



VILLAGE OF LINCOLNSHIRE

AGENDA REGULAR VILLAGE BOARD Virtual Meeting Tuesday, October 13, 2020 7:00 p.m.

This meeting will be conducted by audio or video conference without a quorum of the public body physically present because of a disaster declaration related to COVID-19 public health concerns affecting the Village of Lincolnshire. The Mayor determined that an in-person meeting at the Village Hall with all participants is not practical or prudent because of the disaster.

PUBLIC REMOTE PARTICIPATION OPTIONS

View/Listen - Watch live on Cable Channel 10 or <https://zoom.us/j/97949740977>

- Listen live via phone 312-626-6799 (Access Code = 979 4974 0977).
- Meetings posted to www.lincolnshireil.gov/government/about/agendas-minutes-packets-video the day after meeting.
- **Public Comment – Items Not Requiring a Public Hearing**
 - [Rules for public comment during virtual meetings](#) can be found on the Village website on the “Transparency” webpage.
 - Call 847-913-2312 to leave a voicemail message with your comment by 5:00 p.m. on Tuesday, October 13, 2020. For members of the public leaving voicemails, the voicemails must be:
 - Articulate and audibly comprehensible.
 - Inclusive of the commenter’s name, organization/agency being represented, address (street, city, state), phone number, and the topic or agenda item number the commenter is addressing.
 - No more than two minutes in length.
 - Free of any abusive or obscene language.
 - Email your comment to VOLPublicComment@lincolnshireil.gov by 5:00 p.m. on Tuesday, October 13, 2020. You may also submit a letter by dropping it off in the Village Hall vestibule or mailing it via the United States Postal Service. For members of the public submitting comment via email or letter, the written notice must be:
 - Typed or written legibly.
 - Inclusive of the commenter’s name, organization/agency being represented, address (street, city, state), phone number, and the topic or agenda item number the commenter is addressing.
 - No more than 200 words in length.
 - Free of any abusive or obscene language.
 - Comments received before the meeting will be read concurrent with respective agenda item. Comments may be sent to the VOLPublicComment@lincolnshireil.gov email address during the meeting, but it is not guaranteed they will be read until the end of the meeting.

CALL TO ORDER

1.0 ROLL CALL

2.0 PLEDGE OF ALLEGIANCE

3.0 REPORTS OF OFFICERS

3.1 Mayor's Report

3.11 Proclamation Recognizing and Honoring the Public Service of Park Board Member Lee Campbell

3.2 Village Clerk's Report

3.3 Village Treasurer's Report

3.4 Village Manager's Report

4.0 PAYMENT OF BILLS

5.1 Bills Presented for Payment on October 13, 2020 in the amount of \$314,368.33

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

6.0 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".

6.1 Approval of September 29, 2020 Regular Village Board Meeting Minutes

6.2 Approval of September 29, 2020 Committee of the Whole Meeting Minutes

6.3 Approval of an Ordinance Amending Title 6 (Zoning), Chapter 14 (Administration & Enforcement) of the Lincolnshire Village Code to Revise Regulations Regarding Administration and Enforcement Processes (Village of Lincolnshire)

6.4 Approval of an Ordinance Amending Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Lincolnshire Village Code to Regulate Electric Vehicle Charging Stations (Village of Lincolnshire)

6.5 Approval of an Ordinance Authorizing the Sale or Disposal of Surplus, Obsolete, or Damaged Village Property (Village of Lincolnshire)

6.6 Approval of a Contract with Durabilt Fence, Wheeling, Illinois to Install 2,050 Linear Feet of Split 2-Rail Fence at Rivershire Park in an Amount not to Exceed \$55,845.00 (Village of Lincolnshire)

6.7 Approval of Village of Lincolnshire Bicycle / Pedestrian Plan (Village of Lincolnshire)

6.8 Approval of a Forensic Services Agreement with Illinois State Police (Village of Lincolnshire – Illinois State Police)

7.0 ITEMS OF GENERAL BUSINESS

7.1 Planning, Zoning & Land Use

7.2 Finance and Administration

7.21 Approval of an Ordinance Authorizing an Eighth Extension of a Declaration of Emergency (Village of Lincolnshire – Waiver of First Reading Requested)

7.22 Approval of Proposed Amendments to the Village of Lincolnshire Personnel Policy Manual Pertaining to Holidays/Floating Holidays (Chapter 9); Vacations (Chapter 10); Sick Leave (Chapter 11) (Village of Lincolnshire)

7.3 Public Works

7.31 Approval of a Professional Service Contract with Christopher B. Burke Engineering, Ltd. For Design Engineering Services at a Cost not to Exceed \$298,307.00 for Lincolnshire Drive North Drainage Improvements (Village of Lincolnshire)

7.32 Approval of a Professional Service Contract with Ciorba Group Consulting Engineers for Design Engineering Services at a Cost not to Exceed \$465,002.80 for Lincolnshire Drive South Drainage Improvements (Village of Lincolnshire)

7.33 Approval of a Professional Service Contract with H.R. Green for Design Engineering Services at a Cost not to Exceed \$310,940.13 for Windsor Drive Area Drainage Improvements (Village of Lincolnshire)

7.34 Approval of a Supplement to an Existing Contract with G. Fischer Commercial Construction to Increase the Total Contract Amount up to a Cost not to Exceed \$180,122.21 for Brick Repairs at the Village Hall (Village of Lincolnshire)

7.4 Police

7.5 Parks and Recreation

7.6 Judiciary and Personnel

8.0 REPORTS OF SPECIAL COMMITTEES

9.0 UNFINISHED BUSINESS

10.0 NEW BUSINESS

11.0 EXECUTIVE SESSION (None)

12.0 ADJOURNMENT

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.



VILLAGE OF
L I N C O L N S H I R E

AGENDA ITEM 4.1

**BILLS PRESENTED FOR PAYMENT
10/13/2020**

General Fund	\$	167,983.49
Water & Sewer Fund	\$	24,931.57
Motor Fuel Tax		
Water & Sewer Improvement Fund	\$	10,335.00
Fraud, Alcohol, Drug Enforcement		
Vehicle Maintenance Fund	\$	9,593.85
Park Development Fund		
Sedgebrook SSA	\$	225.00
General Capital Fund	\$	101,299.42
Grand Total	\$	314,368.33

Brad Burke, Village Manager

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 09/30/2020 - 10/13/2020
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: A & E RUBBER STAMP		
621879	Notary Stamp- Zange	23.50
TOTAL VENDOR A & E RUBBER STAMP		23.50
VENDOR NAME: ACCURATE DOCUMENT DESTRUCTION		
6162258	9-3-20 Document Destruction	136.48
TOTAL VENDOR ACCURATE DOCUMENT DESTRU		136.48
VENDOR NAME: AEREX PEST CONTROL SERVICES, INC.		
2362993	Pest Control Services @ Village Hall - Sep	55.00
2362995	Pest Control Services @ Public Works Sep	55.00
TOTAL VENDOR AEREX PEST CONTROL SERVICE		110.00
VENDOR NAME: ALL TECH ENERGY, INC		
844	North Park Lighting Project - Repair of Un	6,912.75
TOTAL VENDOR ALL TECH ENERGY, INC		6,912.75
VENDOR NAME: AMERICAN PRINTING TECHNOLOGIES		
20-LS10-P	10 2020 UB Postage	927.24
20-LS10	10 2020 UB Print Service	465.00
TOTAL VENDOR AMERICAN PRINTING TECHNOL		1,392.24
VENDOR NAME: AMERICAN WATER WORKS		
00429322-20-21	AWWA Membership Renewal for Bob Suda	224.00
TOTAL VENDOR AMERICAN WATER WORKS		224.00
VENDOR NAME: ANDERSON LOCK		
7088908	Resolve Issue with Village Hall Front Door	291.00
TOTAL VENDOR ANDERSON LOCK		291.00
VENDOR NAME: ARLINGTON HEIGHTS FORD		
3652H	Squad 1701 Brasket Hub Bearing	486.21
12402	Truck 245 Check Engine Repair	798.51
3528H	Stock Squad Trans Mounts	111.44
3531H	Stock Squad Engine Mounts	193.30
3527H	Squad 1341 Engine Mounts	384.42
2783H	Squad 1441 Waher Pump	24.04
TOTAL VENDOR ARLINGTON HEIGHTS FORD		1,997.92
VENDOR NAME: ARROWHEAD FORENSICS		
130586	Forensic Light Kit	2,211.35
TOTAL VENDOR ARROWHEAD FORENSICS		2,211.35
VENDOR NAME: BADE SUPPLY		
39081	Paper and Janitorial Goods	487.77
TOTAL VENDOR BADE SUPPLY		487.77
VENDOR NAME: BADGER METER		
80060659	Water Meter Readings - September 2020	166.80
TOTAL VENDOR BADGER METER		166.80
VENDOR NAME: BAXTER & WOODMAN INC.		
0216304	2019 Resurfacing Phase III Engineering 7	1,325.80
0216306	2020 Resurfacing Phase III Engineering 8	4,216.68
TOTAL VENDOR BAXTER & WOODMAN INC.		5,542.48

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: CDW COMPUTER CENTERS		
2159090	Part for computer in A/V Room to Address	103.95
1816330	Battery Back for Panel - Northampton Lift	513.61
TOTAL VENDOR CDW COMPUTER CENTERS		617.56
VENDOR NAME: CHICAGO TRIBUNE		
50037363-2020	Chicago Tribune subscription through yea	133.25
TOTAL VENDOR CHICAGO TRIBUNE		133.25
VENDOR NAME: CHRISTOPHER B BURKE ENGINEERING LTD		
161021	SVG Phase II Design	10,398.00
TOTAL VENDOR CHRISTOPHER B BURKE ENGINE		10,398.00
VENDOR NAME: CINTAS CORPORATION #47P		
4062673093	Weekly Uniform Rental - Public Works	108.58
4063331849	Weekly Uniform Rental - Pubilc Works	108.58
TOTAL VENDOR CINTAS CORPORATION #47P		217.16
VENDOR NAME: COMCAST CABLE		
Sep_Oct 2020_021	Sept-October PW Internet_205 Schelter	153.35
108311550	October 2020 SCADA_10 Park Ave	221.90
Oct_Nov 2020 021	Oct_Nov 2020 VH Internet	393.35
Oct_Nov 2020 023	Oct_Nov 2020 VH Cable _#87711006300	14.78
TOTAL VENDOR COMCAST CABLE		783.38
VENDOR NAME: COMED		
3037188003-10-2	Northampton SAN. Sump Meter 8-31-20 t	24.47
7299013001-10-2	Farrington Pumping Meter 8-31-20 to 9-3	71.43
0777044014-10-2	Old Mill Liftstation 8-31-20 to 9-30-20	115.35
0339014158-10-2	Riverwoods @ Everett Street Lighting 8-3	5.30
0995113016-10-2	Entry Sign @ Milwaukee & OHDR 8-31-20	46.01
3038275001-10-2	Whytegate Park 8-31-20 to 9-30-20	30.56
3168065033-10-2	Brookwood Liftstation 8-31-20 to 9-30-20	57.87
1503164127-10-2	OHDR Bike Path Lighting 8-31-20 to 9-30	39.62
0268410000-10-2	207 Northampton Pumping 8-31-20 to 9-	64.93
6520050011-10-2	Fallstone {umping Meter 8-31-20 to 9-30	106.08
90471670009-10-	Londonderry Pumping 8-28-20 to 9-29-2	175.02
1864074001-09-2	Spring Lake Park 08-28-20 to 09-29-20	51.14
1131144094-09-2	Trailhead Park Lighting 8-28-20 to 9-29-2	26.63
1480099064-09-2	Interconnect Pumping Meter 8-31-20 to 9	25.28
5760114015-10-2	Riverside Drive Liftstation Pumping 8-28-	139.28
7128083006-10-2	Westwood Pumping Meter 8-28-20 to 9-2	96.73
3427049011-09-2	Rate 23 Street Lighting 8-20-20 to 9-21-	975.79
TOTAL VENDOR COMED		2,051.49
VENDOR NAME: CONCENTRIC INTEGRATION, LLC		
0216307	SCADA Improvements	10,335.00
0216305	West Side Reservoir Flow Issue	835.73
TOTAL VENDOR CONCENTRIC INTEGRATION, LL		11,170.73
VENDOR NAME: CUTLER WORKWEAR		
140777	Winter Jackets - Public Works Maint. Wor	2,155.37
TOTAL VENDOR CUTLER WORKWEAR		2,155.37
VENDOR NAME: DANIEL AND VERONICA WOOLSON TRUST		
CD Refund_B17-00	BD Bond Refund_103 Brookwood Ln_P17-	3,690.00
TOTAL VENDOR DANIEL AND VERONICA WOOLS		3,690.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: DELTA DENTAL OF ILLINOIS		
11567-10-2020	October 2020 vision premiums	801.58
11567-10-2020-2	HSA October 2020 vision premiums	20.60
TOTAL VENDOR DELTA DENTAL OF ILLINOIS		822.18
VENDOR NAME: DIDIER FARMS WHOLESALE STORE		
W-105779	Entryway Fall Decorations - Bales, Pumpk	1,592.25
TOTAL VENDOR DIDIER FARMS WHOLESALE STO		1,592.25
VENDOR NAME: DUSTCATCHERS & A LOGO MAT INC		
75574	Floor Mat Rental Service - Public Works	71.40
76299	Floor Mat Rental Service - Public Works	71.40
75575	Floor Mat Rental Service - Village Hall	16.80
76300	Floor Mat Rental Service - Village Hall	16.80
TOTAL VENDOR DUSTCATCHERS & A LOGO MAT		176.40
VENDOR NAME: ECO CLEAN MAINTENANCE, INC.		
9022	Janitorial Services 9-1-20 to 9-30-20	3,685.00
TOTAL VENDOR ECO CLEAN MAINTENANCE, INC.		3,685.00
VENDOR NAME: ELEVATOR INSPECTION SERVICES		
95181	September 2020 Elevator Inspections_14	266.00
TOTAL VENDOR ELEVATOR INSPECTION SERVIC		266.00
VENDOR NAME: ERNIE'S WRECKER SERVICE, INC.		
161135	Truck 242 Tow	146.00
TOTAL VENDOR ERNIE'S WRECKER SERVICE, IN		146.00
VENDOR NAME: FIRST COMMUNICATIONS		
120433511	09 2020- T-1 Line	281.72
TOTAL VENDOR FIRST COMMUNICATIONS		281.72
VENDOR NAME: FOSTER & FOSTER INC.		
18141	Pension Valuation 7.25% assumption	400.00
TOTAL VENDOR FOSTER & FOSTER INC.		400.00
VENDOR NAME: G. FISHER COMMERCIAL CONSTRUCTION		
110352-3	Village Hall Brick Repairs	54,270.00
110352-4	2020 Village Hall Brick Repairs	18,776.84
TOTAL VENDOR G. FISHER COMMERCIAL CONST		73,046.84
VENDOR NAME: GARVEY'S OFFICE PRODUCTS		
PINV1981693	Toner for Administration printer	185.86
PINV1980321	Legal pads & toner for Polic printer	115.83
TOTAL VENDOR GARVEY'S OFFICE PRODUCTS		301.69
VENDOR NAME: GERSHBERG YAKOV		
2019	Senior Citizen Property Tx Relief Refund	179.06
TOTAL VENDOR GERSHBERG YAKOV		179.06
VENDOR NAME: GEWALT HAMILTON ASSOCIATES		
4904.403-7	ITEP Phase 3 Engineering	4,514.93
TOTAL VENDOR GEWALT HAMILTON ASSOCIATE		4,514.93
VENDOR NAME: GRAINGER, INC.		
9659872734	Trash Can Liners	148.99

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: GRAINGER, INC.		
9660769697	Funnels	10.50
TOTAL VENDOR GRAINGER, INC.		159.49
VENDOR NAME: HAYES MECHANICAL LLC		
456931	Trouble Shotting Furnance @ North Park	803.72
TOTAL VENDOR HAYES MECHANICAL LLC		803.72
VENDOR NAME: HOME DEPOT CREDIT SERVICES		
7014595	Kiosk Repairs	46.85
7524974	Sign Post Repair/Replacement	104.88
4621261	Sawzall Blades	49.94
3015047	Kiosk Repairs	8.42
2513057	Brick Repairs	68.03
1015335	Culvert Replacement in Park	47.91
1015345	Village Hall Kiosk Rehab	82.89
8011024	Street Sign Post Repairs	96.04
7522615	Sign Post Rehab	77.69
3271486	Fall Planters at VH & PW	98.16
3515514	Vaccum Filter	24.97
1913013	Sandbag Holders	161.70
11992	Fuel Island Post Rebuild	58.32
1620013	Dirt, Cup Holder, Air Freshner	20.91
TOTAL VENDOR HOME DEPOT CREDIT SERVICES		946.71
VENDOR NAME: HR GREEN, INC.		
138362	Risk Assesment Professional Services 8-2	2,357.75
TOTAL VENDOR HR GREEN, INC.		2,357.75
VENDOR NAME: IMRF		
40413	09 2020 Member & Employer Contributio	48,047.15
TOTAL VENDOR IMRF		48,047.15
VENDOR NAME: INNER SECURITY SYSTEMS		
120731	Radio Transmitter to fire dept - North Par	156.00
120733	Radio transmitter to fire dept - Spring Lak	246.00
120697	Radio transmitter to fire dept - Public Wor	156.00
120734	Radio transmitter to fire dept - Village Hal	156.00
120732	Radio transmitter to fire dept - North Par	246.00
TOTAL VENDOR INNER SECURITY SYSTEMS		960.00
VENDOR NAME: INVOICE CLOUD		
1185-2020_9	10 2020 Paperless Utility Bills	66.25
TOTAL VENDOR INVOICE CLOUD		66.25
VENDOR NAME: IRC RETAIL CENTERS		
10_2020_ t000088	CAM Estimated Escrow Lease t00008888_	3,087.34
TOTAL VENDOR IRC RETAIL CENTERS		3,087.34
VENDOR NAME: JC LICHT, LLC		
62072896	Fuel Island Post Paint	57.92
TOTAL VENDOR JC LICHT, LLC		57.92
VENDOR NAME: KIESLER POLICE SUPPLY, INC.		
IN147039	9mm FMJ and 40 cal hollow point ammun	2,640.00
IN145424	9mm hollow point ammunition	983.25
TOTAL VENDOR KIESLER POLICE SUPPLY, INC.		3,623.25

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VENDOR NAME: KINNUCAN COMPANY		
372720	Removal of Parkway Trees at 66 Cumberl	1,300.00
TOTAL VENDOR KINNUCAN COMPANY		1,300.00
VENDOR NAME: LAKE FOREST POST OFFICE		
2020Q3	Q3 2020 Newsletter Postage	61.83
TOTAL VENDOR LAKE FOREST POST OFFICE		61.83
VENDOR NAME: LEXISNEXIS RISK SOLUTIONS		
1217074-2020093	Sep. 2020 Internet, Phone and Computer	79.00
TOTAL VENDOR LEXISNEXIS RISK SOLUTIONS		79.00
VENDOR NAME: LINCOLNSHIRE POSTMASTER		
2020Q3	Q3 2020 Newsletter Postage	616.97
TOTAL VENDOR LINCOLNSHIRE POSTMASTER		616.97
VENDOR NAME: LINCOLNSHIRE VILLAGE-PETTY CASH		
10132020	10/13/20 Petty Cash Reimbursements	443.96
TOTAL VENDOR LINCOLNSHIRE VILLAGE-PETTY		443.96
VENDOR NAME: LTS MANAGED TECHNICAL SERVICES LLC		
CD Refund_B20-00 BD Bond Refund_605 Heathrow Dr_P18-0		3,160.00
TOTAL VENDOR LTS MANAGED TECHNICAL SERV		3,160.00
VENDOR NAME: LUKE T RASTETTER & JENNIFER N. RAST		
CD Refund B19-00 BD Bond Refund_42 Kings Cross Dr_P19-		2,500.00
TOTAL VENDOR LUKE T RASTETTER & JENNIFER		2,500.00
VENDOR NAME: M & R ELECTRONICS SYSTEMS, INC		
CD Refund_B19-00 BD Bond Refund_515 Bond Street_P19-0		75.00
TOTAL VENDOR M & R ELECTRONICS SYSTEMS,		75.00
VENDOR NAME: MADISON NATIONAL LIFE INS CO, INC.		
1411191	10 2020 Life Insurance Premiums	1,468.48
TOTAL VENDOR MADISON NATIONAL LIFE INS C		1,468.48
VENDOR NAME: MANKOFF INDUSTRIES		
5333	September 2020 UST Inspections	400.00
TOTAL VENDOR MANKOFF INDUSTRIES		400.00
VENDOR NAME: MENONI & MOCOJNI, IN		
0400367	Dirt for Village Turf Restorations	750.00
TOTAL VENDOR MENONI & MOCOJNI, IN		750.00
VENDOR NAME: MGN LOCK-KEY & SAFES		
61020	Keys	6.75
TOTAL VENDOR MGN LOCK-KEY & SAFES		6.75
VENDOR NAME: MIDWEST HOSE & FITTINGS, INC.		
202390	Brine Maker Hose Parts	91.71
204831	Brine Maker Hose & Adapters	245.30
202389	Brine Maker Hose Parts	14.40
TOTAL VENDOR MIDWEST HOSE & FITTINGS, IN		351.41
VENDOR NAME: MROD EMBLEMS LLC		
20170111	Lincolnshire Police Patches	615.00

