



AGENDA
REGULAR VILLAGE BOARD MEETING
Village Hall – Board Room
Monday, September 24, 2018
7:00 p.m.

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. Regular Village Board Meetings will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so.

CALL TO ORDER

1.0 ROLL CALL

PLEDGE OF ALLEGIANCE

2.0 APPROVAL OF MINUTES

2.1 Approval of the September 10, 2018 Regular Village Board Meeting Minutes

3.0 REPORTS OF OFFICERS

3.1 Mayor's Report

3.11 Swearing in of Police Officer Marius Salkausaks

3.2 Village Clerk's Report

3.3 Village Treasurer's Report

3.31 Revenues and Expenditures for the Month of August, 2018

3.4 Village Manager's Report

4.0 PAYMENT OF BILLS

4.1 Bills Presented for Payment on September 24, 2018 in the amount of \$327,427.48

5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only)

6.0 PETITIONS AND COMMUNICATIONS

7.0 CONSENT AGENDA

Items on the Consent Agenda will be approved by one motion. If a Trustee wishes to discuss any item, it will be pulled from the Consent Agenda and discussed under "Unfinished Business".

7.1 Approval of the Final Plat of Subdivision for a 2-Lot Single-Family "Achi Subdivision" in Unincorporated Lake County, Provided that the Mayor and Clerk Shall Not Sign the Final plat Unless and Until the Owner Complies with the Requirements of Title 7 of the Village Code (23344 N. Indian Creek Road)

7.2 Approval of an Out-of-Village Water Service (23344 N. Indian Creek Road)

7.3 Approval of the Final Plat of Subdivision for a 2-Lot Single-Family "Elm Estates Subdivision" in Unincorporated Lake County, Provided that the Mayor and Clerk Shall Not Sign the Final Plat Unless and Until the Owner Complies with the

Requirements of Title 7 of the Village Code (23477 N. Elm Road)

- 7.4 Approval 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)
- 7.5 Approval of Reciprocal Reporting Agreement Between Lincolnshire-Prairie View School District #103 and the Village of Lincolnshire (Village of Lincolnshire & School District #103)

8.0 ITEMS OF GENERAL BUSINESS

8.1 Planning, Zoning & Land Use

- 8.11 **Public Hearing** Regarding a Major Amendment to Westgate of Lincolnshire Planned Unit Development (PUD) to Install at Fence on the Route 22/Half Day Road Berm (Westgate of Lincolnshire Homeowners Association)
- 8.12 Approval of an Ordinance Granting an Amendment to a Special Use for a Planned Unit Development for a Cluster Single-Family Residential Development to Provide for Exceptions for Fence Height, Location, and Materials (Westgate of Lincolnshire Homeowners Association - Waiver of First Reading Requested)
- 8.13 Approval of a Request for Permit Fee Waiver Per Section 5-3-2A of the Lincolnshire Village Code (Westgate of Lincolnshire Homeowners Association)

8.2 Finance and Administration

8.3 Public Works

- 8.31 Approval of a Contract with Campanella & Sons, Inc. of Wadsworth, Illinois for the Construction of the Lincolnshire Creek Drainage Improvement Project in an Amount not to Exceed \$187,280.06 (Village of Lincolnshire - Waiver of First Reading)
- 8.32 Approval of a Professional Service Contract with WBK Engineering LLC for Lincolnshire Creek Drainage Improvement Phase II Engineering Services at a Cost not to Exceed \$29,946.75 (Village of Lincolnshire – Waiver of First Reading Requested)

8.4 Police

- 8.41 Approval of an Extension to Intergovernmental Agreement between the Village of Vernon Hills, Countryside Fire Protection District and the Village of Lincolnshire for the Purpose of Providing Emergency Dispatch Services (Village of Lincolnshire – Waiver of First Reading Requested)

8.5 Parks and Recreation

8.6 Judiciary and Personnel

- 9.0 **REPORTS OF SPECIAL COMMITTEES**
- 10.0 **UNFINISHED BUSINESS**
- 11.0 **NEW BUSINESS**
- 12.0 **ADJOURNMENT**



MINUTES
REGULAR VILLAGE BOARD MEETING
Monday, September 10, 2018

Present:

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

ROLL CALL

Mayor Brandt called the meeting to order at 7:00 p.m., and Village Clerk Mastandrea called the Roll.

Pledge of Allegiance

2.1 Approval of the August 27, 2018 Regular Village Board Meeting Minutes

Trustee Grujanac moved and Trustee Leider seconded the motion to approve the minutes of the Regular Village Board Meeting of August 27, 2018 as presented. The roll call vote was as follows: AYES: Trustees Leider, Servi, Grujanac, and Harms Muth. NAYS: None. ABSENT: Trustee Hancock. ABSTAIN: Trustee McDonough. Mayor Brandt declared the motion carried.

3.0 REPORTS OF OFFICERS

3.1 Mayor's Report - None

3.2 Village Clerk's Report - None

3.3 Village Treasurer's Report - None

3.4 Village Manager's Report

3.41 Boo Bash

Village Manger Burke noted Boo Bash will be on October 26th, 5 – 8 p.m. at North Park.

3.42 Annual Budget Requests

Village Manager Burke noted Visit Lake County and Police Pension will be making their Budget Requests at the next Committee of the Whole meeting, September 24, 2018.

4.0 PAYMENT OF BILLS

4.1 Bills Presented for Payment on September 10, 2018 in the amount of \$137,895.62

Village Treasurer/Finance Director Peterson provided a summary of the September 10, 2018 bills prelist presented for payment with the total being \$137,892.62. The total amount is based on \$114,200 for General Fund; \$16,000 for Water & Sewer Fund; \$5,800 for Vehicle Maintenance Fund; and \$2,000 for General Capital Fund.

Trustee Grujanac moved and Trustee Servi seconded the motion to approve the bills prelist dated September 10, 2018 as presented. The roll call vote was as follows: AYES: Trustees Grujanac, Servi, Harms Muth, McDonough, and Leider. NAYS: None. ABSENT: Trustee Hancock. ABSTAIN: None. Mayor Brandt declared the motion carried.

5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only)

6.0 PETITIONS AND COMMUNICATIONS - None

7.0 CONSENT AGENDA

7.1 Approval of an Investment Advisory Agreement and Custodian Account Agreement with Sawyer Falduto Asset Management (Village of Lincolnshire)

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

7.3 Approval 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)

7.4 Approval 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)

Trustee Servi moved and Trustee Grujanac seconded the motion to approve the Consent Agenda. The roll call vote was as follows: AYES: Trustees Leider, Grujanac, Servi, McDonough, and Harms Muth. NAYS: None. ABSENT: Trustee Hancock. ABSTAIN: None. The Mayor declared the motion carried.

8.0 ITEMS OF GENERAL BUSINESS

8.1 Planning, Zoning & Land Use

8.2 Finance and Administration

8.21 Approval of a Utility Tax Audit Service Agreement with Azavar Solutions (Village of Lincolnshire)

Village Manager Burke provided a summary of the proposed Utility Tax Service Agreement with Azavar Solutions and an update regarding the revenue sharing with AmAudit for the period 2007 to 2012 as requested by the Board.

Trustee McDonough moved and Trustee Servi seconded the motion to approve a Utility Tax Audit Service Agreement with Azavar Solutions. The roll call vote was as follows: AYES: Trustees Grujanac, Servi, Harms Muth, McDonough, and Leider. NAYS: None. ABSENT: Trustee Hancock. ABSTAIN: None. Mayor Brandt declared the motion carried.

8.3 Public Works

8.4 Police

8.5 Parks and Recreation

8.6 Judiciary and Personnel

9.0 REPORTS OF SPECIAL COMMITTEES

10.0 UNFINISHED BUSINESS

11.0 NEW BUSINESS

12.0 EXECUTIVE SESSION

13.0 ADJOURNMENT

Trustee Grujanac moved and Trustee Leider seconded the motion to adjourn. The voice vote was unanimous and Mayor Brandt declared the meeting adjourned at 7:08 p.m.

Respectfully submitted,
VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk



VILLAGE OF LINCOLNSHIRE
REVENUE / EXPENSE BUDGET SUMMARY

PERIOD ENDING 8/31/2018
FISCAL YEAR 2018

	2017 Year-To-Date			2018 Year-To-Date		
	Revenue	Expense	OVER/(UNDER)	REVENUE	EXPENSE	OVER/(UNDER)
GENERAL FUND						
Revenue	7,527,010			8,185,406		
Administration		179,853			198,322	
Finance		216,959			225,175	
Police		2,489,596			2,228,738	
Community & Economic Dev.		663,293			677,729	
Insurance & Common		913,198			839,534	
PW: Administration		156,808			173,546	
PW: Streets		659,459			719,274	
PW: Parks & Open Space		953,786			898,801	
Buildings & Grounds		82,842			82,842	
Debt & Transfers		1,267,791			600,000	
TOTAL GENERAL FUND	\$ 7,527,010	\$ 7,583,585	\$ (56,575)	\$ 8,185,406	\$ 6,643,960	\$ 1,541,446
ENTERPRISE FUNDS						
Water & Sewer Revenue	2,978,315			2,991,503		
Water & Sewer Administration		838,730			647,824	
Public Works Operating		2,451,372			2,192,983	
Water & Sewer Improvements	1,578,172	1,514,969		925,978	1,667,358	
TOTAL ENTERPRISE FUNDS	\$ 4,556,487	\$ 4,805,071	\$ (248,584)	\$ 3,917,481	\$ 4,508,166	\$ (590,684)
NON-OPERATING FUNDS						
Motor Fuel Tax	124,882	124,849	33	127,643	175,000	(47,357)
Fraud Alcohol Drug Enforcement	8,156	29,189	(21,033)	5,751	-	5,751
Vehicle Maintenance	309,800	247,797	62,003	326,800	295,705	31,095
E-911	192,130	271,637	(79,507)	263,613	224,333	39,279
Park Development	983	50	933	30,820	416,482	(385,662)
Traffic Signals SSA	8	2,340	(2,332)	4	1,170	(1,166)
General Capital	8,925	967,179	(958,254)	23,213	567,234	(544,022)
TOTAL NON-OPERATING FUNDS	\$ 644,884	\$ 1,643,041	\$ (998,157)	\$ 777,844	\$ 1,679,925	\$ (902,082)
TRUST FUNDS						
Police Pension Fund**	2,373,475	826,138	1,547,336	1,261,249	858,358	402,892
Sedgebrook SSA	676,918	777,590	(100,672)	1,157,069	1,151,729	5,340
TOTAL TRUST FUNDS	\$ 3,050,393	\$ 1,603,728	\$ 1,446,665	\$ 2,418,318	\$ 2,010,087	\$ 408,232

**The Police Pension amounts are as of 08/31/2018.
The Pension Board contracts their accounting services;
which sometimes results in a reporting delay.

VILLAGE OF LINCOLNSHIRE
REVENUES AND EXPENSES BY FUND
August 31, 2018
66.7% of Fiscal Year is Complete

	Annual Budget	Year-to-Date	% Used	Significant Facts
GENERAL FUND				
REVENUES				
Taxes	11,090,000	7,280,283	65.6%	Sales Tax % of Budget 69.5%
				Local HR Sales Tax % of Budget 72.7%
				Food & Beverage % of Budget 66.1%
				Room & Admission % of Budget 71.3%
				Real Estate Transfer % of Budget 169.7%
Licenses & Fees	691,700	476,090	68.8%	Building Permit Fee Revenue \$125,597
				Bldg Permits % of Licenses & Fees 26.4%
Fines & Forfeitures	236,000	126,208	53.5%	
Allotments, Grants & Reimbursements	275,360	167,075	60.7%	
Miscellaneous	90,100	71,317	79.2%	
Other Income	80,000	64,433	80.5%	
TOTAL REVENUES	\$ 12,463,160	\$ 8,185,406	65.7%	
EXPENSES				
Personnel Expenses	264,890	177,848	67.1%	
Contractual Services	3,700	1,348	36.4%	
Other Charges	34,400	19,125	55.6%	
Administration	302,990	198,322	65.5%	
Personnel Expenses	302,960	204,012	67.3%	
Contractual Services	22,950	19,339	84.3%	
Other Charges	5,375	1,824	33.9%	
Finance	331,285	225,175	68.0%	
Personnel Expenses	3,767,240	1,884,338	50.0%	
Contractual Services	159,970	85,032	53.2%	
Commodities	19,000	12,007	63.2%	
Other Charges	183,725	97,335	53.0%	
Transfers Out	202,500	150,025	74.1%	
Police	4,332,435	2,228,738	51.4%	
Personnel Expenses	460,920	292,219	63.4%	
Contractual Services	178,300	87,690	49.2%	
Other Charges	408,900	294,531	72.0%	
Transfers Out	4,800	3,290	68.5%	
Community & Economic Dev.	1,052,920	677,729	64.4%	
Contractual Services	1,444,225	804,537	55.7%	
Commodities	14,400	10,727	74.5%	
Other Charges	81,000	24,122	29.8%	
Other Expenses	-	149	0.0%	
Insurance & Common	1,539,625	839,534	54.5%	
Public Works				
Personnel Expenses	205,882	152,699	74.2%	
Contractual Services	36,300	11,359	31.3%	
Other Charges	12,225	9,487	77.6%	
Admin	254,407	173,546	68.2%	
Personnel Expenses	566,850	414,367	73.1%	
Contractual Services	466,400	139,990	30.0%	
Commodities	84,300	57,784	68.5%	
Other Charges	13,825	9,121	66.0%	
Transfers Out	143,000	98,013	68.5%	
Streets	1,274,375	719,274	56.4%	

	Annual Budget	Year-to-Date	% Used	Significant Facts
Personnel Expenses	602,460	391,236	64.9%	
Contractual Services	607,200	391,940	64.5%	Includes Insurance Covered Exp
Commodities	56,000	33,230	59.3%	
Other Charges	15,725	7,206	45.8%	
Transfers Out	109,700	75,189	68.5%	
Parks & Open Space	1,391,085	898,801	64.6%	
Contractual Services	105,500	68,737	65.2%	
Commodities	18,000	9,906	55.0%	
Other Charges	3,000	909	30.3%	
Transfers Out	4,800	3,290	68.5%	
Buildings & Grounds	131,300	82,842	63.1%	
Transfers Out	1,700,000	600,000	35.3%	
Debt & Transfers	1,700,000	600,000	35.3%	
TOTAL EXPENSES	\$ 12,310,422	\$ 6,643,960	54.0%	

WATER & SEWER FUND

REVENUES

Licenses & Fees	4,572,000	2,985,129	65.3%
Miscellaneous Revenue	10,000	3,783	37.8%
Other Income	3,000	2,592	86.4%
TOTAL REVENUES	\$ 4,585,000	\$ 2,991,503	65.2%

EXPENSES

Personnel Expenses	245,100	174,492	71.2%
Contractual Services	251,860	164,749	65.4%
Commodities	1,600	1,187	74.2%
Other Charges	2,325	1,550	66.7%
Other Expenses	-	-	0.0%
Transfers Out	407,795	305,846	75.0%
Administration	908,680	647,824	71.3%
Personnel Expenses	541,120	366,405	67.7%
Contractual Services	3,026,500	1,756,164	58.0%
Commodities	28,200	34,243	121.4%
Other Charges	32,800	3,476	10.6%
Transfers Out	47,700	32,694	68.5%
Operating	3,676,320	2,192,983	59.7%
TOTAL EXPENSES	\$ 4,585,000	\$ 2,840,807	62.0%

WATER & SEWER IMPROVEMENT FUND

REVENUES

Licenses & Fees	200,000	16,201	8.1%
Miscellaneous Revenue	-	-	0.0%
Other Income	2,000	3,931	196.5%
Transfers	1,307,795	905,846	69.3%
TOTAL REVENUES	\$ 1,509,795	\$ 925,978	61.3%

EXPENSES

Capital Outlay	2,007,000	1,667,358	83.1%
TOTAL EXPENSES	\$ 2,007,000	\$ 1,667,358	83.1%

Annual Budget	Year-to-Date	% Used	Significant Facts
---------------	--------------	--------	-------------------

MOTOR FUEL TAX FUND

REVENUES

Allotments, Grants & Reimbursements	187,000	127,285	68.1%
Other Income	400	357	89.3%
TOTAL REVENUES	\$ 187,400	\$ 127,643	68.1%

EXPENSES

Capital Projects	175,000	175,000	100.0%
TOTAL EXPENSES	\$ 175,000	\$ 175,000	100.0%

FRAUD, ALCOHOL & DRUG ENFORCEMENT FUND

REVENUES

Other Income	-	5,751	0.0%
TOTAL REVENUES	\$ -	\$ 5,751	0.0%

EXPENSES

Other Charges	60,630	-	0.0%
TOTAL EXPENSES	\$ 60,630	\$ -	0.0%

VEHICLE MAINTENANCE FUND

REVENUES

Transfers	476,800	326,800	68.5%
TOTAL REVENUES	\$ 476,800	\$ 326,800	68.5%

EXPENSES

Personnel Expenses	193,450	129,135	66.8%
Contractual Services	153,450	77,302	50.4%
Commodities	118,800	83,057	69.9%
Other Charges	11,100	6,211	56.0%
TOTAL EXPENSES	\$ 476,800	\$ 295,705	62.0%

E911 FUND

REVENUES

Taxes	273,000	227,827	83.5%
Other Income	100	86	85.9%
Transfers	35,700	35,700	100.0%
TOTAL REVENUES	\$ 308,800	\$ 263,613	85.4%

EXPENSES

Contractual Services	308,800	224,333	72.6%
TOTAL EXPENSES	\$ 308,800	\$ 224,333	72.6%

PARK DEVELOPMENT FUND

REVENUES

Other Income	236,100	30,820	13.1%
TOTAL REVENUES	\$ 236,100	\$ 30,820	13.1%

EXPENSES

Other Charges	860,000	416,482	48.4%
TOTAL EXPENSES	\$ 860,000	\$ 416,482	48.4%

Annual Budget	Year-to-Date	% Used	Significant Facts
---------------	--------------	--------	-------------------

TRAFFIC SIGNAL SSA

REVENUES

Other Income	-	4	0.0%
TOTAL REVENUES	\$ -	\$ 4	0.0%

EXPENSES

Contractual Services	4,880	1,170	24.0%
TOTAL EXPENSES	\$ 4,880	\$ 1,170	24.0%

GENERAL CAPITAL

REVENUES

Grants	-	-	0.0%
Other Income	917,740	23,213	2.5%
Transfers In	800,000	-	0.0%
TOTAL REVENUES	\$ 1,717,740	\$ 23,213	1.4%

EXPENSES

Facilities	115,000	31,193	27.1%
Equipment	227,320	151,941	66.8%
Furniture & Fixtures	20,000	6,300	31.5%
Storm Sewer & Water	629,000	26,491	4.2%
Parks	404,000	113,120	28.0%
Roadways	398,000	135,064	33.9%
Vehicles	160,000	87,010	54.4%
Miscellaneous Capital	27,000	16,117	59.7%
TOTAL EXPENSES	\$ 1,980,320	\$ 567,234	28.6%

POLICE PENSION FUND**

REVENUES

Taxes	849,750	530,603	62.4%	Property Taxes
Miscellaneous Revenue	206,500	147,814	71.6%	
Other Income	143,750	582,832	405.4%	Investment Income
TOTAL REVENUES	\$ 1,200,000	\$ 1,261,249	105.1%	

EXPENSES

Contractual Services	88,500	70,061	79.2%
Other Charges	9,500	1,500	15.8%
Other Charges	1,102,000	786,797	71.4%
TOTAL EXPENSES	\$ 1,200,000	\$ 858,358	71.5%

***The Police Pension amounts are as of 08/31/2018. The Pension Board contracts their accounting services; which sometimes results in a reporting delay.*

SEDGEBROOK SSA

REVENUES

Taxes	1,161,600	1,143,640	98.5%	
Other Income	18,600	13,429	72.2%	Interest Income
TOTAL REVENUES	\$ 1,180,200	\$ 1,157,069	98.0%	

EXPENSES

Contractual Services	17,700	2,198	12.4%
Capital Outlay	1,162,500	1,149,531	98.9%
TOTAL EXPENSES	\$ 1,180,200	\$ 1,151,729	97.6%



VILLAGE OF LINCOLNSHIRE

BILLS PRESENTED FOR PAYMENT
09/24/2018

General Fund	\$	156,865.48
Water & Sewer Fund	\$	80,968.08
Motor Fuel Tax		
Water & Sewer Improvement Fund	\$	43,348.85
Fraud, Alcohol, Drug Enforcement		
Vehicle Maintenance Fund	\$	16,639.93
E 911 Fund	\$	25,541.67
Park Development Fund	\$	355.50
Sedgebrook SSA		
SSA Traffic Signal		
General Capital Fund	\$	48,707.97
GRAND TOTAL	\$	372,427.48

Brad Burke, Village Manager

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 09/11/2018 - 09/24/2018
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: A & E RUBBER STAMP		
614125	Notary Stamp - Maciareillo	23.50
TOTAL VENDOR A & E RUBBER STAMP		23.50
VENDOR NAME: A T & T		
148060081-09/18	08/12 - 09/11/18 NP Internet Svc	60.01
TOTAL VENDOR A T & T		60.01
VENDOR NAME: ADOBE SYSTEMS INCORPORATED		
2018-09	September 2018 L. Ulibarri Creative Cloud Suite	53.11
TOTAL VENDOR ADOBE SYSTEMS INCORPORATED		53.11
VENDOR NAME: AIRGAS, INC		
9955619565	Cylinder Rental	235.02
TOTAL VENDOR AIRGAS, INC		235.02
VENDOR NAME: ALPHA BUILDING MAINT. SERVICE INC.		
18971VL	Janitorial services 9/1/18-9/30/18	2,213.17
TOTAL VENDOR ALPHA BUILDING MAINT. SERVICE IN		2,213.17
VENDOR NAME: AMAZON.COM		
113-1994477-7702617	Pens/Refills	30.65
112-3616316-9357804	2018 Boo Bash Giveaway (1000 LED Finger Lights)	170.90
113-9116934-9964205	Rifle Slings	155.88
113-3090282-4913822	Rifle Sling Swivels and Shotgun Shell Holders	91.86
11421289884718651	Mounted Chin Up Bar - Village Hall Work Out Room	155.86
11459928751368262	5-50lb Rubber Hex Dumbell Set w/Rack - Village Ha	929.00
113-1003163-8796249	Flash Drives and Portable Drives for Video Storage	600.59
11226292711393842	(2) Temp. Monitors for Street/Stormwater Crew	298.00
TOTAL VENDOR AMAZON.COM		2,432.74
VENDOR NAME: AMERICAN PUBLIC WORKS		
18/19Renewal	APWA Membership Renewal (Woodbury, Dittrich, M	759.64
TOTAL VENDOR AMERICAN PUBLIC WORKS		759.64
VENDOR NAME: AMERICAN WATER WORKS		
7001600221	Membership Renewal For Bob Suda 12/1/18 - 11/30	211.00
TOTAL VENDOR AMERICAN WATER WORKS		211.00
VENDOR NAME: AMERI-TEX INC.		
108868	Embroider uniform shirts - Brown	15.00
TOTAL VENDOR AMERI-TEX INC.		15.00
VENDOR NAME: ANCEL GLINK DIAMOND BUSH		
3165092.0000	August 2018 Corporate Legal Fees	3,277.50
3165092.0009	September 2018 Legal Fees - Personnel - Arbitrat	7,400.20
65780a	BD Bond Escrow Attorney Fee_City Park_275 Park	172.50
65780B	BD Bond Escrow Attorney Fee_Westgate HOA Fen	172.50
65780c	BD Bond Escrow Attorney Fee_TSJ Properties_90	3,392.50
TOTAL VENDOR ANCEL GLINK DIAMOND BUSH		14,415.20
VENDOR NAME: ANIMAL CONTROL SPECIALISTS, INC.		
18-9024	Raccoon Traps	205.00
18-9044	Treated Yellow Jacket Wasp Nest	225.00
TOTAL VENDOR ANIMAL CONTROL SPECIALISTS, INC.		430.00
VENDOR NAME: APWA-CHICAGO METRO C		
56397	APWA Chicago Metra Event Registration - Brad Wc	50.00
TOTAL VENDOR APWA-CHICAGO METRO C		50.00
VENDOR NAME: ARAMARK		
2081701538	Weekly Uniform Rental - Public Works	79.95
2081720500	Weekly Uniform Rental - PW	79.95

