

**AGENDA**  
**COMMITTEE OF THE WHOLE MEETING**  
**Village Hall – Board Room**  
**Monday, September 10, 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 27, 2018 Committee of the Whole Meeting Minutes

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

- 3.11 Consideration of a 2-Lot Single-Family Subdivision (Achi) in Unincorporated Lake County (23344 N. Indian Creek Road)
- 3.12 Consideration of an Out-of-Village Water Service (2344 N. Indian Creek Road)
- 3.13 Consideration of a 2-Lot Single Family Subdivision (Elm Estates) in Unincorporated Lake County (23477 N. Elm Road)

**3.2 Finance and Administration**

- 3.21 Consideration and Discussion of Proposed Goals for 2019 (Village of Lincolnshire)

**3.3 Public Works****3.4 Public Safety**

- 3.41 Consideration of a Resolution Approving an Agreement Pertaining to the Regulations of Traffic and Parking on Lincolnshire-Prairie View School District #103 Property (School District #103)
- 3.42 Consideration of Reciprocal Reporting Agreement Between Lincolnshire-Prairie View School District #103 and the Village of Lincolnshire (Village of Lincolnshire & School District #103)

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



**MINUTES  
COMMITTEE OF THE WHOLE MEETING  
Monday, August 27, 2018**

Present:

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

**ROLL CALL**

Mayor Brandt called the meeting to order at 7:50 p.m. and Village Clerk Mastandrea called the Roll.

**2.0 APPROVAL OF MINUTES**

**2.1 Acceptance of the August 6, 2018 Special Committee of the Whole Meeting Minutes**

The minutes of the August 6, 2018 Special Committee of the Whole Meeting were approved as submitted.

**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)**

Assistant Village Manager/Community & Economic Development (CED) Director Gilbertson provided a summary of the 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. The request has the following three zoning exceptions: height of fence from the maximum permitted 6' to 8', placement of fence on a berm, and style of fence. The petitioner is also requesting a fee waiver of application fees which has been awarded to other non-for-profit corporations. Assistant Village Manager/CED Director Gilbertson stated the next step, if approved is referral to the

Architectural Review Board (ARB), a Public Hearing at a Committee of the Whole then approval at a Regular Village Board meeting.

Mr. Gordon Grote provided a presentation regarding Westgate's 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. Mr. Grote stated students from Stevenson High School cut through the berm along with illegal parking in the area.

Mayor Brandt asked staff if they knew what the height of the fence was that Stevenson High School recently installed on the back of their property which was constructed as part of the new construction. Staff did not have the fence height for the new fence at Stevenson High School.

Trustee Harms Muth asked if a big fence was going to be viewed all along Route 22 without any additional landscaping. Mr. Grote stated this is correct; the berm itself is heavily landscaped. Mr. Grote stated they will only have the fence along half of the property, and they have a landscape plan for the proposed project.

Trustee Leider asked if there will be landscaping between the fence and Route 22. Mr. Grote provided a landscape plan; they will be planting salt resistant plants and will not be taking down any trees.

Trustee Harms Muth noted concern regarding the fence material and the view of a big wall of fence along Route 22. Trustee Harms Muth asked how many Stevenson students live in Westgate. Mr. Grote stated they did not have a lot of Stevenson students. Mayor Brandt stated there is a sidewalk students can use to go to Hotz Road from Westgate. Trustee Harms Muth stated she understands the issue but would hate to hide the current vegetation and see a wall of fence.

Village Attorney Simon stated the next step in the process would be to refer this to the ARB. The ARB will look at the landscape plan and design of the fence, and then it will come back before the Board before it gets approved.

All Trustees recommended adding landscaping so the appearance is not a wall of fencing.

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

**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)**

Economic Development Coordinator provided a summary of the preliminary evaluation of Culver's petition for a Major Amendment to the Lincolnshire Marketplace Planned Unit Development (PUD) to permit existing Culver's wall sign to be internally illuminated. Economic Development Coordinator Zozulya stated if this is approved tonight the next steps would be to refer this to the ARB, then a Public Hearing at a Committee of the Whole, and approval at a Regular Village Board meeting.

Mr. Kevin Weasler, Owner of Culver's provided a presentation of their petition for a Major Amendment to the Lincolnshire Marketplace Planned Unit Development (PUD) to permit existing Culver's wall sign to be internally illuminated. Mr. Weasler provided photos of the current sign at night and what it would look like illuminated. Mr. Weasler noted their night time traffic is not as good as desired and noticed immediately illumination was an issue.

Trustee Grujanac stated it seems like the precedent has been set and it is the right thing to do.

Trustee Leider asked if it would only be illuminated when the business is operating. Mr. Weasler confirmed the proposed sign would only be illuminated when Culver's is open.

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

### 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)**

Finance Director/Treasurer Peterson provided a summary of a proposed Investment Advisory Agreement and Custodian Account Agreement with Sawyer Falduto Asset Management. This 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.

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

Finance Director/Treasurer Peterson provided a summary of an Ordinance Dissolving the Village of Lincolnshire "Fund 21" (Westminster Way Transportation Special Service Area 1A).

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

**3.23 Consideration of Approval of a Utility Tax Audit Service Agreement with Azavar Solutions (Village of Lincolnshire)**

Finance Director/Treasurer Peterson provided a summary of a proposed Utility Tax Audit Service Agreement with Azavar Solutions. 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.

Village Manager Burke noted the title on the memo narrowly defines what the Professional Service Agreement is and stated Staff is looking at auditing a variety of revenue sources.

Village Attorney Simon stated it has been emphasized to Azavar that they will only be auditing the existing tax structure. We will not get a contingency fee for a tax that is not currently levied. Trustee Servi asked if there is a cap for the fees that may be shared with the auditing firm. Finance Director/Treasurer Peterson stated the fee drops when additional Villages sign on. Village Manager Burke stated the max payout is not capped.

Village Attorney Simon provided detail regarding the types of audits Azavar will perform.

Trustee Servi asked staff to provide what type of money came out of the last audit.

It was the consensus of the Board to place this on the next Regular Village Board Agenda.

**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)**

Assistant Public Works Director/Village Engineer Dittrich provided a summary 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.

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

**3.32 Consideration of 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)**

Assistant Public Works Director/Village Engineer Dittrich provided a summary of a Professional Engineering Service 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 with Buffalo Grove.

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

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

Assistant Public Works Director/Village Engineer Dittrich provided a summary of a Letter of Intent with the Village of Buffalo Grove for an Alternative Water Supply Connection.

Village Manager Burke stated a more detailed Intergovernmental Agreement will follow pertaining to the operation of the connection.

Trustee Harms Muth asked what an alternative water supply was. Assistant Public Works Director/Village Engineer Dittrich stated currently, the Village's water supply comes solely from the City of Highland Park so if anything happens with their operations, we should have a way of getting water from some other source. Trustee Harms Muth asked who provides Buffalo Grove their water. Village Manager Burke stated Buffalo Grove purchases their water through Evanston via the Northwest Water Commission. Village Manager Burke added this would be considered an emergency water interconnect.

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

3.4 Public Safety

3.5 Parks and Recreation

3.6 Judiciary and Personnel

**4.0 UNFINISHED BUSINESS**

**5.0 NEW BUSINESS**

**6.0 EXECUTIVE SESSION**

**7.0 ADJOURNMENT**

Trustee Grujanac moved and Trustee Harms Muth seconded the motion to adjourn.  
Upon a voice vote, the motion was approved unanimously and Mayor Brandt declared

Respectfully submitted,

**VILLAGE OF LINCOLNSHIRE**

Barbara Mastandrea  
Village Clerk

**REQUEST FOR BOARD ACTION**  
**Committee of the Whole**  
**September 10, 2018**

**Subject:** Single-Family Subdivision and Water Utility Connection in Unincorporated Lake County - 23344 N. Indian Creek Road and 23477 N. Elm Road

**Action Requested:** Consideration of the Following Requests:

- 3.11 2-Lot Single-Family Subdivision (Achi) in Unincorporated Lake County (23344 N. Indian Creek Road)
- 3.12 An Out-of-Village Water Service (23344 N. Indian Creek Road)
- 3.13 2-Lot Single-Family Subdivision (Elm Estates) in Unincorporated Lake County (23477 N. Elm Road)

**Petitioner:** Lake County

**Originated By/Contact:** Wally Dittrich, Assistant Public Works Director/Village Engineer  
Department of Public Works

Tonya Zozulya, Economic Development Coordinator  
Department of Community & Economic Development

**Advisory Board Review:** None

**Background:**

- Lake County, on behalf of Mr. Achi Gopal and Icon Building Group, seeks the Village’s review and approval of the following two unincorporated subdivisions within 1.5 miles of Lincolnshire corporate limits:

1. A two-lot Achi Subdivision and related water service connection - 23344 N. Indian Creek Road, and
2. A two-lot Elm Estates Subdivision - 23477 N. Elm Road

- The 2-acre 23344 N. Indian Creek Road property, owned by Mr. Venkata Gopal Achi and Ms. Sridevi Achi, is located along the west side of North Indian Creek Road, between Olde Half Day Road to the south and Port Clinton Road to the north, as shown in Figure 1 and in the attached location map (see attached Document 1). The Village’s municipal boundary runs along the west side of the



property, which is the Adlai E. Stevenson High School campus.

- The 5-acre 23477 N. Elm Road property, owned by Icon Building Group, is located along the east side of Elm Road, north of Half Day Road, as shown in Figure 2 and in the attached location map (see attached Document 2). The Village’s municipal boundary borders the area on the north and east (a single-family residential subdivision).
- The Indian Creek property is zoned R-1 and the Elm Road property is zoned E in Lake County. According to the County’s Unified Development Ordinance, “the R-1 and E Districts are intended to accommodate low-density, large-lot residential development and to ensure the protection of areas that develop in such a manner.” The minimum lot size is 40,000 square feet in R-1 zoning district and 80,000 square feet in the E zoning district.
- These properties are within the jurisdiction of Lake County. However, Section 7-1-3 of Title 7, Subdivision Code, gives the Village the authority to review subdivision proposals within 1.5 miles of Village boundaries regarding all subdivision requirements in Title 7. All municipalities in Illinois have the same authority per State law. Therefore, the County requested the Village’s review of these requests. If the Village Board approves the subdivision requests, the Village will certify the final plats of subdivision before they are recorded by the County. The Village’s zoning requirements, such as lot size and frontage width, do not apply to unincorporated subdivision proposals within 1.5-miles of Village corporate limits.
- The Village has reviewed a number of unincorporated property subdivisions in the past. The most recent unincorporated subdivision request was reviewed and approved by the Village Board in 2014 for a 2-lot Oak Acres Subdivision off Oak Lane, west of Elm Road.
- The Village has also reviewed and granted water and sewer connections to unincorporated areas in 2018 on Elm Road and Port Clinton Road. The most recent request approved was for sanitary sewer connection at 23477 Elm Road (discussed below).



### **Proposal Summary & Staff Comments:**

#### Achi Subdivision & Water Connection Request - Indian Creek Road

- The proposal calls for a two-lot subdivision, Lot 1 and Lot 2 (see attached Document 3). The existing Indian Creek property is currently improved with a single-family home, which will remain on Lot 1. A new house will be built on Lot 2. Lot 1 is proposed to measure 40,521 square feet with a frontage of 180’ along Indian Creek Road. Lot 2 is proposed to measure 45,999 square feet and connect to Indian Creek Road via a driveway with a 20’ frontage.
- The Village Board approved a water and sanitary sewer connection to Lot 1 in 2010. At that time, the property owner signed a pre-annexation agreement allowing the Village to annex it

at the Village's sole discretion at any time and made the water connection as approved by the Village Board. The property recently sold and the new owner submitted a plat of subdivision and water connection application to be able to construct a water connection for Lot 2.

- With respect to Lot 2, the Village Engineer reviewed the proposed subdivision design and utility connection plans for compliance with the Village's Subdivision Code and determined all subdivision and utility connection requirements have been met.
- The property owner submitted a signed Agreement to Provide Water Supply and a water connection plan as well as the \$150.00 filing fee (see attached Documents 4 and 5). Since the ownership of the property has changed, staff has requested the new owners submit a Petition to Annex along with their request for water service for Lot 2. They filed an Unconditional Petition to Annex as required by Section 8-2-3-1A-2 of the Village Code. A copy of the petition is attached (see attached Document 6). The Village Code states: "[t]he Village shall not be required to permit such annexation and may include conditions of annexation in any Annexation Agreement."
- The Public Works Department has no objections to approving this request for water connection.