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VENDOR NAME: MROD EMBLEMS LLC		
	TOTAL VENDOR MROD EMBLEMS LLC	615.00
VENDOR NAME: MUNICIPAL ELECTRONICS DIVISION, LLC		
67679	Radar Unit Certification	280.00
	TOTAL VENDOR MUNICIPAL ELECTRONICS DIVIS	280.00
VENDOR NAME: MUNICIPAL GIS PARTNERS, INC.		
5118	GIS staffing and services for September 2	4,176.00
	TOTAL VENDOR MUNICIPAL GIS PARTNERS, INC.	4,176.00
VENDOR NAME: NAPA AUTO PARTS -WHE		
579080	Squad 85 Window Switch	65.49
	TOTAL VENDOR NAPA AUTO PARTS -WHE	65.49
VENDOR NAME: NORTH SUBURBAN EMPLOYEE BENEFIT COO		
0920M	September 2020 Medical Insurance Premi	88,227.56
0920D	September 2020 dental premiums	6,938.00
	TOTAL VENDOR NORTH SUBURBAN EMPLOYEE B	95,165.56
VENDOR NAME: NORTHWEST POLICE ACADEMY		
964-31-1-3f2c	Recent Case Law and How it Affects Polic	25.00
	TOTAL VENDOR NORTHWEST POLICE ACADEMY	25.00
VENDOR NAME: PAYLOCITY		
107163022	10/09/20 Pay Services	207.29
	TOTAL VENDOR PAYLOCITY	207.29
VENDOR NAME: PIRTANO CONSTRUCTION		
CD Refund_B19-00 BD Bond Refund_300 Marriott Drive_P19-		346.70
	TOTAL VENDOR PIRTANO CONSTRUCTION	346.70
VENDOR NAME: REVELAS SOPHIE		
2019	Senior Citizen Property Tx Relief Refund	149.42
	TOTAL VENDOR REVELAS SOPHIE	149.42
VENDOR NAME: S & H PAVING INC.		
CD Refund_B19-00 BD Bond Refund_100 Village Green_P19-		75.00
	TOTAL VENDOR S & H PAVING INC.	75.00
VENDOR NAME: STREICHER'S, INC.		
11456456	Ballistic Vest & Trauma Plate - Anderson	850.00
11456457	Ballistic Vest & Trauma Plate - Campobas	850.00
11456459	Ballistic Vest & Trauma Plate - Hyde	850.00
	TOTAL VENDOR STREICHER'S, INC.	2,550.00
VENDOR NAME: UPS STORE		
026092	2020 Census Sign	200.00
	TOTAL VENDOR UPS STORE	200.00
VENDOR NAME: US BANK- CORP TRUST		
5882512	Paying Agent semi-annual fee	225.00
	TOTAL VENDOR US BANK- CORP TRUST	225.00
VENDOR NAME: VERIZON WIRELESS		
9863959551	09 2020 Squad Laptops	560.16

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: VERIZON WIRELESS		
9863959550	09 2020 Cell Phone Svc	1,273.51
TOTAL VENDOR VERIZON WIRELESS		1,833.67
VENDOR NAME: VERNON AREA PUBLIC LIBRARY DIS		
CD-Refund_B20-0	BD Bond Refund_30 Olde Half Day Rd_P2	75.00
TOTAL VENDOR VERNON AREA PUBLIC LIBRARY		75.00
VENDOR NAME: WEST SIDE TRACTOR SALES CO		
L84860	Mini-Loader - Not Starting	610.92
TOTAL VENDOR WEST SIDE TRACTOR SALES CO		610.92
VENDOR NAME: XEROX CORPORATION		
011490125	Nemo Base Charge (08/30/20 - 09/21/20)	57.00
011490127	Meme Base Charge (08/21/20 - 09/21/20)	31.22
011490126	Police Base Charge (08/30/20 - 09/21/20)	85.00
TOTAL VENDOR XEROX CORPORATION		173.22
VENDOR NAME: ZABO LAWRENCE G.		
2019	Senior Citizen Property Tx Relief Refund	146.78
TOTAL VENDOR ZABO LAWRENCE G.		146.78
GRAND TOTAL:		314,368.33



VILLAGE OF LINCOLNSHIRE

MINUTES SPECIAL VILLAGE BOARD MEETING September 29, 2020

Present:

Mayor Brandt
Trustee Hancock
Trustee Leider
Trustee Raizin
Village Attorney Simon
Chief of Police Leonas
Public Works Director Woodbury

Trustee Grujanac
Trustee Harms Muth (Arrived at 6:57 p.m.)
Trustee Pantelis
Village Clerk Mastandrea
Village Manager Burke
~~Village Treasurer/Finance Director Peterson~~
Assistant Village Manager/Community &
Economic Development Director Gilbertson
Planning & Development Manager Zozulya

Assistant Public Works Director/Village
Engineer Dittrich

This was a remote video-conference meeting

1.0 ROLL CALL

Mayor Brandt called the meeting to order at 6:30 p.m., and Village Clerk Mastandrea called the Roll.

2.0 PLEDGE OF ALLEGIANCE

3.0 EXECUTIVE SESSION

3.1 Pending or Imminent Litigation – 5 ILCS 120/2(c)(11)

Trustee Grujanac moved and Trustee Pantelis seconded the motion to go into Executive Session for the purpose of discussing pending or imminent litigation. The roll call vote was as follows: AYES: Trustees Hancock, Pantelis, Grujanac, Leider, and Raizin. NAYS: None. ABSENT: Harms Muth. ABSTAIN: None. Mayor Brandt declared the motion carried and the Board went into Executive Session at 6:36 p.m. and came out of Executive Session at 6:42 p.m.

4.0 REPORTS OF OFFICERS

4.1 Mayor's Report

4.11 **Parking at Whytegate Park Due to New Pickle Ball Courts and Resurfaced Basketball Courts**

Mayor Brandt and staff received correspondence from residents noting concern for parking by Whytegate Park due to the new pickle ball courts installed at the park and upgraded basketball courts. Mayor Brandt stated her opinion was many of the players were not Lincolnshire residents. Residents requested no parking signs in the area, additional parking for the park, or implementing signing up for use of the courts.

Village Manager Burke stated both Police and Public Works are

collecting data to get some understating for what is happening at the park. Staff is looking at signage and additional parking at the park. Scheduling of the courts is also being looked into by staff. There are no formal recommendations for the issue at this time, but staff will report back to the Board. Village Manager Burke recommended the Village Board consider installing additional pickle ball courts at North Park which can be discussed at the Budget Workshop meetings if this is the direction the Board would like staff to pursue for North Park.

A conversation regarding addressing the issues with signage and additional parking followed. The Board discussed limiting parking to one side of the street, taking down some of the nets to limit usage, or possible permit parking for residents. Mayor Brandt suggested a campaign to encourage walking or riding your bike to the park.

It was the consensus for the Board to look into having pickle ball courts added at North Park. Public Works Director Woodbury stated he would bring back some options for the combination of pickle ball and tennis courts at North Park.

It was the consensus of the Board to have staff look at additional parking and temporary signage for parking at Whytegate.

A discussion regarding reserving times for the courts followed. Trustee Hancock stated sign-up may not work if a court is reserved and no one shows up for their reservation.

Village Attorney Simon noted changing parking in the area would require a code change.

4.2 Village Clerk's Report – None

4.3 Village Treasurer's Report

4.31 Revenues and Expenditures for the Month of August, 2020

Village Manager Burke noted the Revenue and Expenditure Summary is included in the Board packet, and all revenues and expenditures have been properly recorded for the month of August, 2020.

4.4 Village Manager's Report

4.41 October 13 Regular Village Board/Committee of the Whole Meetings on Tuesday

Village Manager Burke reminded the Board that the first Regular Village Board/Committee of the Whole meetings in October will be on Tuesday, October 13, due to Columbus Day. A presentation will be done by Chief of Police Leonas regarding current policing policies and practices.

Trustee Pantelis asked if the meetings would be in-person or online. Village Manager Burke stated his goal would be for the meeting to be a

hybrid meeting with some in-person and online presence. Staff is waiting for some video equipment before a final decision can be made. The hybrid style meeting was briefly discussed.

5.0 PAYMENT OF BILLS

5.1 Bills Presented for Payment on September 29, 2020 in the amount of \$634,431.67

A summary of the September 29, 2020 bills prelist was presented for payment with the total being \$634,431.67. The total amount is based on \$124,528.82 for General Fund; \$383,109.04 for Water & Sewer Fund; \$34,727.74 for Water & Sewer Improvement Fund; \$1,298.30 for Vehicle Maintenance Fund; and \$90,767.77 for General Capital Fund.

Trustee Leider moved and Trustee Pantelis seconded the motion to approve the bills prelist dated September 29, 2020 as presented. The roll call vote was as follows:

AYES: Grujanac, Hancock, Harms Muth, Leider, Pantelis, Raizin

NAYS: None

ABSENT: None

ABSTAIN: None

Mayor Brandt declared the motion carried.

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

Mayor Brandt stated the Board received information regarding chickens from residents, and staff would put these comments into the public record.

Village Attorney Simon stated this agenda item is for non-agenda items and the item in reference to changing possible regulations regarding animals is included on the consent agenda.

7.0 CONSENT AGENDA

7.1 Approval of September 14, 2020 Regular Village Board Meeting Minutes

7.2 Approval of September 14, 2020 Committee of the Whole Meeting Minutes

7.3 Approval of an Ordinance Amending Title 6 (Zoning), Chapter 2 (Zoning Definitions), and Chapter 3 (General Zoning Regulations); and Title 11 (Misdemeanors), Chapter 13 (Animals) of the Lincolnshire Village Code to Define and Regulate Certain Accessory Structures and Uses (Urban Agriculture) (Village of Lincolnshire)

7.4 Approval of an Intergovernmental Agreement with the Northfield Township Technology Consortium for Internet Services (Village of Lincolnshire)

7.5 Acceptance of Public Improvements for Camberley Club Subdivision

(Pulte Homes)

7.6 Acceptance of Public Improvements for Lincolnshire Trails (MI Homes)

7.7 Approval of an Intergovernmental Agreement Between the State of Illinois, Illinois Department of Transportation (IDOT) and Village of Lincolnshire for Sustained Traffic Enforcement Program (STEP) Grant for Federal Fiscal Year 2021 (Village of Lincolnshire)

Trustee Grujanac moved and Trustee Leider seconded the motion to approve the Consent Agenda as presented. The roll call vote was as follows:

AYES: Grujanac, Hancock, Harms Muth, Leider, Raizin, Pantelis

NAYS: None

ABSENT: None

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

8.21 Approval of a Release and Settlement Agreement by and between the NorthShore University HealthSystem and the Village of Lincolnshire.

Trustee Grujanac moved and Trustee Leider seconded the motion to approve Release and Settlement Agreement by and between the NorthShore University HealthSystem and the Village of Lincolnshire. The roll call vote was as follows:

AYES: Grujanac, Hancock, Harms Muth, Leider, Raizin, Pantelis

NAYS: None

ABSENT: None

ABSTAIN: None

Mayor Brandt declared the motion carried.

8.22 Ratification of Master Contract between the Government Information Technology Consortium (GovITC) and InterDev LLC for Information Technology Services (Village of Lincolnshire)

Trustee Grujanac moved and Trustee Leider seconded the motion to approve a Master Contract between the Government Information Technology Consortium (GovITC) and InterDev LLC for Information Technology Services. The roll call vote was as follows:

AYES: Harms Muth, Leider, Grujanac, Pantelis, Raizin, Hancock

NAYS: None

ABSENT: None

ABSTAIN: None

Mayor Brandt declared the motion carried.

8.3 Public Works

8.31 Approval of a Resolution to Amend a Recreational Path Easement for 2840 Half Day Road & 23437 Old Mill Road (Waiver of First Reading – Village of Lincolnshire)

Trustee Grujanac moved and Trustee Leider seconded the motion to waive the first reading of a Resolution to amend a Recreational Path Easement for 2840 Half Day Road & 23437 Old Mill Road. The roll call vote was as follows:

AYES: Harms Muth, Leider, Grujanac, Pantelis, Raizin, Hancock

NAYS: None

ABSENT: None

ABSTAIN: None

Mayor Brandt declared the motion carried.

Trustee Grujanac moved and Trustee Leider seconded the motion to approve a Resolution to amend a Recreational Path Easement for 2840 Half Day Road & 23437 Old Mill Road. The roll call vote was as follows:

AYES: Harms Muth, Leider, Grujanac, Pantelis, Raizin, Hancock

NAYS: None

ABSENT: None

ABSTAIN: None

Mayor Brandt declared the motion carried.

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

11.1 Senior Cycling without Age

Mayor Brandt stated she received a request from a resident regarding the Senior Cycling without Age event which is a 501C3. The request was to allow the Village to utilize the Village Newsletter to advertise the event.

Mayor Brandt provided some detail regarding the events the organization would be hosting and wish to promote in the newsletter.

Village Attorney Simon stated there is a current policy regarding inserts in the newsletter that staff would need to follow. Trustee Raizin stated there are fees involved with inserts. Village Manager Burke provided additional information regarding the policy and fees involved with organizations placing

an insert in the newsletter.

It was the consensus of the Board for staff to follow up with the resident regarding current policies.

12.0 EXECUTIVE SESSION

13.0 ADJOURNMENT

Trustee Grujanac moved and Trustee Pantelis seconded the motion to adjourn. The voice vote was unanimous and Mayor Brandt declared the meeting adjourned at 7:19 p.m.

Respectfully submitted,

VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk



VILLAGE OF LINCOLNSHIRE

MINUTES COMMITTEE OF THE WHOLE MEETING September 29, 2020

Present:

Mayor Brandt
Trustee Hancock
Trustee Leider
Trustee Raizin
Village Attorney Simon
Chief of Police Leonas
Public Works Director Woodbury

Trustee Grujanac
Trustee Harms Muth
Trustee Pantelis
Village Clerk Mastandrea
Village Manager Burke
Treasurer/Finance Director Peterson
Assistant Village Manager/Community &
Economic Development Director Gilbertson
Public Works Director/Village Engineer
Dittrich

Planning & Development Manager Zozulya

This was a remote video-conference meeting

1.0 ROLL CALL

Mayor Brandt called the meeting to order at 7:20 p.m., and Village Clerk Mastandrea called the Roll.

2.0 ITEMS OF GENERAL BUSINESS

2.1 Planning, Zoning and Land Use

2.11 **Preliminary Evaluation of an Impervious Surface Variance and Fee Waiver (1207 / 24325 Riverwoods Road – Ascension of Our Lord Greek Orthodox Church)**

Planning & Development Manager Zozulya provided a summary of preliminary evaluation of an impervious surface variance and fee waiver for Ascension of Our Lord Greek Orthodox Church. The request includes a variance to increase impervious surface from 30% to 35.62% of the total lot area due to a proposed parking expansion for the church. Staff reviewed the site and do not feel it would be a detriment to the community. Planning & Development Manager Zozulya provided detail regarding the approval process and noted this is simply a preliminary evaluation by the Village Board.

Trustee Raizin stated she remembered when there was a Public Hearing for the approval of the plans for the church, and one of the issues she remembered had to do with flooding. Trustee Raizin asked if flooding would be addressed in the presentation. Planning & Development Manager Zozulya stated the petitioner's presentation would address flooding, and noted the church has made a submittal to the Lake County Stormwater Management Commission (SMC). SMC has issued preliminary approvals related to the request. A final permit from SMC will be required before this item comes back before the Board for final approval.

Mr. Mike Firsel, attorney for Ascension of Our Lord Greek Orthodox Church introduced Maria Metropulos, President at Delko Construction Company, and contractor for Ascension of Our Lord Greek Orthodox Church.

Mr. Firsel provided a presentation regarding preliminary evaluation of an impervious surface variance and fee waiver (1207 / 24325 Riverwoods Road – Ascension of Our Lord Greek Orthodox Church) including a proposed site plan and landscape plan.

Trustee Hancock asked if this plan is approved, how many parking spots will the church still need. Mr. Firsel stated the church felt the 50 parking spots proposed would be sufficient. Trustee Hancock asked if the church was still using Daniel Wright Junior High School for overflow parking, and what holidays the church would need additional parking. Mr. Firsel stated the only holiday the church would need additional overflow would be Easter. In Easter's past, the church has used overflow parking at the Junior High School with busing to the church. Mr. Firsel noted he anticipates this practice would continue for holidays. Trustee Hancock asked if they would still allow double parking and incorrect curb usage. Mr. Firsel stated this is not allowed now, but it is also not enforced. Trustee Hancock stated it is not clear that the current request will alleviate the need for parking. Trustee Leider encouraged communication with the parishioners to abide by parking laws.

Trustee Grujanac asked if there was any opposition to making the extra parking area crushed gravel rather than pavement. Ms. Metropulos stated crushed gravel is not the best choice when mixing it with the elements. Ms. Metropulos stated the best option would be an asphalt lot with the proper detention to account for any storm water. Trustee Raizin asked if there was any considerations to surface that allows for water flowing through it. Mr. Firsel stated they would consider all options when bringing this to the Zoning Board but would incorporate feedback from the Village Board at this meeting into consideration of the parking lot surface type.

Trustee Hancock stated his opinion was to stress the importance of the original intent of the church when it was developed.

It was the consensus of the Board to refer this to the Zoning Board for a Public Hearing regarding the proposed impervious surface area variance.

2.12 Consideration of an Ordinance Amending Title 6 (Zoning), Chapter 14 (Administration & Enforcement) of the Lincolnshire Village Code to Revise Regulations Regarding Administration and Enforcement Processes (Village of Lincolnshire)

Planning & Development Manager Zozulya provided a summary of a proposed Ordinance amending Title 6 (Zoning), Chapter 14 (Administration & Enforcement) of the Village Code.

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

2.13 Consideration of an Ordinance Amending Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Lincolnshire Village Code to Regulate Electric Vehicle Charging Stations (Village of Lincolnshire)

Planning & Development Manager Zozulya provided a summary of a proposed Ordinance amending Title 6 (Zoning), Chapter 11 (Off-Street Parking & Loading) of the Village Code to regulate electric vehicle charging stations. The Zoning Board & Architectural Review Board (ARB) had the following conditions for Board consideration: the requirement for bollard installations to protect EV equipment; removal of inactive equipment; and approval process to install EV charging stations. Staff recommended bollards should be left as an optional equipment protective structure, as property owners and EV operators can determine the appropriateness of bollards, curbs, or other devices for their location. Staff also recommended not requiring a written notice to property owners to remove inactive equipment, as staff will likely become aware of inactivity or maintenance issues through field inspections or complaints and will communicate with the property owner regarding removal requirements. The proposed text amendments still provide for the 90-day removal window of when equipment becomes inactive, thereby attaching some urgency to removal. Finally, staff sought direction from the Board regarding the approval process for EV charging station installations, as the Zoning Board and ARB felt complete review and approval could be handled exclusively by the ARB.