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 09/11/2018 - 09/24/2018
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ARAMARK		
	TOTAL VENDOR ARAMARK	159.90
VENDOR NAME: ARLINGTON HEIGHTS FORD		
843817	Admin 86	134.04
843174	Admin 86	398.27
842792	Squad 106 Parts	828.90
	TOTAL VENDOR ARLINGTON HEIGHTS FORD	1,361.21
VENDOR NAME: BASECAMP WEB SOLUTIONS		
2421	September 2018 Website Updates	30.00
	TOTAL VENDOR BASECAMP WEB SOLUTIONS	30.00
VENDOR NAME: BEHM ENTERPRISES, IN		
2213	2018 Sanitary Sewer Point Repairs	3,808.80
	TOTAL VENDOR BEHM ENTERPRISES, IN	3,808.80
VENDOR NAME: BELLAS BOUNCIES		
21511	2018 Boo Bash_Bellas Bouncies_ DEPOSIT ONLY	228.75
	TOTAL VENDOR BELLAS BOUNCIES	228.75
VENDOR NAME: BENISTAR		
10012018	October 2018 Retiree Over 65 Medical Premiums	1,016.00
	TOTAL VENDOR BENISTAR	1,016.00
VENDOR NAME: BLIEFERNICH ALICE		
2017	Senior Citizen Property Tx Relief Refund	162.67
	TOTAL VENDOR BLIEFERNICH ALICE	162.67
VENDOR NAME: BRIGHT LIGHT SIGN CO		
C-18-4559 Deposit	Deposit - Install Holiday Lighting	3,162.50
	TOTAL VENDOR BRIGHT LIGHT SIGN CO	3,162.50
VENDOR NAME: BURRIS EQUIPMENT CO.		
SI49490	Excavator Track Replacement	3,613.24
	TOTAL VENDOR BURRIS EQUIPMENT CO.	3,613.24
VENDOR NAME: CALL ONE		
09152018	09/15/18 Monthly Phone Bill 1122574	2,086.27
	TOTAL VENDOR CALL ONE	2,086.27
VENDOR NAME: CHAIN O LAKES LUMBER		
23933	Treated Wood - Replacement	909.22
	TOTAL VENDOR CHAIN O LAKES LUMBER	909.22
VENDOR NAME: CHICAGO PARTS & SOUND LLC		
1-0014861	Ford Training for Matt & Nivardo	700.00
	TOTAL VENDOR CHICAGO PARTS & SOUND LLC	700.00
VENDOR NAME: CHICAGO TRIBUNE		
50037363-2019	2018-2019 Chicago Tribune Subscriber	413.40
	TOTAL VENDOR CHICAGO TRIBUNE	413.40
VENDOR NAME: CL GRAPHICS		
0052984	B. Brown SRO Business Cards	148.20
0053576	Fall 2018 Newsletter	2,877.14
	TOTAL VENDOR CL GRAPHICS	3,025.34
VENDOR NAME: CLESEN, INC.		
337650	Seed	19.04
337406	Seed Mix, Roundup, Gloves & Sprayer	488.68

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 09/11/2018 - 09/24/2018
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: CLESEN, INC.		
TOTAL VENDOR CLESEN, INC.		507.72
VENDOR NAME: COMED		
6123019023-09-18	Rate 25 Street Lighting 8/1/18-8/30/18	268.86
1475038068-09-18	Riverside Drive (2 Lights)	31.78
0268410000-09-18	207 Northampton 8/1/18-8/30/18	72.20
5760114015-8-18	Riverside Drive Liftstation Pumping 7/31 - 8-29	134.37
1131144094-8-18	Trailhead Park Lighting 7/31 - 8/29	33.72
1864074001-8-18	Spring Lake Park 7/31 - 8/29	50.77
0777044014-8-18	Old Mill Liftstation 8/1 - 8/29	101.31
0995113016-8-18	Entry Sign Milw @ OHDR 8/1 - 8/30	52.76
6520050011-8-18	Fallstone Pumping Meter 8/1 - 8/30	96.65
4803164127-8-18	OHDR Bike Path Lighting 8/1 - 8/30	45.56
7299013001-8-18	Farrington Pumping 8/1 - 8/30	70.01
3038275001-8-18	Whytegate Park 8/1 - 8/30	34.28
3038188003-8-18	Northampton Sanitary Sump Meter 8/1 - 8/30	28.69
3168065033-8-18	Brookwood Liftstation 8/1 - 8/30	60.11
7128083006-8-18	Westwood Pumping 7/31 - 8/29	74.25
9047167009-8-18	Londonderry Pumping 7/31 - 8/29	124.24
0339014158-8-18	Riverwoods @ Everett Street Lighting 8/1 - 8/30	5.30
TOTAL VENDOR COMED		1,284.86
VENDOR NAME: COMSTAR SUPPLY INC		
1000009742	Super Road Flare Kit	226.84
TOTAL VENDOR COMSTAR SUPPLY INC		226.84
VENDOR NAME: CONSTELLATION NEWENERGY, INC.		
12891396301	Electric supply Spring Lake Park 7/31 - 8/29	35.65
12884932601	Electric supply for ESR Pumping 7/31 - 8/29	3,980.56
12890506401	Electric supply Londonderry Liftstation 7/31 - 8/29	143.12
12894147901	Electric supply North Park 8/1/18-8/30/18	1,377.19
TOTAL VENDOR CONSTELLATION NEWENERGY, INC.		5,536.52
VENDOR NAME: COPS TESTING SERVICES, INC.		
104961	Psych Eval Officer Candidate (Petrick)	450.00
TOTAL VENDOR COPS TESTING SERVICES, INC.		450.00
VENDOR NAME: CULVER'S OF LINCOLNSHIRE		
139052	2018 Employee BBQ_Culvers of Lincolnshire	87.50
TOTAL VENDOR CULVER'S OF LINCOLNSHIRE		87.50
VENDOR NAME: CUSTOM BUILT COMMERCIAL FENCE		
LINSUR2018-1	Village Portion - Whytegate Fence Replacement	3,550.00
TOTAL VENDOR CUSTOM BUILT COMMERCIAL FENCE		3,550.00
VENDOR NAME: DEERFIELD LOCKSMITH CO INC		
034706	Labor to Repair Locks & Lock Cylinders at Pump/Lif	365.56
TOTAL VENDOR DEERFIELD LOCKSMITH CO INC		365.56
VENDOR NAME: DROPBOX		
2018-09	September 2018 Dropbox Fees	9.99
TOTAL VENDOR DROPBOX		9.99
VENDOR NAME: DUSTCATCHERS & A LOGO MAT INC		
51960	Floor Matt Rental Service for Village Hal	31.25
52460	Floor Mat Rental Service for Public Works	36.52
51961	Floor Mat Rental Service for Public Works	36.52
52459	Floor Mat Rental Service for Village Hal	31.25
TOTAL VENDOR DUSTCATCHERS & A LOGO MAT INC		135.54
VENDOR NAME: ELEVATOR INSPECTION SERVICES		
78996	440 Milwaukee_Elevator Inspection_August 2018	19.00
78916	16139 W Port Clinton_SHS_Elevator Plan Review a	80.00
TOTAL VENDOR ELEVATOR INSPECTION SERVICES		99.00

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 09/11/2018 - 09/24/2018
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ERIN RICE DESIGN		
08-01-2018	Phase One Lincolnshire Logo Design	2,400.00
TOTAL VENDOR ERIN RICE DESIGN		2,400.00
VENDOR NAME: EXTRA SPACE STORAGE		
09012018StorageFee	September 2018 Storage Fees for Special Event It	297.00
TOTAL VENDOR EXTRA SPACE STORAGE		297.00
VENDOR NAME: FEDEX		
629048382	BA/AED Suppliers - Police Dept.	10.32
630497900	Overnight ship test results to IEPA	63.13
TOTAL VENDOR FEDEX		73.45
VENDOR NAME: FIORE COMPANY		
323993	Flowers	147.00
324892	Flowers	38.25
TOTAL VENDOR FIORE COMPANY		185.25
VENDOR NAME: FIRST COMMUNICATIONS		
116504770	08 2018- T-1 Line	279.41
TOTAL VENDOR FIRST COMMUNICATIONS		279.41
VENDOR NAME: FIRST IMPRESSION INC.		
25492	Blzer Park - Basketball Court Colorcoating - 1 Court	4,300.00
TOTAL VENDOR FIRST IMPRESSION INC.		4,300.00
VENDOR NAME: FIRST MIDWEST BANK		
0818	08 2018 Lockbox Service	422.84
TOTAL VENDOR FIRST MIDWEST BANK		422.84
VENDOR NAME: GARVEY'S OFFICE PRODUCTS		
PINV1587852	Office Supplies	89.25
PINV1598611	Correction Tape, Scotch Tape, Letter Opener & Des	48.10
PINV1599713	Office Supplies	240.08
PNV1599742	Office Supplies	33.50
TOTAL VENDOR GARVEY'S OFFICE PRODUCTS		410.93
VENDOR NAME: GEWALT HAMILTON ASSOCIATES		
8A	ITEP STAGE II PHASE III - Professional Services	1,081.01
8B	ITEP STAGE II PHASE III - Professional Services	258.99
TOTAL VENDOR GEWALT HAMILTON ASSOCIATES		1,340.00
VENDOR NAME: GRAINGER, INC.		
9897442027	Gas & Diesel Island Replacement Partsand Nozzles	515.54
9895709526	Phone - North Park	123.00
9890111280	Hedge Trimmers	60.96
9890771216	Wire Loom	66.60
9889925161	Weed Whip Line & Face Nets	101.24
9891158892	Safety Gloves	56.34
9891418957	Gloves	37.56
TOTAL VENDOR GRAINGER, INC.		961.24
VENDOR NAME: GRAYBAR ELECTRIC COMPANY		
9305983062	Meade Electric Labor - LED Streetlight Upgrades	28,638.00
TOTAL VENDOR GRAYBAR ELECTRIC COMPANY		28,638.00
VENDOR NAME: GREEN ACRES LANDSCAPING		
2018-4639	Mowing Service for August	19,304.00
2018-4647	Village Hall - Restoration Job	380.00
TOTAL VENDOR GREEN ACRES LANDSCAPING		19,684.00
VENDOR NAME: HAMPTON, LENZINI AND RENWICK, INC.		
20181776	Lincolnshire Pedestrian Bridge Phase III - Professic	355.50

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 09/11/2018 - 09/24/2018
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: HAMPTON, LENZINI AND RENWICK, INC.		
	TOTAL VENDOR HAMPTON, LENZINI AND RENWICK, IN	355.50
VENDOR NAME: HAYES MECHANICAL LLC		
418789	Service Call for Cooling Issues - Village Hal	493.00
	TOTAL VENDOR HAYES MECHANICAL LLC	493.00
VENDOR NAME: HIGHLAND PARK, CITY OF		
009348-09-18	09/2018 Water Purchase 58668 cuft Metr 16033582	30,640.00
009297-09-18	09/2018 Water Purchase 11637 cuft Metr 70327541	9,174.87
	TOTAL VENDOR HIGHLAND PARK, CITY OF	39,814.87
VENDOR NAME: HOME DEPOT CREDIT SERVICES		
9569672	New Anti-Icing Machine Electrical Parts	12.40
4017937	Sink Hole Cover & Weeder	25.72
2018133	No Parking Signs for Police	51.75
9018469	Fast Setting Concrete	37.12
9081157	Sign Material	21.86
7016223	LED Lights	6.48
17182	Mounting Tape	9.24
4017884	Microfiber Towels, Lysol, Faucet Supplies	141.41
5015163	Sponges, Carpet Stain Remover, Painters Tools	55.68
4015362	Blacktop Patch	43.88
9015929	Caulk Gun & Painters Brushes	22.98
14525	Super Glue	29.85
7014873	Landscape Fabric	72.65
6014977	Power Cord & Extension Cord	24.51
5015154	Concrete & Blacktop - Street Repair	48.93
	TOTAL VENDOR HOME DEPOT CREDIT SERVICES	604.46
VENDOR NAME: ILLINOIS HOMICIDE		
Lincolnshire-Campo	ILHIA Annual Traininf Conference - Campobassc	225.00
	TOTAL VENDOR ILLINOIS HOMICIDE	225.00
VENDOR NAME: IMPERIAL SURVEILLANCE, INC.		
INV-004712	Service & Maintenance Plan for Building Camera Sy	327.00
	TOTAL VENDOR IMPERIAL SURVEILLANCE, INC.	327.00
VENDOR NAME: IN LIGHT PHOTO BOOTHS		
148	2018 Boo Bash In Light Photo_Booth Services	800.00
	TOTAL VENDOR IN LIGHT PHOTO BOOTHS	800.00
VENDOR NAME: INNER SECURITY SYSTEMS		
107740	Radio transmitter to fire dept - PW 10/1/18 - 12/31/	156.00
107773	Radio transmitter to fire dept - North Park Maint. Blc	156.00
107774	Radio transmitter to fire dept - NP Concession 10/1/	246.00
107775	Radio transmitter to fire dept - SLP 10/1/18 - 12/31,	246.00
107776	Radio transmitter to fire dept - VH 10/1/18 - 12/31/	156.00
	TOTAL VENDOR INNER SECURITY SYSTEMS	960.00
VENDOR NAME: INTERSTATE ALL BATTERY CENTER		
1903901017902	12Volt Batteries - Water Department	93.40
	TOTAL VENDOR INTERSTATE ALL BATTERY CENTER	93.40
VENDOR NAME: INTOXIMETERS		
606267	Repair PBT	248.50
	TOTAL VENDOR INTOXIMETERS	248.50
VENDOR NAME: IPRF		
46548	Workers Comp and Admin Fee- Nov	12,237.00
	TOTAL VENDOR IPRF	12,237.00
VENDOR NAME: J. G. UNIFORMS, INC.		
41572	Winter Coat and Liner - J. Gloede	262.76

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 09/11/2018 - 09/24/2018
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: J. G. UNIFORMS, INC.		
	TOTAL VENDOR J. G. UNIFORMS, INC.	262.76
VENDOR NAME: KINNUCAN COMPANY		
349405	Remove & Cut Stumps on Whitmore & Surrey	1,261.00
349406	205 Schelter - Stump Grind & Restore	2,856.00
	TOTAL VENDOR KINNUCAN COMPANY	4,117.00
VENDOR NAME: LAKE COUNTY DIV OF TRANSPORATION		
430025330	3rd Quarter Traffic Signal Maintenance	1,540.46
	TOTAL VENDOR LAKE COUNTY DIV OF TRANSPORATI	1,540.46
VENDOR NAME: LAKE COUNTY RECORDER OF DEEDS		
2018-00046365	Record Utility Easement 8/30/18	52.00
	TOTAL VENDOR LAKE COUNTY RECORDER OF DEEDS	52.00
VENDOR NAME: LALUZERNE & SMITH, LTD.		
August 2018	August 2018 Legal Services	3,386.25
	TOTAL VENDOR LALUZERNE & SMITH, LTD.	3,386.25
VENDOR NAME: LAW ENFORCEMENT TRAINING LLC		
09122018	LPD Portion of Reimbursement for Expenses to Prc	187.59
	TOTAL VENDOR LAW ENFORCEMENT TRAINING LLC	187.59
VENDOR NAME: LAWSON PRODUCTS INC		
9306085695	Stock Electrical Parts	807.41
	TOTAL VENDOR LAWSON PRODUCTS INC	807.41
VENDOR NAME: LEGACY PROJECT		
820221171	Communication Techniques Seminar & Membership	95.00
	TOTAL VENDOR LEGACY PROJECT	95.00
VENDOR NAME: LEXISNEXIS RISK SOLUTIONS		
1217074-20180831	August 2018 Internet & Phone Searches by Investig	106.50
	TOTAL VENDOR LEXISNEXIS RISK SOLUTIONS	106.50
VENDOR NAME: LINCOLNSHIRE RIVERWOODS FPD		
10260	Plan Review_625 Barclay_Willow Creek Tent Event	60.00
10255	Plan Review_4 Overlook Pt_ALIGHT Tent Event_P	60.00
	TOTAL VENDOR LINCOLNSHIRE RIVERWOODS FPD	120.00
VENDOR NAME: LINCOLNSHIRE VILLAGE-PETTY CASH		
09242018	09/24/18 Petty Cash Reimbursements	161.85
	TOTAL VENDOR LINCOLNSHIRE VILLAGE-PETTY CASH	161.85
VENDOR NAME: MAGID GLOVE & SAFETY		
1673620	Hard Hats for PW	135.72
	TOTAL VENDOR MAGID GLOVE & SAFETY	135.72
VENDOR NAME: MAGIDGLOVE.COM		
1665219	Gloves	169.27
	TOTAL VENDOR MAGIDGLOVE.COM	169.27
VENDOR NAME: MANKOFF INDUSTRIES		
4613	3 Year Spill Bucket Test	3,451.00
4602	Relocate Existing Leak Detection System to New B	10,337.75
	TOTAL VENDOR MANKOFF INDUSTRIES	13,788.75
VENDOR NAME: MARKHAM JOSHUA		
825600009975	Foor for Employee BBQ 9/14/18	149.06

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 09/11/2018 - 09/24/2018
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: MARKHAM JOSHUA		
	TOTAL VENDOR MARKHAM JOSHUA	149.06
VENDOR NAME: MCLETC		
18-138	Academy Uniform - Salkauskas	271.50
	TOTAL VENDOR MCLETC	271.50
VENDOR NAME: MCMASTER-CARR SUPPLY		
72320450	Backup Power Supply	165.27
	TOTAL VENDOR MCMASTER-CARR SUPPLY	165.27
VENDOR NAME: MEDWAY SERVICES, LLC		
29457	Dispose of Medical Waste - Evidence	79.00
	TOTAL VENDOR MEDWAY SERVICES, LLC	79.00
VENDOR NAME: MENARDS - LONG GROVE		
87089	Bolt	6.85
	TOTAL VENDOR MENARDS - LONG GROVE	6.85
VENDOR NAME: MENONI & MOCOGNI, IN		
1296521	Storm Sewer Repair - Rip Rap	144.00
1296767	Screened Red Rock	1,004.25
1295165	Storm Sewer Repair - Ring	28.00
	TOTAL VENDOR MENONI & MOCOGNI, IN	1,176.25
VENDOR NAME: MICHAEL MERANDA JR.		
183108	8/27/18 RVB/COW Mtg.	120.00
180709	9/4/18 ARB Mtg.	120.00
181409	9/10/18 RVB/COW Mtg. & 9/12/18 ZB Mtg	240.00
	TOTAL VENDOR MICHAEL MERANDA JR.	480.00
VENDOR NAME: MIDWEST METER INC.		
0103653-IN	Meters -Restock & Briarwood	6,833.07
0104349-IN	Meters	4,444.98
	TOTAL VENDOR MIDWEST METER INC.	11,278.05
VENDOR NAME: MOTOROLA SOLUTIONS - STARCOM21		
377277312018	Sept 2018 Starcom Monthly Use Rate	884.00
	TOTAL VENDOR MOTOROLA SOLUTIONS - STARCOM2	884.00
VENDOR NAME: MUNICIPAL GIS PARTNERS, INC.		
4209	GIS staffing and services - August	5,096.86
	TOTAL VENDOR MUNICIPAL GIS PARTNERS, INC.	5,096.86
VENDOR NAME: NAPA-SHERIDAN AUTO PARTS		
986241	Wire	65.41
986725	Diesel Exhaust Fluid	26.94
986661	Diesel Exhaust Fluid	86.94
987521	Squad Turn Signal Bulbs	2.66
	TOTAL VENDOR NAPA-SHERIDAN AUTO PARTS	181.95
VENDOR NAME: NEOPOST USA INC		
56067047	Sept-Nov 2018 Meter Rental	105.00
	TOTAL VENDOR NEOPOST USA INC	105.00
VENDOR NAME: NORTH SUBURBAN EMPLOYEE BENEFIT COO		
2018-08	August 2018 Medical Premiums	45,048.38
2018-10	October 2018 Dental Premiums	6,314.00
	TOTAL VENDOR NORTH SUBURBAN EMPLOYEE BENE	51,362.38
VENDOR NAME: NORTHWEST POLICE ACADEMY		
44-5-1-6f1d	NW Police Academy - Police Liability Training - Lec	25.00

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 09/11/2018 - 09/24/2018
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: NORTHWEST POLICE ACADEMY		
	TOTAL VENDOR NORTHWEST POLICE ACADEMY	25.00
VENDOR NAME: O'HERRON CO INC		
1847320-IN	Explorer Uniform Pants - Schneider	35.95
1848067-IN	Ballistic Vest Outer Carriers - Kreis	260.00
1848066-IN	Ballistic Vest Outer Carriers - Salahat	260.00
	TOTAL VENDOR O'HERRON CO INC	555.95
VENDOR NAME: PADDOCK PUBLICATIONS, INC.		
T4507733	Zoning Board Legal Notice for 09/12/2018_Small C	39.00
	TOTAL VENDOR PADDOCK PUBLICATIONS, INC.	39.00
VENDOR NAME: PAYLOCITY		
104296326	09/14/18 Pay Services	208.15
	TOTAL VENDOR PAYLOCITY	208.15
VENDOR NAME: PBA, INC./FLEXIBLE BENEFITS		
130397	September 2018 Record Keeping	200.00
	TOTAL VENDOR PBA, INC./FLEXIBLE BENEFITS	200.00
VENDOR NAME: PORTER LEE CORPORATION		
21118	BEAST Annual Software Support 10/18-09/19	1,299.00
	TOTAL VENDOR PORTER LEE CORPORATION	1,299.00
VENDOR NAME: PRI MANGEMENT GROUP		
5636	Crime Stats & UCR/NIBRS - Covelli, Anderson, Cutr	477.00
	TOTAL VENDOR PRI MANGEMENT GROUP	477.00
VENDOR NAME: QUICKET SOLUTIONS, INC		
235	E-Citation & E-Crash User & Admin Training - Quick	1,500.00
247	Zebra ZQ 520 AC Power Adapter	48.00
	TOTAL VENDOR QUICKET SOLUTIONS, INC	1,548.00
VENDOR NAME: QUILL CORPORATION		
9878928	Labels, File Folders, Dry Erase Board and Markers	112.12
	TOTAL VENDOR QUILL CORPORATION	112.12
VENDOR NAME: RC JUGGLE ENTERTAINM		
102618	2018 Boo Bash_RC Juggles Balloon Artist	375.00
	TOTAL VENDOR RC JUGGLE ENTERTAINM	375.00
VENDOR NAME: REINDERS, INC.		
1754573-00	North Park Z-Turn Mower Blades	72.43
	TOTAL VENDOR REINDERS, INC.	72.43
VENDOR NAME: RJN GROUP INC.		
322707	2018 Sanitary Sewer Program - Professional Servic	39,540.05
	TOTAL VENDOR RJN GROUP INC.	39,540.05
VENDOR NAME: ROBERT & SHERRY RALSTON		
B15-0024T	BD Tree Bond Refund - 213 Bramptor	3,150.00
	TOTAL VENDOR ROBERT & SHERRY RALSTON	3,150.00
VENDOR NAME: SAFARILAND GROUP		
I18-090203	Less Lethal Impact Munitions Training - Zange	275.00
	TOTAL VENDOR SAFARILAND GROUP	275.00
VENDOR NAME: SCHUBERT TENNIS		
1087	Balzer Park Tennis Ball Wall	5,935.00

