



**AGENDA**  
**REGULAR VILLAGE BOARD MEETING**  
**Village Hall – Board Room**  
**Monday, September 23, 2019**  
**7:00 p.m.**

*Reasonable accommodations/auxiliary aids will be provided to enable persons with disabilities to effectively participate in any public meetings of the Board. Please contact the Village Administrative Office (847.883.8600) 48 hours in advance if you need special accommodations to attend. Regular Village Board Meetings will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so.*

**CALL TO ORDER**

**1.0 ROLL CALL**

**2.0 PLEDGE OF ALLEGIANCE**

**3.0 REPORTS OF OFFICERS**

3.1 Mayor's Report

3.2 Village Clerk's Report

3.3 Village Treasurer's Report

3.31 Revenues and Expenditures for the Month of August, 2019

3.4 Village Manager's Report

**4.0 PAYMENT OF BILLS**

4.1 Bills Presented for Payment on September 23, 2019 in the amount of \$506,471.69

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

**6.0 PETITIONS AND COMMUNICATIONS**

**7.0 CONSENT AGENDA**

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

7.1 Approval of September 9, 2019 Regular Village Board Meeting Minutes

7.2 Approval of September 9, 2019 Committee of the Whole Meeting Minutes

7.3 New Medical Office Building – 231 Olde Half Day Road (Alexander and Julia Katsnelson)

(A) Consideration of Exterior Architectural Design of a Proposed New Medical Building per Section 6-14-4-E of the Lincolnshire Village Code (Site Plan, Building Design, and Landscape Plan)

- (B) Consideration of a Resolution Approving a Plat of Dedication for Right-of-Way and Plat of Easement for Public Utilities and Drainage for 231 Olde Half Day Road

- 7.4 Approval of a Multi-Year Contract with The Mulch Center for Leaf Hauling and Disposal (Village of Lincolnshire)

## 8.0 ITEMS OF GENERAL BUSINESS

### 8.1 Planning, Zoning & Land Use

- 8.11 **PUBLIC HEARING** Regarding a Major Amendment to Special Use Ordinance 03-1864-41 for a Planned Unit Development for a Continuing Care Retirement Campus (Sedgebrook) to Allow Temporary Events and Mobile Food Vendors (Sedgebrook Propco SL LLC)
- 8.12 Approval of an Ordinance Amending a Special Use for a Planned Unit Development for a Continuing Care Retirement Campus (Sedgebrook) to Allow Temporary Events and Mobile Food Vendors (Sedgebrook Propco SL LLC – Waiver of First Reading Requested)

### 8.2 Finance and Administration

### 8.3 Public Works

- 8.31 Approval of a Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code – January 1, 2019 to December 31, 2019 (Village of Lincolnshire – Waiver of First Reading)
- 8.32 Approval of a Contract for the Construction of the Village of Lincolnshire's 2019 Road and Bike Path Resurfacing Project with Builders Asphalt, Rosemont, IL in an Amount not to Exceed \$892,000.00 (Village of Lincolnshire)
- 8.33 Approval of a Professional Services Agreement with Baxter & Woodman Consulting Engineers for Phase 3 – Construction Observation Services for 2019 Road and bike Path Resurfacing Project in an Amount not to Exceed \$49,940.00 (Village of Lincolnshire)
- 8.34 Approval of an Agreement with the Illinois Department of Transportation (IDOT) for Stage 3 Improvements for the Illinois Transportation Enhancement Program (ITEP) Grant Project (Village of Lincolnshire)
- 8.35 Approval of a Professional Services Agreement with Gewalt Hamilton Associates, Inc. for Phase 3 – Construction Observation Services for Stage 3 Improvements for the Illinois Transportation Enhancement Program (ITEP) Grant Project in an Amount not to Exceed \$38,771.00 (Village of Lincolnshire)

### 8.4 Police

### 8.5 Parks and Recreation

### 8.6 Judiciary and Personnel

## 9.0 REPORTS OF SPECIAL COMMITTEES

## 10.0 UNFINISHED BUSINESS

## 11.0 NEW BUSINESS

## 12.0 ADJOURNMENT



VILLAGE OF LINCOLNSHIRE  
REVENUE / EXPENSE BUDGET SUMMARY

PERIOD ENDING 08/31/2019  
FISCAL YEAR 2019

	2018 Year-To-Date			2019 Year-To-Date		
	Revenue	Expense	OVER/(UNDER)	REVENUE	EXPENSE	OVER/(UNDER)
<b>GENERAL FUND</b>						
Revenue	8,185,896			8,235,886		
Administration		198,322			224,026	
Finance		225,175			241,198	
Police		2,228,846			2,330,048	
Community & Economic Dev.		679,182			572,271	
Insurance / Common		849,716			1,106,181	
PW: Administration		173,546			190,096	
PW: Streets & Storm Water		721,087			821,838	
PW: Forestry & Parks		898,906			957,271	
PW: Facilities		83,569			116,978	
Debt & Transfers		600,000			700,000	
<b>TOTAL GENERAL FUND</b>	<b>\$ 8,185,896</b>	<b>\$ 6,658,349</b>	<b>\$ 1,527,547</b>	<b>\$ 8,235,886</b>	<b>\$ 7,259,908</b>	<b>\$ 975,977</b>
<b>ENTERPRISE FUNDS</b>						
Water & Sanitary Sewer Revenue	2,991,503			3,192,247		
Water & Sanitary Sewer Administration		647,727			961,311	
Water & Sanitary Sewer Operating		2,329,554			2,349,568	
Water & Sanitary Sewer Improvements	925,978	1,687,148		1,545,777	870,642	
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$ 3,917,481</b>	<b>\$ 4,664,429</b>	<b>\$ (746,947)</b>	<b>\$ 4,738,024</b>	<b>\$ 4,181,520</b>	<b>\$ 556,504</b>
<b>NON-OPERATING FUNDS</b>						
Motor Fuel Tax	127,643	175,000	(47,357)	121,410	-	121,410
Fraud Alcohol Drug Enforcement	5,751	-	5,751	6,658	6,417	241
Vehicle Maintenance	326,800	298,775	28,025	321,140	357,792	(36,652)
E-911	263,613	224,333	39,279	102,783	115,453	(12,670)
Park Development	30,820	416,482	(385,662)	781,181	-	781,181
General Capital	23,213	590,331	(567,118)	-	546,874	(546,874)
<b>TOTAL NON-OPERATING FUNDS</b>	<b>\$ 777,839</b>	<b>\$ 1,704,921</b>	<b>\$ (927,082)</b>	<b>\$ 1,333,172</b>	<b>\$ 1,026,536</b>	<b>\$ 306,636</b>
<b>TRUST FUNDS</b>						
Police Pension Fund**	1,261,249	858,358	402,892	3,221,340	920,386	2,300,954
Sedgebrook SSA	1,157,069	1,151,729	5,340	603,244	1,152,758	(549,514)
<b>TOTAL TRUST FUNDS</b>	<b>\$ 2,418,318</b>	<b>\$ 2,010,087</b>	<b>\$ 408,232</b>	<b>\$ 3,824,584</b>	<b>\$ 2,073,143</b>	<b>\$ 1,751,441</b>

\*\*The Police Pension amounts are as of 7/31/2019. The Pension Board contracts their accounting services; which sometimes results in a reporting delay.

**VILLAGE OF LINCOLNSHIRE  
REVENUES AND EXPENSES BY FUND**

**08/31/2019**

**66.7% of Fiscal Year is Complete**

	Annual Budget	Year-to-Date	% Used	Significant Facts
<b>GENERAL FUND</b>				
<b>REVENUES</b>				
Taxes	11,148,200	6,898,619	61.9%	Sales Tax % of Budget 61.5%
				Local HR Sales Tax % of Budget 63.9%
				Food & Beverage % of Budget 69.6%
				Room & Admission % of Budget 73.3%
				Real Estate Transfer % of Budget 94.6%
Licenses & Fees	737,000	572,432	77.7%	Building Permit Fee Revenue \$199,656
				Bldg Permits % of Licenses & Fees 34.9%
Fines & Forfeitures	227,000	172,410	76.0%	
Allotments, Grants & Reimbursements	339,300	273,969	80.7%	
Miscellaneous	87,840	109,231	124.4%	
Other Income	87,000	209,225	240.5%	
<b>TOTAL REVENUES</b>	<b>\$ 12,626,340</b>	<b>\$ 8,235,886</b>	<b>65.2%</b>	
<b>EXPENSES</b>				
Personnel Expenses	300,520	197,938	65.9%	
Contractual Services	3,200	-	0.0%	
Other Charges	33,800	26,088	77.2%	
<b>Administration</b>	<b>337,520</b>	<b>224,026</b>	<b>66.4%</b>	
Personnel Expenses	311,940	216,950	69.5%	
Contractual Services	23,630	21,989	93.1%	
Other Charges	4,720	2,259	47.9%	
<b>Finance</b>	<b>340,290</b>	<b>241,198</b>	<b>70.9%</b>	
Personnel Expenses	3,678,090	2,009,205	54.6%	
Contractual Services	152,760	86,864	56.9%	
Commodities	34,660	36,294	104.7%	
Other Charges	147,100	85,285	58.0%	
Transfers Out	168,600	112,400	66.7%	
<b>Police</b>	<b>4,181,210</b>	<b>2,330,048</b>	<b>55.7%</b>	
Personnel Expenses	473,050	331,589	70.1%	
Contractual Services	157,800	50,876	32.2%	
Other Charges	481,350	186,593	38.8%	
Transfers Out	4,820	3,213	66.7%	
<b>Community &amp; Economic Dev.</b>	<b>1,117,020</b>	<b>572,271</b>	<b>51.2%</b>	
Contractual Services	1,534,720	1,065,482	69.4%	
Commodities	14,400	6,746	46.8%	
Other Charges	82,100	33,953	41.4%	
<b>Insurance &amp; Common</b>	<b>1,631,220</b>	<b>1,106,181</b>	<b>67.8%</b>	
<b>Public Works</b>				
Personnel Expenses	205,940	144,209	70.0%	
Contractual Services	36,500	35,086	96.1%	
Other Charges	12,730	10,802	84.9%	
<b>Admin</b>	<b>255,170</b>	<b>190,096</b>	<b>74.5%</b>	
Personnel Expenses	529,650	424,149	80.1%	
Contractual Services	472,700	198,507	42.0%	
Commodities	94,300	92,571	98.2%	
Other Charges	13,630	10,272	75.4%	
Transfers Out	144,510	96,340	66.7%	
<b>Streets</b>	<b>1,254,790</b>	<b>821,838</b>	<b>65.5%</b>	

	Annual Budget	Year-to-Date	% Used	Significant Facts
Personnel Expenses	550,230	401,275	72.9%	
Contractual Services	622,980	454,049	72.9%	Includes Insurance Covered Exp
Commodities	51,000	21,482	42.1%	
Other Charges	10,730	6,605	61.6%	
Transfers Out	110,790	73,860	66.7%	
<b>Parks &amp; Open Space</b>	<b>1,345,730</b>	<b>957,271</b>	<b>71.1%</b>	
Contractual Services	167,300	100,244	59.9%	
Commodities	19,000	11,873	62.5%	
Other Charges	3,000	1,648	54.9%	
Transfers Out	4,820	3,213	66.7%	
<b>Buildings &amp; Grounds</b>	<b>194,120</b>	<b>116,978</b>	<b>60.3%</b>	
Transfers Out	1,837,591	700,000	38.1%	
<b>Debt &amp; Transfers</b>	<b>1,837,591</b>	<b>700,000</b>	<b>38.1%</b>	
<b>TOTAL EXPENSES</b>	<b>\$ 12,494,661</b>	<b>\$ 7,259,908</b>	<b>58.1%</b>	

### **WATER & SEWER FUND**

#### **REVENUES**

Licenses & Fees	5,221,000	3,179,321	60.9%
Miscellaneous Revenue	10,000	9,428	94.3%
Other Income	4,000	3,499	87.5%
<b>TOTAL REVENUES</b>	<b>\$ 5,235,000</b>	<b>\$ 3,192,247</b>	<b>61.0%</b>

#### **EXPENSES**

Personnel Expenses	257,670	179,995	69.9%
Contractual Services	223,245	178,199	79.8%
Commodities	1,600	745	46.6%
Other Charges	2,320	1,550	66.8%
Other Expenses	-	-	0.0%
Transfers Out	801,095	600,821	75.0%
<b>Administration</b>	<b>1,285,930</b>	<b>961,311</b>	<b>74.8%</b>
Personnel Expenses	543,330	362,867	66.8%
Contractual Services	3,296,630	1,921,421	58.3%
Commodities	27,450	27,414	99.9%
Other Charges	33,000	5,754	17.4%
Transfers Out	48,170	32,113	66.7%
<b>Operating</b>	<b>3,948,580</b>	<b>2,349,568</b>	<b>59.5%</b>
<b>TOTAL EXPENSES</b>	<b>\$ 5,234,510</b>	<b>\$ 3,310,879</b>	<b>63.3%</b>

### **WATER & SEWER IMPROVEMENT FUND**

#### **REVENUES**

Licenses & Fees	150,350	240,028	159.6%
Miscellaneous Revenue	-	-	0.0%
Other Income	7,000	4,927	70.4%
Transfers	1,813,040	1,300,821	71.7%
<b>TOTAL REVENUES</b>	<b>\$ 1,970,390</b>	<b>\$ 1,545,777</b>	<b>78.5%</b>

#### **EXPENSES**

Capital Outlay	2,474,000	870,642	35.2%
<b>TOTAL EXPENSES</b>	<b>\$ 2,474,000</b>	<b>\$ 870,642</b>	<b>35.2%</b>

Annual Budget	Year-to-Date
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% Used	Significant Facts
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**MOTOR FUEL TAX FUND**

**REVENUES**

Allotments, Grants & Reimbursements	183,820	120,797	65.7%
Other Income	500	613	122.5%
<b>TOTAL REVENUES</b>	<b>\$ 184,320</b>	<b>\$ 121,410</b>	<b>65.9%</b>

**EXPENSES**

Capital Projects	175,000	-	0.0%
<b>TOTAL EXPENSES</b>	<b>\$ 175,000</b>	<b>\$ -</b>	<b>0.0%</b>

**FRAUD, ALCOHOL & DRUG ENFORCEMENT FUND**

**REVENUES**

Other Income	-	6,658	0.0%
<b>TOTAL REVENUES</b>	<b>\$ -</b>	<b>\$ 6,658</b>	<b>0.0%</b>

**EXPENSES**

Other Charges	21,210	6,417	30.3%
Transfers	43,500	-	0.0%
<b>TOTAL EXPENSES</b>	<b>\$ 64,710</b>	<b>\$ 6,417</b>	<b>9.9%</b>

**VEHICLE MAINTENANCE FUND**

**REVENUES**

Transfers	481,710	321,140	66.7%
<b>TOTAL REVENUES</b>	<b>\$ 481,710</b>	<b>\$ 321,140</b>	<b>66.7%</b>

**EXPENSES**

Personnel Expenses	188,990	137,735	72.9%
Contractual Services	162,720	106,007	65.1%
Commodities	119,300	108,193	90.7%
Other Charges	10,850	5,858	54.0%
<b>TOTAL EXPENSES</b>	<b>\$ 481,860</b>	<b>\$ 357,792</b>	<b>74.3%</b>

**E911 FUND**

**REVENUES**

Taxes	340,000	102,767	30.2%
Other Income	50	16	31.4%
Transfers	-	-	0.0%
<b>TOTAL REVENUES</b>	<b>\$ 340,050</b>	<b>\$ 102,783</b>	<b>30.2%</b>

**EXPENSES**

Contractual Services	360,050	115,453	32.1%
<b>TOTAL EXPENSES</b>	<b>\$ 360,050</b>	<b>\$ 115,453</b>	<b>32.1%</b>

**PARK DEVELOPMENT FUND**

**REVENUES**

Other Income	624,500	781,181	125.1%
<b>TOTAL REVENUES</b>	<b>\$ 624,500</b>	<b>\$ 781,181</b>	<b>125.1%</b>

**EXPENSES**

Other Charges	-	-	0.0%
Transfers	991,000	-	0.0%
<b>TOTAL EXPENSES</b>	<b>\$ 991,000</b>	<b>\$ -</b>	<b>0.0%</b>

Annual Budget	Year-to-Date	% Used	Significant Facts
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## **GENERAL CAPITAL**

### **REVENUES**

Grants	-	-	0.0%
Other Income	917,740	-	0.0%
Transfers In	1,860,146	-	0.0%
<b>TOTAL REVENUES</b>	<b>\$ 2,777,886</b>	<b>\$ -</b>	<b>0.0%</b>

### **EXPENSES**

Facilities	290,000	59,782	20.6%
Equipment	169,000	109,131	64.6%
Furniture & Fixtures	-	-	0.0%
Storm Sewer & Water	947,000	222,256	23.5%
Parks	1,041,000	105,513	10.1%
Roadways	527,500	42,438	8.0%
Vehicles	105,000	-	0.0%
Miscellaneous Capital	37,000	7,755	21.0%
<b>TOTAL EXPENSES</b>	<b>\$ 3,116,500</b>	<b>\$ 546,874</b>	<b>17.5%</b>

## **POLICE PENSION FUND\*\***

### **REVENUES**

Taxes	855,000	447,066	52.3%	Property Taxes
Miscellaneous Revenue	210,630	137,670	65.4%	
Other Income	170,330	2,636,604	1547.9%	Investment Income
<b>TOTAL REVENUES</b>	<b>\$ 1,235,960</b>	<b>\$ 3,221,340</b>	<b>260.6%</b>	

### **EXPENSES**

Contractual Services	92,300	63,115	68.4%
Other Charges	8,600	1,540	17.9%
Other Charges	1,135,060	855,731	75.4%
<b>TOTAL EXPENSES</b>	<b>\$ 1,235,960</b>	<b>\$ 920,386</b>	<b>74.5%</b>

\*\*The Police Pension amounts are as of 7/31/2019. The Pension Board contracts their accounting services; which sometimes results in a reporting delay.

## **SEDGEBROOK SSA**

### **REVENUES**

Taxes	1,164,070	588,682	50.6%	
Other Income	21,000	14,562	69.3%	Interest Income
<b>TOTAL REVENUES</b>	<b>\$ 1,185,070</b>	<b>\$ 603,244</b>	<b>50.9%</b>	

### **EXPENSES**

Contractual Services	23,500	4,945	21.0%
Capital Outlay	1,161,570	1,147,813	98.8%
<b>TOTAL EXPENSES</b>	<b>\$ 1,185,070</b>	<b>\$ 1,152,758</b>	<b>97.3%</b>



**VILLAGE OF LINCOLNSHIRE**

**BILLS PRESENTED FOR PAYMENT**  
09/23/2019

General Fund	\$	95,199.73
Water & Sewer Fund	\$	197,265.38
Motor Fuel Tax		
Water & Sewer Improvement Fund	\$	194,298.75
Fraud, Alcohol, Drug Enforcement	\$	4,530.00
Vehicle Maintenance Fund	\$	3,880.47
E 911 Fund		
Park Development Fund		
Sedgebrook SSA		
General Capital Fund	\$	11,297.36
<b>GRAND TOTAL</b>	<b>\$</b>	<b>506,471.69</b>

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Brad Burke, Village Manager

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: 325 MARRIOTT DRIVE LLC</b>		
201940	Meeting regarding landscaping for 325 Marriott Driv	330.00
TOTAL VENDOR 325 MARRIOTT DRIVE LLC		330.00
<b>VENDOR NAME: A T &amp; T</b>		
148060081-09/19	08/12 - 09/11/19 NP Internet Svc	66.40
TOTAL VENDOR A T & T		66.40
<b>VENDOR NAME: ACCURATE DOCUMENT DESTRUCTION</b>		
15663934	8-8-19 Document Destruction	121.99
TOTAL VENDOR ACCURATE DOCUMENT DESTRUCTIO		121.99
<b>VENDOR NAME: ADLAI STEVENSON DIST 125</b>		
CD-Refund	BD Bond Refund_16139 Port Clinton_SHS Transiti	135.00
TOTAL VENDOR ADLAI STEVENSON DIST 125		135.00
<b>VENDOR NAME: ADOBE SYSTEMS INCORPORATED</b>		
2019-09	September 2019 L. Ulibarri Creative Cloud Suite	53.11
TOTAL VENDOR ADOBE SYSTEMS INCORPORATED		53.11
<b>VENDOR NAME: AEREX PEST CONTROL SERVICES, INC.</b>		
2296201	Pest Control Services Village Hall	55.00
2296208	Pest Control Services Public Works	55.00
TOTAL VENDOR AEREX PEST CONTROL SERVICES, IN		110.00
<b>VENDOR NAME: AMAZON.COM</b>		
113-0101591-8153809	Heroes Night Yard Sign Stakes	40.99
11397129216351468	Village Hall Bench	117.61
11317409505822630	Sound System Items & Cell Phone Case for Tim Ba	78.81
11237800793894641	10 Gallons of Avenger Organic Weed Killer	849.90
113-5954996-7741863	Bandages and Dummy Rounds	57.18
113-4506248-2931424	Gauze Dressing	27.00
113-9931542-5355422	Panasonic Camcorder with assesories for Investigat	675.99
113-7534358-7161042	DVD's and CD Sleeves	113.44
11363707853236252	Scrubbing Brushes for Floor Cleaning Machine	19.33
11312104359337814	Snow & Weather Monitoring Device	296.99
112-1023462-0478628	3 AmazonBasics 6-outlet surge protector strip 2 Pac	33.57
11313630538798653	Expandable Watering Hose	39.99
114-3919582-6273016	Microphones, Mic Adapter, & Tripod	72.93
TOTAL VENDOR AMAZON.COM		2,423.73
<b>VENDOR NAME: AMERICAN WELDING &amp; GAS, INC.</b>		
06576596	Cylinder/Gas Rental	115.05
06473702	Forklift Propane	36.48
TOTAL VENDOR AMERICAN WELDING & GAS, INC.		151.53
<b>VENDOR NAME: AMERI-TEX INC.</b>		
123854	Embroider Vest Covers - Temple	15.00
123966	Embroider Uniform Shirts & Vests - Zange & Wead	30.00
TOTAL VENDOR AMERI-TEX INC.		45.00
<b>VENDOR NAME: ANCEL GLINK DIAMOND BUSH</b>		
165092-2	August 2019 Legal Fees	6,616.40
71695a	BD Bond Escrow Attorney Fee_Homes2 Hotel_350	115.00
71695b	BD Bond Escrow Attorney Fee_SHS Hall of Fame_	172.50
71698 c	BD Bond Escrow Attorney Fee_625 Margate	172.50
71695d	BD Bond Escrow Attorney Fee_575 Bond St_Ravini	57.50
71695e	BD Bond Escrow Attorney Fee_450 Bond St_Klein T	57.50
71695f	BD Bond Escrow Attorney Fee_SHS Signs_1 Steve	115.00
71695 g	BD Bond Escrow Attorney Fee_Erickson Senior Car	57.50
71695 h	BD Bond Escrow Attorney Fee Sedgebrook Lincolns	115.00
71695 i	BD Bond Escrow Attorney Fee Lincolnshire Trails_1	115.00
71695j	BD Bond Escrow Attorney Fee_The St James_90 H	115.00
71695k	BD Bond Escrow Attorney Fee_Katsnelson Medical	345.00
TOTAL VENDOR ANCEL GLINK DIAMOND BUSH		8,053.90

