



**AGENDA**  
**REGULAR VILLAGE BOARD MEETING**  
**Village Hall – Board Room**  
**Monday, February 11, 2019**  
**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 January 28, 2019 Regular Village Board Meeting Minutes

**3.0 REPORTS OF OFFICERS**

3.1 Mayor's Report

3.2 Village Clerk's Report

3.3 Village Treasurer's Report

3.4 Village Manager's Report

**4.0 PAYMENT OF BILLS**

4.1 Bills Presented for Payment on February 11, 2019 in the amount of \$407,146.19

**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".*

7.1.1 Approval of the Purchase of a John Deere 324G Skid Steer (Replacing Public Works Vehicle #320) via Sourcewell Joint Purchase Program from Westside Tractors, Wauconda, Illinois in an Amount not to Exceed \$90,000 (Village of Lincolnshire)

7.2 Approval of Contract with Althorfer Power Systems, Elmhurst, IL for the Replacement of the Eastside Reservoir Emergency Generator in an Amount not to Exceed \$160,866.92 (Village of Lincolnshire)

- 7.3 Approval of an Out of Village Water Service Request for 23436 Elm Road  
(Mr. and Mrs. Rizvi – 23436 Elm Road)

**8.0 ITEMS OF GENERAL BUSINESS**

8.1 Planning, Zoning & Land Use

8.2 Finance and Administration

8.3 Public Works

8.4 Police

- 8.41 Approval of a Resolution Related to the Separation from the Joint  
Emergency Telephone Systems Board with Vernon Hills, Libertyville and  
Countryside Fire and Approving an Intergovernmental Agreement to  
Establish a Joint Emergency Telephone System Board with Deerfield and  
Village of Bannockburn (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, January 28, 2019**

**Present:**

Mayor Brandt	Trustee Harms Muth
Trustee Grujanac	Trustee Hancock
Trustee McDonough (Arrived at 7:09 p.m.)	<del>Trustee Servi</del>
<del>Trustee Leider</del>	<del>Village Clerk Mastandrea</del>
Village Attorney Simon	Village Manager Burke
Chief of Police Leonas	<del>Public Works Director Woodbury</del>
<del>Village Treasurer/Finance Director Peterson</del>	Assistant Village Manager/Community &
Planning & Development Manager Zozulya	Economic Development Director Gilbertson
Commander Covelli	

**ROLL CALL**

Mayor Brandt called the meeting to order at 7:05 p.m., and Village Manager Burke called the Roll.

**Pledge of Allegiance**

**2.0 APPROVAL OF MINUTES**

**2.1 Approval of the January 14, 2019 Regular Village Board Meeting Minutes**

Trustee Grujanac moved and Trustee Harms Muth seconded the motion to approve the minutes of the Regular Village Board Meeting of January 14, 2019 as presented. The roll call vote was as follows: AYES: Trustees Hancock, Grujanac, Harms Muth, and Mayor Brandt. NAYS: None. ABSENT: Trustees McDonough, Servi, and Leider. ABSTAIN: None. Mayor Brandt declared the motion carried.

**3.0 REPORTS OF OFFICERS**

**3.1 Mayor's Report**

**3.11 Acknowledgement of Recognition of Lincolnshire Police Department 2018 National Night Out Event by National Association of Town Watch**

Chief of Police Leonas introduced Commander Covelli noting she and other members of the Lincolnshire Police Department team are responsible for winning the award.

Commander Covelli presented Mayor Brandt with the 2018 National Night Out Event by National Association of Town Watch. Commander Covelli thanked the Officers and staff for all their efforts pertaining to National Night Out. Commander Covelli thanked the businesses and volunteers for their participation and time. Commander Covelli specifically thanked Officer Brown and Administrative Assistant Maciareillo who were instrumental in the

success of the 2018 National Night Out event.

### **3.12 Swearing in Police Officer Nikki D. Megerle**

Chief of Police Leonas provided background information about Nikki Megerle and welcomed her to the Village.

Mayor Brandt administered the Oath of Office to new Police Officer Nikki D. Megerle. Chief of Police Leonas presented Police Officer Megerle with her badge and welcomed her to the Village.

Nikki's mother pinned Officer Megerle's badge on her uniform.

Police Officer Megerle thank the Lincolnshire Police Department for the opportunity; her mother, boyfriend, friends, and family for their support.

### **3.13 Snow and Ice Events**

Mayor Brandt thanked Public Works for going above and beyond with the recent snow and ice events. Mayor Brandt stated she has received a lot of positive feedback for the snow and ice removal efforts. Mayor Brandt noted she posted road jurisdiction information on social media for anyone questioning which areas around the Village are under the responsibility of Lincolnshire versus other agencies such as the state, county or township.

### **3.14 Kitchen Scraps/Composting Bins**

Mayor Brandt stated she recently received requests regarding the Village organizing kitchen scraps/composting bins for the residents.

Public Works Director Woodbury noted staff met with Waste Management last week and are exploring a program for this and will report back to the Board. Waste Management encourages backyard composting.

Village Manager Burke stated currently, Waste Management does not have a program that runs year round for composting. He noted staff is looking into combining landscape waste with kitchen scrap/composting but currently landscape waste goes to one location and if this is comingled with kitchen scrap/composting, it cannot go to the same location. Changing the manner in which landscape waste is collected will likely have an impact on rates for landscape collection services.

Mayor Brandt requested staff provide an update to the residents.

Village Manager Burke provided information regarding recycling and noted better attention to properly prepping recycling could be a first step to having a positive impact on the waste stream. Village Manager Burke noted better recycling practices is something all residents can do immediately with no

increase in cost for the service. Mayor Brandt suggested educating residents on this.

3.2 Village Clerk's Report - None

3.3 Village Treasurer's Report

**3.31 Revenues and Expenditures for the Month of December, 2018**

Village Manager Burke noted the Revenue and Expenditure Summary is included in the Board packet; and all revenues and expenditures have been properly recorded for the month of December 2018.

3.4 Village Manager's Report

**3.41 Skate Night**

Village Manager Burke noted Skate Night is currently scheduled for Saturday, February 2<sup>nd</sup>, 4 – 7 p.m. at North Park but noted the temperatures are predicted to rise so be sure to check the Village Website and social media for updates.

**3.42 Park Survey**

Village Manager Burke stated the Park Survey is available on the Village Website and encouraged residents to take the survey and the Trustees to share the survey.

Mayor Brandt stated Russell Lissau from the Daily Herald interviewed her and will be posting an article about the survey.

**4.0 PAYMENT OF BILLS**

**4.1 Bills Presented for Payment on January 28, 2019 in the amount of \$418,884.82**

Village Manager Burke provided a summary of the January 28, 2019 bills prelist presented for payment with the total being \$418,884.82. The total amount is based on \$237,898.92 for General Fund; \$166,847.45 for Water & Sewer Fund; \$2,919.03 for Water & Sewer Improvement Fund; \$7,008.79 for Vehicle Maintenance Fund; and \$4,210.63 for General Capital Fund.

Trustee Grujanac moved and Trustee McDonough seconded the motion to approve the bills prelist dated January 28, 2019 as presented. The roll call vote was as follows: AYES: Trustees McDonough, Grujanac, Hancock, and Harms Muth. NAYS: None. ABSENT: Trustees Leider and Servi. ABSTAIN: None. Mayor Brandt declared the motion carried.

