

AGENDA
COMMITTEE OF THE WHOLE MEETING
Village Hall – Board Room
Monday, August 27, 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 August 6, 2018 Special Committee of the Whole Meeting Minutes

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

- 3.11 Preliminary Evaluation of a Petition for a Major Amendment to Westgate of Lincolnshire Planned Unit Development (PUD) to Install a Fence on a Berm along Route 22/Half Day Road (Westgate of Lincolnshire Homeowner's Association)
- 3.12 Preliminary Evaluation of a Petitioner for a Major Amendment to the Lincolnshire Marketplace Planned Unit Development (PUD) to Permit Existing Culver's Wall signs to be Internally Illuminated (Culver's of Lincolnshire)

3.2 Finance and Administration

- 3.21 Consideration of Approval of an Investment Advisory Agreement and Custodian Account Agreement with Sawyer Falduto Asset Management (Village of Lincolnshire)
- 3.22 Consideration of an Ordinance Dissolving the Village of Lincolnshire "Fund 21" (Westminster Way Transportation Special Service Area 1A) (Village of Lincolnshire)
- 3.23 Consideration of Approval of a Utility Tax Audit Service Agreement with Azavar Solutions (Village of Lincolnshire)

3.3 Public Works

- 3.31 Consideration of a Professional Engineering Service Contract with Patrick Engineering, Inc., for Illinois Route 22 Emergency Access Design, Permits and Bidding Services at a Cost not to Exceed \$69,770.53 (Village of Lincolnshire)
- 3.32 Consideration of a Professional Engineering Services Contract with Ciorba Group, Inc. at a cost not to Exceed \$18,744.35 for Preparation of Bid Plans/Specifications for an Emergency Alternative Water Supply

Connection (Village of Lincolnshire)

- 3.33 Concurrence to Sign a Letter of Intent with the Village of Buffalo Grove for an Alternative Water Supply Connection (Village of Lincolnshire)

3.4 Public Safety

3.5 Parks and Recreation

3.6 Judiciary and Personnel

4.0 ADJOURNMENT



**MINUTES
SPECIAL COMMITTEE OF THE WHOLE MEETING
Monday, August 6, 2018**

Present:

Mayor Brandt	Trustee Harms Muth
Trustee Grujanac	Trustee Hancock
Trustee McDonough	Trustee Servi
Trustee Leider	Village Clerk Mastandrea
Village Attorney Simon	Village Manager Burke
Finance Director/Treasurer Peterson	Public Works Director Woodbury
Chief of Police Leonas	Assistant Village Manager/Community &
Economic Development Coordinator Zozulya	Economic Development Director Gilbertson

ROLL CALL

Mayor Brandt called the meeting to order at 7:07 p.m. and Village Clerk Mastandrea called the Roll.

2.0 APPROVAL OF MINUTES

2.1 Acceptance of the July 30, 2018 Special Committee of the Whole Meeting Minutes

The minutes of the July 30, 2018 Special Committee of the Whole meeting were approved with the following changes: Item 3.11, page 15, first paragraph, third sentence should read "The numbers in Connecticut were not used as raw data **but were adjusted to reflect statistical and seasonal differences.**"

3.0 ITEMS OF GENERAL BUSINESS

3.1 Planning, Zoning and Land Use

3.11 CONTINUED PUBLIC HEARING: Regarding a Petition by TSJ Lincolnshire Property LLC to Rezone the Property Located at 90, 98 and 100 Half Day Road from OC (Office Campus) to B2 (General Business District) and Granting a Special Use Permit for a Planned Unit Development with Building Height Exceptions for a Mixed-Use Development with Recreation, Hospitality and Restaurant Uses (TSJ Lincolnshire Property LLC)

Mayor Brandt recessed the August 6, 2018 Special Committee of the Whole meeting and reconvened the Public Hearing regarding a petition by TSJ Lincolnshire Property LLC to rezone the property located at 90, 98 and 100 Half Day Road from OC (Office Campus) to B2 (General Business District) and granting a special use permit for a planned unit development (PUD) with building height exceptions for a mixed-use

development with recreation, hospitality and restaurant uses.

Mayor Brandt noted the procedure for the Public Hearing as follows:

- Village staff will make a brief presentation to provide clarity regarding the petitioner's request; the process for reviewing the request; as well as a response to various questions raised at the last week's meeting.
- The petitioner will make a presentation.
- The Village Board will have an opportunity to ask the Petitioner questions.
- The Public will be given an opportunity to provide input and ask questions.
 - Public participation will be limited to new information provided at tonight's meeting by staff or the Petitioner, new information included in the August 6, 2018 meeting materials regarding the application.
- The Board will direct questions from the public to the Petitioner.
- The Board will deliberate based on the evidence and testimony presented.
- The Public will be given an opportunity to provide input and ask questions after the Village Board has received the petitioner's presentation and completed its questioning of the petitioner.
- Please hold all questions/comments until the Public participation portion of the public hearing. Written public comment received by the Village Board at or after the July 30th public hearing prior to tonight's meeting has been included in the public record of the hearing.
- All public participation will be on the record, and must be provided from the microphone at the back of the room.
- Anyone wishing to speak will be asked to attest to an oath.
- Comments and questions are to be directed to the Board. The Board will direct questions to the Petitioner.
- After the public participation period has ended, the Village Board will deliberate on the request and may do one of the following:
 - Take no action on the application;
 - Make a recommendation to close the Public Hearing and forward this to a future Village Board meeting for action;
 - or
 - Continue the Public Hearing to a subsequent Village Board meeting and request the Petitioner return with additional information/changes to the request.
- Everyone in attendance should remain polite and civil as the meeting progresses. No personal attacks shall be made towards staff, the petitioner, members of the Board, or other members of the public. The Board welcomes all opinions, but they should be communicated in a respectful manner.

Assistant Village Manager/Community & Economic Development (CED) Director Gilbertson started the staff presentation regarding the petition by TSJ Lincolnshire Property LLC to rezone the property located at 90,

98 and 100 Half Day Road from OC (Office Campus) to B2 (General Business District) and granting a special use permit for a planned unit development with building height exceptions for a mixed-use development with recreation, hospitality and restaurant uses by highlighting the zoning scope of the petition, mixed-use site location information, and traffic impacts and historical information.

Mayor Brandt noted the traffic study shows 1994 traffic counts were similar to 2017 and asked if Hewitt was in existence in 1994. Trustee Leider stated Hewitt was at its peak capacity in 1994.

Assistant Village Manager/CED Director Gilbertson continued his presentation with historical traffic data.

Economic Development Coordinator Zozulya continued the staff presentation with a brief overview of the Village approval process and the Village's limited role in development.

Mayor Brandt noted the vacancy rate for office properties in the Village has gone up by 10% in the last year and stated this is one of the concerns the Board has to weigh. Economic Development Coordinator Zozulya noted many office users would like sites that are move-in ready and not many office users have inquired about the Medline site.

Village Manager Burke continued the staff presentation with information on costs, potential property tax implications and challenges for the Village to buy the property. Mayor Brandt noted years ago the Village put out a survey regarding creating a Park District and it was unanimous the residents did not want a Park District which would involve additional tax money.

Village Manager Burke continued the presentation noting there would be no significant Village service impacts as a result of the proposed development. Chief of Police Leonas confirmed he did not think the proposed project would significantly affect his staff. Village Manager Burke stated staff reached out to the Fire Department and they did not believe the facility would drive significant budget numbers or staff time either.

Village Manager Burke closed his presentation highlighting conservative Village revenue estimates at \$472,900 annually at the proposed projects full buildout. Economic Development Coordinator Zozulya stated the petitioner representative also wanted to note, for the record, that their connection fee projections come to approximately \$3 million to the Village and Lake County. Mayor Brandt asked Economic Development Coordinator Zozulya to explain what connection fees are. Economic Development Coordinator Zozulya stated connection fees are assessed every time there is a new use coming online that uses water and sewer.

Mayor Brandt administered the oath to all in attendance who wanted to make Public comments.

Mr. Michael Kerin, Director of Development with The St. James, provided a presentation introducing The St. James proposed project and highlighting the construction progress at the Washington, D.C. facility.

Mr. Andrew Jacobs, Design Director with Gensler Architects, provided a presentation addressing building height and noting only the field house would be at 75' in height. Mr. Jacobs provided information relative to vehicle trip generation comparing a typical suburban office vs. The St. James, proposed security plan, seating capacity at main venues, and proposed events and visitors.

Trustee Grujanac asked what the height restrictions are now, at current zoning. Economic Development Coordinator Zozulya stated the current zoning allows up to 75' in height.

Trustee Hancock asked the petitioner to give some insight into the financing with regards to building a project of this size and scope. Mr. Kerin noted the cofounders started The St. James about 4 years ago. They pitched the idea to many parties and acquired a private equity investor; Cain International, who are the real estate investment arm of a Los Angeles based hedge fund called Eldridge. Cain International is the primary investor but The St. James also financed a construction loan through Security Benefits.

Mayor Brand opened the floor to public participation noting the following instructions:

- To facilitate an efficient and orderly process, anyone wishing to speak should sign in with Assistant Village Manager/CED Director Gilbertson. With this approach there will be no need for attendees to stand in line behind the microphone. Individuals who have signed up to speak are asked to remain seated until your name is called.

Village Attorney Simon stated if anyone in the Public has submitted written comment to staff, those comments are included in the report of the proceedings tonight.

Mayor Brandt stated each Trustee has at their place a letter from Kay Malek and other residents opposed to the proposed development. Mayor Brandt read names of the residents who wrote letters of support for the project. All letters were entered into the public record.

Mayor Brandt continued with instruction to the Public for comment as follows:

- Priority will be given to those in attendance who have not previously had a chance to speak. Those members of the public who have

previously addressed the Village Board on this matter will be given the opportunity to speak only after all others have had a chance to speak.

- Comments should be limited to matters related to new information presented by staff or the petitioner since the August 6th public hearing.
- Staff will collect and consolidate questions germane to this application. Germane subjects include the application review and potential approval process, request for rezoning, Planned Unit Development, schedule of uses, and building height exception.
- Questions relating to specific business operations of The St. James or any other uses proposed are not the subject of this meeting.
- Repetitive comments and testimony should be limited. If someone has previously addressed or raised a particular issue or concerns, the public is asked to refrain from making further comments on the same topic.
- Attendees are encouraged to appoint a representative to speak on behalf of a group with common interests.
- Comments, testimony and questions are to be directed to the Mayor and Village Board and not directly to the petitioner.
- Following the conclusion of public participation, the petitioner and/or staff will have an opportunity to respond to questions/concerns raised as they relate to the standards for granting the zoning relief sought.
- When you address the Village Board, please use the microphone towards the back of the Board Room. State your name for the record and then proceed with your comments or testimony.

Please Note: if anyone requests an opportunity to “cross-examine” the petitioner’s witnesses, please refer them to the Village Attorney to confirm the scope and subject matter of the cross-examination are germane to the public hearing.

Ms. Evelyn Cooper, resident at 8 Victoria Lane, noted she was the Mayor in the 1980’s and provided the Village’s goals and challenges at that time. Ms. Cooper stated her opinion is this project is inappropriate for this property and she would like to see residential development on the site. Ms. Cooper noted if this project is approved she feels it will dictate zoning of the vacant Florsheim property to the west. Ms. Cooper asked the Board what their vision is for Route 22, what the strategy is to keep this area semirural and livable, and how they will prevent additional road widening.

Ms. Susan Olsen, resident at 854 Sutton Court, stated she is not in favor of the proposal.

Mr. Bob Auer, resident at 5 Court of Connecticut River Valley, noted concern regarding all the vacancies in the Village. Mr. Auer stated he would like to see an analysis of comparable businesses in the area to see if this type of project would work.

Ms. Jackie Curtis, resident at 33 Portshire Drive, stated she has lived in Lincolnshire her entire life and would like it to be the same community she grew up in, but she knows it is not and it is not going to be. Ms. Curtis stated that this property will not stay vacant and in her opinion the schools cannot take in any more children. Ms. Curtis stated she would be disappointed if this site turned into a Costco situation like that in Lake Forest, where the developer simply goes up the road and that community then benefits from the project. In her opinion, the proposed project would be a great opportunity for Lincolnshire. Ms. Curtis asked if this project is not approved, what will happen with the land and added she is in favor of this type of project being close to home.

Ms. Joy Serauskas, resident at 1 Fairfax Lane, stated there are critical areas of development in Lincolnshire and the Hewitt/Florsheim sites are one that will dictate property values and quality of life for surrounding residents. Ms. Serauskas noted her opinion is zoning for this property will dictate what the zoning will be for the Florsheim property which will ultimately promote the widening of Route 22. Ms. Serauskas also noted concern with drainage on the property.

Ms. Jody Holzeman, resident at 3 Court of Connecticut River Valley, stated the sight is currently a major eyesore and something has to be done with the property. Ms. Holzeman noted concerns with traffic and sight lines as a result of the proposed development.

Ms. Christine Udoni, resident at 401 Old Mill Circle, stated she has lived in the area for a long time and supports the proposed PUD. If approved, she and others who have children in sports would not have to travel as far for sports activities. The project would allow the high school sports teams a place to practice during the winter season. Ms. Udoni stated the project would produce needed revenue in Lincolnshire and in her opinion would be a great use for the site.

Mr. Dennis Barnett, resident at 3 Court of Connecticut River Valley, asked if the letters of support that were entered into the record were from residents. Mayor Brandt confirmed the letters of support were from Lincolnshire residents. Mr. Barnett asked what the fees would be for the club. Village Attorney Simon stated the fees the petitioner elects to charge patrons is not germane to whether the property is rezoned from Office Campus to B2. Mr. Barnett asked if there has been any type of demographic study done on the property to make sure The Saint James is put into an appropriate area.

Mr. Dan Friedman, resident at 6 Tidewater, noted his opinion is it would require an enormous leap of faith to allow a project to be built by a company that has no known track record. Mr. Friedman stated his opinion is this property would be a great place for a continuing care facility, assisted living, or memory care facility.

Mr. Ray Giuriceo, resident at 107 Surrey Court, asked staff what portion of the 38% office vacancy increase is attributable to the Medline Office Campus itself. Is the Village actively soliciting healthcare companies for their use of this space? Mr. Giuriceo asked the petitioner if the security personnel on-site would be armed, will the facility have metal detectors, and will the facility screen who is invited to tournaments. Mr. Giuriceo asked if the petitioner would provide traffic control from the property after tournaments.

Mayor Brandt reiterated that if comments/concerns were made at a previous meeting, note was taken and asked that the public not duplicate these comments/concerns.

Mr. Bob Schafer, resident of 8 Court of Connecticut River Valley, summarized his idea of what zoning should be. Mr. Schafer asked when the referenced letters of support would become part of the record so the public can review them. Mr. Schafer asked if the Board has been able to vet the owners, does the Village know their background, does the Village know their successes and failures and when will the residents of Lincolnshire get a better idea of who and what is behind this petition. Mr. Schafer asked if the applicant plans to keep the four addresses for the site as is listed on the County website. Mr. Schafer asked how the water bodies, wetlands, soils, and FEMA special flood hazards would impact the proposal. Mr. Schafer asked if the application has been reviewed by the Southeast Lake Facility Planning Area and if not, when. Mr. Schafer continued his list of concerns. Mayor Brandt asked Mr. Schafer if he would like his questions entered into the record. Mr. Schafer provided his list of comments/questions to be entered into the record.

Village Attorney Simon and Village Manager Burke noted many of the questions, germane to the petition, from previous meetings have been answered in the packet found on the Village Website.

Mr. Larry Barnhart, resident at 4 Court of Connecticut River Valley, stated if the application is revised to what was presented in December of 2017, then all the Village's requirements from February 2018 should be honored and noted he did not think these requirements were answered. Mr. Barnhart read Village Code language as it relates to the petition and would like to know why this vague request would be granted based on the code language. Mr. Barnhart asked what the Village sees in this application that makes it a candidate for special consideration. Mr. Barnhart noted concern with this parcel setting zoning for the Florsheim parcel and is the intention of the Village Board to create a commercial corridor. Mr. Barnhart asked if it was the Village's opinion that revenue from such a development will reduce property taxes.

Ms. Kay Malek, resident of 865 Downing Square, asked what would happen with the project if there was a recession. Ms. Malek noted

concerns with her property and the Village if this project is permitted.

Ms. Marianne Seiler, resident of 2 Court of Fox River Valley, asked if the comparable traffic growth rate would be for the same time period relative to other areas such as Milwaukee Ave. Ms. Seiler asked what the acronym BCA stood for on the traffic information slide. Ms. Seiler stated concern for traffic going directly from the site to the freeway. Ms. Seiler asked the Board to consider all due diligence when considering this project.

Mr. Paul Okamoto, resident of 4 Court of Natchez, provided his estimate of additional traffic as a result of the proposed project and questioned the accuracy of the traffic study provided by the petitioner. Mr. Okamoto stated the traffic consultant indicated there was a center lane on Route 22 but it is really not a center lane that is legal to use.

Mr. Barry May, resident of 6 Court of Natchez, read a list of concerns regarding the petition and proposed project and noted his opinion is there is a better solution for the property. Mr. May proposed this petition be put on hold for 180 days to research other options for the property.

Mr. Gene Silverman, resident of 8 Court of Wilmington noted this is not a guaranteed entity and asked for additional information about the hotel; when tournaments are not taking place. Mr. Silverman asked the Board why they did not think this could be developed residential and wanted to know if it was based on potential revenue. Mr. Silverman asked how long construction would take and how long before The St. James runs to its full capacity. Village Attorney Simon stated according to the petitioner the anticipated buildout is 5–7 years.

Ms. Kelly Kalmes, resident of 6 Court of Nantucket asked when the one year clock starts ticking for rezoning; when the year is up. Mayor Brandt stated the clock has not started because it is unknown if it will be approved. Ms. Kalmes asked how trucks and delivery service for the proposed hotel and restaurant are figured into the traffic study. Ms. Kalmes asked if it is possible to reduce the scale of the project. Ms. Kalmes asked if practice time for the schools would be free or would the fee be passed on to the taxpayers. Ms. Kalmes suggested gathering residents from the community to work on these projects and processes.

Mayor Brandt opened the Hearing to comments and discussion by the Village Board.

Mayor Brandt addressed the questions related to strategy and vision of the Florsheim property and stated the zoning for the Florsheim will not become B2 if this property is rezoned B2. Mayor Brandt stated the Florsheim property is currently located in unincorporated Lake County so it would have to be annexed into the Village of Lincolnshire and the long-term plan was for this parcel to be residential and for Old Mill Road to be realigned with Berkshire Lane to the south.

Mayor Brandt noted she has heard in the meeting the desire of the residents for the Village to purchase the land and make this open space or a park. Mayor Brandt stated regardless of the actual price of the property, the Village is not going to purchase the parcel due to the amount of parks and open space the Village already has. If this parcel was turned into park or open-space, it would deplete Village resources in order to support and maintain.

Mayor Brandt stated in terms of housing, there is potential for the Florsheim property to be cluster homes and did not believe it was feasible to have housing on the Medline property and added residential use would impact traffic more than the proposed The St. James project. Mayor Brandt stated the Board has received letters from the local school districts stating they are at capacity and noted her opinion and the opinion of the Board regarding property values ties to top-rated schools.

Village Attorney Simon started addressing questions as follows: Has The St. James done an analysis or market study to test the ability to absorb this type of facility. Mr. Kerin confirmed The St. James has done numerous studies on markets across the country related to sports participation rates, population within a certain distance within the facility of 5-, 10- and 20-miles for different uses and is confident this area can support it demographically.

Village Attorney Simon noted the residents have identified that there are no current The St. James facilities in operation at this time and asked the petitioner if he could comment about the experience of the founders of The St. James and the people who operate The St. James. Mr. Kerin stated the cofounders both have law and business degrees, both have played sports their entire lives, and when growing up it was difficult traveling to different sports functions. The cofounders wanted to open a business together and did extensive studies on sports market and sports participation rates and came up with the idea for The St. James. Mr. Kerin provided a brief summary of The St. James staff and business model.

Village Attorney Simon asked if The St. James would consider engaging in extra traffic control during tournaments/special events. Mr. Kerin stated as they go through further site plans and traffic studies, this is something they have contemplated at the other facility and would consider at this location.

Village Attorney Simon asked Mr. Aboona, the traffic consultant, if he had familiarity with how the traffic counts on all the arterial roads in the area have grown over the last 10 – 15 years. Mr. Aboona stated the growth predictions should be very consistent with the rest of the region.

Village Attorney Simon noted one of the questions was with regard to

the letter grades as they describe levels of service and stated the definition of the letter grades is described in the traffic report that is available on the Village website.

Village Attorney Simon stated the following question was asked: if you are turning east from the property and want to head south on the Tollway, did the study measure the impact of the traffic on the turning movement specifically or is it based on counting vehicles. Mr. Aboona stated the study encompasses all of the above; they look at the turning movements at each intersection and how the intersections operate with each other in terms of spacing. The study encompasses the area east of the Tollway all the way to Riverwoods Road.

Village Attorney Simon asked if the Traffic Study was able to measure the facilities peak hours. Mr. Aboona stated they used the data that is available based on the existing facility in Connecticut and that study focused on the trip generation of the facility as it responds to the peak hours of the street system.

Village Attorney Simon asked if it was the opinion of the Traffic Consultant if the system would be able to sustain the capacity during non-peak hours. Mr. Aboona stated there is definitely capacity during non-peak hours.

Village Attorney Simon stated one of the residents noted that one of the days the traffic study was done there was inclement weather and asked if this was true. Mr. Aboona stated he does not recall if there was inclement weather any of the days the study was performed. Mr. Aboona provided a summary of how the study was performed.

Village Attorney Simon asked if it is possible to reduce the size and/or scale of The St. James facility. Mr. Kerin stated that would not be the current model and the plan is to build the amenities as discussed.

Village Attorney Simon asked staff what part of the 38% vacancy rate is attributable to the Medline campus. Economic Development Coordinator Zozulya stated the 38% office vacancy rate is 1.6 million square feet and out of the 1.6 million, the Medline office campus is 343,000 square feet.

Village Attorney Simon asked if staff has solicited or received interest from the medical industry for development in the Village. Economic Development Coordinator Zozulya stated the Barnes & Noble building in the Lincolnshire Commons Center has become medical but not anything else on a larger scale. Mayor Brandt noted someone brought up having an assisted living care facility and stated there are already two in Lincolnshire.

Village Attorney Simon addressed the question regarding when the clock starts ticking; the one-year zoning and PUD expiration time period

limit starts on the day the proposed Ordinance would be approved. Village Attorney Simon provided additional information regarding the approval process and timeframe for the proposed development. Village Manager Burke provided additional information on the assisted living facilities in Lincolnshire stating Sedgebrook was originally contemplated and approved as a PUD with multiple phases. Approximately three years ago Sedgebrook wanted to separate 19 acres because the final phases did not project the business demand to be built out to the full phasing for which they originally received approval. Village Manager Burke stated staff believes the market has spoken and Lincolnshire is at or near full capacity for assisted living facilities.

Economic Development Coordinator Zozulya provided the number of current parking spaces on the site as approximately 980.

Village Attorney Simon stated a resident asked why the parcel could not be residential and noted the current zoning is Office Campus, if a developer wanted to develop it as residential property, they would have to go through the same process as they are currently going through.

Mayor Brandt noted there was a question about the project not going through SMC and IDNR. Village Attorney Simon stated Illinois General Assembly has recognized that stormwater and drainage does not recognize political boundaries; therefore, stormwater and drainage laws are administered at a regional and statewide level. Lake County adopted a watershed development ordinance that governs land development and how it impacts wetlands, floodplains, and floodways throughout the entire county. There are some communities that have taken the effort to be certified to force that ordinance independently. Lincolnshire has not done that and defers to the regulations of the County. Every development that occurs in Lincolnshire has to get a permit from Lake County Stormwater Management Commission prior to construction. A building permit cannot be issued unless there is approval from the county. If the proposed ordinance is approved, it does not grant preliminary development approval or building activity. Village Attorney Simon provided additional information regarding the process of preliminary development and building activity.

Mayor Brandt addressed demographics and stated the Lincolnshire Sports Association (LSA) has approximately 800 participants per sport, Stevenson High School has over 4,200 students and are in support of the proposed project.

Mayor Brandt noted there was a question regarding security guards carrying guns and if there would be metal detectors onsite. Mr. Kerin stated the guards would be unarmed and they do not currently have metal detectors as part of the plan.

Mayor Brandt asked if the Village Board wished to provide a recommendation on this matter regarding placement on a future Village

Board meeting date for formal consideration and action or vote to place the item on a future agenda without additional testimony and close the public hearing.

Trustee Servi stated he is aware it is difficult to turn left out of Wood Creek Courts and this will not change. Trustee Servi stated he asked if a traffic light could be put up at this location, and IDOT will not put a light up at a private road but there are potential back door/cut through ways the Village could consider working on to help the situation such as creating a secondary access point from Nottingham Lane and maybe other outlets.

Trustee Leider stated the Board always has in mind what is the right thing to do for the community. Trustee Leider stated the Board has to listen to the full community regarding the proposed project and not just what Wood Creek Courts has to say. As an active father of five in the community, Trustee Leider stated many other residents are in support for this in the community. It is important to remember the community makes up hundreds of households. The Board will keep in mind what is right for the entire community.

Trustee Hancock provided context into the Village financials stating the Village does not want to be irresponsible. Trustee Hancock noted the Fresh Market, Half Day Brewing, and City Park were brought up as challenges and stated the answer to this would not be to put a park in; the Village needs economic vitality to be successful. Trustee Hancock stated no one in the Public brought up the fact that the average age of residents of Lincolnshire is actually increasing at a higher rate compared to surrounding communities which is not typically a good economic signal. Trustee Hancock noted the traffic is an issue but it is not just Lincolnshire traffic so the question the Trustees have is whether or not the proposed project is the right decision for all of Lincolnshire. Trustee Hancock stated the proposed project may not be in the right location for him personally but his opinion is that it is in the right location for Lincolnshire.

Trustee McDonough stated the Board is asked from time to time to make irrevocable decision based on inadequate information and in his opinion the information provided is currently inadequate. Trustee McDonough provided a summary of approving the height variance for Medline. Trustee McDonough stated everyone who spoke had excellent points and legitimate concerns but as more information is provided and the Public has a better understanding of what the proposal is, the Public may see that the project is not a bad alternative considering other things that could go in at this location. Trustee McDonough stated his opinion is he would like to have a preliminary development plan and would like to get more information before rushing forward with the project.

Trustee Grujanac stated this is a piece of land the Village knows needs to be developed, and it needs to be developed carefully. Trustee

Grujanac expressed that Mayor Brandt brought up a good point in the fact that the Florsheim is not part of the Village of Lincolnshire, and there is no control over this parcel currently. Trustee Grujanac stated if the parcel is approved for rezoning, she would like the community to come together to move the project forward.

