Village of Lincolnshire
One Olde Half Day Road, Lincolnshire, IL 60069
Ph: 847.883.8600 | Fax: 847.883.8608 | www.lincolnshireil.gov

AGENDA
COMMITTEE OF THE WHOLE MEETING
Village Hall – Board Room
Monday, March 11, 2019
Following Regular Village Board Meeting

Reasonable accommodations / auxiliary aids will be provided to enable persons with disabilities to effectively participate in any public meetings of the Board. Please contact the Village Administrative Office (847.883.8600) 48 hours in advance if you need special accommodations to attend. The Committee of the Whole will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so. Citizens wishing to address the Board on agenda items may speak when the agenda item is open, prior to Board discussion.

CALL TO ORDER

1.0 **ROLL CALL**

2.0 **APPROVAL OF MINUTES**

2.1 Acceptance of the February 25, 2019 Committee of the Whole Meeting Minutes

3.0 **ITEMS OF GENERAL BUSINESS**

3.1 Planning, Zoning and Land Use

3.11 Preliminary Evaluation Regarding Rezoning 2 Hotz Road from R1 Single-Family Residential to E Small-Scale Office and a Major Amendment to an Existing Special Use (Ordinance #09-3083-06) for Lincolnshire Animal Hospital for Parking Expansion (Lincolnshire Animal Hospital)

3.12 Consideration of an Ordinance Amending Title 12 (Signs) of the Village of Lincolnshire Village Code Regarding Temporary Signs in the Residential Sign District (Village of Lincolnshire)

3.13 Consideration of a Resolution Reallocating 2019 Lake County Private Activity Bond Clearinghouse Cap to the Village of Buffalo Grove, Illinois in the Amount of $770,280 (Village of Lincolnshire)

3.14 Consideration of a Resolution Authorizing Publication of the 2019 Official Zoning Map of the Village of Lincolnshire (Village of Lincolnshire)

3.2 Finance and Administration

3.21 Consideration of an Ordinance Authorizing the Disposal of Surplus Property (Village of Lincolnshire)

3.3 Public Works

3.31 Consideration of Approval of a Contract for the Construction of the Village's 2019 Crosstown Watermain (Segment 1) Improvement Project with Lenny Hoffman Excavating, Inc. of Wilmette, Illinois in an Amount not to Exceed $876,979.22 (Village of Lincolnshire)

3.32 Consideration of Professional Services Contract with BLA, Inc. for Water Main Improvement Construction Engineering Services (Crosstown Watermain – Segment 1) at a Cost not to Exceed $103,315.91 (Village of Lincolnshire)

3.4 Public Safety

3.41 Consideration of a Request to Authorize Leasing of Sixteen HP Getac Laptops and Associated Docking Systems, Mounting Components, and Mobile Antenna System (Village of Lincolnshire)

3.5 Parks and Recreation

3.51 Consideration of a Contract with Chicagoland Paving Contractors, Inc., Lake Zurich, IL to Resurface the North Park Tennis Courts in an Amount not to Exceed $45,000 (Village of Lincolnshire)

3.52 Preliminary Presentation Regarding Landscaping for Riverwoods Road Bike Path Between Whytegate Park and Daniel Wright Jr. High (Village of Lincolnshire)

3.6 Judiciary and Personnel

4.0 **UNFINISHED BUSINESS**
5.0 **NEW BUSINESS**
6.0 **EXECUTIVE SESSION**
7.0 **ADJOURNMENT**

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

MINUTES
COMMITTEE OF THE WHOLE MEETING
Monday, February 25, 2019

Present:
Mayor Brandt
Trustee Grujanac
~~Trustee McDonough~~
Trustee Leider
Village Attorney Simon
Finance Director/Treasurer Peterson
Chief of Police Leonas
Planning & Development Manager Zozulya
Assistant Public Works Director/Village Engineer Dittrich
Trustee Harms Muth
Trustee Hancock
~~Trustee Servi~~
Village Clerk Mastandrea (Left at 9:00 p.m.)
Village Manager Burke
~~Public Works Director Woodbury~~
Assistant Village Manager/Community & Economic Development Director Gilbertson

ROLL CALL
Mayor Brandt called the meeting to order at 7:06 p.m. and Village Clerk Mastandrea called the Roll.

2.0 APPROVAL OF MINUTES

2.1 Acceptance of the February 11, 2019 Committee of the Whole Meeting Minutes

The minutes of the February 11, 2019 Committee of the Whole Meeting were approved as submitted.

3.0 **ITEMS OF GENERAL BUSINESS**

3.1 Planning, Zoning and Land Use

3.11 Preliminary Evaluation of a Petition for a Preliminary Plat of Subdivision and Major Amendment to Existing Special Use and Planned Unit Development (Special Use Ordinance No. 18-3780-208) for a Large, Full-Service, Recreation, Health, and Fitness Facility in the B2 General Business District (TSJ Lincolnshire Property LLC – 90, 98, & 100 Half Day Road)

Mayor Brandt provided a brief overview of the agenda item and petition process if this item is referred to the Architectural Review Board (ARB).

Planning & Development Manager Zozulya provided background and highlights of preliminary evaluation of a petition for a preliminary plat of subdivision and major amendment to existing special use and planned unit development for a large, full-service, recreation, health, and fitness facility in the B2 General Business District – TSJ Lincolnshire Property, LLC. Planning & Development Manager Zozulya provided the review

and approval process of the project.

Trustee Hancock asked for more information about the 6th lot proposed. Planning & Development Manager Zozulya explained the proposal calls for a 6 lot subdivision; five of the lots will potentially be improved with buildings, including The St. James. Any other future uses would need approval, and one of the lots would be a common area lot. Trustee Hancock asked what a common area lot is. Planning & Development Manager Zozulya stated the common area lot would be the lot to have common infrastructure for all the uses to maintain, and it would remain as a separate lot. Planning & Development Manager Zozulya noted no structures would be built on the common area lot.

Mr. Michael Kerin, Director of Development with TSJ Lincolnshire Property thanked the Mayor, Village Board and staff. Mr. Kerin stated the common area lot is relatively standard on a site like this. There will be an association that is in charge of the entire grounds in which all the owners will pay into in order to maintain the grounds of the common area. Trustee Harms Muth asked what would make up the common area lot. Mr. Kerin stated some of the roadway would be on this lot, along with greenspace.

Mr. Kerin introduced Andrew Jacobs, Architect at Gensler representing The St. James.

Mr. Kerin provided a presentation regarding the mission statement and goals, highlights of the proposed facility, and updates from The St. James in Washington D.C. Mr. Kerin provided a video of The St. James facility in Washington D.C. Mr. Kerin then provided a presentation regarding preliminary evaluation of a petition for a preliminary plat of subdivision and major amendment to existing special use and planned unit development for a large, full-service, recreation, health, and fitness facility in the B2 General Business District – TSJ Lincolnshire Property, LLC.

Mr. Jacobs reviewed a sight line and distance plan relative to Wood Creek Courts, Sutton Place and Old Mill Woods, conceptual design elevations/renderings and floor plans.

Trustee Hancock stated the drawings differ from what was presented in August 2018 at the time of the rezoning and PUD request and asked if trees were going to be taken out at the west side between the building and Florsheim, noting his opinion was that plantings would not be enough of a buffer. Mayor Brandt asked where the tree removal was taking place and asked if the current tree buffer on the west side would, in fact, be removed. Mr. Kerin stated they had a tree survey done and included in the submission noting anything that is currently in the buffer area they have to keep per the PUD ordinance. Trustee Hancock stated he would like to see a plan showing what the proposed building would

look like from the Florsheim property.

Trustee Hancock stated the plans look like the wetlands are being moved. Mr. Kerin stated the existing wetlands along Route 22 are not being moved.

Trustee Hancock asked how close the road at the south end was to the property line. Mr. Kerin stated the road in question is the existing road and it is not being touched. Trustee Hancock asked what the depth of existing trees is along the south side, were the existing road is. Trustee Grujanac suggested Trustee Hancock look at page 66 of the packet to show the scale of depth of what is currently there. Trustee Hancock stated the plans presented for the south area is conflicting with what is currently there and suggested this be corrected in the petitioner's plans. Planning & Development Manager Zozulya stated staff confirmed it is 150' from the existing roadway to the IDOT right-of-way. Trustee Hancock asked what trees are being taken out from the area in question, where the existing detention area is. Mr. Kerin stated nothing is being taken out in the south area where the wetlands are found on the site. Trustee Hancock asked what the total number of trees being removed is. Mr. Kerin stated the estimates are 138 dead/diseased trees and 265 healthy trees. The healthy trees will be replaced with approximately 362 caliper inches of new trees.

A conversation regarding height of potential buildings on the other proposed lots followed.

Trustee Hancock asked what the use would be for the outdoor area which is proposed to have 6 a.m. – 2 a.m. hours of operation. Mr. Kerin noted this would be the weekend hours; the weekday hours would be shortened. Mr. Kerin stated the outdoor space is a seating area for the proposed restaurant which would be an amenity for patrons using the other spaces within The St James. Trustee Leider asked staff for the policy regarding hours of operation for outside patios. Planning & Development Manager Zozulya stated there is no specific end time prescribed by code other than being bound by the liquor code which is 2:00 a.m. However, there are properties whose outdoor patio hours are regulated by their Special Use permit.

Trustee Hancock asked if it is possible to do plantings in the wetland areas. Village Manager Burke stated he did not think this could be done since the wetlands typically cannot be modified.

Trustee Grujanac asked if the music at the facility was piped in or if there will be DJ music. Mr. Kerin stated they have a Pandora subscription played through speakers. Trustee Grujanac stated this is a concern of the neighbors that may need to be addressed further through the process.

Trustee Leider asked about a reference made to cross-access points to the Florsheim property. Mr. Kerin stated Village staff asked if there could be some access points to the property as part of the concept plan. Assistant Public Works Director/Village Engineer Dittrich stated these may also be points for utilities to continue to the Florsheim property.

Trustee Hancock asked about the traffic pattern and whether the petitioner considered a right-hand turn lane off the main drive directly into the parking lot to avoid potential backups during events. Mr. Kerin stated this is something they could look at.

Trustees Leider and Hancock asked for information from the petitioner on how they went from having four lots on the plan to six. Mr. Kerin stated it was really four to five since there was always going to be a common area lot for detention. The further they developed the site plan, a space became available for an additional lot. Trustee Leider asked what the petitioner would do with the additional lot if the Board did not approve it. Village Attorney Simon clarified that the common area lot is entirely commonplace. Mr. Jacobs stated that it was relevant to note that the remaining lots on the site could vary depending on the builder and use. Trustee Hancock noted concern regarding more traffic coming into the site that would affect the residents. Trustee Hancock noted concern regarding sightline and setbacks for the lot at the southeast side of the property. Mr. Kerin stated when The St. James brought this before the Board initially, the buildable acreage for all the lots was 12 acres and currently the buildable lots are at 8 acres, so the overall acreage is less. Mayor Brandt stated this is a lot like the downtown development because it is a PUD so what the Board is looking at right now is The St. James; each potential business will need to get separate approval from the Board. Mayor Brandt reiterated the decision tonight would be to refer to the ARB. Mr. Kerin stated they would be installing the utilities and site work for future developers.

Trustee Servi noted concern with potential Lot 5 adjacent to Route 22, noting his opinion would be to get more of a buffer on this property and possibly flip the proposed compensatory storage lot to front along Route 22. Assistant Public Works Director/Village Engineer Dittrich stated the compensatory storage lot needs to be hydraulically connected to the north branch of the Chicago River so it would need to remain where it is proposed. Village Manager Burke stated this does not mean buffer cannot be provided to proposed Lot 5. Village Manager Burke noted the compensatory storage needs to be designed with the application for The St. James and be prepared to be reviewed by the ARB.

Village Attorney Simon reminded the Board that every single use on this property is a major amendment to the PUD. If and when the other lots come back with a proposal for future development sites, the Board has complete approval authority over everything that goes in for that property. Trustee Harms Muth stated the additional lots were not

something she had anticipated on the property, and asked the petitioner to keep in mind this is a concern with several of the Trustees. Mr. Kerin stated the only change on the site since the last submittal in 2018 is the small parcel labeled Lot 2.

In reference to a potential parking structure mentioned by Mayor Brandt, Trustee Hancock asked where the location was for a parking garage that was taken off the proposed plans prior to the Board Meeting and how many levels were proposed. Trustee Hancock noted the development and parking has an effect on what comes in the future and the Board has to take this into consideration. Mr. Kerin stated the parking deck was originally planned between the proposed building and the Florsheim property. Trustee Leider stated he might approve a parking structure if there would be more green space/trees and less density. Mr. Kerin stated if the Board wants to see a parking structure and more green space, this may not be economically beneficial since a parking structure is more costly and greenspace would take away from land development. Mr. Kerin stated they are required to account for parking on their site, and each separate lot is required to do that for their proposal. Village Manager Burke noted staff encouraged The St. James to build the parking deck along the Tollway and suggested they look at the CDW Center proposal but did not say no to the parking deck in general. Trustee Leider noted his opinion was the only place a parking deck would be appropriate would be between the building and the Tollway.

Trustees Grujanac and Harms Muth both indicated their support in referring The St. James to the ARB.

Mayor Brandt read the rules of Public Comment before inviting the public up for comments.

Ms. Cynthia McDonough, resident of 7 Court of Natchez, stated the Virginia site is in an undeveloped, industrial area and noted her opinion was the proposed would be better for an industrial area. Ms. McDonough stated her opinion was the facility would not appeal to the residents of Lincolnshire and would only bring in more traffic 24-hours a day.

Mr. Jim Hall, resident of 7 Court of Natchez, asked what happened to the outdoor field and pool which he thought was part of the original proposal. Mr. Kerin stated there was never an outdoor field or pool proposed for the project.

Mr. Mike McCall, resident of 6 Fairfax Lane who is also an ARB member, stated the presentation lacked detail. Mr. McCall stated if the project is referred to the ARB, his opinion regarding the site plan would be for them to show a lot more detail. Mr. Kerin noted this is part of the initial submission and assured Mr. McCall there will be a lot more detail

if referred to the ARB. Mayor Brandt asked Mr. McCall to provide specifics on what he would like to review at the ARB. Mr. McCall stated he would like to see a landscape plan showing new trees, tree removals, renderings from Route 22, assurance massive trees along 22 are not going to be taken out and that the structure will not be seen in the winter as it is currently.

Mr. Larry Barnhart, resident at 4 Court of Connecticut River Valley, asked if the proposed building height is remaining at 42' with the exception of the field house. Mayor Brandt confirmed the proposed building height is remaining at 42' with the exception of the field house. Mr. Barnhart noted concern with outdoor music in the late hours. Mr. Barnhart asked what the tree depth is and will be along the south border of the property, along Route 22 and what can be done on the wetlands. Mayor Brandt stated nothing can be done on the wetlands and the specifics regarding the requirement of the landscape plan will be more defined as the plan comes along. Mr. Barnhart asked if there was any consideration for underground parking. Mr. Kerin stated the parking garage was a consideration but going through all the options, it was determined the best solution would be outdoor surface parking. Mr. Barnhart asked what they currently have for memberships at the other location. Mr. Kerin stated The St. James is meeting expectation for memberships at the other location but could not share the numbers as they are proprietary.

Mr. Rob Weinberg, resident of 10 Sommerset Lane, wanted to call the Board's attention to the berm along Sedgebrook as an option for the site. Mayor Brandt stated the question for a berm and landscaping will have to be worked out with what can be done with the wetlands. Mayor Brandt reiterated that landscaping will be looked at closer as the project moves through the process.

Trustee Hancock stated he is not comfortable referring this to the ARB. A conversation regarding what The St. James will provide the ARB, the role of the ARB, and the process moving forward followed.

Trustee Servi stated his opinion he is not comfortable with Lot 5 and would like to see what they could do to tie compensatory storage to the river and stated he would like to move this lot further back. Mayor Brandt asked staff if there is a 50' buffer along Lot 5 and the compensatory storage lot. Planning & Development Manager Zozulya stated there are no required setback by code, it would be up to the Village Board to determine what would be appropriate because it is a PUD. A conversation regarding possibilities for Lot 5 and the compensatory storage lot followed.

Village Manager Burke provided an overview of the review process for the next step, the Development Review Team. Mr. Mike McCall further defined the role of the ARB and stated they have reviewed projects of

this scale in the past.

Trustee Servi noted his opinion that he would be in favor of a parking structure along the Tollway to allow for more greenspace.

It was the consensus of the Board to refer this to the Architectural Review Board for design review and recommendation to the Village Board.

3.12 Consideration of a Resolution Supporting the Enhancement of Commuter Rail Service in Lake County, IL (Village of Lincolnshire)

Assistant Village Manager/Community & Economic Development (CED) Director Gilbertson provided a summary of a Resolution supporting the enhancement of the commuter rail service in Lake County, IL. Given our large daytime population, it seems appropriate to staff to support the enhancement even though there are no train stops in Lincolnshire.

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

3.2 Finance and Administration

3.3 Public Works

3.31 Consideration of a Master Pole Attachment Agreement for Small wireless Facilities with Cingular Wireless PCS of Atlanta, GA (Village of Lincolnshire)

Assistant Public Works Director/Village Engineer Dittrich provided a summary of a master pole attachment agreement for small wireless facilities with Cingular Wireless PCS of Atlanta, GA and the first location being proposed is on a light pole on Barclay Boulevard.

Trustee Leider asked if we can charge a fee for this. Assistant Public Works Director/Village Engineer Dittrich stated we are charging a $650 application fee and a $200 per year license fee, which is the maximum provided for by the state.

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

3.32 Consideration of Awarding Bid for Replacement of East Side Reservoir Roof to DCG Roofing Solutions of Melrose Park, Illinois in an Amount not to Exceed $75,790.00 (Village of Lincolnshire)

Assistant Public Works Director/Village Engineer Dittrich provided a summary of awarding bid for replacement of east side reservoir roof to DCG Roofing Solutions of Melrose Park, Illinois in an amount not to

exceed $75,790.00.

Mayor Brandt asked what amount was budgeted for this project. Assistant Public Works Director/Village Engineer Dittrich stated $100,000 was budgeted for this project.

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

3.33 Consideration of Adopting the 2018 Des Plaines River Watershed-Based Plan (Des Plaines Watershed Workgroup)

Assistant Public Works Director/Village Engineer Dittrich provided a summary of adopting the 2018 Des Planes River Watershed-based Plan.

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

3.34 Consideration of Professional Service Contract with RJN Group, Inc. for Design Engineering Services for the 2019 Sanitary Sewer Rehabilitation Project at a Cost not to Exceed $99,820.00 (Village of Lincolnshire)

Assistant Public Works Director/Village Engineer Dittrich provided a summary of a professional service contract with RJN Group, Inc. for design engineering services for the 2019 sanitary sewer rehabilitation project at a cost not to exceed $99,820.00, which was discussed at the budget workshop meetings.

Mayor Brandt asked what was budgeted for this project. Assistant Public Works Director/Village Engineer Dittrich stated $100,000 was budgeted for this project. Village Manager Burke noted staff works to get as much work done for this within the budgeted amount.

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

3.4 Public Safety
3.5 Parks and Recreation
3.6 Judiciary and Personnel

4.0 UNFINISHED BUSINESS

4.1 O'Brien vs. Village of Lincolnshire Update

Village Manager Burke noted he received an email from an attorney at Brown, Hay & Stephens informing the plaintiffs filed a notice of appeal to not let the judge's ruling stand and give them an opportunity to proceed to the 7th Circuit Court of Appeals in the O'Brien vs. Village of Lincolnshire case pertaining to the

Return to Agenda

Village's membership in the Illinois Municipal League (IML). IML is also named in the suit and their council is representing both of us. Mayor Brandt confirmed we are not spending Village funds for this.

5.0 NEW BUSINESS

6.0 EXECUTIVE SESSION

7.0 ADJOURNMENT

Trustee Grujanac moved and Trustee Harms Muth seconded the motion to adjourn. Upon a voice vote, the motion was approved unanimously and Mayor Brandt declared the meeting adjourned at 9:16 p.m.

Respectfully submitted,
VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk

Village of Lincolnshire

Agenda Item
3.11 COW

REQUEST FOR BOARD ACTION
Committee of the Whole
March 11, 2019

Subject:	Rezoning of 2 Hotz Road & Major Special Use Amendment for Lincolnshire Animal Hospital, 420 Half Day Road
Action Requested:	Preliminary Evaluation regarding Rezoning of 2 Hotz Road from R1 Single-Family Residential to E Small-Scale Office and a Major Amendment to an Existing Special Use (Ordinance #09-3083-06) for Lincolnshire Animal Hospital for Parking Expansion
Petitioner:	Lincolnshire Animal Hospital
Originated By/Contact:	Tonya Zozulya, Planning & Development Manager
Advisory Board Review:	Zoning Board & Architectural Review Board

Background:

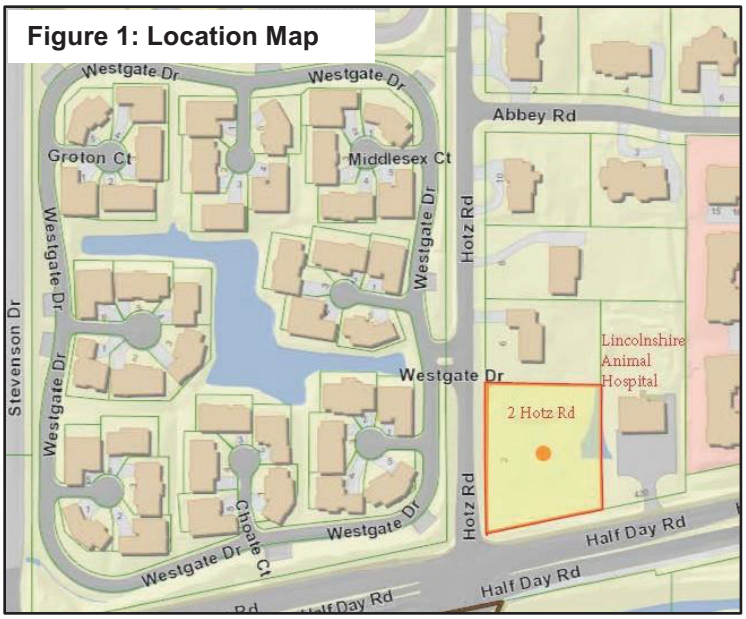

Figure 1: Location Map

- Lincolnshire Animal Hospital (hospital), the petitioner and contract purchaser, seeks to rezone the 2 Hotz Road property from R1 Single-Family Residence to E Small-Scale Office. The rezoning is required to add 2 Hotz Road to the adjacent Animal Hospital property for parking expansion. The parking expansion will also trigger a major amendment to the hospital's existing Special Use permit. No building expansion is proposed.

- A preliminary evaluation is the first step in the formal board review process for rezoning and major Special Use amendment applications to provide the petitioner with initial comments regarding their request(s). Village Code Section 6-14-8(B)(1) requires the following materials for the preliminary evaluation meeting: (1) A written description of the request(s) and the site conditions and/or development goals; and (2) A conceptual illustrative plan. The subject application has met these requirements.

- The 2 Hotz Road property is 37,000-square-feet and is located within Lincolnshire's corporate boundaries at the northeast corner of Illinois Route 22 (Half Day Road) and Hotz Road (see Figure 1 above and attached location map). The site has been the subject of several prior development proposals, which did not reach the formal approval stage, including townhome,

single-family home, and small-scale office developments. The development of the site has been hampered by wetland and poor drainage conditions. The current zoning of the property would only allow one single-family home, and the lot is considered legally nonconforming in the R1 District as it is smaller than the minimum required size of 80,000 square feet.

- The hospital property was developed as an animal clinic in 1974 in unincorporated Lake County. It was subsequently involuntarily annexed into Lincolnshire in 1995 and zoned R1 Single-Family Residential, which is the default zoning designation in the Village for newly annexed properties. The property owner petitioned for, and was granted in 1996, Eb Office District zoning, along with a Special Use permit for the animal clinic by Ordinance #96-1434-18 (Note: the zoning became E Small-Scale office in 2014 when the Ea and Eb Office subdistricts were combined into a single E Small-Scale Office District). In 2005, the hospital applied for a Special Use Amendment to allow for the building and parking lot expansion but did not pursue the project after obtaining a Village Board referral. In 2008, the hospital submitted a new Special Use amendment request for a building/parking addition as well as construction of an outdoor dog run and received approvals in 2009 by Ordinance #09-3083-06 (see Document 3).

Proposal Summary & Staff Comments:

- 2 Hotz Rezoning: The hospital property is zoned E Small-Scale Office District and the 2 Hotz property is zoned R1 Single-Family Residential. The 2 Hotz property needs to be rezoned to E Small-Scale Office for it to be incorporated into the hospital operations. The intent of the Zoning Code for the E Small-Scale Office District is as follows: "The E District is intended to provide low density office and service uses to serve as transitional areas between residential areas and more intense commercial sectors of Lincolnshire. This district is characterized by lands developed in tranquil residential-like settings as opposed to more intensely developed commercial centers."

  The 2 Hotz Road lot size and dimensions will comply with E Small-Scale Office zoning district requirements (see attached Document 4).

  Adjacent uses and zoning classifications include:
  - To the north: Single-Family home (zoned R1 Single-Family Residential)
  - To the south: Telephone distribution facility (zoned O/Id Office Industrial)
  - To the east: Lincolnshire Animal Hospital (zoned E Small-Scale Office)
  - To the west: Westgate Subdivision (zoned R3 Single-Family Residential with a Planned Unit Development designation)

- Hospital Parking Expansion/Operations: The 2 Hotz lot will remain a separate parcel from the current hospital lot and is proposed to be developed for additional parking to accommodate hospital clients and staff.

  The parking lot will be placed horizontally in the middle portion of the lot with adjacent trees left undisturbed and impacting only a small portion of the wetlands (0.14 acres out of 0.4 acres of on-site wetlands). The existing vegetation will screen the parking from Half Day Road. Two-way access is proposed via a new curb cut off Hotz Road. Cross access is also provided to connect to the existing hospital parking lot. No new access will be created off Route 22 (Half Day Road).

The hospital has 23 employees, with no more than 16 at any given time. They are proposing to eliminate boarding and reconfigure the floor space for new treatment areas and two additional exam rooms (increasing the exam room count from five to seven).

There are currently 21 parking spaces on the hospital property, and the parking expansion will result in an additional 25 spaces, for a total of 46 spaces (some of the existing spaces will be removed to make room for the access drive). The number of proposed spaces exceeds the code requirement of 1 space per employee and 2 spaces per exam room (a total of 30 spaces). The hours of operation will remain the same (8 am to 6 pm Monday through Friday and 8 am to 12 pm on Saturday). The hospital will remain closed on Sunday. Aside from the parking expansion, the hospital is not proposing any changes to their Special Use permit.

The hospital proposes to install downward-pointing light poles and bollards, which will comply with the Code's outdoor lighting requirements and will minimize impacts on adjacent properties to the north and west.

The petitioner is proposing a 6' tall solid decorative cedar fence along the north property line of 2 Hotz Road to match the existing fence behind the hospital building, with landscaping installed along the entire length of the fence. Additional landscaping is proposed in parking islands and along Hotz Road. Detailed tree removal, landscape, and lighting plans will be required after the preliminary evaluation meeting should this request be referred to the Zoning Board and Architectural Review Board.

The petitioner has contacted the adjacent single-family home owners to the north/west as well as the Westgate Subdivision to the west and the Beaconsfield Subdivision to the east to discuss their proposal, given that the 2009 Special use amendment generated a number of concerns from adjacent residents. The preliminary comments received are summarized in the attached petitioner's cover letter (see Document 2). The neighbors are generally supportive of the parking expansion but request consideration be given to enhancing their privacy through the appropriate placement of the Hotz Road curb cut, fencing, and landscaping. The Beaconsfield Homeowners Association is in the process of reviewing the plans and has not provided feedback to date.

- On-Site Detention & Wetland Mitigation: No on-site detention is proposed with the addition of the parking lot. The petitioner contacted the Lake County Stormwater Management Commission (SMC) regarding on-site detention and wetland delineation for this development and received preliminary approvals. A formal SMC permit will be required prior to final Village Board review/approvals.

- Comprehensive Plan Recommendations: The Comprehensive Plan (Plan) recommends a professional office land use development for this property, which is consistent with the Animal Hospital proposal (see attached Document 5). The Plan also encourages tree preservation along the north part of the property for screening.

Review & Approval Process:

1. The Zoning Board will hold a public hearing on the rezoning and major Special Use amendment requests.
2. The Architectural Review Board will review the parking proposal regarding site layout, parking lot design, lighting, tree removal/landscape screening, and fencing.

Village of Lincolnshire

Agenda Item
3.11 COW

3. The Village Board will consider the Zoning Board's and Architectural Review Board's recommendations and make the final determination.

Recommendation:
The Village Board has the authority to provide feedback to staff and the petitioner and consider one of the following actions:

1. Refer the proposal to the Zoning Board and Architectural Review Board with or without specific direction.
2. Continue the preliminary evaluation until a future Village Board meeting to discuss additional information and/or revisions.
3. Not refer the proposal.

Reports and Documents Attached:
- Document 1: Location Map.
- Document 2: Petitioner's cover letter and presentation packet, prepared by Lincolnshire Animal Hospital, with the cover letter dated March 4, 2019.
- Document 3: Ordinance #09-3083-06.
- Document 4: E Small-Scale Office Code.
- Document 5: Comprehensive Plan recommendations.

Meeting History	
Committee of the Whole (current):	March 11, 2019

DOCUMENT 1

GIS consortium MapOffice™

2 Hotz Property

Map created on February 7, 2019.
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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.
Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently conf for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

DOCUMENT 2

Return to Agenda

Stu Clarke/Patrick Emmelot

Lincolnshire Animal Hospital
420 Half Day Rd
Lincolnshire, IL 6006

March 4th, 2019
Elizabeth Brandt, Mayor
1 Olde Half Day Rd.
Lincolnshire, IL 60069

Dear Mayor Elizabeth Brandt and Village Trustees.

We are requesting a rezoning of the 2 Hotz Road property from R1 Single Family Residential to E Small Scale Office zoning district and a Lincolnshire Animal Hospital Special Use amendment to permit parking expansion into the adjacent property at 2 Hotz Road. Please find enclosed an initial plan for proposed parking expansion on the property directly west of Lincolnshire Animal Hospital.

We have negotiated a contract for the purchase of the property (2 Hotz Road) pending village approval of a parking addition. The parking expansion would provide additional accessible parking for our clients and staff, which will in turn allow us to provide better service to our clients. We feel the site has some challenges that limit development of the land for homes. Although we will be affecting a small amount of the current wetland, the layout of the parking area is designed to make the impact minimal (a significantly decreased impact when compared to development of the entire site for housing). The lot has 0.4 acres of wetland, but our project will impact only 0.14 acres of wetland. The position and location of the proposed parking area was chosen to limit the impact on the wetland and to provide the most set back possible to our neighbors while making the parking area accessible to the hospital.

Our current parking areas provide 21 spaces (8 client spaces and 1 additional space that is ADA compliant, along with 12 spaces for staff located behind the building).

With the parking addition, we would have 44 spaces along with 2 additional ADA compliant spaces.

We currently have 22-23 employees (up to 16 at one time) with 12 staff parking spaces available. This requires some cars to be parked along the side of the building, which we had not intended.

The parking area will be used only during our current business hours of 8 am to 6 pm Monday thru Friday and 8 am to 12 pm on Saturday. We are closed Sunday.

We have had a long history of boarding pets, which required some employee traffic on Saturday evenings and Sundays. With our growth over the last 10 years, we have added additional doctors and now require additional space for medicine and surgery; thus, we have discontinued our boarding service and plan a small, internal remodel to better use that space (we currently have 5 exam rooms and plan to remodel the previous boarding space to create 2 additional exam rooms and expand our treatment area). With the elimination of boarding services, we will eliminate Saturday evening and Sunday traffic at the hospital, which we hope our neighbors will find appealing. We have no plans for increasing the current footprint of our building.

The lighting will be indirect and downward facing and our trash enclosure will remain in its current location.

We have reached out to Westgate, the neighborhood to our west, and agreed to forward them a plan of the proposed project. They have expressed few concerns but requests included removing brush and vegetation at the southwest corner of the property to increase visibility of westbound traffic on Route 22 and that the exit from the lot not be located too close to Route 22. Head light impact will be mitigated in 2 ways. A 3.5 foot berm already exists along the west side of Hotz Rd. We will add appropriate shrubs to the west end of the proposed parking lot.

Our neighbors directly behind the current building and staff parking area have no concerns and are encouraged that there may be fewer mosquitoes.

Our neighbor to our west and directly north of 2 Hotz Road was concerned that development of the property may affect their privacy and their property values. They requested a fence be placed along the northern side of the property boundary extending to Hotz Road. They also requested the fence connect with an extension of the current fence that runs along the west side of our staff parking area which we are more than willing to provide and maintain. The fence would be of the same style and design of the current fence, which is approximately 6 feet tall with a solid wood base and a 12-inch decorative top.

We have reached out to Beaconsfield neighborhood, our neighbors to the East, they are reviewing our plan.

On February 27th, 2019 We received a preliminary approval from Lake County Storm Water Management indicating they did not foresee any major concerns with the project we had proposed (I have copied that email in below).

Thank you for your time in considering our proposal.

Sincerely yours,

Stu Clarke

Patrick Emmelot

Email from Lake County Stormwater Management.

The Lake County Stormwater Management Commission (SMC) understands that the Owner of the subject parcel has (or will) purchase the adjacent parcel on the west (PIN #1515303013) for the purpose of expanding the existing parking lot. The SMC has no objection to the proposed development with the following concerns and caveats:

- Stormwater detention does not appear to be required based on the provided design and calculations
- A wetland review by SMC will likely be required during the permit review process
- A wetland 80-150 Hydrology review will likely be required during permit review
- The need for wetland mitigation will be determined during the permit review
- Depressional storage will need to be maintained to avoid increasing flood risk on adjacent parcels
- Additional comments will likely be generated during the permit review process.