#### Elm Estates Subdivision - Elm Road

- The proposal calls for a subdivision of an existing vacant property into two lots, Lot 1 and Lot 2 (see attached Document 7). Lot 1 is proposed to measure 96,751 square feet with a frontage of 248' along Elm Road. Lot 2 is proposed to have no Elm Road frontage and is to connect to Elm Road via a 27' wide access easement. The property previously contained a house and garages which have since been removed. Two new homes are proposed.
- The Village Board approved a sanitary sewer connection extension agreement for one new home at its July 9, 2018 meeting (with an approval for a second sanitary service if the lot was subdivided). At that time, the property owner signed a pre-annexation agreement allowing the Village to annex it at the Village's sole discretion at any time. Water service is currently not provided as this would require the extension of the Village's watermain from where it currently ends at 23436 Elm Road (south of this subject property). Were the property to be annexed by the Village, the Village would require the property owner to connect to Village water and pay for that service per Section 8-2-3 of the Village code.
- The Village Engineer reviewed the proposed subdivision design for compliance with the Village's Subdivision Code and determined all subdivision requirements have been met.

#### Development Donations & Application Fees

- The Subdivision Code allows the Village to assess park, school, and library fees for unincorporated subdivisions within 1.5-miles of Village boundaries in the same way donation fees for Village lots are assessed using code-prescribed formulas. Donations would be assessed for a net lot increase only. The park fee would be retained by the Village and used for park improvements, while school and library fees would be forwarded to Districts 103 and 125 as well as the Vernon Area Public Library. Based on the current formulas, each new lot would generate the following donations:

Donation Type	4-Bedroom House	5-Bedroom House
Park	\$12,589.50	\$12,589.50
School District 103	\$10,017.10	\$7,194.00

School District 125	\$3,302.70	\$2,310.80
Vernon Area Public Library	\$500.00	\$600.00

- Staff does not have records of the Village charging donations for unincorporated subdivisions previously. It is possible subdividers entered into separate donation agreements with the library and school districts, which is permitted by code. The Village Attorney confirmed the Subdivision Code already authorizes the Village to assess donations. The Village Attorney also indicated the petitioner of unincorporated subdivisions has the ability to enter into donation agreements with the library and school districts directly, rather than paying these donations through the Village (the Village would still collect and maintain park donations).
- Staff has surveyed five adjacent communities: Buffalo Grove, Vernon Hills, Deerfield, Highland Park, Lake Forest, and Lake Bluff regarding whether they charge donations for unincorporated subdivisions within 1.5 miles of their corporate boundaries (Lake Forest has not provided a response as of the writing of this memo). Staff learned from the survey the only community that charges development donations and application fees is Lake Bluff. Lake Bluff applies its code-prescribed formulas for donations and also charges application fees for unincorporated subdivision requests.
- Staff proposes the Village require development donations to unincorporated properties within 1.5 miles of Lincolnshire consistently as such applications are brought forward for consideration.
- In terms of application fees for unincorporated subdivisions, the current Comprehensive Fee schedule permits the Village to charge only one subdivision fee in the amount of \$1,000. An incorporated subdivision requires Zoning Board review/recommendation and Village Board review/approval. An unincorporated subdivision only requires review and approval by the Village Board. Given unincorporated properties require less review by the Village Board and staff, staff recommends revising the Comprehensive Fee Schedule to adopt a reduced application fee of \$500 for unincorporated properties.

Potential Annexation & Impact to Village Services - Indian Creek and Elm Road Areas

- The Elm Road and Indian Creek properties are part of larger unincorporated areas that represent annexation opportunities. The two areas consist of single-family residential homes on lots ranging from 1-5 acres. At the terminus of Elm Road is Tamarak Day Camp. The Lincolnshire Club, within the Village limits, is located at the entrance to the Elm Road area off Half Day Road.
- In 1994, by Ordinance No.94-1333-17, the Village annexed three properties (23423, 23444 and 23461 Indian Creek Road), measuring a total of 8 acres, at the north terminus of Indian Creek Road, intersecting with Port Clinton Road, to strategically establish the municipal limits bounding this area.
- Many of the properties within this area contain code non-conformities (e.g., lot width, setbacks, detached garages, multiple detached structures). If annexed, these non-conformities would be allowed to remain subject to restrictions of Chapter 13, Non-Conforming Uses, Structures and Lots. New subdivisions and construction activity would be subject to Village codes. Village staff would monitor and enforce property maintenance violations, such as tall grass and recreational vehicles, to ensure all properties are maintained to minimum Village standards.

- The annexation of these areas would allow the Village to regulate future redevelopment of the parcels through building permit issuance to avoid further incongruent land subdivisions and require subdivisions consistent with Village regulations and development objectives. The Village Future Land Use Map (see attached Document 8) shows development of the Indian Creek and Elm Road areas consistent with the “Traditional Lot Residential” and “Estate Residential” land use classifications, respectively.
- Snow removal for the Elm Road and Indian Creek Road is performed by Vernon Township, per an intergovernmental agreement with Vernon Township. For those portions of the roads within Lincolnshire, the Village is responsible for road maintenance, including repairs and upgrades to stormwater drainage. Upon annexation, road maintenance would shift to the Village. The areas have seen new home construction in the past 10 years. Presently, 18 properties on Indian Creek Road and 12 Elm Road properties are connected to the Village’s sewer and water (see attached Document 9). They have all consented to annexation at Lincolnshire’s sole discretion at any time in the future, as a condition of the Village extending utilities to those properties.
- Police response to both the Elm Road and Indian Creek areas is provided by Lake County Sheriff’s Department. Annexation of these areas into Lincolnshire would shift police services to the Village. Fire Protection services to the entire area are provided by Lincolnshire-Riverwoods Fire Protection District and would remain upon annexation.
- Not all areas within Elm Road and Indian Creek Road maintain contiguity to Lincolnshire. If the Board is interested in considering annexations, staff will consult with the Village Attorney on annexation eligibility. If the Village Board is interested in incremental annexations of those properties with utility connections and pre-annexation agreements, the Village could annex them at any time.

**Approval Process:**

Unincorporated lot subdivisions and utility connection requests are reviewed by the Village Board only. Advisory boards are not involved.

**Recommendation:**

Consideration of the proposed subdivision and water connection requests and placement on the September 24, 2018 Regular Village Board consent agenda and direction to staff regarding development donations and subdivision application fees for unincorporated subdivisions within 1.5 miles of Lincolnshire. Staff does not recommend annexation of the Indian Creek and Elm Road properties at this time, which is consistent with the Village’s past practices.

**Reports and Documents Attached:**

- Document 1: Location map for 23344 N. Indian Creek Road.
- Document 2: Location map for 23477 N. Elm Road.
- Document 3: Plat of Subdivision for 23344 N. Indian Creek Road.
- Document 4: Plat of Subdivision for 23477 N. Elm Road.
- Document 5: Water Connection Agreement.
- Document 6: Water connection plan.
- Document 7: Petition for Annexation, 23477 N. Elm Road.
- Document 8: Future Land Use Map and land use classifications.
- Document 9: Out-of-Village Utility Connection Maps.

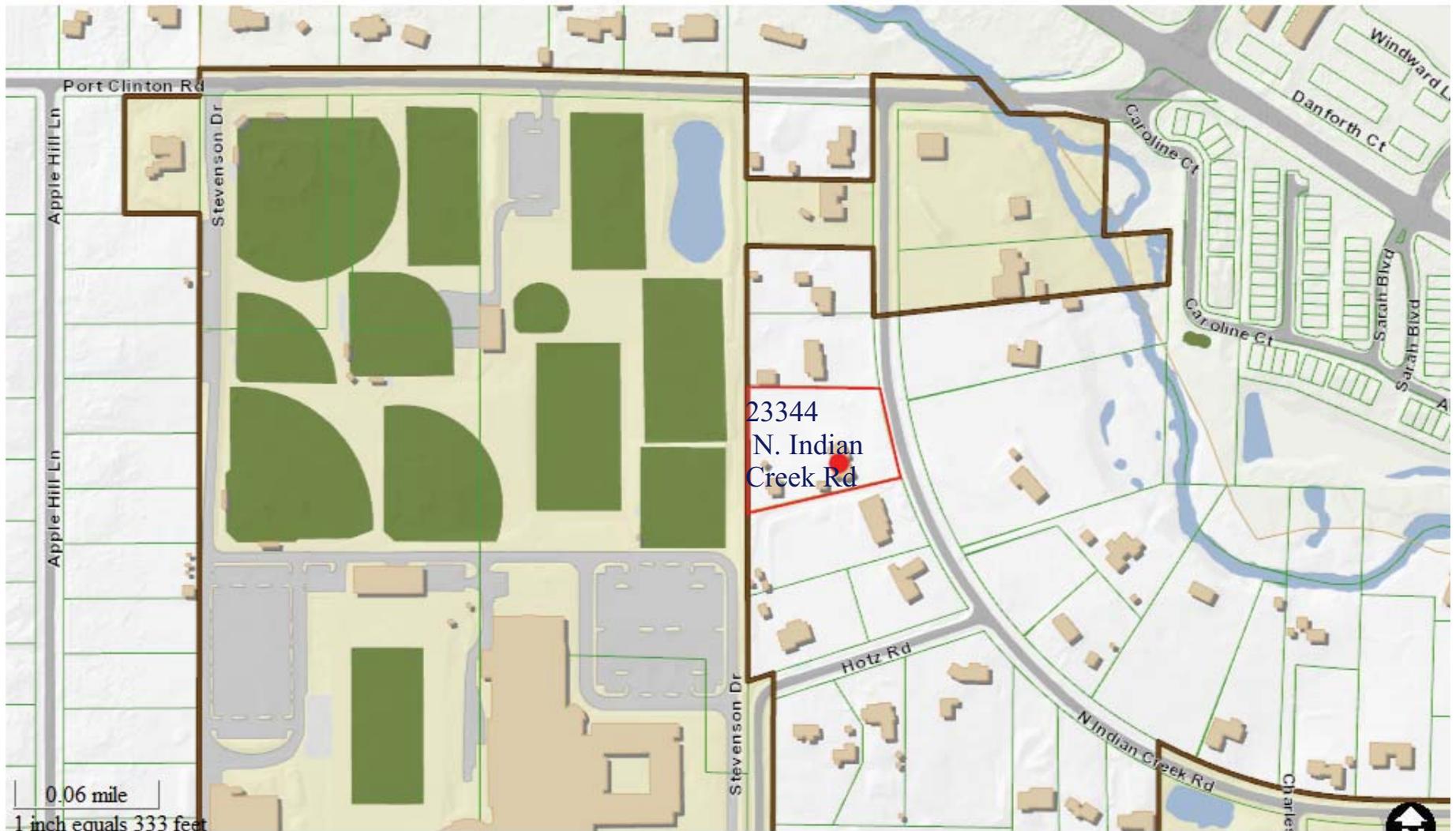


**Agenda Item**  
**3.11; 3.12; 3.13**  
**COW**

<b>Meeting History</b>	
Committee of the Whole Preliminary Evaluation (current)	September 10, 2018