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: ARLINGTON HEIGHTS FORD</b>		
89698	Squad 107 Trans Fluid, Alignment, Replaced AC Lir	733.77
876241	Admin 86 Exhaust Gs Leak	8.08
TOTAL VENDOR ARLINGTON HEIGHTS FORD		741.85
<b>VENDOR NAME: ARTHUR CLESEN, INC.</b>		
346990	Restoration & Overseeding	996.76
TOTAL VENDOR ARTHUR CLESEN, INC.		996.76
<b>VENDOR NAME: B&amp;H FOTO &amp; ELECTRONICS</b>		
822051360	GoPro Case	39.00
818996110	Drobo 16TB Digital Storage	859.00
TOTAL VENDOR B&H FOTO & ELECTRONICS		898.00
<b>VENDOR NAME: BADE SUPPLY</b>		
29340	Paper Goods	289.27
TOTAL VENDOR BADE SUPPLY		289.27
<b>VENDOR NAME: BASECAMP WEB SOLUTIONS</b>		
2717	August/September Website updates	60.00
TOTAL VENDOR BASECAMP WEB SOLUTIONS		60.00
<b>VENDOR NAME: BENISTAR</b>		
10012019	October 2019 Retiree O65 Medical Premiums	986.00
TOTAL VENDOR BENISTAR		986.00
<b>VENDOR NAME: BLACKBURN MANUFACTURING CO.</b>		
599961	Locating Paint	711.57
TOTAL VENDOR BLACKBURN MANUFACTURING CO.		711.57
<b>VENDOR NAME: BLUE LINE LEARNING GROUP INC</b>		
797E49R19	Bloodborne Pathogens & Haz Mat Training	750.00
TOTAL VENDOR BLUE LINE LEARNING GROUP INC		750.00
<b>VENDOR NAME: BUCK BROS., INC.</b>		
233448	Chain Saw Chain	42.95
TOTAL VENDOR BUCK BROS., INC.		42.95
<b>VENDOR NAME: CALL ONE</b>		
09152019	09/15/19 Monthly Phone Bill 1122574	2,449.57
TOTAL VENDOR CALL ONE		2,449.57
<b>VENDOR NAME: CDW COMPUTER CENTERS</b>		
TSR3892	Microsoft Windows Server 2019 Datacenter_WINSV	7,628.00
TVP6409	Adobe Acrobat License for Administrative Intern	378.95
TOTAL VENDOR CDW COMPUTER CENTERS		8,006.95
<b>VENDOR NAME: CL GRAPHICS</b>		
C0115	2019 Fall Newsletter	3,675.00
TOTAL VENDOR CL GRAPHICS		3,675.00
<b>VENDOR NAME: CLARK BAIRD SMIH LLP</b>		
13118-001-11681	August Legal Fees	765.00
TOTAL VENDOR CLARK BAIRD SMIH LLP		765.00
<b>VENDOR NAME: COMED</b>		
6123019023-09-19	Rate 25 Street Lighting 8-6-19 to 9-5-19	220.95
1475038068-09-19	Riverside Drive (2 Street Lights) 8-5-19 to 9-4-19	35.83
3168065033-09-19	Brookwood Liftstation 8-1-19 to 8-30-19	58.42
3038188003-09-19	Northampton Sanitary Sump Meter 8-1-19 to 8-30-19	25.91
0339014158-09-19	Riverwoods @ Everett Street Lighting 8-1-19 to 8-30-19	2.35
3038275001-09-19	Whytegate Park 8-1-19 to 8-30-19	7.32

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: COMED</b>		
0777044014-09-19	Old Mill Liftstation 8-1-19 to 8-30-19	93.91
6520050011-09-19	Fallstone Pumping Meter 8-1-19 to 8-30-19	80.38
268410000-09-19	207 Northampton Pumping 8-1-19 to 8-30-19	33.44
7299013001-09-19	Farrington Pumping 8-1-19 to 8-30-19	64.07
4803164127-09-19	OHDR Bike Path Lighting 08-1-19 to 08-30-19	41.08
9047167009-08-19	Londonderry Pumping 7-31-19 to 8-29-19	152.28
7128083006-08-19	Westwood Pumping Meter 7-31-19 to 8-29-19	67.75
5760114015-08-19	Riverside Drive Liftstation Pumping 7-31-19 to 8-29-19	162.88
1131144094-08-19	Trailhead Park Lighting 7-31-19 to 8-29-19	30.55
TOTAL VENDOR COMED		1,077.12
<b>VENDOR NAME: CONSTELLATION NEWENERGY, INC.</b>		
15642356501	Electric supply Spring Lake Park 7-31-19 to 8-29-19	33.84
15634000901	Electric supply ESR 7-31-19 to 8-29-19	3,721.87
15642355801	Electric supply Londonderry Liftstation 7-31-19 to 8-29-19	141.35
15644783001	Electric supply NP 8/1/19 to 8/30/19	1,502.48
15634171701	Electric supply WSR 7-31-19 to 8-29-19	1,561.64
TOTAL VENDOR CONSTELLATION NEWENERGY, INC.		6,961.18
<b>VENDOR NAME: COOK COUNTY ROC</b>		
215	CCROC Annual Training & Conference	270.00
TOTAL VENDOR COOK COUNTY ROC		270.00
<b>VENDOR NAME: CRIME ANALYSTS OF ILLINOIS</b>		
26589	2019 Conference Registration - Anderson, Revoy &	225.00
TOTAL VENDOR CRIME ANALYSTS OF ILLINOIS		225.00
<b>VENDOR NAME: DROPBOX</b>		
2019	2019 Dropbox fees	119.88
TOTAL VENDOR DROPBOX		119.88
<b>VENDOR NAME: ECO CLEAN MAINTENANCE, INC.</b>		
8033	Janitorial Services & Quarterly Window Cleaning	3,410.00
TOTAL VENDOR ECO CLEAN MAINTENANCE, INC.		3,410.00
<b>VENDOR NAME: ERNIE'S WRECKER SERV</b>		
157531	Squad Car Towing (154912 + 154980)	200.00
TOTAL VENDOR ERNIE'S WRECKER SERV		200.00
<b>VENDOR NAME: EVENTBRITE</b>		
1042499983	2019 Lake County Deicing Workshop for Biddinger,	120.00
67015857233	APWA PWX 2019 - Chicago Metro Chapter Dinner	79.81
TOTAL VENDOR EVENTBRITE		199.81
<b>VENDOR NAME: EVIDENT, INC.</b>		
149021A	Casting Powder and Frames, Dirt Hardener, Lifting	396.67
TOTAL VENDOR EVIDENT, INC.		396.67
<b>VENDOR NAME: EXTRA SPACE STORAGE</b>		
1003660718-08-19	September 2019 Storage Fees For Special Events	297.00
TOTAL VENDOR EXTRA SPACE STORAGE		297.00
<b>VENDOR NAME: FEDEX</b>		
673388513	Overnight ship test results to IEPA	61.32
TOTAL VENDOR FEDEX		61.32
<b>VENDOR NAME: FIRST CHOICE SERVICES-CHICAGO WEST</b>		
039720	Coffee/Creamer	178.29
TOTAL VENDOR FIRST CHOICE SERVICES-CHICAGO W		178.29
<b>VENDOR NAME: FIRST COMMUNICATIONS</b>		
118229512	08 2019- T-1 Line	279.92

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: FIRST COMMUNICATIONS</b>		
	TOTAL VENDOR FIRST COMMUNICATIONS	279.92
<b>VENDOR NAME: FIRST MIDWEST BANK</b>		
0819	08 2019 Lockbox Service	400.12
	TOTAL VENDOR FIRST MIDWEST BANK	400.12
<b>VENDOR NAME: FOREMAN, JD</b>		
325813	Storm Sewer Construction Material	418.00
	TOTAL VENDOR FOREMAN, JD	418.00
<b>VENDOR NAME: GARVEY'S OFFICE PRODUCTS</b>		
PINV1787626	Budget book labels, laminate pouches, label tape, 1	670.69
	TOTAL VENDOR GARVEY'S OFFICE PRODUCTS	670.69
<b>VENDOR NAME: GRAINGER, INC.</b>		
9284268407	Sump Pump Relays	30.78
9272857377	Hip Boots for Craig Harrison	135.85
9281531542	Whytegate Park Electrical	27.58
9281417320	Hip Boots for Nivardo Garcia	135.85
	TOTAL VENDOR GRAINGER, INC.	330.06
<b>VENDOR NAME: GRAYBAR ELECTRIC COMPANY</b>		
9311941668	North Park Globe Replacement	778.31
	TOTAL VENDOR GRAYBAR ELECTRIC COMPANY	778.31
<b>VENDOR NAME: HIGHLAND PARK, CITY OF</b>		
009348-08-19	08/2019 Water Purchase 62378 cuft Metr 16033582	151,765.67
009297-08-19	/201y Water Purchase - cuft Metr 0102-	30,439.26
	TOTAL VENDOR HIGHLAND PARK, CITY OF	182,204.93
<b>VENDOR NAME: HOME DEPOT CREDIT SERVICES</b>		
7393861	Fan Parts for Spring Lake Pavillion	11.87
5014023	Spring Lake Park Pavillion Repair Materials	13.98
1013351	Kwik Seal & 5 Gallon Bucket - Village Hall	7.96
4014124	Sign Posts	176.46
8350630	Power Washer Parts	1.53
5014057	CB Repairs	46.60
2013203	Plumbing Replacements	20.44
13416	Heros Night Washing Station	193.25
2013146	Catch Basin Repair	46.60
5012776	Catch Basin Repair	84.05
5012769	Power Washer Part	4.97
6012709	Sign Post Repairs	122.95
6012671	Pintle Hook Rack Parts	57.58
7012555	Sign Repairs	39.40
7012537	Catch Basin Repairs	85.55
8012383	Post Repairs	41.11
8012378	Catch Basin Repairs	104.87
2011941	For Digger Toy @ Whytegate Park	46.29
3021417	Catch Basin Repair	104.52
3011861	Female Plug	2.15
4011732	Bleach & Spray Gun	90.94
4011685	Catch Basin Repairs	69.90
5011598	Cedar Post	9.67
6021342	Catch Basin Repairs	44.60
1010852	Clamp for Street Signs	15.54
2696636	Safety Gloves	247.96
2526344	Uniform Bins	216.96
2010750	Sign Post Replacement	138.88
3620091	Sign Post Replacement	85.57
2010687	Street Signs	84.01
13417	Lighting Products	25.00
	TOTAL VENDOR HOME DEPOT CREDIT SERVICES	2,241.16
<b>VENDOR NAME: ICMA MEMBERSHIP RENEWALS</b>		
2019-08	Annual City Managers Conference - Nashville	915.00

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: ICMA MEMBERSHIP RENEWALS</b>		
	TOTAL VENDOR ICMA MEMBERSHIP RENEWALS	915.00
<b>VENDOR NAME: IL SECTION AMERICAN WATER WRKS ASSN</b>		
200045845	Water Operator Exam Refresher - Craig Harrison	60.00
	TOTAL VENDOR IL SECTION AMERICAN WATER WRKS	60.00
<b>VENDOR NAME: ILCMA</b>		
83233-166-1-1b75	Burke, Gilbertson, Leonas October Metro Lunchen	190.00
	TOTAL VENDOR ILCMA	190.00
<b>VENDOR NAME: ILLINOIS GOVERNMENT FINANCE OFFICER</b>		
2019PayrollSeminar	2019 IGFOA Payroll Seminar- Gabbarc	85.00
	TOTAL VENDOR ILLINOIS GOVERNMENT FINANCE OFF	85.00
<b>VENDOR NAME: IMPACT NETWORKING, LLC</b>		
1544875	Dory and PW Base Charge 09/06/19 - 10/05/19	147.00
	TOTAL VENDOR IMPACT NETWORKING, LLC	147.00
<b>VENDOR NAME: INTERDEV, LLC</b>		
MSP10122294-1	August 2019 IT Services	5,518.62
MSP1022294-2	August 2019 License Automate/Manage	308.00
	TOTAL VENDOR INTERDEV, LLC	5,826.62
<b>VENDOR NAME: INTERSTATE ALL BATTERY CENTER</b>		
4997561	Squad 1131 Battery	130.51
	TOTAL VENDOR INTERSTATE ALL BATTERY CENTER	130.51
<b>VENDOR NAME: IPRF</b>		
53820	Workers Comp and Admin Fee- Nov	13,219.00
	TOTAL VENDOR IPRF	13,219.00
<b>VENDOR NAME: IRC RETAIL CENTERS</b>		
09_2019	CAM Estimated Escow Lease t0000888_September	2,942.01
	TOTAL VENDOR IRC RETAIL CENTERS	2,942.01
<b>VENDOR NAME: J. G. UNIFORMS, INC.</b>		
60626	Outer Vest Covers - Weadick	318.00
60641	Outer Vest Covers - Temple	250.00
	TOTAL VENDOR J. G. UNIFORMS, INC.	568.00
<b>VENDOR NAME: LA POLICE GEAR</b>		
IV00453156	Tourniquets, Shears and Bandages for Emergency	1,313.25
	TOTAL VENDOR LA POLICE GEAR	1,313.25
<b>VENDOR NAME: LAKE COUNTY RECORDER OF DEEDS</b>		
2019-00041671	BD Bond Escrow Recording Fee_450 Bond St_Klei	102.00
	TOTAL VENDOR LAKE COUNTY RECORDER OF DEEDS	102.00
<b>VENDOR NAME: LAKE COUNTY STORMWATER MGMT COMMISS</b>		
28405	Emergency Access to Police Station	4,000.00
	TOTAL VENDOR LAKE COUNTY STORMWATER MGMT C	4,000.00
<b>VENDOR NAME: LALUZERNE &amp; SMITH, LTD.</b>		
August 2019	August 2019 Legal Services	2,955.00
	TOTAL VENDOR LALUZERNE & SMITH, LTD.	2,955.00
<b>VENDOR NAME: LENNY HOFFMAN EXCAVATING, INC.</b>		
19-1733	Crosstown Watermain - Payout #3	194,238.75
	TOTAL VENDOR LENNY HOFFMAN EXCAVATING, INC.	194,238.75

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INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: LEONAS, JOSEPH</b>		
09062019	Hotel & Fuel for Weadick Academy Graduation (Lec	314.96
TOTAL VENDOR LEONAS, JOSEPH		314.96
<b>VENDOR NAME: LERMI</b>		
121319	Law Enforcement Records Managers of Illinois - De	50.00
TOTAL VENDOR LERMI		50.00
<b>VENDOR NAME: LEXISNEXIS RISK SOLUTIONS</b>		
1217074-20190831	August 2019 Phone, Internet & Computer Searches	110.50
TOTAL VENDOR LEXISNEXIS RISK SOLUTIONS		110.50
<b>VENDOR NAME: LIBERTYVILLE CHEVROLET</b>		
214943-2	Squad 102 Alignment - Difference	11.20
TOTAL VENDOR LIBERTYVILLE CHEVROLET		11.20
<b>VENDOR NAME: LINCOLNSHIRE RIVERWOODS FPD</b>		
10608	Plan Review_300 Tri State First Floor_New Tenant	319.00
10606	Plan Review_625 Barclay Blvd_Willow Creek South	60.00
10599	Plan Review_475 Half Day Rd-TDK Break Room_P	319.00
10496	Plan Review_200 Tri State_LTD Commodities_P19-	875.00
10610	Plan Review_204 Belmont Dr_Camberley Club_P19	247.00
10609	Plan Review_202 Belmont Dr_Camberley Club_P19	247.00
10612	Plan Review_208 Belmont Dr_Camberley Club_P19	247.00
10611	Plan Review_206 Belmont Dr_Camberley Club_P19	247.00
10595	Plan Review_200 Tri Sate Suite 200_LTD Commod	1,139.00
10596	Plan Review_300 Tri State Suite 150_P19-0049FS	319.00
10600	Plan Review_325 Marriott Drive_Heathrow Scientif	319.00
10601	Plan Review_475 Half Day Rd Suite 210_Huber Fir	319.00
10540	Plan Review_3 Overlook Pt_Zebra Technologies_Te	60.00
10533	Plan Review_475 Half Day_Milbrook Office Fitness	319.00
TOTAL VENDOR LINCOLNSHIRE RIVERWOODS FPD		5,036.00
<b>VENDOR NAME: LINCOLNSHIRE VILLAGE-PETTY CASH</b>		
09232019	09/23/19 Petty Cash Reimbursements	191.06
TOTAL VENDOR LINCOLNSHIRE VILLAGE-PETTY CASH		191.06
<b>VENDOR NAME: LONG GROVE FIRE PROTECTION DISTRICT</b>		
19-012	Plan Review_577 Aptakisic Rd_Sysmex Temp Even	100.00
TOTAL VENDOR LONG GROVE FIRE PROTECTION DIST		100.00
<b>VENDOR NAME: LUND INDUSTRIES</b>		
95132	Decommission Squad 1601	400.00
95133	Install Computer Dock and Keyboard Squad 185'	365.10
95134	Install Computer Dock, Keyboard & Microprocessor	497.26
95135	Install Computer Dock, Keyboard & Microprocessor	497.26
95136	Install Computer Dock, Keyboard & Microprocessor	497.26
95137	Install Computer Dock & Keyboard Sq 1131	365.10
95138	Install Computer Dock & Keyboard Sq 85	365.10
95139	Install Computer Dock, Keyboard & Tilt Sq 1307	417.18
95140	Install Computer Dock, Keyboard & Tilt Sq 1306	417.18
95141	Install Computer Dock & Keyboard Sq 1802 Utility	365.10
95142	Install Computer Dock & Keyboard Sq 1701	365.10
95130	Install Computer Dock, Swing Away Tray & Micropro	964.42
95131	Install Computer Dock, Keyboard & Microprocessor	497.26
TOTAL VENDOR LUND INDUSTRIES		6,013.32
<b>VENDOR NAME: MCMASTER-CARR SUPPLY</b>		
14941932	Snow Markers & Steel Wool	129.06
15183849	Caulk	116.27
TOTAL VENDOR MCMASTER-CARR SUPPLY		245.33
<b>VENDOR NAME: MENARDS - LONG GROVE</b>		
11463	Whytegate Park Electrical Outlet	39.34
12421	Minor Shop Equipment (Air & Power)	343.89

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: MENARDS - LONG GROVE</b>		
	TOTAL VENDOR MENARDS - LONG GROVE	383.23
<b>VENDOR NAME: MICHAEL MERANDA JR.</b>		
191309	9/9/19 RVB/COW Mtg	120.00
	TOTAL VENDOR MICHAEL MERANDA JR.	120.00
<b>VENDOR NAME: MIDWEST WATER GROUP, INC.</b>		
10637	Flushing Hydrant	493.83
	TOTAL VENDOR MIDWEST WATER GROUP, INC.	493.83
<b>VENDOR NAME: MOTOROLA SOLUTIONS - STARCOM21</b>		
445277312019	Sept. 2019 Starcom Monthly Use Rate	952.00
	TOTAL VENDOR MOTOROLA SOLUTIONS - STARCOM21	952.00
<b>VENDOR NAME: MUELLERMIST IRRIGATION CO</b>		
18-3170	Irrigation system PM and maint - Route 22 & Prairie	200.00
	TOTAL VENDOR MUELLERMIST IRRIGATION CO	200.00
<b>VENDOR NAME: NAPA AUTO PARTS -WHE</b>		
541544	Shop Tools	89.77
	TOTAL VENDOR NAPA AUTO PARTS -WHE	89.77
<b>VENDOR NAME: NORTH SUBURBAN EMPLOYEE BENEFIT COO</b>		
2019-09	September 2019 Dental Premiums	6,835.00
	TOTAL VENDOR NORTH SUBURBAN EMPLOYEE BENE	6,835.00
<b>VENDOR NAME: NORTHWEST ELECTRICAL SUPPLY</b>		
17436909	Street Lights	173.58
	TOTAL VENDOR NORTHWEST ELECTRICAL SUPPLY	173.58
<b>VENDOR NAME: O'HERRON CO INC</b>		
1948535-IN	Sew Sgt. Stripes on Uniform Shirts - Zange	5.50
1948534-IN	Uniform Pants - Covelli	127.48
1949360-IN	Police Traffic Vests	69.00
1949287-IN	Uniform Dress Coat - Clark	171.75
1949549-IN	Bike Uniform Shirt - Zange	59.37
	TOTAL VENDOR O'HERRON CO INC	433.10
<b>VENDOR NAME: PAYLOCITY</b>		
105513411	09/13/19 Pay Services	213.35
	TOTAL VENDOR PAYLOCITY	213.35
<b>VENDOR NAME: PBA, INC./FLEXIBLE BENEFITS</b>		
130915	September 2019 Flex Claims & Record Keeping	200.00
	TOTAL VENDOR PBA, INC./FLEXIBLE BENEFITS	200.00
<b>VENDOR NAME: POMP'S TIRE SERVICE INC.</b>		
290157706	Squad Car Tires	578.44
290157705	Squad Car Tires	583.44
	TOTAL VENDOR POMP'S TIRE SERVICE INC.	1,161.88
<b>VENDOR NAME: PROFESSIONAL SNOWFIGHTERS ASS.</b>		
1024	PSA & APWA Training Event (Using Good Practices	170.00
	TOTAL VENDOR PROFESSIONAL SNOWFIGHTERS ASS.	170.00
<b>VENDOR NAME: SAM'S CLUB</b>		
856960	Employee Cookout Lunch Items	134.61
	TOTAL VENDOR SAM'S CLUB	134.61
<b>VENDOR NAME: SANDY SALTIEL</b>		
19-1726	2019 Red White Boom Citizen of the Year Nameplai	22.50

INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: SANDY SALTIEL</b>		
	TOTAL VENDOR SANDY SALTIEL	22.50
<b>VENDOR NAME: SEDGEBROOK PROPCO SL VII</b>		
cd-refund B15-0021E	BD Bond Refund_Erickson Escrow to Sedgbrook	1,254.22
	TOTAL VENDOR SEDGEBROOK PROPCO SL VII	1,254.22
<b>VENDOR NAME: SENTRY LINK</b>		
3236351	Pre-Employment Criminal Background Check - Jere	19.95
	TOTAL VENDOR SENTRY LINK	19.95
<b>VENDOR NAME: SIGNALSCAPE, INC</b>		
3240	Interview Room Camera System Annual Support &	943.00
	TOTAL VENDOR SIGNALSCAPE, INC	943.00
<b>VENDOR NAME: STAR FENCE</b>		
001382	Spring Lake Park Fence Repair	6,045.00
	TOTAL VENDOR STAR FENCE	6,045.00
<b>VENDOR NAME: STREICHER'S, INC.</b>		
I1375766_2	Ballistic Vest & Trauma Plate - Temple remaining be	40.00
	TOTAL VENDOR STREICHER'S, INC.	40.00
<b>VENDOR NAME: TEAM REIL, INC.</b>		
HydMtr	Refund of Construcion Meter Deposit, less water us	1,771.52
	TOTAL VENDOR TEAM REIL, INC.	1,771.52
<b>VENDOR NAME: TKG ENVIRONMENTAL SERVICES GROUP</b>		
CRO13428T	Municipal Sweep on 9/5/19	1,365.00
	TOTAL VENDOR TKG ENVIRONMENTAL SERVICES GRO	1,365.00
<b>VENDOR NAME: T-MOBILE USA, INC</b>		
9263903180	GPS Locate Investigation 12/2/2015	2,200.00
9263903181	GPS Locate Investigation 2015-9234 1/10/2016	2,700.00
	TOTAL VENDOR T-MOBILE USA, INC	4,900.00
<b>VENDOR NAME: UNITED ANALYTICAL SERVICES, INC.</b>		
1922033	East Side Reservoir Asbestos Testing	60.00
	TOTAL VENDOR UNITED ANALYTICAL SERVICES, INC.	60.00
<b>VENDOR NAME: UPS STORE</b>		
107084	Water Samples Shipment	14.42
	TOTAL VENDOR UPS STORE	14.42
<b>VENDOR NAME: VERIZON WIRELESS</b>		
9837154798 & 99	08 2019 Cell Phone Svc & Squad Laptops	1,654.32
	TOTAL VENDOR VERIZON WIRELESS	1,654.32
<b>VENDOR NAME: WALMART.COM</b>		
20190905	GoPro Tripod Mount Adapter	2.99
	TOTAL VENDOR WALMART.COM	2.99
<b>VENDOR NAME: WEST SIDE TRACTOR SALES CO</b>		
C01284	Skid Steer Plow Cutting Edges	670.00
	TOTAL VENDOR WEST SIDE TRACTOR SALES CO	670.00
<b>VENDOR NAME: WOODBURY BRAD</b>		
PWX2019Food	Meals for Brad Woodbury during PWX Training 9-6-	48.64
4044778101	Lodging for Brad Woodbury for PWX Training 9-6-	1,391.40
PWX2019TRAS	Transportation for Brad Woodbury for PWX Training	80.84

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INVOICE NUMBER	DESCRIPTION	AMOUNT
<b>VENDOR NAME: WOODBURY BRAD</b>		
	TOTAL VENDOR WOODBURY BRAD	1,520.88
<b>VENDOR NAME: XYLEM WATER SOLUTION</b>		
3556A84712	ICLS Pump #2	1,029.00
3559A84711	ICLS Pump #2	2,250.99
	TOTAL VENDOR XYLEM WATER SOLUTION	3,279.99
<b>GRAND TOTAL:</b>		<b>506,471.69</b>



**MINUTES**  
**REGULAR VILLAGE BOARD MEETING**  
**Monday, September 9, 2019**

Present:

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

**1.0 ROLL CALL**

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

**2.0 PLEDGE OF ALLEGIANCE**

**3.0 REPORTS OF OFFICERS**

3.1 Mayor's Report

**3.11 Proclamation Recognizing September 9 through September 13, 2019 as Chamber of Commerce Week in the Village of Lincolnshire**

Planning & Development Manager Zozulya read the Proclamation recognizing September 9 through September 13, 2019 as Chamber of Commerce week in the Village of Lincolnshire.