Trustee Harms Muth stated she appreciated the Public coming to the Board with information and concerns but as a Trustee she has to represent the entire community not just two subdivisions which make up just 6% of the community. Trustee Harms Muth stated the petition today is for zoning and current zoning is clearly not viable since the property has sat vacant for more than three years and office vacancies are at 38%. Trustee Harms Muth stated she has many of the same concerns the public has expressed about this particular development but it is not the phase of the project for the petitioner to answer these concerns. When the preliminary development plan is submitted, she will make sure these concerns are addressed. Trustee Harms Muth stated it is her opinion the Village needs to take this property and rezone it and work together on how that rezoned property is developed.

Mayor Brandt asked again if the Village Board wishes to provide a recommendation on this matter regarding placement on a future Village Board meeting date for formal consideration and action. Any vote to place the item on a future agenda without additional testimony will close the public hearing. Otherwise, any requests for additional information will continue the public hearing.

Trustee Hancock asked Trustee McDonough what additional information he would need to approve rezoning. Trustee McDonough stated there are no hotel and no restaurant users identified, and the revenue stated of over \$300,000 is not accurate without this information. Trustee McDonough stated he would like to see a development with a hotel and a restaurant which have not been presented and there is no indication of any. Trustee McDonough stated this development can happen if rezoned B2 but in his opinion, it needs a lot more work in finding companies that are going to go into it and provide a development plan. Trustee Hancock noted he understands Trustee McDonough's concerns but would rather see the parcel rezoned and move forward with some economic value.

Mayor Brandt stated when the Board has previously been in this situation they went through the development plans for each parcel separately and gave the example of Culver's. Restaurants and hotels may not be attracted to the site until rezoning is approved. Trustee Servi stated his opinion is that it is not realistic to have a firm development plan at this point.

Mayor Brandt noted there would be revenue from real estate transfer taxes as well as connection fees should the development of the property proceed.

Trustee Grujanac asked if it is possible for the residents to form a committee and have a say on the project if it moves forward. Village Manager Burke noted there is nothing in the code that would provide for this, but when the ARB reviews a development project, they go through a workshop session where members of the Public can attend, be present, participate and offer comments. Mayor Brandt stated they would keep the email list they have and let the public know when the ARB meeting takes place.

It was the consensus of the Board to put this on the Regular Village Board meeting agenda for consideration and action.

Mayor Brandt closed the Public Hearing and reconvened the Special Committee of the Whole at 10:16 p.m.

3.2 Finance and Administration

3.21 Consideration of a Resolution Approving Closed Session Meeting Minutes and Authorizing the Village Clerk to Make Certain Closed Session Meeting Minutes Available for Public Inspection First Review 2018 and Authorizing Destruction of Certain Audio Recordings of Closed Session Minutes (Village of Lincolnshire)

Village Manager Burke provided a brief summary of the semi-annual Resolution approving closed session meeting minutes and authorizing the Village Clerk to make certain closed session meeting minutes available for public inspection first review 2018 and authorizing destruction of certain audio recordings of closed session minutes.

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

3.22 Mid-Year Update on Fiscal Year 2018 Budget and Village Goals and Objectives for 2019 (Village of Lincolnshire)

Village Manager provided a presentation regarding a mid-year update on fiscal year 2018 Budget and Village goals and objectives for 2019.

Mayor Brandt asked if the numbers presented represent the real estate transfer from the sale of Sedgebrook in the amount of \$240,000. Village Manager Burke confirmed the numbers presented did not include the real estate transfer from the sale of Sedgebrook. Trustee Leider asked how the real estate transfer dollars are viewed. Village Manager Burke stated he budgets an annual average for this revenue and does not contemplate these one-time major property transactions, so the money is not reflected when going into the five-year financial forecast.

Trustee Hancock noted the report states that at the six month mark general expenditures exceed revenues by \$1.3 million. Village Manager Burke stated this is due to the timing of when the Village receives

property tax dollars and certain other revenue. Trustee Hancock asked what staff is forecasting. Village Manager Burke stated in the projections, based upon where the Village is at and where the Village has been historically at the sixth month mark, we will end the year positively in the General Operating Fund; across all departments, in total. The Capital Fund will come in slightly under budget. Water and Sewer sales are at 44% of revenues at the point of June but Lincolnshire has had one of the driest July's on record, so sales are expected to increase over the next few months.

Trustee Leider asked for an explanation of cash flow coming in for special events as mentioned for the real estate transfer of Sedgebrook; how is the money spent relative to regular cash flow coming in through the normal course of business. Village Manager Burke stated that at the end of the fiscal year, anything that exceeds the 75% funding balance policy the Board has established, gets transferred into the General Capital Fund and is segregated for infrastructure. These one-time revenues are not looked at as an opportunity to fund day-to-day operations but rather as a capital project/equipment funding opportunity.

Village Manager Burke concluded by stating there is a mid-year review in the packet of where staff is with goals and objectives by department.

3.23 Consideration of Five-Year (2019-2023) Financial Forecast (Village of Lincolnshire)

Village Manager Burke provided a presentation regarding the five-year Financial Forecast. Village Manager Burke presented charts and information of the General Operating Fund – Fund Balance vs. Policy.

Trustee Grujanac asked about noticeable spikes in the charts. Finance Director/Treasurer Peterson stated the spike was related to the increase in water rates in the Water Fund, so the year ended up stronger and staff needs to make the transfer to the General Fund. The chart shows the best estimate at that moment.

Village Manager Burke continued the presentation with charts related to the General Capital Fund – Fund Balance, General Fund – Revenues with Operating & Capital Expenses, and Water & Sanitary Sewer Fund – Annual Operating Expenses vs. Fund Balance.

Trustee Hancock asked if the Village is covering operating expenses with the increase of water rates. Village Manager Burke confirmed the Village is covering operating expenses due to the water rate increase. Trustee Hancock stated to properly charge for the use of sanitation, the Village needs to be charging more than just the cost of the water and include something for the infrastructure and asked Village Manager Burke if the Village is covering both of these elements adequately. Village Manager Burke stated these are not covered purely with just the rate increase and highlighted this in the chart showing the capital

expense demand over the five-year period. Mayor Brandt asked if connection fees for the proposed projects are included in the chart. Village Manager Burke stated staff does not account for one-time connection fees in the budget since they are unknown. Village Attorney Simon stated there are rate studies that have to be done to project how the water & sanitary sewer revenue & expenditures match. Trustee Leider stated when the Board set the rates it was with the idea that the Village was competitive with the market. Trustee McDonough stated the rates set are higher than the cost of purchase of the water. Trustee Leider stated to run the system takes more than the Village is charged for purchase of the water. Mayor Brandt stated that in the past, the Village did not pass on the water rate increases regularly to residents, and now the Village is trying to catch up. Village Manager Burke stated this was the reason the Village recently implemented the tiered rate. Mayor Brandt asked staff to provide comparisons of community rates, who the biggest users are, and information on current connection fees at the budget meeting.

Village Manager Burke concluded his presentation with a chart related to Water & Sanitary Sewer Fund – General Fund Transfers to Water & Sewer Fund.

- 3.3 Public Works
- 3.4 Public Safety
- 3.5 Parks and Recreation
- 3.6 Judiciary and Personnel

4.0 ADJOURNMENT

Trustee Grujanac moved and Trustee McDonough seconded the motion to adjourn. Upon a voice vote, the motion was approved unanimously and Mayor Brandt declared the meeting adjourned at 10:40 p.m.

Respectfully submitted,

VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk

**REQUEST FOR BOARD ACTION
Committee of the Whole
August 27, 2018**

Subject: Westgate of Lincolnshire Homeowners Association Fence Installation – Major PUD Amendment

Action Requested: Preliminary Evaluation of a Petition for a Major Amendment to Westgate of Lincolnshire Planned Unit Development (PUD) to Install a Fence on a Berm along Route 22/Half Day Road

Petitioner: Westgate of Lincolnshire Homeowners Association

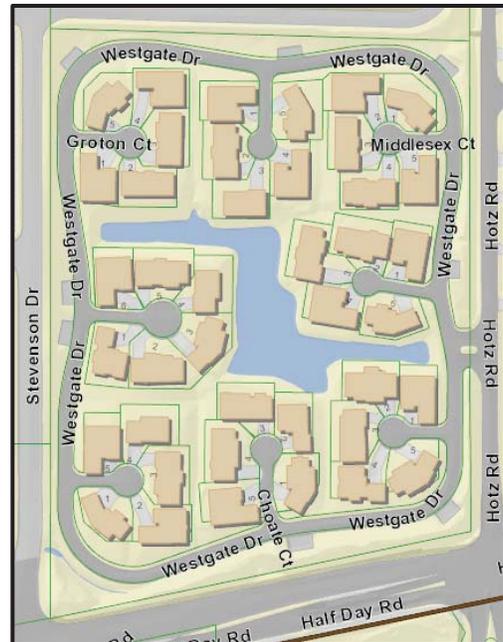
Originated By/Contact: Ben Gilbertson, Assistant Village Manager/CED Director

Referred To: Architectural Review Board

Background:

- The Westgate of Lincolnshire Homeowners Association (HOA) seeks a Major Amendment to the Westgate of Lincolnshire Planned Unit Development (PUD) to install a fence on a berm along Route 22/Half Day Road to deter pedestrian traffic from and to Stevenson High School (SHS) through the Westgate neighborhood. The homeowner’s association also requests a waiver of internal Village fees.
- The 41-home subdivision is zoned R3 Single-Family Residence with a PUD overlay. It is located directly east and south of the SHS campus. Route 22/Half Day Road borders the subdivision to the south. Hotz Road runs parallel to the east property line. Across Hotz Road are several residential properties with a mix of R1 and R3 Single Family Residence zoning. See Figure 1 for reference.
- In June 1989, the Village Board approved Ordinance No. 89-1068-35 which included an annexation agreement and PUD approvals for the subject property. At that time, the Stevenson High School student body population was approximately 1,900 students. Since then, the school’s population has grown to nearly 4,200 students. SHS’s footprint and facilities have grown to accommodate population growth and these changes have also brought additional traffic to the area. SHS officials support the petitioner’s request.

Figure 1: Westgate Subdivision



Proposal Summary & Staff Comments:

Fence Proposal

- The proposal is to install a fence on a berm that borders the southern edge of the subdivision (see Document 1). An existing 8’-tall fence runs along the northern and western property lines to separate Westgate from SHS. The current fence is constructed of a solid cedar “board-on-

board” with steel posts set in concrete (see Document 3). The proposed fence would serve as a continuation of the existing fence such that an 8’-tall angled section would carry 26’ before turning parallel to Route 22/Half Day Road (see Document 6). The fence would continue up the approximately 5’-tall berm, with the height of the fence gradually decreasing to 6’ and undulating with the berm. The section along Route 22/Half Day Road would measure 293’ in length (see Document 7).

- The petitioner requests a major amendment to the PUD with the following three zoning exceptions:
 - 1) Increase the height of a fence adjacent to Half Day Road from the maximum permitted 6’ to 8’, per Section 6-15-3(A)(1)(c)(ii) of the Village Code;
 - 2) Placement of a fence on a berm which is not permitted, per Section 6-15-2(B)(2) of the Village Code; and
 - 3) A traditional board and batten style solid wood fence style which does not include post end caps as is required per Section 6-15-3(A)(1)(d)(ii).
- Height of a fence adjacent to Half Day Road exception: The exception is required due to four transitional sections of fence exceeding the 6’-tall maximum established by the Village Code. The petitioner affirms taller sections of the fence are needed at this location to deter pedestrian traffic through the subdivision. Staff supports the gradual height decrease to 6’ along the majority length of the berm.
- Placement of a fence on a berm exception: This exception is required due to the landscaped berm that buffers the subdivision from Route 22/Half Day Road and the adjacent State right-of-way, leaving no room for a fence outside the berm area. The petitioner is confident minimal damage will occur to existing landscaping, and have agreed to install 60 salt-resistant plants along both sides of the fence to “soften” aesthetic impact (see Document 11).
- Fence style without post end caps exception: This exception is required for consistency with the existing fence along the west and north property lines. The current Village Code was revised in 2014 and requires post caps. However, the traditional board and batten style solid wood fence allowed by Village Code is substantially similar to the existing fence with the exception of the post end caps (see page 7 of Document 10). Staff supports this request.

Fee Waiver Request

- The petitioner also requests a waiver of application fees under Sections 5-3-2(A) and 5-3-2(B) of the Village Code, which allows an exemption of fee payments up to \$5,000 for qualifying organizations. This would apply only to “internal” Village fees and does not include fees such as Village Attorney fees and public hearing notice publication costs. As the Westgate of Lincolnshire Homeowners Association is classified as a “not-for-profit corporation” per the Illinois Secretary of State, the Village Attorney believes their exemption request is in accordance with the Lincolnshire Village Code. The Village has previously granted fee waivers for requests submitted by School Districts 103 and 125, churches, and other taxing bodies.

Review & Approval Process:

The proposed Major Amendment to the PUD requires evaluation by the Architectural Review Board (ARB) for the fence design and landscaping requirements. Following the ARB recommendation, a public hearing is required at the Committee of the Whole regarding the PUD amendment, with a final vote by the Village Board. The Zoning Board is not involved because this is PUD.



Recommendation:

Preliminary evaluation and referral to the ARB for design review.

Reports and Documents Attached:

- Document 1: Cover letter from the Westgate of Lincolnshire Homeowners Association.
- Document 2: Planning and Zoning Application.
- Document 3: image of existing fence along Stevenson Drive.
- Document 4: image of existing corner and berm at Stevenson Drive and Route 22/Half Day Road.
- Document 5: rendering of proposed angular fence extension at Stevenson Drive and Route 22/Half Day Road.
- Document 6: aerial plan of existing fence and proposed fence extension.
- Document 7: rendering of north elevation of proposed fence extension from Route 22/Half Day Road.
- Document 8: Letter requesting waiver of application fees.
- Document 9: Westgate of Lincolnshire Homeowners Association Corporation File Detail Report.
- Document 10: Chapter 15 of the Lincolnshire Village Code.
- Document 11: proposed landscape plan.

Meeting History	
Committee of the Whole Meeting:	August 27, 2018

Westgate of Lincolnshire
8 Dartmouth Court
Lincolnshire, IL 60069

August 16, 2018

To: Mayor Liz Brandt, Village Trustees, Ben Gilbertson, Tonya Zozulya, Walter Dittrich
Village of Lincolnshire, One Olde Half Day Road, Lincolnshire, IL 60069

Cc: Sean Carney, Stevenson HS District Office

All,

On behalf of the homeowners of Westgate and its Board of Directors, this letter expresses our application for approval to extend an existing partial boundary fence. The extension will be near Westgate's southern boundary at Illinois Highway Route 22. We seek a variance for placement of the fence on a berm. Details will be provided below.

NEED FOR THE FENCE EXTENSION:

Westgate adjoins Stevenson High School, whose student population has grown over the years to over 4,000. Some students accessing the high school for classes and sporting events create problems for Westgate, both as pedestrians and as parkers. An existing 8' cedar "board on board" boundary fence separates Westgate from the school on our north and west sides. However, there is no fence at the southwest corner of our property and no fence along the IL-22 highway itself. We have an ongoing issue with nonresident students crossing our southern berm to access Westgate from the highway sidewalk. Besides causing wear and tear to the berm and other landscaping, the trespassers drop litter, make noise, and use Westgate as a "cut through" to reach homes on Hotz Road and beyond, where, unfortunately, some homeowners rent driveway parking to them. Some also park inside Westgate itself, forcing us to act as private parking police and in some cases have cars towed away. We seek to cut off the flow of pedestrians across our southern berm by extending the existing fence by approximately 319', which is about half of our southern boundary (further east the berm is higher and denser, and there is not much incentive for trespassers to cross over it). We have discussed these issues with Sean Carney at the Stevenson HS District Office, and he is supportive of our plan.

DESCRIPTION OF THE FENCE EXTENSION:

Please refer to Exhibit A (photo), showing a section of our existing fence, which is 8' high, constructed of cedar "board on board" with steel posts set in concrete. A small amount of arch is at the top of each section. We propose to continue this same construction and transition the fence height from 8' to 6' for aesthetic consistency with the existing fence.

Exhibit B (photo) shows the southern end of our existing north-south fence near our southwest corner, next to Stevenson Drive. An existing sign, "Westgate of Lincolnshire" is also seen in the photo. The proposed fence extension will pass behind this sign, as shown in

Exhibit C, which is a photographic representation of the beginning of the extension, with a 26' angled segment passing behind the Westgate sign before turning east along the southern berm. The sign will not be moved or modified, and a second plant will be added where shown to balance the landscaping.

Exhibit D (plan view) shows the location of the fence extension, with dimensions and locations of fence post holes. Beyond the 26' angled segment at the corner, the fence will run 293' east along our southern berm, 5'

Document 1

in from the IL-22 ROW (as agreed with Walter Dittrich). After a transition segment the fence will be 6' high, and will be constructed in 8' wide sections, except for a 10' wide section crossing over the location of a water main (as agreed with Walter Dittrich), and a few 6' wide sections where needed to achieve specified dimensions.

Exhibit E (photo and diagram) is an elevation view looking north at the entire length of the fence extension. Measurements were taken of the height of the IDOT-constructed retaining wall, as well as the height of the berm at 5' in from the ROW. The sidewalk was used as the reference for these measurements, which were used to create the lower diagram on the exhibit page, to a vertical scale which matches the horizontal scale. The 6' fence was then added to the diagram. Finally, a copy of the resulting fence outline was then superimposed on the upper panoramic photograph to show where the fence will be (vertically) with respect to the berm and its landscaping. The transition from 8'h (matching existing fence) to 6' high will occur just east of the angled segment, as shown in the Exhibit E diagram at lower left. The transition takes advantage of the rise of the berm at that location, so that the top of the fence remains approximately level while the bottom rises with the berm until the fence height is 6' for the remainder of its east-west length.

TREES AND LANDSCAPING:

Fortunately, almost all trees on the berm are more than 5' back from the ROW. We have met with fence contractor Action Fence and landscaping contractor Arrow Shop, and we believe that no trees will need to be removed. Many trees will require trimming, which will be done by our landscaping contractor.

Most of the large trees on the berm were planted 25-30 years ago, and their upper canopy produces so much shade within the berm that landscaping plants seek light near the front of the berm along the retaining wall. For this reason, many of the existing shrubs and ground covers are already within the 5' fence setback, and will remain. In addition, we will plant a total of 60 of the following salt-tolerant plants within the setback. These have been proposed by our landscaper: Little Spire Russian Sage, Arrowwood Viburnum, Annabelle Hydrangea, Stella De Oro Daylily, Variegated Ornamental Grass, and shredded hardwood mulch.

VARIANCE:

A fence on berm variance is requested and is needed because there is no other place the fence could go. At the fence location (5' in from ROW) the berm is never very high (reaching a maximum of 52 inches) and its height variation is never abrupt. For this reason, we believe the effect of the berm is small and the variance should be granted. We also note that there is another place on IL-22 in Lincolnshire (east of Riverwoods on the south side) which already has a similar fence installed on a berm higher than Westgate's.

CONCLUSION:

Westgate respectfully asks for your support in letting us achieve this project. We thank all that have helped us and look forward to the approvals necessary to complete our project before the new school season starts.

For the Westgate Board of Directors, Sincerely,

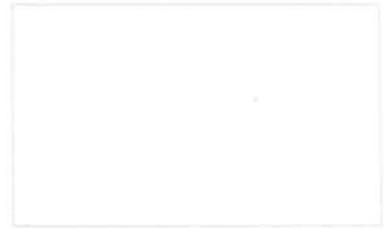
Gordon Grote (Acting VP, Special Projects), (847) 612-6728

Robert Barnhill (Treasurer), (847) 634-1017

Attachments: Exhibits A through E



One Olde Half Day Road
Lincolnshire, IL 60069
847.883.8600
www.lincolnshireil.gov



PLANNING & ZONING APPLICATION

DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

Application Number: _____

PROPERTY ADDRESS: WESTGATE OF LINCOLNSHIRE

PIN #(s): 1515304001

APPLICANT NAME: WESTGATE OF LINCOLNSHIRE HOME OWNERS ASSN.

APPLICATION REQUEST(S) Please check all that apply

- Amendment
 - Text*
 - Annexation Agreement
 - Other
- Architectural Review Board (ARB)*
 - New Structure/Development
 - Modification to Structure/Development
 - New Signage
 - Modification to Signage
- Special Use*
 - New Special Use/PUD
 - Major Amendment to Special Use/PUD
 - Minor Amendment to Special Use/PUD
- Appeal of Administrative Decision
- Annexation*
- Rezoning*
- Subdivision*
- Variance*

* Refer to the applicable Information Packet for additional information and required materials.

DESCRIPTION OF REQUEST(S):

BOARD ON BOARD FENCE EXTENSION

(SEE ATTACHED LETTER FOR DETAIL)

Attach additional pages if necessary

APPLICANT INFORMATION

Applicant Information

Name: WESTGATE OF LINCOLNSHIRE H.O.A. Company: _____
Address: 8 DARTMOUTH CT. Telephone: (847) 612-6728
LINCOLNSHIRE, FL. 60069 Fax: ()
Email Address: ADMIN@WESTGATE-LINCOLNSHIRE.ORG

Primary Contact Information (if different than Applicant Info)

Name: GORDEN GROTE Company: _____
Address: 5 CHOATE CT. Telephone: (847) 612-6728
LINCOLNSHIRE, IL. 60069 Fax: ()
Email Address: GFG14V@GMAIL.COM

Property Owner Information (if a Trust, see attached Beneficiary Disclosure Form)

Name: SAME AS ABOVE Company: _____
Address: _____ Telephone: ()
_____ Fax: ()
Email Address: _____

REPRESENTATIVES INFORMATION

Attorney

Name: ROBERT B. KOGEN Company: KOVITZ SHIFRIN NESBIT
Address: _____ Telephone: (847) 537-0500
_____ Fax: ()

Architect/Land Planner

Name: _____ Company: _____
Address: _____ Telephone: ()
_____ Fax: ()

Engineer/Land Surveyor

Name: _____ Company: _____
Address: _____ Telephone: ()
_____ Fax: ()

Landscape Architect

Name: ARROW SHOP Company: _____
Address: 50 LAKEVIEW PKWY Telephone: (847) 634-9545
VERNON HILLS, IL. 60069 Fax: ()

Other: ACTION FENCE

Name: 945 TOWER RD. Company: _____
Address: MUNDELEIN, IL. 60060 Telephone: (847) 949-6499
_____ Fax: ()

REQUIRED MATERIALS

The materials identified below must be included with the Application, *incomplete submittals will not be accepted*. Prior to submitting an Application Packet, a pre-application meeting with the Planning Staff is recommended.

- Letter of Request:** The Applicant must provide a letter to the attention of the Mayor and Village Board of Trustees, with this application, which describes the request(s) and outlines the reason(s) for the request(s).
- Legal Description:** The legal description of all subject properties must be submitted in (1) an accurate and legible 8½" x 11" paper format, and (2) an electronic duplicate in Microsoft Word format.
- Plat of Survey:** An accurate Plat of Survey prepared by a registered land surveyor or professional engineer. The Plat of Survey must include all information required by the Illinois Survey Manual.
- Application Fee(s):** See page 4 of this Application.
- Cash Advance Account Deposit:** See page 4 of this Application
- Accompanying Documents Identified in Information Packet (if necessary)**

APPLICANT/OWNER ACKNOWLEDGEMENTS

The Applicant(s) and Owner(s) do hereby certify, acknowledge, and affirm that:

1. I (We) have carefully and fully read this application, and all of the statements contained in this Application Packet are true.
2. I (We) fully understand and agree to comply with the terms and provisions outlined in this application and the Lincolnshire Village Code.
3. I (We) agree to pay all applicable filing fees and assume responsibility for the payment of all reimbursable expenses associated with the processing of this application and request(s).

Gordon F. [Signature]

Signature of Applicant

*Westgate of Lincolnshire
Home @ when less.*

Date *6/25/12*

Signature of Property Owner

Date

Development Review Fee Schedule

In order for an application to be placed on a meeting agenda, cash or check payment in the amount equal to the total application fees plus the required Cash Advance Account for each request must accompany the application.

The Cash Advance Account System is to provide immediate funds for payment of actual expenses incurred by the Village as a result of processing the application. The Cash Advance Account is established based on the estimated costs for services to be rendered. If the actual costs for the services exceed the amount of the initial deposit, the applicant will be required to replenish the account upon request. Any funds remaining in the account at the completion of the project will be refunded to the applicant.

All checks made payable to "Village of Lincolnshire"

Request	Application Fee	Cash Advance Account Deposit
Amendment	\$500.00	\$1,000.00
Annexation	\$500.00 per acre	\$1,000.00
Appeals to Administrative Decision	\$100.00	
Architectural Review Board		
Minor Improvement(s)	\$250.00	\$250.00
Major Improvement(s)	\$500.00 per structure	\$500.00
Planned Unit Development	\$2,000.00	\$4,000.00
Pre-Annexation Agreement	\$500.00	
Development Review Team		
Single-Family Residential Lot of Record	\$150.00	
Non-Residential Property	\$50.00 per acre (Minimum Charge: \$150.00) (Maximum Charge: \$2,500.00)	
Special Use		
Single-Family Residential Lot of Record	\$500.00	\$500.00
All Other Requests	\$500.00	\$1,000.00
Subdivision*	\$1,000.00	\$3,000.00
*Additional Acreage Impact and Donation Fees may be required, please refer to the Subdivision Supplemental Information Packet.		
Variance		
Single-Family Residential Lot of Record	\$250.00	\$250.00
All Other Requests	\$250.00	\$500.00

N/A

Beneficiary Disclosure Form (Land Trusts)

For any property held in a land trust, all beneficiaries of the trust must be identified by name, address, and interest in the subject property. In addition, the application must be verified by the trustee or beneficiaries. In the event the beneficiary of land trust is a corporation, the corporation shareholders must be identified.

Beneficiaries of Land Trust #: _____

Name of Beneficiary: _____ Interest in Property: _____
Address: _____ Telephone: () _____
_____ Fax: () _____

Name of Beneficiary: _____ Interest in Property: _____
Address: _____ Telephone: () _____
_____ Fax: () _____

Name of Beneficiary: _____ Interest in Property: _____
Address: _____ Telephone: () _____
_____ Fax: () _____

Trustees:

Name: _____
Address: _____ Telephone: () _____
_____ Fax: () _____

Name: _____
Address: _____ Telephone: () _____
_____ Fax: () _____

Beneficiary Signature: _____

Trustee Signature: _____

Beneficiary Signature: _____

Trustee Signature: _____

Beneficiary Signature: _____

Trustee Signature: _____

SUBSCRIBED AND SWORN TO ME before this

SUBSCRIBED AND SWORN TO ME before this

_____ day of _____ 20 _____

_____ day of _____ 20 _____

Notary Public

Notary Public

Public Notification for Public Hearings

Applications for Amendment, Rezoning, Variance, and Special Use requests must provide public notification of the public hearing. The Applicant must obtain a list of all owners of record for all lots within 250 feet of the subject parcel for which the Application is being sought. Information on all persons to whom the current real estate tax bills are sent, mailing address, property address, and Permanent Index Number (PIN) for all properties within 250 feet of the subject parcel(s) is available at the **Vernon Township Assessor's Office, 3050 Main Street, Buffalo Grove, Illinois, (847) 634-4602.**

The Planning Staff will provide the Applicant with an electronic copy of the public hearing language for use in mailing. The Applicant will be required to send such notices by certified or registered mail, with return receipt requested, no more than thirty (30) calendar days nor less than fifteen (15) calendar days in advance of the Public Hearing. Upon completion of the public notification mailings, a sworn affidavit (see Notification of Public Hearing Affidavit below) verifying mailing shall be filed with the Department of Community Development no less than four (4) business days in advance of the Public Hearing.