23344 N. Indian Creek Road Location Map



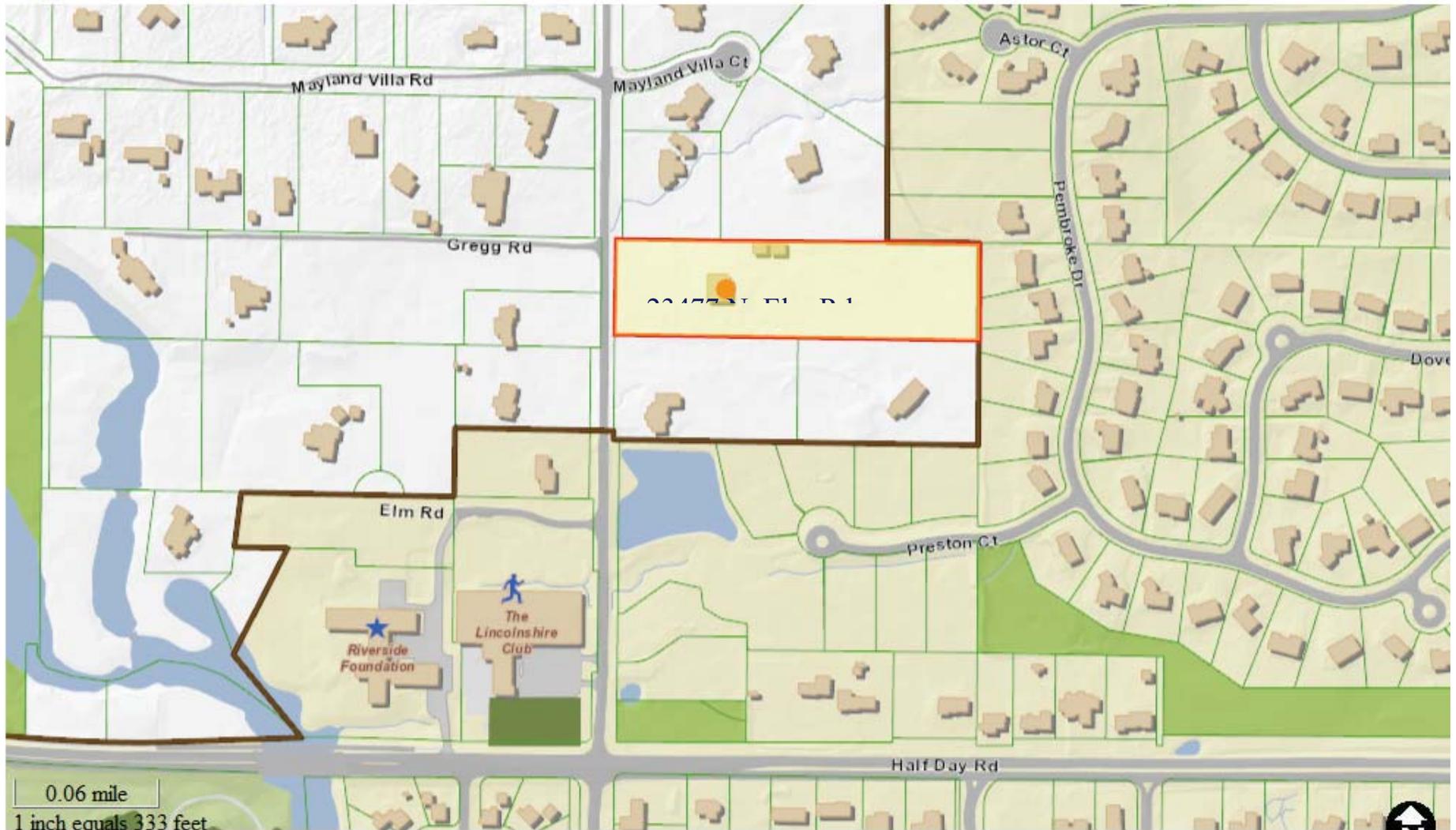
Map created on August 28, 2018.  
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23477 N. Elm Road Location Map

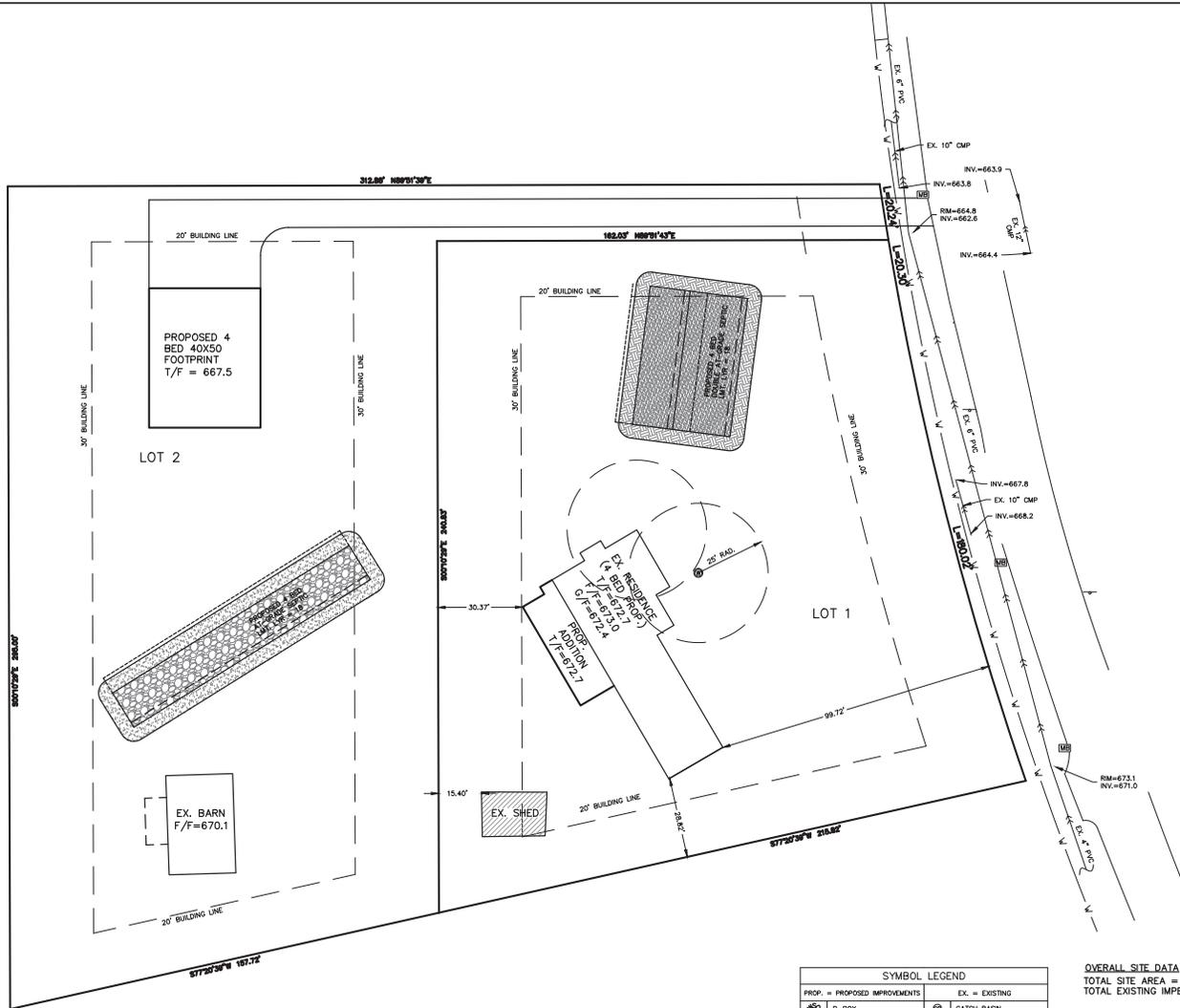


Map created on August 28, 2018.

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**LINE LEGEND**

	EX. HOOD FENCE
	EX. BURIED GAS LINE
	EX. OVERHEAD WIRES
	EX. WATER MAIN
	EX. STORM SEWER
	PROPOSED WATER
	PROPOSED SILT FENCE
	PROPOSED BURIED UTILITIES
	PROTECTIVE FENCE

**SYMBOL LEGEND**

	PROP. = PROPOSED IMPROVEMENTS		EX. = EXISTING
	B-BOX		CATCH BASIN
	SANITARY CLEAN-OUT		WATER VALVE
	AIR CONDITIONER		HYDRANT
	ELECTRIC METER		B-BOX
	GAS METER		SEPTIC TANK LID
	THROTTLING VALVE		WELL
			AIR CONDITIONER
			ELECTRIC METER
			GAS METER
			UTILITY BOX
			TRANSFORMER
			LIGHT POLE
			UTILITY POLE
			SIGN
			MAILBOX
			DISTRIBUTION BOX
			MONUMENTATION

**OVERALL SITE DATA**  
 TOTAL SITE AREA = 1.99 ACRES  
 TOTAL EXISTING IMPERVIOUS = 0.12 ACRES

**LOT 1 DATA**  
 TOTAL LOT AREA = 40521 SQFT  
 TOTAL EXISTING IMPERVIOUS = 0.12 ACRES

**LOT 2 DATA**  
 TOTAL SITE AREA = 45999 SQFT  
 AREA W/O PAN HANDLE = 42888 SQFT  
 TOTAL EXISTING IMPERVIOUS = 0.0 ACRES  
 TOTAL PROPOSED IMPERVIOUS = 0.15 ACRES (ASSUMED)  
 TOTAL POST CONSTRUCTION IMPERVIOUS = 0.15 ACRES

**SPECIAL NOTE:**  
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SCALE:  
 1" = 20'



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ILLINOIS PROFESSIONAL DESIGN FIRM  
 No. 154-007260

**SEPTIC AND SITE EXHIBIT:**

23844 INDIAN CREEK RD, LINCOLNSHIRE (UNINCOR. LAKE CO.)	REVISIONS:
PART OF LOT 28 COUNTY CLERK'S PLAT	
CLIENT: YENMATA, ACHI	

DRAWN BY: SSP  
 CHECK'D BY: MJM

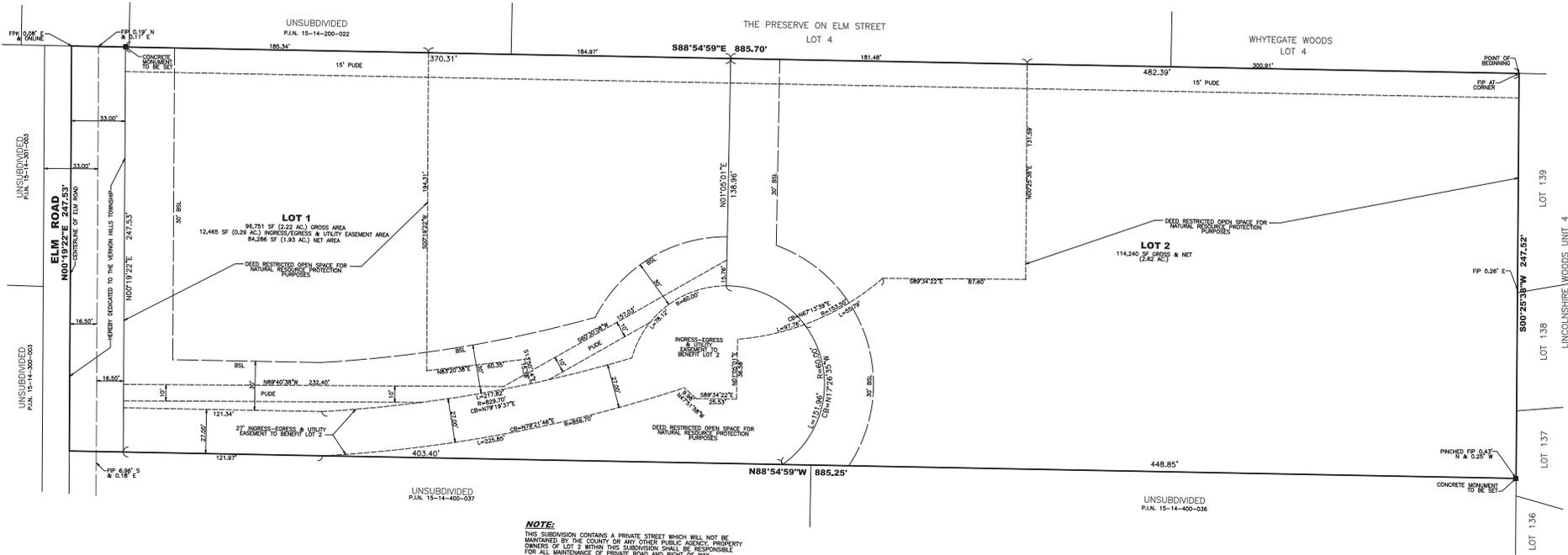
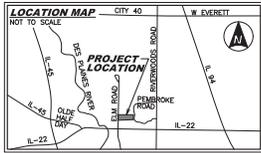
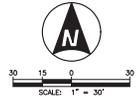
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**PAGE 1 OF 1**  
 DRAWING NUMBER:  
 18-154L

# ELM ESTATES SUBDIVISION

A CONVENTIONAL SINGLE-FAMILY RESIDENTIAL DETACHED HOUSE SUBDIVISION

BEING A PORTION OF THE NORTH QUARTER OF THE WEST 2/3 OF THE NORTH 1/4 CHAINS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS.