**5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only) - None**

**6.0 PETITIONS AND COMMUNICATIONS - None**

**7.0 CONSENT AGENDA**

- 7.1 **Approval of an Extension to Tolling Agreement Related to the Illinois Municipal Investment Fund (IMET) (Village of Lincolnshire)**
- 7.2 **Approval of a Resolution Approving Closed Session Meeting Minutes and Authorizing the Village Clerk to Make Certain Closed Session Meeting Minutes Available to the Public for Inspection Second Review – 2018 and Authorizing the Destruction of Certain Audio Recordings of Closed Session Minutes (Village of Lincolnshire)**
- 7.3 **Approval of Qualifications-Based Selection Policy and Procedure for the Village of Lincolnshire (Village of Lincolnshire)**
- 7.4 **Approval of an Ordinance Amending Chapter 15 of Title 1 Comprehensive Fee Schedule of the Lincolnshire Village Code to Update Engineering Fees & Water Meter Fees (Village of Lincolnshire)**

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

## **8.0 ITEMS OF GENERAL BUSINESS**

### 8.1 Planning, Zoning & Land Use

#### **8.11 Approval of a New Identification Building Wall Sign (Wipfli – 100 Tri-State International)**

Planning & Development Manager Zozulya provided a summary of the proposed identification building wall sign for Wipfli which exceeds the underlining height requirements of the sign code. The Architectural Review Board provided a unanimous, positive recommendation. Planning & Development Manager Zozulya stated the reason this is on the Regular Village Board Agenda and not the Committee of the Whole, is due to the fact that there is no Ordinance or Resolution needed for the Village Board to review and take action on this request.

Mr. Wayne Palmer of Prodigy Lighting & Sign LLC, representing Wipfli provided a brief presentation regarding the Wipfli request for new identification building wall sign.

Trustee Grujanac moved and Trustee Harms Muth seconded the motion to approve a New Identification Building Wall Sign (Wipfli – 100 Tri-State International). The roll call vote was as follows: AYES: Trustees McDonough, Grujanac, Harms Muth, and Hancock. NAYS: None. ABSENT: Trustees Leider and Servi. ABSTAIN: None. The Mayor declared the motion carried.

### 8.2 Finance and Administration

### 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 Hancock seconded the motion to adjourn. The voice vote was unanimous and Mayor Brandt declared the meeting adjourned at 7:30 p.m.

Respectfully submitted,  
**VILLAGE OF LINCOLNSHIRE**

Bradly J. Burke  
Deputy Village Clerk



**Agenda Item  
4.1**

**VILLAGE OF LINCOLNSHIRE**

**BILLS PRESENTED FOR PAYMENT**

02/11/2019

General Fund	\$	210,193.83
Water & Sewer Fund	\$	117,258.38
Motor Fuel Tax		
Water & Sewer Improvement Fund		
Fraud, Alcohol, Drug Enforcement		
Vehicle Maintenance Fund	\$	20,424.60
E 911 Fund	\$	33,610.50
Park Development Fund		
Sedgebrook SSA		
SSA Traffic Signal		
General Capital Fund	\$	25,658.88
<b>GRAND TOTAL</b>	<b>\$</b>	<b>407,146.19</b>

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Brad Burke, Village Manager

**CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE**  
**INVOICE DUE DATES 01/29/2019 - 02/11/2019**  
**JOURNALIZED**  
**BOTH OPEN AND PAID**

<b>INVOICE NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>VENDOR NAME: ADVANCE ENGINE REBUILDERS</b>		
20596	Western Plow Angle Cylinders	544.16
TOTAL VENDOR ADVANCE ENGINE REBUILDERS		544.16
<b>VENDOR NAME: AEREX PEST CONTROL SERVICES, INC.</b>		
1097850	Pest Control Services - Public Works (January)	55.00
1098421	Pest Control Services - Village Hall (January)	55.00
TOTAL VENDOR AEREX PEST CONTROL SERVICES, IN		110.00
<b>VENDOR NAME: AMAZON.COM</b>		
11155092048344228	Bissell Floor Scrubber & Polisher	264.98
113-4895028-3633058	Digital Voice Recorder w/Speech Recognition	189.20
113-0287623-7333067	Camera rapid connect adapters for evidence	75.16
113-1747398-1182637	Transfer Belt Kit for Police Admin Color printer	279.95
11424290211510657	Frames for Spring Lake Park Photos for PW Office	71.85
TOTAL VENDOR AMAZON.COM		881.14
<b>VENDOR NAME: AMERICAN PRINTING TECHNOLOGIES</b>		
1-LS02	02 2019 UB Print Service	465.00
19-LS02P	02 2019 UB Postage	936.52
TOTAL VENDOR AMERICAN PRINTING TECHNOLOGIES		1,401.52
<b>VENDOR NAME: AMERICAN PUBLIC WORKS ASS.</b>		
APWASC19ML	American Public Works Association Conference Reg	575.00
APWASC19JM	American Public Works Association Conference Re	575.00
TOTAL VENDOR AMERICAN PUBLIC WORKS ASS.		1,150.00
<b>VENDOR NAME: AMERICAN WATER WORKS</b>		
0352978419	AWWA Membership Renewal for Ryan Van (4-1-19)	218.00
TOTAL VENDOR AMERICAN WATER WORKS		218.00
<b>VENDOR NAME: AMERICAN WELDING &amp; GAS, INC.</b>		
06073404	Forlift Propane & Welder Gas	72.48
TOTAL VENDOR AMERICAN WELDING & GAS, INC.		72.48
<b>VENDOR NAME: AMERI-TEX INC.</b>		
114345	Embroider Vest Covers (Revoy & Petrick)	22.50
TOTAL VENDOR AMERI-TEX INC.		22.50
<b>VENDOR NAME: ANCEL GLINK DIAMOND BUSH</b>		
67782	BD Bond Escrow Attorney Fee_Terraco Gendell Re	115.00
2018-12	December 2018 Legal Fees	1,610.00
TOTAL VENDOR ANCEL GLINK DIAMOND BUSH		1,725.00
<b>VENDOR NAME: AQUA BACKFLOW</b>		
2018-941	Annual Fee Cross Connection Control Program We	360.00
TOTAL VENDOR AQUA BACKFLOW		360.00
<b>VENDOR NAME: ARROWHEAD FORENSICS</b>		
112929	Fingerprint Collecting Supplies	31.95
TOTAL VENDOR ARROWHEAD FORENSICS		31.95
<b>VENDOR NAME: AXON ENTERPRISES, INC.</b>		
SI-1573694	2019 Taser 60 X2 Unlimited	7,160.00
TOTAL VENDOR AXON ENTERPRISES, INC.		7,160.00
<b>VENDOR NAME: B &amp; F CONSTRUCTION CODE SERVICES</b>		
10963	December 2018 Inspections	2,065.00
TOTAL VENDOR B & F CONSTRUCTION CODE SERVICE		2,065.00
<b>VENDOR NAME: BELMONTE PRINTING CO</b>		
97370	2019 Field Directories	397.00