Mayor Brandt noted the reason she had Planning & Development Manager Zozulya read the Proclamation is due to the fact she is the main contact with the Chamber, and attends many of their events. Mayor Brandt introduced Adriane Johnson, President of the Buffalo Grove Lincolnshire Chamber of Commerce and noted appreciation of the collaboration with the Chamber and Village of Buffalo Grove.

Adriane Johnson introduced Board Members Marian Rodriguez, Jenn Wilson, Mariam Campbell, and Ken Huff and noted appreciation to Lincolnshire for the Proclamation recognizing September 9 through September 13, 2019 as Chamber of Commerce Week in the Village of Lincolnshire.

3.2 Village Clerk's Report – None

3.3 Village Treasurer's Report – None

### 3.4 Village Manager's Report

#### **3.41 Village Hall Sidewalk Replacement**

Village Manager Burke noted this Friday, September 13 sidewalk contractor Schroeder & Schroeder will be doing flatwork in front of the Village Hall. Village Manager Burke noted part of the reason behind timing of the work is due to limited flatwork needed in the Village, and being a part of a joint bid. The hope is to have the front entrance of the Village Hall re-opened next Monday.

### **4.0 PAYMENT OF BILLS**

#### **4.1 Bills Presented for Payment on September 9, 2019 in the amount of \$286,448.14**

Village Treasurer/Finance Director Peterson provided a summary of the September 9, 2019 bills prelist presented for payment with the total being \$286,448.14. The total amount is based on \$183,000 for General Fund; \$32,300 for Water & Sewer Fund; \$40,500 for Water & Sewer Improvement Fund; \$7,900 for Vehicle Maintenance Fund, and \$22,900 for General Capital Fund.

Trustee Grujanac moved and Trustee Leider seconded the motion to approve the bills prelist dated September 9, 2019 as presented. The roll call vote was as follows: AYES: Trustees Grujanac, Pantelis, Raizin, Leider, and Harms Muth. NAYS: None. ABSENT: Trustee Hancock. ABSTAIN: None. Mayor Brandt declared the motion carried.

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

### **6.0 PETITIONS AND COMMUNICATIONS - None**

### **7.0 CONSENT AGENDA**

#### **7.1 Approval of August 26, 2019 Regular Village Board Meeting Minutes**

#### **7.2 Approval of August 26, 2019 Committee of the Whole Meeting Minutes**

#### **7.3 Approval of an Internal Fee Waiver – Directional & Identification Signs (Adlai E. Stevenson High School – District 125)**

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

### **8.0 ITEMS OF GENERAL BUSINESS**

#### 8.1 Planning, Zoning & Land Use

#### 8.2 Finance and Administration

#### 8.3 Public Works

#### 8.4 Police

**8.41 Approval of an Intergovernmental Agreement between the State of Illinois, Illinois Department of Transportation (IDOT) and Village of Lincolnshire Sustained Traffic Enforcement Program (STEP) Grant for Federal Fiscal Year 2020 (Waiver of First Reading – Village of Lincolnshire)**

Village Manager Burke provided a summary of the Intergovernmental Agreement between the State of Illinois, Illinois Department of Transportation (IDOT) and Village of Lincolnshire for a Sustained Traffic Enforcement (STEP) Grant for federal fiscal year 2020. This grant program provides for reimbursement of personnel expenses related to high intensity enforcement activities that take place on various holidays throughout the year.

Trustee Grujanac moved and Trustee Leider seconded the motion to waive the first reading of an Intergovernmental Agreement between the State of Illinois, Illinois Department of Transportation (IDOT) and Village of Lincolnshire Sustained Traffic Enforcement Program (STEP) Grant for Federal Fiscal Year 2020. The roll call vote was as follows: AYES: Trustees Grujanac, Pantelis, Raizin, Leider, and Harms Muth. NAYS: None. ABSENT: Trustee Hancock. ABSTAIN: None. Mayor Brandt declared the motion carried.

Trustee Leider moved and Trustee Grujanac seconded the motion to approve an Intergovernmental Agreement between the State of Illinois, Illinois Department of Transportation (IDOT) and Village of Lincolnshire Sustained Traffic Enforcement Program (STEP) Grant for Federal Fiscal Year 2020. The roll call vote was as follows: AYES: Trustees Grujanac, Pantelis, Raizin, Leider, and Harms Muth. NAYS: None. ABSENT: Trustee Hancock. ABSTAIN: None. Mayor Brandt declared the motion carried.

8.5 Parks and Recreation

8.6 Judiciary and Personnel

**9.0 REPORTS OF SPECIAL COMMITTEES**

**10.0 UNFINISHED BUSINESS**

**11.0 NEW BUSINESS**

**12.0 EXECUTIVE SESSION**

**13.0 ADJOURNMENT**

Trustee Grujanac moved and Trustee Raizin seconded the motion to adjourn. The voice vote was unanimous and Mayor Brandt declared the meeting adjourned at 7:15 p.m.

Respectfully submitted,  
**VILLAGE OF LINCOLNSHIRE**

Barbara Mastandrea  
Village Clerk



**MINUTES  
COMMITTEE OF THE WHOLE MEETING  
Monday, September 9, 2019**

Present:

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

**1.0 ROLL CALL**

Mayor Brandt called the meeting to order at 7:16 p.m., and Village Clerk Mastandrea called the Roll.

**2.0 ITEMS OF GENERAL BUSINESS**

**2.21 Consideration and Discussion of Requests from Citizens and Village Organizations Regarding Proposed Fiscal Year 2020 Budget (Village of Lincolnshire)**

Mayor Brandt moved Item 2.21 up on the agenda.

Village Manager Burke noted annually Village staff sends out letters to various Village clubs and organizations to solicit requests from citizens and Village organizations regarding the proposed fiscal year budget. Village Manager Burke noted as of this date, staff has not received any requests from clubs or organizations other than 1 email from a resident asking for consideration regarding some detention pond work related to the Lincolnshire Forest subdivision. Village Manager Burke noted the detention pond referenced in this request is situated is on private property and is not the responsibility of the Village. Village Manager Burke noted the resident's concerns were shared with the consultant working on the Village-wide Drainage Study, and is also being discussed with their Homeowners Association. Village Manager Burke noted the Garden Club asked about the process, but staff did not receive a formal request from them.

Mayor Brandt opened up discussions to the public regarding budget items.

Mr. Jerry Goldman, resident at 405 Village Green, Unit 201 noted concern regarding the deterioration of the pavers at Village Green with the hope the Board will do something about replacing them.

Mayor Brandt stated she has received other concerns regarding the pavers at Village Green, and as a result she and Village Manager Burke have a meeting with Village Green representatives on September 26 to discuss this issue.

2.1 Planning, Zoning and Land Use

**2.11 Consideration of Courtesy Presentation Regarding Directional Sign Variations and New Ground Identification Sign Design Review (Adlai E. Stevenson High School District 125 – 1 Stevenson Drive)**

Planning & Development Manager Zozulya provided a summary of a courtesy presentation regarding directional sign variations and new ground identification sign design review for Adlai E. Stevenson High School. Village code does not require preliminary evaluation at the Village Board for sign variances. However, School District 125 requested an opportunity to make a courtesy presentation to the Village Board prior to proceeding to the Architectural Review Board (ARB) to obtain the ARB's recommendation. As with other variance requests, the Village Board will have final approval authority over this request, subject to the ARB's recommendation.

Sean Carney, Superintendent for Business Services at Stevenson High School provided a courtesy presentation regarding directional sign variations and new ground identification sign design review for Stevenson High School. Mr. Carney thanked Planning & Development Manager Zozulya who helped with the project and all Village staff throughout Lincolnshire's organization Stevenson High School has a great working relationship with.

Mayor Brandt asked when they would like to have the signs installed. Mr. Carney stated, if approved in October, the goal for installation would be October or November.

Trustee Raizin asked if they are looking for the variation in the size of the signs to improve legibility. Mr. Carney stated the increase in size is to make the signs clearer and easier to read.

The general consensus of the Village Board was in favor of the proposed signs.

**2.12 New Medical Office Building – 231 Olde Half Day Road (Alexander and Julia Katsnelson)**

**(A) Consideration of Exterior Architectural Design of a Proposed New Medical Building per Section 6-14-4-E of the Lincolnshire Village Code (Site Plan,**

**Building Design, and Landscape Plan)**

**(B) Consideration of a Resolution Approving a Plat of Dedication for Right-of-Way and Plat of Easement for Public Utilities and Drainage for 231 Olde Half Day Road**

Assistant Village Manager/Community & Economic Development (CED) Director Gilbertson provided background and summary of the proposed exterior architectural design of a proposed new medical building, resolution approving a Plat of Dedication for right-of-way, Plat of Easement for public utilities, and drainage for 231 Olde Half Day Road. Assistant Village Manager/CED Director Gilbertson noted the plans for this development have been reviewed by the Architectural Review Board (ARB). Assistant Village Manager/CED Director Gilbertson shared a drone video showing current state of the site.

Doctors Alexander and Julia Katsnelson provided a presentation regarding the exterior architectural design of the proposed new medical building for 231 Olde Half Day Road. The presentation included benefits to the Village, plans to demolish the old building and the design of the building structure. The petitioner reviewed a summary of past meetings, proposed plans for the new building which included suggested changes by the ARB, and proposed landscaping. Doctor Alexander Katsnelson thanked staff, and Doctor Julia Katsnelson thanked the ARB for the suggestions.

Village Attorney Simon informed the petitioners the state law has changed regarding fines for parking in handicapped parking from \$100 to \$250 since the plans in their presentation had the expired amount.

Trustee Leider asked if they could show what the back of the building would look like relative to the school and what the school view of the proposed building would look like. Ms. Deborah Fox with Gensburg Architects, LTD, representative for the Katsnelson's showed elevation renderings of the east and north elevations. Trustee Leider asked what type of separation there would be between the medical office site and Half Day School. Ms. Fox noted a fence and vegetation would separate the building from the school site. Trustee Leider asked what the height of the fence will be and suggested it be big enough to separate the school site. Ms. Fox stated she did not have the fence height but would find out. Mayor Brandt suggested the plans be shared with the school.

A conversation regarding possible names for the practices followed. Assistant Village Manager/CED Director Gilbertson stated since they will have two separate practices, it will be treated as a multi-use building which will allow for a larger sign.

Trustee Pantelis asked when they anticipate breaking ground. Doctor

Alexander Katsnelson stated they recently acquired the property and have already applied for a demolition permit.

Doctor Alexander Katsnelson noted he has met with the school and sent preliminary plans to them, they are in approval with what has been sent to them thus far, and he will share the revised plans with them.

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

2.2 Public Works

**2.31 Consideration of Approval of an Agreement with the Illinois Department of Transportation (IDOT) for Stage 3 Improvements for the Illinois Transportation Enhancement Program (ITEP) Grant Project (Village of Lincolnshire)**

**2.32 Consideration of Approval of a Professional Services Agreement with Gewalt Hamilton Associates, Inc. for Phase 3 – Construction Observation Services for Stage 3 Improvements for the Illinois Transportation Enhancement Program (ITEP) Grant Project in an Amount not to Exceed \$38,771.00 (Village of Lincolnshire)**

Mayor Brandt moved up items 2.31 and 2.32 on the agenda.

Assistant Public Works Director/Village Engineer Dittrich played a drone video of the corridor showing the location of the proposed path alignment while describing preservation of vegetation. Staff is planning to add more screening once the path is installed, but expenses related to vegetation and landscape screening would not be a part of the ITEP grant.

Mayor Brandt stated if this is approved, it would not be installed until spring 2020. Assistant Public Works Director/Village Engineer Dittrich stated the bid would go out in November with work to start next spring.

Trustee Raizin asked how this would affect retention and water in that area. Assistant Public Works Director/Village Engineer Dittrich noted this would be an asphalt path, and has been reviewed by Lake County Stormwater Management to ensure no adverse impacts to drainage occur as a result of this project.

A brief conversation regarding removal of 12 trees followed. It was noted 2 of these trees were already dead, and none of them are heritage trees.

Trustee Harms Muth stated there is already a bike path on the east side of Riverwoods Road and asked why there would be a need for another one on the west side. Assistant Public Works Director/Village Engineer Dittrich stated the goal of this bike path was to reduce the

need to cross Riverwoods Road; people on the west side could get to Daniel Wright without crossing Riverwoods Road. Mayor Brandt noted there have been a lot of concerns from families not wanting their children to cross Riverwoods. Manors of Whytegate communicated that a path would go in at this location.

Trustee Leider noted concern with the look of having a bike path on both sides of Riverwoods Road and asked if it is needed. Trustee Leider stated his opinion would be to improve the existing bike paths with the money planned for the proposed path. Mayor Brandt asked if the grant funds can be used other places or just for the proposed path. Assistant Public Works Director/Village Engineer Dittrich noted the grant was obtained in 2009; stage 1 was done to improve the medians; stage 2 was done to improve the area across from the Village Hall; stage 3 was going to be for wayward signage, but was converted to the proposed Riverwoods Road path. Staff worked with IDOT to get this and the sidewalk connection at Westminster approved to be funded via remaining grant funds. Both of these path sections would use up the balance of the grant because IDOT has indicated they plan to pull the grant money from the Village if the money is not allocated. Mayor Brandt asked if grant funds could be used for a potential median on Route 22 near Wood Creek Courts. Assistant Public Works Director/Village Engineer Dittrich noted IDOT has indicated that they are not going to let the Village change the scope of the proposed use of grant funds. The project presented is all the remaining grant money can be used for per IDOT approval.

Trustee Raizin asked if there would be vegetation on area between the new path and Riverwoods Road. Assistant Public Works Director/Village Engineer Dittrich showed the drone footage and noted on the proposed plan what could be done through each area.

Mayor Brandt asked if the proposed path could be narrower than 8'. Assistant Public Works Director/Village Engineer Dittrich stated 8' is as narrow as this path can go. A conversation regarding the width of the other paths and trails in Lincolnshire followed.

Trustee Pantelis asked what the obligation is to the homeowners of the Whytegate subdivision. Trustee Leider stated he did not think it was the obligation of the Village to install this path, but it would be a question for the Village attorney. Village Attorney Simon stated there are no signed agreements with the developer, but Manors of Whytegate dedicated a path easement along the frontage when they recorded the plat.

Trustee Leider reviewed the funds the Village would pay in addition to the grant for the path, and stated his opinion would be for these funds to go to something other than the proposed path.

Mayor Brandt asked what the feedback was from the residents along the route. Assistant Public Works Director/Village Engineer Dittrich noted he spoke to all the residents along the path but one and all thought the path would be a benefit. One of the residents stated they wanted staff to make sure the Village paid much attention to screening. Village Manager Burke noted the budget contemplates the use of Park Development funds for this project. Village Manager Burke noted Park Development funds must be used for park and path projects, and these are the funds that would be used to pay for the Village's portion of the proposed path. Trustee Harms Muth asked if the Park Development funds can be used to re-pave existing paths. Village Manager Burke confirmed the Park Development funds can and will be used to re-pave existing paths.

Assistant Public Works Director/Village Engineer Dittrich explained the grant process, where the Village is in the bid cycle noting the goal was to have it on the next Board meeting since this is the deadline for IDOT for the funds to be obligated in 2019. Assistant Public Works Director/Village Engineer Dittrich noted if the Village misses this bid cycle, IDOT has indicated they will pull the funds back.

Trustee Grujanac stated her opinion is that it is a safety issue but noted concern regarding the amount of money the Village will have to pay for the project and what message this would send to other residents who may not have a path.

Mayor Brandt asked staff to provide what is in the Park Development Funds and what the five year plan is for this fund.

Mr. Karnig Kerkonian, resident at 77 Lincolnshire Drive stated that he was in agreement with Trustee Leider that the path is a want not a need. Mr. Kerkonian asked how the residents along the path got a meeting with staff. Village Manager Burke stated it is a planning process, and noted the conversations about this path were originally discussed as part of the subdivision approval process. A meeting took place with individual homeowners because they would be most impacted since the lay of the proposed path would cross near their property.

Mr. Kerkonian noted concern regarding communications with the Village relative to flooding in the area of Lincolnshire Drive. Mayor Brandt provided background related to what is being done regarding flooding and how to get a meeting with staff and herself. A conversation regarding past meetings and correspondence with Mr. Kerkonian followed. Mayor Brandt provided information regarding next steps as a result of the Village-Wide Drainage Study.

A Lincolnshire resident provided some background and asked that vegetation be installed if the path moves forward to block Riverwoods

Road from his home. Assistant Public Works Director/Village Engineer Dittrich noted they would look at installing evergreens but growth may take some time. Mayor Brandt asked if tree bank money may be a possibility for use on this project and for staff to look into this as an option.

Trustee Grujanac asked staff to provide a total estimate for the project in order to make a decision.

Trustee Leider noted possible concern regarding security for a path that would have vegetation on both sides.

It was the consensus of the Board to put this on the next Regular Village Board Agenda for discussion and approval.

2.3 Finance and Administration

~~2.21 Consideration and Discussion of Requests from Citizens and Village Organizations Regarding Proposed Fiscal Year 2014 Budget (Village of Lincolnshire)~~

Mayor Brandt moved Item 2.21 up on the agenda.

**2.22 Consideration and Discussion of Proposed Goals for 2020 (Village of Lincolnshire)**

Village Manager Burke provided a summary of the proposed goals for 2020 which will be part of the Budget Workshop Meetings in October.

2.4 Public Works

~~2.31 Consideration of Approval of an Agreement with the Illinois Department of Transportation (IDOT) for Stage 3 Improvements for the Illinois Transportation Enhancement Program (ITEP) Grant Project (Village of Lincolnshire)~~

~~2.32 Consideration of Approval of a Professional Services Agreement with Gewalt Hamilton Associates, Inc. for Phase 3 – Construction Observation Services for Stage 3 Improvements for the Illinois Transportation Enhancement Program (ITEP) Grant Project in an Amount not to Exceed \$38,771.00 (Village of Lincolnshire)~~

Mayor Brandt moved up items 2.31 and 2.32 on the agenda.

**2.33 Consideration of Awarding a Multi-Year Contract to The Mulch Center for Leaf Hauling and Disposal (Village of Lincolnshire)**

Assistant Public Works Director/Village Engineer Dittrich provided a summary of awarding a multi-year contract to The Mulch Center for leaf hauling and disposal due to some issues with the current vendor. The bid for 2019 was cheaper than the current contractor.

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

- 2.5 Public Safety
- 2.6 Parks and Recreation
- 2.7 Judiciary and Personnel

**3.0 UNFINISHED BUSINESS**

**4.0 NEW BUSINESS**

**4.1 Drainage**

Ms. Teri Morris, resident at 75 Cumberland Drive provided photos to the Board of the drain inlets near her home and noted a pipe was repaired/enlarged by the baseball park to alleviate the drainage on Cumberland Drive. Ms. Morris noted concern that even though the repair took place the water is still not draining. She noted there is still water just below the drainage grates on Cumberland Drive. Village Manager Burke asked if the water running towards Wiltshire is less than what it was when this issue was previously brought up in the spring. Ms. Morris stated it is drier than it was in the past.

Trustee Harms Muth asked if there was supposed to be standing water in the pits in this location on Cumberland or in the drain that may be situated in people's yards. Assistant Public Works Director/Village Engineer Dittrich noted there are plenty of the drainage locations where it takes some time to slowly drain down and this is part of the reason for the drainage study. The repair on the pipe serving Cumberland Drive was not to solve the issue but to try and help with drainage. Staff will go to the location of concern to flush the line to ensure there is no blockage.

Ms. Morris noted concern for the coming months with the water freezing. Ms. Morris requested transparency and better communication from the Village. A conversation regarding how the berm originated followed.

**5.0 EXECUTIVE SESSION**

**6.0 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 9:11 p.m.

Respectfully submitted,  
**VILLAGE OF LINCOLNSHIRE**

Barbara Mastandrea  
Village Clerk

**REQUEST FOR BOARD ACTION**  
**Regular Village Board**  
**September 23, 2019**

**Subject:** Sedgebrook Retirement Community Temporary Events –  
800-890 and 960 Audubon Way

**Action Requested:**

1. **Public Hearing** Regarding a Major Amendment to Special Use Ordinance 03-1864-41 for a Planned Unit Development for a Continuing Care Retirement Campus (Sedgebrook) to Allow Temporary Events and Mobile Food Vendors
2. Approval of an Ordinance Amending a Special Use for a Planned Unit Development for a Continuing Care Retirement Campus (Sedgebrook) to Allow Temporary Events and Mobile Food Vendors - Waiver of First Reading Requested

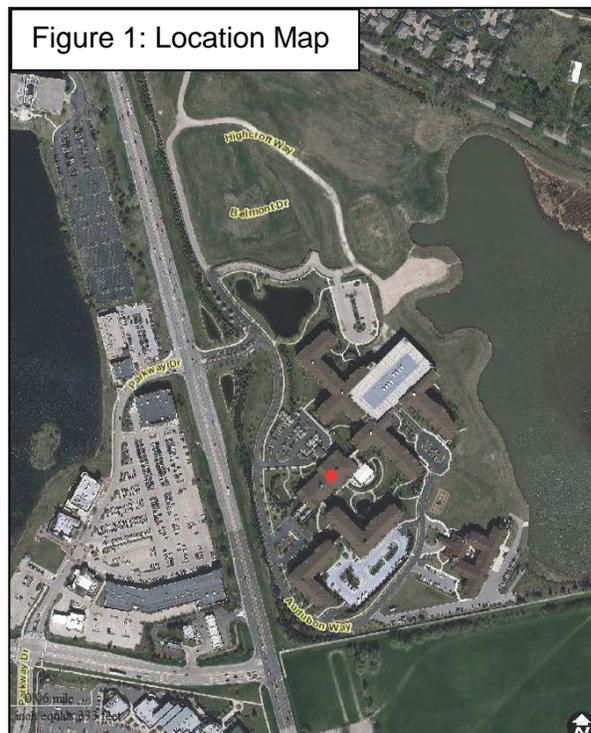
**Petitioner:** Sedgebrook Propco SL LLC

**Originated By/Contact:** Tonya Zozulya, Planning & Development Manager

**Referred To:** Village Board

**Background:**

- Petitioner Sedgebrook Propco SL LLC (Sedgebrook) seeks a major amendment to the Special Use for a Planned Unit Development (PUD) to add permissibility for temporary events and mobile food vendors on its property located at 800-890 and 960 Audubon Way. The property is located north of Aptakisic Road and east of Milwaukee Avenue, as shown in Figure 1 and attached location map. The petitioner also requests a waiver of first reading to accommodate a car show event scheduled for September 28, 2019.
- Sedgebrook plans to hold up to two temporary events on the Sedgebrook campus annually, in addition to events with mobile food vendors. Temporary events may include, but are not limited to, car shows and summer concerts for Sedgebrook residents, their guests, and the general public (see Document 2). Guest parking for at least 100 cars would be accommodated within existing parking decks.