**NOTE:**  
THIS SUBDIVISION CONTAINS A PRIVATE STREET WHICH WILL NOT BE MAINTAINED BY THE COUNTY OR ANY OTHER PUBLIC AGENCY. PROPERTY OWNERS OF LOT 2 WITHIN THIS SUBDIVISION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF PRIVATE ROAD AND RIGHT OF WAY.

- LEGEND:**
- BOUNDARY LINE
  - PROPOSED LOT LINE
  - BUILDING SETBACK LINE (BSL)
  - EASEMENT LINE
  - EXISTING RIGHT-OF-WAY LINE
  - EXISTING LOT LINE
  - UNDERLYING LOT LINE
  - SECTION LINE
  - WETLANDS
  - FPK FOUND IRON SPIKE
  - FR FOUND IRON ROD
  - FRP FOUND IRON PIPE
  - PUDE PUBLIC UTILITY & DRAINAGE EASEMENT
  - L= ARC LENGTH
  - R= RADIUS
  - CB CHORD BEARING
  - (M) MEASURED RECORD

- NOTES:**
1. THIS PLAT IS BASED IN PART ON INFORMATION CONTAINED IN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 14-9008 WITH AN EFFECTIVE DATE OF APRIL 22, 2015, AND HAS BEEN USED FOR THE BASIS OF THE LEGAL DESCRIPTION AND APPLICABLE EXCEPTIONS TO TITLE.
  2. BEARINGS BASED ON NAD83 (2011) ILLINOIS STATE PLANE, EAST ZONE.
  3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
  4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
  5. UPON COMPLETION OF CONSTRUCTION, 5/8" REBAR SHALL BE PLACED AT ALL CORNERS OF THE EXTERIOR BOUNDARY, LOT CORNERS AND CRITICAL POINTS ALONG THE RIGHTS-OF-WAY, UNLESS NOTED OTHERWISE.
  6. ALL EASEMENTS SHOWN HEREON ARE HEREBY GRANTED UNLESS SHOWN OTHERWISE.
  7. ALL AREAS ARE MORE OR LESS.
  8. REAR BUILDING SETBACK IS 30 FEET AND SIDE YARD BUILDING SETBACKS ARE A MINIMUM OF 10 FEET WITH 40 FEET TOTAL.
  9. CURVES ARE TANGENT TO PRECEDING LINE UNLESS INDICATED BY CHORD BEARING.

8/6/2018 7:55:14 AM N:\348\Survey\348\Draw\348-0146-PP-1.dwg

**Mackie Consultants, LLC**  
 9575 W. Higgins Road, Suite 500  
 Rosemont, IL 60018  
 (847)696-1400  
 www.mackieconsult.com

CLIENT:  
**ICON BUILDING GROUP**  
 2413 WEST ALGONQUIN ROAD  
 SUITE 247  
 ALGONQUIN, ILLINOIS 60102

DATE	REVISION	BY	SCALE
08-08-18	REVIEW COMMENTS/ADDED PUDE	RPO	DATE 7-2-18
08-02-18	REVIEW COMMENTS/RECONFIGURED LOTS	RPO	SCALE 1"=30'

**FINAL PLAT OF  
 ELM ESTATES SUBDIVISION  
 LINCOLNSHIRE, ILLINOIS**

SHEET  
**1 OF 2**  
 PROJECT NUMBER: 3146  
 © MACKIE CONSULTANTS, LLC 2018  
 ILLINOIS FIRM LICENSE #4-00294



**AGREEMENT TO PROVIDE**

**WATER SUPPLY AND/OR SANITARY SEWER SERVICE**

THIS AGREEMENT (sometimes hereinafter referred to as “the AGREEMENT”) dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, and approved by the Village Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between: The Village of Lincolnshire, a municipal corporation of the County of Lake, State of Illinois (sometimes hereinafter referred to as “the VILLAGE” and \_\_\_\_\_, (sometimes hereinafter referred to as “the OWNER”):

WITNESSETH:

WHEREAS, the VILLAGE currently operates and maintains a water main (sometimes hereinafter referred to as “the MAIN”) located in the right-of-way or easement of (road) INDIAN CREEK RD and

WHEREAS, the VILLAGE currently operates and maintains a sanitary sewer line (sometimes hereinafter referred to as “the LINE” located in the right-of-way or easement of INDIAN CREEK RD (road) and

WHEREAS, OWNER is the legal title holder of certain real estate legally described on EXHIBIT ‘A’ attached hereto and made a part hereof as if fully set forth herein, (sometimes hereinafter referred to as “the REAL ESTATE”) which real estate is located at (address) 23344 N. Indian Creek Rd, Lincolnshire IL 60069, is adjacent to the LINE and MAIN, is not contiguous to

the Village, and is not within the corporate limits of any other City or Village; and

WHEREAS, the REAL ESTATE is presently a vacant land; and

WHEREAS, the (watermain and/or sanitary sewer) to be constructed on the Real Estate is to be constructed according to certain plans and specifications entitled \_\_\_\_\_ and dated \_\_\_\_\_, which plans and specifications are attached as EXHIBIT B, and which plans and specifications have been inspected and approved by the Village; and

WHEREAS, the OWNER desires that the VILLAGE provide (water supply and/or sanitary sewer) to the REAL ESTATE to such capacity and in such amounts as will adequately service the existing needs thereof for a Single family House

WHEREAS, the VILLAGE and OWNER determine it to be to their mutual advantage and to the public interest that the REAL ESTATE be annexed to the VILLAGE; if in the sole discretion of the VILLAGE, the VILLAGE elects to do so; and

WHEREAS, the VILLAGE, prior to providing (water supply and/or sanitary sewer service) to the REAL ESTATE, desires to enter contractual agreements with the OWNER as to the terms and conditions under which such service and supply will be commenced and maintained;

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, agreements and conditions herein contained, and other good and valid consideration the parties hereto agree as follows;

1. Upon payment by the OWNER to the VILLAGE of the tap-in or connection charges in existence at the time of the actual connection under the applicable provisions of the ordinances of the VILLAGE, the VILLAGE will allow such tap-ins or connections to the LINE and MAIN as are necessary to provide (water service and/or sanitary sewer )to the REAL ESTATE in

accordance with the attached EXHIBIT B.

2. Subsequent to such tap-ins or connections, the VILLAGE, subject to all rules, regulations and ordinances of the VILLAGE, will provide (water supply and/or sanitary sewer service) to the REAL ESTATE to such capacity and in such amounts as will adequately service the REAL ESTATE under its aforesaid intended usage, provided however;

(A) That the improvements to be constructed pursuant to the aforesaid plans and specifications are in no way to be changed, altered, varied or modified from the provisions of said plans and specifications without the express written approval from the Mayor and Board of Trustees.

(B) OWNER will pay all rates, fees and charges for such service and supply in effect for similar service and supply at the time of such tap-ins or connections or which may thereafter from time to time imposed therefore by the VILLAGE in accordance with normal Village procedures.

(C) OWNER acknowledges and agrees that: (i) the VILLAGE shall be constructing a new principal water main to provide water to the entire Village and that the Real Estate shall be benefited by such water main in the same proportion as if the Real Estate were within the Village; (ii) the VILLAGE may assess recapture fees or surcharges on the rates, fees and charges for water service as is required and to the extent necessary to offset the cost to construct the new principal water main; (iii) payment of such recapture fees or surcharges shall be a condition of continued service; (iv) the recapture fees or surcharges levied against the Real Estate, so long as it remains outside the boundaries of the Village, may be different from the recapture fees or surcharges levied on property within the Village, provided that such difference has a rational relationship to the sources of funding for the new water main; and (v) the OWNER, for him or herself and all persons claiming by or through the OWNER, forever waives

and releases the VILLAGE from any challenge, objection or appeal of the “out-of Village” recapture fees or surcharges assessed by the VILLAGE.

(D) Immediately upon receipt of a written request from the VILLAGE, signed by the Village Mayor, the OWNER will execute and file with the VILLAGE, a petition requesting annexation to the VILLAGE of the REAL ESTATE or any part thereof as may be so requested by the VILLAGE.

OWNER will execute such petition as the legal title holder of the REAL ESTATE and as elector residing thereon, if such is the case.

In the event there are other electors residing upon the REAL ESTATE who are not parties to this agreement, the OWNER will obtain the signatures of such electors upon the petition, if requested to do so by the VILLAGE.

In the event, at the time such request is made by the VILLAGE, it is necessary to obtain the signatures of persons other than the OWNER of the REAL ESTATE and the electors residing thereon upon such petition, the OWNER will obtain such signatures if requested to do so by the VILLAGE.

Such petition for annexation will be provided by the VILLAGE and will be in the form required under the applicable laws of the State of Illinois.

Subject to the applicable laws of the State of Illinois, the VILLAGE will at its option annex the REAL ESTATE within a reasonable time after the filing of the petition for annexation.

The OWNER will not annex the REAL ESTATE to any other municipality without the approval in writing of the VILLAGE. Should such REAL ESTATE be annexed into another municipality, the VILLAGE may, at its sole discretion, cause the (water supply and /or sanitary sewer service) to be disconnected.

(E) OWNER shall reimburse VILLAGE for, or directly and promptly pay, all expenses and costs incurred by the VILLAGE in the preparation of this Agreement and in preparation of, or adoption, recording and filing of any ordinances, petitions or notices required hereunder including but not limited to: (1) Attorneys fees and expenses, (2) Surveyors fees and expenses, (3) Recording fees, (4) Publication costs, (5) Engineering fees and expenses and (6) Planning fees and expenses.

3. The use of the REAL ESTATE shall not change without the expressed written approval of the VILLAGE as long as (water service and/or sanitary sewer service) is hence provided by the VILLAGE. If the use changes without this expressed written consent, the VILLAGE may, at its sole discretion, cause the (water service and/or sanitary sewer service) to be disconnected.

4. This AGREEMENT and each and all of the covenants, obligations and conditions hereof, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the OWNER and the successors in the office of the officers of the VILLAGE, and any successor municipal corporation of the VILLAGE.

5. All notices given under this AGREEMENT shall be given in writing by depositing the same in the United States Mail, registered or certified, postage prepaid, enclosed in an envelope addressed to the party to be notified, as follows:

If to OWNER, to: VENKATA GOPAL ACHI  
(name)  
23344 N. Indian Creek Rd  
(address)  
LINCOLNSHIRE IL 60069

If to VILLAGE, to: Village Manager, Village Hall  
One Olde Half Day Road  
Lincolnshire, IL 60069

or to any other address that any of the respective parties may, in writing, indicate for such party.

6. Failure of any party to the AGREEMENT to insist upon the strict and prompt performance to the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

7. This AGREEMENT sets forth all promises, inducements, agreements, condition or understandings either oral or written, expressed or implied between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to the AGREEMENT shall be binding upon the parties hereto unless reduced in writing and signed by them.

8. The submission of the AGREEMENT for examination does not constitute an offer to enter into the AGREEMENT and this AGREEMENT becomes effective only upon execution thereof by the parties hereto.

9. This AGREEMENT, upon signing by all parties hereto, shall be recorded by the VILLAGE in the office of the Recorder of Deeds in Lake County, Illinois.

10. Annexation and Terms of Village Code Sections 8-2-3-1 and 8-2A-1

10.1 This Agreement shall not be valid unless the Owner has done the following:

- (1) If the Property is contiguous to the Village, filed with the Village a fully executed and unconditional Petition to Annex the property to the Village, as approved by the Village Attorney.

- (2) If the Property is not contiguous to the Village, executed an Annexation Agreement, approved by the Village, which shall contain, among other matters, an agreement to file an unconditional Petition to Annex the property to the Village as soon as the property becomes contiguous to the Village.

10.2 Village Code Sections 8-2-3-1 and 8-2A-1 are made a part of this Agreement as though fully set forth in this Agreement.