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 09/11/2018 - 09/24/2018
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: SCHUBERT TENNIS		
	TOTAL VENDOR SCHUBERT TENNIS	5,935.00
VENDOR NAME: SENTRY LINK		
BE3P0E8D2288	Pre-Employment Criminal Background Check (Dave)	19.95
	TOTAL VENDOR SENTRY LINK	19.95
VENDOR NAME: SIMPSON M. E.		
32177	Valve turning program services	10,342.00
	TOTAL VENDOR SIMPSON M. E.	10,342.00
VENDOR NAME: SMITHEREEN PEST MGMT		
1826437	Pest control services - Public Works	96.00
1824752	Pest control services - Village Hall	65.00
1824751	Pest control services - 45 Londonderry	53.00
	TOTAL VENDOR SMITHEREEN PEST MGMT	214.00
VENDOR NAME: SPIRIT HALLOWEEN		
502293303	Boo Bash Items/Props	398.41
	TOTAL VENDOR SPIRIT HALLOWEEN	398.41
VENDOR NAME: STEVEN M. BIERIG		
18-95	Arbitration Hearing Cancellation	1,600.00
	TOTAL VENDOR STEVEN M. BIERIG	1,600.00
VENDOR NAME: STREICHER'S, INC.		
11329218	Ballistic Vest & Trauma Plate - Beale	833.00
11330047	Uniform Belts and Holster - Salkauskas	162.49
	TOTAL VENDOR STREICHER'S, INC.	995.49
VENDOR NAME: THE ACTORS GYMNASIUM		
000817	2018 Boo Bash_Stilt Walker_Juggler_2 hour walk ar	480.00
	TOTAL VENDOR THE ACTORS GYMNASIUM	480.00
VENDOR NAME: THE GREAT BOODINI MAGIC COMPANY		
2203	2018 Boo Bash_The Great Boodini Magic Juggling	350.00
	TOTAL VENDOR THE GREAT BOODINI MAGIC COMPAN	350.00
VENDOR NAME: THINGS REMEMBERED		
002 490100001 M	Econ Development Initiative_Blackdog Racing Ribb	37.00
	TOTAL VENDOR THINGS REMEMBERED	37.00
VENDOR NAME: TKG ENVIRONMENTAL SERVICES GROUPLLC		
10130	Street Sweeping for month of September	1,365.00
	TOTAL VENDOR TKG ENVIRONMENTAL SERVICES GR	1,365.00
VENDOR NAME: TRAFFIC CONTROL & PROTECTION INC.		
93799	Coakley - Street Sign	98.75
93782	Impact Recovery In Street Stop for Ped Sign	328.21
	TOTAL VENDOR TRAFFIC CONTROL & PROTECTION IN	426.96
VENDOR NAME: TRUGREEN		
90452309	Fall fertilization @ North Park	620.00
91307611	Fall fertilization @ 53 Lincolnshire	45.00
91307538	Fall fertilization @ Whitmore & Bramptor	170.00
91307536	Fall fertilization @ Whytegate Historical Site	60.00
91303201	Fall fertilization @ Whytegate Par	220.00
91293098	Fall fertilization @ Old Mill Park	200.00
91293097	Fall fertilization @ Westminster Median @ Rt 22	120.00
91290403	Fall fertilization @ Spring Lake Park	330.00
91293096	Fall fertilization @ Balzer Pie Shape Lot	55.00
91290144	Fall fertilization @ Public Works	165.00
91254934	Fall fertilization @ Buckingham & Riverwoods	75.00
91254806	Fall fertilization @ Bicentennial Park	225.00

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 09/11/2018 - 09/24/2018
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: TRUGREEN		
91238045	Fall fertilization @ Balzer Park	135.00
91307698	Fall fertilization @ Memorial Park	70.00
91290254	Fall fertilization @ 400 Milwaukee	45.00
TOTAL VENDOR TRUGREEN		2,535.00
VENDOR NAME: UNIVERSITY OF WISCONSIN		
470585	Managing Snow & Ice Control Operations Training -	995.00
TOTAL VENDOR UNIVERSITY OF WISCONSIN		995.00
VENDOR NAME: UPS STORE		
21236	Coroplast Signs - Town Hall Meeting	396.27
TOTAL VENDOR UPS STORE		396.27
VENDOR NAME: USA BLUE BOOK		
670156	60ft Float Switch - Liftstation	969.78
TOTAL VENDOR USA BLUE BOOK		969.78
VENDOR NAME: VERIZON WIRELESS		
9813766742	08 2018 Cell Phone Svc & Squad Laptops	1,951.01
TOTAL VENDOR VERIZON WIRELESS		1,951.01
VENDOR NAME: VERNON HILLS VILLAGE		
DSP-SEP18	September 2018 - Monthly Dispatch Service	25,541.67
TOTAL VENDOR VERNON HILLS VILLAGE		25,541.67
VENDOR NAME: WANG, XIN		
P38939	Refund Duplicate overpayment on parking ticket 38	50.00
TOTAL VENDOR WANG, XIN		50.00
VENDOR NAME: WAREHOUSE DIRECT WOR		
IN279815	Public Works Floor Machine	536.58
TOTAL VENDOR WAREHOUSE DIRECT WOR		536.58
VENDOR NAME: XYLEM WATER SOLUTION		
3556A29413	Londonderry Lift Station - Service Call/Repair	846.00
TOTAL VENDOR XYLEM WATER SOLUTION		846.00
VENDOR NAME: YOUR BLANKS		
20077646	Finance Door Hangers	83.62
TOTAL VENDOR YOUR BLANKS		83.62
VENDOR NAME: ZIZZO AUTO BODY		
896D91360362	Squad 110 Accident Repair Bill	3,335.24
TOTAL VENDOR ZIZZO AUTO BODY		3,335.24
GRAND TOTAL:		372,427.48

REQUEST FOR BOARD ACTION
Regular Village Board Meeting
September 24, 2018

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

Action Requested: 8.11 **Public Hearing** Regarding a Major Amendment to Westgate of Lincolnshire Planned Unit Development (PUD) to Install a Fence on the Route 22/Half Day Road Berm

8.12 Approval of an Ordinance Granting an Amendment to a Special Use for a Planned Unit Development for a Cluster Single-Family Residential Development to Provide for Exceptions for Fence Height, Location, and Materials (Waiver of First Reading Requested)

8.13 Approval of a Request for Permit Fee Waiver Per Section 5-3-2A of the Lincolnshire Village Code

Petitioner: Westgate of Lincolnshire Homeowners Association

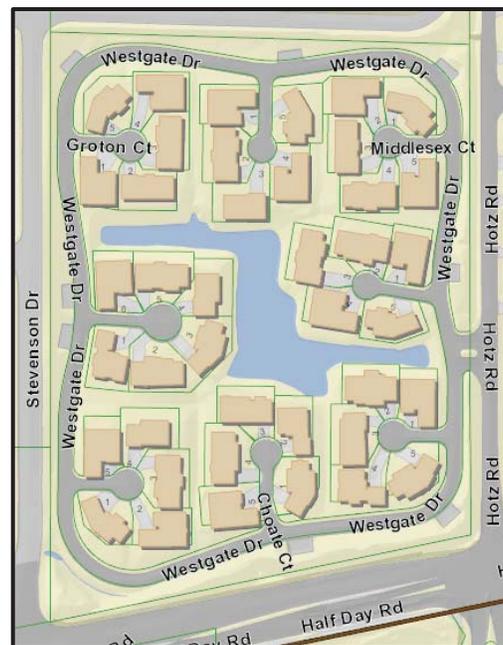
Originated By/Contact: Ben Gilbertson, Assistant Village Manager/CED Director

Referred To: Architectural Review Board

Background:

- The Westgate of Lincolnshire Homeowners Association (HOA) seeks the Village Board’s review and approval of the proposed installation of 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 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 above for reference.
- The request requires a Major Amendment to the Westgate of Lincolnshire Planned Unit Development (PUD). On August 27, 2018, The Village Board reviewed and referred the request to the Architectural Review Board (ARB) for design review and recommendation. During the preliminary evaluation meeting, the Board generally expressed support for the request and referred it to the ARB for design review and recommendation. At that meeting, several members of the Village Board inquired about the proposed fence materials as well as landscaping plans. Specifically, the

Figure 1: Westgate Subdivision



request requires a Major Amendment to the Westgate of Lincolnshire Planned Unit Development (PUD). On August 27, 2018, The Village Board reviewed and referred the request to the Architectural Review Board (ARB) for design review and recommendation. During the preliminary evaluation meeting, the Board generally expressed support for the request and referred it to the ARB for design review and recommendation. At that meeting, several members of the Village Board inquired about the proposed fence materials as well as landscaping plans. Specifically, the

Board asked the petitioner to consider installing a more “open” fence blended in with the landscaping, as opposed to the solid cedar board-on-board style proposed. Per Village Code, permitted fence materials along Half Day Road may be solid and “shall be constructed of wood with a natural wood finish.” The petitioner’s request is consistent with the already-installed fence on the north and west perimeter of the subdivision, which was installed during construction of the subdivision, well before the 2014 revisions to Title 6, Chapter 15 of the Village code (Fences and Screens). The current fence is substantially similar to the permitted traditional board and batten style solid wood fence. During the preliminary evaluation consideration, the petitioner assured the Village Board adequate landscaping would be provided between Route 22/Half Day Road and the fence to allow for year-round color and screening. Installation of the fence would cause minimal disruption to existing landscaping and trees.

- 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 6). 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’. The section along Route 22/Half Day Road would measure 293’ in length (see Document 6).
- The ARB reviewed the proposal at its September 4, 2018 meeting and provided a unanimous favorable recommendation with conditions (see Document 11). The conditions are as follows:
 - Petitioner would investigate both the path of the fence as well as the type of landscaping planted between the fence and Route 22/Half Day Road.
 - Petitioner would determine if the fence could undulate across the top of the berm and between existing vegetation. After consultation with staff and with a registered landscape architect, the petitioner indicates a desire to retain a straight-line path for the fence direction. Given the proximity of the Route 22/Half Day Road right-of-way to the berm, the height of the berm, and the likelihood of removing existing vegetation, fence undulation does not seem feasible (see Documents 7 and 8).
- In March 1981, the Village Board approved Ordinance No. 81-653-06 which included an annexation agreement and PUD approvals for the subject property. At that time, the SHS student body population was approximately 1,500 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.

Public Hearing – Major PUD Amendment:

- The Public Hearing is for 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 (see Document 6).
- 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. With respect to the plant species intended for the new landscaping, the petitioner has added several 6'-tall juniper evergreens to the landscape plan to provide additional height and screening to the fence upon installation. More than a dozen additional 30" junipers are also proposed to be planted, with maximum height estimated at 4-6' at maturity. The petitioner has also include several dozen deciduous shrubs and ornamental grasses that are salt-tolerant to withstand snow plowing along Route 22/Half Day Road. Boston Ivy is proposed to provide screening as well (see Document 9).
- 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 permitted by Village Code is substantially similar to the existing fence with the exception of the post end caps (see Document 6).
- For comparison, staff evaluated the fence along Route 22/Half Day Road between Riverwoods Road and Berkshire Lane, along the rear property line of 10 single-family homes. This fence was approved as a variation (construction of a fence on a berm) under Ordinance No. 01-1789-47, contingent upon the construction of the recreational path on the south side of Route 22/Half Day Road. The fence is 6' tall and cannot exceed 12' above the crown of Route 22/Half Day Road per the conditions of the ordinance. During a site visit on August 29, 2018, staff took pictures of the fence and landscaping (see Document 10). The fence material is substantially similar to the permitted traditional style solid wood fence with post end caps. Landscaping is provided between the fence and retaining wall. Using GIS technology, staff measured the length of the fence and calculated it at approximately 1,300'.
- A public hearing notice was published in the September 7, 2018 edition of the Daily Herald. The petitioner also provided certified notice to all property owners within a 250' radius of the property, as required by code (see Documents 3 and 5).
- The petitioner provided responses to the required PUD Findings of Fact (see Document 4). The Village Board must find each finding of fact has been satisfactorily addressed in order to approve the request.
- Attached is a draft ordinance, prepared by the Village Attorney (see Document 12).

Waiver of First Reading:

The petitioner requests a waiver of first reading for three reasons:

- 1) Review of the petitioner's application was postponed due to the Village's review of other petitions that had been submitted prior to Westgate's application;
- 2) The 2018-19 school year is underway, and pedestrian traffic to/from SHS is impacting the quality of landscaping on Westgate's southern berm, as well as quality of life for Westgate residents; and
- 3) Seasonal changes, and construction constraints dictate when the fence and corresponding landscaping could be installed.

Waiver of Internal Fees:

Westgate requests a waiver of internal fees related to the Village review of this proposal. Village Code Section 5-3-2A authorizes fee waivers of up to \$5,000 per project for non-profit organizations. The Westgate Homeowners Association provided verification of their non-profit status and has been determined eligible to receive a waiver (see Documents 14 and 15). The Village Board has previously granted similar fee waiver requests, including The Vernon Area Library District, Vernon Township, Stevenson High School, and the Lincolnshire-Riverwoods Fire Protection District. Fees waived for other units of government varied from \$100 to approximately \$4,300.

Recommendation:

1. A Public Hearing regarding a major PUD amendment;
2. Approval of an ordinance granting an amendment to the Westgate PUD for the proposed fence with exceptions regarding the fence height, location and materials; and
3. Waiver of internal fees related to Village review of the fence proposal.

Reports and Documents Attached:

- Document 1: Cover letter from the Westgate of Lincolnshire Homeowners Association, dated September 17, 2018.
- Document 2: Planning and Zoning Application, dated June 25, 2018.
- Document 3: Certificate of public hearing notification publication in the September 7, 2018 edition of the Daily Herald.
- Document 4: Notification of Public Hearing Affidavit and corresponding address list, dated September 12, 2018.
- Document 5: Previously-submitted visual exhibits.
- Document 6: Newly-submitted visual exhibits.
- Document 7: Letter from Marco Romani, Registered Landscape Architect, regarding the proposed fence path and landscaping plans.
- Document 8: Revised landscape plan.
- Document 9: Photos of the fence along Route 22/Half Day Road between Riverside Drive and Berkshire Lane.
- Document 10: Unapproved minutes from the September 4, 2018 ARB meeting.
- Document 11: Draft ordinance, prepared by the Village Attorney.
- Document 12: Title 6, Chapter 15 of the Village Code (Fence and Screens).
- Document 13: Westgate fee waiver request, dated August 20, 2018.
- Document 14: Westgate of Lincolnshire Homeowners Association Corporation File Detail Report.

Meeting History	
Committee of the Whole Meeting – Preliminary Evaluation:	August 27, 2018
Architectural Review Board:	September 4, 2018
Regular Village Board Meeting – Public Hearing:	September 24, 2018

Westgate of Lincolnshire
8 Dartmouth Court
Lincolnshire, IL 60069

September 17, 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,

This letter expresses Westgate's 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 code exceptions for fence height, fence style and placement of the fence on a berm. Details will be provided below. This letter largely repeats our initial application letter of August 16 but has corrections and additional material pertaining to our meeting with the Lincolnshire ARB on September 4, 2018.

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 to extend our fence.

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 manner of construction for the extension.

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' in from the IL-22 ROW (as agreed with Walter Dittrich). The fence will be 6' high except for a transitional segment at the location where it joins the existing 8' fence, and will be constructed in 8'w sections, except for a 10' section crossing over the location of a water main (as agreed with Walter Dittrich), and a few 6'w 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' height 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.

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, most of the existing shrubs and ground covers are already within the 5' fence setback and will be on the street side of the fence. However, we recognize the need for additional salt resistant landscaping, which will be described separately (See Revised Landscape Plan).

In response to an ARB concern, we have again modified our landscape plan to include more upright junipers that grow to 6'. These will supplement the extensive use of sea green junipers, which will grow to 4' height. In addition, there will be an overhang of foliage at the top of the fence provided by existing large spruce trees.

We ask the Village Board to notice that for 25 years Westgate has maintained its southern berm, along with our east berm and interior landscaping, in a manner that we and the Village of Lincolnshire can take pride in. We will be equally diligent with respect to the landscaping added in support of this fence extension.

OTHER ARB ITEMS AND CODE EXCEPTIONS:

Three issues have been raised requiring code exceptions. We believe that all three proposed code exceptions are reasonable and of minimal impact. These are fence on berm, fence style, and fence height.

A fence on berm code exception 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. As the North Elevation View shows, the top of the fence will be nearly level, varying less than 24 inches in height across its entire 319' length. For this reason, we believe the effect of the berm is small and the code exception should be allowed. We also note that there is another location 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.

At the ARB meeting of 9/4/2018 one ARB member suggested that we investigate the possibility of a fence "undulating" in and out on the berm rather than being straight as proposed. With our landscape contractor

we have studied this and find it to be unfeasible for several reasons. First, the amount of undulating space is limited by the utility easement on the highway side and the height of the berm on the Westgate side, which climbs rapidly beyond the 5' setback. There is not much space for undulation. Secondly, the profusion of mature trees seen in Exhibit E (North Elevation View) are in the space just behind the 5' setback. Building an undulating fence amongst them would require removal of some of these trees. Thirdly, the height of the berm behind the 5' setback would cause the top of an undulating fence to be quite high (easily exceeding 12' height above the sidewalk) in some of its inward undulations, which would create a high vertical footprint that would be difficult to shield with landscaping. Finally, due to the variations of berm slope and presence of many mature trees such an undulating fence would have to be designed "on the spot" during installation and predicting the aesthetic appeal of the outcome would be difficult. Please refer to the letter from our licensed landscape architect, Marco Romani of The Arrow Shop.

A fence height code exception is requested for a small part (58' out of 319') of the fence extension. For the 26' angled section where the fence will pass behind the Westgate sign the 8' height of the existing fence needs to be maintained evenly across for aesthetic consistency. See document "Elevation View of Angled Section." Then, the next four fence sections (32' total) need to exceed the 6' height limitation as they transition the height from 8' to 6' in a manner which will not draw attention. This is because positioning the transition at the point shown allows the berm rise to absorb the change at the bottom of the fence while the top of the fence remains level. These four variant sections will be 8', 7.5', 7', and 6.5' in height. Please look at the lower left of the "North Elevation View" document to see how this will be done. If instead the transition took effect immediately the top of the fence would droop before climbing back, which is undesirable. We believe the transition described, with a nearly level fence top will be much more aesthetically pleasing.

A fence style code exception is requested to allow continuation of the existing fence style to the extension. This style is similar to the "Traditional Board and Batten" style, except that it has no post end caps and has a small amount of arch at the top of each section. We do not argue whether this style is better or worse than the Village-approved choices, but we respectfully suggest that maintaining style consistency would be aesthetically preferable to changing style mid-fence, which would more likely be noticed.

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,

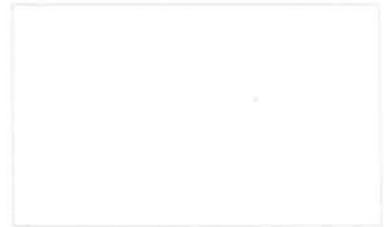
Gordon Grote (Acting VP, Special Projects), (847) 612-6728

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

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

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Mayor and Board of Trustees of the Village of Lincolnshire will conduct a Public Hearing on Monday, September 24, 2018, during the Regular Village Board meeting, beginning at 7:00 P.M., or as soon thereafter as practical, in the Meeting Room of the Lincolnshire Village Hall, One Olde Half Day Road, Lincolnshire, Illinois to consider a major amendment to a Planned Unit Development, with exceptions for fence height, location, and materials for installation of a fence on berm within the Westgate subdivision. The petitioner is Westgate of Lincolnshire Homeowners Association. All interested persons present at the Public Hearing will be given an opportunity to be heard. Interested parties may also submit written evidence or testimony in advance to the Community and Economic Development Department. The above indicated public hearing may be continued from time to time and without further notice, on the motion of the Village Board of Trustees.

/s/ Barbara Mastandrea, Village Clerk
 Village Board, Village of Lincolnshire
 Published in Daily Herald September 7, 2018 (4508721) 09/07/18

CERTIFICATE OF PUBLICATION**Paddock Publications, Inc.****Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, North Aurora, Bannockburn, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Crystal Lake, Deerfield, Deer Park, Des Plaines, Elburn, East Dundee, Elgin, South Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Franklin Park, Geneva, Gilberts, Glenview, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Highland Park, Highwood, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Bluff, Lake Forest, Lake in the Hills, Lake Villa, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Melrose Park, Montgomery, Morton Grove, Mt. Prospect, Mundelein, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Riverwoods, Rolling Meadows, Rosemont, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake Park, Schaumburg, Schiller Park, Sleepy Hollow, St. Charles, Streamwood, Sugar Grove, Third Lake, Tower Lakes, Vernon Hills, Volo, Wadsworth, Wauconda, Waukegan, West Dundee, Wheeling, Wildwood, Wilmette

County(ies) of Cook, Kane, Lake, McHenry
 and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

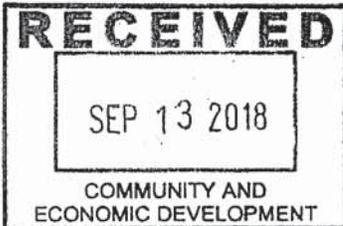
I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published September 7, 2018 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
 DAILY HERALD NEWSPAPERS

BY Laula Baltz
 Authorized Agent

Control # 4508721



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, Robert Barnhill, hereby certify under penalty of perjury as follows:

1. That on the 6 day of September, 2018, such day being not less than 15 days before the hearing so described, affiant caused to be mailed, through certified or registered mail, return receipt requested, in the Post Office of Buffalo Grove, IL, 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 8 Dartmouth Court, 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]
Signature

Subscribed and sworn to before me

this 12 day of Sep, 2018.