- Sedgebrook is located in the R4 (Single-Family Attached Residence) zoning district. Surrounding uses and zoning districts include:
  - North: Camberley Club and Lincolnshire Trails townhomes, zoned R4 Single-Family Attached Residence, and Rivershire single-family homes, zoned R3 Single-Family Attached Residence.
  - South: Par King Skill Golf, zoned R1 Single-Family Residence.
  - East: Homestead and open space in unincorporated Lake County.
  - West: Lincolnshire Commons Center, zoned B2 General Business.
- In 2003, the Village Board approved plans for the 91-acre Sedgebrook Continuing Care Retirement Campus (Ordinance #03-1864-41). The ordinance also rezoned the property to R4 Single-Family Attached Residence and granted final PUD approvals for Neighborhood 1 and preliminary approvals for Neighborhoods 2 and 3 (note: Neighborhoods 2 and 3 have not been constructed to date).
- In 2004, the Village Board approved modifications to the overall campus design to allow integrated parking structures, and approved final plans for the construction of an extended care facility (previously called Renaissance Gardens, which is now called Radford Green) (Ordinance #04-1899-15 and Ordinance #04-1905-21).
- In 2014, the Village approved an amendment to the Sedgebrook Annexation Agreement (Ordinance #14-3321-47), Plat of Subdivision (Ordinance #14-3321-47A), and a Special Use amendment (Ordinance #14-3322-48) to subdivide the property into two lots and revise development plans. Lot 1 (totaling 70 acres) remained with Sedgebrook and Lot 2 (totaling 21 acres) was sold to Pulte Homes for the Camberley Club Subdivision. The Camberley Club Subdivision is governed by a separate Special Use for a PUD and is not tied to the Sedgebrook PUD. The Petitioner's request would only amend the Sedgebrook PUD and have no bearing on the PUD for the Camberley Club Subdivision.
- The Village Board held a Preliminary Evaluation regarding this request at its August 26, 2019 Committee of the Whole meeting. At that meeting, the Village Board inquired about food availability during Sedgebrook's events (see attached Document 4). Since the Preliminary Evaluation meeting, Sedgebrook has revised their amendment request to include both temporary events and mobile food vendors.
- The petitioner provided the attached responses to the PUD amendment standards regarding the current request. The Village Board must find all responses are acceptable to recommend approval of the requested amendment. A notice was also sent to surrounding property owners within a 250-foot radius of the Sedgebrook property and published in the September 3, 2019 edition of the Daily Herald in compliance with Lincolnshire Village Code (Village Code) notification standards.
- An ordinance authorizing the amendment is attached (see Document 5).

**Public Hearing – PUD Amendment:**Temporary Events

- Village Code defines temporary events as follows: “An organized occasion, activity, or gathering for public attendance on private property, which may be conditioned upon participant registration, for a fixed, short time period.” Temporary events are authorized by Section 6-3-6 in the R5 (Mixed-Use General Residence), B (Business), E (Small Scale Office), O/I (Office-Industrial), and M (Manufacturing) zoning districts by a Temporary Use permit, which requires administrative approval only. Properties zoned R4 (Single-Family Attached Residence) district (which include Sedgebrook) are currently not permitted to hold temporary events by code (see Document 3).
- Temporary events have the following code requirements:
  - Event hours are limited between the hours of 9:00 a.m. and 11:00 p.m.
  - Permitted a maximum of three (3) consecutive days.
  - No more than two (2) temporary events shall be permitted on the same premises in any calendar year.
  - An Event Manager shall be designated to serve as the principal person responsible for overseeing the operations of the event. The Event Manager shall ensure all waste, debris or any other evidence of the event is removed from the premises no later than two (2) hours after the closing time.
  - Adequate off-street parking shall be provided on the premises of the temporary event, as determined by the Department of Community Development. Off-premises parking locations may be permitted, subject to the authority of the Department of Community Development.
  - Signage shall be in compliance with Section 12-13-1, Temporary Signs, of the Lincolnshire Sign Control.

Mobile Food Vendors

- Village Code defines a mobile food vendor as “a mobile vendor that transports and sells food and/or drinks from a designated vehicle or cart, which may include facilities for storage, preparation and cooking of food and/or drinks, for immediate public consumption.”
- Mobile food vendors are subject to the following code requirements:
  - Shall possess a valid license for operation from the Lake County (IL) Health Department. A copy must be submitted to the Department of Community & Economic Development prior to operation.
  - Parking or standing in any public right-of-way for the purpose of preparing, cooking, serving or selling products shall be prohibited, with the exception of ice cream vending.
  - All of the proprietor’s activity associated with a Mobile Food Vendor must occur within the vehicle.
  - Consent from the property owner or legal representative of the land owner, either written or verbal, must be obtained prior to operation.
  - All signage, product and menu information must be securely attached to the mobile food vehicle.
  - Operation shall be permitted for a maximum of four (4) hours at any single location.
- It should be noted mobile services (e.g., product pick-ups/deliveries, car maintenance) and farmer’s markets fall into a separate category of temporary uses regulated by code, and are

not requested by Sedgebrook to be included in the current PUD amendment. Therefore, such uses will continue to be prohibited on the Sedgebrook property as well as all other R4-zoned properties.

- If the PUD amendment is approved, the Village will issue a Temporary Use permit to Sedgebrook for the 2019 car show to be held on September 28, 2019.

**Approval Process:**

1. Preliminary Evaluation at the Village Board – Occurred on August 26, 2019.
2. Public Hearing at the Village Board – Current stage of approval.

**Recommendation:**

Public hearing and approval of an ordinance amending a Special Use for a Planned Unit Development for a Continuing Care Retirement Campus and waiver of first reading.

**Reports and Documents Attached:**

- Document 1: Location map.
- Document 2: Cover letter, prepared by Sedgebrook, dated September 9, 2019.
- Document 3: Village Code Section 6-3-6 regarding temporary events.
- Document 4: August 26, 2019 Committee of the Whole meeting minutes.
- Document 5: Draft ordinance, prepared by the Village Attorney.

<b>Meeting History</b>	
Preliminary Evaluation (COW)	August 26, 2019
Public Hearing & Approval of an Ordinance (COW - current)	September 23, 2019



Map created on July 18, 2019.  
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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 confirm 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.

9/9/2019

Dear Mayor Brandt and Village Trustees,

Sedgebrook Retirement Community requests approval to amend the Sedgebrook PUD to allow temporary events/uses and mobile food vendors. We plan to host up to 2 temporary events throughout the year. These events would be: 1) A Summer Concert and 2) A Car Show.

As a result of the Preliminary Evaluation discussion with the Village Board, we are adding Mobile Food Vendors to our request.

Last Fall we hosted a Charity Car Show to benefit the 2018 Walk to End Alzheimer's and we are hoping to host the same event this September. We partnered with BVG Motorsports, a local Company that specializes in car shows. They put together a fantastic day for the Community at large. The Show included 74 cars on display and food for purchase (food catered by Real Urban BBQ), activities for kids and more. Each car on display paid a \$15 entrance fee all of which was donated to the Alzheimer's walk. Real Urban BBQ also donated 15% of profits to the cause. This event raised \$2,300 for the 2018 Walk to End Alzheimer's. We had a good turnout including Sedgebrook Residents, their families and many folks from the surrounding community. We hope that this year we attract more folks and raise more money for Alzheimer's.

We do host these events to promote Sedgebrook to potential Residents and their families but we also know that they can build good rapport with our neighbors and are generally good for the Community at large whether it's for Charity or just for fun. The general public is always welcome. These events will take place on one of our outside parking decks and we open another (indoor) parking deck for our guests (parking is available there for 100+ cars). Both spots are indicated on the attached map.

We would also like to request a waiver of the first reading due to the Car Show being scheduled for September 28<sup>th</sup>, 2019.

We look forward to collaborating with the Village of Lincolnshire regarding these events.

Sincerely,

*Dan Harrington*

Dan Harrington  
Executive Director

## **FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENT**

Sedgebrook Retirement Community Temporary Events – 800 Audubon Way,  
Lincolnshire – 9/6/2019

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

**The proposed addition of Temporary Events and Mobile Food Vendors to the Sedgebrook Retirement Community Planned Unit Development (PUD) will maintain the original purpose of the PUD in the R4 residential zoning district.**

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

**The proposed is an amendment to allow Sedgebrook to hold Temporary Events and events with Mobile Food Vendors. All other existing PUD regulations will remain unchanged.**

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

**The proposed plan does not depart from regulations other than the proposed Sedgebrook PUD amendment. Sedgebrook's Temporary Events and Mobile Food Vendor events will comply with all underlying regulations for such temporary uses as outlined in the Lincolnshire Zoning Code for R4-zoned properties.**

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

**The public benefit from this amendment is for both Sedgebrook's Residents as well as our chosen charity – which in 2019 is The Alzheimer's Association- and the general public. There is ample garage parking on our campus and all events will take place on Sedgebrook property.**

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

**These areas will not be affected.**

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

**The proposed amendment will not affect our residential neighbors.**

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

**Programs that will take place under this amendment will continue to keep Sedgebrook and its Residents engaged and prosperous.**

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

**The proposed Sedgebrook PUD amendment for Temporary Events and Mobile Food Vendors is consistent with the Official Comprehensive Plan, as amended, and all other plans and policies of the Village.**

Prepared by:  
William Schneider  
Sedgebrook  
800 Audubon Way  
Lincolnshire, IL 60069

**6-3-6: TEMPORARY STRUCTURES AND USES**

No temporary structure or use shall be established or erected on a lot unless it is specifically permitted by the requirements of this Section.

**A. General Requirements:**

1. Authorization: Except as set forth in 6-3-6(B), a Temporary Use Permit shall be required from the Department of Community & Economic Development prior to the establishment of any temporary structure or use.
2. Location: All Temporary Structures shall meet the minimum required setbacks applicable to the Principal Structure on the lot, except as otherwise permitted in Section 6-3-6(B).
3. Temporary Use Permit: Application for a Temporary Use Permit shall be submitted to the Department of Community & Economic Development and shall be issued upon full compliance with the standards and submittal requirements set forth below:
  - a. An accurate site plan of the property to be used for the Temporary Use or Structure, including all information necessary to accurately locate and portray the Temporary Use or Structure on the premises. Sufficient information to determine compliance with yard requirements, availability of off-street parking, and adequate traffic circulation to service the proposed Temporary Use or Structure shall also be provided, as determined by the Department of Community & Economic Development.
  - b. A detailed written description of the proposed Temporary Use and/or depiction or illustration of building elevations for any proposed Temporary Structure.
  - c. Consent from the property owner or legal representative of the land owner shall be obtained in writing. A copy of such authorization shall be included with the Temporary Use Permit.
  - d. Such other data and/or certifications as may reasonably be required by the Director of Community & Economic Development for the purpose of enforcing the regulations set forth in this Title.
4. Conditions: A Temporary Use Permit may be subject to such special conditions and restrictions on the location and operation as deemed reasonably necessary by the Director of Community & Economic Development to protect the public health, safety and welfare in consideration of site specific conditions.
5. Revocation: A Temporary Use Permit shall be revoked if any of the standards and conditions imposed pursuant to this Section, or permit, are violated.
6. Length of Permit: A Temporary Use Permit is valid for one (1) year from the date of issuance and shall be renewed each year, except as further regulated by Section 6-3-6(B). A permit fee in the amount outlined in the Comprehensive Fee Schedule shall be collected for the permit.
7. Appeal: Any person or entity aggrieved by Staff determination regarding the application or interpretations of these requirements may submit a written appeal, as specified in Section 6-14-12 of the Lincolnshire Village Code, to the Zoning Board, for final decision by the Village Board of Trustees.

**B Specific Requirements:** The following Temporary Structures and Uses shall be permitted and are further subject to the specific regulations set forth below:

<b>TEMPORARY STRUCTURES AND USES 6-3-6(B)</b>											<b>TUP = Temporary Use Permit Required P = Permitted (No Permit Required) BP = Building Permit Required</b>					
<b>Construction/Contractor Trailer/Office</b>	R1 BP	R2 BP	R2A BP	R3 BP	R4 BP	R5 BP	B BP	E BP	O/I BP	M BP						
• Refer to Section 5-1-8(7), <i>Temporary Trailers</i> , for specific requirements.																
<b>Farmers Market</b>	R1	R2	R2A	R3	R4	R5	B	E	O/la	M						

TUP	TUP	TUP	TUP
-----	-----	-----	-----

- Permitted a maximum of one (1) day within a consecutive seven (7) day period. The hours of operation are limited to a maximum six (6) hour period, which includes vendor set-up and removal, subject to the approval of the Director of Community & Economic Development.
- All products sold by vendors must be home-grown or home-made, and sold by the producer(s), family member(s), employee(s), or designated representative(s). In the event a vendor is deemed not to meet these criteria, but is determined the vendor adds material value to the market, the Director of Community & Economic Development has authority to make exceptions to such criteria.
- Other related activities, special programs and events may be conducted on the premises subject to the review and approval of the Director of Community & Economic Development.
- A Market Manager shall be designated by the Applicant to serve as the principal person responsible for overseeing the operations of the market. The Market Manager shall ensure all waste, debris, or any other evidence of the market is removed from the premises no later than two (2) hours after closing time.
- All vendors shall have a valid Illinois State Sales Tax License, except when a temporary (daily) sale is assigned, and shall abide by all food, safety, and health regulations of the Village of Lincolnshire and the Lake County Department of Health and the State of Illinois at all times.

### Garage Sales

R1 TUP	R2 TUP	R2A TUP	R3 TUP	R4 TUP	R5	B	E	O/I	M
-----------	-----------	------------	-----------	-----------	----	---	---	-----	---

- Shall be permitted up to three (3) consecutive days between the hours of 8:00 a.m. and 5:00 p.m. each day. Not more than two (2) garage sales shall be conducted on the same premises within a calendar year with a minimum thirty (30) days between each sale. In the event of rain during the three (3) day sale period, such sale period may be extended one additional day within the subsequent seven (7) days for each day of rain.
- A Temporary Use Permit shall be obtained from the Department of Community & Economic Development not less than 48 hours prior to the start of any garage sale.
- Signage shall be in compliance with Section 12-13-1, *Temporary Signs*, of the Lincolnshire Sign Control.

### Holiday Decoration Sales Lot

R1	R2	R2A	R3	R4	R5 TUP	B TUP	E	O/Ia TUP	M
----	----	-----	----	----	-----------	----------	---	-------------	---

- Shall be permitted during the months of October, November and December.
- All items to be displayed and sold shall consist of natural materials (for example; pumpkins, holiday trees and wreaths, etc.).
- Adequate vehicular access and off-street parking provisions shall be provided on-premises of the operation, subject to the determination of the Director of Community & Economic Development.
- Daily operations shall conclude at 9:00 PM.
- One temporary structure shall be permitted for office, sales, or storage uses and shall comply with all yard requirements of this Title.
- Outdoor lighting as described in Section 6-3-15 shall apply, regardless of location.
- All vendors shall have a valid Illinois State Sales Tax License, except when a temporary (daily) sale is assigned, and shall abide by all food, safety, and health regulations of the Village of Lincolnshire Health Code, the Lake County Department of Health and the State of Illinois.

### Mobile Services

R1	R2	R2A	R3	R4	R5	B TUP	E TUP	O/I TUP	M TUP
----	----	-----	----	----	----	----------	----------	------------	----------

- Shall be located entirely on private property and shall only provide service to the owner, tenants and their respective employees or customers with a scheduled appointment window of less than thirty (30) minutes. Consent from the property owner or legal representative of the property owner must be obtained in writing in advance, and a copy of such authorization shall remain on file with the Community & Economic Development Department.
- All services and product storage shall occur within a fully enclosed facility, which may include a mobile facility. All waste, including fluids, shall be contained within the facility and properly disposed pursuant to local, state, and federal guidelines/regulations. Minor services may be permitted outdoors, as authorized by the Department of Community & Economic Development.
- Permitted a maximum of three (3) days in a consecutive seven (7) day period.
- All signage, product and service information must be securely attached to the mobile facility. Directional signs may be permitted to ensure proper traffic circulation and access, as authorized by the Department of Community Economic Development.
- The location of the operation shall not interfere with vehicle ingress and egress to the premises, nor impede

traffic circulation in any way.

- Set-up and removal of the Mobile Services must occur within the same day of operation. Overnight storage and parking of equipment is prohibited.
- A separate Temporary Use Permit shall be required for each individual location of operation, regardless if all services are performed by the same owner/operator.
- All vendors shall have a valid Illinois State Sales Tax License, except when a temporary (daily) sale is assigned, and shall abide by all food, safety, and health regulations of the Village of Lincolnshire Health Code, the Lake County Department of Health and the State of Illinois.



<b>Mobile Food Vendor</b>	North Park, Spring Lake, Public Schools					R5	B	E	O/I	M
	TUP					TUP	TUP	TUP	TUP	TUP

- Shall possess a valid license for operation from the Lake County (IL) Health Department. A copy must be submitted to the Department of Community & Economic Development prior to operation.
- Parking or standing in any public right-of-way for the purpose of preparing, cooking, serving or selling products shall be prohibited, with the exception of ice cream vending.
- All of the proprietor's activity associated with a Mobile Food Vendor must occur within the vehicle.
- Consent from the property owner or legal representative of the land owner, either written or verbal, must be obtained prior to operation.
- All signage, product and menu information must be securely attached to the mobile food vehicle.
- Operation shall be permitted for a maximum of four (4) hours at any single location.

<b>Model Sales Office/Unit/Trailer</b>	R1	R2	R2A	R3	R4	R5	B	E	O/I	M
	BP	BP	BP	BP	BP	BP				

- Shall be permitted upon the recording of a final plat of subdivision for sales or marketing of any residential development and shall not be used for general office purposes.
- Shall be located on the same premises as the development site and must be securely affixed to the ground and meet all applicable codes and regulations of the Village, including building setbacks, light, ventilation, egress, and space for the occupancy of a structure.
- Must be removed upon the sale of the last unit of the development.
- Shall not contain any sleeping or cooking accommodations, unless located in a model unit.

<b>Seasonal Structure</b>	R1	R2	R2A	R3	R4	R5	B	E	O/I	M
	P	P	P	P	P					

- Only one (1) Seasonal Structure shall be permitted at any one time.
- Shall be permitted for a portion of the year for seasonal use only, and shall not remain for an uninterrupted period longer than six (6) months within any consecutive twelve (12) month period.
- Shall not include a permanent foundation.
- Shall not exceed a height of fifteen feet (15') from the established grade.
- Shall have a maximum floor area ratio no greater than 10% of the gross square feet of the Principal Structure on the lot.
- Storage of materials is prohibited.
- Installation of natural gas, water supply or sanitary sewer service, plumbing fixtures or similar utilities is prohibited.
- May be located within the required side and rear yard setbacks, provided they are no closer than ten feet (10') from the side and rear property lines.



<b>Temporary Event</b>	R1	R2	R2A	R3	R4	R5	B	E	O/I	M
						TUP	TUP	TUP	TUP	TUP

- Event hours are limited between the hours of 9:00 a.m. and 11:00 p.m.
- Permitted a maximum of three (3) consecutive days.
- No more than two (2) temporary events shall be permitted on the same premises in any calendar year.
- An Event Manager shall be designated to serve as the principal person responsible for overseeing the operations of the event. The Event Manager shall ensure all waste, debris or any other evidence of the event is removed from the premises no later than two (2) hours after the closing time.
- Adequate off-street parking shall be provided on the premises of the temporary event, as determined by the Department of Community Development. Off-premises parking locations may be permitted, subject to the authority of the Department of Community Development.
- Signage shall be in compliance with Section 12-13-1, *Temporary Signs*, of the Lincolnshire Sign Control.



**MINUTES  
COMMITTEE OF THE WHOLE MEETING  
Monday, August 26, 2019**

Present:

Mayor Brandt	Trustee Harms Muth
Trustee Grujanac	<del>Trustee Hancock</del>
<del>Trustee Leider</del>	Trustee Pantelis
Trustee Raizin	<del>Village Clerk Mastandrea</del>
Village Attorney Simon	Village Manager Burke
<del>Finance Director/Treasurer Peterson</del>	Public Works Director Woodbury
Chief of Police Leonas	Assistant Village Manager/Community &
Planning & Development Manager Zozulya	Economic Development Director Gilbertson
Building Official Jesse	

**ROLL CALL**

Mayor Brandt called the meeting to order at 7:15 p.m., and Village Clerk Mastandrea called the Roll.

**2.0 APPROVAL OF MINUTES**

**2.1 Acceptance of the August 12, 2019 Committee of the Whole Meeting Minutes**

The minutes of the August 12, 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 Consideration of Preliminary Evaluation Regarding an Amendment to an Existing Special Use for Sedgebrook Planned Unit Development to Allow Temporary Events (Sedgebrook Propco SL LLC – 800-890 and 960 Audubon Way)**

Planning & Development Manager Zozulya provided a summary of a preliminary evaluation regarding an amendment to an existing Special Use for Sedgebrook Planned Unit Development to allow two temporary events. Sedgebrook would like to have a car show on September 28 and would like to expedite this request. If the PUD is amended the events would comply with the existing code.

Mr. Dan Harrington, Executive Director at Sedgebrook introduced Bill Schneider, Director of Community Relations at Sedgebrook.

Mr. Harrington provided a presentation regarding their request to amend the existing Special Use for Sedgebrook Planned Unit Development to

allow two temporary events annually at Sedgebrook. Mr. Harrington provided a map indicating where the proposed car show would take place along with parking and traffic for attendance.

Trustee Raizin asked if they had an estimate on the amount of people who would attend. Mr. Harrington stated last year, only the residents, a few family members, and staff attended.

Mayor Brandt noted she and some of staff attended an event at Radford Green recently, and there is ample parking for events. Mayor Brandt also noted there are some vintage car groups in the Village that staff can put Sedgebrook in contact with to possibly include in the event. Trustee Grujanac noted there may be a car club at Stevenson High School to reach out to.

Trustee Raizin asked if there would be any food or drinks served at the event. Mr. Harrington noted Sedgebrook would offer coffee, donuts and a hydration station for the people involved with the car show. Planning & Development Manager Zozulya stated if they were to invite Food Trucks, Sedgebrook would need to amend their request. Mr. Harrington stated he would not want to amend the request.