11. Application for Connect.

The Owner's Application for Connection is attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

VILLAGE OF LINCOLNSHIRE

LAKE COUNTY, ILLINOIS

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

Mayor

ATTEST:

\_\_\_\_\_

Clerk

OWNER(S)

\_\_\_\_\_

STATE OF ILLINOIS )

) SS.

COUNTY OF LAKE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Venkata Gopal, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Owner, he signed and delivered the said instrument as Owner of said 23344 N. Indian Creek Rd.

Given under my hand and seal this 24 day of August, 2018.

Rebekah Fontane

Notary Public



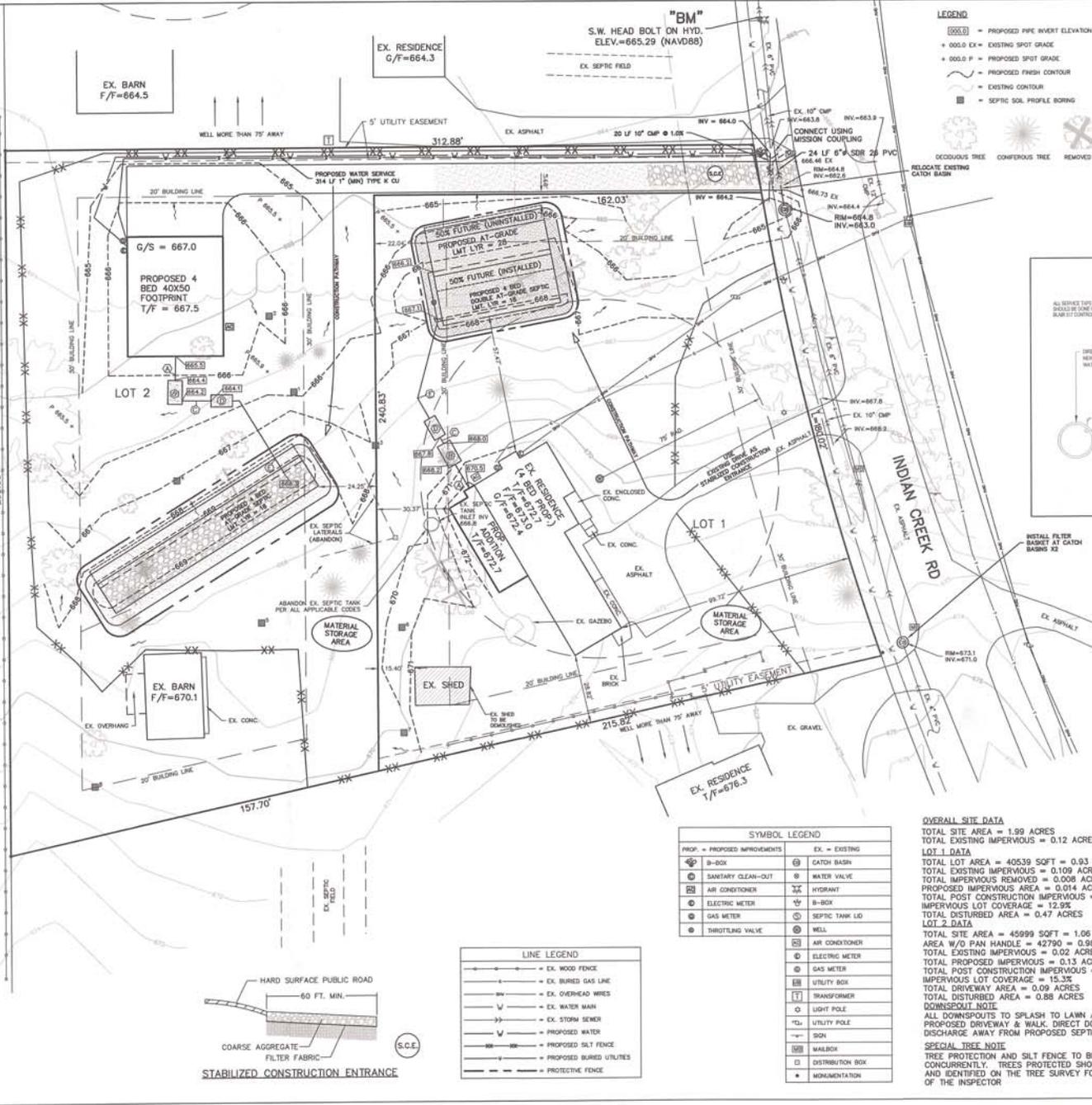
STATE OF ILLINOIS)

) SS.

COUNTY OF LAKE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that ELIZABETH BRANDT and BARBARA MASTANDREA, personally known to me to be respectfully the Mayor and Clerk of the Village of Lincolnshire, Lake County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared to me this day in person and severally acknowledged that as such Mayor and Clerk they signed and delivered the said instrument as Mayor and Clerk of said Village, and caused the corporate seal of said Village to be affixed thereto, pursuant to authority given by the Board of Trustees of said Village as their free and voluntary act, and as the free and voluntary act and deed of said Village for the uses and purposes therein set forth.

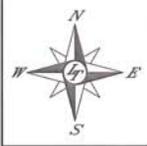
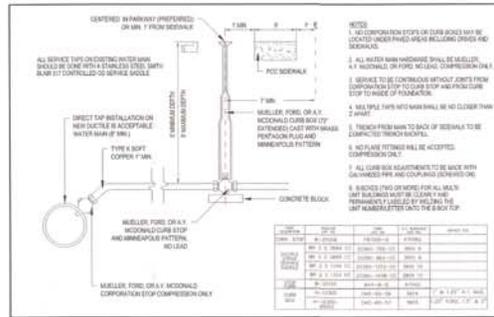
Given under my hand and seal this \_\_\_ day of \_\_\_\_\_, 20\_\_



- LEGEND**
- 000.0 = PROPOSED PIPE INVERT ELEVATION
  - 000.0 EX = EXISTING SPOT GRADE
  - 000.0 P = PROPOSED SPOT GRADE
  - — — = PROPOSED FINISH CONTOUR
  - — — = EXISTING CONTOUR
  - = SEPTIC SOL. PROFILE BORING

**ABANDONMENT OF EXISTING SEPTIC TANK**  
 EXISTING SEPTIC TANK SHALL BE COMPLETELY PUMPED, THE FLOOR AND WALLS SHALL BE CRACKED OR CRUMBLIED, SO THAT THE SEPTIC TANK WILL NOT HOLD WATER. SEPTIC TANK SHALL BE FILLED W/SAND OR SOIL.

**AERATION UNIT NOTE**  
 THE INSTALLER AND/OR HIS SUPPLIER SHALL BE TOTALLY RESPONSIBLE FOR THE AERATION UNIT OPERATION, AND EFFLUENT QUALITY. A SERVICE CONTRACT FOR THE CONTINUING EFFECTIVE OPERATION OF THE UNIT SHALL BE CONSUMMATED BETWEEN THE VENDOR AND THE OWNER.



**LAMBERT & ASSOCIATES**  
 955 W. LIBERTY DR  
 WHEATON, IL 60187  
 P: (630)653-6331  
 F: (630)653-6396  
 E: INFO@LAMBERTSURVEY.COM

CIVIL ENGINEERING AND LAND SURVEYING SERVICES

**LAND TECHNOLOGY**  
 3922 W. MAIN STREET  
 McHENRY, IL 60050  
 P: (815)363-9200  
 F: (815)363-9223  
 E: LANDTECH@LT-PE.COM

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-007260

**SEPTIC AND SITE GRADING:**

23844 INDIAN CREEK RD. LANGOLDSBURG (UNIONDALE LAKE CO.)  
 PART OF PLAN: 15-15-301-005  
 CLIENT: VENEKA ACHI

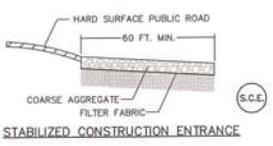
NO.	REVISION	DATE
1	ISSUED FOR PERMITS	8-15-18
2	REVISED PER COUNTY	8-25-18

**SYMBOL LEGEND**

PROF. = PROPOSED IMPROVEMENTS	EX. = EXISTING
⊕	⊕
⊖	⊖
⊗	⊗
⊙	⊙
⊚	⊚
⊛	⊛
⊜	⊜
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⊼	⊼
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⊿	⊿

**LINE LEGEND**

—	EX. WOOD FENCE
—	EX. BURIED GAS LINE
—	EX. OVERHEAD WIRES
—	EX. WATER MAIN
—	EX. STORM SEWER
—	PROPOSED WATER
—	PROPOSED SALT FENCE
—	PROPOSED BURIED UTILITIES
—	PROTECTIVE FENCE



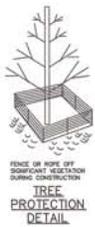
**OVERALL SITE DATA**  
 TOTAL SITE AREA = 1.99 ACRES  
 TOTAL EXISTING IMPERVIOUS = 0.12 ACRES  
**LOT 1 DATA**  
 TOTAL LOT AREA = 40539 SQFT = 0.93 ACRES  
 TOTAL EXISTING IMPERVIOUS = 0.109 ACRES  
 TOTAL IMPERVIOUS REMOVED = 0.008 ACRES  
 PROPOSED IMPERVIOUS AREA = 0.014 ACRES  
 TOTAL POST CONSTRUCTION IMPERVIOUS = 0.12 ACRES  
 IMPERVIOUS LOT COVERAGE = 12.9%  
 TOTAL DISTURBED AREA = 0.47 ACRES

**LOT 2 DATA**  
 TOTAL SITE AREA = 45999 SQFT = 1.06 ACRES  
 AREA W/O PAN HANDLE = 42790 = 0.98 ACRES  
 TOTAL EXISTING IMPERVIOUS = 0.02 ACRES  
 TOTAL PROPOSED IMPERVIOUS = 0.13 ACRES (ASSUMED)  
 TOTAL POST CONSTRUCTION IMPERVIOUS = 0.15 ACRES  
 IMPERVIOUS LOT COVERAGE = 15.3%  
 TOTAL DRIVEWAY AREA = 0.09 ACRES  
 TOTAL DISTURBED AREA = 0.88 ACRES

**DOWNSPOUT NOTE**  
 ALL DOWNSPOUTS TO SPLASH TO LAWN AWAY FROM PROPOSED DRIVEWAY & WALK. DIRECT DOWNSPOUT DISCHARGE AWAY FROM PROPOSED SEPTIC SYSTEM.

**SPECIAL TREE NOTE**  
 TREE PROTECTION AND SILT FENCE TO BE PROVIDED CONCURRENTLY. TREES PROTECTED SHOULD BE NOTED AND IDENTIFIED ON THE TREE SURVEY FOR THE BENEFIT OF THE INSPECTOR

**NOTE:**  
 APPLY TREE PROTECTION TO ALL TREES REMAINING INSIDE SILT FENCE PERIMETER



**SPECIAL NOTE:**  
 "THIS DESIGN IS NOT FOR CONSTRUCTION UNLESS APPROVAL STAMP FROM COUNTY, VILLAGE, OR CITY REGULATORY DEPARTMENT IS AFFIXED HERETO"

THIS DRAWING IS PROTECTED BY COPYRIGHT REGULATIONS. THE INFORMATION SHOWN MAY NOT BE WHOLE OR PARTLY BE REPRODUCED WITHOUT THE WRITTEN CONSENT OF: LAND TECHNOLOGY AND/OR LAMBERT & ASSOCIATES 3922 W. MAIN STREET WHEATON, ILLINOIS 60187 ALL RIGHTS RESERVED.



DRAWN BY: SSP  
 CHECKED BY: JJJ  
 1/2018/18154L/SITE 8-15-18.dwg  
 DATE: 8/25/18

**PETITION FOR ANNEXATION**

TO:

**The Mayor and Board of Trustees**

**Of the Village of Lincolnshire,**

**Lake County,**

**Illinois**

The PETITIONER (s), **VENKATA GOPAL, ACHI & SRIDEVI ACHI**, respectfully states under oath:

1. **PETITIONER** is the sole owner of record of all of the following legally described land (hereinafter sometimes referred to as the "SUBJECT PROPERTY") comprising **TWO** acre(s) legally described as follows:

**ACHI SUBDIVISION**

**PART OF LOT 28 (County Clerk Plot PER DOC #711879)**

BEING A RESUBDIVISION OF LOT 28 (EXCEPT THE NORTH 175 ft. as measured along the west line thereof of lot 28) In county clerk's Plat in part of section 22, township 43 north, Range 11 East of the third principal meridian, In Lake County, ILLINOIS.