Village Attorney Simon asked the Board how they wanted to handle the approval process for EV charging station installations. Trustee Grujanac asked for staff's recommendation. Planning & Development Zozulya deferred to the Village Board for direction on the approval process. After further discussion, it was the consensus of the Board to require ARB review and final approval by the Village Board, and to place this item on the Consent Agenda for approval at the next Regular Village Board Meeting.

2.2 Finance and Administration

2.21 Receipt of Presentation and Request from Visit Lake County Regarding Funding for Fiscal Year 2021 (Village of Lincolnshire)

Village Manager Burke introduced Maureen Reidy, President of Visit

Lake County; and Brad Lajoie, General Manager for Marriott Lincolnshire. Village Manager Burke provided background and a summary of the report by Visit Lake County for their 2021 budget request.

Ms. Reidy provided a presentation regarding Visit Lake County's mission, marketing initiative during the pandemic, recovery strategies and upcoming plans, community partnering efforts, and marketing strategies relative to Lincolnshire and other community partners.

Mr. Lajoie provide an overview and statistics regarding current conditions of the Lincolnshire Marriot Resort as a result of the pandemic. Mr. Lajoie advocated for the Village's continued membership and financial contribution Visit Lake County. Mr. Lajoie noted the sales and marketing team at the resort has reduced significantly and all hotels are coming to rely on the work of Visit Lake County to market and secure business for hotels in the region.

Ms. Reidy asked the Board to consider investing \$31,175 for 2021.

It was the consensus of the Board to discuss this request during Special Committee of the Whole Budget Workshop Meetings.

2.22 Consideration of an Ordinance Disposal Ordinance (Village of Lincolnshire)

Village Manager Burke provided a summary of the proposed annual disposal Ordinance.

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

2.23 Consideration of Proposed Amendments to the Village of Lincolnshire Personnel Policy Manual Pertaining to Holidays/Floating Holidays (Chapter); Vacations (Chapter 10); Sick Leave (Chapter 11) (Village of Lincolnshire)

Village Manager Burke provided a summary of proposed amendments to the Village of Lincolnshire Personnel Policy Manual pertaining to holidays/floating holidays, vacations, and sick leave.

Trustee Raizin noted the policy changes seem to work for the current year and asked if this should be adequate moving forward. Village Manager Burke stated one objective is to strive for parity with the union employees who have the ability to carry over vacation time of up to 80 hours annually.

Trustee Hancock asked if an employee was at the Village for many years, could they roll over 25 vacation days to have a total of 50 days the next year. Village Manager Burke stated the maximum carry over

at one time would be one-year accrual of vacation time. A conversation regarding the accrual time for each year followed. Trustees Hancock and Leider stated they have seen a cap of 15 days carried over in other organizations and recommended possibly capping the amount of carryover days in the policy to 15 days.

It was the consensus of the Board to place this under General Items on the next Regular Village Board Meeting.

2.3 Public Works

2.31 Presentation of Update on Various Drainage Project (Village of Lincolnshire)

Assistant Public Works Director/Village Engineer Dittrich provided an update on various drainage projects. Assistant Public Works Director/Village Engineer Dittrich noted staff is in the process of reviewing proposals for engineering services related to various storm water improvement projects identified in the Village-Wide Drainage Study. Assistant Public Works Director/Village Engineer Dittrich noted staff is planning to bring various engineering services contracts to the Village Board at the October 13, 2020 meeting for approval so that engineering work on the Village-Wide Drainage Projects can begin in the current year. He noted the 2020 Budget currently includes \$260,000 which was intended to provide funds to jump start projects coming out of the Village-Wide Drainage Study.

Staff received 15 Requests For Qualifications (RFQ's) and is currently working with the following consultants, who have been selected based on the qualifications they presented in their RFQ, on negotiating contracts for the Village Board's approval: Windsor Drive Drainage Improvements – HR Green; Lincolnshire Drive North Drainage Improvements – Christopher Burke Engineering; Lincolnshire Drive South Drainage Improvements – Ciorba Group; Surrey Lane Drainage Improvements – Gewalt Hamilton. The Surrey Lane Drainage Improvement Project is currently included in the 10-Year Capital Improvement Plan, but not until 2026.

2.4 Public Safety

2.5 Parks and Recreation

2.51 Consideration of a Contract with Durabilt Fence, Wheeling, Illinois to Install 2,050 Linear Feet of Split 2-Rail Fence at Rivershire Park in an Amount not to Exceed \$55,845.00 (Village of Lincolnshire)

Public Works Director Woodbury provided a summary of a contract with Durabilt Fence, to install 2,050 linear feet of split 2-rail fence at Rivershire Park in an amount not to exceed \$55,845.00.

Trustee Hancock asked staff to clarify the location of the proposed fence. Public Works Director Woodbury stated the initial bid would

start at Cold Stream and go to the old turn-around driveway on Londonderry Lane.

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

2.52 Presentation of Update on Village of Lincolnshire Bicycle / Pedestrian Plan (Village of Lincolnshire)

Assistant Public Works Director/Village Engineer Dittrich provided an update on Village of Lincolnshire bicycle/pedestrian plan.

2.6 Judiciary and Personnel

3.0 UNFINISHED BUSINESS

4.0 NEW BUSINESS

4.1 Trees and Overgrown at Whytegate

Trustee Raizin asked if the trees at Manors of Whytegate discussed last year were replaced. Village Manager Burke stated many of the trees have been replaced, but would have to check to see if all of them had and would report back. Trustee Leider recommended looking into the overgrowth in this area to see if it needs some maintenance.

5.0 EXECUTIVE SESSION

6.0 ADJOURNMENT

Trustee Grujanac moved and Trustee Hancock seconded the motion to adjourn. Upon a voice vote, the motion was approved unanimously and Mayor Brandt declared the meeting adjourned at 8:37 p.m.

Respectfully submitted,

VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk



ITEM SUMMARY

Reviewing Body / Meeting Date:	Regular Village Board
Subject:	Forensic Services Agreement
Action Requested	Consideration of Approval of a Forensic Services Agreement with the Illinois State Police
Prepared By:	Joseph Leonas – Chief of Police
Staff Recommendation:	Consideration and approval
Budgeted Amount:	N/A
Actual Amount:	N/A
Level of Service Impact:	None
Meeting History:	N/A
Tentative Meeting Schedule:	<u>October 13, Village Board</u>
Reports / Documents Attached:	1) Forensic Service Agreement

Request Summary

Approval of a Forensic Service Agreement with the Illinois State Police.

Project Description

On August 16, 2020, the Illinois State Police implemented a statewide Sexual Assault Evidence Tracking System called "CheckPoint," which is accessed through a Laboratory Information Management System (LIMS) program called "Prelog." The Checkpoint software system was enacted in response to state statute 725 ILCS 2020/50 requiring local law enforcement agencies to input data into a sexual assault evidence tracking system. The purpose of this system is to enhance communications among stakeholders involved in sexual assault cases.

In order to access Checkpoint, Lincolnshire must submit a completed Forensic Services Agreement with the Illinois State Police. The Northeast Illinois Regional Crime Lab (NIRCL) will also be working with the Illinois State Police to ensure all NIRCL lab member agencies will have appropriate access to use this important new system.

Budget Impact

None

Level of Service Impact

Staff anticipates no change to current service level with approval of the agreement.

Approval Process

October 13, 2020 Regular Village Board Meeting

Staff Recommendation / Next Steps

Staff recommends approval of the agreement.



STATE OF ILLINOIS
ILLINOIS STATE POLICE
DIVISION OF FORENSIC SERVICES



FORENSIC SERVICES AGREEMENT

This agreement is entered into, by and between:

Lincolnshire Police Department (Your Agency Name)

(hereinafter referred to as Participating Agency) and the Illinois State Police, Division of Forensic Services (hereinafter referred to as DFS). The Agreement sets forth the conditions governing the Participating Agency's use of DFS forensic services.

RECITALS

WHEREAS, The DFS is required to establish and operate a forensic science laboratory system as well as establish and coordinate a system for providing accurate and expedited forensic science and laboratory services to local law enforcement agencies and local State's Attorneys [20 ILCS 2605/2605-40]; and

WHEREAS, The Participating Agency is a governmental entity with statutory authority to conduct criminal investigations or prosecutions; and

WHEREAS, the DFS and Participating Agency best support the administration of criminal justice when efficient and standard practices govern the submission, analysis and reporting of forensic services;

WHEREAS, this Forensic Services Agreement is authorized pursuant to the provisions of Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act [5 ILCS 220].

NOW, THEREFORE, DFS and Participating Agency agree as follows:

ARTICLE I: DEFINITIONS

Law Enforcement Officer – Law enforcement officer means any police officer, peace officer, or conservator of the peace of a government agency who is primarily responsible for prevention or detection of crime and the enforcement of the criminal code, traffic, or highway laws of this State or any political subdivision of this State or any member of a police force appointed and maintained as provided in the Railroad Police Act. [50 ILCS 705/2, 720 ILCS 5/2-13 and 610 ILCS 80/et seq.]

Sheriff – Sheriff means any official, or their deputies recognized under Illinois law, who are conservators of the peace, responsible to prevent crime and maintain the safety and order of the citizens of their respective county as well as arrest offenders. [55 ILCS 5/3-6021]

Coroner or Medical Examiner – Coroner or Medical Examiner means any official, or their deputies recognized under Illinois law, responsible for investigating all sudden or violent death,

regardless of the suspected manner or cause or any death not attended by a licensed physician. [55 ILCS 5/3-3013]

State's Attorney – The State's Attorney means any official, or their assistants recognized under Illinois law, empowered to commence and prosecute all criminal indictments and prosecutions in the circuit court for their respective county. [55 ILCS 5/3-9005] This may include any attorney appointed by the court to perform the duties of a State's Attorney. [55 ILCS 5/3-9008]

State's Attorney Appellate Prosecutor – The State's Attorney Appellate Prosecutor means the office and people that may represent the People of the State of Illinois on appeal in all cases and other duties prescribed under Illinois law. [725 ILCS 214/4]

Illinois Attorney General – The Illinois Attorney General means the legal officer of the State of Illinois, along with duly appointed assistants, with all the powers and duties prescribed under Illinois law pursuant to Article 5, Section 15 of the Illinois Constitution.

Office of the State Fire Marshal – The Office of the State Fire Marshal means any duly appointed official authorized to investigate criminal conduct in connection with a fire, arrest individuals, and furnish to the proper prosecuting attorney all evidence related to the investigation. [425 ILCS 25/7]

Law Enforcement Forensic Science Laboratory – A Law Enforcement Forensic Science Laboratory means any Illinois forensic science laboratory which is a National DNA Index System (NDIS) participating laboratory. [Federal Bureau of Investigation, National DNA Index System (NDIS) Operational Procedures Manual, Version 6]

Division of Forensic Services (DFS) – The Division of Forensic Services (DFS) means the Division of the Department of State Police that provides forensic science testing and crime scene services to Illinois law enforcement. [20 ILCS 2605/2604-40]

Participating Agency – The Participating Agency is any governmental entity or individuals employed by that entity or a Law Enforcement Forensic Science Laboratory, other than DFS, as defined in Article I of this Agreement.

Personally Identifiable Information (PII) – Personally Identifiable Information is any data containing information which may result in the identification of an individual. Such data includes, but is not limited to: name, date of birth, address, state identification number, Illinois Department of Corrections number, Federal Bureau of Investigation (FBI) Universal Control Number, Social Security Number, unique biometric data (e.g., DNA, fingerprints), or any combination of data that may lead to the specific identity of an individual. PII does not include publicly available information that is lawfully made available to the general public from federal, state, or local governments. [815 ILCS 530/et seq.]

Physically Secure Location – Physically secure location means a facility, police vehicle, or an area, room, or group of rooms within a facility with both the physical and personnel security controls sufficient to protect Criminal Justice Information (CJI) and associated information systems. [Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Security Policy, Version 5.6]

ARTICLE II: SERVICES, COSTS, AND FINANCIAL AGREEMENTS

- A. The DFS shall provide all crime scene, polygraph, and forensic laboratory services to Participating Agency at no cost unless explicitly stated otherwise in this Agreement. The DFS acknowledges that time is of the essence in the delivery of forensic services.
- B. The DFS currently provides forensic laboratory services in the disciplines of forensic biology/DNA, drug chemistry, trace chemistry, toxicology, microscopy, latent fingerprints, firearms/toolmarks, and footwear/tiretrack analysis. Testing in these disciplines will be accredited according to the currently employed ISO/IEC 17025 standard and the current accrediting body's supplemental requirements. Crime scene services are accredited according to standards promulgated by the Commission on Accreditation for Law Enforcement Agencies. Polygraph examinations are conducted pursuant to the Illinois Detection of Deception Examiners Act. [225 ILCS 430/et seq.]
- C. The DFS will have sole authority for establishing the policies, procedures, and guidelines regarding the delivery of crime scene and polygraph services as well as the submission, analysis, and return of evidence analyzed by its forensic laboratories.
- D. The Participating Agency may request crime scene and polygraph services by contacting the Crime Scene Services Command Center at 1-800-892-4095.
- E. The DFS will provide Participating Agency with current guidelines on the packaging and handling of evidence for laboratory submissions. The DFS will update copies of these guidelines for Participating Agencies at a website designated by the DFS. The current guidelines are:
 - 1. Evidence Packaging Procedures (ISP 6-420)
 - 2. Submission of Forensic Biology/DNA Evidence (ESH App. 1)
 - 3. Collection/Submission of DNA Samples from Deceased Victims (ESH App. 2)
 - 4. Collection of Biological Standards (ESH App. 3)
 - 5. Submission of Physical Evidence By Mail (ESH App. 4)
 - 6. Hair and Fiber Evidence Procedure (ESH App. 6)
 - 7. The Collection and Preservation of Paint Evidence (ESH App. 8)
 - 8. The Collection and Preservation of Fire Debris Evidence (ESH App. 9)
 - 9. The Collection and Preservation of Explosive Debris Evidence (ESH App. 10)

10. The Collection and Preservation of Glass Evidence (ESH App. 11)
11. Firearm Evidence (ESH App. 12)
12. Toolmark Evidence (ESH App. 13)
13. Footwear and Tire Track Evidence (ESH App. 14)
14. Firearms and Ammunition Reference Collection (ESH App. 15)
15. Submission of Drug and Marijuana Evidence (ESH App. 16)
16. Submission of Toxicology Evidence (ESH App. 17)
17. Fabric Impression Evidence (ESH App. 20)
18. AFIS Case Submission Guidelines for Agencies With Latent Print Examiners (ESH App. 21)
19. Submission of Evidence for Latent Print Examination (ESH App. 22)
20. Distribution of DEA-Provided Drug Samples for Canine Training (ESH App. 24)
21. Case Acceptance Policy for the Submission of Impression Evidence Captured as Digital Images for Laboratory Analysis (ESH App. 25)
22. Collection and Preservation of Gunshot Residue Evidence (ESH App. 26)
23. Submission of Touch-DNA Evidence (ESH App. 27)

- F. After DFS implements the new Laboratory Information Management System (LIMS), all Participating Agencies must utilize the website designated by the DFS to initiate and track the submission, analysis and retrieval of evidence. Guidelines for Participating Agency to register for this website are contained in Article X through XII of this Agreement.
- G. The Participating Agency will abide by the DFS guidelines for packaging, submitting, and receiving evidence. This includes case information required by the DFS secure website when submitting evidence for analysis. For cases having no suspect information at the time of submission to the DFS, the Participating Agency agrees to immediately notify the DFS should a suspect be developed during the Participating Agency's investigation. The Participating Agency also agrees to immediately notify the DFS if forensic analysis is no longer required for evidence submitted.
- H. Pursuant to 730 ILCS 5/5-4-3(n), the DFS shall only contract out forensic testing for an active investigation or a matter pending before a court of competent jurisdiction with the written consent of the prosecuting attorney.
1. The DFS currently only contracts out forensic testing in the areas of forensic biology/DNA.
 2. The DFS will provide for the shipping and analysis of the outsourced service at no cost to the Participating Agency and/or prosecuting attorney.
 3. In the event court testimony is required by the vendor contracted to conduct the forensic biology/DNA testing, the DFS may assist in paying witness fees for any cases outsourced as part of DNA backlog reduction efforts. Any witness fees will be paid according to the rate outlined in the current vendor contract. DFS may pay

for witness travel expenses. DFS payment of any fee is contingent upon available funding.

- I. The DFS will employ due diligence and reasonable procedures to preserve evidence during evaluation and analysis; however, certain analytical techniques may require consumption and/or alterations such that the evidence can no longer be utilized for its intended purpose.
- J. The Participating Agency agrees to provide timely and appropriate permission for the consumption of evidence when the DFS provides notice a limited sample is present.
 - 1. For cases where a suspect is identified, a prosecuting attorney is assigned, and there is a high probability an evidentiary sample will be consumed during analysis, the DFS will:
 - i. Analyze a DNA, Toxicology, or Trace Chemistry sample only after the prosecuting attorney is notified of the consumption issue and authorization to consume the sample is obtained from the prosecuting attorney.
 - ii. Analyze a sample from a forensic discipline other than those disciplines outlined in 1.i. only after the prosecuting attorney has been notified of the consumption issue and the prosecuting attorney did not request that the analysis be delayed.
 - 2. For any case regardless of whether a suspect has been identified, and no prosecuting attorney has been assigned, and there is a high probability an evidentiary sample will be consumed during analysis, the DFS will:
 - i. Analyze a DNA, Toxicology, or Trace Chemistry sample only after the Participating Agency is notified of the consumption issue and authorization is obtained from the Participating Agency.
 - ii. Analyze a sample from a forensic discipline other than those disciplines outlined in 2.i. only after the Participating Agency has been notified of the consumption issue and the Participating Agency did not request that the analysis be delayed.
- K. The Participating Agency shall pay for the transport or shipping of all evidence that it sends to the DFS. The Participating Agency agrees to pick up that evidence at the DFS laboratory to which it was originally shipped. The Participating Agency agrees to respond to DFS requests to pick up evidence after analysis is completed in a timely manner.
- L. This Forensic Services Agreement creates no other financial agreements between the DFS and Participating Agency other than what is explicitly outlined herein.

ARTICLE III: MAINTENANCE OF RECORDS

- A. The DFS shall maintain and be the custodian of all records pertaining to the submission, analysis, storage, and reporting for evidence submitted to a DFS forensic laboratory and for crime scene services provided by DFS personnel. The records will consist of those consumed or generated by the DFS and may include reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material. The DFS shall maintain all records in compliance with relevant Record Retention Schedules and the State Records Act. [5 ILCS 160/et seq.]
- B. The DFS shall provide, upon request, copies of all reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material to the Participating Agency for all criminal cases where the DFS provided the Participating Agency laboratory or crime scene services. The DFS will only disseminate these records to another entity with the written permission of the Participating Agency or as otherwise described in this Agreement.
- C. The Participating Agency agrees the DFS may provide the prosecuting attorney with proper jurisdiction over an investigation copies of all reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material for criminal cases where the DFS provided the Participating Agency laboratory or crime scene services.
- D. The DFS may provide copies of any reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material in response to valid court orders and subpoenas.
- E. The Participating Agency may identify additional entities it wishes to grant permission to receive copies of reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material for criminal cases where the DFS provided the Participating Agency laboratory or crime scene services by adding the name of the entities in Article XII of this Agreement.
- F. The Participating Agency agrees to share summary case information (e.g., case number, offense, offense date) where an association is made with one of its cases and another case worked by the DFS or referenced in an individual characteristic databases (i.e., CODIS, NIBIN, AFIS, etc.).

- G. The Participating Agency agrees to maintain accurate agency and user data in the secure websites designated by the DFS.

ARTICLE IV: DURATION, MODIFICATION, AND TERMINATION

- A. This Agreement shall be in effect upon the signature of the Director of the Illinois State Police, or a properly appointed designee. The Agreement will be in effect for one year from the final date of signature and shall renew automatically for one year periods. Each party shall review the Agreement prior to the annual renewal date.
- B. Modifications to this Agreement may be made, but only in writing and signed by both parties.
- C. This Agreement will terminate when either party notifies the other of its intent to discontinue the Agreement. Notice shall be provided to the parties listed in Article XIII of this Agreement. The terminating party will provide the other party written notice at least 30 days prior to the desired termination date.