Notification of Public Hearing Affidavit

I, _____, hereby certify under penalty of perjury as follows:

1. That on the ____ day of _____, 20____, such day being not less than ____ days before the hearing so described, affiant caused to be mailed, through certified or registered mail, return receipt requested, in the Post Office of _____, copies of the attached Notice of Public Hearing to the owners, as recorded in the office of the recorder of deeds or the registrar of titles of the county in which the property is located and as appears from the authentic tax records of such county, of all property within 250 feet in each direction of the location for which the application has been filed, excluding public rights of way of the subject site, located at _____, and to the owners, or representatives, of property listed as exempt.

2. That the parties to whom said notice was mailed are set forth on the attached list.

[Please attach list to this Affidavit]

Signature

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Notary Public

Document 3



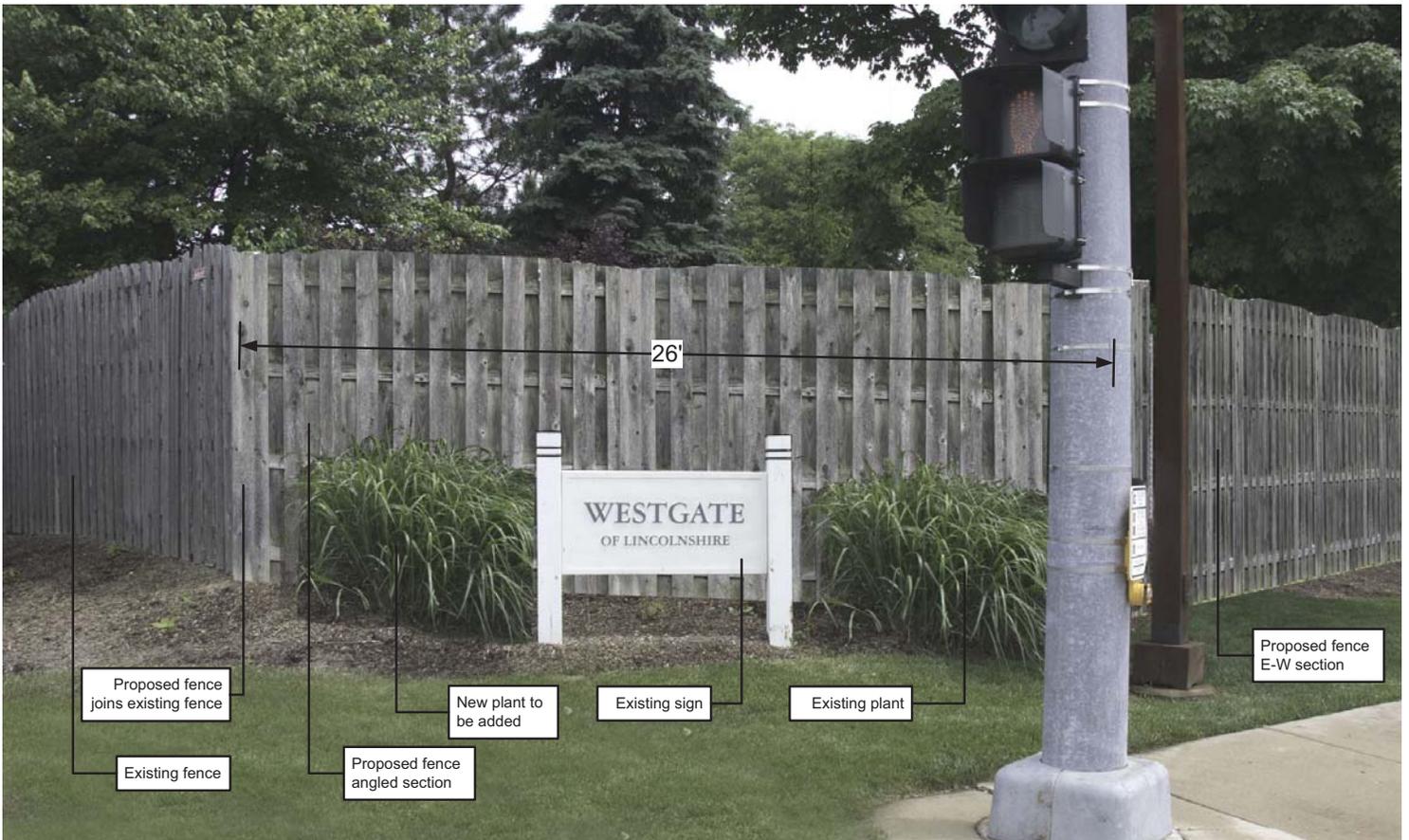
Document 4



Document 5

Westgate of Lincolnshire

Proposed Fence Extension: Elevation View of Angled Section



Prepared by Bob Barnhill, (847)634-1017

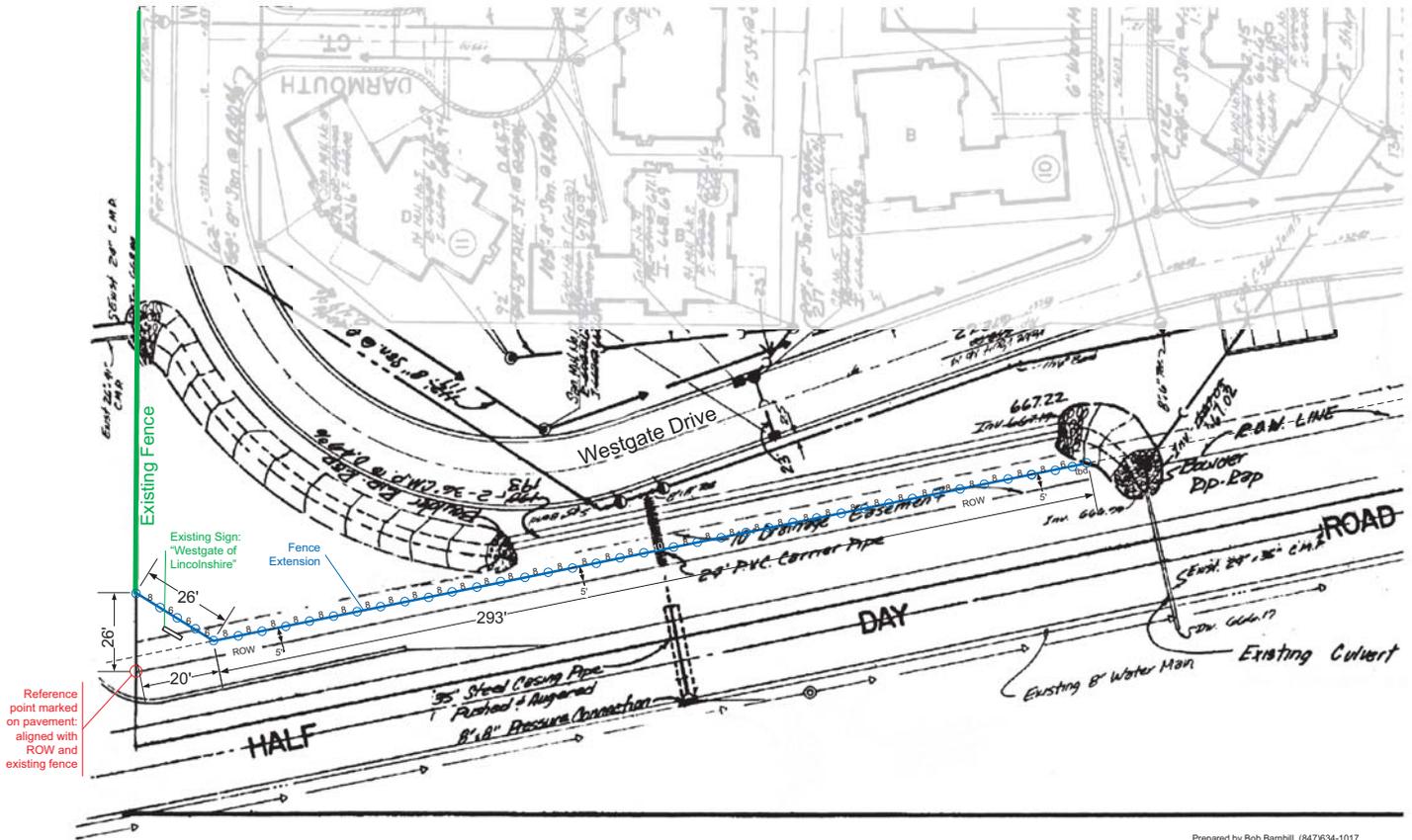
Westgate of Lincolnshire

Revision C

June 19, 2018

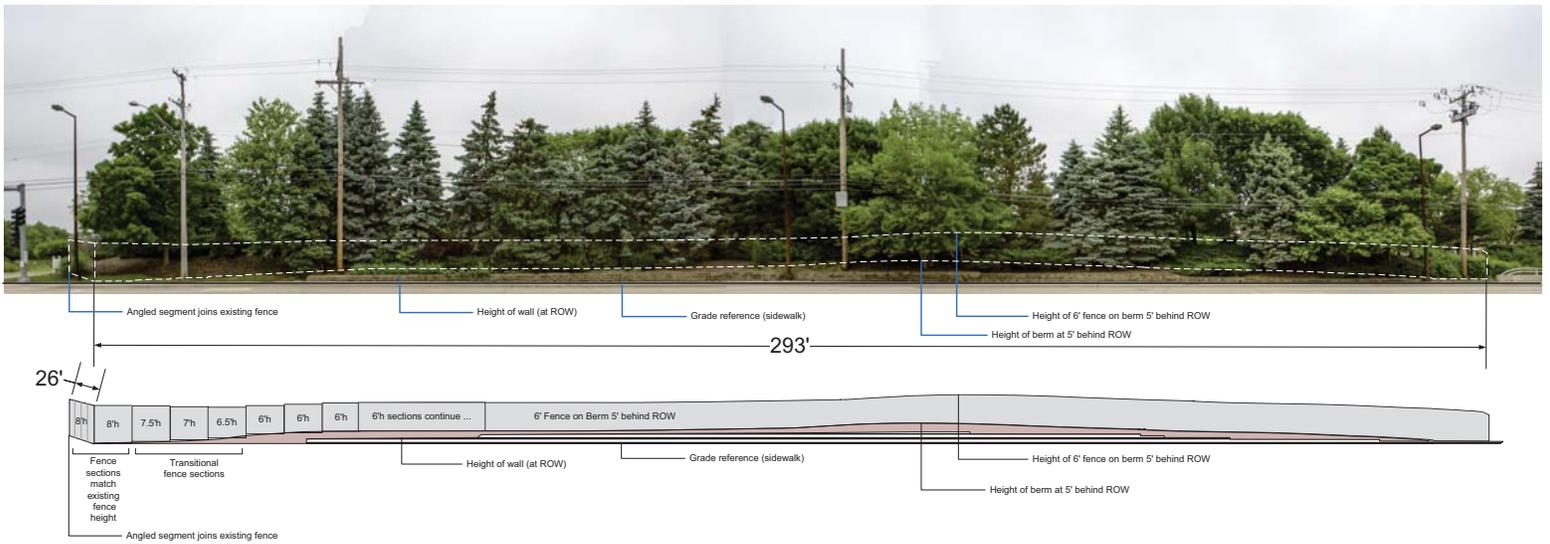
Westgate of Lincolnshire

Proposed Fence Extension: Plan View



Westgate of Lincolnshire

Proposed Fence Extension: North Elevation View



Document 8

Westgate of Lincolnshire
8 Dartmouth Court
Lincolnshire, IL 60069

August 20, 2018

To: Mayor Liz Brandt, Village Trustees, Ben Gilbertson, Tonya Zozulya, Walter Dittrich
Village of Lincolnshire, One Olde Half Day Road, Lincolnshire, IL 60069

Subject: Request for waiver of fees for Westgate fence extension application

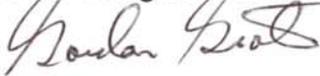
All,

On behalf of the homeowners of Westgate and its Board of Directors, this letter expresses our request for Lincolnshire designation of Westgate as a non-profit under the Village code definition of "charitable organization", therefore eligible to have the fees waived for the current fence extension application. We hereby request that the relevant fees be waived.

This letter is an addendum to the project file document bundles previously submitted for the project.

Thank you for your consideration and support.

For the Westgate Board of Directors, Sincerely,



Gordon Grote (Acting VP, Special Projects), (847) 612-6728



Robert Barnhill (Treasurer), (847) 634-1017

Document 9**CORPORATION FILE DETAIL REPORT**

File Number	56013784		
Entity Name	WESTGATE OF LINCOLNSHIRE HOMEOWNERS ASSOCIATION		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	NOT-FOR-PROFIT
Incorporation Date (Domestic)	06/26/1990	State	ILLINOIS
Agent Name	ROBERT B KOGEN	Agent Change Date	09/25/2015
Agent Street Address	175 N ARCHER	President Name & Address	
Agent City	MUNDELEIN	Secretary Name & Address	
Agent Zip	60060	Duration Date	PERPETUAL
Annual Report Filing Date	05/14/2018	For Year	2018

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(One Certificate per Transaction)

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[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

CHAPTER 15

FENCES AND SCREENS

SECTION

- 6-15-1: Intent and Purpose
- 6-15-2: General Requirements
- 6-15-3: Specific Requirements by Type
- 6-15-4: Permits, Variations and Exceptions

6-15-1: **INTENT AND PURPOSE:** This Chapter is intended to regulate the location, appearance and construction of residential and non-residential fences and screens that may be constructed in the Village. The purpose of these regulations is to maintain the public health, safety and welfare, to define boundaries, to protect the property values and economic well-being of the Village, and to promote the openness of residential yards in the Village.

6-15-2: **GENERAL REQUIREMENTS:**

A. **Location:**

- 1. General:
 - a. Fences and screens (except underground electronic fences) shall not be located within a required front or corner side yard setback and shall not extend beyond the front façade of a primary structure. If the front façade of a primary structure is located within a required front or corner side yard setback, constructed fences or screens shall not extend into that required setback.
 - b. Any owner desiring to locate a fence in, over, upon or across an easement shall be required to submit a waiver on a form supplied by the Village of Lincolnshire.
- 2. Floodway: No fence shall be located within the Floodway except to the extent permitted by the Lake County Watershed Development Ordinance, as amended. By way of example but not permission, a fence may be permitted in the floodway if it is associated with a recreational facility, such as playing fields or trail systems, and is designed to be 50% open when viewed from any one direction and parallel to the direction of flood flows.

B. Appearance:

1. Color: All fences and screens shall be of a color which blends with the natural surroundings or is complementary to a color used in the primary structure on the lot. All metallic fences permitted by the provisions of this Chapter shall be a pre-finished white, black, dark brown or dark green color. Permitted chain link fences may be vinyl coated in above colors.
2. Height: The overall standing fence height may be increased by no more than 4" to accommodate decorative fence elements such as caps. Fences shall not be placed on constructed earthen berms or mounds, unless the Village Board has granted a variation to the fence height requirements.
3. Materials: Fences shall be constructed of a non-metallic or ornamental metal material and must be of the open type with a finished side facing outward, unless otherwise specified in the provisions of this title. Chain link, barbed wire and other non-self supporting fences are prohibited, except where they are specifically permitted by this Code. Metal screens are prohibited.

C. Construction Requirements: All fences and screens in the Village require a building permit issued by the Village. All fences and screens shall be constructed of materials and in a manner which meets or exceeds the requirements of all adopted codes. Fence posts shall be designed of a decay or corrosion resistant material and shall be embedded into tamped earth, compactable gravel or concrete, to a depth which will ensure structural stability.

6-15-3: SPECIFIC REQUIREMENTS BY TYPE: The following requirements are supplemental to the General Requirements described in Section 6-15-2, and where there is a conflict between the General Requirements and Specific Requirements set forth below, the Specific Requirements shall take precedence and control.

A. Fences:

1. Yard Fences:
 - a. Location:
 - (i) Fences shall not be located within a required front or corner side yard setback and shall not extend beyond the front façade of a primary structure. However, fences shall be

permitted to be located within a required corner side yard setback on lots with a corner side yard adjacent to Half Day Road or Riverwoods Road. If the front façade of a primary structure is located within a required front or corner side yard setback, a fence shall not extend into that required setback. Fences in adjacent interior side yards which abut Half Day Road are required to be constructed so that such fences are aligned horizontally, unless such alignment conflicts with other regulations of this Section. No portion of a fence shall be constructed within a dedicated conservancy area or conservancy easement that runs continuously between adjacent lot lines. (Amd. Ord. 14-3328-55 eff. 06-09-14)

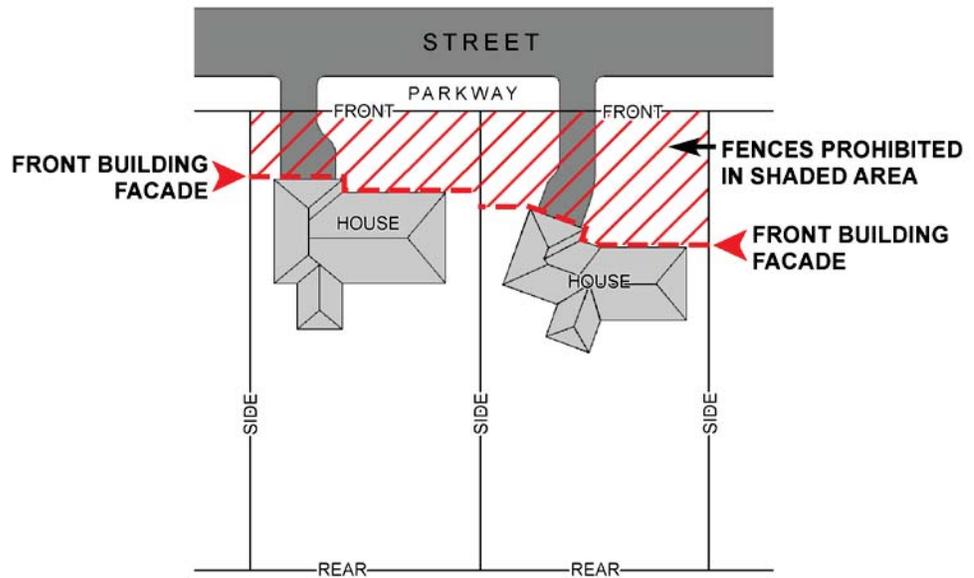
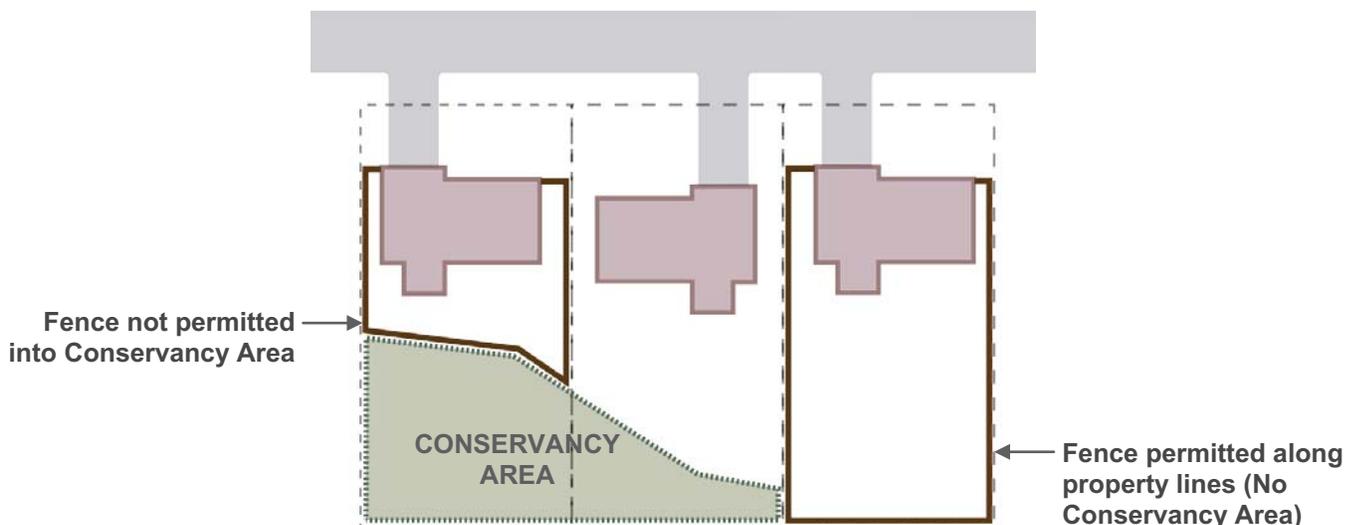


Illustration for 6-15-3-A-1(a)(i)



- (ii) A yard fence may be constructed on a vacant residential lot contiguous to a lot improved with a primary structure, provided that the two lots are under the same ownership and said fence encloses both lots so as not to create a physical barrier between the two lots. The authority herein granted shall expire within one (1) year following the date on which ownership of the adjacent lots is separated, unless the new owner receives a building permit and initiates construction of a primary structure on the vacant lot during that term.
- b. Opacity: Fences and gates shall contain no greater than 60% opaque materials, as measured horizontally along each foot of the length of the fence facing each yard, unless further modified in this Section below:
 - (i) Lots with primary structures which have a front yard on Half Day Road or Riverwoods Road may have solid fences, provided that such fences are located no further from either arterial road than the rear façade of the primary structure.
 - (ii) Lots with primary structures which have rear yards on Half Day Road or Riverwoods Road may have solid fences, provided that such fences are located along the rear property line that is adjacent to Half Day Road or Riverwoods Road.
 - (iii) Lots with primary structures which have a corner side yard on Half Day road or Riverwoods Road may have solid fences provided they are along the corner side property line. (Amd. Ord. 14-3328-55 eff. 06-09-14).
 - (iv) Lots with primary structures that are adjacent to an incompatible land use may have solid fences.
- c. Height:
 - (i) Yard fences that are constructed of a non-metallic or ornamental metal material shall not exceed four feet (4') in height, except that yard fences designed of an ornamental metal material on lots in the R1 and R2 Single-Family Residence Zoning Districts shall not exceed six feet (6') in height.
 - (ii) That portion of a fence that is parallel to the right-of-way and is located on a lot with a primary structure which has a front yard on Half Day Road or Riverwoods Road and that is located no further from either arterial road than the rear

façade of the primary structure shall not exceed six feet (6') in height.

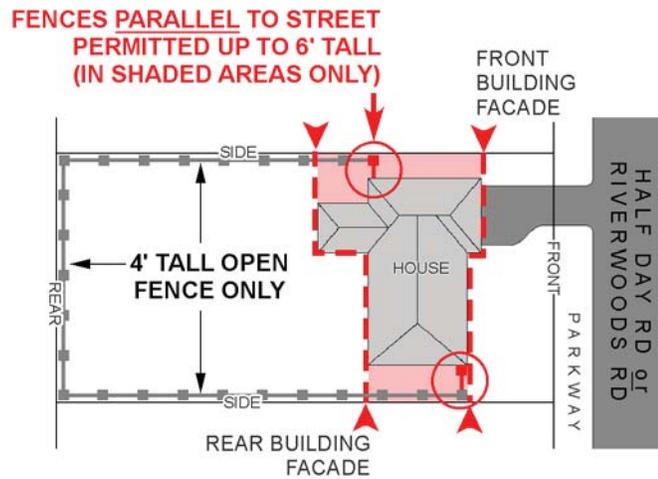


Illustration for 6-15-3-A-1(c)(ii)

- a. Fences along the rear property line of a lot that has a primary structure which has a rear yard adjacent to Half Day Road or Riverwoods Road shall not exceed six (6') in height.

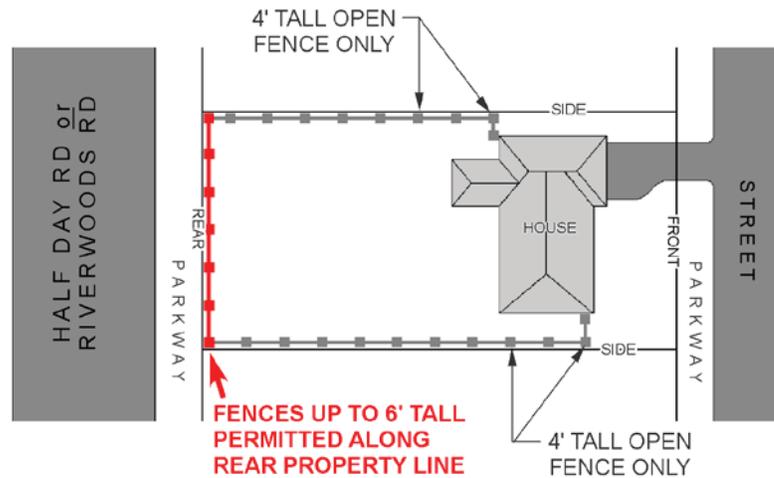


Illustration for 6-15-3-A-1(c)(iii)

- b. Lots with a corner side yard adjacent to Half Day Road or Riverwoods Road shall be permitted to have a fence along the corner side property line not exceeding six (6') in height. (Amd. Ord. 14-3328-55 eff. 06-09-14).

