

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
5:30 P.M., FEBRUARY 5, 2013**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes** – January 15, 2013 Committee of the Whole Meeting
- IV) Regular Business**
 - 1) Discussion Concerning the Proposed Information Technology Strategic Plan (5:30 – 6:00 p.m.)
 - 2) Status Report Concerning the Proposed Devon/Lincoln Tax Increment Financing District (6:00 – 6:45 p.m.)
 - 3) Discussion Concerning the Use of Village Hall for a Candidates Forum (6:45 – 7:30 p.m.)
- V) Adjournment**

DATE POSTED: February 1, 2013

DRAFT

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
JANUARY 15, 2013**

Call to Order

President Pro-Tem Elster called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 5:30PM, Tuesday, January 15, 2013 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

On roll call by Village Clerk Beryl Herman the following were:

PRESENT: President Pro-Tem Elster, Trustees Leftakes, Heidtke, Swanson, Patel, Sprogis-Marohn (6:50 P.M.)
President Turry (Present from Mexico via Face Time)

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Charles Greenstein, Village Treasurer; Timothy Clarke, Director of Community Development; Aaron Cook, Development Manager, Community Development; Robert Merkel, Finance Director; Janice Hincapie, Director of Parks and Recreation; Manuel Castaneda, Public Works Director; Ashley Engelmann, Assistant to the Public Works Director; Melissa Steirer, Management Analyst; Hart Passman, Village Attorney; Reese Gratch, Parks and Recreation Board Chairperson; Jan Springer, Superintendent of Recreation; Katie Smith, Community Center Program Supervisor; Donald Gelfund, Traffic Commission Chairperson

Approval of Minutes

The minutes of the December 18, 2012 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Leftakes moved to approve the minutes as presented. Trustee Heidtke seconded the motion. The motion passed via a voice vote.

1. Discussion Concerning the Request for Proposals Process for Tennis Providers

This item was presented by Mr. Wiberg who provided background information and Ms. Springer who provided the overview and further information using PowerPoint.

The current provider of this service is Midwest Tennis. President Pro-Tem Elster requested that this item be placed on the agenda.

Overview of Tennis Program

- *Contractual program offering year-round group and private lessons
- *Tennis instruction offered indoors (youth only) and outdoors (youth and adult)
- *Lessons offered for three general recreation day camps

Contributing Factors Resulting in RFP Process

- *Administrative challenges working with Midwest Tennis Programs, LLC
- *Excessive staff time required to manage contractual program
- *Lack of indoor court space for tennis instruction
- *No access to School District 219 facilities

DRAFT

Lack of Indoor Space

- *No access to School District 219
- *No indoor court space
- *Limited indoor space

Developing the RFP Process

- *Consulted with School District 219 Administration and Athletic Staff
- *Consulted with other parks and recreation agencies
- *Researched RFP processes used by other communities

The interview format and scoring matrix were presented

RFP Timeline

- **RFP Released* – November 26, 2012
- **Deadline for Questions* – December 7, 2012 (incorrect date was originally presented December 7 is deadline extension)
- **Issuance of Response to Questions* – December 7, 2012
- **RFP Due Date* – December 14, 2012 @5PM CST
- **Independent Contractor Interviews* – December 20/21, 2012
- **Independent Contractor Reference Checks* – Completed by January 14, 2013
- **Recommendation to Village Manager* – February 1, 2013

All information was presented to the Park Board and the Board recommendation was to go ahead with RFP process.

Frank Sachs, of Midwest Tennis Programs addressed the Board and provided written information in defense of eliminating the RFP process.

Discussion ensued with clarification by Mr. Wiberg and Mr. Passman.

President Turry spoke via Face Time in support of Mr. Sachs and the services provided by Midwest Tennis.

Mr. Wiberg again clarified the situation and read a letter regarding Midwest Tennis, sent by Superintendent Gatta of School District 219.

Resident George Partalis of 6743 Central Park and former Lincolnwood resident Alan Perl spoke in support of Mr. Sachs and the program.

The Board consensus was to move forward with the RFP process.

2. Discussion Concerning a Potential Sidewalk Installation Policy

This item was presented by Mrs. Engelmann and Mr. Gelfund with use of a PowerPoint presentation.

Background

- *November 29, 2012 Traffic Commission Meeting – Request for speed humps on the 6800 and 6900 blocks of Kolmar – No sidewalks on either side of the street – The petitioner would actually prefer sidewalks instead of speed humps – Main issue on the street is speed and the concern for pedestrians

DRAFT

Current Sidewalk Program

*No current program to install new sidewalk

*Annual sidewalk replacement program

- Approximately 17,000 square feet of sidewalk are replaced annually

*During Fiscal Year 2012/2013 approximately \$75,000 was spent out of the general fund and \$15,000 from the TIF fund

Current Sidewalk Status within the Village

*Approximately 330,247 linear feet of existing sidewalk

*Existing sidewalk is 3', 5' or 7' wide

*ADA Law requires minimum of 3' wide

*Approximately 46,166 linear feet of sidewalk gaps

A map indicating the locations of sidewalk gaps throughout the Village was presented

Neighboring Community sidewalk programs were surveyed by staff and presented. Included were Niles, Wilmette, Park Ridge, Evanston, Morton Grove, Glenview, Skokie, Northbrook, Downers Grove and Des Plaines.

New Sidewalk Considerations

*Available ROW

- Limited space
- Mature trees, Utilities, Drainage –
 - +Removal or root trimming
 - +Meandering sidewalk
 - +Carriage walk

*Resident Input

- Maintenance
- Invites pedestrians to walk on their property
- Location on front yard

*Funding

- No current revenue source to fund new sidewalk

DRAFT

Estimated Cost to Complete Sidewalk Gaps

*\$6.00/square foot (current concrete cost)

- Existing utilities, engineering fees, trees and/or drainage and slope issues

*Taking into consideration additional potential pay items, ranges from \$30-\$40/square foot

*Cost estimate to install all of the sidewalks with gaps in them is \$6,924,900 (\$30/square foot)

6800 and 6900 Blocks of Kolmar

*Linear feet of sidewalk needed is 2,373.52

*\$356,028 (\$30/square foot)

*Village Arborist reviewed the area

* New 5' Wide Sidewalk

- Approximately 24 public trees would need to be removed
+Mature Elm and Maple, 24-30 inch diameter range
- Approximately 24 trees on private property would need to be removed also

*Carriage walk

- The same 24 public trees would need to be removed

*Speed and Volume Survey on Kolmar between Morse and Lunt indicated that 50% of vehicles were traveling between 21 and 26 MPH or lower, the average speed was 20 MPH. The Speed and Volume Survey on Kolmar between Pratt and Morse indicated similar results. Cars exceeding the speed limits were between 18% and 22.5%.

- No vehicle accident history reported within the last three years
- No pedestrian accident history reported within the last three years

A history of new sidewalks was presented.

In the 1990's all residential streets were resurfaced. Blocks were surveyed regarding adding sidewalks. The 6800 and 6900 blocks of Kolmar did not want a sidewalk installed at that time

Options to Consider

- Option A – Status quo, continue to budget for the Village's annual replacement program
- Option B – Develop a Village-wide priority area new sidewalk program and implement a building permit fee to create a fund to build sidewalks
- Option C – Survey the residents of the 6800 and 6900 blocks of Kolmar and if majority of the residents want a sidewalk it will be put into our CUP for when funds become available. In addition, begin a sidewalk petition policy for blocks that want sidewalks in the future.

DRAFT

Staff is seeking direction regarding the Traffic Commission's recommendation:

"Table the request for speed humps and have staff review the area to determine if a sidewalk should be installed to improve pedestrian safety and to separate vehicular and pedestrian traffic"

Consensus was not to budget for this item at this time. In the future when resurfacing is done, a survey of residents could be conducted.

3. Discussion Concerning the Keystone Avenue Right-of-Way

This item was presented by Mr. Wiberg using PowerPoint.

Mr. Wiberg presented background information regarding this item. He reminded attendees that this is an informational meeting and no Board action will take place.

Kathy O'Brien addressed the Board. Mrs. O'Brien spoke representing AirRoom regarding the current plans for AirRoom parking.

The following addressed the Board in opposition to the AirRoom plans:

- Resident Georgia Talaganis - 3955 W. Lunt
- Resident Joe Noferi - 6924 Keystone
- Resident Dr. Mihretcab Gebrehiwet – 6826 Keystone
- Resident Angie Kotsinonos – 6905 Karlov
- Chris Martel – 3761 Albion
- Library Employee Julie Ann Nitz Weiss
- Resident Spas Dramaliev – 4065 Morse

Discussion ensued with clarification by Mr. Wiberg.

Board consensus was not in favor of closing off Keystone, but more discussion was suggested. Mrs. O'Brien will be contacted.

Adjournment

At 7:40 P.M. Trustee Swanson moved to adjourn Committee of the Whole, Trustee Heidtke seconded the motion. The motion was approved via voice vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: February 1, 2013

SUBJECT: **February 5 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **5:30 p.m.** on Tuesday evening. Dinner will be available beginning at 4:45 p.m. in the Village Hall Board Conference Room. Please find below a summary of the items on the COTW agenda:

1) **Discussion Concerning the Proposed Information Technology Plan (5:30 – 6:00 p.m.)**

The Village has consistently funded information technology (IT) projects that allow Village staff to perform tasks more efficiently and to improve the means by which the Village communicates to the public. To maintain careful management of these projects, the Village works with our IT consultants, ClientFirst, to develop an IT Strategic Plan which summarizes all current IT projects as well as those planned for the next five years. The proposed plan is [attached](#). On Tuesday evening staff will summarize the key projects scheduled to be completed this year and discuss the major initiatives planned for next year.

2) **Status Report Concerning the Proposed Devon/Lincoln Tax Increment Financing District (6:00 – 6:45 p.m.)**

Based on a recommendation of the Economic Development Commission, the Village Board directed staff to move forward with the required steps to implement a Tax Increment Financing (TIF) District in the immediate area surrounding the Devon/Lincoln intersection. The Village hosted the first required Joint Review Board (JRB) meeting on January 15. At this meeting, the representatives from School Districts 219 and 74 requested Village staff to meet with them to further discuss the proposed district. Based on these meetings, the school districts have raised questions concerning the proposed district. [Attached](#) is a memorandum from the Community Development Director summarizing the actions to date concerning establishing this proposed TIF District.

3) **Discussion Concerning the Use of Village Hall for a Candidates Forum (6:45 – 7:30 p.m.)**

Village staff has received inquiries from the community concerning the possibility of utilizing the Village Hall Council Chambers to host forums for candidates of elective office for Village Board and School District 74 Board. The Village Attorney has recommended against the use of Village Hall for this purpose due to his concern that these political forums may violate the State's Prohibited Political Activities Act. On Tuesday evening, the Village Attorney will summarize the rationale for his recommendation, as well as discuss information he is gathering from the Illinois Attorney General's Office relative to this issue.

If you should have any questions concerning these matters, please feel free to contact me.



MEMORANDUM

TO: Timothy C. Wiberg, Village Manager

FROM: Douglas J. Petroschius, Assistant Village Manager

DATE: January 29, 2013

SUBJECT: Strategic Master Technology Plan 2013-14

Since 2007 the Village has adopted a Strategic Master Technology Plan on annual basis. The purpose of the Plan is to identify methods to incorporate emerging technologies in Village operations in order to provide services to its residents in the most efficient means possible. It also serves as a multi-year plan identifying Information Technology (IT) projects to be funded during the planning period. This plan creates and provides for a strategic and collaborative approach to IT services.

The Plan identifies each proposed project, the year in which the project will be initiated, and the amount estimated to be expended on the project each year. Village Board approval of the Plan does not provide unilateral approval of all expenses. Procurement of IT products and services is performed following the Village's annual budget process.

IT Committee

The purpose of the IT Committee is to advise the Village on professional planning, implementation, evaluation of IT projects and services and to update the Village's IT Strategic Plan on an annual basis. Additionally, the committee drafts and recommends an IT budget to the Village Manager. The IT Committee is chaired by the Assistant Village Manager and consists of representatives from each department.

ClientFirst

The ClientFirst Consulting Group has been assisting local governments with innovative technology for many years. Their risk-averse technology planning and services have gained the confidence of many agencies, resulting in long-term business relationships. Their focus is on government technology, business management, and practical applications. ClientFirst has been the principal IT Consultant for the Village since 2004.

Proposed Strategic Master Technology Plan 2013-14 (IT Plan)

The first IT Plan was presented at a Committee of the Whole meeting and then adopted by the Village Board in 2007. Subsequent IT Plans were adopted annually by Resolution coinciding with the adoption of the Village budget for the coming year. Staff and Tom Jakobsen of ClientFirst will be present at the February 5, 2013 Committee of the Whole meeting to present the proposed Strategic Master Technology Plan for 2013-14.

Please contact if you have any questions.

Attachment: Proposed Strategic Master Technology Plan 2013-14



STRATEGIC MASTER TECHNOLOGY PLAN

2013-14 Fiscal Year

JANUARY 28, 2013

Prepared By

The Information Technology Committee and

CLIENT**FIRST**
CONSULTING GROUP

“Uncompromising Client Service Begins Here”

TABLE OF CONTENTS

Introduction..... 3

Purpose..... 3

IT Committee 3

ClientFirst..... 3

Document Management 4

Expand Citizen Communication Using the Internet..... 6

Expand Audio/Visual Capabilities 10

GIS Integration 14

Mobile Worker Connectivity 17

Cloud Based Computing 20

Maximize Efficiencies Gained through Application Software 22

Increase Productivity through the Use of Technology 25

Utilize Technology for Public Safety..... 27

Disaster Recovery Preparedness 34

IT Security 36

IT Infrastructure Improvements..... 39

Strategic Master Technology Plan Summary Cost Table..... 42

INTRODUCTION

The Information Technology (IT) Strategic Plan is a multi-year plan identifying IT projects to be funded during the planning period. It identifies each proposed project, the year in which the project will be initiated, and the amount expected to be expended on the project each year. The document is a planning tool that fosters a strategic and collaborative approach for IT decision making.

PURPOSE

The purpose of the Information Technology (IT) Strategic Plan is to identify methods to incorporate emerging technologies in the Village operations in order to provide services to our residents in the most efficient means possible.

IT COMMITTEE

The purpose of the IT Committee is to advise the Village on professional planning, implementation, evaluation of IT projects and services and to update the Village's IT Strategic Plan on an annual basis. Additionally, the committee drafts and recommends an IT budget to the Village Manager. The IT Committee is chaired by the Assistant Village Manager and consists of representatives from each department.

CLIENTFIRST

The ClientFirst Consulting Group has been assisting local governments with innovative technology for many years. Their risk-averse technology planning and services have gained the confidence of many agencies, resulting in long-term business relationships. Their focus is on government technology, business management, and practical applications. ClientFirst has been the principal IT Consultant for the Village since 2004.

DOCUMENT MANAGEMENT

Strategy

Create the capability to electronically store and manage all important documents and blueprints within the Village. The strategy includes scanning capability, indexing, key word searches and, over time, integration of electronic documents with other systems. The results of implementing this strategy will include reduced time to retrieve Freedom of Information Act requests, improved access to information related to documents, the ability for public safety officers to electronically access building plans and other key documents and reduced requirements for paper storage space.

Initiative #1

- Integrate Geographical Information Systems (GIS) and documents online

Benefits

- Integrates GIS data and documentation related to parcels for rapid retrieval and improved research ability

Budget Considerations

- Consulting \$2,000
- Hardware/software \$14,200

Timeline

- 2014/2015 budget year

Initiative #2

- Implement work flow for review and signature of letters and memos
 - Replace existing process with an online process

Benefits

- Automates and existing manual process, improving timeliness, saving paper, storage space and energy.

Budget Considerations

- Hardware/software \$5,500 (Laserfiche upgrade)
- Consulting \$4,600

Timeline

- Complete 2014/2015 budget year

Strategy	Initiative	Efficiencies Gained	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	Total
Document Management	Integrate GIS and Document Management	100 Hours Saved per Year			\$16,200			\$16,200
	Implement Work Flow for Review and Signature of Letters and Memos	TBD			\$10,100			\$10,100
Totals					\$26,300			\$26,300

EXPAND CITIZEN COMMUNICATION USING THE INTERNET

Strategy

Utilize the Village the Internet as a communication method that is available to citizens at all times. Continue to increase website capabilities to include functions that currently may require face-to-face interaction with the Village and, therefore, have limited availability to citizens. This includes event enrollment and payment of fees, licenses, and fines. In addition, enhance information and video access to citizens through the website and provide mechanisms for tracking and managing development projects that require frequent interfaces with Community Development and regulatory oversight.

Initiative #1

- Annual program for Pool Pass Signup for non-residents

Benefits

- Generally viewed as a fair and equitable way to distribute non-resident pool passes. Program is paid for by the participants.

Budget Considerations

Annual program maintenance and report enhancements

- Hardware \$5,000
- Consulting \$2,500

Timeline

- Annual cost of pool pass signup operation

Initiative #2

- Redesign Village website

Benefits

- Improved navigation and revised template will expand news and social media offerings

Budget Considerations

- Consulting \$10,000

Timeline

- 2012/2013 Budget Year

Initiative #3

- Fillable forms for temporary employment applications and volunteer signups

Benefits

- Reduces paper and increases accuracy of applications

Budget Considerations

- Consulting \$1,000

Timeline

- 2013/2014 Budget Year

Initiative #4

- Add additional payment options to website
 - Vehicle Stickers
 - Ambulance fees
 - Business licenses
 - Police fines
 - Other fees
- Phase 2 (Phase 1 is complete)
 - Review potential opportunities to utilize Springbrook 7 (".net") for online payments
 - Depends on Springbrook V7
- Phase 3
 - Implement additional online services
 - Vehicle stickers
 - Business licenses
- Phase 4
 - TBD

Benefits

- Additional payment alternatives increase ease of compliance with Village rules and regulations.

Budget Considerations

- Phase 2
 - Consulting \$2,500
- Phase 3
 - Consulting \$2,500
- Phase 4
 - Consulting \$2,500

Timeline

- Phase 2 (Process Review)
 - 2013/2014 budget year
- Phase 3
 - 2014/2015 budget year
- Phase 4
 - 2015/2016 budget year

Initiative #5

- Online streaming of Cable Channel Broadcast 24 hours per day, seven days per week

Benefits

- Enhanced citizen communications and transparency to residents that do not have access to Comcast or U-Verse

Budget Considerations

- Hardware/software \$4,160
- Subscription Cost \$2,340

Timeline

- 2013-2014 Budget Year

Initiative #6

- Developer Permits and Project Walkthrough on website
 - Developer fees and permits
 - Electronic plan submittals
 - Step by step project walkthrough
 - Depends on Springbrook V7

Benefits

- Will assist in making Lincolnwood more developer friendly by developers to do business with the Village anytime during the week
 - Reduce staff time due to developer online payments

Budget Considerations

- Phase 2 (Phase 1 is complete)
 - Evaluate Springbrook version 7 to determine functionality for online permitting meets Village needs
 - Consulting \$2,500
- Phase 3
 - Permitting
 - Negotiations with Springbrook
 - Purchase software \$25,000 to \$50,000
 - Consulting \$10,000 to \$15,000
 - Hardware/software None – assumes Internet server
- Phase 4
 - Project Walkthrough capabilities
 - Purchase software \$25,000 to \$50,000
 - Consulting \$5,000 to \$10,000
 - Hardware/software None – assumes Internet server

Timeline

- Dependent on overall system assessment findings
- Phase 2 (Springbrook Evaluation)
 - 2014/2015 Budget Year
- Phase 3 (Online Permitting)
 - TBD

Strategy	Initiative	Efficiencies Gained	2012/ 2013	2013/ 2014	2014/ 2015	2015/ 2016	2016/ 2017	Total
Expand Citizen Communications	Pool Pass Signup - Non-Residents	40 Hours Saved per year	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$37,500
	Redesign Website	Potential to save \$20K	\$10,000					\$10,000
	Fillable Forms	200 Hours Saved per Year		\$1,000				\$1,000
	Expand online payment options	130 Hours Saved per Year		\$2,500	\$2,500	\$2,500		\$7,500
	24/7 Online Streaming of Cable Channel Broadcast	Citizen communication		\$6,500				\$6,500
	Developer Permitting and Project Walkthrough online	24 Hours Saved per Year			\$2,500	\$65,000	\$60,000	\$127,500
Totals			\$17,500	\$15,000	\$15,000	\$75,000	\$67,500	\$190,000

EXPAND AUDIO/VISUAL CAPABILITIES

Strategy

Maintain an equipment replacement plan that improves the overall quality of Village audio/visual productions and enhances the existing Public, Educational, Government (PEG) broadcast system. This strategy is funded by PEG equipment replacement fee revenue from Comcast and U-Verse.

Initiative #1

- Phase 1
 - Separate speaker “zones” in Council Chambers that currently create feedback
 - Feedback limits the broadcast volume potential

Benefits:

- Enhances microphones clarity on PEG Channel and increases the volume level of the broadcast

Budget Considerations

- Purchase equipment \$12,500
- Consulting \$500

Timeline

- 2012/2013 budget year

- Phase 2
 - Replace existing projectors in Council Chambers

Benefits:

- Existing projectors are beyond their useful life and display images that are difficult to view
- New projectors provide more lumens providing additional visual clarity

Budget Considerations

- Purchase equipment \$23,000
- Consulting \$500

Timeline

- 2013/2014 budget year

- Phase 3
 - Install new streamlined control console
 - Eliminate top rack sections & wall mount control monitors
 - Relocate some equipment to other room to reduce control room noise

Benefits:

- Will improve the efficiency of the system and allow for better control of live meetings

Budget Considerations

- Purchase equipment \$7,000
- Consulting \$500

Timeline

- 2014/2015 budget year

- Phase 4
 - Install new video switcher

Benefits:

 - Video switcher will support both existing cameras and new technologies
 - Provides for better ease of use for camera operator

Budget Considerations

 - Purchase equipment \$12,000
 - Consulting \$500

Timeline

 - 2015/2016 budget year

- Phase 5
 - Replace video cameras
 - Install HD PTZ cameras (or greater if appropriate) using digital signal transmission

Benefits:

 - Cameras are at end of life for existing motorized cameras
 - Will improve quality of video transmission

Budget Considerations

 - Purchase equipment \$15,000
 - Consulting \$500

Timeline

 - 2016/2017 budget year

- Phase 6
 - Install Lighting controls and additional lighting

Benefits:

 - Will improve video quality on-camera

Budget Considerations

 - Purchase equipment \$12,000
 - Consulting \$500

Timeline

 - 2017/2018 budget year

- Phase 7
 - Replacement of Broadcast Server
 - Add new storage arrays

Benefits:

 - Server will be at end of useful life
 - Will be replaced with newer technology as available

Budget Considerations

 - Purchase equipment \$10,000
 - Consulting \$500

Timeline

- 2018/2019 budget year
- Phase 8
 - Replacement of audio board
 - Replacement of microphones
 - Replacement of monitor speakers

Benefits:

- Equipment will be at end of useful life
- Improvement of audio broadcasting quality

Budget Considerations

- Purchase equipment \$12,500
- Consulting \$500

Timeline

- 2019/2020 budget year
- Phase 9
 - Replace multi-viewers in control room
 - Replace hi-res monitors

Benefits:

- Equipment will be at end of useful life

Budget Considerations

- Purchase equipment \$22,000
- Consulting \$500

Timeline

- 2020/2021 budget year

Initiative #2

- Enhance audio/visual capabilities at Public Works
 - Create a Public Works conference room
 - Populate the conference room with wireless and projector

Benefits

- Conference room at Public Works would reduce travel for meetings that require audio/visual equipment. Currently, these all must be held at Village Hall.

Budget Considerations

- Hardware/software \$7,500
- Consulting \$2,500

Timeline

- 2013/2014 budget year

Initiative #3

- Conference Room A/V Improvements
 - Pilot smart boards in the Police/Fire training room
 - Add smart boards to the Community Center if justified by ease of use and demand

Benefits

- Enhances ability to collaborate
- Smartboards useful for EOC displays and interaction

Budget Considerations

- Hardware \$10,000
- Consulting \$1,000

Timeline

- 2014/2015 budget year

Initiative #4

- Monitor in Community Center for signage

Benefits

- Can post special messages, schedule of events, greetings and other items

Budget Considerations

- Hardware/software \$1,000
- Consulting \$500

Timeline

- 2014/2015 budget year

Strategy	Initiative	Efficiencies Gained	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	Total
Expand Audio/Visual Capabilities	Video broadcast of public meetings	3 Hours Saved per DVD	\$13,000	\$23,500	\$7,500	\$12,500	\$15,500	\$72,000
	Pub Works Conf Room	Saves drive time		\$10,000				\$10,000
	Smartboards	Increased collaboration			\$11,000			\$11,000
	Comm Center Monitor	Improved customer service			\$1,500			\$1,500
Totals			\$13,000	\$33,500	\$20,000	\$12,500	\$15,500	\$94,500

GIS INTEGRATION

Strategy

Continue to develop Village GIS capabilities and utilize GIS data in all departments. Where appropriate, cross-reference or integrate GIS information with other systems to provide a complete information database related to Village systems and individual land parcels within the Village. Expand the use of GIS to more accurately track Village assets, including trees, signs, water mains, and fire hydrants. As the ability to provide information expands through GIS layer creation, provide additional tools to staff, board members, and, where appropriate, citizens for access to the information.

Initiative #1

- Develop layers
 - Priority list of layers included in 5-year GIS plan
 - Continue layer development

Benefits

- Improved tools to track and analyze Village data and assets

Budget Considerations

- Consulting \$59,400 (Included in GIS Consortium Contract)

Timeline

- Ongoing

Initiative #2

- Integrate Springbrook, and GIS addresses
 - Enhance Springbrook to utilize GIS addresses
 - Springbrook addresses to be pulled from GIS data base
 - Depends on Springbrook V7

Benefits

- Allows staff to enter base address once and access the address from several systems. Will improve the accuracy of addresses.

Budget Considerations

- Software \$20,000
- Consulting \$2,500

Timeline

- 2014/2015 Budget year

Initiative #3

- Integrate Rectrac, and GIS addresses
 - Enhance Rectrac to utilize GIS addresses
 - Springbrook addresses to be pulled from GIS data base
 - Depends on Springbrook V7

Benefits

- Allows staff to enter base address once and access the address from several systems. Will improve the accuracy of addresses.