ARTICLE V: CONTROL AND SUPERVISION OF PERSONNEL

- A. The DFS will maintain exclusive control and supervision of its agents, employees, officials, contractors, and subcontractors.
- B. The Participating Agency will maintain exclusive control and supervision of its agents, employees, officials, contractors, and subcontractors.

ARTICLE VI: USE OF EQUIPMENT AND FACILITIES

- A. The DFS shall exercise sole operational control over all space, equipment, and activities in its forensic laboratories and crime scene offices.
- B. The DFS shall permit the Participating Agency access to designated evidence submission areas within its case-working laboratories from Monday to Friday from 8:30 a.m. to 5:00 p.m., with the exception of holidays designated by the Illinois Department of Central Management Services. The DFS shall make laboratory management staff available to the Participating Agency to coordinate after-hour requests for criminal cases requiring immediate attention. The DFS requests that the Participating Agency schedule appointments based on local laboratory protocols for the submission and retrieval of evidence at forensic laboratories.

ARTICLE VII: FREEDOM OF INFORMATION ACT

- A. In its afore-mentioned role as the custodian of all records generated, the DFS shall respond to requests for records made under the Freedom of Information Act (FOIA). [5 ILCS 140/et seq.] If records were created for the Participating Agency, the DFS may require an update on the status of an investigation to determine whether any statutory exemptions apply (e.g., whether a case is an active criminal investigation). The Participating Agency agrees to respond to case status inquiries in a timely manner so the DFS may satisfy FOIA deadlines.
- B. The Participating Agency is responsible for serving as the custodian of its records and responding to requests made to it under the Freedom of Information Act. [5 ILCS 140/et seq.]

ARTICLE VIII: INFORMATION SECURITY PROTOCOLS

- A. The DFS and Participating Agency shall comply with applicable Illinois court orders and subpoenas, Illinois and federal statutes, federal regulations, and Illinois administrative rules regarding confidential records or other information obtained by the parties to this Agreement. The records and information shall be protected by the parties to this Agreement from unauthorized disclosure. Any breach notification imposed by law shall be completed by party to this Agreement primarily responsible for said breach or improper dissemination of personally identifiable information or confidential records. Any costs resulting from a breach or improper dissemination shall be borne by the responsible party to this Agreement.
- B. The DFS will deploy and maintain its internal Laboratory Information Management System (LIMS), as well as the websites it makes available to the Participating Agency, utilizing information technology providers that are required by the DFS to adhere to the Federal Bureau of Investigation's current Criminal Justice Information Services (CJIS) Security Policy.
- C. The Participating Agency shall only utilize computer and telecommunications systems that are permanently maintained within its physically secure locations to access secure websites designated by the DFS.
- D. The DFS shall ensure its websites follow required CJIS Security Policy protocols relating to information security and encrypted communication.
- E. When the DFS makes multi-factor authentication available and Participating Agency elects to utilize it, they may access DFS websites from devices that are not permanently maintained within physically secure location. Alternatively, if the Participating Agency has already implemented multi-factor authentication on its mobile devices in accordance with

Sections 5.6 and 5.13 of the CJIS Security Policy, they may utilize these devices if permission is obtained from the Illinois CJIS Systems Officer with the Illinois State Police.

ARTICLE IX: LIABILITY AND WAIVER

- A. The DFS and Participating Agency shall not be liable for actions chargeable to the other including, but not limited to, the negligent acts and omissions of the agents, employees, contractors, or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not enlarge or diminish any obligation or duty owed by DFS or Participating Agency to the other or a third party.
- B. The DFS and Participating Agency shall only be liable for the errors, acts, and omissions of its own employees and officials. The parties to this Agreement shall not be liable, or responsible for, or indemnify each other for the errors, acts, or omissions of their respective employees or officials.
- C. A waiver of any condition of this Agreement must be requested in writing. No waiver of any condition of this Agreement may be effective unless in writing and signed by the authorized DFS and Participating Agency employees or officials.

ARTICLE X: PRE-LOG WEBSITE

- A. The DFS, Laboratory Information Management System (LIMS) utilizes Pre-Log (<https://limspl.isp.illinois.gov>) as the internet link for Participating Agency to log evidence for submission, track the progress of cases submitted to DFS, and retrieve reports and case notes associated with analysis. Articles XI through XII of this Agreement establishes how the DFS and Participating Agency will utilize Pre-Log and disseminate information.

ARTICLE XI: PRE-LOG RESPONSIBILITIES

- A. The Participating Agency must provide DFS with the information required in Article XI of this Agreement before access will be granted to the Pre-Log website.
- B. The Participating Agency shall provide the below information for DFS to create them as an entity in the LIMS database. This agency information will be used as the official name and address for the Participating Agency and will appear on reports and other documents. DFS will not utilize the United States Postal Service to mail reports or other documents to Participating Agency. All documents shall be obtained by Participating Agency through the Pre-Log website.

Agency Name: Lincolnshire Police Department	
Agency ORI#: IL0492900	Agency External IP Address:
Agency Type: Police Department	County: Lake
Address: 1 Olde Half Day Road	Agency Email (to receive notifications):
City: Lincolnshire	Zip code: 60073

- C. The Participating Agency must designate a Pre-Log administrator. The DFS will contact the Pre-Log administrator and provide them a username and password to Pre-Log. Once the Pre-Log administrator can access Pre-Log, they will be able to create additional administrators and users for the Participating Agency.

Pre-Log Administrator Name: Commander Kimberly Covelli	
Email: KCovelli@lincolnshireil.gov	Telephone #: 847-913-2345
Address: 1 Olde Half Day Road	City: Lincolnshire
State: Illinois	Zip: 60073

- D. The Participating Agency is responsible for informing the DFS if any information provided in Article XI of this Agreement changes. Participating Agency is responsible for updating the status and privileges of all administrators and users it creates in the Pre-Log website. This includes removing individuals who are no longer employed by the Participating Agency. Participating Agency is responsible for any misuse of information obtained by its administrators and users.

ARTICLE XII: PRE-LOG INFORMATION DISSEMINATION

- A. The Participating Agency will only be granted access to information related to its cases in the Pre-Log website unless it is also a prosecuting attorney with proper jurisdiction over an investigation.
- B. The Participating Agency may elect to grant another entity that has executed the Forensic Services Agreement with DFS access to their case information in the Pre-Log website. By completing the below section, the Participating Agency agrees to grant the below entities access to its cases in the Pre-Log website.



ITEM SUMMARY

Reviewing Body / Meeting Date:	Regular Village Board – October 13, 2020
Subject:	Declaration of Emergency Extension
Action Requested (Address – Petitioner):	Approval of an Ordinance Authorizing an Eighth Extension of a Declaration of Emergency (Village of Lincolnshire – Waiver of First Reading Requested)
Prepared By:	Ben Gilbertson – Assistant Village Manager/Community & Economic Development Director
Staff Recommendation:	Approval of the Ordinance
Budgeted Amount:	N/A
Actual Amount:	N/A
Level of Service Impact:	N/A
Meeting History:	Special Village Board – March 19, 2020 Regular Village Board – April 13, 2020 Regular Village Board – May 11, 2020 Regular Village Board – June 8, 2020 Regular Village Board – June 22, 2020 Regular Village Board – July 13, 2020 Regular Village Board – August 10, 2020 Regular Village Board – September 14, 2020
Tentative Meeting Schedule:	N/A
Reports / Documents Attached:	1) Draft Ordinance and Declaration of Emergency

Request Summary

On March 9, 2020, Governor Pritzker announced a Disaster Proclamation in response to the spread of COVID-19. On March 17, Mayor Brandt issued a Declaration of Emergency (“Declaration”) for the Village of Lincolnshire, which the Village Board formally ratified on March 19. The Village Board’s action extended the Declaration until the adjournment of the first Regular Village Board meeting on April 13, 2020. Subsequent to April 13, 2020, Regular Village meeting, and in light of the continued efforts to combat the spread of COVID-19, the Village Board took action as follows:

- April 13, 2020 – extended Declaration through the first meeting in May 2020
- May 11, 2020 – extended Declaration through the first meeting in June 2020
- June 8, 2020 – extended Declaration through the first meeting in July 2020
- July 13, 2020 – extended Declaration through the first meeting in August 2020
- August 10, 2020 – extended Declaration through the first meeting in September 2020
- September 14, 2020 – extended Declaration through the first meeting in October 2020

The first two extensions were effective no sooner than the earlier of the termination of the current State of Illinois Disaster Proclamation or the first Regular Village Board meeting in the proceeding month. To ensure there was no gap between the State’s Disaster Proclamation expiring and when the Village Board could meet, all subsequent extensions were effective until the later of the termination or expiration of the current State of Illinois Disaster Proclamation or the adjournment of the first regular meeting of the Village Board the proceeding month. With the Governor extending the State’s Disaster Proclamation to



October 17, 2020, staff recommends the Village Board approve an eighth extension of the Mayor's original Declaration of Emergency until either the termination or expiration of the State's Disaster Proclamation or first regular meeting of the Village Board in November, whichever is later. Approval of the ordinance also extends the previously-approved Executive Orders.

Budget Impact

Not applicable.

Level of Service Impact

Not applicable.

Approval Process

Only Village Board approval is needed for the ordinance and extension of the local Declaration of Emergency.

Staff Recommendation / Next Steps

Staff recommends waiver of first reading and approval of an ordinance authorizing an eighth extension of the local Declaration of Emergency.

**VILLAGE OF LINCOLNSHIRE
LAKE COUNTY, ILLINOIS**

ORDINANCE No. _____

**AN ORDINANCE APPROVING AN EIGHTH EXTENSION OF A
DECLARATION OF EMERGENCY PERTAINING TO THE
SARS-CoV-2 VIRUS AND RELATED COVID-19 RESPIRATORY DISEASE**

WHEREAS, the Village of Lincolnshire is an Illinois home rule municipal corporation operating under the Constitution and laws of the State of Illinois; and

WHEREAS, Section 11-1-6 of the Illinois Municipal Code provides the corporate authorities of each municipality may, by ordinance, grant to the mayor the extraordinary power and authority to exercise, by executive order, during a state of emergency, such of the powers of the corporate authorities as may be reasonably necessary to respond to the emergency; and

WHEREAS, Section 11 of the Illinois Emergency Management Agency Act provides that a local disaster may be declared by the principal executive officer of a political subdivision, which declaration shall not be continued or renewed for a period in excess of 7 days except by or with the consent of the governing board of the political subdivision; and

WHEREAS, the Mayor exercised the power described in Section 11 of the Illinois Emergency Management Agency Act to declare a local emergency on March 17, 2020; and

WHEREAS, on March 18, 2020, the Village Board took action to extend the local emergency declaration to the first regular Village Board meeting in April; and

WHEREAS, on March 18, 2020, April 13, 2020, May 11, 2020, June 8, 2020, July 13, 2020, August 10, 2020, and September 14, 2020, the Village Board approved ordinances extending the local emergency declaration so that the local emergency declaration is extended through the later of the termination of the State of Illinois' Disaster Proclamation or the first regular Village Board meeting in October 2020; and

WHEREAS, the Governor of Illinois has issued a series of Disaster Proclamations which declare a state of emergency as a result of the COVID-19 pandemic, and Executive Orders that prescribe certain conditions and limitations on work, travel, and other common activities, the term for which is currently scheduled to expire on October 17, 2020; and

WHEREAS, the Village Board desires to approve an extension of the Mayor's declaration of emergency until the later of the termination or expiration of the current State of Illinois Disaster

Proclamation or the adjournment of the first regular meeting of the Village Board in November 2020, after which the Village Board may reassess current conditions and renew or terminate the emergency declaration.

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

Section 1. Recitals; Findings.

A. The corporate authorities incorporate the foregoing recitals as through fully restated herein and adopt them as an expression of the legislative intent for this Ordinance and the authority bestowed upon the Mayor hereby.

B. Legislative Findings.

(1) The United States Center for Disease Control and Prevention (CDC), the United States Department of Health and Human Services (HHS), and the World Health Organization (WHO) have each determined that the SARS-CoV-2 virus causes the COVID-19 respiratory disease. The SARS-CoV-2 virus is a new strain of coronavirus not been previously identified in humans and is easily spread from person to person. The COVID-19 disease can result in serious illness and death.

(2) More than 307,000 confirmed cases of COVID-19 have been identified in the State of Illinois to date, and more than 8,800 deaths have occurred – many in the greater Chicagoland area. On January 31, 2020, the Secretary of HHS declared a public health emergency for the entire United States of America concerning COVID-19. On March 9, 2020, Governor Pritzker issued a disaster proclamation concerning the spread of COVID-19 in Illinois and issued a new disaster proclamation again on April 30, 2020. On March 11, 2020, WHO declared that the spread of COVID-19 is a global pandemic. On March 13, 2020, President Trump declared a national emergency concerning the COVID-19 pandemic.

(3) The Illinois Department of Public Health continues to affirm localized community person-to-person transmission of COVID-19 in Illinois, significantly increasing the risk of exposure and infection to Illinois' general public and creating an extreme public health risk in the Village and throughout the State. As has been experienced in other locales in the United States and around the world, the SARS-CoV-2 virus has the potential to infect large numbers of people in a short amount of time, placing extreme burdens on the health care system and the economy.

(4) In exercise of the authority granted by law, the Mayor has heretofore

issued a Declaration of Emergency, first issued on March 17, 2020, and extended on April 13, 2020; May 11, 2020; June 8, 2020; July 13, 2020; August 10, 2020; and September 14, 2020.

(5) To prevent the spread of COVID-19 in the Village, and to protect the residents of the Village from disease and death, it is necessary to approve and extend the Mayor's Declaration of Emergency to implement emergency regulations and orders, all as set forth in the Mayor's Declaration

Section 2. Mayor's Emergency Powers. The Mayor's Declaration is made in accordance with Section 1-5-1 Subparagraph "F", Emergency Powers of the Lincolnshire Village Code.

Section 3. Approval and Extension of Declaration of Emergency. For the reasons identified in the recitals and legislative findings, the Board of Trustees hereby extends the Mayor's Declaration of Emergency, a copy of which is attached hereto as Exhibit A and incorporated by reference, and consents to the extension of such Declaration until the later of the termination or expiration of the current State of Illinois Disaster Proclamation or the adjournment of the first regular meeting of the Village Board in October 2020. The Village Board may terminate or extend the Declaration by the majority vote of the Trustees then in attendance. Without limiting the generality of the foregoing, the Board of Trustees also expresses, for the sake of clarification, that it approves the extension of the Mayor's Executive Orders issued under the authority granted during the local declaration of emergency.

Section 4. Notice of Declaration of Emergency. The eighth extension of the Mayor's Declaration of Emergency and this Ordinance shall be given prompt and general publicity and shall be filed promptly with the Village Clerk.

Section 5. Effective Date. The adoption and implementation of this Ordinance is a matter of urgent public concern which requires it to take effect immediately upon its passage by a vote of two-thirds (2/3) of all the members of the corporate authorities now holding office.

SO ORDAINED this ____ day of _____, 2020.

AYES:

NAYS:

ABSENT:

APPROVED:

Elizabeth J. Brandt, Mayor

ATTEST:

Barbara Mastandrea, Village Clerk

Filed in the Office of the Village Clerk this _____ day of _____, 2020.

EXHIBIT A

MAYOR'S DECLARATION OF EMERGENCY

[SEE ATTACHED]

**DECLARATION OF EMERGENCY
VILLAGE OF LINCOLNSHIRE
MARCH 17, 2020**

I, Elizabeth J. Brandt, Mayor of the Village of Lincolnshire, Lake County, Illinois, being first duly sworn under penalty of perjury, attest to the truthfulness of the following and do hereby issue this Declaration of Emergency for the Village of Lincolnshire, this 17th day of March, 2020 ("Declaration").

Findings of Fact

The United States Center for Disease Control and Prevention (CDC), the United States Department of Health and Human Services (HHS), and the World Health Organization (WHO) have each determined that the SARS-CoV-2 virus causes the COVID-19 respiratory disease. The SARS-CoV-2 virus is a new strain of coronavirus not been previously identified in humans and is easily spread from person to person. The COVID-19 disease can result in serious illness and death.

Dozens of confirmed cases of COVID-19 have been identified in the State of Illinois; to date, all of the cases in Illinois are in the greater Chicagoland area. On January 31, 2020, the Secretary of HHS declared a public health emergency for the entire United States of America concerning COVID-19. On March 9, 2020, Governor Pritzker issued a disaster proclamation concerning the spread of COVID-19 in Illinois. On March 11, 2020, WHO declared that the spread of COVID-19 is a global pandemic. On March 13, 2020, President Trump declared a national emergency concerning the COVID-19 pandemic.

The Illinois Department of Public Health has now confirmed localized community person-to-person transmission of COVID-19 in Illinois, significantly increasing the risk of exposure and infection to Illinois' general public and creating an extreme public health risk in the Village and throughout the State. As has been experienced in other locales in the United States and around the world, the SARS-CoV-2 virus has the potential to infect large numbers of people in a short amount of time, placing extreme burdens on the health care system and the economy.

In order to prevent the spread of COVID-19 in the Village, and to protect the residents of the Village from disease and death, I find that it is necessary to issue this Declaration to implement emergency regulations and orders, all as set forth in this Declaration.

Statement of Authority

This Declaration is issued pursuant to the authority granted to me by Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

Declaration

I hereby declare that a state of emergency exists in the Village of Lincolnshire, for the reasons set forth in this Declaration.

Emergency Regulations and Orders

In exercise of the emergency power granted to the office of Mayor upon the declaration of an emergency, I hereby direct and order as follows:

1. *Emergency Purchasing.* I order that the Village may enter into contracts for the emergency purchase of goods and services that may be necessary for the preparation for, response to, and from, the COVID-19 pandemic. The Mayor and the Village Manager are hereby authorized to execute such contracts in accordance with applicable law.
2. *Emergency Staffing.* This Declaration constitutes a declaration of civil emergency and/or force majeure under the Village's collective bargaining agreements. Accordingly, I direct the Village Manager to implement such emergency staffing protocols and procedures as may be necessary for the preservation of public health and safety, and for the preservation of the health of Village employees. Specifically, and without limitation of the foregoing, the Village Manager is authorized to implement alternative staffing protocols, procedures, and shifts for the Village Police Department.
3. *Cooperation with Other Government Agencies.* I direct all Village officials and employees to take all practicable steps to coordinate the Village's resources and emergency operations with the State of Illinois, the County of Lake, and other local governments in and around the Village, to best utilize resources of all agencies in the area for the preparation for, response to, and recovery from, the COVID-19 pandemic.
4. *Enforcement of Executive Orders.* I direct all law enforcement officers to enforce the terms and conditions prescribed in the Executive Orders issued by the Governor which relate to the State's efforts to limit the spread of the COVID-19 disease.
5. *Liquor Commissioner.* Under my authority as the Local Liquor Commissioner, I hereby declare that any bar or restaurant which violates the Executive Order which prohibits service of food or beverage for on-site consumption shall be subject to an immediate suspension of their liquor license for a period of one week. Furthermore, all liquor licenses which are normally limited to on-site consumption are hereby temporarily amended to permit the sale of alcoholic beverages in the unopened, original container for off-site consumption, provided such sale occurs in relation to the service of whole meals. Nothing herein is intended to affect the application of the requirements imposed by the State Liquor Control Commission.
6. *Plan of Succession.* Provisions in the Village of Lincolnshire Emergency Operation Plan shall provide the direction and control of the Village's response to the COVID-19 Pandemic.
7. *Ability to Cease Utility Late Fees/ Water Shut-Offs.* I order that the Village Manager be granted the authority to cease water and/or sewer service shut-offs or cease application of utility late fees that may accrue as a result of delays in payment that may impact a utility customer's ability to make payment in a timely matter.
8. *Payment of Bills to be Ratified at Next Available Board Meeting.* In the event the Village Board may not hold its regularly scheduled meetings, I order that the Village may process all wages and accounts payable that are not inconsistent with the Village Appropriation Ordinance. Such payments will be ratified at the next regularly scheduled Village Board meeting.
9. *Essential Village Meetings.* I direct the Village Manager or his designee to work with the chairperson of each respective advisory Board to determine whether upcoming Zoning Board, Architectural Review Board, Police Pension Board, and Park Board meetings should be cancelled in response to the COVID-19 pandemic.