And Commonly Known As:

**ACHI SUBDIVISION**

**23344 N Indian Creek Rd, Lincolnshire IL 60069**

2. The SUBJECT PROPERTY is not situated within the limits of any municipality, but is contiguous to the Village of Lincolnshire.
3. There are no electors residing on the SUBJECT PROPERTY.

OR

3. There are **TWO** electors residing on the SUBJECT PROPERTY and this petition is signed by at least 51% of said electors.

The PETITIONER respectfully requests that:

1. That the above described SUBJECT PROPERTY be annexed to the Village of Lincolnshire by ordinance by the Mayor and Board of Trustees of the Village of Lincolnshire, pursuant to Section 7-1-8 of Chapter 24 of the Illinois Municipal Code of the State of Illinois as amended.
2. That such other action be taken as is appropriate in the premises. Dated this 27 day of August, 2018.

**OWNER(S)**

*Venkata* Signature  
VENKATA GOPAL, ACHI (Print Name)

*Sridevi* Signature  
SRIDEVI, ACHI (Print Name)

Subscribed and sworn to me this 27 day of August, 2018.

BY VENKATA GOPAL, ACHI AND SRIDEVI ACHI.



# FUTURE LAND USE MAP

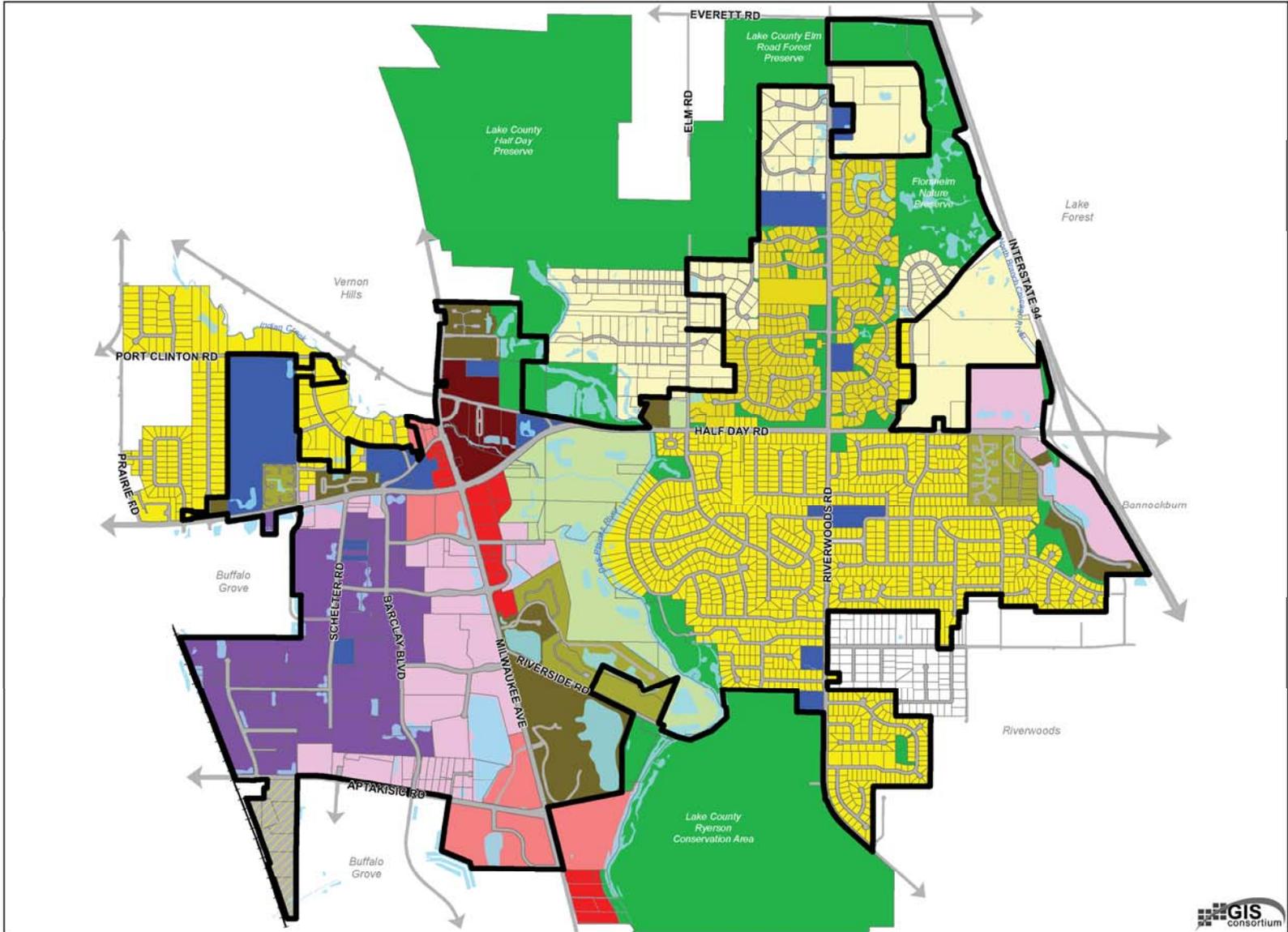
## UPDATE 2012 PLAN

### FUTURE LAND USE CLASSIFICATIONS

-  Estate Residential
-  Traditional Lot Residential
-  Environmentally Sensitive Residential
-  Cluster Residential
-  Attached Residential
-  Corridor Commercial
-  Planned Commercial Development
-  Mixed Use Village Core
-  Professional Office
-  Warehouse & Manufacturing
-  Industrial
-  Public & Institutional
-  Recreational Activity
-  Park/Open Space

### MAP LEGEND

-  Corporate Boundary
-  Parcel Boundary
-  Area proposed to be disconnected from Village limits per Lincolnshire-Buffalo Grove Boundary & Planning Agreement.

is as follows and should consistently be utilized to properly steer the planning interests of the community for consideration of development proposals made subsequent to its adoption and overall guidance in its future growth:

**UPDATE 2012**  
**Mission Statement**

The Mission of the *Update 2012 Plan* is to maintain and enhance the distinct character of the Village of Lincolnshire by balancing the built environment with the natural elements in a harmonious manner through the practice of sound planning efforts to ensure land use compatibility and to encourage development to sustain the social and economic welfare of the community.

**Future Land Use Classification Purpose Statements**

To guide the future land use and development of areas within and adjacent to the Village’s corporate boundary in an appropriate manner, the following Future Land Use Classification Purpose Statements have been established to identify and define the character sought at these locations. These future land use designations are consistent with those illustrated upon the Future Land Use Map (see Maps, Chapter 10), thus incorporating the map by reference as a visual representation of the Plan’s text.

**Estate Residential**

The purpose of this classification is to preserve the semi-rural character that is adjacent to or on the fringe of the Village’s municipal boundary while being attentive to the environmental sensitivities that are present in these areas. Areas located within this land use classification typically display a high level of environmental sensitivity due to the presence of woodlands, wetlands, water features, floodplains, floodways and/or other such resources of wildlife habitat. The prevalence of these highly sensitive environmental features requires significant design consideration to minimize developmental impact

upon such areas. As a result, development densities in these areas may range from 0.5 to 1.0 dwelling units per acre, depending upon overall site constraints and general site characteristics. However, the individual lots within this designation should not be less than 1.0 acre in size, inclusive of the land area of conservancy easements upon individual lots. Elements of conservation design should be employed in these areas to preserve natural features and opportunities to create greenways as open space. While the primary intent of this land use classification is the conservation of existing environmental features, such design is also encouraged in areas that do not contain expansive elements of natural sensitivity to ensure the creation of residential development in a unified manner.

**Traditional Lot Residential**

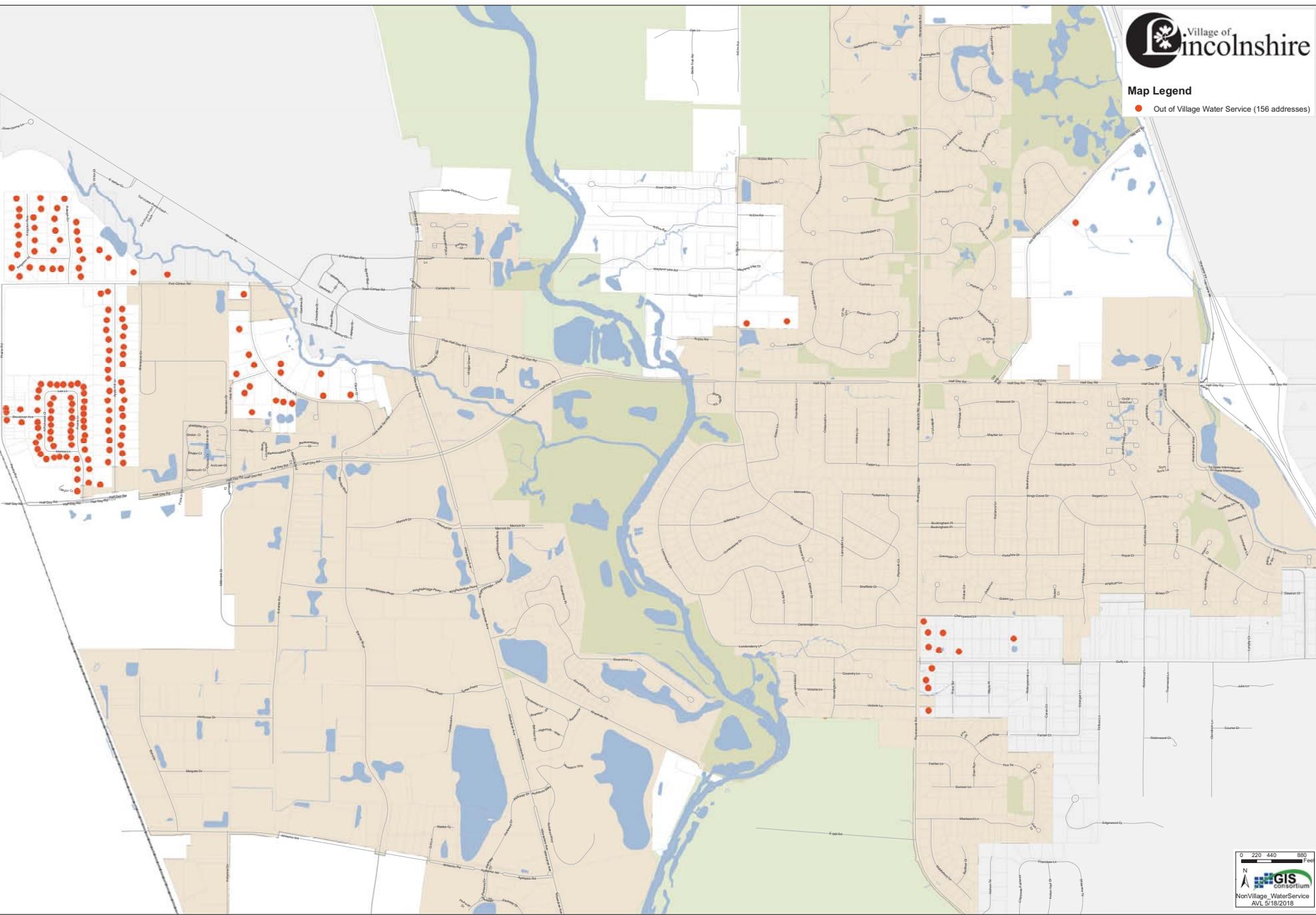
This land use classification is indicative of the traditional neighborhood character generally located south of Half Day Road and east of the Des Plaines River. As the historical foundation from which the Village has grown today, these areas offer a unique character as the most established neighborhoods within the community. Due to the established nature of this classification, densities of properties within this designation may range from 1.0-2.0 dwelling units per acre, with 2.0 dwelling units per acre being prevalent. As such, existing residential developments located within this land use classification must ensure the preservation of this distinctly established character. Likewise, undeveloped areas within this land use classification should seek to attain this same level of character upon their development. Although it is recognized that the level of environmental sensitivity of these areas does not require the creation of conservation outlots as a general policy, careful consideration should be given to the incorporation of such neighborhood preservation techniques that may be specifically tailored to maintain the conditions of each individual parcel or tract and ensure a unified character of adjacent land areas upon development. Tree preservation should continue as a primary goal throughout these established neighborhoods, as well as in those areas that have yet to be developed.