Budget Considerations

- Software \$20,000
- Consulting \$2,500

Timeline

- 2014/2015 Budget year

Initiative #4

- Increase accuracy of GIS data
 - Ad-hoc GIS coordinates based on cell phone has a higher degree of potential error
 - Purchase hand-held GIS device for field verification
 - Street lights & fire hydrants are complete
 - Street signs, water meters, trees and water inventory remain to be done

Benefits

- Improved GIS documentation will reduce location errors and resultant confusion

Budget Considerations

- Hardware \$10,000
- Consulting \$1,000 to \$2,000

Timeline

- 2014/2015 Budget year

Initiative #5

- Expand Departmental ability to perform Authoritative Editing on GIS Layers
 - Determine security requirements to allow key departmental personnel to update specific items within a GIS layer
 - Work with the consortium to implement Authoritative Editing

Benefits

- Increase ability to analyze GIS data and inventories of critical Village assets

Budget Considerations

- Training \$2,000

Timeline

- 2015/2016 Budget year
 - Purchase software licenses
 - Send employees to training

Strategy	Initiative	Efficiencies Gained	2012/ 2013	2013/ 2014	2014/ 2015	2015/ 2016	2016/ 2017	Total
GIS Integration	Develop GIS layers	615 hours Saved per year	\$59,400	\$59,400	\$59,400	\$59,400	\$59,400	\$297,000
	Integrate Springbrook and GIS addresses	208 hours saved per year			\$22,500			\$22,500
	Improve Accuracy of GIS	Reduced Engineering Costs			\$12,000			\$12,000
	Expand use of GIS throughout Departments	Long Term Reduction in Locate Time				\$2,000		\$2,000
Totals			\$59,400	\$59,400	\$93,900	\$61,400	\$59,400	\$333,500

MOBILE WORKER CONNECTIVITY

Strategy

Develop electronic mobile worker connectivity capabilities to improve communications with Village workers that are in the field. The ability to remotely access calendars, appointment books, work orders, and other information will improve productivity and customer service by reducing the amount of time spent going to and from Village facilities to update systems and retrieve future assignments.

Initiative #1

- Expand wireless network to cover Municipal Center and Main Public Works Facility
 - Upgrade current system of “hot spots” at Village Hall and Police/Fire Training Room to include all Municipal Center offices

Benefits

- Replace what will be six year old wireless and expands coverage to include all Village work space. Provides laptop users with access at any location and will increase utility of laptops and tablets.

Budget Considerations

- | | |
|---------------------|----------|
| • Hardware/software | \$30,000 |
| • Consulting | \$5,000 |

Timeline

- 2013/2014 budget year

Initiative #2

- Enhance Firehouse to include the capability for mobile inspections
 - Additional module required for purchase
 - Estimate three iPads to be available for checkout

Benefits

- Provide inspection results to constituents immediately
- Update inspection results while in the field, saving time

Budget Considerations

- | | |
|-------------------------------|---------|
| • Hardware | \$2,400 |
| • Software (Firehouse module) | \$1,000 |
| • Consulting | \$1,000 |

Timeline

- 2012/2013 budget year

Initiative #3

- Replace existing laptop for Community Development inspector with iPad
 - Requires Springbrook V7 installation

Benefits

- Reduced cost
- Improved ease of use
- Simplified process

Budget Considerations

- Hardware \$1,200
- Consulting \$2,500

Timeline

- 2013/2014 budget year

Initiative #4

- Utilize iPads for Court packets
 - Create pilot program for the replacement of paper evidence and documentation with iPads

Benefits

- Reduces paper creation
- Much simpler way to transport video to court
- Easier reference retrieval

Budget Considerations

- Hardware \$800
- Consulting \$500

Timeline

- 2014/2015 budget year

Initiative #5

- Utilize iPads for Court packets
 - Based on successful pilot program
 - Replace paper evidence and documentation with iPads
 - Estimate six iPads to be available for checkout

Benefits

- Reduces paper creation
- Much simpler way to transport video to court
- Easier reference retrieval

Budget Considerations

- Hardware \$3,600
- Consulting \$1,000

Timeline

- 2014/2015 budget year

Initiative #6

- Utilize iPads for Park Inspections

Benefits

- Eliminates paper notes and leads to
- Much simpler way to transport video to court
- Easier reference retrieval

Budget Considerations

- Hardware \$600
- Consulting \$340

Timeline

- 2014/2015 budget year

Strategy	Initiative	Efficiencies Gained	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	Total
Mobile Worker Connectivity	Village Wireless	Provide easy to use guest wireless for residents		\$35,000				\$35,000
	Mobile Fire Inspect	104 hours per year	\$4,400					\$4,400
	Comm Dev laptop replace	Improved speed		\$3,700				\$3,700
	iPad for Court Pilot	Reduce paper			\$1,300			\$1,300
	iPads for Court Appear	Reduced paper			\$4,600			\$4,600
	iPads for Park Insp.	Reduced paper				\$940		\$940
Totals			\$4,400	\$38,700	\$5,900	\$940		\$49,940

CLOUD BASED COMPUTING

Strategy

Evaluate cloud based computing alternatives and migrate systems to the cloud when opportunity and return on investment calculations show cloud computing as a valid alternative. In general, prior to any major system upgrade, the IT function will conduct an evaluation of cloud based alternatives and present the results to Village Management as a part of the approval process.

Initiative #1

- Review cloud based computing alternatives as a part of the approval process for each major software upgrade.
 - Initial reviews include:
 - Springbrook Version 7 (complete)
 - Firehouse upgrade
 - Exchange upgrade versus Microsoft 365

Benefits

- Reduced ongoing support costs
- Reduced overall IT costs

Budget Considerations

- To be funded through the IT Strategy and Management budget

Timeline

- 2012/2013 Budget year

Initiative #2

- Implement redundant internet connections to provide improved availability of the internet, electronic mail and cloud based applications

Benefits

- Needed for:
 - Access to cloud based applications
 - GIS
 - Firehouse
 - Remote support
 - Remote staff access to systems (Mobility)
 - Ability to update the website and distribute packets
 - Email Access
- Reduced internet downtime
- Increased productivity

Budget Considerations

- Hardware \$2,500
- Internet Service \$280 per month
- Consulting \$2,500

Timeline

- 2013/2014 Budget year

Strategy	Initiative	Efficiencies Gained	2012/ 2013	2013/ 2014	2014/ 2015	2015/ 2016	2016/ 2017	Total
Evaluate Cloud Based Computing Alternatives	Review Cloud Based Computing Alternatives	Reduced Costs – ie. Firehouse expected savings \$7,500						
	Implement Redundant Internet Connections	Increased Productivity,		\$8,360	\$3,360	\$3,360	\$3,360	\$18,440
Totals				\$8,360	\$3,360	\$3,360	\$3,360	\$18,440

MAXIMIZE EFFICIENCIES GAINED THROUGH APPLICATION SOFTWARE

Strategy

The Village utilizes and maintains many software applications, some, such as Springbrook are Enterprise Resource Planning (ERP) programs and are used by several departments, while some are used by a single department. All software applications should be considered important Village assets and the Village must strive to fully utilize these applications through training, upgrades, business process reviews and other means. In addition, as new areas for automation are identified, the Village should review existing software applications and vendors to determine if additional modules are available for integration with the existing systems before selecting a new third party product. Centralizing software applications is the overall goal.

Initiative #1

- Migrate Springbrook to Version 7
 - All Springbrook modules to be affected
 - Convert to new version
 - Train staff in use of “.net” functionality
 - Review existing business processes and if improvements can gain efficiency

Benefits

- Improved software functionality and increased compliance with Community Development requirements.

Budget Considerations

- All Departments
 - Hardware – server & SQL \$20,000
 - Software \$49,875
 - Consulting \$10,000

Timeline

- FY 2013 through FY 2014 budget years

Initiative #2

- Re-implement Permits, Inspections and Business License modules of Springbrook
 - Dependent on Springbrook V7

Benefits

- Improved efficiencies through staff training and revised business processes.

Budget Considerations

- Springbrook Assistance \$26,000
- Consulting \$5,000

Timeline

- 2013/2014 budget year

MAXIMIZE APPLICATION SOFTWARE EFFICIENCIES (CONTINUED)

Initiative #3

- Evaluate Springbrook Code and Contact module
 - Determine if Springbrook Code and Contact module meets Village needs
 - Code and Contact module will supplement DACRA software currently in use for adjudication

Budget Considerations

- Hardware/software \$0
- Consulting \$2,500

Timeline

- 2012/2013 budget year

Initiative #4

- Implement Springbrook Code and Contact Module
 - Dependent on Springbrook V7

Budget Considerations

- Hardware/software /training \$15,000
- Consulting \$5,000

Timeline

- 2014/2015 Budget Year

Initiative #5

- Additional Springbrook modules or integration features
 - Paperless Check Requests
 - Paperless Timesheets
 - Paperless Purchase Orders
 - Springbrook integration with New World
 - Springbrook integration with Laserfiche
 - Springbrook integration with DACRA

Budget Considerations

- Hardware/software TBD
- Consulting TBD

Timeline

- Phase 1 – 2015-2016 Budget Year
 - Paperless Check Requests
 - Paperless Timesheets
 - Paperless Purchase Orders
- Phase 2 – 2016/2017 Budget Year
 - Springbrook integrating with Laserfiche
 - Springbrook integration with New World
- Phase 3 – 2017/2018 Budget Year
 - Springbrook integration with DACRA

Strategy	Initiative	Efficiencies Gained	2012/ 2013	2013/ 2014	2014/ 2015	2015/ 2016	2016/ 2017	Total
Software Efficiencies	Upgrade Springbrook	Improved Data Integration Between Multiple Software Programs		\$79,875				\$79,875
	Re-implement Comm. Dev modules	Improved Reporting and Data Collection		\$31,000				\$31,000
	Evaluate Code Enforcement	New Code Enforcement Software	\$2,500					\$2,500
	Implement Code Enforcement	Improved Code Enforcement Efficiencies: 75 hours saved		\$20,000				\$20,000
	Additional Modules or Integration Features	Decreased Paper Usage and Increased Integration				TBD	TBD	TBD
Totals			\$2,500	\$130,875				\$133,375

INCREASE PRODUCTIVITY THROUGH THE USE OF TECHNOLOGY

Strategy

Continue to implement processes and software solutions that improve the productivity of IT and Village staff. Such systems include automated network management systems, automated desktop patching, remote access solutions, work order processing and preventative maintenance systems. Standardizing hardware and software update processes will improve productivity by reducing system downtime and providing staff with the cost-effective, up-to-date software.

Initiative #1

- Standardize purchasing cycles
 - Desktop replacements on four-year cycle for all departments
 - Purchase identical models for as many years as possible
 - Begin the introduction of dual monitors for improved productivity
 - Evaluate laptop replacements beginning at year four
 - Vehicle laptops
 - Department Directors and Deputies/Assistants
 - Limited use Village Board tablets to be replaced on a four-year cycle
 - Server replacements on five-year cycle
 - Network equipment replacement on seven-year cycle
 - Investigate potential resale of obsolete IT equipment
 - In-car video cameras on a five year cycle
 - Cellular phones on a two-year cycle

Replacement Schedule

- 2013/2014
 - Replace file server with virtual server
 - Replace backup systems with current technology
- 2014/2015
 - Replace New World file servers
 - Replace application (non-Springbrook) server

Benefits

- Saves an estimated 4 hours per month

Budget Considerations

- 2013/2014
 - Hardware/software \$17,500
 - Consulting \$5,000
- 2014/2015
 - Hardware/software \$25,000
 - Consulting \$10,000
- 2015/2016
 - Hardware/software \$61,000
 - Consulting \$15,000
- 2016/2017
 - Hardware/software \$55,000
 - Consulting \$10,500

Timeline

- Each budget year

Initiative #2

- Implement log consolidation and archiving software

Benefits

- Log reviews are required for Payment Card Industry Data Security Standard compliance. Automation of log collection will reduce review time by 1 hour per week.

Budget Considerations

- Hardware/software \$5,000
- Consulting \$2,500

Timeline

- 2013/2014 budget year

Initiative #3

- Implement Infrastructure Inventory software
 - Maintain detailed fixed asset inventory for Public Works
 - Integrate with GIS

Benefits

Provide overall inventory control for all Village Public Works assets, regardless of location. Will improve accuracy of record keeping and improve tracking replacement and wastage of assets such as signs and lights.

Budget Considerations

- Hardware/software \$40,000
- Consulting \$20,000

Timeline

- 2015/2016 budget year

Strategy	Initiative	Efficiencies Gained	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	Total
Increase Productivity	Standardize Purchasing Cycles	Amortize Annual Costs		\$22,500	\$35,000	\$76,000	\$65,500	\$199,000
	Implement Log Consolidation software	Save 52 hours consulting time/year		\$7,500				\$7,500
	Implement Infrastructure Inventory software	Reduce hrs by 120/ year - better planning				\$60,000		\$60,000
Totals				\$30,000	\$35,000	\$136,000	\$65,500	\$266,500

UTILIZE TECHNOLOGY FOR PUBLIC SAFETY

Strategy

Expand the use of audio, video and wireless technology to improve public safety, document specific events, and monitor critical Village assets. Improvements in video compression algorithms and integration with wireless access will provide the ability of the Village to transmit video signals in an un-tethered manner between Village Hall and remote locations or vehicles within the Village. This video can then be used to document events, provide training opportunities, or monitor Village assets.

Initiative #1

- Provide for remote, on request access to School District video
 - Access to video only when requested by District
 - Access in E-911 center and squads

Benefits

- Improved public and officer safety through increased visibility of an incident while responding and on the scene.

Budget Considerations

- Consulting \$1,000

Timeline

- 2011/2012 budget year – in progress

Initiative #2

- Additional Monitors for the Communications Center
 - Separate monitor for Village map
 - Monitor for weather and local news

Benefits

- Reduces the need to switch monitor screens and provides faster updates

Budget Considerations

- Hardware/software \$2,000

Timeline

Complete 2012/2013 budget year

Initiative #3

- Implement Briefing Notes and Be On the LookOut modules

Benefits

- Improved documentation
- Integrated Be On the LookOut notification in squads

Budget Considerations

- Hardware/software \$10,000

Timeline

- Complete 2013/2014 budget year

UTILIZE TECHNOLOGY FOR PUBLIC SAFETY (CONTINUED)

Initiative #4

- Implement in-vehicle ticketing and crash reporting
 - Purchase e-ticketing and e-crash module
 - Equip squad cars with wireless printers

Benefits

- Faster, more accurate ticketing with reduced transposition errors from re-keying

Budget Considerations

- Hardware/software \$15,000

Timeline

- Complete 2013/2014 budget year
 - Dependent on County for implementation schedule

Initiative #5

- Blue Light phones for Centennial Park
 - Two near shelter area
 - Include Blue Light phones in bike path area

Benefits

- Provide for emergency 911 dialing from isolated areas

Budget Considerations

- Hardware/software \$14,000

Timeline

- Complete 2014/2015 budget year

Initiative #6

- 911 Server Replacement
 - Replace 911 equipment because it is end of life

Benefits

- By the FY15 budget year, the 911 equipment will probably not be serviced reliably

Budget Considerations

- Hardware/software \$150,000
- Consulting \$10,000

Timeline

- Complete 2014/2015 budget year

UTILIZE TECHNOLOGY FOR PUBLIC SAFETY (CONTINUED)

Initiative #7

- Purchase automatic license recognition cameras and software
 - Equip one squad car with automatic license recognition software for use at the Mall

Benefits

- Will assist in recovery of stolen vehicles and identification of outstanding tickets.

Budget Considerations

- Hardware/software \$20,000

Timeline

- Complete 2015/2016 budget year

Initiative #8

- Add additional video surveillance to Pool Complex

Benefits

- Will improve staff oversight of seasonal staff.
- Enhance security of the facility

Budget Considerations

- Phase 1 – Pool Surveillance
 - Hardware/software \$26,500
 - Consulting \$2,000
- Phase 2 – Pool Surveillance
 - Hardware/software \$18,750
 - Consulting \$2,000

Timeline

- Phase 1
 - Complete 2014/2015 budget year
- Phase 2
 - Complete 2015/2016 budget year

Initiative #9

- Add capability to stream video from Fire Department vehicle(s)
 - Real time streaming to command personnel
 - Real time streaming from Ambulance to Hospital

Benefits

- Provide command personnel with improved visibility into an event in real time. Also, can provide hospital staff and doctors with direct contact and video of patient issues in real time.

Budget Considerations

- Hardware/software \$50,000 to \$75,000
- Consulting \$10,000 to \$20,000

Timeline

- 2015/2016 budget

UTILIZE TECHNOLOGY FOR PUBLIC SAFETY (CONTINUED)

Initiative #10

- Integrate access to non-Village video feeds into PD
 - Interested private organizations

Benefits

- Improved public and officer safety through increased visibility of an incident while responding and on the scene.

Budget Considerations

- Hardware/software \$5,000 to \$10,000
- Consulting \$5,000

Timeline

- 2016/2017 budget year

Initiative #11

- Add voice recognition software to squads
 - Allows entry of text in New World RMS without typing
 - Reduces need to look away from driving to accept commands

Benefits

- Will improve officer safety by reducing the need to look at the mobile data terminal to enter commands.

Budget Considerations

- Phase 1 - Pilot
 - Hardware/software \$5,000
 - Consulting \$1,000
- Phase 2
 - Hardware/software \$12,000 to \$15,000
 - Consulting \$1,000 to \$2,500

Timeline

- Phase 1
 - Must follow e-ticketing
 - Complete 2015/2016 budget year
- Phase 2
 - Complete 2016/2017 budget year

Initiative #12

- Add video surveillance in Lincolnwood Centennial park
 - As a part of Lincolnwood Centennial park Phase 3 improvement program
 - Provide for Police monitoring

Benefits

- Improved public and officer safety through increased visibility of an incident while responding and on the scene. Will also provide for video record of vandalism and other unlawful acts.

UTILIZE TECHNOLOGY FOR PUBLIC SAFETY (CONTINUED)

Budget Considerations

- Hardware/software \$25,000 to \$50,000
- Consulting \$5,000 to \$15,000

Timeline

- Complete 2014/2015 budget

Initiative #13

- Add video surveillance in Village parks
 - Study additional surveillance requirements and determine direction
 - Provide for Police monitoring

Benefits

- Improved public and officer safety through increased visibility of an incident while responding and on the scene. Will also provide for video record of vandalism and other unlawful acts.

Budget Considerations

- Hardware/software \$25,000 to \$50,000
- Consulting \$5,000 to \$15,000

Timeline

- Complete 2015/2016 budget year

Initiative #14

- Additional security features for Public Works
 - "Panic button" for Public Works office staff
 - Additional video surveillance for the public works office

Benefits

- Increased staff safety

Budget Considerations

- Hardware/software \$10,000
- Consulting \$1,000

Timeline

- Complete 2013/2014 budget year

UTILIZE TECHNOLOGY FOR PUBLIC SAFETY (CONTINUED)

Strategy	Initiative	Efficiencies Gained	2012/ 2013	2013/ 2014	2014/ 2015	2015/ 2016	2016/ 2017	Total
Video for Public Safety	School video Access	Improved Public Safety						
	Additional Monitors Comm Center	Improved Public Safety	\$2,000					\$2,000
	Implement Briefing Notes and Be On the LookOut Modules	Improved Documentation		\$10,000				\$10,000
	In-vehicle ticketing & crash reporting	200 Hours Saved per Year		\$15,000				\$15,000
	Blue Light phones in Centennial Park	Improved public safety			\$14,000			\$14,000
	Replace 911 equipment	Equipment at End of Life			\$160,000			\$160,000
	Purchase automatic license recognition cameras and software	Assist in recovery of stolen vehicles and identification of outstanding tickets				\$20,000		\$20,000
	Video for Pool Complex	PCI compliance and Monitor summer staff			\$28,500	\$20,750		\$49,250
	Video streaming from vehicles	Reduced Emergency Response Time				\$95,000		\$95,000
	Integrate non-Village video	Reduced Emergency Response Time					\$15,000	\$15,000
	Voice recognition software to squads	Improved safety – eyes on the road				\$6,000	\$17,500	\$23,500
	Video Surveillance	Reduced vandalism			\$65,000			\$65,000

	in Lincolnwood Centennial Park	and improved security						
	Video surveillance in Parks	Reduced Emergency Response Time				\$65,000		\$65,000
	Additional Security Features for Public Works	Increased Staff Safety		\$11,000				\$11,000
Totals			\$2,000	\$36,000	\$267,500	\$206,750	\$32,500	\$544,750

DISASTER RECOVERY PREPAREDNESS

Strategy

In order to protect Village electronic information and provide staff with such information should the computer room become unusable, the Village must develop IT Disaster Recovery (D/R) capabilities. These capabilities should include, at a minimum, the ability to transfer information technology services from Village Hall to Public Works and, should both buildings become unusable, to a remote location isolated from a potential threat. Plans call for remote access to systems by Village staff should facilities be unavailable.

Initiative #1

- Test Disaster Recovery capabilities
 - Each year, test a portion of the DR plan

Budget Considerations

- Hardware/software \$2,500
- Consulting \$2,500

Timeline

- Ongoing - beginning 2012/2013 budget year

Initiative #2

- Conduct power study
 - Document current and future power needs for Village Hall computer room

Budget Considerations

- Consulting \$2,500

Timeline

- 2011/2012 budget year - Complete

Initiative #3

- Implement improved UPS capabilities
 - Based on power study results, implement improved backup power capabilities

Budget Considerations

- Hardware/software \$15,000
- Consulting \$2,500

Timeline

- 2012/2013 budget year

Initiative #4

- Expand backup capabilities to include de-duplication and automatic replication to Public Works
 - Deduplication is a technology that eliminates the storage of duplicate information. This means that only changes are saved.
 - Deduplication reduces backup disk space needs by 30% to 50%.

Benefits

- Reduce weekly support time by 52 hours a year or over \$4,400 per year savings

Budget Considerations

- Hardware/software \$15,000
- Consulting \$2,500

Timeline

- 2013/2014 budget year

Strategy	Initiative	Efficiencies Gained	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	Total
Disaster Recovery Preparedness	Testing	Reduced System Downtime	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
	Power Study	Reduced Downtime and Repair Time						
	Power Improve	Reduced Downtime and Repair Time	\$17,500					\$17,500
	Expand Backup Capabilities	Save 52 support hours/year		\$17,500				\$17,500
Totals			\$22,500	\$22,500	\$5,000	\$5,000	\$5,000	\$60,000

IT SECURITY

Strategy

Information technology security threats continue to evolve with time, creating a need for the Village to maintain programs to counter those threats. These programs include staff security awareness, deployment of a demilitarized zone (DMZ) for additional Internet-facing applications, software to archive electronic mail and other electronic communications mechanisms in conjunction with records retention policies, and automated intrusion detection systems to identify and alert staff to cyber attacks.

Initiative #1

- Create Security Awareness program
 - Train staff in anti-phishing
 - Include periodic helpful hints in staff publications
 - Review & revise IT policy bi-annually

Benefits

- Required as a part of the PCI standard.

Budget Considerations

- | | |
|---------------------|---------|
| • Hardware/software | \$1,000 |
| • Consulting | \$2,000 |

Timeline

- 2013/2014 budget year

Initiative #2

- Implement electronic mail archiving software

Benefits

- Will improve ability to retrieve email messages from storage. Will allow for rapid retrieval of email messages for Freedom of Information Act requests.

Budget Considerations

- | | |
|---------------------|---------|
| • Hardware/software | \$7,500 |
| • Consulting | \$2,500 |

Timeline

- Complete 2013/2014 budget year

Initiative #3

- Implement Intrusion Detection software for firewall and wireless

Benefits

- Required as a part of the PCI standard. Will improve overall electronic data security and decrease the risk of an attack going unnoticed.

Budget Considerations

- | | |
|---------------------|----------|
| • Hardware/software | \$15,000 |
| • Consulting | \$10,000 |

Timeline

- Complete 2014/2015 budget year

Initiative #4

- Implement Network Access Control security

Benefits

- Allows 3rd parties to utilize non-Village equipment on Village network in a secure manner

Budget Considerations

- | | |
|---------------------|----------|
| • Hardware/software | \$15,000 |
| • Consulting | \$10,000 |

Timeline

- Complete 2015/2016 budget year

Initiative #5

- Implement key fob access control for Police Department and Village Hall IT server rooms

Benefits

- Track access to computer rooms
- Eliminate need to change pass code upon staff turnover

Budget Considerations

- | | |
|---------------------|---------|
| • Hardware/software | \$5,000 |
| • Consulting | \$500 |

Timeline

- Complete 2013/2014 budget year

Strategy	Initiative	Efficiencies Gained	2012/ 2013	2013/ 2014	2014/ 2015	2015/ 2016	2016/ 2017	Total
IT Security	Security Awareness Program	Additional System Security		\$3,000				\$3,000
	Electronic mail archival	84 Hours Saved per Year		\$10,000				\$10,000
	Intrusion detection software	Additional System Security			\$25,000			\$25,000
	Network Access Control	Ability for Third Parties to Use Own PCs				\$25,000		\$25,000
	Implement Key Fob Access	Increased Security		\$5,500				\$5,500
Totals				\$18,500	\$25,000	\$25,000		\$68,500

IT INFRASTRUCTURE IMPROVEMENTS

Strategy

As dependence on the data network expands to include voice, additional improvements in core infrastructure and facilities should be undertaken to further improve overall systems reliability.

Initiative #1

- Ventilation and lightning protection for Pool network equipment
 - Computer room grade fan to reduce heat build-up

Benefits

- Increased stability of network switch at pool complex

Budget Considerations

- | | |
|---------------------|---------|
| • Hardware/software | \$1,000 |
| • Consulting | \$500 |

Timeline

- 2012/2013 budget year - complete

Initiative #2

- Consolidate and move computer equipment from Supervisor/GIS/Arborist work space into Public Works telecommunications Point of Entry

Benefits

- Eliminate excessive noise in work area from computer equipment fans and reduce computer equipment space requirements in the work area.

Budget Considerations

- | | |
|--------------|----------|
| • HVAC | \$10,000 |
| • Consulting | \$2,500 |

Timeline

- Complete 2015/2016 budget year

Initiative #3

- Connect the Village Hall campus and the Pool via fiber
 - Replace existing wireless connection that is end-of-life
 - Increase available bandwidth and reduce outages between sites
 - Provide for direct video feed to Village Hall for future surveillance cameras

Benefits

- Replace wireless systems between sites with high availability, high speed fiber connectivity. Replaces the existing end-of-life wireless systems with a single connection. Will allow direct backups of files from Village Hall to Public Works for disaster recovery.

Budget Considerations

- | | |
|---------------------|----------|
| • Hardware/software | \$23,000 |
| • Consulting | \$4,000 |

Timeline

- 2012/2013 budget year (complete)

Initiative #4

- Implement two stage sprinkler discharge in Police and Village Hall computer rooms
 - Decrease risk of mistaken water discharge
 - Provide for direct backups of Village files to Public Works for disaster recovery

Benefits

- Decrease risk of mistaken water discharge

Budget Considerations

- Hardware/software \$40,000
- Consulting \$2,500

Timeline

- 2015/2016 budget year

Initiative #5

- Connect Public Works and Stand Pipe with fiber optic cable

Benefits

- Increase speed of Public Works wireless by eliminating a relay
- Increase connection speed
 - Additional video surveillance cameras are planned for the Stand Pipe to reduce drive-by dumping
 - Additional video surveillance cameras are under consideration for bike path
- Potentially paid for by Water and Sewer Fund

Budget Considerations

- Hardware/software \$43,000
- Consulting \$7,000

Timeline

- 2014/2015 budget year

Initiative #6

- Connect the Village Hall campus and Public Works via fiber
 - Increase available bandwidth and reduce outages between sites
 - Provide for direct backups of Village files to Public Works for disaster recovery

Benefits

- Replace wireless systems between sites with high availability, high speed fiber connectivity. Replaces three separate wireless systems with a single connection. Will allow direct backups of files from Village Hall to Public Works for disaster recovery.

