being represented by us. Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve your interests in this engagement effectively, efficiently, and responsibly while endeavoring to accomplish your objectives in this engagement.

Our engagement is for legal services, and it is understood that you are not relying on us for business, investment or accounting advice or decisions, nor to investigate the character or credit of any person with whom you may be dealing in connection with this matter. We have not been engaged to review the financial condition of the Issuer, the feasibility of the refunding, or the adequacy of the security provided to Bond owners, and we will express no opinion related thereto. We are not financial advisors or municipal advisors as contemplated by the Dodd-Frank Act.

I will be the primary contact as to this relationship with Ice Miller LLP. Any questions or concerns that may arise in this regard may always be directed to me, Kathy Thomas, Austin Root, or Shelly Scinto who will also provide services on the engagement.

### **Conflicts of Interest/Disclosure of Potential Conflicts of Interest**

This engagement letter will also serve to give express written notice to the Issuer that (a) from time to time we represent in a variety of capacities and consult with most underwriters, including investment bankers, financial advisors and other persons active in the Illinois public finance market on a wide range of issues, and (b) prior to your execution of this engagement letter we may have consulted with a number of such firms regarding the Bonds, including, specifically, the Underwriter. Your acceptance of our services and execution of the enclosed copy of this letter to evidence our agreement constitutes your consent to these other engagements with the Underwriter. Neither our representation of the Issuer nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective statement.

### **Compensation; Other Important Terms and Conditions**

We estimate that our fee for this financing will be \$60,000 for bond counsel, the same being based upon what we know about the financing, time to be expended by us and our experience in working on similar transactions. None of our fees will be based upon, or related in any way to, the costs of a capital project. If retained as disclosure counsel, our fee would be \$25,000. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

Unless otherwise specifically agreed, our fees are based primarily on our hourly billing rates for attorneys, paralegals and other professionals as applied to the amount of time that we expend in providing services. When appropriate in our judgment, we will involve other attorneys and paralegals or other legal assistants on work that can be performed effectively at their rates. The hourly rates of our professionals are periodically reviewed and adjusted upward to reflect the current cost of delivering comparable legal services and other market conditions. Accordingly, in preparation of our statements for professional services, we will use those hourly rates in effect at the time the services are rendered.

In addition to fees that we charge for our legal services, we also charge for ancillary services and expenses. Such charges and expenses may include long distance telephone charges, photocopying, facsimile transmission, computer research, mileage, travel expenses and other similar charges specifically applicable to the engagement. Our charges and expenses for such ancillary services are pursuant to a schedule of charges, as the same is revised from time to time. A copy of current charges and expenses is available to you upon request.

Ice Miller's standard Terms and Conditions of Engagements for Legal Services is enclosed. These Terms and Conditions, which cover various other aspects of this engagement, including a waiver of future conflicts of interest and provisions regarding termination and withdrawal, are important and are to be read as part of this letter, as they apply to this engagement to the same extent as if they were typed as part of this letter. Unless a different engagement letter is executed in the future, the basic terms of this engagement letter will also be

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applicable to, and govern our professional relationship on any subsequent matters, on or in which we may become involved or engaged on your behalf.

**Acceptance**

We hope that this letter and the enclosed Terms and Conditions are helpful and accurately state the scope of the representation agreed upon. We intend to provide legal services based on this letter, and will assume that this letter accurately reflects our mutual agreement (regardless of whether you sign and return this letter to us), unless you notify us in writing to the contrary. If you have any questions or wish to discuss any portion of this letter, please call me.

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Otherwise, please confirm for our records your acceptance of these terms and conditions by signing the copy of this letter in the space provided, and return the same to me.

Sincerely yours,

ICE MILLER LLP



*James Snyder*

Acknowledged and Agreed:

*VILLAGE OF LINCOLNSHIRE, LAKE COUNTY,  
ILLINOIS*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Authorized Official*

Enclosures: Terms and Conditions of Engagements for Legal Services  
Copy of Engagement Letter  
Return Stamped Envelope

cc: Accounting Department

ICE MILLER LLP

### **Terms and Conditions of Engagements for Legal Services**

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

#### **Our Responsibilities**

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

#### **Your Responsibilities**

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

#### **Client(s) Represented**

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the company. Our representation of you for the matter described in the engagement letter does not give rise to a

lawyer-client relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group-type organizations, our clients would not include their members or other constituents.