[Signature]
Notary Public



Document 4

Batch	PIN	btn_busnam Owner Last Name	btn_first Owner 1 First Name	btn_mi OtherNames	bta_nu Mail	bta_bta_name Mail Street	bta_bta_ bta_city Mail City	bta_state Mail State	bta_zip Mail Zip
B4	1515304025	KRAUT	LAWRENCE E &	DALIA	3	EXETER	CT LINCOLNSHIRE	IL	60069-2107
B1	1515304022	MALHOTRA	RAKESH		4	EXETER	CT LINCOLNSHIRE	IL	60069-2107
C21	1515304029	EDUARD KHUTORNY & NATALIYA KHUTORNA			4	NORTHFIELD	CT LINCOLNSHIRE	IL	60069
D35	1515304033	SUYUTO TANDIO & YULIANA HERMANTO			3	CHOATE	CT LINCOLNSHIRE	IL	60069-2109
C20	1515304026	GUSTAFSON	ROBERT W &	LILLIAN S	3	NORTHFIELD	CT LINCOLNSHIRE	IL	60069-2111
B3	1515304024	BURLAND	GAIL		2	EXETER	CT LINCOLNSHIRE	IL	60069-2107
D34	1515304034	HUIXIN FEI & WENLI JING			2	CHOATE	CT LINCOLNSHIRE	IL	60069
C1	1515304021	PRATT	JOSEPH O &	SHERYL L	5	EXETER	CT LINCOLNSHIRE	IL	60069-2107
C19	1515304027	WERNER	EDWARD	& PAIGE	2	NORTHFIELD	CT LINCOLNSHIRE	IL	60069-2111
D29	1515304036	MS JILL B ESKO			2	ANDOVER	CT LINCOLNSHIRE	IL	60069
D35	1522105004	FLETCHER	GLYNN &	MARYSIA	4	CHOATE	CT LINCOLNSHIRE	IL	60069-2109
C22	1515304030	MARK W PETERSON, TRUSTEE			5	NORTHFIELD	CT LINCOLNSHIRE	IL	60069-2111
C10	1515304012	THAU	BONNIE		3	HOTCHKISS	CT LINCOLNSHIRE	IL	60069-2113
D30	1515304035	G CHECHELNITSKIY & G CHECHELNITSKAYA			3	ANDOVER	CT LINCOLNSHIRE	IL	60069-2110
B2	1515304023	IRENE M YARIGIN, TRUSTEE			1	EXETER	CT LINCOLNSHIRE	IL	60069
C2	1515304020	SCHOLL	ARNOLD N &	JOYCE	6	EXETER	CT LINCOLNSHIRE	IL	60069-2107
D41	1515304032	YUN	JUHYE		4	DARTMOUTH	CT LINCOLNSHIRE	IL	60069-2108
C11	1515304014	SILVESTRI	LAWRENCE J & JESSICA M		4	HOTCHKISS	CT LINCOLNSHIRE	IL	60069-2113
C18	1515304028	ERKUN YAN & TAO XUE			14	CORNELL	DR LINCOLNSHIRE	IL	60069
D33	1522105006	RICHARDS	CHARLES &	BY-HER	1	CHOATE	CT LINCOLNSHIRE	IL	60069-2109
D28	1515304037	ZELEN	SANDRA		1	ANDOVER	CT LINCOLNSHIRE	IL	60069
C9	1515304011	GLASER	ANDREW &	CENA	2	HOTCHKISS	CT LINCOLNSHIRE	IL	60069-2113
D31	1522105007	ANNY FIRMAN & JINLIN WANG			4	ANDOVER	CT LINCOLNSHIRE	IL	60069-2110
C16	1515304018	KEKST	LARRY	& NANCY E	4	MIDDLESEX	CT LINCOLNSHIRE	IL	60069-2112
D37	1522105005	GORDON F GROTE, TRUSTEE			5	CHOATE	CT LINCOLNSHIRE	IL	60069
C4	1515304009	CHUN	KOO	CHON & CHUN, BOK	2	GROTON	CT LINCOLNSHIRE	IL	60069
D40	1522105003	GALASINSKI	JAMES &	MELANIE F	3	DARTMOUTH	CT LINCOLNSHIRE	IL	60069-2108
B5	1515304031	LEON	JACK	J	5	DARTMOUTH	CT LINCOLNSHIRE	IL	60069-2108
C15	1515304017	ROGULL	SUE	L	3	MIDDLESEX	CT LINCOLNSHIRE	IL	60069-2112
D32	1522105008	KLEIMAN	DANY		5	ANDOVER	CT LINCOLNSHIRE	IL	60069
C5	1515304007	THE BARRY LAMDEN TRUST			3	GROTON	CT LINCOLNSHIRE	IL	60069
C17	1515304019	MOJSIC	SLAVICA		5	MIDDLESEX	CT LINCOLNSHIRE	IL	60069-2112
D39	1522105002	BARNHILL	ROBERT		318 W	HALF DAY	RD BUFFALO GROVE	IL	60089-6547
C12	1515304013	SHVARTSMAN	PAVEL R &	ALLA	5	HOTCHKISS	CT LINCOLNSHIRE	IL	60069-2113
C3	1515304008	KLINGHOFER	ISRAEL		1	GROTON	CT LINCOLNSHIRE	IL	60069-2106
C8	1515304010	WOLFSON	KENNETH	M	1	HOTCHKISS	CT LINCOLNSHIRE	IL	60069
C14	1515304015	SHVARTSMAN	RAFAIL		2	MIDDLESEX	CT LINCOLNSHIRE	IL	60069-2112
C6	1515304006	JOSHI	SHAILESH P &	PRAJAKTA S	4	GROTON	CT LINCOLNSHIRE	IL	60069-2106
D38	1522105001	BALACHANDRAN	SURESH		1	DARTMOUTH	CT LINCOLNSHIRE	IL	60069-2108
C13	1515304016	LI LIU & HEPING WANG			1	MIDDLESEX	CT LINCOLNSHIRE	IL	60069-2112
C7	1515304005	ZHAN YE & QIN QIN			5	GROTON	CT LINCOLNSHIRE	IL	60069-2106
D20	1515303012	BENESCH	DONALD	A	6	HOTZ	RD LINCOLNSHIRE	IL	60069-2829
B11	1515303013	FREY	ERNEST	J	224 S	ROSE	AVE PARK RIDGE	IL	60068-3730
D12	1515303040	MALPEKAR	NILESH &	RATNANGI	10	HOTZ	RD LINCOLNSHIRE	IL	60069-2829
A3	1521200006	BOARD OF EDUCATION/SCHOOL DISTRICT 125			1	STEVENSON	DR LINCOLNSHIRE	IL	60069-2824
B10	1515303035	KELLEHER	KEVIN A &	EILEEN M	8	HOTZ	RD LINCOLNSHIRE	IL	60069-2829
D13	1522107001	MILLBROOK BUSINESS CENTER			485 E	HALF DAY	RD STE BUFFALO GROVE	IL	60089-8806

Document 4

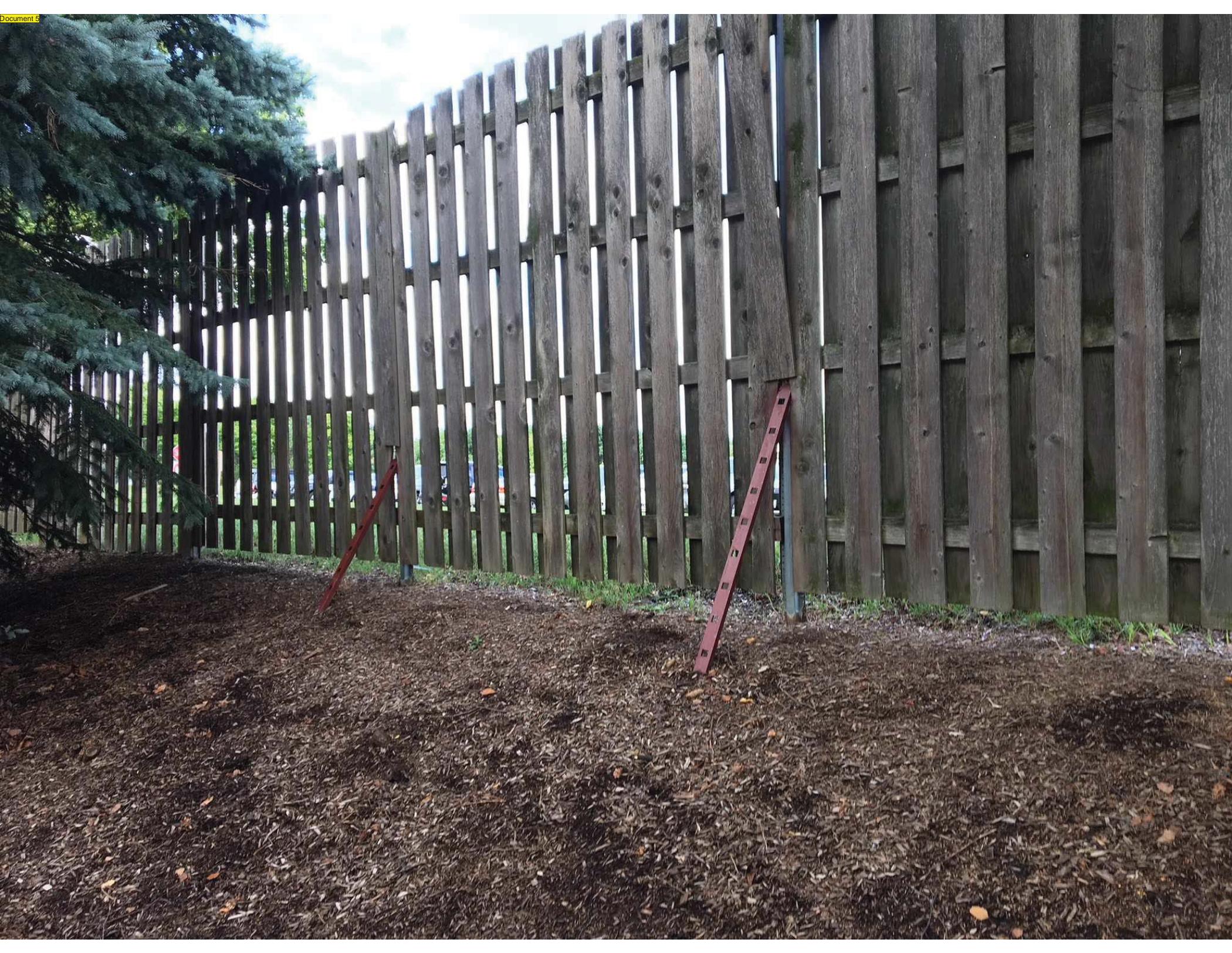
B27	1515303014	LINCOLNSHIRE ANIMAL HOSPITAL			420	HALF DAY	RD	LINCOLNSHIRE	IL	60069
B12	1515303037	LAI	WARREN W &	CHING CHEN CHU C	2	ABBEY RD		LINCOLNSHIRE	IL	60069-2830
B30	1515303041	NEWMAN	JACK L &	CHRISTY A	3	ABBEY	RD	LINCOLNSHIRE	IL	60069-2830
B25	1522100020	AMERITECH - ILLINOIS			1010	PINE	ST	SAINT LOUIS	MO	63101-2070
B13	1515303038	MESHULAM	LOUIS		4	ABBEY	RD	LINCOLNSHIRE	IL	60069
A2	1522108008	MILLBROOK II LLC			485 E	HALF DAY	RD STE	BUFFALO GROVE	IL	60089-8806
B24	1515300015	CONSOLIDATED HIGH SCHOOL DIST 125			1	STEVENSON	DR	LINCOLNSHIRE	IL	60069-2824
A15	1522106067	MILLBROOK IV, LLC			485 E	HALF DAY	RD STE	BUFFALO GROVE	IL	60089-8806
D22	1521200005	BOARD OF EDUCATION/SCHOOL DISTRICT 125			1	STEVENSON	DR	LINCOLNSHIRE	IL	60069-2824
D26	1515303007	GRANICZNY	REMIGIUSZ & BARBARA		23153 N	HOTZ	RD	PRAIRIE VIEW	IL	60069-2816
A6	1516400007	BOARD OF EDUCATION/SCHOOL DISTRICT 125			1	STEVENSON	DR	LINCOLNSHIRE	IL	60069-2824
A4	1521207033	2502 PALAZZO DRIVE LLC			6720 N	SAINT LOUIS	AVE	LINCOLNWOOD	IL	60712-3728
D14	1521207031	CABALLEROS	DONNA	M	2498	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
B31	1521207024	YAPP	JAMES &	BEALIEN	1846	CRENSHAW	CIR	VERNON HILLS	IL	60061-1242
B8	1521207022	WANG	AMY HUEI MEI		2480	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
D1	1521207017	CABRERA	PACITA	B	2460	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
B32	1521207068	CHERNYAVSKIY	SERGEY		2442	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
B7	1521207048	LAU	STEPHAN	K	2414	PALAZZO	DR	BUFFALO GROVE	IL	60089-4675
B29	1521207050	MALISSETY	SUBRAMANYAM		2402	PALAZZO	DR	BUFFALO GROVE	IL	60089-4675
B33	1521207064	RABINSKY	IGOR &	SOFIA	2454	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
B6	1521207063	GREGG	PETER &	LAURA	2452	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
D10	1521207062	VASLAMANI	SRINIVAS		2450	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
B34	1521207061	MUROVANNY	ALEXANDER		20405 N	WEATHERSTONE RD		KILDEER	IL	60047-8538
B9	1521207023	M KILIOUR & V MUTHAIYA			2482	PALAZZO	CT UNIT	BUFFALO GROVE	IL	60089-4677
D11	1521207025	PREETI D TUPSAKHARE			2486	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
A1	1521207030	ALCHAMMAE	IZDIHAR		14997	WALNUT	DR	DEERFIELD	IL	60015-3570
B16	1521207032	FRIEDMAN	MORY & BARBARA		4601 W	TOUHY	AVE APT	LINCOLNWOOD	IL	60712-1686
B14	1521207040	CAO	XINGZHI		2434	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
D25	1521207042	ZHANG	JOSEPH	C	2420	PALAZZO	DR	BUFFALO GROVE	IL	60089-4675
B18	1521207049	MINGQUAN LIANG & LEI WANG			2416	PALAZZO	DR UNIT	BUFFALO GROVE	IL	60089
B17	1521207051	DEAL	CATHERINE		2404	PALAZZO	DR	BUFFALO GROVE	IL	60089-4675
B15	1521207056	BRADLEY R MALIS & HOPE MALIS			2396	PALAZZO	DR	BUFFALO GROVE	IL	60089-4674
B21	1521207057	MISHRA	ARVIND	& SATYA PRABHA	2398	PALAZZO	DR	BUFFALO GROVE	IL	60089-4674
B19	1521207060	WEINBERGER	MARTIN	J	2474	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
B23	1521207065	ANAND	ALOK		2456	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
A14	1521207058	DEBAJYOTI NAYAK & SWATI PATTANAIAK			2470	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
A12	1521207047	NARAYANAN	SANKARA & USHA		485 E	THORNHILL	LN	PALATINE	IL	60074-7080
A11	1521207046	SUKUMARAN	ASHOK		2410	PALAZZO	DR	BUFFALO GROVE	IL	60089-4675
A9	1521207045	MAH	TIMOTHY &	NATASHA	2426	PALAZZO	DR	BUFFALO GROVE	IL	60089-4675
A8	1521207044	TILLIE T SACHS, TRUSTEE			2424	PALAZZO	DR	BUFFALO GROVE	IL	60089-4675
D15	1521207029	NAMESAKE	FRANZESE		560	NEW JEWELL M/ RD		BLAIRSVILLE	GA	30512-1833
D17	1521207028	CARLSON	PAMELA		2492	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
D19	1521207027	FLEISHER	MARIANNE	S	2490	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
B28	1521207026	BARTELL	STEVEN A &	JUDITH B	2488	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
D3	1521207043	MINNIE	ANTON	& LYDIA	2422	PALAZZO	DR	BUFFALO GROVE	IL	60089
B20	1521207059	R JAYARAMAN,V CHANDRAMOULI &S KANDASAMY			4	SUNSET	CT	HAWTHORN WOODS	IL	60047-7712
B22	1521207041	VERMA	RAKESH &	ALKA	10320	GRANDVIEW	SQ	JOHNS CREEK	GA	30097-2598
A13	1521207018	JANARTHANAM	VASEEKARAN		2462	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
A10	1521207019	KIM	SEON	HWA	2464	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677

Document 4

A7	1521207020	CISNEROS	MARVA	C	2466	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
D16	1521207021	HANSEN	MARK	D	2468	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
D18	1521207034	FRIEDMAN	BARBARA		4601 W	TOUHY	AVE APT	LINCOLNWOOD	IL	60712-1686
D2	1521207035	ANNY FIRMAN & JINLIN WANG			4	ANDOVER	CT	LINCOLNSHIRE	IL	60069-2110
D5	1521207036	2508 PALAZZO DRIVE LLC			219	WILLIAM	ST	BENSENVILLE	IL	60106-3324
D8	1521207038	CHICAGO TITLE LAND TRUST CO			10 S	LASALLE	ST STE	CHICAGO	IL	60603
D9	1521207039	MARIASENGOLE	JEROME	A	2432	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
D7	1521207052	VIJAY WANI & PREETI WANI			2406	PALAZZO	DR	BUFFALO GROVE	IL	60089-4675
A5	1521207053	MOON	BONGJOO		2408	PALAZZO	DR	BUFFALO GROVE	IL	60089-4675
D24	1521207054	GREGORY J OSTER, TRUSTEE			2392	PALAZZO	DR	BUFFALO GROVE	IL	60089-4674
D6	1521207055	S KODEBOYINA K KOTTE			2394	PALAZZO	DR	BUFFALO GROVE	IL	60089-4674
D21	1521207069	XUEFENG BAI & YAO CHEN			2444	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
B26	1521207070	FUNDAKOWSKI	ARTHUR	P	2446	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
D4	1521207066	FERRARO	RENEE		2458	PALAZZO	CT	BUFFALO GROVE	IL	60089
D23	1521207067	KUDLOWITZ	MATTHEW M &	EFRAT	2440	PALAZZO	CT	BUFFALO GROVE	IL	60089-4677
D27	1515304004	WESTGATE OF LINCOLNSHIRE HOME OWNER			8	DARTMOUTH	CT	LINCOLNSHIRE	IL	60069
Note: the following 3 notifications were not mailed because the addressee (Westgate HOA) and address are exact duplicates of PIN 1515304004 on the line above										
Duplicate	1515304001	WESTGATE OF LINCOLNSHIRE HOME OWNER			8	DARTMOUTH	CT	LINCOLNSHIRE	IL	60069
Duplicate	1515304003	WESTGATE OF LINCOLNSHIRE HOME OWNER			8	DARTMOUTH	CT	LINCOLNSHIRE	IL	60069
Duplicate	1515304002	WESTGATE OF LINCOLNSHIRE HOME OWNER			8	DARTMOUTH	CT	LINCOLNSHIRE	IL	60069