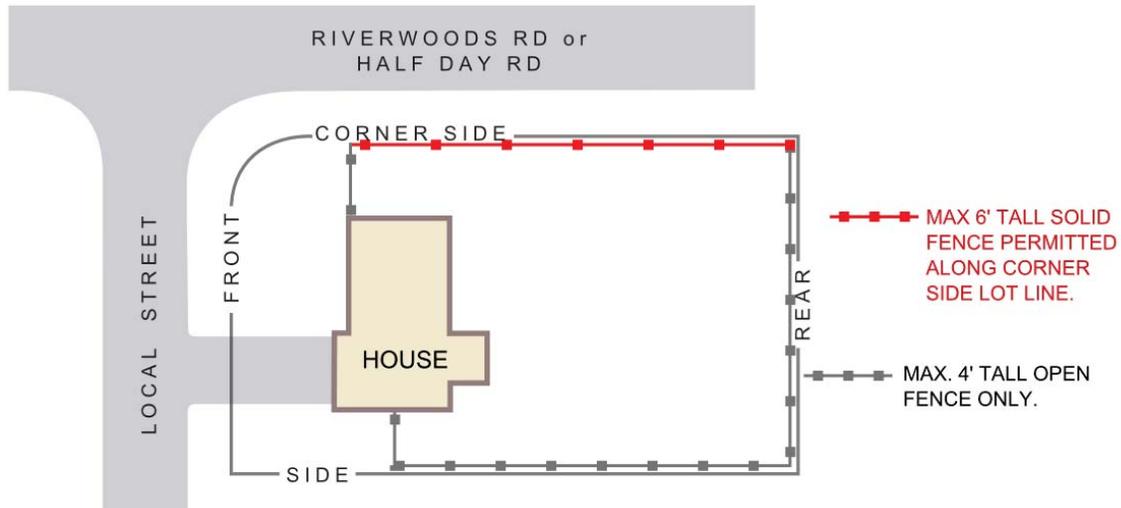


Illustration for 6-15-3-A-1(c)(iv)

- c. Fences that are provided for the purpose of separating residential properties from an incompatible land use shall not exceed eight feet (8') in height.
- d. Materials; Appearance:
 - (i) Materials: Subject to subparagraphs (ii) and (iii), yard fences shall be constructed of non-metallic or ornamental metal materials. All fences taller than four feet (4') adjacent to Riverwoods Road shall be designed of non-metallic materials only.
 - (ii) Half Day Road Fences: Fences taller than four feet (4') located on lots on Half Day Road shall be constructed of wood with a natural wood finish. All solid fences shall be designed based on the following design concepts:
 1. A traditional style solid wood fence with post end caps.
 2. A traditional style solid wood fence with square lattice on top and post end caps.
 3. A traditional style solid wood fence with diagonal lattice on top and post end caps.
 4. A traditional Board and Batten style solid wood fence with post end caps.



1. A Traditional style solid wood fence with post end caps.



2. A Traditional style solid wood fence with square lattice on top and post end caps.



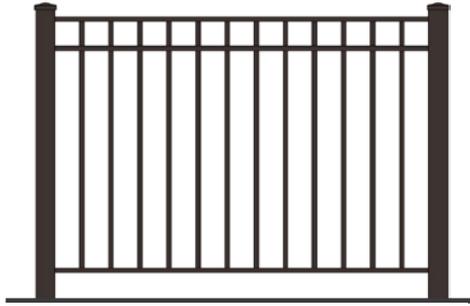
3. A Traditional style solid wood fence with diagonal lattice on top and post end caps.



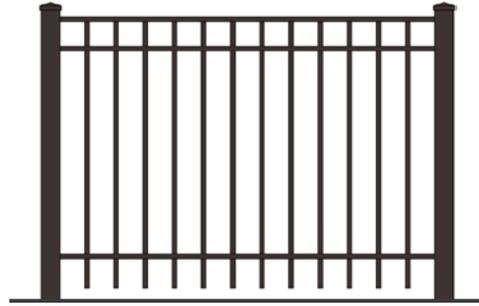
4. A Traditional Board and Batten style solid wood fence with post end caps.

(iii) Ornamental Metal Fences: Ornamental metal yard fences shall be constructed of a metal material and be designed based on the following design concepts:

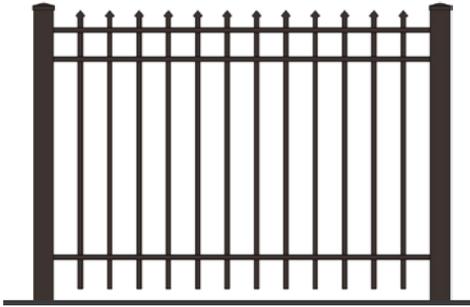
1. An ornamental metal fence with a top rail(s).
2. An ornamental metal fence with a top rail(s) and an extended bottom baluster.
3. An ornamental metal fence with a top rail(s), extended bottom baluster and decorative finials.
4. An ornamental metal fence with a top rail(s) and decorative rings and finials.



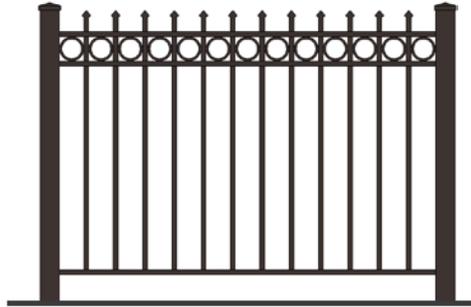
1. An ornamental metal fence with a top rail(s).



2. An ornamental metal fence with a top rail(s) and an extended bottom baluster.



3. An ornamental metal fence with a top rail(s), extended bottom baluster and decorative finials.



4. An ornamental metal fence with a top rail(s) and decorative rings and finials.

2. Swimming Pool Fences: Swimming pool fences are regulated by Section 5-5-6 of Title 5, Building Regulations.

3. Tennis Court Fences:

- a. Location: Tennis court fencing shall be located along both ends of a tennis court and may completely enclose the tennis court to achieve a four-sided enclosure. Tennis court fences shall not be permitted in any required setbacks.
- b. Height and Opacity: Tennis court fences shall not exceed ten feet (10') in height and shall be of the open type.
- c. Materials: Tennis court fences may be constructed of a metallic material, including chain link. Chain link fences shall be a minimum of eleven gauge wire with a mesh size not to exceed one and a half inches (1-1/2").

B. Pet Enclosures:

- 1. Location: Pet enclosures are prohibited in any required yard setback area and shall not extend beyond the front and corner-side facade of the primary structure and shall not be visible from the public way.

2. Number: Only one (1) pet enclosure shall be permitted on a lot.
3. Height and Size: Pet enclosures shall not exceed six feet (6') in height and 250 square feet in area.
4. Materials: Pet enclosures may be constructed of a metallic or non-metallic material. Chain link fencing may be used, provided that it is a minimum of eleven gauge wire with a mesh size of no more than one and a half inches (1-1/2").

C. Underground Electronic Pet Enclosures (Dog Fences): Electronic pet enclosures placed underground are regulated by Section 8-3-9(E) of Title 8, Public Ways and Property.

D. Non-Residential Fences:

1. Location: Fences in non-residential areas of the Village may be permitted subject to the recommendation of the Architectural Review Board and approval by the Village Board. Non-residential fences that are taller than 4' in height shall be placed a minimum of four feet (4') inside a property line to allow adequate space for required landscaping.
2. Height: Fences in non-residential areas shall not exceed six feet (6') in height, except as permitted in Section 6-15-3(A)(1)(c)(iv).
3. Landscaping: Fences in non-residential areas that are taller than four feet (4') in height shall be screened with landscaping which complies with Section 13-2-3 of the Village Code.

E. Screens

1. Ground-Mounted Mechanical Equipment: Public Utility: Public Utility ground-mounted equipment, which is placed in a required yard setback, in the event that no feasible location exists outside the required setback, shall be screened. Screens shall consist of plant material that provides full year-round concealment at the time of installation. The installation of such equipment and required landscaping shall not infringe on the visibility triangle, as depicted in Section 12-8-1(A)(4) of the Village Code, except to the extent required to comply with workplace safety standards.
2. Ground-Mounted Mechanical Equipment--Other Than Public Utility:
 - a. Location: Ground-mounted mechanical equipment and associated screens are prohibited in required yard setback

areas and shall not extend beyond any front or corner-side facade of the primary structure.

- b. Height: Screens shall be a minimum of six inches (6") above the highest point of the ground-mounted equipment being screened and shall not exceed twelve feet (12') in height in non-residential districts and six feet (6') in height in residential districts.
- c. Materials:
 - (i) Residential Screens: Ground-mounted mechanical equipment (including, but not limited to, satellite antennas, ancillary power generators and pool-related equipment) shall be screened by plant material or berms, unless a permanent screen wall is constructed to be compatible with the design of the primary structure on the lot. Heating, air conditioning units and satellite antennas that are 1 meter (39.37") in width/diameter or less in residential zoning districts shall be exempt from the screening requirements of this Chapter.
 - (ii) Non-Residential Screens: Screens shall be constructed of materials which blend with the surroundings or are complementary to those used in the primary structure on the lot. Plant materials or berms used as a screen must provide full and complete concealment at the time of installation and throughout the year.

3. Privacy Screens:

- a. Location: Screens for privacy purposes shall not be erected within a required yard setback and shall not extend beyond the front or corner-side facade of the primary structure. The location of a screen is further restricted to areas adjacent to patios or decks and one end of each screen must be immediately adjacent to the primary structure on the lot.
- b. Height: Privacy screens shall not exceed a height of six feet (6') above the existing grade where such screen is erected.
- c. Length: The cumulative length of all privacy screens on a lot shall be limited to twenty-four (24) linear feet, measured along the center line of the screen.

4. Refuse and Recycling Screens:

- a. General: Refuse and recycling screens shall be required for all non-residential uses.
- b. Location: Screens may be erected in any areas of a lot, provided that the screen does not extend beyond the front or corner-side facade of the primary structure. The location of the required screen shall not be within five feet (5') of any property line.
- c. Height: Screens shall be a minimum of six inches (6") above the highest point of the object being screened and shall not exceed six feet (6') in height.
- d. Design and Materials: Screens shall consist of three solid sides and a solid gate on the fourth side. Screens shall be constructed of materials which blend with the surroundings or are complementary to those used in the primary structure served by the refuse or recycling containers.

6-15-4: PERMITS, VARIATIONS AND EXCEPTIONS

A. Permit Applications: Application for a fence or screen permit shall be on a form designated by the Village and shall be accompanied by the following information:

1. Three (3) copies of an accurate plat of survey which indicates the proposed location of such fence or screen and any other structures and paved surfaces on the lot.
2. Three (3) copies of a cross-section/elevation which indicates the depth of the posts, total height, material and method of attachment for the fence.
3. A Landscape Plan must be submitted for review and approval with all applications for non-residential fences that are taller than 4' in height. In addition, a landscape plan must be submitted for review and approval with all applications for public utility and non-public utility residential and non-residential ground-mounted mechanical equipment where landscape screening is proposed. The Landscape Plan shall indicate:
 - a. The location, size and type of any existing and proposed plant material that will obscure said fence or ground-mounted mechanical equipment from adjacent properties and public way(s) and
 - b. That the plant material will provide visual relief throughout the year. A letter from the property owner or a signed

contract must be submitted with all Landscape Plans which indicates the date the required plant material will be installed.

4. An approved easement waiver on a form provided by the Village is required when any improvement defined in this Chapter is to be erected in, over or upon an easement. The letter will be recorded with the Lake County Recorder of Deeds by the Village; and
5. Any additional information as requested by the Village.

B. Variations and Exceptions: The Village Board may authorize a variation for a different height, length, material, location or color of a fence or screen if substantial proof of practical difficulties or particular hardships in carrying out the strict letter of any provisions of this Chapter is provided by the petitioner in the manner required for other variations of the Village's Zoning Code as listed in Chapter 14 of the Title.

Any fence or screen for which a building permit has been legally issued prior to the effective date of this Chapter as required by law may be maintained or repaired provided the cost of the improvement is less than fifty percent (50%) of the cost of erecting a new fence or screen. If the cost of improvement is fifty-one percent (51%) of the cost of erecting a new fence or screen, the provisions of this Chapter must be met when such fence or screen is repaired or maintained. All other persons to whom a permit is issued after the effective date of this Ordinance must follow its provisions.

**REQUEST FOR BOARD ACTION
Committee of the Whole
August 27, 2018**

Subject: Culver's Restaurant Wall Sign Illumination - 405 Milwaukee Avenue

Action Requested: Preliminary Evaluation of a Request for a Major Amendment to the Lincolnshire Marketplace Planned Unit Development to Permit Existing Culver's Wall Signs to be Internally Illuminated

Petitioner: Culver's of Lincolnshire

Originated By/Contact: Tonya Zozulya, Economic Development Coordinator
Department of Community & Economic Development

Advisory Board Review: Architectural Review Board

Background:

- Culver's of Lincolnshire, the petitioner and tenant of the Culver's restaurant building at 405 Milwaukee Avenue, seeks to amend the Lincolnshire Marketplace Planned Unit Development (PUD) to permit existing wall signs to be internally illuminated. Draper & Kramer, the property owner, supports the request.

- The 4,310-square-foot restaurant is located on Parcel C-1 of the 12-acre Lincolnshire Marketplace PUD, at the northeast corner of Milwaukee Avenue and Route 22, as shown in the attached Site Plan and Figure 1 on the right.

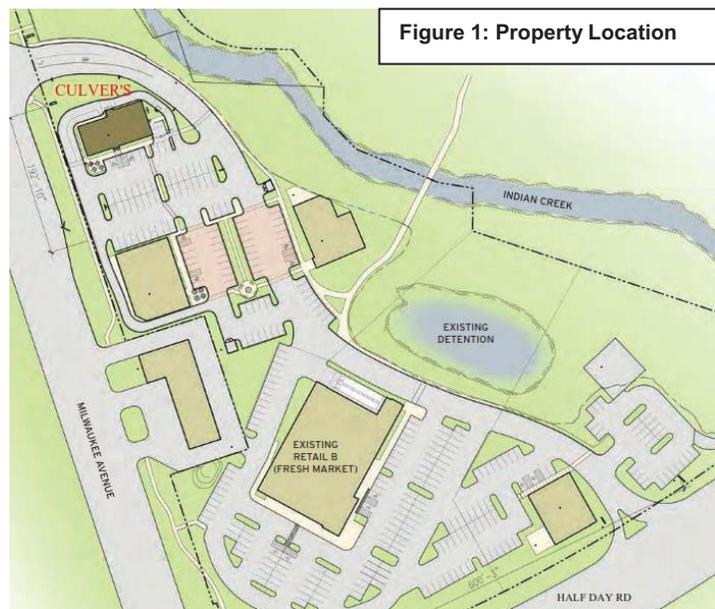


Figure 1: Property Location

- The building is located in the R5 Mixed-Use General Residence District in the Lincolnshire Marketplace PUD and in the Downtown Sign District.

- On November 14, 2016, the Village Board approved an Ordinance amending the Lincolnshire Marketplace PUD to allow Culver's restaurant with a drive-through with PUD exceptions. The exceptions included:

- Increasing the wall sign letter height from 18" to 34";
- Increasing the sign face height (letters and graphics combined) from 24" to 45";
- Allowing a wall sign on the north elevation which does not face a public street;
- Allowing an electronic message board sign with front-lit internal illumination and the display of products and services (flavor of the day); and
- Allowing a blade sign in a location not adjacent to a public entrance.

- The 2016 approved development plans for Culver’s included three 30-square-foot externally lit wall signs on the north, south, and west elevations. Section 12-9-1(B)(9) of the Sign Code does not allow front-lit internal wall sign illumination for properties in the Downtown Sign District (see attached Document 3). Front-lit illumination allows light to filter through each letter. Signs in the Downtown Sign District may only be backlit/halo lit or be illuminated via external light fixtures such as goosenecks. In 2016, Culver’s initially proposed backlit illumination for the wall signs; reviewed by the Village Board at the preliminary evaluation meeting on June 27, 2016 and by the Architectural Review Board on September 27, 2016. However, Culver’s amended their request from internal illumination to external illumination before returning to the Village Board for public hearing and consideration on October 10, 2016. The Culver’s building opened in spring 2018 with the approved externally-illuminated wall signs.

Request Summary & Staff Comments:

- As stated in the petitioner’s cover letter and shown in the presentation packet (see attached Document 2), Culver’s proposes internal front-lit illumination for the three existing wall signs. The request states external illumination is not effective in illuminating the signs, causes confusion, and makes the building appear closed, thereby turning potential customers away. Culver’s indicates the existing signs were designed for front-lit internal illumination consistent with Culver’s brand and other Culver’s in the region and across the country. No other wall sign changes are proposed.
- Staff recently visited the property and noted the wall signs appear dark. Staff discussed with Culver’s the possibility of changing external illumination to backlit, which is permitted by code. Culver’s indicated backlit illumination will not meet their requirements.
- Culver’s submitted the attached letters of support from their customers regarding changing the approved illumination to internal.
- The below chart compares the existing Culver’s wall sign illumination with that allowed by the Sign Code and used by adjacent Lincolnshire businesses in the Downtown Sign District. All these adjacent signs, except the ones in the Oak Tree Corners Center, are either backlit or externally lit, meeting code requirements regarding illumination. In 2016, the Village Board approved a variance for front-lit internal wall sign illumination for all Oak Tree Corners wall signs as part of a center-wide sign package because the code-required backlit illumination was found not feasible due to the mansard roof building design.

	Sign Code	Existing Culver's	McDonald's	Dunkin' Donuts	Oak Tree Corners Center (e.g., Bonta, Athletico, Joli)	Strawberry Field
Illumination	Backlit or external	External	Backlit	External	Front-lit Internal	External

Approval Process:

1. Architectural Review Board – The ARB will conduct a design review regarding the proposed front-lit internal wall sign illumination.
2. Village Board – the Village Board will hold a Public Hearing regarding the Major PUD amendment, consider ARB recommendations, and make a final decision regarding the petitioners’ request.

Recommendation:

Preliminary feedback from the Village Board regarding the proposal for internal wall sign illumination, and referral to the Architectural Review Board for design review.

Reports and Documents Attached:

- Document 1: Site Plan, prepared by OKW Architects.
- Document 2: Presentation Packet, prepared by Culver's of Lincolnshire and Priority Sign, with the cover letter dated August 3, 2018.
- Document 3: Sign Code wall sign illumination requirements for the Downtown Sign District.

Meeting History	
Committee of the Whole Preliminary Evaluation (current)	August 27, 2018





Document 2

WELCOME TO DELICIOUS®

August 3, 2018

Dear Mayor Brandt,

We are very excited to be open for business in Lincolnshire and have enjoyed our first few months in the community. We appreciate the Village's role and partnership in helping us in this process over a couple years.

As you probably know, the ordinance governing Culver's calls for our walls signs to be externally illuminated. I did not think through this element very well in the development process.

We have the standard Culver's wall signs illuminated via building mounted light fixtures, but after it is dark outside, they look dark and therefore, we look closed. We are open until 11pm daily so this is the case even in summer time. To the best of my knowledge, all other Culver's locally and nationally that have these signs are internally illuminated.

So, when a guest familiar with Culver's sees these signs unlit, that signals that Culver's is closed for the night or worse- closed in general. We would like to enhance our night business and keep those sales in and dollars in Lincolnshire, rather than have them land up the street in Vernon Hills. We believe the public may think we are closed when they drive by after dark. Looking open is an obvious and necessary benefit in building the night business.

In addition, businesses in Lincolnshire right across the street have internally illuminated wall signs, which makes them look open and Culver's look closed. An example is Bonta. Also, the entire retail development just to our north (45 & Milwaukee Avenue- start of Vernon Hills) has internally illuminated wall signs, including restaurant competitors.

Our request is to turn these signs on, so they are internally lit. We were going to make this request prior to learning about The Fresh Market closing, but now that it is closed, it is more critical than ever that Culver's looks open, healthy and vibrant. The reasons that backlit or halo lit does not work: our signs are already built for internal illumination, backlit and halo lit are less effective, and our Lincolnshire and Vernon Hills businesses right near us have internal illumination.

Residents within the community are very supportive of this change. I will share their notes of support for these signs being lit, which signals open and safe to them.

Please see attached pictures of a Culver's with these signs internally lit and pictures of ours with them off (externally lit). It is a stark contrast and hopefully you can see that we do look closed relative to the Culver's with the signs on. We are not requesting any other changes to the wall signs.

Thank you,

Kevin Weasler
Owner
Culver's of Lincolnshire

Culver's of Lincolnshire
405 Milwaukee Ave | Lincolnshire | IL | 60069
culvers.com



Culver's

Sign Recommendation Book

C58421

Lincolnshire, IL
405 Milwaukee Ave

8/15/18

Revised On
8/20/18



Culver's

Site Plan



Revisions:	Revisions:	Revisions:
X	X	X
X	X	X
X	X	X

File Location:
Ar\Dept1\Core\Colors\Culvers

Date: 8-15-18

Designer: PB PM: MC

City/State: Lincolnshire, IL

Address: 405 Milwaukee Ave

Drawing # C58421

Site Name -

Elevation Overview



North Elevation



West Elevation



East Elevation



South Elevation



Revisions:
X
X
X

Revisions:
X
X
X

Revisions:
X
X
X

File Location:
Art\Dept1\Core\Colors\Culvers

Date: 8-15-18
Designer: PB PM: MC

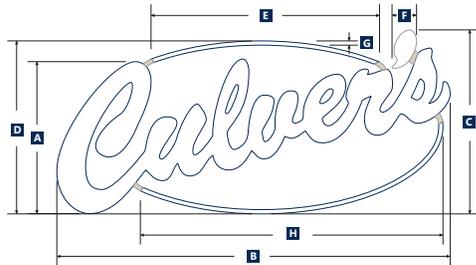
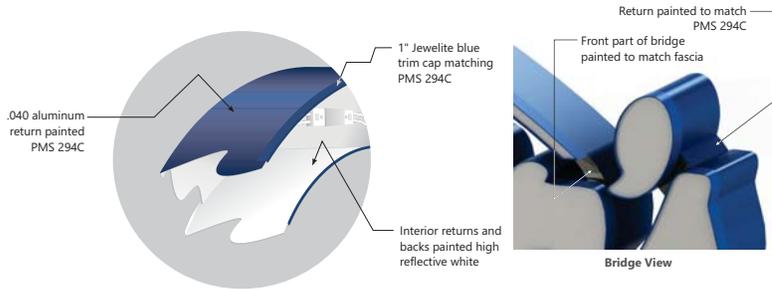
City/State: Lincolnshire, IL
Address: 405 Milwaukee Ave

Drawing # C58421
Site Name -

S2

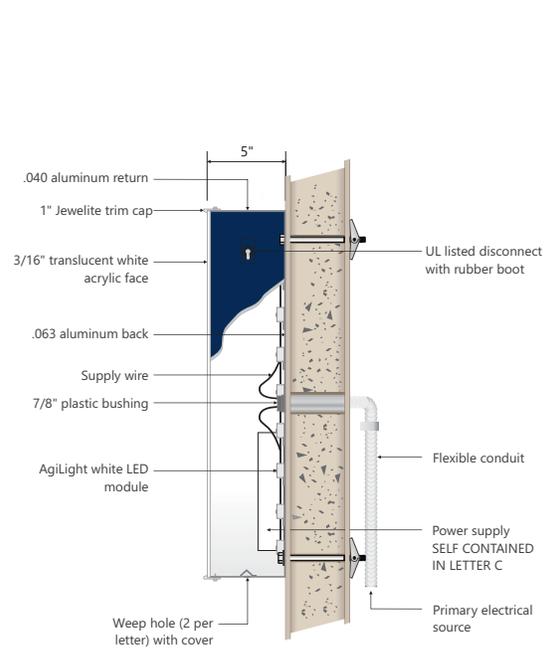
Illuminated Letterset - SL-30 (Qty.3)

Remote mount illuminated letters.



*Weighted artwork is required to accommodate swoosh illumination on smaller sizes.

	A	B	C	D	E	F	G*	H	SF
SL-30	3'-1 1/8"	8'-0"	3'-9"	3'-6 1/4"	4'-7 3/4"	6"	1 1/16"	6'-1 13/16"	29.96



Revisions:	Revisions:	Revisions:
x	x	x
x	x	x
x	x	x

File Location:
ArtDept\CORE\COLOR\Culvers

Date: 8-15-18

Designer: PB PM: MC

City/State: Lincolnshire, IL

Address: 405 Milwaukee Ave

Drawing # C58421

Site Name -

Illuminated Letterset Evening Study - North Elevation

This is how the letterset looks currently with no internal illumination



This is how the letterset looks with LEDs added and internally illuminated



Revisions:
Address notes / AS / 08.20.18
X
X

Revisions:
X
X
X

Revisions:
X
X
X

File Location:
Art\Dept1\Core\Culvers\Culvers

Date: 8-15-18
Designer: PB PM: MC

City/State: Lincolnshire, IL
Address: 405 Milwaukee Ave

Drawing # **C58421**
Site Name -

Illuminated Letterset Evening Study - West Elevation

This is how the letterset looks currently with no internal illumination



This is how the letterset looks with LEDs added and internally illuminated



Revisions:
Address notes / AS / 08.20.18
X
X

Revisions:
X
X
X

Revisions:
X
X
X

File Location:
Art\Dept\Core\Culvers\Culvers

Date: 8-15-18
Designer: PB PM: MC

City/State: Lincolnshire, IL
Address: 405 Milwaukee Ave

Drawing # **C58421**
Site Name -



Illuminated Letterset Evening Study - South Elevation

This is how the letterset looks currently with no internal illumination



This is how the letterset looks with LEDs added and internally illuminated



Revisions:	Revisions:	Revisions:
Address notes / AS / 08.20.18	X	X
X	X	X
X	X	X

File Location:
Art\Dept\Core\Culvers\Culvers

Date: 8-15-18

Designer: PB PM: MC

City/State: Lincolnshire, IL

Address: 405 Milwaukee Ave

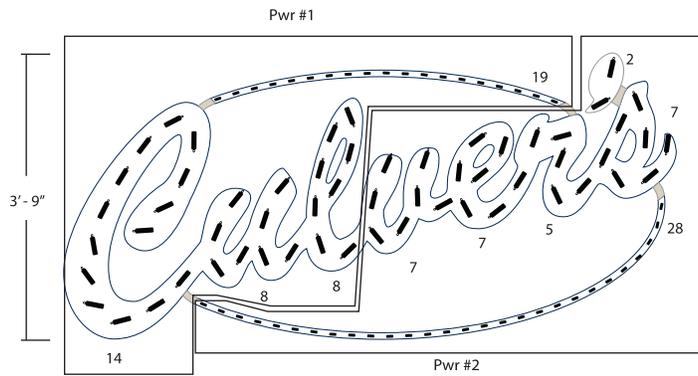
Drawing # C58421

Site Name -

LED Layout

The light intensity of the LED illumination will not exceed 0.5 foot candles at the property line.

- 1) **UNLESS OTHERWISE SPECIFIED:** All layouts are for a single face sign or a single set of letters and the depth of the application considered for the layout is 5 inches.
- 2) LED module placement is approximate. AgiLight recommends the sign manufacturer verify the LED placement and quantity to ensure even illumination and brightness expectations are achieved.
- 3) Estimations are based off the quality of art work and information provided by the customer, this includes: font style, letter height, depth, face material, and any special instructions. Missing information may cause delays in the delivery of estimates, as well as effect product selection, accurate quantities, and brightness.
- 4) For installation instructions of AgiLight LED systems please refer to www.AgiLight.com under the TOOLS & DOWNLOADS section or contact AgiLight's Inside Sales Team at: +1.866.482.0203



Notes:
Layout based off a 5" depth.
PROMIN modules spaced on 3" centers.