#### **How We Will Work For You**

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

#### **How We May Communicate With You**

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

#### **About Our Fees**

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend in providing services. Our base hourly rates for

work performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

### **Other Charges and Expenses**

Our charges for ancillary services and expenses, such as photocopying, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

### **Estimates**

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

### **Billing Procedures**

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. While we typically do not charge interest on past due amounts, we reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

### **Retainers**

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional retainers from time to time with respect to existing clients and existing matters. Unless there is a mutual written

agreement to the contrary, we will hold any such retainers in our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

### **Your Consent to Future Conflicts of Interest**

You are aware that the Firm has grown geographically and represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you, even if the interests of such clients in those other matters are directly or indirectly adverse to yours, and you agree not to disqualify our Firm for those conflicting representations. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

### **Document Retention**

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. Our drafts and work product that we create in relation to our work for you, however, belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

### **Response to Audit Inquiries**

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors.

To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator  
Ice Miller LLP  
One American Square, Suite 2900  
Indianapolis, Indiana 46282-0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of \$300 and a maximum of \$700, depending on the extent and number of any matters reported. However, the fee may exceed \$700 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

#### **Termination or Withdrawal**

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open-ended without any specific services being described, when more than six months have elapsed from the last time you requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

#### **Certain Limitations**

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a

legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

#### **Identification of Relationship**

We are pleased that you have chosen Ice Miller LLP as your legal advisor and would like to have your permission to share this with others. By signing the acknowledgement, you hereby grant us the authority to use your name and logo in connection with Ice Miller LLP's marketing activities, including, without limitation, identification of you as a client of Ice Miller LLP on its website and other printed marketing materials and publications issued by Ice Miller LLP.

Village of Lincolnshire  
 Sedgebrook Special Service Area (SSA) #1, Special Tax Refunding Bonds, Series 2018A  
**Preliminary Financing Schedule**  
 As of March 20, 2018

March							April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5						1	2
4	5	6	7	8	9	10	8	<span style="border: 1px solid black; padding: 0 2px;">9</span>	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	<span style="border: 1px solid black; padding: 0 2px;">12</span>	13	14	15	16	17	15	16	17	18	19	20	21	13	<span style="border: 1px solid black; padding: 0 2px;">14</span>	15	16	17	18	19	10	<span style="border: 1px solid black; padding: 0 2px;">11</span>	12	13	14	15	16
18	19	20	21	22	23	24	22	<span style="border: 1px solid black; padding: 0 2px;">23</span>	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	<span style="border: 1px solid black; padding: 0 2px;">26</span>	27	28	29	30	31	29	30						27	<span style="border: 1px solid black; padding: 0 2px;">28</span>	29	30	31			24	<span style="border: 1px solid black; padding: 0 2px;">25</span>	26	27	28	29	30

= Village Board Meeting

Dates	Action	Who?
March 12, 2018	Present to Village Board of Trustees a preliminary plan of finance, including method of sale (Request for Proposal (RFP) for selecting bond underwriter) and timetable, at the regular Village Board meeting.	Admin, Board, Municipal Advisor (MA)
March 26	Distribute Village approved RFP to underwriters for the SSA Refunding Bonds, Series 2018. Questions are due on April 4. <b>Proposals are due on April 13, 2018.</b>	MA
April 9	Regular Board meeting to approve resolution authorizing the Village Manager to select the Underwriter.	Board, Admin, MA
April 20	Village staff completes RFP review process and selects firm to underwrite the Series 2018 bonds.	Admin, MA
April 23	Bond counsel circulates bond ordinance to Village, MA and Underwriter for review and comment.	Bond Counsel
May 4	Draft and circulate draft Offering Document to Village and financing working group for review and comment.	Disclosure Counsel
May 14	Regular Board meeting, first reading of the Series 2018 refunding bond "parameters" ordinance.	Board, Admin, MA, ??
May 28	Board votes to adopt the Series 2018 refunding bond "parameters" ordinance and designate the officials who will approve the final terms of the bond issue.	Board, Admin, MA, Bond Counsel, Underwriter
May 29	Offering Document is finalized and distributed (e-mailed) to potential investors.	Disclosure Counsel