**Environmentally Sensitive Residential**

The purpose of this land use classification is to permit detached single-family residential development in

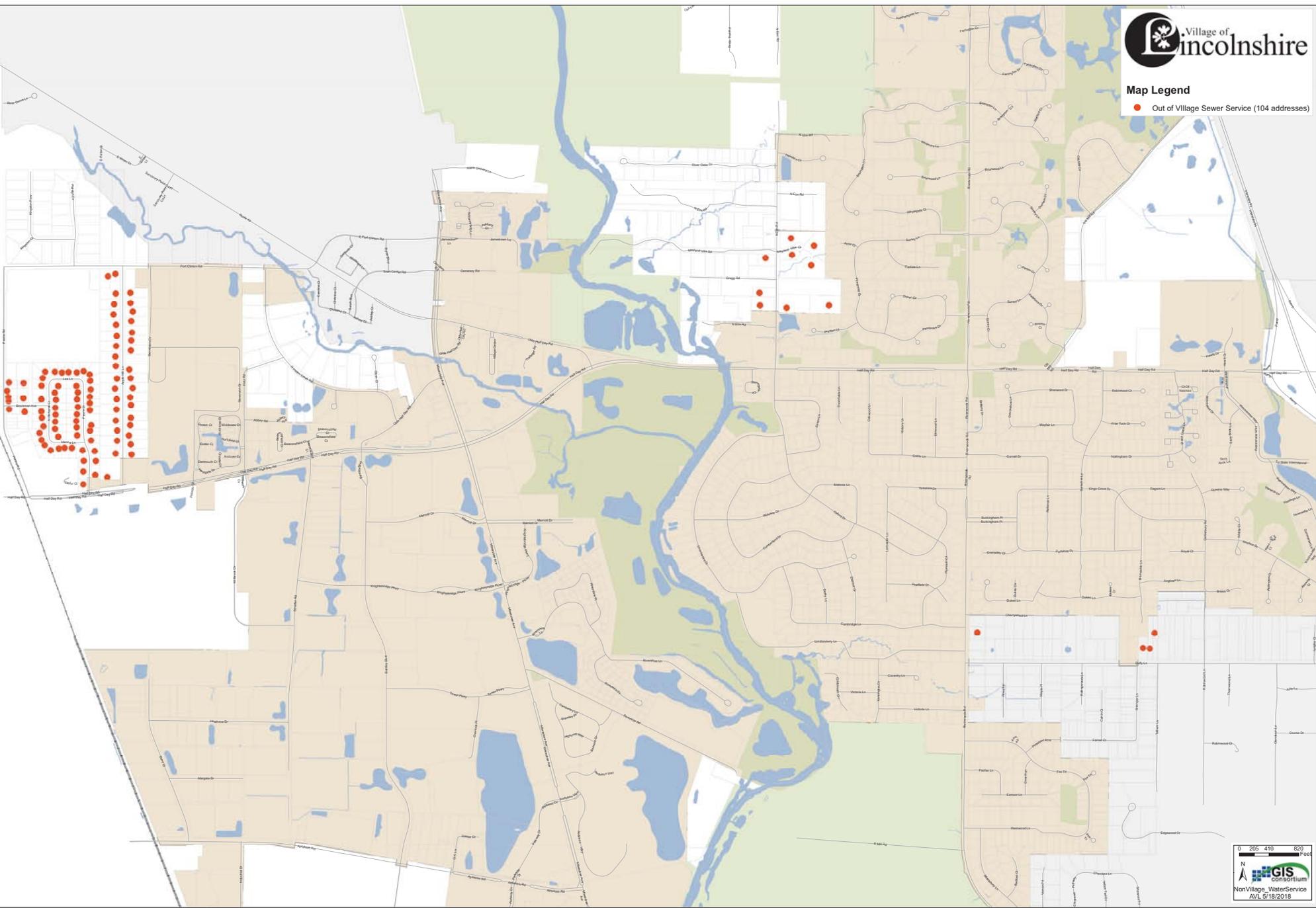


**Map Legend**  
● Out of Village Water Service (156 addresses)



**Map Legend**

● Out of Village Sewer Service (104 addresses)



**REQUEST FOR BOARD ACTION**  
**COMMITTEE OF THE WHOLE MEETING**  
**SEPTEMBER 10, 2018**

**Subject:** Proposed Fiscal Year 2019 Village of Lincolnshire Goals

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**Action Requested:** Consideration and Discussion of Proposed Goals for FY2019

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**Originated**

**By/Contact:** Village Manager/Department Managers

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**Referred To:** Village Board

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**Summary / Background:** Annually, as part of the budget process, staff develops proposed goals for the coming fiscal year. Following are the goals and objectives for Fiscal Year 2019 identified by each Village Department. The first section outlines goals for FY2019 applicable to all Village departments, followed by department specific goals. Village Board consideration and feedback of the proposed goals is requested.

**PROPOSED - FISCAL YEAR 2019 GOALS**

**All Village Departments**

- **Vehicle Leasing Initiative:** Investigate multiple leasing options for all Village vehicles in the areas of Administration, Community and Economic Development, Police, and Public Works. Work with departments to evaluate the program and identify if it is beneficial for the Village to pursue.
- **Finalize Technology Strategic Plan:** The GovIT Consortium completed a 3-Year Strategic Plan in 2018. Work with Village's information technology provider and to update long-term technology plan to reflect both GovIT Consortium strategic plan priorities and incorporate Lincolnshire specific information technology initiatives into a single plan.
- **Update Performance Evaluation Tool:** Work with all departments to review existing performance evaluation tool and update as necessary. Ensure performance evaluation document reflects the Lincolnshire Way set of values. Train all supervisors on performance evaluation best practices.
- **Pursue Opportunities for Municipal Partnering:** Continue to investigate and implement opportunities to partner with other governmental entities for the procurement of goods and services where appropriate.
- **Evaluate Annexation of Desirable Properties:** Continue the evaluation of properties identified by the Mayor and Board of Trustees as desirable for annexation. Work with property owners and developers to meet Village vision for growth and development.

- **Continue Work with Northern Illinois Benchmarking Cooperative:** Continue work with members of the Northern Illinois Benchmarking and University of Illinois at Chicago on Year Two of benchmarking Police Department services. Work with Cooperative on incorporating Lincolnshire-Riverwoods Fire Protection District in Year Two.
- **Communication Policies & Procedures:** Draft and implement formalized communication policies and procedures to promote appropriate, timely, and standardized communication with internal and external stakeholders. Assign departmental delegates capable of updating social media/website as community events happen.
- **Ongoing Comprehensive Fee Review:** Focus review on Connection and Permit fees for all departments.
- **Complete a Comprehensive Review of Subdivision Regulations:** Recommend updates to Title 7 Subdivisions and Land Development Chapter of the Lincolnshire Village Code as necessary.
- **Comprehensive Facilities Master Plan:** Develop comprehensive detailed capital improvements plans for the Public Works facility. Complete facilities master plan for Village Hall (started 2018). Incorporate results into 10-Year Capital Improvement Plan to better reflect the financial needs of the Villages facilities.

#### **Administration**

- **Develop Village of Lincolnshire Strategic Plan:** Work with Village staff, elected officials and stakeholders on creation of Lincolnshire strategic plan and update to Village mission statement. Facilitate planning process to explore community strengths, weaknesses, opportunities, and threats to build an action plan and address long-term Village needs.
- **Compensation Study:** Select and work with consultant to complete a classification and compensation study for the Village of Lincolnshire to determine if employee pay is appropriate for current labor market, develop non-union compensation structure, and conduct review of job descriptions.
- **Document Management:** Research, recommend, and implement formal document management system to integrate with new enterprise software system if cost effective.

#### **Community & Economic Development**

- **Community Enhancement Program Improvements:** Complete community enhancement program improvements pertaining to code enforcement and property maintenance standards including public education, standardized enforcement processing, and increasing use of technology for field work.
- **Create Formal Volunteer Program:** Develop program guidelines/procedures to solicit and manage volunteers for all Village special events. Increase participation of religious organizations in community events to provide volunteer support.

- **Continue Work on Update to Village Brand Identity:** Pending Village Board direction, update print and electronic media as appropriate as part of initial roll out of new brand and marketing initiative.
- **Finalize Development of Zoning/Design-Oriented Regulations to ensure Residential Character/Integrity:** Finalize bulk regulations of all Residential Zoning Districts to ensure Village vision is met and analyze the necessity of varying degrees of design-standards/review to support preservation of residential character.

#### **Finance Department Goals**

- **BS&A Financial Forecast Component:** Research advantages/disadvantages to implementing the BS&A financial forecast component, including importing data to the existing spreadsheets used in the development of the five-year financial forecast.
- **Debt Restructure/ Refinance:** Refinance SSA Sedgebrook bonds if savings justify issuance.
- **Fraud Awareness Training:** Prepare Fraud Awareness Training program and present to staff. Management and purchasing staff should understand the importance in preventing and detecting fraudulent disbursements. Enhance Lincolnshire's opportunity to receive grant funds with Fraud Awareness Training compliance.
- **Insurance Broker Services:** Prepare RFP for multi-year insurance broker services and execute contract.
- **Local Government Debt Recovery (LGDR):** Complete LGDR application process and deploy LGDR program for Lincolnshire's police tickets.
- **Time and Attendance aka Scheduling Software:** Review possible alternative software to improve schedule reporting. The solution must interface with existing Paylocity payroll system.
- **Utility Tax Audit Services:** Provide assistance and necessary data to utility tax audit service provider. Analyze findings and execute appropriate collection efforts.

#### **Police Department**

- **Develop Departmental Communication Strategy:** Develop a comprehensive communication strategy for engaging residents regarding emergencies, special events, and items of public interest.
- **Oversee Dispatch Transition:** Complete the transfer to the new police dispatch center.
- **Resources/Schedule:** Implement and assess the new 10-hour patrol scheduling format.
- **Records Section:** Review all police records functions to improve the quality and efficiency of services.

- **Develop Recommendation and Implementation Plan for Body-Worn Camera Technology:** Report and recommend to the Village Board Implementation Plan for body-worn camera technology.

#### **Public Work Department Goals**

- **Succession Planning and Employee Development Initiatives:** Continue to provide career path and succession planning for the Public Works Department. Adjust job descriptions and duties as needed. Provide information on redevelopment of Public Works office area in conjunction with succession plan. Increase Professional Development training throughout Public Works and encourage certifications in multiple areas.
- **Increase Use of GIS/Mobile Technology:** Work with GIS representatives to identify and implement ways to utilize GIS technology within Public Works Department with a goal of increasing efficiency. Conduct multiple GIS related training sessions throughout the year. Investigate the potential use for GIS-based Asset Management as it relates to each division of Public Works.
- **Comprehensive Pavement Preservation Plan:** Develop a pavement preservation plan for residential and corporate center streets based on information gathered during the 2018 pavement analysis project. Establish the expectations for how long pavements should last and different treatments that can be utilized (e.g., crack sealing, micro surfacing, patching) to maintain the pavement conditions in a satisfactory condition until they can be rehabilitated as part of a capital improvement project.
- **Evaluate Athletic Field Usage Policy/Fees:** Continue to evaluate the Village's current Athletic Field Usage Policy and Fee's related to this policy. Evaluate the affiliate approval process and make changes as needed. Implement any identified changes as necessary including fee changes and/or Village Code Amendments.
- **Village Sign Replacement Initiatives:** Research all streets and/or parks signs, posts, lights and make recommendations on replacement and/or update as a result of the Village branding initiative. Include recommendation for parks entrance signs and entry way signs within 10-Year Capital Improvement Program.
- **Work with Park Board on Possible Update to Recreation, Parks, Paths & Open Space Master Plan:** Investigate needs, identify capital improvements and incorporate into plan. Incorporate way-finding signage, lighting, seating and landscaping elements to encourage pedestrian flow along Milwaukee Avenue and into Commercial Downtown area.
- **Emergency/Backup Water Interconnect:** Finalize design and bid work for Emergency Water Supply connection to Village of Buffalo Grove. Develop intergovernmental agreement with Village of Buffalo Grove for recommendation and approval by Village Board.