Budget Considerations

- Hardware/software \$119,000
- Consulting \$20,000

Timeline

- 2015/2016 budget year

Strategy	Initiative	Efficiencies Gained	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	Total
IT Infra.	Ventilate pool IT equip	Prevent outages	\$1,500					\$1,500
	Consolidate Pub Works IT Equip	Reduce noise in workspace				\$12,500		\$12,500
	Fiber to Pool	Replace end of life equipment	\$27,000					\$27,000
	Two-Stage Sprinkler Discharge in Computer Rooms	Decrease risk of mistaken water discharge				\$42,500		\$42,500
	Public Works and Stand Pipe Fiber	Increase connection speed		\$50,000				\$50,000
	Fiber to Public Works	Reduce backup support by 100 hrs/yr				\$139,000		\$139,000
Totals			\$28,500	\$50,000		\$194,000		\$272,500

STRATEGIC MASTER TECHNOLOGY PLAN SUMMARY COST TABLE

Strategy	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	Total
Document Management			\$26,300			\$26,300
Expand Citizen Communications	\$17,500	\$15,000	\$15,000	\$75,000	\$67,500	\$190,000
Expand Audio/Visual	\$13,000	\$33,500	\$20,000	\$12,500	\$15,500	\$94,500
GIS Integration	\$59,400	\$59,400	\$93,900	\$61,400	\$59,400	\$333,500
Mobile Worker Connectivity	\$4,400	\$38,700	\$5,900	\$940		\$49,940
Cloud Based Computing		\$8,360	\$3,360	\$3,360	\$3,360	\$18,440
Maximize Efficiencies through Applications	\$2,500	\$130,875				\$133,375
Increase Productivity		\$30,000	\$35,000	\$136,000	\$65,500	\$266,500
Technology for Public Safety	\$2,000	\$36,000	\$267,500	\$206,750	\$32,500	\$544,750
Disaster Recovery Preparedness	\$22,500	\$22,500	\$5,000	\$5,000	\$5,000	\$60,000
IT Security		\$18,500	\$25,000	\$25,000		\$68,500
IT Infrastructure	\$28,500	\$50,000		\$194,000		\$272,500
GRAND TOTAL	\$149,800	\$442,835	\$496,960	\$719,950	\$248,760	\$2,058,305

Memorandum

To: Timothy C. Wiberg
Village Manager

From: Timothy M. Clarke, AICP
Community Development Director

Date: February 1, 2013

**Subject: Proposed Devon-Lincoln TIF District
Status Report**

Background

On December 18, 2012, the Village Board took action to schedule the requisite public hearing for the consideration of the proposed Devon-Lincoln Tax Increment Finance (TIF) District. This public hearing is now set for the Village Board's February 19, 2013 meeting. In preparation for this public hearing, as required by State law, notice of this hearing has been mailed to all property owners within the proposed TIF District as well as to all residential addresses located within 750 feet of the proposed area. Furthermore, notice of this public hearing has also been published twice in the Lincolnwood Review, on January 24 and January 30, 2013.

Under State law, the scheduling of this public hearing triggers the convening of an intergovernmental Joint Review Board (JRB). This Board first met on January 15, 2013 and is scheduled to again meet on February 6, 2013. The JRB is charged with reviewing the proposed Plan, Eligibility Report and to provide its recommendation on the proposal to establish the TIF District. For Lincolnwood, this JRB is comprised of representatives of the following taxing districts:

- School District #74
- School District #219
- Oakton College
- Cook County
- Niles Township
- Village of Lincolnwood
- Lincolnwood Library District
- Public Member

At the January 15, 2013 JRB meeting, all taxing districts were represented except Oakton College and Cook County. At this meeting, the JRB elected Paul Eisterhold as the Public Member and Village representative Jim Persino as Chairman of the JRB, but otherwise took no substantive action on the proposed TIF District and continued its deliberation to February 6, 2013. The expressed purpose of this continuance was to allow JRB representatives to obtain directive from their respective boards concerning the Village's proposed Devon-Lincoln TIF District.

The JRB has 30 days from first convening (January 15) to issue a report which either finds that the proposed Redevelopment Plan and Project meets or fails to meet the objectives of the TIF act. If no action by the JRB occurs or there is failure to submit its written report within this 30 day period, pursuant to state law, the JRB is deemed to have approved the proposed TIF District and taxing districts represented on the JRB are presumed to have found that the area satisfies: 1) the objectives of the TIF Act, 2) the plan requirements; and, 3) eligibility criteria.

In the event the JRB takes action recommending disapproval or rejection of the proposed Redevelopment Plan and TIF District, State law requires the Village to confer with the JRB in an attempt to resolve the issues identified in the JRB report. A 30 day period is provided for the Village, if it chooses, to submit a revised Plan to the JRB for consideration. Where the JRB and Village are unable to resolve differences, or in the event a resubmitted Plan is rejected by the JRB and the JRB continues to recommend against the proposal, the Village may proceed to adopt the proposed Plan and TIF District, but only then, by at least a 3/5ths vote of the Village Board.

Status

Since the January 15th JRB meeting, representatives of School District #219 requested a meeting with staff to discuss their concerns with the proposed TIF District . These representatives indicated support for the Village's economic development efforts however requested that the Village mitigate what they perceive the negative impacts of the proposed district by considering:

- 1) to retire an existing TIF District early in 2016 (Touhy-Lawndale TIF or NEID TIF) and
- 2) share increment from properties recently developed in the proposed Devon-Lincoln TIF.

Properties identified by School District #219 for such possible increment revenue sharing were: MB Financial; Oberweis; Shell Oil; BP Oil; Myron & Phil's; the Lock-up; and, Public Storage. Staff notes that property taxes from such properties are currently proportionately shared

among all taxing districts and additional increment from such properties, should a TIF be established, would be small, if any.

At the request of School District #74, staff also attended a Special School District #74 Board meeting held on January 29, 2013. At this meeting School Board members expressed concern about the proposed Devon-Lincoln TIF District. Expressed comments included concern about the amount of commercial properties already in a TIF District in the Village, length of the proposed TIF, whether the area needed to be a TIF, a concern that residential property taxes would rise and whether certain public projects for the area should be funded by the Village with other means. After conclusion of this discussion, representatives of School District #74 requested a meeting with staff.

This staff meeting occurred on January 31 at which time, the attorney for School District #74 indicated that they also now represented the Library District and suggested Oakton College may also join them. He indicated that School District #74 could not support the TIF at this time. Issues expressed at this meeting by the school attorney included

- 1) with this proposal, there would be too many TIF's in the Village;
- 2) the proposed TIF budget allocates too much funds to sewers;
- 3) inquiry whether specific projects or developments were lined-up; and,
- 4) timing of this proposal appeared to be occurring too fast.

The School District 74 staff indicated they would support further discussions to determine if the Village would consider an agreement to either reduce the size of the proposed district or some other revenue sharing plan. It was suggested at this meeting that JRB representatives would seek to continue the February 6 JRB meeting to the following week, in order to allow for further direction by the respective governing bodies.

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., FEBRUARY 5, 2013**

AGENDA

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
 - 1. Board Meeting Minutes – January 15, 2013
- V. Warrant Approval**
- VI. Village President’s Report**
 - 1. Commemoration of the life of Millie Starkman
- VII. Consent Agenda** (If any one wishes to speak to any matter on the Consent Agenda, a Speaker’s Request Form must be completed, presented to the Deputy Village Clerk, and the matter will be removed from the Consent Agenda and added to Regular Business.)
 - 1. Approval of an Ordinance Authorizing the Sale and Disposal of Personal Property Owned by the Village
 - 2. Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Section 11.04 of the Zoning Ordinance Regarding Maximum Number of Wall Signs
 - 3. Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Section 4.12 of the Zoning Ordinance Regarding Corner Side Yard Setback in the R4 General Residence District
 - 4. Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Section 4.07(13) of the Zoning Ordinance Regarding Additional Standards for the Lincoln Avenue Corridor
 - 5. Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Table 4.01.1 of the Zoning Ordinance Regarding Additional Standards for Townhouse, Multi-Family Dwelling, and Residential Units Above First Floor Commercial
 - 6. Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Various Sections of the Zoning Ordinance Regarding Average Front Yard Setbacks in All Zoning Districts
 - 7. Approval of a Recommendation by the Plan Commission Regarding Front Yard Parking
 - 8. Approval of a Resolution Awarding a Bid for the Construction of Sewer Improvements within the Village in the Amount of \$179,451.25 to Visu-Sewer LLC of Bridgeview, IL
 - 9. Approval of a Resolution to Extend the Professional Janitorial Services Contract with Best Quality Cleaning, Inc. for \$38,760 for One Year

10. Approval of a Resolution authorizing the Village Manager to Execute a Contract with New World Systems for 11 Mobile Software Seat Licenses and Third Party Motor Vehicle Traffic Crash Diagraming Software for \$37,819
11. Approval of a Resolution Authorizing the Village Manager to Execute a Memorandum of Understanding with the Village of Glenview for the Provision of Code Enforcement Services

VIII. Regular Business

12. Consideration of a Resolution to Execute an Agreement with E Town Tennis for Group and Private Tennis Lesson Services Commencing with the 2013 Summer Season
13. Consideration of a Recommendation by the Zoning Board of Appeals to Deny a Height Variation for a Proposed Fence Located at 6546 North Sauganash Avenue
14. Consideration of a Recommendation by the Economic Development Commission to Refer to the Plan Commission for Public Hearing, a Proposed Zoning Code Text and Map Amendment, Which Would Establish a Retail Overlay Zone in a Portion of the MB Zoning District Adjacent to Touhy Avenue

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Reports

XIII. Public Forum

XIV. Executive Session

An Executive Session is requested to discuss personnel and potential litigation

XV. Adjournment

DATE POSTED: February 1, 2013

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6 and AT&T U-VERSE Channel 99 at 7:30 p.m. Rebroadcasts of Village Board meetings can be viewed one week following the live broadcast at 1:00 p.m. and 7:30 p.m. or online at www.lincolnwoodil.org/boardmeetings.cfm.

DRAFT

**VILLAGE OF LINCOLNWOOD
BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
JANUARY 15, 2013**

Call to Order

Village President Pro-Tem Elster called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:44 P.M., Tuesday, January 15, 2013 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

The Corporate Authorities and all persons in attendance recited the Pledge of Allegiance to the flag of our country.

Roll Call

On roll call by Village Clerk Beryl Herman the following were:

PRESENT: President Pro-Tem Elster, Trustees Patel, Sprogis-Marohn, Heidtke, Leftakes, Swanson

ABSENT: President Turry

A quorum was present.

Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Chuck Meyer, Assistant to the Village Manager; Hart Passman, Village Attorney; Aaron Cook, Community Development Manager; Robert Merkel, Finance Director; Timothy Clarke, Director of Community Development; Charles Greenstein Village Treasurer; Cary Lewandowski, Deputy Police Chief; Michael Hansen, Fire Chief; Manuel Castaneda, Public Works Director; Ashley Engelmann, Assistant to the Public Works Director; Reese Gratch, Parks and Recreation Board Chair

Approval of Minutes

The minutes of the December 18, 2012 regular Village Board meeting had been distributed in advance and were examined. Trustee Heidtke made a motion to approve the minutes as presented, Trustee Leftakes requested that the text of the statement which he read to the Board on December 18, 2012 be included in these minutes. Trustee Heidtke moved to approve these minutes as amended, seconded by Trustee Leftakes. The motion passed with a Voice Vote.

Warrant Approval

Trustee Heidtke moved to approve Warrants in the amount of \$945,707.12, the motion was seconded by Trustee Leftakes.

Upon Roll Call by Village Clerk Beryl Herman the results were:

AYES: Trustees Heidtke, Leftakes, Swanson, Patel, Sprogis-Marohn

NAYS: None The motion passed.

Village President's Report

1. Appointment of Patrick McCoy to the Economic Development Commission

Trustee Sprogis-Marohn moved to approve this appointment, seconded by Trustee Leftakes. The motion passed with a Voice Vote.

2. Appointment of Sarah Hardin to the Park and Recreation Board

Trustee Swanson moved to approve this appointment, seconded by Trustee Heidtke. The motion passed with a Voice Vote.

Consent Agenda

- 1. Approval of an Ordinance Authorizing the Disposition of a Vehicle and Personal Property Owned by the Village of Lincolnwood**
- 2. Approval of a Resolution Granting an Extension of the Period of Validity of Variations Granted for 6734 North Lincoln Avenue**

Trustee Patel moved to approve the Consent Agenda as presented. Trustee Sprogis-Marohn seconded the motion.

Upon Roll Call the results were:

AYES: Trustees Patel, Sprogis-Marohn, Swanson, Heidtke, Leftakes

NAYS: None The motion passed.

Regular Business

- 3. Consideration of a Recommendation by the Traffic Commission to Adopt an Ordinance Amending Chapter Seven, Article Two, Section Five of the Village Code Pertaining to Designating the East/West Alley Located South of Pratt that Connects Drake and St. Louis and Intersects the North/South Alley that Separates Drake and St. Louis a Three Way Stop**

This item was presented by Mrs. Engelmann with use of a PowerPoint presentation. Photographs of the area were displayed.

Mrs. Engelmann stated that signs have been installed in similar areas within the Village. In a previous vote, it was noted that there were negative votes due to the lack of required conditions being met.

Trustee Patel moved to approve the recommendation of the Traffic Commission, Trustee Heidtke seconded.

Upon Roll Call the Results were:

AYES: Trustees Patel, Heidtke, Sprogis-Marohn, Swanson, Leftakes

NAYS: None The motion passed

- 4. Consideration of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance Granting a Parking Variation from Section 7.06(8) and Table 7.10.01 of the Zoning Ordinance for a Proposed Salon at 4352 West Touhy in the David’s Square Shopping Center**

This item was presented by Mr. Cook who provided a history of this request. After deliberation the Zoning Board of Appeals voted 5 – 0 to recommend granting of this variance.

There was no discussion.

Trustee Leftakes moved to approve adoption of the already prepared Ordinance. Trustee Heidtke seconded the motion.

DRAFT

Upon Roll Call the results were:

AYES: Trustees Leftakes, Heidtke, Patel, Swanson, Sprogis-Marohn

NAYS: None The motion passed.

Manager’s Report

Mr. Wiberg confirmed that the Budget Workshop will be held in Council Chambers on February 13 at 6 P.M .

This meeting is open to the public

Board and Commissions Report

None

Village Clerk’s Report

Any resident who will be unable to vote on April 9 needs to contact the office of the Village Clerk to request an absentee ballot request form, which will be mailed to the address selected by the resident as soon as they are received by the Clerk’s office. When ready, these ballot requests will also be available on the website of the Cook County Clerk.

Trustee Reports

None

Public Forum

None

Adjournment to Executive Session

Trustee Patel moved to adjourn to Village Board Executive Session at 8:00 P.M. for the purpose of discussion of Personnel and Potential Litigation, seconded by Trustee Leftakes.

Upon Roll Call the results were:

AYES: Trustees Patel, Leftakes, Sprogis-Marohn, Swanson, Heidtke

NAYS: None The motion passed

Reconvention

President Pro-Tem Elster reconvened the Village Board Meeting at 9:32 P.M.

Adjournment

Trustee Leftakes moved to adjourn the Regular Meeting of the Village Board meeting at 9:33 P.M., seconded by Trustee Sprogis-Marohn. The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: February 1, 2013

The following are the totals for the List of Bills being presented at the February 5th Village Board meeting.

02/05/2013	\$238,390.57
02/05/2013	466,043.75
02/05/2013	182,959.72
02/05/2013	222,559.17
Total	<hr/> \$ 1,109,953.21

Accounts Payable To Be Paid Proof List

User: jmm
Printed: 01/28/2013 - 1:54 PM
Batch: 100-02-2013



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
American Express										
AMEREXP										
31083010313	01/03/2013	3,108.88	0.00	02/05/2013	New mattresses for bunk room		-		No	0000
101-350-512-5799	Other materials & supplies									
31083010313	01/03/2013	360.80	0.00	02/05/2013	Cook ware		-		No	0000
101-350-512-5799	Other materials & supplies									
31083010313	01/03/2013	402.85	0.00	02/05/2013	Mattress covers		-		No	0000
101-350-512-5799	Other materials & supplies									
31083010313	01/03/2013	-258.99	0.00	02/05/2013	Credit for sales tax		-		No	0000
101-350-512-5799	Other materials & supplies									
	31083010313 Total:	3,613.54								
31083010613	01/06/2013	154.77	0.00	02/05/2013	Vehicle battery		-		No	0000
101-350-512-5740	Repair parts									
	31083010613 Total:	154.77								
31083010713	01/07/2013	427.00	0.00	02/05/2013	Get Well cards		-		No	0000
101-350-512-5730	Program supplies									
	31083010713 Total:	427.00								
31083122912	12/29/2012	149.00	0.00	02/05/2013	Repairs to refrigerator		-		No	0000
101-350-512-5730	Program supplies									
	31083122912 Total:	149.00								
31083123012	12/30/2012	346.68	0.00	02/05/2013	Vehicle batteries		-		No	0000
101-350-512-5740	Repair parts									
31083123012	12/30/2012	-9.82	0.00	02/05/2013	Credit for returned core		-		No	0000
101-350-512-5740	Repair parts									
	31083123012 Total:	336.86								
31117121112	12/11/2012	-33.10	0.00	02/05/2013	Amtrak ticket to Springfield		-		No	0000
101-100-511-5850	Purchased Transportation									
	31117121112 Total:	-33.10								
31117123112	12/31/2012	11.24	0.00	02/05/2013	Glass protectors for I phone		-		No	0000
101-100-511-5700	Office supplies									
	31117123112 Total:	11.24								
31133011113	01/11/2013	45.00	0.00	02/05/2013	Membership fees		-		No	0000
101-210-511-5725	Bank & Credit Card Fees									
	31133011113 Total:	45.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
31158121412	12/14/2012	250.00	0.00	02/05/2013	Recruitment for Accountant		-			No 0000
101-200-511-5510	Advertising									
31158121412	12/14/2012	150.00	0.00	02/05/2013	Recruitment for Accountant		-			No 0000
101-200-511-5510	Advertising									
	31158121412 Total:	400.00								
32008010913	01/09/2013	13.98	0.00	02/05/2013	Invitations for Employee recognition		-			No 0000
101-200-511-5799	Other materials & supplies									
	32008010913 Total:	13.98								
32008121312	12/13/2012	51.78	0.00	02/05/2013	Lunch with new employee		-			No 0000
101-200-511-5840	Meals									
	32008121312 Total:	51.78								
3307011013	01/10/2013	3.65	0.00	02/05/2013	Corrected registration Sweeper #1		-			No 0000
101-440-513-5480	R&M - vehicles									
	3307011013 Total:	3.65								
33071121812	12/18/2012	203.80	0.00	02/05/2013	Garage door remotes replacement		-			No 0000
101-440-513-5730	Program supplies									
33071121812	12/18/2012	56.90	0.00	02/05/2013	Garage door remotes replacement		-			No 0000
660-620-519-5730	Program supplies									
	33071121812 Total:	260.70								
33071122712	12/27/2012	146.90	0.00	02/05/2013	Garage door remotes replacement		-			No 0000
660-620-519-5730	Program supplies									
33071122712	12/27/2012	203.80	0.00	02/05/2013	Garage door remotes replacement		-			No 0000
205-430-515-5730	Program supplies									
	33071122712 Total:	350.70								
34145011113	01/11/2013	45.00	0.00	02/05/2013	Membership fees		-			No 0000
205-500-515-5725	Credit card charges									
	34145011113 Total:	45.00								
34145121412	12/14/2012	4.00	0.00	02/05/2013	Brithday party fonts		-			No 0000
205-502-515-5730	Program supplies									
	34145121412 Total:	4.00								
34145121712	12/17/2012	700.00	0.00	02/05/2013	Lincolnshire senior trip		-			No 0000
205-570-515-5270	Purchased program services									
34145121712	12/17/2012	133.68	0.00	02/05/2013	Club kid crafts		-			No 0000
205-520-515-5730	Program supplies									
	34145121712 Total:	833.68								
	AMEREXP Total:	6,667.80								
	American Express Total:	6,667.80								
AT & T										
ATT										
847674604305	05/19/2012	22,627.87	0.00	02/05/2013	Minimum Annual Revenue		-			No 0000
101-210-511-5580	Telephone				Commitment					