29 feet LS-PRO160-65K-2B1 - 58 Modules
16 feet LS-PROMIN-65K-3L1 - 47 Modules
2 - PS12-60WSL-100-277V

45" Culver's



May 1, 2015

MP
1074 Arion Circle Suite 116, San Antonio, TX 78216
PH: +1 (866) 482-0203 - Fax: +1 (210) 360-1454
www.AgiLight.com

Revisions:	Revisions:	Revisions:
x	x	x
x	x	x
x	x	x

File Location:
ArtDept\Core\Culvers

Date: 8-15-18
Designer: PB PM: MC

City/State: Lincolnshire, IL
Address: 405 Milwaukee Ave

Drawing # **C58421**
Site Name -

Culver's Internal Wall Sign Illumination Public Comments

Melissa Gordon

8/17/18

Good Afternoon-

I am a resident of Lincolnshire and would really like to see the Culvers signs internally illuminated to give better visibility to the business. We were thrilled to have this business open and would like it to be successful. Currently at night, Culvers appears to be closed thus deterring people from stopping there.

Thanks for your consideration!

Melissa Gordon

Jan Rabin

8/17/18

Dear Village.

How wonderful that Culver's is in our town in a commercial area. This letter is to request that Culver's be allowed to light up their sign.

A store that is open and lit inside, but does not have a lit sign outside creates confusion for passerbys. On a busy road, this ambiguity is especially dangerous. Drivers will be distracted seeing lights and people inside Culver's, but a conflicting dark sign. They will be looking away from the road to try to see if Culver's is really opened or closed. For this reason alone, I would allow Culver's to illuminate their sign.

In addition, I can't understand why in a commercial area there would be sign illumination restrictions.

It seems obvious that a dark sign would deter business. If we have welcomed Culver's into our area and want them to succeed, they need a lit sign.

Respectfully,

Jan Rabin,

39 Canterbury Road

Beth Ann and Lee Fell

8/17/18

Tonya

I wanted to reach out to you in support of the request by Mr. Weasler to illuminate the Culvers wall signs. I think this request is fair as shown with the attached pictures. It does appear that

Culvers is not open when passing by due to the Culvers signs not being illuminated. Also, since there are no residents that this would be effecting from dusk to 11 pm (close) this should not cause disturbance to any residents. I don't think the proposed lighting will cause any nuisance glare at the property lines or ROW. Thanks.

Beth Ann and Lee Fell
2 Kensington Drive

Rana Hashemi
8/18/18

Good morning Tonya,

So great seeing you the other day. I am writing to you in support of Culver's signage/light request. Culver's has been a great addition to our Lincolnshire family. Their continuous support for different causes and Stevenson high school has been a tremendous gift to our community. It's important and it's upon us to support and ensure the success of businesses like Culver's in Lincolnshire. So if the additional signage and lighting would help their business I don't see any reason why we shouldn't support that.

I'd be more than happy to attend a Village Board meeting and make the case on this matter.

Please let me know if you have any questions or concerns.

Thank you so much for your kind attention.

Rana Hashemi
847 668 0227

Mindy Abern
8/18/18

Hello,

I am writing in support of Culver's request to the Village to illuminate their exterior building signs.

As a busy working mom, I would always want to know if Culver's is open at night when I'm in need of a quick drive-through dinner option, and I always feel safer with exterior lights on in the dark.

Thank you,
Mindy Abern
3 Preston Ct.
Lincolnshire

Jennifer and Bill Axelsen
8/18/18

Dear Tonya,

We have been Lincolnshire residents for almost 18 years, and have seen many businesses come and leave our community.

It has come to our attention that the Village of Lincolnshire, after welcoming Culver's, is forbidding them from lighting up their namesake sign at night. This brand-new new Culver's building is beautiful & classy in every regard!

We have seen photos of the sign on and the sign off. Quite frankly, with the sign off, the new restaurant not only does not look open for business, it is eerily dark and a tad unwelcoming. And lights typically make things safer at night, for visibility while walking up to the restaurant. We truly do not understand how & why the Village is putting this unusual restriction on this new business. Surely, the Village of Lincolnshire realized that Culver's is a vibrant, "fast-food" style restaurant that would naturally only thrive if it was visible during open hours after dark.

We strongly encourage you to allow this wonderful new Culver's to turn on any exterior lighting they are requesting.

Thank you,
Jennifer and Bill Axelsen
(and Joe & Ben, our children, who frequent Culver's ;)
13 Cornell Drive
Lincolnshire

Hyo
8/19/18

Tonya,

My family really enjoys Culver's. Its also a great source for tax revenue for the village. I would like to voice my support to allow Culver's to turn on their sign at night so people know the business is open.

Thanks,

Hyo.

Todd Gillis
8/20/18

Good Morning Tonya,

I hope you had a great weekend! I just heard about a ridiculous requirement for the new Culver's lighting, which makes them look like they are closed when it gets dark out. My wife, Diane and I have lived in Lincolnshire for the past 21 years and we have seen businesses go in and out of business.

We would sincerely appreciate it if you and the Village Board would kindly allow the new Lincolnshire Culver's to illuminate the restaurant's internally-lit exterior signs, instead of requiring them to illuminate their exterior signs with exterior can lights, which makes the restaurant appear to be closed and less safe during the evening hours.

I hope you and the board do not want this business to fail and provide financial hardship for one of my dear friends who is trying to help the Lincolnshire economy and make a living. This lighting restriction puts the Culver's in a competitive disadvantage. We did a little research and discovered that the competing restaurants across Milwaukee Avenue, such as McDonald's and Bonta, are currently allowed to use their internally-lit exterior signage and see no reason Culver's should not be able to do the same.

Attached are photo's of the Culver's sign off as is the current requirement and the Culver's sign on as any business such as this should be allowed to do. Having the Culver's sign on makes the area look more vibrant and beautiful the way it should be.

Thank you for hopefully allowing Culver's to use their internally-lit exterior signage, as soon as possible, we sincerely appreciate it!

Bes Regards,

Todd Gillis
160 Pembroke Drive
Lincolnshire/Lake Forest, IL 60045

Mike Capstick
8/20/18

Good Morning Tonya,

We would sincerely appreciate it if you and the Village Board would kindly allow the new Lincolnshire Culver's to illuminate the restaurant's internally-lit exterior signs, instead of requiring them to illuminate their exterior signs with exterior can lights, which makes the restaurant appear to be closed and less safe during the evening hours.

Upon looking into this matter further, we discovered that the competing restaurants across Milwaukee Avenue, such as McDonald's and Bonta, are currently allowed to use their internally-lit exterior signage. Accordingly, enabling Culver's to also do so makes perfect sense, instead of having Culver's operate at a competitive disadvantage, as they are unfortunately currently doing.

Lastly, having a well-lit Culver's in Lincolnshire will result in a safer and more "vibrant" environment for our great town!

Thank you for hopefully allowing Culver's to use their internally-lit exterior signage, as soon as possible, we sincerely appreciate it!

Thank you,

Mike Capstick
7 Mayfair Ln
Lincolnshire, IL 60069

Beth Hanna
8/2018

Dear Ms Zozulya,

I am writing on behalf of our new business neighbor, Culvers of Lincolnshire. I was unaware that up to this point, this location has only been allowed to illuminate their signature signage by canned lights. Although I appreciate the consideration of "light pollution" by our village, I believe this particular case warrants an exception.

My 17 year old son and his friends regularly purchase at Culvers, especially after basketball practice at SHS and working out at Lifetime. Although Lincolnshire is an extremely safe place to live and work, I worry about Culvers appearing to be "closed" or in the process of "closing" when our village teens are on site. One never knows who might be driving by looking for an opportunity for criminal behavior. Also, many young people work at this location. I don't like the idea of any of them walking to their cars from a building that looks like it's closed or closing.

The bottom line is that I believe having a vibrantly lit late evening fast food establishment off a busy street like Milwaukee is about safety, and strongly encourage you to reconsider your ordinance in this case.

Sincerely,
Beth Hanna
35 Lancaster Lane
Lincolnshire, IL 60069

Dwight and Robin Ekenberg
8/20/18

Good Morning Tonya,

I hope you had a great weekend! My wife, Robin, and I have lived in Lincolnshire for the past 30 years.

We would sincerely appreciate it if you and the Village Board would kindly allow the new Lincolnshire Culver's to illuminate the restaurant's internally-lit exterior signs, instead of requiring them to illuminate their exterior signs with exterior can lights, which makes the restaurant appear to be closed and less safe during the evening hours.

Upon looking into this matter further, we discovered that the competing restaurants across Milwaukee Avenue, such as McDonald's and Bonta, are currently allowed to use their internally-lit exterior signage. Accordingly, enabling Culver's to also do so makes perfect sense, instead of having Culver's operate at a competitive disadvantage, as they are unfortunately currently doing.

Lastly, having a well lit Culver's in Lincolnshire will result in a safer and more "vibrant" environment for our great town!

Thank you for hopefully allowing Culver's to use their internally-lit exterior signage, as soon as possible, we sincerely appreciate it!

All the Best,

Dwight and Robin Ekenberg
8 Buckingham Place
Lincolnshire, IL 60069

than five (5) feet above the windows on the top floor and no portion of such wall sign shall extend above the roof line.

8. Wall signs may be constructed of wood, metal or plastic.

9. Internally illuminated wall signs shall only consist of backlit/halo illumination and be designed so light does not filter through the face of individually cut letter sets. In the Corridor Commercial and Office/Industrial Sign Districts, internal illumination where light is filtered through the face of individual letter sets is permitted under the following conditions: a) the majority of gross floor area must be devoted to office use; b) the wall sign shall only identify the office occupant; c) the building height must be a minimum of forty (40) feet; and d) the wall sign shall be mounted a minimum of thirty-five (35) feet above grade. Gooseneck reflectors are permitted on all wall signs provided the reflectors concentrate the illumination upon the sign face only.

10. In no case shall any side wall or rear wall sign be permitted to contain any form of illumination if said wall is adjacent to a residential district.

11. On multi-tenant commercial buildings, all wall signs must be located at a generally uniform height on the building wall in similar proportion to one another. Wall signs identifying individual tenant spaces in multi-tenant structures shall be centered within each leaseable space unless otherwise approved by the Department of Community and Economic Development. Signs within a multi-tenant commercial development must be of a natural or white finish, however a logo or mark registered with the United States Patent and Trademark Office shall not be limited by color. Where a single principal building is devoted to two (2) or more business or commercial uses, the operator of each such use may install a wall sign. The maximum area of each such sign shall be determined by the proportionate share of the front façade, including doors and windows, of the principal building occupied by each such use and applying such proportion to the total sign area permitted for the front wall of the building.

12. On multi-tenant office buildings, one wall sign shall be permitted per building frontage, provided signs have a minimum separation from the common edge of each building frontage equal to ten feet (10') or one third (1/3) of the length of the respective frontage, whichever is lesser.

13. On multi-tenant industrial buildings, individual tenant wall signs shall be permitted only for those tenant spaces that have individual entrances facing a public street or a parking lot. Such signs must be located over or next to a corresponding entrance at a uniform height on the building wall in similar proportion to one another. Regardless of whether the first wall sign in any multi-tenant building is installed over the entry or next to the entry, that same placement type shall be required for any additional signs in the same building. The maximum area of each such sign shall be determined by the proportionate share of the front façade, including doors and windows of the principal building occupied by each tenant space and applying such proportion to the total sign area permitted for the front wall of the building. Any two adjoining wall signs placed next to entrances shall be located no closer than 1 foot (1') from each other. Any two adjoining wall signs placed above entrances shall be located no closer than 5 feet (5') from each other.

14. Within a single-tenant commercial development, signs utilizing carved, etched, or raised letters are not limited by color. Metal letters and logos shall have a non-reflective metal surface.

15. Wall signs shall be attached to a building façade at a height of not less than eight (8) feet

REQUEST FOR BOARD ACTION
Committee of the Whole Meeting
August 27, 2018

Subject: Investment Advisory and Custodian Account Agreements

Action Requested: Consideration of Investment Advisory Agreement and Custodian Account Agreement

Originated By/Contact: Michael Peterson, Finance Director/ Treasurer

Referred To: Mayor and Village Board of Trustees

Summary/ Background:

The goals of this type of relationship is to assist staff in managing the Village's investment activities consistent with the primary policy objectives of maintaining safety of principal and liquidity, while maximizing investment returns. To prepare for implementation of this agreement, the Village's cash reserves have been invested in money market accounts (Bank Financial, MB Financial Bank) and a local government investment pool (IMET) to ease the implementation process.

Staff interviewed and reviewed three investment advisory service providers. Of the 3 firms, Sawyer Falduto Asset Management LLC ("Sawyer Falduto") proposed the lowest annual fees of 10 basis points (0.10%). As of June 2018, Sawyer Falduto has \$2.8 billion under management amongst 141 Illinois Police and Fire Pension Funds and 12 municipalities. Sawyer Falduto retains Charles Schwab as a custodian and compensates them directly. References for the firm were found to be in good standing.

Under the fee arrangement with Sawyer Falduto, the account management fee will be based on the total value of the portfolio and there will be no additional charges built into each investment transaction. The fees associated with each transaction will be covered under our management fee. The fee will be billed on a quarterly basis at an annual rate of 10 basis points or 0.1%. Based on a \$2 million portfolio our annual fee would be \$2,000 (\$500 per quarter).

Budget Impact:

Increase to interest income

Recommendation:

Staff recommends the approval of the proposed agreement with Sawyer Falduto Asset Management, LLC for investment advisory services and Charles Schwab for custodian account services.

Reports and Documents Attached:

- Investment Advisory Agreement
- Custodian Account Agreement

Meeting History	
Special Committee of the Whole Budget Meeting	08/27/2018
Regular Village Board Meeting:	09/10/2018

I N V E S T M E N T A D V I S O R Y A G R E E M E N T

AGREEMENT, made this _____ day of _____, 20____ between the undersigned party, the Trustees of the Village of Lincolnshire, whose mailing address is _____ (hereinafter referred to as the “**CLIENT**”), and **SAWYER FALDUTO ASSET MANAGEMENT, LLC**, a registered investment adviser, whose principal mailing address is at 589 South York Street, Elmhurst, Illinois 60126 (hereinafter referred to as the “**ADVISER**”).

1. Scope of Engagement

- (a) **CLIENT** hereby appoints **ADVISER** as an Investment Adviser to perform the services hereinafter described, and **ADVISER** accepts such appointment. **ADVISER** shall be responsible for the investment and reinvestment of those assets designated by **CLIENT** to be subject to **ADVISER**'s management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the “**Assets**” or “**Account**”);
- (b) **CLIENT** delegates to **ADVISER** all of its powers with regard to the investment and reinvestment of the **Assets** and appoints **ADVISER** as **CLIENT**'s investment officer with full authority to buy, sell, or otherwise effect investment transactions involving the **Assets** in **CLIENT**'s name for the **Account**;
- (c) **ADVISER** is authorized, without prior consultation with **CLIENT**, to buy, sell, trade and allocate in and among Authorized Investments (as defined below), and to give instructions in furtherance of such authority to the registered broker-dealer and the custodian of the **Assets**;
- (d) **ADVISER** will invest according to the guidelines published in the Public Funds Investment Act, 30 ILCS 245/1, et seq., and the Village of Lincolnshire Investment Policy (the “Investment Policy”) adopted by the **CLIENT** on _____ (collectively, the “Authorized Investments”).
- (e) **ADVISER** shall discharge its investment management responsibilities consistent with the **CLIENT**'s designated investment objectives, as described in the Investment Policy. As such, the **CLIENT** agrees to provide information and/or documentation requested by **ADVISER** in furtherance of this **Agreement** as pertains to **CLIENT**'s objectives, needs and goals, and maintains exclusive responsibility to keep **ADVISER** informed of any changes regarding same. **CLIENT** acknowledges that **ADVISER** cannot adequately perform its services for **CLIENT** unless **CLIENT** diligently performs its responsibilities under this **Agreement**. **ADVISER** shall not be required to verify any information obtained from **CLIENT**'s duly authorized Investment Officer, and is expressly authorized to rely thereon;
- (f) **CLIENT** authorizes **ADVISER** to respond to inquiries from, and communicate and share information with, **CLIENT**'s attorney, accountant, and other professionals to the extent necessary in furtherance of **ADVISER**'s services under this **Agreement**; and,
- (g) The **CLIENT** acknowledges and understands that the services to be provided by **ADVISER** under this **Agreement** are limited to the management of the **Assets** and **do not** include financial planning or any other related or unrelated consulting services.
- (h) Nothing in this Agreement is intended to constitute the **ADVISER** is a trustee, and the **ADVISER** shall not have the liabilities or responsibilities of a trustee. **ADVISER** is registered as an investment advisor under the Advisers Act of 1940. **ADVISER** acknowledges that it is a “fiduciary” within the meaning of applicable law with respect to such assets of the **CLIENT** as may be placed under its management pursuant to this Agreement. The **ADVISER** has read and agrees to be bound by the **CLIENT**'s Investment Policy, which the **CLIENT** has provided / will provide to the **ADVISER**.

2. Adviser Compensation

- (a) The **ADVISER**'s annual fee for investment management services provided under this **Agreement** shall be based upon a percentage (%) of the market value of the **Assets** under management in accordance with the fee schedule enclosed herewith as Exhibit “A”. This annual fee shall be prorated and paid quarterly, in arrears, based upon the market value of the **Assets** on the last business day of the previous quarter. No increase in the annual fee percentage shall be effective without prior written notification to the **CLIENT**;
- (b) **CLIENT** authorizes the Custodian of the **Assets** to charge the **Account** for the amount of **ADVISER**'s fee and to remit such fee to **ADVISER** in compliance with regulatory procedures;

- (c) In addition to **ADVISER**'s annual investment management fee, the **CLIENT** shall also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed directly at the fund level (e.g. management fees and other fund expenses);and,
- (d) No portion of *Adviser Compensation* shall be based on capital gains or capital appreciation of the **Assets** except as provided for under the Investment Advisers Act of 1940.
- (e) **ADVISER** shall furnish, at its own expense, all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisor facilities, and executive and supervisory personnel for managing investments.

3. **Custodian**

The **Assets** shall be held by an independent custodian (the "Custodian"), not **ADVISER**. Subject to compliance with the remainder of this Agreement, **ADVISER** is authorized to give instructions to the Custodian with respect to all investment decisions regarding the **Assets** and, subject to contrary direction from the Investment Officer, the Custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as **ADVISER** shall direct in connection with the performance of **ADVISER**'s obligations in respect of the **Assets**.

4. **Account Transactions**

- (a) Unless otherwise provided in the Wrap Fee Brochure and/or permitted by the **ADVISER**, all transactions for the **Account** shall be effected through a registered broker-dealer and/or an entity exempt from such registration;
- (b) Commissions and/or transaction fees are generally charged for effecting **Account** transactions; and
- (c) Except as disclosed in the Disclosure Statement and/or the Wrap Fee Brochure, **Account** transaction fees and/or commissions are inclusive of the **ADVISER**'s annual fee as defined in paragraph 2 hereof.

5. **Risk Acknowledgment**

ADVISER does not guarantee the future performance of the **Account** or any specific level of performance, the success of any investment recommendation or strategy that **ADVISER** may take or recommend for the **Account**, or the success of **ADVISER**'s overall management of the **Account**. **CLIENT** understands that investment recommendations for the **Account** by **ADVISER** are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

6. **Directions to the Adviser**

All directions, instructions and/or notices from the **CLIENT**'s Investment Officer to **ADVISER** shall be in writing (email notice will suffice), including notification of a change in **CLIENT**'s Investment Policy. **ADVISER** shall rely upon any direction, notice, or instruction from the Investment Officer until it has been duly advised in writing of changes therein.

7. **Adviser Liability**

ADVISER shall, at all times, consistent with **ADVISER**'s status as an Investment Adviser, provide services to the **CLIENT** with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use, and to the extent the **ADVISER** provides advisory services consistent with the foregoing standard of care, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this **Agreement** including, but not limited to, the investment of the **Assets**, or the acts and/or omissions of other professionals or third party service providers recommended to the **CLIENT** by the **ADVISER**, including a broker-dealer and/or custodian. The **ADVISER** shall be liable to **CLIENT** for any violation of applicable law or breach of any of the material terms of this Agreement. If the **Account** contains only a portion of the **CLIENT**'s total assets, **ADVISER** shall only be responsible for those assets that the **CLIENT** has designated to be the subject of the **ADVISER**'s investment management services under this **Agreement** without consideration to those additional assets not so designated by the **CLIENT**.

If, during the term of this **Agreement**, the **ADVISER** purchases specific individual securities for the **Account** at the direction of the **CLIENT** (i.e. the request to purchase was initiated solely by the **CLIENT**), the **CLIENT** acknowledges that the **ADVISER** shall do so as an accommodation only, and that the **CLIENT** shall maintain exclusive ongoing responsibility for monitoring any and all such individual securities, and the disposition thereof. Correspondingly, the **CLIENT** further acknowledges and agrees that the **ADVISER** shall not have any responsibility for the performance of any and all such securities, regardless of whether any such security is reflected on any quarterly **Account** reports prepared by **ADVISER**.

The **CLIENT** acknowledges that investments have varying degrees of financial risk, and that **ADVISER** shall not be responsible for any adverse financial consequences to the **Account** resulting from any investment that, at the time made, was consistent with the **CLIENT**'s Investment Policy.

The **CLIENT** further acknowledges and agrees that **ADVISER** shall not bear any responsibility whatsoever for any adverse financial consequences occurring during the **Account** transition process (i.e., the transfer of the **Assets** from the **CLIENT's** predecessor advisers/custodians to the **Accounts** to be managed by the **ADVISER**) resulting from: (1) securities purchased by **CLIENT's** predecessor adviser(s); and, (2) the sale by **ADVISER** of securities purchased by the **CLIENT's** predecessor adviser(s) subsequent to completion of the **Account** transition process.

The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the **CLIENT** may have under any federal or state securities laws.

During the entire period of this **Agreement**, **ADVISER** will maintain in place an insurance policy or policies in companies with a Best's rating of "A-", which will provide for D&O and E&O insurance coverage for the acts of **ADVISER**, including those performed for the **CLIENT** under this **Agreement**. The amount of such insurance shall not be less than \$2 million per occurrence, or in the aggregate. Upon request, the **ADVISER** shall provide to the **CLIENT** certificates indicating that such insurance is in full force and effect and will not be cancelled or reduced in type or amount without written notice of at least ten (10) days being provided to the **CLIENT**.

8. Proxies

The **ADVISER** shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by **CLIENT** shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the **Assets**. The **CLIENT** and/or the **ADVISER** shall correspondingly instruct each custodian of the assets to forward to the **ADVISER** copies of all proxies and shareholder communications relating to the **Assets**.

9. Reports

ADVISER and/or **Account** custodian shall provide **CLIENT** with reports at least quarterly for the **Account**. In the event that the **ADVISER** provides supplemental **Account** reports which include assets for which the **ADVISER** does not have discretionary investment management authority, the **CLIENT** acknowledges the reporting is provided as an accommodation only, and **does not** include investment management, review, or monitoring services, nor investment recommendations or advice. As such, the **CLIENT**, and not the **ADVISER** shall be exclusively responsible for the investment performance of any such assets or accounts. In the event the **CLIENT** desires that the **ADVISER** provide investment management services with respect to any such assets or accounts, the **CLIENT** may engage the **ADVISER** to do so for a separate and additional fee consistent with the fee schedule attached hereto.

10. Termination

This **Agreement** will continue in effect until terminated by either party by written notice to the other (**email notice will not suffice**), which written notice must be signed by the terminating party. Termination of this **Agreement** will not affect (i) the validity of any action previously taken by **ADVISER** under this **Agreement**; (ii) liabilities or obligations of the parties from transactions initiated before termination of this **Agreement**; or (iii) **CLIENT's** obligation to pay advisory fees (prorated through the date of termination). Upon the termination of this **Agreement**, **ADVISER** will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the **Account**.

11. Assignment

This **Agreement** may not be assigned (within the meaning of the Investment Advisers Act of 1940) by either **CLIENT** or **ADVISER** without the prior consent of the other party. **CLIENT** acknowledges and agrees that transactions that do not result in a change of actual control or management of **ADVISER** shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940. Should there be a change in control of the **ADVISER** resulting in an assignment of this **Agreement** (as that term is defined under the Advisers Act), the successor adviser will notify the **CLIENT** and will continue to provide the services previously provided to the **CLIENT** by the **ADVISER**. If the **CLIENT** continues to accept such services provided by the Successor without written objection during the 60 day period subsequent to receipt of the written notice from the Successor, the Successor will assume that the client has consented to the assignment and the Successor will become the adviser to the client under the terms and conditions of this **Agreement**.

12. Non-Exclusive Management

ADVISER, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the **ADVISER** does for the **Assets**. **CLIENT** expressly acknowledges and understands that **ADVISER** shall be free to render investment advice to others and that **ADVISER** does not make its investment management services available exclusively to **CLIENT**. Nothing in this **Agreement** shall impose upon **ADVISER** any obligation to purchase or sell, or to recommend for purchase or sale, for the **Account** any security which **ADVISER**, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other client, if in the reasonable opinion of **ADVISER** such investment would be unsuitable for the **Account** or if **ADVISER** determines in the best interest of the **Account** it would be impractical or undesirable. In the event **ADVISOR** receives compensation of any kind,

nature or amount from any other party as a result of any investment it makes for the Assets in the Account, ADVISOR shall provide written notice (e-mail notice shall suffice) to CLIENT of such compensation. Without limiting the generality of the foregoing, an example of such compensation would be an underwriters fee for the placement of municipal securities which are Authorized Investments.

13. Mediation

If any disagreement, dispute, claim or controversy (“Dispute”) arises **with regard to** the interpretation of this **Agreement**, then the procedures and restrictions set forth below will be used in an attempt to resolve any Dispute prior to the filing of any legal action:

The parties agree that they shall submit all Disputes to non-binding mediation in Lake County, Illinois.

- a) Either party may, when a Dispute arises, serve upon the other party a written demand for mediation.
- b) Promptly upon receipt of that demand for mediation, the parties shall take the necessary steps and pay the required fees to have the Dispute mediated as soon as practicable by an independent professional mediator acceptable to both parties.
- c) If the parties are unable to agree upon and select a mediator within ten (10) days after the delivery of the notice of demand for mediation, then the parties agree to proceed with mediation before the American Arbitration Association (“AAA”) and the selection of the mediator shall be in accordance with the procedures and rules of the AAA.
- d) The parties agree to in good faith exercise their best efforts to convene at least one formal mediation session within thirty (30) days after the selection of the mediator.
- e) The mediation will be regarded as settlement negotiations and, therefore, any and all statements or communications made by and/or between the parties during the course of the mediation shall not be referenced, relied upon or sought to be introduced into evidence in connection with any subsequent proceeding.
- f) The parties shall share equally the fees and expenses charged by the mediator and/or the AAA.
- g) Each party will bear all of its other costs in connection with the mediation, including, but not limited to, attorney’s fees.