It was the consensus of the Board to place this item on the Regular Village Board Agenda for a public hearing and potential approval at the September 23, 2019 Regular Village Board Meeting.

**3.12 Preliminary Evaluation Regarding Text Amendments to Single-Family Residential Bulk Regulations in Title 6, Chapter 5A (R1, R2 and R3 Single-Family Residence Districts) and 5B (R2A Single-Family Residence District) of the Lincolnshire Village Code (Village of Lincolnshire)**

Assistant Village Manager/Community & Economic Development (CED) Director Gilbertson summarized the preliminary evaluation regarding text amendments to single-family residential bulk regulations in Title 6, Chapter 5A (R1, R2, and R3 single-family residence districts) and 5B of the Lincolnshire Village Code. Building Official Jesse also provided a presentation of single-family residential bulk regulations.

A brief conversation followed regarding the areas in Lincolnshire with 80,000 square foot lots. Mayor Brandt asked if square footage calculations shared in the presentation includes garage and basement. Building Official Jesse stated living spaces in the code is defined as above-grade and granting a 400 square foot credit for a garage. Trustee Harms Muth stated two-story family rooms and foyers are included in the calculation of living space. Building Official Jesse noted this area is included in calculations for floor area ratio (FAR) as the two story open area for foyers or living spaces does have the potential to contribute to the appearance of bulk. Building Official Jesse noted basement areas

**VILLAGE OF LINCOLNSHIRE  
LAKE COUNTY, ILLINOIS**

**ORDINANCE NO. 19-\_\_\_\_\_**

**AN ORDINANCE AMENDING A SPECIAL USE  
FOR A PLANNED UNIT DEVELOPMENT FOR A  
CONTINUING CARE RETIREMENT CAMPUS  
(SEDGEBROOK)  
(ORDINANCE NO. 03-1864-41)**

**WHEREAS**, Sedgebrook Propco SL VII LLC (“Owner”) is the successor owner of that certain property commonly known as Sedgebrook, and more specifically described in Exhibit A attached hereto and incorporated by reference (the “Subject Property”);

**WHEREAS**, the Owner operates a continuing care retirement campus pursuant to a special use for a planned unit development for the Subject Property granted pursuant to Ordinance No. 03-1864-41, as amended by Ordinance Nos. 04-1899-15, 04-1905-21 and 14-3322-48, which collectively granted and amended a Special Use for a Planned Unit Development for a Continuing Care Retirement Campus (CCRC) in the R4 Single-Family Attached Residential Zoning District for the Subject Property (the “PUD Ordinance”),

**WHEREAS**, the Owner, pursuant to Title 6 of the Village Code, submitted an application for an amendment to the PUD Ordinance to permit temporary events and mobile food vendors to be operated on the Subject Property, subject to compliance with the conditions of Section 6-3-6 of the Zoning Code (the “PUD Application”); and

**WHEREAS**, a public hearing was held on the PUD Application by the Corporate Authorities on September 23, 2019, pursuant to notice duly published on September 3, 2019, in the *Daily Herald*, a newspaper of general circulation, as provided by law; and

**WHEREAS**, the Corporate Authorities have concluded that the PUD 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.**

A. 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.

B. The findings of fact of the Applicant, attached hereto as **Exhibit “B”**, are herein incorporated by reference as the findings of this Board to the same effect as if fully recited herein at length. All references in the findings and recommendations are made the references of the Mayor and Board of Trustees of the Village of Lincolnshire.

**Section 2. Amendment to PUD Ordinance.**

A. **Future References.** From and after the effective date of this Ordinance, all references in the PUD Ordinance, as amended, shall be deemed to mean the PUD Ordinance, as amended by this Ordinance. All provisions of the PUD Ordinance that are

not in express conflict herewith are hereby affirmed and shall remain in full force and effect.

**B. Special Use Amendment.** The Special Use for a Planned Unit Development for a Continuing Care Retirement Campus granted to the Subject Property by the PUD Ordinance and the final planned unit development plan described in the PUD Ordinance are hereby amended to permit temporary events and mobile food vendors to be operated on the Subject Property, subject to compliance with the conditions of Section 6-3-6 of the Zoning Code.

**Section 3. Consents.** By signing the acknowledgement and accepting the terms and conditions of this Ordinance, the Owner knowingly and voluntarily waives, for itself and its successors and assigns, any and all claims against the Village, its elected and appointed officers, employees and agents, of whatever kind, nature and amount, resulting from the limitations on the development described in this Ordinance. Notwithstanding the foregoing, nothing in this Ordinance shall be deemed to waive the ability for the Owner, or its successors and assigns, to petition the Village, from time to time, for other and further zoning and subdivision approvals.

**Section 4. 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 and subject to the terms of the Annexation Agreement, as amended, 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 5. 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 6. 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 7. Effective Date; Assent.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance shall not take effect until a true and correct copy of this Ordinance is executed by the Owners, 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.

**PASSED** this \_\_\_\_th day of \_\_\_\_\_, 2019, by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

**APPROVED** this \_\_\_\_th day of \_\_\_\_\_, 2019.

---

Elizabeth J. Brandt, Mayor

**ATTEST:**

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Barbara Mastandrea, Village Clerk

Published by me in pamphlet form

this \_\_\_\_th day of \_\_\_\_\_, 2019.



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

LOT 1 IN SEDGEBROOK RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 22, THE SOUTHWEST 1/4 OF SECTION 23, THE NORTHWEST 1/4 OF SECTION 26, AND OF THE NORTHEAST 1/4 OF SECTION 27, ALL IN TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2014 AS DOCUMENT 7122660, IN LAKE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE WESTERLY TWENTY-FIVE (25) FEET, MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF OF SAID LOT 1, AS SET FORTH ON THE PLAT OF DEDICATION TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR ILLINOIS STATE ROUTE 21, RECORDED FEBRUARY 28, 2017 AS DOCUMENT 7376076, IN LAKE COUNTY, ILLINOIS.

P.I.N. 15-23-302-049; 15-23-406-059

**EXHIBIT B**

**FINDINGS OF FACT**

*[ATTACHED]*

**REQUEST FOR BOARD ACTION**  
**Regular Village Board Meeting**  
**September 23, 2019**

<b>Subject:</b>	Resolution for Maintenance of Streets and Highways
<b>Action Requested:</b>	Approval of a Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code - January 1, 2019 to December 31, 2019 (Village of Lincolnshire – Waiver of First Reading Requested)
<b>Originated By/Contact:</b>	Wally Dittrich, P.E., Assistant Public Works Director/Village Engineer
<b>Referred To:</b>	Mayor and Board of Trustees

**Summary / Background:**

The proposed resolution allocates \$175,000 from the Village's Motor Fuel Tax Fund (MFT) to this year's street resurfacing project and is a State requirement to utilize this state-remitted revenue source.

The Village's Fiscal Year 2019 Budget allocates a total of \$520,000 for the 2019 Road Project and \$250,000 for the 2019 Bike Path Resurfacing Project. With the bids for both the street resurfacing and path project coming in \$122,000 above the engineer's estimate, staff proposes \$416,000 to come from the General Capital Fund, \$175,000 from the State Motor Fuel Tax (MFT) Fund and \$301,000 for the bike path project from the General Capital Fund which would have an associated line item transfer from the Park Development Fund.

See table below for a comparison the approved 2020 Budget to the anticipated expenditures as a result of the outcome of the recent bid process:

	Source of Funds	Approved Budget	Bid Breakdown	Difference
2019 Road Project				
	Motor Fuel Tax	\$175,000	\$175,000	\$0
	General Capital Fund	\$345,000	\$416,000	\$71,000
2019 Bike Path Resurfacing Project				
	Park Development Fund	\$250,000	\$301,000	\$51,000
<b>Total:</b>		<b>\$770,000</b>	<b>\$892,000</b>	<b>\$122,000</b>

While the project is over budget, the difference will be made up by other projects receiving lower bids than what was budgeted as well as projects in the 2019 budget that will be deferred to the 2020 budget.

**Service Delivery Impact:**  
No Change

**Recommendation:**

Staff requests that the Mayor and Board of Trustees waive the first reading of this item, and approve the resolution in order to allocate MFT funds for the project.

Reports and Documents Attached:

- ***Resolution for Maintenance of Streets and Highways, Bureau of Local Roads Form 14220***
- ***Municipal Estimate of Maintenance Costs, Bureau of Local Roads Form 14222***

Meeting History	
Regular Village Board Meeting:	September 23, 2019



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	20-00000-01-GM

BE IT RESOLVED, by the Board of the Village of Lincolnshire of Lincolnshire Illinois that there is hereby appropriated the sum of One Hundred Seventy-Five Thousand, and 00/100 Dollars (\$175,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 09/01/19 to 08/01/20.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Lincolnshire shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Name of Clerk Village Clerk in and for said Village of Lincolnshire in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board of Lincolnshire at a meeting held on Date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer  
Department of Transportation

Date



Estimate of Maintenance Costs

Submittal Type Original

Table with 5 columns: Local Public Agency, County, Section Number, Maintenance Period Beginning, Maintenance Period Ending. Values: Village of Lincolnshire, Lake, 20-00000-01-GM, 09/01/19, 08/01/20

Maintenance Items

Main maintenance items table with 9 columns: Maintenance Operation, Maint Eng Category, Insp. Req., Material Categories/Point of Delivery or Work Performed by an Outside Contractor, Unit, Quantity, Unit Cost, Cost, Total Maintenance Operation Cost. Includes 'Street Improvements Section 20-00000-01-GM' and a 'Total Operation Cost' of \$740,400.00.

Estimate of Maintenance Costs Summary

Maintenance

- Local Public Agency Labor
Local Public Agency Equipment
Materials/Contracts(Non Bid Items)
Materials/Deliver & Install/Request for Quotations (Bid Items)
Formal Contract (Bid Items)

Summary table for Maintenance with 3 columns: MFT Funds, Other Funds, Estimated Costs. Total: \$175,000.00, \$716,000.00, \$891,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering

- Maintenance Engineering
Material Testing
Advertising
Bridge Inspection Engineering

Summary table for Maintenance Engineering with 3 columns: MFT Funds, Other Funds, Total Est Costs. Total: \$0, \$49,940.00, \$49,940.00

Total Estimated Maintenance

\$175,000.00 \$765,940.00 \$940,940.00

Remarks

Empty box for remarks

SUBMITTED

Local Public Agency Official and Date fields

Title field

County Engineer/Superintendent of Highways and Date fields

APPROVED

Regional Engineer, Department of Transportation, and Date fields

**REQUEST FOR BOARD ACTION**  
**Regular Village Board Meeting Meeting**  
**September 23, 2019**

<b>Subject:</b>	2019 Road and Bike Path Resurfacing Project
<b>Action Requested:</b>	Approval of a Contract for the Construction of the Village's 2019 Road and Bike Path Resurfacing Project with Builders Asphalt, Rosemont, IL in an Amount not to Exceed \$892,000 (Village of Lincolnshire)
<b>Originated By/Contact:</b>	Wally Dittrich, P.E., Assistant Public Works Director/Village Engineer
<b>Referred To:</b>	Mayor and Board of Trustees

**Summary / Background:**

This years' resurfacing project includes both roadways and bike paths. Staff recommends approval of a contract with low bidder Builders Asphalt, of Rosemont, Illinois in the amount of \$890,888.00 to perform resurfacing, curb repair, and drainage improvements along the streets and bike paths listed below.

Street	Limits	Length (Miles)
Fox Trail	All	.62
Deer Run	All	.10
Fairfax	All	.15
Pheasant Row	All	.15
Exmoor (patching only)	All	
<b>Totals</b>		1.02

Bike Path	Limits	Length (Miles)
Riverwoods	South Village Limit to Duffy	.78
Old Mill Connector	All	.27
Farrington Connector	All	.11
Northampton Connector	All	.06
<b>Totals</b>		1.22

Three bids were received for the project. The Engineers Estimate for the project was \$788,989.80. Bids received were \$101,898.20 over the engineers estimate. The road resurfacing portion of the project was estimated to be \$560,000 (vs. \$590,000 bid) and the bike path resurfacing portion of the project was estimated to be \$230,000 (vs. \$301,000 bid). The main reason for the higher bids for the roadway contract include a significant amount of drainage work (\$70,000) that needed to be included in the project due to the condition of the drainage system along the roadways that are being resurfaced which include repairs to catch basins, replacement of drainage structures, small segments of storm sewer replacement, and the adjustment of the height of drainage structures, higher prices for asphalt compared to the same period last year, and the recent wet weather has also hurt contractors availability and productivity which are also factored into the bid price. The main reason for the bike path resurfacing bids being higher than the engineer's estimate was the amount of hand work required for the connector paths and the way all bidders chose to price out that aspect of the

work. In previous years, more favorable bid prices were seen during the fall as contractors were filling out their year end workload, however that did not appear to be the case this year.

**Budget Impact:**

<u>Funding</u>		<u>Expenditures</u>	
General Fund (Road Resf)	\$345,000	Resurfacing Project	\$ 590,000
General Fund (Parks)	\$250,000	Bike Path Project	\$ 301,000
MFT Fund	\$175,000	Total Construction Cost	<u>\$ 892,000</u>
Construction Engineering	<u>\$100,000</u>	Construction Engineering	\$50,000
Total Allocated Funds	\$870,000	<b>Total Project Cost</b>	<b>\$ 942,000</b>

The Village’s Fiscal Year 2019 Budget allocates a total of \$520,000 for the 2019 Road Project and \$250,000 for the bike path resurfacing project. With the bids coming in above the engineer’s estimate \$416,000 will come from the General Capital Fund, \$175,000 from the State Motor Fuel Tax (MFT) Fund and \$301,000 for the bike path project from the general fund which would have an associated line item transfer from the Park Development Fund. While the project is over budget, the difference can be made up do other projects receiving lower bids than what was budgeted as well as projects in the 2019 budget that will be deferred to the 2020 budget.

**Service Delivery Impact:**

No Change

**Recommendation:**

Staff requests that the Mayor and Board of Trustees approve the bid with Builders Asphalt in order to complete the project this year. Builders Asphalt was formerly known as Orange Crush and previously worked in Lincolnshire last year constructing and paving Riverside Road and Milwaukee Avenue for Camberly Club, Riverside Road and Woodland Trail in the Lincolnshire Trails subdivision as well as the paving work at 444 Social.

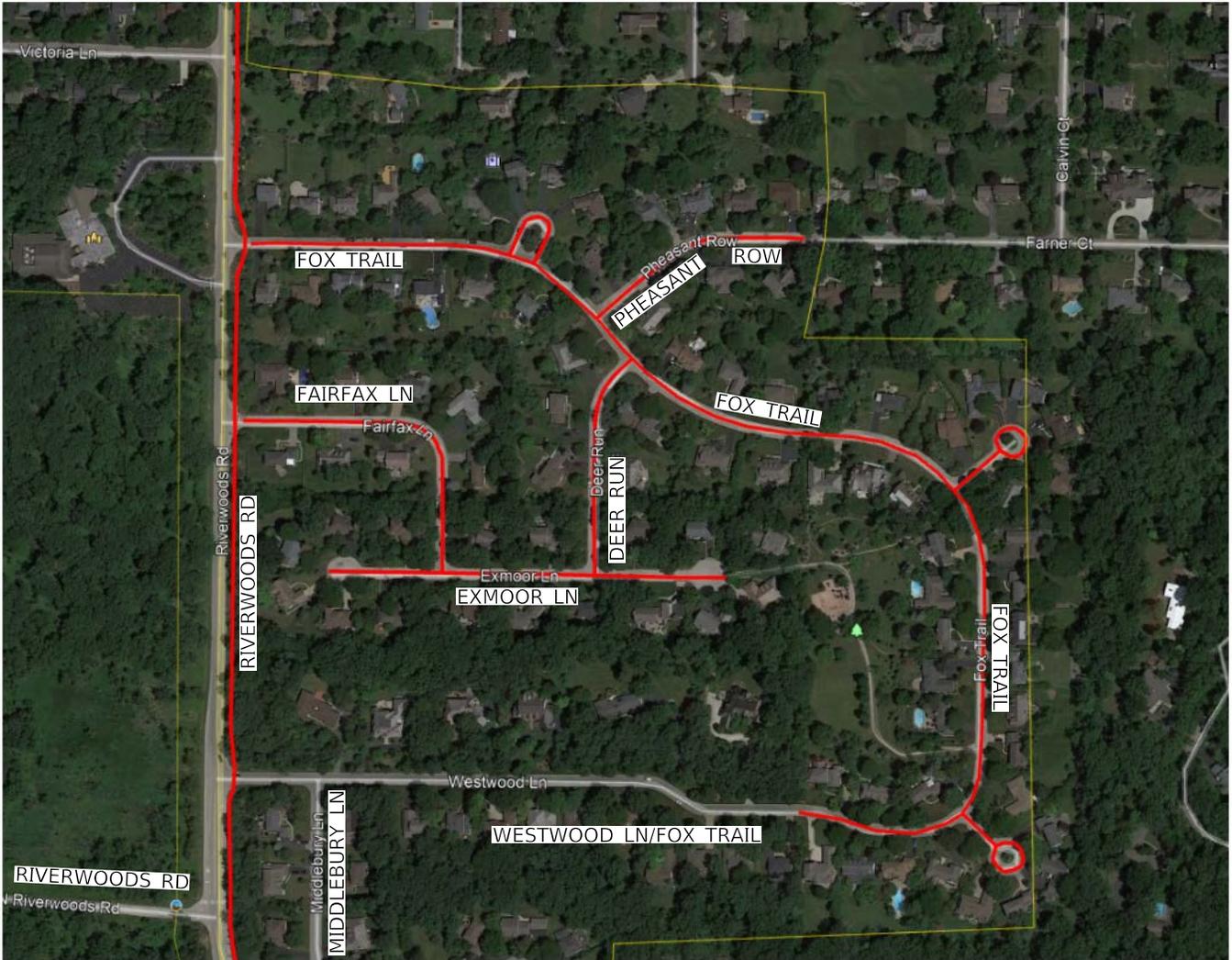
**Reports and Documents Attached:**

- 2019 Resurface Project Bid Tab
- Project Location Maps

<b>Meeting History</b>	
<b>Regular Village Board Meeting:</b>	<b>September 23, 2019</b>