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #	
847674604305	05/19/2012	376.99	0.00	02/05/2013	Minimum Annual Revenue		-			No	0000
205-560-515-5580	Telephone				Commitment						
847674604305	05/19/2012	5,164.14	0.00	02/05/2013	Minimum Annual Revenue		-			No	0000
660-610-519-5580	Telephone				Commitment						
	847674604305 Total:	28,169.00									
	ATT Total:	28,169.00									
	AT & T Total:	28,169.00									
AT&T											
AT&T											
773R07163612	12/28/2012	77.11	0.00	02/05/2013	Telephone services/E911		-			No	0000
215-000-512-5580	Telephone										
	773R07163612 Total:	77.11									
847734584012	01/07/2013	1,198.37	0.00	02/05/2013	Telephone services/E911		-			No	0000
215-000-512-5580	Telephone										
	847734584012 Total:	1,198.37									
847734584312	01/07/2013	343.23	0.00	02/05/2013	Telephone services/E911		-			No	0000
215-000-512-5580	Telephone										
	847734584312 Total:	343.23									
	AT&T Total:	1,618.71									
	AT&T Total:	1,618.71									
AT&T Long Distance											
AT&TLONG											
816614078	01/04/2013	15.54	0.00	02/05/2013	Long Distance 816614078		-			No	0000
215-000-512-5580	Telephone										
	816614078 Total:	15.54									
	AT&TLONG Total:	15.54									
	AT&T Long Distance Total:	15.54									
City of Chicago Dept of Water											
CTYOFCHI											
430883-430883	01/10/2013	55,725.00	0.00	02/05/2013	Water - 11/14/12-12/13/12		-			No	0000
660-620-519-5790	Water purchases										
	430883-430883 Total:	55,725.00									
430884-430884	01/10/2013	48,562.50	0.00	02/05/2013	Water - 11/14/12-12/13/12		-			No	0000
660-620-519-5790	Water purchases										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	430884-430884 Total:	48,562.50								
	CTYOFCHI Total:	104,287.50								
	City of Chicago Dept of Water Total:	104,287.50								
Comcast Cable										
COMCAST										
COM01112013	01/11/2013	106.00	0.00	02/05/2013	Internet Service/Village Hall		-		No	0000
101-250-511-5580	Telephone									
COM01112013	01/11/2013	66.95	0.00	02/05/2013	Internet Service/Pump House		-		No	0000
660-610-519-5580	Telephone									
	COM01112013 Total:	172.95								
	COMCAST Total:	172.95								
	Comcast Cable Total:	172.95								
Commonwealth Edison										
COMED										
0008132018	01/11/2013	43.63	0.00	02/05/2013	Electrical/Kostner/Morse/12/7-1/10		-		No	0000
101-440-513-5785	Utilities - public way									
	0008132018 Total:	43.63								
0104767008	01/14/2013	1,716.75	0.00	02/05/2013	Electrical/Pump Station/12/10-1/11		-		No	0000
660-620-519-5785	Utilities - public way									
	0104767008 Total:	1,716.75								
0592075011	12/28/2012	2,168.89	0.00	02/05/2013	Master Acct/Street Lighting		-		No	0000
101-440-513-5785	Utilities - public way									
	0592075011 Total:	2,168.89								
0933017059	01/10/2013	439.35	0.00	02/05/2013	Electrical/6754 N Cicero/12/7-1/9		-		No	0000
101-440-513-5785	Utilities - public way									
	0933017059 Total:	439.35								
1700394002	01/14/2013	23.23	0.00	02/05/2013	Electrical/ES Crawford/12/8-1/11		-		No	0000
101-440-513-5785	Utilities - public way									
	1700394002 Total:	23.23								
1784059008	01/11/2013	528.60	0.00	02/05/2013	Electrical/NS Morse/12/7-1/10		-		No	0000
101-440-513-5785	Utilities - public way									
	1784059008 Total:	528.60								
1784346006	01/11/2013	334.54	0.00	02/05/2013	Electrical/SS Touhy/12/6-1/13		-		No	0000
101-440-513-5785	Utilities - public way									
	1784346006 Total:	334.54								
1784521009	01/10/2013	17.53	0.00	02/05/2013	Electrical/WS Cicero/12/7-1/09		-		No	0000
101-440-513-5785	Utilities - public way									
	1784521009 Total:	17.53								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2028043041	01/09/2013	4,061.78	0.00	02/05/2013	Master Acct/Street Lighting		-			No 0000
101-440-513-5785	Utilities - public way									
	2028043041 Total:	4,061.78								
2187009072	01/04/2013	385.79	0.00	02/05/2013	Electrical/7000 McCormick/12/3-1/3		-			No 0000
101-440-513-5785	Utilities - public way									
	2187009072 Total:	385.79								
2456252003	01/08/2013	15.62	0.00	02/05/2013	Electrical/SS Albion/12/8-1/4		-			No 0000
101-440-513-5785	Utilities - public way									
	2456252003 Total:	15.62								
2631087013	01/10/2013	103.48	0.00	02/05/2013	Electrical/6851 Central Park/12/6-1/9		-			No 0000
101-440-513-5785	Utilities - public way									
	2631087013 Total:	103.48								
2649157097	01/07/2013	193.83	0.00	02/05/2013	Electrical/3550 Pratt/12/3-1/4		-			No 0000
101-440-513-5785	Utilities - public way									
	2649157097 Total:	193.83								
3462712002	01/09/2013	246.56	0.00	02/05/2013	Electrical/Water Tower/12/5-1/8		-			No 0000
660-620-519-5785	Utilities - public way									
	3462712002 Total:	246.56								
4413156059	01/14/2013	99.14	0.00	02/05/2013	Electrical/7300 Cicero/12/10-1/11		-			No 0000
101-440-513-5785	Utilities - public way									
	4413156059 Total:	99.14								
4791110064	01/14/2013	286.96	0.00	02/05/2013	Electrical/3928 W Touhy/12/10-1/11		-			No 0000
101-440-513-5785	Utilities - public way									
	4791110064 Total:	286.96								
57221-35010	01/10/2013	188.29	0.00	02/05/2013	Master Account / Street Lighting		-			No 0000
101-440-513-5785	Utilities - public way									
	57221-35010 Total:	188.29								
	COMED Total:	10,853.97								
Commonwealth Edison Total:		10,853.97								
Cook County Recorder of Deeds										
COOKCOUN										
INV351123112	12/31/2012	50.00	0.00	02/05/2013	Recording fees - 1235216076		-			No 0000
101-230-511-5399	Other professional services									
	INV351123112 Total:	50.00								
	COOKCOUN Total:	50.00								
Cook County Recorder of Deeds Total:		50.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Currie Motors										
CURRIEMO										
10913	01/09/2013	737.00	0.00	02/05/2013	Backup camera for 2013 Ford		-		No	0000
101-300-561-6580	Equipment - vehicles									
	10913 Total:	737.00								
	CURRIEMO Total:	737.00								
	Currie Motors Total:	737.00								
Fedex										
FEDEX										
898935369538	01/04/2013	18.50	0.00	02/05/2013	Shipping / Holland & Knight		-		No	0000
101-210-511-5720	Postage									
	898935369538 Total:	18.50								
	FEDEX Total:	18.50								
	Fedex Total:	18.50								
FIA Card Services										
FIACARD										
2598010413	01/04/2013	24.58	0.00	02/05/2013	Computer supplies		-		No	0000
101-300-512-5640	Computer supplies									
2598010413	01/04/2013	209.79	0.00	02/05/2013	Program supplies		-		No	0000
101-300-512-5730	Program supplies									
	2598010413 Total:	234.37								
2598010813	01/08/2013	56.56	0.00	02/05/2013	Vehicle Maintenance		-		No	0000
101-300-512-5480	R&M - vehicles									
	2598010813 Total:	56.56								
2598121012	12/10/2012	-109.00	0.00	02/05/2013	Program supply credit		-		No	0000
101-300-512-5730	Program supplies									
	2598121012 Total:	-109.00								
2598121112	12/11/2012	120.00	0.00	02/05/2013	Professional Assoc		-		No	0000
101-300-512-5570	Professional associations									
	2598121112 Total:	120.00								
2598121712	12/17/2012	99.99	0.00	02/05/2013	Training		-		No	0000
101-300-512-5590	Training									
	2598121712 Total:	99.99								
2598121912	12/19/2012	35.60	0.00	02/05/2013	Program supplies		-		No	0000
101-130-511-5730	Program supplies									
	2598121912 Total:	35.60								
3446010313	01/03/2013	190.00	0.00	02/05/2013	Membership IPELRA		-		No	0000
101-200-511-5570	Professional associations									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	3446010313 Total:	190.00								
3446010413	01/04/2013	128.00	0.00	02/05/2013	Fred pryor training - Finance Dept		-		No	0000
101-210-511-5590	Training									
	3446010413 Total:	128.00								
3446010513	01/05/2013	25.00	0.00	02/05/2013	New Hire ad for accountant		-		No	0000
101-200-511-5510	Advertising									
	3446010513 Total:	25.00								
3446122412	12/24/2012	40.00	0.00	02/05/2013	Ipass auto replenishment		-		No	0000
101-210-511-5820	Local mileage, parking & tolls									
	3446122412 Total:	40.00								
3462010213	01/02/2013	11.25	0.00	02/05/2013	Olive Garden - Senior luncheon		-		No	0000
205-570-515-5645	Concessions & food									
	3462010213 Total:	11.25								
3462010913	01/09/2013	15.00	0.00	02/05/2013	Plug n Play - Recrtac online		-		No	0000
205-500-515-5725	Credit card charges									
	3462010913 Total:	15.00								
9067010413	01/03/2013	33.25	0.00	02/05/2013	WalMart/Club kid supplies		-		No	0000
205-520-515-5730	Program supplies									
9067010413	01/04/2013	41.86	0.00	02/05/2013	Market Place/Club kid snack		-		No	0000
205-520-515-5645	Concessions & food									
	9067010413 Total:	75.11								
9067121412	12/14/2012	28.93	0.00	02/05/2013	Fresh Farms/Club kid snack		-		No	0000
205-520-515-5645	Concessions & food									
9067121412	12/14/2012	25.84	0.00	02/05/2013	WalMart/Club kid snack		-		No	0000
205-520-515-5645	Concessions & food									
	9067121412 Total:	54.77								
9917120612	12/06/2012	5.98	0.00	02/05/2013	Factory card outlet - tot supplies		-		No	0000
205-502-515-5730	Program supplies									
	9917120612 Total:	5.98								
9917121112	12/11/2012	8.00	0.00	02/05/2013	Lettering Delights - senior newsletter		-		No	0000
205-570-515-5730	Program supplies									
	9917121112 Total:	8.00								
9917121212	12/12/2012	9.49	0.00	02/05/2013	Bar Louie - Senior lunch chaperone		-		No	0000
205-570-515-5645	Concessions & food									
	9917121212 Total:	9.49								
9917121412	12/14/2012	446.75	0.00	02/05/2013	four Seasons - Senior lunch		-		No	0000
205-570-515-5645	Concessions & food									
	9917121412 Total:	446.75								
	FIACARD Total:	1,446.87								
	FIA Card Services Total:	1,446.87								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Groot Recycling & Waste Serv										
GROOT										
8908135	12/31/2012	399.97	0.00	02/05/2013	Public Works/22280-002		-			No 0000
101-440-514-5230	Garbage & recycling									
	8908135 Total:	399.97								
8908214	01/01/2013	53,717.04	0.00	02/05/2013	Community Pick up/1229-001		-			No 0000
101-440-514-5230	Garbage & recycling									
	8908214 Total:	53,717.04								
8908215	01/01/2013	656.93	0.00	02/05/2013	School District/1230-001		-			No 0000
101-440-514-5230	Garbage & recycling									
	8908215 Total:	656.93								
9008597	01/01/2013	2,757.47	0.00	02/05/2013	Multi Family pickup/1231-001		-			No 0000
101-440-514-5230	Garbage & recycling									
	9008597 Total:	2,757.47								
	GROOT Total:	57,531.41								
Groot Recycling & Waste Serv Total:		57,531.41								
Lowe's Business Acc/GECF										
LOWES										
05262	01/04/2013	42.73	0.00	02/05/2013	Garden hose for apparatus floor		-			No 0000
101-350-512-5799	Other materials & supplies									
	05262 Total:	42.73								
07760	01/24/2013	109.96	0.00	02/05/2013	Assorted Batteries		-			No 0000
101-350-512-5799	Other materials & supplies									
	07760 Total:	109.96								
1389	01/11/2013	90.45	0.00	02/05/2013	Washer, seal, bit holder for PW gutters		-			No 0000
101-420-511-5405	R&M - buildings									
	1389 Total:	90.45								
16435	01/12/2013	13.26	0.00	02/05/2013	Light bulbs		-			No 0000
101-350-512-5799	Other materials & supplies									
	16435 Total:	13.26								
2024	01/08/2013	46.20	0.00	02/05/2013	Union, drill, tubing for Village Hall		-			No 0000
101-420-511-5405	R&M - buildings									
	2024 Total:	46.20								
2052	01/08/2013	9.95	0.00	02/05/2013	Cable ties for Village Hall		-			No 0000
101-420-511-5405	R&M - buildings									
	2052 Total:	9.95								
2064	01/08/2013	75.48	0.00	02/05/2013	Concrete angel, fiberglass, screws		-			No 0000
101-420-511-5405	R&M - buildings									
	2064 Total:	75.48								
2108	01/09/2013	467.39	0.00	02/05/2013	Steel, bit set, plywood, washer		-			No 0000
205-430-515-5730	Program supplies									
	2108 Total:	467.39								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2125	01/09/2013	141.55	0.00	02/05/2013	Dewalt 1/2inch pistol		-			No 0000
205-430-515-5745	Small tools									
	2125 Total:	141.55								
2412	01/14/2013	31.77	0.00	02/05/2013	PVC, Couplings for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2412 Total:	31.77								
2415	01/14/2013	2.44	0.00	02/05/2013	Adapters for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2415 Total:	2.44								
2443	01/15/2013	30.97	0.00	02/05/2013	PVC Pipes, PVC cement		-			No 0000
101-420-511-5405	R&M - buildings									
	2443 Total:	30.97								
2463	01/15/2013	5.69	0.00	02/05/2013	Brite aluminum for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2463 Total:	5.69								
2499	01/15/2013	50.52	0.00	02/05/2013	Ceiling panel, lock dust for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2499 Total:	50.52								
2535	01/16/2013	28.48	0.00	02/05/2013	Blade for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2535 Total:	28.48								
2592	01/16/2013	86.52	0.00	02/05/2013	Nut, elbow, washers couplings for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2592 Total:	86.52								
2644	01/17/2013	49.99	0.00	02/05/2013	Switch box, connection for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2644 Total:	49.99								
2645	01/03/2013	48.00	0.00	02/05/2013	Nails for shed house		-			No 0000
101-420-511-5405	R&M - buildings									
	2645 Total:	48.00								
2673	01/17/2013	325.26	0.00	02/05/2013	PVC box, adapter, tape, brushes		-			No 0000
101-420-511-5405	R&M - buildings									
	2673 Total:	325.26								
2702	01/17/2013	6.82	0.00	02/05/2013	Bracket, riser for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2702 Total:	6.82								
2713	01/17/2013	28.48	0.00	02/05/2013	Quad and cable for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2713 Total:	28.48								
2749	01/04/2013	82.14	0.00	02/05/2013	Clips, cable, laminated steel		-			No 0000
101-440-513-5730	Program supplies									
	2749 Total:	82.14								
7577815	01/07/2013	13.58	0.00	02/05/2013	Cable ties for temporary stop signs		-			No 0000
101-300-512-5730	Program supplies									
	7577815 Total:	13.58								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
79313	01/08/2013	139.05	0.00	02/05/2013	Screws for top soil tent		-			No 0000
101-420-511-5405	R&M - buildings									
	79313 Total:	139.05								
79457	01/11/2013	952.29	0.00	02/05/2013	Plywood for Proesel Park		-			No 0000
205-430-515-5730	Program supplies									
	79457 Total:	952.29								
8609	01/18/2013	1.78	0.00	02/05/2013	Padlock key for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	8609 Total:	1.78								
	LOWES Total:	2,880.75								
	<hr/>									
	Lowe's Business Acc/GECF Total:	2,880.75								
	<hr/>									
Marc Printing										
MARCP										
01222013	01/22/2013	703.34	0.00	02/05/2013	Postage for mailing water bills		-			No 0000
660-610-519-5720	Postage									
	01222013 Total:	703.34								
	MARCP Total:	703.34								
	<hr/>									
	Marc Printing Total:	703.34								
	<hr/>									
National Award Service, Inc.										
NATIONAA										
298675A	01/09/2013	210.00	0.00	02/05/2013	Plaque for donation bench		-			No 0000
101-440-513-5250	Landscaping services									
298675A	01/09/2013	12.67	0.00	02/05/2013	Shipping/handling		-			No 0000
101-440-513-5250	Landscaping services									
	298675A Total:	222.67								
	NATIONAA Total:	222.67								
	<hr/>									
	National Award Service, Inc. Total:	222.67								
	<hr/>									
Nicor Gas										
NICOR										
21-46-84-00003	01/14/2013	362.08	0.00	02/05/2013	Natural gas-Pool-12/8-1/8		-			No 0000
205-560-515-5780	Utilities - government buildin									
	21-46-84-00003 Total:	362.08								
21-84-84-00004	01/08/2013	465.40	0.00	02/05/2013	Natural gas-Pump Station-12/6-1/8		-			No 0000
660-620-519-5780	Utilities - government buildin									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	21-84-84-00004 Total:	465.40								
31-46-84-00002	01/15/2013	169.16	0.00	02/05/2013	Natural gas-Parks & Rec-12/7-1/7		-		No	0000
205-560-515-5780	Utilities - government buildin									
	31-46-84-00002 Total:	169.16								
70-61-47-04487	01/09/2013	69.01	0.00	02/05/2013	Natural gas-7055 Kostner-12/7-1/9		-		No	0000
205-560-515-5780	Utilities - government buildin									
	70-61-47-04487 Total:	69.01								
	NICOR Total:	1,065.65								
	<hr/>									
	Nicor Gas Total:	1,065.65								
	<hr/>									
PAETEC										
PAETEC										
54425601	01/01/2013	361.97	0.00	02/05/2013	PRI/Public Works phone system		-		No	0000
660-610-519-5580	Telephone									
	54425601 Total:	361.97								
	PAETEC Total:	361.97								
	<hr/>									
	PAETEC Total:	361.97								
	<hr/>									
Palatine Oil, Co, Inc.										
PALAT										
484038	01/30/2013	844.45	0.00	02/05/2013	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
484038	01/30/2013	935.14	0.00	02/05/2013	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
484038	01/30/2013	374.21	0.00	02/05/2013	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
484038	01/30/2013	340.29	0.00	02/05/2013	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
	484038 Total:	2,494.09								
484069	01/30/2013	3,023.02	0.00	02/05/2013	Fuel usage		-		No	0000
101-300-512-5670	Fuel									
484069	01/30/2013	90.31	0.00	02/05/2013	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
484069	01/30/2013	250.99	0.00	02/05/2013	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
484069	01/30/2013	289.40	0.00	02/05/2013	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
484069	01/30/2013	262.43	0.00	02/05/2013	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
	484069 Total:	3,916.15								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
484670	01/24/2013	970.39	0.00	02/05/2013	Fuel Usage		-		No	0000
101-350-512-5670	Fuel									
484670	01/24/2013	621.06	0.00	02/05/2013	Fuel Usage		-		No	0000
101-440-513-5670	Fuel									
484670	01/24/2013	638.55	0.00	02/05/2013	Fuel Usage		-		No	0000
205-430-515-5670	Fuel									
484670	01/24/2013	935.06	0.00	02/05/2013	Fuel Usage		-		No	0000
660-620-519-5670	Fuel									
	484670 Total:	3,165.06								
484671	01/22/2013	4,446.47	0.00	02/05/2013	Fuel usage		-		No	0000
101-300-512-5670	Fuel									
484671	01/22/2013	180.65	0.00	02/05/2013	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
484671	01/22/2013	106.72	0.00	02/05/2013	Fuel usage		-		No	0000
101-400-511-5670	Fuel									
484671	01/22/2013	114.43	0.00	02/05/2013	Fuel usage		-		No	0000
101-420-511-5670	Fuel									
484671	01/22/2013	324.97	0.00	02/05/2013	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
484671	01/22/2013	385.41	0.00	02/05/2013	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
484671	01/22/2013	668.59	0.00	02/05/2013	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
	484671 Total:	6,227.24								
	PALAT Total:	15,802.54								
	Palatine Oil, Co, Inc. Total:	15,802.54								
Printwell Printing										
PRINTWEL										
42190	11/29/2012	226.58	0.00	02/05/2013	Stop work notice pad's		-		No	0000
101-220-512-5560	Printing & copying services									
	42190 Total:	226.58								
42459	01/23/2013	790.47	0.00	02/05/2013	Property maintenance tag		-		No	0000
101-220-512-5560	Printing & copying services									
	42459 Total:	790.47								
	PRINTWEL Total:	1,017.05								
	Printwell Printing Total:	1,017.05								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Safeway Inc										
DOMINICK										
01152013	01/15/2013	63.28	0.00	02/05/2013	Water, pop, supplies for Village Hall		-		No	0000
101-100-511-5840	Meals									
	01152013 Total:	63.28								
432025	01/04/2013	32.49	0.00	02/05/2013	Club Kid/Concessions January snack		-		No	0000
205-520-515-5645	Concessions & food									
	432025 Total:	32.49								
722153	01/09/2013	9.99	0.00	02/05/2013	Club Kid - Paper plates for snack		-		No	0000
205-520-515-5645	Concessions & food									
722153	01/09/2013	2.59	0.00	02/05/2013	Daddy daughter dance - craft		-		No	0000
205-504-515-5730	Program supplies									
	722153 Total:	12.58								
722156	01/09/2013	15.99	0.00	02/05/2013	Coffee for Parks & Rec office		-		No	0000
205-500-515-5700	Office supplies									
	722156 Total:	15.99								
	DOMINICK Total:	124.34								
	Safeway Inc Total:	124.34								
Sam's Club										
SAMSCL										
7251	01/18/2013	191.40	0.00	02/05/2013	Brackets for new monitors		-		No	0000
101-300-512-5730	Program supplies									
	7251 Total:	191.40								
SAMS142013	01/04/2013	188.00	0.00	02/05/2013	Club Kid food concessions		-		No	0000
205-520-515-5645	Concessions & food									
	SAMS142013 Total:	188.00								
	SAMSCL Total:	379.40								
	Sam's Club Total:	379.40								
TB Entertainment										
TBE										
12130108	01/07/2013	150.00	0.00	02/05/2013	Entertainment for Senior concert		-		No	0000
205-570-515-5270	Purchased program services									
	12130108 Total:	150.00								
	TBE Total:	150.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
TB Entertainment Total:		150.00								
United States Postal Service										
USPOSTAL										
PB011513	01/15/2013	25.75	0.00	02/05/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB011513	01/15/2013	71.94	0.00	02/05/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB011513	01/15/2013	0.45	0.00	02/05/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB011513	01/15/2013	77.60	0.00	02/05/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB011513	01/15/2013	23.15	0.00	02/05/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB011513	01/15/2013	36.55	0.00	02/05/2013	Pitney Bowes postage		-		No	0000
205-500-515-5720	Postage									
PB011513	01/15/2013	47.87	0.00	02/05/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB011513	01/15/2013	1.10	0.00	02/05/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB011513	01/15/2013	543.05	0.00	02/05/2013	Pitney Bowes postage		-		No	0000
660-610-519-5720	Postage									
PB011513 Total:		827.46								
USPOSTAL Total:		827.46								
United States Postal Service Total:		827.46								
Verizon Wireless										
VERIZON										
2844789711	12/16/2012	1,091.93	0.00	02/05/2013	Cell phones - October 17 thru Nov 16		-		No	0000
101-210-511-5580	Telephone									
2844789711	12/16/2012	0.72	0.00	02/05/2013	Cell phones - October 17 thru Nov 16		-		No	0000
205-508-515-5580	Telephone									
2844789711	12/16/2012	50.83	0.00	02/05/2013	Cell phones - October 17 thru Nov 16		-		No	0000
205-520-515-5580	Telephone									
2844789711	12/16/2012	1.08	0.00	02/05/2013	Cell phones - October 17 thru Nov 16		-		No	0000
205-530-515-5580	Telephone									
2844789711	12/16/2012	0.54	0.00	02/05/2013	Cell phones - October 17 thru Nov 16		-		No	0000
205-560-515-5580	Telephone									
2844789711	12/16/2012	214.39	0.00	02/05/2013	Cell phones - October 17 thru Nov 16		-		No	0000
101-000-210-2650	Contractor Permits Payable									
2844789711	12/16/2012	455.11	0.00	02/05/2013	Cell phones - October 17 thru Nov 16		-		No	0000
660-610-519-5580	Telephone									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2844789711	12/16/2012	570.50	0.00	02/05/2013	Cell phones - October 17 thru Nov 16		-			No 0000
101-250-511-5580	Telephone									
	2844789711 Total:	2,385.10								
	VERIZON Total:	2,385.10								
	Verizon Wireless Total:	2,385.10								
Village of Lincolnwood										
VOL										
PC012113	01/21/2013	156.43	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
101-210-511-5820	Local mileage, parking & tolls									
PC012113	01/21/2013	5.13	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
101-100-511-5840	Meals									
PC012113	01/21/2013	85.00	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
101-200-511-5840	Meals									
PC012113	01/21/2013	41.50	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
101-350-512-5730	Program supplies									
PC012113	01/21/2013	11.12	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
101-240-517-5700	Office supplies									
PC012113	01/21/2013	9.30	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
101-240-517-5820	Local mileage, parking & tolls									
PC012113	01/21/2013	86.74	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
101-240-517-5799	Other materials & supplies									
PC012113	01/21/2013	15.00	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
205-500-515-5810	Conference & meeting registrat									
PC012113	01/21/2013	91.15	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
205-500-515-5820	Local mileage, parking & tolls									
PC012113	01/21/2013	23.14	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
205-500-515-5720	Postage									
PC012113	01/21/2013	280.00	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
205-500-515-5840	Meals									
PC012113	01/21/2013	70.00	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
205-570-515-5270	Purchased program services									
PC012113	01/21/2013	3.00	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
205-502-515-5730	Program supplies									
PC012113	01/21/2013	23.54	0.00	02/05/2013	Petty Cash reimbursement		-			No 0000
205-570-515-5645	Concessions & food									
	PC012113 Total:	901.05								
	VOL Total:	901.05								
	Village of Lincolnwood Total:	901.05								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
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Report Total:		238,390.57								
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Accounts Payable To Be Paid Proof List