Week of June 11 <sup>th</sup>	Sale of Series 2018 SSA Refunding Bonds. Designated officials accept proposal (Bond Purchase Agreement), if all parameters have been met.	Underwriter, Admin, Designated Rep., MA, Bond Counsel, Underwriter's Counsel
Between Sale and Closing	Closing Documents Finalized.	Bond Counsel, Admin
June 28	Bond Closing. Bond proceeds received from underwriter are held in escrow until redemption date.	Bond Counsel, Admin, Underwriter
September 1, 2018	Series 2004 SSA bonds are redeemed.	Escrow Agent, Paying Agent

**REQUEST FOR BOARD ACTION**  
**Committee of the Whole**  
**March 26, 2018**

<b>Subject:</b>	Lincolnshire All Natural Hazards Mitigation Plan Update
<b>Action Requested:</b>	Consideration and Discussion of Staff Recommendations Regarding Updates to the Natural Hazard Mitigation Plan
<b>Originated By/Contact:</b>	Wally Dittrich, P.E., Assistant Public Works Director/Village Engineer
<b>Referred To:</b>	Mayor and Board of Trustees

**Summary / Background:**

On September 22, 2014, the Village Board adopted the Village of Lincolnshire Natural Hazards Mitigation Plan. The purpose of the plan was to examine the various natural hazards facing the Village in an effort to identify known natural hazards to better develop responses to these events should they occur. While the most common natural hazard the Village faces is flooding from the Des Plaines River, other natural hazards such as wind, extreme heat and extreme cold are also included in the plan. At Monday's meeting, Staff will present the changes identified at a recent Planning Committee meeting where update/revisions in the current plan were discussed. One of the main updates that will be discussed is the creation of a grant program to assist residents with projects to prevent flooding or other drainage issues.

**Budget Impact:**

The 10 Year Capital Improvement Plan has \$25,000 in 2019, 2020, & 2021 for a grant program should it be desired as part of the budget development process.

**Service Delivery Impact:**

The update of the All Natural Hazards Mitigation Plan keeps the Village in compliance with FEMA requirements to secure various grants for projects as they become available.

**Recommendation:**

Staff recommends concurrence to updating the Lincolnshire Natural Hazard Mitigation Plan as presented. The revised plan will be brought forward at a future board meeting once all of the changes are incorporated. If the creation of a grant program is desired, the application requirements for this program will also be brought forward for the Boards approval prior to issuing a call for projects.

**Reports and Documents Attached:**

- Power Point Presentation from February 26, 2018 Planning Committee Meeting

Meeting History	
Initial Referral to Village Board (COW):	March 26, 2018
Regular Village Board Meeting:	TBD

# Lincolnshire Natural Hazards Mitigation Plan

2018 Planning Committee Update Meeting  
February 26, 2018



# Agenda

- Welcome & introductions
- Review of progress made on action items
- Review of the Lincolnshire Plan for Flood Mitigation Public Information and Flood Insurance Coverage Improvement
- Discussion on proposed plan updates
- Review of other emergency planning initiatives
- Next steps
- Adjournment



# Action Item 5

## Property Protection Projects

- Completed \$10,000 in tree removal from powerlines that serve the Londonderry Lift Station to increase reliability.
- Additional tree removals planned for 2018 - coordination with ComEd is on-going



# Action Item 6

## Continue to Address Concerns with the Lincolnshire-Londonderry Berm

- Completed Des Plaines River Flooding Study
- Village Board concurred with plan recommendations to not address any issues with the berm due to its location on private property
- Updates have been made to Emergency Flood Response Plan to remove references to Village staff sandbagging this area