We would like to be of assistance. If you have any questions, or would like to set up a meeting, please call our office at (847) 377-7705 or feel free to e-mail me. If you have any additional concerns that have not been addressed by the regulatory staff regarding the above comments, you may contact Chief Engineer Kurt Woolford kwoolford@lakecountyil.gov or Executive Director Michael Warner mwarner@lakecountyil.gov at (847) 377-7700.

Sincerely,

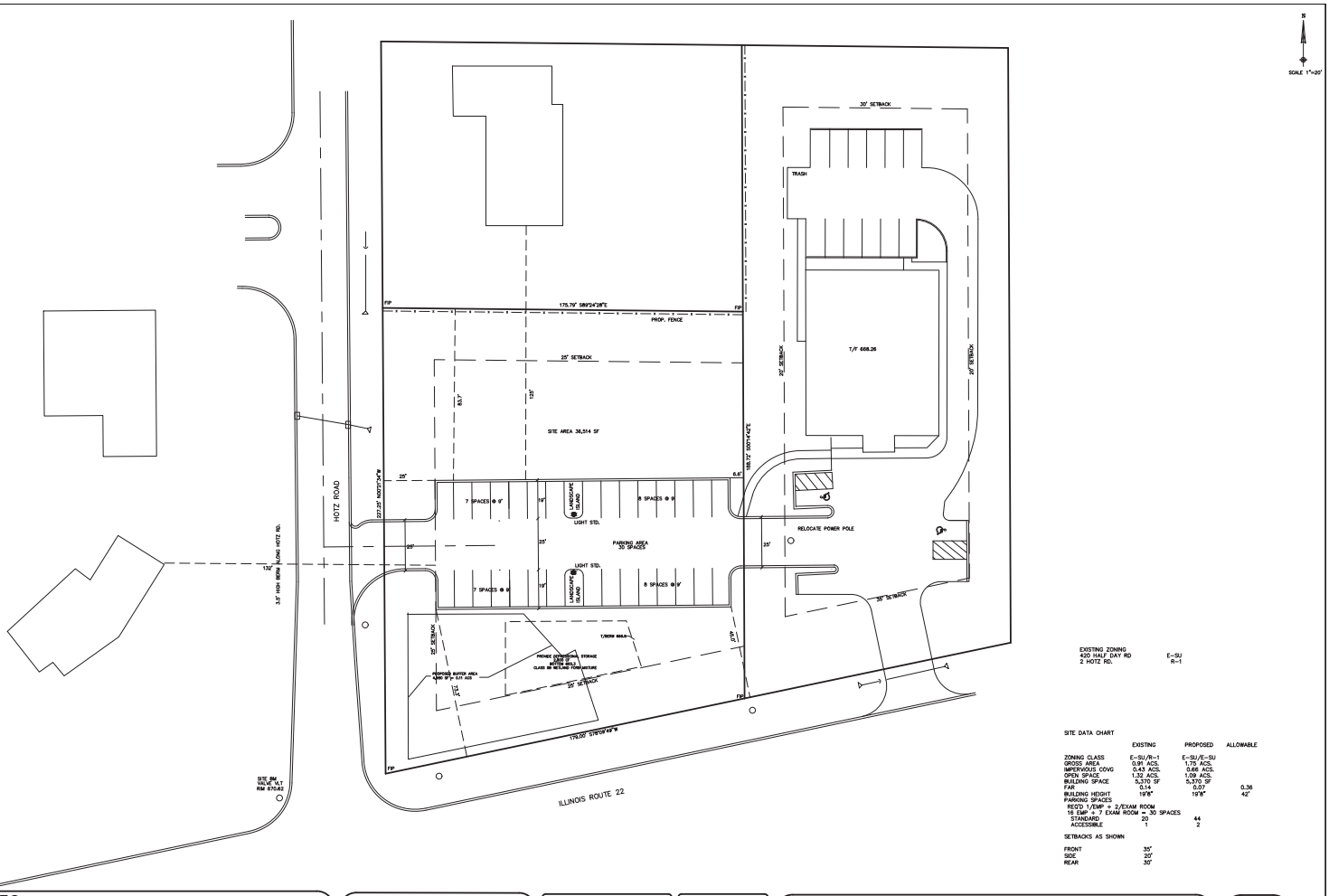
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

Robert D. Gardiner, P.E., CFM
Permit Engineer

Lake County Stormwater Management Commission
500 W. Winchester Road
Libertyville, IL 60048

rgardiner@lakecountyil.gov

Return to Agenda



SPIES & ASSOCIATES, INC.
Civil Engineers – Land Surveyors
534 WEST CAMPUS DRIVE
ARLINGTON HEIGHTS, ILLINOIS 60004
PH 847.577.8808 FAX 847.577.0229

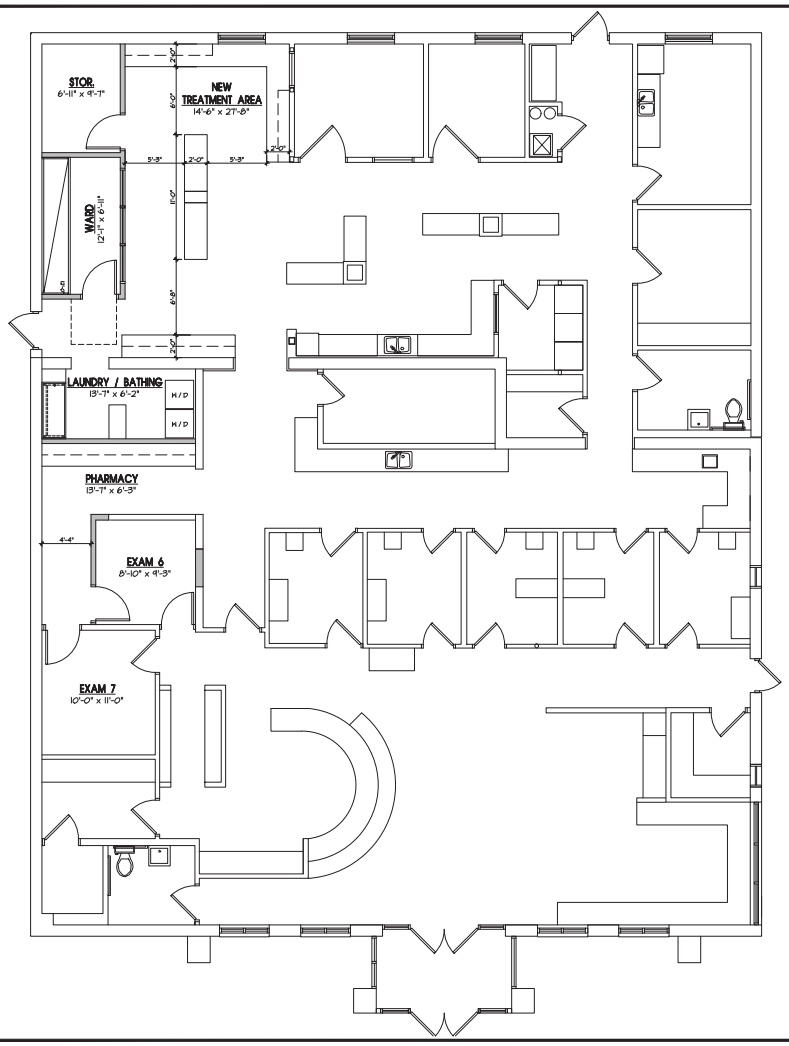
REVISIONS

DRAWN BY:	TJS	JOB NO.	5160
DESIGNED BY:	TJS	SCALE:	1"=20'
CHECKED BY:	TJS	DATE:	09-06-18

PROPOSED SITE PLAN
LINCOLNSHIRE ANIMAL HOSPITAL

SHEET NO. 3 OF 6 SHEETS

Return to Agenda



PRELIMINARY PLAN

SCALE: 1/8" = 1'-0"

ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE

5900 GRAND PARKWAY SUITE 100
GRAND PARK, LINCOLN 68507
(402) 797-5400
WWW.LINDSAYBROOPACK.COM

RWE | MANAGEMENT COMPANY
10 W 540 S. Frontage Rd., Suite 100
Burr Ridge, IL 60527
(630) 325-3000

Lincolnshire Animal Hospital
420 Half Day Rd.
Lincolnshire, IL

DATE | REVISION DESCRIPTION

2018-0119
PROJECT NUMBER

8-30-2018
DATE

DRAWN BY

FINAL REVIEW

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PRELIMINARY PLAN

SHEET NAME
A-1.0
SHEET

SHEET OF

DOCUMENT 3

Image# 044690900055 Type: ORD
Recorded: 05/05/2009 at 11:34:15 AM
Receipt#: 2009-00021399
Total Amt: $66.00 Page 1 of 55
IL Rental Housing Fund: $0.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder
File 6469047

STATE OF ILLINOIS)
) SS.
COUNTY OF L A K E)

CLERK'S CERTIFICATE

I, **BARBARA MASTANDREA**, do hereby certify that I am the duly appointed and qualified Village Clerk for the Village of Lincolnshire, Lake County, Illinois.

I do further certify that the above and attached is a true and correct copy of an Ordinance entitled:

**AN ORDINANCE AMENDING A SPECIAL USE
FOR AN ANIMAL HOSPITAL IN THE SMALL SCALE OFFICE DISTRICT
(LINCOLNSHIRE ANIMAL HOSPITAL)
(ORDINANCE NO. 96-1434-18)**

I do further certify that the aforesaid Ordinance was entrusted to my care and custody, that the same is duly spread upon the record of proceedings of said Village, and that I am the custodian of all Village records, including the journal of proceedings, ordinances, and resolutions of said Village.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of February, 2009.

Barbara Mastandrea
Village Clerk
Village of Lincolnshire
Lake County

Prepared by and Mail to:
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069

41 F13 PIX

Return to Agenda

ORDINANCE NO. 09-3083-06

AN ORDINANCE AMENDING A SPECIAL USE

FOR AN ANIMAL HOSPITAL IN THE SMALL SCALE OFFICE DISTRICT

(LINCOLNSHIRE ANIMAL HOSPITAL)

(ORDINANCE NO. 96-1434-18)

WHEREAS, a public hearing was duly advertised on September 25, 2008, in the Lincolnshire Review regarding the Application described herein in accordance with the Village Code, and

WHEREAS, a public hearing ("Public Hearing") was held by the Zoning Board on October 14, 2008, and continued from time to time until finally adjourned on December 9, 2008 on an application from Lincolnshire Animal Hospital Limited, (the "Animal Hospital"), an Illinois corporation as developer of the property legally described in Exhibit "A" attached hereto and made a part hereof by reference (the "Subject Property"), for an amendment ("Special Use Amendment") to Ordinance No. 96-1434-18, which special use ordinance governs the development of the animal hospital, and is attached to this Ordinance as Exhibit "B" (the "Rezoning and Special Use Ordinance"); and

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

WHEREAS, the Special Use Amendment provides for a modification to the Rezoning and Special Use Ordinance to permit an expansion of the existing building and parking areas, and also to permit the construction of a dog run; and

WHEREAS, having made findings of fact, based on the proposed findings submitted by the Animal Hospital dated November 4, 2008, and those statements made during the Public Hearing, the Zoning Board recommended approval to the Village Board of a Special Use Amendment to permit an expansion of the existing building and parking areas, as well as construction of a dog run subject to Staff's recommendations, as presented in Staff's memorandum dated December 5, 2008 and further subject to no more than one dog in the dog run at any given time.

WHEREAS, the Corporate Authorities have concluded that the Special Use Amendment, 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. The Parties 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 Parties further agree 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. The findings of fact adopted by the Zoning Board are hereby incorporated and made the Village Board's findings of fact the same as though they were fully set forth herein.

Section 2. Amendment to Rezoning and Special Use Ordinance.

A. **Future References**. From and after the effective date of this Ordinance, all references in the Rezoning and Special Use Ordinance shall be deemed to mean the Rezoning and Special Use Ordinance, as amended by this Ordinance. Except as modified by this Ordinance, all provisions of the Rezoning and Special Use Ordinance shall remain in full force and effect.

B. **Special Use Amendment**. The Rezoning and Special Use Ordinance is hereby amended to permit the changes to Sections 3 and 4 of the Rezoning and Special Use Ordinance described in Sections 3 and 4 below, subject to the following conditions and restrictions:

1. Final approval of this Special Use Amendment by the Village shall be contingent on Lake County Storm Water Management Commission's permit, or their waiver of said permit.

2. No extended hours of operation should be allowed after the regular business hours (from 8 a.m. to 6 p.m. on Monday through Friday and from 8 a.m. to 12 p.m. on Saturday), except for emergency treatment of animals.

3. Dog walking after the regular business hours should only be permitted in the outdoor dog run from 5 p.m. to 6 p.m. on Saturday, 9 a.m. to 10 a.m., 11 a.m. to 12 p.m. and 5 p.m. to 6 p.m. on Sunday. Dog walking shall not be allowed anywhere else on the property.

4. No more than one dog shall be permitted to be walked by hospital Staff in the dog run at any given time during the authorized dog walking hours. All dogs shall be walked on a leash.

5. The rear parking lot shall be reserved only for parking by the Animal Hospital's employees. A sign describing such rule shall be posted adjacent to the driveway at a location even with the front of the principal building.

6. The Animal Hospital shall provide a lockable barrier across the driveway leading to the rear parking lot at a location even with the front of the principal building. The lockable barrier is to be utilized at times other than the regular business hours, as defined in Paragraph # 2 above, and its design shall be reviewed and approved by Village Staff prior to installation.

Section 3. Approval for Expansion of Existing Building and Parking Areas.

A. The Corporate Authorities approve the following expansion of existing building and parking areas on the Subject Property pursuant to Section 3, Subsection 4 of the Rezoning and Special Use Ordinance, and subject to the conditions set forth in Section 2(B) of this Ordinance:

1. Construct a one-story addition, increasing the total size of the building from 2,901 SF to 5,231 SF.

2. Construct a 244 SF outdoor dog run, along the west building elevation, with a 6' tall cedar fence of the same design as the 8' tall screening fence (described in Item #5 below), but without the decorative lattice element.

3. Build a 12-stall parking lot area in the rear of the property.

4. Reconfigure the front parking lot area, which will contain eight (8) regular stalls and one (1) handicapped stall.

5. Install 8' tall lattice style cedar fencing (denoted as Option B on the approved plans) with landscaping (in accordance with the Landscape Plan-Option 1) in the rear parking lot.

6. Conduct other authorized building lighting and related building and site improvements pursuant to the approved plans attached as Exhibit "C."

B. Section 3, Subsection 3 of the Rezoning and Special Use Ordinance is hereby stricken.

Section 4. Improvement Plans. All plans for the improvements and operation described in the Application shall be in general conformance with the Petitioner's Presentation Packets, submitted to the Village of Lincolnshire on January 21, 2009 and February 18, 2009, which are attached hereto and made part of as **Exhibit "C,"** and which include:

A. Responses to Standards for a Special Use, prepared by the Animal Hospital, dated September 22, 2008, date stamp received January 21, 2009.

B. Site Plan and Existing Site Data Chart; Existing and Proposed Floor Plans; Building Cross Section; Dog Run Elevations; Raised Parapet Line of Sight Diagram and Trash Enclosure Elevations, prepared by Construction Options and AGA Architectural Design Inc., dated October 4, 2008, date stamp received January 21, 2009.

C. Photometrics Plan, prepared by Construction Options and AGA Architectural Design Inc., dated October 28, 2008, date stamp received January 21, 2009.

D. Proposed Grading Plan, prepared by Bonestroo, last revised October 27, 2008, date stamp received January 21, 2009.

E. Demolition and Tree Removal Plan, prepared by Bonestroo, last revised October 27, 2008, date stamp received January 21, 2009.

F. Rooftop screening manufacturer's cut sheets, prepared by the Animal Hospital, not dated, date stamp received January 21, 2009.

G. Photographs of existing building elevations, signage, and proposed materials/colors, prepared by the Lincolnshire Animal Hospital, not dated, date stamp received January 21, 2009.

H. Screening Fence Option B (lattice style), prepared by the Animal Hospital, not dated, date stamp received February 18, 2009.

I. Overall Landscape Plan, prepared by Bonestroo, dated October 27, 2008, date stamp received February 18, 2009.

J. Landscape Plan-Option 1, prepared by Bonestroo, dated and date stamp received February 18, 2009.

K. Proposed Geometric Plan-Option 1, prepared by Bonestroo, dated and date stamp received February 18, 2009.

L. West Elevation Berm Plan, prepared by Bonestroo, dated February 16, 2009, date stamp received February 18, 2009.

M. Tree Visual, prepared by the Animal Hospital, not dated, date stamp received February 18, 2009.

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 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. Enforcement. The Subject Property shall be made available for inspection by any department of the Village at all reasonable times for compliance with this Ordinance and any other applicable laws or regulations.

Section 8. 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 Animal Hospital, or such other parties in interest as the Village may reasonably identify, consenting to and agreeing to be bound by the terms and conditions of this Ordinance. 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.

Return to Agenda

PASSED this 23rd day of February, 2009, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES: Brandt, McDonough, Saltiel, Walder, Walrath

NAYS: Servi

ABSTAIN: None

ABSENT: None

APPROVED this 23rd day of February, 2009.

Brett Blomberg

Brett Blomberg, Mayor

ATTEST:

Barbara Mastandrea

Barbara Mastandrea, Village Clerk

TITLE: 6
CHAPTER 6: Business Districts
ARTICLE: C, E Small Scale Office District

E
SMALL
SCALE
OFFICE

Sections:

6-6C-1: Intent and Scope of Regulations
6-6C-2: Uses
6-6C-3: Lot Sizes
6-6C-4: Building Setbacks
6-6C-5: Building Height
6-6C-6: Floor Area Ratio (FAR)
6-6C-7: Signs
6-6C-8: Off-Street Parking and Loading
6-6C-9: Landscaping

6-6C-1: Intent and Scope of Regulations

The E District is intended to provide low density office and service uses to serve as transitional areas between residential areas and more intense commercial sectors of Lincolnshire. This district is characterized by lands developed in tranquil residential-like settings as opposed to more intensely developed commercial centers.

6-6C-2: Uses

Uses permitted in the E Small Scale Office District are identified in the table below:

Uses	P = Permitted SU = Special Use
Animal Clinic/Hospital	SU
Assembly Uses	SU
Banks and financial institutions with drive-thru facilities	SU
Banks and financial institutions, without drive-thru facilities	P
Day care centers	SU
Educational institution, private	SU
Government Buildings	SU
Hotel	SU
Memorial Assembly Facility, as regulated in Section 6-3-5 of this Title	SU
Office, business and professional	P
Physician's office	P
Planned Unit Development (PUD), as regulated in Section 6-14-12 of this Title	SU
Recreation facility, private	SU
Any other similar use not specifically permitted in this Chapter, but which has substantially similar impacts on public services, traffic, parking and property values as the uses expressly permitted herein, is consistent with the trend in development within the District.	P

6-6C-3: Lot Sizes

Uses	Minimum Lot Area	Minimum Lot Width
Permitted Uses	30,000 sq. ft.	125 ft.
Animal clinic/hospital	30,000 sq. ft.	130 ft.
Assembly Uses	80,000 sq. ft.	150 ft.
Banks and financial institutions with drive-thru facilities	60,000 sq. ft.	150 ft.
Private recreation facility	40,000 sq. ft.	150 ft.
Planned Unit Development (PUD)	By Village Board	By Village Board
Special Uses, all other	30,000 sq. ft.	150 ft.

6-6C-4: Building Setbacks

Uses	Front	Side	Corner Side	Rear
Permitted Uses	35 ft.	20 ft.	35 ft.	30 ft.
Special Uses	35 ft.	20 ft.	35 ft.	30 ft.
Planned Unit Development (PUD)	By Village Board			

Where a side and/or rear yard abuts any residential zoning district, excluding the R5 District, a transitional yard measuring twice the minimum yard requirement shall be required. Landscaping or fence screening a minimum of seventy-five percent (75%) opacity shall be provided within such transitional yards. Transitional yards shall not contain any off-street parking or other structures, except driveways, sidewalks, and landscaping.

6-6C-5: Building Height

A. The maximum building height shall be three and one-half (3-1/2) stories or forty two feet (42') including rooftop equipment.

B. Assembly uses, government buildings and educational institutions may be erected to a maximum building height of 60 feet. The minimum yard requirements of Section 6-6C-5(A) shall be increased one (1) foot per each foot of additional building height above the limit for this district.

6-6C-6: Floor Area Ratio (FAR)

The maximum allowable floor area ratio (FAR) shall be 0.36.

6-6C-7: Signs

Signs shall be subject to the regulations contained in Title 12 of this Code.

6-6C-8: Off-Street Parking and Loading

Off-street parking and loading facilities shall be provided as required in Chapter 11 of this Title.

6-6B-9: Landscaping

Landscaping shall be subject to the regulations contained in Title 13 of this Code.

Land Use Recommendation: Planned Commercial Development
Although this planning area is located within the Lincolnshire Corporate Center and currently zoned O/Ia – Office/Industrial Zoning District, the highly visible location at the Milwaukee Avenue and Half Day Road intersection (situated diagonally from the Village's Downtown Redevelopment Area) makes it viable to support commercial land uses. The land use classification of "Planned Commercial Development" is recommended for this area to highlight the feasibility of the highest and best land use for this critical area. Any such commercial development must be executed in a unified manner with unique architectural character and detail to complement the commercial character outlined for Critical Area 4.

Primary vehicular access should be limited to Marriott Drive and align with the existing driveway curb-cuts of Walker Bros. Original Pancake House restaurant and the Spring Hill Suites hotel on the south side of Marriott Drive. Limited right-in/right-out access could be accommodated off Half Day Road based on site design and authorization from IDOT. Pedestrian paths should also be incorporated along the perimeter of the planning area and incorporated into the development site design to provide alternative transportation means and recreational amenity to village residents and employees in the nearby corporate center.

Expansion of the stormwater detention facilities may be necessary depending on the proposed development of the planning area and should be integrated as an extension of the existing pond located along Milwaukee Avenue. The existing stormwater pond has experienced significant shoreline erosion and any future improvements to the site should require restoration to the banks, including the introduction of native and aquatic vegetation.

Critical Area 7

Critical Area 7 consists of a single parcel encompassing slightly under one acre within the Village's corporate boundary, located at the northeast corner of Half Day Road and Hotz Road. Single-family residential is located north and west of the area, with the neighboring Lincolnshire Animal Hospital to the east. The area is currently vacant and is heavily wooded, with elements of a wetland present.

Land Use Recommendation: Professional Office
Although quite small in land area, this site has been identified as a result of its high level of visibility within the Half Day Road corridor and the sensitivity of future land uses to the adjacent properties. The heavily wooded nature and wetland qualities further contribute to the difficulty of appropriate land use development for this planning area. Residential land use, regardless of its form, is not suitable and should be discouraged due to the area's Half Day Road frontage and lack of opportunities for the incorporation of proper buffer yards as a result of the land area's minimal size. As a result, this area has been placed in the "Professional Office" land use classification to accommodate small-scale office uses consistent with the neighboring Lincolnshire Animal Hospital to the east. As any form of development of this planning area will cause some impact to the surrounding residences, future development should be limited to a single-story structure, with sufficient landscape screening along the northern boundary of the area to provide a natural buffer to mitigate any such impacts. Architectural design consistent with that of the prevalent residential character surrounding this area is strongly encouraged to visually unify by way of architectural elements and features, as well as through the use of high-quality building materials. Furthermore, site design should include building facades oriented to the Half Day Road frontage and

rear parking areas in a manner consistent with traditional downtown development.

Ingress and egress to the area should not be permitted via Half Day Road, and should be limited to Hotz Road. Tree preservation should be encouraged along the northern portion of the planning area to serve as a naturalized buffer from the adjacent single-family residences to the north. The presence of wetlands at the southeast corner of the area should be preserved and restored through the incorporation of native and aquatic vegetation. In order to minimize the loss of trees and achieve sufficient stormwater detention as a result of developing this area, underground stormwater detention facilities should be considered.

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Village of Lincolnshire

Agenda Item
3.12 COW

REQUEST FOR BOARD ACTION
Committee of the Whole
March 11, 2019

Subject:	Temporary Signs in the Residential Sign District
Action Requested:	Consideration of an Ordinance Amending Title 12 (Signs) of the Village of Lincolnshire Municipal Code regarding Temporary Signs in the Residential Sign District
Petitioner:	Village of Lincolnshire
Originated By/Contact:	Ben Gilbertson, Assistant Village Manager/CED Director Tonya Zozulya, Planning & Development Manager
Referred To:	Village Board

Background:

- In September and November 2017, Village staff presented to the Village Board (Board) potential amendments to Title 12 (Signs) of the Lincolnshire Village Code. The amendments were intended to cover a number of aspects to permanent and temporary signs across multiple sign districts (see attached Document 1). The Residential Sign District is depicted in a light yellow color.

- The intent of the new code was to be content neutral and treat all types of temporary signs in each sign district the same per a U.S. Supreme Court decision (*2015 Reed v. Town of Gilbert*), regardless of their intent or message. The Village Board's direction from the 2017 preliminary evaluation meetings regarding certain restrictions for real estate signs (size and number) influenced the Architectural Review Board's (ARB) consideration of other temporary signs in the same district (e.g., garage sale signs). Based on the *Reed v. Town of Gilbert* decision, real estate signs cannot have different regulations (including the display time period) than other temporary signs in the same sign district. After the public hearing and discussion over meetings, the ARB recommended the current regulations, which the Village Board ultimately approved. In November 2018, after a total of four presentations to the Board and four presentations to the ARB, the Board approved the new code (see attached Document 2).

- Following approval of the amendments, staff sent notifications to local businesses, organizations, residents, and real estate brokers regarding the new requirements. Staff received concerns from several Lincolnshire, Lake Forest, and Lake Bluff residential real estate brokers indicating the new size requirements of 2 sq. ft. in area and 4' in height for internal streets was too small; impairs sign legibility (especially when snow covered); and requires investment in new signs and recurrent sign installation and removal. The approved size requirements for these types of signs were modeled after Lake Forest and Lake Bluff codes as a result of Village Board direction and the ARB's favorable recommendation.

Village of Lincolnshire

Agenda Item 3.12 COW

- A second concern raised by real estate professionals was the display duration of real estate signs. The current temporary sign regulations provide for a maximum display of 91 days in the Residential Sign District. Realtors stated the short duration and non-continuous nature of the limitations adds to costs of hiring a sign company to install and remove signs. The brokers initially indicated the average current market time in Lincolnshire is 268 days, which means a sign would need to be installed three times and taken down twice (based on the 91-day maximum timeframe for temporary signs).

- On January 14, 2019, the Village Board discussed the above concerns and heard from local brokers. At the conclusion of the meeting, it was the Board's consensus that the new temporary sign size requirements in the Residential Sign District should remain. However, the Board determined the display period should be amended for all temporary signs in that sign district to make it non-interrupted. The Board also wanted to ensure temporary signs remain in good condition and be replaced after one year. The Board referred this amendment to the ARB for a public hearing and recommendation.

ARB Consideration and Recommendation:

- On February 19, 2019, the ARB held a public hearing and heard testimony from the local brokers (see attached Document 3). The ARB discussed the possibility of some temporary signs being displayed for an extended period of time or indefinitely if the event or property sale is lengthy or does not have a specific end date. For example, an organization may choose to conduct an ongoing membership drive and display a temporary sign with no end date or a property owner may have a property marketed for years before it is sold or leased. This unlimited duration could cause temporary signs to turn into de facto permanent signs. However, the ARB ultimately recommended the display period should be relaxed to allow flexibility for all temporary signs in the Residential Sign District, and particularly for real estate signs, which the ARB felt are disproportionality impacted, given the frequency of their use.

- The ARB determined the Code should be changed to allow temporary signs in the Residential Sign District to be installed and continuously displayed until 5 days after the conclusion of an event, project, or product sale/lease as follows (the proposed changes are in **bold text**):

  > ***"****All temporary signs shall be removed within five (5) business days following the earlier to occur between (a) the expiration of the applicable display limitation, or (b) the subject of the sign being complete, expired, terminated or abandoned.* ***For the purpose of this Chapter, the Village shall characterize the subject of the sign to be complete, expired, terminated or abandoned when (a) work performed pursuant to a permit is complete or the permit expires, whichever occurs first, (b) the date or event advertised on the sign has passed, or (c) the product advertised on the sign has sold or leased or the owner has terminated efforts to sell or lease the product."***

  This ARB recommendation does not address the concern that some temporary signs may become de facto permanent signs, as described above.

- The ARB also considered the Village Board's direction from the January 14th preliminary evaluation that signs displayed for more than a year be replaced if additional display time is needed to ensure they remain in good condition. However, they determined this additional sign replacement requirement was not needed as the temporary sign regulations already have stringent requirements regarding sign upkeep and penalties for non-compliance.

Village of Lincolnshire

Agenda Item 3.12 COW

- In light of the ARB's recommendation, the Residential Sign District Table 1 is proposed to be amended by: (1) removing the current 91 day display limitation with a minimum gap of 14 days; and (2) adding new references to amended Section 12-13-1(A)(10) containing the revised language above and existing Section 12-13-1(A)(5): "No exposed framing shall be visible on temporary signs. All temporary signs must remain in good condition during the display period. Throughout the display period, corrective action must be taken immediately should there be any problems with the appearance, condition or maintenance of the sign and/or support hardware. Signs in disrepair are subject to removal by the Village."

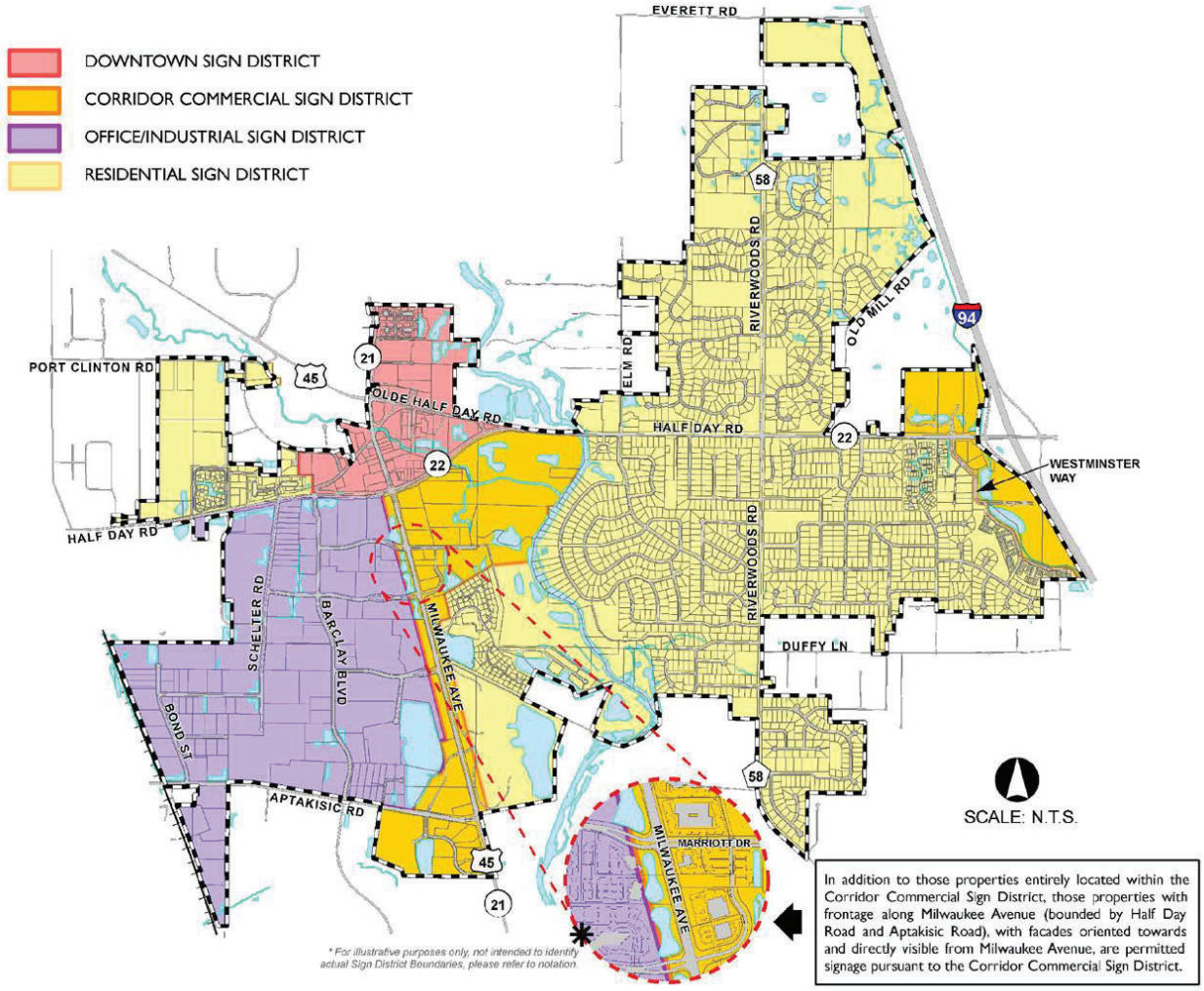
- Attached is a draft ordinance prepared by Village Attorney Simon (see attached Document 2).

Recommendation:
Consideration of the draft ordinance and feedback/direction to staff regarding further revisions the Board wishes to make.

Reports and Documents Attached:
- Document 1: Sign District Map.
- Document 2: Draft Ordinance amending Chapter 13 (Temporary Signs) of Title 12 (Signs) of the Village of Lincolnshire Municipal Code.
- Document 3: Unapproved February 19, 2019 Architectural Review Board meeting minutes.