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<b>INVOICE NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>VENDOR NAME: BELMONTE PRINTING CO</b>		
TOTAL VENDOR BELMONTE PRINTING CO		397.00
<b>VENDOR NAME: BISHOP PLUMBING</b>		
96475	New Drinking Fountain Cooler @ Police Departmer	1,745.00
96474	New Air Compressor Lines @ Public Works (Materi	3,630.00
TOTAL VENDOR BISHOP PLUMBING		5,375.00
<b>VENDOR NAME: BROOKFILED PROPERTIES</b>		
B15-0022E refund	BD Bond Refund-Lincolnshire Commons 900 Milwa	7,884.37
TOTAL VENDOR BROOKFILED PROPERTIES		7,884.37
<b>VENDOR NAME: CHICAGO COMMUNICATIONS, LLC</b>		
308606	Reprogrammed 2 radios	200.00
TOTAL VENDOR CHICAGO COMMUNICATIONS, LLC		200.00
<b>VENDOR NAME: CINTAS CORPORATION #47P</b>		
47P106736	Weekly Uniform Rental - Public Works	97.30
47P105971	Weekly Uniform Rental - Public Works	97.30
TOTAL VENDOR CINTAS CORPORATION #47P		194.60
<b>VENDOR NAME: CLEVERBRIDGE, INC</b>		
BKD-73625018471	Nitro Productivity Suite-License	79.50
BKD-73625018744	Nitro Productivity Suite License	79.50
BKD-73625019021	Nitro Productivity Suite License	79.50
BKD-73625019300	Nitro Productivity Suite License	79.50
BKD-73625019537	Nitro Productivity Suite License	79.50
TOTAL VENDOR CLEVERBRIDGE, INC		397.50
<b>VENDOR NAME: COMED</b>		
3427049011-1-19	Rate 23 Lighting 12/20/18 - 1/24/19	922.51
TOTAL VENDOR COMED		922.51
<b>VENDOR NAME: CONCENTRIC INTEGRATION</b>		
0204010	Emergency HP Communication	1,331.67
TOTAL VENDOR CONCENTRIC INTEGRATION		1,331.67
<b>VENDOR NAME: CONSTELLATION NEWENERGY, INC.</b>		
13731143901	Electric supply WSR 11-29-18 to 1-2-19	2,636.91
TOTAL VENDOR CONSTELLATION NEWENERGY, INC.		2,636.91
<b>VENDOR NAME: CUTLER WORKWEAR</b>		
119127	Work Boots for Matt Liewehr	166.46
119163	Work Boots for Brad Taylor	189.85
119162	Work Boots for Dave Clauser	152.95
119164	Work Boots for Rob Byrne	193.46
119197	Work Boots for Josh Markham	150.00
119198	Work Boots for Tim Baynon	150.00
119201	Work Boots for James Egan	146.64
119876	Work Boots for Scott Malicki	165.55
119126	Work Boots for Josh Biddinger	170.96
TOTAL VENDOR CUTLER WORKWEAR		1,485.87
<b>VENDOR NAME: DIMEO BROS., INC.</b>		
41121	Water Main Break Repair - Village Hall (1.9.19)	9,961.00
TOTAL VENDOR DIMEO BROS., INC.		9,961.00
<b>VENDOR NAME: DITTRICH WALTER</b>		
878704190	APWA Meeting Reimbursement	30.00
TOTAL VENDOR DITTRICH WALTER		30.00
<b>VENDOR NAME: DOOR SYSTEMS</b>		
864723	Public Works East Garage Door - Maintenance	1,691.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: DOOR SYSTEMS</b>		
	TOTAL VENDOR DOOR SYSTEMS	1,691.00
<b>VENDOR NAME: ELEVATOR INSPECTION SERVICES</b>		
81881	January 2019 Elevator Re-Inspections 4@\$17 per	68.00
	TOTAL VENDOR ELEVATOR INSPECTION SERVICES	68.00
<b>VENDOR NAME: EXTRA SPACE STORAGE</b>		
12302018ES	January 2019 Storage Fees for Special Event Items	297.00
	TOTAL VENDOR EXTRA SPACE STORAGE	297.00
<b>VENDOR NAME: FULL SOURCE</b>		
FS3524985-SO	Winter Gloves for PW Workers	164.16
	TOTAL VENDOR FULL SOURCE	164.16
<b>VENDOR NAME: GARVEY'S OFFICE PRODUCTS</b>		
PINV1668273	Ink Pads	17.50
PINV1666787	Legal Pads, Cleaner, & Labels	109.42
	TOTAL VENDOR GARVEY'S OFFICE PRODUCTS	126.92
<b>VENDOR NAME: GAS DEPOT OIL COMPANY</b>		
65569	Gasoline	12,895.19
	TOTAL VENDOR GAS DEPOT OIL COMPANY	12,895.19
<b>VENDOR NAME: GETGO, INC.</b>		
137534007	Go To Meeting Subscription Purchase for VH Comr	358.88
	TOTAL VENDOR GETGO, INC.	358.88
<b>VENDOR NAME: GOVERNMENT FINANCE O</b>		
0145005-2019	Annual Dues- Peterson	170.00
	TOTAL VENDOR GOVERNMENT FINANCE O	170.00
<b>VENDOR NAME: GOVIT CONSORTIUM</b>		
2019-007	GovIT Consortium-Barracuda Email Security & Arch	6,500.15
2018-025	GovIT Consortium-2018 Master Contract - Draft Do	443.50
	TOTAL VENDOR GOVIT CONSORTIUM	6,943.65
<b>VENDOR NAME: GRAINGER, INC.</b>		
9056954226	Paper Clips Holder & Scissor	14.30
9059814013	PVC Gloves for Chemicals (Brine)	69.75
9067266123	Diesel Pump Breakaway	95.41
9071101944	Face Masks for PW Employees	217.05
	TOTAL VENDOR GRAINGER, INC.	396.51
<b>VENDOR NAME: GRAYBAR ELECTRIC COMPANY</b>		
9307731422	Bollard Repl. Park Lighting - Village Hall Triangle Ar	2,135.29
	TOTAL VENDOR GRAYBAR ELECTRIC COMPANY	2,135.29
<b>VENDOR NAME: HIGHLAND PARK, CITY OF</b>		
009297-01-19	01/2019 Water Purchase 4172 cuft Metr 70327541	10,150.48
009348-01-19	01/2019 Water Purchase 35512 cuft Metr 16033582	86,400.70
	TOTAL VENDOR HIGHLAND PARK, CITY OF	96,551.18
<b>VENDOR NAME: HOME DEPOT CREDIT SERVICES</b>		
5073424	Refund	(1.65)
6010377	Drill Bit Set	14.97
6010378	Welding Gloves and Safety Glasses	181.85
6383761	50 Gallon Hot Water Heater for Public Works	829.97
4011539	Mailbox Materials	191.76
4011487	Restoration Materials	34.94
5011385	Mailbox Materials	18.97
1010714	Restoration Supplies	32.97
5011380	Hand Sanitizer & Glade Plug-Ins	24.43