TABULATION OF BIDS

NO.	ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		Builders Paving LLC		J.A. Johnson Paving Co.		Peter Baker & Son Co.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	EARTH EXCAVATION	CU YD	246	\$30.00	\$ 7,380.00	\$ 50.00	\$ 12,300.00	\$ 75.00	\$ 18,450.00	\$ 27.00	\$ 6,642.00
2	TEMPORARY EROSION CONTROL BLANKET	SQ YD	1,477	\$3.00	\$ 4,431.00	\$ 1.72	\$ 2,540.44	\$ 5.50	\$ 8,123.50	\$ 1.10	\$ 1,624.70
3	SOIL DISPOSAL ANALYSIS	EACH	1	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
4	NON-SPECIAL WASTE DISPOSAL	CU YD	25	\$75.00	\$ 1,875.00	\$ 140.00	\$ 3,500.00	\$ 135.00	\$ 3,375.00	\$ 85.00	\$ 2,125.00
5	PREPARATION OF BASE	SQ YD	5,447	\$1.00	\$ 5,447.00	\$ 2.00	\$ 10,894.00	\$ 3.00	\$ 16,341.00	\$ 6.00	\$ 32,682.00
6	AGGREGATE BASE REPAIR	TON	152	\$18.00	\$ 2,736.00	\$ 60.00	\$ 9,120.00	\$ 50.00	\$ 7,600.00	\$ 30.00	\$ 4,560.00
7	AGGREGATE BASE COURSE, TYPE B, 4"	SQ YD	249	\$5.00	\$ 1,245.00	\$ 4.00	\$ 996.00	\$ 20.00	\$ 4,980.00	\$ 4.00	\$ 996.00
8	SIDEWALK REMOVAL	SQ FT	2,224	\$2.00	\$ 4,448.00	\$ 1.00	\$ 2,224.00	\$ 1.00	\$ 2,224.00	\$ 1.00	\$ 2,224.00
9	DRIVEWAY PAVEMENT REMOVAL	SQ YD	6	\$10.00	\$ 60.00	\$ 12.00	\$ 72.00	\$ 10.00	\$ 60.00	\$ 10.00	\$ 60.00
10	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	2,224	\$6.00	\$ 13,344.00	\$ 7.50	\$ 16,680.00	\$ 7.50	\$ 16,680.00	\$ 7.50	\$ 16,680.00
11	DETECTABLE WARNINGS	SQ FT	399	\$35.00	\$ 13,965.00	\$ 23.00	\$ 9,177.00	\$ 32.00	\$ 12,768.00	\$ 32.00	\$ 12,768.00
12	REMOVE AND REINSTALL BRICK PAVER	SQ FT	42.00	\$50.00	\$ 2,100.00	\$ 14.12	\$ 593.04	\$ 25.00	\$ 1,050.00	\$ 15.00	\$ 630.00
13	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	6	\$65.00	\$ 390.00	\$ 75.00	\$ 450.00	\$ 85.00	\$ 510.00	\$ 85.00	\$ 510.00
14	HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL AND REPLACEMENT	SQ YD	127	\$40.00	\$ 5,080.00	\$ 90.00	\$ 11,430.00	\$ 60.00	\$ 7,620.00	\$ 50.00	\$ 6,350.00
15	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	2,332	\$40.00	\$ 93,280.00	\$ 30.00	\$ 69,960.00	\$ 35.50	\$ 82,786.00	\$ 35.50	\$ 82,786.00
16	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	16,100.00	\$2.50	\$ 40,250.00	\$ 2.65	\$ 42,665.00	\$ 4.00	\$ 64,400.00	\$ 3.10	\$ 49,910.00
17	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	105.00	\$12.00	\$ 1,260.00	\$ 18.00	\$ 1,890.00	\$ 5.50	\$ 577.50	\$ 1.00	\$ 105.00
18	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	5,447	\$3.00	\$ 16,341.00	\$ 8.50	\$ 46,299.50	\$ 7.50	\$ 40,852.50	\$ 15.50	\$ 84,428.50
19	CLASS D PATCHES, TYPE I, 4"	SQ YD	790	\$44.00	\$ 34,760.00	\$ 42.50	\$ 33,575.00	\$ 40.00	\$ 31,600.00	\$ 40.00	\$ 31,600.00
20	CLASS D PATCHES, TYPE II, 4"	SQ YD	305	\$40.00	\$ 12,200.00	\$ 42.00	\$ 12,810.00	\$ 40.00	\$ 12,200.00	\$ 40.00	\$ 12,200.00
21	CLASS D PATCHES, TYPE III, 4"	SQ YD	64	\$38.00	\$ 2,432.00	\$ 37.00	\$ 2,368.00	\$ 40.00	\$ 2,560.00	\$ 40.00	\$ 2,560.00
22	CLASS D PATCHES, TYPE IV, 4"	SQ YD	64	\$36.00	\$ 2,304.00	\$ 36.50	\$ 2,336.00	\$ 40.00	\$ 2,560.00	\$ 40.00	\$ 2,560.00
23	CLASS D PATCHES, TYPE I, 6"	SQ YD	872	\$56.00	\$ 48,832.00	\$ 66.00	\$ 57,552.00	\$ 60.00	\$ 52,320.00	\$ 54.00	\$ 47,088.00
24	CLASS D PATCHES, TYPE II, 6"	SQ YD	377	\$50.00	\$ 19,350.00	\$ 57.50	\$ 22,252.50	\$ 60.00	\$ 23,220.00	\$ 54.00	\$ 20,898.00
25	CLASS D PATCHES, TYPE III, 6"	SQ YD	146	\$48.00	\$ 7,008.00	\$ 52.50	\$ 7,665.00	\$ 60.00	\$ 8,760.00	\$ 54.00	\$ 7,884.00
26	CLASS D PATCHES, TYPE IV, 6"	SQ YD	146	\$46.00	\$ 6,716.00	\$ 52.00	\$ 7,592.00	\$ 60.00	\$ 8,760.00	\$ 54.00	\$ 7,884.00
27	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (HAND METHOD)	TON	300	\$105.00	\$ 31,500.00	\$ 245.00	\$ 73,500.00	\$ 250.00	\$ 75,000.00	\$ 300.00	\$ 90,000.00
28	POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	698	\$80.00	\$ 55,840.00	\$ 99.50	\$ 69,451.00	\$ 105.00	\$ 73,290.00	\$ 125.00	\$ 87,250.00
29	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (IL-9.5mm)	TON	2,034	\$78.00	\$ 158,652.00	\$ 92.50	\$ 188,145.00	\$ 105.00	\$ 213,570.00	\$ 120.00	\$ 244,080.00
30	MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS	TON	29	\$150.00	\$ 4,350.00	\$ 400.00	\$ 11,600.00	\$ 250.00	\$ 7,250.00	\$ 450.00	\$ 13,050.00
31	BITUMINOUS MATERIALS (TACK COAT)	POUND	14,549	\$0.20	\$ 2,909.80	\$ 0.01	\$ 145.49	\$ 0.01	\$ 145.49	\$ 0.01	\$ 145.49
32	SHORT TERM PAVEMENT MARKING	FOOT	15	\$5.00	\$ 75.00	\$ 8.00	\$ 120.00	\$ 2.50	\$ 37.50	\$ 1.00	\$ 15.00
33	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	15	\$5.00	\$ 75.00	\$ 7.00	\$ 105.00	\$ 5.00	\$ 75.00	\$ 5.00	\$ 75.00
34	PAINT PAVEMENT MARKING - LINE 6"	FOOT	52	\$3.00	\$ 156.00	\$ 15.00	\$ 780.00	\$ 2.25	\$ 117.00	\$ 2.25	\$ 117.00
35	PAINT PAVEMENT MARKING - LINE 12"	FOOT	596	\$5.00	\$ 2,980.00	\$ 2.25	\$ 1,341.00	\$ 4.50	\$ 2,682.00	\$ 4.50	\$ 2,682.00
36	PAINT PAVEMENT MARKING - LINE 24"	FOOT	86	\$9.00	\$ 774.00	\$ 7.50	\$ 645.00	\$ 9.00	\$ 774.00	\$ 9.00	\$ 774.00
37	INLET FILTERS	EACH	6	\$150.00	\$ 900.00	\$ 100.00	\$ 600.00	\$ 185.00	\$ 1,110.00	\$ 185.00	\$ 1,110.00
38	INLET FILTER CLEANING	EACH	6	\$50.00	\$ 300.00	\$ 40.00	\$ 240.00	\$ 50.00	\$ 300.00	\$ 50.00	\$ 300.00
39	STORM SEWER REMOVAL 10"	FOOT	101	\$30.00	\$ 3,030.00	\$ 7.00	\$ 707.00	\$ 10.00	\$ 1,010.00	\$ 10.00	\$ 1,010.00
40	STORM SEWER REMOVAL 12"	FOOT	5	\$32.00	\$ 160.00	\$ 15.00	\$ 75.00	\$ 15.00	\$ 75.00	\$ 15.00	\$ 75.00
41	STORM SEWERS, CLASS A, TYPE 1 10"	FOOT	101	\$45.00	\$ 4,545.00	\$ 65.00	\$ 6,565.00	\$ 125.00	\$ 12,625.00	\$ 125.00	\$ 12,625.00
42	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	5	\$50.00	\$ 250.00	\$ 140.00	\$ 700.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00
43	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	9	\$1,800.00	\$ 16,200.00	\$ 1,465.00	\$ 13,185.00	\$ 1,500.00	\$ 13,500.00	\$ 1,500.00	\$ 13,500.00
44	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	\$2,500.00	\$ 2,500.00	\$ 3,405.00	\$ 3,405.00	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00
45	MANHOLE, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$2,600.00	\$ 2,600.00	\$ 3,370.00	\$ 3,370.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00
46	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	1	\$360.00	\$ 360.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
47	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
48	SANITARY MANHOLES TO BE ADJUSTED	EACH	3	\$850.00	\$ 2,550.00	\$ 900.00	\$ 2,700.00	\$ 1,150.00	\$ 3,450.00	\$ 1,150.00	\$ 3,450.00
49	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	7	\$400.00	\$ 2,800.00	\$ 750.00	\$ 5,250.00	\$ 1,350.00	\$ 9,450.00	\$ 1,350.00	\$ 9,450.00
50	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	20	\$800.00	\$ 16,000.00	\$ 1,075.00	\$ 21,500.00	\$ 1,000.00	\$ 20,000.00	\$ 1,000.00	\$ 20,000.00
51	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	40	\$450.00	\$ 18,000.00	\$ 300.00	\$ 12,000.00	\$ 350.00	\$ 14,000.00	\$ 350.00	\$ 14,000.00
52	AUXILIARY VALVE BOXES TO BE ADJUSTED	EACH	5	\$500.00	\$ 2,500.00	\$ 400.00	\$ 2,000.00	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00
53	REMOVING INLETS	EACH	10	\$200.00	\$ 2,000.00	\$ 45.00	\$ 450.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00
54	REMOVING MANHOLES	EACH	1	\$500.00	\$ 500.00	\$ 270.00	\$ 270.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
55	EXPLORATION TRENCH (SPECIAL)	FOOT	20	\$50.00	\$ 1,000.00	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00
56	TREE ROOT PRUNING	EACH	20	\$150.00	\$ 3,000.00	\$ 100.00	\$ 2,000.00	\$ 125.00	\$ 2,500.00	\$ 120.00	\$ 2,400.00
57	TREE TRUNK PROTECTION	EACH	20	\$100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 85.00	\$ 1,700.00	\$ 120.00	\$ 2,400.00
58	PARKWAY RESTORATION (SEEDING)	SQ YD	1,477	\$12.00	\$ 17,724.00	\$ 8.65	\$ 12,776.05	\$ 10.50	\$ 15,508.50	\$ 6.50	\$ 9,605.50
59	TEMPORARY EROSION CONTROL SEEDING	POUND	65	\$5.00	\$ 325.00	\$ 1.50	\$ 97.50	\$ 7.00	\$ 455.00	\$ 1.50	\$ 97.50
60	SUPPLEMENTAL WATERING	UNIT	27	\$20.00	\$ 540.00	\$ 20.00	\$ 540.00	\$ 90.00	\$ 2,430.00	\$ 100.00	\$ 2,700.00
61	DUST CONTROL WATERING	UNIT	12	\$25.00	\$ 300.00	\$ 100.00	\$ 1,200.00	\$ 550.00	\$ 6,600.00	\$ 250.00	\$ 3,000.00
62	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	10	\$120.00	\$ 1,200.00	\$ 50.00	\$ 500.00	\$ 75.00	\$ 750.00	\$ 75.00	\$ 750.00
63	TEMPORARY INFORMATION SIGNING	SQ FT	43	\$20.00	\$ 860.00	\$ 12.50	\$ 537.50	\$ 14.00	\$ 602.00	\$ 12.50	\$ 537.50
64	CONSTRUCTION LAYOUT	LSUM	1	\$10,000.00	\$ 10,000.00	\$ 4,250.00	\$ 4,250.00	\$ 9,800.00	\$ 9,800.00	\$ 6,750.00	\$ 6,750.00
65	TRAFFIC CONTROL AND PROTECTION STANDARD 701501	LSUM	1	\$30,000.00	\$ 30,000.00	\$ 4,301.00	\$ 4,301.00	\$ 46,665.01	\$ 46,665.01	\$ 17,300.00	\$ 17,300.00
66	TRAFFIC CONTROL AND PROTECTION STANDARD 701801	LSUM	1	\$5,000.00	\$ 5,000.00	\$ 759.00	\$ 759.00	\$ 1.00	\$ 1.00	\$ 800.00	\$ 800.00
67	MOBILIZATION	LSUM	1	\$35,000.00	\$ 35,000.00	\$ 52,935.98	\$ 52,935.98	\$ 60,000.00	\$ 60,000.00	\$ 30,350.81	\$ 30,350.81
	Engineer's Estimate				\$ 788,989.80						
							\$ 890,888.00	\$ 1,047,700.00		\$ 1,050,000.00	
					Total As Read						



**PROJECT LOCATION:**

**ROADWAY:**

- FOX TRAIL
- PHEASANT ROW
- DEER RUN
- FAIRFAX LANE
- EXMOOR LANE

**LIMITS:**

**FROM:**

- WESTWOOD LANE
- FOX TRAIL
- EXMOOR LANE
- RIVERWOODS ROAD
- CUL DE SAC

**TO:**

- RIVERWOODS ROAD
- END
- FOX TRAIL
- EXMOOR LANE
- CUL DE SAC

**Project Location Map 3**



**PROJECT LOCATION  
Riverwoods Rd  
Trail**

**Riverwoods Rd Trail**

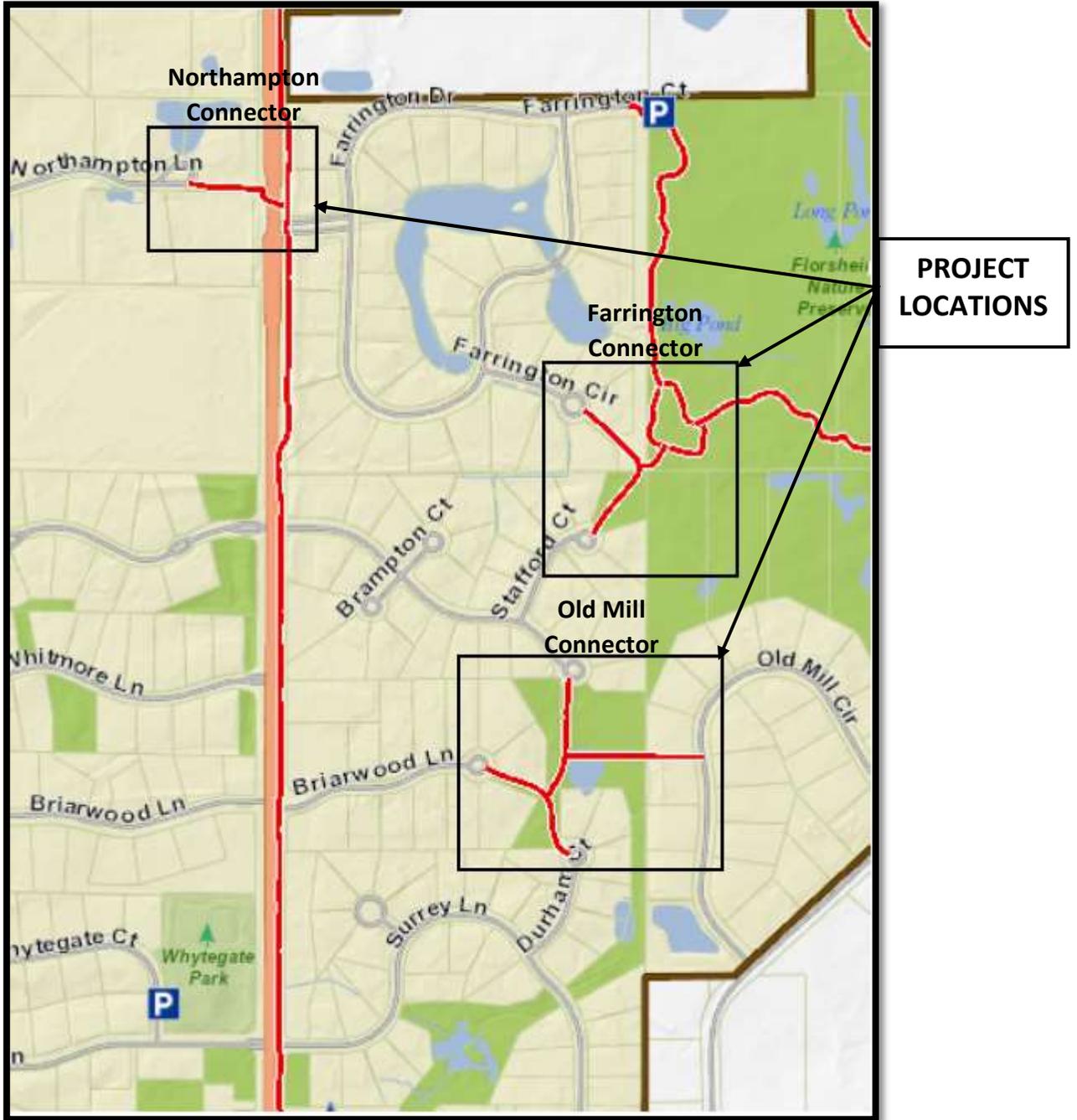
**2019 Pavement Rehabilitation Program**

**Riverwoods Road Trail - Bike Paths**

**Village of Lincolnshire**

**Lake County**

**Project Location Map 4**



**2019 Pavement Rehabilitation Program**

**Bike Paths**

**Village of Lincolnshire**

**Lake County**



**REQUEST FOR BOARD ACTION  
Regular Village Board Meeting  
September 23, 2019**

**Subject:** Construction Engineering Services Agreement between the Village of Lincolnshire and Baxter & Woodman Consulting Engineers

**Action Requested:** Approval of a Professional Services Agreement with Baxter & Woodman Consulting Engineers for Phase 3 – Construction Observation Services for 2019 Road and Bike Path Resurfacing Project in an Amount Not to Exceed \$49,940.00 (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:**

Baxter & Woodman was selected earlier this year after the Village issued a Request for Qualifications (RFQ) for the planning, design, and preparation for the 2019 Road and Bike Path Resurfacing Project. This RFQ included providing construction oversight for the project. Staff recommends using Baxter & Woodman for this work which will include overseeing the contractor’s day to day operations, documenting quantities and materials, completing MFT paperwork, and being the interface between Village residents and staff for any issues or concerns that arise.

The proposal from Baxter & Woodman is for an amount not to exceed \$49,940.

**Budget Impact:**

\$100,000 was included in the 2019 budget for this portion of the project.

**Service Delivery Impact:**

No Change

**Recommendation:**

Staff requests that the Mayor and Board of Trustees approve the contract in order to complete the project this year.

**Reports and Documents Attached:**

- Proposal for Professional Services for 2019 Road and Bike Path Resurfacing Project

Meeting History	
Regular Village Board Meeting:	September 23, 2019

Municipality Village of Lincolnshire	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement Corporate Funds</b>	<b>C O N S U L T A N T</b>	Name Baxter & Woodman, Inc
Township				Address 8678 Ridgefield Rd
County Lake				City Crystal Lake
Section 20-00000-01-GM				State Illinois

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer** Deputy Director Division of Highways, Regional Engineer, Department of Transportation
- Resident Construction Supervisor** Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
- Contractor** Company or Companies to which the construction contract was awarded

**Section Description**

Name 2019 Street Impr. Route var Length 1.60 miles Structure No. n/a

Termini various streets and locations

**Description**

HMA surface removal, HMA binder & surface placement, sidewalk ramp removal & replacement, curb & gutter removal & replacement, structure adjustments, HMA path resurfacing, parking lot resurfacing, driveway removal & replacement and parkway restoration. Engineer's Project #190274.60 NTE=\$49,940

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

**NOTE** Four copies to be submitted to the Regional Engineer

- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j.  Furnish or cause to be furnished:
  - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k.  Furnish or cause to be furnished

- (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
  - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - b. Establishment and setting of lines and grades.
  - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
  - e. Revision of contract drawings to reflect as built conditions.
  - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

**NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.**

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost Under \$50,000	Percentage Fees	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	NTE Amt
Resident Construction Supervisor	\$49,940
Chief of Party	see
Instrument Man	attached
Rodmen	for hours
Inspectors	and rates
_____	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2019. In event the services of the ENGINEER extend beyond 12/31/2019, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 10 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of Lincolnshire of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_,

\_\_\_\_\_ ,

Clerk

By \_\_\_\_\_

(Seal)

Title:

Executed by the ENGINEER:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Title:

Title:

Village of Lincolnshire  
2019 Road Improvements

EXHIBIT B

**SCOPE OF SERVICES**

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
  - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
  - B. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
  - A. Attend periodic construction progress meetings.
  - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
  - C. Prepare construction contract change orders and work directives when authorized by the Owner.
  - D. Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
  - E. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
  - F. Project manager or other office staff visit site as needed.
  - G. Provide the services of a materials testing company, as a subconsultant, to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor.

4. FIELD OBSERVATION – Full Time

- A. Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

6. PROJECT CLOSEOUT – Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

I:\Crystal Lake\LINCV\190274-Pavement Rehab Progr\Contracts\Construction\scope of services.docx

Village of Lincolnshire									
Plan Number: 190274.60									
Plan Name: LINC V 2019 Street Improvements Const									
Level 2	Level 3	Emp	Work Code	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
<b>Overall Project Total</b>				<b>372.00</b>	<b>45,970.00</b>	<b>45,970.00</b>	<b>2,600.00</b>	<b>1,370.00</b>	<b>49,940.00</b>
-- Project Fee						0.00	0.00	0.00	0.00
99 Contingency (optional)						0.00	0.00	0.00	0.00
CS100 Project Initiation				10.00	1,550.00	1,550.00	0.00	30.00	1,580.00
Stephen Wegner				10.00	1,550.00				
01020 Attend Meeting				2.00	310.00				
01360 Manage Project				8.00	1,240.00				
CS105 Construction Administration				18.00	2,790.00	2,790.00	0.00	30.00	2,820.00
Stephen Wegner				18.00	2,790.00				
01020 Attend Meeting				0.00	0.00				
01260 Eng, Field Record Construction				12.00	1,860.00				
01360 Manage Project, Pay requests				4.00	620.00				
01550 Visit Site				2.00	310.00				
CS110 Field Observation				314.00	37,680.00	37,680.00	2,600.00	1,216.00	41,496.00
Engr Tech III				314.00	37,680.00				
01260 Eng, Field				314.00	37,680.00				
CS140 Project Closeout				30.00	3,950.00	3,950.00	0.00	94.00	4,044.00
Engr Tech III				20.00	2,400.00				
01260 Eng, Field - Part Time				20.00	2,400.00				
Stephen Wegner				10.00	1,550.00				
01360 Manage Project				10.00	1,550.00				
OVRBUD Overbudget						0.00	0.00	0.00	0.00
ZZWRTOF Accounting Use Only						0.00	0.00	0.00	0.00

**REQUEST FOR BOARD ACTION**  
**Regular Village Board Meeting**  
**September 23, 2019**

**Subject:** ITEP Stage 3 Improvements – Construction of West Riverwoods Road Bike Path between Whytegate Park and Daniel Wright Jr. High and Westminster Way Sidewalk

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**Action Requested:** Approval of an Agreement with the Illinois Department of Transportation for Stage 3 Improvements for the ITEP Grant Project (Village of Lincolnshire)

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

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**Referred To:** Mayor and Board of Trustees

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**Summary / Background:***Previous Village Board Discussion/Direction*

- **May 22, 2017 COW Meeting:** The Village Board came directed staff request permission from IDOT to repurpose the remaining ITEP funds for the construction of a bike path along Riverwoods Road between Whytegate Park and Daniel Wright Middle School, as well a new connection along Westminster between Homewood Suites and the path around the ponds at the Tri-State business park. Originally, the remainder of the funds were anticipated to be spend on new Village entryway signage and wayfinding signage as part of a larger Villagewide re-branding effort since put on hold.
- **November 2, 2017 Budget Workshop:** The project was included as part of the 2017 Budget as part of a plan to spend the remaining ITEP project funds. Allocation of funds was included in the 2018 budget approved by the Village Board.
- **January 8, 2018 Regular Village Board Meeting:** The Village Board approved an agreement with Gewalt Hamilton for \$71,424 for the Phase I and Phase II Engineering of the Riverwoods Road path and Westminster Way sidewalk.
- **November 1, 2018 Budget Workshop:** The project was included in the 2019 capital improvement project budget and included in the 2019 budget approved by the Village Board.
- **March 11, 2019 COW Meeting:** The Village Board reviewed the path design, alignment, and landscape impacts for the path along the Riverwoods Road staff and directed staff to pursue path realignments to minimize the impacts to trees and screening on the west side of Riverwoods Road as well as evaluate landscape alternatives for the Riverwoods Road corridor

*Existing Path System and Current Path Connectivity Benefits*

A map of the existing path and connector path system north of Half Day Road is attached for reference.

- **Existing Route 22 Paths:** There is a path/sidewalk on both sides of Half Day Road from Westminster Way to Oxford Road/Elm Road and between Barclay/Olde Half Day Road and Prairie Road.
- **Existing Riverwoods Road Paths (Route 22 north):** There is a path on both sides of Riverwoods Road between Half Day Road and Pembroke/Surrey (0.13 miles compared to the 0.28 mile length of the proposed connection).
- **Existing Riverwoods Road Paths (Route 22 south):** There is a path on both sides of Riverwoods Road between Yorkshire Drive and Cedar Lane.

#### Areas Served by the Proposed Path

- The new Riverwoods Road path would allow residents living south of Half Day Road in the Spring Lake Park area to access Daniel Wright Middle School by crossing Half Day Road at Elm Road as opposed to crossing both Half Day Road and Riverwoods Road at the Half Day Road at Riverwoods Road intersection. The length of travel would be reduced for these residents 0.1 – 0.2 miles; however, major roadways to be crossed would be reduced from three to one.
- There are approximately 200 homes within the area bordered by Elm Road, Riverwoods Road, Daniel Wright Middle School, and Half Day Road that could utilize the new connection along Riverwoods Road (this includes the 15 within the Manors of Whytegate).
- There are approximately 530 homes within the area bordered by Half Day Road, Riverwoods Road, and the southern Village limits. Residents in this area could choose to utilize the new connection along Riverwoods Road if they desired to cross Half Day Road at Oxford/Elm instead of going to Yorkshire to cross Riverwoods Road to proceed north.
- The proposed path would improve ease of access and safety for residents living west of Riverwoods Road and north of Route 22 when accessing both Daniel Wright Middle School and Whytegate Park.

#### Trees and Vegetation Proposed for Removal

- The current contract includes quantities for 25 replacement trees in the amount of \$20,000 (the original number of trees proposed for removal).
- The existing vegetation along Riverwoods Road north and south of Whitmore has been reviewed and consists mainly of buckthorn. While there is a minimal amount of other plant species present, there is no effective way to remove the buckthorn and ensure the survival of the existing species.
- Of the 12 trees (diameter greater than 6") identified for removal, 8 are dead, poor, or declining health and consist of 4 Austrian Pines, 1 Red Pine, 2 Spruces and 1 Ash tree. The trees to be removed that are in good health include an Elm Tree, Red Oak Tree and 2 Sycamore Trees
- A conceptual estimate of the cost to add additional screening within the corridor along the path north and south of Whitmore is estimated to be approximately \$12,000 for shrubs and ornamental trees which could be added after the path is constructed.

Total Project Costs

The table below shows the project costs to date including design engineering, construction, and construction engineering.

	Total	Village Share	State Share
<b>Stage 3 Costs</b>			
PH 1 & 2 Engineering	\$77,867	\$77,867	
Construction	\$313,105	\$162,105	\$151,000
Construction Engineering	\$38,771	\$23,671	\$15,100
<b>PROJECT TOTALS</b>	<b>\$429,743</b>	<b>\$263,643</b>	<b>\$166,100</b>
<b>Post Project Plantings</b>	<b>\$12,000</b>	<b>\$12,000</b>	
<b>PROJECT TOTALS</b>	<b>\$441,743</b>	<b>\$275,643</b>	<b>\$166,100</b>

\*\*\* Maintenance costs for this segment would be minimal as the Village already includes Riverwoods Road in its corridor landscape maintenance. In 2019, the Village budgeted \$23,000 for mowing all areas along Half Day Road and Riverwoods Road. Shrub/tree maintenance is performed in-house and by contractors on an as-needed basis.