Meeting History	
Committee of the Whole – Preliminary Evaluation (initial)	September 11, 2017
Committee of the Whole – Preliminary Evaluation (continued)	November 13, 2017
Architectural Review Board – Public Hearing	January 16, 2018
Architectural Review Board (continued)	March 20, 2018
Architectural Review Board (continued)	May 31, 2018
Architectural Review Board (continued)	September 4, 2018
Committee of the Whole – First Reading	October 22, 2018
Village Board – Second Reading / Adoption	November 12, 2018
Committee of the Whole – Preliminary Evaluation	January 14, 2019
Architectural Review Board – Public Hearing	February 19, 2019
Committee of the Whole – First Reading (current)	March 11, 2019

DOCUMENT 1


DOWNTOWN SIGN DISTRICT
CORRIDOR COMMERCIAL SIGN DISTRICT
OFFICE/INDUSTRIAL SIGN DISTRICT
RESIDENTIAL SIGN DISTRICT
EVERETT RD
PORT CLINTON RD
HALF DAY RD
OLDE HALF DAY RD
ELM RD
RIVERWOODS RD
OLD MILL RD
WESTMINSTER WAY
DUFFY LN
SCHELTER RD
BARCLAY BLVD
MILWAUKEE AVE
BOND ST
APTAKISIC RD
MARRIOTT DR
SCALE: N.T.S.
* For illustrative purposes only, not intended to identify actual Sign District Boundaries, please refer to notation.
In addition to those properties entirely located within the Corridor Commercial Sign District, those properties with frontage along Milwaukee Avenue (bounded by Half Day Road and Aptakisic Road), with facades oriented towards and directly visible from Milwaukee Avenue, are permitted signage pursuant to the Corridor Commercial Sign District.

DOCUMENT 2

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VILLAGE OF LINCOLNSHIRE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (SIGNS)
OF THE VILLAGE OF LINCOLNSHIRE MUNICIPAL CODE

WHEREAS, the Village of Lincolnshire, an Illinois home rule municipal corporation, has the authority to adopt ordinances and promulgate rules and regulations that pertain to its government and affairs, including the coordination and operation of various activities and structures within its boundaries, and to protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Village has express statutory authority to establish and enforce standards for the review of the design of buildings and structures, including signs, 65 ILCS 5/11-13-1(12); and

WHEREAS, the Village Board finds it necessary for the promotion and preservation of the public health, safety and welfare of the Village that the design, erection, construction, location and maintenance of all signs be regulated and controlled;

WHEREAS, the Village has an important and substantial interest in preventing the proliferation of temporary signs of increasing size and dimensions as a result of competition between commercial property owners seeking the attention of passing motorists (*i.e.*, sign clutter); and

WHEREAS, the Village has an important and substantial interest in ensuring the signs erected and displayed in the community are constructed well and maintained in good order to ensure the signs do not deteriorate and consequently have a negative impact on aesthetics and property values; and

WHEREAS, Village Board finds that sign clutter makes the community less attractive for commerce and private investment, and dilutes and obscures messages being displayed in the village's non-residential sign districts by creating visual confusion and aesthetic blight; and

WHEREAS, the Village Board finds that the regulation of temporary signs in non-residential sign districts requires greater oversight to abate the effects which sign proliferation has on aesthetics and economic development; and

WHEREAS, the Village desires to ensure its temporary sign regulations conform to the legal precedent set by the U.S. Supreme Court case *Reed v. Town of Gilbert* (June 18, 2015), and are consequently characterized as content-neutral, time, place and manner restrictions; and

WHEREAS, the Village Board referred to the Architectural Review Board ("ARB") a petition to research, consider and prepare proposed text amendments to the Sign Code to clarify and amend the standards for temporary signs; and

WHEREAS, following due publication of notice in the February 1, 2019 Daily Herald, a public hearing concerning the proposed amendments to the regulation of Temporary Signs in the Sign Code of the Village was convened by the ARB on February 19, 2019; and

WHEREAS, following deliberation and consideration on the evidence and testimony elicited during the public hearings and the recommendation of the ARB, the Village Board desires for the Sign Code to be amended as proposed by Staff to further the regulation of temporary signs; and

WHEREAS, the Village hereby finds that it is in the best interest of the Village and the public to amend its Sign Code to promote the highest and best use of the land in the Village and to achieve various other goals promoting the economic health and welfare of the Village.

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

SECTION ONE: The findings contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance as though fully set forth herein. The findings of the Architectural Review Board of the Village of Lincolnshire, Lake County, Illinois, 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 ARB's findings are made the references of the Mayor and Board of Trustees of the Village of Lincolnshire.

SECTION TWO: Section 12-13-1 of the Village of Lincolnshire Sign Code is hereby amended by:

A. Revising paragraph A.10 as provided below:

10. All temporary signs shall be removed within five (5) business days following the earlier to occur between (a) the expiration of the applicable display limitation, or (b) the subject of the sign being complete, expired, terminated or abandoned. For the purpose of this Chapter, the Village shall characterize the subject of the sign to be complete, expired, terminated or abandoned when (a) work performed pursuant to a permit is complete or the permit expires, whichever occurs first, (b) the date or event advertised on the sign has passed, or (c) the product advertised on the sign has sold or leased or the owner has terminated efforts to sell or lease the product.

B. Revising Table 1 so that the duration permitted for Residential (arterial) and Residential (non-arterial) temporary freestanding signs shall be described as, "Only limited by Paragraphs A.5 and A.10."

SECTION THREE: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, either facially or as applied, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof or any other application under which such provision is deemed permitted.

SECTION FOUR: All prior Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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SO ORDAINED this _____ Day of _____, 2019, at Lincolnshire, Lake County, Illinois.

AYES:

NAYS:

ABSENT:

APPROVED:

_____
Elizabeth J. Brandt, Mayor

DATE:_____

ATTEST:

_____
Barbara Mastandrea, Village Clerk

4832-8439-7449, v. 1

CHAPTER 13

TEMPORARY SIGNS

SECTION:

12-13-1 TEMPORARY SIGNS

A. General Regulations for all Temporary Signs

1. Except as otherwise permitted herein, signs shall be located entirely on property owned or controlled by the owner of the sign and shall be placed a minimum of five (5) feet from the property line.

2. Off-premise temporary signs for owners or tenants in unified commercial/mixed-use developments granted a Planned Unit Development designation shall be permitted, regardless of property ownership, so long as the sign is located within the boundaries of the Planned Unit Development.

3. Up to twenty-four (24) off-premises institutional signs are permitted, provided they are no larger than four (4) square feet in area, no taller than three (3) feet, and are displayed for no longer than twelve (12) days each display period. The display of an off-premises institutional sign shall not result in the diminution of the annual display period otherwise permitted for temporary signs on a given property.

4. No temporary sign may be illuminated.

5. No exposed framing shall be visible on temporary signs. All temporary signs must remain in good condition during the display period. Throughout the display period, corrective action must be taken immediately should there be any problems with the appearance, condition or maintenance of the sign and/or support hardware. Signs in disrepair are subject to removal by the Village.

6. No temporary sign shall extend over or into any street, nor any sidewalk, or other public thoroughfare or right of way a distance greater than four (4) inches from the wall to which it is attached, and shall not be placed or project over any wall opening capable of ingress and egress. No temporary sign shall be erected so as to prevent free ingress to or egress from any door, window or fire escape, nor shall any such sign be attached to any standpipe.

7. Temporary signs shall not be attached to fences, trees, utility poles or permanent signs (except temporary signs may be attached to permanent signs when there is a change of ownership or occupancy).

8. Temporary signs shall not be placed in a position that will obstruct or impair vision or traffic or in any way or manner create a hazard or disturbance to the health and welfare of the general public.

9. Multiple temporary signs located on the same frontage and the same zoning parcel in the Downtown and Corridor Commercial Sign Districts must be separated by 50 feet.

10. All temporary signs shall be removed within five (5) business days following the earlier to occur between (a) the expiration of the applicable display limitation, or (b) the subject of the sign being complete, expired, terminated or abandoned. For the purpose of this Chapter, the Village shall characterize the subject of the sign to be complete, expired, terminated or abandoned when (a) work performed pursuant to a permit is complete or the permit expires, whichever occurs first, (b) the date or event advertised on the sign has passed, or (c) the product advertised on the sign has sold or leased or the owner has terminated efforts to sell or lease the product.

~~10.~~11. Any violation of the conditions and restrictions of this section shall result in the loss of forty-five (45) days from the annual maximum duration for the display of a temporary sign. Such penalty shall roll over to the next calendar year if less than 45 days remain in the applicable limitation.

B. Regulations by Sign District

1. Temporary freestanding signs, other than banners, are permitted in compliance with the regulations of **Tables 1 and 2** of this Section. For signs in the Residential Sign District, the regulations are divided between signs placed on private property in a yard which does or does not have frontage on an arterial road, including Riverwoods Road and Half Day Road (Illinois Route 22). For properties located in the Residential Sign District with frontage on an arterial road, temporary freestanding signs may be placed on either the front yard or corner side yard, but not both.

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Table 1

Sign District	Area	Height	Duration
Residential (arterial)	16 sq. ft.	6 ft.	Only limited by Paragraphs A.5 and A.10
Residential (non-arterial)	2 sq. ft.	4 ft.	Only limited by paragraphs A.5 and A.10
Downtown	24 sq. ft.	6 ft.	120 days per year in total; Not more than 6 separate times; Minimum gap of 7 days
Corridor Commercial	24 sq. ft.	6 ft.	120 days per year in total; Not more than 6 separate times; Minimum gap of 7 days
Office/Industrial	20 sq. ft.	6 ft.	91 days per year in total

Table 2

Sign District	Materials	# of Signs per Zoning Lot	Permit?
Residential (arterial)	Corrugated Plastic, Wood or Metal	1	No
Residential (non-arterial)	Corrugated Plastic, Wood or Metal	1	No
Downtown	Vinyl, Balloons, Corrugated Plastic, Wood or Metal	2 per frontage	Yes
Corridor Commercial	Vinyl, Balloons, Corrugated Plastic, Wood or Metal	2 per frontage	Yes
Office/Industrial	Vinyl, Balloons, Corrugated Plastic, Wood or Metal	1 per frontage	Yes

2. Temporary signs affixed to the inside of windows are permitted, without a permit, in compliance with the regulations of **Tables 3 and 4** of this Section.

Table 3

Sign District	Area	Height	Duration
Downtown	No greater than 25% of the window area[a]	Limited to Only the First Floor	91 days per year in total; Not more than 6 separate times; Minimum gap of 14 days
Corridor Commercial	No greater than 25% of the window area	Limited to Only the First Floor	91 days per year in total; Not more than 6 separate times; Minimum gap of 14 days

[a] "Window area" is defined as a continuous surface comprised of one (1) or more window panes until divided by an architectural or structural element. Mullions are not considered an element that divides a window area. A "window pane" is each discrete piece of glass which is mounted in its own frame.

Table 4

Sign District	Placement	Materials	Copy Area
Downtown	Interior	Plastic Decals, Corrugated Plastic, Wood or Metal	2" from the edge of any window pane
Corridor Commercial	Interior	Plastic Decals, Corrugated Plastic, Wood or Metal	2" from the edge of any window pane

3. Temporary signs attached to Village-owned poles and parking lot light poles are permitted to be erected by the owner of such pole in compliance with the regulations of **Tables 5 and 6** of this Section.

Table 5

Sign District	Area	Height	Duration
Downtown	8 sq. ft.	The face of the sign may not exceed15 feet nor be lower than 8 feet	91 days per year in total; Not more than 6 separate times; Minimum gap of 14 days
Corridor Commercial	8 sq. ft.	The face of the sign may not exceed15 feet nor be lower than 8 feet	91 days per year in total; Not more than 6 separate times; Minimum gap of 14 days

Table 6

Sign District	Materials	Copy Area	Permit?
Downtown	Plastic, Canvas	2” from the edge of any window pane	Yes
Corridor Commercial	Plastic Canvas	2” from the edge of any window pane	Yes

4. Temporary freestanding banner signs are permitted in compliance with the regulations of **Tables 7 and 8** of this Section. Banners may not be affixed or attached to a wall.

Table 7

Sign District	Area	Height	Duration
Residential (arterial)	16 sq. ft.	6 ft.	14 Days per display period; Minimum gap of 14 days
Residential (non-arterial)	2 sq. ft.	4 ft.	14 Days per display period; Minimum gap of 14 days
Downtown	24 sq. ft.	6 ft.	91 days per year in total; Not more than 14 days for each display period; Minimum gap of 14 days
Corridor Commercial	24 sq. ft.	6 ft.	91 days per year in total; Not more than 14 days for each display period; Minimum gap of 14 days
Office/Industrial	20 sq. ft.	6 ft.	91 days per year in total

Table 8

Sign District	Materials	# of Signs per Zoning Lot	Permit?
Residential	Vinyl	1	Yes
Downtown	Vinyl	1 per frontage	Yes
Corridor Commercial	Vinyl	1 per frontage	Yes
Office/Industrial	Vinyl	1 per frontage	Yes

5. The duration for the display period for temporary freestanding signs and temporary banner signs shall not be cumulative, but shall be measured concurrently.

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

Member McCall inquired about the use of this lot and whether it would provide the needs of the growing student population or if there would be a parking deck planned in the future. **George Dreger** stated SHS did consider a parking deck but decided not to pursue it as the costs are substantially higher at approximately $40,000 per space, which they felt would not be the best use of tax payer money. He further added SHS is LEED Certified (Leadership in Energy and Environment Design) and the school constantly strives to maintain a balance between school needs and environmental consideration.

Member Baskin inquired about the caliper of the trees, impact of winter conditions, and if evergreens are included to soften the plan. **George Dreger** stated the landscape plan calls for 4" diameter-at-breast-height deciduous trees; no evergreens are proposed due to concerns about security camera visibility. **Member Baskin** stated he has had no issues including evergreens or addressing camera visibility when working with his school clients. He added it has been a challenge in Lincolnshire to provide more year-round variety in landscape plans and believes SHS should consider adding evergreens to this plan if there is an opportunity to do so.

Member Santosuosso inquired about drainage, design elements, and why storm inlets are not under the parking lot. **George Dreger** stated there are cost concerns with trenching and backfill, and they opted for storm traps in the grass versus the lot. In regards to drainage and grading comments noted by **Member Santosuosso,** it was noted SHS is working with Lake County Storm Water Management Commission (SMC) for permits.

PDM Zozulya noted this petition is for a minor amendment to the SHS Special Use Permit and does not require Village Board approval. Any decision made by the Architectural Review Board will be final. **George Dreger** stated the parking lot conceptual plan was included in the 2017 amendment to the Special Use for the addition.

Member Santosuosso moved, seconded by **Member McCall,** the Architectural Review Board to approve a minor amendment to the existing Special Use to permit a new parking lot for Adlai E. Stevenson High School District 125, as presented in the packet submitted by Eriksson Engineering Associates, date stamped received February 7, 2019, and further subject to consideration of adding coniferous trees to the landscape plan for wintergreen.

Motion passed unanimously by voice vote.

3.2 Public Hearing regarding Amendments to Chapter 13, Temporary Signs, of Title 12, Sign Control, of the Village Code to Revise Temporary Sign Regulations in the Residential Sign District (Village of Lincolnshire)

Chair Kennerley recessed the Architectural Review Board (ARB) meeting and convened the Public Hearing.

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PDM Zozulya provided background on the deliberations and code changes related to temporary signs in the Residential Sign District. She stated in September and November 2017, staff presented amendments to the sign code to bring the Village into compliance with *Reed v. Town of Gilbert* Supreme Court case ruling regarding content neutrality for commercial and non-commercial signs. She added over the course of a public hearing and several meetings, it was the recommendation of the ARB for the VB adopt the new sign code, which included reducing the height and square footage sizes for residential real estate signs, as well as implementing a time duration of 91 days in the Residential Sign District. Following adoption of the new code, staff sent notifications to local businesses and realtors regarding the new requirements. Staff then received concerns from several local brokerages, indicating they were concerned about the revised size requirements as being too small and having to take sign down after 91 duration period, as the non-continuous display would add to the cost of hiring sign companies to put up and take down signs. Responding to brokers' concern, **PDM Zozulya** stated the VB did not want temporary signs becoming permanent in nature, such as membership drive signs that could be up indefinitely. The VB also expressed concern over the condition of these signs, and sought temporary signs be replaced after one year.

Member Baskin inquired about duration of temporary signs in Lake Forest and Lake Bluff. **PDM Zozulya** stated she has not yet seen time limits imposed on residential real estate signs in other communities, where residential real estate signs do not have a display time limit. **Chair Kennerley** added another item to consider is whether the VB would consider giving staff the administrative authority to extend sign duration deadlines.

Chair Kennerley opened the floor to members of the audience. Joseph Roth, Edie Love, Steve Grunyk, and Julianne Spilotro came to the podium and were sworn in.

Joseph Roth, Illinois Realtors Association, discussed statistics regarding Lincolnshire and Lake Forest: the Lincolnshire average market time is 123 days, whereas the average market time in Lake Forest is 207 days and the price of a home is nearly double. For further comparison, **Mr. Roth** stated the market conditions in the communities of Riverwoods and Deerfield are similar to Lincolnshire, but those communities allow larger real estate signs. He added signs are a very important part of their marketing, with 10% of buyers locating new homes via signage. He added signs are taken down shortly after the closing.

Member McCall inquired about sign installation. **Edie Love**, Koennig Rubloff, stated they hire sign companies to install signs. She added the number of days on the market fluctuates widely and to put a time limitation would be difficult. She questioned the Village's ability to monitor and enforce the code requirements.

Steve Grunyk stated the recent market has been tough with declines in recent years, and that additional restrictions could cause home sales to lose momentum.

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Winfield Cohen, Keller Williams, stated the purpose of the sign is to not keep a sale a secret, adding the industry is on the front end of a market decline. Larger signs are utilized nationwide as they convey a stronger message and provide room for additional 'riders' on the sign. He also stated he preferred the time duration should be until the property sells.

Julianne Spilotro, CB Exchange, requested clarification on what prompted the sign code changes and whether the Village asked the sellers or local agents about the changes in advance. The changes create an undue burden on the realtors.

Chair Kennerley thanked the realtors for their comments. She added the Village has to consider the impact of the code changes to all temporary signs, not only real estate signs.

Steve Grunyk stated he has not seen dilapidated signs in Lincolnshire. **Joseph Roth** noted the property maintenance code should cover any issues with conditions of signs and the vast majority of brokers should not be penalized due to some brokers not maintaining signs well. **Winfield Cohen** stated they have accountability with their clients to maintain their signs.

Discussion ensued regarding a separate category for real estate signs. **PDM Zozulya** stated the content neutrality premise would prohibit this; the only differentiation between sizes and display periods would be based on the sign district. **PDM Zozulya** read the draft ordinance as prepared by the Village Attorney in regards to the time duration which would allow signs to be installed and continuously displayed until 5 days after the conclusion of an event. She added the draft ordinance stipulates that signs displayed for more than one year must be replaced to ensure they remain in good condition.

Member Baskin asked if there are particular instances of signs that are problematic. Discussion ensued regarding membership enrollment signs for area clubs that can become "permanent" due to the ongoing recruitment. **Member Baskin** added the Village is requiring local realtors to deal with the smaller signs and would not be in favor of putting more encumbrances on them. He inquired who would be monitoring sign conditions. **PDM Zozulya** stated the Village's Code Enforcement staff would enforce it either through observation or in response to complaints. **Member Santosuosso** noted Section 5 of the proposed code covers conditions and maintenance of signs. Therefore, he does not see the need for mandatory sign replacement after one year of display. **Member McCall** concurred.

PDM Zozulya read the proposed language regarding removal of the sign within 5 days of various conditions, including the conclusion of an event/project, permit expiration, product sale/lease, or removal of a product from the market. **Chair Kennerley** asked the realtors present if this was acceptable in which they appeared to concur. She also reviewed the current code definitions of permanent and temporary signs.

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www.lincolnshireil.gov

Edie Love asked how they can get the Village to reconsider the size of the sign. **PDM Zozulya** said this would have to be discussed and the Village Board level and that she will notify all interested parties when this goes back to the Board.

Chair Kennerley closed the public hearing and reconvened the Architectural Review Board meeting.

Member McCall moved, seconded by **Member Baskin**, to approve and recommend amendments to Title 12 of the Lincolnshire Village Code regarding the permitted display period for temporary signs in the Residential Sign District, as presented in the draft Sign Ordinance prepared by the Village Attorney but striking the proposed language regarding sign removal and replacement after one year of display.

Roll Call Vote:
Ayes: Chair Kennerley, Members Baskin, McCall, and Santosuosso
Nayes: None

Chair Kennerley noted the ARB recommendation will now move forward to the Committee of the Whole for discussion and consideration. The public can check the Village's website, under Meeting Agenda's and Minutes, for the meeting date at which this agenda item will be heard.

3.3 Continued Workshop regarding Text Amendments to Title 12, Sign Control, of the Lincolnshire Village Code, to Consolidate and Revise Regulations in the Downtown and Corridor Commercial Sign Districts for Permanent Signs (Village of Lincolnshire)

PDM Zozulya provided background on the continued workshop and recapped previous direction from the ARB from the December 18, 2018 meeting to combine the Downtown and Corridor Commercial sign districts into one district and noted the following areas for staff to further research:

1. Apply current Corridor Commercial wall and ground sign dimensions.
2. Apply current Downtown District monument sign design requirements to include the following design items: base, sign area and cap.
3. Add flexibility in ground sign materials while complementing building architecture.
4. Consider more stringent ground sign landscape regulations.

Member Baskin reiterated his concerns about the design cap requirement as it may not be appropriate in all cases depending on the architecture of the building. **Member Santosuosso** suggested any sign not adhering to base, sign area, and cap requirements would need approval of the ARB. **PDM Zozulya** clarified new sign or structural alteration proposals, which do not require variations, are currently reviewed by staff. When a new PUD or development is proposed, the signage is reviewed by the ARB as part of an overall development package. **Member Baskin** recommended new ground signs and structural alterations to existing ground signs be reviewed by the ARB, while simple ground sign face

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Village of Lincolnshire

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3.13 COW

REQUEST FOR BOARD ACTION
Committee of the Whole
March 11, 2019

Subject:	Resolution Reallocating 2019 Lake County Private Activity Bond Clearinghouse Cap to the Village of Buffalo Grove, Illinois
Action Requested:	Consideration of a Resolution Reallocating 2019 Lake County Private Activity Bond Clearinghouse Cap to the Village of Buffalo Grove, Illinois, in the Amount of $770,280, and Direct Placement on Consent Agenda for March 18, 2019 Village Board Meeting
Petitioner:	Village of Lincolnshire
Originated By/Contact:	Tonya Zozulya, Planning & Development Manager
Referred To:	Village Board

Summary/Background:

Lake County Partners submitted the attached letter requesting Lincolnshire's participation in the Lake County Private Activity Bond Clearinghouse (PABC) program in 2019 (see Document 3). This recurring annual request allows the State of Illinois, Village of Lincolnshire, and other local governments to issue tax-exempt bonds to provide special financing benefits for qualified projects.

The Federal Tax Reform Act of 1986 (the "Code") imposes a limit on the aggregate amount of "tax exempt private activity" bonds (also known as "Volume Cap") that can be issued by a state. Illinois has adopted procedures for the allocation of the Volume Cap pursuant to the Illinois Private Activity Bond Allocation Act, 30 ILCS 345 (the "Illinois Allocation Act"). The Governor's Office is charged with the authority to allocate the Volume Cap among Illinois jurisdictions (see Document 6).

Lake County Partners offers Lake County home-rule communities the opportunity to participate in PABC to combine their annual volume cap allocations and create a Private Activity Bond Clearinghouse Pool (Pool) to facilitate the issuance of tax-exempt private activity bonds to finance manufacturing and multi-family housing projects in Lake County for economic development purposes (see Documents 4 and 5). As of 2018, in addition to Lincolnshire, there were 14 other communities in the Pool, including, but not limited to, Buffalo Grove, Vernon Hills, Lake Forest, Lake Bluff and Deerfield.

Lincolnshire has participated in PABC since 2000. Every year, the Volume Cap is transferred to the Village of Buffalo Grove, the program host since 2001. Lincolnshire's 2019 allocation is $770,280, based on the total estimated population of 7,336 ($105 per capita), as determined by the State. This amount varies from year to year ($763,875 in 2018). Lincolnshire's participation in the Pool allows the Village to be eligible to access bond funds to finance local projects. If the resolution is approved, staff will send the attached letter to the Governor's Office regarding Lincolnshire's participation (see Document 2). Since 2000, 9 manufacturing projects, 9 affordable housing projects, as well as 2 landfill and private school projects across Lake County have been fully or partially funded through the volume cap for a total of approximately

Village of Lincolnshire

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$130,000,000 (see attached Document 5). According to Lake County Partners, there have been no applications for projects in Lincolnshire.

Recommendation:
Consideration and placement of the proposed resolution on the March 18, 2019 Village Board meeting agenda for approval.

Reports and Documents Attached:

- Document 1: Resolution Reallocating 2019 Volume Cap to the Village of Buffalo Grove, Illinois.
- Document 2: Draft letter to Governor Pritzker regarding Lincolnshire's participation.
- Document 3: Lake County Partners letter, dated January 23, 2019.
- Document 4: Industrial Revenue bonds overview/eligibility, provided by Lake County Partners.
- Document 5: Lake County projects funded through the Pool, provided by Lake County Partners.
- Document 6: Guidelines and Procedures for the Allocation of Private Activity Bonding Authority, published by the State of Illinois.

Meeting History	
Committee of the Whole (current):	March 11, 2019

DOCUMENT 1

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VILLAGE OF LINCOLNSHIRE
RESOLUTION NO. 2019-____

A RESOLUTION OF THE VILLAGE OF LINCOLNSHIRE, ILLINOIS REALLOCATING 2019 VOLUME CAP TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS.

WHEREAS, the Village of Lincolnshire, Lake County, Illinois the ("Municipality"), is a municipality and a home rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

WHEREAS, certain tax exempt private activity bonds may be issued only if sufficient volume cap pursuant to Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), is available for the bonds; and

WHEREAS, pursuant to the Code, the Municipality has been allocated volume cap equal to $105.00 per resident of the Municipality in calendar year 2019, or $770,280 for the issuance of such tax-exempt private activity bonds; and

WHEREAS, pursuant to Section 6 and Section 6.1 of the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 *et seq.* (the "Bond Allocation Act"), and the Guidelines and Procedures promulgated thereunder, the Municipality may, prior to May 1, 2019, reallocate to other home rule units of government the volume cap allocated to the Municipality by the Code for their issuance of such tax exempt private activity bonds or for subsequent transfer or reallocation; and

WHEREAS, the Municipality has not used any of its 2019 volume cap and has no present intention to use the same; and

WHEREAS, the Lake County Partnership for Economic Development, Inc. has offered Lake County home rule communities the opportunity to participate in a program to combine their respective volume cap allocations and create a Private Activity Bond Clearinghouse Pool (the "Pool") to facilitate the issuance of tax-exempt private activity bonds to finance manufacturing and multi-family housing commercial projects in Lake County, Illinois, for economic development purposes ("Eligible Projects"); and

WHEREAS, the Village of Buffalo Grove, a home rule unit of government ("Buffalo Grove"), pursuant to its Resolution No. 2001-51 adopted December 17, 2001, agreed to host the Pool and to reserve its own volume cap, and accept volume cap reallocated to Buffalo Grove by other home rule units of government, for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects; and

WHEREAS, Buffalo Grove has requested that the Municipality reallocate all of its 2019 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects;

NOW, THEREFORE, BE IT RESOLVED BY LAKE COUNTY, ILLINOIS, AS FOLLOWS:

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SECTION ONE: RECITALS. The foregoing recitals are incorporated in and made a part of this Resolution by this reference as findings of the Village Board.

SECTION TWO: TRANSFER AND REALLOCATION OF 2019 VOLUME CAP. Pursuant to Section 6 and Section 6.1 of the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, the Municipality irrevocably agrees to, and does hereby, transfer and reallocate all of its 2019 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects as directed by the Advisory Committee created pursuant to Buffalo Grove Resolution No. 2001-51.

SECTION THREE: AGREEMENT. This Resolution shall constitute the agreement of the Municipality to a different allocation under Section 146(e) (3) of the Code and the writing required under Section 6 of the Bond Allocation Act.

SECTION FOUR: WARRANTY. The Municipality covenants and warrants that it has taken no action or issued bonds that would abrogate, diminish, or impair its ability to fulfill the written agreement, covenants, and undertakings on its part under this Resolution.

SECTION FIVE: AUTHORIZATION. As required by the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, a certified copy of this Resolution shall be transmitted to the Office of the Governor of the State of Illinois. Any and all appropriate and proper officers, officials, agents, and employees of the Municipality are hereby authorized, empowered, and directed to take all necessary and advisable actions, and to execute all such documents and certificates, as may be necessary to further the purposes and intent of this Resolution.

SECTION SIX: MAINTAIN RECORD. The Municipality shall maintain a written record of this Resolution in its records for so long as the bonds to which the volume cap transferred by this Resolution is reallocated remain outstanding.

SECTION SEVEN: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as required by law and is enacted by the Municipality pursuant to its powers under the laws of the State of Illinois and the Illinois Constitution of 1970 and its home rule powers.

PASSED THIS ___ DAY OF _____, 2019
AYES:
NAYS:
ABSENT:
PASSED THIS ___ DAY OF _____, 2019

_____
Elizabeth J. Brandt, Mayor

ATTEST:

_____
Barbara Mastandrea, Village Clerk

DOCUMENT 2

Return to Agenda

Draft

REPORT OF ALLOCATION GRANTED
BY HOME-RULE UNITS

April 1, 2019

Governor's Office of Management and Budget
Capital Markets Unit– Volume Cap Submission
JRTC, 100 W Randolph Street – Suite 15-100
Chicago, IL 60601
Attn: Sophia Ronis

RE: Issuer: Village of Lincolnshire
Total 2019 Volume Cap Allocation $770,280

Volume Cap allocation granted, transferred or reserved by the Village of Lincolnshire Resolution No. _____ prior to May 1, 2019 (Copies of Allocation Resolution attached):

Principal Amount of Issue:	$770,280
Bond Description:	Private Activity Bond Volume Cap
If allocated to another issuer, state Name of issuer	Village of Buffalo Grove, Illinois

Copies of allocation resolutions or ordinances are attached. (Note: Memorandums of agreements with business need not be attached.)

Total Allocation Granted or Reallocated $770,280

Sincerely,

Village of Lincolnshire

_____

Elizabeth J. Brandt
Mayor
847-883-8600
mayorbrandt@lincolnshireil.gov

Lake County Partners

January 23, 2019

Mr. Brad Burke, Village Manager
Village of Lincolnshire
Sent via Email to bburke@lincolnshireil.gov

Dear Mr. Burke:

I am writing to request your municipality's participation in Lake County's Private Activity Bond Clearinghouse (PABC) in 2019. Each year, Lake County Partners contacts the home rule communities in Lake County to request a pooling together of the volume cap to ensure the best use of our collective private activity bond allocation. The PABC cap for each year is transferred to the Village of Buffalo Grove, the Pool's host home rule community. *If your municipality is interested in participating, your governing body must approve a resolution and submit it to Governor Pritzker's Office before May 1, 2019. A sample resolution is attached for your use.*

Since its inception, the Lake County PABC has funded nearly $200,000,000 in local projects, which has resulted in the construction of over 360,000 sq. ft. of new manufacturing space, the creation of 648 new manufacturing jobs, the renovation of 1,600 multi-family dwelling units, the purchase of an estimated 251 homes by first-time homebuyers, the expansion of a Montessori School, and the construction of a new solid waste disposal cell.

Please click on the following link to review the: "State of Illinois' Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345". Per page 5 of this document, this year's per capita amount is $105.00, and the population data estimates outlined within these guidelines are based on Census information. **The population estimate for Village of Lincolnshire is 7,336, bringing your municipality's 2019 allocation to $770,280.**

Your municipality's approval of a resolution to transfer its volume cap to the Village of Buffalo Grove will preserve the volume cap in Lake County for a three-year period for the important reasons outlined above. **Lake County Partners therefore requests that you place a resolution similar to the attached example on your Board's schedule for approval and forward the approved resolution to the attention of the Governor's Office as soon as possible in the manner outlined within page 3 of the above hyperlinked Guidelines and Procedures document; please note that all reporting submissions are to be submitted in both hard copy and electronic format.**

Please copy me at bprusila@lakecountypartners.com on your Board's actions and subsequent notification to the Governor's Office, or notify me if your community chooses not to participate in this year's pool so that we may more effectively manage the process next year. If you have any specific questions or concerns, please feel free to get in touch directly at 847-597-1230.

We appreciate your support and look forward to working with you.

Sincerely,

Barbara C. Prusila
Economic Development Director

INDUSTRIAL REVENUE BONDS OVERVIEW

Companies interested in this financing mechanism work with their banker to determine the company's credit worthiness, structure terms, and set collateral requirements.

LCP each year pools Lake County's Home Rule Cap. By May 1st of each year, participating communities pass a resolution transferring their cap to Buffalo Grove (a Home Rule Community and host for the Private Activity Bond Clearinghouse) and inform the governor's Office of the transfer. The PABC's Advisory Committee consists of 3 municipal representatives, 3 county board members and 3 investment bankers – this group has been dormant for a number of years. As IRB projects are identified and selected for funding (currently an LCP staff function because demand for cap does not equal/exceed supply), LCP determines in discussion with the company and host community (the community in which the project to be funded is physically located) whether the Host Community or the County will issue the IRB.

The main village responsibilities include review of bond documents and preparation and passage of enabling legislation. While the village lends its private activity bonding authority or volume cap to issue the bonds, the Village has no financial liability or responsibility for repayment of the bonds. The borrower pays any costs incurred by the village to provide these services.