14. Disclosure Statement

CLIENT hereby acknowledges prior receipt of a copy of the Disclosure Statement of the ADVISER as same is set forth on Part II of Form ADV (Uniform Application for Investment Adviser Registration). CLIENT further acknowledges that CLIENT has had a reasonable opportunity (i.e. at least 48 hours) to review said Disclosure Statement, and to discuss the contents of same with professionals of its choosing, prior to the execution of this **Agreement**. If CLIENT has not received a copy of ADVISER’s Disclosure Statement at least 48 hours prior to execution of this **Agreement**, CLIENT shall have 5 business days from the date of execution of this **Agreement** to terminate ADVISER’s services without penalty.

15. Severability

Any term or provision of this **Agreement** which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this **Agreement** or affecting the validity or enforceability of any of the terms or provisions of this **Agreement** in any other jurisdiction.

16. Client Conflicts

This agreement is between a multi-member Board of Trustees (hereinafter referred to as the “Trustees”) and the Adviser. ADVISER’s services shall be based upon the Investment Officer’s direction communicated to the ADVISER. ADVISER shall be permitted to rely upon instructions from the Investment Officer with respect to the **Assets**, unless and until such reliance is revoked in writing to ADVISER. ADVISER shall not be responsible for any claims or damages resulting from such reliance.

17. Privacy Notice

CLIENT acknowledges prior receipt of ADVISER’s Privacy Notice.

18. Entire Agreement

This **Agreement** supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties.

19. Amendments

This **Agreement** may be amended upon the mutual written consent of the ADVISER and CLIENT.

20. Applicable Law/Venue

To the extent not inconsistent with applicable law, this **Agreement** shall be governed by and construed in accordance with the laws of the State of Illinois. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between ADVISER and CLIENT shall be the County of Lake, State of Illinois.

21. Authority

CLIENT acknowledges that it has all requisite legal authority to execute this **Agreement**, and that there are no encumbrances on the **Assets**. **CLIENT** correspondingly agrees to immediately notify **ADVISER**, in writing, in the event that either of these representations should change.

IN WITNESS WHEREOF, **CLIENT** and **ADVISER** have each executed this **Agreement** on the day, month and year first above written.

CLIENT: The Board of Trustees of the Village of Lincolnshire

By its:

President: _____

Secretary: _____

ADVISER: Sawyer Falduto Asset Management, LLC

By its:

Managing Partner: _____

**Exhibit A:
Fee Schedule**

PUBLIC FUND RELATIONSHIPS

Base Annual Fee		\$0
Market Value of Assets Fee	0.10% (10 basis points)	
Minimum Annual Fee		Waived

FEE RATE GUARANTEE

Sawyer Falduto Asset Management, LLC guarantees the above-referenced fee schedule through January 1, 2029.

ACKNOWLEDGED BY

Client

Sawyer Falduto Asset Management, LLC

Account Agreement Addendum Account Application Agreement for Non- Incorporated Organizations

This Account Agreement Addendum (“Addendum”) is entered into this _____ day of _____, 2018, between Charles Schwab & Co., Inc. (“Schwab”) and

 (“Client”). Client has agreed to execute and be subject to the terms of the Schwab One Account Application Agreement for Non-Incorporated Organizations (the “Agreement”) signed by Client on _____, 2018. This Addendum supplements and amends provisions of the Agreement in the manner set forth below:

Schwab One Account Application Agreement, page 2 of 4, left column is replaced with the following:

In accordance with Section 8 of Brokerage services in the Schwab One Account Agreement, you agree that all debts and other obligations owed to Schwab by the Organization ~~any party to the Account Agreement~~ will be secured by a lien on all Securities and Other Property now or hereafter held, carried or maintained in the Organization’s ~~any of your present or future non-retirement brokerage accounts with Schwab, whether individually or jointly held with others, or in any non-retirement brokerage account at Schwab in which you have an interest.~~

Arbitration Agreement, page 3 of 4, left column sub (2) is replaced with the following:

- (2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the state of ~~California~~, Illinois, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.

Verification, page 4 of 4, right column is replaced with the following:

Verification. You authorize Schwab to inquire from any source, including a consumer reporting agency, as to your identity (as required by federal law), creditworthiness and ongoing eligibility for the Account ~~(and that of your spouse, if you live in a community property state)~~ at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

In lieu of the provisions in the *Schwab One Account Application Agreement*, page 2 of 4, left column, Owner(s), Partner(s), Member(s), Manager(s), Officer(s), and Authorized Agent(s) jointly and severally, in both personal and representative capacities, do hereby release Schwab and its affiliates, officers, directors, employees and agents from any and all claims, judgments, surcharges, settlements or other liabilities or costs of defense of settlement (including investigative and attorney’s fees) which may arise from (i) Schwab’s reliance on or acceptance

Account Agreement Addendum Account Application Agreement for Non- Incorporated Organizations

of instructions, directions, or orders, whether oral, electronic or written, in any form whatsoever, from any Authorized Individual identified in the Application; (ii) any and all activity or actions of Client at Schwab, and (iii) any dispute as between or among Client, its Manager(s), its Member(s) in any capacity, and/or any beneficiary or owner of interest in its Member(s).

Terms not otherwise defined herein shall have the same respective meanings as in the Agreement, and except as expressly supplemented and amended above, the terms of the Agreement shall remain in effect as stated therein. This Addendum shall be effective on the date last signed below. Any change or addition of Owner(s), Partner(s), Member(s), Manager(s), Officer(s), and Authorized Agent(s) would require an update to this Addendum.

These amendments to the Agreement are being made available to you as a courtesy due to your relationship with Sawyer Falduto Asset Management, LLC. In the event Client's account(s) are delinked from Sawyer Falduto Asset Management, LLC for any reason, Client agrees these amendments will no longer be valid or enforceable. All parties agree that Schwab retains the right, upon ten days written notice, to unilaterally rescind the terms and conditions of this Addendum.

SIGNED:

Date: _____

Name: _____
Owner, Partner, Member, Manager, Officer or Authorized
Agent

State of _____
County of _____

On _____, 2018, before me,
_____ (here insert name and title of the notarizing
officer), personally appeared _____ who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature and Seal of Notary

Expiration date

Account Agreement Addendum Account Application Agreement for Non- Incorporated Organizations

SIGNED:

Date: _____

Name: _____
Owner, Partner, Member, Manager, Officer or Authorized
Agent

State of _____
County of _____

On _____, 2018, before me,
_____ (here insert name and title of the notarizing
officer), personally appeared _____ who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature and Seal of Notary

Expiration date

REQUEST FOR BOARD ACTION
Committee of the Whole Meeting
August 27, 2018

Subject: Consideration of Approval of Ordinance Dissolving the Village of Lincolnshire Westminster Way Transportation Special Service Area Fund

Action Requested: Consideration of an Ordinance Dissolving the Village of Lincolnshire "Fund 21" (Westminster Way Transportation Special Service Area 1)(Village of Lincolnshire)

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

Referred To: Mayor and Village Board of Trustees

Summary / Background:

During the 2018 Budget workshops, Finance reported the remaining Special Service Area (SSA) property tax funds on hand would be depleted by fiscal year end.

The attached ordinance effectively eliminates the SSA Fund at the close of Fiscal Year 2018. Staff recommends dissolving the fund in the current fiscal year to provide ease and clarity in the annual audit process. Additionally, taking action at this time permits the Fiscal Year 2019 Budget to reflect the elimination of the fund pursuant to Village Board direction.

The attached ordinance reflects action to officially dissolve the Westminster Way SSA Fund (Fund 21) and formally terminates the Westminster Way Transportation Special Service Area Number 1. This will eliminate any future tax extensions for the SSA or the need to abate taxes for the SSA in the future.

Budget Impact:

Ongoing traffic signal maintenance expenditures for Half Day Road & Westminster Way will be paid from the General Fund/ Street Dept./ Contract Service - Signal Maintenance (01-21-61-9066) line item. Estimated annual cost is expected to be \$4,680.

Recommendation:

Staff recommends approval of the proposed ordinance dissolving the Westminster Way Transportation Special Service Area Fund and placing it on the September 10, 2018 Consent Agenda.

Reports and Documents Attached:

- Ordinance Dissolving the Village of Lincolnshire "Fund 21" (Westminster Way Transportation Special Service Area Fund)



**Agenda Item
3.22 COW**

Meeting History	
Committee of the Whole Meeting	08/27/2018
Regular Village Board Meeting:	09/10/2018

**VILLAGE OF LINCOLNSHIRE
LAKE COUNTY, ILLINOIS**

ORDINANCE 18-3xxx-xxx

**AN ORDINANCE DISSOLVING THE VILLAGE OF LINCOLNSHIRE “FUND 21”
(WESTMINSTER WAY TRANSPORTATION SPECIAL SERVICE AREA 1)**

WHEREAS, the Village of Lincolnshire is an Illinois home rule municipal corporation operating under the Constitution and laws of the State of Illinois; and

WHEREAS, by the adoption of Ordinance 11-3213-35 the Village heretofore established the “Westminster Way Transportation Area Special Service Area 1 Fund,” (Fund 21) during the 2011 Fiscal Year, to which the Village has deposited the proceeds (\$18,395) of the ad valorem property taxes levied for the initial construction and annual maintenance of a traffic control signal system located at the intersection of Route 22 and Westminster Way; and

WHEREAS, the construction expenses; the largest component of the initial costs, were not borne by the Fund and instead were borne by the State of Illinois Department of Transportation; and

WHEREAS, the Village of Lincolnshire has abated all ad valorem property taxes related to the intersection since 2013 because the Fund had sufficient money to cover the annual maintenance of the traffic control signal system through 2018; and

WHEREAS, the Village shall hereafter include the traffic signal maintenance charges within the Village’s Street Department budget and appropriation;

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

SECTION 1. Findings. The Mayor and Board of Trustees find the foregoing recitals are complete and accurate and hereby incorporate them as though fully set forth herein as the purpose and justification for dissolving the Westminster Way Transportation Area SSA 1A Fund.

SECTION 2. Westminster Way Transportation Area SSA 1 Fund.

A. That on or before December 31, 2018, Fund 21, entitled the “Westminster Way Transportation Area Special Service Area 1 Fund,” (Fund 21) shall be and is hereby dissolved with no remaining balances. The County Clerk shall terminate the Westminster Way Transportation Special Service Area Number 1 and no longer extend any taxes therefor.

B. That the Finance Director is hereby authorized and directed to execute the

above stated changes.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect after its passage and approval.

SO ORDAINED this _____ Day of _____, 2018, at Lincolnshire, Illinois.

AYES:

NAYS:

ABSENT:

APPROVED:

Elizabeth J. Brandt, Mayor

ATTEST:

Date: _____

Barbara Mastandrea, Village Clerk

REQUEST FOR BOARD ACTION
Committee of the Whole Meeting
August 27, 2018

Subject: Azavar Government Solutions Agreement

Action Requested: Consideration of Approval and Authorization to enter into Utility Tax Audit Service Agreement

Originated By/Contact: Michael Peterson, Finance Director/ Treasurer

Referred To: Mayor and Village Board of Trustees

Summary:

Staff has selected Azavar Government Solutions to provide utility tax audit services in exchange for a 40% contingency based fee over a three year period. Scope of services includes audits and review of revenues and expenditures related to electricity, natural gas, telecommunications, and hotel taxes to name a few. Azavar will perform the labor-intensive process to discover and recover lost revenue, as well as, savings to the Village from utility over charges.

Background:

During the 2016 and 2017 Budget workshops; the Village Board directed staff to research revenue enhancement in response to the loss of sales tax related to the relocation of a few key businesses.

Since October 2017, the Village along with six other communities (Grayslake, Highland Park, Libertyville, Mundelein, Round Lake Beach, and Waukegan) have jointly interviewed two utility tax audit service companies (Azavar Government Solutions and Avenu). A third company, AmAudit failed to respond.

Over the last several months, project implementation was delayed due to timing challenges and various priorities amongst the communities. This project has gained momentum this past month; and we completed negotiations related to terms and conditions. After satisfying various attorney inquiries, Lincolnshire has selected Azavar Government Solutions as the preferred provider for utility tax audit services.

Budget Impact:

Potential increase to various tax revenue.
Potential utility expenditures reduction.

Recommendation:

Consideration and Discussion of placing the Agreement on the Consent Agenda for Approval at the September 10, 2018 Regular Village Board meeting.

Reports and Documents Attached:

- Agreement
- Municipal Revenue Review

Meeting History	
Committee of the Whole Meeting	08/27/2018
Regular Village Board Meeting:	09/10/2018

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the Village of Lincolnshire, an Illinois municipal corporation, having its principal place of business at One Olde Half Day Road, Lincolnshire, IL 60069 (“Customer”).

1. SCOPE OF SERVICES

1.1. Subject to the following terms and conditions, Azavar shall provide professional data audit and compliance management services (“Services”) in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

a) Azavar shall undertake a Municipal Audit Program (“Statement of Work”) on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and/or audit each existing tax, fee, ordinance, contract, franchise agreement, and expense (collectively, the “Revenue Sources”) imposed by or upon the Customer within the Customer’s corporate boundaries (“Audit(s)”). The Municipal Audit Program includes Audits and reviews of revenues and expenditures related to the following Revenue Sources:

- i.** Electricity providers and/or consumers
- ii.** Natural gas and Natural Gas Use Tax providers and/or consumers
- iii.** Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
- iv.** Telecommunications providers and/or consumers
- v.** Water, sewer, providers and/or consumers
- vi.** Locally imposed, levied, and/or administered charges, fees or fines
- vii.** Locally imposed and/or administered Business Licenses or Registrations
- viii.** Taxpayers subject to Motor Fuel Tax
- ix.** Taxpayers subject to Local Amusement Taxes
- x.** Taxpayers subject to Business License and/or Registration Fees
- xi.** Taxpayers subject to Liquor License Taxes
- xii.** Taxpayers subject to Hotel Occupation Taxes
- xiii.** Taxpayers subject to Real Estate Transfer Taxes
- xiv.** A review of revenues distributed to the Customer by the State of Illinois, namely the Illinois Department of Revenue (“IDOR”), including reviewing IDOR address designations for Retailers’ Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax remitters.

b) The purpose of each Audit is to determine past, present, and future taxes, franchise fees, service fees, or any other refunds, monies or revenue owed to the Customer pursuant to the Revenue Sources but that were not properly attributed to the Customer or were not properly paid or collected. Federal and Illinois state law, the Customer's own existing local ordinances and databases, and the franchise agreements, contracts or invoices to the Customer are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer ("Findings"). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, Azavar will correct any prospective errors under such applicable laws, local ordinances, or contracts. As to the collection of past due monies, Azavar will consult with Customer prior to making a reasonable effort to collect such funds. Azavar shall present written Findings to Customer to maximize Customer revenues from the Revenue Sources as part of the Audits; and where such Findings require a change into the future, Customer may implement such change after Customer has consulted Azavar's written Findings. Customer understands that Findings may require changes and/or updates to local ordinances or the codification thereof. Customer agrees to review any Findings within thirty (30) days. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this Agreement, which shall apply only to those Revenue Sources existing or currently generating revenue for the Customer at the time that Azavar begins actual review and audit services.

c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement or, to the extent that it is engaged in such Audits, shall cease such auditing upon execution of this Agreement, and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits contemplated under this Agreement without Azavar's written consent.

d) In order to perform the Audits, Azavar will require full access to Customer records and auditee records. Customer will use its authority as necessary to assist in acquiring information and procure data from auditees; to the extent permitted by law, Customer agrees to cooperate with Azavar, provide any necessary documentation, and will engage in necessary meetings with auditees, provided that the travel required to meet with auditees is reasonable. Customer acknowledges that each auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an auditee will take to limit its responsibility or liability during the Audit.

e) During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer by an auditee. In this case, Azavar will immediately terminate its Audit for that specific auditee at no cost to the Customer and will document the error and provide the Customer, but not the auditee (to the extent that the auditee does not already know of such error), with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.

f) Should Customer abate, cancel, amend, delay, or waive by any means all or a portion of funds identified in the Findings as payable to Customer during an Audit (a "Waiver"), Customer shall pay: (1) applicable contingency fees on the portion of the funds collected, and (2) time and materials for the portion subject to the Waiver. Time shall be charged at the rate of \$150 per hour, and time and materials shall be prorated in the

case of a partial Waiver. Under no circumstances, however, should the total fee exceed what the applicable contingent fee would have been absent the Waiver. A voluntary settlement (formal or informal) with an auditee shall not be considered a Waiver, provided that the settlement is discussed, in advance, with Azavar and such agreement is, in Azavar's sole but reasonable determination, on commercially reasonable terms. As stated in Section (b) of this Paragraph, this Section (f) shall not apply to Findings requiring an ordinance change, meaning that Customer will only pay fees to Azavar if it elects to implement the Finding.

g) All Audits will be initiated by Azavar within thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison.

h) Each audit is expected to last at least six (6) months. Findings on later completed audits may be withheld pending Customer satisfactorily completing payment obligations from previously completed Audits. Audit timelines are set at the discretion of Azavar but will be discussed with Customer. Azavar shall use reasonable efforts to present Findings to Customer on all audits within eighteen (18) months following execution of this Agreement, but in no event later than 30 months.

i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison, and will occur approximately every quarter.

j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2. Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to Audits and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an Audit, will adversely affect the Audit timeline and successful recovery of funds. With reasonable prior notice, Customer's staff shall be available for meetings and participation with auditees to properly verify records and recover funds.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor, and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall execute such documents required by IDOR solely for the purpose of granting Azavar the power and authority to review data provided by IDOR. Azavar shall comply with Customer's written policies on workplace conduct matters such as harassment and proper dress, and shall not disrupt staff or engage in improper social behavior. It is Customer's responsibility to provide applicable written policies to Azavar in advance.

3. PAYMENT TERMS.

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Invoices shall include the start and end date of any particular item. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, for any efforts to collect fees from the Customer. Contingency payment terms are outlined below. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below, less any amounts paid under Paragraph 1.1(f).

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered from the existing Revenue Sources per account or per auditee for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any auditee. All contingency fees paid to Azavar are based on actual receipts by the Customer of the additional revenue or actual savings experienced by the Customer. When the exact revenue or savings is not available, Azavar and Customer shall agree on a method of estimation. All revenue after the thirty-six (36) month contingency period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer expenses, expenditures, and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of subsequent savings approved by Customer for thirty-six (36) months following the date savings per auditee is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any auditee. All contingency fees paid to Azavar are based on actual savings experienced by the Customer. When the exact revenue or savings is not available, Azavar and Customer shall agree on a method of estimation. All savings after the thirty-six (36) month contingency period for each account individually will accrue to the sole benefit of the Customer.

3.4 Lake County Consortium Discount. Azavar will discount the prospective contingency payments referred to in Sections 3.2 and 3.3 above from forty-five (45) percent to a lesser percentage ("Discount") for Customer and other Lake County Municipalities that execute this Agreement and provide it to Azavar on or before October 31, 2018. The Discount is based on the number of Lake County Municipalities and is as follows:

Executed Agreements Necessary to Achieve Discount and Discounted Fee

3 - 4 Municipalities	40%
5 - 6 Municipalities	39%
7 - 8 Municipalities	38%
9 or more Municipalities	37%

3.5 To the extent that any payment is due to Azavar after April 30, 2022 or any Finding has been presented to Customer, but not acted upon, this Section 3.5 shall apply:

a) Azavar shall estimate the total amount due after April 30, 2019 and shall bill Customer for this amount on or before March 31, 2019, with a due date of April 30, 2019.

b) Notwithstanding the due date of April 30, 2019, Azavar shall toll all contractual and statutory remedies (including the Local Government Prompt Payment Act.) for nonpayment until June 30, 2019.

c) If Customer signs a new contract (or contract amendment) with Azavar on or before June 30, 2019, payment terms shall revert to those that would have applied in the absence of this Section 3.5.

d) If Customer does not sign a new contract (or contract amendment) with Azavar on or before June 30, 2019, and has not paid the bill due on April 30, 2019 by June 30, 2019, Customer shall be in default, retroactive to April 30, 2019, and agrees that the Local Government Prompt Payment Act is applicable and has not been waived by Azavar.

3.6 No payment shall be due to Azavar beyond 60 months following the execution of this agreement except:

a) If the last sentence of Section 3.1 applies; or

b) If Azavar has presented a Finding related to prospective tax or fee collection to Customer, but the auditee does not implement the changes necessary to generate the corresponding revenues (or does not report the value of such changes) in a timely manner such that the thirty-six (36) month period for which Azavar's fee would be due extends beyond the sixty (60) month deadline; or

c) By agreement between Azavar and Customer, which may or may not be in the form of a contract amendment, but at minimum must be memorialized in writing, to include electronic mail.

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (1) written information legally acquired by either

party prior to the negotiation of this Agreement, (2) information which is or becomes a matter of public knowledge, (3) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (4) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 et seq.).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work.

4.3 Azavar agrees to maintain, without charge to the Customer, all records and documents of the Customer in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Azavar shall produce records which are responsive to a request received by the Customer under the Freedom of Information Act so that the Customer may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Azavar shall so notify the Customer and if possible, the Customer shall request an extension so as to comply with the Act. In the event that the Customer is found to have not complied with the Freedom of Information Act due to Azavar's failure to produce documents or otherwise appropriately respond to a request under the Act, then Azavar shall indemnify and hold the Customer harmless, and pay all amounts determined to be due including fines and costs.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT

AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar

General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard, Suite 2100
Chicago, Illinois 60604

If to Customer

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

9. ASSIGNMENT. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. USE OF CUSTOMER NAME. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.

11. COMPLETE AGREEMENT. This Agreement, along with each additional Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER: VILLAGE OF LINCOLNSHIRE, ILLINOIS

By _____

By _____

Title _____

Title _____

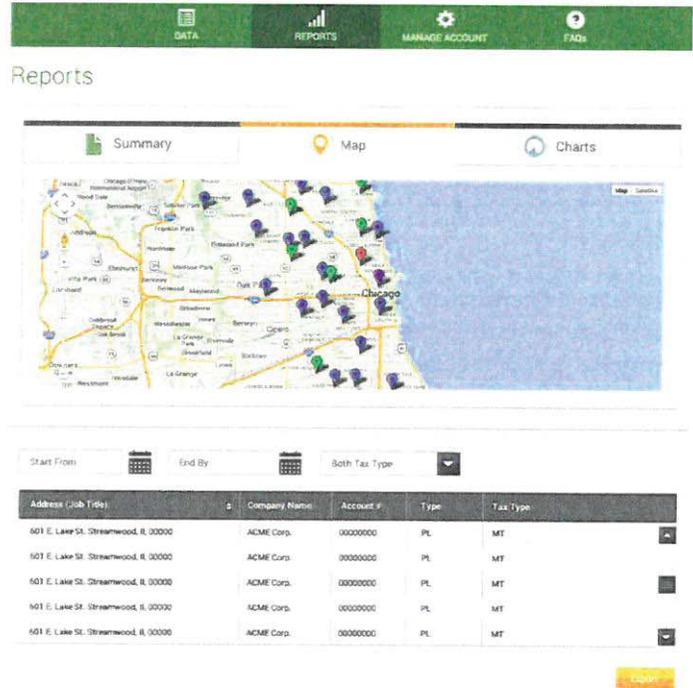
Date _____

Date _____

What Is a Municipal Revenue Review as Conducted by Azavar Government Solutions, Inc.?

Through our municipal transactional tax and revenue reviews, you receive a comprehensive analysis of all tax receivables remitted to your organization by service providers, including but not limited to:

- Utility tax (electric and gas)
- Telecommunications tax
- Cable franchise fees
- Sales tax
- Local use taxes & fees
- Food & Beverage tax
- Hotel/Motel tax
- Amusement tax



We complete your review using our own resources while providing you with a contingency payment model. Your municipal revenue review includes:

1. An Exclusive Geographic Analysis

- We use state-of-the-art geographic information systems (GIS) to analyze all customers in your local jurisdiction
- Our experts employ advanced database software and advanced data-mining technology

2. Technical Expertise

- We utilize industry-leading software to uncover outdated technologies and wasteful practices
- Our experts utilize proprietary reviewing software while employing advanced data-mining technology

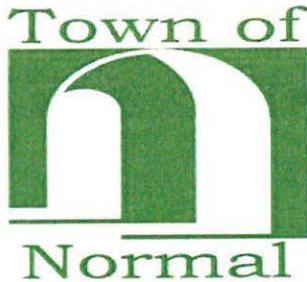
3. Strategic Relationships with Service Providers

- Our relationships foster communication, compliance, and accountability
- We facilitate franchise negotiations to meet local needs while protecting your community's property and purse

How can Azavar Government Solutions help return money to your community? Please call Tom Fagan at **312.517.3723** or email him at **TFagan@azavar.com**.

Do you need us to perform a specific analysis that has not yet been mentioned? Please let us know, as we are equipped to conduct various types of electronic reviews.

**Testimonials and financial results may not be representative of other clients' experiences and, therefore, do not guarantee future performance nor success.*



Town of Normal Recovers Over \$60,000 Per Annum

Azavar Government Solutions finds and corrects address errors, revealing instances in which utility taxes were not properly collected and remitted.

Prudent Financial Management and Long-Term Planning for the Town of Normal

The Town of Normal has survived the Great Recession, with its after-effects still being felt across the country. The Town has been careful in its pursuit of policies pertaining to conservative financial management and long-term planning. This cautious approach helps to protect funding flexibility for infrastructure and public service provisions. Such an approach also helps to absorb inevitable economic setbacks, such as the closure of the Town's Mitsubishi Motors' plant in 2016.

Despite financial constraints, the Town has secured stable operating margins and fund balance levels. An important aspect of its prudent financial strategy has been the monitoring of tax and fee income. This helps to ensure taxes are accurately assessed and collected across the board.

The prosperous, largely white-collar Town of Normal is a mere two-hour drive between Chicago, St. Louis, and Indianapolis. The Town has seen rapid growth since being founded in 1854. As of the 2010 US Census, the Town of Normal had a population of 52,497.

The Town is home to the main campus of Illinois State University, where many Town residents are employed. As the Town's train service and station facilities improve, tourism, conference venues, and business travel should all expand. The Town has been dubbed 'EV Town' because of its incentives for using the electric car. Redevelopment in the Town of Normal continues to attract young professionals, and the community was recently voted one of the top ten 'Best Places for Millennial Job Seekers in the Midwest'.

Despite its progress and promise, Town managers did not know if revenues were being accurately assessed and collected. Also, Town officials had no way of learning such information. With no preexisting evidence, utility companies seemed unwilling to provide such information. Also, Town staff members lacked the time and technical skills necessary to perform an in-house investigation.