Pursuant to the authority vested in me pursuant to Section 1-5-1 of the Village Code, I reserve the right to issue additional emergency regulations and orders in furtherance of this Declaration. Notice of any additional regulations and orders will be provided to the Village Clerk, posted on the Village website, and otherwise provided to the general public as quickly as practicable.

Effective Date and Period of Emergency

This Declaration shall take effect immediately, and shall expire automatically upon the first to occur of: (i) the adjournment of the next regular or special meeting of the corporate authorities of the Village; and (ii) the date that is seven days after the date of this Declaration; provided, however, that corporate authorities, in their discretion, may extend the duration of this Declaration by a majority vote at any regular, special, or emergency meeting of the corporate authorities.

Signed and sealed with the official seal of the Village of Lincolnshire on this 17th day of March, 2020.

By:

Elizabeth J. Brandt
Mayor
Village of Lincolnshire



ITEM SUMMARY

Reviewing Body / Meeting Date:	Regular Village Board – October 13, 2020
Subject:	Amendments to the Lincolnshire Personnel Policy Manual
Action Requested (Address – Petitioner):	Approval of Proposed Amendments to the Village of Lincolnshire Personnel Policy Manual Pertaining to Holidays/Floating Holidays (Chapter 9), Vacations (Chapter 10), and Sick Leave (Chapter 11)
Prepared By:	Brad Burke – Village Manager
Staff Recommendation:	Consideration and approval
Budgeted Amount:	N/A
Actual Amount:	N/A
Level of Service Impact:	N/A
Tentative Meeting Schedule:	Committee of the Whole – September 29, 2020 Regular Village Board – October 13, 2020
Reports and Documents Attached:	1) Proposed chapters of the Personnel Policy Manual to be Amended with Track Changes Highlighted

Request Summary

OCTOBER 8, 2020 UPDATE: Staff presented recommended changes to the proposed Personnel Policy Manual pertaining to leave time at the September 29, 2020 Committee of the Whole meeting. Board members provided comments and feedback regarding vacation carryover limits. As a result of feedback received, staff reviewed the proposed changes to the Vacation policy and recommends capping the maximum vacation carryover limit to no more than 15 days. The proposed policy has been revised accordingly and is attached to this memorandum.

As a result of the COVID-19 pandemic, many Village employees have not utilized vacation leave accrued throughout the year. The Village’s current Personnel Policy Manual credits vacation leave in advance and must be used prior to the end of the year. The policy provides some limited exceptions for vacation carryover which must be approved by the Village Manager. The Village’s current collective bargaining agreement between the Fraternal Order of Police who represent Lincolnshire police officers gives all officers the ability to carryover up to 80 hours of vacation time as a matter of right. Given current pandemic circumstances and a desire to provide parity between union and non-union employees, department managers reviewed current vacation leave policies for non-union personnel and recommend several updates. To provide consistency in administering all leave time, staff also reviewed other sections of the Lincolnshire Personnel Policy pertaining to sick time and holiday/floating holiday leave. Many of the changes recommended are intended to update language use throughout the document. A summary of the substantive changes to each section is listed below.

Project Description

There are two primary changes in all chapters recommended for update. The first change is aligning the increments in which employees can request leave time. Currently, depending upon the leave time requested (sick, vacation, floating holiday) employees are permitted to take such leave in half day, one hour, or 30 minute increments. One of the primary cleanup items in the proposed updates is to permit employees to take any type of accrued leave time in 15 minute increments. Staff believes the larger



increments harkens back to a time when accruals were managed manually. The Village's electronic payroll system can manage and track leave time requests in the smaller 15-minute increment being recommended. The 15-minute increment is also necessary for 7.5 hour employees to accurately request a half day of leave (i.e., 3.75 hours).

Throughout all chapters recommended for update, the reference to probationary employee is eliminated. Recent case law indicates eliminating reference to probationary status is appropriate to avoid establishing the potential for an employee to argue a "property right" to their position. Eliminating this reference does not significantly change operations for new hires and merely affirms all employees' "at will" employment status.

Chapter 9 Holidays / Floating Holidays – Substantive Change

- Elimination of probationary status reference.
- Permission to schedule leave time in 15-minute increments.
- Change to the allocation and tracking of holidays for Sergeants to mirror how holiday pay is handled in the FOP contract for police officers. The reason for this change is due to how police shift work and scheduling is administered.

Chapter 10 Vacations – Substantive Changes

- Elimination of probationary status reference.
- Permission to schedule leave time in 15-minute increments.
- Employees will begin accruing vacation time at the start of employment. Vacation time will no longer be credited in advance to employees at the beginning of the calendar year. Striking this provision eliminates the concern of employees leaving employment with the Village having used more vacation time than has been earned and having to reconcile such matters on the final date of compensation. Eliminating the advanced credit of vacation time also clarifies handling payment of accumulated vacation time upon separation as provided in Section 10.6.
- Employees are still encouraged to use their annual allotment of vacation days on an annual basis. However, proposed changes will permit employees to carry a balance of up to one year's annual accrual into a future year. Accruals greater than one year's annual vacation allotment will be paid out in January of each year.

Chapter 11 Sick Leave – Substantive Changes

- Elimination of probationary status reference.
- Permission to schedule leave time in 15-minute increments.
- Incorporate reference to the Illinois Healthy Workplace Act which permits employees to use up to 40 hours of paid sick time during a 12-month period for a variety of specific reasons.
- Provides that employees who are required to stay home due to quarantine or directed to leave the place of employment but can work from home may be permitted to do so if approved by the Department Manager and Village Manager.

Budget Impact

No change or increase to benefit levels or process for accruals. May be budgetary impact depending upon individual employee accrual and required payout.

Level of Service Impact

Not applicable.

Approval Process



Village Board consideration of proposed changes to the Personnel Policy Manual at the September 29, 2020, Committee of the Whole meeting and approval at the October 13, 2020, Regular Village Board meeting.

Staff Recommendation / Next Steps

Staff recommends approval of the changes to various chapters of the Personnel Policy Manual.



VILLAGE OF LINCOLNSHIRE

HOLIDAYS/FLOATING HOLIDAYS Chapter 9

9.1 HOLIDAYS

The following holidays are observed by the Village of Lincolnshire:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Eve
8. Christmas Day

Five Floating Holidays, afforded at 8-hours each, (40 hours total)

9.2 ELIGIBILITY

Full-time employees are entitled to holiday benefits.

Part-time employees are entitled to holiday benefits if their regularly scheduled hours fall on the day the holiday is observed. Pay for the holiday is pro-rated on the number of weekly hours they are normally scheduled to work divided by five (5).

Non-seasonal and seasonal employees are not eligible for holiday benefits.

9.3 HOLIDAY COMPENSATION PROBATIONARY & REGULAR EMPLOYEES

Full-time and part-time employees required to maintain regularly scheduled office hours shall receive their normal compensation for holidays. If a full-time or part-time employees are required to work on a holiday, they are entitled to overtime pay at a rate equal to two (2) times their equivalent hourly rate.

If, due to an emergency, non-seasonal, part-time, or full-time employees are called in to work on a holiday, employees are entitled to overtime pay at a rate equal to two times their equivalent hourly rate.

Example: Christmas Day falls on a Sunday. The Christmas Day holiday is observed by the Village on Monday. If an employee is called in on either Sunday (the holiday) or Monday (the holiday observed) for an emergency, the employee is entitled to overtime pay at a rate equal of two times his/her equivalent hourly rate.

Sergeants

In lieu of the above designated holidays, each employee assigned to the rank of Sergeant shall receive thirteen (13) 8-hour paid holidays (104 hours of holiday time off), banked at the beginning of the calendar year and scheduled with the approval of the Chief of Police or his designee. All banked holiday time off must be taken during the calendar year and may not be carried over from year to year. If, for any reason, any holiday time cannot be taken during the calendar year, it will be paid out on the first payday in January of the following year.

An employee who is employed for less than a full calendar year shall receive holidays on a pro rata basis based on the number of holidays observed by the Village during the portion of the year that the employee is employed. If an employee who leaves the Village's employ prior to the end of the calendar year has taken more holidays than he is entitled to on a pro rata basis, an adjustment shall be made in his final paycheck. Holiday time off may be used in 15 minute increments and shall not be taken in increments of less than 15 minutes.

Sergeants can elect to be paid in lieu of time off for up to sixty-four (64) holiday hours, payable the first payday on or after June 1 or the first payday on or after December 1. An employee requesting a payout under this paragraph must do so in writing by May 1 for a June payout or November 1 for a December payout.

Sergeant Pay for Holidays Worked

Effective May 1, 2015 and thereafter, a Sergeant who actually works his or her scheduled shift on any of the eight designated holidays listed in this section shall be paid at time and one half (1.5) for all hours worked on that holiday. For purposes of this paragraph, all consecutive hours worked by an employee whose shift begins during the 24-hour period encompassing the holiday shall be deemed to be hours worked on the holiday; on the other hand, hours worked by an employee whose shift begins prior to the 24-hour period encompassing the holiday shall not be considered to be hours worked on the holiday, even if such hours extend into the period covered by the holiday.

Example: an employee who begins a shift at 6:00 pm on Wednesday evening before Thanksgiving Day will not be eligible for such holiday pay, but an employee who begins working at 6:00 pm on Thanksgiving will be eligible for holiday pay under this Section.)

A Sergeant not scheduled to work but who is called in to work or held over to work on any one of the eight (8) designated holidays listed in this section shall be paid at two times their normal hourly rate of pay for all hours worked on the holiday. For purposes of this paragraph, the "holiday" shall mean the actual hours of the holiday itself (12:00 a.m. to 11:59 P.M.), so that, for example, an employee called in at 8:00 p.m. on (Memorial Day) who works until 2:00 a.m. the following day will be paid four (4) hours at double time for work performed on the holiday and two (2) hours at time and one-half for work performed on an overtime basis. On the other hand, an employee who is called in to work at 8:00 p.m. on Thanksgiving Day who works until 2:00 a.m. the following day will be paid six (6) hours

at double time for four (4) hours worked on Thanksgiving Day and two (2) hours worked on the Day after Thanksgiving.

Pay for holidays worked under this Section must be taken as pay and cannot be taken as compensatory time off.

9.4 HOLIDAY COMPENSATION - SEASONAL EMPLOYEES

A seasonal employee shall receive time off without pay for holidays.

A seasonal employee who is required to work on a holiday or is called in for an emergency on a holiday shall be compensated at a rate of 1.5 times their equivalent hourly rate.

9.5 ROTATING DAYS OFF

If an employee has rotating days off and if they are scheduled to work a full, regular work day on a holiday, or if a scheduled holiday falls on one of their scheduled days off, they have the following options:

- A. Schedule a paid day off in lieu of the holiday not received. This must be done with the approval of their Supervisor.
- B. To be paid a day's wage for the holiday not taken. This must be done with the approval of their Supervisor.

9.6 HOLIDAYS FALLING ON WEEKENDS

When a holiday falls on a Saturday, it shall typically be observed on the preceding Friday. When a holiday falls on a Sunday, it shall typically be observed on the following Monday. A schedule of holidays will be provided annually by the Village Manager.

9.7 HOLIDAYS FALLING OVER A VACATION

When a holiday falls within an employee's vacation period, the employee shall be paid for the holiday and that day shall not be charged against the employee's vacation balance.

9.8 FLOATING HOLIDAYS

Floating holidays will be awarded to full-time employees based on their eligibility. Floating holidays may not be taken in increments less than 15 minutes. Part-time employees, hired prior to January 1, 2014, are entitled to Floating Holidays prorated for the number of hours normally scheduled to work.

Part-time employees hired after January 1, 2014, non-seasonal, and seasonal employees are not eligible for floating holiday benefits.

9.9 FLOATING HOLIDAYS - ELIGIBILITY

Full-time employees and part-time employees (hired prior to January 1, 2014) of the subject year are entitled to five floating holidays in the subject calendar year. Full-time

employees, who join the Village between January 1 and March 31 of the current year, are entitled to three floating holidays in the subject calendar year. Employees joining the Village between April 1 and June 30 are entitled to two floating holidays in the subject calendar year. Employees joining the Village between July 1 and September 30 are entitled to one floating holiday in the subject year.

9.10 SCHEDULING OF FLOATING HOLIDAYS

Scheduling of the floating holidays shall be at the employees' discretion, subject to the approval of the Department Manager.

9.11 NON-CUMULATIVE

Floating holidays are non-cumulative and must be observed during the year they are awarded.

9.12 TERMINATING EMPLOYEES

Terminating employees will not be charged for floating holidays used or paid for floating holidays not used. Terminating employees shall not use floating holidays once notice of termination has been given.

9.13 SUBSTANTIATION

Floating holidays must be substantiated by a "Leave Request" in the Village's payroll system approved by the employee's Supervisor and Department Manager.

9.14 SICK LEAVE INCENTIVE HOLIDAY

All full-time employees and part-time employees hired prior to January 1, 2014, who, during a 12 month period beginning on January 1 of each year, do not utilize any sick leave for that 12 month period, shall receive one (1) day off in the following year. It is non-cumulative and must be observed during the year that it is awarded. It must be scheduled in the same manner as floating holidays.

Part-time employees hired after January 1, 2014, non-seasonal, and seasonal employees are not eligible for sick leave incentive holiday benefits.



VILLAGE OF LINCOLNSHIRE

VACATIONS Chapter 10

10.1 GENERAL

The Village’s “vacation year” is based upon the calendar year. Vacations are provided for the recreation, relaxation, and well-being of Village employees. Employees are encouraged to take vacation leave on an annual basis.

10.2 ALLOTMENT

Full-time employees, and part-time employees hired prior to January 1, 2014, shall be eligible for paid vacation time after six (6) months' employment with the Village. Vacation allowance shall be based on the following schedule:

Length of Service	Vacation Days Per Year
Six months through 5 years	10 Days
6 through 11 years	15 Days
12 through 15 years	20 Days
16 years	21 Days
17 years	22 Days
18 years	23 Days
19 years	24 Days
20 years and more	25 Days

If the employee begins employment after the 1st of the month and before the 16th of any month, the employee shall accrue one-half of their accrual for that month. If the employee begins employment on the 16th or later of any month, vacation accrual begins with the first full month of employment.

Part-time employees hired after January 1, 2014, non-seasonal, and seasonal employees are not eligible for vacation leave.

10.3 ACCRUAL

Employees shall accrue paid vacation credit on a monthly basis. Full-time employees, and part-time employees hired prior to January 1, 2014, are allowed to take their accrued vacation days after six months of employment.

Employees shall accrue vacation at the start of employment with the Village.

Vacation time shall not be accrued while on leave of absence without pay.

If a part-time employee hired prior to January 1, 2014, becomes a full-time employee, vacation days accrued while the employee is part-time will be pro-rated based on hours worked as a part-time employee, and recalculated based on full-time hours.

Example: If an employee worked four hours per day and had six vacation days coming to them, and as a full-time employee is working eight hours a day, the six vacation days accrued as a part-time employee will become three vacation days accrued as a full-time employee.

The following pertains to part-time employees hired prior to January 1, 2014 with a set work schedule:

- Vacation days are determined by pro-ration based on the number of weekly hours divided by the number of days normally scheduled to work.
- Vacation time accrual is determined by the number of days an employee is normally scheduled to work and the years of service following the same schedule as full-time employees.
- The formula is based upon the number of days a part-time employee is normally scheduled to work multiplied by the number of weeks of vacation they are entitled to based on years of service divided by twelve (12).

Example: This example is based upon an employee whose normal work week is four (4) days. They would accrue at a rate of .67 days per month for a total of eight (8) days per year from six (6) months through five (5) years of service. Part-time employees who have served the Village from six (6) through twelve (12) years accrue one (1) day per month and for years thirteen (13) and higher, they would accrue 1.33 day's per month.

10.4 SCHEDULING

The scheduling of vacation time is at the discretion of the employee's immediate supervisor, Department Manager, and/or Village Manager. The Village Manager and Department Managers reserve the right to determine vacation schedules and to arrange vacation schedules at any time.

10.5 ACCUMULATION OF VACATION TIME

Employees are encouraged to use their full allotment of vacation days annually.

The maximum allowable vacation accrual carryover on December 31 of each year is as follows:

Department/Division	Maxmum Vacation Time / Accrual Cap
Administration	15 days based upon 7.5 Hour Work Day (112.5 Hours Max)
Police Administration	15 day based upon 7.5 Hour Work Day (112.5 Max)
Police Operations	15 days based upon 8 Hour Work Day (120 Hours Max)
Public Works Administration	15 days based upon 7.5 Work Day (112.5 Hours Max)
Public Works Operations	15 days based upon 8 Hour Work Day (120 Hours Max)

For eligible part-time employees, the maximum allowable vacation carryover accrual is capped at the equivalent of 15 regularly scheduled work days based upon the employee's typical schedule.

Vacation time may be taken in 15 minute increments.

10.6 PAYMENT ON SEPARATION

Full-time and part-time employees leaving the Village shall be compensated for vacation leave earned and unused to the date of separation. In the event of separation due to death of the employee, compensation shall be made to the employee's beneficiary.

10.7 HOLIDAYS OCCURRING DURING VACATION PERIOD

Any official holiday as set forth in these rules which may occur during an employee's scheduled vacation period shall not be counted as a day of vacation.

10.8 SUBSTANTIATION

Vacation days must be substantiated via the Village's time and attendance payroll system and approved by the employee's Supervisor and Department Manager.



VILLAGE OF LINCOLNSHIRE

SICK LEAVE Chapter 11

11.1 PRIVILEGE

Sick leave is a privilege, not a right, extended to full-time employees, and part-time employees hired prior to January 1, 2014.

11.2 ACCUMULATION OF SICK LEAVE

Sick leave will be accumulated by full-time employees, and part-time employees hired prior to January 1, 2014, on a monthly basis, one day credited the first day of each month for the previous full month worked. Sick leave may be accumulated from year-to-year up to a maximum of 150 days. Employees will not be paid for unused sick leave upon termination. (See exception 11.7). Sick leave days may be taken in 15 minute increments.

Part-time employees hired prior to January 1, 2014, with a set work schedule, are allotted sick time on the same schedule, but pro-rated for their average weekly hours worked for the previous year.

Example: If an employee works from January 1 to December 16, and becomes ill on December 16, they have accumulated 11 sick days to date.

Example 2: If an employee works from February 12 to December 15, and becomes ill, they are entitled to nine sick days - March, April, May, June, July, August, September, October, and November.

Part-time employees hired after January 1, 2014, non-seasonal, and seasonal employees are not eligible for sick leave.

If a part-time employee, hired prior to January 1, 2014, becomes a full-time employee, sick days accrued while the employee is part-time will be pro-rated based on hours worked as a part-time employee, and recalculated based on full-time hours.

Example: If an employee worked four hours per day and had six sick days coming to them, and as a full-time employee is working eight hours a day, the six sick days accrued as a part-time employee will become three sick days accrued as a full-time employee.

11.3 PURPOSE OF SICK LEAVE

In addition to personal sickness or injury, sick leave may be granted at the discretion of the Department Manager, for the following reasons in accordance with the Illinois Health Workplace Act:

- A. Care for the employee's health – a bona fide illness or accident during which the employee is unable to perform their job, or during which their presence in the workplace would constitute a health hazard for other employees.
- B. Medical appointments which cannot be scheduled outside of working hours for self or family member. Every effort should be made by the employee to schedule medical appointments outside of regular working hours.
- C. Illness or injury of a member of the employee's immediate family, , or living in the employee's home, when it is clearly demonstrated to the Village that the employee's absence from work is necessary for the employee to provide care, supervision, or transportation of an ill family member to and from the doctor or hospital, Five days of sick leave per year may be used for this purpose.
- D. Upon either the birth or adoption of a child, an employee shall be granted five (5) days leave from work, utilizing their accrued sick leave time. The employee must give reasonable notice to their Department Manager.
- E. Care for a child out of school or a place of care.
- F. Care for self or family member as a result of domestic violence. Five days of sick leave per year may be used for this purpose.

11.4 REPORTING ILLNESS OR INJURY

An employee who, unexpectedly, must be absent from work due to illness or injury must report the absence before the assigned starting time of his workday, if possible. If an employee fails to contact their Supervisor, they could lose sick leave benefits. The employee must report to their Supervisor on a daily basis while using sick leave. If an employee receives pre-approval for sick time usage (Example: planned surgery) that spans over a one day period, the Department Manager will determine, if necessary, frequency of required status checks. If, however, it has been determined by their Department Manager that the recuperation period of the employee will be lengthy, the employee is required to contact their Department Manager a minimum of one time per week.