User: jmm
 Printed: 01/29/2013 - 9:44 AM
 Batch: 101-02-2013



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Airgas										
AIRGAS										
9906821472	12/31/2012	117.82	0.00	02/05/2013	Oxygen cylinders for ambulances		-		No	0000
101-350-512-5660	EMS supplies									
	9906821472 Total:	117.82								
	AIRGAS Total:	117.82								
	<hr/>									
	Airgas Total:	117.82								
	<hr/>									
American Charge Service										
AMERCHAR										
12262012	12/26/2012	44.00	0.00	02/05/2013	Taxi coupons		-		No	0000
205-570-515-5280	Subsidized taxi program									
	12262012 Total:	44.00								
	AMERCHAR Total:	44.00								
	<hr/>									
	American Charge Service Total:	44.00								
	<hr/>									
Back Flow Solutions Inc										
BFSINC										
1838	01/01/2013	688.60	0.00	02/05/2013	Program Mgmt fee /Backlow program		-		No	0000
660-620-519-5399	Other professional services									
	1838 Total:	688.60								
	BFSINC Total:	688.60								
	<hr/>									
	Back Flow Solutions Inc Total:	688.60								
	<hr/>									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Canon Solutions America										
CANN										
6987905576	01/03/2013	166.30	0.00	02/05/2013	Finance monthly maintenance/3165NC		-		No	0000
101-210-511-5440	R&M - office equipment									
6987905576	01/03/2013	370.29	0.00	02/05/2013	Admin monthly maintenance/VP2060		-		No	0000
101-210-511-5440	R&M - office equipment									
	6987905576 Total:	536.59								
987905577	01/03/2013	188.97	0.00	02/05/2013	Maintenance for copier -		-		No	0000
101-210-511-5440	R&M - office equipment				EE403/January					
	987905577 Total:	188.97								
	CANN Total:	725.56								
Canon Solutions America Total:		725.56								
Chicago Communications, LLC										
CHGOCOMM										
242766	01/04/2013	24.03	0.00	02/05/2013	C.C.S. Maintenance - February 2013		-		No	0000
101-400-511-5410	R&M - communications equipment									
242766	01/04/2013	27.06	0.00	02/05/2013	C.C.S. Maintenance - February 2013		-		No	0000
101-410-511-5410	R&M - communications equipment									
242766	01/04/2013	34.59	0.00	02/05/2013	C.C.S. Maintenance - February 2013		-		No	0000
205-430-515-5410	R&M - communications equipment									
242766	01/04/2013	39.59	0.00	02/05/2013	C.C.S. Maintenance - February 2013		-		No	0000
660-620-519-5410	R&M - communications equipment									
242766	01/04/2013	50.08	0.00	02/05/2013	C.C.S. Maintenance - February 2013		-		No	0000
101-440-513-5410	R&M - communications equipment									
	242766 Total:	175.35								
IN118044	12/18/2012	1,618.00	0.00	02/05/2013	Mobile radios		-		No	0000
101-350-512-5730	Program supplies									
	IN118044 Total:	1,618.00								
	CHGOCOMM Total:	1,793.35								
Chicago Communications, LLC Total:		1,793.35								
Clark Baird Smith, LLP										
CLARKBAI										
2855	01/08/2013	1,426.25	0.00	02/05/2013	Legal services for personnel matters		-		No	0000
101-230-511-5399	Other professional services									
	2855 Total:	1,426.25								
	CLARKBAI Total:	1,426.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Clark Baird Smith, LLP Total:		1,426.25								
ClientFirst Consulting Group,										
CLIENTFI										
3005	12/31/2012	980.00	0.00	02/05/2013	Strategic planning updates		-		No	0000
101-250-511-5320	Consulting									
3005 Total:		980.00								
3006	12/31/2012	2,065.00	0.00	02/05/2013	Excipio consulting project		-		No	0000
101-200-511-5599	Other contractual									
3006 Total:		2,065.00								
3007	12/31/2012	1,236.25	0.00	02/05/2013	Public works video surveillance		-		No	0000
660-610-519-5330	Data processing									
3007 Total:		1,236.25								
3008	12/31/2012	85.00	0.00	02/05/2013	Adjudicaton contingency		-		No	0000
101-250-511-5340	Maintenance Agreement Expense									
3008 Total:		85.00								
3019	12/31/2012	5,747.50	0.00	02/05/2013	Staff support		-		No	0000
101-250-511-5320	Consulting									
3019 Total:		5,747.50								
CLIENTFI Total:		10,113.75								
ClientFirst Consulting Group, Total:		10,113.75								
Coca-Cola Bottling Company										
COCACOLA										
378152021	01/09/2013	124.80	0.00	02/05/2013	Pop for Village Hall		-		No	0000
101-210-511-5700	Office supplies									
378152021 Total:		124.80								
398301518	12/24/2012	95.04	0.00	02/05/2013	Pop for Police Dept		-		No	0000
101-210-511-5700	Office supplies									
398301518 Total:		95.04								
COCACOLA Total:		219.84								
Coca-Cola Bottling Company Total:		219.84								
Crown Victor										
CROWNV										
01082013	01/08/2013	26.00	0.00	02/05/2013	Refund Zumba gold		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
01082013 Total:		26.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	CROWN Total:	26.00								
	Crown Victor Total:	26.00								
EJ Equipment										
EJEQUIP										
52664	10/05/2012	348.80	0.00	02/05/2013	Glide strip, drive screws, pin, bearing		-		No	0000
101-440-513-5480	R&M - vehicles									
	52664 Total:	348.80								
	EJEQUIP Total:	348.80								
	EJ Equipment Total:	348.80								
Emcor Services Team Mechanical										
EMCOR										
00 3035630	01/04/2013	2,500.00	0.00	02/05/2013	Contract preventive maintenance/January		-		No	0000
101-420-511-5405	R&M - buildings									
	00 3035630 Total:	2,500.00								
	EMCOR Total:	2,500.00								
	Emcor Services Team Mechanical Total:	2,500.00								
ESRI										
ESRI										
92597555	01/09/2013	1,350.00	0.00	02/05/2013	ESRI-GIS - software annual license		-		No	0000
660-610-519-5330	Data processing									
92597555	01/09/2013	675.00	0.00	02/05/2013	ESRI-GIS - software annual license		-		No	0000
101-000-210-2650	Contractor Permits Payable									
92597555	01/09/2013	675.00	0.00	02/05/2013	ESRI-GIS - software annual license		-		No	0000
101-250-511-5340	Maintenance Agreement Expense									
	92597555 Total:	2,700.00								
	ESRI Total:	2,700.00								
	ESRI Total:	2,700.00								
FSCI Corporate Office										
FSCI										
2012-1267	01/04/2013	205.00	0.00	02/05/2013	Plan review/ Dec/3333 W. Touhy		-		No	0000
101-240-517-5399	Other professional services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	2012-1267 Total:	205.00								
2012-1288	01/04/2013	435.00	0.00	02/05/2013	Plan review/ Dec/3343 Touhy		-		No	0000
101-240-517-5399	Other professional services									
	2012-1288 Total:	435.00								
2012-1337	01/04/2013	280.00	0.00	02/05/2013	Plan review/ Dec/6485 Lincoln		-		No	0000
101-240-517-5399	Other professional services									
	2012-1337 Total:	280.00								
	FSCI Total:	920.00								
FSCI Corporate Office Total:		920.00								
GameTime										
GAMET										
817028	12/27/2012	3,546.00	0.00	02/05/2013	Mulch for playgrounds		-		No	0000
205-430-515-5730	Program supplies									
	817028 Total:	3,546.00								
	GAMET Total:	3,546.00								
GameTime Total:		3,546.00								
Gateway EDI										
GATEWAY										
7108011300	01/01/2013	167.06	0.00	02/05/2013	Claims transaction fee for ambulance		-		No	0000
101-000-410-4315	Ambulance & EMS fees									
	7108011300 Total:	167.06								
	GATEWAY Total:	167.06								
Gateway EDI Total:		167.06								
Global Emergency Products Inc										
GLOBALEN										
AGJ6600	12/26/2012	1,863.71	0.00	02/05/2013	Pump test and aerial inspection		-		No	0000
101-350-512-5480	R&M - vehicles									
	AGJ6600 Total:	1,863.71								
	GLOBALEN Total:	1,863.71								
Global Emergency Products Inc Total:		1,863.71								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Holland & Knight LLP										
HOLLAND										
2864996	12/31/2013	1,804.00	0.00	02/05/2013	Dec 2012 legal/Lincoln Devon TIF		-		No	0000
101-230-511-5370	Legal - review									
	2864996 Total:	1,804.00								
2864997	12/31/2013	1,590.00	0.00	02/05/2013	Dec 2012 legal/Purple hotel		-		No	0000
101-230-511-5370	Legal - review									
	2864997 Total:	1,590.00								
2864998	12/31/2013	598.00	0.00	02/05/2013	Dec 2012 legal/Misc Priv dockets		-		No	0000
101-230-511-5370	Legal - review									
	2864998 Total:	598.00								
2864999	12/31/2013	130.00	0.00	02/05/2013	Dec 2012 legal/US Cellular		-		No	0000
101-230-511-5370	Legal - review									
	2864999 Total:	130.00								
2865000	12/31/2013	3,732.00	0.00	02/05/2013	Dec 2012 legal/Shore Galleries		-		No	0000
101-230-511-5370	Legal - review									
	2865000 Total:	3,732.00								
2865001	12/31/2012	495.00	0.00	02/05/2013	Dec legal/Union Pacific Railroad abandon		-		No	0000
217-000-517-5399	Other professional services									
	2865001 Total:	495.00								
2865002	12/31/2013	2,663.98	0.00	02/05/2013	Dec 2012 legal/Continental Constr.		-		No	0000
101-230-511-5370	Legal - review									
	2865002 Total:	2,663.98								
2865003	12/31/2013	52.00	0.00	02/05/2013	Dec 2012 legal/Zoning code amend		-		No	0000
101-230-511-5370	Legal - review									
	2865003 Total:	52.00								
	HOLLAND Total:	11,064.98								
	Holland & Knight LLP Total:	11,064.98								
Illinois Fire Chiefs Associati										
ILFIREC										
13-733	01/02/2013	450.00	0.00	02/05/2013	2013 Membership dues		-		No	0000
101-350-512-5570	Professional associations									
	13-733 Total:	450.00								
	ILFIREC Total:	450.00								
	Illinois Fire Chiefs Associati Total:	450.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Iocca Genelle										
IOCCA										
1162013	01/16/2013	175.05	0.00	02/05/2013	Mileage reimbursement May - Dec 2012		-		No	0000
205-500-515-5820	Local mileage, parking & tolls									
	1162013 Total:	175.05								
	IOCCA Total:	175.05								
	Iocca Genelle Total:	175.05								
IRMA										
IRMA										
12122012	12/12/2012	444,330.00	0.00	02/05/2013	IRMA 2013 Contribution/insurance cost		-		No	0000
101-210-511-5260	Liability insurance									
12122012	12/12/2012	-39,990.00	0.00	02/05/2013	Less: deductible credit		-		No	0000
101-000-210-2649	Other deposits payable									
12122012	12/12/2012	-100,000.00	0.00	02/05/2013	Excess surplus credit		-		No	0000
101-000-110-1295	IRMA Member Surplus									
	12122012 Total:	304,340.00								
	IRMA Total:	304,340.00								
	IRMA Total:	304,340.00								
Kane McKenna & Associates										
KANEMKEN										
01162013	01/16/2013	4,051.95	0.00	02/05/2013	Payment #5, Devon-Lincoln TIF		-		No	0000
101-240-517-5399	Other professional services									
	01162013 Total:	4,051.95								
	KANEMKEN Total:	4,051.95								
	Kane McKenna & Associates Total:	4,051.95								
Lee Auto Parts										
LEEAUTOP										
442-226328	12/27/2012	20.37	0.00	02/05/2013	Belsts for truck #23		-		No	0000
101-440-513-5480	R&M - vehicles									
	442-226328 Total:	20.37								
442-226523	12/31/2012	39.89	0.00	02/05/2013	Fuel filter for truck #6		-		No	0000
101-440-513-5480	R&M - vehicles									
	442-226523 Total:	39.89								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	LEEAUTOP Total:	60.26								
	Lee Auto Parts Total:	60.26								
Lincolnwood Public Library										
LINCPUB										
1152013	01/15/2013	11.95	0.00	02/05/2013	Club kid - lost library book		-		No	0000
205-520-515-5799	Other materials & supplies									
	1152013 Total:	11.95								
	LINCPUB Total:	11.95								
	Lincolnwood Public Library Total:	11.95								
Liponi Foundation										
LIPONI										
01142013	01/14/2013	750.00	0.00	02/05/2013	LiPoni foundation fundraising dinner		-		No	0000
101-150-511-5810	Conference & meeting registrat									
	01142013 Total:	750.00								
	LIPONI Total:	750.00								
	Liponi Foundation Total:	750.00								
M.A.T.I.S Parts										
MATIS										
1209	12/14/2012	48.00	0.00	02/05/2013	Signal lights, mineral spirits belts		-		No	0000
101-350-512-5799	Other materials & supplies									
1209	12/14/2012	93.30	0.00	02/05/2013	Signal lights, mineral spirits belts		-		No	0000
101-350-512-5675	Lubricants & fluids									
1209	12/14/2012	714.79	0.00	02/05/2013	Signal lights, mineral spirits belts		-		No	0000
101-350-512-5740	Repair parts									
	1209 Total:	856.09								
	MATIS Total:	856.09								
	M.A.T.I.S Parts Total:	856.09								
Madison National Life										
MADISON										
1078274	12/17/2012	116.88	0.00	02/05/2013	Life Insurance		-		No	0000
101-200-511-5150	Insurance - group life & AD&D									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
1078274	12/17/2012	78.17	0.00	02/05/2013	Life Insurance		-		No	0000
101-210-511-5150	Insurance - group life & AD&D									
1078274	12/17/2012	77.62	0.00	02/05/2013	Life Insurance		-		No	0000
101-240-517-5150	Insurance - group life & AD&D									
1078274	12/17/2012	590.04	0.00	02/05/2013	Life Insurance		-		No	0000
101-300-512-5150	Insurance - group life & AD&D									
1078274	12/17/2012	14.78	0.00	02/05/2013	Life Insurance		-		No	0000
101-350-512-5150	Insurance - group life & AD&D									
1078274	12/17/2012	63.02	0.00	02/05/2013	Life Insurance		-		No	0000
101-400-511-5150	Insurance - group life & AD&D									
1078274	12/17/2012	31.23	0.00	02/05/2013	Life Insurance		-		No	0000
101-410-511-5150	Insurance - group life & AD&D									
1078274	12/17/2012	87.89	0.00	02/05/2013	Life Insurance		-		No	0000
101-440-513-5150	Insurance - group life & AD&D									
1078274	12/17/2012	60.78	0.00	02/05/2013	Life Insurance		-		No	0000
205-430-515-5150	Insurance - group life & AD&D									
1078274	12/17/2012	122.13	0.00	02/05/2013	Life Insurance		-		No	0000
205-500-515-5150	Insurance - group life & AD&D									
1078274	12/17/2012	86.96	0.00	02/05/2013	Life Insurance		-		No	0000
660-620-519-5150	Insurance - group life & AD&D									
	1078274 Total:	1,329.50								
	MADISON Total:	1,329.50								
	Madison National Life Total:	1,329.50								
Maine-Niles Association of Spe										
MNASR										
13-002	01/07/2013	957.96	0.00	02/05/2013	Inclusion services - January A		-		No	0000
205-580-515-5270	Purchased program services									
	13-002 Total:	957.96								
	MNASR Total:	957.96								
	Maine-Niles Association of Spe Total:	957.96								
Microsystems, Inc.										
MICROSYS										
1000067529	12/29/2012	2,049.00	0.00	02/05/2013	Scanning of Building documents		-		No	0000
101-250-511-6530	Equipment - data processing									
	1000067529 Total:	2,049.00								
	MICROSYS Total:	2,049.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Microsystems, Inc. Total:		2,049.00								
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Midwest Meter Inc										
MIDWESTM										
0040772-IN	10/30/2012	207.25	0.00	02/05/2013	MTU's wire connectors		-		No	0000
660-620-519-5796	Water system repair parts									
	0040772-IN Total:	207.25								
	MIDWESTM Total:	207.25								
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Midwest Meter Inc Total:		207.25								
<hr/>										
Motorola										
MOTOROLA										
13934758	12/21/2012	2,132.26	0.00	02/05/2013	Portable radios for new ambulance		-		No	0000
101-350-512-5665	Firefighting supplies									
	13934758 Total:	2,132.26								
	MOTOROLA Total:	2,132.26								
<hr/>										
Motorola Total:		2,132.26								
<hr/>										
National Award Service, Inc.										
NATIONAA										
297334A	11/29/2012	210.00	0.00	02/05/2013	HIAS donor plaque for bench		-		No	0000
101-440-513-5250	Landscaping services									
	297334A Total:	210.00								
	NATIONAA Total:	210.00								
<hr/>										
National Award Service, Inc. Total:		210.00								
<hr/>										
New Pig Corporation										
NEWPIG										
21004677-00	11/14/2012	144.35	0.00	02/05/2013	Rags for Vehicle shop		-		No	0000
101-410-511-5730	Program supplies									
	21004677-00 Total:	144.35								
	NEWPIG Total:	144.35								
<hr/>										
New Pig Corporation Total:		144.35								
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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
North Suburban Employee Benefi										
NSEBENEFF										
Dec-12	01/07/2013	60,161.00	0.00	02/05/2013	Employee Health Insurance -		-		No	0000
102-000-210-2027	Health insurance premium withh				December 12					
	Dec-12 Total:	60,161.00								
	NSEBENEFF Total:	60,161.00								
North Suburban Employee Benefi Total:		60,161.00								
Northern IL Fire Inspectors As										
NIFIA										
010113	01/01/2013	50.00	0.00	02/05/2013	Membership 2013		-		No	0000
101-350-512-5570	Professional associations									
	010113 Total:	50.00								
	NIFIA Total:	50.00								
Northern IL Fire Inspectors As Total:		50.00								
OFSI										
OCELEASE										
1985658	12/29/2012	342.01	0.00	02/05/2013	Lease Payment/CM5520 /Jan 2013		-		No	0000
101-000-210-2650	Contractor Permits Payable									
1985658	12/29/2012	373.50	0.00	02/05/2013	Lease Payment/CM5520 /Jan 2013		-		No	0000
205-500-515-5440	R&M - office equipment									
1985658	12/29/2012	317.00	0.00	02/05/2013	Lease Payment/CM5520 /Jan 2013		-		No	0000
101-210-511-5440	R&M - office equipment									
	1985658 Total:	1,032.51								
	OCELEASE Total:	1,032.51								
OFSI Total:		1,032.51								
PEP Boys										
PEPBOYS										
04790257883	01/08/2013	629.50	0.00	02/05/2013	Battery post cleaner, terminal charging		-		No	0000
101-350-512-5740	Repair parts									
	04790257883 Total:	629.50								
	PEPBOYS Total:	629.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	PEP Boys Total:	629.50								
<hr/>										
Photofax										
PHO										
93565	01/11/2013	1,640.00	0.00	02/05/2013	Professional review services		-		No	0000
101-230-511-5399	Other professional services									
	93565 Total:	1,640.00								
	PHO Total:	1,640.00								
<hr/>										
	Photofax Total:	1,640.00								
<hr/>										
PMI										
PMI										
0390591	01/07/2013	569.75	0.00	02/05/2013	Backboards		-		No	0000
101-350-512-5730	Program supplies									
	0390591 Total:	569.75								
0390626	01/07/2013	595.00	0.00	02/05/2013	Portable suction unit		-		No	0000
101-350-512-5730	Program supplies									
	0390626 Total:	595.00								
	PMI Total:	1,164.75								
<hr/>										
	PMI Total:	1,164.75								
<hr/>										
Power Equipment Leasing										
POWEREQU										
19199	11/06/2012	350.00	0.00	02/05/2013	Aerial lift inspection		-		No	0000
101-410-511-5460	R&M - public works equipment									
	19199 Total:	350.00								
	POWEREQU Total:	350.00								
<hr/>										
	Power Equipment Leasing Total:	350.00								
<hr/>										
Prairie Material Sales Inc										
PRAIRIEM										
88067809	10/31/2012	506.25	0.00	02/05/2013	2.5 cubic yards of concrete		-		No	0000
101-440-513-5769	Steet Materials - Other									
	88067809 Total:	506.25								
	PRAIRIEM Total:	506.25								
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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Prairie Material Sales Inc Total:		506.25								
Regional Emergency Dispatch										
REGIONAL										
222-13-02	01/15/2013	10,559.78	0.00	02/05/2013	February 2013 services		-		No	0000
101-350-512-5599	Other contractual									
	222-13-02 Total:	10,559.78								
	REGIONAL Total:	10,559.78								
Regional Emergency Dispatch Total:		10,559.78								
Robbins, Salomon & Patt, LTD										
RS&PLTD										
158520	01/11/2013	570.00	0.00	02/05/2013	Municipal Prosel/traffic violation/Dec		-		No	0000
101-230-511-5399	Other professional services									
	158520 Total:	570.00								
158521	01/11/2013	412.50	0.00	02/05/2013	Adjudicative hearing for Dec		-		No	0000
101-230-511-5399	Other professional services									
	158521 Total:	412.50								
	RS&PLTD Total:	982.50								
Robbins, Salomon & Patt, LTD Total:		982.50								
Russo Power Equipment										
RUSSO										
1488381	01/07/2013	1,490.93	0.00	02/05/2013	Chain saws		-		No	0000
101-440-513-5745	Small tools									
	1488381 Total:	1,490.93								
	RUSSO Total:	1,490.93								
Russo Power Equipment Total:		1,490.93								
Standard Equipment Company										
STANDARD										
C80037	12/10/2012	208.07	0.00	02/05/2013	float ball and hose guide roller		-		No	0000
101-440-513-5480	R&M - vehicles									
	C80037 Total:	208.07								
	STANDARD Total:	208.07								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Standard Equipment Company Total:		208.07								
Suburban Laboratories, Inc.										
SUBURB										
24188	12/30/2012	52.50	0.00	02/05/2013	Coliform testing/disinfectant products		-		No	0000
660-620-519-5320	Consulting									
24188 Total:		52.50								
SUBURB Total:		52.50								
Suburban Laboratories, Inc. Total:		52.50								
T.P.I. Building Code Consultan										
TPI										
6425	01/08/2013	795.50	0.00	02/05/2013	Plan review		-		No	0000
101-240-517-5399	Other professional services									
6425	01/08/2013	7,410.00	0.00	02/05/2013	In House		-		No	0000
101-240-517-5399	Other professional services									
6425	01/08/2013	-771.65	0.00	02/05/2013	Discount		-		No	0000
101-240-517-5399	Other professional services									
6425 Total:		7,433.85								
TPI Total:		7,433.85								
T.P.I. Building Code Consultan Total:		7,433.85								
Thompson Elevator Inspection S										
THOMPSO										
13-0052	01/07/2013	1,102.00	0.00	02/05/2013	29 semi annual elevator inspections		-		No	0000
101-240-517-5399	Other professional services									
13-0052 Total:		1,102.00								
THOMPSO Total:		1,102.00								
Thompson Elevator Inspection S Total:		1,102.00								
Total Administrative Serv Corp										
TASC										
3200182647	01/10/2013	881.10	0.00	02/05/2013	Administration Fees		-		No	0000
101-210-511-5195	Employee Benefit Expenses									
3200182647	01/10/2013	316.80	0.00	02/05/2013	Claim card fee		-		No	0000
101-210-511-5195	Employee Benefit Expenses									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	3200182647 Total:	1,197.90								
	TASC Total:	1,197.90								
Total Administrative Serv Corp Total:		1,197.90								
United Resource Systems										
UNITEDRE										
5275	12/31/2012	538.90	0.00	02/05/2013	Ambulance billing collection fee		-		No	0000
101-350-512-4315	Ambulance & EMS fees									
	5275 Total:	538.90								
	UNITEDRE Total:	538.90								
United Resource Systems Total:		538.90								
Wells Fargo Bank, N.A.										
SWANC										
4425	01/01/2013	1,549.63	0.00	02/05/2013	Fixed Costs - Services / February 2013		-		No	0000
101-440-514-5230	Garbage & recycling									
4425	01/01/2013	21,606.20	0.00	02/05/2013	O & M Costs - Services / February 2013		-		No	0000
101-440-514-5230	Garbage & recycling									
4425	01/01/2013	-402.01	0.00	02/05/2013	FY 12 Fixed True Up		-		No	0000
101-440-514-5230	Garbage & recycling									
4425	01/01/2013	-4,255.40	0.00	02/05/2013	FY 12 O & M True Up		-		No	0000
101-440-514-5230	Garbage & recycling									
	4425 Total:	18,498.42								
	SWANC Total:	18,498.42								
Wells Fargo Bank, N.A. Total:		18,498.42								
Work' N Gear, LLC										
WRKNGEAR										
HA3939	11/13/2012	99.99	0.00	02/05/2013	Clothing allowance		-		No	0000
205-430-515-5070	Uniform allowance									
	HA3939 Total:	99.99								
HA3941	11/13/2012	321.00	0.00	02/05/2013	Clothing allowance		-		No	0000
205-430-515-5070	Uniform allowance									
	HA3941 Total:	321.00								
HA3943	11/13/2012	13.97	0.00	02/05/2013	Clothing allowance		-		No	0000
205-430-515-5070	Uniform allowance									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
HA3943	11/13/2012	375.99	0.00	02/05/2013	Clothing allowance		-			No 0000
101-440-513-5070	Uniform allowance									
	HA3943 Total:	389.96								
HA3944	11/13/2012	37.51	0.00	02/05/2013	Clothing allowance		-			No 0000
101-440-513-5070	Uniform allowance									
HA3944	11/13/2012	327.47	0.00	02/05/2013	Clothing allowance		-			No 0000
660-620-519-5070	Uniform allowance									
	HA3944 Total:	364.98								
HA4285	11/19/2012	85.00	0.00	02/05/2013	Clothing allowance		-			No 0000
660-620-519-5070	Uniform allowance									
	HA4285 Total:	85.00								
HA4584	11/26/2012	45.00	0.00	02/05/2013	Clothing allowance		-			No 0000
660-620-519-5070	Uniform allowance									
	HA4584 Total:	45.00								
	WRKNGEAR Total:	1,305.93								
Work' N Gear, LLC Total:		1,305.93								
Ziebell Water Service Product										
ZIEBELLW										
219118-000	12/28/2012	1,147.62	0.00	02/05/2013	Gasket, couplings, pins for fire hydrant		-			No 0000
660-620-519-5796	Water system repair parts									
	219118-000 Total:	1,147.62								
	ZIEBELLW Total:	1,147.62								
Ziebell Water Service Product Total:		1,147.62								
Report Total:		466,043.75								