Eligibility Requirements

Small manufacturers that are financing **manufacturing facilities** and providing **new jobs qualify**.

- **Manufacturers** alter or add value to raw materials. Examples include:
  - Plastic injection molding facility
  - Manufacturers of glass containers
  - Commercial printer
  - Not eligible: Wholesalers, distributors, retailers

- **Small manufacturers** spend less than $10 million on capital expenditures over a defined six-year period.
  - The six-year period includes the three years prior to the proposed financing and three years subsequent.
  - This test is calculated on a per municipality basis.
  - Existing bonds financing facilities in the municipality also count against the $10 million limitation, regardless of when the bonds were issued.

- **Manufacturing facilities**: IRB proceeds can be used to finance new construction, new equipment, the purchase of an existing facility, and the refunding of existing Industrial Revenue Bonds. These categories are described in more detail below.

- **Jobs**: New full-time jobs must be created by the project. A prime example would be additional machine operators. There is no set minimum; however, borrowers will be held accountable for their job creation estimates.

What can be financed?

- New Construction
  - New manufacturing facility
  - Expansion to a currently owned facility

- Existing Facilities
  - Purchase of an existing manufacturing facility.
  - At least an additional 15% of the purchase price must be spent on rehabilitation to the manufacturing space.
  - Expansion costs and equipment purchases do not count toward the 15% requirement.

- Equipment
  - New equipment
  - Used equipment, only if the equipment previously resided in the existing building being purchased.

- Refunding of existing IRBs can be accomplished within certain restrictions.

Other restrictions:
To qualify for bond financing, a project must also conform to a series of legal requirements. The following is a summary of some of the major restrictions, but is not intended to be an exhaustive list of those rules. Bond counsel and the company's own attorney can provide specific advice.

- 95% of the bond proceeds must be used for expenditures related to manufacturing. Up to 2% may be used to cover costs of issuance, and 3% may be used to cover other non-qualifying costs.

- Of the 95%, 75% must be used for expenditures directly related to manufacturing. Up to 25% may be used for facilities ancillary to the manufacturing process (i.e. warehouse space, office space, parking).

- Up to 25% may be used to acquire land.

- The average maturity of the bond issue may not exceed 120% of the average reasonably expected useful life of the facilities financed with bond proceeds.

- Property financed with an IRB must be depreciated on a straight-line basis over the periods prescribed for ACRS cost recovery.

Issuance Process – Overview

- **Financing Process**: Work with the Bank to develop a financing plan either to enhance the issue with a letter of credit or to purchase the bonds directly.

- **Working with Lake County Partners**: Apply to Lake County Partners for an Inducement Resolution, which is an action by the municipal approving body inducing the company to locate its project/expand its facility within the jurisdiction of Lake County. The Inducement Resolution represents an intention to issue bonds subject to review of the documentation and legal opinion of bond counsel.
  - There are strict rules about spending money or signing a binding commitment on a project prior to inducement. **Expenditures made more than 60 days prior to inducement are not eligible for tax exempt financing.**

- **Documentation**: Select bond counsel and authorize draft documentation.
  - Bond counsel, an attorney with expertise in bond law, delivers an opinion upon closing of the bonds regarding the tax-exempt qualifications of the issue. Bond counsel also drafts the majority of the bond documents.

- **Public Approval Process/Final Bond Resolution**
  - Return to Lake County Partners with completed documentation for bond resolution hearing (formal approval).
  - Prior to passage of the bond resolution, a public hearing (TEFRA hearing) is held to give the public an opportunity to speak out on the issue. It is extremely rare for any opposition to be expressed in tax-exempt transactions.

- **Volume Cap Application**
  - The Governor must approve the bond issue under the volume cap limit. If the particular issue is within the issuer's allocation, this approval is a formality. If the issuer has exceeded its volume cap, then the issue is subject to further allotment from the Governor's office.
  - When demand for Cap exceeds the amount of Cap available, Lake County Partners ranks all projects based on job creation, capital investment and other objective criteria and allocates its volume cap based on this ranking.
  - If volume cap has been depleted in a given year, the bond issue can be delayed until the following year. In this case the Bank will generally provide conventional financing to bridge the transaction.

- **Closing and Funding the Transaction**
  - All the bond proceeds are drawn down at closing. Funds not immediately needed may be reinvested with the trustee subject to strict limitations on earnings from those investments. Investment earnings cannot exceed interest expenses.
  - The company has up to three years after closing to expend all the bond proceeds. Funds not spent within three years must be used to redeem bonds.

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DOCUMENT 5

Lake County Partners
Location. Collaboration. Opportunity.

Summary Report: PABC Activity FY 2000 - FY 2018

IRB Project	Project Description/Jobs	Cap Amount
Manufacturing:		
A.L. Hansen - FY 2000	20,000 sq. ft addition/12 jobs	$2,570,000.00
Brown Paper Goods - FY 2001	40,000 sq. ft addition/26 jobs	$3,640,000.00
Long Grove Confectionery, Inc. FY 2001	60,000 sq. ft addition/40 jobs	$4,400,000.00
Little Lady Foods, Inc. - FY 2002	20,000 sq. ft addition 60,000 sq. ft. renovation/375 jobs over 3 years	$6,300,000.00
Fabrication Technology - FY 2003	60,000 sq. ft building purchase/80 jobs	$4,300,000.00
Fabrication Technology - FY 2005	20,000 sq. ft. addition/25 jobs	$3,900,000.00
Laser Precision - FY 2007	60,000 sq. ft. addition/40 jobs Machinery & equipment	$7,700,000.00
Non-Woven Solutions - FY 2007	Machinery & equipment - 20 jobs	$7,368,000.00
Kenall Manufacturing - FY 2008	20,000 sq. ft. addion, M&E - 30 jobs	$5,600,000.00
Subtotal 9 projects	**360,000 sq. ft. /648jobs**	**$45,778,000.00**

Return to Agenda

Lake County Partners
Location. Collaboration. Opportunity.

Summary Report: PABC Activity FY 2000 - FY 2018

IRB Project	Project Description/Jobs	Cap Amount
Housing:		
Affordable Housing		
Carmel House - 2000	Acquisition/renovation/3 jobs 80 d.u.	$2,915,455.00
Lakeland Apartments - 2000	Acquisition/renovation/3 jobs 104 d.u	$3,284,897.00
Grand Oaks Apartments - 2001	Acquisition/renovation/0 jobs 150 d.u.	$12,275,000.00
Emerald Pointe - 2001	Acquisition/renovation/0 jobs 120 d.u.	$7,260,000.00
Rosewood Apartments - 2004	Acquisition/renovation 168 d. u. 5 jobs	$8,800,000.00
Prairie View Apartments - 2006	Rehabilitate 224 Affordable Housing Units	$8,400,000.00
Brookstone Apartments - 2007	Acquisition/renovation 168 d. u.	$9,600,000.00
Brookhaven Apartments - 2008	Acquisition/Rennoation of 181 d. u.	$18,300,000.00
Whispering Oaks Apartments - 2008	Acquisition/Rennoation/Equipping 405 d. u.	$26,000,000.00
Subtotal 9 projects	**1,600 d.u.**	**$71,100,000.00**
Total Rollover (low income housing)		
Rollover 2012	$18,239,905.00	
Rollover 2013	$33,042,330.00	
2014 - Total Rollover Available	**$51,282,235.00**	

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Lake County Partners

Location. Collaboration. Opportunity.

Summary Report: PABC Activity FY 2000 - FY 2018

IRB Project	Project Description/Jobs	Cap Amount
Exempt Facilities:		
Waste Management Countryside Landfill	Develop/construct new cell/rolling stock	$9,870,763.00
Montessori School of Lake Forest	Refinance and build 5,000 sq. ft. addition	$3,000,000.00
Subtotal		**$12,870,763.00**

*Some of these projects may have been partially or completely funded by volume cap outside the PABC, although Lake County is the issuer of the bonds.

DOCUMENT 6

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STATE OF ILLINOIS

GUIDELINES AND PROCEDURES

FOR THE

ALLOCATION OF PRIVATE ACTIVITY BONDING AUTHORITY

IN ACCORDANCE WITH THE TAX REFORM ACT OF 1986

AND 30 ILCS 345

OFFICE OF THE GOVERNOR

Effective January 1, 2019

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Questions regarding these guidelines and procedures may be directed to the Capital Markets Unit of the Governor's Office of Management and Budget at (312) 814-0023.

INTRODUCTION

The Federal Tax Reform Act of 1986 (the "Code") as amended, imposes a limit on the aggregate amount of "tax exempt private activity" bonds (also known as "Volume Cap") that can be issued by a state.. While the Code provides an allocation scheme for specific issuing authorities, it also provides that a state may, by law, provide a different formula for allocating the State ceiling among the governmental units in the State having authority to issue such bonds. The State of Illinois ("the State") has adopted procedures for the allocation of Volume Cap pursuant to the Illinois Private Activity Bond Allocation Act, 30ILCS 345 (the "Illinois Allocation Act").

The Governor's Office is the entity charged with authority to allocate Volume Cap among the political subdivisions within the State. In the event of conflict between the Code and Illinois Allocation Act and these "2019 Guidelines and Procedures" (the "Guidelines"), the Code and the Illinois Allocation Act shall control. Any matters not covered by the Code or the Illinois Allocation Act or the Guidelines shall be decided by the Governor's Office, and the Governor's Office reserves the right to amend the Guidelines at any time.

These Guidelines are provided by the Governor's Office to assist issuers in understanding how the allocation formula will be administered. They do not represent a binding legal interpretation of either the Code or the Illinois Allocation Act. The Governor's Office will not make a legal determination of the applicability of the Code to an issuer nor will it determine an issuer's compliance under the Code. Issuers should consult their own legal counsel to make these determinations.

The Guidelines require certain issuers to submit requests to the Governor's Office for allocations of Volume cap. In addition, they require issuers within the State to report on reallocations and their use of Volume Cap.

PLEASE NOTE – ALL REQUESTS AND REPORTING SUBMISSIONS, AS DESCRIBED HEREIN, MUST BE SUBMITTED IN BOTH (i) HARD AND (ii) ELECTRONIC FORMATS (ADOBE ACROBAT "PDF") TO THE FOLLOWING ADDRESSES:

HARD COPY SUBMISSIONS TO:

Governor's Office of Management and Budget
Capital Markets Unit– Volume Cap Submission
JRTC, 100 W Randolph Street – Suite 15-100
Chicago, IL 60601
Attn: Sophia Ronis

ELECTRONIC (PDF) SUBMISSIONS TO:

mailto:OMB.VolumeCapRequest2019@illinois.gov

Please indicate the (i) name, (ii) status of your organization (Home Rule, Non-Home Rule or State Agency) and (iii) type of submission (either a "REPORT" or a "REQUEST") in the "SUBJECT" line of your submission e-mail. Please include the following information for a primary and secondary contact person in the body of each electronic submission (email):

Name
Title
Department/Division
Phone Number
Email address

IMPORTANT NOTE – The time and date stamp of the email will be used for the purpose of determining the order in which the submissions are received unless otherwise noted herein.

Calendar Year 2019 State Ceiling and Allocations

2019 State Ceiling – Background and Calculation

Section 146 of the Code limits the amount of qualified private activity bond debt that may be issued in a state during a calendar year ("the State Ceiling"). Section 146(d) of the Code was amended by H.R. 5662, the "Community Renewal Tax Relief Act of 2000 (the "CRTF Act")," to specify that beginning in calendar year 2002 the limit shall be the greater of $75 multiplied by a state's population or $225 million. The CRTF Act further specifies that beginning in calendar year 2003 the volume limit may be adjusted annually for inflation. Pursuant to Revenue Procedure 2008-66 published by the Internal Revenue Service, the volume limit on qualified private activity bonds adjusted for inflation for calendar year 2019 is ($105 multiplied by the state's population).

Section 146(j) of the Code further requires that the calculation of the State Ceiling be based on the most recent resident population estimate released by the U. S. Bureau of the Census before the beginning of the calendar year. On December 28, 2017, the Population Division of the U.S. Census Bureau issued "Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2000 to July 1, 2018 (NST-EST2018-03)" which reports Illinois's estimated population as **12,802,023**.

Illinois 2019 State Ceiling is **$1,344,212,415.00** ($105 x **12,802,023**).

Allocations

Pursuant to the Statute, the table below denotes the initial allocation of the 2019 State Ceiling.

Home Rule Units	$ 856,024,470.00
Non-Home Rule Units	240,894,465.00
State Agencies/Authorities	240,894,465.00
Total	**$1,344,212,415.00**

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HOME RULE UNITS

Allocation

January 1 Benchmark
As described in "2019 State Ceiling – Background and Calculation" above, each Home Rule community is allocated an amount equal to ($105 multiplied by its population and Cook County, as a Home Rule county, is allocated an amount equal to $105.00 multiplied by the population of its unincorporated area). Based on the most recent US Census estimates the total amount for all Home-Rule units has been determined to be $856,024,470.00. Appendix C attached identifies the list of Home Rule units and the population count used by the Governor's Office for the volume cap allocation. Special census estimates or other estimates for individual municipalities are not recognized by the Governor's Office.

During the period from January 1, 2019 through May 1, 2019 Home Rule units may not apply to the State for an allocation under the Illinois Allocation Act. Rather, Home Rule units must determine and monitor their own private activity bond limits as provided in the Illinois Allocation Act. Please see reporting requirements detailed below in "Home Rule Reporting".

June 1 Benchmark
Of the total amount available to each Home Rule unit of government with less than 2,000,000 inhabitants, the amount that has not been granted, transferred, or reserved by Home Rule units for specific projects or purposes as of May 1, 2019, shall be reserved to the Governor's Office on June 1, 2019 (the "home Rule Pool"). From the period of June 1 through July 15, 2019, one-half of the Home rule Pool will be available to all Home Rule units with less than 2,000,000 inhabitants (the remaining half is available for allocation to the State or State Agencies as herein after described).

The Governor's Office will accept Home Rule units' requests for volume cap from the Home Rule Pool beginning on the first State business day on or after June 1, 2019. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., June 1, 2019. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first-come, first-granted basis.**

If a determination is made that there is a sufficient amount of allocation remaining in the Home Rule Pool upon a request made, an allocation approval letter will be sent to the applicant. The approval letter will be mailed by first class U.S. Mail to the signatory of the application letter Express mail will be used upon request and at the issuer's expense. The allocation is valid for a period of 60 calendar days from the date of the letter or December 28 of the year of the allocation. This period is set by Illinois Allocation Act and cannot be extended.

July 15 Benchmark
On and after July 15, 2019, the amount of the unused allocation from the Home Rule Pool shall be available to both Home Rule units of government (with less than 2,000,000 inhabitants) and to State agencies. Requests submitted prior to July 15 that are not completely fulfilled must be re-filed after July 15 if cap still is requested.

The Governor's Office will accept Home Rule units' requests for volume cap from the Home Rule pool beginning on the first State business day on or after July 15, 2019. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., July 15, 2019. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first-come, first-granted basis.**

Please Note –

- **A completed "Allocation Request Letter" (Appendix A) and a copy of an "Official action", as defined in the Statute, <u>must</u> accompany <u>all</u> request submissions (June 1 or July 15). A submission <u>will not</u> be deemed complete unless a copy of Official action is included in the transmittal.**
- **No Home Rule unit may be granted more than 10% of the amount of total allocation initially available for Home Rule units for a single project. Home Rule units may submit separate requests for multiple projects. Requests must be for specific projects, not general use. Requests will be processed only for allocation to be used directly by the requesting Home Rule unit. Joint requests from more than one unit or requests from one unit for allocation that will also be used by other units of government will not be considered. Once an allocation is given to a specific unit, the Governor's Office will not object if units pool their allocations and join together in a bond issue as advised by legal counsel.**
- **The allocation approval letter to Home Rule units of government is valid for a period of 60 calendar days from the date of the letter or through December 31, 2019, whichever date comes first. If an issuer's allocation has expired, it may apply for a new allocation if allocation is still available. Such application will be processed by the Governor's Office in the same manner as any other new application.**
- **The State, a State agency or Home Rule unit may reallocate all or a portion of its ORIGINAL allocation to a Home Rule Unit, the State, a State agency or a Non Home Rule Unit of local government. Home Rule units may reallocate by official action of their governing body only as to volume cap reserved prior to May 1, 2019. Home Rule units MAY NOT reallocate any allocation granted by the Governor's Office after June 1. Please see "REALLOCATION PROVISIONS" for further details.**

Home Rule Reporting

Confirmation of Issuance
Pursuant to Section 7 of the Illinois Allocation Act, any Home Rule unit utilizing Volume Cap (regardless of its source) is required to report, within 10 calendar days of issuance, the following:

(a) Name of the Issuer;
(b) Principal amount of the issue;
(c) Purpose for which the private activity bonds were issued;
(d) The amount, if any, used to refund any prior issue of private activity bond; and
(e) IRS 8038

A form of the "Confirmation of Bond Issuance" letter is provided in Appendix A.

If the amount of bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the amount of unused allocation shall be added to the remaining pool allocation available. This "lapsed" volume cap will be offered first to all issuers who have requested volume cap whose requests were not completely fulfilled, in the order that such requests were initially filed. If more than one request was initially filed at the same time, the order of filing will be randomly assigned for purposes of offering lapsed cap. Volume cap is not considered lapsed unless the issuer or issuer's representative states in writing that all or a portion of the cap will not be used.

Mid-Year Reporting
No later than May 10, 2019, each Home Rule unit with less than 2,000,000 inhabitants must report to the Governor's Office in writing on volume cap (i) granted, (ii) transferred, or (iii) reserved by official action of the unit's governing body prior to May 1, 2019. The form described in Appendix A is provided for this purpose – "Report of Allocation Granted by Home Rule".

Once Volume Cap is properly reserved by a Home Rule unit prior to May 1, 2019, the Governor's Office will not object to the subsequent transfer or reallocation of such cap, or filing of a carry-forward of such volume cap, and no notice to the Governor's Office of any such subsequent action is required. {Please note, however, that Home Rule units must provide notice to the Governor's office, as provided in Section 6 of the Illinois Allocation Act, within fourteen days of said reallocation.}

Please Note - Copies of "Official Action", as defined in the Illinois Allocation Act, <u>must</u> accompany this reporting submission. Submission will not be deemed complete unless a copy of Official Action is included with the submissions.

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NON-HOME RULE UNITS

Allocation Requests

January 1 Benchmark
The 2019 allocation of Volume Cap available on or after January 1, 2019 to be issued by Non-Home Rule units of local government is expected to be $240,894,465.00. Non-Home Rule units are defined as municipalities or counties, other than Home-Rule units. All other forms of government, such as local water districts or airport authorities, must apply for Volume Cap as a State Agency.

The Governor's Office will accept Non-Home Rule units' requests for Volume Cap from the Local Government Pool beginning on the first State business day on or after January 1, 2019 (January 2, 2019). Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., January 2, 2019. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission received, and processed on a first-come, first-granted basis.**

If a determination is made that there is a sufficient amount of allocation remaining in the total available allocation, an allocation approval letter will be sent to the applicant. The approval letter will be mailed by first class U.S. Mail to the signatory of the application letter. Express mail may be used upon request and at the issuer's expense.

July 15 Benchmark
Of the total amount allocated to Non-Home Rule units, the amount of remaining allocation as of July 14, 2019 (the "Non-Home Rule Pool") shall be reserved to the Governor's Office on July 15, 2019 to be allocated to the State, State agencies or Non-Home Rule units as described in the Illinois Allocation Act. Requests submitted prior to July 15 that are not completely fulfilled must be re-filed on or after July 15 if volume cap is still requested**.**

The Governor's Office will accept Non-Home Rule units' requests for Volume Cap from the Non-Home Rule Pool beginning on the first State business day on or after July 15, 2019. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., July 15, 2019. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first-come, first-granted basis.**

Please Note –

- **A completed "Allocation Request Letter" (Appendix A) and a copy of an "Official Action", as defined in the Illinois Allocation Act, <u>must</u> accompany <u>all</u> request submissions (January 1 or July 15). A submission <u>will not</u> be deemed complete unless a copy of Official Action is included in the transmittal.**
- **No Non-Home Rule unit may be granted more than 10% of the amount of total allocation initially available to units of local government for a single project. Non-Home Rule units may submit separate requests for multiple projects. Requests must be for specific projects, not general use. Non-Home Rule units do not have power under statute to transfer or reallocate cap to other Non-Home Rule or Home-Rule units. Requests may be made only for cap that will be used within the Non-Home Rule unit's jurisdiction, as evidenced by such**

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documentation or evidence as the Governor's Office shall request. Letters of intent from lenders shall be deemed prima facie evidence. Units planning to pool their allocations must certify their intent to comply with this section in their request letter.

- **The allocation approval letter is valid for a period of 60 calendar days from the date of the letter. This period is set by the Illinois Allocation Act and cannot be extended.**
- **Pursuant to Section 6 of Illinois Allocation Act, a Non-Home Rule unit IS NOT AUTHORIZED TO REALLOCATE all or any unused portion of its allocation. Direct and indirect reallocations by Non-Home Rule Units are strictly prohibited. This prohibition is discussed more fully in the "Reallocation Provisions" of these Guidelines.**
- **The** proceeds from bonds utilizing Volume Cap allocated to a Non-Home Rule unit pursuant to these Guidelines must be used within the jurisdiction of the Non-Home Rule unit.

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Non-Home Rule Reporting

Confirmation of Issuance
Pursuant to Section 7 of the Illinois Allocation Act, Non-Home Rule units are required to report, within 10 calendar days of issuance, the following:

(a) Name of the Issuer;
(b) Principal amount of the issue;
(c) Purpose for which the private activity bonds were issued;
(d) The amount, if any, used to refund any prior issue of private activity bond; and
(e) IRS 8038

A form of the "Confirmation of Bond Issuance" letter is provided in Appendix A.

If the amount of bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the amount of unused allocation shall be added to the remaining pool allocation available. This "lapsed" volume cap will be offered first to all issuers who have requested volume cap whose requests were not completely fulfilled, in the order that such requests were initially filed. If more than one request was initially filed at the same time, the order of filing will be randomly assigned for purposes of offering lapsed cap. Volume cap is not considered lapsed unless the issuer or issuer's representative states in writing that all or a portion of the cap will not be used.

Annual Reporting of Housing Projects
The Illinois Allocation Act requires Non-Home Rule units to provide an annual report of all private activity bonds issued for any housing purposes which utilizes volume cap allocated by the State. Details on the reporting requirement can be located in the Section 7.5 of the Illinois Allocation Act. A form to aid reporting has been provided in Appendix B to these Guidelines. Calendar Year 2019 submissions are to be sent via the instructions set forth on page 3 of these Guidelines by February 1, 2019. An additional copy of this report only must also be submitted to the Illinois Housing Development Authority ("IHDA") at the following address:

Illinois Housing Development Authority
Attention: General Counsel
401 North Michigan Avenue
Chicago, IL 60611

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STATE AGENCIES

Allocation Requests

For calendar year 2019 there is expected to be $240,894,465.00 for use by State Agencies, (the "State Agency Pool"), defined as any State agency, commission, board, authority, or body politic and corporate of the State authorized by law to issue Private Activity Bonds, other than a Non-Home Rule or Home-Rule unit.

The Governor's Office may allocate among all State agencies from the State Allocation Pool available after January 2, 2019. In addition, State agencies may apply beginning on or after the first State business day after June 1, 2019 for the allocation retained by the Governor's Office from the Home-Rule Pool and beginning on or on July 15, 2019 for the allocation retained, if any, from the Non-Home Rule Pool. Requests submitted prior to June 1 which are not completely fulfilled and requests submitted prior to July 15 which are not completely fulfilled must be re-filed after July 15 if cap from the Non-Home Rule pool is requested. Please see "HOME RULE" and "NON-HOME RULE" sections for submission procedures.

Please Note-

- **Requests will be processed only for allocation to be used directly by the requesting State agency. Requests may be requested and granted on a lump-sum by private activity bond category or individual project basis as the Governor's Office may determine. Joint requests from more than one State agency or units of government or requests from one State agency for an allocation that will be used by other units of government will not be considered. Once an allocation is given to a specific State agency, the Governor's Office will not object if units pool their allocations and join together in a bond issue as advised by legal counsel.**
- **State agencies may submit requests for allocations of any amount. The 10% limit does not apply to State Agencies**
- **The Governor's Office may consult with State agencies prior to submission of their allocation requests and determine the amount of allocation that shall be requested and approved. The allocation shall be valid through the end of the calendar year.**
- **State agencies may reallocate their unused allocation in the manner described in "REALLOCATION PROVISIONS" with the approval of the Governor's Office. A State agency that issues bonds after receiving a reallocation from a Home-Rule unit or another State agency shall submit the information described in the "Reporting" section below.**
- **State agencies also may file a carry-forward of an allocation remaining at the end of one calendar year to the next under certain circumstances, with the approval of the Governor's Office. Issuers should consult their legal counsel with respect to the applicability of this provision to their circumstances**

State Agency Reporting

Confirmation of Issuance
Pursuant to Section 7 of the Illinois Allocation Act. State Agencies are required to report, within 10 calendar days of issuance, the following:

(a) Name of the Issuer;
(b) Principal amount of the issue;
(c) Purpose for which the private activity bonds were issued;
(d) The amount, if any, used to refund any prior issue of private activity bond; and
(e) IRS 8038

A form of the "Confirmation of Bond Issuance" letter is provided in Appendix A.

If the amount of the bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the unused allocation amount shall be retained by the State Agency unless otherwise directed by the Governor's Office.

Annual Reporting of Housing Projects
Pursuant to the Illinois Allocation Act, State Agencies are required to provide an annual report of all private activity bonds issued for any housing purposes which utilizes volume cap allocated by the State. Details on the reporting requirement can be located in Section 7.5 of the Illinois allocation Act and a form has been provided in Appendix B for submission. Calendar Year 2019 Submissions are to be sent via the instruction set forth on page 3 of these guidelines by February 1, 2019. An additional copy of this report only must also be submitted to the Illinois Housing Development Authority ("IHDA") at the following address:

Illinois Housing Development Authority
Attention: General Counsel
401 North Michigan Avenue
Chicago, IL 60611

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REALLOCATION PROVISIONS

Reallocations by the State, a State Agency or a Home Rule Unit

The State, any State Agency or Home Rule unit may voluntarily reallocate to any Non-Home Rule unit of local government, Home-Rule unit, the State or any State agency all or any portion of its unused allocation. {The State Agency or Home Rule unit reallocating all or a portion of its unused allocation must provide notice to the Governor's office within fourteen days of said reallocation.}

Consistent with the Illinois Allocation Act and these guidelines, entities that issue private activity bonds on the basis of reallocations must submit to the Governor's Office written evidence of such reallocation and a confirmation of bond issuance letter within ten calendar days from the date the bonds are issued.

Reallocations by a Non-Home Rule Unit Are Prohibited

Non-Home Rule units may not reallocate to any issuer. This prohibition applies to direct reallocations and to reallocations attempted via an intergovernmental or other agreement. Allocations made to Non-Home Rule units pursuant to the Illinois Allocation Act and these Guidelines may not be used in an issuance by another governmental entity on behalf of the Non-Home Rule unit or as a surrogate for the Non-Home Rule unit via an intergovernmental or other agreement.

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APPENDIX A

STANDARD FORM OF LETTERS

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(Letterhead of Signatory)

ALLOCATION REQUEST LETTER
FROM ALL ISSUERS

(Date)

Office of the Governor
Governor's Office of Management and Budget
100 W. Randolph Street – Suite 15-100
Chicago, IL. 60601

Attn: Sophia Ronis

ATTENTION: Debt Management Unit

RE: Issuer: _____
Type: (Home-Rule, Non-Home Rule or State agency)
Maximum Principal Amount: _____
Bond Description: (project, beneficiary, location, type/category of bonds)

Dear Governor Bruce Rauner:

In accordance with the Tax Reform Act of 1986 as passed by 99th Congress 2nd Session (1986), as amended, and *30 ILCS 345*, the (name of issuer) respectfully requests an allocation for the above-captioned private activity bonds. In preparation for this bond issue to date, all applicable Federal and State requirements have been complied with. A copy of the inducement resolution or similar official action for this issue has been attached herewith.

[(The following is required only of Non-Home Rule units which expect to join other units in a single bond issue as described in the guidelines): I hereby certify that (name of issuer) intends to comply with requirements set forth in the Governor's Office guidelines and will not transfer or reallocate any cap received from the Governor's Office to other Non-Home Rule or Home-Rule units and will use the cap only within our jurisdiction.]

I hereby certify under penalty of perjury, that to the best of my knowledge, the issuance of the Private Activity Bond was or will not be made in consideration of any bribe, gift, gratuity or direct or indirect contribution to any political campaign.

Please forward the allocation approval letter to the undersigned [or to: _____]. Bond counsel for these bonds [is expected to be _____, who may be reached at [phone number]] [has not yet been selected].

Sincerely,

(Name of issuer)

_____
(Signature of authorized public official)
(Title)
(Phone number)

[Note: The Bond description cannot be materially changed after submission.]

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(Governor's Letterhead)

BOND ALLOCATION APPROVAL LETTER

(Date)

Allocation Number (our assigned number)

(Name of issuer)

Attention: (Name of Official)

Re: Issuer: _____
Type: (Home-Rule, Non-Home Rule or State agency)
Maximum Principal Amount: _____
Bond Description: (project, beneficiary, location, type/category of bonds)

Ladies and Gentlemen:

In accordance with the Tax Reform Act of 1986, as amended, and *30 ILCS 345*, the above-captioned Issuer has requested an allocation for Private Activity Bonds with respect to the above-captioned bonds. In support of this request, I have been presented with the resolution duly adopted by the Issuer or similar official action with respect to the above-captioned bonds.

I hereby allocate $_____ of the State's 2019 maximum limit on private activity bonds to the above-captioned Issuer.

Pursuant to Section 6 of the Illinois Private Activity Bond Allocation Act, this allocation is only valid if:

(1) the proceeds from the bonds (the "Bonds") utilizing the bond volume cap are to originate single family mortgages to finance the purchase of homes located within the jurisdiction of the unit local government applying for the bond volume cap, or the costs associated therewith, or, if not so used, applied to redeem the Bonds; and

(2) the unit of local government is the Issuer of the Bonds.

"Issuer" as used herein is the entity named on the Bonds and obligated for the repayment of the Bonds and does not include an entity for whom bonds have been issued by another party via an intergovernmental or other agreement.

This allocation is valid through and including _____. If the above-captioned bonds have not been issued by said date this allocation automatically expires and is available for reallocation.

Sincerely,
BRUCE RAUNER

Governor

(Letterhead of Signatory)

CONFIRMATION OF BOND ISSUANCE
TO BE PROVIDED BY ISSUER

(Date) [Within 10 calendar days of issuance]

Allocation Number: (assigned by us in the allocation approval letter)

Office of the Governor
Governor's Office of Management and Budget
100 W. Randolph Street – Suite 15-100
Chicago, IL. 60601
Attn: Sophia Ronis

ATTENTION: Debt Management Unit

Re: Issuer: _____
Type: (Non Home-Rule, Home-Rule or State agency)
Date of Issuance: _____
Principal Amount Issued: _____
Bond Description: (project, beneficiary, location, type/category of bonds)

Dear _____:

In accordance with the Tax Reform Act of 1986, as amended, and *30 ILCS 345*, the above-captioned Issuer is giving notice that the above-captioned private activity bonds have been issued. With regard to the issuance of these bonds, all applicable federal and state requirements have been complied with. The total allocation provided for this bond issue in the Allocation Approval Letter dated _____ was $_____. The total principal amount actually issued was $_____ and, therefore, the amount of $_____ is unused allocation that may be added to the total available allocation.

Sincerely,

(Name of issuer)

_____
(Signature of authorized public official)
(Title)

Attachments

[Note: If the bonds were issued on the basis of a voluntary reallocation of unused allocation or as a result of a carry-forward of allocation from a prior year, this fact should be so stated in this confirmation letter and a copy of the written evidence of such reallocation or carry-forward should be attached.]

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(Letterhead of Signatory)

REPORT OF ALLOCATION GRANTED
BY HOME-RULE UNITS

(Date) [Due Thursday, May 10, 2019]

Office of the Governor
Governor's Office of Management and Budget
100 W. Randolph Street – Suite 15-100
Chicago, IL. 60601
Attn: Sophia Ronis

ATTENTION: Debt Management Unit

Re: Issuer: (Home-Rule unit)
Total 2019 Volume Cap Allocation: [see list attached to guidelines for population, multiplied by $105.00]

Volume Cap allocations granted, transferred, or reserved by Issuer resolution prior to May 1, 2019:

1. Principal Amount of Issue: _____
Bond Description: (Type of bond)
(Repeat as necessary identify all specific allocations)
If reallocated to another issuer, state name of issuer:_____

Copies of allocation resolutions or ordinances are attached. [Note: Memorandums of agreements with businesses need not be attached.]