11.5 WRITTEN CERTIFICATION

The Village reserves the right to require a written statement from the employee's doctor(s) or an examination by a doctor(s) of the Village's choice as a basis for determining receipt of sick leave pay. If the Village requests an examination by a doctor of its choosing, the Village will pay for the examination. Sick leave will be charged for time used to complete a Village-requested examination. It is the employee's responsibility to contact their Department Manager immediately if there is any significant change in their condition, which includes their ability to return to work,

including limited duty. Any employee may be required to provide satisfactory evidence of accident, illness, or doctor's appointment when requested by the Department Manager. If it is determined that the employee has abused these sick leave provisions, the employee may be subject to a loss of pay and other appropriate disciplinary action.

A Return-to-Work Request form may be required at the discretion of the Department Manager.

11.6 SUBSTANTIATION

Sick days must be substantiated by a "Leave Request" via the Village's time and attendance payroll system and approved by the employee's Supervisor and Department Manager.

11.7 PAY FOR ACCUMULATED SICK LEAVE UPON RETIREMENT

Upon separation (excluding termination for cause), an employee who is eligible to receive a pension or deferred pension under a Village authorized pension fund shall receive from the Village additional separation benefits. The employee shall have more than fifty (50) days of accumulated sick leave to be eligible for this benefit. The benefit is calculated based on sick leave days which are accrued in excess of fifty (50) days, up to and including the maximum possible accrual amount of one hundred fifty (150) days. Such pay shall be at the employees' regular straight-time hourly rate of pay at the date of their separation. In order to receive pay for accumulated sick leave under this Section, an employee must notify the Village of their decision to separate at least fourteen (14) days before the proposed effective date of their separation.

- Employees with at least 20 years of service with the Village shall receive pay equal to 55% of their accumulated sick leave with a maximum benefit of 55 day's pay.
- Employees with at least 25 years of service with the Village shall receive pay equal to 80% of their accumulated sick leave with a maximum benefit of 80 day's pay.
- Employees with at least 30 years of service with the Village shall receive pay equal to 85% of their accumulated sick leave with a maximum benefit of 85 days pay.

11.8 COMMUNICABLE DISEASE AND ILLNESS

Except to the extent limited by any other express provision of this policy, the Village of Lincolnshire retains all rights to manage and direct its employees in all aspects of their job duties, including but not limited to the following: to evaluate and assess the physical fitness of its employees and determine, based on reasonable indicia, whether any employee represents a risk to the health and welfare of other employees by virtue of communicable disease or illness (e.g. COVID-19, H1N1, seasonal flu). In the event an employee's Department Manager determines, in their reasonable judgment, that an employee exhibits such indicia of communicable disease or illness that such employee is a risk to the health and welfare of the Village's other employees, the Department Manager may make one or more of the following orders,

each of which shall be considered cumulative and not mutually exclusive:

(a) the employee shall use one or more commonly accepted chemical, biological, or physical means to inhibit the spread of disease or illness; or

(b) the employee shall be required to leave the place of employment and shall be charged with whatever form of compensated time-off as the employee elects, or uncompensated time if compensated time is unavailable. However, if the employee is able to work and their position permits remote work, the employee may not be required to be charged for compensated time-off at the approval of the Department Manager and Village Manager. An example of this would be in the event an employee is mandated to be quarantined due to a possible exposure to contagious illness, but the employee is not exhibiting symptoms and employee is able to perform work activities.

In each case when the Department Manager exercises the foregoing authority, the Department Manager shall document the reasons for the decision and place a written memorandum of the decision in the employee's medical file. The fact that such an order was issued shall not, in itself, be considered cause for discipline of the employee, provided that failure to comply with the order shall cause the employee to be subject to disciplinary measures.



ITEM SUMMARY

Reviewing Body / Meeting Date:	Regular Village Board Meeting
Subject:	Lincolnshire Drive North Drainage Improvements
Action Requested	Approval of a Professional Service Contract with Christopher B. Burke Engineering, Ltd. for Design Engineering Services at a Cost not to Exceed \$298,307.00 (Village of Lincolnshire)
Prepared By:	Walter Dittrich – Assistant Public Works Director / Village Engineer
Staff Recommendation:	Consideration and Approval
Budgeted Amount:	\$330,000.00 (Village-Wide Drainage Study Estimate)
Actual Amount:	\$298,307.00
Level of Service Impact:	N/A
Meeting History:	N/A
Tentative Meeting Schedule:	October 13, 2020 RVB
Reports / Documents Attached:	1) Agreement with Christopher B. Burke Engineering, Ltd. 2) Project #2 on Drainage Improvement Projects Map

Request Summary

This request is for the approval of a design engineering contract with Christopher B. Burke Engineering, Ltd. to provide design engineering services for the Lincolnshire Drive North Drainage Improvements as identified in the Village-Wide Drainage Study. Staff requests approval of this project at the Regular Village Board Meeting in order to expedite the start of the design process in order to continue progress on identified drainage projects and to put the Village in a position to make timely submittals for possible grants that may be made available by other agencies.

Project Description

The Village-Wide Drainage Study included the Lincolnshire Drive study area which includes a large tributary area south of Half Day Road beginning from just east of Riverwoods Road where drainage from the west ends of Brittany Lane, Cornel Drive, Buckingham Place (Sprague School), Grenadier Court and Dukes Lane is collected and drains west under Riverwoods Road through a historic drainage path to the Des Plaines River. The historic drainage path is contained in a 48-inch storm sewer along Oxford Drive and outlets to the Des Plaines River at Spring Lake Park through a 36-inch and 48-inch culverts and has an approximate 2 year storm design. Roadway flooding typically begins along Oxford Drive from Plymouth Court to Essex Lane. Ponding begins in the rear yards of Plymouth Court, as well as Yorkshire Drive and Lancaster Lane, and at Oakwood and Cedar Lanes. The Cedar Lane and Oakwood Lane single outfall drains through the side yards at the west end of Cedar Lane where there is no safe overland flow path.

The proposed project will address the following and is currently scheduled for construction in 2023 in the Village's 10 year Capital Improvement Program; however, significant engineering work is required to put the Village in a position to execute on the planned construction:

- Install a new trunk storm sewer along Oxford Drive from Lancaster Lane to Essex Lane.
- Install laterals along Lancaster Lane to Yorkshire Drive and Lincolnshire Drive south to overlapping storm sewer system.
- Remove and replace the storm sewer at Oakwood Lane and Cedar Lane.



- Remove and replace the storm sewer between Buckingham Place and Grenadier Court.
- Increase parallel outfall to the Des Plaines River at Spring Lake Park.
- Accommodations for private drainage issues will be determined as the project progresses.

Staff received Requests for Qualifications submittals from 15 consulting firms in August of 2020. Christopher B. Burke Engineering, Ltd. was the most qualified based on their understanding of the Village's needs, experience with similar projects, and previously completed work on the Village-Wide Drainage Study.

Budget Impact

\$260,000 was allocated in the FY 2020 budget to expedite engineering on various projects identified in the Village-Wide Drainage Study. The Village's Fiscal Year 2021 Budget allocates \$150,000 for this work, with another \$150,000 budgeted in the 10-Year Capital Improvement Program for 2022. Funding for this project will be included in the Village's ongoing evaluation of a Storm Water Utility Fee. At this time, only funding for 2020 is being authorized to be spent. Approximately \$30,000 of the \$260,000 budgeted for 2020 is anticipated to be spent on surveying, concept engineering, utility conflict identification, preliminary permitting and grant writing assistance. Upon completion of the development of the 2021 budget, authorization to begin work on the remainder of the work will be made dependent on what is actually allocated in the final budget.

Level of Service Impact

Improving drainage capacities in these areas from a 2-year storm event to a 10-year storm event.

Approval Process

October 13, 2020 Regular Village Board meeting and future spending to be discussed during upcoming budget meetings.

Staff Recommendation / Next Steps

Staff recommends approval of the agreement with Christopher B. Burke Engineering, Ltd.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 28, 2020

Revised: October 6, 2020

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

Attention: Wally Dittrich, PE
Assistant Public Works Director/Village Engineer

Subject: Proposal for Professional Engineering Services
Lincolnshire Drive North Drainage Improvements
Preparation of Final Design, Specifications and Permitting

Dear Mr. Dittrich:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the Lincolnshire Drive North Project. Included below you will find our Understanding of the Assignment, Scope of Services and Fee Estimate.

UNDERSTANDING OF THE ASSIGNMENT

We understand that the Village would like to proceed with engineering and permitting for the Lincolnshire Drive North Drainage Improvements. As outlined in the Stormwater Master Plan that CBBEL recently completed for the Village, this project included the following improvements:

- Install a new trunk storm sewer along Oxford Drive from Lancaster Lane to Essex Lane.
- Install laterals along Lancaster Lane to Yorkshire Drive and Lincolnshire Drive south to overlapping storm sewer system.
- Remove and replace the storm sewer at Oakwood Lane and Cedar Lane.
- Remove and replace the storm sewer between Buckingham Place and Grenadier Court.
- Increase storm sewer outfall to the Des Plaines River at Spring Lake Park.

These improvements increase the level of service for the stormwater management system to a 10-year level of service, which is similar to current design standards and consistent with Village staff recommendations. It would also increase flood protection for properties served by the storm sewer system as we understand that part of the design will be to investigate the potential for providing lateral stubs that homeowners can tie into in the future.

Portions of this study area would still be susceptible to riverine flooding from the river as they are in the mapped regulatory floodplain and floodway of the Des Plaines River. Permitting and coordination for the proposed project includes the following agencies:

- Lake County Stormwater Management Commission (SMC)
- Illinois Environmental Protection Agency (IEPA) Construction Permit
- U.S. Army Corps of Engineers (USACE)
 - US Fish and Wildlife Service
 - Soil and Water Conservation District
 - Illinois Environmental Protection Agency
 - Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR)

As outlined in the Request for Qualifications, we understand that our scope will include documentation of the existing conditions of the storm sewer system and a topographic survey of the project limits. Our scope includes a direct cost allowance for televising the existing storm sewer system and review of storm sewer tapes. We will also review the Village GIS data that will be supplied by the Village as well as drainage issues in the vicinity of the project area as we are familiar with many of these based on the recently completed Stormwater Master Plan.

Using the collected topographic information, we will update XP-SWMM modeling to verify the previously identified project and construction costs that were presented on the concept plans presented in the Stormwater Master Plan. We will also work with the Village to identify and secure grants, including available SMC grants.

The existing conditions topography and modeling results will be used to develop engineering plans and estimates for the 30%, 90% (pre-final) and final engineering (bid documents) level of development and prepare specifications for bidding. The pre-final plans will be used for the required permit submittals, which will include the permit applications, narrative, calculations, modeling, and necessary exhibits. We will prepare concept level water main plans to a level sufficient for the Village to identify a potential future water main alignment that provide the necessary separation from the proposed storm sewer system and identify all utility (wet/dry) conflicts. If requested, we can amend our scope to include final water main design plans.

We will assist the Village in developing the bidding documents and analyzing bids for the proposed storm sewer project. The construction engineering and as-built survey will be completed under a separate scope of services. Throughout the process, CBBEL will meet with the Village staff, residents and Village Board, as necessary. We believe this communication was critical to the success of the Stormwater Master Plan. Our understanding is that Village staff will set up all meetings and will develop and update a project website.

SCOPE OF SERVICES

Task 1 – Topographic Survey

CBBEL will perform a Topographic Survey of Oxford Drive (from Half Day Road to Lancaster Lane, 3,200 LF±), Lincolnshire Drive (from Oxford Drive to South Westerly Property Line of Spring Lake Park, 700 LF±), from Oxford Drive thru Spring Lake Park parking lot and basketball court to the Des Plaines River (450 LF±), Lancaster Lane (from Oxford Drive to Yorkshire Drive, 800LF±), approximately 400 feet from the corner of Cedar Lane and Lakewood Lane to the southwest between 53 and 54 Cedar Lane (400 LF±), between 1 and 3 Buckingham Place and 2 and 4 Grenadier Court (300 LF±), for a total of 5,850 LF±. The following scope items will be included in this task:

The scope of CBBEL's survey effort will include:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on Lake County & NGS Control Monumentation (NAD '83, Illinois East Zone 1201).

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed Lake County & NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Tree Survey: CBBEL will locate isolated trees of 6 inch caliper or greater within Project Area to be surveyed, Tree Line only of forested areas, and all trees over 6" inches in diameter within the existing right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by type (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all of the above information onto base maps at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

Task 2 – J.U.L.I.E. Utility Coordination

CBBEL will coordinate with J.U.L.I.E. to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and J.U.L.I.E. Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map. J.U.L.I.E. Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

Task 3 – Geotechnical Investigations

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include six (6) borings extending 15-feet in depth to determine the existing structure of the pavement and condition of subgrade materials. This assumes no flagmen are required to take the borings.

The objectives of the boring study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer. A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

Task 4 – Evaluation of Geotechnical Report

CBBEL and Village Staff will evaluate the geotechnical report to verify the proposed scope of work and review the soil analytics.

Task 5 – Wetland Delineation

Task 5a - Field Reconnaissance: An investigation of the project site will be completed to delineate the limits of wetlands and waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers (USACE). Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

Task 5b – Letter Report: The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the USACE Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.

Task 5c – Request for Jurisdictional Determination and Boundary Confirmation: CBBEL will prepare and submit a request for a Jurisdictional Determination to the USACE to determine if that agency will regulate any onsite waters or wetland. CBBEL staff will also contact County to request a wetland boundary confirmation site visit.

Task 6 – Update XP-SWMM Model and Technical Memorandum

The project team will re-affirm the benefits of the project using the XP-SWMM model that we previously developed for the Stormwater Master Plan and the design survey data collected in the tasks above. We will identify any remaining vulnerable area not previously contemplated as protected during the concept design. We anticipate this will require a minimum of two iterations to determine maximum pipe sizes and optimize the overall project. This task will also include preparation of a Technical Memorandum for the concept based on the optimization. Any changes to the originally contemplated design will be noted and discussed with Village Staff prior to finalizing the design.

Task 7 – Design Utility Coordination

CBBEL will continue the utility coordination we began during the topographic survey process, which included requesting atlases or plans of facilities within the project limits including, but not limited to, AT&T, ComEd, Comcast, and Nicor. Plans will be sent out to each utility company at the 30%, 90%, and 100% submittals. CBBEL will add any new information to the existing conditions plan and transmit improvement plans to the known, potentially impacted private utility companies for verification. Once potential conflicts are identified, CBBEL will coordinate with utility companies to either avoid the conflicts or relocate the utility prior to construction commencement.

Task 8 – 30% Design Engineering Plans

Based on the XP-SWMM modeling, topographic survey, utility information and geotechnical investigation, CBBEL will prepare 30% Design Engineering Plans. This will include the following:

- Technical Memorandum describing proposed project
- Determine storm sewer trunk line alignment
- Confirm design criteria of roadway reconstruction, patch and resurface
- Design of proposed storm sewer horizontal and vertical alignment
- Approximate structure spacing
- Mainline utility conflict identification
- Utility and water main plan and profile sheets
 - Proposed alignment
 - Inlet evaluations
 - Pipe diameter
 - Approximate structure locations and sizes
 - Utility conflict identification
 - Identify water main conflicts
- Preliminary junction chamber design details
- Engineer’s Opinion of Probable Cost

As part of this task, the engineering plans will be independently reviewed by a Construction Engineer from the project team for initial Constructability Review and identification of construction obstacles.

Task 9 – Pre-Final (90%) Engineering, Plans, Specifications and Cost Estimate

We estimate the following drawings will be prepared to complete the Construction Documents:

SHEET NAME	SHEETS	HOURS/ SHEET	HOURS
COVER SHEET WITH INDEX OF SHEETS	1	10	10
GENERAL NOTES	1	10	10
SUMMARY OF QUANTITIES	1	16	16
EARTHWORK SCHEDULE	2	16	32
ALIGNMENT, TIES, BENCHMARKS	3	12	36
TYPICAL SECTIONS	1	16	16
EXISTING CONDITIONS AND REMOVAL PLANS	6	12	72
STORM SEWER PLAN AND PROFILES	11	16	176
OUTFALL STRUCTURE PLAN	1	16	16
OUTFALL STRUCTURE NOTES & DETAILS	3	16	48
MAINTENANCE OF TRAFFIC DETOUR PLANS AND NOTES	4	12	48
SOIL EROSION/SEDIMENT CONTROL PLAN	6	10	60
SOIL EROSION CONTROL NOTES AND DETAILS	3	10	30
LANDSCAPING PLAN	3	12	36
CONSTRUCTION DETAILS	4	10	40
JUNCTION CHAMBER GENERAL PLAN & ELEVATION	3	17	51
JUNCTION CHAMBER GENERAL NOTES	1	12	12
JUNCTION CHAMBER GENERAL DETAILS	1	12	12
CROSS SECTIONS	10	13	130
SPECIFICATIONS			40
ENGINEER'S ESTIMATE			40
TOTAL	65		931

Plans will be submitted to the Village and other agencies to review at the Pre-final (90%) and Bid Document (100%) levels.

Task 10 – Permit Submittals

Task 10.1 – US Army Corps of Engineers Application

CBBEL Environmental Resources Staff will prepare the USACE Permit Application. This information will include the required exhibits, specifications, data and project information. This information will also be compiled and assembled for placement in a permit application package to the Illinois Environmental Protection Agency.

We have included fee in this Task for permit coordination and meeting attendance. We have budgeted for attendance at three meetings.

We have assumed the application will be processed as a Regional Permit. If the application is processed as an Individual Permit, a supplemental proposal will be prepared to cover the cost of the required additional services. All permit fees are not included in this proposal.

Task 10.2 Lake County Watershed Development Permit

Based on preliminary discussions with the Village Staff, a Watershed Development Permit will be requested from the Lake County Stormwater Management Commission (SMC). The

required submittal, including calculations, model results, and exhibits, will be prepared and submitted to SMC for approval. We will use the modeling results developed in XP-SWMM modeling task in support of this submittal. All permit fees are not include in this proposal.

Task 10.3 – SWPPP and NOI Submittal

CBBEL will prepare a Stormwater Pollution Prevention Plan (SWPPP) for the proposed project in accordance with Part IV of the General NPDES Permit No. ILR10. CBBEL will include the soil erosion and sediment control plans (prepared in Task 11) with the SWPPP and submit an electronic copy of the SWPPP to the IEPA. We will prepare and submit a Notice of Intent (NOI) to the IEPA and a project notification submittal to the Illinois Historical Preservation Agency (IHPA). All permit fees are not included in this proposal.

Task 11 – Bid Documents: Final Engineering, Plans, Specifications and Cost Estimate

Based on Village and permitting agencies' review comments, CBBEL will prepare Bid Documents that include final engineering plans, specifications, and a cost estimate for public bidding. An estimate of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications, and estimate to the Village in electronic format.

CBBEL will provide 4 sets of final reproducible drawings and specifications.

Task 12 – Bidding Assistance

During the bidding phase our team will:

- Provide a list of qualified contractors to bid on the improvements.
- Facilitate a pre-bid meeting, site tours, and bid opening.
- Prepare and submit addenda as needed.
- Respond to bid questions during the bidding period.
- Evaluate bids received. Prepare and submit a memorandum to the Village on its review, analysis, conclusions, and recommendation associated with the bids received. The memorandum shall also describe, explain, and summarize any variances between the Engineer's estimate and apparent low bidder's bid breakdown. Check references submitted.

Task 13 – Meetings and Stakeholder Engagement

We will meet with the following stakeholders after the initial kickoff meeting:

- Village Staff
- Neighborhood Meetings
- Lake County SMC
- Village Board

We estimate a total of 6 meetings where we will discuss model refinements, optimization, updates to the concept design, details of the remaining vulnerable structures and provide updated cost estimates. CBBEL will prepare project documentation, exhibits, calculations and presentations to various staff and their boards, as necessary to inform and secure a positive outcome. This task includes meetings and conference calls, as necessary, to update the Village with team progress.