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INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: HOME DEPOT CREDIT SERVICES</b>		
5011419	Hex Bushing	6.96
1102097	PVC Refund	(32.97)
9010961	Blacktop Patch	175.52
9010984	Undercoat Spray	15.72
5011383	PVC Cap	1.78
4011502	Welded Wire & Wire Cutters	82.95
2011764	Anti-Icing Part	1.35
2011775	Heavy Duty Rafter Hanger	13.75
2392667	Vinyl Blinds	98.31
7012413	Heavy Duty Rafter Hanger	19.24
7904189	Public Works Water Heater	474.00
6012550	Vacume Filter & Magnets	59.90
2012929	Keypad & Scraper	40.96
1974909	Blacktop Patch	572.32
9013339	Scraper	22.98
206025	Ladder	234.31
846014	Ladder	235.62
903015	Electronic Ballast	424.10
TOTAL VENDOR HOME DEPOT CREDIT SERVICES		3,775.01
<b>VENDOR NAME: ICON BUILDING GROUP</b>		
B18-0018E Refund	BD Escrow Bond Refund 23477 Elm Road out of v	792.29
TOTAL VENDOR ICON BUILDING GROUP		792.29
<b>VENDOR NAME: IMPACT NETWORKING, LLC</b>		
IN182675	Kyocera 5052ci (Dory)	7,000.00
TOTAL VENDOR IMPACT NETWORKING, LLC		7,000.00
<b>VENDOR NAME: INTERDEV, LLC</b>		
MSP1018974-1	January 2019 IT Services	5,818.62
MSP1018974-2	January 2019 Automatic Client & Manage Client Mc	308.00
TOTAL VENDOR INTERDEV, LLC		6,126.62
<b>VENDOR NAME: INT'L SOCIETY OF ARBORICULTURE</b>		
260325-19	Certified Arborist Recertification for Tim Baynor	180.00
TOTAL VENDOR INT'L SOCIETY OF ARBORICULTURE		180.00
<b>VENDOR NAME: INVOICE CLOUD</b>		
1185-2019_1	02 2019 Paperless Utility Bills	47.50
TOTAL VENDOR INVOICE CLOUD		47.50
<b>VENDOR NAME: J. G. UNIFORMS, INC.</b>		
49422	OIC Chevrons	45.75
49070	Sgt. Chevrons and patch alterations	72.00
49188	Uniform Coat - Megerle	245.00
48720	Uniform Jacket Liner - Salkouskas	95.00
49071	Uniform Sweater - Salkouskas	135.00
TOTAL VENDOR J. G. UNIFORMS, INC.		592.75
<b>VENDOR NAME: JURCO KIMBERLY</b>		
INS Refund	02 2019 Insurance Premium Refund	1,737.00
TOTAL VENDOR JURCO KIMBERLY		1,737.00
<b>VENDOR NAME: LAKE COUNTY GRADING CO, LLC</b>		
0080201	Rivershire Nature Center Demolition	25,300.00
TOTAL VENDOR LAKE COUNTY GRADING CO, LLC		25,300.00
<b>VENDOR NAME: LAKE COUNTY ILLINOIS CONV &amp; VIS BUR</b>		
2019-7045	2019 Tourism Community Marketing Partnership	20,000.00
TOTAL VENDOR LAKE COUNTY ILLINOIS CONV & VIS B		20,000.00
<b>VENDOR NAME: LAKE FOREST ACUTE CARE</b>		
57255	N. Megerle Pre-Employment Drug Screen, Physica	902.00
57788	A. Anderson Pre-Employment Drug Screen, Physica	902.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: LAKE FOREST ACUTE CARE</b>		
	TOTAL VENDOR LAKE FOREST ACUTE CARE	1,804.00
<b>VENDOR NAME: LALUZERNE &amp; SMITH, LTD.</b>		
January 2019	January 2019 Legal Services	3,525.00
	TOTAL VENDOR LALUZERNE & SMITH, LTD.	3,525.00
<b>VENDOR NAME: LASER, STEPHEN</b>		
2004024-2006148	Pre-Employment Psychological Screenig Exams (Bl	1,650.00
	TOTAL VENDOR LASER, STEPHEN	1,650.00
<b>VENDOR NAME: LERMI</b>		
022119	LERMI Meeting (Anderson & Pieper)	20.00
	TOTAL VENDOR LERMI	20.00
<b>VENDOR NAME: LINCOLNSHIRE RIVERWOODS FPD</b>		
10352	Plan Review 500 Bond St Flexan P19-0007E	319.00
10292	Plan Review 400 Knightsbridge NEXUS P18-0176	319.00
	TOTAL VENDOR LINCOLNSHIRE RIVERWOODS FPD	638.00
<b>VENDOR NAME: LINCOLNSHIRE VILLAGE-PETTY CASH</b>		
02112019	02/11/19 Petty Cash Reimbursements	79.99
	TOTAL VENDOR LINCOLNSHIRE VILLAGE-PETTY CASH	79.99
<b>VENDOR NAME: LOGSDON OFFICE SUPPL</b>		
1047538-001	Paper 2 rolls @47.90/roll for Cannon IPF765 large 1	95.80
1047808-001	Copy Paper for Village Hall & Public Works	151.80
	TOTAL VENDOR LOGSDON OFFICE SUPPL	247.60
<b>VENDOR NAME: MACNEIL AUTOMOTIVE P</b>		
32874	Leak Locating for Village Hall	725.00
32875	Leak Locating for 1 Yorkshire & 30 Cedar	895.00
	TOTAL VENDOR MACNEIL AUTOMOTIVE P	1,620.00
<b>VENDOR NAME: MANKOFF INDUSTRIES</b>		
4763	Monthly Inspection for Underground Storage Tank -	660.00
	TOTAL VENDOR MANKOFF INDUSTRIES	660.00
<b>VENDOR NAME: MARSH</b>		
346974086946	Public Official Bond- Burke \$10,000	100.00
	TOTAL VENDOR MARSH	100.00
<b>VENDOR NAME: MENONI &amp; MOCOJNI, IN</b>		
25018	Grade 9 Crushed Gravel for Village Hall Water Main	1,712.33
	TOTAL VENDOR MENONI & MOCOJNI, IN	1,712.33
<b>VENDOR NAME: MICHAEL MERANDA JR.</b>		
190102	01/28/2019 RVB/COW Mtgs.	120.00
	TOTAL VENDOR MICHAEL MERANDA JR.	120.00
<b>VENDOR NAME: MID AMERICAN WATER OF WAUCONDA INC.</b>		
206267W	45 Londonderry Emergency	149.60
206220W	45 Londonderry Parts	2,997.20
	TOTAL VENDOR MID AMERICAN WATER OF WAUCOND	3,146.80
<b>VENDOR NAME: MIDWEST METER INC.</b>		
0108046	Water Meter for 325 Marriott and 1207 Riverwoods	849.50
864136	East Elevation Salt Bay Door	840.60
0108268	Meter Bases & Gaskets	991.75
	TOTAL VENDOR MIDWEST METER INC.	2,681.85

**CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE**  
**INVOICE DUE DATES 01/29/2019 - 02/11/2019**  
**JOURNALIZED**  
**BOTH OPEN AND PAID**

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: MIDWEST ORGANICS</b>		
18370	45 Londonderry	100.00
TOTAL VENDOR MIDWEST ORGANICS		100.00
<b>VENDOR NAME: MORTON SALT</b>		
5401771398	Rock Salt	2,548.72
TOTAL VENDOR MORTON SALT		2,548.72
<b>VENDOR NAME: MUGS PIZZA RIBS</b>		
166562	12/19/18 Pizza for crews working on water main bre	38.79
TOTAL VENDOR MUGS PIZZA RIBS		38.79
<b>VENDOR NAME: MUNICIPAL GIS PARTNERS, INC.</b>		
4662	GIS staffing and services for January 2019	5,065.84
TOTAL VENDOR MUNICIPAL GIS PARTNERS, INC.		5,065.84
<b>VENDOR NAME: NAFTO</b>		
5396	2019 Membership Nat'l Assoc. FTO - Brown	40.00
TOTAL VENDOR NAFTO		40.00
<b>VENDOR NAME: NAPA AUTO PARTS -WHE</b>		
516567	Diesel Exhaust Fluid	89.90
TOTAL VENDOR NAPA AUTO PARTS -WHE		89.90
<b>VENDOR NAME: NAPA-SHERIDAN AUTO PARTS</b>		
000460	Diesel Fuel Treatment	113.28
TOTAL VENDOR NAPA-SHERIDAN AUTO PARTS		113.28
<b>VENDOR NAME: NORTH EAST MULTI-REGIONAL TRAINING</b>		
248305	Interview & Interrogations training (Revoy)	400.00
248344	Advanced Interview & Interrogations training (Revoy)	125.00
TOTAL VENDOR NORTH EAST MULTI-REGIONAL TRAINI		525.00
<b>VENDOR NAME: NORTH SUBURBAN EMPLOYEE BENEFIT COO</b>		
2019-02	February 2019 Dental	42.00
2019-01	January 2019 Dental Premiums	7,201.00
2019-01	January 2019 Medical Insurance Premiums	82,938.10
TOTAL VENDOR NORTH SUBURBAN EMPLOYEE BENE		90,181.10
<b>VENDOR NAME: NUTOYS LEISURE PRODU</b>		
48723	Double Clevis w/ Bolts	227.00
TOTAL VENDOR NUTOYS LEISURE PRODU		227.00
<b>VENDOR NAME: OAK BROOK MECHANICAL SERVICES INC.</b>		
14302	HVAC Inspection Contract for 2019	10,109.00
TOTAL VENDOR OAK BROOK MECHANICAL SERVICES I		10,109.00
<b>VENDOR NAME: O'HERRON CO INC</b>		
1858103-IN-2	shipping charge on previous order	8.18
1905942-IN	Uniform Pants - Anderson	126.95
1905944-IN	Uniform Shirts & Pants, Duty Gear - Megerle	797.53
TOTAL VENDOR O'HERRON CO INC		932.66
<b>VENDOR NAME: PAYLOCITY</b>		
104748558	02/01/19 Pay Services & W2 Processing	818.28
104707875	01/18/19 Pay Services	638.95
TOTAL VENDOR PAYLOCITY		1,457.23
<b>VENDOR NAME: QUILL CORPORATION</b>		
4422235	Legal Pads	16.29
4432093	Folders, binders, toner police b&w, cyan toner polic	672.80