Total Allocation Granted or Reallocated $_____

Sincerely,

(Name of issuer)

_____
(Signature of authorized public official)
(Title)
(Phone number)

APPENDIX B

ANNUAL HOUSING REPORT

SAMPLE FORM

Bond Issuer Annual Reporting Form

Statutory Requirement (30 ILCS 345/7.5)	Explanation/Detail	Insert Required Information
Information Required for All Bond Issues		
Bond Issuer	Entity Issuing Bonds:	
Person Completing Report (Drafter)	Name:	
Drafter Contact Information	Company:	
	Address:	
	Address:	
	City, State, Zip:	
	Phone:	
	E-mail Address:	
Reporting Period	Calendar Year:	
Date of Report	Date (no less than 45 days prior to end of Reporting Period):	
Bond Proceeds Used for Projects and Loans	Percentage of Total Issuance:	
Total Cost of Issuance	Amount:	
Bond Proceeds Used to Refund Prior Bonds	Amount:	
Unused Proceeds at Time of Report	Amount:	
Plan for Use of Any Unused Proceeds	*Attach Narrative and Supporting Documentation Showing Commitments to Utilize Proceeds, including timetable for use.*	
For Multifamily Rental Units Only		
Total Number of Developments	Total:	
Total Number of Units	Total:	
Income Levels for All Units (using Area Median Income, or "AMI")	No. Units at 30% AMI or less:	
NOTE: The table of current AMI figures to be used in compiling this information may be found at http://www.ihda.org/Downloads.aspx (search "Income Limits") or by calling the Illinois Housing Development Authority at 312-836-5200.	No. Units at 40% AMI:	
	No. Units at 50% AMI:	
	No. Units at 60% AMI:	
	No. Units at 80% AMI:	
	No. of Other Restricted Units (% AMI):	
	No. of Other Restricted Units (% AMI):	
	No. of Other Restricted Units (% AMI):	
	Unrestricted (Market Rate):	
Annual Comprehensive Housing Plan Priorities (see below for priority key)	*Attach detail showing the number units serving the priority populations described below, along with documentation showing efforts to serve Priority Populations, when available.*	
For Single Family Units Only		
Loans and Households Achieving Homeownership with Bond Proceeds	Number of Mortgage Loans:	
	Number of Households:	
Loan Amounts, Actual and Effective Interest Rates	*Attach List of Individual Loan Amounts, detailing the actual and effective interest rate for each loan.*	
Annual Comprehensive Housing Plan Priorities (see below for priority key)	*Attach detail showing the number units serving the priority populations described below, along with documentation showing efforts to serve Priority Populations, when available.*	
First-time Homebuyers	Number:	
Homeownership Counseling	No. of assisted homeowners who received any homeownership counseling:	
Key to Priorities		
Disabled - No. Units Serving People with Disabilities (as defined in the Illinois Comprehensive Housing Plan, found at www.ihda.org; choose "Housing Policy and Planning" in the left margin)		
Extremely Low Income - No. Units Serving Very Low-Income (less than 30% AMI) Households and Families		
Homeless - No. Units Serving Homeless People and Families and Those At-Risk of Homelessness		
Live Near Work - No. Units Serving Low and Moderate-Income Families and People Unable to Find Affordable Housing Near Employment or Transportation		
Preservation - No. of Units for Low-Income Families and People Living in Existing Affordable Housing that is in Danger of Becoming Unaffordable		
Very Low Income - No. Units Serving Very Low-Income (31 to 50% AMI) Households and Families		

QUESTIONS?????

Any questions on how to complete this form should be directed to Charlotte Flickinger at the Illinois Housing Development Authority at 312-836-5200 or TTD 312-836-5222.

APPENDIX C

POPULATION ESTIMATES

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Home Rule Unit[1]	Population[2]
Addison Village	36,820
Alsip Village	19,079
Alton City	26,725
Arlington Heights Village	75,634
Aurora City	200,965
Bannockburn Village	1,579
Barrington Hills Village	4,219
Bartlett Village	41,149
Bartonville Village	6,250
Batavia City	26,563
Bedford Park Village	590
Belleville City	41,649
Bellwood Village	19,019
Belvidere City	25,181
Benton City	6,964
Berkeley Village	5,130
Berwyn City	55,550
Bloomingdale Village	22,016
Bloomington City	77,934
Bolingbrook Village	75,201
Bridgeview Village	16,335
Bryant Village	215
Buffalo Grove Village	41,226
Burbank City	28,793
Burnham Village	4,159
Cahokia Village	14,151
Calumet City City	36,633
Calumet Park Village	7,757
Carbon Cliff Village	2,013
Carbondale City	25,899
Carlock Village	563
Carol Stream Village	39,989
Carpentersville Village	38,162
Carterville City	5,827
Champaign City	87,432
Channahon Village	12,805
Chicago City	2,716,450
Chicago Heights City	29,901
Chicago Ridge Village	14,186
Christopher City	2,730
Cicero town	82,552
Collinsville City	24,703
Cook County, Unincorporated	103,694
Country Club Hills City	16,564
Countryside City	5,964
Crainville Village	1,411
Crystal Lake City	40,421
Danville City	31,424
Darien City	22,061
Decatur City	72,174
Deerfield Village	18,946
DeKalb City	43,193
De Pue Village	1,719
Des Plaines City	58,193
Dolton Village	22,793
Downers Grove Village	49,540
Du Quoin City	5,810

Home Rule Unit[1]	Population[2]
East Dundee Village	3,192
East Hazel Crest Village	1,527
East St. Louis City	26,662
Edwardsville City	24,967
Elgin City	112,456
Elk Grove Village Village	32,776
Elmhurst City	46,662
Elmwood Park Village	24,537
Elwood Village	2,265
Evanston City	74,756
Evergreen Park Village	19,542
Fairview Heights City	16,588
Flora City	4,882
Forest View Village	687
Freeport City	24,091
Galesburg City	30,769
Gilman City	1,702
Glen Ellyn Village	34,058
Glendale Heights Village	28,045
Glenview Village	47,659
Glenwood Village	8,880
Golf Village	498
Granite City City	28,746
Gurnee Village	30,767
Hanover Park Village	37,982
Harvey City	24,908
Harwood Heights Village	8,505
Hazel Crest Village	13,837
Herrin City	12,880
Highland Park City	29,767
Highwood City	5,325
Hillside Village	8,043
Hodgkins Village	1,897
Hoffman Estates Village	51,567
Homer Glen Village	24,591
Hopkins Park Village	604
Huntley	27,207
Inverness Village	7,508
Jacksonville City	18,454
Johnston City City	3,454
Joliet City	148,462
Kankakee City	26,216
Lake Barrington Village	4,905
Lake Bluff Village	5,662
Lake Forest City	19,612
Lake in the Hills Village	28,936
Lansing Village	27,962
LaSalle City	9,120
Lincolnshire Village	7,336
Lincolnwood Village	12,483
Lockport City	25,434
Manhattan Village	7,776
Marion City	17,762
Mascoutah City	8,010
Maywood Village	23,640
McCook Village	224
McHenry City	26,911

1. Home Rule Communities: Secretary of State – Index Department
2. Population Data Source: Population Division of the U.S. Census Bureau - "Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2000 to July 1, 2018 (NST-EST2018-01) on December 24, 2018

Home Rule Unit[1]	Population[2]		Home Rule Unit[1]	Population[2]
Melrose Park Village	25,197		Riverwoods Village	3,626
Mettawa Village	551		Robbins Village	5,486
Midlothian Village	14,634		Rockdale Village	1,945
Moline City	42,231		Rock Island City	38,110
Monee Village	5,119		Rolling Meadows City	23,988
Monmouth City	9,091		Romeoville Village	39,632
Morton Grove Village	23,142		Rosemont Village	4,151
Mound City City	524		Round Lake Beach Village	27,607
Mount Prospect Village	53,930		St. Charles City	32,714
Mount Vernon City	14,956		Sauget Village	149
Muddy Village	65		Schaumburg Village	74,184
Mundelein Village	31,385		Schiller Park Village	11,640
Murphysboro City	7,568		Sesser City	1,890
Naperville City	147,682		Sherman Village	4,701
Naples town	121		Shorewood Village	17,249
Nauvoo City	1,077		Skokie Village	63,978
New Lenox Village	26,575		South Barrington Village	4,981
Niles Village	29,482		South Holland Village	21,732
Normal town	54,284		Springfield City	114,868
Norridge Village	14,437		Standard Village	203
Northbrook Village	33,400		Stickney Village	6,694
North Chicago City	29,842		Stone Park Village	4,892
Northfield Village	5,470		Streamwood Village	39,978
Northlake City	12,364		Sycamore City	18,022
North Utica Village	1,344		Summit City	11,278
Oakbrook Terrace City	2,161		Thornton Village	2,448
Oak Forest City	27,685		Tilton Village	2,584
Oak Lawn Village	56,087		Tinley Park Village	56,668
Oak Park Village	52,261		Tuscola City	4,409
O'Fallon City	29,272		University Park Village	7,006
Old Mill Creek Village	181		Urbana City	41,989
Onarga Village	1,287		Valier Village	649
Orland Park Village	58,765		Valmeyer Village	1,256
Oswego Village	34,833		Vernon Hills Village	26,253
Palatine Village	68,644		Volo Village	5,462
Park City City	7,513		Warrenville City	13,269
Park Forest Village	21,682		Washington City	16,811
Park Ridge City	37,494		Watseka City	4,919
Pekin City	32,731		Waukegan City	87,729
Peoria City	112,883		West Chicago City	27,182
Peoria Heights Village	5,858		West City Village	650
Peru City	9,834		West Dundee Village	7,352
Phoenix Village	1,948		West Frankfort City	7,953
Plainfield Village	43,926		Wheaton City	53,373
Posen Village	5,914		Wheeling Village	38,562
Prairie Grove Village	1,870		Williamsville Village	1,494
Quincy City	40,303		Wilmette Village	27,418
Rantoul Village	12,769		Winnetka Village	12,480
Riverdale Village	13,352		Woodridge Village	33,598
River Grove Village	10,093		Woodstock City	25,286

1. Home Rule Communities: Secretary of State – Index Department
2. Population Data Source: Population Division of the U.S. Census Bureau - "Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2000 to July 1, 2018 (NST-EST2018-01) on December 24, 2018

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Village of Lincolnshire

Agenda Item
3.14 COW

REQUEST FOR BOARD ACTION
Committee of the Whole
March 11, 2019

Subject:	2019 Official Zoning Map
Action Requested:	Consideration of a Resolution Authorizing Publication of the 2019 Official Zoning Map and Direct Placement on the March 18, 2019 Consent Agenda for Approval
Originated By/Contact:	Tonya Zozulya, Planning & Development Manager Department of Community & Economic Development
Referred To:	Village Board

Background/Summary:
Section 6-4-2 of the Lincolnshire Zoning Code requires publication of the Official Zoning Map by March 31st of each year, showing the location and boundaries of the zoning districts for the preceding calendar year, except if there are no changes in the location and boundaries of Zoning Districts.

The following revisions were incorporated into the attached 2019 Zoning Map:

- The 10-acre property at 325 Marriott Drive was rezoned from the O/Ia Office-Industrial to O/Ic Office-Industrial by Ordinance #18-3775-203 to allow for the development of the Heathrow Scientific and Daigger Scientific headquarters.

- The 41-acre property at 90, 98 and 100 Half Day Road was rezoned from the OC Office Campus to B2 General Business by Ordinance #18-3780-208 to allow for a mixed-use development comprised of the following uses: large, full-service, recreation, health, and fitness facility; hospitality; restaurant; and entertainment.

No boundary changes were made to the map. Attached is a draft resolution for the publication of the Official 2019 Zoning Map.

Recommendation:
Consideration of the resolution publishing the 2019 Official Zoning Map and direct placement on the March 18, 2019 consent agenda for approval.

Reports and Documents Attached:
- Document 1: 2019 draft Zoning Map.
- Document 2: Draft resolution approving publication of the 2019 Zoning Map, prepared by staff.

Meeting History	
Committee of the Whole:	March 11, 2019

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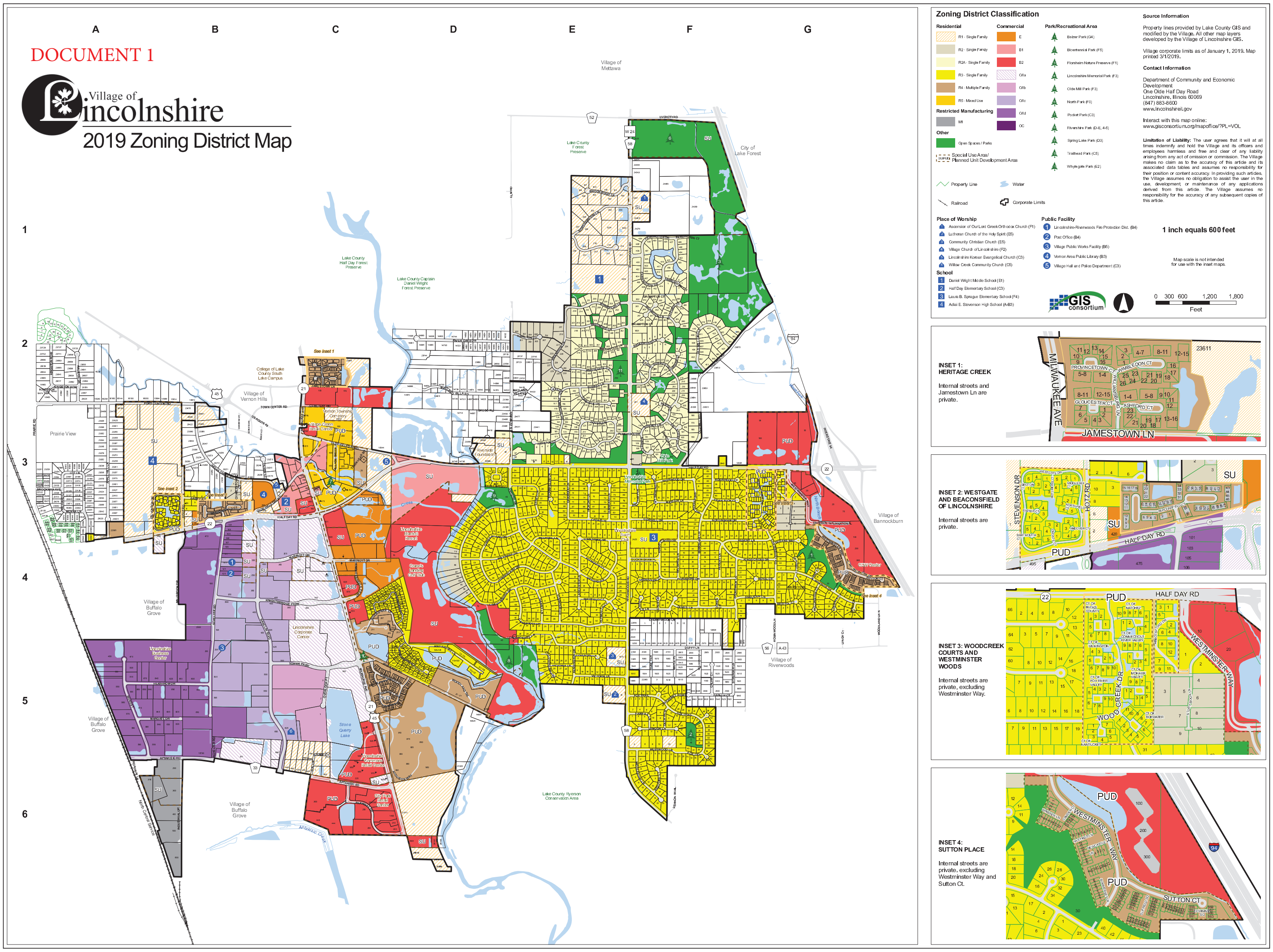

DOCUMENT 2

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VILLAGE OF LINCOLNSHIRE

A RESOLUTION APPROVING PUBLICATION OF THE
2019 OFFICIAL ZONING MAP FOR THE VILLAGE OF LINCOLNSHIRE

Passed by the Board of Trustees, _____, 2019

VILLAGE OF LINCOLNSHIRE
LAKE COUNTY, ILLINOIS

RESOLUTION NO. __

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, THAT:

A RESOLUTION APPROVING PUBLICATION OF THE 2019 OFFICIAL ZONING MAP FOR THE VILLAGE OF LINCOLNSHIRE

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Under Section 6-4-2 of the Lincolnshire Village Code, the Village of Lincolnshire ("***Village***") shall cause the publication of a map commonly known as the Official Zoning Map clearly showing the location and boundaries of the zoning districts for the preceding calendar year.

The Village now desires to adopt its 2019 Official Zoning Map.

Section 2. APPROVAL; AUTHORIZATION; FEE FOR OFFICIAL ZONING MAP.

A. The 2019 Official Zoning Map for the Village, prepared by the Village of Lincolnshire GIS/Municipal GIS Partners (MGP), Inc., consisting of one sheet, with a printed date of 2019 ("***Official Zoning Map***") shall be, and is hereby, approved in accordance with Section 6-4-2 of the Village Code.

B. The Village Clerk is hereby authorized and directed to execute and seal, on behalf of the Village, the Official Zoning Map.

C. The Village Clerk is hereby authorized and directed to post the executed and sealed Official Zoning Map in a publicly convenient location, or locations, in Village Hall, publish the Official Zoning Map in other media as the Corporate Authorities deem appropriate, and have copies of the Official Zoning Map available for distribution to the public.

D. The fee for copies of the Official Zoning Map shall be as set forth in the Comprehensive Fee Schedule, Chapter 1-15 of the Village Code.

SO RESOLVED this ___ day of_____, 2019, at Lincolnshire, Lake County, Illinois.

AYES:

NAYS:

ABSENT:

APPROVED:

_____

Elizabeth J. Brandt, Mayor

ATTEST:

_____

Barbara Mastandrea, Village Clerk

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Village of Lincolnshire

Agenda Item
3.21 COW

REQUEST FOR BOARD ACTION
Committee of the Whole
March 11, 2019

Subject:	Authorization of Surplus Property Disposal
Action Requested:	Consideration and Direct Placement on the March 18, 2019 Consent Agenda for Approval
Originated By/Contact:	Ben Gilbertson, Assistant Village Manager/CED Director
Referred To:	Village Board

Summary / Background:
Several departments are in possession of surplus or non-operational equipment requiring sale or disposal. This includes vehicles and surplus police, office, and park equipment. Equipment will be traded-in, auctioned, or recycled. An ordinance is required by Chapter 65, Section 5/11-76-4 of the Illinois Compiled Statues authorizing the disposal of surplus equipment.

Budget Impact:
To be determined as a result of sale of surplus property.

Service Delivery Impact:
All equipment in question is broken beyond repair, has been replaced or become obsolete. Staff does not foresee any issues of service delivery impact.

Recommendation:
Consideration of the draft ordinance and direct placement on the March 18, 2019 Village Board consent agenda for approval.

Reports and Documents Attached:
- Document 1: Draft Ordinance
- Document 2: Exhibit A containing all equipment to be disposed

Meeting History	
Committee of the Whole Meeting	March 11, 2019

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ORDINANCE NO. 19-_____-_____

AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS PROPERTY

WHEREAS, the Mayor and Board of Trustees may designate property no longer needed by the Village of Lincolnshire ("Village") to provide services or that does not otherwise benefit the Village as surplus property; and

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the Mayor and Board of Trustees may authorize the sale and disposal of surplus property; and

WHEREAS, the Mayor and Board of Trustees have determined it is no longer necessary or useful, or in the best interests of the Village, to retain items listed on Exhibit A attached to this ordinance, currently owned by the Village ("Surplus Property"); and

WHEREAS, the Mayor and Village Board of Trustees have determined it is in the best interest of the Village to dispose of the Surplus Property.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNSHRIE, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: The foregoing recitals are incorporated in this Ordinance as the findings of the Mayor and Board of Trustees.

SECTION TWO: Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the Mayor and Board of Trustees find that the Surplus Property described in the attached Exhibit A, now owned by said jurisdiction, is no longer necessary or useful to the jurisdiction and the best interests of the jurisdiction would be best served by its disposal.

SECTION THREE: The Village Manager is hereby authorized and directed to dispose of the aforementioned Surplus Property. Surplus Property identified on Exhibit A as having a minimum bid shall be sold to the highest bidder following a public auction. Surplus Property identified on Exhibit A as having no value shall be disposed of in such a manner deemed appropriate.

SECTION FOUR: The Village Manager is hereby authorized to and may direct North West Municipal Conference ("NWMC") to advertise the sale of the aforementioned Surplus Property prior to said public auction.

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SECTION FIVE: The Village Manager is hereby authorized to direct NWMC to enter into an agreement for the sale of said Surplus Property whereby said property may be sold at a public auction.

SECTION SIX: Upon payment of the full auction price for the aforesaid items of Surplus Property, the Village Manager is authorized to direct NWMC to convey and transfer the title and ownership of said Surplus Property, to the successful bidder.

SECTION SEVEN: This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities, and approval in the manner provided by law.

PASSED this ____ day of _____, 2019, by the Corporate Authorities of the Village of Lincolnshire, on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED: this ____ day of _____, 2019

_____
Elizabeth J. Brandt, Mayor

ATTEST:

_____
Barbara Mastandrea, Village Clerk

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Document 2

EXHIBIT A Disposal Inventory Form

Your Name: Ben Gilbertson
Agency Name: Village of Lincolnshire
Agency Address: One Olde Half Day Road
Lincolnshire, IL 60069
Agency Phone: (847) 913-8600

Disposal Options
Auction
Trade-In
Recycle
Disposal

Village Staff Point of Contact	Make	Model	Type	Unit #	Date of Acquisition	Serial Number/VIN	Quantity	MLG/HRS	Disposal Process
Vehicles/Equipment									
Matt Liewehr	JCB	515-40	Hybrid Skid Steer	320	11/3/2012	JCB1540C01768910	1	568 hrs	Trade-In
Matt Liewehr	JCB	DB78	Bucket		11/3/2012	2023470	1		Trade-In
Matt Liewehr	JCB	SBM72	6' Snow Plow		11/3/2012	2027447	1		Trade-In
Matt Liewehr	JCB	SBM96	8' Snow Plow		11/3/2012	2027448	1		Trade-In
Matt Liewehr	Snow Wolf	JLM - 78	6' Snow Plow			5404	1		Trade-In
Matt Liewehr	Snow Wolf	Ultra - 108	8' Snow Plow			5406	1		Trade-In
Matt Liewehr	Sweepster	21272MH-0022	Sweeper		11/3/2012	717148	1		Trade-In
Computer Equipment									
Matt Liewehr / Emily Land	Xerox	WordCentre 3325	Printer / Copier			LA8665670	1		Trade-In
Matt Liewehr / Emily Land	Sharp	AR-M257	Printer / Copier			85039422	1		Trade-In
Matt Liewehr / Emily Land	HP	LaserJet	Printer / Copier			CNRXY11994	1		Trade-In
Allison McCorkle	HP Compaq	d220 MT	Computer	221		MXD4290421	1		Recycle
Allison McCorkle	Compaq	D5PM1	Computer	188		6X23-JYFZ-N1EF	1		Recycle
Allison McCorkle	Epson	Perfection V33	Scanner			MLZW055058	1		Recycle
Allison McCorkle	InterTel	8520	Digital Phone				7		Recycle
Allison McCorkle	APC	Back-UPS Pro BR1000G	UPS Backup Unit			3B1203X27944	1		Recycle
Allison McCorkle	APC	RBC7	APC UPS Battery				1		Recycle
Allison McCorkle	Garmin	Nuvi350	Vehicle GPS			107577563	1		Recycle
Allison McCorkle	Unknown	Miscellaneous	Misc. Cables						Recycle
Allison McCorkle	Unknown	Miscellaneous	Misc. Installation Media						Recycle
Allison McCorkle	Unknown	Miscellaneous	Misc. Backup Media						Recycle
Allison McCorkle	HP Compaq	nc6120	Laptop			cnu5300k9z	1		Recycle
Allison McCorkle	Unknown	Miscellaneous	Keyboards\Mice						Recycle
Allison McCorkle	Olympus	D-360L	1.3 Megapixel Camera			69531118			Recycle
Allison McCorkle	US Robotics	5686E	56k Faxmodem				2		Recycle
Allison McCorkle	Planar	PL1700	17" 3\4 monitors				16		Recycle
Allison McCorkle	SMC	EZ1016DT	10/100 Switch				1		Recycle
Allison McCorkle	Hard Drives	Miscellaneous	HDD Disk Drives						Recycle
Office Equipment									
Jason Zange	Unknown		4 Drwr File Cabinet				1		Auction
Jason Zange	Unknown		4 Drwr File Cabinet				1		Auction

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Document 2

Jason Zange	Unknown		2 Drwr File Cabinet				1		Auction
Police Equipment									
Jamie Watson	Streamlight	Mag Lite	Flashlight			D202431379	1		Auction
Jamie Watson	Streamlight	Mag Lite	Flashlight			1023712	1		Auction
Jamie Watson	Streamlight	Mag Lite	Flashlight			32632422	1		Auction
Jamie Watson	Streamlight	Mag Lite	Flashlight			1059106	1		Auction
Jamie Watson	Streamlight	Mag Lite	Flashlight			R32973228	1		Auction
Jamie Watson	Streamlight	Mag Lite	Flashlight			3207408	1		Auction
Jamie Watson	Streamlight	Mag Lite	Flashlight			32634464	1		Auction
Jamie Watson	Streamlight	Mag Lite	Flashlight			31674642	1		Auction
Jamie Watson	Streamlight	Mag Lite	Flashlight			R32830887	1		Auction
Jamie Watson	Streamlight	Mag Lite	Flashlight			3518693	1		Auction
Jamie Watson	Streamlight	Mag Lite	Flashlight			31008483	1		Auction
Jamie Watson	Streamlight	Mag Lite	Flashlight			32529700	1		Auction
Jamie Watson	Motorola	HT1250	Portable Radio			749TAUL102	1		Auction
Jamie Watson	Motorola	HT1250	Portable Radio			749HFN1545	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402TCJ1562Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AUA3277X	1		Auction
Jamie Watson	Motorola	HT1250	Portable Radio			749HFN1655	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AUS3805 Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AYC4988Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402TYE8165Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402TAS4229Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402TBQ3484Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402TAS4530Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402TAS4538Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AXC8577 Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AYEF109XW3	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402TCJ2151 J	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AYC4995Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AXC8655 Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402TAS4432Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402TCJ2130Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402TAS4531Z	1		Auction
Jamie Watson	Motorola	HT1250	Portable Radio			749HFAE217	1		Auction
Jamie Watson	Motorola	HT1250	Portable Radio			749TAUK938	1		Auction
Jamie Watson	Motorola	HT1250	Portable Radio			749HFN1547	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AXJA935A	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AXJA948 Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AXC8465Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402TCJ2121 Z	1		Auction

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Document 2

Jamie Watson	Motorola	HT1000	Portable Radio			402AUS3806 Z	1		Auction
Jamie Watson	Motorola	HT1250	Portable Radio			749HFAE257	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AUS3804Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402TYE7661	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AXA6229Z	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402AWLJ230 ZW3	1		Auction
Jamie Watson	Motorola	HT1000	Portable Radio			402ATN6559	1		Auction

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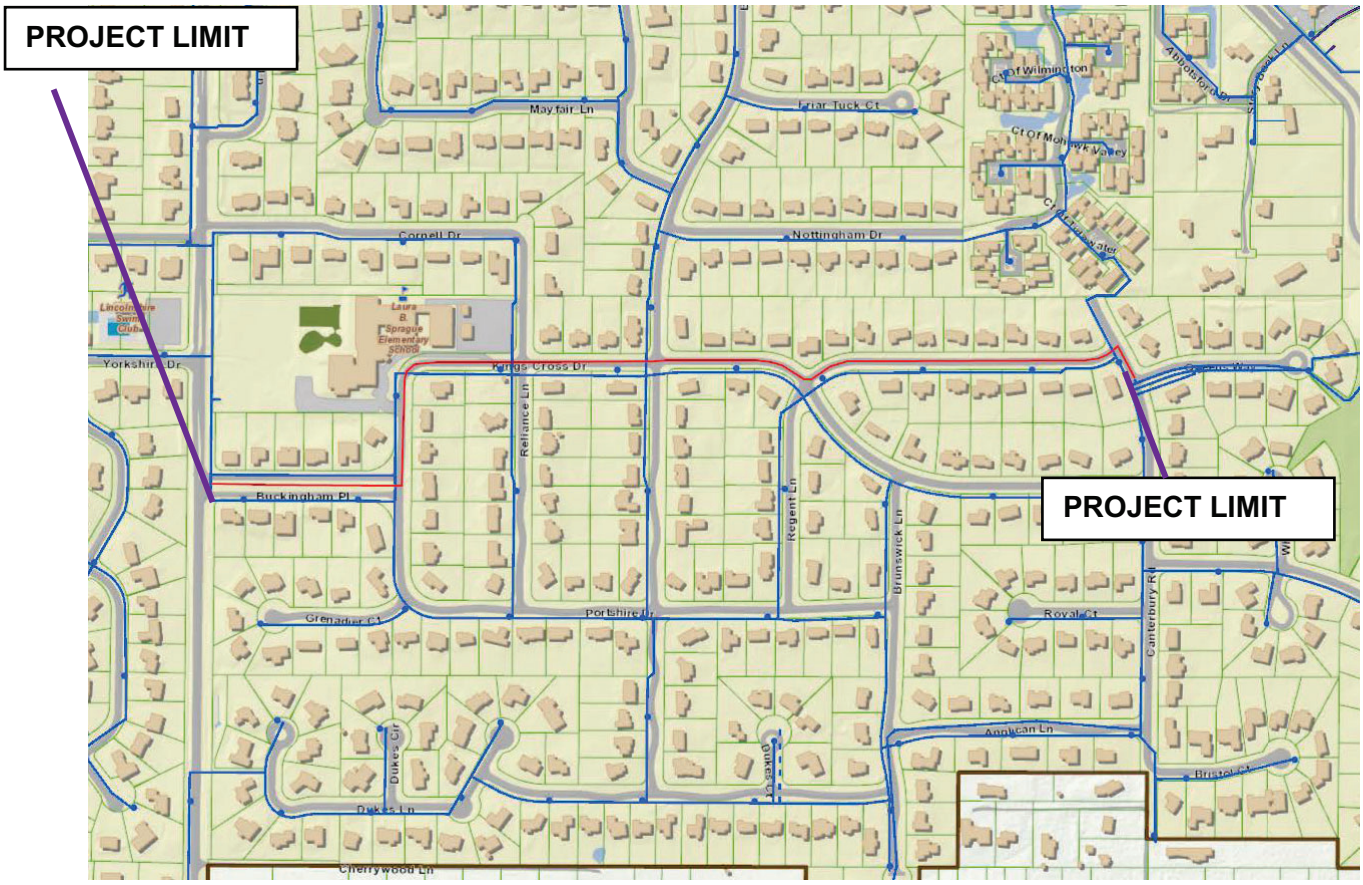
Village of Lincolnshire

Agenda Item
COW 3.31

REQUEST FOR BOARD ACTION
Committee of the Whole
March 11, 2019

Subject:	2019 Crosstown Watermain (Segment 1) Improvement Project
Action Requested:	Approval of Contract for the Construction of the Village's 2019 Crosstown Watermain (Segment 1) Improvement Project with Lenny Hoffman Excavating, Inc. of Wilmette, Illinois in an Amount not to Exceed $876,979.22 (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:
Staff opened bids on February 25, 2019. 14 bids were received, and the engineers estimate for the project was $1,140,676.22. Staff recommends approval of a contract with low bidder Lenny Hoffman Excavating, Inc. of Wilmette, Illinois in the amount of $876,979.22 to perform construction of Segment 1 of the crosstown watermain between Queens Way and Riverwoods Road at Buckingham Place. Work will take place after school is out in June and will be completed before school starts again in August. A public meeting will be held in late April/early May for impacted residents to get informed of the project.



Village of Lincolnshire

Agenda Item
COW 3.31

Budget Impact:
The Village's Fiscal Year 2019 Budget allocates a total of $1,300,000.00 for the Crosstown Watermain (Segment 1) Improvement Project from the Water & Sewer Improvement Fund.

Service Delivery Impact:
Staff and its consultant have checked the contractor's references on recently completed projects in Skokie, Highland Park, and Northfield that involved watermain work. All references were satisfied with the work performed and would work with Lenny Hoffman Excavating again in the future.

Recommendation:
Staff recommends approval and award to the lowest responsible bidder, Lenny Hoffman Excavating.