WESTGATE
OF LINCOLN HIRE









WEST
OF LINC

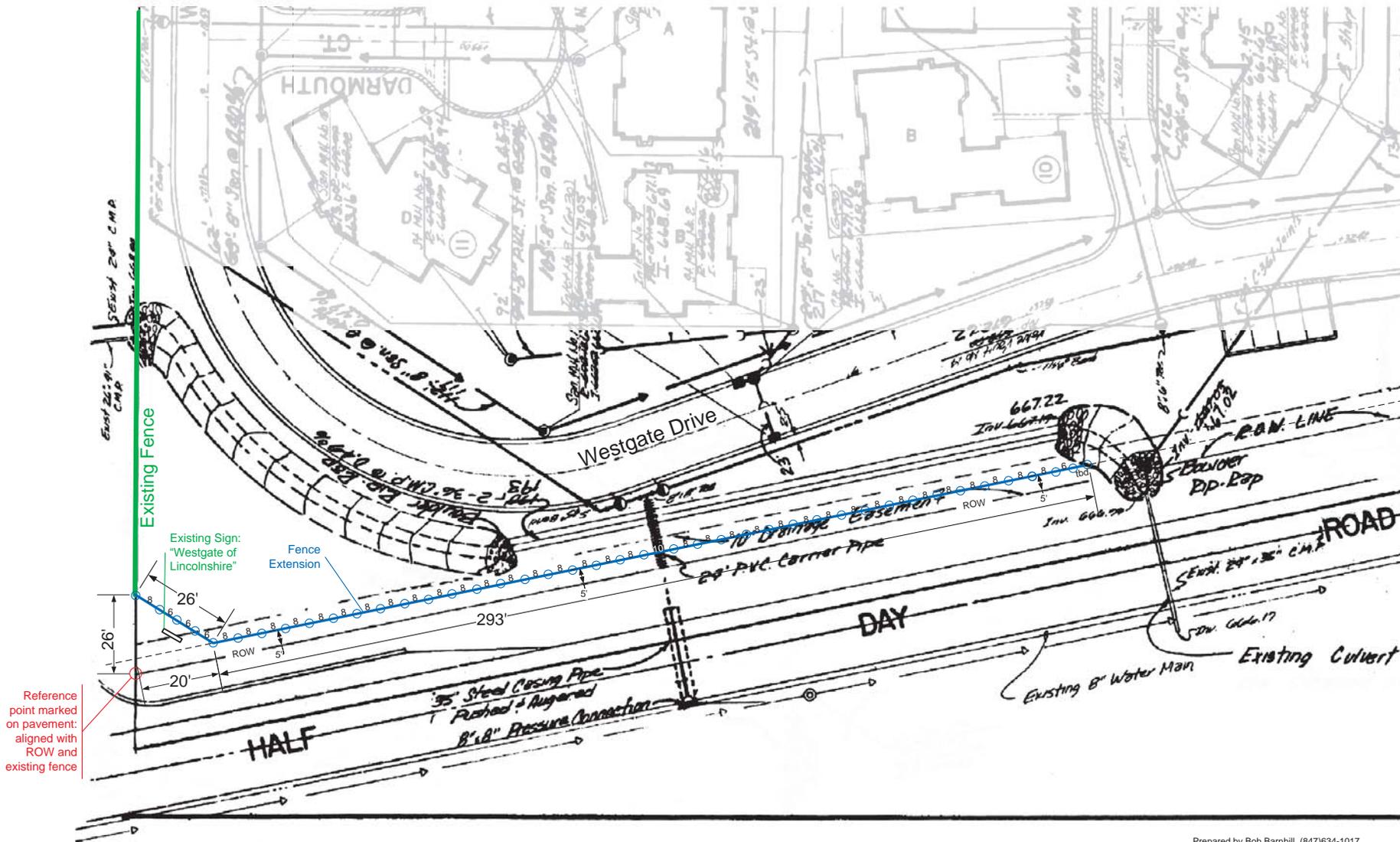
Westgate of Lincolnshire

Proposed Fence Extension: Elevation View of Angled Section



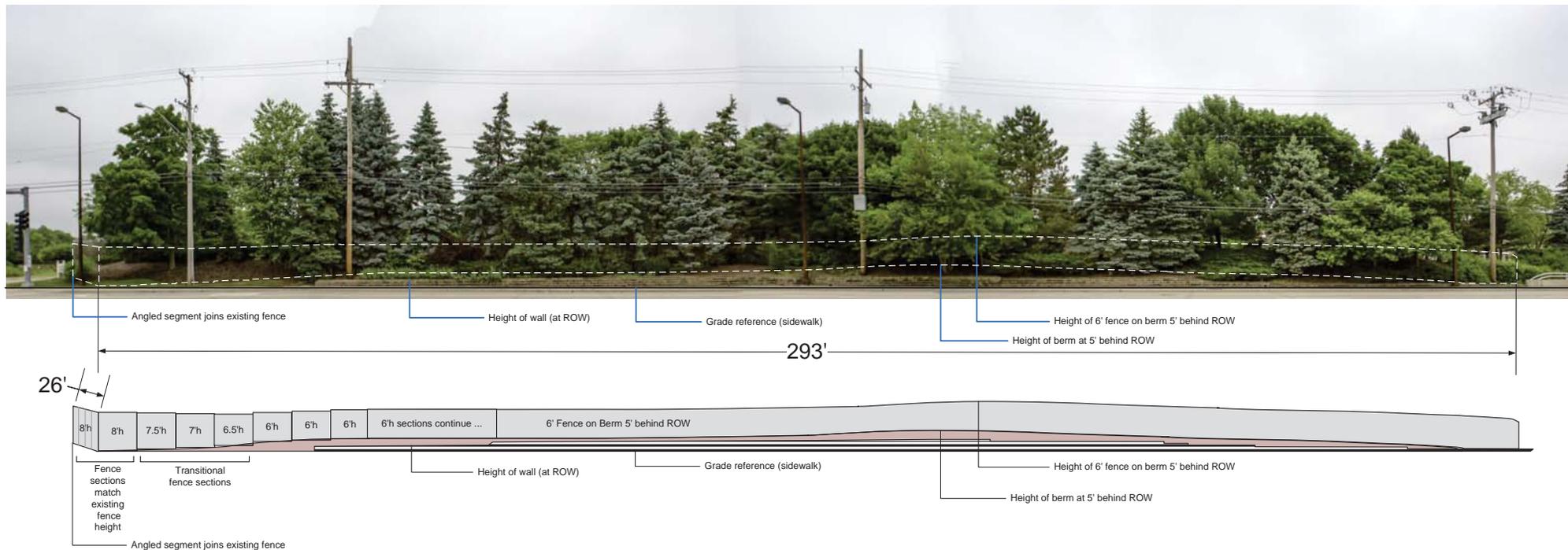
Westgate of Lincolnshire

Proposed Fence Extension: Plan View



Westgate of Lincolnshire

Proposed Fence Extension: North Elevation View











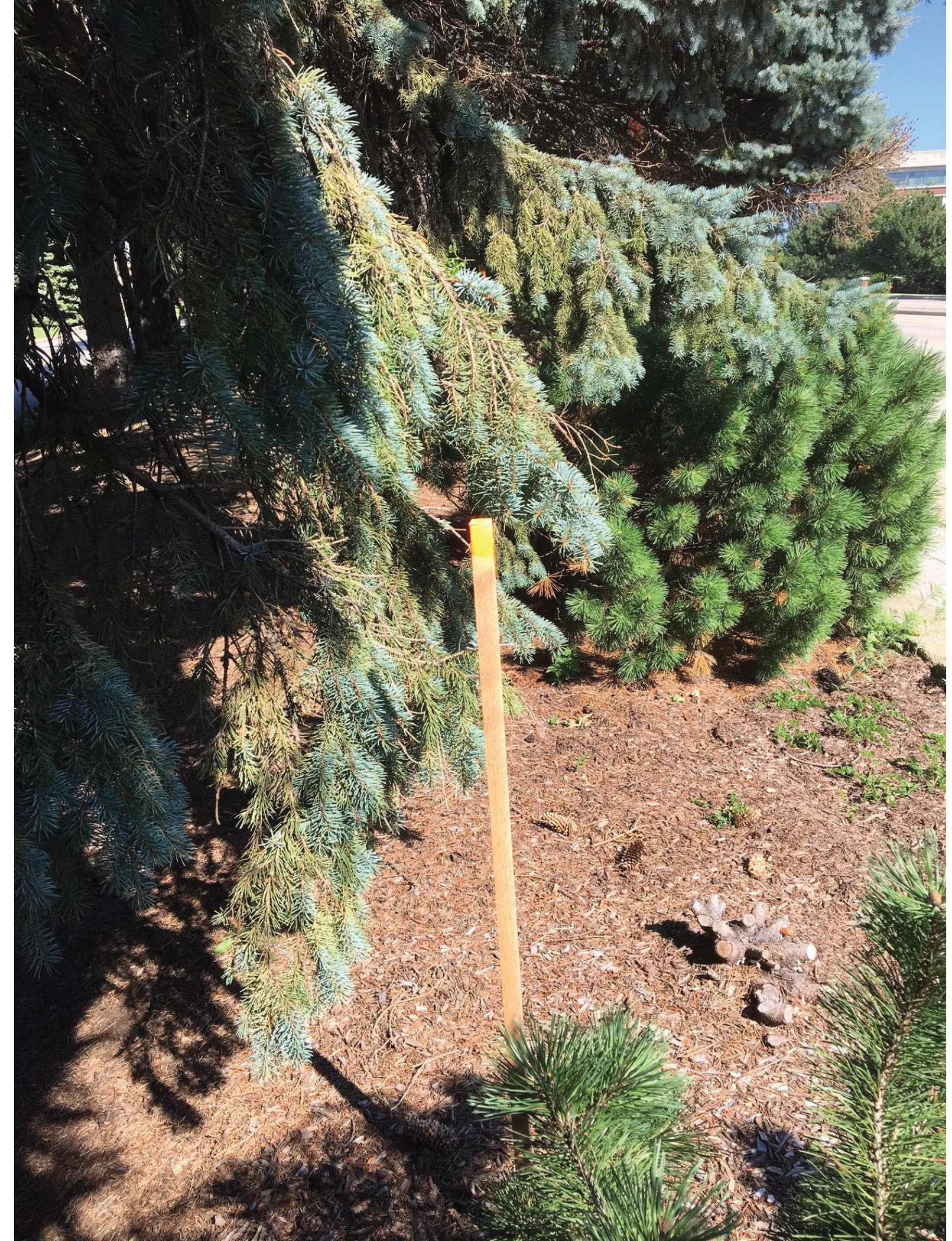


















The Arrow Shop Ltd.
DBA: Arrow Land + Structures

9/17/2018

To Whom It May Concern,

As it pertains to the proposed fence and plantings on the Westgate berm stretch along Route 22, we have explored various design options through an extensive internal process. We have explored different style iterations, different fence routes, and various planting schemes. The latest plan that we have submitted, dated 9/4/2018, represents the best layout for the fence given the location of the existing vegetation along the berm. The fence is proposed as a straight run and is set back 5' from the asphalt path. This configuration will provide the least intrusive route. Any other location or direction of fence would require tree and shrub removal which would be highly undesirable both to the Westgate residents as well as to the Lincolnshire community.

As it pertains to vertical evergreen coverage requested by the board – It is my professional experience that the proposed Sea Green Junipers will grow to 4'-6'ht. upon maturity. We also have added several 6'ht. Iowa Upright Junipers to gain additional vertical evergreen coverage. These reach approximately 10'ht. at maturity.

If you have any questions regarding this matter, please feel free to contact me at 847-634-9545.

Sincerely,

A handwritten signature in black ink, appearing to read "Marco Romani".

Marco Romani, RLA
Registered Landscape Architect, State of Illinois
LIC #157.001382

Principal
Arrow. Land + Structures

WESTGATE OF LINCOLNSHIRE

18155

RT.22 (HALF DAY RD)
LINCOLNSHIRE, IL

THESE DRAWINGS ARE INSTRUMENTS OF PROFESSIONAL SERVICE. AS SUCH, THEY MAY NOT BE COPIED OR REPRODUCED IN PART OR IN WHOLE BY ANY ONE WITHOUT EXPRESS WRITTEN PERMISSION FROM ARROWS LAND+STRUCTURES. THESE DRAWINGS ARE AND SHALL REMAIN THE EXCLUSIVE PROPERTY OF ARROWS LAND+STRUCTURES. ALL RIGHTS RESERVED. COPYRIGHT 2018.



50 LAKEVIEW PARKWAY
SUITE 107
VERNON HILLS, IL 60061

PROPOSED PLAN

ISSUED FOR REVIEW

REVISIONS	
ISSUED	08/07/2018
REV. 1 (INT)	08/30/2018
REV. 2 (INT)	08/31/2018
REV. 3 (INT)	08/31/2018
REV. 4 (PER. VILLAGE)	09/07/2018
DATE	09/07/2018

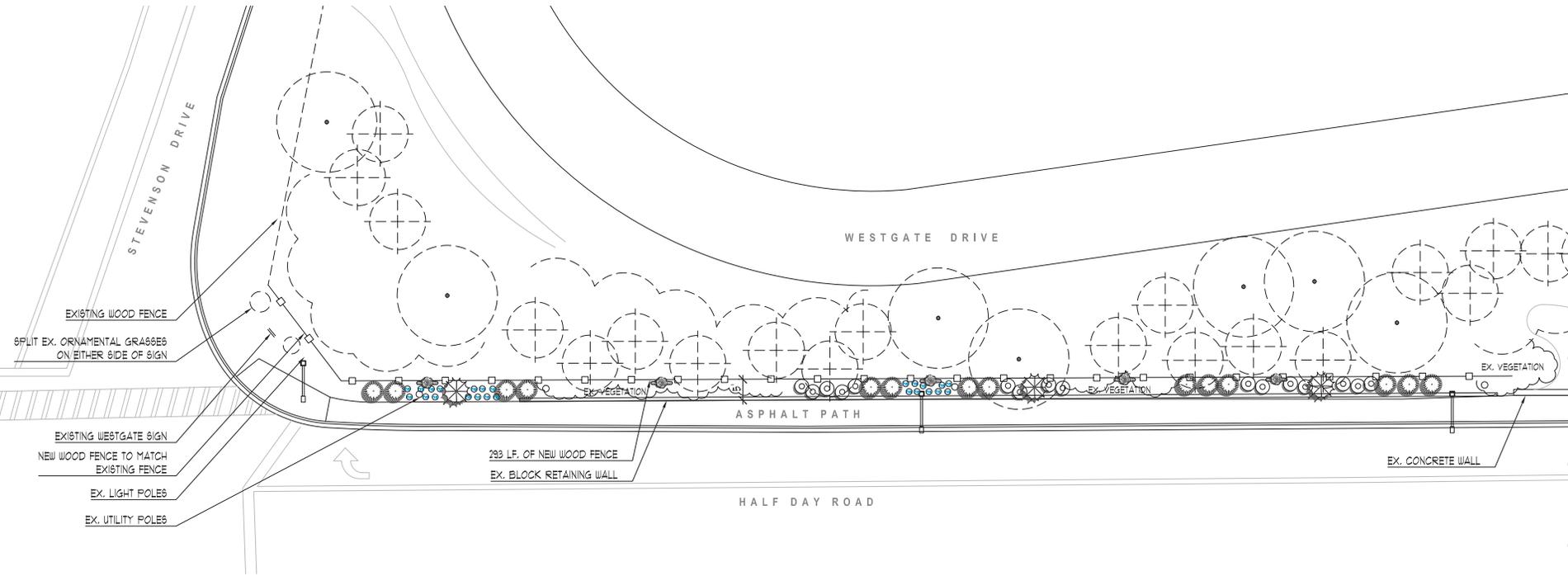
DESIGN AND CRAFTSMANSHIP OF INSPIRING ARCHITECTURAL ENVIRONMENTS

- SITE ARCHITECTURE
- CONSTRUCTION
- MAINTENANCE

P 847.634.9545 F 847.631.8461
MULTI@ARROWSHQ.COM



L-01



PLANT SCHEDULE

DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL NAME	SIZE	REMARKS
	HA	16	Hydrangea arborescens 'Amabelle' Amabelle Hydrangeas	5 gal.	CG
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME	SIZE	REMARKS
	JOU	3	Juniperus chinensis 'Lous' Lous Upright Juniper	6' HT.	B4B
	JC	14	Juniperus chinensis 'Sea Green' Sea Green Juniper	30' HT.	B4B
PERENNIALS/ORNAMENTAL GRASSES	CODE	QTY	BOTANICAL NAME	SIZE	REMARKS
	hs	24	Hemerocallis 'Stella D'Oro' Stella D'Oro Daylily	1 gal.	CG
VINES	CODE	QTY	BOTANICAL NAME	SIZE	REMARKS
	PTG	5	Parthenocissus tricuspidata 'Green Showers' Green Showers Boston Ivy	3 gal.	CG, STAKED

Photos of the Fence along Route 22/Half Day Road between Riverside Drive and Berkshire Lane (taken on August 29, 2018)

Figure 1: perspective looking eastward along Route 22/Half Day Road



Figure 2: perspective looking westward along Route 22/Half Day Road



Figure 3: apex of the berm (corner nearest to Berkshire Lane)





UNAPPROVED Minutes of the regularly scheduled **ARCHITECTURAL REVIEW BOARD** held on Tuesday, September 4, 2018 in the Public Meeting Room of the Village Hall, One Olde Half Day Road, Lincolnshire, IL.

PRESENT: Chairperson Kennerley, Members Baskin, McCall, Tapia and Santosuosso

ABSENT: Trustee-Liaison Hancock and Members Jensen and Orzeske.

ALSO PRESENT: Tonya Zozulya, Economic Development Coordinator and Ben Gilbertson, Assistant Village Manager/Director of Community and Economic Development

CALL TO ORDER: **Chairperson Kennerley** called the meeting to order at 7:02 p.m.

1.0 ROLL CALL

The roll was called by **Tonya Zozulya, Economic Development Coordinator**. **Chairperson Kennerley** declared a quorum to be present.

2.0 APPROVAL OF MINUTES

2.1 Approval of the May 31, 2018 Minutes of the Architectural Review Board.

Member Tapia moved and **Member McCall** seconded the motion to approve the minutes as written for the May 31, 2018 Architectural Review Board. The motion passed unanimously by voice vote.

3.0 ITEMS OF GENERAL BUSINESS

3.1 Consideration and Discussion 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 Homeowners Association).

Ben Gilbertson, Assistant Village Manager/CED Director summarized the proposal sought by the Westgate Lincolnshire Homeowners Association of a major amendment to the PUD to install a fence along Half Day Road/Route 22, noting the concern the homeowner's association has raised in regards to Stevenson school pedestrian traffic impact on the Westgate residents. The fence as proposed per Westgate Lincolnshire Homeowners association would include:

- Increase in fence height from maximum permitted 6 ft. to 8 ft.
- Placement of the fence on the berm, following the contours of the berm.
- Installation of a board and batten style solid wood fence which does not include post end caps as required by code.



Gordon Grote, Acting VP, Special Projects Westgate Board of Directors addressed the Board noting the student population at Stevenson has increased to more than 4,000 currently. He noted the existing berm at Stevenson Drive and Route 22 is very low; they are dealing with students and parents parking illegally in Westgate during school hours and other functions, cutting across the berm to get to the school. He stated the homeowners association seeks to cut off the flow of pedestrians across the southern edge of the berm by extending the fence approximately 319 feet along the southern boundary perpendicular to Route 22. The fence would be located 5 ft. back from the right-of-way and would be same style as the existing original installed fence. No trees will be removed; some trimming of trees and additional landscaping will be needed. He added the Westgate Homeowners Association has been diligent in maintaining the existing landscaping and berms for the past 25 years and will be equally diligent with the new fence, berm and landscaping along the southern border if the Village approves this amendment.

In response to questioning by **Chairperson Kennerley** about the pedestrian traffic, **Gordon Grote** replied it occurs throughout the day, but with greater traffic before and after school; much from Hotz Road with students parking in those driveways and cutting through the Westgate southern berm to get to school. **Member McCall** asked if they considered a metal fence. **Gordon Grote** replied the association wanted to keep the fence similar with the existing fence. **Bob Barnhill, Westgate Homeowners Association Treasure**, noted the landscaping was planted 25 years ago and has grown into a forest; students like to cut through it as the canopy is high enough to allow pedestrian passage.

Member Baskin noted Westgate has a wonderful green belt around the perimeter but disagreed with the lower plant materials being of any significance to screen the fence as proposed and the "wall effect" of a solid fence. **Member Baskin** asked if they considered a fence that is not so linear and would undulate between the existing trees. **Gordon Grote** disagreed with Member Baskin, saying he felt the Village is asking them to meet a standard no one else along Route 22 has to meet and reiterated they are committed to building a fence and high quality landscaping. **Member Baskin** said the fence is a solution, but not the best solution; this is why the Village has an Architectural Review Board. **Bob Barnhill** addressed the suggestion of an undulating fence; noting they have right-of-way, utility, and setback issues which need to be taken into consideration. In addition, **Bob Barnhill** noted there are height issues with the berm; adding an undulating fence may not look right. **Member Baskin** said he would like to see the fence capture the beauty of the existing trees and keep them as a feature versus putting the fence in front of the trees. He suggested substituting the low juniper bushes with taller species and incorporate an undulating pattern for the fence. **Bob Barnhill** noted they have to deal with salt during winter which is why the plants shown on the plans were selected. In response to the petitioners saying they are considering for a screen, **Member Santosuosso** commented ivy may cause some decay issues with the wood so they should take into consideration.



Member McCall moved the Architectural Review Board to recommend to the Village Board their approval of the proposed fence height, material, and location, as well as landscaping for the Westgate of Lincolnshire Homeowners Association, with the cover letter dated August 30, 2018, subject to staff's recommendation and further subject to the Architectural Review Boards suggestions of an undulating fence between the trees and/or addition of taller landscaping material to complement the existing material that exists with the ultimate desire to soften the fence and make it the right scale along Half Day Road.

Gordon Grote requested clarification on the motion, noting his association has a budget to adhere to for the fence, and asked if they do an undulating fence on the berm which results in a higher fence, would they have to come back to this board for another height variation. **Chairperson Kennerley** stated they are suggesting if the Association can, with staff supervision, look at potentially weaving the fence in between the trees and maybe only on a couple of sections. **Gordon Grote** said they would work with their landscaper and Village staff for alternatives to a straight linear fence. **Chairperson Kennerley** noted this Board is also suggesting some additional plant materials in addition to the day lilies and hydrangea which will be dormant in the winter to supplement. **Cheryl Pratt of Westgate Homeowners Association** came forward; she said their landscaper had concerns about taller type plants growing up into the trees; they also grouped some species together for height and also have to take into consideration roadway salt in winter. **Member Baskin** suggested Red Twig Dogwood as a good contrast against the fence and to maintain a softer visual. **Tonya Zozulya** stated staff will review alternatives to the fence with the homeowners association; it will be reviewed by the Village Board at a hearing for final consideration.

Motion seconded by Member Tapia. Motion passed unanimously by voice vote.

3.2 Consideration and Discussion of a Petition for a Major Amendment to Lincolnshire Marketplace Planned Unit Development (PUD) to Permit Front-Lit Illumination for Existing Wall Signs on Culver's Restaurant Building at 405 Milwaukee Avenue (Culver's of Lincolnshire).

Tonya Zozulya, Economic Development Coordinator, stated Culver's has appeared before this board a few times since 2016. At that time of the initial design and approval, the three existing wall signs were approved to be externally lit with LED lights; photos of which were included in the packet. She stated Culver's indicated to the Village nighttime customer volume is not where it should be. She noted the comments received by Culver's and from customers stated the existing sign at night makes it look like the business is closed; hence the request from Culver's for the major amendment to the Lincolnshire Marketplace PUD. She added staff suggested changing to a backlit sign which is permitted by code, but Culver's indicated this would still not meet their requirements. The Village Board did review this proposal and were favorable in terms of sign illumination change. **Tonya Zozulya** said she also completed a

**VILLAGE OF LINCOLNSHIRE
LAKE COUNTY, ILLINOIS**

ORDINANCE NO. 18-_____

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE
FOR A PLANNED UNIT DEVELOPMENT FOR A CLUSTER SINGLE FAMILY
RESIDENTIAL DEVELOPMENT TO PROVIDE FOR EXCEPTIONS FOR FENCE
HEIGHT, LOCATION, AND MATERIALS
(WESTGATE SUBDIVISION)**

WHEREAS, on March 10, 1981, the Village of Lincolnshire enacted Ordinance No. 81-653-06 which authorized the Special Use for a Planned Unit Development for a Cluster Single Family Residential Development, (the “Westgate Ordinance”), which Westgate Ordinance governs the development of the Westgate subdivision; and

WHEREAS, Westgate of Lincolnshire Homeowners Association (the “Applicant”) filed an application for an amendment to the Westgate Ordinance (“PUD Application”) to permit exceptions for fence height, location, and materials for installation of a fence on the berm along the southerly boundary of the Westgate subdivision; and

WHEREAS, the Architectural Review Board (ARB) held a public meeting on September 4, 2018, regarding the PUD Application; and

WHEREAS, the aforesaid public meeting was held pursuant to legal notice and all persons desiring an opportunity to be heard were given such opportunity at such public meeting; and

WHEREAS, the ARB has heretofore submitted to the Mayor and Board of Trustees its recommendations related to the PUD Application; and

WHEREAS, the Village Board held a public hearing on September 24, 2018, on the PUD Application, legally described and depicted on **Exhibit “A”** attached hereto; and

WHEREAS, the aforesaid public hearing was held pursuant to legal notice as required by law, including but not limited to notice of public hearing published in the Daily Herald on September 7, 2018, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

WHEREAS, the Corporate Authorities duly considered the evidence and testimony elicited during the public hearing and the recommendation of the ARB; and

WHEREAS, the Corporate Authorities have concluded that the PUD Application, subject to and in conformance with the terms and conditions of this Ordinance, will be beneficial to the Village, will further the development of the subject property, and will otherwise enhance and promote the general welfare of the Village and the health, safety and welfare of the residents of the Village.

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

Section 1. Recitals.

A. The Mayor and Board of Trustees hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this Ordinance. Such recitals are hereby incorporated into and made a part of this Ordinance as though they were fully set forth herein. The Mayor and Board of Trustees further direct and intend that this Ordinance shall be liberally construed so that the purpose and intent represented by the recitals shall be accomplished to the greatest extent permitted by law.

B. The Applicant's findings of fact described in the PUD Application, attached hereto as **Exhibit B**, are herein incorporated by reference as the findings of this Board to the same effect as if fully recited herein at length. All references in the findings and

recommendations are made the references of the Mayor and Board of Trustees of the Village of Lincolnshire.

Section 2. Second Amendment to Westgate Ordinance.

A. **Future References.** From and after the effective date of this Ordinance, all references to the Westgate Ordinance, as amended, shall be deemed to mean the Westgate Ordinance, as amended by this Ordinance. All provisions of the Westgate Ordinance that are not in express conflict herewith are hereby affirmed and shall remain in full force and effect.

B. **Special Use Amendment.** Subject to the conditions of approval described in Section 3, the Westgate Ordinance is hereby revised by granting exceptions for fence height, location, and materials for installation of a fence on the berm along the southerly boundary of the Westgate subdivision.

Section 3. Conditions of Approval. Approval of the PUD Application and the relief herein described is all expressly made subject to compliance with the following conditions:

A. Proposed landscape plan, prepared by Arrow Land & Structures, dated September 7, 2018, and fence design plans prepared by the Westgate Homeowners Association, attached hereto as **Exhibit C.**

Section 4. Consents. By signing the acknowledgement and accepting the terms and conditions of this Ordinance, Applicant knowingly and voluntarily waive, for themselves and their successors and assigns, any and all claims against the Village, its elected and appointed officers, employees and agents, of whatever kind, nature and amount, resulting from the limitations on the development applied by Section 2 and 3 of this Ordinance. Notwithstanding the foregoing, nothing in this Ordinance shall be deemed to waive the ability for Applicant, or its

successors and assigns, to petition the Village, from time to time, for other and further zoning and subdivision approvals.