The Village currently has \$4.3 million programmed in the 10-year Capital Improvement Plan that would be eligible to be funded out of the Park Development fund as shown in the attached project listing from the capital plan. Fund balance of the Park Development Fund over the years in the 5-Year Financial Forecast is shown below for reference:

Account #	Account Description	2019 Estimated Year End	FYE 2020	FYE 2021	FYE 2022	FYE 2023	FYE 2024
<b>Park Development Fund- Cash &amp; Investments</b>							
	Beginning Balance	2,226,990.00	1,527,965.00	633,465.00	221,965.00	(501,535.00)	(850,035.00)
	Add: Revenue	8,250.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00
	Deduct:						
	Expenditures	(707,275.00)	(900,000.00)	(417,000.00)	(729,000.00)	(354,000.00)	(246,000.00)
	Ending Balance	1,527,965.00	633,465.00	221,965.00	(501,535.00)	(850,035.00)	(1,090,535.00)

Tree Bank funds could be utilized to replace trees and screening that has been lost along the path. Tree Bank fund balance information is shown below. Typically \$50,000 is transferred every year from the tree bank fund to the Gen Cap fund.

Account #	Account Description	2019 Estimated Year End	FYE 2020	FYE 2021	FYE 2022	FYE 2023	FYE 2024
<b>Gen Cap "Tree Bank"- Cash &amp; Investments</b>							
	Beginning Balance	231,592.00	181,592.00	131,592.00	131,592.00	131,592.00	131,592.00
	Add: Revenue	-	-	-	-	-	-
	Deduct:						
	Expenditures	(50,000.00)	(50,000.00)	-	-	-	-
	Ending Balance	181,592.00	131,592.00	131,592.00	131,592.00	131,592.00	131,592.00

Summary from 9/9/2019 COW

The Village received an Illinois Transportation Enhancement Project (ITEP) grant in December of 2009. In February of 2010, the Mayor and Board of Trustees (MBOT) selected projects from the Corridor Enhancement Program for implementation utilizing the ITEP funds which consisted of landscaping improvements on medians along Illinois Route 22, the Olde Half Day Road bike path across from Village Hall and for enhanced Village entryway signage and wayfinding signage. Stage I (Route 22 medians enhancements) were completed in 2016. The second project (Stage 2) involving the enhancement of the right-of-way along the north side of Olde Half Day Road and Route 22 between the North Village Green (east entrance) and the Des Plaines River Bridge was completed in 2017. In 2017, the Village determined that given the ongoing rebranding conversations at the time, the remaining funds would be repurposed to fund the improvement of 2 bike/pedestrian facilities in the Village including a new sidewalk connecting the Homewood Suites to the Tri-State/CDW Business Park path along Westminster Way, as well as a new path connecting Whytegate Park to Daniel Wright Middle School using Village owned outlots located along Riverwoods Road between the adjacent homes off of Whitmore and Brampton.

*IDOT has indicated, these funds need to be obligated in 2019, otherwise they will be rescinded by IDOT for use on other projects.*

At the March 11, 2019 Committee of the Whole Meeting, staff presented the Riverwoods Road bike path alignment showing the necessary tree and vegetation removals for the project along with some replacement landscaping. At that time, the Village Board requested staff to re-evaluate the path alignment in order to preserve as much of the existing trees/vegetation as possible and consider a corridor-wide landscaping plan along Riverwoods Road as well as reach out to the residents whose property is adjacent to the project area. Attached is a revised exhibit showing the adjustments made to the path alignment/vegetation removal. The proposed limits of construction are in **red** and the original limits of construction are in **green**. The main areas where modifications were made were in the area of Brampton and Daniel Wright and the connection to Whytegate Park. Path re-alignment and approximately 500 feet of timber retaining walls are proposed to reduce the tree removal from 25 trees to 12 trees (2 of which are already dead and need to be removed). The 2 residents on Brampton were supportive of the project and requested to save as much of the existing screening as possible or plant new screening. The resident to the north side of Whitmore is the most impacted and requests the Village to treat this path like the other corridor paths as much as possible and to replace any screening lost between the path and his home. The residents on the south side of Whitmore is meeting with staff on Friday, September 20, 2019 to review the project. Other items reevaluated were the locations of median cut-throughs on Whitmore and Brampton; which were maintained as designed to reduce impacts to the Riverwoods Road drainage system and power poles, and avoid an existing light pole on Whitmore. Once the project starts, staff plans to evaluate field conditions after initial clearing and grading is complete to determine if the tree/vegetation loss identified in the proposed plans could be reduced even further.

Landscaping enhancement opportunities were evaluated along the Riverwoods Road corridor. Staff worked with the Lake County Division of Transportation to determine if permissibility of additional plantings in their right-of-way if desired by the Village. The current contract includes quantities for 25 replacement trees in the amount of \$20,000 (the original number of trees proposed for removal). This allowance could be utilized for more screening type material given the reduction in tree loss along the corridor. Once the path is cleared, planting locations can be

identified that would provide the best opportunities for adding screening and/or aesthetic enhancements along the Riverwoods Road corridor. The Village requested a landscape architect review the east side of Riverwoods Road for opportunities to add additional planting material, and the evaluation resulted in the recommendation that there was not enough room or suitable environment to plant any additional material in the ditch line between the path and Riverwoods Road. If there was a desire to add additional plantings along the east side of the bike path, additional material would need to be removed in order to accommodate any additional plantings and promote positive growth.

The original Illinois Transportation Enhancement Program grant awarded in 2009 was for a total amount of \$569,982. Stage 1 utilized \$179,635, Stage 2 utilized \$224,247 of this funding; leaving \$166,100 for the remaining Stage 3 work which includes both the Riverwoods Road Bike Path and the Westminster sidewalk. Stages 1 & 2 were funded at a cost share of 80% from IDOT and 20% Village. Using the remainder of the ITEP funds allotted to the Village results in a cost share of 47% from IDOT and 53% from the Village. This cost split is due to the final costs for Stage 2 being higher than originally anticipated once the project was closed out with IDOT, as well as the project cost increased for Stage 3 of the project.

As part of the Village's Illinois Transportation Enhancement Program (ITEP) Grant, the attached Illinois Department of Transportation (IDOT) agreement (Exhibit A) between the Village of Lincolnshire (LA – Local Agency) and Illinois Department of Transportation (State) must be entered into by the Village to obtain approval for the advertisement and subsequent public letting for the project. This required agreement states the Village has appropriated sufficient funds necessary to complete its share of the proposed project. Furthermore, this agreement establishes the State's financial obligation for this Stage of the project. Also, Exhibit C is a resolution required by IDOT to formally indicate the Village has appropriated the required local match to expend the ITEP funding.

**Budget Impact:**

The funds required for this project were previously included in the 2019 budget and will be accounted for in the proposed 2020 budget.

**Service Delivery Impact:**

N/A

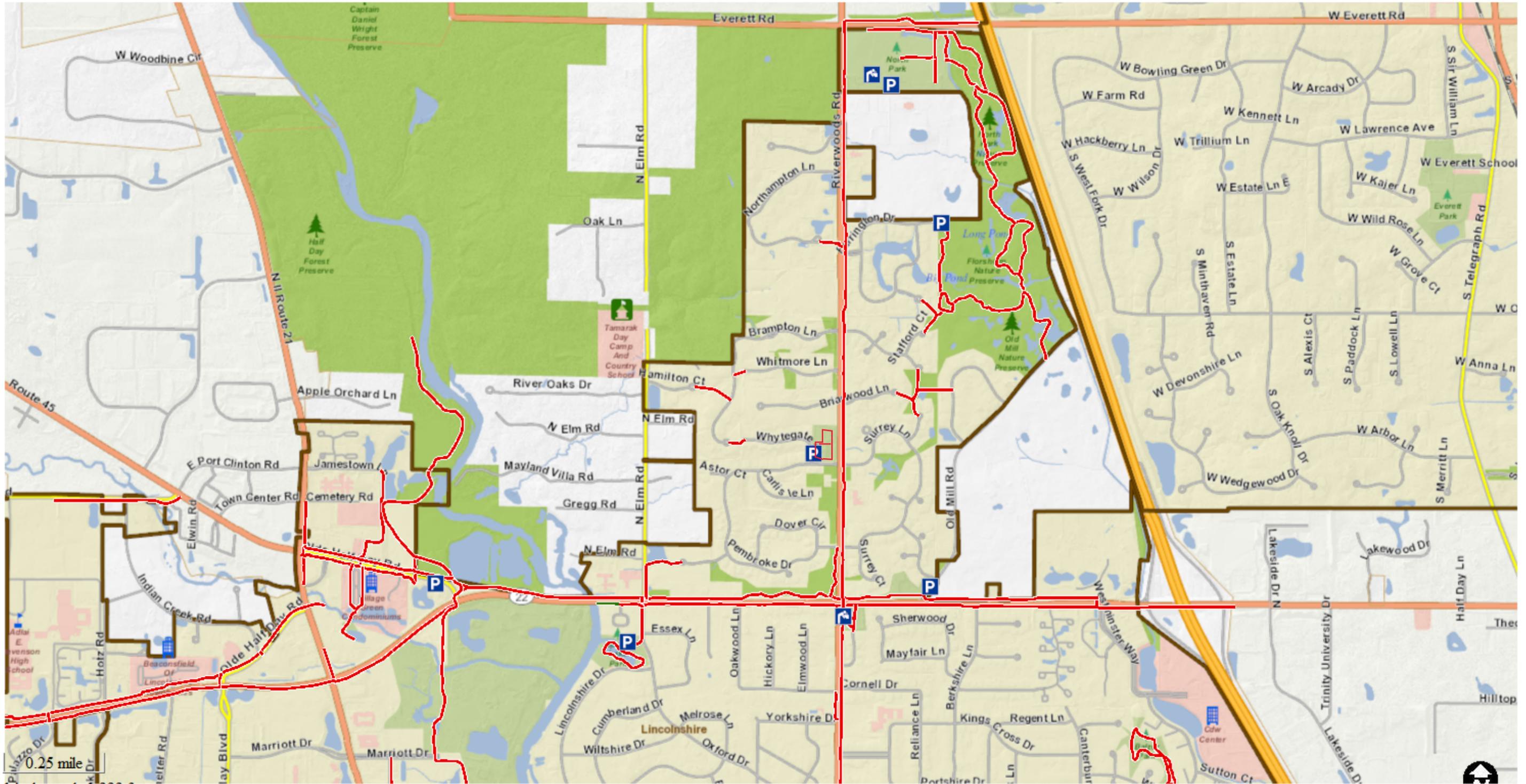
**Recommendation:**

Staff recommends approval of the attached agreement with the Illinois Department of Transportation in order to maintain the project's bidding schedule of November 2019 with the understanding that modifications can still be made to the path alignment as desired by the Village.

**Reports and Documents Attached:**

- Bike Path System Map
- Park Project Summary
- Bike Path Alignment Exhibit
- Illinois Department of Transportation Local Agency Agreement for Federal Participation
- ITEP Stage 3 Location Map
- ITEP Stage 3 IDOT Resolution

Meeting History	
Initial Referral to Village Board (COW):	March 11, 2019
COW:	September 9, 2019



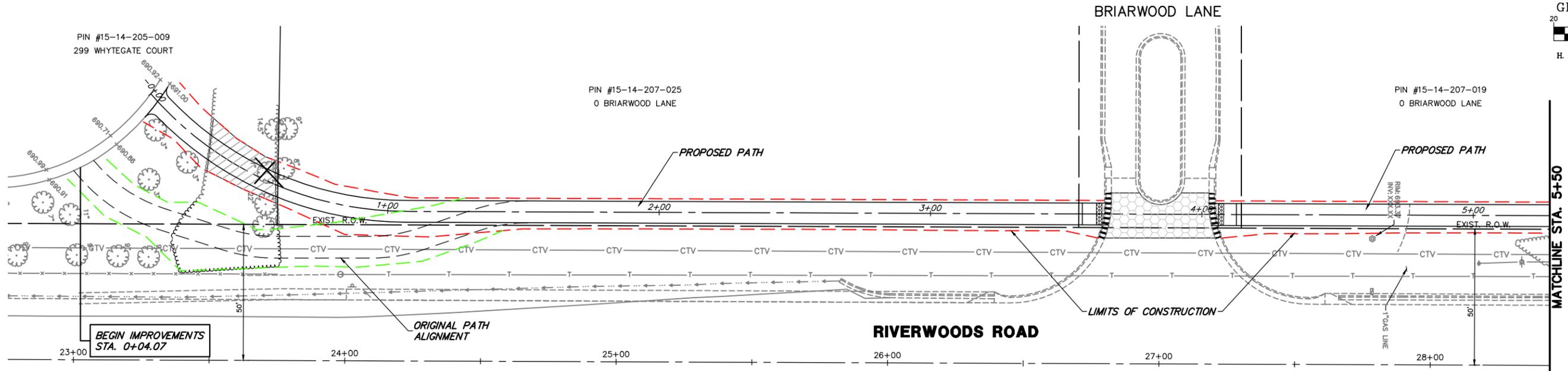
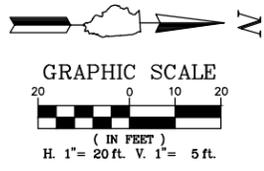
1 inch equals 1,333 feet

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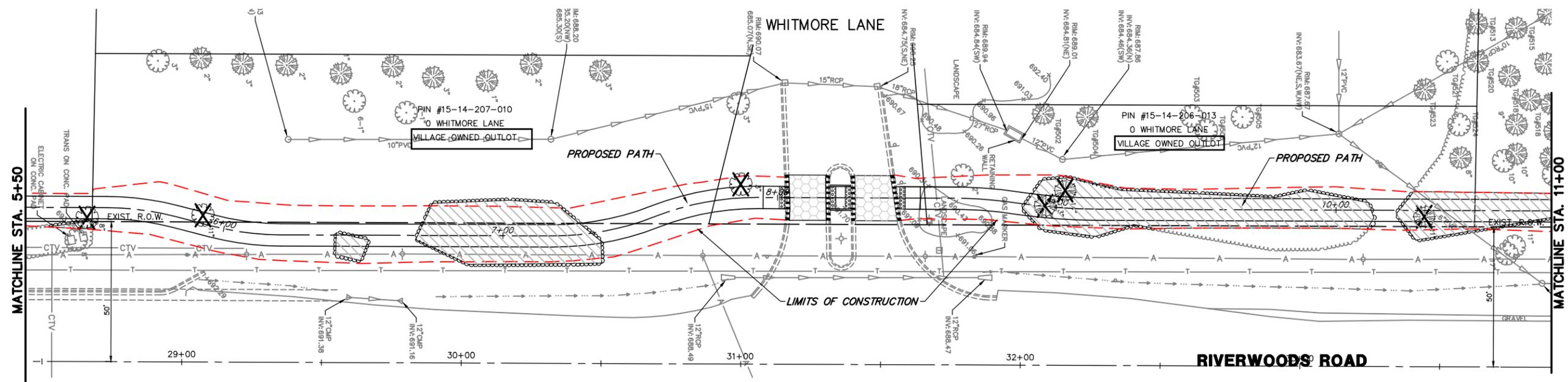
Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



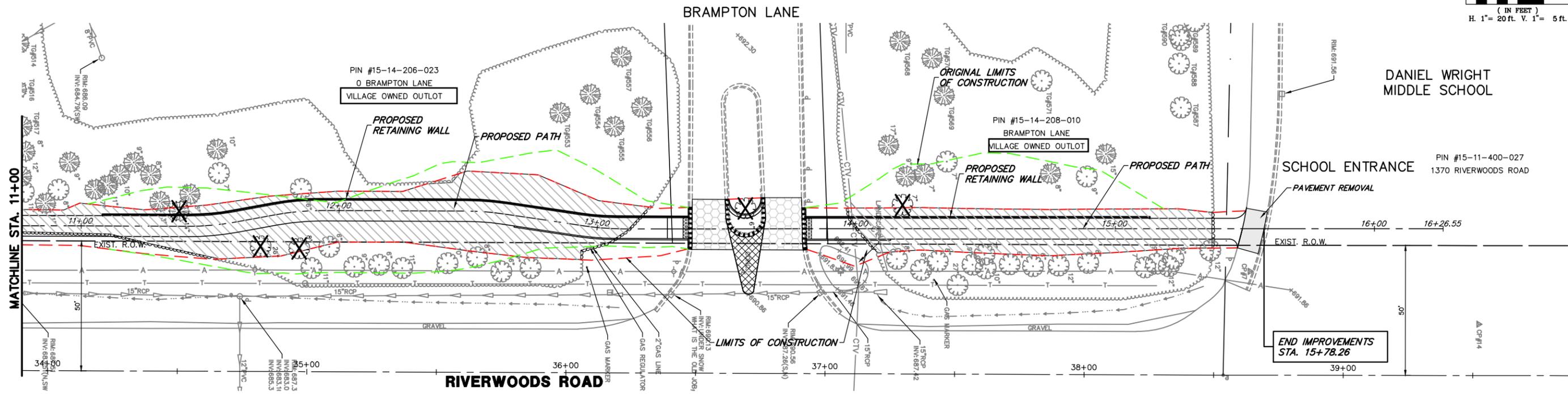
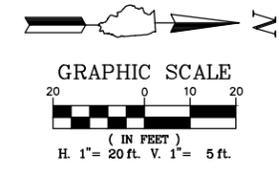


**REMOVAL LEGEND**

- TREE REMOVAL
- COMBINATION CURB & GUTTER REMOVAL
- CLEARING AND GRUBBING
- HOT-MIX ASPHALT SURFACE REMOVAL, 2"
- LIMITS OF CONSTRUCTION
- ORIGINAL LIMITS OF CONSTRUCTION



FILE NAME = 4904.003-PR1 -Phase II-New	DESIGNED - MGC	REVISED -	<b>STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION</b>	<b>PROPOSED IMPROVEMENTS RIVERWOODS ROAD PATH - LINCOLNSHIRE, ILLINOIS</b>		SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	DRAWN - JMR	REVISED -				18-00024-00-BT	LAKE	2	1
	CHECKED - KLB	REVISED -				CONTRACT # 61F63			
PLOT SCALE = 1" = .1667'	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			



**REMOVAL LEGEND**

	TREE REMOVAL
	COMBINATION CURB & GUTTER REMOVAL
	CLEARING AND GRUBBING
	HOT-MIX ASPHALT SURFACE REMOVAL, 2"
	PAVEMENT REMOVAL
	CONCRETE MEDIAN REMOVAL
	LIMITS OF CONSTRUCTION
	ORIGINAL LIMITS OF CONSTRUCTION

FILE NAME = 4904.003-PR1 -Phase II-New  
 DESIGNED - MGC  
 DRAWN - JMR  
 CHECKED - KLB  
 DATE - 11/9/18

DESIGNED - MGC  
 DRAWN - JMR  
 CHECKED - KLB  
 DATE - 11/9/18

**STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION**

**PROPOSED IMPROVEMENTS  
 RIVERWOODS ROAD PATH - LINCOLNSHIRE, ILLINOIS**

FAHMAN RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2698/4390	18-00024-00-BT	LAKE	2	2
CONTRACT #			61F63	

SCALE 1"=20' SHEET NO. 2 OF 2 SHEETS STA. 11+00 TO STA. 15+78.26

ILLINOIS FED. AID PROJECT



# Local Public Agency Agreement for Federal Participation



## LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Lincolnshire	Lake	18-00024-00-BT

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
ITEP	102330	CMAP	10-10-0019

Construction on State Letting    Construction Local Letting    Day Labor    Local Administered Engineering    Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-221-18	L3JG(391)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

## LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Riverwoods Rd	FAU 2698	0.31 MI	5.00	5.31

Location Termini  
Daniel Wright School to Whytegate Park

Current Jurisdiction	Existing Structure Number(s)	Add Location
Lake County Division of Transportation	N/A	Remove

## LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Westminster Way	MUN 4390	.07 MI	0.10	0.17

Location Termini  
Hotel (Homewood Suites) to CDW Path

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Lincolnshire	N/A	Remove

## PROJECT DESCRIPTION

Construction of HMA path between Daniel Wright School and Whytegate Park on Riverwoods Rd and construction of sidewalk between Homewood Suites and HMA walking path along Westminster Way.

## LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

## METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_ )

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - **LPA's Share Balance** \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

#### THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any

approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

**THE STATE AGREES:**

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

**IT IS MUTUALLY AGREED:**

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	LCDOT Jurisdiction and Maintenance for Riverwoods Road
<input checked="" type="checkbox"/>	4.	LPA Funding Resolution
Add Row		

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Elizabeth Brandt

Title of Official

Mayor

Signature

Date

--	--

The above signature certifies the agency's Tin number is

36-600928 conducting business as a Governmental Entity.

Duns Number 092537638

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

--	--

By:

Director of Planning & Programming

Date

--	--

Director of Planning & Programming

Date

--	--

Philip C. Kaufmann, Chief Counsel

Date

--	--

Chief Fiscal Officer (CFO)

Date

--	--

**NOTE:** if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**ADDENDA NUMBER 2**

Local Public Agency	County	Section Number
Village of Lincolnshire	Lake	18-00024-00-BT

<b>Construction</b>	<b>Engineering</b>	<b>Right of Way</b>
Job Number	Project Number	Job Number
C-91-221-18	L3JG(391)	

**DIVISION OF COST**

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Participating Construction	ITEP	\$151,000.00	*				Local	\$162,105.00	BAL	\$313,105.00
- Construction Engineering	ITEP	\$15,100.00	*				Local	\$23,671.00	BAL	\$38,771.00
-										
-										
-										
-										
-										
-										
-										
-										
<b>Total</b>		<b>\$166,100.00</b>		<b>Total</b>			<b>Total</b>	<b>\$185,776.00</b>		<b>\$351,876.00</b>

Add

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:  
 \*Maximum FHWA (ITEP) 80%, not to exceed \$166,100. This is the third stage of improvements that the Village has used ITEP funds for and the construction and construction engineering costs now exceed the remaining balance of ITEP funds awarded to the Village.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

### Instructions for BLR 05310 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

#### Local Public Agency

Name of LPA	Insert the name of the LPA
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	Insert the name of the Metropolitan Planning Organization (MPO) in which the LPA is located if applicable. If not applicable, select "N/A".
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Day Labor	Check this box if the project will be constructed using day labor.
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.
Right-of-Way	Check this box if Right-Of-Way is part of the project.
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Engineering	
Job Number	Insert the job number assigned for the engineering portion of this project.
Project Number	Insert the project number assigned to the engineering portion of this project.
Right-of-Way	
Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
<u>Location</u>	Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.