Reports and Documents Attached:
- **Bid Tab**

Meeting History	
Initial Referral to Village Board (COW):	March 11, 2019
Regular Village Board Meeting:	March 18, 2019

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Village of Lincolnshire
One Olde Half Day Road, Lincolnshire, IL 60069

NO.	ITEM	UNIT	QUANTITY	Engineers Estimate UNIT PRICE	Engineers Estimate TOTAL COST	Mauro Sewer Construction UNIT PRICE	Mauro Sewer Construction TOTAL COST	Dimeo Brothers Inc UNIT PRICE	Dimeo Brothers Inc TOTAL COST
1	TEMPORARY FENCE	FOOT	100	5	500	$ 7.00	$ 700.00	$ 3.00	$ 300.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	25	35	875	$ 70.00	$ 1,750.00	$ 25.00	$ 625.00
3	POROUS GRANULAR EMBANKMENT	CU YD	25	45	1125	$ 50.00	$ 1,250.00	$ 25.00	$ 625.00
4	TRENCH BACKFILL	CU YD	3458	40	138320	$ 32.00	$ 110,656.00	$ 25.00	$ 86,450.00
5	PARKWAY RESTORATION	SQ YD	1484	15	22260	$ 15.00	$ 22,260.00	$ 8.00	$ 11,872.00
6	INLET FILTERS	EACH	21	160	3360	$ 120.00	$ 2,520.00	$ 150.00	$ 3,150.00
7	PROTECTIVE COAT	SQ YD	44	5	222.2222222	$ 7.00	$ 311.11	$ 10.00	$ 444.44
8	CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	157	30	4710	$ 55.00	$ 8,635.00	$ 50.00	$ 7,850.00
9	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	3175	60	190500	$ 37.00	$ 117,475.00	$ 48.00	$ 152,400.00
10	STORM SEWER REMOVAL 6"	FOOT	20	12	240	$ 10.00	$ 200.00	$ 2.00	$ 40.00
11	STORM SEWER REMOVAL 8"	FOOT	143	15	2145	$ 12.00	$ 1,716.00	$ 3.00	$ 429.00
12	STORM SEWER REMOVAL 12"	FOOT	31	20	620	$ 15.00	$ 465.00	$ 4.00	$ 124.00
13	STORM SEWER REMOVAL 18"	FOOT	73	28	2044	$ 16.00	$ 1,168.00	$ 5.00	$ 365.00
14	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EACH	1	800	800	$ 650.00	$ 650.00	$ 100.00	$ 100.00
15	DUCTILE IRON WATER MAIN TEE, 12" X 6"	EACH	2	900	1800	$ 950.00	$ 1,900.00	$ 1,400.00	$ 2,800.00
16	DUCTILE IRON WATER MAIN TEE, 12" X 8"	EACH	1	1000	1000	$ 1,150.00	$ 1,150.00	$ 1,800.00	$ 1,800.00
17	DUCTILE IRON WATER MAIN TEE, 12" X 12"	EACH	1	1000	1000	$ 1,350.00	$ 1,350.00	$ 2,000.00	$ 2,000.00
18	DUCTILE IRON WATER MAIN 6", CLASS 52, BAGGED WITH TRACER WIRE	FOOT	52	75	3900	$ 65.00	$ 3,380.00	$ 120.00	$ 6,240.00
19	DUCTILE IRON WATER MAIN 8", CLASS 52, BAGGED WITH TRACER WIRE	FOOT	14	90	1260	$ 90.00	$ 1,260.00	$ 130.00	$ 1,820.00
20	DUCTILE IRON WATER MAIN 12", CLASS 52, BAGGED WITH TRACER WIRE	FOOT	3706	125	463250	$ 114.00	$ 422,484.00	$ 160.00	$ 592,960.00
21	WATER VALVES 8"	EACH	1	3750	3750	$ 2,150.00	$ 2,150.00	$ 2,750.00	$ 2,750.00
22	WATER VALVES 12"	EACH	4	3750	15000	$ 2,950.00	$ 11,800.00	$ 3,750.00	$ 15,000.00
23	DUCTILE IRON WATER MAIN FITTINGS 12" 11.25 DEGREE BEND	EACH	6	1000	6000	$ 650.00	$ 3,900.00	$ 85.00	$ 510.00
24	DUCTILE IRON WATER MAIN FITTINGS 12" 22.50 DEGREE BEND	EACH	7	1000	7000	$ 650.00	$ 4,550.00	$ 850.00	$ 5,950.00
25	DUCTILE IRON WATER MAIN FITTINGS 12" 45.00 DEGREE BEND	EACH	4	1000	4000	$ 650.00	$ 2,600.00	$ 950.00	$ 3,800.00
26	DUCTILE RON WATER MAIN FITTINGS 12" CAP	EACH	2	750	1500	$ 425.00	$ 850.00	$ 600.00	$ 1,200.00
27	FIRE HYDRANTS TO BE REMOVED	EACH	5	400	2000	$ 425.00	$ 2,125.00	$ 300.00	$ 1,500.00
28	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	3250	19500	$ 5,450.00	$ 32,700.00	$ 4,500.00	$ 27,000.00
29	VALVE VAULTS, TYPE A, 4'-DIAMTER, NEENAH R-1712 FRAME AND LID	EACH	1	4000	4000	$ 2,250.00	$ 2,250.00	$ 2,800.00	$ 2,800.00
30	VALVE VAULTS, TYPE A, 5'-DIAMTER, NEENAH R-1712 FRAME AND LID	EACH	4	5000	20000	$ 2,425.00	$ 9,700.00	$ 3,300.00	$ 13,200.00
31	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	4000	4000	$ 3,350.00	$ 3,350.00	$ 3,750.00	$ 3,750.00
32	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	4000	4000	$ 3,350.00	$ 3,350.00	$ 3,750.00	$ 3,750.00
33	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 6 FRAME AND GRATE	EACH	1	4000	4000	$ 3,550.00	$ 3,550.00	$ 4,000.00	$ 4,000.00
34	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 24 FRAME AND GRATE	EACH	2	4000	8000	$ 3,875.00	$ 7,750.00	$ 4,750.00	$ 9,500.00
35	INLETS, TYPE A, TYPE 6 FRAME AND GRATE	EACH	1	2000	2000	$ 1,375.00	$ 1,375.00	$ 1,500.00	$ 1,500.00
36	INLETS, TYPE A, TYPE 24 FRAME AND GRATE	EACH	2	2000	4000	$ 1,575.00	$ 3,150.00	$ 2,000.00	$ 4,000.00
37	REMOVING CATCH BASINS	EACH	2	750	1500	$ 450.00	$ 900.00	$ 250.00	$ 500.00
38	MOBILIZATION	LSUM	1	45000	45000	$ 17,500.00	$ 17,500.00	$ 20,000.00	$ 20,000.00
39	CHANGEABLE MESSAGE SIGN	CAL MO	6	1000	6000	$ 1,450.00	$ 8,700.00	$ 1,000.00	$ 6,000.00
40	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	1	500	500	$ 500.00	$ 500.00	$ 750.00	$ 750.00
			SUBTOTAL PAGE 1				$ -		$ -
41	PAINT PAVEMENT MARKING - LINE 24"	FOOT	20	$10.00	$200.00	$ 75.00	$ 1,500.00	$ 20.00	$ 400.00
42	SANITARY SEWER REMOVAL AND REPLACEMENT 8"	FOOT	20	$160.00	$3,200.00	$ 150.00	$ 3,000.00	$ 80.00	$ 1,600.00
43	STORM SEWER CONNECTION	EACH	34	$350.00	$11,900.00	$ 250.00	$ 8,500.00	$ 600.00	$ 20,400.00
44	WATER MAIN REMOVAL, 6"	FOOT	16	$30.00	$480.00	$ 25.00	$ 400.00	$ 3.00	$ 48.00
45	WATER MAIN REMOVAL, 8"	FOOT	4	$40.00	$160.00	$ 35.00	$ 140.00	$ 4.00	$ 16.00
46	CAP EXISTING 6" WATER MAIN	EACH	2	$550.00	$1,100.00	$ 975.00	$ 1,950.00	$ 600.00	$ 1,200.00
47	CONNECTION TO EXISTING WATER MAIN 8"	EACH	1	$1,000.00	$1,000.00	$ 3,450.00	$ 3,450.00	$ 2,000.00	$ 2,000.00
48	CONNECTION TO EXISTING WATER MAIN 12"	EACH	1	$1,000.00	$1,000.00	$ 5,975.00	$ 5,975.00	$ 3,000.00	$ 3,000.00
49	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	8	$650.00	$5,200.00	$ 650.00	$ 5,200.00	$ 450.00	$ 3,600.00
50	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	$55,000.00	$55,000.00	$ 17,500.00	$ 17,500.00	$ 75,000.00	$ 75,000.00
51	CONCRETE WASHOUT	LSUM	1	$3,500.00	$3,500.00	$ 750.00	$ 750.00	$ 300.00	$ 300.00
52	CONSTRUCTION LAYOUT	LSUM	1	$12,000.00	$12,000.00	$ 7,850.00	$ 7,850.00	$ 8,000.00	$ 8,000.00
53	STORM SEWER (WATER MAIN REQUIREMENTS) 6 INCH	FOOT	20	$60.00	$1,200.00	$ 39.00	$ 780.00	$ 60.00	$ 1,200.00
54	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	143	$65.00	$9,295.00	$ 49.00	$ 7,007.00	$ 70.00	$ 10,010.00
55	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	31	$75.00	$2,325.00	$ 75.00	$ 2,325.00	$ 90.00	$ 2,790.00
56	STORM SEWER (WATER MAIN REQUIREMENTS) 18 INCH	FOOT	73	$95.00	$6,935.00	$ 89.00	$ 6,497.00	$ 100.00	$ 7,300.00
~~57~~	~~SANITARY SEWER REMOVAL AND REPLACEMENT 8"~~	~~FOOT~~	~~0~~	$160.00	$0.00		$ -	$ 80.00	$ -
58	STORM SEWER SERVICE REPLACEMENT	FOOT	100	$75.00	$7,500.00	$ 50.00	$ 5,000.00	$ 45.00	$ 4,500.00
59	SANITARY SEWER SERVICE REPLACEMENT	FOOT	50	$75.00	$3,750.00	$ 100.00	$ 5,000.00	$ 60.00	$ 3,000.00
60	WATER SERVICE REPLACEMENT	FOOT	50	$75.00	$3,750.00	$ 100.00	$ 5,000.00	$ 40.00	$ 2,000.00
61	LANDSCAPING RESTORATION	LSUM	1	$5,000.00	$5,000.00	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00
62	TEMPORARY CLUSTER MAILBOX	LSUM	1	$5,000.00	$5,000.00	$ 4,000.00	$ 4,000.00	$ 200.00	$ 200.00
			SUBTOTAL PAGE 2						
	TOTAL CONTRACT BID PRICE				$1,140,676.22		$ 919,854.11		$ 1,149,418.44

NO.	V3 UNIT PRICE	V3 TOTAL COST	Martam UNIT PRICE	Martam TOTAL COST	Joel Kennedy UNIT PRICE	Joel Kennedy TOTAL COST	Cecchin Plumbing + Heating UNIT PRICE	Cecchin Plumbing + Heating TOTAL COST
1	$ 6.25	$ 625.00	$ 9.00	$ 900.00	$ 10.00	$ 1,000.00	$ 3.00	$ 300.00
2	$ 50.00	$ 1,250.00	$ 44.00	$ 1,100.00	$ 80.00	$ 2,000.00	$ 40.00	$ 1,000.00
3	$ 65.00	$ 1,625.00	$ 44.00	$ 1,100.00	$ 100.00	$ 2,500.00	$ 60.00	$ 1,500.00
4	$ 75.00	$ 259,350.00	$ 5.00	$ 17,290.00	$ 10.00	$ 34,580.00	$ 50.00	$ 172,900.00
5	$ 12.00	$ 17,808.00	$ 16.00	$ 23,744.00	$ 8.00	$ 11,872.00	$ 14.50	$ 21,518.00
6	$ 110.00	$ 2,310.00	$ 185.00	$ 3,885.00	$ 175.00	$ 3,675.00	$ 120.00	$ 2,520.00
7	$ 5.25	$ 233.33	$ 1.00	$ 44.44	$ 30.00	$ 1,333.33	$ 3.00	$ 133.33
8	$ 57.00	$ 8,949.00	$ 58.00	$ 9,106.00	$ 45.00	$ 7,065.00	$ 110.00	$ 17,270.00
9	$ 63.00	$ 200,025.00	$ 52.00	$ 165,100.00	$ 42.00	$ 133,350.00	$ 41.00	$ 130,175.00
10	$ 17.00	$ 340.00	$ 6.00	$ 120.00	$ 5.00	$ 100.00	$ 6.50	$ 130.00
11	$ 19.00	$ 2,717.00	$ 6.00	$ 858.00	$ 5.00	$ 715.00	$ 7.50	$ 1,072.50
12	$ 22.00	$ 682.00	$ 11.00	$ 341.00	$ 5.00	$ 155.00	$ 8.50	$ 263.50
13	$ 25.00	$ 1,825.00	$ 16.00	$ 1,168.00	$ 5.00	$ 365.00	$ 10.00	$ 730.00
14	$ 460.00	$ 460.00	$ 800.00	$ 800.00	$ 600.00	$ 600.00	$ 700.00	$ 700.00
15	$ 710.00	$ 1,420.00	$ 1,350.00	$ 2,700.00	$ 1,100.00	$ 2,200.00	$ 950.00	$ 1,900.00
16	$ 710.00	$ 710.00	$ 1,390.00	$ 1,390.00	$ 1,150.00	$ 1,150.00	$ 1,100.00	$ 1,100.00
17	$ 990.00	$ 990.00	$ 1,811.00	$ 1,811.00	$ 1,200.00	$ 1,200.00	$ 1,500.00	$ 1,500.00
18	$ 110.00	$ 5,720.00	$ 111.00	$ 5,772.00	$ 110.00	$ 5,720.00	$ 85.00	$ 4,420.00
19	$ 210.00	$ 2,940.00	$ 116.00	$ 1,624.00	$ 125.00	$ 1,750.00	$ 105.00	$ 1,470.00
20	$ 110.00	$ 407,660.00	$ 126.00	$ 466,956.00	$ 127.00	$ 470,662.00	$ 92.00	$ 340,952.00
21	$ 1,000.00	$ 1,000.00	$ 1,660.00	$ 1,660.00	$ 2,000.00	$ 2,000.00	$ 1,250.00	$ 1,250.00
22	$ 1,700.00	$ 6,800.00	$ 2,890.00	$ 11,560.00	$ 3,000.00	$ 12,000.00	$ 2,000.00	$ 8,000.00
23	$ 540.00	$ 3,240.00	$ 550.00	$ 3,300.00	$ 300.00	$ 1,800.00	$ 750.00	$ 4,500.00
24	$ 550.00	$ 3,850.00	$ 720.00	$ 5,040.00	$ 575.00	$ 4,025.00	$ 800.00	$ 5,600.00
25	$ 630.00	$ 2,520.00	$ 890.00	$ 3,560.00	$ 800.00	$ 3,200.00	$ 900.00	$ 3,600.00
26	$ 280.00	$ 560.00	$ 1,410.00	$ 2,820.00	$ 350.00	$ 700.00	$ 500.00	$ 1,000.00
27	$ 870.00	$ 4,350.00	$ 700.00	$ 3,500.00	$ 2,000.00	$ 10,000.00	$ 550.00	$ 2,750.00
28	$ 5,000.00	$ 30,000.00	$ 4,890.00	$ 29,340.00	$ 6,800.00	$ 40,800.00	$ 6,250.00	$ 37,500.00
29	$ 3,200.00	$ 3,200.00	$ 3,160.00	$ 3,160.00	$ 4,400.00	$ 4,400.00	$ 3,500.00	$ 3,500.00
30	$ 4,000.00	$ 16,000.00	$ 3,520.00	$ 14,080.00	$ 4,800.00	$ 19,200.00	$ 3,900.00	$ 15,600.00
31	$ 2,500.00	$ 2,500.00	$ 3,310.00	$ 3,310.00	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00
32	$ 2,600.00	$ 2,600.00	$ 3,310.00	$ 3,310.00	$ 3,000.00	$ 3,000.00	$ 3,800.00	$ 3,800.00
33	$ 2,800.00	$ 2,800.00	$ 3,410.00	$ 3,410.00	$ 3,200.00	$ 3,200.00	$ 4,500.00	$ 4,500.00
34	$ 2,600.00	$ 5,200.00	$ 3,410.00	$ 6,820.00	$ 3,200.00	$ 6,400.00	$ 4,000.00	$ 8,000.00
35	$ 1,700.00	$ 1,700.00	$ 1,411.00	$ 1,411.00	$ 2,800.00	$ 2,800.00	$ 2,000.00	$ 2,000.00
36	$ 1,500.00	$ 3,000.00	$ 1,411.00	$ 2,822.00	$ 2,800.00	$ 5,600.00	$ 1,700.00	$ 3,400.00
37	$ 310.00	$ 620.00	$ 350.00	$ 700.00	$ 750.00	$ 1,500.00	$ 550.00	$ 1,100.00
38	$ 60,200.00	$ 60,200.00	$ 18,000.00	$ 18,000.00	$ 50,000.00	$ 50,000.00	$ 30,000.00	$ 30,000.00
39	$ 1,100.00	$ 6,600.00	$ 880.00	$ 5,280.00	$ 1,050.00	$ 6,300.00	$ 800.00	$ 4,800.00
40	$ 260.00	$ 260.00	$ 480.00	$ 480.00	$ 300.00	$ 300.00	$ 450.00	$ 450.00
SUBTOTAL PAGE 1		$ -		$ -		$ -		$ -
41	$ 200.00	$ 4,000.00	$ 35.00	$ 700.00	$ 150.00	$ 3,000.00	$ 150.00	$ 3,000.00
42	$ 220.00	$ 4,400.00	$ 141.00	$ 2,820.00	$ 120.00	$ 2,400.00	$ 310.00	$ 6,200.00
43	$ 900.00	$ 30,600.00	$ 420.00	$ 14,280.00	$ 425.00	$ 14,450.00	$ 110.00	$ 3,740.00
44	$ 33.00	$ 528.00	$ 12.00	$ 192.00	$ 10.00	$ 160.00	$ 20.00	$ 320.00
45	$ 44.00	$ 176.00	$ 18.00	$ 72.00	$ 10.00	$ 40.00	$ 35.00	$ 140.00
46	$ 1,600.00	$ 3,200.00	$ 1,340.00	$ 2,680.00	$ 1,000.00	$ 2,000.00	$ 500.00	$ 1,000.00
47	$ 4,200.00	$ 4,200.00	$ 3,120.00	$ 3,120.00	$ 4,500.00	$ 4,500.00	$ 3,750.00	$ 3,750.00
48	$ 8,500.00	$ 8,500.00	$ 3,410.00	$ 3,410.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
49	$ 480.00	$ 3,840.00	$ 580.00	$ 4,640.00	$ 750.00	$ 6,000.00	$ 650.00	$ 5,200.00
50	$ 76,300.00	$ 76,300.00	$ 50,000.00	$ 50,000.00	$ 8,000.00	$ 8,000.00	$ 20,000.00	$ 20,000.00
51	$ 540.00	$ 540.00	$ 1,300.00	$ 1,300.00	$ 500.00	$ 500.00	$ 550.00	$ 550.00
52	$ 8,955.00	$ 8,955.00	$ 5,560.00	$ 5,560.00	$ 6,000.00	$ 6,000.00	$ 4,500.00	$ 4,500.00
53	$ 62.00	$ 1,240.00	$ 75.00	$ 1,500.00	$ 110.00	$ 2,200.00	$ 75.00	$ 1,500.00
54	$ 78.00	$ 11,154.00	$ 88.00	$ 12,584.00	$ 112.00	$ 16,016.00	$ 100.00	$ 14,300.00
55	$ 150.00	$ 4,650.00	$ 111.00	$ 3,441.00	$ 128.00	$ 3,968.00	$ 120.00	$ 3,720.00
56	$ 160.00	$ 11,680.00	$ 136.00	$ 9,928.00	$ 130.00	$ 9,490.00	$ 150.00	$ 10,950.00
~~57~~		$ -		$ -		$ -		$ -
58	$ 58.00	$ 5,800.00	$ 55.00	$ 5,500.00	$ 80.00	$ 8,000.00	$ 52.00	$ 5,200.00
59	$ 100.00	$ 5,000.00	$ 46.00	$ 2,300.00	$ 90.00	$ 4,500.00	$ 95.00	$ 4,750.00
60	$ 160.00	$ 8,000.00	$ 21.00	$ 1,050.00	$ 40.00	$ 2,000.00	$ 80.00	$ 4,000.00
61	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
62	$ 2,600.00	$ 2,600.00	$ 2,200.00	$ 2,200.00	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00
SUBTOTAL PAGE 2								
TOTAL CONTRACT BID PRICE		$ 1,275,002.33		$ 960,149.44		$ 963,941.33		$ 949,224.33

NO.	Lima Contractors UNIT PRICE	Lima Contractors TOTAL COST	Lenny Hoffman Excavating UNIT PRICE	Lenny Hoffman Excavating TOTAL COST	Trine Construction Corp UNIT PRICE	Trine Construction Corp TOTAL COST	A Lamp Concrete UNIT PRICE	A Lamp Concrete TOTAL COST
1	$ 7.00	$ 700.00	$ 40.00	$ 4,000.00	$ 4.20	$ 420.00	$ 5.00	$ 500.00
2	$ 40.00	$ 1,000.00	$ 27.00	$ 675.00	$ 30.90	$ 772.50	$ 35.00	$ 875.00
3	$ 49.00	$ 1,225.00	$ 46.00	$ 1,150.00	$ 36.90	$ 922.50	$ 35.00	$ 875.00
4	$ 20.00	$ 69,160.00	$ 50.00	$ 172,900.00	$ 0.10	$ 345.80	$ 10.00	$ 34,580.00
5	$ 13.00	$ 19,292.00	$ 19.00	$ 28,196.00	$ 14.85	$ 22,037.40	$ 12.00	$ 17,808.00
6	$ 193.00	$ 4,053.00	$ 168.00	$ 3,528.00	$ 117.60	$ 2,469.60	$ 125.00	$ 2,625.00
7	$ 7.00	$ 311.11	$ 5.00	$ 222.22	$ 2.80	$ 124.44	$ 10.00	$ 444.44
8	$ 58.00	$ 9,106.00	$ 52.00	$ 8,164.00	$ 39.20	$ 6,154.40	$ 35.00	$ 5,495.00
9	$ 51.00	$ 161,925.00	$ 33.00	$ 104,775.00	$ 47.05	$ 149,383.75	$ 45.00	$ 142,875.00
10	$ 16.00	$ 320.00	$ 10.00	$ 200.00	$ 15.90	$ 318.00	$ 10.00	$ 200.00
11	$ 17.00	$ 2,431.00	$ 10.00	$ 1,430.00	$ 15.90	$ 2,273.70	$ 10.00	$ 1,430.00
12	$ 18.00	$ 558.00	$ 10.00	$ 310.00	$ 15.90	$ 492.90	$ 20.00	$ 620.00
13	$ 19.00	$ 1,387.00	$ 12.00	$ 876.00	$ 15.90	$ 1,160.70	$ 20.00	$ 1,460.00
14	$ 529.00	$ 529.00	$ 682.00	$ 682.00	$ 894.25	$ 894.25	$ 1,500.00	$ 1,500.00
15	$ 708.00	$ 1,416.00	$ 920.00	$ 1,840.00	$ 1,142.90	$ 2,285.80	$ 2,500.00	$ 5,000.00
16	$ 774.00	$ 774.00	$ 966.00	$ 966.00	$ 1,191.10	$ 1,191.10	$ 3,000.00	$ 3,000.00
17	$ 963.00	$ 963.00	$ 1,187.00	$ 1,187.00	$ 1,422.00	$ 1,422.00	$ 4,000.00	$ 4,000.00
18	$ 62.00	$ 3,224.00	$ 65.00	$ 3,380.00	$ 100.45	$ 5,223.40	$ 100.00	$ 5,200.00
19	$ 68.00	$ 952.00	$ 112.00	$ 1,568.00	$ 106.65	$ 1,493.10	$ 110.00	$ 1,540.00
20	$ 79.00	$ 292,774.00	$ 84.00	$ 311,304.00	$ 121.15	$ 448,981.90	$ 120.00	$ 444,720.00
21	$ 1,225.00	$ 1,225.00	$ 1,545.00	$ 1,545.00	$ 2,183.80	$ 2,183.80	$ 3,000.00	$ 3,000.00
22	$ 1,884.00	$ 7,536.00	$ 2,118.00	$ 8,472.00	$ 2,715.80	$ 10,863.20	$ 5,000.00	$ 20,000.00
23	$ 561.00	$ 3,366.00	$ 751.00	$ 4,506.00	$ 957.30	$ 5,743.80	$ 1,000.00	$ 6,000.00
24	$ 561.00	$ 3,927.00	$ 769.00	$ 5,383.00	$ 976.35	$ 6,834.45	$ 1,000.00	$ 7,000.00
25	$ 624.00	$ 2,496.00	$ 839.00	$ 3,356.00	$ 1,048.85	$ 4,195.40	$ 1,000.00	$ 4,000.00
26	$ 298.00	$ 596.00	$ 505.00	$ 1,010.00	$ 488.10	$ 976.20	$ 1,000.00	$ 2,000.00
27	$ 286.00	$ 1,430.00	$ 575.00	$ 2,875.00	$ 353.00	$ 1,765.00	$ 850.00	$ 4,250.00
28	$ 4,672.00	$ 28,032.00	$ 5,100.00	$ 30,600.00	$ 5,136.00	$ 30,816.00	$ 7,000.00	$ 42,000.00
29	$ 2,234.00	$ 2,234.00	$ 2,649.00	$ 2,649.00	$ 2,700.00	$ 2,700.00	$ 3,000.00	$ 3,000.00
30	$ 2,869.00	$ 11,476.00	$ 3,246.00	$ 12,984.00	$ 2,925.00	$ 11,700.00	$ 4,000.00	$ 16,000.00
31	$ 2,291.00	$ 2,291.00	$ 2,693.00	$ 2,693.00	$ 5,172.00	$ 5,172.00	$ 3,500.00	$ 3,500.00
32	$ 2,291.00	$ 2,291.00	$ 2,693.00	$ 2,693.00	$ 5,172.00	$ 5,172.00	$ 3,120.00	$ 3,120.00
33	$ 2,608.00	$ 2,608.00	$ 3,109.00	$ 3,109.00	$ 5,412.80	$ 5,412.80	$ 3,500.00	$ 3,500.00
34	$ 2,435.00	$ 4,870.00	$ 2,754.00	$ 5,508.00	$ 5,355.00	$ 10,710.00	$ 3,750.00	$ 7,500.00
35	$ 1,423.00	$ 1,423.00	$ 1,914.00	$ 1,914.00	$ 1,967.20	$ 1,967.20	$ 1,850.00	$ 1,850.00
36	$ 1,130.00	$ 2,260.00	$ 1,559.00	$ 3,118.00	$ 1,900.00	$ 3,800.00	$ 1,850.00	$ 3,700.00
37	$ 343.00	$ 686.00	$ 500.00	$ 1,000.00	$ 264.60	$ 529.20	$ 500.00	$ 1,000.00
38	$ 40,250.00	$ 40,250.00	$ 45,957.00	$ 45,957.00	$ 63,758.30	$ 63,758.30	$ 150,000.00	$ 150,000.00
39	$ 1,725.00	$ 10,350.00	$ 500.00	$ 3,000.00	$ 1.00	$ 6.00	$ 1,500.00	$ 9,000.00
40	$ 230.00	$ 230.00	$ 300.00	$ 300.00	$ 336.00	$ 336.00	$ 300.00	$ 300.00
SUBTOTAL PAGE 1		$ -		$ -		$ -		$ -
41	$ 46.00	$ 920.00	$ 50.00	$ 1,000.00	$ 196.00	$ 3,920.00	$ 20.00	$ 400.00
42	$ 71.00	$ 1,420.00	$ 83.00	$ 1,660.00	$ 159.40	$ 3,188.00	$ 100.00	$ 2,000.00
43	$ 98.00	$ 3,332.00	$ 196.00	$ 6,664.00	$ 350.00	$ 11,900.00	$ 500.00	$ 17,000.00
44	$ 14.00	$ 224.00	$ 15.00	$ 240.00	$ 15.90	$ 254.40	$ 10.00	$ 160.00
45	$ 14.00	$ 56.00	$ 60.00	$ 240.00	$ 15.90	$ 63.60	$ 10.00	$ 40.00
46	$ 1,153.00	$ 2,306.00	$ 1,088.00	$ 2,176.00	$ 1,056.25	$ 2,112.50	$ 1,500.00	$ 3,000.00
47	$ 3,623.00	$ 3,623.00	$ 4,700.00	$ 4,700.00	$ 3,524.50	$ 3,524.50	$ 3,000.00	$ 3,000.00
48	$ 3,738.00	$ 3,738.00	$ 5,000.00	$ 5,000.00	$ 3,784.05	$ 3,784.05	$ 5,000.00	$ 5,000.00
49	$ 819.00	$ 6,552.00	$ 630.00	$ 5,040.00	$ 674.60	$ 5,396.80	$ 750.00	$ 6,000.00
50	$ 167,600.00	$ 167,600.00	$ 9,000.00	$ 9,000.00	$ 7,606.00	$ 7,606.00	$ 16,500.00	$ 16,500.00
51	$ 706.00	$ 706.00	$ 520.00	$ 520.00	$ 16,800.00	$ 16,800.00	$ 1,500.00	$ 1,500.00
52	$ 5,750.00	$ 5,750.00	$ 10,000.00	$ 10,000.00	$ 5,040.00	$ 5,040.00	$ 5,020.00	$ 5,020.00
53	$ 61.00	$ 1,220.00	$ 69.50	$ 1,390.00	$ 106.80	$ 2,136.00	$ 100.00	$ 2,000.00
54	$ 63.00	$ 9,009.00	$ 81.00	$ 11,583.00	$ 112.95	$ 16,151.85	$ 150.00	$ 21,450.00
55	$ 71.00	$ 2,201.00	$ 110.00	$ 3,410.00	$ 129.40	$ 4,011.40	$ 200.00	$ 6,200.00
56	$ 91.00	$ 6,643.00	$ 147.00	$ 10,731.00	$ 160.55	$ 11,720.15	$ 250.00	$ 18,250.00
~~57~~		$ -		$ -	$ 106.00	$ -		$ -
58	$ 64.00	$ 6,400.00	$ 50.00	$ 5,000.00	$ 570.00	$ 57,000.00	$ 50.00	$ 5,000.00
59	$ 64.00	$ 3,200.00	$ 60.00	$ 3,000.00	$ 96.00	$ 4,800.00	$ 50.00	$ 2,500.00
60	$ 65.00	$ 3,250.00	$ 50.00	$ 2,500.00	$ 69.25	$ 3,462.50	$ 50.00	$ 2,500.00
61	$ 2,290.00	$ 2,290.00	$ 2,600.00	$ 2,600.00	$ 17,555.00	$ 17,555.00	$ 65,000.00	$ 65,000.00
62	$ 158.00	$ 158.00	$ 500.00	$ 500.00	$ 1,635.00	$ 1,635.00	$ 3,500.00	$ 3,500.00
SUBTOTAL PAGE 2								
TOTAL CONTRACT BID PRICE		$ 932,275.11		$ 876,979.22		$ 1,005,070.34		$ 1,151,487.44