# Action Item 7

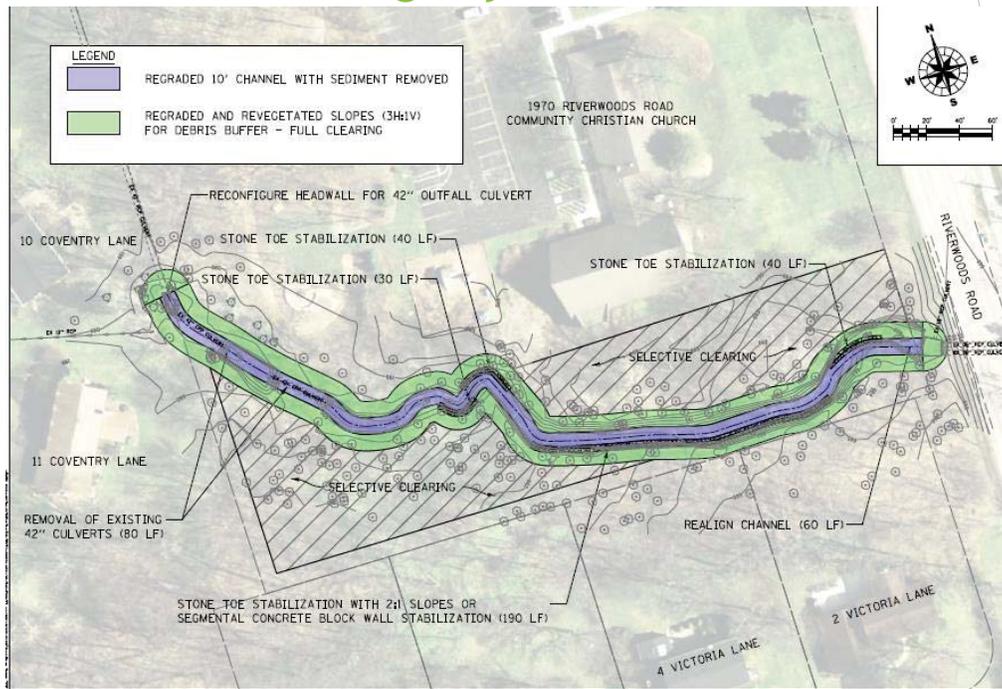
## Continue Maintenance Program For Drainage Systems

- Detention basin surveying and rehab projects
- Storm sewer repairs & lining
- Storm sewer cleaning and televising
- Catch basin/inlet cleaning & repairs
- Lincolnshire Creek & Indian Creek Improvements



# Action Item 7

## Continue Maintenance Program For Drainage Systems



# Action Item 7

## Continue Maintenance Program For Drainage Systems



# Action Item 8

## Continue Participation in the Community Rating System

- Partial updated re-certification in October 2016
- Full re-certification scheduled for March 2018



# Action Item 9

## Continue to Participate in Tree City USA

- Maintained participation for 29 years
- Includes enforcement of ordinances to protect trees and measures a communities commitment
- Use of tree bank funds
- Attention to Emerald Ash Borer

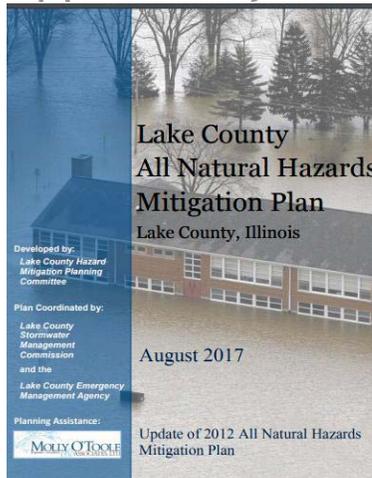


**TREE CITY USA®**

# Action Item 11

## Continue to Implement Action Items in the Lake County ANHMP

- Staff participated in 3 update work groups in 2016
- Final plan was approved by FEMA in August 2017