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE  
INVOICE DUE DATES 01/29/2019 - 02/11/2019  
JOURNALIZED  
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: QUILL CORPORATION</b>		
	TOTAL VENDOR QUILL CORPORATION	689.09
<b>VENDOR NAME: REINDERS, INC.</b>		
1769556-00	Toro Polar Trac	649.13
	TOTAL VENDOR REINDERS, INC.	649.13
<b>VENDOR NAME: ROGER JUNGE</b>		
RJ20191	4 Dukes Lane - Mailbox Reimbursement	75.88
	TOTAL VENDOR ROGER JUNGE	75.88
<b>VENDOR NAME: SAM'S CLUB</b>		
2019-01	2019 Membership	45.00
	TOTAL VENDOR SAM'S CLUB	45.00
<b>VENDOR NAME: STALKER RADAR</b>		
341999	Radar Cable kit	122.00
	TOTAL VENDOR STALKER RADAR	122.00
<b>VENDOR NAME: STEINER ELECTRIC COMPANY</b>		
12371	Birch Lakes Lift Station Gen Set PM	425.00
	TOTAL VENDOR STEINER ELECTRIC COMPANY	425.00
<b>VENDOR NAME: STREICHER'S, INC.</b>		
I1350132	Gun Holster - Megerle	129.99
	TOTAL VENDOR STREICHER'S, INC.	129.99
<b>VENDOR NAME: SYMBOLARTS</b>		
323577-IN	Shirt Badges (94,95,96,97)	180.00
	TOTAL VENDOR SYMBOLARTS	180.00
<b>VENDOR NAME: THE FLYING LOCKSMITHS</b>		
094-1096107	Village Hall Gate	966.00
	TOTAL VENDOR THE FLYING LOCKSMITHS	966.00
<b>VENDOR NAME: VALLEY FIRE PROTECTI</b>		
158456	Water Leak @ Village Hall (1.8.19)	575.00
	TOTAL VENDOR VALLEY FIRE PROTECTI	575.00
<b>VENDOR NAME: VENKAT GOPAL ACHI &amp; SRIDEVA ACHI</b>		
B18-0017E-Refund	BD Escorw Bond Refund_23344 Indian Creek Rd_c	849.79
	TOTAL VENDOR VENKAT GOPAL ACHI & SRIDEVA ACHI	849.79
<b>VENDOR NAME: VERIZON WIRELESS</b>		
9822122131	12/13 - 01/12/19 SCADA Data Plan Util	237.69
	TOTAL VENDOR VERIZON WIRELESS	237.69
<b>VENDOR NAME: VERNON HILLS VILLAGE</b>		
DSP-FEB19	February 2019 Dispatch Services	33,610.50
	TOTAL VENDOR VERNON HILLS VILLAGE	33,610.50
<b>VENDOR NAME: WASTE MANAGEMENT</b>		
6512029-2008-8	WM YW Stk #45846-45945, ID 1-40385-43001	325.00
	TOTAL VENDOR WASTE MANAGEMENT	325.00
<b>VENDOR NAME: WATCHGUARD VIDEO</b>		
QUO-63686-M6P0	In-Car Video Maintenance & Warranty	4,620.00
	TOTAL VENDOR WATCHGUARD VIDEO	4,620.00
<b>VENDOR NAME: XEROX CORPORATION</b>		

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: XEROX CORPORATION</b>		
095880611	Nemo Base Charge 12/21/18 - 01/21/19	57.00
095880612	Police Base Charge 12/21/18 - 01/21/19	85.00
095880614	Coco Billable Color Prints 12/21/18 - 01/30/19 (Bas	142.29
TOTAL VENDOR XEROX CORPORATION		284.29
<b>VENDOR NAME: ZORO TOOLS, INC.</b>		
5459258	Highlighters, Pens & Scissors	20.61
TOTAL VENDOR ZORO TOOLS, INC.		20.61
<b>GRAND TOTAL:</b>		<b>407,146.19</b>

**REQUEST FOR BOARD ACTION**  
**REGULAR VILLAGE BOARD MEETING**  
**FEBRUARY 11, 2019**

**Subject:** Separation from the Joint Emergency Telephone Systems Board (JETSB) with Vernon Hills, Libertyville, and Countryside Fire and establishment of the JETSB with Deerfield and Bannockburn

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**Action Requested:** Approval of Resolution Related to the Separation from the Joint Emergency Telephone Systems Board with Vernon Hills, Libertyville and Countryside Fire and Approving an Intergovernmental Agreement to Establish a Joint Emergency Telephone System Board with Deerfield and Bannockburn – Waiver of First Reading Requested

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

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**Referred To:** Village Board

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**Summary / Background:**

- On November 14, 2016, the Village Board approved an intergovernmental agreement to create the Joint Emergency Telephone Systems Board (“JETSB”) with Vernon Hills, Libertyville and Countryside Fire. The role of a JETSB is to oversee the 911 system and all 911 surcharge revenues and expenses.
- On September 30, 2018, the intergovernmental agreement between the Village of Lincolnshire and the Village of Vernon Hills to provide dispatch services expired.
- On October 9, 2018, the Village Board approved an intergovernmental agreement authorizing an extension of Vernon Hills dispatch services through April 30, 2019.
- The current Intergovernmental Agreement for the JETSB with Vernon Hills, Libertyville and Countryside Fire allows for termination of participation in the JETSB upon expiration or termination of the Dispatch Services Agreement with Vernon Hills.
- On November 12, 2018, the Village approved an intergovernmental agreement with the Village of Deerfield to provide dispatch services.
- On February 6, 2019 the Vernon Hills, Libertyville and Countryside Fire JETSB passed a resolution authorizing Lincolnshire to leave that JETSB and join the Deerfield, Bannockburn JETSB.
- The attached resolution allows Lincolnshire to leave the existing Vernon Hills, Libertyville, Countryside Fire JETSB; and join the Deerfield, Bannockburn JETSB effective upon and subject to the condition precedent that the Statewide 9-1-1 Administrator approves the plan, but not before April 30, 2019.
- The IGA provides each Village to be represented by two voting members on the Board. Each board member would be appointed by the governing board of each of the parties. An additional member of the Board shall be a public member who is a resident of the

local exchange service territory included in the 9-1-1 coverage area served by the JETSB. Each Village shall take turns appointing the public member.