NO.	Archon Const. Co UNIT PRICE	Archon Const. Co TOTAL COST	Berger Excavating UNIT PRICE	Berger Excavating TOTAL COST	Gerardi Sewer and Water UNIT PRICE	Gerardi Sewer and Water TOTAL COST	Bolder Contractors UNIT PRICE	Bolder Contractors TOTAL COST
1	$ 7.80	$ 780.00	$ 12.00	$ 1,200.00	$ 3.00	$ 300.00	$ 15.00	$ 1,500.00
2	$ 19.75	$ 493.75	$ 48.00	$ 1,200.00	$ 50.00	$ 1,250.00	$ 52.00	$ 1,300.00
3	$ 28.75	$ 718.75	$ 80.00	$ 2,000.00	$ 30.00	$ 750.00	$ 62.00	$ 1,550.00
4	$ 69.65	$ 240,849.70	$ 50.00	$ 172,900.00	$ 44.00	$ 152,152.00	$ 34.00	$ 117,572.00
5	$ 18.95	$ 28,121.80	$ 8.00	$ 11,872.00	$ 10.00	$ 14,840.00	$ 12.00	$ 17,808.00
6	$ 137.00	$ 2,877.00	$ 190.00	$ 3,990.00	$ 105.00	$ 2,205.00	$ 50.00	$ 1,050.00
7	$ 1.45	$ 64.44	$ 5.00	$ 222.22	$ 2.00	$ 88.89	$ 5.00	$ 222.22
8	$ 70.70	$ 11,099.90	$ 50.00	$ 7,850.00	$ 80.00	$ 12,560.00	$ 60.00	$ 9,420.00
9	$ 45.10	$ 143,192.50	$ 34.00	$ 107,950.00	$ 50.00	$ 158,750.00	$ 40.00	$ 127,000.00
10	$ 32.80	$ 656.00	$ 20.00	$ 400.00	$ 4.00	$ 80.00	$ 2.00	$ 40.00
11	$ 22.15	$ 3,167.45	$ 24.00	$ 3,432.00	$ 5.00	$ 715.00	$ 2.00	$ 286.00
12	$ 28.40	$ 880.40	$ 24.00	$ 744.00	$ 6.00	$ 186.00	$ 2.00	$ 62.00
13	$ 23.10	$ 1,686.30	$ 26.00	$ 1,898.00	$ 8.00	$ 584.00	$ 2.00	$ 146.00
14	$ 857.00	$ 857.00	$ 900.00	$ 900.00	$ 550.00	$ 550.00	$ 450.00	$ 450.00
15	$ 2,213.00	$ 4,426.00	$ 1,575.00	$ 3,150.00	$ 800.00	$ 1,600.00	$ 1,000.00	$ 2,000.00
16	$ 1,228.00	$ 1,228.00	$ 1,600.00	$ 1,600.00	$ 850.00	$ 850.00	$ 1,000.00	$ 1,000.00
17	$ 1,517.00	$ 1,517.00	$ 1,900.00	$ 1,900.00	$ 1,100.00	$ 1,100.00	$ 1,000.00	$ 1,000.00
18	$ 139.30	$ 7,243.60	$ 98.00	$ 5,096.00	$ 80.00	$ 4,160.00	$ 90.00	$ 4,680.00
19	$ 137.45	$ 1,924.30	$ 100.00	$ 1,400.00	$ 100.00	$ 1,400.00	$ 92.00	$ 1,288.00
20	$ 99.80	$ 369,858.80	$ 108.00	$ 400,248.00	$ 150.00	$ 555,900.00	$ 104.00	$ 385,424.00
21	$ 1,813.00	$ 1,813.00	$ 1,775.00	$ 1,775.00	$ 1,875.00	$ 1,875.00	$ 3,000.00	$ 3,000.00
22	$ 3,197.00	$ 12,788.00	$ 2,600.00	$ 10,400.00	$ 2,475.00	$ 9,900.00	$ 8,000.00	$ 32,000.00
23	$ 391.00	$ 2,346.00	$ 850.00	$ 5,100.00	$ 600.00	$ 3,600.00	$ 600.00	$ 3,600.00
24	$ 371.00	$ 2,597.00	$ 875.00	$ 6,125.00	$ 650.00	$ 4,550.00	$ 600.00	$ 4,200.00
25	$ 1,258.00	$ 5,032.00	$ 950.00	$ 3,800.00	$ 700.00	$ 2,800.00	$ 600.00	$ 2,400.00
26	$ 1,367.00	$ 2,734.00	$ 1,000.00	$ 2,000.00	$ 350.00	$ 700.00	$ 300.00	$ 600.00
27	$ 1,264.00	$ 6,320.00	$ 800.00	$ 4,000.00	$ 600.00	$ 3,000.00	$ 800.00	$ 4,000.00
28	$ 5,552.00	$ 33,312.00	$ 6,400.00	$ 38,400.00	$ 5,000.00	$ 30,000.00	$ 7,000.00	$ 42,000.00
29	$ 2,673.00	$ 2,673.00	$ 2,200.00	$ 2,200.00	$ 1,800.00	$ 1,800.00	$ 2,500.00	$ 2,500.00
30	$ 3,622.00	$ 14,488.00	$ 2,400.00	$ 9,600.00	$ 2,400.00	$ 9,600.00	$ 5,000.00	$ 20,000.00
31	$ 4,058.00	$ 4,058.00	$ 2,600.00	$ 2,600.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00
32	$ 3,993.00	$ 3,993.00	$ 2,600.00	$ 2,600.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00
33	$ 4,577.00	$ 4,577.00	$ 3,200.00	$ 3,200.00	$ 2,400.00	$ 2,400.00	$ 3,500.00	$ 3,500.00
34	$ 4,979.00	$ 9,958.00	$ 2,600.00	$ 5,200.00	$ 2,200.00	$ 4,400.00	$ 3,500.00	$ 7,000.00
35	$ 1,609.00	$ 1,609.00	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00
36	$ 1,430.00	$ 2,860.00	$ 1,650.00	$ 3,300.00	$ 1,350.00	$ 2,700.00	$ 2,000.00	$ 4,000.00
37	$ 123.00	$ 246.00	$ 700.00	$ 1,400.00	$ 200.00	$ 400.00	$ 500.00	$ 1,000.00
38	$ 38,526.00	$ 38,526.00	$ 57,400.00	$ 57,400.00	$ 50,000.00	$ 50,000.00	$ 45,000.00	$ 45,000.00
39	$ 1,045.00	$ 6,270.00	$ 900.00	$ 5,400.00	$ 900.00	$ 5,400.00	$ 750.00	$ 4,500.00
40	$ 588.00	$ 588.00	$ 300.00	$ 300.00	$ 500.00	$ 500.00	$ 700.00	$ 700.00
SUBTOTAL PAGE 1		$ -		$ -		$ -		$ -
41	$ 228.75	$ 4,575.00	$ 175.00	$ 3,500.00	$ 125.00	$ 2,500.00	$ 100.00	$ 2,000.00
42	$ 248.95	$ 4,979.00	$ 225.00	$ 4,500.00	$ 175.00	$ 3,500.00	$ 250.00	$ 5,000.00
43	$ 87.00	$ 2,958.00	$ 25.00	$ 850.00	$ 50.00	$ 1,700.00	$ 50.00	$ 1,700.00
44	$ 33.75	$ 540.00	$ 35.00	$ 560.00	$ 4.00	$ 64.00	$ 2.00	$ 32.00
45	$ 73.70	$ 294.80	$ 60.00	$ 240.00	$ 6.00	$ 24.00	$ 2.00	$ 8.00
46	$ 158.00	$ 316.00	$ 1,800.00	$ 3,600.00	$ 1,275.00	$ 2,550.00	$ 600.00	$ 1,200.00
47	$ 7,284.00	$ 7,284.00	$ 4,650.00	$ 4,650.00	$ 3,500.00	$ 3,500.00	$ 4,000.00	$ 4,000.00
48	$ 11,627.00	$ 11,627.00	$ 4,000.00	$ 4,000.00	$ 4,500.00	$ 4,500.00	$ 5,000.00	$ 5,000.00
49	$ 962.00	$ 7,696.00	$ 850.00	$ 6,800.00	$ 475.00	$ 3,800.00	$ 540.00	$ 4,320.00
50	$ 30,573.20	$ 30,573.20	$ 9,000.00	$ 9,000.00	$ 75,000.00	$ 75,000.00	$ 45,000.00	$ 45,000.00
51	$ 196.00	$ 196.00	$ 750.00	$ 750.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
52	$ 9,379.00	$ 9,379.00	$ 4,500.00	$ 4,500.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00
53	$ 194.25	$ 3,885.00	$ 85.00	$ 1,700.00	$ 72.00	$ 1,440.00	$ 70.00	$ 1,400.00
54	$ 169.50	$ 24,238.50	$ 92.00	$ 13,156.00	$ 100.00	$ 14,300.00	$ 80.00	$ 11,440.00
55	$ 135.10	$ 4,188.10	$ 120.00	$ 3,720.00	$ 125.00	$ 3,875.00	$ 90.00	$ 2,790.00
56	$ 167.15	$ 12,201.95	$ 135.00	$ 9,855.00	$ 200.00	$ 14,600.00	$ 120.00	$ 8,760.00
~~57~~		$ -		$ -		$ -	$ 250.00	$ -
58	$ 15.10	$ 1,510.00	$ 50.00	$ 5,000.00	$ 50.00	$ 5,000.00	$ 70.00	$ 7,000.00
59	$ 23.00	$ 1,150.00	$ 95.00	$ 4,750.00	$ 40.00	$ 2,000.00	$ 75.00	$ 3,750.00
60	$ 17.15	$ 857.50	$ 65.00	$ 3,250.00	$ 50.00	$ 2,500.00	$ 75.00	$ 3,750.00
61	$ 3,398.00	$ 3,398.00	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00
62	$ 130.00	$ 130.00	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
SUBTOTAL PAGE 2								
TOTAL CONTRACT BID PRICE		$ 1,110,407.74		$ 986,133.22		$ 1,208,498.89		$ 978,448.22

Apparent Low Bidder - Lenny Hoffman Excavating

Return to Agenda

Village of Lincolnshire

Agenda Item
COW 3.32

REQUEST FOR BOARD ACTION
Committee of the Whole
March 11, 2019

Subject:	Crosstown Watermain (Segment 1) Improvement Project
Action Requested:	Consideration Professional Service Contract with BLA, Inc. for Water Main Improvement Construction Engineering Services (Crosstown Watermain – Segment 1) at a Cost not to Exceed $103,315.91. (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:
Staff issued a Request for Qualifications in February 2018 for consulting engineering services to design and oversee the construction of the Crosstown Water Main Project. After a thorough internal review with members of the Public Works department, staff negotiated a contract with BLA, Inc. for the design and construction of the project. The construction engineering services include serving as the villages on-site representative to ensure all work is being completed in accordance with the plans and specifications, measuring and verifying the quantities of material installed on the project, troubleshooting any issues that arise in the field during construction and coordinating the contractors work schedule and progress. All communications with the contractor and residents will go through the resident engineer provided by BLA, Inc. so that any issues can be addressed consistently and timely. BLA, Inc. will also facilitate a public meeting in advance of the construction and will be responsible for providing updates to residents throughout the duration of the project. The proposal from BLA, Inc. for an amount not to exceed $103,315.91.

Budget Impact:

The Village's Fiscal Year 2019 Budget allocates a total of $110.000.00 for this work.

Service Delivery Impact:
This project will improve the operation and reliability of the village's water distribution system in this area.

Recommendation:
Staff recommends approval of the contract.

Reports and Documents Attached:
- Proposed Professional Service Agreement with BLA, Inc.

Meeting History	
Initial Referral to Village Board (COW):	May 14, 2018
COW	March 11, 2019
Regular Village Board Meeting	March 18, 2019

Return to Agenda

CONSULTING ENGINEERS
BLA, Inc.
333 Pierce Road, Suite 200 ▪ Itasca, IL 60143
630 438 6400 ▪ FAX 630 438 6444 ▪ www.bla-inc.com

May 18, 2018

VIA EMAIL
wdittrich@lincolnshireil.gov

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

Re: Crosstown Watermain Project-Phase 3 Services
Lincolnshire, IL

Dear Mr. Dittrich:

We at Bollinger, Lach & Associates, Inc. (BLA) appreciate the opportunity to provide this professional services proposal for the above-referenced project. Pursuant to your request, we are submitting this professional services proposal for work on the above-referenced site. Following is a brief scope of work and the associated fee. We are available immediately to discuss specific details and scheduling requirements. We understand that timing is critical on this work and we will make every effort to complete this work in as timely a manner as possible. We will commence with the following scope of work upon your notice to proceed and authorization.

BLA, Inc. proposes to prepare engineering design services for Phase IV of the Cross Town Watermain Installation within the Village of Lincolnshire, Illinois. Work shall consist of preparing engineering plans and specifications for purposes of providing water main placement, roadway rehabilitation (patching and possibly resurfacing) and minor drainage improvements as required along the project limits as required.

ENGINEERING SCOPE OF WORK AND FEES

E.05 – Phase III Engineering Services

BLA will perform Phase III Engineering Services as described in the Project Scope Description portion of the proposal.

E.06 – QA Services

BLA will utilize the services of SEECO Consultants for QA services for pavement and concrete work as describe in the Project Scope Description portion of the proposal.

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The following items are not included in the above scope of work:

- Any other work not specified above

Any items not specifically included in the above scope of services will be considered extra work to be performed at your direction. Our man hour and backup information is also being provided as an attachment to this proposal.

Invoices will be mailed out monthly with Cost Plus Fixed Fee documentation backup. Payment is to be made within thirty days after receipt of our invoice.

Please let us know if any of the above information is at variance with your instructions. If this correctly reflects your instructions and is acceptable, please sign below and return one copy for our file.

Thank you for requesting BLA-INC. to do this work.

Should you have any questions or require additional information please contact us at (630) 438-6400.

Sincerely,
BLA-INC.

Craig Lukowicz, P.E.
President/CEO

Erik Olson, P.E.
Project Manager

ACCEPTANCE:

VILLAGE OF LINCOLNSHIRE

BY: _____

TITLE: _____

DATE: _____

Crosstown Watermain

Village of Lincolnshire
Phase 3 Construction and PR Services
Bollinger, Lach & Associates, Inc.
Projected Monthly Manpower Schedule & Direct Costs

Month Number	1	2	3	4	5	6												Total Hours
	2019																	
Bollinger, Lach & Associates, In / Month of	April	May	June															
																		0
Director of Construction Engineering	8	10	10															28
Resident Engineer I	194	194	194															582
Public Information Officer	36	36	34															106
																		0
																		0
																		0
Totals	238	240	238	0	0	0	0	0	0	0	0	0	0	0	0	0		716
Cummulative Manhours	238	478	716	716	716	716	716	716	716	716	716	716	716	716	716	716		
Vehicle Days	22	22	22															66
																		Vehicle Days

DIRECT COSTS	Days		Total	Days	
Vehicle Costs	$65.00	/Day	66	Days	$4,290.00
					$ -
Web Site Procurement					
Brochure Printing	500 copies at $2.00 each				$ 1,000.00
Total Direct Costs					**$5,290.00**
	Premium Portion of Overtime				

Normal Work Week: Days/Mon	22	days/mo
8 hrs/day	174	hrs/mo
9 hrs/day	194	hrs/mo
9 hrs/day + Sat.	204	hrs/mo
10 hrs /day	218	hrs/mo
10 hrs/day + Sat.	224	hrs/mo

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME: BLA, Inc.
PRIME/SUPPLEMENT: Crosstown Watermain Phs IV

DATE: 04/11/18
PTB NO.:

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	112.70%
START DATE	3/1/2019		COMPLEXITY FACTOR	
RAISE DATE	1/1/2020		% OF RAISE	3.00%

ESCALATION PER YEAR

3/1/2019 - 8/31/2019				
6				
6				

= 100.00%
= 1.0000

The total escalation for this project would be: 0.00%

Return to Agenda

DF-824-039
REV 12/04

PAYROLL RATES

Crosstown Watermain

FIRM NAME BLA, Inc. **DATE** 04/11/18
PRIME/SUPPLEMENT Crosstown Watermain Phs IV
PSB NO.

ESCALATION FACTOR **0.00%**

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Director of Construction Eng	$70.00	$70.00
Resident Engineer I	$52.64	$52.64
Public Information Coordinatc	$28.47	$28.47
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

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Subconsultants

Crosstown Watermain

FIRM NAME BLA, Inc. **DATE** 04/11/18

PRIME/SUPPLEMENT Crosstown Watermain Phs IV

PSB NO.

NAME	Direct Labor Total	Contribution to Prime Consultant
SEECO Consultants	8,270.00	827.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	8,270.00	827.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039
REV 12/04

Crosstown Watermain

FIRM BLA, Inc. **DATE** 04/11/18

PSB **OVERHEAD RATE** 1.127

PRIME/SUPPLEMENT Crosstown Watermain Phs IV **COMPLEXITY FACTOR** 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Resident Engineering	716	35,614.30	40,137.32	5,290.00	13,177.29				94,218.91	91.19%
	SEECO Consultants							8,270.00		8,270.00	8.00%
	Subconsultant DL					827.00				827.00	0.80%
	TOTALS	716	35,614.30	40,137.32	5,290.00	14,004.29	0.00	8,270.00	0.00	**103,315.91**	100.00%

DBE 0.00%

PREPARED BY THE AGREEMENTS UNIT

Printed 4/11/2018 1:06 PM

DF-824-039
REV 12/04

AVERAGE HOURLY PROJECT RATES

Crosstown Watermain
FIRM BLA, Inc.
PSB
PRIME/SUPPLEMENT Crosstown Watermain Phs IV

DATE 04/11/18

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES Hours	% Part.	Wgtd Avg	Resident Engineering Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Director of Construction Eng	70.00	28	3.91%	2.74	28	3.91%	2.74												
Resident Engineer I	52.64	582	81.28%	42.79	582	81.28%	42.79												
Public Information Coordinatc	28.47	106	14.80%	4.21	106	14.80%	4.21												
		0																	
		0																	
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TOTALS		716	100%	$49.74	716	100.00%	$49.74	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

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Construction Monitoring & Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering & Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation Condition Surveys
Dams and Drainage Studies

April 10, 2018

Mr. Erik Olson
Bollinger Lach & Assoc.
333 Pierce Rd., Ste. 200
Itasca, IL 60143

PROPOSAL and CONTRACT
Construction Materials Testing Services,
Crosstown Watermain, Lincolnshire, IL

Dear Mr. Olson:

SEECO Consultants, Inc. is pleased to submit our proposal for the above-referenced project. In preparing our proposal, we have based our estimated hours and tests on experience on similar projects since plans and specifications were provided. IDOT QA frequencies are estimated.

Concrete work will include QA testing for curb and gutter and sidewalk with all testing performed in accordance with IDOT criteria. The placement of Hot Mix Asphalt will involve patching as needed, level binder and surface course. QA services will include on-site density verification and temperature control and workmanship observations as well as plant mix verifications.

ANTICIPATED TESTING SERVICES REQUIRED BY CONSTRUCTION ITEM

CONCRETE PAVEMENT ITEMS

-Concrete field QA inspection and testing – Minimal curb and gutter – 2 trips

HMA PAVEMENT

- HMA field QA testing – 3,800 lin. Ft., 26' curb to curb, 1.5" overlay with full depth patching – 5 trips

Bituminous Paving

Field Inspection – Bituminous Level II Estimate 56 hours @ $119.00/hr	$6,664.00
Nuclear Gauge Estimate 5 days @ $50.00/day	$ 250.00
Concrete Cylinders Estimate 8 cylinders @ $19.00/cyl	$ 152.00
Cylinder Pickup Estimate 2 hours @ $97.00/hr	$ 194.00
Core Density on Cures Cut by Contractor Estimate 0 cores @ $45.00/ea	$ -0-
Extraction/Gradation Tests Estimate 0 tests @ $195.00/test	$ -0-
Trip Charge (Mileage) Estimate 8 trips @ $45.00/trip	$ 360.00

Administration and Review

Project Engineer
Estimate 5 hours @ $130.00/hr $ 650.00

ESTIMATED PROJECT TOTAL: $8,270.00

Invoicing terms will be net 30 days from date of invoice. If the proposal and the attached General Conditions are acceptable, please indicate by signing and returning it to our office. Overtime rates of 1.4 times the base rate will be charged for hours in excess of eight hours (before 7:00 and after 3:30) per day and weekend hours. All field charges are portal to portal with a four hour minimum. Rates valid through 2019 construction season. Negotiated increases required if prevailing wage rates increase.

SEECO's field representatives are represented by Local 150 of the Operating Engineers. Onsite cancellations are subject to an eight hour minimum charge. Telephone cancellations after travel commences are subject to a minimum charge of three hours.

If there are any questions with regards to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEECO Consultants, Inc.

Donald C. Cassier
Director of Field Services

Collin W. Gray, S.E., P.E.
President

APPROVED:

_____
Name of Firm

_____
Authorized Signature

_____
Printed Authorized Signature

_____
Date

Please sign one copy and return it to our office and retain one copy for your files.

DCC:arm

Attachment

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Return to Agenda

SEECO Consultants Inc. - General Conditions-11/10

Scope of Work
SEECO Consultants Inc. (hereinafter called SEECO) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SEECO will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted. Contract does not include the provision for prevailing wage rates unless otherwise stated. Acceptance of services proposed herewith - prior to contract execution- implies and constitutes acceptance of rates and conditions set forth in this contract unless explicitly agreed upon mutually in writing prior to inception of services.

Soil Boring Locations
It is understood that the Client will furnish SEECO with a diagram indicating both the location of the site and the borings on that site. SEECO reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SEECO reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SEECO prior to the date of this contract. SEECO will contact the underground utility locate network responsible in the locale being drilled. However, SEECO is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SEECO will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SEECO is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing
Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Cancellations after travel time has commenced will incur a minimum charge of 3 hours to the client.

Access to Sites
Unless otherwise agreed, the Client will furnish SEECO with right-of-access to the site in order to conduct the planned investigation or inspection. SEECO will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SEECO will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports
All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SEECO in writing to the contrary. SEECO will furnish three copies of each report to the client.

Subcontracts/Assignments
SEECO reserves the right to subcontract drilling and related support services to SEECO Environmental Services Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SEECO.

Invoices
Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability
SEECO is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit $1,000,000) and property damage (limit $1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SEECO agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SEECO and its employees. If the Client's contract places greater responsibility upon SEECO or requires increased insurance coverage, SEECO will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability
The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed $1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed $1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.

Return to Agenda

Village of Lincolnshire

Agenda Item
COW 3.41

REQUEST FOR BOARD ACTION
COMMITTEE OF THE WHOLE MEETING
March 11, 2019

Subject:	Consideration of a Request to Authorize Leasing of Sixteen HP Getac laptops and associated docking systems, mounting components, and mobile antenna system
Action Requested:	Consideration and Placement on the March 18, 2019 Consent Agenda for Approval.
Originated By/Contact:	Joseph Leonas, Chief of Police
Referred To:	Village Board

Summary / Background:
As the Village continues its transition to the Village of Deerfield for police dispatch services, an audit of Lincolnshire technology revealed the current in-car laptop computers are outdated and require upgrading. The fleet of 14 Panasonic Toughbook computers are more than 5 years old, have obsolete disc hard drives, and run on a Microsoft Windows 7 operating system. In order to accommodate the Virtual Private Network (VPN) connection to the Village of Deerfield public safety answering point, as well as the improvement to the Tyler/New World Enterprise Record Management System (RMS) software for police records, a 256G solid-state hard drive and Windows 10 OS are required on each computer. Rather than upgrade the current computers, staff recommends leasing of 16 new computers, with the upgraded solid state hard drive and OS pre-installed. 14 computers will be placed in the police vehicles, and 2 will be used by the Stevenson School Resource Officers.

After researching all options available, staff recommends replacing the computers with the HP Getac A140 LTE 14" Core i-7-6500U. This item is available through CDW-G under the *Sourcewell* Contract, a cooperative purchasing authority recognized by the State of Illinois.

The purchase price of the laptops with required mounting accessories are as follows:

HP Getac A140 LTE	$2,976.24	x 16	$47,619.84
Vehicle Docking w/ Tri-Pass	$ 789.82	x 14	$11,057.48
Backlit USB Keyboard	$ 223.59	x 14	$ 3,130.26
Mounting Components	$ 264.15	x 14	$ 3,698.10
Total			**$65,505.68**

There are two lease options for the laptops through VAR Technology Finance.
The options of the financing are as follows:

36 Month Term Option	Total
36 Monthly Payments of $1,819.61	$65,505.68
or	
3 Annual Payments of $20,952.15	$62,856.45

48 Month Term Option

48 Monthly Payments of $1,486.43	$71,348.64
or	
4 Annual Payments of $17,420.76	$69,683.04

Additionally, all police vehicles need to be outfitted with new mobile antenna systems to allow for a consistent VPN connection and signal boost. Staff is currently researching the recommended antennas to accommodate current and future (5G) network compatibility. Individual antennae are expected to cost between $223.00 and $300.00 per vehicle, for a total of $3,200- to $4,200. The antennas will be purchased from a separate vendor and are not included in the lease agreement.

Budget Impact:
The 36-month lease option will cost the Village $21,835.32 annually. By agreeing to the 36-month term, no interest payments accompany the lease. Additionally, spreading the cost over time will allow Lincolnshire's 911 surcharge money to cover the cost. The antenna system will have a one-time cost of $3,200 to $4,200 and would also be covered by the 911 surcharge monies.

Service Delivery Impact:
This computer lease will allow an improved transition to Deerfield dispatch, as well as improve the overall technology in the police department.

Recommendation: Staff recommends approval of this lease for 36 months.

Reports and Documents Attached:
- CDW-G quote for 16 laptops and accessories
- VAR Technology Finance lease proposal
- Sample contract with VAR Technology Finance

Meeting History	
Initial Referral to Village Board (COW):	**March 11, 2019**

Return to Agenda

QUOTE CONFIRMATION

DEAR JOE LEONAS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KLWM165	3/6/2019	KLQD943	0646190	$65,505.68

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP Getac A140 14" Core i7-6500U 8GB RAM 256GB Windows 10 Pro Mfg. Part#: A994606 Contract: MARKET	16	5391188	$2,976.24	$47,619.84
HP A140 VEHICLE DOCKING W/TRI-PASS Mfg. Part#: A986771 Contract: MARKET	14	4753989	$789.82	$11,057.48
HP Getac TG3 83-Key Backlit USB Keyboard with Touchpad Mfg. Part#: A991809 Contract: MARKET	14	5455701	$223.59	$3,130.26
Gamber-Johnson - mounting component Mfg. Part#: 7160-0822 UNSPSC: 31162313 Contract: MARKET	14	4787374	$264.15	$3,698.10

PURCHASER BILLING INFO

Billing Address:
VILLAGE OF LINCOLNSHIRE
1 OLDE HALF DAY RD
LINCOLNSHIRE, IL 60069-3035
Phone: (847) 883-8600
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
VILLAGE OF LINCOLNSHIRE POLICE DEPT
1 OLDE HALF DAY RD
LINCOLNSHIRE, IL 60069-3035
Shipping Method: NiteMoves Local Super-Saver

SUBTOTAL	$65,505.68
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$65,505.68

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Philippe Stapp | (866) 551-9995 | philsta@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

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VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone (972) 755 8200
Fax (972) 755 8210
www.vartechnologyfinance.com

VAR Technology Finance Proposal

(This is not a contract; executable contracts to follow)

VAR Technology Finance is pleased to offer this proposal for the technology solution that Village of Lincolnshire wishes to acquire from CDW. For over 25 years, we have provided simple, fast and cost-effective acquisition options to more than 50,000 customers ranging from small entrepreneurial organizations to large Fortune 500 corporations. We hope to be your high performance partner in acquiring your technology.

Equipment/Software Cost $65,505.68 (Not including tax)

Equipment/Software Description **HP Getac**

	Term	Period	Purchase Option	Payment
❑	36 Months	Monthly	FMV	$1,786.99
❑	36 Months	Annually	FMV	$20,952.15
❑	48 Months	Monthly	FMV	$1,486.43
❑	48 Months	Annually	FMV	$17,420.76

Structure First payment due one month after contract commencement.

Asset Assumptions The payment options above assume 100.0% of tier 1 hardware. If this assumption changes, the payment may be adjusted up or down.

Equipment Location Please provide the address where the equipment will be located.

Address: _____

City, State & Zip: _____

Is this a hosting site, data center or co-location facility? ☐ YES ☐ NO

Proposal Expiration Date This proposal and payment options within are valid through 03/20/19

Required Documentation Please provide the documentation below in order to begin the credit approval process:

This proposal is based on certain underwriting and pricing assumptions and the execution of mutually acceptable documentation. Rates provided herein are subject to change based on any increase in published swap rates. If the configuration changes at any time prior to commencement, the payment may be adjusted up or down. The information herein is confidential, valid through 03/20/19, and may be withdrawn or amended at any time prior to contract commencement. The payments quoted do not include sales use, rental or property tax.

Please email this page along with required documentation (if any) by 03/20/19 to indicate your desire to enter into an agreement with VAR Technology Finance.

Regards,

Lori Munnerlyn
Direct Line: 972-755-8256
lmunnerlyn@vartechnologyfinance.com

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone (972) 755 8200
Fax (972) 755 8210
www.vartechnologyfinance.com

VAR TECHNOLOGY FINANCE

Conditions of Approval

Purchase Order Number:

To: _____ **("Customer" or "You")**
From: VAR Technology Finance, and its assigns ("Us" or "We")

Approval Date:
Expiration Date:
Approval Amount : $

With respect to the above referenced Customer and Purchase Order Number, as amended, We approve the transaction subject to and contingent upon (i) the receipt of original executed documents, including but not limited to, agreement, schedules, delivery and acceptance, and any other documents required by Us, (ii) verbal verification of delivery and acceptance of Goods, and (iii) any other requirement as may be reasonably required by Us, to include the following:

a. _____
b. _____
c. _____

(collectively, the "Funding Requirements").

This approval will automatically expire on

We will issue a Purchase Order to the vendor(s) for the items listed in the agreement and schedules (the "Goods") and You warrant and represent that You have not issued nor will You issue a purchase order to the vendor(s) or any other vendor for the same Goods.

If either (A) within 10 days from the date of delivery of the Goods you (i) fail to comply with the Funding Requirements, (ii) fail to notify Us of the return of Goods, as previously approved by vendor(s) in writing, or (iii) are otherwise in default of the agreement or schedules, (B) We in our sole discretion revoke the agreement or schedules, including but not limited to such evidence as fraud or a material adverse change in Your financial condition, or (C) approval expiration, then the Goods shall be deemed accepted by You and You shall be obligated to Us and/or vendor(s) for full and immediate payment for such Goods in the amount invoiced to Us, including, without limitation attorneys' fees and costs of collection, and You shall indemnify and hold Us harmless against all payment claims from vendor(s).

In the event that You or any vendor(s) change the ship to address to a location other than _____, You agree to make payment to vendor(s) directly and the agreement and schedules will be considered null and void.

Agreed to and accepted on this date: _____.

Customer: _____

By: X _____

Name (Print): _____

Title: _____

SAMPLE

This is a non-cancellable, legally binding contract.

Master Lease #:

MASTER LEASE AGREEMENT

Lessor: VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150
Phone: (972) 755 8200
Fax: (972) 755-8210

Lessee (Leasing Customer):
Lessee's Chief Executive Office - Street:
City, ST & Zip Code:

County:
Lessee Telephone:
Tax ID#:

Signatures

Lessee has reviewed this page and the rest of this Lease

Authorized Signature

Print Name **Title** **Date**

Lessor has reviewed this page and the rest of this Lease
VAR Technology Finance (Lessor)

Authorized Signature

Print Name **Title** **Date**

Terms and Conditions

In this Master Lease Agreement (this "Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us" "Our" and "Lessor" mean VAR Technology Finance. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. "Schedule" means a schedule, in such form as We may accept in our sole discretion, that may be entered into from time to time by You and Us for a lease transaction pursuant to this Agreement. You acknowledge and agree that this Agreement and each Schedule represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement and each Schedule can be changed only by a written agreement between You and Us. Other agreements not stated herein or in a Schedule (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of a Lease (defined below). This Agreement is not a commitment by Us to enter into any Schedule not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Schedule, it being understood that whether We enter into any proposed Schedule shall be a decision solely within Our discretion. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. LEASE OF EQUIPMENT. Each Schedule executed by You represents Your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated in such Schedule and this Agreement. Each Schedule and the terms of this Agreement which are incorporated by reference into such Schedule shall constitute a separate and independent contract between You and Us and shall be referred to as a "Lease". In the event of any conflict between the provisions of this Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. Each Schedule is binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule, We may insert or correct any information missing in this Agreement or a Schedule, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment shown in a Schedule by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. TERM; RENEWAL. The term of each Lease will begin on the date that the related Schedule is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown on such Schedule (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **With respect to each Lease, unless You have a $1.00 Purchase Option as indicated in the related Schedule, You shall notify Us in writing at least 90 days but not more than 120 days before the end of a Term (the "Notice Period") that you intend to purchase or return the Equipment at the end of such Term or: (a) the applicable Lease will automatically renew for an additional three-month period** (a "Renewal Term") and (b) all terms of such Lease will continue to apply. If You do notify Us in writing within the Notice Period for a given Lease that You intend to purchase or return the related Equipment at the end of the Term of such Lease, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **Each Lease is non-cancelable for the full Term**.

3. UNCONDITIONAL OBLIGATION. With respect to each Lease, You agree that: (i) You selected the Equipment and the Supplier based on Your own judgment; (ii) Your obligations under each Lease are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (iii) If You are a party to any maintenance, supplies or other contract with the Supplier, such contract is NOT part of any Lease (even though We may, as a convenience to You and the Supplier, bill and collect monies owed by You to the Supplier); and (iv) If the Equipment is unsatisfactory or if the Supplier fails to provide any service or fulfill any other obligation to You, You shall continue to fully perform under each Lease.

4. ACCEPTANCE OF EQUIPMENT; PAYMENTS. With respect to each Schedule, You will inspect and test the operation of the Equipment upon its delivery and You will notify Us within ten (10) days of delivery if the Equipment is not satisfactory. YOU AGREE THAT IF YOU FAIL TO NOTIFY US THAT THE EQUIPMENT IS NOT SATISFACTORY WITHIN TEN (10) DAYS OF DELIVERY THEN THE EQUIPMENT SHALL BE IRREVOCABLY AND UNCONDITIONALLY ACCEPTED BY YOU. If requested, You will sign a separate Equipment delivery and acceptance certificate for each Schedule. We may at Our discretion verify by telephone such information regarding delivery and acceptance of the Equipment as we deem appropriate and any such telephone verification of Your acceptance will have the same effect as a written delivery and acceptance certificate signed by You. With respect to each Lease, You agree to pay a prorated Payment for the period from the date the Equipment is delivered to You until the Commencement Date of such Lease. This prorated payment will be based on the Payment shown in the related Schedule prorated on a 30 day calendar month and will be added to Your first invoice. Each Payment Period for a given Lease, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment due under the related Schedule, and (ii) applicable taxes and other charges provided for in the Lease. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay under a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations under the applicable Lease. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or $29.00 (or maximum amount permitted by law if less). You shall pay Us a returned check or non-sufficient funds charge of $20.00 for any returned or dishonored check or draft.

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of each Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that each Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If any Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the applicable Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY, LOCATION, OWNERSHIP; USE AND MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location specified in a Schedule unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during each Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under the applicable Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property, or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during each Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against

No schedule may be terminated early. The terms of this master lease are continued on the reverse or next page.

all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. With respect to each Lease, You have the choice of satisfying these insurance requirements for a given Lease by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement or any Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment, this Agreement and/or any Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations under this Agreement or any Lease. You agree not to assert against the Assignee any claim, defense or offset You may have against Us. You acknowledge that neither We nor the Supplier are agents of any Assignee.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement, each Lease and/or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term of each Lease, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment leased under each Lease. With respect to each Lease, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth in the related Schedule (or as otherwise agreed to). If You so request, and We permit the early termination of a Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of a Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Agreement and each Lease may include a profit to Us and/or the Supplier.

11. DEFAULT; REMEDIES. With respect to each Lease, You will be in default if (1) You fail to pay any amount due under any Lease within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any Lease or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations under any Lease (i) go out of business, (ii) commence dissolution proceedings, (iii) merge or consolidate into another entity, (iv) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (v) become insolvent, admit Your or their inability to pay Your or their debts, (vi) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), or (vii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator. If You default under a Lease, We may do any or all of the following: (A) cancel such Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due under such Lease, (ii) all remaining Payments for the remainder of the Term of such Lease discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of such Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due under such Lease to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under any Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of $250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of the applicable Lease, including Your obligation to make Payments and pay all other amounts due thereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement and each Lease shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement or a Lease, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement or a Lease shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION**. If any amount charged or collected under this Agreement or any Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each Lease shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any Lease is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof or thereof.