# Action Item 14

## Consider Opportunities to Acquire Available Properties in the Floodplain

- 2 properties on Lincolnshire Drive preliminarily approved in 2017 due to repetitive loss
- 3 year approval process



**FEMA**



# Action Item 15

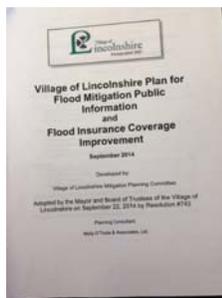
## Seek Mitigation Grant Funding for Cost Beneficial Projects

- Projects to be identified for funding as they are brought up in the capital plan
- \$35,000 grant secured from Lake-McHenry Soil & Water Conservation District for the Lincolnshire Creek project
- Draft Des Plaines River Flood Assistance Grant Program



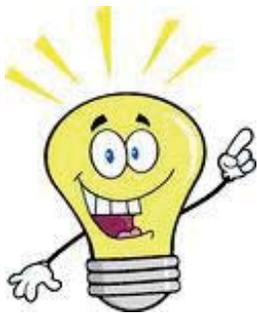
# Village of Lincolnshire Plan for Flood Mitigation Information & Flood Insurance Coverage Improvement

- Plan adopted in 2014
- Tables with details of insurance coverages to be updated by staff and reapproved by the Village Board in 2019
- No changes to communications plan recommended



# Plan Updates

- Input/Ideas from the planning committee
- Staff recommendations



# Natural Hazard Mitigation Assistance Program

- Up to a 50/50 share between Village and Resident
- Funding could assist with flood proofing, berm maintenance (preventative or repairs)
- Cost/benefit resident to be used in prioritization of requests
- Start by making available only for residents living adjacent to the Des Plaines River
- Applications reviewed and prioritized by staff
- Funding amount TBD as part of annual budget process



# Natural Hazard Mitigation Assistant Program

- Permitting would be the responsibility of the applicant with assistance from Village staff
- Village would provide maintenance recommendations from the 2016 study to residents for their use in planning any improvement projects
- Address damage from the July 2017 floods



# Other Emergency Planning Initiatives

- Lake County All Natural Hazards Mitigation Plan
- Des Plaines River Watershed Plan
- Des Plaines River Watershed Workgroup
- North Branch of the Chicago River Watershed Workgroup



**STORMWATER MANAGEMENT COMMISSION**

# Next Steps

- Present results of Planning Committee to Village Board
- Develop updates/revisions to NHMP based on Committee and Village Board feedback
- Village Board adopts updated NHMP in 2018



# QUESTIONS/ DISCUSSION????



**REQUEST FOR BOARD ACTION  
Committee of the Whole  
March 26, 2018**

<b>Subject:</b>	Water System Improvements Update
<b>Action Requested:</b>	Presentation and Discussion of Upcoming Water System Improvements
<b>Originated By/Contact:</b>	Wally Dittrich, P.E., Assistant Public Works Director/Village Engineer/Terry Hawkins, Utilities Superintendent
<b>Referred To:</b>	Mayor and Board of Trustees

**Summary / Background:**

In 1997, the Village completed an analysis of its water distribution system. This study served as the planning guide for the Village's water system improvements over the last 20 years. This year, construction is starting on the last of 3 projects designed to address high-frequency watermain break areas in the Village. With the completion of the Westminster Way watermain replacement project, attention can return to focusing on other needed improvements to the Villages water distribution system. The 2018 budget included funding to begin Phase 1 of the crosstown watermain construction project and a contract for a recommended consultant will be brought forward at a future Village Board meeting. At Monday's meeting staff will provide an overview of the history of the improvements made in accordance with the recommendations of the study to help the Board understand where the crosstown watermain fits in with the overall needs of the Village.

**Budget Impact:**

The 10 Year Capital Improvement Plan has over \$14 million in water distribution system improvements programmed.

**Service Delivery Impact:**

N/A

**Recommendation:**

N/A

**Reports and Documents Attached:**

N/A

Meeting History	
Initial Referral to Village Board (COW):	March 26, 2018
Regular Village Board Meeting:	TBD