**Recommendation:**

Staff recommends approval of a resolution authorizing separation from the JETSB established between the Lincolnshire, Vernon Hills, Libertyville, and Countryside Fire and establishing the JETSB with Deerfield and Bannockburn. Due to the time sensitive nature of the process, staff recommends waiving of the first reading.

**Reports and Documents Attached:**

- Resolution to separate from the JETSB with Vernon Hills, Libertyville, and Countryside Fire and establish the JETSB with Deerfield and Bannockburn
- Intergovernmental Agreement to create JETSB with Deerfield and Bannockburn

<b>Meeting History</b>	
<b>Regular Village Board Meeting:</b>	<b>February 11, 2019</b>

## VILLAGE OF LINCOLNSHIRE

### RESOLUTION

#### **A RESOLUTION RELATED TO THE SEPARATION FROM THE JOINT EMERGENCY TELEPHONE SYSTEM BOARD WITH VERNON HILLS, LIBERTYVILLE AND COUNTRYSIDE FIRE AND APPROVING AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH A JOINT EMERGENCY TELEPHONE SYSTEM BOARD WITH DEERFIELD AND BANNOCKBURN**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other local government or body in the State; and

**WHEREAS**, on July 9, 2013, the Village of Lincolnshire entered into an intergovernmental agreement with the Village of Vernon Hills for the purpose of providing dispatch services; and

**WHEREAS**, pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.*, the Village entered into an Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board (“JETSBS”) with the Village of Vernon Hills, the Village of Libertyville and the Countryside Fire Protection District commencing on May 1, 2017; and

**WHEREAS**, the original intergovernmental agreement for dispatch services with the Village of Vernon Hills was set to expire on September 30, 2018; and

**WHEREAS**, on September 24, 2018, the Lincolnshire Village Board voted to extend the intergovernmental agreement for dispatch services with the Village of Vernon Hills through at least April 30, 2019 or such other dates as the parties may mutually agree; and

**WHEREAS**, on November 12, 2018, the Village of Lincolnshire entered into an intergovernmental agreement with the Village of Deerfield to provide dispatch services; and

**WHEREAS**, the Village of Deerfield operates a full service dispatch center at 850 Waukegan Road, Deerfield, Illinois which serves as a public safety answering point (“PSAP”), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.* (the “Act”); and

**WHEREAS**, Deerfield, Lincolnshire and Bannockburn have entered into intergovernmental agreements (collectively, the “Emergency Dispatch Service Agreements”), pursuant to which Deerfield will provide dispatch services to each of those parties; and

**WHEREAS**, Lincolnshire desires to separate from the JETSB created with Vernon Hills, Libertyville and the Countryside Fire and enter into an Intergovernmental Agreement establishing a JETSB with the Village of Deerfield and Village of Bannockburn; and

**WHEREAS**, Section 15.4 of the Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a JETSB, as defined therein; and

**WHEREAS**, Moreover, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a JETSB; and

**WHEREAS**, Lincolnshire, Deerfield and Bannockburn desire to establish a new JETSB with Lincolnshire to comply with the consolidation requirements of Section 15.4a of the Act, as described above; and

**WHEREAS**, The Parties have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement to form and become members of a JETSB.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Lincolnshire as follows:

**SECTION 1. RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution.

**SECTION 2. TERMINATION OF LINCOLNSHIRE MEMBERSHIP.** The Village of Lincolnshire’s membership and participation in the Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board with Village of Vernon Hills, Countryside Fire Protection District and Village of Libertyville shall terminate upon the effective date of this resolution.

**SECTION 3. APPROVAL OF INTERGOVERNMENTAL AGREEMENT ESTABLISHING JETSB WITH VILLAGES OF DEERFIELD AND BANNOCKBURN.**

The Lincolnshire Village Board hereby approves an Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board with the Village of Deerfield and Village of Bannockburn, attached hereto as Exhibit A and incorporated by reference, is hereby approved; and

**SECTION 4. AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENT.**

The Lincolnshire Village Board hereby authorizes and directs the Mayor to execute and the Village Clerk to attest, on behalf of the Village, the Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board with the Village of Deerfield and Village of Bannockburn.

**SECTION 5 CONDITION PRECEDENT.** This resolution become effective upon and subject to the condition precedent that the Statewide 9-1-1 Administrator approves a consolidation plan which results in Lincolnshire forming and joining a JETSB with the Village of Deerfield and the Village of Bannockburn, but not before April 30, 2019. The termination of the Village's membership in its existing JETSB, and its organization of the new JETSB, shall not occur before the consolidation plan is approved by the Statewide 9-1-1 Administrator.

**BE IT FURTHER RESOLVED** that the Mayor and Board of Trustees hereby appoint as Board Members representing the Village on the Deerfield, Bannockburn, Lincolnshire Joint Emergency Telephone System Board the following officers: Chief of Police and the Finance Director.

SO RESOLVED this \_\_\_\_\_ Day of February, 2019.

AYES:  
NAYS:  
ABSENT:

APPROVED:

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

ATTEST:

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

**EXHIBIT A**

**Intergovernmental Agreement Establishing a  
Joint Emergency Telephone Systems Board**

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING  
A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD**

**THIS INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2019 (the “Effective Date”), by and between the Village of Deerfield, an Illinois home rule municipal corporation (hereinafter, “Deerfield”), the Village of Bannockburn, an Illinois home rule municipal corporation (hereinafter, “Bannockburn”), and the Village of Lincolnshire, an Illinois home rule municipal corporation (hereinafter, “Lincolnshire”), (For convenience, Deerfield, Bannockburn, Lincolnshire, may be referred to individually as a “Party” and collectively as the “Parties.”)

**RECITALS**

- A. Deerfield operates a full service dispatch center from a facility located at \_\_\_\_\_, Deerfield, Illinois (the “Deerfield Communication Center”).
- B. The Deerfield Communication Center is a public safety answering point (“PSAP”), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.* (the “Act”).
- C. Bannockburn and Lincolnshire have each entered into intergovernmental agreements with Deerfield (collectively, the “Dispatch Service Agreements”), pursuant to which Deerfield provides dispatch services to each of those Parties.
- D. Each of Deerfield, Bannockburn and Lincolnshire either has an emergency telephone systems board, as defined in the Act, appointed by its corporate authorities or is a member of another Joint Emergency Telephone Systems Board.
- E. Section 15.4 of the Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a joint emergency telephone system board, as defined therein.
- F. Moreover, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board.
- G. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.
- H. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be

exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

I. The Parties are units of local government, and Deerfield and Lincolnshire are home rule municipalities.

J. Deerfield, Bannockburn and Lincolnshire desire to establish a new joint emergency telephone system board to comply with the consolidation requirements of Section 15.4a of the Act, as described above.

K. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards.

L. The Parties have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

**Section 1. Incorporation of Recitals.** The foregoing recitals are material to this Agreement and are incorporated herein as if set forth in full. In the event of any ambiguity in the enforcement and implementation of this Agreement, it is the Parties' intent for the Agreement to be construed to most completely accomplish the purposes described in the foregoing recitals.

**Section 2. Dispatch Service Agreements.** The Parties expressly acknowledge and agree that the Dispatch Service Agreements remain in full force and effect, and are not amended, modified, or superseded in any way by this Agreement. To the extent that there are any conflicts between the provisions of the Dispatch Service Agreements and this Agreement, the provisions of the Dispatch Service Agreements shall prevail.