Section 5. Superseding Effect. The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent of any conflicts. Except for the foregoing limitation, the development of the Subject Property remains subject to the Westgate Ordinance and all terms and conditions of applicable codes and ordinances of the Village of Lincolnshire including, without limitation, zoning ordinances, building codes, subdivision regulations and regulations concerning the construction and design of public improvements.

Section 6. Penalties. Any person violating the terms and conditions of this Ordinance shall be subject to a penalty not exceeding Five Hundred Dollars (\$500.00) with each and every day that the violation of the Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees. This section shall not apply to the Village of Lincolnshire, its officials, agents or employees.

Section 7. Effective Date; Assent. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance shall not take effect until a true and correct copy of this Ordinance is executed by the Westgate of Lincolnshire Homeowners Association. Delivery to the Village of a copy of this Ordinance, as so executed, shall take place not later than sixty (60)

days after the passage and approval of this Ordinance by the Corporate Authorities or within such extension of time as may be granted by the Corporate Authorities by motion.

PASSED this ____th day of _____, 2018, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ____th day of _____, 2018.

Elizabeth J. Brandt, Mayor

ATTEST:

Barbara Mastandrea, Village Clerk

Published by me in pamphlet form

this ____th day of _____, 2018.

EXHIBIT A

LEGAL DESCRIPTION AND PLAT OF SURVEY

Legal: Lots 1 Through 41 in Westgate of Lincolnshire, Being A Subdivision of Part Of The Southwest Quarter Of Section 15 And Of The Northwest Quarter of Section 22, Township 43 North, Range 11, East Of The Third Principal Meridian, According To the Plat Thereof, Recorded October 10, 1989 As Document Number 2839411 In Lake County, Illinois.

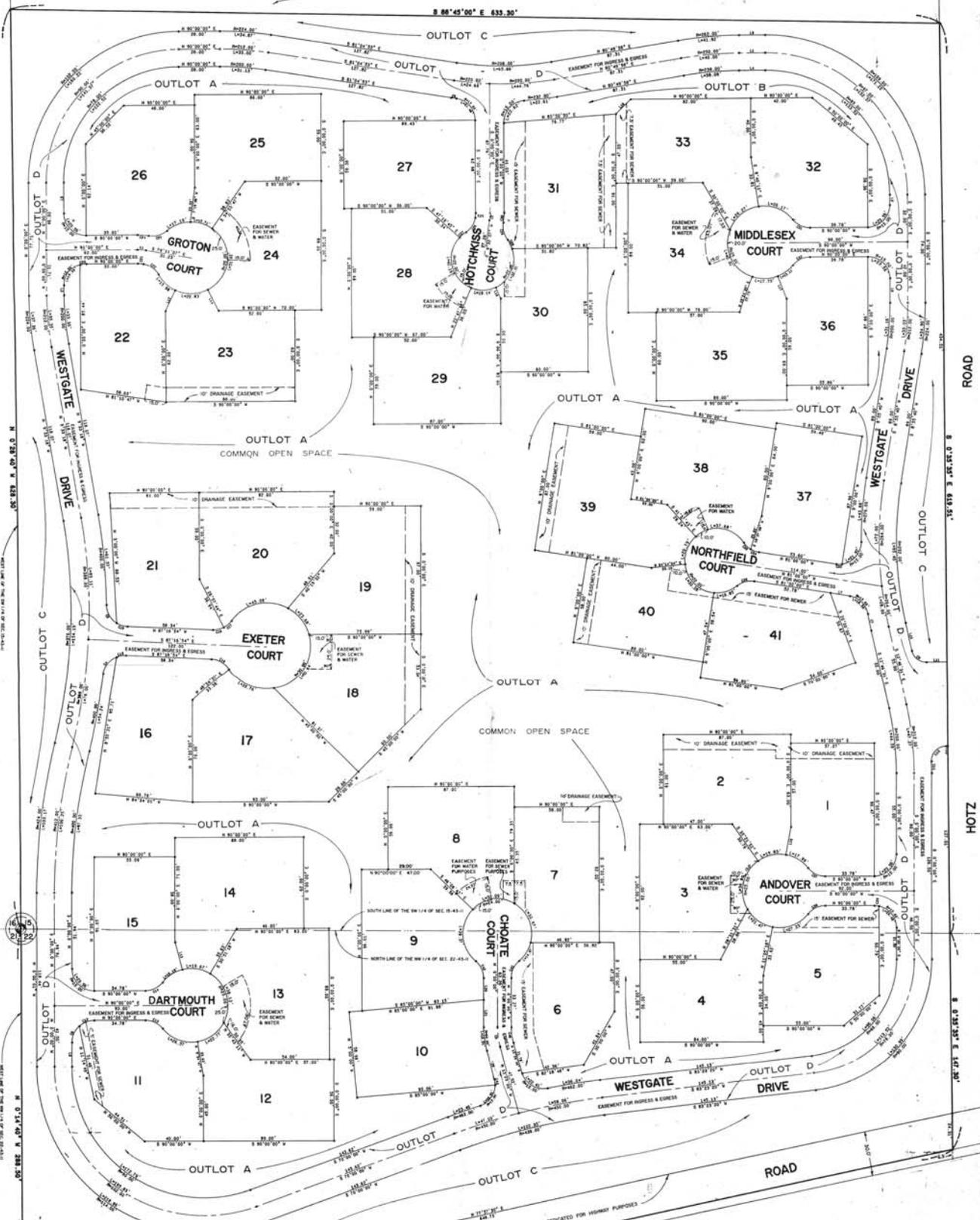
Community Area: Outlots A, B, C, and D in Westgate of Lincolnshire. Being A Subdivision of Part Of The Southwest Quarter Of Section 15 And Of The Northwest Quarter of Section 22, Township 43 North, Range 11, East Of The Third Principal Meridian, According To the Plat Thereof, Recorded October 10, 1989 As Document Number 2839411 In Lake County, Illinois.

WESTGATE OF LINCOLNSHIRE

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15 AND OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; AND RANGING THENCE SOUTH 88 AND THIRTYEIGHTH DEGREE EAST 8.53 CHAINS; THENCE SOUTH 30 MINUTES WEST 42.25 CHAINS TO A STAKE; THENCE SOUTH 79 DEGREES WEST 8.15 CHAINS TO A POINT 4.37 CHAINS SOUTH OF THE CORNER OF SECTIONS 14, 15, 21, AND 22; AND THENCE NORTH 30 MINUTES EAST TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF LYING NORTH OF A LINE WHICH IS 2024.30 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 15, AS MEASURED ALONG THE WEST LINE OF SAID QUARTER SECTION); IN LAKE COUNTY, ILLINOIS.

EXCEPTION

S 88°45'00" E 632.30'



WESTGATE DRIVE

HOTZ ROAD

DAY ROAD

HALF

LOT	AREA	PERCENT
LOT 1	1.25	3.05
LOT 2	1.25	3.05
LOT 3	1.25	3.05
LOT 4	1.25	3.05
LOT 5	1.25	3.05
LOT 6	1.25	3.05
LOT 7	1.25	3.05
LOT 8	1.25	3.05
LOT 9	1.25	3.05
LOT 10	1.25	3.05
LOT 11	1.25	3.05
LOT 12	1.25	3.05
LOT 13	1.25	3.05
LOT 14	1.25	3.05
LOT 15	1.25	3.05
LOT 16	1.25	3.05
LOT 17	1.25	3.05
LOT 18	1.25	3.05
LOT 19	1.25	3.05
LOT 20	1.25	3.05
LOT 21	1.25	3.05
LOT 22	1.25	3.05
LOT 23	1.25	3.05
LOT 24	1.25	3.05
LOT 25	1.25	3.05
LOT 26	1.25	3.05
LOT 27	1.25	3.05
LOT 28	1.25	3.05
LOT 29	1.25	3.05
LOT 30	1.25	3.05
LOT 31	1.25	3.05
LOT 32	1.25	3.05
LOT 33	1.25	3.05
LOT 34	1.25	3.05
LOT 35	1.25	3.05
LOT 36	1.25	3.05
LOT 37	1.25	3.05
LOT 38	1.25	3.05
LOT 39	1.25	3.05
LOT 40	1.25	3.05
LOT 41	1.25	3.05

LINE	BEARING	DISTANCE
LINE 1	S 88°45'00" E	632.30'
LINE 2	S 30°00'00" E	42.25'
LINE 3	S 79°00'00" W	8.15'
LINE 4	N 30°00'00" E	8.53'
LINE 5	S 88°45'00" E	632.30'
LINE 6	S 30°00'00" E	42.25'
LINE 7	S 79°00'00" W	8.15'
LINE 8	N 30°00'00" E	8.53'
LINE 9	S 88°45'00" E	632.30'
LINE 10	S 30°00'00" E	42.25'
LINE 11	S 79°00'00" W	8.15'
LINE 12	N 30°00'00" E	8.53'
LINE 13	S 88°45'00" E	632.30'
LINE 14	S 30°00'00" E	42.25'
LINE 15	S 79°00'00" W	8.15'
LINE 16	N 30°00'00" E	8.53'
LINE 17	S 88°45'00" E	632.30'
LINE 18	S 30°00'00" E	42.25'
LINE 19	S 79°00'00" W	8.15'
LINE 20	N 30°00'00" E	8.53'
LINE 21	S 88°45'00" E	632.30'
LINE 22	S 30°00'00" E	42.25'
LINE 23	S 79°00'00" W	8.15'
LINE 24	N 30°00'00" E	8.53'
LINE 25	S 88°45'00" E	632.30'
LINE 26	S 30°00'00" E	42.25'
LINE 27	S 79°00'00" W	8.15'
LINE 28	N 30°00'00" E	8.53'
LINE 29	S 88°45'00" E	632.30'
LINE 30	S 30°00'00" E	42.25'
LINE 31	S 79°00'00" W	8.15'
LINE 32	N 30°00'00" E	8.53'
LINE 33	S 88°45'00" E	632.30'
LINE 34	S 30°00'00" E	42.25'
LINE 35	S 79°00'00" W	8.15'
LINE 36	N 30°00'00" E	8.53'
LINE 37	S 88°45'00" E	632.30'
LINE 38	S 30°00'00" E	42.25'
LINE 39	S 79°00'00" W	8.15'
LINE 40	N 30°00'00" E	8.53'
LINE 41	S 88°45'00" E	632.30'

NOTE: ALL EASEMENTS FOR INGRESS & EGRESS ARE "OUTLOT D"

22-43-11 TR 230

EXHIBIT B
FINDINGS OF FACT

FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENT

Westgate of Lincolnshire Homeowners Association ("**Applicant**") – Proposed Extension of Fence near the Southwest Corner of the Westgate of Lincolnshire PUD ("**Property**")

1. *The proposed plan is consistent with the stated purpose of the planned unit development regulations.*

The Lincolnshire Zoning Code establishes that the overriding purpose of the planned unit development entitlement is to provide a mechanism to support developments that are in the public interest but would not otherwise be permitted by applicable zoning regulations, including multi-use developments such as Westgate. The Applicant wishes to extend an existing Westgate boundary fence by about 319 feet on a berm along the south side of the Property where it is needed to retard intrusions by pedestrians across the landscaped berm. The pedestrian problem has worsened with the growth of the student population at neighboring Stevenson High School. Adding the additional fence is consistent with the purpose of protecting the value of Westgate land use and cluster housing plans by diminishing property damage, unauthorized parking and other annoyances to residents by sometimes rowdy intruders.

2. *The proposed plan meets the requirements and standards of the planned unit development regulations.*

The Applicant has worked with Village staff to prepare plans for the proposed development that conform to the requirements and standards applicable to planned unit developments and related exceptions to the fullest extent possible.

3. *The proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including but not limited to, the density, dimensions, area, bulk, use, required improvement, construction and design standards and the reasons why such departures are deemed to be in the public interest.*

Village staff has identified three code exceptions needed for the proposed fence extension:

- a. Increasing 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. The Applicant accepts the 6' fence height limitation and will implement it along most of the fence extension, but for a small part (58' out of 319') the variance is needed to match the old fence where they join, and then transition to the 6' height in a planned manner that will preserve aesthetic consistency, which is in the public interest.
- b. Placement of a fence on a berm, which is not permitted, per Section 6-15-2(B)(2) of the Village Code. The applicant has considered alternate placements but finds none feasible. The fence cannot be placed any further toward Half Day Road, due to an IDOT-constructed retaining wall and 5' drainage easement behind it. The proposed fence will be placed at the 5' limit of the drainage easement. If the fence was placed further inward (away from the highway) it would be higher (due to the berm slope), which would increase

its visual footprint making it less desirable. More importantly it would require removal of mature trees, which is not in the public interest. The applicant believes that the proposed location is the only feasible one.

- c. A traditional board and batten style wooden fence which does not include post end caps as is required per Section 6-15-3(A)(1)(d)(ii) of the Village Code. The applicant proposes to match the fence extension to the style of the existing fence. This is similar to Style 4 of the styles permitted by the code. The Applicant believes that continuing the existing style without changes will be better for aesthetic consistency than changing styles mid-fence.

- 4. *The public benefit produced by the planned unit development outweighs the increased burden(s) on public services and infrastructure. Any specific beneficial actions, plans or programs agreed to in the planned unit development proposal which are clearly beyond the minimum requirements of the Zoning Code shall be specifically listed as evidence of justified bulk premiums and/or use exception.***

The Applicant believes that the proposed fence extension places no increased burden(s) on public services and infrastructure. To the contrary, the fence extension is intended to lessen the burden(s) of public services and infrastructure related to Stevenson High School on the residents of Westgate.

- 5. *The physical design of the proposed plan makes adequate provisions for public services, provides adequate control over vehicular traffic, provides for and protects designated common open space, and further the amenities of light and air, recreation and visual enjoyment.***

The Applicant's plan for extending the fence places no burdens on public services and has no effect on vehicular traffic. It increases protection of designated common open space (within Westgate). The fence extension plan avoids interference with a water main entering Westgate, by positioning a 10' wide fence section over the water main, so that each fence post is no less than 5' from the water main. This plan was developed with the assistance and approval of Walter Dittrich, Village Engineer.

- 6. *The beneficial relationship and compatibility of the proposed plan to the adjacent properties and neighborhood.***

The proposed fence extension benefits the adjacent properties and neighborhood by placing additional landscaping along Half Day Road in the 5' deep area between the fence and the stone retaining wall at the highway right-of-way. In addition to preserving much existing landscaping, more will be added per the landscaping plan for the project. It is expected that no trees will need to be removed (many will require trimming). The fencing materials and design are compatible with many other fences all around the neighborhood. The Applicant believes that the plan will enhance the neighborhood.

- 7. *The desirability of the proposed plan to the Village's physical development, tax base and economic well-being.***

The Applicant believes that the fence extension will have no effect on the Village's tax base or economic well-being.

8. *The conformity with the recommendations of the Official Comprehensive Plan, as amended, and all other official plans and planning policies of the Village.*

The Applicant believes that the fence extension will not be out of conformity with the Official Comprehensive Plan or any other official plans and planning policies of the Village.

Prepared by:

Robert Barnhill
Treasurer
Westgate of Lincolnshire Homeowners Association

EXHIBIT C
LANDSCAPING AND FENCE PLAN

WESTGATE OF LINCOLNSHIRE

10/155

RT.22 (HALF DAY RD)
LINCOLNSHIRE, IL

THESE DRAWINGS ARE INSTRUMENTS OF PROFESSIONAL SERVICE. AS SUCH, THEY MAY NOT BE COPIED OR REPRODUCED IN PART OR IN WHOLE BY ANY ONE WITHOUT EXPRESS WRITTEN PERMISSION FROM ARROWS LAND+STRUCTURES. THESE DRAWINGS ARE AND SHALL REMAIN THE EXCLUSIVE PROPERTY OF ARROWS LAND+STRUCTURES. ALL RIGHTS RESERVED. COPYRIGHT 2018.



50 LAKEVIEW PARKWAY
SUITE 107
VERNON HILLS, IL 60061

PROPOSED PLAN

ISSUED FOR REVIEW

REVISIONS	
ISSUED	08/07/2018
REV. 1 (INT)	08/30/2018
REV. 2 (INT)	08/31/2018
REV. 3 (INT)	08/31/2018
REV. 4 (PER. VILLAGE)	09/07/2018
DATE	09/07/2018

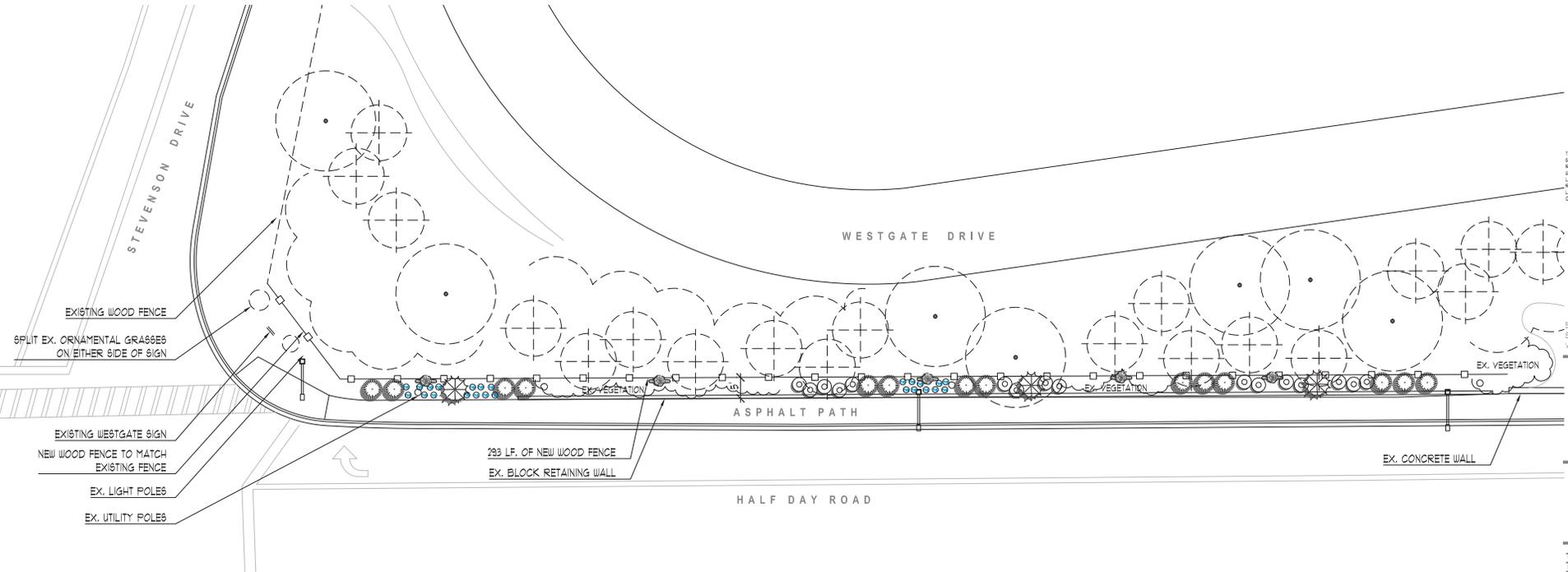
DESIGN AND CRAFTSMANSHIP OF INSPIRING ARCHITECTURAL ENVIRONMENTS

- SITE ARCHITECTURE
- CONSTRUCTION
- MAINTENANCE

P 847.634.9545 F 847.631.8461
WWW.ARROWSLANDSTRUCTURES.COM



L-01

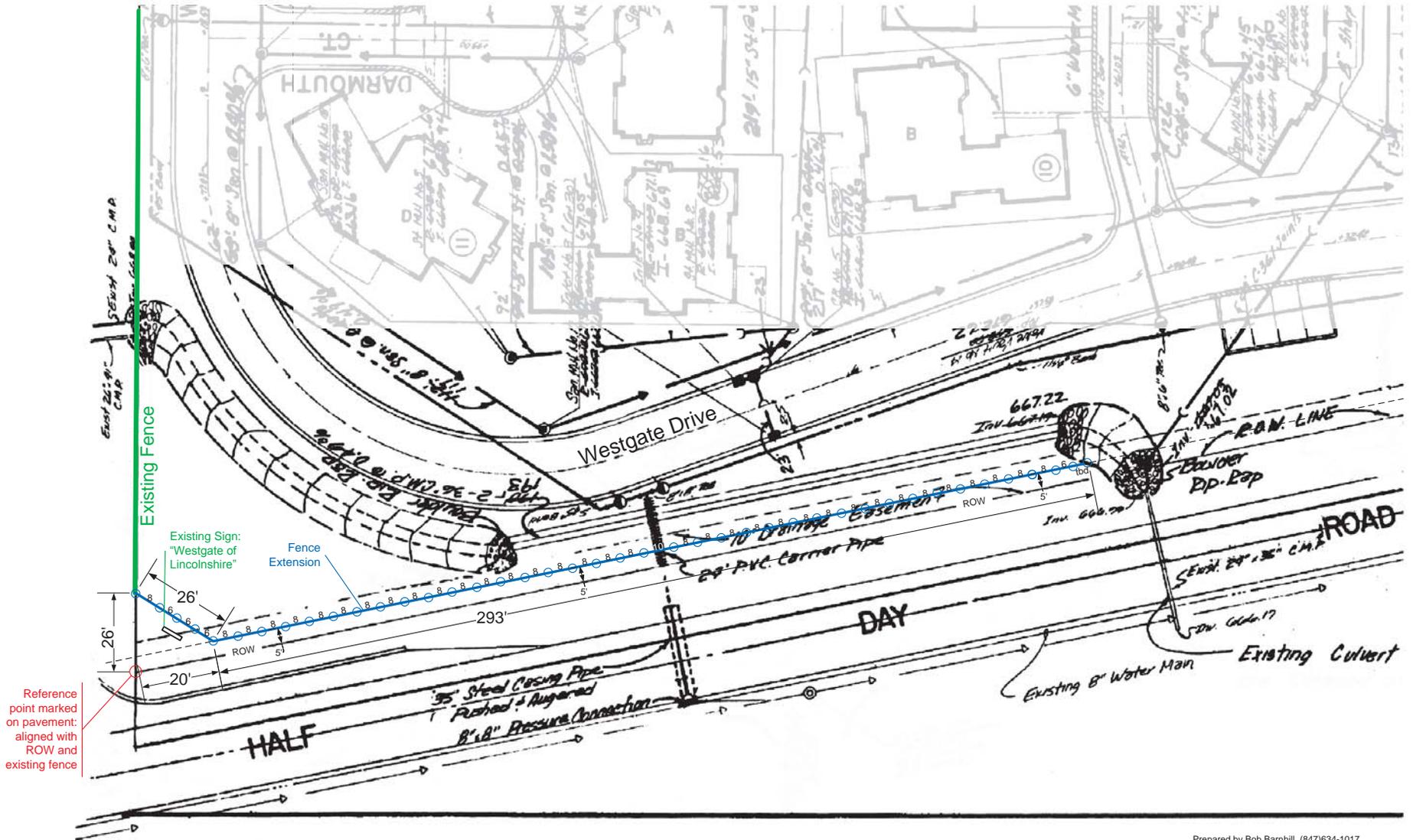


PLANT SCHEDULE

DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL NAME	SIZE	REMARKS
	HA	16	Hydrangea arborescens 'Annabelle' Annabelle Hydrangea	5 gal.	CG
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME	SIZE	REMARKS
	JOU	3	Juniperus chinensis 'Lous' Lous Upright Juniper	6' HT.	B4B
	JC	14	Juniperus chinensis 'Sea Green' Sea Green Juniper	30' HT.	B4B
PERENNIALS/ORNAMENTAL GRASSES	CODE	QTY	BOTANICAL NAME	SIZE	REMARKS
	hs	24	Hemerocallis 'Stella D'Oro' Stella D'Oro Daylily	1 gal.	CG
VINES	CODE	QTY	BOTANICAL NAME	SIZE	REMARKS
	PTG	5	Parthenocissus tricuspidata 'Green Showers' Green Showers Boston Ivy	3 gal.	CG, STAKED