Accounts Payable To Be Paid Proof List

User: jmm
 Printed: 01/29/2013 - 9:50 AM
 Batch: 102-02-2013



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Able Service & Supply										
ABLESERV										
125374	01/08/2013	30.59	0.00	02/05/2013	Paper towel dispenser		-		No	0000
101-350-512-5799	Other materials & supplies									
	125374 Total:	30.59								
	ABLESERV Total:	30.59								
Able Service & Supply Total:		30.59								
Active Electrical Supply Co.,										
ACTIVELE										
10359625-00	01/07/2013	269.92	0.00	02/05/2013	Ballast for Pump House		-		No	0000
660-620-519-5405	R&M - buildings									
	10359625-00 Total:	269.92								
	ACTIVELE Total:	269.92								
Active Electrical Supply Co., Total:		269.92								
Advocate Occupational Health										
ADVOCA										
469402	01/02/2013	541.00	0.00	02/05/2013	Drug screening		-		No	0000
101-200-511-5599	Other contractual									
	469402 Total:	541.00								
	ADVOCA Total:	541.00								
Advocate Occupational Health Total:		541.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Air One Equipment										
AIRONE										
85134	01/16/2013	209.00	0.00	02/05/2013	SCBA compressor repair		-			No 0000
101-350-512-5430	R&M - Fire & EMS equipment									
	85134 Total:	209.00								
	AIRONE Total:	209.00								
Air One Equipment Total:		209.00								
American Planning Association										
AMERPLNA										
125930-12114	12/28/2012	285.00	0.00	02/05/2013	APA Membership		-			No 0000
101-000-210-2620	Contractor bonds payable									
125930-12114	12/28/2012	71.00	0.00	02/05/2013	Illinois Chapter		-			No 0000
101-000-210-2620	Contractor bonds payable									
125930-12114	12/28/2012	155.00	0.00	02/05/2013	AICP Membership		-			No 0000
101-000-210-2620	Contractor bonds payable									
	125930-12114 Total:	511.00								
	AMERPLNA Total:	511.00								
American Planning Association Total:		511.00								
American Public Works Assc										
AMERICAP										
113857	01/08/2013	92.00	0.00	02/05/2013	APWA renewal member fee		-			No 0000
101-400-511-5570	Professional associations									
113857	01/08/2013	92.00	0.00	02/05/2013	APWA renewal member fee		-			No 0000
660-620-519-5570	Professional associations									
	113857 Total:	184.00								
	AMERICAP Total:	184.00								
American Public Works Assc Total:		184.00								
Arrow Road Construction Co										
ARROWROA										
37508MB	01/10/2013	1,057.28	0.00	02/05/2013	UPM cold patch material for potholes		-			No 0000
213-000-561-5340	Engineering									
	37508MB Total:	1,057.28								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	ARROWROA Total:	1,057.28								
	Arrow Road Construction Co Total:	1,057.28								
Barnabas Christine										
BARNABA										
011513	01/15/2013	128.00	0.00	02/05/2013	Refund/Chess Wizards		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	011513 Total:	128.00								
	BARNABA Total:	128.00								
	Barnabas Christine Total:	128.00								
Call One										
CALLONE										
1010-7823-0001	01/15/2013	3,510.73	0.00	02/05/2013	Telephone/Municipal services		-		No	0000
101-210-511-5580	Telephone									
	1010-7823-0001 Total:	3,510.73								
1010-7823-0002	01/15/2013	224.24	0.00	02/05/2013	Telephone/Standpipe SCADA		-		No	0000
660-610-519-5580	Telephone									
	1010-7823-0002 Total:	224.24								
1010-7823-0003	01/15/2013	-92.18	0.00	02/05/2013	Telephone/Public Works		-		No	0000
660-610-519-5580	Telephone									
	1010-7823-0003 Total:	-92.18								
1010-7823-0004	01/15/2013	-45.83	0.00	02/05/2013	Telephone/Aquatic Center		-		No	0000
205-560-515-5580	Telephone									
	1010-7823-0004 Total:	-45.83								
1010-7823-0007	01/15/2013	60.21	0.00	02/05/2013	Telephone/PW Point to Point Wireless		-		No	0000
660-610-519-5580	Telephone									
	1010-7823-0007 Total:	60.21								
1010-7823-0008	01/15/2013	29.16	0.00	02/05/2013	Telephone/Pump House		-		No	0000
660-610-519-5580	Telephone									
	1010-7823-0008 Total:	29.16								
1010-7823-0009	01/15/2013	385.91	0.00	02/05/2013	Telephone/Red Center Connection		-		No	0000
101-210-511-5580	Telephone									
	1010-7823-0009 Total:	385.91								
	CALLONE Total:	4,072.24								
	Call One Total:	4,072.24								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Canon Solutions America										
CANN										
987910955	01/11/2013	251.65	0.00	02/05/2013	Maintentance /CW300 - January 2013		-			No 0000
101-210-511-5440	R&M - office equipment									
	987910955 Total:	251.65								
	CANN Total:	251.65								
Canon Solutions America Total:		251.65								
Cassidy Tire										
CASSIDYT										
1180290	12/20/2012	142.99	0.00	02/05/2013	1 new tire for tractor #27		-			No 0000
101-440-513-5480	R&M - vehicles									
	1180290 Total:	142.99								
	CASSIDYT Total:	142.99								
Cassidy Tire Total:		142.99								
Catered By Design										
CATBDES										
7915	01/15/2013	218.00	0.00	02/05/2013	Board of Trustees dinner		-			No 0000
101-100-511-5840	Meals									
7915	01/15/2013	10.00	0.00	02/05/2013	Tip		-			No 0000
101-100-511-5840	Meals									
	7915 Total:	228.00								
	CATBDES Total:	228.00								
Catered By Design Total:		228.00								
Chicago Metropolitan Fire Prev										
CHGOMETR										
011013-1	01/10/2013	15,480.00	15.00	02/05/2013	Wireless radio transmitters		-		00000500	No 0001
101-350-512-6571	Equipment Wireless Radio Syste									
	011013-1 Total:	15,480.00								
	CHGOMETR Total:	15,480.00								
Chicago Metropolitan Fire Prev Total:		15,480.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Chlebowski Gretchen										
CHLEB										
011713	01/17/2013	63.00	0.00	02/05/2013	Refund/Ripped		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	011713 Total:	63.00								
	CHLEB Total:	63.00								
Chlebowski Gretchen Total:		63.00								
City of Evanston										
CITYOF										
Evan-004	12/14/2012	2,698.35	0.00	02/05/2013	Reimbursement Engineering Services		-		No	0000
660-620-519-5320	Consulting									
	Evan-004 Total:	2,698.35								
Evan-005	01/07/2013	3,205.37	0.00	02/05/2013	Reimbursement-Engineering Services		-		No	0000
660-620-519-5320	Consulting									
	Evan-005 Total:	3,205.37								
	CITYOF Total:	5,903.72								
City of Evanston Total:		5,903.72								
Corrpro Companies										
CORRPROC										
53483	11/19/2012	665.00	0.00	02/05/2013	Cathodic Protection maintenance		-		No	0000
660-620-519-5796	Water system repair parts									
	53483 Total:	665.00								
	CORRPROC Total:	665.00								
Corrpro Companies Total:		665.00								
Douglas Truck Parts										
DOUGTK										
50766	12/28/2012	9.75	0.00	02/05/2013	Gasket,muffler for truck #9		-		No	0000
101-410-511-5730	Program supplies									
	50766 Total:	9.75								
50767	12/28/2012	110.20	0.00	02/05/2013	Fluid evacuator, pipe stack for shop		-		No	0000
101-410-511-5730	Program supplies									
50767	12/28/2012	74.82	0.00	02/05/2013	Fluid evacuator, pipe stack for shop		-		No	0000
101-440-513-5480	R&M - vehicles									
	50767 Total:	185.02								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
DOUGTK Total:		194.77								
Douglas Truck Parts Total:		194.77								
EJ Equipment										
EJEQUIP										
54146	01/04/2013	318.10	0.00	02/05/2013	Counter drive rotation for truck #6		-		No	0000
660-620-519-5480	R&M - vehicles									
54146 Total:		318.10								
EJEQUIP Total:		318.10								
EJ Equipment Total:		318.10								
Fastenal										
FASTENAL										
ILNIL32613	12/28/2012	137.66	0.00	02/05/2013	Shop supplies		-		No	0000
101-410-511-5730	Program supplies									
ILNIL32613 Total:		137.66								
FASTENAL Total:		137.66								
Fastenal Total:		137.66								
Fedex										
FEDEX										
898935369034	01/14/2013	60.06	0.00	02/05/2013	Shipping/Parks & Recreation		-		No	0000
205-500-515-5720	Postage									
898935369034 Total:		60.06								
FEDEX Total:		60.06								
Fedex Total:		60.06								
Gewalt Hamilton Associates Inc										
GEWALT										
9232.211-000	01/04/2013	398.50	0.00	02/05/2013	Traffic Commission		-		No	0000
101-290-511-5942	PW Building Engineer Costs									
9232.211-000	01/04/2013	560.00	0.00	02/05/2013	Trees and IDOT Green Streets		-		No	0000
101-290-511-5942	PW Building Engineer Costs									
9232.211-000	01/04/2013	1,653.00	0.00	02/05/2013	General consulting/Project Mgmt		-		No	0000
101-290-511-5920	Administration Engineer Costs									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
9232.211-000	01/04/2013	451.00	0.00	02/05/2013	Lot grading reviews		-			No 0000
101-290-511-5922	Building Engineering Costs									
9232.211-000	01/04/2013	-120.00	0.00	02/05/2013	Credit		-			No 0000
101-290-511-5920	Administration Engineer Costs									
	9232.211-000 Total:	2,942.50								
9232.381-7	01/04/2013	2,983.00	0.00	02/05/2013	2011 Sewer rehab constr. observ.		-			No 0000
660-620-562-6400	Sewer system const/imprv									
	9232.381-7 Total:	2,983.00								
9232.403-3	01/04/2013	1,250.00	0.00	02/05/2013	Pratt and Central		-			No 0000
101-290-511-5920	Administration Engineer Costs									
	9232.403-3 Total:	1,250.00								
9232.404-3	01/04/2013	49.00	0.00	02/05/2013	Touhy bike overpass		-			No 0000
454-000-561-5340	Engineering									
	9232.404-3 Total:	49.00								
	GEWALT Total:	7,224.50								
Gewalt Hamilton Associates Inc Total:		7,224.50								
Golf Mill Ford										
GOLFMILL										
324111P	12/22/2012	91.92	0.00	02/05/2013	Oil plugs for Police Dept vehicle		-			No 0000
101-300-512-5480	R&M - vehicles									
	324111P Total:	91.92								
	GOLFMILL Total:	91.92								
Golf Mill Ford Total:		91.92								
Grainger										
GRAINGER										
9032103310	01/04/2013	430.66	0.00	02/05/2013	Ballast for PW Building		-			No 0000
101-420-511-5405	R&M - buildings									
	9032103310 Total:	430.66								
9033390577	01/07/2013	405.33	0.00	02/05/2013	Lighrt bulbs for PW Building		-			No 0000
101-420-511-5405	R&M - buildings									
	9033390577 Total:	405.33								
9034650862	01/08/2013	132.40	0.00	02/05/2013	Soap dispenser for Village Hall		-			No 0000
101-420-511-5405	R&M - buildings									
	9034650862 Total:	132.40								
	GRAINGER Total:	968.39								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Grainger Total:		968.39								
Illinois Public Works Mutual A										
IPWMAN										
1402	01/11/2013	100.00	0.00	02/05/2013	IPWMAN membership dues 2013		-		No	0000
101-400-511-5570	Professional associations									
	1402 Total:	100.00								
	IPWMAN Total:	100.00								
Illinois Public Works Mutual A Total:		100.00								
IPELRA										
IPELRA										
03072013	01/22/2013	180.00	0.00	02/05/2013	2013 Public Sector Law Seminar		-		No	0000
101-200-511-5590	Training									
	03072013 Total:	180.00								
	IPELRA Total:	180.00								
IPELRA Total:		180.00								
McKenna Automotive										
MCKENNA										
11018	01/02/2013	210.00	0.00	02/05/2013	Plow blade for Tractor #1		-		No	0000
205-430-515-5480	R&M - vehicles									
	11018 Total:	210.00								
20120501	12/27/2012	88.00	0.00	02/05/2013	Hydraulic hoses for Tractor #6		-		No	0000
660-620-519-5480	R&M - vehicles									
	20120501 Total:	88.00								
	MCKENNA Total:	298.00								
McKenna Automotive Total:		298.00								
Meade Electric Company Inc										
MEADELEC										
657965	01/11/2013	122.49	0.00	02/05/2013	Street lighting repair/Lincoln & Pratt		-		No	0000
101-440-513-5290	Street lights & traffic signal									
	657965 Total:	122.49								
	MEADELEC Total:	122.49								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Meade Electric Company Inc Total:		122.49								
Midwest Meter Inc										
MIDWESTM										
0041098-IN	11/12/2012	1,268.25	0.00	02/05/2013	Composite water meter lid		-		No	0000
660-620-519-5796	Water system repair parts				replacements					
	0041098-IN Total:	1,268.25								
0042523-IN	01/14/2013	1,409.50	0.00	02/05/2013	Single ports for MTU's for water		-		No	0000
660-620-519-5796	Water system repair parts				system					
	0042523-IN Total:	1,409.50								
	MIDWESTM Total:	2,677.75								
Midwest Meter Inc Total:		2,677.75								
North Suburban Employee Benefi										
NSUBDENT										
Feb-13	01/11/2013	9,349.00	0.00	02/05/2013	Dental Bill - February 2013		-		No	0000
102-000-210-2028	Dental insurance premium withh									
	Feb-13 Total:	9,349.00								
	NSUBDENT Total:	9,349.00								
North Suburban Employee Benefi Total:		9,349.00								
Northeastern IL Public Safety										
NORTHEAS										
10137	12/31/2012	100.00	0.00	02/05/2013	Electrical safety training/demonstration		-		No	0000
660-620-519-5590	Training									
10137	12/31/2012	75.00	0.00	02/05/2013	Electrical safety training/demonstration		-		No	0000
101-440-513-5590	Training									
	10137 Total:	175.00								
	NORTHEAS Total:	175.00								
Northeastern IL Public Safety Total:		175.00								
Palatine Oil, Co, Inc.										
PALAT										
7034368	01/09/2013	476.20	0.00	02/05/2013	Oil 10W/30W for PW Vehicles		-		No	0000
101-440-513-5675	Lubricants & fluids									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
7034368	01/09/2013	476.20	0.00	02/05/2013	Oil 10W/30W for PW Vehicles		-			No 0000
660-620-519-5675	Lubricants & fluids									
7034368	01/09/2013	476.20	0.00	02/05/2013	Oil 10W/30W for PW Vehicles		-			No 0000
205-430-515-5675	Lubricants & fluids									
	7034368 Total:	1,428.60								
	PALAT Total:	1,428.60								
	Palatine Oil, Co, Inc. Total:	1,428.60								
Pecirno Ardis										
PECIRNO										
1222013	01/22/2013	750.00	0.00	02/05/2013	Summer Day Camp Brochure		-			No 0000
205-500-515-5599	Other contractual									
1222013	01/22/2013	25.00	0.00	02/05/2013	Daddy Daughter dance flyer		-			No 0000
205-500-515-5599	Other contractual									
	1222013 Total:	775.00								
	PECIRNO Total:	775.00								
	Pecirno Ardis Total:	775.00								
PEP Boys										
PEPBOYS										
4790250257	06/14/2012	3.79	0.00	02/05/2013	Washers for squad #222		-			No 0000
101-300-512-5480	R&M - vehicles									
	4790250257 Total:	3.79								
4790254590	10/10/2012	87.94	0.00	02/05/2013	Cleaning supplies for auction cars		-			No 0000
101-440-513-5480	R&M - vehicles									
	4790254590 Total:	87.94								
4790254810	10/16/2012	19.99	0.00	02/05/2013	Belt for Auction vehicles		-			No 0000
101-440-513-5480	R&M - vehicles									
	4790254810 Total:	19.99								
	PEPBOYS Total:	111.72								
	PEP Boys Total:	111.72								
Prairie/Archway International										
PRAIRIEA										
25711	01/16/2013	117,939.00	0.00	02/05/2013	2013 International Dump Truck		-			No 0000
660-620-562-6580	Equipment - vehicles									
	25711 Total:	117,939.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #	
PRAIRIEA Total:		117,939.00									
Prairie/Archway International Total:		117,939.00									
Quadri Syed											
QUAD											
01212013	01/21/2013	585.00	0.00	02/05/2013	Refund/Room rental		-		No	0000	
205-000-210-2430	Parks and Recs Control Deposit										
	01212013 Total:	585.00									
	QUAD Total:	585.00									
Quadri Syed Total:		585.00									
Robins Ingab											
ROBINSIN											
011613	01/16/2013	114.00	0.00	02/05/2013	Refund/Pee Wee Tennis		-		No	0000	
205-000-210-2430	Parks and Recs Control Deposit										
	011613 Total:	114.00									
	ROBINSIN Total:	114.00									
Robins Ingab Total:		114.00									
Ronning John											
RONN											
011813	01/18/2013	86.00	0.00	02/05/2013	Refund/Cross country skiing		-		No	0000	
205-000-210-2430	Parks and Recs Control Deposit										
	011813 Total:	86.00									
	RONN Total:	86.00									
Ronning John Total:		86.00									
Schmaus Cash Reg											
SCHMAUS											
1905	02/15/2013	225.00	0.00	02/05/2013	Maintenance agreement/Sharp/2013		-		No	0000	
101-210-511-5440	R&M - office equipment										
	1905 Total:	225.00									
	SCHMAUS Total:	225.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Schmaus Cash Reg Total:		225.00								
Schneider Electric										
SCHNEI										
3907918	01/04/2013	756.00	0.00	02/05/2013	Weather services		-		No	0000
101-400-511-5730	Program supplies									
3907918	01/04/2013	303.00	0.00	02/05/2013	Weather services		-		No	0000
101-250-511-5330	Data processing									
	3907918 Total:	1,059.00								
	SCHNEI Total:	1,059.00								
Schneider Electric Total:		1,059.00								
Standard Equipment Company										
STANDARD										
C80259	12/22/2012	862.12	0.00	02/05/2013	Seals for Sweeper #1		-		No	0000
101-440-513-5480	R&M - vehicles									
	C80259 Total:	862.12								
	STANDARD Total:	862.12								
Standard Equipment Company Total:		862.12								
Statewide Construction										
STATEW										
7276	01/10/2007	3,000.00	0.00	02/05/2013	Site Development Refund		-		No	0000
101-000-210-2620	Contractor bonds payable									
7276	01/10/2007	-503.16	0.00	02/05/2013	Less: Costs		-		No	0000
101-000-210-2620	Contractor bonds payable									
	7276 Total:	2,496.84								
	STATEW Total:	2,496.84								
Statewide Construction Total:		2,496.84								
Suburban Laboratories, Inc.										
SUBURB										
22620	10/31/2012	52.50	0.00	02/05/2013	Coliform testing and disinfectant		-		No	0000
660-620-519-5320	Consulting									
	22620 Total:	52.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
SUBURB Total:		52.50								
Suburban Laboratories, Inc. Total:		52.50								
Sun-Times Media/Pioneer Press										
PIONEPRS										
468640-01	12/20/2012	96.00	0.00	02/05/2013	Text Amendment		-		No	0000
101-240-517-5510	Advertising									
468640-01 Total:		96.00								
468642-01	12/20/2012	97.60	0.00	02/05/2013	Shooting Range		-		No	0000
101-240-517-5510	Advertising									
468642-01 Total:		97.60								
472441-01	01/03/2013	105.60	0.00	02/05/2013	Pub Hrng 6540 N Lincoln		-		No	0000
101-240-517-5510	Advertising									
472441-01 Total:		105.60								
472449-01	01/03/2013	96.00	0.00	02/05/2013	Pub Hrng 6545 Sauganash		-		No	0000
101-240-517-5510	Advertising									
472449-01 Total:		96.00								
PIONEPRS Total:		395.20								
Sun-Times Media/Pioneer Press Total:		395.20								
Sunnyside Parts Warehouse										
SUNNYPAR										
198009	12/26/2012	67.60	0.00	02/05/2013	Valve for Truck #4		-		No	0000
101-440-513-5480	R&M - vehicles									
198009 Total:		67.60								
198051	12/27/2012	225.91	0.00	02/05/2013	Front pads, rotors,spark plugs/Squad		-		No	0000
101-300-512-5480	R&M - vehicles				216					
198051 Total:		225.91								
SUNNYPAR Total:		293.51								
Sunnyside Parts Warehouse Total:		293.51								
Thompson Elevator Inspection S										
THOMPSON										
13-0118	01/14/2013	1,140.00	0.00	02/05/2013	30 semi annual elevator inspections		-		No	0000
101-240-517-5399	Other professional services									
13-0118 Total:		1,140.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
THOMPSON Total:		1,140.00								
Thompson Elevator Inspection S Total:		1,140.00								
TKE Corporation										
TKECORP										
3000088891	10/24/2011	450.00	0.00	02/05/2013	Maintenance contract Elevator - PD		-		No	0000
101-420-511-5405	R&M - buildings									
3000088891 Total:		450.00								
TKECORP Total:		450.00								
TKE Corporation Total:		450.00								
Tobin Paula										
TOBINP										
120346	05/03/2012	3,000.00	0.00	02/05/2013	Refund Site development deposit		-		No	0000
101-000-210-2620	Contractor bonds payable									
120346 Total:		3,000.00								
TOBINP Total:		3,000.00								
Tobin Paula Total:		3,000.00								
Ucciardi Juanita										
UCCIARDI										
01182013	01/17/2013	95.00	0.00	02/05/2013	Refund/Millennium Park Grill		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
01182013 Total:		95.00								
UCCIARDI Total:		95.00								
Ucciardi Juanita Total:		95.00								
Wholesale Direct Inc										
WHOLESALE										
196906	12/04/2012	216.20	0.00	02/05/2013	Plow blade for Tractor #8		-		No	0000
205-430-515-5480	R&M - vehicles									
196906 Total:		216.20								
WHOLESALE Total:		216.20								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	Wholesale Direct Inc Total:	216.20								
	Report Total:	182,959.72								

Accounts Payable To Be Paid Proof List

User: jmm
Printed: 01/29/2013 - 9:51 AM
Batch: 103-02-2013



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Amazon										
AMAZON										
107898534254	12/21/2012	45.94	0.00	02/05/2013	Laptop Adaptors		-		No	0000
101-350-512-5730	Program supplies									
	107898534254 Total:	45.94								
159438569700	12/20/2012	70.51	0.00	02/05/2013	Lamp for projection screen		-		No	0000
101-250-511-6530	Equipment - data processing									
	159438569700 Total:	70.51								
271294048010	12/10/2012	50.74	0.00	02/05/2013	Menorah for Lobby		-		No	0000
101-100-511-5799	Other materials & supplies									
	271294048010 Total:	50.74								
39132220380	12/06/2012	22.52	0.00	02/05/2013	Cups for Art receptions		-		No	0000
101-100-511-5799	Other materials & supplies									
39132220380	12/06/2012	28.98	0.00	02/05/2013	Tissues		-		No	0000
101-210-511-5700	Office supplies									
	39132220380 Total:	51.50								
	AMAZON Total:	218.69								
	Amazon Total:	218.69								
American Solutions for Busines										
AMERBUSF										
INV01329748	01/11/2013	520.87	0.00	02/05/2013	Parking Ticket Order		-		No	0000
101-300-512-5560	Printing & copying services									
	INV01329748 Total:	520.87								
	AMERBUSF Total:	520.87								
	American Solutions for Busines Total:	520.87								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Anderson Pest Solutions										
ANDERP										
2401055	01/17/2013	765.00	0.00	02/05/2013	Initial services for all locations		-		No	0000
101-420-511-5405	R&M - buildings									
	2401055 Total:	765.00								
2401056	01/17/2013	572.00	0.00	02/05/2013	Purchase rodent stations		-		No	0000
101-420-511-5405	R&M - buildings									
	2401056 Total:	572.00								
	ANDERP Total:	1,337.00								
Anderson Pest Solutions Total:		1,337.00								
Best Quality Cleaning, Inc.										
BESTQU										
49941	01/21/2013	2,813.34	0.00	02/05/2013	Cleaning service - January 2013		-		No	0000
101-420-511-5240	Janitorial									
49941	01/21/2013	416.66	0.00	02/05/2013	Cleaning service - January 2013		-		No	0000
205-571-515-5240	Janitorial									
	49941 Total:	3,230.00								
	BESTQU Total:	3,230.00								
Best Quality Cleaning, Inc. Total:		3,230.00								
Brines Sam										
BRINESAM										
SB011413	01/14/2013	100.00	0.00	02/05/2013	Liquor compliance program		-		No	0000
101-300-512-5730	Program supplies									
	SB011413 Total:	100.00								
	BRINESAM Total:	100.00								
Brines Sam Total:		100.00								
Brozville Graphics										
BROZVILL										
B0055	01/25/2013	70.00	0.00	02/05/2013	Failure to replace - 2 part forms		-		No	0000
101-350-512-5560	Printing & copying services									
	B0055 Total:	70.00								
	BROZVILL Total:	70.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Brozville Graphics Total:		70.00								
Cassidy Tire										
CASSIDYT										
1184041	11/20/2012	32.50	0.00	02/05/2013	1 New valve, 1 new tube for Tractors		-		No	0000
101-440-513-5480	R&M - vehicles									
1184041	11/20/2012	32.50	0.00	02/05/2013	1 New valve, 1 new tube for Tractors		-		No	0000
205-430-515-5480	R&M - vehicles									
1184041 Total:		65.00								
2180536	01/16/2013	164.47	0.00	02/05/2013	Tires for squad MP5075		-		No	0000
101-300-512-5480	R&M - vehicles									
2180536 Total:		164.47								
CASSIDYT Total:		229.47								
Cassidy Tire Total:		229.47								
Chicago Communications, LLC										
CHGOCOMM										
242778	01/04/2013	867.70	0.00	02/05/2013	Monthly maintenance charge for Feb 2013		-		No	0000
101-300-512-5410	R&M - communications equipment									
242778 Total:		867.70								
CHGOCOMM Total:		867.70								
Chicago Communications, LLC Total:		867.70								
Chicago Metropolitan Fire Prev										
CHGOMETR										
46617	12/20/2012	527.25	0.00	02/05/2013	December wireless radio network		-		No	0000
101-350-512-5411	R&M- Wireless Alarm Equipment									
46617 Total:		527.25								
CHGOMETR Total:		527.25								
Chicago Metropolitan Fire Prev Total:		527.25								
Christensen Animal Hospital										
CHRISTAH										
166769	01/11/2013	24.00	0.00	02/05/2013	Animal impound fees		-		No	0000
101-300-512-5210	Animal control									
166769 Total:		24.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CHRISTAH Total:		24.00								
Christensen Animal Hospital Total:		24.00								
Dell Marketing, L.P										
DELLMARK										
XJ29DR8R4	12/28/2012	4,334.54	0.00	02/05/2013	911 replacement workstations		-		No	0000
215-000-512-6530	Equipment - data processing									
XJ29DR8R4 Total:		4,334.54								
DELLMARK Total:		4,334.54								
Dell Marketing, L.P Total:		4,334.54								
Doty & Sons Concrete Products,										
DOTYSONS										
60097	11/06/2012	816.73	0.00	02/05/2013	Donation bench for Village Hall		-		No	0000
101-440-513-5250	Landscaping services				Campus					
60097 Total:		816.73								
DOTYSONS Total:		816.73								
Doty & Sons Concrete Products, Total:		816.73								
Elite Printer Solutions										
ELITE										
0808	01/11/2013	115.98	0.00	02/05/2013	Supplies		-		No	0000
101-350-512-5700	Office supplies									
0808 Total:		115.98								
0810	01/11/2013	420.96	0.00	02/05/2013	Supplies		-		No	0000
215-000-512-5640	Computer supplies									
0810 Total:		420.96								
ELITE Total:		536.94								
Elite Printer Solutions Total:		536.94								
Flags USA Inc.										
FLAGSOA										
54274	01/21/2013	400.50	0.00	02/05/2013	Replacement flags		-		No	0000
101-300-512-5730	Program supplies									
54274 Total:		400.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	FLAGSOA Total:	400.50								
	Flags USA Inc. Total:	400.50								
GTSI, Corp										
GTSI										
346865	01/10/2013	15,250.32	0.00	02/05/2013	L-3 in car video camera system		-		No	0000
101-300-512-5730	Program supplies									
	346865 Total:	15,250.32								
	GTSI Total:	15,250.32								
	GTSI, Corp Total:	15,250.32								
HD Supply Waterworks, LTD.										
HDSUPPLY										
5995429	01/21/2013	2,163.68	0.00	02/05/2013	Couplings, angles flaring tool		-		No	0000
660-620-519-5796	Water system repair parts									
	5995429 Total:	2,163.68								
6026773	01/21/2013	1,742.09	0.00	02/05/2013	Clamps,couplings for water main breaks		-		No	0000
660-620-519-5796	Water system repair parts									
	6026773 Total:	1,742.09								
	HDSUPPLY Total:	3,905.77								
	HD Supply Waterworks, LTD. Total:	3,905.77								
Herman Charlotte										
HERMANC										
01232013	01/23/2013	64.00	0.00	02/05/2013	Refund/Tai Chi		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	01232013 Total:	64.00								
	HERMANC Total:	64.00								
	Herman Charlotte Total:	64.00								
Illinois Ass'n of Police Chief										
ILLASSOC										
2011-890	12/11/2012	115.00	0.00	02/05/2013	Membership renewal		-		No	0000
101-300-512-5570	Professional associations									
	2011-890 Total:	115.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ILLASSOC Total:		115.00								
Illinois Ass'n of Police Chief Total:		115.00								
Illinois Association of Proper										
ILLASSN										
9134	01/08/2013	335.00	0.00	02/05/2013	2013 members conference registration		-		No	0000
101-300-512-5810	Conference & meeting registrat									
	9134 Total:	335.00								
	ILLASSN Total:	335.00								
Illinois Association of Proper Total:		335.00								
Internt'l Ass'n of Police Chie										
INTLASSO										
1001047877	01/09/2013	120.00	0.00	02/05/2013	Membership renewal		-		No	0000
101-300-512-5570	Professional associations									
	1001047877 Total:	120.00								
	INTLASSO Total:	120.00								
Internt'l Ass'n of Police Chie Total:		120.00								
Intoximeters										
INTOXIME										
380359	12/31/2012	141.85	0.00	02/05/2013	Breathalyzer mouthpieces		-		No	0000
101-300-512-5730	Program supplies									
	380359 Total:	141.85								
	INTOXIME Total:	141.85								
Intoximeters Total:		141.85								
J.C. Licht / Epco Painting & D										
JCLICHT										
1252-9876279	06/25/2012	20.89	0.00	02/05/2013	Brush, sand bar for Village Hall		-		No	0000
101-420-511-5405	R&M - buildings									
	1252-9876279 Total:	20.89								
1252-9879499	06/25/2012	114.38	0.00	02/05/2013	Paint for Village Hall		-		No	0000
101-420-511-5405	R&M - buildings									
	1252-9879499 Total:	114.38								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
JCLICHT Total:		135.27								
J.C. Licht / Epco Painting & D Total:		135.27								
JULIE Inc										
JULIE										
2013-0898	01/14/2013	1,558.12	0.00	02/05/2013	Julie notification charges		-		No	0000
660-620-519-5599	Other contractual									
2013-0898 Total:		1,558.12								
JULIE Total:		1,558.12								
JULIE Inc Total:		1,558.12								
L3 Communications Mobile Visio										
L3COMM										
0193941-IN	01/11/2013	44.50	0.00	02/05/2013	Cables for L-3 camera system		-		No	0000
101-300-512-5730	Program supplies									
0193941-IN Total:		44.50								
0194103-IN	01/15/2013	36.95	0.00	02/05/2013	Cables for L-3 camera system		-		No	0000
101-300-512-5730	Program supplies									
0194103-IN Total:		36.95								
L3COMM Total:		81.45								
L3 Communications Mobile Visio Total:		81.45								
Lincolnwood Auto Const. Inc.										
LINCAC										
Unit 214	01/24/2013	759.77	0.00	02/05/2013	Squad repair damage		-		No	0000
101-300-512-5480	R&M - vehicles									
Unit 214 Total:		759.77								
LINCAC Total:		759.77								
Lincolnwood Auto Const. Inc. Total:		759.77								
Malnati Organization										
MALNATI										
1433552	12/30/2012	35.16	0.00	02/05/2013	Armed robbery investigation		-		No	0000
101-300-512-5730	Program supplies									
1433552 Total:		35.16								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
1443213	01/15/2013	81.48	0.00	02/05/2013	Mini academy lunch		-			No 0000
101-300-512-5730	Program supplies									
	1443213 Total:	81.48								
	MALNATI Total:	116.64								
	<hr/>									
	Malnati Organization Total:	116.64								
	<hr/>									
Menini Cartage Inc										
MENICRT										
41320	01/16/2013	913.22	0.00	02/05/2013	2 loads gravel for trenches for sewers		-			No 0000
660-620-519-5760	Street materials - Aggregate									
	41320 Total:	913.22								
	MENICRT Total:	913.22								
	<hr/>									
	Menini Cartage Inc Total:	913.22								
	<hr/>									
North East Multi-Regional Trai										
NORTHEST										
164363	01/04/2013	175.00	0.00	02/05/2013	Breath analysis for alcohol training		-			No 0000
101-300-512-5590	Training									
	164363 Total:	175.00								
	NORTHEST Total:	175.00								
	<hr/>									
	North East Multi-Regional Trai Total:	175.00								
	<hr/>									
Northeastern IL Public Safety										
NORTHEAS										
10284	12/31/2012	210.00	0.00	02/05/2013	Training - Police driver recertification		-			No 0000
101-300-512-5590	Training									
	10284 Total:	210.00								
10287	12/31/2012	300.00	0.00	02/05/2013	Training - Police driver recertification		-			No 0000
101-300-512-5590	Training									
	10287 Total:	300.00								
10289	12/31/2012	210.00	0.00	02/05/2013	Training - Police driver recertification		-			No 0000
101-300-512-5590	Training									
	10289 Total:	210.00								
	NORTHEAS Total:	720.00								
	<hr/>									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Northeastern IL Public Safety Total:		720.00								
O'Leary's Contractor Equip										
OLEARYS										
77443	01/17/2013	1,092.18	0.00	02/05/2013	Drill and drill bits for concrete		-		No	0000
660-620-519-5745	Small tools									
	77443 Total:	1,092.18								
	OLEARYS Total:	1,092.18								
O'Leary's Contractor Equip Total:		1,092.18								
PMI										
PMI										
0392123	01/15/2013	131.87	0.00	02/05/2013	Glucose meter,KED device		-		No	0000
101-350-512-5660	EMS supplies									
	0392123 Total:	131.87								
	PMI Total:	131.87								
	PMI Total:	131.87								
Printwell Printing										
PRINTWEL										
42573	01/21/2013	195.00	0.00	02/05/2013	Water Deapartment notifications		-		No	0000
660-610-519-5560	Printing & copying services									
	42573 Total:	195.00								
	PRINTWEL Total:	195.00								
	Printwell Printing Total:	195.00								
Schaefer Matthew										
SCHAEM										
MS011413	01/14/2013	100.00	0.00	02/05/2013	Liquor compliance program		-		No	0000
101-300-512-5730	Program supplies									
	MS011413 Total:	100.00								
	SCHAEM Total:	100.00								
	Schaefer Matthew Total:	100.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Sec. of State- Dept of Police										
SOSDP										
2000ChevVan	01/15/2013	95.00	0.00	02/05/2013	Duplicate title for 2000 Chevrolet		-		No	0000
101-300-512-5599	Other contractual									
	2000ChevVan Total:	95.00								
2004LandRvr	01/15/2013	95.00	0.00	02/05/2013	Original title for 2004 Land Rover		-		No	0000
101-300-512-5599	Other contractual									
2004LandRvr	01/15/2013	99.00	0.00	02/05/2013	Confidential plates for 2004 Land Rover		-		No	0000
101-300-512-5599	Other contractual									
	2004LandRvr Total:	194.00								
	SOSDP Total:	289.00								
Sec. of State- Dept of Police Total:		289.00								
Shore Galleries										
SHOREGAL										
93223	01/22/2013	77.90	0.00	02/05/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	93223 Total:	77.90								
	SHOREGAL Total:	77.90								
Shore Galleries Total:		77.90								
Sun-Times Media/Pioneer Press										
PIONEPRS										
484921-01	01/17/2013	112.00	0.00	02/05/2013	Text amendments Village Ordinance		-		No	0000
101-240-517-5510	Advertising									
	484921-01 Total:	112.00								
484925-01	01/17/2013	96.00	0.00	02/05/2013	Text amendments Village Ordinance		-		No	0000
101-240-517-5510	Advertising									
	484925-01 Total:	96.00								
	PIONEPRS Total:	208.00								
Sun-Times Media/Pioneer Press Total:		208.00								
Thalman Loretta										
THALMAN										
01232013	01/23/2013	49.00	0.00	02/05/2013	Refund/Tai Chi		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	01232013 Total:	49.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	THALMAN Total:	49.00								
	Thalman Loretta Total:	49.00								
Thompson Elevator Inspection S										
THOMPSO										
13-0233	01/22/2013	570.00	0.00	02/05/2013	15 semi annual elevator inspections		-		No	0000
101-240-517-5399	Other professional services									
13-0233	01/22/2013	76.00	0.00	02/05/2013	2 semi annual elevator inspections		-		No	0000
101-240-517-5399	Other professional services									
	13-0233 Total:	646.00								
	THOMPSO Total:	646.00								
	Thompson Elevator Inspection S Total:	646.00								
Training Concepts, Inc.										
TRAI										
17217	01/16/2013	681.95	0.00	02/05/2013	CPR cards, student handbooks		-		No	0000
101-350-512-5730	Program supplies									
	17217 Total:	681.95								
	TRAI Total:	681.95								
	Training Concepts, Inc. Total:	681.95								
Trans Union Corp										
TRANSU										
12200839	12/27/2012	35.00	0.00	02/05/2013	Credit checks on applicants		-		No	0000
101-300-512-5399	Other professional services									
	12200839 Total:	35.00								
	TRANSU Total:	35.00								
	Trans Union Corp Total:	35.00								
Village of Lincolnwood										
VOL										
LPD12413	01/24/2013	2,500.00	0.00	02/05/2013	Funds for use in Covert investigation		-		No	0000
101-000-210-2480	Unadjudicated forfeitures									
	LPD12413 Total:	2,500.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
VOL Total:		2,500.00								
Village of Lincolnwood Total:		2,500.00								
Vranas John										
VRANAS										
120161	04/11/2012	3,000.00	0.00	02/05/2013	Site Development Deposit refund		-		No	0000
101-000-210-2620	Contractor bonds payable									
	120161 Total:	3,000.00								
	VRANAS Total:	3,000.00								
Vranas John Total:		3,000.00								
Warehouse Direct										
WAREHOUS										
1783114-0	01/10/2013	150.00	0.00	02/05/2013	Supplies		-		No	0000
205-500-515-5700	Office supplies									
	1783114-0 Total:	150.00								
1805696-0	01/03/2013	122.83	0.00	02/05/2013	Supplies		-		No	0000
101-300-512-5730	Program supplies									
	1805696-0 Total:	122.83								
1806473-0	01/03/2013	774.45	0.00	02/05/2013	Supplies		-		No	0000
101-210-511-5700	Office supplies									
	1806473-0 Total:	774.45								
1806473-1	01/07/2013	11.20	0.00	02/05/2013	Supplies		-		No	0000
101-210-511-5700	Office supplies									
	1806473-1 Total:	11.20								
1806765-0	01/07/2013	74.92	0.00	02/05/2013	Supplies		-		No	0000
101-200-511-5799	Other materials & supplies									
	1806765-0 Total:	74.92								
1807410-0	01/04/2013	295.88	0.00	02/05/2013	Supplies		-		No	0000
101-210-511-5700	Office supplies									
	1807410-0 Total:	295.88								
1807410-1	01/07/2013	16.22	0.00	02/05/2013	Supplies		-		No	0000
101-210-511-5700	Office supplies									
	1807410-1 Total:	16.22								
1807653-0	01/04/2013	49.98	0.00	02/05/2013	Supplies		-		No	0000
101-210-511-5700	Office supplies									
	1807653-0 Total:	49.98								
1810279-0	01/08/2013	178.74	0.00	02/05/2013	Supplies		-		No	0000
101-200-511-5799	Other materials & supplies									
	1810279-0 Total:	178.74								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
1814752-0	01/10/2013	68.10	0.00	02/05/2013	Supplies		-			No 0000
101-240-517-5700	Office supplies									
	1814752-0 Total:	68.10								
1816075-0	01/11/2013	175.31	0.00	02/05/2013	Supplies		-			No 0000
101-210-511-5700	Office supplies									
	1816075-0 Total:	175.31								
1816647-0	01/11/2013	5.70	0.00	02/05/2013	Supplies		-			No 0000
101-210-511-5700	Office supplies									
	1816647-0 Total:	5.70								
1821990-0	01/17/2013	106.32	0.00	02/05/2013	Supplies		-			No 0000
101-200-511-5799	Other materials & supplies									
	1821990-0 Total:	106.32								
	WAREHOUS Total:	2,029.65								
	Warehouse Direct Total:	2,029.65								
Wells Avery										
WELLSA										
AW011413	01/14/2013	100.00	0.00	02/05/2013	Liquor compliance program		-			No 0000
101-300-512-5730	Program supplies									
	AW011413 Total:	100.00								
	WELLSA Total:	100.00								
	Wells Avery Total:	100.00								
West Payment Center										
WESTPAY										
826379014	01/01/2013	144.32	0.00	02/05/2013	CLEAR Plus Subscription fee		-			No 0000
101-300-512-5399	Other professional services									
	826379014 Total:	144.32								
	WESTPAY Total:	144.32								
	West Payment Center Total:	144.32								
Western Utility Contractors										
WESTERNU										
113288	01/23/2013	53,175.00	0.00	02/05/2013	Installation of wire		-			No 0000
213-000-561-5340	Engineering									
	113288 Total:	53,175.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
113289	01/23/2013	49,978.04	0.00	02/05/2013	Retainage billed - Street light year 1		-			No 0000
213-000-210-2010	Accounts/vouchers payable									
113289	01/23/2013	67,299.06	0.00	02/05/2013	Retainage billed - Street light year 1		-			No 0000
217-000-210-2010	Accounts Payable									
	113289 Total:	117,277.10								
	WESTERNU Total:	170,452.10								
Western Utility Contractors Total:		170,452.10								
Ziebell Water Service Product										
ZIEBELLW										
219222-000	01/09/2013	2,483.50	0.00	02/05/2013	Couplings, pins for Fire hydrant repair		-			No 0000
660-620-519-5796	Water system repair parts									
	219222-000 Total:	2,483.50								
219223-000	01/09/2013	738.60	0.00	02/05/2013	Gaskets, nuts, frame lifter		-			No 0000
660-620-519-5796	Water system repair parts									
	219223-000 Total:	738.60								
	ZIEBELLW Total:	3,222.10								
Ziebell Water Service Product Total:		3,222.10								
Report Total:		222,559.17								