**Section 3. Creation of JETSB.** Effective May 1, 2019 (the "Commencement Date"), the Parties establish a joint emergency telephone system board (the "JETSB" or the "Board"), as defined in the Act. The organization and powers of the JETSB shall be as set forth both herein and in Section 15.4 of the Act. Pursuant to Section 15.4(e) of the Act, the corporate authorities of each Party shall rescind the ordinance or ordinances creating that Party's individual emergency telephone system boards or their current membership in another joint emergency telephone system board, effective upon the creation of the JETSB on the Commencement Date, subject to regulatory approval of the consolidation plan to which this Agreement pertains (the "Consolidation Plan") by the Statewide 9-1-1 Administrator. In the event the Consolidation Plan is not approved, the parties will work together to resubmit the Consolidation Plan for approval. Notwithstanding anything herein to the contrary, the Commencement Date shall not occur before the Consolidation Plan is approved by the Statewide 9-1-1 Administrator.

**Section 4. Board Composition.**

A. Each Party to this Agreement shall be represented by two members of the Board (each, a “Board Member”). Each Party’s Board Member shall be designated by the governing board of each of the parties. One Board Member from each Party shall represent such Party’s public safety agencies, including but not limited to the police department, fire department or emergency medical services provider, and shall be appointed on the basis of their ability or experience. The other Board Member from each Party is permitted to be an elected or appointed official or an employee of such Party. At least one Board Member from Deerfield shall be a representative of the PSAP.

B. Each Party may designate an alternate (each, an “Alternate”) to attend regular and special Board meetings, with the same voting power as a Board Member, when a Board Member is incapable of attending.

C. One additional member of the Board shall be a public member who is a resident of the local exchange service territory included in the 9-1-1 coverage area served by the JETSB. Each Party to this Agreement shall take turns appointing the public member, commencing in alphabetical order by Party name. The public member need not be a resident of the Party making the appointment so long as the public member is a resident of the 9-1-1 coverage area served by the JETSB. Each public member shall serve a three (3) year term.

D. At the first meeting of the Board, the Board shall elect a Chairman from among its members, who shall preside over all Board meetings. The term of the first Chairman shall be for a one-year term, or until April 30, 2020, whichever occurs first. In each subsequent year, the Chairman will rotate through each of the Parties for a one-year term. In the absence of the Chairman at any meeting, the Board shall elect a temporary chair to preside over the meeting.

E. At the first meeting of the Board in each fiscal year, the Board shall elect a Secretary from among its Members, who shall be responsible for keeping the Board’s records and for taking minutes of all Board meetings. The term of the Secretary shall be one year.

F. At the first meeting of the Board, the Board shall select which Board Members shall serve an initial term of 1, 2 or 3 years. Upon the expiration of each Board Member’s initial term, the succeeding term shall be for three years.

G. The JETSB’s fiscal year shall be from May 1 to April 30.

H. The Deerfield Finance Director, as ex officio Treasurer, shall act as the treasurer and FOIA compliance officer. The Treasurer shall not be a voting member of the Board nor count towards a quorum.

**Section 5. Board Powers.**

The powers of the JETSB shall be limited to the following:

A. Maintaining control over the Fund, defined in Section 7 hereof, including:

1. Receiving monies from the surcharge imposed under Section 15.3 of the Act, or disbursed to it under Section 30 of the Act, and from any other source, for deposit into the Fund, as defined in Section 7, herein; and

2. Authorizing all disbursements from the Fund pursuant to Section 7 of this Agreement.

B. Planning and maintaining the System (defined herein). On behalf of the Board, Deerfield shall exercise these powers pursuant to the Dispatch Service Agreements, including:

1. Planning a 9-1-1 system (the "System");

2. Coordinating and supervising any implementation, upgrading, or maintenance of the System approved by the Board, including the establishment of equipment specifications and coding systems and maintenance of a Master Street Address Guide database that meets the requirements of Section 15.4(d) of the Act;

3. Hiring, on a temporary or permanent basis, any staff necessary for the implementation or upgrade of the System;

4. Contracting with telecommunications providers to service the System and reviewing and approving all Network Costs incurred in the provision of such services; and

5. Preparing all annual reports required to be provided to the Statewide 9-1-1 Administrator or any other government agency pursuant to the Act.

C. Any other powers conferred upon it by the Act.

### **Section 6. Board Meetings and FOIA**

A. The Board shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, et seq. (the "OMA").

B. Special meetings of the Board may be called by the Chairman or by Members representing a majority of a quorum of the Board.

C. A majority of all Board Members then holding office shall constitute a quorum for the transaction of all business by the Board.

D. All meetings of the JETSB shall comply with the requirements of the OMA.

E. A simple majority vote of all Board Members present shall be required to pass any motion or resolution.

F. Each Board Member shall be entitled to one vote on each matter of

business considered by the Board.

G. No Board Member shall be permitted to vote by proxy.

H. A Board Member shall be allowed to attend a meeting electronically and participate in such meetings, and exercise all rights and privileges of a Board Member, whenever the following criteria are satisfied:

1. A quorum of the Board is physically present for the meeting;
2. The Board Member has given notice to the Board Secretary at least 24 hours in advance of the meeting of the Board Member's absence and the reasons therefor;
3. The Board Member's absence is caused by (i) personal illness or disability; (ii) employment purposes or the business of Board or the Member's public body; or (iii) a family or other emergency; and
4. An audio and/or video conference is established which is capable of permitting all Members of the Board participating in the meeting to be heard by each other.

When a Member participates in a meeting electronically, all votes shall be taken by roll call and the votes of each Member shall be recorded in the Board's minutes.

I. The Board may adopt bylaws, rules for public comment and additional rules of procedure it deems appropriate for conducting business.

J. Unless otherwise provided in rules of procedure adopted by the Board, Board meetings shall be conducted in accordance with the current edition of Robert's Rules of Order.

K. All FOIA requests for the JETSB are to be submitted to the Treasurer.

**Section 7. Emergency Telephone System Fund and Distribution.**

A. Effective on the Commencement Date, there shall be created an Emergency Telephone System Fund (hereafter the "Fund") into which all 9-1-1 surcharge revenues and reserve balances of the Parties' respective ETSB funds received by the Board shall be deposited. The Fund shall have a separate interest-bearing account. All interest accruing in the Fund shall remain in the Fund, until such time as it is disbursed, on a pro-rata basis, using month-end balances attributable to each Party, by resolution of the Board.

B. No expenditures of 9-1-1 surcharge revenues may be made except upon direction of the Board. The Parties agree that at the Board's regular meetings, the Board will, in addition to any other business, consider Parties' requests for disbursements made in accordance with Section 7.D.4 hereof.

C. The Parties agree that accounting of money deposited to and distributions

made from the Fund shall occur as follows:

1. ISP will distribute 9-1-1 surcharge revenues to the Fund in accordance with the Act and any applicable administrative rules;

2. 9-1-1 surcharge revenues will be accounted for according to each Party's jurisdiction where the revenue was collected based on the funding level set forth in the Act, as the Act may be amended from time to time;

3. The Treasurer shall account for and report 9-1-1 surcharge revenues collected by the Board and attributed to each Party;

4. At any meeting of the Board, a Party may request approval from the Board to use 9-1-1 surcharge revenue in satisfaction of allowable expenditures under the Act ("Allowable Expenditures") for which the requesting Party has legally obligated itself as of the date of the disbursement request. No later than 5 business days prior to the Board meeting, a requesting Party shall submit to the Treasurer a certified statement detailing the nature and amounts of such Allowable Expenditures for which disbursement is sought, together with supporting documentation concerning such Allowable Expenditures ("Supporting Documentation"), the sufficiency of which shall be determined by the Treasurer. Such Supporting Documentation may include, without limitation, approved and executed contracts and/or purchase orders. The Board shall consider and act promptly upon all such requests properly submitted.