Being unable to perform its own comprehensive analysis, the Town engaged Azavar Government Solutions to conduct a tax revenue review. Azavar Government Solutions' team of experts used specialized software to search through address records while collecting reams of data. Azavar also advised Town managers on how to obtain key information from its utility companies. Azavar Government Solutions recovered significant past-due revenues from the Town's gas and electricity utility providers, while verifying, without charge, that its sales tax receipts were correct.

On top of recovered back taxes, Azavar's address corrections continue to **yield \$5,122.08** per month in recovered revenues. These gains help support to the economic stability of the Town, which earned an AAA rating from Fitch ratings in February of 2016.

"Their contingency fee structure meant that it was a no-risk proposition for us: we would share any savings or new revenue that we realized, but if nothing was discovered, we would not owe them anything for their services. I highly recommend the services of Azavar Government Solutions as a risk-free means for other municipalities to ensure the complete and equitable collection of taxes and franchise fees."

-Chris Koos, Mayor, Town of Normal



**REQUEST FOR BOARD ACTION
Committee of the Whole
August 27, 2018**

Subject:	IL 22 Emergency Access for Village Hall
Action Requested:	Consideration of a Professional Engineering Service Contract with Patrick Engineering, Inc. for IL 22 Emergency Access Design, Permits, and Bidding Services at a Cost not to Exceed \$69,770.53. (Village of Lincolnshire)
Originated By/Contact:	Wally Dittrich, P.E., Assistant Public Works Director/Village Engineer
Referred To:	Mayor and Board of Trustees

Summary / Background:

Frequently there are times where traffic backs up along Olde Half Day Road in front of the Village Hall due to the large amount of traffic trying to get between Milwaukee Avenue (IL 21) and Half Day Road (IL 22). These backups can be in both directions during the morning and afternoon rush hours as well as during lunchtime. In the past, the Village and the Illinois Department of Transportation (IDOT – which has the jurisdiction over Olde Half Day Road in front of Village Hall) have had discussions about the jurisdictional transfer of Olde Half Day Road to the Village of Lincolnshire, which would allow the Village to control the type of traffic that uses Olde Half Day Road. Given the large volumes of traffic passing through Lincolnshire on both IL-22 and IL-21, IDOT has indicated before any jurisdictional transfer can take place, the proposed US 45/IL 21 improvements between Mundelein and Lincolnshire would need to be completed. This is because the current intersection of IL 21/IL 22 could not accommodate the traffic volumes without the use of Olde Half Day Road.

In 2017, staff and its general engineering consultant completed a feasibility study that determined a new access could be constructed onto IL 22 from the auxiliary parking lot. This access would be restricted to a right-in-right-out, however it would greatly enhance the access for emergency vehicles to and from Village Hall.

Staff issued a Request for Qualifications earlier this year for consulting engineering services to design and oversee the construction of the IL 22 Emergency Access for Village Hall. Staff received proposals from two (2) consultants. After a thorough internal review with members of the Public Works department, staff negotiated a contract with Patrick Engineering, Inc. for the design of the project. Staff felt Patrick Engineering submitted the strongest proposal based on their experience with similar work in other villages and developments, their understanding of the project, and attention to permitting requirements with IDOT and resource agencies.

Budget Impact:

The Village's Fiscal Year 2018 Budget allocates a total of \$30,000 for the design of this access. Staff recommends securing the services of a single consultant for bidding and coordination of IDOT permit requirements along with the access design work. Therefore the project scope negotiated is bigger than originally contemplated with the approval of the 2018 Budget. Securing all components of these services at this time, will facilitate design/permitting with the goal of pursuing construction in 2019. The remaining funds necessary for the design can be accommodated in other areas of the 2018 budget. Staff plans to include construction for the project in the 2019 budget.

Service Delivery Impact:

This project will improve the operation and safety of the access to Village Hall.

Recommendation:

Staff recommends approval of a professional service contract with Patrick Engineering, Inc. for performing the design, permitting and bid preparation of the project.

Reports and Documents Attached:

- Access Exhibit
- Proposed Professional Service Agreement with Patrick Engineering, Inc.

Meeting History	
Initial Referral to Village Board (COW):	August 27, 2018
Regular Village Board Meeting:	September 10, 2018

IL 22 EMERGENCY ACCESS PROJECT

Project Limits

Potential 10-100 Yr
Compensatory
Storage Area

OLDE HALF DAY ROAD

IL 22 HALF DAY ROAD



PATRICK ENGINEERING INC.
4970 VARSITY DRIVE
LISLE, IL 60532
patrickengineering.com



GENERAL

1. The Phase II Plans will follow the recommended scope of work as described in Feasibility Study dated March 14 2017, which provides for a new emergency entrance/exit to the Lincolnshire Village Hall / Police facility on the north side of Illinois Route 22 (IL 22), with a right in/right out (RIRO) access.
2. This project will be processed via permit by the Illinois Department of Transportation (IDOT). It is assumed that IDOT will not require a right turn auxiliary lane, a traffic impact study, or a flatter grade than 7% for the proposed access driveway.
3. The scope of work will include the installation of an access driveway from the Lincolnshire Village Hall auxiliary parking lot to IL 22.
4. The project will begin in 2018 and be completed to allow for construction in 2019.
5. The limits of the improvement will be as follows:
 - a) The improvement is located 625' southwest of the intersection of IL 22 and Olde Half Day Road. The proposed access connects the current turnaround to westbound IL 22.
 - b) The gross length of the project is a driveway of 80 feet.
6. The design will follow the guidelines set forth in the Illinois Department of Transportation's (IDOT's) *Bureau of Design and Environment Manual*, the American Association of State Highway and Transportation Officials' (AASHTO's) *A Policy on Geometric Design of Highway and Streets (Green book)*, and Village of Lincolnshire Design Guidelines.
7. The following items are not applicable: public meetings, structural work, geotech, lighting, boundary survey, proposed ROW, plats & legals.

ROADWAY

1. The driveway will be designed using Auto-Turn for a design vehicle of a passenger/SUV. A geometric plan will be developed for review by the Village and IDOT Permits.
2. A roadway cross-section will be developed at the driveway location.
3. Sight distance triangles will be provided at the entrance location at IL 22.
4. Guardrail warrants and length of need will be checked based on any proposed excavation for compensatory storage along IL 22.
5. Contract Documents will be developed in accordance with the State of Illinois "Standard Specifications for Road and Bridge Construction" adopted January 1, 2016, consisting of the following:
 - a) Set-up Design Files (Base Sheets)
 - b) Cover Sheet
 - c) Index of Sheets, Highway Standards, and General Notes.
 - d) Summary of Quantities
 - e) Alignment, Ties, and Benchmarks
 - f) Plan and Profile Sheet - The sheet will be prepared at a scale of 1"=20'. The profile view will be at a horizontal scale of 1"=20' and a vertical scale of 1"=2'. The sheet will include items to be removed. The sheet will include pavement marking and signing, as needed. The sheet will include landscaping items that will consist of

seeding along areas disturbed by construction, as well as the location of replacement trees where appropriate.

- g) Drainage and Utility Sheet – Necessary drainage calculations will be prepared. The drainage & utility sheet will show proposed culverts, storm sewers and structures, as applicable. The drawings will include existing drainage removals and adjustments. The sheet will consist of two windows depicting a proposed plan view and a profile. The horizontal scale of both windows will be 1"=20'. The vertical scale of the profile will be 1"=2'. The drainage profile will show any proposed storm sewer and portions of the existing storm sewer to remain and proposed ditch and swale profiles. The sheet will include measures used to provide temporary control systems to prevent erosion and sediment damages to the downstream drainage system/waterways, and adjacent properties during construction. Since the project will disturb less than one acre, including the compensatory storage area, a Storm Water Pollution Prevention Plan (SWPPP) will not be developed for the contract
 - h) Intersection Details – Intersection paving plans will be prepared for the proposed entrance at a 1"=10' scale and will contain elevations at all edges of pavement, and lane lines.
 - i) District 1 Detail Drawings – Applicable District One Standard Details will be researched and included in the contract documents.
 - j) Village of Lincolnshire Standard Details – Applicable Village Standard Details will be researched and included in the contract documents.
 - k) Cross-Sections – A cross-section will be provided at the entrance location and additional sections along other areas disturbed by construction. Cut, fill, and removal and disposal of unsuitable material areas and volumes will be provided.
 - l) Grading Plan – A grading plan will be provided for the proposed compensatory storage location.
6. Special Provisions – Special provisions will be necessary to provide descriptions of work that are not covered by the Standard Specifications. Also included in this item is inclusion of applicable Recurring, BLR&S, District, and Village special provisions, and any project specific special provisions.
 7. Estimate of Time – The expected duration of construction time will be determined and provided in tabular format.
 8. Estimate of Cost – The anticipated cost of construction will be provided using the pay items and historical unit prices.
 9. Aerial Exhibit – Aerial exhibit showing the proposed project at a scale of 50:1 of size 11"x17".
 10. Quantity Calculations – Detailed breakdowns will be provided for every pay item and consolidated for use during construction.
 11. A plan-in-hand field review will be held.

DRAINAGE & PERMITS

General

1. The Feasibility Study will be used as the basis of design for the proposed drainage system. Drainage issues within the vicinity of the project will be reviewed.

Stormwater Detention

2. The existing detention pond, south of IL 22, has an excess capacity of 0.22 ac-feet. This is more than enough volume for the anticipated detention storage required for this project, based on the project feasibility study.

Storm Sewers and Culverts

3. The existing storm sewer should not be affected by the project.
4. Patrick will adjust any inlets effected by the new construction and perform inlet spacing calculations, if required.
5. Drainage structure sizes and types and rim and invert elevations will be specified.
6. A new culvert may be placed under the proposed access if desired. Invert elevations and end sections will be specified as required.

Swales and Ditches

7. Patrick will develop cross-sections for all swales and ditches within the right-of-way. It is assumed that cross-sections will be prepared at intervals of 25 feet.
8. Ditches will be checked for hydraulic capacity.
9. Where needed, Patrick will design ditch linings and other erosion control features within the ditches.

Compensatory Storage

10. Since the proposed access is located within the floodplain, compensatory storage will be required. There is Zone AE floodplain that will be impacted by the proposed improvement. It is assumed that the 10-year and 100-year floodplain elevations used in the Phase I study will be acceptable to Lake County Stormwater Management Commission (LCSMC) for permitting.
11. Based on final roadway cross-sections, the floodplain fill calculations provided in the Feasibility Study will be checked and refined as needed.
12. Floodplain compensatory storage will be excavated just to the west of the proposed access drive. A grading plan will be developed for this work. It is assumed that the wetland in this area will not be impacted and the grading work will be contained within the Village owned parcel or IL 22 right-of-way.
13. It is assumed that disturbed areas within this compensatory storage area will be restored by seeding with standard IDOT seed mixtures.

Floodplain Modelling

14. As stated in the feasibility study, LCSMC will require backwater modeling of the floodplain since much of the compensatory storage is located across IL Route 22. This model must first be obtained from the ISWS, FEMA, or someone else.

PERMITS

1. A Lake County SMC Permit (Watershed Development Permit) will be required due to construction within the floodplain.

2. Since it is assumed that less than one acre of land will be disturbed by this project, a Notice of Intent and Storm Water Pollution Prevention Plan (SWPPP) will not be prepared and submitted to the IEPA for NPDES Stormwater Permit approval.
3. Permit fees, where applicable, are not included.
4. It is assumed that neither a U.S. Army Corps of Engineers Section (USACE) 404 permit nor a Joint Permit will be required for this project.
5. A joint permit application along with some plan sheets will need to be sent to the IDNR/OWR to show that even though the project is in the floodplain, it is not located in the floodway.
6. It is assumed that an Agricultural Resources permit will not be required.
7. Cultural Resources and T&E Species clearances will be required. Letters will be sent to USF&WS and SHPO to get clearance for T&E species and cultural resources, respectively.
8. A PESA/PSI will not be required, however a CCDD sign-off will be provided for the proposed excavation. It is assumed that Borrow/Use Area permits will be obtained by the contractor.
9. Wetland delineations will be provided by a subconsultant.
10. Tree survey by an arborist will not be required.

UTILITIES

1. Patrick Engineering will identify potential utility conflicts and notify the affected utility owners of these potential conflicts.
2. Patrick will review any utility permit submittals for relocations.
3. It is assumed no water main, sanitary, or other utility relocation or redesign will be completed by Patrick for this project.

SURVEY

A topographic survey will be performed of the proposed driveway area and where the compensatory storage is proposed, per the Feasibility Study. Other items to be gathered are:

1. Level from nearby NGS benchmarks with NAVD 88 Elevations to facilitate the accurate determination of the flood elevations through the project area.
2. Survey 500 feet westerly and easterly along IL Route 22 to facilitate a line of sight study.
3. Tree survey to identify impacted trees for the driveway construction.
4. Utilities survey to identify locations of overhead and underground utilities.
5. Drainage survey to identify the nature of the swale / ditch that the driveway would cross.

DELIVERABLES AND COORDINATION

1. Deliverables
 - a) Preliminary Geometric Plan
 - i) Village of Lincolnshire
 - ii) IDOT Permits
 - b) Contract Plans
 - i) Village - 1 quarter size copy and special provisions

- ii) IDOT Permits - 5 quarter size copies and special provisions
 - iii) Utilities – 1 quarter size copy each
 - c) Final Quantity Calculations
 - i) Village – 1 copy and PDF
 - d) Construction Cost Estimate
 - e) Construction Schedule/Estimate of Time
 - f) IDOT Permit and Bond Forms – 1 copy
 - g) Aerial Exhibit for use on the Village’s website to communicate to local residents the scope of the project
2. The project will involve coordination with:
- a) Village - Project development and resolution issues.
 - b) IDOT – Plan reviews and specific bureau review of improvements
 - c) Lake County Stormwater Management Commission
 - d) Illinois Environmental Protection Agency
 - e) Illinois Department of Natural Resources / Office of Water Resources
 - f) All utility companies having facilities within the project limits
 - g) Village website updates

QUALITY ASSURANCE/QUALITY CONTROL

This task includes the implementation of the QA/QC plan for this project.

ADMINISTRATION/MANAGEMENT

This task includes the overall project administration tasks for the project work. Progress reports will be submitted to Village with each monthly invoice submitted.

Phase II Contract Plans		<u>IL 22 Emergency Access</u>	
		<u>Sheets</u>	<u>Manhours</u>
	<u>ITEM</u>		
1	<u>Contract Plan Preparation</u>		
	Geometric Plan		16
	Title/Cover Sheet	1	6
	Index of Sheets, Village/State Standards & General Notes	1	8
	Summary of Quantities	1	12
	Typical Sections	1	2
	Alignment and Ties		
	Alignment Plan 1"=100'	1	4
	Horizontal Alignment Control Points w/Ties	1	4
	Plan and Profile Sheets (Scale 1"=20')	2	40
	Includes:		
	Removal items		
	Pavement marking and signing as needed		
	Landscape items		
	Drainage and Utility Sheet (Scale 1"=20') (2 views/sheet)	2	10
	Includes:		
	Existing and proposed drainage items		
	Utility items		
	Temporary erosion control measures		
	Drainage Calculations		
	<u>Swales and Ditches</u>		
	Design grading for ditches and swales (includes work in cross sections)		8
	Intersection Details (Scale 1"=10')	1	4
	Miscellaneous Details		
	Modify IDOT Details (Minor modifications - title block info, etc.)	2	2
	Village of Lincolnshire Standard Details	1	2
	Miscellaneous Driveway/Roadway Details	1	2
	Cross Sections (@ 25' intervals) (0.5 hr/X-Section)	2	8
	Grading Plan	1	6
		TOTAL SHEETS =	18
		TOTAL CONTRACT PLAN PREPARATION MH'S =	134
2	<u>Specs, Schedule, Cost, Forms</u>		
	Special Provisions		24
	Estimate of Time		2
	Engineers Estimate of Cost		12
	Aerial Exhibit		2
	Quantity Calculations		28
	IDOT Permit Forms		2
		TOTAL CONTRACT PLAN PREPARATION (SPECS, SCHEDULE, COST, FORMS) MH'S =	70
		ESTIMATED DIRECT COSTS = \$	420

Phase II Contract Plans		IL 22 Emergency Access	
5	Survey		MHs
	Set Control		4
	Leveling from BM for Flood Zone limits		16
	Stationing		2
	Topo Survey		10
	Survey along Route 22 for sight distance		10
	Alignment and Stationing		2
	Set Alignment with Ties		2
	Drainage Survey		4
	Trees		4
	Utilities		4
	Office Checking and Review		16
		Subtotal Manhours =	74
		Estimated Direct Cost = \$	555
	Travel - 7 trips @ \$65/vehicle day		\$ 455
	Materials and Reproduction (Mylars)		\$ 50
	Survey Materials		\$ 50
6	Environmental Services (Huff & Huff)		MHs
	Wetlands and CCDD		By H&H
		Subtotal Manhours =	By H&H
7	Meetings/Field Checks/Coordination	Meetings	MHs
	IDOT Permits Meeting (1 meeting - 2 people)	1	6
	IDOT Permti Coordination		6
	Plan-in-Hand Field Review Meeting (1 meeting - 3 people)	1	12
	Village Meeting (1 meeting - 2 people)	1	6
	Utility Coordination		10
	Field Checks	Field Checks	MHs
	Roadway	1	4
	Drainage	1	4
		Total Meetings / Field Checks:	5
		TOTAL MEETINGS / FIELD CHECK / COORDINATION MH'S =	48
		ESTIMATED DIRECT COSTS = \$	375
	Materials and Reproduction (500 pages x \$0.10/page)		\$ 50
	Vehicle Usage		
	5 vehicle days X \$65/day		\$ 325

Phase II Contract Plans		<u>IL 22 Emergency Access</u>	
8	<u>Administration and QA/QC</u>		<u>MHs</u>
	Monthly Progress Reports, Invoices, Scheduling		10
	Perform QA/QC on Submitted Documents		8
		TOTAL QA/QC MH'S =	18
		ESTIMATED DIRECT COSTS =	\$ 150
	Materials and Reproduction (500 pages x \$0.10/page)		\$ 50
	Shipping/Postage		\$ 100
SUMMARY OF WORKHOURS AND DIRECT COSTS			
		<u>Workhours</u>	<u>Costs</u>
1	Contract Plan Preparation	134	\$ 420
2	Specs, Schedule, Cost, Forms	70	\$ -
3	Drainage	118	\$ -
4	Permits	82	\$ 420
5	Survey	74	\$ 555
6	Environmental Services (Huff & Huff)	By H&H	\$ -
7	Meetings/Field Checks/Coordination	48	\$ 375
8	Administration and QA/QC	18	\$ 150
	TOTALS:	544	\$1,920

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM Patrick Engineering, Inc.
PSB N/A
PRIME/SUPPLEMENT Prime

OVERHEAD RATE 1.5806
COMPLEXITY FACTOR 0

DATE 02/23/18

DBE DROP BOX	ITEM	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENF	IN-HOUSE DIRECT COSTS	FIXED FEE	Outside Direct Costs	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(B-G)	
	Contract Plan Preparation	134	5,175.60	8,180.55	420.00	1,914.97				15,691.13	22.49%
	Specs, Forms	70	2,741.00	4,332.42	0.00	1,014.17				8,087.59	11.59%
	Drainage	118	4,796.96	7,582.07	0.00	1,774.88				14,153.91	20.29%
	Permits	82	3,362.27	5,314.40	420.00	1,244.04				10,340.71	14.82%
	Survey	74	2,583.70	4,083.80	555.00	955.97				8,178.47	11.72%
	Environmental	0	0.00	0.00	0.00	0.00		3,774.65		3,774.65	5.41%
	Mtgs/Coordination	48	2,309.55	3,650.47	375.00	854.53				7,189.56	10.30%
	Admin. & QA/QC	18	747.14	1,180.93	150.00	276.44				2,354.51	3.37%
	TOTALS	544	21,716.22	34,324.66	1,920.00	8,035.00	0.00	3,774.65	0.00	69,770.53	100.00%

AVERAGE HOURLY PROJECT RATES

FIRM Patrick Engineering, Inc.
 PSB N/A
 PRIME/SUPPLEMENT Prime

DATE 02/23/18

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Contract Plan Preparation			Specs, Forms			Drainage			Permits			Survey		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00				4	2.99%	2.09												
Project Manager	64.26	26	4.89%	3.14	10	7.46%	4.80	10	14.29%	9.18				2	2.44%	1.57			
Project Engineer 3/4	55.90	65	12.22%	6.83							30	25.42%	14.21	20	24.39%	13.63			
Project Engineer 1/2	44.81	45	8.46%	3.79	20	14.93%	6.69	10	14.29%	6.40									
Staff Engineer 3	37.37	93	17.48%	6.53	40	29.85%	11.16	10	14.29%	5.34	28	23.73%	8.87	15	18.29%	6.84			
Staff Engineer 2	34.56	160	30.08%	10.39	20	14.93%	5.16	20	28.57%	9.87	60	50.85%	17.57	45	54.88%	18.97			
Staff Engineer 1	29.27	60	11.28%	3.30	40	29.85%	8.74	20	28.57%	8.36									
Survey Manager	63.00	4	0.75%	0.47													4	5.41%	3.41
Project Surveyor	38.00	35	6.58%	2.50													35	47.30%	17.97
Staff Surveyor	28.62	35	6.58%	1.88													35	47.30%	13.54
Admin Assistant	23.40	9	1.69%	0.40															
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		532	100%	\$39.24	134	100.00%	\$38.62	70	100%	\$39.16	118	100%	\$40.65	82	100%	\$41.00	74	100%	\$34.91

HUFF & HUFF, INC.
SCOPE-OF-SERVICES
Environmental Services
Illinois Route 22 Police Department Access Project
Lincolnshire, Illinois

1. INTRODUCTION

This scope-of-services submitted by Huff & Huff, Inc., (H&H) a subsidiary of GZA GeoEnvironmental, Inc. pertains to the proposed Illinois Route 22 Police Department Access project being initiated by the Village of Lincolnshire, Illinois. The scope includes wetland review and Clean Construction or Demolition Debris (CCDD) services.

2. SCOPE OF SERVICES

Patrick Engineering, Inc. will lead the project. The environmental tasks pertinent to H&H are discussed herein.

Task 1 – Wetland Review

H&H will conduct an onsite wetland screening. A wetland summary letter will be prepared based on the findings of the field screening. It is assumed that a wetland permit will not be required and a Letter of No Objection (LONO) will be prepared for submittal to the US Army Corps of Engineers (USACE). H&H will sign off on the wetland portion of the stormwater permit application, prepared by others, as a Certified Wetland Special (CWS).

Task 2 – Clean Construction or Demolition Debris (CCDD)

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area. Specifically, H&H will search each database to identify any potential sources requiring further investigation.

It is anticipated that two field visits will be required to collect samples via hand auger. One will be to mark sample locations for a JULIE utilities locate and the second will be to collect pH samples. Given the anticipated depth of the improvements, a driller subcontractor will not be necessary. Borings will be advanced in grassy areas adjacent to the proposed improvements.

Soil samples will be analyzed for soil pH from each boring location. They will be analyzed with a field meter consistent with CCDD sampling requirements with select pH samples submitted for laboratory analysis. The soil sample results will be compared to the soil pH range of 6.25 to 9.0 associated with CCDD facility acceptance. If results achieve the CCDD facility acceptance values, H&H will prepare the LPC-663 document that will be signed/stamped by the H&H. This proposal assumes the potential for requiring a separate form for each area to account for this currently unknown situation.

Any locations that do not achieve the soil pH range acceptance values will be identified as exclusion zones, not acceptable for CCDD facility disposal.

It is assumed a Preliminary Environmental Site Assessment (PESA) and Preliminary Site Investigation (PSI) will not be required for this project and are not included in the scope.



**Payroll Escalation Table
Fixed Raises**

FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT Patrick

DATE 2/22/2018
PTB NO. RFQ # 18-01

CONTRACT TERM 8 MONTHS
START DATE 2/25/2018
RAISE DATE 3/1/2018

OVERHEAD RATE 186.64%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

2/25/2018 - 3/1/2018
0 8

3/2/2018 - 11/1/2018
8 8

|| 0.00%
|| 1.0300

103.00%

3.00%

The total escalation for this project would be:



**Illinois Department
of Transportation**

Payroll Rates

FIRM NAME Huff & Huff, Inc. DATE 2/22/2018
 PRIME/SUPPLEMENT Patrick
 PTB NO. RFQ # 18-01

ESCALATION FACTOR 3.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Senior Principal	\$70.00	\$70.00
Principal	\$70.00	\$70.00
Associate Principal II	\$70.00	\$70.00
Associate Principal I	\$53.54	\$55.15
Senior Consultant	\$66.94	\$68.95
Senior Geotechnical Consultant	\$61.91	\$63.77
Senior Project Manager III	\$58.89	\$60.66
Senior Project Manager II	\$40.93	\$42.16
Senior Landscape Architect	\$51.05	\$52.58
Senior Planning PM	\$45.89	\$47.27
Senior Geologist PM	\$41.60	\$42.85
Senior Technical Specialist	\$43.25	\$44.55
Senior Scientist PM II	\$44.75	\$46.09
Senior Scientist PM I	\$36.57	\$37.67
Senior Technical Scientist	\$35.02	\$36.07
Senior CADD Specialist	\$32.45	\$33.42
Scientist PM	\$41.32	\$42.56
Geologist PM	\$34.65	\$35.69
Engineer PM II	\$40.56	\$41.78
Engineer PM I	\$34.50	\$35.54
Planning PM	\$33.95	\$34.97
Architect PM	\$33.69	\$34.70
Assistant PM Engineer II	\$38.01	\$39.15
Assistant PM Engineer I	\$34.65	\$35.69
Assistant PM Scientist	\$26.65	\$27.45
Engineer I	\$30.44	\$31.35
Scientist EI	\$25.06	\$25.81
Scientist E2	\$22.00	\$22.66
Administrative Managers	\$39.03	\$40.20
Senior Administrative Assistant	\$27.04	\$27.85
Intern	\$15.00	\$15.45
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



Firm Huff & Huff, Inc.
 Route IL Route 22
 Section _____
 County Lake
 Job No. _____
 PTB & Item RFQ # 18-01

Date 2/22/2018
 Overhead Rate 186.64%
 Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
Wetland Review	16.5	518.22	967.20	38.70	221.00	0.00	0.00	1,745.12	46.23%
CCDD	15	450.90	841.56	167.40	211.68	358.00	0.00	2,029.53	53.77%
TOTALS	31.5	969.12	1,808.76	206.10	432.68	358.00	0.00	3,774.65	100.00%

- Method of Compensation:
- 14.5%[DL + R(DL) + OH(DL) + IHDC]
 - 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 - 14.5%[(2.3 + R)DL + IHDC]
 - _____
 - _____



Average Hourly Project Rates

Route IL Route 22
 Section _____
 County Lake
 Job No. _____
 PTB/Item RFQ # 18-01

Consultant Huff & Huff, Inc.