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of an Ordinance Authorizing the Sale and Disposal of Personal Property Owned by the Village

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village has used Verizon Wireless as its exclusive cell phone provider since February 2012. Since this time, the Village has become eligible for free or reduced-cost cell phone device replacements. These replacements have created a surplus of 27 cell phone devices and five cell phone accessory items.

FINANCIAL IMPACT:

Staff will sell the old cell phones to a cell phone recycling company, E-Cycle, for \$2,054. Revenue generated by the sale will be placed in the General Fund. Staff will dispose of the five accessory items.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Surplus Property List

RECOMMENDED MOTION:

Move to approve an Ordinance authorizing the sale of surplus cell phone devices, and the disposal of cell phone accessory items.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

AN ORDINANCE AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY

WHEREAS, the Village is the owner of that certain personal property described in detail on **Exhibit A**, attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Village has determined that the Property is no longer necessary or useful to, or for the best interests of, the Village;

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are hereby incorporated into, and made a part of, this Ordinance as findings of the Village.

SECTION TWO: AUTHORIZATION TO DISPOSE OF PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the Village's home rule authority, the Village declares that ownership of the Property is no longer necessary or useful to, or in the best interests of, the Village. The Village Manager is hereby authorized and directed to take whatever actions are necessary to dispose of the Property, in such a manner and with such terms as are acceptable to the Village Attorney.

SECTION THREE: PUBLICATION. The Village Clerk shall be, and is hereby, directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of February, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of February, 2013.

Lawrence Elster, President Pro Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the
____ day of February, 2013.

Douglas Petroschius, Deputy Village Clerk
Village of Lincolnwood, Cook County, Illinois

EXHIBIT A

LISTING OF SURPLUS PERSONAL PROPERTY

1. 18 Samsung Convoy 2 Cell Phones
2. 1 GzOne Ravine 2 Cell Phone
3. 8 iPhone 4s Cell Phones
4. 5 iPhone 4/4s Cell Phone Cases

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Section 11.04 of the Zoning Ordinance Regarding Maximum Number of Wall Signs

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since the 2008 comprehensive Zoning Code update, certain language inconsistencies within the Code have been identified. One of these inconsistencies is regarding the maximum number of wall signs. Section 11.04(2)i contains certain exceptions which permits under certain circumstances additional wall signs. One such exception is intended to permit additional wall signs in the rear service areas which are not visible from residential properties and not visible from the street. In contrast however, Section 11.04(2)i.2 reads:

The Zoning Officer may authorize one wall sign on walls not facing a street, provided the wall is adjacent to nonresidential property and is visible from the street;

The regulation is unclear as it relates to whether or not the sign is to be visible from the street. Staff believes the intention is to minimize sign clutter and as a result the additional wall sign is intended to be permitted only when not visible from the street. To consider a possible text amendment to clarify this standard, at the November 20, 2012 Village Board meeting, the Village Board referred this matter to the Plan Commission for a public hearing.

At the January 9, 2013 meeting, the Plan Commission considered staff's recommendation to clarify the exception for an additional wall sign. The Plan Commission concurred that the intent of the Code is to allow an additional sign when not visible from the street. Accordingly, by a unanimous vote of 4-0, the Plan Commission recommends clarifying the Code language to authorize the Zoning Officer to allow an additional wall sign not facing a street and not adjacent to nonresidential property.

Consistent with this Plan Commission recommendation, attached for approval is the proposed Ordinance prepared by the Village Attorney.

FINANCIAL IMPACT:

N/A

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Excerpt from January 9, 2013 Plan Commission Minutes (draft)
3. Staff Report to Plan Commission
4. Section 11.04(2)i.2 of the Zoning Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance Granting a Text Amendment concerning additional wall signs not visible from the street and adjacent to nonresidential property.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING SECTION 11.04 OF THE VILLAGE
OF LINCOLNWOOD ZONING ORDINANCE REGARDING
MAXIMUM NUMBER OF WALL SIGNS**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF FEBRUARY, 2013.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this _____ day of _____, 2013

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING SECTION 11.04 OF THE VILLAGE
OF LINCOLNWOOD ZONING ORDINANCE REGARDING
MAXIMUM NUMBER OF WALL SIGNS**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Section 11.04(2) of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), sets forth certain regulations governing wall signs within the Village; and

WHEREAS, the Village President and Board of Trustees desire to amend Section 11.04(2)(i)(2) of the Zoning Ordinance in order to clarify the circumstances in which an additional wall sign may be permitted ("**Proposed Amendment**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on December 20, 2012, the Village Plan Commission conducted a public hearing on January 9, 2013 concerning the Proposed Amendment; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees adopt the Proposed Amendment, as set forth in this Ordinance; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendment, as set forth in this Ordinance, is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. WALL SIGNS. Section 11.04(2)(i)(2) of Article XI of the Zoning Ordinance shall be amended further, and shall read as follows:

Additions are bold and double-underlined; ~~deletions are struck through.~~

“11.04 Permitted on premises signs.

* * *

Upon issuance of a permit therefor pursuant to Section 11.09 of this article, the following signs shall be permitted in the business and manufacturing districts of the Village as accessory structures, subject to all applicable standards and the following additional regulations:

* * *

(2) Wall Signs.

i. Number. A maximum of one wall sign per street frontage shall be permitted, except that:

1. The Zoning Officer may authorize an additional wall sign for each distinct use within a business establishment, provided there is a separate exterior entrance for each such use;

2. The Zoning Officer may authorize one wall sign on walls not facing a street, provided the wall is adjacent to nonresidential property and is not visible from the street;”

* * *

SECTION 3. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

Additions are bold and double-underlined; ~~deletions are struck through.~~

PASSED this _____ day of February, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of February, 2013.

Lawrence Elster, President Pro Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the
_____ day of February, 2013.

Douglas Petroschius, Deputy Village Clerk
Village of Lincolnwood, Cook County, Illinois

Additions are bold and double-underlined; ~~deletions are struck through.~~

January 9, 2013

Ms. Litzhoff explained this Text Amendment is to eliminate unnecessary wording. The Code states that Additional Standards for the Lincoln Avenue Corridor. Properties within the Lincoln Avenue Overlay District are subject to additional standards as stated in Article VIII, Parts B and D of this Zoning Ordinance. There is no part D.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to make the necessary correction and eliminate Part D made by Commissioner Touras and seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

IX. PUBLIC HEARING: Residential Corner Side Yard Setback Requirement – Zoning Code Text Amendment
Request: Text Amendment to Add Corner Side Yard Setback in R4 District

Development Manager Cook stated currently there is no regulation for requirement for corner side yard setback in R4 district. It is 10 feet in the R1-R3 zoning districts. The prior Zoning Code doesn't have any requirements for corner side yard setback in R4. Staff recommends a 10 foot corner side yard setback consistent with other R1-R3 districts. Staff believes that not including R4 was an omission.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to amend to add corner side yard setback to 10 feet in the R4 district made by Commissioner Sampen and Seconded by Commissioner Touras. Motion approved 4-0 Aye.

X. PUBLIC HEARING: Wall Sign Requirements- Zoning Code Text Amendment
Request: Text Amendment to Requirements of Number of Wall Signs

Development Manager Cook explained Article XI of the Zoning Code regulates signage within the community. The sign regulations were at one time a stand-alone ordinance however, in 2009 the previously separate Sign Ordinance was incorporated into the Zoning Code as Article XI. Section 11.04 regulates permitted on premises signs which includes requirements for maximum number of wall signs. Section 11.04(2)i also contains certain exceptions which allows for additional wall signs. One of the exceptions reads: The Zoning Officer may authorize one wall sign on walls not facing a street, provided the wall is adjacent to nonresidential property and is visible from the street. The exception staff believes is intended to permit signs in the "back of the house" in which is not visible from residential properties that is not visible from the street. Under these conditions, such a sign would not be considered to add to sign clutter as a result allowed. Staff believes that the specific wording should be changed to *not* visible from the street.

Chairman Eisterhold asked if there was anyone in the audience that wanted to comment. There was none. Motion to clarify certain exception to the maximum number of wall signs made by Commissioner Touras and Seconded by Commissioner Sampen. Motion approved 4-0 Aye.



Staff Report Plan Commission January 9, 2013

Subject Property: N/A (Text Amendment)

Zoning District: Requested action is applicable to the B1, B2, B3, O and MB District.

Requested Action: Text amendment to clarify maximum number of wall signs as regulated in Article XI Section 11.04(2)i.2.

Nature of Request: A text amendment is proposed to the Zoning Code to clarify certain exception to the maximum number of wall signs.

Petitioner: Village Board

Summary

Article XI of the Zoning Code regulates signage within the community. The sign regulations were at one time a stand-alone ordinance however in 2009 the previously separate Sign Ordinance was incorporated into the Zoning Code as Article XI. Section 11.04 regulates permitted on premises signs which includes requirements for maximum number of wall signs. Section 11.04(2)i also contains certain exceptions which allows for additional wall signs. One of these exceptions reads:

2. *The Zoning Officer may authorize one wall sign on walls not facing a street, provided the wall is adjacent to nonresidential property and is visible from the street;*

This exception staff believes is intended to permit signs in the “back of house” in which is not visible from residential properties and is not visible from the street. Under these conditions, such a sign would not be considered to add to sign clutter and as a result may be allowed.

Recommendation

Staff believes that the regulation should read:

2. *The Zoning Officer may authorize one wall sign on walls not facing a street, provided the wall is adjacent to nonresidential property and is **not** visible from the street;*

It is counterintuitive to permit a greater number of wall signs as long as such as sign is visible from the street when the entire section is intended to limit the number of wall signs. Additionally, the first sentence of this exception specifically states that one additional wall sign, “...on walls NOT facing a street...” As a result staff believes this to be an inadvertent drafting error and recommends the section be amended as identified above.

Attachments:

1. Zoning Code Excerpt: Article XI Sections 11.04(2)i.2

incorporate the changeable copy price information into the main identification sign face.

xii. Sign Design and Glare Reduction: To minimize glare, the illumination of an internally illuminated monument sign shall not exceed the following requirements:

1. 75 foot-candles, measured perpendicular to the face of the sign from a distance equal to the narrowest dimension of the sign; or
2. When the sign is located in a residential zoning district, 25 foot-candles measured perpendicular to the face of the sign from a distance equal to the narrowest dimension of the sign; or
3. One foot-candle on adjoining residential property, measured three feet above the ground.

(Ordinance No. 2011-2962)

(2) Wall Signs:

i. Number: A maximum of one wall sign per street frontage per business establishment shall be permitted, except that:

1. The Zoning Officer may authorize an additional wall sign for each distinct use within a business establishment, provided there is a separate exterior entrance for each such use;
2. The Zoning Officer may authorize one wall sign on walls not facing a street, provided the wall is adjacent to nonresidential property and is visible from the street;
3. Wall signs may be permitted which identify the rear entrance of a business establishment, provided such signs do not exceed ten (10) square feet; and
4. No wall signs shall be erected for individual tenants in a multi-story, multi-tenant office or industrial building.

ii. Sign Location: Each wall sign shall be located within a permitted signable wall area. The vertical dimensions of such signable wall area shall not exceed six feet (6'). Signable wall area shall not extend above the top of the fascia or parapet of a building or beyond the premises of a particular business establishment (see Section 11.08 of this Article).

iii. Sign Area:

1. The area of a wall sign shall not exceed one-third (1/3) of the signable wall area or ten (10) square feet, whichever is greater (see also Subsection 11.08(18) of this Article); provided, however, that in no case shall the wall sign area exceed one hundred (100) square feet.
2. The provisions of this Paragraph 11.04(2)(c) may not be varied pursuant to Article V of this Zoning Ordinance, except in consideration of the standards set forth in Subsection 5.15(7) of this Zoning Ordinance and the following additional factors:

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Section 4.12 of the Zoning Ordinance Regarding Corner Side Yard Setback in the R4 General Residence District

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since the 2008 comprehensive Zoning Code update, certain language inconsistencies and omissions within the Code have been identified. One of these omissions is regarding the required corner side yard setback in the R4 General Residence District. This is the only Residential Zoning District in which there is no requirement provided for corner side yard setback. The previous version of the Zoning Code also did not contain any required corner side yard setback for the R4 District.

It is unusual to not require a corner side yard setback within a Zoning District, Residential or Commercial. Currently, the Zoning Ordinance requires a ten foot corner side yard setback for the three other residential zoning districts: R1, R2, and R3. In reviewing existing properties located in the R4 District, it appears that most development has occurred with a ten foot corner side yard setback, consistent with that of the other Residential Zoning Districts.

At the November 20, 2012 Village Board meeting, the Village Board referred this matter to the Plan Commission for a public hearing.

At its January 9, 2013 meeting, the Plan Commission considered staff's recommendation to incorporate a ten foot corner side yard setback consistent with the corner side yard setback of the other residential districts. The Plan Commission concurred that incorporating a ten foot corner side setback for the R4 District will ensure consistency not only for the R4 District, but throughout all residential properties. Accordingly, by a unanimous vote of 4-0, the Plan Commission recommends adding a ten foot corner side yard setback in the R4 General Residence District.

Consistent with this Plan Commission recommendation, attached for approval is the proposed Ordinance prepared by the Village Attorney.

FINANCIAL IMPACT:

N/A

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Excerpt from January 9, 2013 Plan Commission Minutes (draft)
3. Staff Report to Plan Commission
4. Section 4.11 of the Zoning Ordinance
5. Section 4.12 of the Zoning Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance Granting a Text Amendment concerning corner side yard setback in the R4 General Residence District.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING SECTION 4.12 OF THE VILLAGE OF
LINCOLNWOOD ZONING ORDINANCE REGARDING CORNER SIDE YARD
SETBACK IN THE R4 GENERAL RESIDENCE DISTRICT**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF FEBRUARY, 2013.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this ____ day of _____, 2013

ORDINANCE NO. 2013-_____

AN ORDINANCE AMENDING SECTION 4.12 OF THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE REGARDING CORNER SIDE YARD SETBACK IN THE R4 GENERAL RESIDENCE DISTRICT

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Section 4.12 of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), sets forth certain regulations governing area, bulk, density, and setback standards in the R4 General Residence District within the Village; and

WHEREAS, the Village President and Board of Trustees desire to amend Section 4.12 of the Zoning Ordinance in order to require a corner side yard setback in the R4 General Residence District ("**Proposed Amendment**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on December 20, 2012, the Village Plan Commission conducted a public hearing on January 9, 2013 concerning the Proposed Amendment; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees adopt the Proposed Amendment, as set forth in this Ordinance; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendment, as set forth in this Ordinance, is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. AREA, BULK, DENSITY AND SETBACK STANDARDS – R-4 – GENERAL RESIDENCE DISTRICT. Section 4.12 of Article IV of the Zoning Ordinance shall be amended further to add the following text to the “Yard Standards” subsection of the table in Section 4.12:

Additions are bold and double-underlined; ~~deletions are struck through.~~

“Min. Corner Side Yard Setback` 10 ft”

* * *

SECTION 3. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

Additions are bold and double-underlined; ~~deletions are struck through.~~

PASSED this _____ day of February, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of February, 2013.

Lawrence Elster, President Pro Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the
_____ day of February, 2013.

Douglas Petroschius, Deputy Village Clerk
Village of Lincolnwood, Cook County, Illinois

Additions are bold and double-underlined; ~~deletions are struck through.~~

January 9, 2013



Ms. Litzhoff explained this Text Amendment is to eliminate unnecessary wording. The Code states that Additional Standards for the Lincoln Avenue Corridor. Properties within the Lincoln Avenue Overlay District are subject to additional standards as stated in Article VIII, Parts B and D of this Zoning Ordinance. There is no part D.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to make the necessary correction and eliminate Part D made by Commissioner Touras and seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

**IX. PUBLIC HEARING: Residential Corner Side Yard Setback Requirement – Zoning Code Text Amendment
Request: Text Amendment to Add Corner Side Yard Setback in R4 District**

Development Manager Cook stated currently there is no regulation for requirement for corner side yard setback in R4 district. It is 10 feet in the R1-R3 zoning districts. The prior Zoning Code doesn't have any requirements for corner side yard setback in R4. Staff recommends a 10 foot corner side yard setback consistent with other R1-R3 districts. Staff believes that not including R4 was an omission.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to amend to add corner side yard setback to 10 feet in the R4 district made by Commissioner Sampen and Seconded by Commissioner Touras. Motion approved 4-0 Aye.

**X. PUBLIC HEARING: Wall Sign Requirements- Zoning Code Text Amendment
Request: Text Amendment to Requirements of Number of Wall Signs**

Development Manager Cook explained Article XI of the Zoning Code regulates signage within the community. The sign regulations were at one time a stand-alone ordinance however, in 2009 the previously separate Sign Ordinance was incorporated into the Zoning Code as Article XI. Section 11.04 regulates permitted on premises signs which includes requirements for maximum number of wall signs. Section 11.04(2)i also contains certain exceptions which allows for additional wall signs. One of the exceptions reads: The Zoning Officer may authorize one wall sign on walls not facing a street, provided the wall is adjacent to nonresidential property and is visible from the street. The exception staff believes is intended to permit signs in the "back of the house" in which is not visible from residential properties that is not visible from the street. Under these conditions, such a sign would not be considered to add to sign clutter as a result allowed. Staff believes that the specific wording should be changed to *not* visible from the street.