**REQUEST FOR BOARD ACTION**  
**Committee of the Whole Meeting**  
**September 10, 2018**

**Subject:** Agreement Pertaining to the Regulation of Traffic and Parking on Lincolnshire-Prairie View School District 103 Property

**Action Requested:** Consideration of a Resolution Approving an Agreement Pertaining to the Regulation of Traffic and Parking on Lincolnshire-Prairie View School District 103 Property

**Originated By/Contact:** Joseph Leonas, Chief of Police

**Referred To:** Village Board

**Summary / Background:**

Lincolnshire-Prairie View School District 103 wishes to enter into an agreement with the Village of Lincolnshire for the regulation of traffic and parking on the Lincolnshire-Prairie View School District 103 properties located at 1370 N. Riverwoods Road, 2425 Riverwoods Road and 239 Olde Half Day Road. The initial term of this new agreement is for five (5) years and will automatically renew for up to three (3) additional five-year terms unless cancelled by either party.

This agreement allows the Police Department to enforce various traffic and parking regulations on Lincolnshire-Prairie View School District 103 property that are unenforceable absent this agreement. Staff has met with officials from Lincolnshire-Prairie View School District 103 to discuss signage needs. They are aware they are responsible for the cost of erecting appropriate signage on the property.

**Budget Impact:**

None

**Service Delivery Impact:**

Approval of this agreement will allow the Police Department to take enforcement action.

**Recommendation:**

Staff recommends approval of the resolution, as presented.

**Reports and Documents Attached:**

- Proposed Resolution
- Agreement Pertaining to Regulation of Traffic and Parking on Lincolnshire-Prairie View School District 103 property

<b>Meeting History</b>	
<b>Initial Referral to Village Board (COW):</b>	<b>September 10, 2018</b>
<b>Regular Village Board Meeting:</b>	

**VILLAGE OF LINCOLNSHIRE  
RESOLUTION NO.**

**A RESOLUTION APPROVING AN AGREEMENT PERTAINING TO THE  
REGULATION OF TRAFFIC AND PARKING ON LINCOLNSHIRE-PRAIRIE  
VIEW SCHOOL DISTRICT 103 PROPERTY**

**WHEREAS**, Chapter 65 ILCS, Section 5/1-1-7 of the Illinois Compiled Statutes authorizes municipalities to contract with school boards, hospitals, commercial and industrial facilities, and owners of shopping centers or apartment complexes in relation to the regulation of motor vehicle traffic and the promotion of safety on public highways; and

**WHEREAS**, Chapter 625 ILCS, Section 5/11-209 of the Illinois Compiled Statutes authorizes municipalities to regulate the parking of automobiles and the traffic at such parking area; and

**WHEREAS**, Lincolnshire-Prairie View School District 103, located at 1370 N. Riverwoods Road, 2425 Riverwoods Road, and 239 Olde Half Day Road, is a school district within the corporate limits of the Village of Lincolnshire; and

**WHEREAS**, the Lincolnshire-Prairie View School District 103 has requested that the Village of Lincolnshire and its Police Department regulate traffic, parking and access to its property; and

**NOW THEREFORE, BE IT RESOLVED** by the Village of Lincolnshire as follows:

**SECTION 1. APPROVAL OF AGREEMENT.** The Lincolnshire Village Board hereby approves the Agreement pertaining to the regulation of traffic and parking on Lincolnshire-Prairie View School District 103 property.

**SECTION 2.** This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this \_\_ day of \_\_\_\_\_, 2018.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

\_\_\_\_\_  
Village Clerk Barbara Mastandrea



3. The enforcement of all Village traffic ordinances applicable and the enforcement of all traffic regulations in Chapter 625 ILCS of the Illinois Compiled Statutes.

B. The Business shall bear the cost of the installation of such additional signs, signals and markings as determined to be required pursuant to the terms hereof and/or the ordinances of the Village. Provided, however, the Business shall be consulted prior to the installation of such signs on District 103 properties and no sign shall be installed if the Business reasonably objects to such installation.

C. The authorizations contained under the terms of this agreement shall be in addition to any other authority of the Village existing by reason of any other Statute of the State of Illinois and/or ordinances of the Village of Lincolnshire and such additional authorizations shall not be construed to be in lieu of such other Statute or law.

D. That the term of this agreement shall be for five (5) years from the date hereof and be automatically renewable to three (3) additional five-year terms unless cancelled by either party at any time upon at least three (3) months prior written notice to the other party.

E. This agreement supersedes in their entirety, any prior agreements of the same nature pertaining to the Association.

F. That this agreement shall be recorded in the office of the Recorder of Deeds of Lake County, Illinois.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing agreement to be witnessed by their respective duly authorized officers.

Dated at Lincolnshire, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

VILLAGE OF LINCOLNSHIRE, ILLINOIS,  
a Municipal Corporation, in Lake County, Illinois

BY: \_\_\_\_\_  
Mayor

ATTEST:

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

LINCOLNSHIRE-PRAIRIE VIEW SCHOOL  
DISTRICT 103

NAME: Asia van Jure

TITLE: President

ATTEST OR NOTARY:

Thomas Taylor

**REQUEST FOR BOARD ACTION  
Committee of the Whole  
September 10, 2018**

**Subject:** Reciprocal Reporting Agreement Between Lincolnshire-Prairie View School District #103 and Village of Lincolnshire

**Action Requested:** Consideration and Approval of the Reciprocal Reporting Agreement

**Originated**

**By/Contact:** Joseph Leonas, Chief of Police

**Referred To:** Village Board

**Summary / Background:**

The Lincolnshire Police Department and Lincolnshire-Prairie View School District #103 have drafted a proposed Reciprocal Reporting Agreement in order to foster cooperation and improve the flow of information between educators and law enforcement officials. This agreement is established and maintained under the authority of Section 10-20.14 of the Illinois School Code, and in compliance with Sections 1-7 and 5-905 of the Juvenile Court Act.

Village Attorney Adam Simon and the attorney for Lincolnshire-Prairie View School District #103 have reviewed the proposed reporting agreement.

The Lincolnshire-Prairie View School District #103 Board of Education met and reviewed the Agreement. On August 21, 2018, the Agreement was approved and signed by School Board President Anna van Gerven.

**Budget Impact:**

None

**Recommendation:**

Staff requests Village Board consideration and approval of this Agreement as submitted.

**Reports and Documents Attached:**

- Proposed Agreement

<b>Meeting History</b>	
<b>Initial Referral to Village Board (COW):</b>	<b>September 10, 2018</b>
<b>Regular Village Board Meeting:</b>	

## **RECIPROCAL REPORTING AGREEMENT**

THIS AGREEMENT between the Board of Education of the Lincolnshire Prairie View School District No. 103, Lake County, Illinois and the Village of Lincolnshire, Illinois, is established and maintained under the authority of Sections 10-20.14 and 22-20 of the Illinois School Code, and in compliance with Sections 1-7 and 5-905 of the Juvenile Court Act. This Agreement is entered into and maintained in order to foster cooperation and improve the flow of information between educators and law enforcement officials. That cooperation and flow of information is essential in providing the safe, healthy and violence-free school environment to which all children are entitled, and which all children need to thrive and learn.

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

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

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

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

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

- 1) The Police Department shall designate a person who shall transmit information and receive information pursuant to this Agreement. The Police Department will further designate at least one additional designee who shall perform the duties of the designee in the event of the designee's unavailability.
- 2) For purposes of this Agreement, the School District will provide the Police Department with a list of at least two designees. The designees identified in the list shall be considered the "Appropriate School Officials" for purposes of Sections 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act (705 ILCS 405/1-7(A)(8) and 705 ILCS 5-905(1)(h)) whom the School District has determined to have a legitimate educational or safety interest.
- 3) The parties may designate additional designees as warranted and in accordance with applicable law.
- 4) Information may be communicated verbally among the designees at any time deemed necessary by the designees.
- 5) Information authorized to be communicated in written form may be transmitted among the designees by any agreed-upon method, including but not limited to United States mail, personal delivery, or e-mail; such sharing of written information may be according to an agreed-upon schedule, or on an as-needed basis.
- 6) The undersigned shall develop procedures for their individual agencies designed to ensure that any such information is not available to employees or other persons other than as authorized by this Agreement and applicable State and federal law.
- 7) No information provided to the receiving agency under this Agreement shall be disclosed or made available in any form by the receiving agency to any person or agency outside this Agreement unless specifically authorized by law.
- 8) The Police Department will provide copies of law enforcement records to, or permit inspection of those records by, Appropriate School Officials, for any minor enrolled in the School District if the minor has been arrested or taken into custody before his or her 18th birthday for any of the offenses listed below, provided that the Police Department believes that there is an

imminent threat of physical harm to students, school personnel or others who are present in the school or on school grounds. Inspection and copying shall be limited to law enforcement records transmitted to the Appropriate School Officials.

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

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

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

- 9) The Police Department shall report to the principal of the school the child attends when such child is detained for proceedings under the Juvenile Court Act of 1987, as heretofore and hereafter amended, or for any criminal offense, including illegal gang activity, or any violation of a municipal or county ordinance. The report shall be made only orally and only to Appropriate School Officials. The report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the principal of developments and the disposition of the matter. Neither the School District nor the Appropriate School Officials shall inspect or copy any law enforcement records solely by reason of or related to such report, except to the extent otherwise permitted by this Agreement.

The information derived thereby shall be kept separate from and shall not become a part of the official school record of such child and shall not be a public record. Such information shall be used solely by the Appropriate School Officials whom the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school.

- 10) All information should include the names of all involved persons, including those of students and minors, except where prohibited by law.
- 11) All information should be transmitted as promptly as possible after received by the originating agency.
- 12) The School District will report information to the Police Department as follows:
  - a) The School District may report criminal activities or suspected criminal activities occurring in school, on school grounds, at a school-related activity, or against school property, personnel or other students.
  - b) As required by School Code Section 10-27.1A (105 ILCS 5/10-27.1A), the School District will report any verified incident involving a firearm in a school, on school property, on any vehicle used by the school to transport students to or from school or a school-related activity, or on any public way within 1,000 feet of school grounds.
  - c) As required by School Code Section 10-27.1B (105 ILCS 5/10-27.1B), the School District will report any verified incident involving drugs in a school, on school property, or on any vehicle used by the school to transport students or school personnel. For

purposes of this paragraph, “drugs” means “cannabis” as defined in Section 3(a) of the Cannabis Control Act, “narcotic drug” as defined in Section 102(aa) of the Illinois Controlled Substances Act, or “methamphetamine” as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

- d) As required by School Code Section 10-21.7 (105 ILCS 5/10-21.7), upon receipt of a written complaint from any school personnel, the School District will report incidents of battery committed against school personnel.
  - e) As required by Section 2 of the School Reporting of Drug Violations Act (105 ILCS 127/2), within 48 hours of becoming aware of the incident, the School District will report violations of Section 5.2 of the Cannabis Control Act, violations of the Methamphetamine Control and Community Protection Act, and violations of Section 401 or Section 407(b) of the Illinois Controlled Substances Act, when the violations occur in a school, on school property, on any vehicle used by the school to transport students to or from school or a school-related activity, or on a public way within 1,000 feet of a school.
- 13) The School District may disclose student records and student record information only to the extent permitted by law, including, but not limited to, the Illinois School Student Records Act, the federal Family Educational Rights and Privacy Act, the Individuals with Disabilities Education Act, and the Juvenile Court Act.
- 14) The Illinois Criminal Code and the Juvenile Court Act shall be used as references for definitions.

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

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

This Agreement will become effective on the date on which it is fully executed by all parties. All terms and conditions as set forth in this Agreement shall remain in full force and effect until either the Village Board or the School District 103 Board of Education officially votes to terminate this Agreement.

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

Anne van Luren  
President, Board of Education  
Lincolnshire Prairie View School District No. 103

Attest: Wendy Taylor  
Secretary, Board of Education

Dated: 8/21/2018

\_\_\_\_\_  
Mayor  
Village of Lincolnshire

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

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