Date 2/22/2018

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Wetland Review			CCDD											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Senior Principal	70.00	0																	
Principal	70.00	0																	
Associate Principal II	70.00	0																	
Associate Principal I	55.15	2.5	7.94%	4.38	2	12.12%	6.68	0.5	3.33%	1.84									
Senior Consultant	68.95	0																	
Senior Geotechnical Consultant	63.77	0																	
Senior Project Manager III	60.66	0																	
Senior Project Manager II	42.16	0																	
Senior Landscape Architect	52.58	0																	
Senior Planning PM	47.27	1	3.17%	1.50	0.5	3.03%	1.43	0.5	3.33%	1.58									
Senior Geologist PM	42.85	1	3.17%	1.36				1	6.67%	2.86									
Senior Technical Specialist	44.55	0																	
Senior Scientist PM II	46.09	0																	
Senior Scientist PM I	37.67	0																	
Senior Technical Scientist	36.07	0																	
Senior CADD Specialist	33.42	0																	
Scientist PM	42.56	0																	
Geologist PM	35.69	0																	
Engineer PM II	41.78	0																	
Engineer PM I	35.54	0																	
Planning PM	34.97	0																	
Architect PM	34.70	0																	
Assistant PM Engineer II	39.15	0																	
Assistant PM Engineer I	35.69	0																	
Assistant PM Scientist	27.45	27	85.71%	23.53	14	84.85%	23.29	13	86.67%	23.79									
Engineer I	31.35	0																	
Scientist E1	25.81	0																	
Scientist E2	22.66	0																	
Administrative Managers	40.20	0																	
Senior Administrative Assistant	27.85	0																	
TOTALS		31.5	100%	\$30.77	16.5	100%	\$31.41	15	100%	\$30.06	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

HUFF & HUFF, INC.
SUMMARY OF INHOUSE DIRECT COSTS

Project:

						<u>DIRECT</u>
<i>Task 01 -Wetland Review</i>						
Trips - Company	60 miles	x	1 x	\$ 0.545	= \$	32.70
Tolls			1 x	\$ 6.00	= \$	6.00
Parking			0 x	\$ 5.00	= \$	-
Reproduction	sets	x	0 x	\$ 0.03	= \$	-
Color copies	sets	x	0 x	\$ 0.11	= \$	-
Photo sheets	sets	x	0 x	\$ 0.22	= \$	-
CAD Plots			0 x	\$ 1.85	= \$	-
			0 x	\$ -	= \$	-
Task Total						\$ 38.70
 <i>Task 02 -CCDD</i>						
Trips - Company	60 miles	x	2 x	\$ 0.545	= \$	65.40
Tolls			2 x	\$ 6.00	= \$	12.00
Field kit	1 day	x	1 x	\$ 30.00	= \$	30.00
pH meter	1 day	x	1 x	\$ 10.00	= \$	10.00
PID Meter	1 day	x	1 x	\$ 50.00	= \$	50.00
Task Total						\$ 167.40
GRAND TOTAL						\$ 206.10

HUFF & HUFF, INC.
SUMMARY OF OUTSIDE DIRECT COSTS

Project:

					<u>OUTSIDE</u>
<i>Task 01 -Wetland Review</i>					
Maps/Aerials	0	x	\$ 10.00	=	\$ -
Federal Express		x	\$ 20.00	=	\$ -
Records Search	0	x	\$ 250.00	=	\$ -
	0	x	\$ -	=	\$ -
	Task Total			\$	-
 <i>Task 02 -CCDD</i>					
Federal Express	1	x	\$ 20.00	=	\$ 20.00
Records Search	1	x	\$ 250.00	=	\$ 250.00
pH	4	x	\$ 20.00	=	\$ 88.00
	Task Total			\$	358.00
 GRAND TOTAL					\$ 358.00

**REQUEST FOR BOARD ACTION
COMMITTEE OF THE WHOLE
August 27, 2017**

Subject: Emergency Alternative Water Supply Connection

Action Requested: Consideration and Approval of a Professional Engineering Services Contract with Ciorba Group, Inc. at a cost not to exceed \$18,744.35 for the Preparation of bid plans/specifications for an Emergency Alternative Water Supply Connection. (Village of Lincolnshire)

Originated By/Contact: Wally Dittrich, Assistant Public Works Director/Village Engineer
Terry Hawkins, Utilities Superintendent

Referred To: Mayor and Board of Trustees

Summary / Background:

Currently, the Village does not have a dedicated water interconnection to supply drinking water in an emergency event from a source other than our current water provider; the City of Highland Park. With only one source of drinking water Lincolnshire is susceptible to issues that may arise within the community. An example of a major issue which could arise is winter icing conditions which limit the amount of water the Highland Park water plant can distribute among the communities they supply.

The Village's current arrangement with the Village of Buffalo Grove to supply water in an emergency involves a hydrant hose that could be laid across Aptakisic Road to supply water in an emergency situation. However, the amount of water that could be supplied in this situation is unknown and most likely would not provide an adequate amount of water to serve the community's need.

Should there be an issue with receiving water from Highland Park the only water supply available to the Village would be the water stored in the Village's 2 reservoirs. At the present average daily water demand of 1.29 million gallons, the Village would have a storage reserve for 2 to 3 days depending upon seasonal demands.

Earlier this year, a concept study was completed that evaluated 5 different alternate water supplies that could potentially be suitable for a connection by the Village. Evaluation criteria included the system pressures of both the village and the potential supply partner, any needs for a booster station required to make the interconnection feasible, the ability for the connection to maintain adequate fire flows for the Village of Lincolnshire and cost. The final study recommended an alternate water supply interconnection with the Village of Buffalo Grove at a point along Half Day Road west of Stevenson High School based on this connection performing the best out of these criteria. Buffalo Grove would be able to supply the Village of Lincolnshire with its average daily needs for supplying its residents in the event of an emergency. The Village would construct a connection system between the two Villages watermains that would consist of a vault underground with valves and piping that could be activated in the event of an emergency. It is currently estimated that the construction costs for this connection would be approximately \$250,000.

Staff recommends continuing the use of Ciorba Group Inc. to complete the design/bid specifications as staff was extremely satisfied with their work on the concept study. The original

request for qualifications indicated that design services were included in the original scope of work. An agreement for construction services would be brought forward for the board's consideration once bids have been received.

Budget Impact: The Village allocated \$50,000 for engineering services regarding the Alternative Water Source and Distribution System Analysis in the 2018 Capital Budget.

Recommendation: Staff requests that the Mayor and Board of Trustees place this item on the September 10, 2018 Consent Agenda for approval.

Reports and Documents Attached:

- Proposed Contractual Service Agreement with Ciorba Group Inc.

Meeting History	
Initial Referral to Village Board (COW):	May 08, 2017
Regular Village Board	May 22, 2017
Committee of the Whole (COW):	August 27, 2018
Regular Village Board	September 10, 2018



May 11, 2018

Mr. Walter Dittrich, P.E.
Assistant Public Works Director / Village Engineer
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069

**Subject: Proposal for Engineering Services
Buffalo Grove Emergency Water Supply Interconnection**

Dear Mr. Dittrich:

Per your request, Ciorba Group, Inc. has prepared a letter proposal for ***Design and Construction Engineering Services for the Buffalo Grove Emergency Water Supply Interconnection***. Our Scope of Services is outlined in Exhibit B which we understand to include the following:

- Design Engineering: Meetings, Data Collection and Coordination; Survey; Preparation of Plans, Specifications, and Estimates; and Permitting.
- Construction Engineering: Meetings and Coordination; Bidding Assistance; Shop Drawing Review; and Construction Observation.

The engineering fee for the **Design Phase** is not to exceed **\$18,744.35**. The engineering fee for the **Construction Phase** is not to exceed **\$24,200.96**. Actual time on the project will be invoiced. A breakdown of the fee is provided in Exhibit C.

It is assumed that the design phase will be carried out in 2018 and the construction phase in 2019. Separate rate sheets have been provided to reflect this. Fees in this proposal shall remain fixed until December 31, 2018 for design and December 31, 2019 for construction. Should you have any questions please contact me at 773-355-2947. We appreciate the opportunity of submitting this proposal to the Village on this important public improvement project.

Sincerely,

CIORBA GROUP, INC.



Luke A. Mattson
Municipal Project Manager

Enclosures: Exhibit A – General Conditions
Exhibit B – Scope of Services
Exhibit C – Fee Breakdown

Village of Lincolnshire

Accepted By: _____

Name: _____

Title: _____

Address: _____

Date _____

Exhibit A General Conditions

DELAYS – The Engineer will not be liable for delays due to force majeure.

DISPUTE RESOLUTION – any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

ENVIRONMENTAL – The Engineer assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

EXTRA WORK - The engineering fees are based on our doing the work as described in the proposal letter. Extra Work includes furnishing any other services not specifically set forth in the proposal letter.

The fee for all Extra Work would be computed on the basis of hourly rates of personnel actually assigned to the work. Direct costs would be billed at their actual rate.

No Extra Work would be undertaken by us without prior written authorization from the Village of Lincolnshire.

INSURANCE – Ciorba Group, Inc. has, and will maintain in effect throughout the duration of this contract, professional liability insurance in the amount of \$2,000,000.

LIMITATIONS OF LIABILITY – The Client agrees, to the fullest extent possible, to limit the liability of the Engineer so that the total aggregate liability of the Engineer shall not exceed the Engineer's fee for services rendered on the project. It is acknowledged that this limitation of liability applies to any cause of action, be it contract, tort, or any other theory. The Client agrees to bring any claims against the Engineer corporate entity, not any individual owners or employees of the Engineer firm. The Client and Engineer both agree to waive any claims for consequential damages against each other.

VILLAGE OF LINCOLNSHIRE PROVIDED INFORMATION – The Engineer shall have the right to rely on the accuracy of any information provided by the Village of Lincolnshire. The Engineer will not be responsible for reviewing this information for accuracy unless otherwise stated in the Scope of Services.

PAYMENT OF FEES – All fees are due and payable as specified herein. Fees will be billed monthly for services performed in the preceding month, and payment thereof is due within 30 days of the invoice date.

PERMITS AND APPROVALS – It is the responsibility of the Village of Lincolnshire to obtain all necessary permits and approvals. The Engineer will assist the Village of Lincolnshire as mutually agreed in writing as part of the Scope of Services.

SUSPENSION AND TERMINATION - In the event that this project should be suspended or abandoned for any reason whatsoever, the Village of Lincolnshire shall be liable for payment of all services performed through the date Ciorba receives written notice of such

suspension or abandonment; payment to be based on percentage of work complete in the case of lump sum fees, or hours of work completed in the case of salary times multiplier fees. In the event the Village of Lincolnshire reactivates the project, Ciorba would not resume work without the execution of a new agreement for the work.

DELIVERY OF ELECTRONIC FILES - The Village of Lincolnshire agrees to waive all claims against the ENGINEER resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the ENGINEER.

In addition, the Village of Lincolnshire agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the ENGINEER or from any unauthorized reuse of the electronic files without the prior written consent of the ENGINEER.

Under no circumstances shall delivery of electronic files for use by the Village of Lincolnshire be deemed a sale by the ENGINEER, and the ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ENGINEER be liable for indirect or consequential damages as a result of the Village of Lincolnshire's reuse of the electronic files.

In the event any invoices are past due more than 60 days, Ciorba reserves the right to suspend all work and withhold all drawings, prints, specifications, estimates, and the like until the account is current. This agreement shall terminate upon the occurrence of the first of the following:

- A. Completion of and payment for, all of the work included herein.
- B. Suspension or abandonment of the project, and payment to us of all fees due and payable.
- C. Mutual written consent of the parties hereto.

Exhibit B – Scope of Services

Village of Lincolnshire Buffalo Grove Emergency Interconnection – Design Phase

1. **Meetings, Data Collection and Coordination** – Attend an initial kick off meeting with the Village to review the proposed schedule, engineering parameters and deliverables. Available data will be collected at this meeting. Requested data includes sample Village construction plans & specifications, material cut sheets, Lincolnshire GIS, atlas utility sheets, available survey data of the project area, and other pertinent information. A second meeting will be held after the 75% submittal to review Village of Lincolnshire comments. It is assumed that the Village of Buffalo Grove will also be invited to this meeting to offer comments on the design.
2. **Data Collection and Survey** - Ciorba will perform a full topographic survey of the project site. Survey tasks will include setting horizontal and vertical control; topographic survey of the site and adjacent roadway and sidewalks; utility information (including water, sewer, and drainage components); important other facilities required for design information (this may include electrical transformers and communication pedestals among other items); any other items that must be considered for design, including vegetation, signs, buildings, light poles, etc. in the vicinity of the site.
3. **Plans Specifications and Estimates** – Design documents will be submitted at the Pre-Final and Final design levels. Design elements for the project under our scope are anticipated to include select removal of existing pavements, interconnection valve vault including valves and metering, water main connections to the Village of Lincolnshire and the Village of Buffalo Grove, and restoration. Quantities will be prepared for all pay items included in the plans. Construction cost estimates will be prepared using historical unit prices for similar work. Specifications will be in the Village's preferred format.

Plans will include the following sheets:

Civil

- Cover Sheet with index and key map
 - Legend and General Notes
 - Existing Condition and Demolition Plan
 - Proposed Interconnection Plan
 - Interconnection Vault Detail
 - Miscellaneous Details
4. **Construction Cost Estimates** – Prepare quantity schedules and cost estimates for the proposed improvements for the Pre-Final and Final submittals.
 5. **Permitting** - Ciorba will assemble and submit the required permit applications. Permits are expected to be required from the Illinois Environmental Protection Agency, and the Illinois Department of Transportation.
 6. **Quality Assurance / Quality Control** – The project will be completed in accordance with the Ciorba QA/QC plan. The QA/QC plan is available upon request.

7. **Deliverables** – Deliverables will be 5 hard copy sets of 11” x 17” plans, specifications and cost estimates and a digital CD copy.

Construction Phase

1. Bidding Assistance

Ciorba will assist the Village with advertising the project for bidding, responding to bidders' written questions and issuing an addendum (if necessary). Ciorba will review and tabulate the bids and make a recommendation to the Village for the award of the project.

2. Preconstruction Meeting

The Resident Engineer will create a list of potential attendees for Village review. This list will include Village Engineering staff; Village Public Works personnel; Village of Buffalo Grove; private utility representatives; and the Contractor and his subcontractors. After the list is finalized, the Resident Engineer will notify participants of the time and place for the meeting. Topics that may be discussed at this meeting will include the progress schedule, construction staging, material and equipment storage sites, demolition techniques, listing of materials and equipment submittals, general correspondence procedures, traffic control, subcontractor roles, and submittal for payment. Shop drawing review procedures will also be discussed and in particular the Contractor will be advised that material and equipment are not to be installed prior to completion of the shop drawing review process. The Resident Engineer's and the Contractor's 24 hour emergency numbers will also be made available to participants. Catalog cuts and shop drawings may be distributed at the meeting by the Contractor for review by Ciorba. The Resident Engineer will prepare meeting minutes and distribute them to all participants.

3. Shop Drawing Review

Ciorba will provide review services for information and data submitted by the Contractor for materials and designs to be included in the construction. Ciorba will log, stamp, and track all submittals received, and identify outstanding submittals. All submittals will be reviewed for compliance with the intent of the Contract documents. Submittal mark-ups and review letters will be generated for each submittal in a timely manner, and mailed to the contractor with copies to the Village. Ciorba will notify the Village of any substitutions, deficiencies, or changes in the submitted materials when compared to the contract documents. An assessment of any deviations will be made by Ciorba and presented to the Village with a request for acceptance or denial. Ciorba will advise the Village of any disapprovals in submittals due to non-conformance with the intent of the specifications.

4. Construction Observation Services

Ciorba Group will have a **full-time** Resident Engineer for the project. Ciorba has assumed a 3 week construction period for this work.

Construction will be monitored for conformance with the contract documents and Village requirements. If there are any unforeseen conditions or issues that develop, Ciorba's design

engineers will be available to provide options to the Village to mitigate project delays. When on-site, Daily Reports will be completed on Ciorba standard forms unless a Village format is preferred. Ciorba will also maintain a diary, when on site, describing the work accomplished and will document all work with photographs. Monthly progress reports will be prepared and provided to the Contractor and the Village. Monthly pay estimates will be prepared and submitted to the Village for review and processing. Ciorba will prepare any necessary change orders for Village review and approval.

Other duties for the Resident Engineer will be to continue public stakeholder involvement by addressing any concerns or issues of local residents, business owners or other stakeholders. At minimum, this will consist of answering phone calls, receiving and sending e-mails, and contacting residents to ensure resolution. Issues will be resolved in a timely manner as determined by the Village and situational needs.

As an on-site extension of the Village, Ciorba will maintain close communication with the Village's designated representative. This will be accomplished by as-needed daily communication and periodic progress meetings chaired by Ciorba. Invitees to the weekly meeting will include the Village's designated representative, other Village staff such as Public Works personnel, the Contractor and his subcontractors and utility representatives.

5. Construction Project Close-Out

Ciorba will maintain a punch list of construction items that require correction before final acceptance of the project and provide it to the Contractor. The site will be inspected for completion of punch list items and the Contractor will be notified of any incomplete items. After the punch list is completed, site inspections will be conducted by Ciorba with the Village and the Contractor. Any concerns identified at the walk through will be resolved prior to acceptance of the improvement. The closeout process continues with the preparation of final documentation papers for project acceptance by the Village. This includes all material certifications and testing results, final quantity measurements, balancing change orders and final pay estimates. As construction proceeds, any modifications to the plans will be field measured and documented for inclusion in the final construction record drawings. The two sets of final construction record drawings of a size specified by the Village will be provided and one CD with all updated CAD files.

**Exhibit C – Fee Breakdown
Village of Lincolnshire
Buffalo Grove Emergency Interconnection – Engineering Services**

Project Component	FEE
Design Phase	\$18,744.35
Construction Phase (Estimated)	\$24,200.96
TOTAL	\$42,945.31

WORK BREAKDOWN STRUCTURE
Village of Lincolnshire
Buffalo Grove Em Intercon - Design

Task Sub-Task	Activity	Grand Total	Water Resources Manager QC/QA	Project Manager / Engineer	Engineer I	Party Chief	Survey Crew Member
		154	10	60	59	17	8
1. Meetings, Data Collection & Coordination		Task Total: 16	2	10	4		
010 Meetings		Subtotal: 8	2	6			
	Kickoff Meeting with Owner	4	2	2			
	Progress Plan Review Meeting	2		2			
	Prepare Agenda/Exhibits for Meetings	2		2			
011 Coordination		Subtotal: 8		4	4		
	Coordination with Owner	2		2			
	Coordination with Buffalo Grove	2		2			
	Coordination with Utilities	4			4		
2. Topographic Survey		Task Total: 25				17	8
020 Field Survey		Subtotal: 18				10	8
	Horizontal Topography	16				8	8
	Field Verification of Existing Conditions	2				2	
021 Process Survey Information		Subtotal: 7				7	
	Set up Base Sheets from Existing Survey	7				7	
3. Water Resources		Task Total: 62		22	40		
032 Water Main System		Subtotal: 54		18	36		
	Conflict Investigation (Utilities)	8			8		
	Water Main Design	16		16			
	Water Main Plan and Profile Sheets	10			10		
	Water Main Details	12		2	10		
	Restoration Plans	8			8		
035 Permits		Subtotal: 8		4	4		
	Permit - IEPA (Water)	4		2	2		
	Permit - NPDES	4		2	2		

DESIGN

WORK BREAKDOWN STRUCTURE
Village of Lincolnshire
Buffalo Grove Em Intercon - Design

Task Sub-Task	Activity	Grand Total	Water Resources Manager QC/QA	Project Manager / Engineer	Engineer I	Party Chief	Survey Crew Member
4. Engineering Studies/Plans	Task Total:	43		28	15		
055 Contract Plans	Subtotal:	16		5	11		
	Title Sheet	2		1	1		
	General Notes	4		2	2		
	Plan Revisions	8			8		
	Disposition of Comments	2		2			
058 Quantity Calculations	Subtotal:	5		1	4		
	Quantities (Water Resources)	5		1	4		
059 Specifications & Estimates	Subtotal:	22		22			
	Specifications (Water Resources)	16		16			
	Estimate of Time	2		2			
	Estimate of Cost	4		4			
6. QC/QA	Task Total:	4	4				
090 QC/QA	Subtotal:	4	4				
	Water Resources	4	4				
7. Project Management & Administration	Task Total:	4	4				
100 Project Management & Administration	Subtotal:	4	4				
	Project Administration	4	4				

DESIGN



FIRM NAME	<u>Ciorba Group, Inc.</u>	DATE	<u>05/11/18</u>
PRIME/SUPPLEMENT	<u>Prime</u>		
Client	<u>Village of Lincolnshire</u>		

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Construction Manager/Roadway QC/QA	\$79.00	\$79.00
Water Resources Manager QC/QA	\$74.00	\$74.00
Project Manager / Engineer	\$53.00	\$53.00
Engineer I	\$27.50	\$27.50
Resident Engineer	\$53.00	\$53.00
Resident Inspector	\$39.50	\$39.50
Party Chief	\$38.00	\$38.00
Survey Crew Member	\$29.50	\$29.50

DESIGN



FIRM NAME Ciorba Group, Inc. DATE 05/11/18
 PRIME/SUPPLEMENT Prime
 Client Village of Lincolnshire

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Construction Manager	\$81.37	\$81.37
Water Resources Manager QC/QA	\$76.22	\$76.22
Project Manager / Engineer	\$54.59	\$54.59
Engineer I	\$28.32	\$28.32
Resident Engineer	\$45.32	\$45.32
Construction Inspector	\$29.34	\$29.34
Party Chief	\$39.14	\$39.14
Survey Crew Member	\$30.39	\$30.39

CONSTRUCTION

IN-HOUSE DIRECT COSTS
Village of Lincolnshire
Buffalo Grove Em Intercon - Cons
PHASE I, II, AND III

Construction Engineering / Phase III Assis.

Description	Unit	Unit Cost	Quantity	Extended Cost
Copies	sheet	\$ 0.10		\$ -
Full Size Prints	sheet	\$ 1.25		\$ -
Vehicle (mileage)	mile	\$ 0.58	40	\$ 23.00
Vehicle (day)	day	\$ 65.00	15.0	\$ 975.00
			Total:	\$ <u>998.00</u>

CONSTRUCTION



CIORBA GROUP | Consulting Engineers

**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm Ciorba Group, Inc
Client Village of Lincolnshire

County Lake
Job No. _____

Date 05/11/18

ITEM	MANHOURS (A)	PAYROLL (B)	(2.9+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Meetings, Data Collection & Coordination	6	\$ 362.56	\$ 1,051.42			\$ 1,051.42	4.34%
Construction Engineering / Phase III Assis.	160	\$ 7,312.98	\$ 21,207.64	\$ 998.00		\$ 22,205.64	91.76%
Project Management & Administration	4	\$ 325.48	\$ 943.89			\$ 943.89	3.90%
TOTALS	170	\$ 8,001.02	\$ 23,202.96	\$ 998.00		\$ 24,200.96	100.00%

CONSTRUCTION

**REQUEST FOR BOARD ACTION
COMMITTEE OF THE WHOLE
August 27, 2018**

Subject: Emergency Alternative Water Supply Connection

Action Requested: Concurrence to sign a Letter of Intent with the Village of Buffalo Grove for an Alternative Water Supply Connection (Village of Lincolnshire)

Originated By/Contact: Wally Dittrich, Assistant Public Works Director/Village Engineer
Terry Hawkins, Utilities Superintendent

Referred To: Mayor and Board of Trustees

Summary / Background:

Currently, the Village does not have a water interconnection to supply drinking water in an emergency event other than with our current water provider; the City of Highland Park. With only one source of drinking water Lincolnshire is susceptible to issues that may arise within the community. An example of a major issue which could arise is winter icing conditions which limit the amount of water the Highland Park water plant can distribute among the communities they supply.

The Village's current arrangement with the Village of Buffalo Grove to supply water in an emergency involves a hydrant hose that could be laid across Aptakisic Road to supply water in an emergency situation. However, the amount of water that could be supplied in this situation is unknown and most likely would not provide an adequate amount of water to serve the community. Should there be an issue with receiving water from Highland Park the only water supply available to the Village would be the water stored in the Village's 2 reservoirs. At the present average daily water demand of 1.29 million gallons, the Village would have a storage reserve for 2 to 3 days depending upon seasonal demands.

Earlier this year, the Ciorba Group completed a concept study which recommends an interconnection with the Village of Buffalo Grove at a point along Half Day Road west of Stevenson High School based on how the location of this propose performed in relationship to a variety of criteria. Buffalo Grove would be able to supply the Village of Lincolnshire with its average daily needs for supplying its residents. The Village would construct a connection system between the two Villages watermains that could be activated in the event of an emergency. It is currently estimated that the construction for this connection would cost approximately \$250,000.

In order to move forward with the design of the project, a Letter of Intent has been drafted which outlines the overall understandings of the project to ensure both communities are comfortable moving forward with the design. As the design progresses, a formal Intergovernmental Agreement will be prepared and executed that details out the specific policies, procedures, and permissions for this connection to take place.

Budget Impact: N/A

Recommendation: Staff requests that the Mayor and Board of Trustees place this item on the September 10, 2018 Consent Agenda for approval.

Reports and Documents Attached:

- Letter of Intent with Buffalo Grove

Meeting History	
Initial Referral to Village Board (COW):	August 27, 2018
Regular Village Board	September 10, 2018



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



LETTER OF INTENT

Staff from the Village of Lincolnshire and Village of Buffalo Grove have recently been coordinating on the feasibility of an emergency connection of each respective Village's water supply systems for use as a backup in the event of an emergency. This Letter of Intent has been developed as a framework to be utilized in the development of an Intergovernmental Agreement between the two communities. Each community acknowledges the following:

1. There is a desire to proceed with the design and future construction of a water infrastructure interconnection between Buffalo Grove and Lincolnshire at a location west of Stevenson High School, along Illinois Route 22.
2. An engineering analysis of both communities' hydraulic water models was found to be mutually beneficial for both systems to proceed with an emergency interconnection. Both Buffalo Grove and Lincolnshire staff have reviewed and evaluated the engineering recommendation and agree to the benefits of both communities.
3. All associated construction costs for the proposed interconnection shall be assumed by the Village of Lincolnshire. The Village of Lincolnshire shall own and be solely responsible for maintenance, repair, and or replacement of materials necessary for the interconnection. This proposed project is planned only for emergency usage of both communities and is not intended for use as a continued water supply.
4. The connection would be constructed to serve the Village of Lincolnshire with the ability to reverse the connection to serve Buffalo Grove if necessary.
5. The fee for water utilized during an emergency by each community would be included in the IGA.
6. Buffalo Grove shall review and approve the design for the interconnection prior to the project being put out for bid.

Village of Lincolnshire:

Village of Buffalo Grove:

Village Official

Village Official

Date

Date