14. DOLLAR PURCHASE. This Section only applies to Leases under which You have been granted a $1.00 Purchase Option, as indicated on the related Schedule. With respect to any such Lease, at the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar ($1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing under such Lease, if any. You agree that prior to entering into any such Lease, You could have purchased the Equipment from the Supplier for a specific cash amount (the "Cash Price"), but instead You hereby choose and agree to purchase the Equipment by paying the Time Price (as defined herein) over the applicable Initial Term. The Time Price equals the sum of the Payments shown in the related Schedule, plus $1.00. If the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the Cash Price from the Time Price, (iii) the annual interest rate deemed applicable to such Lease is the rate that will amortize Our Investment down to $1.00 by applying all periodic Payments as payments, assuming that each periodic Payment is received by Us on the due date, and (iv) none of the other fees or costs We may charge You pursuant to such Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

15. MISCELLANEOUS. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, the Supplier and parties having an economic interest in this Agreement, a Lease and/or the Equipment. This Agreement and any Schedules, exhibits and other related documents (each a "document") may be executed in counterparts manually or by electronic means, by either party and, when transmitted to Us by fax, electronic or other means, shall be binding on You for all purposes as if manually signed. No document requiring Our signature is binding on Us until We sign it. For purposes of perfection of a security interest in chattel paper under the UCC, only the counterpart of a document that bears Our manually-applied signature and is marked "Original" or with a similar designation by Us or by Our assignee shall constitute "chattel paper" for purposes of perfection by possession, provided that if any document is stored in an electronic medium qualifying as "electronic chattel paper", then the counterpart identified by Us as the single "Authoritative Copy" shall be chattel paper for purposes of perfection by control, and any paper counterpart shall be deemed a copy, except to the extent that a process has occurred by which the electronic record of the chattel paper has been permanently destroyed or identified as being the non-authoritative version and a tangible printed version produced that indicates that it is the sole authoritative version, in which case such tangible version shall constitute the "Original" for purposes of perfection. No security interest in a document can be perfected by possession of any counterpart that is not the "Original", if in tangible form, or by control of the "Authoritative Copy" if in electronic form. For purposes of removing doubt as to the intention of this paragraph, any counterpart marked "Duplicate" or with any other designation identifying it as not being the chattel paper original shall be deemed a copy and possession of such copy shall not perfect any security interest claimed by the person in possession. You waive notice of Our acceptance of the document and receipt of a copy of the originally signed document. Notwithstanding anything herein to the contrary, if You sign or transmit any document to Us electronically, We reserve the right to require You to sign any document manually and to deliver to Us an original of such document containing Your manual signature. Effective on the date that You enter into this Agreement and each Schedule, You hereby represent and warrant to Us that (a) this Agreement and each such Schedule is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation and warranty is a material inducement to Us to acquire the Equipment to be leased under this Agreement and each Schedule, and (b) You and any other person who You control, own a controlling interest in, or who owns a controlling interest in or otherwise controls You in any manner ("Customer Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither You nor any Customer Representative is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State.

Lessee has reviewed this page.

Lessee Initials

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone (972) 755 8200
Fax (972) 755 8210
www.vartechnologyfinance.com

VAR TECHNOLOGY FINANCE

Exhibit A

Equipment Lease Schedule No.

This Equipment Lease Schedule (this **"Schedule"**) is made and entered into as of the _____ day of _____, _____, by and between **VAR Technology Finance** (hereinafter "**We**," "**Us**" or "**Our**") and _____. (hereinafter "**You**" or "**Your**"). This Schedule is entered into subject to that certain Master Lease Agreement No. (the **"Master Agreement"**) between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the Equipment identified below. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment – **INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)**

See attached Schedule A

Equipment Supplier: VAR Technology Finance

Equipment Location Address: _____

Initial Term: _____Months

Commencement Date of this Lease: _____ (completed by Us following Our acceptance of this Schedule)

Payment*: $_____(*Plus Applicable Taxes)

Payment Period: ☐ Month ☐ Quarter ☐ Year ☐ Other:

$0.00 Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

☐ First Lease Payment ☐ First and Last Lease Payments ☐ Other: Zero advance payments, payments due in arrears

Security Deposit: $_____

Documentation/Processing Fee: $75.00

Purchase Option at end of Original Term: ☐ None ☐ Fair Market Value as of end of Original Term ☐ One Dollar ($1.00) ☐ Other:

The above equipment purchase options may be exercised by You **only** at the end of the Initial Term. If You are in default under the Master Agreement or this Schedule at the time You desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option.

This Schedule is non-cancelable and may not be terminated early.

VAR Technology Finance

By: X _____

Date: _____

You: _____

By: X _____

Name (Print): _____

Title: _____

Date Signed: _____

SAMPLE

VAR TECHNOLOGY FINANCE

GOVERNMENT ADDENDUM
AGREEMENT

t
Addendum to Agreement # , between _____, as Customer and VAR Technology Finance, as Lessor. The words "you" and "your" refer to Customer. The words we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is $1.00 or $101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security

interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

SAMPLE

VAR Technology Finance	
Lessor	Customer
	X
Signature	Signature
Title Date	Title Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Return to Agenda

Village of Lincolnshire

Agenda Item
3.51 COW

REQUEST FOR BOARD ACTION
Committee of the Whole
March 11, 2019

Subject:	Consideration of a Contract with Chicagoland Paving Contractors, Inc. of Lake Zurich, IL to Resurface the North Park Tennis Courts in an Amount not to Exceed $45,000.00 (Village of Lincolnshire)
Action Requested:	Consideration, Discussion and Placement on the March 18, 2018 Village Board Meeting Consent Agenda
Originated By/Contact:	Bradford H. Woodbury, Public Works Director
Referred To:	Village Board

Summary / Background:
The tennis courts located at North Park are in need of repair and resurfacing. There are several identified locations where the courts are cracked and/or heaving and in a state of disrepair. The original court was installed in 2003 and has not been resurfaced to date. The two courts have several surface cracks and separations running through the middle of each court.

This project includes resurfacing of the two tennis court areas and color coating of the affected tennis court areas after the project is completed. Please see the photos below which provide greater detail on the existing condition of the playing surface at the North Park tennis courts:

Figure 1–Tennis Court North End

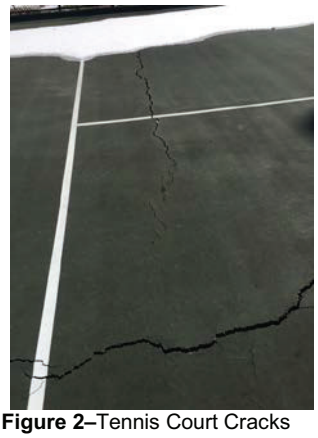

Figure 2–Tennis Court Cracks Close-Up

Figure 3–Tennis Court Cracks East End

Budget Impact:
The 2019 budget includes $35,000 in Parks General Capital account #51-22-86-1402 towards this project. The lowest responsible bid for this project came in at $45,000.00 which is $10,000.00 over the budgeted amount. Staff based the 2019 budget number off the bids received for the Balzer Tennis Courts in 2018. Staff partnered with the City of Evanston on this project in an effort to obtain better pricing, but the bid responses still came in above budget. Staff recommends moving forward with the low bid Chicagoland Paving of Lake Zurich, IL in an amount not to exceed $45,000.00

Village of Lincolnshire

Agenda Item 3.51 COW

Service Delivery Impact:
The resurfacing of the existing tennis courts are necessary for the safety of tennis players who frequent North Park.

Recommendation:
Bids were publicly opened and read aloud on February 28, 2018. When the bids were read aloud, only two bids were read; Allstar Asphalt Inc. and Evans & Sons Blacktop. After the bid opening, staff was made aware that there was a sealed bid that was submitted the day before that met the delivery and bidding requirements, but was not put with the other sealed bids. Since the bid was submitted properly and still sealed, staff opened the bid from Chicagoland Paving and it was included in the bidding results for this project.

Chicagoland Paving Contractors Inc. is a reputable contractor who has performed similar work in Skokie, Downers Grove and multiple schools throughout Cook and Lake County and most recently completed the Balzer Park Tennis Court project in 2018. While the low bid for the work is currently $10,000.00 over budget, Staff is recommending approval of a bid with Chicagoland Paving, Inc. of Lake Zurich, IL in an amount not to exceed $45,000.00.

Reports and Documents Attached:
- 2019 North Park/Lovelace Park Tennis Court Resurfacing Bid Specifications
- February 28, 2019 North Park/Lovelace Park Tennis Court Resurfacing Bid Tabulation

Meeting History	
Initial Referral to Village Board:	**March 11, 2019**

Return to Agenda

North Park/Lovelace Park Tennis Court Resurfacing Project - Village of Lincolnshire/City of Evanston
Sealed Bid opening: 10:00am February 28, 2019

	Allstar Ashpalt Inc. Wheeling, IL	Chicagoland Paving Lake Zurich, IL	Evans & Sons Blacktop West Chicago, IL
North Park Tennis Court Resurfacing			
Lump Sum Cost of Work:	**$63,800.00**	**$45,000.00**	**$50,000.00**
	Allstar Ashpalt Inc. Wheeling, IL	**Chicagoland Paving Lake Zurich, IL**	**Evans and Sons Blacktop, Inc. West Chicago, IL**
Lovelace Park Tennis Court Resurfacing			
Lump Sum Cost of Work:	**$161,000.00**	**$124,000.00**	**$158,000.00**

VILLAGE OF LINCOLNSHIRE
CITY OF EVANSTON
2019 NORTH PARK AND LOVELACE PARK TENNIS
COURT RESURFACING PROJECT

TO: Mayor and Board of Trustees
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, Illinois 60069

19-65 E/M
BID DATE: 2.28.19
BID TIME: 10:00
WITH PRINTS: LG SM NO
COMPLETE DATE/DAYS

FROM: _____
Company

Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

City State Zip

( ) 847 550 9681
Telephone

Dear Mayor and Trustees:

We, the undersigned, hereby propose to furnish all labor, materials, tools and services required to conduct the **North Park Tennis Court Resurfacing Project** for the Village of Lincolnshire, Illinois and the **Lovelace Park Tennis Court Resurfacing Project** for the City of Evanston in accordance with the Plans and Specifications, Notice to Bidders, Instructions to Bidders, and forms of Contract and bid bond.

The undersigned declares that we have examined said Plans and Specifications and acknowledges that the same are accurate and complete and are approved by the undersigned.

The undersigned agrees that the contract shall be for a one year period, but shall provide that it can be extended, on an annual basis, at the option of the Village of Lincolnshire in its sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal.

The undersigned agrees to commence work not later than 10 calendar days of the notice to proceed from the Village, and to complete the project within the time frame specified in the Terms and Conditions.

RETURN WITH BID

The Contractor understands that a contract to purchase products and/or work shall be formed based upon the terms of the RFP upon acceptance of Contractor's proposal by the Village and that the Village will not execute any form of contract submitted by the Contractor. No substitutes will be permitted unless specified by the Contractor in the proposal and approved by the Village.

The undersigned submits the following Schedule of Unit Prices for the work to be performed as shown on the Plans and Specifications, and agrees that the items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

The undersigned has received and considered in this proposal the following:

Addendum # 1 2-2019
Addendum # _____
Addendum # _____

If no addenda were received, mark not applicable.

The undersigned agrees to submit a performance bond equal to 110% of the value of the contract amount at the time of execution of the contract with the successful bidder.

The prices stated in this proposal are guaranteed for 45 days from the date hereof, and if awarded the work within that period, we agree to complete the work covered by this Proposal at said prices.

Dated this 28 day of Feb 20 19.

Respectfully submitted,

WR Bowen
Company

By William R. Bowos, V.P.
Title

Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

RETURN WITH BID

VILLAGE OF LINCOLNSHIRE

2019 NORTH PARK TENNIS COURT RESURFACING

BID FORM

CONTRACTOR'S NAME: Chicagoland Paving Contractors Inc.

ADDRESS: 225 Telser Road
Lake Zurich, IL 60047

TELEPHONE NUMBER: 847 550 9681

PRINTED NAME: William R. Bowes

SIGNATURE: [signature]

DATE: 2/28/19

COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lincolnshire, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

LOCATION: NORTH PARK , 1025 RIVERWOODS ROAD, LINCOLNSHIRE, IL 60069

FOR THE LUMP SUM OF Forty Five Thousand **Dollars ($** 45,000 - **)**

[Include breakdown of unit and total prices for items as required.]

RETURN WITH BID

CITY OF EVANSTON

LOVELACE PARK TENNIS COURT RESURFACING PROJECT

BID FORM

CONTRACTOR'S NAME: Chicagoland Paving Contractors Inc.

ADDRESS: 225 Telser Road
Lake Zurich, IL 60047

TELEPHONE NUMBER: 847 550 9681

PRINTED NAME: William R. Bowas

SIGNATURE: [signature]

DATE: 2/28/19

COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lincolnshire, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

LOCATION: LOVELACE PARK, GROSS POINT RD. AND THAYER STREET, EVANSTON, ILLINOIS 60201

BASE BID SUM OF One Hundred Fourteen Thousand **Dollars ($** 114,000 **)**
ALLOWANCE SUM OF Ten Thousand **Dollars ($** 10,000.00 **)**
FOR TOTAL LUMP SUM OF One Hundred Twenty Four Thousand **Dollars ($** 124,000 **)**

[Include breakdown of unit and total prices for items as required below.]

Return to Agenda

CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
Tel: 847-550-9681 Fax: 847-550-9684
Office@chicagolandpaving.com

Certificate of Resolution

I, Kevin Meartz, President of CHICAGOLAND PAVING CONTRACTORS, Inc., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:

RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes William R. Bowes, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, Inc.

FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.

Executed in Lake Zurich, IL on May 26, 1988.

By: _____
Kevin Meartz, President

Unit Prices:

The undersigned submits the following UNIT PRICING LIST to be performed as described in the specifications, and agrees that items of work not specifically mentioned which are necessary and required to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work from the estimated quantities shown below. Unit prices for individual line items shall be used for the project's schedule of values, pay applications and will also be used to determine the amount to ADD TO or DEDUCT FROM the contract LUMP SUM PRICE for properly authorized additional or deducted work. **Include the total cost of each unit price item in the Lump Sum Base Bid Amount above.**

Item	Description	Unit	Base Bid Quantity	Unit Price*
1	Remove and replace 10' high chain link fence fabric	FOOT	100	$ 60-
2	Remove and replace line post and footing (10' exposed height)	EA	10	$ 100-
3	Crack Repair	FOOT	600	$ 10-

* Costs to be provided by Bidder

Allowance:

The allowance is intended to address items not able to be precisely determined prior to bidding including unforeseen conditions that are discovered during the course of construction. At the end of the project, unspent allowance shall be credited to owner via change order.

RETURN WITH BID

CONTRACTOR'S CERTIFICATION

Chicagoland Paving, of Lake Zurich, Illinois, as part of its bid on a contract for North Park / Lovelace Tennis Crt. for the Village of Lincolnshire, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Article 33E of Chapter 720 of the Illinois Compiled Statutes, 1994.

Chicagoland Paving, having submitted a bid/proposal for **North Park Tennis Court Resurfacing** to the Village of Lincolnshire and **Lovelace Park Tennis Court Resurfacing Project** to the City of Evanston, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with Chapter 775 ILCS 5/2-105(A), 1994.

I, William R. Bowes duly authorized agent for Chicagoland Paving having been first duly sworn depose and state as follows:

1. The above-named company is not delinquent in payment of any tax administered by the Illinois Department of Revenue or if it is:

2. a. It has previously filed the appropriate document contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or

   b. It has entered into an agreement with the Department of Revenue for payment of all its taxes due and is in compliance with that agreement.

By: WR Bowes
Signature

William R. Bowes
Name, printed
Authorized Agent of Contractor

Subscribed and sworn to
before me this 28 day
of Feb, 2019.

Julie C Heiderman
Notary Public

OFFICIAL SEAL
JULIE C HEIDERMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/05/22

RETURN WITH BID

PREVAILING WAGE ACT
NOTIFICATION TO CONTRACTORS

Pursuant to P.A. 96-0437, effective January 1, 2010, a public body that fails to provide written notice to its public works contractors that a project is subject to Illinois prevailing wage requirements is, itself, liable for interest, penalties and fines as stated under Section 4(a-3) of the Act. Failure by the public body to provide written notice does not relieve the contractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, to the extent applicable under the Act. This notice is being provided for the mutual benefit of you and the Village.

This contract may call for the performance or delivery of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors, to the extent that the Act applies, to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Related to the Act, the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1, et seq., requires contractors and subcontractors performing services on public works to have in place a written substance abuse program, which meets or exceeds the program requirements in this Act, on file with the Village.

As the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website, the revised prevailing rate of wages shall apply to this contract and the cost therefore shall be borne solely by the contractor.

To the extent that the Act applies, all contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping and submittal duties, including the Substance Abuse Prevention on Public Works Act. If the contractor determines that the Act does not apply to it, contractor shall—in lieu of certified payrolls—submit a letter stating that the Act does not apply to it and setting forth the reasons therefore.

RETURN WITH BID

SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECTS

NAME	ADDRESS/CONTACT	WORK TO BE PERFORMED
US Tennis	204 Industrial Lockport IL 60441 815-1588 3700	Color Coat
GPS	1502 River Terrace Johnsburg IL 60051 815-271-5835	Crack Fill

RETURN WITH BID

CONTRACTOR REFERENCES

Please list below four (4) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: please see attached
Address: _____
City, State, Zip Code: _____
Contact Person/ Telephone Number: _____
Dates of Service/ Award Amount: _____

Municipality: _____
Address: _____
City, State, Zip Code: _____
Contact Person/Telephone Number: _____
Dates of Service/ Award Amount: _____

Agency: _____
Address: _____
City, State, Zip Code: _____
Contact Person/ Telephone Number: _____
Dates of Service/ Award Amount: _____

Agency: _____
Address: _____
City, State, Zip Code: _____
Contact Person/ Telephone Number: _____
Dates of Service/ Award Amount: _____

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Chicagoland Paving Contractors, Inc.
225 Telser Road Lake Zurich, IL 60047
Phone: 847-550-9681 Fax: 847-550-9684

TENNIS COURT REFERENCE LIST

Lake Zurich CUSD #95
2016 Site Improvements
$1,429,901.75
Mr. Leo Morand, Gewalt Hamilton – 847-478-9700
Mr. Lyle Erstad, CUSD #95 Facilities Manager – 847-540-3414

Lake Forest High School District 115
Lake Forest H.S. West Campus Paving & Tennis Court
$379,900.00
Mr. Rick Young
Perkins & Will
312-755-4757

Community High School District #117 (Lake Villa)
Lakes H.S. Tennis Court Resurfacing Improvements
$377,122.20
Ms. Carissa Smith
Gewalt Hamilton
847-478-9700

Glen Ellyn Park District
Spring Ave. Recreation, Newton Park & Village Green Tennis
$299,896.26
Mr. Dan Hopkins
Glen Ellyn Park District
630-942-7265

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Julie Heiderman

From: Marc Facchini <mfacchini@lincolnshireil.gov>
Sent: Monday, February 04, 2019 8:35 AM
To: office@chicagolandpaving.com
Subject: Lincolnshire - Evanston Tennis Court Resurfacing Project
Attachments: 2019_Lincolnshire_Evanston_Tennis_Court_Resurfacing_Bid_Specifications.pdf

Good morning,

The Village of Lincolnshire and City of Evanston will be resurfacing tennis courts this season. Please see the attached bid information. Thank you!

Sincerely,

Marc Facchini | Public Works Management Analyst

Village of Lincolnshire
One Olde Half Day Road, Lincolnshire, IL 60069

Direct: 847-913-2356 | Email: mfacchini@lincolnshireil.gov
Website: http://www.lincolnshireil.gov

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VILLAGE OF LINCOLNSHIRE
CITY OF EVANSTON

NOTICE TO BIDDERS

NORTH PARK TENNIS COURT RESURFACING PROJECT
LOVELACE PARK TENNIS COURT RESURFACING PROJECT

The Village of Lincolnshire will receive sealed proposals until 10:00 a.m. on February 28, 2019, at the Village Hall, located at One Olde Half Day Road, Lincolnshire, IL 60069, at which time and place the proposals will be publicly opened.

The proposed project consists of the resurfacing and equipping of two tennis courts located at North Park in Lincolnshire located at 1025 Riverwoods Road, Lincolnshire, Illinois 60069 and Lovelace Park in Evanston located at Gross Point Rd. and Thayer Street, Evanston, Illinois 60201. Proposal specifications will be made available free of charge beginning February 4, 2019, at the Village Hall of the Village of Lincolnshire, Lake County, One Olde Half Day Road, Lincolnshire, Illinois or on the Village website at www.lincolnshireil.gov

All Contracts for the construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570). This project is considered to be a maintenance project.

The Village of Lincolnshire reserves the right to defer the acceptance of a bid, to accept or reject any and all bids, to waive technicalities and to accept the bid which best meets the needs and requirements of the Village as outlined in the Request for Bidders.

VILLAGE OF LINCOLNSHIRE

Bradford H. Woodbury
Public Works Director

Village of Lincolnshire/City of Evanston

LOVELACE PARK TENNIS COURT RESURFACING PROJECT

ADDENDUM #1

February 20, 2019

TO ALL BIDDERS:

Please add the following section to page 26 of the bid specifications for the City of Evanston:

20. Completion:

"All work at Lovelace Park tennis court must be completed by June 14, 2019. In the event the work is not completed by this date, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of $750.00 per day for each calendar day beyond those dates, until completion of the work has been achieved. This payment is for liquidated damages, in addition to any other damages that may be incurred by the City, and not as a penalty. All such liquidated damages may be set-off against any moneys that may be due the contractor. "

Please indicate receipt of this addendum on the third page of the proposal document which contains the addendum section, and attach a copy of the addendum to your sealed bid.

Village of Lincolnshire
Bradford H Woodbury, Public Works Director

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Village of Lincolnshire

Agenda Item
3.52 COW

REQUEST FOR BOARD ACTION
Committee of the Whole
March 11, 2019

Subject:	Landscaping for Riverwoods Road Bike Path between Whytegate Park and Daniel Wright Jr. High
Action Requested:	Information Only
Originated By/Contact:	Wally Dittrich, P.E., Assistant Public Works Director/Village Engineer
Referred To:	Mayor and Board of Trustees

Summary / Background:
Staff plans to introduce materials regarding this project to familiarize the Village Board in advance of a larger discussion planned for the March 18th Committee of the Whole Meeting. As part of the construction of the Riverwoods Road bike path between Whytegate Park and Daniel Wright Middle School, tree removal will be required per the attached exhibit. Staff has worked with the project designers and the Lake County Division of Transportation on recommended replacement plantings along the bike path to be located both on Village property and County right-of-way. Tree removals will be marked in the field with yellow ribbon, in advance of the March 18, 2019 Village Board meeting, so board members can see what trees will be removed to allow for the construction of the bike path. Also included is a rendering of plantings proposed for the watermain easement along Brampton behind the Manors of Whytegate subdivision to soften the look of the trees previously removed to make room for the new watermain connection. Staff intends to discuss the Village Board's thoughts on these concepts during the March 18th Committee of the Whole meeting after board members have had a chance to visit the site and observe existing conditions.

Budget Impact:
TBD

Service Delivery Impact:
N/A

Recommendation:
N/A

Reports and Documents Attached:
- Bike Path Tree Removal Exhibit
- Riverwoods Tree Planting Plan
- Brampton Planting Concept at Watermain Easement Area

Meeting History	
Initial Referral to Village Board (COW):	March 11, 2019
Regular Village Board Meeting:	March 18, 2019

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FILE NAME = 4904.003 Residents Exhibit.dwg	USER NAME = MARK COBB	DESIGNED - MGC	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	CONSTRUCTION EXHIBIT RIVERWOODS ROAD PATH - LINCOLNSHIRE, ILLINOIS	F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS / SHEET NO.
		DRAWN - JMR	REVISED -			2698	18-00024-00-BT	LAKE	2 / 1
	PLOT SCALE = 1" = .0833'	CHECKED - KLB	REVISED -					CONTRACT #:	
	PLOT DATE = 11/8/2018	DATE - 11/9/18	REVISED -		SCALE: 1"=20' SHEET NO. 1 OF 2 SHEETS STA. 0+00 TO STA. 11+00			ILLINOIS FED. AID PROJECT	

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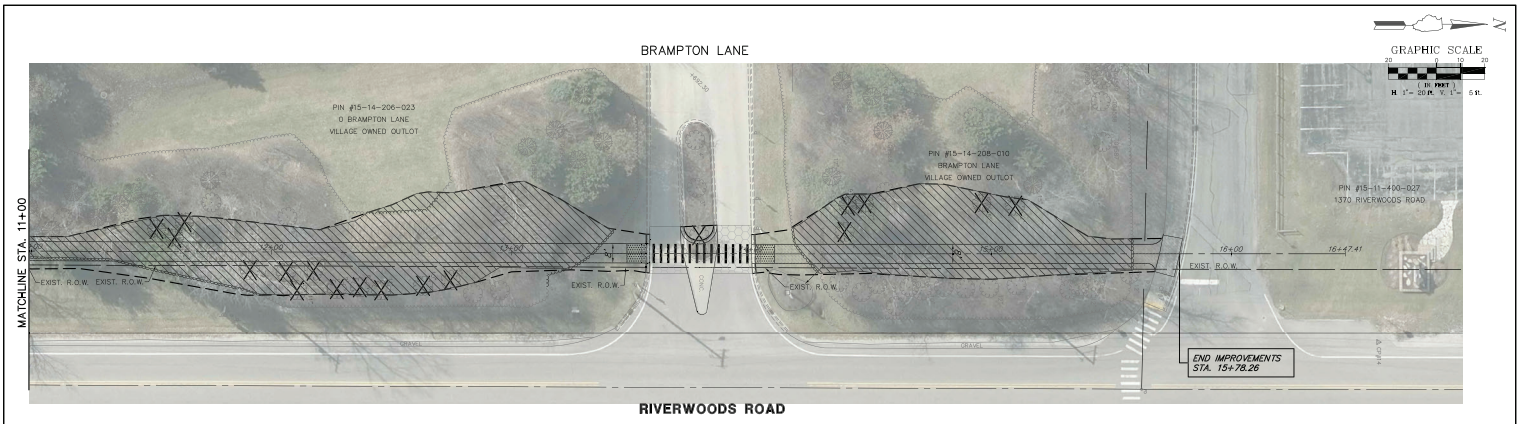

LEGEND

- TREE/SHRUB REMOVAL
- LIMIT OF CONSTRUCTION
- BRUSH REMOVAL

GRAPHIC SCALE

FILE NAME = 4904.003 Residents Exhibit.dwg	USER NAME = MARK COBB	DESIGNED - MGC	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	CONSTRUCTION EXHIBIT RIVERWOODS AND WESTMINSTER PATHS - LINCOLNSHIRE, IL.	F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DRAWN - JMR	REVISED -			2698	18-00024-00-BT	LAKE	2	2
	PLOT SCALE = 1" = .0833'	CHECKED - KLB	REVISED -					CONTRACT #:		
	PLOT DATE = 11/8/2018	DATE - 11/9/18	REVISED -		SCALE 1"=20' SHEET NO. 2 OF 2 SHEETS STA. 11+00 TO STA. 15+69.91			ILLINOIS FED. AID PROJECT		

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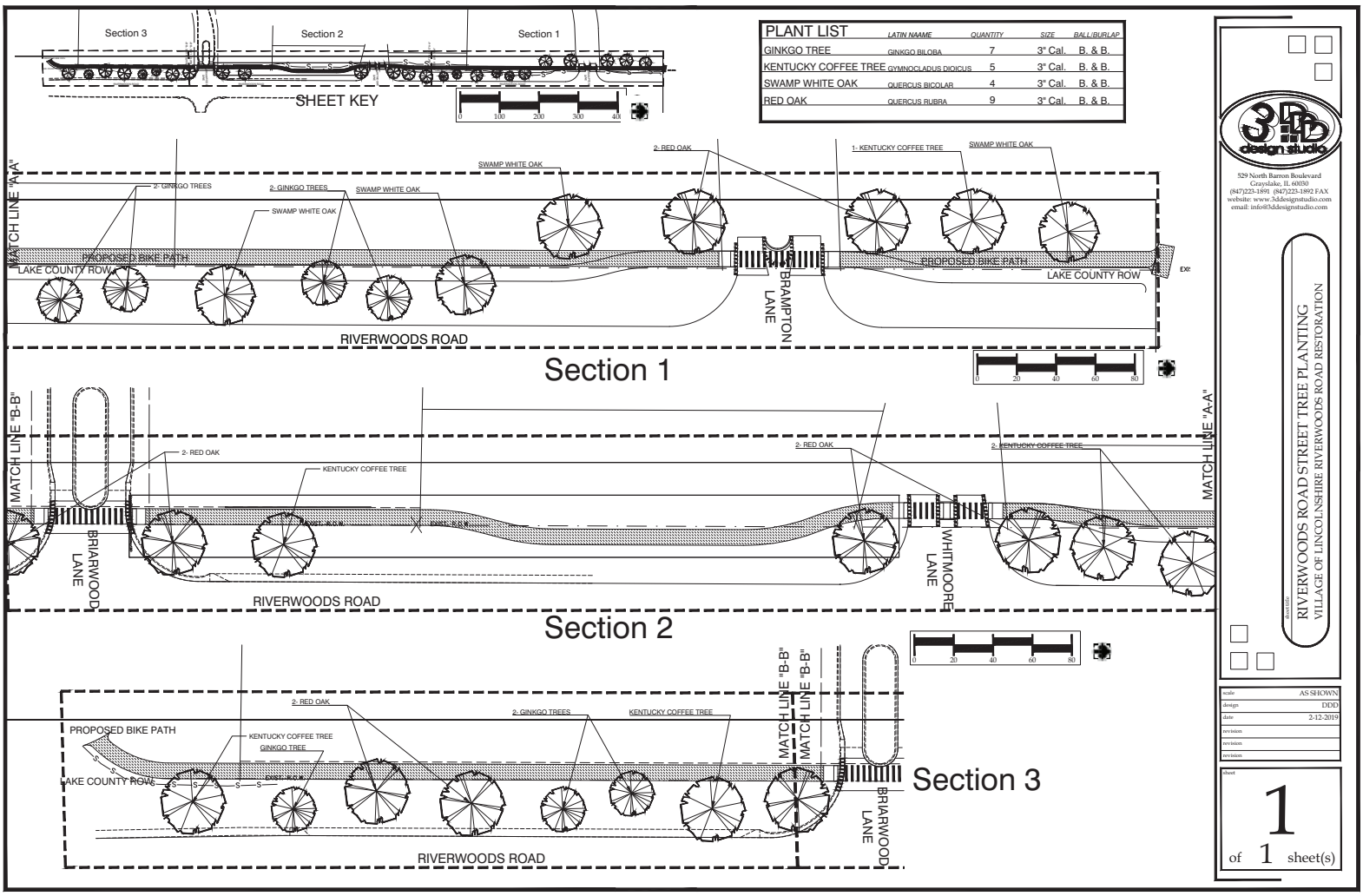

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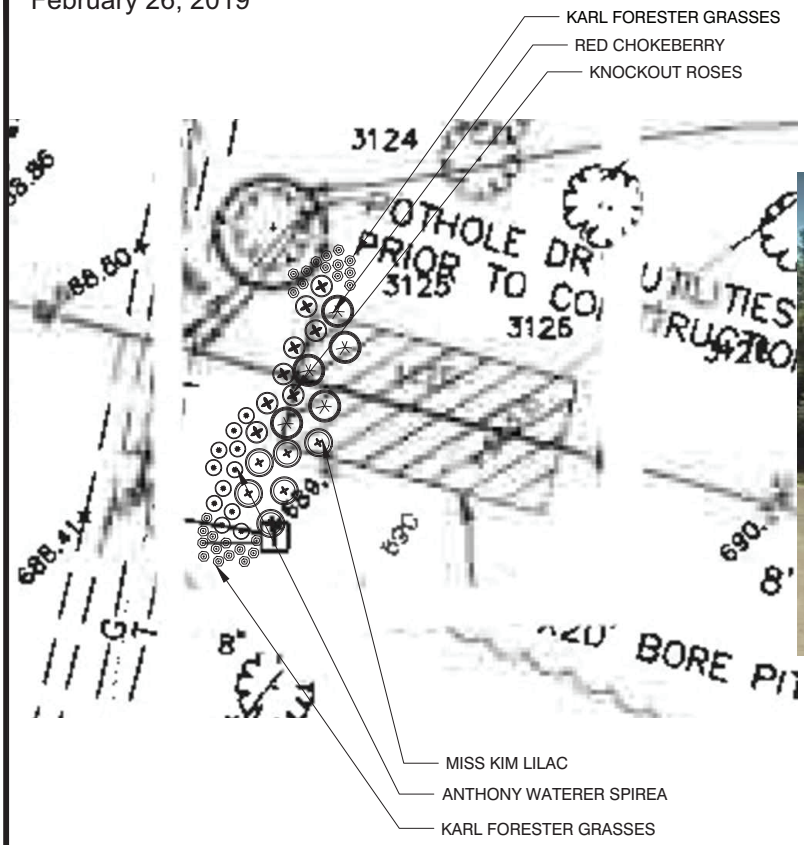
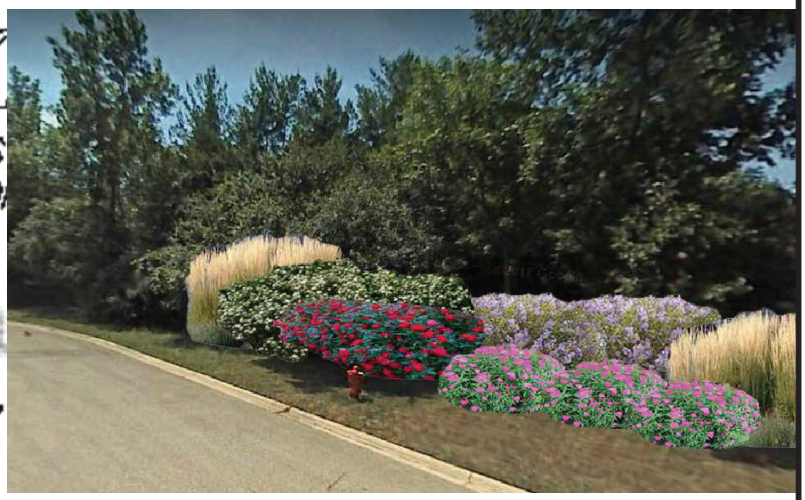
Brampton Lane Water Main Restoration Landscape Plan

Village of Lincolnshire

February 26, 2019



Conceptual Rendering of Shrub and Grasses Plantings



529 N. BARRON BLVD.
GRAYSLAKE, IL 60030
847.223.1891
847.223.1892 (FAX)
3ddesignstudio@3ddesignstudio.com