Task 14 – Grant Applications

CBBEL will use the plans, estimates and model results to prepare grant applications as necessary for the project. It is anticipated that grant applications will be prepared for submittal to Lake County SMC.

Task 15 – Administration, QA/QC, and Constructability Review

CBBEL will prepare monthly status reports with our invoices to the Village. CBBEL will perform an internal QA/QC review of the plans, specifications, and cost estimates led by an experienced designer that is not associated with the project's day-to-day plan development. Additional qualified senior quality reviewers will be assigned to review pending deliverables, as needed. The following items will receive a comprehensive evaluation during QA/QC:

- Scoping/Field Check
- Completeness of Submittals
- Design Calculations
- Computer Inputs/Outputs
- Compliance with documented Decisions and Directives
- Pay Items and Quantity Calculations
- Project Records

Plan reviews will also have the goal of optimizing the following parts of the design:

- Project constructability, with an emphasis on avoiding conflicts between existing conditions and the proposed work
- Construction using the proper methods and materials
- Potential alternative solutions that would increase economy or shorten the schedule
- Best workflow that minimizes temporary widening or other temporary construction
- Construction traffic staging that maximizes the public safety while giving the Contractor sufficient working room and safe working conditions
- Plans, specifications, and cost and time estimates that communicate the design as clearly as possible and are free from internal contradictions, correctible drafting errors, or important omissions

Task 16 – Storm Sewer Televising

CBBEL's Subconsultant will clean and televise the existing storm sewers within the project limits and provide a report on the findings. CBBEL will review the storm sewer televising recording report logs provided by the awarded Subconsultant and incorporate the repairs into the pre-final and final engineering submittals.

FEE ESTIMATE

The fee estimate is included on the attached spreadsheet. The water main design and permit fees are not included in this proposal.

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

FEE ESTIMATE

Village of Lincolnshire
 Lincolnshire Drive North Drainage Improvements
 Detailed Cost Breakdown
 Friday, September 25, 2020
 Revised: Tuesday, October 6, 2020

TASK	Engineer	Engineer	Engineer	Engineer	Engineer	ENV	ENV	Survey	Survey	Survey	Survey	Survey	CAD	By Others	BUDGET	
	VI	V	IV	III	I/II	V	III	V	IV	III	II	I	Manager		Hours	Dollars
Task 1 - Topographic Survey								2	6	8	88	88	40		232	\$ 29,978
Task 2 - J.U.L.I.E. Utility Coordination										36					36	\$ 6,192
Task 3 - Geotechnical Investigations														\$ 7,760.00	0	\$ 7,760
Task 4 - Evaluation of Geotechnical Report		2		12											14	\$ 2,240
Task 5 - Wetland Delineation						14	8								22	\$ 4,136
Task 6 - Update XP-SWMM Model and Technical Memorandum	8	4	30	10											52	\$ 9,460
Task 7 - Design Utility Coordination		5		32									6		43	\$ 6,968
Task 8 - 30% Design Engineering Plans	12	48		110	40								50		260	\$ 43,406
Task 9 - Pre-Final (90%) Engineering, Plans, Specifications and Cost Estimates	16	100		200	110								100		526	\$ 86,226
Task 10 - Permit Submittals															0	\$ -
Task 10.1 U.S. Army Corps of Engineers						20	12								32	\$ 5,988
Task 10.2 Lake County Watershed Development Permit	6		20	20		16	4								66	\$ 11,958
Task 10.3 - SWPPP and NOI Submittal				2			22								24	\$ 3,362
Task 11 - Bid Documents: Final Engineering, Plans Specifications & Cost Estimate		35		80	30										145	\$ 23,070
Task 12 - Bidding Assistance		4		12											16	\$ 2,656
Task 13 - Meetings and Stakeholder Engagement	25	25	20	12									10		92	\$ 18,469
Task 14 - Grant Applications	16		32	12											60	\$ 11,280
Task 15 - Administration, QA/QC, and Constructability Review	4	32													36	\$ 7,660
Task 16 - Sewer Televising														\$ 15,000.00	0	\$ 15,000
Total Hours per Classification	87	255	102	502	180	50	46	2	6	44	88	88	206			
Hourly Rate	\$251.00	\$208.00	\$170.00	\$152.00	\$121.00	\$216.00	\$139.00	\$229.00	\$196.00	\$172.00	\$126.00	\$100.00	\$177.00	\$ 22,760.00		
Total Cost Per Job Category	\$21,837	\$53,040	\$17,340	\$76,304	\$21,780	\$10,800	\$6,394	\$458	\$1,176	\$7,568	\$11,088	\$8,800	\$36,462	\$22,760	1,656	\$ 295,807
															Direct Costs	\$2,500.00
															Total Cost	\$298,307.00

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
APRIL, 2020

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

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

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

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

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

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

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

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

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

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

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

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

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

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

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

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

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

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

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

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

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

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

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

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

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

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

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



ITEM SUMMARY

Reviewing Body / Meeting Date:	Regular Village Board Meeting
Subject:	Lincolnshire Drive South Drainage Improvements
Action Requested	Approval of a Professional Service Contract with Ciorba Group Consulting Engineers for Design Engineering Services at a Cost not to Exceed \$465,002.80 (Village of Lincolnshire)
Prepared By:	Walter Dittrich – Assistant Public Works Director / Village Engineer
Staff Recommendation:	Consideration and Approval
Budgeted Amount:	\$630,000.00 (Village-Wide Drainage Study Estimate)
Actual Amount:	\$465,002.80
Level of Service Impact:	N/A
Meeting History:	N/A
Tentative Meeting Schedule:	October 13, 2020 RVB
Reports / Documents Attached:	1) Agreement with Ciorba Group Consulting Engineers 2) Project #3 on Drainage Improvement Projects Map

Request Summary

This request is for the approval of a design engineering contract with Ciorba Group Consulting Engineers to provide design engineering services for the Lincolnshire Drive South Drainage Improvements as identified in the Village-Wide Drainage Study. Staff requests approval of this project at the Regular Village Board Meeting in order to expedite the start of the design process to continue progress on identified drainage projects and to put the Village in a position to make timely submittals for possible grants made available by other agencies.

Project Description

During storm events in excess of the 2-year design storm, roadway flooding begins in the low area at the intersection of Lincolnshire Drive and Wiltshire Drive where there are two storm sewer outfalls to the Des Plaines River. This flooding is due to the lack of conveyance capacity of the existing 12-inch diameter outfalls to the Des Plaines River. As water surface elevations in the Des Plaines River increase, the capacity of the existing storm sewer system decreases which exacerbates flooding on Lincolnshire Drive. Significant flooding occurs several feet deep along the low points of Lincolnshire Drive. Flooding extends across the road and into the private properties making the roadway impassable. Village staff must deploy barricades and pump the floodwater from Lincolnshire Drive often over multiple days when the road becomes inundated. The roadway inundation duration in this area is a function of the Village’s temporary pumping capacity and the water surface elevation in the Des Plaines River. As the water surface elevations in the Des Plaines River exceeds the 10-year elevation, the floodwaters overtop the rear yard berm, and the area is entirely inundated. The Des Plaines River equalizes to its natural floodplain, and pumping must be terminated as to not recirculate floodwaters.

The project will address the following and is currently scheduled for construction in 2024 in the Village’s 10-Year Capital Improvement Program:

- Install a new trunk storm sewer along Lincolnshire Drive south from Wiltshire Drive to Londonderry



- Lane.
- Install storm water pump station on Village owned property west/southwest of Londonderry Lane.
- Install new force main outlet to the Des Plaines River from the pump station to discharge the floodwater.
- Install laterals along Cumberland Drive and Wiltshire Drive.
- Accommodations for private drainage issues will be determined as the project progresses.

Staff received Requests for Qualifications submittals from 15 consulting firms in August of 2020. Ciorba Group Consulting Engineers was the most qualified based on their understanding of the Village's needs and experience with similar projects; notably the design of a storm water lift station in the Village of Wheeling.

Budget Impact

\$260,000 was allocated in the FY 2020 budget to expedite engineering on various projects identified in the Village-Wide Drainage Study. The Village's proposed Fiscal Year 2021 Budget allocates \$250,000 for this work, with another \$150,000 budgeted in the 10-Year Capital Improvement Program for 2022 and \$170,000 budgeted in 2023. Permitting fees are also included in this budget and will be paid for directly by the Village. Funding for this project will be included in the Village's on-going evaluation of a Storm Water Utility Fee. At this time, only funding for 2020 is being authorized to be spent. Approximately \$60,000 of the \$260,000 budgeted for 2020 is anticipated to be spend on surveying, concept engineering, utility conflict identification, preliminary permitting and grant writing assistance. Upon completion of the development of the 2021 budget, authorization to begin work on the remainder of the work will be made dependent on what is actually allocated in the final budget.

Level of Service Impact

Improving drainage capacities in these areas from a 2 year storm event to a 10 year storm event.

Approval Process

October 13, 2020 Regular Village Board meeting and future spending to be discussed during upcoming budget meetings.

Staff Recommendation / Next Steps

Staff recommends approval of the agreement with Ciorba Group Consulting Engineers.

**Agreement for Engineering Services
Village of Lincolnshire
Lincolnshire Drive South Drainage Improvements
Design Engineering Services**

This AGREEMENT, made effective this _____ day of _____, 20____ by and between the _____ ***Village of Lincolnshire*** _____ (hereinafter referred to as the “VILLAGE”), and Ciorba Group, Inc. located at 8725 West Higgins Road, Suite 600 in Chicago, Illinois, a firm of Consultants (hereinafter referred to as “CIORBA”), with regard to providing **design** engineering and other services in connection with the Lincolnshire Drive South Drainage Improvements Project (hereinafter referred to as the “PROJECT”). The PROJECT involves design of storm sewer and water main improvements, a stormwater lift station, and roadway resurfacing.

NOW THEREFORE, the **VILLAGE** and CIORBA, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

Basic Agreements of Ciorba

1. CIORBA, in signing this AGREEMENT, certifies that it is in compliance with the Illinois Statutes relating to professional registration of individuals and to corporate practice for rendering such services. CIORBA further certifies that 362525351 is its correct Federal Taxpayer Identification Number and that it is doing business as a corporation.
2. CIORBA does hereby certify that it is not barred from entering into this contract as a result of a violation of either Sec. 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4 of Chapter 38, Illinois Revised Statutes.
3. CIORBA warrants that it has complied with applicable Federal, State and local laws pertaining to labor, equal employment opportunity and contract procurement and knows of no violations thereof, and such warranty shall survive until time of completion of the project.
4. CIORBA agrees to perform certain enumerated services in connection with the PROJECT hereinafter stated as described in EXHIBIT A—SCOPE OF SERVICES. CIORBA will serve as the VILLAGE’S representative in those phases of the Project to which this Agreement applies and will give consultation and advice to the VILLAGE during the performance of its services.
5. The work shall commence within five (5) days of receiving written authorization to proceed from the VILLAGE. Services shall be completed by December 31, 2021. Time to complete the services excludes from consideration periods of delay caused by circumstances beyond the control of CIORBA and, if applicable, review time by any necessary State and Federal agencies.

6. CIORBA agrees to maintain insurance coverage in the following minimum amounts:

Professional Liability	\$2,000,000 per claim/aggregate
General Liability	\$1,000,000 Each Occurrence - Bodily Injury \$1,000,000 Each Occurrence - Property Damage \$2,000,000 Aggregate
Automotive Liability - including non-ownership and hired car coverage	\$1,000,000 Per Person/Per Occurrence
Employer's Liability	\$500,000 Each
Worker's Compensation	Per Statutory Amount

CIORBA shall file with the VILLAGE a Certificate of Insurance showing complete coverage of all insurance required, signed by the insurance companies or their authorized agents. Each certificate shall provide that the coverage shall not be terminated without 30 days advance written notice to the VILLAGE except for 10 days notice for cancellation due to non-payment. CIORBA shall name the VILLAGE as an additional insured for general liability and automotive liability for limits stated above. ENGINEER shall require all subcontractors and subconsultants to carry insurance in the amounts stated above.

7. As per Exhibit A, CIORBA will attend conferences and will visit the site of the work at any reasonable time when requested to do so by the VILLAGE.
8. All studies, reports, plans, contract documents and estimates to be furnished by CIORBA, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the VILLAGE. It is understood that all such studies, reports, plans, contract documents and estimates shall, before being finally accepted, be subject to the approval of the VILLAGE.
9. All plans and other documents furnished by CIORBA pursuant to this AGREEMENT will be endorsed by CIORBA and show the requisite professional seal where such is required by law.
10. CIORBA shall perform its services consistent with the prevailing practices and customs of like firms performing similar services. CIORBA shall be responsible for the accuracy of its own services and shall promptly make necessary revisions or corrections resulting from its errors or negligent acts without additional compensation for such services. Acceptance of the Work by the VILLAGE will not relieve CIORBA of the responsibility for subsequent corrections of any such errors or omissions or for clarification of any ambiguities.

Basic Agreements of The Village

1. The VILLAGE'S representative for this project shall be the Village Engineer or his authorized designee. CIORBA'S designated representative shall be Tony Wolff. Such representatives shall have authority to act on behalf of their respective principals and render decisions efficiently. Either party may change its designated representative by a writing sent to the other.
2. The VILLAGE will pay CIORBA for the performance of the contract as follows:

- a. On a monthly basis upon receipt of an invoice based on the actual cost of work completed. "Actual Cost" is defined as the direct labor costs associated with the personnel used for the work times a direct labor multiplier of 2.9 to cover profit, overhead, payroll burden and fringe benefits plus direct costs. Direct costs are travel, printing, and other out-of-pocket expenses. Direct costs will be reimbursed to CIORBA at their cost with no additional service charge. If the VILLAGE identifies an item in the invoice which appears to be in error, the VILLAGE may withhold the amount in question but shall pay the balance of the invoiced amount and provide CIORBA with a statement concerning the questioned item. Direct labor costs for employees shall be consistent with the hourly rate ranges shown on the attached EXHIBIT B.
 - b. The upper limit of compensation shall not exceed \$465,002.80 and is detailed in EXHIBIT B.
 - c. The upper limit of compensation may be increased or decreased by subsequent agreement between the contractual and approving parties in writing with signatures by both the VILLAGE and CIORBA if there is a major change in the scope, character or complexity of the work.
3. The VILLAGE agrees to furnish CIORBA with all available plans, utility atlases and survey data useful to the work to be done by CIORBA. CIORBA shall have the right to rely on the accuracy of any information provided by the VILLAGE or VILLAGE consultants. CIORBA shall not be responsible for the acts or omissions of the VILLAGE, other consultants, or any other person or entity performing work on the PROJECT who are not under the direct control or authority of CIORBA.
 4. The VILLAGE agrees that, should the VILLAGE require Extra Work, the VILLAGE will pay CIORBA for such Extra Work on the basis of his actual costs - "actual cost" being defined in paragraph 2.a. of the BASIC AGREEMENTS OF THE VILLAGE. Extra Work is defined as any engineering services required beyond the Scope of Services listed in paragraph 4 of the BASIC AGREEMENTS OF CIORBA. The maximum compensation for Extra Work shall be an amount mutually agreed to by the VILLAGE and CIORBA. Extra Work shall not commence until written authorization is received from the VILLAGE. Notwithstanding the foregoing, should CIORBA receive subpoenas or be subject to court orders arising from the Work, CIORBA shall upon notice to the VILLAGE be compensated for compliance with said subpoenas or orders by the VILLAGE at CIORBA'S then prevailing hourly rates.
 5. That, should the VILLAGE require changes in any of the detailed reports, studies or estimates except for those required pursuant to paragraph 10 of the BASIC AGREEMENTS OF CIORBA, after they have been approved by the VILLAGE, the VILLAGE will pay CIORBA for such changes on the basis of his actual costs - "actual cost" being defined in paragraph 2.a. of the BASIC AGREEMENTS OF THE VILLAGE. The maximum compensation for these changes shall be an amount mutually agreed to by the VILLAGE and CIORBA. It is understood that "changes" as used in this paragraph shall in no way relieve CIORBA of his responsibility to prepare the work completely and adequately to the reasonable satisfaction of the VILLAGE.

General Conditions

1. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless done so in writing with signatures by both the VILLAGE and CIORBA.
2. The VILLAGE and CIORBA each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto. Both the VILLAGE and CIORBA agree that neither shall take any action to assert any claims or lawsuits against an individual officer,

employee, agent, owners of the other. This AGREEMENT shall not be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CIORBA. No third party beneficiaries are created by this AGREEMENT.

3. Copies of tracings, plans, reports, estimates, maps, survey notes, computations, electronic data files and other documents prepared by CIORBA in accordance with this AGREEMENT shall upon request be delivered to the VILLAGE per Exhibit A.
4. That none of the services to be furnished by CIORBA, other than those shown in EXHIBIT A, shall be sublet, assigned, or transferred to any other party or parties without written consent of the VILLAGE. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by CIORBA shall not be construed to relieve CIORBA of the responsibility for the fulfillment of this AGREEMENT.
5. CIORBA assumes no responsibility for the detection or removal of any hazardous substances found at the job site.
6. CIORBA shall have right of access to the project site whenever work is in progress.
7. Any difference between CIORBA and the VILLAGE concerning their interpretation of the provisions of this AGREEMENT shall, before any litigation is commenced, be referred to a mediation committee as a condition precedent to litigation. The committee shall consist of one member appointed by CIORBA, one member appointed by the VILLAGE and a third member appointed by the two other members.
8. This AGREEMENT may be terminated by the VILLAGE upon giving notice in writing to CIORBA at his last known post office address. Upon such termination, CIORBA shall cause to be delivered to the VILLAGE *all* surveys, permits, agreements, reports, drawings, partial and completed estimates and data, if any from soil survey and subsurface investigations with the understanding that all such material becomes the property of the VILLAGE subject to CIORBA retaining all intellectual property rights including common law, statutory, copyright, and other reserved rights in the instruments of service.
9. The VILLAGE agrees that, should the Project or any part thereof be abandoned or terminated at any time after CIORBA has performed any part of the services provided for in this AGREEMENT; and prior to the completion of such services, the VILLAGE shall reimburse CIORBA for his actual costs, incurred up to the time he is notified in writing of such abandonment or termination, actual cost being defined in paragraph 2.a. under "BASIC AGREEMENTS OF THE VILLAGE".
10. The VILLAGE agrees to waive all claims against CIORBA resulting in any way from any unauthorized changes to or reuse of any drawings, reports, documentation and other technical submissions (in any form including electronic media) for any other project by anyone other than CIORBA.

In addition, the VILLAGE agrees, to the fullest extent permitted by law, to indemnify and hold harmless CIORBA, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CIORBA or from any unauthorized reuse of any drawings, reports, documentation and other technical submissions (in any form including electronic media) without the prior written consent of CIORBA.

Under no circumstances shall delivery of any drawings, reports, documentation and other technical submissions (in any form including electronic media) for use by the VILLAGE be deemed a sale by CIORBA, and CIORBA makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall CIORBA be liable for indirect or consequential damages

as a result of the VILLAGE reuse of any drawings, reports, documentation and other technical submissions (in any form including electronic media).
Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party, including any contractors, subcontractors, design professionals, or subsequent users.

10. Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. Ciorba shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and Ciorba shall have no obligations to correct errors or maintain electronic files.

The VILLAGE is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CIORBA and electronic files, the signed or sealed hard-copy construction documents shall govern.

11. This AGREEMENT and the enforcement therefore shall be governed, construed and controlled in all respect by the laws of the state where the Project is located.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the date first above written.

Executed by the:

Village of Lincolnshire of the State of Illinois, acting
by and through its Board of Trustees.

By: _____
Village Mayor

ATTEST: _____
Village Clerk

Name: _____

Name: _____

Date: _____

Date: _____

Ciorba Group, Inc.

By: _____

ATTEST: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Scope of Services

LINCOLNSHIRE DRIVE SOUTH DRAINAGE IMPROVEMENTS DESIGN

1. **Meetings, Coordination, and Data Collection** – Prior to commencing project analyses, Ciorba will meet with the Village to review the understanding and objectives and refine the scope of work. Additional meetings will be held with the Village as needed throughout the design development process to review results, discuss potential concept design modifications, and review project design submittals.