## Instructions for BLR 05310 - Page 2 of 3

Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

### For State Let Construction Projects:

#### Addenda

Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

1. Location Map                      Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost                      Insert the division of cost page (see separate instructions for completing this document).
3. LPA Appropriation Resolution      For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.
4. IDOT Fiscal Approval Signature Page

#### Approved

- |                                 |   |
|---------------------------------|---|
| Local Public Agency             | The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT official shall sign and date here.   |

### For Local Let Projects:

1. Location Map                      Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost                      Insert the division of cost page (see separate instructions for completing this document)

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

#### Approved

- |                                 |  |
|---------------------------------|--|
| Local Public Agency             | The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT officials shall sign and date here.   |

### Division of Cost Table:

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

#### Example:

- Maximum STR participation 80% not to exceed \$100,000
- Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

## Instructions for BLR 05310 - Page 3 of 3

### Division of Cost Table:

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type form the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

**A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:**

District file  
Bureau of Local Roads Central Office (2)

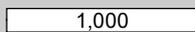
# Legend

 Project Area

**Riverwoods Road**

**Westminster Way**



1 inch =  1,000 Feet

## Location Map

Riverwoods Road / Westminster Way ITEP Improvements  
Lincolnshire, IL  
18-00024-00-BT

LPA: Village of Lincolnshire  
Route: Riverwoods Road south of Daniel Wright School  
Section No.: 18-00024-00-BT  
Project No.: L3JG(391)  
Job No.: C-91-221-18  
Lake County

ADDENDUM #3

CHANGES IN "AGREEMENT PROVISIONS"

UNDER "IT IS MUTUALLY AGREED:"

The following items are added:

- (7) Upon acceptance by the STATE, the jurisdiction, ownership and maintenance of the HMA path Improvements and Pedestrian Signage along Riverwoods Road will be the responsibility of the Village of Lincolnshire.
- (8) If, in the future, the Lake County Division of Transportation (Owner) adopts a roadway geometric improvement requiring removal, modification and/or relocation of the items listed in (7) above, the Village of Lincolnshire shall be responsible for all costs pertaining to such removal, modification and/or relocation.
- (9) The Village of Lincolnshire shall obtain a Permit for this work from the Lake County Division of Transportation (Owner) prior to starting the improvement.

Lake County Division of Transportation (Owner)

Concur: Shane Schneider  
Name

Title: County Engineer

Date: 2-27-19

VILLAGE OF LINCOLNSHIRE

Location: Riverwoods Road and Westminster Way

Section No.: 18-00024-00-BT

Project No.: L3JG(391)

Job No.: C-91-221-18

Lake County

**RESOLUTION**

WHEREAS, the VILLAGE of Lincolnshire is attempting to construct a segment of bike path on Riverwoods Road (County Highway 36) from Daniel Wright School to Whytegate Park and attempting to construct a segment of sidewalk on Westminster Way from the Hawthorn Suites Hotel parking lot to the existing CDW walking path, improvements that total approximately 0.38 miles in length.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a match of local match.

NOW THEREFORE, BE IT RESOLVED by the VILLAGE of Lincolnshire Board that VILLAGE of Lincolnshire authorized the local share of the costs currently estimated to be two hundred thousand eight hundred seventy-six dollars, (\$200,876.00) or as much may be needed to match federal funds in the completion of MFT Section Number 18-00024-00-BT.

BE IT FURTHER RESOLVED that the Mayor and Village Clerk be and are hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project; and

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to transmit three certified copies of this resolution to the Illinois Department of Transportation through the Division of Transportation and one certified copy to the Village through the Village Clerk's Office.

Enacted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
at Village of Lincolnshire, Illinois.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Elizabeth Brandt, Mayor

ATTEST:

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

**REQUEST FOR BOARD ACTION  
Regular Village Board Meeting  
September 23, 2019**

**Subject:** Construction Engineering Services Agreement between the Village of Lincolnshire and Gewalt Hamilton Associates, Inc.

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**Action Requested:** Approval of a Professional Services Agreement with Gewalt Hamilton Associates, Inc. for Phase 3 – Construction Observation Services for Stage 3 Improvements for the Illinois Transportation Enhancement Program (ITEP) Grant Project in an Amount Not to Exceed \$38,771.00 (Village of Lincolnshire)

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

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**Referred To:** Mayor and Board of Trustees

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**Summary / Background:**

As part of the Village's Illinois Transportation Enhancement Program (ITEP) Grant, attached is the Illinois Department of Transportation (IDOT) agreement between the Village of Lincolnshire and Gewalt Hamilton Associates, Inc. (GHA). This agreement is an IDOT (Illinois Department of Transportation) requirement and relates to construction observation services needed for the project scope discussed in the previous agenda item.

February of 2019, staff issued a request for qualifications for the construction engineering services for this project. 6 submittals were received, and the Village selected Gewalt Hamilton as the recommended consultant given their experience constructing similar projects for the Village of Lincolnshire as well as other municipalities and their experience with completing the necessary construction documentation for other IDOT federally funded projects.

**Budget Impact:**

Funds for the Village's share of the construction engineering in the amount of \$23,671.00 will be included in the 2020 budget as this work will take place in 2020. The ITEP grant will cover the remaining \$15,100. The consultant will be paid by the Illinois Department of Transportation and then the Village will be billed accordingly.

**Recommendation:**

Staff requests the Mayor and Board of Trustees place this item on the September 23, 2019, Consent Agenda for approval.

**Reports and Documents Attached:**

- Illinois Department of Transportation Construction Engineering Services Agreement for Federal Participation between the Village of Lincolnshire and Gewalt Hamilton Associates, Inc.

<b>Meeting History</b>	
<b>Committee of the Whole Meeting</b>	<b>September 9, 2019</b>
<b>Regular Village Board Meeting</b>	<b>September 23, 2019</b>

Local Public Agency Village of Lincolnshire	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Gewalt Hamilton Associates, Inc.
County Lake				Address 625 Forest Edge Drive
Section 18-00024-00-BT				City Vernon Hills
Project No. L3JG(391)				State Illinois
Job No. C-91-221-18				Zip Code 60061
Contact Name/Phone/E-mail Address Wally Dittrich/8479132366/ wdittrich@lincolnshire.gov				Contact Name/Phone/E-mail Address Todd Gordon / (847) 478-9700 tgordon@gha-engineers.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LPA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name Riverwoods Road Bikepath & Westminster Route FAU 2698 Length 0.38 Mi Structure No. n/a

Termini Riverwoods Rd: Daniel Wright School to Whytegate Park Westminster Ln: Homewood Suites to CDW Path

Description: This work consists of the addition of a proposed HMA path, a proposed PCC sidewalk, pavement removal, earth excavation, granular material installation, concrete curb and gutter, hot-mix asphalt placement, concrete sidewalk installation, pavement markings, landscape restoration and all incidental and collateral work necessary to complete the project as shown on the plans or as described.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
    - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

- 11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
- 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
- 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LPA AGREES,**

- 1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
- 2. To furnish the necessary plans and specifications.
- 3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation =  $DL + IHDC + OH + FF + SBO$

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

- 5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (A) abide by the terms of the statement; and
      - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (b) Establishing a drug free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
    - (3) any available drug counseling, rehabilitation and employee assistance program; and
    - (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
  10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.



**Exhibit A - Construction Engineering**

Route: Riverwoods Road, Westminster Way  
 Local Lincolnshire  
 (Municipality/Township/County)  
 Section: 18-00024-00-BT  
 Project: L3JG(391)  
 Job No.: C-91-221-18

\*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH) 0.00 %  
 Complexity Factor (R) 0.00  
 Calendar Days \_\_\_\_\_

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]
- Fixed Fee 2  14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

<b>Cost Estimate of Consultant's Services in Dollars</b>									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
<b>Totals</b>		0.00							\$1,260.78





## PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME  
 PRIME/SUPPLEMENT  
 Prepared By

Gewalt Hamilton Associates  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE 02/11/19  
 PTB-ITEM# 1

CONTRACT TERM 3 MONTHS  
 START DATE 8/1/2019  
 RAISE DATE 5/1/2019  
 END DATE 10/31/2019

OVERHEAD RATE 160.00%  
 COMPLEXITY FACTOR 0  
 % OF RAISE 3%

### ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	8/1/2019	5/1/2019	-3	-100.00%
1	5/2/2019	11/1/2019	6	206.00%

---

The total escalation = 6.00%

# PAYROLL RATES

FIRM NAME Gewalt Hamilton Associates 02/11/19  
 PRIME/SUPPLEMENT 0  
 PTB-ITEM # 1

### ESCALATION FACTOR

*Note: Rates should be capped on the AVG 1 tab as necessary*

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	
Principal	\$70.00	\$70.00
CE VI	\$69.00	\$70.00
CE V	\$65.63	\$66.94
CE IV	\$54.73	\$55.82
CE III	\$42.29	\$43.14
CE II	\$29.50	\$30.09
CE I	\$27.37	\$27.92
Land Surveyor IV	\$46.75	\$47.69
Land Surveyor II	\$34.38	\$35.07
GISP I	\$32.00	\$32.64
Environmental Consult II	\$30.50	\$31.11
ET V	\$54.00	\$55.08
ETIV	\$38.53	\$39.30
ET III	\$29.75	\$30.35
ET II	\$26.50	\$27.03
Admin I	\$24.93	\$25.43





**GHA Hourly Rate Range**

Riverwoods Rd Bikepath & Westminster (FAU Route 2698)

Section No.: 18-00024-00-BT

Project No.: L3JG(391)

Job No.: C-91-221-18

<b>Classification</b>	<b>From</b>	<b>To</b>	<b>Average</b>	<b>IDOT Max</b>
Principal Engineer	\$ 70.00	\$ 73.00	\$ 71.44	\$ 70.00
Civil Engineer VI	\$ 65.00	\$ 70.00	\$ 69.00	
Civil Engineer V	\$ 65.00	\$ 68.00	\$ 66.00	
Civil Engineer IV	\$ 47.00	\$ 63.00	\$ 54.22	
Civil Engineer III	\$ 38.00	\$ 49.00	\$ 42.29	
Civil Engineer II	\$ 29.00	\$ 37.00	\$ 29.50	
Civil Engineer I	\$ 25.00	\$ 29.00	\$ 27.37	
Land Surveyor IV	\$ 43.00	\$ 50.00	\$ 46.75	
Land Surveyor II	\$ 32.00	\$ 38.00	\$ 34.38	
Land Surveyor I	\$ 25.00	\$ 30.00	N/A	
GISP I	\$ 25.00	\$ 32.00	\$ 32.00	
Environmental Consultant II	\$ 29.00	\$ 35.00	\$ 30.50	
Engineering Tech V	\$ 40.00	\$ 62.00	\$ 54.00	
Engineering Tech IV	\$ 31.00	\$ 45.00	\$ 38.53	
Engineering Tech III	\$ 28.50	\$ 32.00	\$ 29.75	
Engineering Tech II	\$ 24.00	\$ 28.50	\$ 26.50	
Engineering Tech I	\$ 15.00	\$ 23.00	\$ 18.39	
Admin I	\$ 17.00	\$ 40.00	\$ 23.80	



## SCOPE OF SERVICES

Phase III Construction Engineering Services  
Riverwoods Rd Bike Path & Westminster Improvements  
Village of Lincolnshire  
GHA Proposal No. 2019.CS019

## PROJECT UNDERSTANDING

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The Riverwoods Road Bike Path and Westminster Way Sidewalk Improvement is a bicycle passage enhancement project in the Village of Lincolnshire, and the project is part of the Village's continued efforts to ultimately connect existing path segments and continually improving the infrastructure throughout the community. The project will be administered and awarded through the Illinois Department of Transportation's (IDOT) Bureau of Local Roads and Streets. As Illinois Transportation Enhancement Program (ITEP) funds will be utilized for construction, the project will follow IDOT procedures for Federal Aid Projects.

The overall project is divided in to two segments; the Riverwoods Road Bike Path and the Westminster Way Sidewalk Improvements. The Riverwoods Road Bike Path section is the construction of a 1,560 lineal foot 8' wide multi-use pathway on the west side of Riverwoods Road (county right-of-way) from Whytegate Park to Daniel Wright Junior High School. The proposed section of pathway will link an existing internal concrete path in Whytegate Park to an existing asphalt path located on the south side of the south entrance/exit driveway to Daniel Wright Junior High School. The proposed path will cross three existing streets at Whitmore Lane, Briarwood Lane, and Brampton Lane. The Westminster Way Sidewalk is the construction of an approximately 300 lineal foot 7' wide concrete "carriage walk" style sidewalk that will link an existing 5' wide concrete sidewalk that surrounds an existing retention pond to the existing entrance/exist driveway to Homewood Suites on Westminster Way. Generally, the project improvements will consist of tree removal, hot-mix asphalt path, concrete sidewalks, various sidewalk and curb and gutter improvements in compliance with the ADA, pavement markings, traffic control, and associated restoration work.

## CONSTRUCTION ENGINEERING SERVICES

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It is our practice to adhere to construction industry standards and insist on compliance with the project plans and specifications in an effort to efficiently produce a quality project.

As such, Construction Engineering Services will be performed in accordance with the services outlined in the Request for Qualifications, as well as Illinois Department of Transportation standard procedures including, but not limited to, the following:

1. GHA will oversee a scheduled pre-construction meeting with project stakeholders prior to the start of construction and provide the meeting attendees with a summary in the form of Minutes for their records.
2. Prior to construction commencement, GHA will utilize measures outlined in our Public Relations Plan to determine impacts on schools, local businesses, places of worship, parks, and other local projects. We will include the Village, Village Hall, Public Works Department(s), School District(s), utility companies, and permitting agencies as members of our project communications team to collaborate and determine the best methods for identifying, reaching, and maintaining relationships with the project stakeholders. Once communications plan is established, GHA will continue to coordinate and communicate with stakeholders using resident letters, project flyers and newsletters as requested to ensure they are properly and consistently informed of the project's progress.

3. GHA will review drawings, diagrams, illustrations, brochures, catalog cuts, shop drawings, project schedules, and other data which the contractor is required to submit for conformance with the design concept and compliance with the contract documents.
4. GHA will provide geometric control and construction layout verification by making random checks to the Contractor's staking to determine if the work is in general conformance with the plans. If an error is found, we will immediately notify the Contractor to make the appropriate changes prior to construction. In addition, our survey crew will also provide before and after measurements and cross sections for applicable pay items.
5. GHA will provide full-time construction observation of the necessary construction operations and processes to ensure all materials and procedures are in conformance with the contract documents. We will utilize IDOT's computer-based system known as the Illinois Construction Records System (ICORS). This system will provide a computerized version of a Daily Diary, Weekly Reports, Daily Quantities, Quantity Book, Pay Estimates, Authorizations, and numerous other reports. We will measure, record, and provide source documentation daily for all quantities for which payment will be made, and we will adhere to general IDOT requirements regarding inspection rates, including, but not limited to, depth checks, yield requirements, and material weight ticket collection to help facilitate a timely project closeout. We will also work with the IDOT documentation auditors and reviewers as necessary to ensure the required records are provided. GHA will keep a project box on site, including all the necessary up-to-date documentation in accordance with standard procedures and IDOT's Documentation of Contract Quantities guide.
6. The Contractor is to secure final permit from Lake County Division of Transportation for work being completed within the County's right-of-way.
7. GHA will act as the Village's Resident Engineer with regards to the issued LCDOT permit and the provisions of the permit that includes providing weekly progress reports to the LCDOT Permit Department and include at the completion of the project, identify in writing to the LCDOT Access Control Officer that all work and improvements have been completed in general conformance with the engineering plans and specifications.
8. If a field change or Authorization is required, whether force account or agreed unit price, GHA will notify and advise the Village prior to making any decisions that may affect the budget. In addition, our documentation of the Contractor's daily activities will help provide sufficient information to permit verification of the nature and costs of any changes in plans or authorized extra work.
9. GHA will make observations of the utility marks provided by the J.U.L.I.E. system and address potential conflicts with the contractor.
10. GHA will schedule and moderate project progress meetings with the Village and Contractor(s) and provide attendees with a summary in the form of Minutes for their records.
11. GHA will coordinate with Village of Lincolnshire's staff for quality assurance testing for the HMA and concrete. Our sub consultant, Soil & Material Consultants, Inc., will administer the quality assurance testing for the field and laboratory requirements regarding soils and aggregate quality. We will confirm and document that all the materials used on the site meet or exceed the quality requirements of the contract and IDOT-issued Project Procedures Guide.
12. GHA will perform daily traffic control inspections in addition to those required weekly and bi-monthly during night hours, and respectively submit deficient remarks to the Contractor with appropriate corrections requested.
13. GHA will provide National Pollutant Discharge Elimination System (NPDES) monitoring in compliance with the ILR10 permit and Designated Erosion Control Inspection (DECI) services, as necessary.
14. GHA will prepare monthly pay requests for the Village's review and provide the required documentation and correspondence for the Village of Lincolnshire to submit to IDOT.

15. GHA will schedule a final walk-through upon project completion with the Village of Lincolnshire's representatives to generate a punch list of deficiencies.
16. GHA will schedule a final walk-through upon completion with LCDOT to obtain final approval and acceptance of the project.
17. GHA will keep current as-builts as the work is performed. We will annotate by hand all revisions, substitutions, variations, and omissions made or discovered during construction. Upon project completion, GHA will provide the Village of Lincolnshire with hard copies and an electronic copy of the record drawing plan set.
18. GHA will coordinate contract closeout procedures with the Contractor and IDOT to ensure an expedient and productive closeout.

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT**

**1. Standard of Care.** The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

**2. Duration of Proposal.** The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

**3. Client Information.** Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

**4. Payment.** Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

**5. Instruments of Service.** The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

**6. Electronic Files.** The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

**7. Applicable Codes.** The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

**8. Utilities and Soils.** When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

**9. Opinion of Probable Construction Costs.** GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

**10. Contractor's Work.** Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

**11. Contractor Submittals.** Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

**12. Hazardous Materials.** Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

**13. Record Drawings.** If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

**14. Disputes.** Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

**15. Miscellaneous.** Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.



Office: 847-870-0544

Fax: 847-870-0661

us@soilandmaterialconsultants.com

www.soilandmaterialconsultants.com

February 8, 2019  
Proposal No. 17,345

Mr. James Houston  
Gewalt Hamilton Associates, Inc.  
625 Forest Edge Drive  
Vernon Hills, IL 60061

Re: Soil and Construction Material Testing  
FAU Riverwoods Rd & Westminster Way  
Lincolnshire, Illinois

Dear Mr. Houston:

Submitted for your consideration is our proposal to provide soil and construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager, provide QA plant testing and provide QA jobsite testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of \$1,845.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Reid T. Steinbach, P.E.  
Director of Engineering

Proposal Accepted By:

Client \_\_\_\_\_

Street \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (     ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Signature \_\_\_\_\_ Position \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

8 W. COLLEGE DR. • SUITE C • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING  
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-19

BITUMINOUS CONCRETE

<u>Service</u>	<u>Estimated Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician with Nuclear Gauge	5 hours	\$ 85.00 /hour 340.00 /day min.	\$ 425.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	1 hours	\$ 140.00 /hour	\$ 140.00
Estimated Cost:			\$ 565.00

Estimates:

<u>Item</u>	<u>Tons</u>	<u>Contractor Working Days</u>	<u>Est. Days - 20% QA</u>
HMA Surface, N50	240	0.5	0.5
HMA Binder, N50	8	0.5	
<b>Total:</b>	<b>248</b>	<b>0.5</b>	<b>0.5</b>

Billing Notes:

Hourly Charges: Portal To Portal  
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5  
 Sundays: Hourly Rate x 2.0

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-19

PORTLAND CEMENT CONCRETE

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician - includes temperature, slump, air and cylinders	10 hours	\$ 85.00 /hour 340.00 /day min.	\$ 850.00
Cylinder Pick-up	2 hours	\$ 85.00 /hour	\$ 170.00
<u>Laboratory Testing</u>			
Cylinder Compressive Strength	8 each	\$ 15.00 each	\$ 120.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	1 hours	\$ 140.00 /hour	\$ 140.00
Estimated Cost:			\$ 1,280.00

Estimates:

<u>Item</u>	<u>Quantity</u>	<u>CY</u>	<u>Contractor Working Days</u>	<u>Est. Days - 20% QA</u>	<u>Cyls.</u>
PCC Combined C & G	185 Ft.	10.3	0.5	0.5	4
PCC Sidewalk (5")	2,745 Ft <sup>2</sup>	42.4	2.0	0.5	4
<b>Total:</b>		52.7	2.5	1.0	8

Billing Notes:

Hourly Charges: Portal To Portal  
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5  
 Sundays: Hourly Rate x 2.0

## TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

### GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

### TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.



**AVERAGE HOURLY PROJECT RATES**

**FIRM** Soil and Material Consultants  
**PTB-ITEM#** 1  
**PRIME/SUPPLEMENT** 0

**DATE** 02/19/19

**SHEET** 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Material Testing											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Asphalt Technician	85.00	5.0	26.32%	22.37	5	26.32%	22.37									
Concrete Technician	85.00	10.0	52.63%	44.74	10	52.63%	44.74									
Concrete Cylinder Pickup	85.00	2.0	10.53%	8.95	2	10.53%	8.95									
Senior Engineer	140.00	2.0	10.53%	14.74	2	10.53%	14.74									
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<b>TOTALS</b>		19.0	100%	\$90.79	19.0	100.00%	\$90.79	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Mr. Anthony Quigley, P.E.
IDOT District One Engineer
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

County Lake
Municipality Village of Lincolnshire
Section 18-00024-00-BT
Route FAU 2698
Contract No.
Job No. C-91-221-18
Project L3JG(391)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Date Signature and Title (for the Local Public Agency)

Jon Zuhr
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.
For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 17-12528.
Jonathon E. Zuhr is an experienced professional with a diverse education and experience within a civil engineering firm. Mr. Zuhr has worked full-time with GHA since 2005, where he has concentrated his efforts in construction phase services, documentation, engineering design, geographic information systems, and data collection and inventory.

Date Signature of Applicant Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved Date Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

## Instructions for Preparation of Form BC 775

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.



Local Public Agency  
Construction Inspector

Anthony Quigley, P.E.  
IDOT District One Engineer  
Regional Engineer  
Department of Transportation  
201 West Center Court  
Schaumburg, Illinois 60196

County	<u>Lake</u>
Municipality	<u>Village of Lincolnshire</u>
Section	<u>18-00024-00-BT</u>
Route	<u>FAU 2698</u>
Contract No.	<u></u>
Job No.	<u>C-91-221-18</u>
Project	<u>L3JG(391)</u>

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved \_\_\_\_\_  
Date Signature and Title of Resident Construction Supervisor

Jon Zuhr  
 Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

**For Consultants Employees:** Documentation of Contract Quantities certificate number is 17-12528.

Jonathon E. Zuhr is an experienced professional with a diverse education and experience within a civil engineering firm. Mr. Zuhr has worked full-time with GHA since 2005, where he has concentrated his efforts in construction phase services, documentation, engineering design, geographic information systems, and data collection and inventory. Mr. Zuhr has provided construction phase services on a variety of projects including lighting improvements; signal installation; signal interconnect; roadway resurfacing, patching and widening; and the removal and replacement of curb, sidewalk, sewer, and guardrail. Services include construction layout, construction observation, documentation using the Illinois Construction Records System, quantity measurements and calculations, public relations, pay estimates, authorizations, and conformance to the contract plans and specifications.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved \_\_\_\_\_  
Date Signature and Title of In Responsible Charge from BC-775

## Instructions for Preparation of Form BC 776

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

A consultant may be utilized for periodic examination and consultation or for full-time technical inspection of construction. However, the prime responsibility for general supervision of the construction must remain with the state. The state (or county or municipality under agreement with the state) cannot be relieved of its responsibility to ensure that the work is performed in accordance with the approved project plans, specifications and estimate.

Therefore, the Department of Transportation requires the local public agency to submit the qualifications of all personnel who will be assigned to construction layout and inspection duties on each Federal-Aid project which will be constructed under the supervision of the county, municipality or other local public agency. This form will be approved by the resident construction supervisor. If the resident construction supervisor is a consultant, this form will also be approved by the local public agency employee in responsible charge.

If a consultant is named on this form, the approved form will be included as an attachment to the construction engineering consultant agreement.

The approved form will be submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This form should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.