Westgate of Lincolnshire

Proposed Fence Extension: Plan View



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)

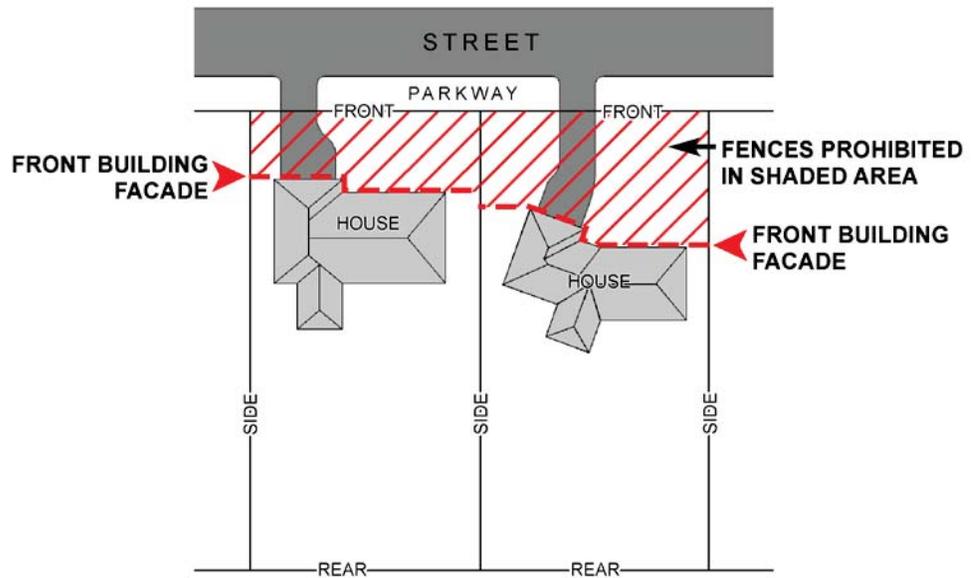
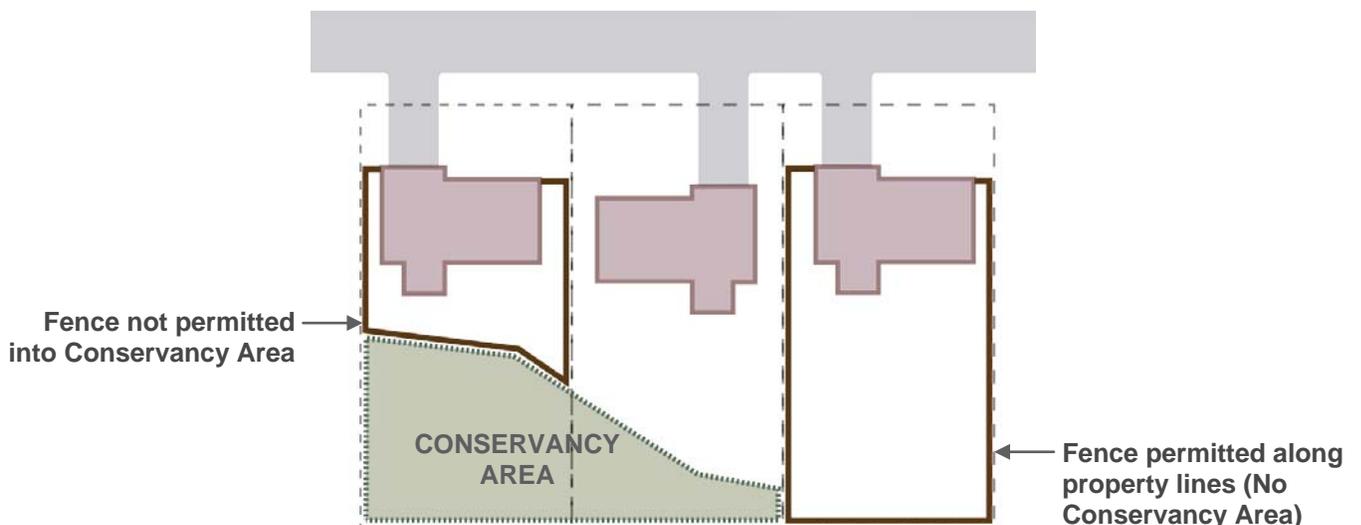


Illustration for 6-15-3-A-1(a)(i)



- (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.

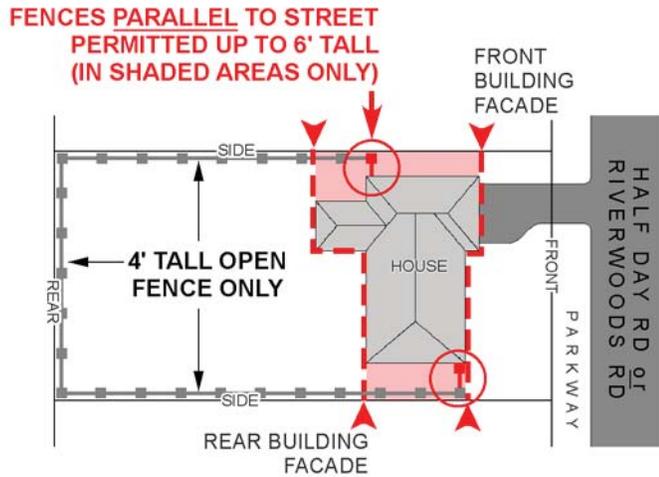


Illustration for 6-15-3-A-1(c)(ii)

- 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.

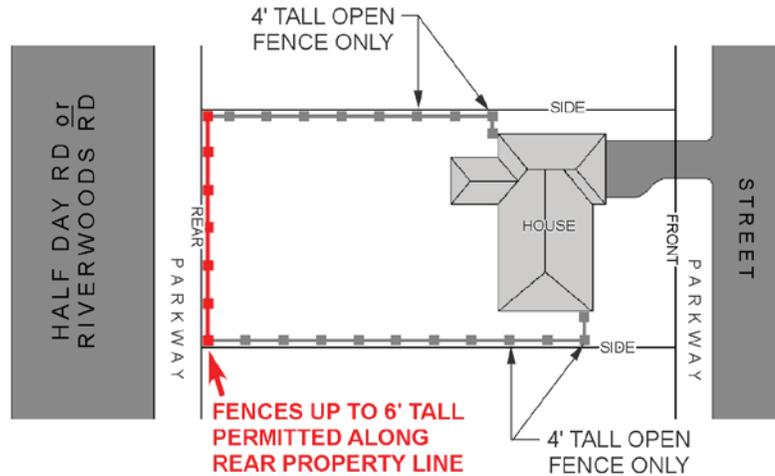


Illustration for 6-15-3-A-1(c)(iii)

- 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).

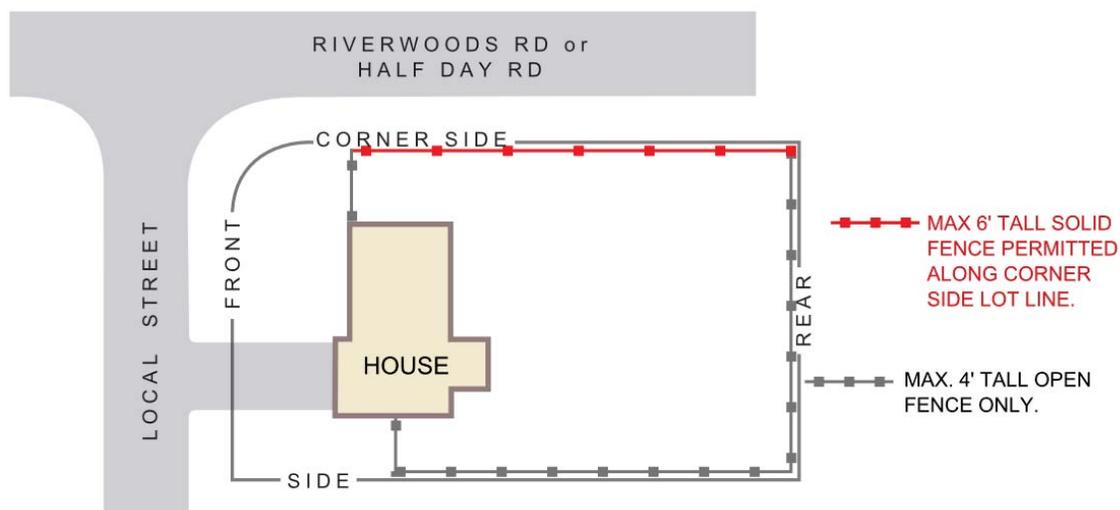


Illustration for 6-15-3-A-1(c)(iv)

- 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.



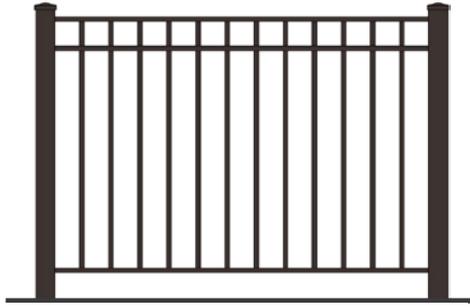
3. A Traditional style solid wood fence with diagonal lattice on top and post end caps.



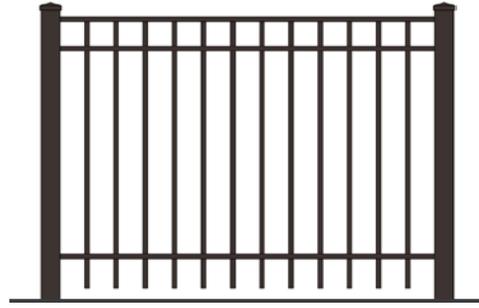
4. A Traditional Board and Batten style solid wood fence with post end caps.

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

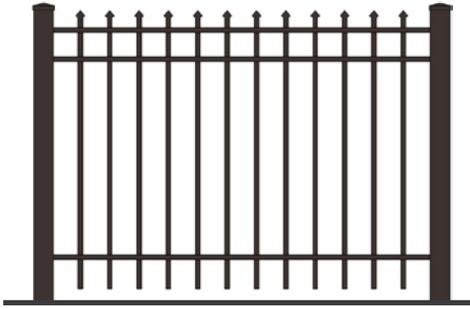
1. An ornamental metal fence with a top rail(s).
2. An ornamental metal fence with a top rail(s) and an extended bottom baluster.
3. An ornamental metal fence with a top rail(s), extended bottom baluster and decorative finials.
4. An ornamental metal fence with a top rail(s) and decorative rings and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



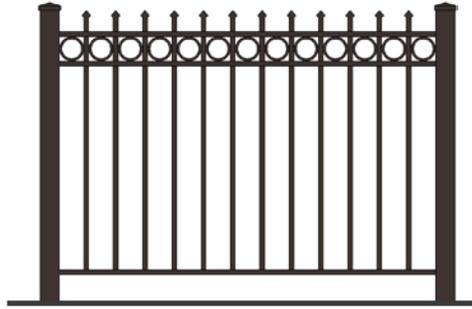
1. An ornamental metal fence with a top rail(s).



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.

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

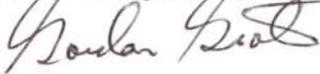
All,

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



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

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

OTHER SERVICES

[File Annual Report](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office Address](#)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

REQUEST FOR BOARD ACTION
Regular Village Board Meeting
September 24, 2018

Subject: Lincolnshire Creek Drainage Improvements

Action Requested: Consideration and Approval of a Contract with Campanella & Sons Inc of Wadsworth Illinois for the Construction of the Lincolnshire Creek Drainage Improvement Project in an amount not to exceed \$187,280.06 - Waiver of First Reading Requested (Village of Lincolnshire)

**Originated
By/Contact:** Walter Dittrich, P.E., Assistant Public Works Director/Village Engineer

Referred To: Mayor and Board of Trustees

Summary / Background:

Due to heavy rain events, the Village experiences flooding and severe erosion west of Riverwoods Road along Lincolnshire Creek. The creek outlets into a short section of 42" pipe which then outlets into an open channel before draining into another 42" pipe. Due to the number of 90 degree bends and vegetation in the area, it is very difficult to maintain an open flow. Homes along Coventry Lane have experienced significant flooding in the past as a result of the existing condition. Public Works staff has installed multiple temporary fixes over the years to address the collection of debris and erosion. In 2016, the Village hired WBK Engineering to evaluate various design alternatives to allow the existing channel to maintain its flow during peak events while reducing excess debris which leads to erosion issues at the culvert ends. At the March 20, 2017 Committee of the Whole Meeting, staff presented a recommended plan to provide relief to the flooding in the area. The Village Board was supportive of the improvements pending input from the surrounding property owners. A plan view of the proposed improvement area and renderings are attached.

On April 17, 2017, Village Engineer Dittrich met with leaders from the Lincolnshire Community Christian Church to review the recommended alternative. The church was generally supportive of the project and willing to work with the Village on an easement to access the project area for construction and maintenance once the project is complete. The only concern from the church was construction equipment not to access the site through their parking lot. This request will be accommodated as access to the site is be easier to between 10 & 11 Coventry Lane.

On May 22, 2017 a public meeting was held at the Village Hall. 2 residents from Victoria Lane and 2 residents from Coventry attended. Village Engineer Dittrich also met with another Coventry Lane resident who could not attend the May 22 meeting. The residents at the meeting were generally supportive of the recommended alternative (Alternative 2) with the following caveats:

- The group desired to maintain as much screening between their yards and the church as possible.

- Tree removals should be focused on dead or decaying trees located within the work area and efforts made to preserve larger trees on the property, adjusting the grading limits if necessary.
- The residents preferred the stone toe slope stabilization with revegetated bank slopes and were happy that the gabion baskets that were used on the previous portion of Lincolnshire Creek were not being proposed.

The project was originally planned to be constructed this past spring but had to be delayed to the fall due to delays in securing the Army Corps of Engineers permit as well as a restriction on tree removal between April 1st and October 14th due to the northern long eared bat. The project has an anticipated completion date of November 26, 2018 with provisions to complete final seeding/planting by June of 2019 if weather conditions do not allow. Once the project has been awarded, residents in the area will be informed of the contractor's schedule.

On Thursday September 20, 2018 the Village held a public bid opening at Village Hall. There were 4 bidders on the project, and staff recommends approval of a contract with the lowest responsible bidder Campanella & Sons of Wadsworth Illinois, in the amount not to exceed \$187,280.06.

Budget Impact: Funding for this project is included in the 2018 budget. The Village's 2018 Fiscal Year Budget included funding for this project as part of the overall \$300,000 budget for construction. The grand total for the construction cost and engineering is \$217,226.75 which is \$117,773.25 less than the total budgeted amount for this project.

Recommendation: A waiver of the first reading is requested in order to approve the contract Staff recommends proceeding with Campanella & Sons for the construction of the Lincolnshire Creek Drainage Improvement Project as they are the lowest responsible bidder.

Reports and Documents Attached:

- Recommended Project Scope
- Bid Tabs

Meeting History	
Initial Referral to Village Board (COW):	July 11, 2016
Regular Village Board Meeting:	July 25, 2016
COW	March 20, 2017
COW	June 12, 2017
Regular Village Board Meeting	September 24, 2018



LIVE FASCINES/CUTTINGS
NTS



STONE TOE STABILIZATION WITH REVEGETATED BANK SLOPES
NTS



STONE TOE STABILIZATION WITH SEGMENTAL CONCRETE BLOCK WALL
NTS



1		NO. DATE		NATURE OF REVISION	
2					
3					
4					
5					
6					
7					
DESIGNER		JOB NO.		TITLE	
DRAWN		JOB NO.		LINCOLNSHIRE CREEK	
CHECKED		SFR		PROJECT DETAILS	
SCALE: AS SHOWN					
CLIENT : WBK ENGINEERING, LLC 116 WEST MAIN STREET, SUITE 201 ST. CHARLES, ILLINOIS 60174 (630) 443-7725					
PROJECT NO. 16-0199 DATE : 02/17/2017 SHEET 1 OF 1 DRAWING NO. EXHIBIT 3E					

PLOT DATE : 2/26/2017
 FILE NAME : C:\Projects\160199\LincolnshireCreek\160199_Creek\160199_Creek.dwg

WBK ENGINEERING

VILLAGE OF LINCOLNSHIRE
Lincolnshire Creek Drainage Improvement Project

BID TABULATION

DATE: September 20, 2018

BASE BID					ENGINEER'S ESTIMATE		**Campanella & Sons Inc.		Copenhaver Construction Inc		Semper Fi Land Services Inc.		Lifeco Construction	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
1	MOBILIZATION	L SUM	1	\$ 12,500.00	\$ 12,500.00	\$ 7,887.50	\$ 7,887.50	\$ 76,000.00	\$ 76,000.00	\$ 15,200.15	\$ 15,200.15	\$ 10,000.00	\$ 10,000.00	
2	TEMPORARY FENCE	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 12,000.00	\$ 12,000.00	\$ 8,750.00	\$ 8,750.00	\$ 8,000.00	\$ 8,000.00	
3	PERIMETER EROSION BARRIER	FOOT	529	\$ 6.00	\$ 3,174.00	\$ 4.20	\$ 2,221.80	\$ 2.00	\$ 1,058.00	\$ 2.85	\$ 1,507.65	\$ 2.00	\$ 1,058.00	
4	STABILIZED CONSTRUCTION ENTRANCE	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 7,685.00	\$ 7,685.00	\$ 2,000.00	\$ 2,000.00	\$ 5,250.00	\$ 5,250.00	\$ 7,000.00	\$ 7,000.00	
5	TREE PROTECTION (TEMPORARY FENCE)	EACH	100	\$ 75.00	\$ 7,500.00	\$ 185.00	\$ 18,500.00	\$ 180.00	\$ 18,000.00	\$ 220.00	\$ 22,000.00	\$ 30.00	\$ 3,000.00	
6	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNITS	492	\$ 25.00	\$ 12,300.00	\$ 12.60	\$ 6,199.20	\$ 14.00	\$ 6,888.00	\$ 15.00	\$ 7,380.00	\$ 50.00	\$ 24,600.00	
7	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNITS	115	\$ 30.00	\$ 3,450.00	\$ 18.90	\$ 2,173.50	\$ 29.00	\$ 3,335.00	\$ 23.00	\$ 2,645.00	\$ 65.00	\$ 7,475.00	
8	SELECTIVE CLEARING	ACRE	0.4	\$ 20,000.00	\$ 8,000.00	\$ 7,350.00	\$ 2,940.00	\$ 15,000.00	\$ 6,000.00	\$ 8,750.00	\$ 3,500.00	\$ 12,000.00	\$ 4,800.00	
9	SITE DEWATERING	DAYS	40	\$ 1,000.00	\$ 40,000.00	\$ 360.25	\$ 14,410.00	\$ 500.00	\$ 20,000.00	\$ 300.00	\$ 12,000.00	\$ 400.00	\$ 16,000.00	
10	EARTH EXCAVATION	CU YD	1200	\$ 50.00	\$ 60,000.00	\$ 48.92	\$ 58,704.00	\$ 52.00	\$ 62,400.00	\$ 90.00	\$ 108,000.00	\$ 180.00	\$ 216,000.00	
11	RIPRAP BEDDING, CA-1	TONS	83	\$ 100.00	\$ 8,300.00	\$ 56.49	\$ 4,688.67	\$ 80.00	\$ 6,640.00	\$ 89.00	\$ 7,387.00	\$ 30.00	\$ 2,490.00	
12	STONE RIPRAP, CLASS A, RR5	TONS	249	\$ 125.00	\$ 31,125.00	\$ 117.31	\$ 29,210.19	\$ 120.00	\$ 29,880.00	\$ 173.00	\$ 43,077.00	\$ 115.00	\$ 28,635.00	
13	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	1748	\$ 8.50	\$ 14,858.00	\$ 10.50	\$ 18,354.00	\$ 4.00	\$ 6,992.00	\$ 14.50	\$ 25,346.00	\$ 15.00	\$ 26,220.00	
14	SEEDING, (OF THE MIX SPECIFIED)	ACRE	0.8	\$ 7,500.00	\$ 6,000.00	\$ 6,600.00	\$ 5,280.00	\$ 5,000.00	\$ 4,000.00	\$ 12,400.00	\$ 9,920.00	\$ 3,500.00	\$ 2,800.00	
15	EROSION CONTROL BLANKET	SQ YD	1748	\$ 4.00	\$ 6,992.00	\$ 1.90	\$ 3,321.20	\$ 3.00	\$ 5,244.00	\$ 4.15	\$ 7,254.20	\$ 5.00	\$ 8,740.00	
16	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	100	\$ 25.00	\$ 2,500.00	\$ 12.60	\$ 1,260.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 50.00	\$ 5,000.00	
17	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50	\$ 30.00	\$ 1,500.00	\$ 18.90	\$ 945.00	\$ 25.00	\$ 1,250.00	\$ 23.00	\$ 1,150.00	\$ 65.00	\$ 3,250.00	
APPROVED ENGINEER'S ESTIMATE:					\$ 223,699.00	CORRECTED:	\$ 187,280.06	CORRECTED:	\$ 263,187.00	CORRECTED:	\$ 281,867.00	CORRECTED:	\$ 375,068.00	
						AS READ:	\$ 187,280.06	AS READ:	\$ 263,187.00	AS READ:	\$ 281,867.00	AS READ:	\$ 375,068.00	

**Apparent Low bidder

REQUEST FOR BOARD ACTION
Regular Village Board Meeting
September 24, 2018

Subject:	Lincolnshire Creek Drainage Improvement Project Engineering Phase III (Village of Lincolnshire)
Action Requested:	Approval of a Professional Service Contract with WBK Engineering LLC for Lincolnshire Creek Drainage Improvement Phase III Engineering Services at a Cost not to Exceed \$29,946.75. Waiver of First Reading Requested - (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:

The Village approved a contract with WBK Engineering LLC for Engineering services for the Lincolnshire Creek Drainage Improvement Project at the August 8, 2016 Regular Village Board Meeting. The creek is currently unable to drain fast enough to prevent flooding to homes directly west of Riverwoods Road due to severe erosion and a number of 90 degree bends in the area. After meeting with residents and various stakeholders from the Lincolnshire Community Christian Church to review all possible alternatives, the project scope attached was selected as the most desirable; pending the condition of construction equipment not entering the job site through the Church's parking lot which will be accommodated.