Ciorba will request and review available GIS data from the Village, previous documentation, studies, floodplain data and related flood mitigation projects performed by the Village. Ciorba will obtain available hydrologic and hydraulic (H&H) models from previous studies or developments. Floodplain information will be obtained from FIRM maps, Flood Insurance Study, and directly from FEMA if necessary.

Ciorba will also obtain utility atlases from all private companies and public agencies and will coordinate with them on potential conflicts and how to resolve them.

Ciorba will participate in one public meeting with the local stakeholders.

2. **Topographic and Drainage Survey** - Ciorba will perform a full topographic survey of the project limits, including storm sewer routes and the proposed lift station site. Survey tasks will include setting horizontal and vertical control; topographic survey of the site and adjacent roadway and sidewalks; utility information (including water, sewer, and drainage components); any other items that must be considered for design, including vegetation, signs, buildings, light poles, etc. in the vicinity of the site.

Ciorba will also engage National Power Rodding to televise the existing storm sewers within the project reach.

3. **Wetland Delineation** – Ciorba’s subconsultant, Applied Ecological Services (AES), will perform a wetland delineation at the location of the proposed outfall to the Des Plaines River, as well as the proposed location of the stormwater pump station. This will be required to obtain permits from the U.S. Army Corps of Engineers (USACE) and the Lake County Stormwater Management Commission (LCSMC).

4. **Geotechnical Investigation** – Ciorba’s subconsultant, Soil and Material Consultants, will complete one (1) soil boring at the proposed lift station site and five (5) soil borings along the proposed storm sewer route (approximately 3,000 feet of proposed storm sewer) and prepare a geotechnical report, including pH testing for preparation of LPC-663 by the Village.

5. **Proposed Improvements Analysis and Value Engineering** – Based on the results of the existing conditions analysis, as noted in the Stormwater Management Plan, Ciorba will further analyze the recommended alternative to identify any value engineering opportunities to improve performance of the proposed system and/or reduce cost. Perform additional hydraulic analysis to verify head, flow, and pump horsepower requirements for the pump station. Assess alignment, profiles, and sizing of incoming storm sewer and discharge storm

sewer. Account for private property drainage improvements by providing stubs for connections.

Prepare concept level (30%) design for proposed 12" water main throughout limits of proposed storm sewer improvements on Wiltshire Drive and Lincolnshire Drive South.

6. Preliminary Construction Cost Estimates – Perform preliminary quantity estimates and prepare cost estimates for the proposed plan, including contingencies.

7. Funding Investigation and Management – Ciorba will investigate opportunities to augment the Village's funds with outside sources. Included in this scope of work is preparing an application for Lake County Stormwater Management funding.

8. Plans, Specifications and Estimates – Design documents will be submitted at the Preliminary, Pre-Final, and Final design levels. Design elements for the project under our scope are anticipated to include stormwater lift station system, storm sewer and roadway resurfacing along Lincolnshire Drive South, Wiltshire Drive, and Cumberland Drive, to and from the lift station (including force main exiting the lift station), valves and metering, site work, flow control, civil works, enclosures, controls cabinetry, and other contributory civil, mechanical, and electrical components supportive of the major items of work. Ciorba's subconsultant, Concentric Integration, will assist with controls and SCADA design. Quantities will be prepared for all pay items included in the plans. Construction cost estimates will be prepared using historical unit prices for similar work. Specifications will be based on the IDOT Standard Specifications for Road and Bridge Construction with supporting Special Provisions, and a separate section containing technical specifications for Mechanical, Electrical, and Controls work.

Plans will include the following sheets:

- Cover Sheet with index and key map
- Legend and General Notes
- Existing Condition and Removal Plan
- Erosion Control, Landscaping, and Restoration Plans
- Proposed Lift Station Plan and Details
- Proposed Storm Sewer Plan and Profile (including water main and sanitary adjustments)
- Proposed Roadway Plan and Profile
- Electrical Site Plan and Schedule
- One Line Diagram and Electrical Details
- Miscellaneous Details

9. Permitting - Ciorba will assemble and submit the required permit applications. Permits are expected to be required from the LCSMC and the USACE.

10. Bidding Assistance – Ciorba will assist the Village with advertising the project for bidding, attending a pre-bid meeting, respond to bidders' written questions and issue an addendum (if necessary). Ciorba will review and tabulate the bids and make a recommendation to the Village for the award of the project.

11. **Quality Assurance / Quality Control** – The project will be completed in accordance with the Ciorba QA/QC plan. The QA/QC plan is available upon request.

12. **Deliverables** – Deliverables will be 5 hard copy sets of 11” x 17” plans, specifications, and cost estimates and a digital CD copy.

EXHIBIT B



**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm Ciorba Group, Inc
Client Village of Lincolnshire

Date 10/05/20

County Lake
Job No. Lincolnshire Drive South Drainage Design

ITEM	MANHOURS (A)	PAYROLL (B)	(2.9+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Meetings, Data Collection & Coordination	235	\$ 15,625.22	\$ 45,313.13	\$ 223.10		\$ 45,536.23	9.79%
Topographic Survey	80	\$ 3,240.96	\$ 9,398.78	\$ 390.00		\$ 9,788.78	2.11%
Water Resources	1851	\$ 90,642.94	\$ 262,864.54			\$ 262,864.54	56.53%
Engineering Plans	574	\$ 27,625.47	\$ 80,113.87			\$ 80,113.87	17.23%
Construction Engineering / Phase III Assis.	40	\$ 2,269.18	\$ 6,580.63			\$ 6,580.63	1.42%
QC/QA	56	\$ 4,702.21	\$ 13,636.40			\$ 13,636.40	2.93%
Project Management & Administration	48	\$ 4,030.46	\$ 11,688.35			\$ 11,688.35	2.51%
Applied Ecological Services					\$ 2,500.00	\$ 2,500.00	0.54%
Soil & Material Consultants					\$ 3,394.00	\$ 3,394.00	0.73%
National Power Rodding					\$ 20,400.00	\$ 20,400.00	4.39%
Concentric Integration					\$ 8,500.00	\$ 8,500.00	1.83%
TOTALS	2884	\$ 148,136.45	\$ 429,595.70	\$ 613.10	\$ 34,794.00	\$ 465,002.80	100.00%

STAFF HOURS
Village of Lincolnshire
Lincolnshire Drive South Drainage Design

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Task Sub-Task	Activity	Grand Total	Project Manager	Lead Structural Engineer	Project Engineer	Lead Roadway Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician
1. Meetings, Data Collection & Coordination		Task Total:	235	54	12	109	14	12	26	8	
010	Meetings	Subtotal:	144	30	12	66	12	12			
	Meetings with Village - 4		24	8		16					
	Meetings with Other Agency (LCSCMC)		8	4		4					
	Meetings with Project Team		72	12	12	24	12	12			
	Meetings with Suppliers		10			10					
	Prepare Agenda/Exhibits for Meetings (mtgs x 3 hrs/mtg)		30	6		12		12			
011	Coordination	Subtotal:	79	24		39			8	8	
	Coordination with Village		24	12		12					
	Coordination with Project Team		24	12		12					
	Coordination with Utilities		16					8	8		
	Coordination with Suppliers		15			15					
012	Data Collection	Subtotal:	12			4	2		6		
	Field Checks		12			4	2		6		
2. Topographic Survey		Task Total:	80			2				56	22
020	Field Survey	Subtotal:	68			2				50	16
	Project Setup		4			2				2	
	Horizontal Topography		48							40	8
	Drainage Inventory		16							8	8
021	Process Survey Information	Subtotal:	12							6	6
	Down Loading Total Station		6							6	
	Drafting Existing Conditions		6								6
3. Water Resources		Task Total:	1851	40	38	472		276	589	436	
030	Hydrologic & Hydraulic Analysis	Subtotal:	328	8		96		24	160	40	
	Hydraulic Modeling		112			32			80		
	Alternatives Analysis		80	8		32			40		
	Floodplain Compensatory Storage Analysis		64			24			40		
	Evaluate Existing Drainage System (including reviewing storm sewer televising)		72			8		24		40	
031	Stormwater Facility Design	Subtotal:	452			80		148	56	168	
	Inlet Spacing		40			8		32			
	Storm Sewer		56			16		40			

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Task Sub-Task	Activity	Grand Total	Project Manager	Lead Structural Engineer	Project Engineer	Lead Roadway Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician
	Water Main & Sanitary Sewer Adjustments	80			24			56			
	Drainage Plan & Profile Sheets	144			24		40		80		
	Drainage Details	12					4		8		
	Erosion Control & Landscaping Plans	80					24		56		
	Compensatory Storage Design	40			8		8		24		
032 Water Main System	Subtotal:	68			24		44				
	Water Main Concept Design	20			8			12			
	Water Main Concept Sheets	48			16			32			
033 Stormwater Lift Station	Subtotal:	705		38	210		301	156			
	Lift Station Hydraulic Modeling	60			20			40			
	Lift Station Civil Works Design Sheets	273			54			125	94		
	Lift Station Mechanical Design Sheets	84			40			44			
	Lift Station Electrical Design Sheets	74			54			20			
	Lift Station Details	14			4			10			
	Lift Station Structural Works Design Sheets	200		38	38			62	62		
034 Reports / Location Drainage Studies	Subtotal:	86	8		38		12	28			
	Drainage Tech Memo	40	4		16		8	12			
	SWPPP Reports (x submittals)	12					4	8			
	Lift Station Preliminary Evaluation Summary Memo	34	4		22			8			
035 Permitting and Funding Applications	Subtotal:	212	24		24		92		72		
	Funding Application to LCSMC	68	8		24		20		16		
	Permit - LCSMC	64	8				32		24		
	Permit - USACE	64	8				32		24		
	Permit - NPDES	16					8		8		
4. Engineering Plans	Task Total:	574	18	2	104	76	42	136	180	16	
055 Contract Plans	Subtotal:	92	2	2	10	10	12	8	32	16	
	Title Sheet	6			2				4		
	Typical Sections	12				2		2	8		
	Alignment, Ties and Benchmarks	20				2		2		16	
	General Notes	8					4		4		
	Summary of Quantities	18				2	4	4	8		
	Plan Assembly - 3 Submittals	12					4		8		
	Disposition of Comments - 2 Submittals	16	2	2	8	4					
056 Roadway Plans	Subtotal:	268			10	34	16	92	116		
	Schedule of Quantities	28			2	2	4	8	12		
	Maintenance of Traffic	40				8		32			
	Proposed Plan and Profile Sheets (1"=20')	120				16		40	64		
	Removal Sheet/Existing Conditions (1"=20')	80			8	8	12	12	40		

STAFF HOURS
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Task Sub-Task	Activity	Grand Total	Project Manager	Lead Structural Engineer	Project Engineer	Lead Roadway Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Technician
057	Pavement Analysis & Design	Subtotal: 4				4					
	Geotechnical Coordination and Reviews	4				4					
058	Quantity Calculations	Subtotal: 48			8	6	6	4	24		
	Quantities (Removals)	12				2	2		8		
	Quantities (Proposed Plan)	12				4			8		
	Quantities (Lift Station)	12			8			4			
	Quantities (Water Resources)	12					4		8		
059	Specifications & Estimates	Subtotal: 162	16		76	22	8	32	8		
	Specifications (Roadway & General)	20	4			16					
	Specifications (Lift Station)	62			38			24			
	Specifications (Water Resources)	20	4		16						
	Estimate of Time (Pre-final & Final)	4			2	2					
	Estimate of Cost (Pre-final & Final)	12	4		4	4					
	Value Engineering	44	4		16		8	8	8		
5.	Construction Engineering / Phase III Assis.	Task Total: 40	4		12	8		16			
087	Construction Assistance	Subtotal: 40	4		12	8		16			
	Assistance During Bidding	40	4		12	8		16			
6.	QC/QA	Task Total: 56	56								
090	QC/QA	Subtotal: 56	56								
	Roadway	12	12								
	Structural	4	4								
	Water Resources	40	40								
7.	Project Management & Administration	Task Total: 48	48								
100	Project Management & Administration	Subtotal: 48	48								
	Project Administration	24	24								
	Project Management	24	24								



FIRM NAME	<u>Ciorba Group, Inc.</u>	DATE	<u>10/05/20</u>
PRIME/SUPPLEMENT	<u>Prime</u>		
Client	<u>Village of Lincolnshire</u>		

ESCALATION FACTOR **2.40%**

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Project Manager	\$82.00	\$83.97
Lead Structural Engineer	\$76.00	\$77.82
Project Engineer	\$66.00	\$67.58
Lead Roadway Engineer	\$60.00	\$61.44
Senior Engineer	\$52.00	\$53.25
Engineer II	\$38.50	\$39.42
Engineer I	\$32.50	\$33.28
Senior Technician	\$41.00	\$41.98
Technician	\$33.50	\$34.30

IN-HOUSE DIRECT COSTS
Village of Lincolnshire
Lincolnshire Drive South Drainage Design
PHASE II

Meetings, Data Collection & Coordination

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (mileage)	mile	\$ 0.575	388	\$ 223.10
Total: \$				<u>223.10</u>

Topographic Survey

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (day)	day	\$ 65.00	6	\$ 390.00
Total: \$				<u>390.00</u>



ITEM SUMMARY

Reviewing Body / Meeting Date:	Regular Village Board Meeting
Subject:	Windsor Drive Area Drainage Improvements
Action Requested	Approval of a Professional Service Contract with H.R. Green for Design Engineering Services at a Cost not to Exceed \$310,940.13 (Village of Lincolnshire)
Prepared By:	Walter Dittrich – Assistant Public Works Director / Village Engineer
Staff Recommendation:	Consideration and Approval
Budgeted Amount:	\$300,000.00 (Village-Wide Drainage Study Estimate)
Actual Amount:	\$310,940.13
Level of Service Impact:	N/A
Meeting History:	N/A
Tentative Meeting Schedule:	October 13, 2020 RVB
Reports / Documents Attached:	1) Agreement with H.R. Green 2) Project #1 on Drainage Improvement Projects Map

Request Summary

This request is for approval of a design engineering contract with H.R. Green to provide design engineering services for the Windsor Drive Area Drainage Improvements as identified in the Village-Wide Drainage Study. Staff requests approval of this project at the Regular Village Board Meeting in order to expedite the start of the design process to continue progress on identified drainage projects and to put the Village in a position to make timely submittals for possible grants made available by other agencies.

Project Description

During storm events in excess of the 2 -year design storm, as the detention basins in the Tri-State Business Park along Westminster fill up and roadway flooding begins along Windsor Drive and also impacts areas in and around Balzer Park including the Canterbury Drive, Angelica Drive, Brunswick Lane, and the park itself.

The project will address the following and is currently scheduled for construction in 2022 in the Village’s 10-Year Capital Improvement Program:

- Install a parallel trunk storm sewer along Windsor Drive from Balzer Park to Canterbury Road.
- Install parallel laterals along Canterbury Road both north and south directions north to Regent Lane, as well as continuing north to the Woodcreek Drive system of cascading detention basins.

South extending past Anglican Lane and Bristol Court to accommodate off-site tributary area from the south.

- Install parallel lateral along Anglican Lane west to Brunswick Lane.
- Install parallel lateral south extending beyond Dukes Lane to the cul-de-sac at the south limit of Brunswick Lane.
- Install parallel outfall through Balzer Park to the West Fork North Branch.
- Install laterals in Balzer Park to improve drainage in low areas.
- Accommodations for private drainage issues will be determined as the project progresses.



Staff received Requests for Qualifications submittals from 15 consulting firms in August of 2020. H.R. Green was the most qualified based on their understanding of the Village's needs and experience with similar projects.

Budget Impact

\$260,000 was allocated in the FY 2020 budget to expedite engineering on various projects identified in the Village-Wide Drainage Study. The Village's proposed Fiscal Year 2021 Budget allocates \$270,000 for this work. Permitting fees are also included in this budget and will be paid for directly by the Village. Funding for this project will be included in the Village's on-going evaluation of a Storm Water Utility Fee. At this time, only funding for 2020 is being authorized to be spent. Approximately \$47,000 of the \$260,000 budgeted for 2020 is anticipated to be spend on surveying, concept engineering, utility conflict identification, preliminary permitting and grant writing assistance. Upon completion of the development of the 2021 budget, authorization to begin work on the remainder of the work will be made dependent on what is actually allocated in the final budget.

Level of Service Impact

Improving drainage capacities in these areas from a 2 year storm event to a 10 year storm event.

Approval Process

October 13, 2020 Regular Village Board meeting and future spending to be discussed during upcoming budget meetings.

Staff Recommendation / Next Steps

Staff recommends approval of the agreement with H.R. Green.



Reviewing Body:	Regular Village Board
Meeting Date:	October 13, 2020
Subject:	Village Hall Brick Repairs
Action Requested:	Approval of a Supplement to an Existing Contract with G. Fischer Commercial Construction to Increase the Total Contract Amount up to a Cost not to Exceed \$180,122.21 for Brick Repairs at Village Hall (Village of Lincolnshire)
Prepared By:	Marc Facchini – Public Works Management Analyst
Staff Recommendation:	Consideration and approval
Budgeted Amount:	\$95,000 (Approved Contract \$159,000 – July 27, 2020)
Actual Amount:	\$180,122.21
Level of Service Impact:	N/A
Meeting History:	December 9, 2019 – Regular Village Board March 9, 2020 – Regular Village Board July 27, 2020 – Regular Village Board
Tentative Meeting Schedule:	October 13, 2020 – Regular Village Board
Reports and Documents Attached:	N/A

Background

On July 17, the Village Board approved a contract worth \$159,000 with G. Fischer Commercial Construction to complete brick repairs and replacements at Village Hall. On August 10, crews mobilized to the facility to begin working on the project and have been working on-site consistently for the last 8 weeks.

After a month of work, the contractors found interior and exterior deficiencies in the masonry requiring more repair and restoration work than provided in the original approved contract. As a result of this discovery, on September 10, the Village received a change order in the amount of \$14,638.16 for an additional 46 square feet of brick replacement, cinder block masonry replacements within the walls, and stone cap replacements located on the south side retaining wall near the employee parking lot. The interior masonry, exterior masonry, and the stone caps were failing, crumbling, and required replacements. Village Manager Burke authorized the change order, as the order was within purchasing authority, bringing the total contract cost to \$173,638.16.

On October 2, the contractor notified staff of similar interior masonry and exterior masonry deficiencies located on the northern facing elevation by the Police Department. Exterior bricks and interior cinder blocks were crumbling and required replacements. With the additional work proposed, the contract amount will be \$180,122.21. The proposed \$6,484.05 change order for interior and exterior masonry replacements are required to complete the project as the stone caps cannot be supported by the walls in their existing condition.

Following receipt of the proposed change order, staff consulted with Kluber Architects and Engineering; the Village’s facility consultant who assisted in preparation of bid and contract documents. Kluber



Architecture and Engineering staff explained although the work is costly, it is necessary to mitigate brick and wall failure in the future, and the potential of more change orders to complete the project are unlikely. Remaining work to take place, following this change order, is located on the eastern and western elevation of the building and only calls for a few brick replacements and tuck pointing. There will be no additional stone cap removals in the work remaining, which has been the primary contributor to the additional work needed as part of this project.

Project Description

Various areas where bricks were already removed and replaced were identified to have damages and deteriorating cinder blocks on the northern elevation of the building near the Police Department. The conditions were deteriorating and failing with the removal of the bricks. To complete the project, contractors must repair the cinder block masonry within the walls to be able to fully support the replaced bricks.

Budget Impact

\$95,000 was originally budgeted for this work that was awarded at \$159,000. Village Manager Burke authorized change orders to increase the contract to \$173,638.16. The second change order will take the total contract cost to \$180,122.21; an increase of \$6,484.05. While the total project costs are significantly over the budgeted amount, deferment of various capital projects in Fiscal Year 2020 (flooring replacement and building security work) will not exceed the total budget in the General Capital Fund for buildings and facilities.

Level of Service Impact

Cinder block damage caused by water from voids in the brickwork will be repaired, preventing further deterioration and damage to the structure.

Approval Process

Approval at the October 13, 2020, Regular Village Board Meeting.

Staff Recommendation/Next Steps

Staff recommends approval of a supplement to the previously approved contract with G. Fischer Construction to make necessary repairs to the cinder blocks and complete the Village Hall Masonry Project for a cost not to exceed \$180,122.21.