5. At its first meeting during any fiscal year, the Board may approve disbursements to each Party for Allowable Expenditures that constitute the applicable percentage of that year's annual amounts due under each Party's Dispatch Service Agreement. Such action shall authorize the Treasurer to disburse said amounts to each Party as surcharge revenues attributable to that Party are received and deposited in the Fund, without further action by the Board during that fiscal year, subject to Section 7.C.6, below.

6. No Party shall be entitled to receive any disbursement in excess of the balance held in the Fund that is attributable to that Party at the time of its request for disbursement.

7. Upon approval by the Board, the Treasurer shall execute approved disbursements from the Fund to each Party within 10 business days.

8. Moneys other than 9-1-1 surcharge revenues that are related to the operation of the System and properly received by the Board, including, but not limited to grant funds, shall be placed in the Fund and disbursed pursuant to direction of the Board.

D. As of the Commencement Date, if a Party has a reserve balance of 9-1-1 surcharge revenues, or if that Party receives additional 9-1-1 surcharge revenues directly from the State of Illinois, or if that Party receives a disbursement upon withdrawing from another joint emergency telephone system board, that Party shall transfer such revenues into the Fund and such revenues will be recorded as attributable

to that Party.

E. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the Board upon ten business days' notice. The Treasurer will take all commercially reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit. If the Party's independent audit demonstrate that the Fund contains an error of greater than 5% of the balance attributable to such Party, the Board shall reimburse the Party for the costs of the audit.

F. The Treasurer shall maintain detailed books and records related to consolidation grants and surcharge disbursements received and the use of those funds in accordance with applicable law and generally accepted accounting principles. The Treasurer shall maintain such books and records for a minimum of five years. All such books and records shall be available for review or audit by the Department of State Police, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Treasurer and the Board shall cooperate fully with any such review or audit.

### **Section 8. Entry and Termination.**

A. Each municipality or county that becomes a party to this Agreement after the Effective Date hereof (each, a "Subsequent Party") shall be entitled to representation on the Board in the same manner as described in Section 4.A. of this Agreement. Each Subsequent Party shall rescind its ordinance or ordinances creating its individual emergency telephone system board, and shall eliminate such emergency telephone system board, upon becoming a Subsequent Party. Alternatively, each Subsequent Party shall rescind its ordinance or ordinances joining another joint emergency telephone system board and withdraw therefrom effective upon becoming a Subsequent Party.

B. Any municipality or county wishing to become a Subsequent Party may make application for such status (each, a "Subsequent Party Application") to the JETSB. Any Subsequent Party Application shall include a copy of a resolution duly adopted by the corporate authorities of the applying entity expressing that entity's desire and intent to become a Subsequent Party and approving the same, subject to the approval of the JETSB. The JETSB shall review any Subsequent Party Application and determine, by vote of all Board Members then holding office, whether to admit the applying entity as a Subsequent Party. Each Party and Subsequent Party delegates to its respective Board Member the express authority to act on behalf of that Party or Subsequent Party in accordance with the provisions of this Section 8.

C. As a condition to becoming a Subsequent Party, each Subsequent Party must enter into an agreement pursuant to which Deerfield shall provide dispatch services to that Subsequent Party, similar in form and scope to the Dispatch Service Agreements for the other Parties.

D. Any Party or Subsequent Party may terminate its status as such and withdraw from the Board by providing written notice to the Treasurer identifying the joint

emergency telephone system board that such Party or Subsequent Party will join upon termination and withdrawal from the Board. The effective date of any Party's termination under this paragraph shall be the end of the fiscal year which occurs not less than twelve months after the date of notice of intent to withdraw. Notwithstanding the foregoing, if applicable law is amended such that the Parties' participation in a joint emergency telephone systems board is no longer required, then any Party may terminate its status as a Party and withdraw from the Board upon thirty (30) days written notice to the Treasurer, and without the need to identify any other joint emergency telephone systems board that it intends to join.

E. Any Party or Subsequent Party that terminates its status and withdraws from the Board, shall, after the effective date of the withdrawal, receive a final distribution from the Fund in proportion to its remaining balance of funds in the Fund. Such distribution shall be made in accordance with Section 7 of this Agreement and any other Board rules and procedures with respect to Fund expenditures.

F. Upon expiration or termination of any Party's Dispatch Service Agreement with Deerfield, the Board Shall, in its discretion and upon passage of a resolution, terminate that Party's participation in the JETSB. In that event, the termination of that Party's participation in the JETSB shall be effective upon 120 days written notice by the JETSB.

**Section 9. 9-1-1 Authority.** The Parties acknowledge that Title 83, Parts 1325 and 1328 of the Illinois Administrative Code (the "Rules") sets forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems. The Parties further acknowledge and agree that Deerfield shall perform the administrative functions of the "9-1-1 Authority" described in the Rules. For all other purposes, the Board shall serve as, and perform the functions of, the "9-1-1 Authority" as referenced elsewhere in the Rules.

As additional consideration for Deerfield performing the administrative functions of the 9-1-1 Authority, the Board shall indemnify and hold Deerfield harmless and free from liability of any kind whatsoever arising from third party claims resulting from the acts or conduct of Deerfield, their agents, representatives and employees in the performance of the administrative functions of the 9-1-1 Authority, except to the extent caused by the Intentional or gross negligence acts or omissions of Deerfield, its agents, representatives, employees, officers and anyone for whom it may be held liable. The Parties agree that the indemnity described herein is not intended to apply to (a) claims by the Parties that Deerfield has breached this Agreement, or (b) the performance of dispatch services, which is addressed separately in the Dispatch Service Agreements. Nothing herein waives any immunities Deerfield may assert.

**Section 10. General Provisions.**

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1)

business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. Notices to the Parties and to the Treasurer shall be addressed as follows:

**Parties:**

Village of Deerfield  
850 Waukegan Road  
Deerfield, Illinois 60015  
Attention: Village Manager

With a copy to: John Kelly  
Ottson, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd  
1804 North Naper Boulevard, Suite 350  
Naperville, IL 60563

Village of Bannockburn  
2275 Telegraph Road  
Bannockburn, Illinois 60015  
Attention: Village Manager

With copy to: Victor P. Filippini, Jr.  
Filippini Law Firm  
990 Grove Street, Suite 220  
Evanston, Illinois 60201

Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL 60069  
Attention: Village Manager

With a copy to: Adam B. Simon  
Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.  
175 E. Hawthorn Parkway, Suite 145  
Vernon Hills, IL 60061

**Treasurer:**

Village of Deerfield  
850 Waukegan Road  
Deerfield, Illinois 60015  
Attn: Finance Director

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois. Venue for any disputes arising under this Agreement shall lie exclusively in the Circuit Court of Lake County, Illinois.

D. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by law.

E. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties.

F. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future, except to the extent such amendment may frustrate the essential purpose of this Agreement.

G. Authority to Execute. Each Party hereby warrants and represents to the other Parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such Party.

H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Parties.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

J. Effective Date. The Effective Date of this Agreement shall be May 1, 2017.

[Signature page follows.]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below.

**VILLAGE OF DEERFIELD**

**VILLAGE OF BANNOCKBURN**

By \_\_\_\_\_  
Village President

By \_\_\_\_\_  
Village President

Attest

Attest

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

**VILLAGE OF LINCOLNSHIRE**

By \_\_\_\_\_  
Mayor

Attest

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

Date \_\_\_\_\_