Now in the final phase of Engineering, Phase III will include on-site representation for the village to ensure all work is being completed to meet the Village's expectation and that all work being done is in accordance to the specifications in the bid documents. Phase III also includes construction layout staking, coordination with the Village should there be any issues that arise in the field during construction, and daily communication to the Village regarding the contractor's work schedule and progress.

The services for Phase III of Engineering by WBK is for an amount not to exceed \$29,946.75.

Budget Impact:

The Village's Fiscal Year 2018 Budget included funding for these services as part of the overall \$35,000 budget for Engineering. The grand total for the construction cost and construction engineering cost is \$217,226.75 which is 117,773.25 less than the total budgeted amount for this project.

Service Delivery Impact:

No Change

Recommendation:

A waiver of first reading is requested in order to allow the consultant to work with the contractor on starting up the project as soon as possible. Staff recommends approval of a professional service contract with WBK Engineering for the Lincolnshire Creek Drainage Improvement Project.

Reports and Documents Attached:

- Engineering Proposal

Meeting History	
Initial Referral to Village Board (COW):	June 11, 2016
Regular Village Board Meeting:	August 8, 2016
Regular Village Board Meeting:	September 24, 2018

Proposal for Lincolnshire Creek Drainage Improvements

Village of Lincolnshire

August 29, 2018

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

Dear Mr. Dittrich:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to the Village of Lincolnshire for construction engineering services for the Lincolnshire Creek Drainage Improvement Project. WBK looks forward to the opportunity to assist the Village of Lincolnshire with the on-site construction engineering services on the creek stabilization project. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

Understanding of the Assignment

WBK understands that the Village of Lincolnshire (Village) intends to complete a streambank stabilization project along Lincolnshire Creek between Riverwoods Road and Coventry Lane. This portion of the creek experiences flooding and severe erosion where it outlets into a short section of 42-inch pipe which then outlets into an open channel before draining into another 42-inch pipe. The proposed improvement includes stabilization along Lincolnshire Creek through the use of stone and vegetation. In addition, to the stabilization it also includes the removal of the two 42-inch pipe culverts to allow for the construction of an open waterway. Stream stabilization will be implemented through grading and re-shaping of the existing channel and streambanks and the placement of a stone toe with vegetated slopes. Lastly, some selective clearing will occur to remove existing invasive species. The cleared areas will be reseeded with a native seed mix. For the sake of this proposal, we are assuming the contractor will have only one crew in operation at a given time. Therefore, the entire job can be covered by one Resident Engineer. As such, the Village is requesting this proposal to work as an extension of their staff and provide construction engineering services for the planned improvements.

Scope of Services

The Scope of Services for Construction Engineering involves a comprehensive effort to provide field inspection to assure the project completion is in accordance with the contract documents and plans. For purposes of this proposal, we have outlined below what we anticipate to be the Scope of Services/Responsibilities by our Resident Engineer. Included in this scope will be field inspection and documentation of work and quantities, contractor coordination, preparation and submittal of cost estimates and change orders, and final processing to assist the Villages. We anticipate the following tasks will be required to ensure successful completion of the proposed improvements.



Task 1 | Pre-Construction Activities

Review of Existing Data. The Resident Engineer will review plans, specifications, contract documents, and implement action items determined to be required.

Project Set-up. The Resident Engineer will create electronic and hard copy file organization which includes, but not limited to, pay requests, weekly reports, change orders, traffic control, material inspection, quantity documentation, and other files and forms required by the Village.

Contractor Walk Through. The Project Manager and Resident Engineer will schedule a site visit and walk through with the Contractor to assess any changes to site, such as demolition completed by the Village and utility installations since final design was completed.

Pre-Construction Meeting. Prior to the start of construction, it is assumed that the Village will arrange a pre-construction meeting. Personnel involved with the project, including necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and Village staff shall be requested to attend. The resident engineer will provide an agenda, run the meeting and prepare and distribute meeting minutes within 7 days after the pre-construction meeting.

Task 2 | Construction Layout Coordination and Verification

Datum Control. All construction layout and staking shall be provided by the Contractor and paid for by the item "Construction Layout and As-Built Survey." The Resident Engineer and/or his staff shall recover and verify all horizontal control points, benchmarks, and verify contractor staking of the temporary construction easement and right-of-way prior to construction.

Construction Layout Verification. The Resident Engineer and/or his staff shall randomly check horizontal locations and elevations of staking operation. In the event that an error is found, the resident shall notify the Contractor and Village immediately and ensure that it is corrected as soon as possible.

Task 3 | Resident Engineering Services

WBK Engineering, LLC will provide Resident Engineering personnel to perform construction observation of the Contractor's operations for compliance with the plans, specifications, and contract documents. The Resident Engineer services will also include, but not be limited to: completing documentation required by the Village, making the day-to-day decisions in cooperation with Village staff to the extent that his experience and construction knowledge permit, and maintaining daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.

The Resident Engineer will be responsible for observing the project to ensure that the Contractor is following contractual items of the work and will be maintaining communication with Village staff throughout the duration of project. More specifically, we envision our Resident Engineer will perform the following work items:

- Direct client contact on project related issues
- Inspect and document the adequacy of the establishment and maintenance of the traffic control
- Observe daily construction completed by the Contractor for compliance to the plans, permits and specifications and complete all required documentation
- Coordinate with Contractor on work and schedule and maintain project status to the Village
- Coordinate construction operations to enable residential access in accordance with project plans and specifications
- Maintain daily record of Contractor's activities
- Monitor contractor performance for compliance with permit conditions
- Complete weekly soil erosion control inspections

- Shop Drawing review and processing
- Perform field measurements and Quantity verification
- Prepare and submit partial and final payment estimates, change orders, records, certifications, documentation, and reports
- Field markup of record drawings (penciled redlines)
- Conduct project meetings, as required
- Evaluate and provide engineering solutions to solve construction conflicts
- Prepare and coordinate punch list and oversee completion of punch list
- Prepare final documentation and project closeout with the Village of Lincolnshire
- Coordinate sub-consultant activities
- Conduct consultation with the project staff
- Conduct quality assurances of construction work in progress and the enforcement of the contract provisions
- Furnish the services herein within 24 hours of notification by the Village

Task 4 | Project Administration and Management

An individual with engineering design and construction experience will be assigned the dual role of Project Manager / Project Engineer. This individual will be responsible for the following contractual items of work:

- Ongoing consultation with project staff
- Quality assurances of construction work in progress and the enforcement of the contract provisions
- Quality assurance of project reports, pay estimates, change orders, records, documentation, and reports
- Attend conferences and job site meetings as needed
- Provide guidance and resolution to construction issues

Project Assumptions

In preparing this proposal, we have attempted to provide you with a complete package of the engineering services anticipated at this point in time. In doing so, we have made some assumptions which will need to be verified during the engineering process. Any findings which are not consistent with our assumptions may increase the engineering budget for this project. We will thoroughly discuss any such findings with you and negotiate any budget revisions prior to proceeding. Our assumptions are as follows:

- It is our understanding that spoil material regulated as Clean Construction or Demolition Debris (CCDD) will be managed by others and is not included as part of this scope.
- Construction Layout and as-built surveys are not included in this scope. Should the Village request these services, WBK will provide a separate scope and estimate of cost for review and consideration by the Village.

Estimate of Fees

Construction is anticipated to occur in mid-October 2018. For man-power scheduling and estimating purposes, we are assuming that the Contractor will start work in mid-October of 2018 and generally work a five-day work week (Mon.-Fri.) with 50% Saturdays within the time frame of construction (8 hour work days excluding Sunday or holidays). It is assumed that all construction will be complete including punch list items within 5 weeks after the start date and final documentation and closeout with the Village within 10 weeks after the start of construction. It is assumed the entire project duration will be staffed with one (1) full time field personnel consisting of the Resident Engineer.

We propose to complete the Scope of Services described above for a not to exceed amount of \$29,946.75, including all labor and reimbursable expenses. A detailed breakdown of estimated man-hours and costs by task is provided in the attached table as Exhibit A.

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of the firm WBK Engineering, LLC. No portion of this proposal may be shared with another firm providing similar services without our permission.

We propose to bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to the Village of Lincolnshire. If you have any questions, please do not hesitate to call.

Sincerely,



Vince Di Prima, P.E., CPESC
Construction Services Manager



Scott F. Randall, P.E., CFM
Senior Engineer

- Encl: Exhibit A: Standard Hourly Table of Work Hour Estimate for Construction Services
 Standard Hourly Rates
 In-House Direct Cost Table
 General Terms and Conditions (February 4, 2016)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE VILLAGE OF LINCOLNSHIRE:

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A - PHASE III ENGINEERING SERVICES
Lincolnshire Creek Drainage Improvements
Riverwoods Road

Route 0
 Local Agency Village of Lincolnshire
 Section 0
 Project 0
 Job No. 0
 Existing Structure No. 0

Method of Compensation:

- Cost Plus Fixed Fee 1 ◦ 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 • 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 ◦ 14.5%[(2.3 + R)DL + IHDC]
- Specified Rate ◦ (0.37 + R) DL
- Lump Sum ◦

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:	
Overhead Rate (OH)	145.24 %
Complexity Factor (R)	0.000
Calendar Days	540

Date: 8/029/18

Cost Estimate of Consultant's Services in Dollars

Element of Work		Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
1	Pre-Construction Activities						\$ -	\$ 54.50	\$ 7.90	\$ 62.40
		Engineer IV	2.0	\$48.76	\$97.52	\$141.64			\$33.94	\$273.10
		Engineering Technician III	14.0	\$36.40	\$509.60	\$740.14			\$177.34	\$1,427.08
2	Construction Layout Coordination & Verification						\$ -	\$ 54.50	\$ 7.90	\$ 62.40
		Engineering Technician III	8.0	\$36.40	\$291.20	\$422.94			\$101.34	\$815.48
3	Resident Engineering Services						\$ -	\$ 1,350.00	\$195.75	\$1,545.75
		Engineering Technician III	242.0	\$36.40	\$8,808.80	\$12,793.90			\$3,065.46	\$24,668.16
4	Project Administration and Management						\$ -	\$ -	\$0.00	\$0.00
		Engineer IV	8.0	\$48.76	\$390.08	\$566.55			\$135.75	\$1,092.38
Totals			274.0		\$ 10,097.20	\$ 14,665.17	\$ -	\$ 1,459.00	\$ 3,725.38	\$ 29,946.75

Route
 Local Agency Village of Lincolnshire
 Section
 Project
 Job No.
 Existing Structu

**WORK HOUR ESTIMATE FOR CONSULTING SERVICES
 EXHIBIT A - PHASE III ENGINEERING SERVICES
 Lincolnshire Creek Drainage Improvements**

Description	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Engineering Technician IV	Engineering Technician III	In House Direct Costs
1 Pre-Construction Activities									
1.1 Review of Existing Data (Plans, Specs & Contract Documents)								4	
1.2 Pre-construction set-up, File setup, Job Box, Field Book, Electronic Files								2	
1.3 Contractor Walk Through								4	
1.4 Pre-Construction Meeting (including agenda & meeting minutes)			2					4	
SUB-TOTAL	16.0		2.0					14.0	\$ 54.50
PERCENT			13%					88%	
2 Construction Layout Coordination & Verification									
2.1 Datum Control								4	
2.2 Construction Layout Verification								4	
SUB-TOTAL	8.0							8.0	\$ 54.50
PERCENT								100%	
3 Resident Engineering Services									
3.1 Construction Observation & Documentation								220	
3.2 Pay Estimates & Change Orders								4	
3.3 Final Quantity Determination, Punch List and Closure								18	
SUB-TOTAL	242.0							242.0	\$ 1,350.00
PERCENT								100%	
4 Project Administration and Management									
4.1 Project Administrative Set-up			1						
4.2 Quality Assurance of Project Tasks			2						
4.3 Project Site Visits			2						
4.4 Contract Administration			2						
4.5 Coordination, Correspondence and Administration			1						
SUB-TOTAL	8.0		8.0						\$ -
PERCENT			100%						
TOTALS	274.0		10.0					264.0	\$ 1,459.00
PERCENT			4%					96%	

Route 0
 Local Agency Village of Lincolnshire
 Section 0
 Project 0
 Job No. 0

**Lincolnshire Creek Drainage Improvements
 Village of Lincolnshire
 EXHIBIT A - PHASE III ENGINEERING SERVICES**

Development of Project Hourly Rates (IDOT Method)

Item	2018 Actual Rate	2019 Projected @ 3.0% Increase	2020 Projected @ 3.0% Increase	2021 Projected @ 3.0% Increase	2022 Projected @ 3.0% Increase	2023 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2016 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	2.5	6.5	0	0	0	0
% of Project Duration	27.78%	72.22%	0.00%	0.00%	0.00%	0.00%
Extension	0.278	0.744	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are applied on January 1 of Each Year					1.0217

Project Duration: October 15, 2018 to July 15, 2018 = 9 months

Allowed Percentage Escalation 3.00% 1.030

Route 0
 Local Agency Village of Lincolnshire
 Section 0
 Project 0
 Job No. 0

Lincolnshire Creek Drainage Improvements
 Village of Lincolnshire
 EXHIBIT A - PHASE III ENGINEERING SERVICES

Escalation Factor **1.022**

Classification	2018 Actual Rate		Adjusted Rate
Engineer VI	77.58	\$	79.26
Engineer V	63.07	\$	64.44
Engineer IV	47.73	\$	48.76
Engineer III	35.07	\$	35.83
Engineer II		\$	-
Engineer I	27.48	\$	28.08
Engineering Technician IV	53.00	\$	54.15
Engineering Technician III	35.63	\$	36.40
Engineering Technician II		\$	-
Engineering Technician I		\$	-
Senior Scientist	69.00	\$	70.50
ERS IV	40.00	\$	40.87
ERS III	29.88	\$	30.53
ERS II		\$	-
ERS I	23.12	\$	23.62
Urban Planner VI	69.25	\$	70.75
Urban Planner V		\$	-
Urban Planner IV	38.80	\$	39.64
Urban Planner III	34.85	\$	35.61
Urban Planner II	24.55	\$	25.08
Professional Land Surveyor		\$	-
Intern	14.50	\$	14.81
Office Professional	26.71	\$	27.29
TBD		\$	-

EXHIBIT A - PHASE III ENGINEERING SERVICES

In-House Direct Costs (IHDC)

In-House Di

Route 0
 Local Agency Village of Lincolnshire
 Section 0
 Project 0
 Job No. 0
 Existing Struc 0

Consultant **WBK Engineering, LLC**

ITEM	UNITS	UNIT COST	TASK 1 Pre-Construction Activities		TASK 2 Construction Layout Coordination & Verification		TASK 3 Resident Engineering Services		TASK 4 Project Administration and Management	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS										
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Vehicle Usage	DAY	\$45.00		\$0.00		\$0.00	30	\$1,350.00		\$0.00
Vehicle Mileage	MILE	\$0.545	100	\$54.50	100	\$54.50		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	EACH	\$350.00		\$0.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	WEEK	\$700.00		\$0.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$54.50		\$54.50		\$1,350.00		\$0.00

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer.

The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inaccuracies, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.
- Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.
10. **Affirmative Action:** The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:
- It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
- All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.
- All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
11. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.
- Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.
- In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.
- Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
12. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
13. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.
- Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
14. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
16. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
19. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
21. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer.

Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
27. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

**REQUEST FOR BOARD ACTION
Regular Village Board Meeting
September 24, 2018**

Subject: Extension to Intergovernmental Agreement Between the Village of Vernon Hills, Countryside Fire Protection District and the Village of Lincolnshire for the Purpose of Providing Emergency Dispatch

Action Requested: Consideration and Approval (Waiver of First Reading Requested)

Originated

By/Contact: Joseph Leonas, Chief of Police

Referred To: Village Board

Summary / Background:

On July 9, 2013, the Village of Lincolnshire entered into an Agreement with the Village of Vernon Hills and the Countryside Fire Protection District relating to the providing of Emergency Dispatch Services. The Agreement is set to expire on September 30, 2018.

The Village of Lincolnshire has been approached by the Village of Deerfield with a proposal to provide Emergency Dispatch Services for Lincolnshire. Lincolnshire is in the process of evaluating Deerfield's proposal.

The Village of Vernon Hills has drafted an Extension to the current Agreement to enable Lincolnshire to evaluate Deerfield's proposal to provide dispatch services, while allowing Vernon Hills and Countryside to properly plan and staff the existing operations. The term of the Initial Agreement shall be extended through at least April 30, 2019.

The Term of the Extension to the current Agreement shall be extended until April 30, 2021, unless written notice is provided to the Village of Vernon Hills by November 1, 2018, indicating Lincolnshire's intent to terminate the Agreement.

Budget Impact:

The current cost of Emergency Dispatch Services through the Village of Vernon Hills is:

Effective Date	Operating and Capital Cost	SSMA	Total
10/1/17 - 9/30/18	\$306,500	\$18,579.11	\$325,079.11

Upon expiration of the current Agreement, the proposed cost for continuation of Emergency Dispatch Services through the Village of Vernon Hills will be:

Effective Date	Operating Costs	Capital Cost	SSMA	Total*
2018	\$353,870.00	\$22,667.00	\$26,789.00	\$403,326.00
2019	\$366,254.00	\$22,667.00	\$28,005.00	\$416,926.00
2020	\$379,076.00	\$22,667.00	\$29,277.00	\$431,020.00

Recommendation:

Staff requests consideration and approval of this Agreement as submitted. Waiver of first reading is requested.

Reports and Documents Attached:

- Contract Extension to Intergovernmental Agreement Between the Village of Vernon Hills, Countryside Fire Protection District and the Village of Lincolnshire for the Purpose of Providing Emergency Dispatch

Meeting History	
Initial Referral to Village Board (COW):	
Regular Village Board Meeting:	September 24, 2018

**CONTRACT EXTENSION TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF VERNON HILLS,
AND THE VILLAGE OF LINCOLNSHIRE
FOR PURPOSE OF PROVIDING EMERGENCY DISPATCH SERVICES**

This Addendum and Agreement (“Extension”) is made and entered into on this ____ day of _____, 2018 between the Village of Vernon Hills, an Illinois municipal corporation with Home Rule authority, in accordance with article VII, section 6 of the Illinois Constitution (1970) (hereafter “Vernon Hills”) and the Village of Lincolnshire, an Illinois municipal corporation with Home Rule authority in accordance with article VII, section six of the Illinois Constitution (1970) (hereafter “Lincolnshire”) as follows:

WHEREAS, Vernon Hills, and Lincolnshire entered into an Agreement (hereafter “Initial Agreement”) dated July 9, 2013 relating to the providing of Emergency Dispatch Services (hereafter, “Services”); and

WHEREAS, the Initial Agreement is set to expire on September 30, 2018; and

WHEREAS, Lincolnshire has been approached by the Village of Deerfield with a proposal that Deerfield would provide Emergency Dispatch Services for Lincolnshire and Lincolnshire is in the process of evaluating Deerfield’s proposal; and

WHEREAS, Lincolnshire requires additional time to evaluate Deerfield’s proposal; and

WHEREAS, Vernon Hills continues to provide Services to Lincolnshire pursuant to the Initial Agreement and Lincolnshire continues to honor its obligations under that Agreement; and

WHEREAS, the parties desire to continue to provide and/or receive the Services without interruption during the term of this Extension;

WHEREAS, the efficient operation of a 9-1-1 Call Center and Emergency Dispatch services are essential to protecting the health, safety and welfare of the communities served under the Initial Agreement and this Extension;

IT IS HEREBY UNDERSTOOD AND AGREED:

1. **Recitals**. The foregoing recitals are incorporated by reference and are made part of this agreement.
2. **Incorporation by Reference**. All of the terms contained in the July 9, 2013 Agreement (attached as Exhibit A) are incorporated by reference into this Extension Agreement and shall remain in full force and effect for the duration of this Extension Agreement, except as expressly modified and/or amended by this Agreement.
3. **Effective Date**. This Extension shall become effective October 1, 2018.

4. **Extension of Prior Contract.** To enable Lincolnshire to evaluate Deerfield’s proposal to provide dispatch services, while allowing Vernon Hills to properly plan and staff the existing operations, the term of the Initial Agreement shall be extended through at least April 30, 2019. If Lincolnshire delivers written notice to Vernon Hills on or before November 1, 2018, indicating Lincolnshire’s intent to cease using the Services provided pursuant to the Initial Agreement and this Extension, then this Extension shall expire on April 30, 2019, or such other date thereafter as the parties may mutually agree. If Lincolnshire fails to deliver written notice of its intent to terminate the Initial Agreement and this Extension before November 1, 2018, then the Term of the Initial Agreement and this Extension shall be extended to April 30, 2021.
5. **Amendments.** The following paragraphs and provisions of the Initial Agreement are amended as follows:
- a. **Section 3** of the Initial Agreement is amended to provide the following pricing and costs (hereafter “Contract Costs”) to be paid by Lincolnshire.

SCHEDULE OF CONTRACT COSTS				
(EFFECTIVE 10/1/2018)				
Effective Date	Operating Costs	Capital Cost	SSMA**	Total*
2018	\$353,870.00	\$22,667.00	\$26,789.00	\$403,326.00
2019	\$366,254.00	\$22,667.00	\$28,005.00	\$416,926.00
2020	\$379,076.00	\$22,667.00	\$29,277.00	\$431,020.00

** Note: Rates shall become effective October 1

** SSMA refers to “software support and maintenance agreement”

All fees and costs as set forth in the Schedule of Contract Costs above shall be paid in equal monthly installments, commencing October 1, 2018.

- b. **Section 8(b)(3)** of the Initial Agreement is amended to delete the first two(2) sentences in that paragraph. The remainder of that paragraph shall remain in full force and effect commencing with the words “Lincolnshire shall be responsible ...”
- c. **Section 8** of the Initial Agreement is amended add paragraph 8(B)(4) which shall provide:

Except as otherwise provided in this Extension, in no event shall any party have the right to terminate the Initial Agreement or this Extension, without cause, at any time prior to April 30, 2019. In the event that any party terminates this Agreement at any time on or after May 1, 2019, without cause, such party shall provide all other parties a minimum of Eighteen (18) months written notice. For purposes of this provision, the term "Cause" shall mean the failure to meet any of the obligations imposed on the parties under Section 2 of the initial Agreement or Lincolnshire's failure to pay any amount due under the terms of the Initial Agreement or this Extension.

- d. **Section 8** of the Initial Agreement is amended to add paragraph 8(C) which shall provide:

8(C). Transitional Services. In the event Lincolnshire terminates the Initial Agreement or this Extension and requires assistance in transitioning Services from Vernon Hills and Countryside to another provider, then Lincolnshire shall be responsible for paying all costs associated with that transition, including, but not limited to, any cost for transferring CAD data, phone records, historical records, GIS data, reports or other records and information. Lincolnshire shall pay to Vernon Hills any costs which Vernon Hills may incur in assisting Lincolnshire in a transition, including, but not limited to, any staff time, vendor costs and/or consultant fees which may be incurred.

This Agreement and Extension are entered into effective October 1, 2018.

ACCEPTED AND AGREED:

VILLAGE OF LINCOLNSHIRE

VILLAGE OF VERNON HILLS

By: Elizabeth J. Brandt
Village Mayor

By: Roger L. Byrne
Village President