Chairman Eisterhold asked if there was anyone in the audience that wanted to comment. There was none. Motion to clarify certain exception to the maximum number of wall signs made by Commissioner Touras and Seconded by Commissioner Sampen. Motion approved 4-0 Aye.



Staff Report Plan Commission January 9, 2013

Subject Property: N/A (Text Amendment)

Zoning District: Requested action is applicable to the R4 Residential District.

Requested Action: Text amendment to Add Corner Side Yard Setback in R4 District to Article IV Section 4.12.

Nature of Request: A text amendment is proposed to the Zoning Code to add a required 10 foot side yard setback in the R4 District.

Petitioner: Village Board

Summary

While administering the Zoning Code, staff has noted that there is no requirement for corner side yard setback in the R4 District. This is the only Residential Zoning District in which there is no requirement for corner side yard. Article 4.11 contains the bulk regulations for the R1, R2, and R3 Districts which includes a 10 foot required corner side yard setback. Article 4.12 contains the bulk regulations for the R4 District which excludes any requirement for corner side yard setback.

The previous version of the Zoning Code also did not contain any required corner side yard setback in the R4 District. Staff notes that it is unusual to not require a corner side yard setback within any Zoning District, Residential or Commercial. In reviewing properties in the R4 District it appears that development has occurred consistent with that of the other Residential Zoning Districts. Comparing development on corner lots in the R4 District and other Residential Districts, there does not appear to be a greater amount of development that extends closer to the corner side lot line than 10 feet.

Recommendation

Staff believes it is appropriate to require a corner side yard particularly in Residential Districts. As a result, staff recommends a 10 foot corner side yard consistent with the other Residential Zoning Districts. Staff observes that the R4 District appears to have been developed in a similar manner to other Residential Districts and as a result, taking action to add a 10 foot corner side yard setback would not create conflict or particular challenges to future development on corner lots in the R4 District. Rather, it is staffs opinion that including a required corner side yard will ensure consistency in the development of residentially zoned properties throughout the community.

Attachments:

1. Zoning Code Excerpt: Article IV Sections 4.11 and 4.12

4.11 Area, Bulk, Density and Setback Standards - R-1, R-2, & R-3 Districts

Use Category	Residential Zones		
	R-1	R-2	R-3
Lot Standards (single-family dwelling units)			
Min. lot size (sq ft)	9,000 SF	7,000 SF	5,400 SF
Max. impervious coverage (%)	60%	60%	60%
Max. building coverage (%)	35%	35%	35%
Minimum Ground Floor Area Per Dwelling			
SF detached 1-story dwelling w/o basement	1,700 SF	1,400 SF	1,300 SF
SF detached 1-story dwelling with basement	1,500 SF	1,200 SF	1,100 SF
SF detached dwellings with (1+ stories)	1,000 SF	800 SF	700 SF
Building Standards			
Maximum building height (ft) Peaked Roof SF Detached (measured to roof peak)	35 ft	35 ft	35 ft
Maximum building height (ft) Flat Roof SF Detached (measured to the highest point of the flat roof)	22 ft	22 ft	22 ft
Finished 1st Floor height limit SF Res. (elevation at top of curb to the top of the finished first floor)	Max 3 ft	Max 3 ft	Max 3 ft
Maximum building height (ft) Non-Residential	40 ft	40 ft	40 ft
Maximum FAR			
SF Detached, lot size > / = 6,000 SF	0.6	0.6	0.6
SF Detached, lot size < 6,000 SF or total floor area < 3,600 SF	0.66	0.66	0.66
Non-residential permitted or special uses	0.5	0.5	0.5
Yard Standards			
Minimum front setback (ft)	25 ft	25 ft	25 ft
Max front yard coverage with impervious surface (%)	50%	50%	50%
Min. interior side setback (ft) Single-Family detached dwellings	5 ft or 10% of lot width*	5 ft or 10% of lot width*	5 ft or 10% of lot width*
Min. interior side yard setback (ft) Non-Residential uses	15 ft each side yard	15 ft each side yard	15 ft each side yard
Min. corner side setback (ft)	10 ft	10 ft	10 ft
Min. rear setback (ft)	30 ft	30 ft	30 ft

Note 1: See Section 2 - Definitions - of this Zoning Ordinance for further clarification on how standards are defined.

Note 2: SF Detached = Single-Family Detached Dwelling Unit

Lot Standards

- Maximum impervious coverage of 60% includes all surfaces that do not allow water penetration (driveways, paving bricks, composed stone, building foundation, etc.).
- Maximum Building Coverage of 35% means the percentage of the lot occupied by any building including accessory buildings or structures.

R-1: Min Lot Size = 9,000

Max Building Coverage = 35%

R-2: Min Lot Size = 7,000 SF

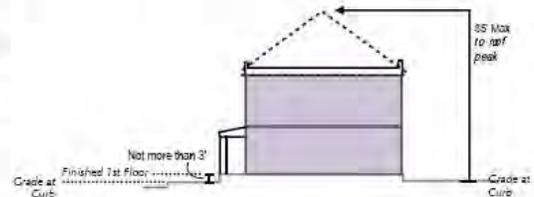
35%

R-3: Min Lot Size = 5,400 SF

35%

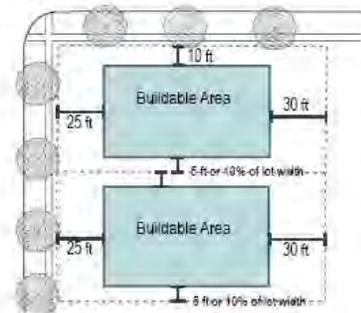
Building Height

- Single Family Residential Building Height: Vertical distance from grade at curb to the highest point of a flat roof or to the roof peak for pitched roofs. Chimneys, towers, or similar projections are not included.



Yard Standards

- Corner side yard: a side yard which adjoins a street.
- Interior side yards: Required at 5 ft each or 10% of lot width (each side), whichever is greater.
- Rear yards may be decreased by the distance, if any, that the sum of both interior side yards exceeds the minimum requirements, subject to the following: (a) Such decrease shall not be greater than the distance by which the building exceeds 30 ft in length, measured along the longest part of the building perpendicular to the front line, and (b) Such decrease shall not exceed 10 ft, so that the rear yard shall not be reduced to less than 20 ft. In the event that the lot in question exceeds 125 ft in length, the required rear yard will increase by 50% of the lot depth in excess of 125 ft.



4.12 Area, Bulk, Density and Setback Standards - R-4 - General Residence District

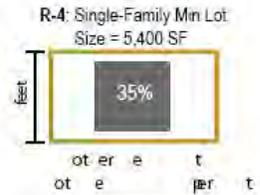
Use Category	Zoning District
	Residential Zone R-4
Lot Standards	
Min. lot size (sq ft)	5,400 SF
Min. lot area all non SF dwelling types (per unit)	3,000 SF
Min. lot width (ft) detached Single-Family w/attached garage	60 ft
Max. impervious coverage Single-Family (%)	60%
Max. building coverage Single-Family (%)	35%
Minimum Ground Floor Area Per Dwelling	
SF detached 1-story dwelling w/o basement	1,100 SF
SF detached 1-story dwelling with basement	1,000 SF
SF detached dwellings with (1+ stories)	650 SF
SF semi-detached dwelling (1 story)	1,000 SF
SF semi-detached dwelling (1+ stories)	650 SF
Two-Family Detached Dwellings	1,000 SF
Building Standards	
Single-Family Attached or Detached Max Building Ht for pitched roofs <i>(Note 1)</i>	35 ft; or 2 stories
Single-Family Max Building Ht for flat roofs	22 ft
Finished 1st Floor Ht Limit (Single-Family Detached) <i>(elevation at top of curb to the top of the finished first floor)</i>	Max 3 ft
Multi-Family or Non-Residential Max. Building Ht (ft)	45 ft
Maximum FAR	
SF Detached, lot size \geq 6,000 SF	0.6
SF Detached, lot size $<$ 6,000 SF, or total floor area $<$ 3,600 SF	0.66
Multi-family residential	0.6
Non residential permitted or special uses	0.6
Yard Standards (Note 2)	
Minimum front setback (ft)	25 ft
Max front yard coverage with impervious surface (%)	50%
Min. interior side setback (ft) Single-Family detached dwellings	5 ft or 10% of lot width*
Min. interior side setback (ft) Single-Family semi-detached dwellings (one yard only)	5 ft
Min. interior side yard (single-family attached)	None
Min. interior side yard setback (ft) Multi-family dwellings and Non-Residential uses	5 ft
Min. rear setback (ft)	30 ft
Min. rear setback (ft) where alley exists (measured from center line of alley)	38 ft
Spacing between buildings (2 or more SF attached or multi-family)	
- Front wall of building to front or rear	50 ft
- Rear wall of building to rear wall	40 ft
- Side wall of building to front or rear (NOTE 3)	20 ft
- Side wall of building to side wall (NOTE 4)	10 ft
- Wall with no windows or doors facing wall with no windows or door	10 ft

Notes:

- 1) Height does not apply to multi-family dwellings or non-residential structures / 35 ft or 2 stories, whichever is less
- 2) Yards general, for buildings more than 30 ft in height, each front, side and rear yard as required above shall be increased in width or depth by two feet for each additional one foot of building height over 30 feet.
- 3) Where a side wall faces a front or a rear wall, and there are more than 4 windows per floor, 2 of which are bathroom or storage, then the building separation shall not be less than 40 feet or 50 feet where one of the walls contains an entrance door.
- 4) Where a side wall faces another side wall, and there are more than 4 windows per floor, 2 of which are bathroom or storage, then the building separation shall not be less than 40 feet or 50 feet where one of the walls contains an entrance door.

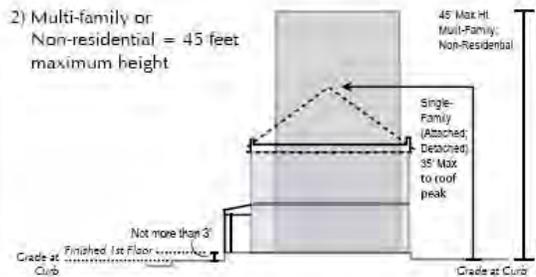
Lot Standards

- 1) Maximum Building Coverage of 35% means the percentage of the lot occupied by any building including accessory buildings or structures.



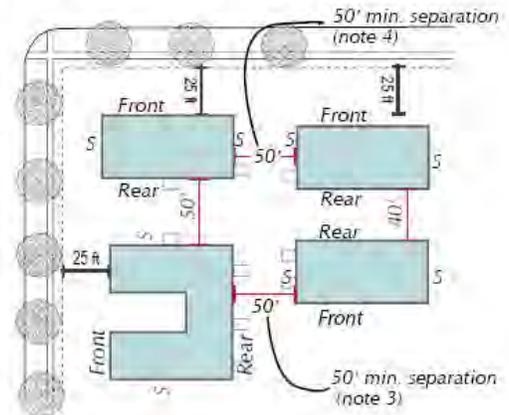
Building Height

- 1) Single Family Detached/Attached Residential Building Height: Vertical distance from grade at curb to the highest point of a flat roof or to the roof peak for pitched roofs. Chimneys, towers, or similar projections are excluded.



Building Separation (SF Attached or Multi-Family)

- 1) Building separation applies to spacing between single-family attached or multi-family buildings
- 2) Greater separation shall be required where side or rear walls have 4 or more windows and/or entry doors (see notes).



Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Section 4.07(13) of the Zoning Ordinance Regarding Additional Standards for the Lincoln Avenue Corridor

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since the 2008 comprehensive Zoning Ordinance update, certain errors within this Ordinance have been identified. One of these errors is regarding a reference to Additional Standards for the Lincoln Avenue Corridor.

Section 4.07(13) relates to the Lincoln Avenue Corridor. This section, states that additional standards are found in Article VIII, Parts B and D of the Zoning Ordinance (*emphasis added*). However, the Zoning Ordinance does not have an Article VIII, Part D and therefore this reference to non-existent section D should be eliminated. To consider this text amendment, at the November 20, 2012 Village Board meeting, the Village Board referred this matter to the Plan Commission for a public hearing.

At the January 9, 2013 meeting, the Plan Commission considered staff's recommendation to simply eliminate the incorrect Part D reference. The Plan Commission concurred that the erroneous section reference should be eliminated. Accordingly, by a unanimous vote of 4-0, the Plan Commission recommends to eliminate the reference to Article VIII, Part D as currently found in Section 4.07(13) of the Zoning Ordinance.

Consistent with this Plan Commission recommendation, attached for approval is the proposed Ordinance prepared by the Village Attorney.

FINANCIAL IMPACT:

N/A

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Excerpt from January 9, 2013 Plan Commission Minutes (draft)
3. Staff Report to Plan Commission
4. Section 4.07(13) of the Zoning Ordinance

5. Section VIII of the Zoning Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance Granting a Text Amendment concerning the elimination of an erroneous section reference to additional standards for the Lincoln Avenue Corridor.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING SECTION 4.07 OF THE VILLAGE
OF LINCOLNWOOD ZONING ORDINANCE REGARDING
ADDITIONAL STANDARDS FOR THE LINCOLN AVENUE CORRIDOR**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF FEBRUARY, 2013.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this _____ day of _____, 2013

ORDINANCE NO. 2013-_____

AN ORDINANCE AMENDING SECTION 4.07 OF THE VILLAGE
OF LINCOLNWOOD ZONING ORDINANCE REGARDING
ADDITIONAL STANDARDS FOR THE LINCOLN AVENUE CORRIDOR

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Section 4.07(13) of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), references additional standards for the Lincoln Avenue corridor within the Village; and

WHEREAS, the Village President and Board of Trustees desire to amend Section 4.07(13) of the Zoning Ordinance in order to eliminate an erroneous Zoning Ordinance section reference to additional standards for the Lincoln Avenue Corridor ("**Proposed Amendment**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on December 20, 2012, the Village Plan Commission conducted a public hearing on January 9, 2013 concerning the Proposed Amendment; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees adopt the Proposed Amendment, as set forth in this Ordinance; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendment, as set forth in this Ordinance, is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. ADDITIONAL STANDARDS FOR THE LINCOLN AVENUE CORRIDOR. Section 4.07(13) of Article IV of the Zoning Ordinance shall be amended further, and shall read as follows:

Additions are bold and double-underlined; ~~deletions are struck through.~~

"4.07 Additional use standards for business and office districts.

* * *

(13) Additional Standards for the Lincoln Avenue Corridor. Properties within the Lincoln Avenue Overlay District are subject to additional standards as stated in Article VIII, ~~Parts~~ **Part B and D** of this Zoning Ordinance."

* * *

SECTION 3. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this ____ day of February, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of February, 2013.

Lawrence Elster, President Pro Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the
____ day of February, 2013.

Douglas Petroschius, Deputy Village Clerk
Village of Lincolnwood, Cook County, Illinois

Additions are bold and double-underlined; ~~deletions are struck through.~~

January 9, 2013



driveway for the purposes of parking. That driveway no longer led to an approved parking space and that driveway then was converted to a parking space. The code says you cannot have parking in the front yard. The resident sought a variation and the Zoning Board of Appeals recommended denial. The Village Board sought the Plan Commission to seek a review of this code section.

Commissioner Sampen noted that he is not in favor of changing the requirement. Commissioner Goldfein stated there is nothing wrong with the requirement as written.

Chairman Eisterhold asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Goldfein made a motion of no change to the existing Ordinance. Seconded by Commissioner Touras. Motion carried 4-0 Aye.

VI. PUBLIC HEARING: Principal Structure Front Yard Setback Requirement – Zoning Code Text Amendment
Request: Text Amendment to Relocate Regulation for Average Front Yard Setback to Section IV of Zoning Ordinance

Development Manager introduced Community Development Department Intern Andrea Litzhoff. Ms. Litzhoff explained that it makes sense to move Article III Section 3.09.3 to Article IV Sections 4.11 and 4.12. Also, need to change from Residential District to All Districts. It should be in regulating bulk standards and setback requirements for principal structures.

Chairman Eisterhold questioned if anyone in the audience wanted to speak on this matter. There was none. Motion made by Commissioner Goldfein to make suggested change as presented by Staff. Seconded by Commissioner Sampen. Motion carried 4-0. Aye.

VII. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Correct Footnote References of the Land Use Table

Development Manager explained a Text Amendment as proposed to correct erroneous additional standard references for Townhouse, Multi-Family Dwelling and Residential Units above first floor commercial. Those section references are incorrect. The Text Amendment is not to change the classification or standards, it is to correct the incorrect references from the non-existent 4.07(2)12 to 4.07(12).

Chairman Eisterhold asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Sampen made a motion to make the change for the correct section reference. Seconded by Commissioner Goldfein. Motion carried 4-0 Aye.

VIII. PUBLIC HEARING: Additional Standards for Lincoln Avenue Corridor – Zoning Code Text Amendment
Request: Text Amendment to Correct Section References

January 9, 2013

DRAFT

Ms. Litzhoff explained this Text Amendment is to eliminate unnecessary wording. The Code states that Additional Standards for the Lincoln Avenue Corridor. Properties within the Lincoln Avenue Overlay District are subject to additional standards as stated in Article VIII, Parts B and D of this Zoning Ordinance. There is no part D.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to make the necessary correction and eliminate Part D made by Commissioner Touras and seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

IX. PUBLIC HEARING: Residential Corner Side Yard Setback Requirement – Zoning Code Text Amendment
Request: Text Amendment to Add Corner Side Yard Setback in R4 District

Development Manager Cook stated currently there is no regulation for requirement for corner side yard setback in R4 district. It is 10 feet in the R1-R3 zoning districts. The prior Zoning Code doesn't have any requirements for corner side yard setback in R4. Staff recommends a 10 foot corner side yard setback consistent with other R1-R3 districts. Staff believes that not including R4 was an omission.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to amend to add corner side yard setback to 10 feet in the R4 district made by Commissioner Sampen and Seconded by Commissioner Touras. Motion approved 4-0 Aye.

X. PUBLIC HEARING: Wall Sign Requirements- Zoning Code Text Amendment
Request: Text Amendment to Requirements of Number of Wall Signs

Development Manager Cook explained Article XI of the Zoning Code regulates signage within the community. The sign regulations were at one time a stand-alone ordinance however, in 2009 the previously separate Sign Ordinance was incorporated into the Zoning Code as Article XI. Section 11.04 regulates permitted on premises signs which includes requirements for maximum number of wall signs. Section 11.04(2)i also contains certain exceptions which allows for additional wall signs. One of the exceptions reads: The Zoning Officer may authorize one wall sign on walls not facing a street, provided the wall is adjacent to nonresidential property and is visible from the street. The exception staff believes is intended to permit signs in the "back of the house" in which is not visible from residential properties that is not visible from the street. Under these conditions, such a sign would not be considered to add to sign clutter as a result allowed. Staff believes that the specific wording should be changed to *not* visible from the street.

Chairman Eisterhold asked if there was anyone in the audience that wanted to comment. There was none. Motion to clarify certain exception to the maximum number of wall signs made by Commissioner Touras and Seconded by Commissioner Sampen. Motion approved 4-0 Aye.



Staff Report Plan Commission January 9, 2013

Subject Property: N/A (Text Amendment)

Zoning District: Requested action is applicable to the Lincoln Avenue Overlay District.

Requested Action: Text amendment to modify Article IV Section 4.07.13

Nature of Request: A text amendment is proposed to the Zoning Code to delete unnecessary wording from Article IV Section 4.07.13

Petitioner: Village Board

Summary

Article IV Section 4.07 regulates additional use standards for the Business and Office Districts. Article IV Section 4.07.13 states:

“(13) **Additional Standards for the Lincoln Avenue Corridor.** Properties within the Lincoln Avenue Overlay District are subject to additional standards as stated in Article VIII, Parts B and D of this Zoning Ordinance.”

As written, this clause is incorrect because Article VIII does not contain a Part D. Article VIII, Special Districts, only contains a Part A, Part B, and Part C (see Article VIII Table of Contents attachment). Article VIII, Part D is non-existent in the Zoning Code.

Recommendation

To correct this, staff recommends this:

“(13) **Additional Standards for the Lincoln Avenue Corridor.** Properties within the Lincoln Avenue Overlay District are subject to additional standards as stated in Article VIII, Parts B ~~and D~~ of this Zoning Ordinance.”

Attachments:

1. Zoning Code Excerpt: Article IV 4.07.13
2. Zoning Code Excerpt: Article VIII Table of Contents

- b. Such use shall not be in excess of 2,500 square feet, including the square footage of any open or closed patio, paved area, or public sidewalk which sidewalk is leased from the Village and is used to serve or consume alcoholic beverages.
 - c. Such use and the lot on which it is located shall not be located within five hundred (500) feet of another bar, tavern, or lounge use, said measurement being made from the point of the commercial lot nearest any other bar, tavern or lounge.
- (11) **Animal Shelter/Kennel.** Animal shelter/kennels as defined in this Ordinance, shall be subject to the following standards:
- a. Such use shall be limited to the treatment or care of domestic pets and animals only;
 - b. Kennels shall be located entirely within the building and soundproofed to meet the standards of established by the Illinois Pollution Control Board of the Environmental Protection Agency, as may be amended from time to time.
- (12) **Residential Uses.** Any residential use permitted in the business districts shall comply with the Lincoln Avenue Overlay District (Article VIII, Part B), and the Village Center Planned Development District (Article VIII, Part C) and the following additional standards:
- a. Ground floor dwelling units are prohibited in all business districts, unless otherwise permitted in the residential infill area – Section 8.14 – (Recommended Standards for the Business/Residential Infill Area) of the Lincoln Avenue Overlay District;
 - b. B-1, and B-3 residential uses shall comply with all standards of Article VIII, Parts B, and C of this Ordinance – Lincoln Avenue Overlay District, and Village Center Planned Development District.
 - c. Any form of residential parking is prohibited in all portions of the front yard and individual garage doors shall not face the public street; and
 - d. Any form of residential parking is prohibited in any portion of the corner side yard.
- (13) **Additional Standards for the Lincoln Avenue Corridor.** Properties within the Lincoln Avenue Overlay District are subject to additional standards as stated in Article VIII, Parts B and D of this Zoning Ordinance.
- (14) **Site Plan Review, Landscape and Parking Standards.** Site plan approval shall be required for all new construction and additions to existing structures. Site plan, site design and landscape standards are required as enumerated in Article V of this Zoning Ordinance. Off-street parking shall be provided for each use shown in Table 4.01.1,

ARTICLE VIII – SPECIAL DISTRICTS

Organization:

Part A: Planned Unit Developments

- 8.01 Purpose
- 8.02 Objectives
- 8.03 Applicability of Zoning Ordinance Regulations
- 8.04 Standards
- 8.05 Procedure
- 8.06 Specific Content
- 8.07 Conditions and Guarantees

Part B: Lincoln Avenue Overlay District

- 8.08 Purpose
- 8.09 Boundaries
- 8.10 General Requirements
- 8.11 Additional Standards: B-3 PD District
- 8.12 Additional Standards: Mixed-Use Hubs
- 8.13 Additional Standards: Business/Residential Transition Area
- 8.14 Additional Standards: Business Transition Area
- 8.15 Parking
- 8.16 Building and Site Enhancements
- 8.17 Building and Site Enhancements

Part C: Village Center Planned Unit Development District

- 8.18 Purpose and Intent
- 8.19 Boundary and Size
- 8.20 General Objectives
- 8.21 Permitted Uses
- 8.22 Prohibited Uses
- 8.23 Signs
- 8.24 Lincoln Avenue Overlay District, Site Development Standards

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Table 4.01.1 of the Zoning Ordinance Regarding Additional Standards for Townhouse, Multi-Family Dwelling, and Residential Units Above First Floor Commercial

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since the 2008 comprehensive Zoning Ordinance update, certain errors within the Ordinance have been identified. One of these errors is regarding references within the Land Use Table to Additional Standards for certain residential uses.

Townhouse, Multi-family dwelling, and Residential units, above 1st floor commercial have additional standards which are found in Section 4.07(12). However the existing Land Use Table references to this section are incorrect. The current section reference to 4.07(2)12 does not exist. To remedy this error, at the November 20, 2012 Village Board meeting, the Village Board referred this matter of a text amendment to the Plan Commission for a public hearing.

At its January 9, 2013 meeting, the Plan Commission considered staff's recommendation to correct this reference. The Plan Commission concurred that the erroneous section reference should be corrected. Accordingly, by a unanimous vote of 4-0, the Plan Commission recommends that all incorrect references to additional standards for Townhouse, Multi-family dwelling, and Residential units, above 1st floor commercial found in the Land Use Table, be corrected to the correct section, Section 4.07(12) of the Zoning Ordinance.

Consistent with this Plan Commission recommendation, attached for approval is the proposed Ordinance prepared by the Village Attorney.

FINANCIAL IMPACT:

N/A

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Excerpt from January 9, 2013 Plan Commission Minutes (draft)
3. Staff Report to Plan Commission

4. Table 4.01.1 of the Zoning Ordinance
5. Section 4.07(12) of the Zoning Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance Granting a Text Amendment concerning the correction of erroneous section references related to additional standards for Townhouse, Multi-family dwelling, and Residential units, above 1st floor commercial found in the Land Use Table.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING TABLE 4.01.1 OF THE
VILLAGE OF LINCOLNWOOD ZONING ORDINANCE REGARDING
ADDITIONAL STANDARDS FOR TOWNHOUSE, MULTI-FAMILY DWELLING, AND
RESIDENTIAL UNITS ABOVE FIRST FLOOR COMMERCIAL**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF FEBRUARY, 2013.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this ____ day of _____, 2013

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING TABLE 4.01.1 OF THE
VILLAGE OF LINCOLNWOOD ZONING ORDINANCE REGARDING
ADDITIONAL STANDARDS FOR TOWNHOUSE, MULTI-FAMILY DWELLING, AND
RESIDENTIAL UNITS ABOVE FIRST FLOOR COMMERCIAL**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Table 4.01.1 of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), references additional standards for townhouse, multi-family dwelling, and residential units above first floor commercial units within the Village; and

WHEREAS, the Village President and Board of Trustees desire to amend Table 4.01.1 of the Zoning Ordinance in order to correct erroneous Zoning Ordinance section references to those additional standards ("**Proposed Amendment**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on December 20, 2012, the Village Plan Commission conducted a public hearing on January 9, 2013 concerning the Proposed Amendment; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees adopt the Proposed Amendment, as set forth in this Ordinance; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendment, as set forth in this Ordinance, is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. ADDITIONAL STANDARDS FOR TOWNHOUSE, MULTI-FAMILY DWELLING, AND RESIDENTIAL UNITS ABOVE FIRST FLOOR COMMERCIAL. Table 4.01.1 of Article IV of the Zoning Ordinance shall be amended further, and shall read as follows:

Additions are bold and double-underlined; ~~deletions are struck through.~~

"TABLE 4.01.1 – Permitted and Special Uses in All Zoning Districts

* * *

Use Category	Zoning Districts										
	Residential				Business			Office	Manufacturing/ Business	Public	Standard
	R-1	R-2	R-3	R-4	B-1	B-2	B-3 PD	O-1	M-B	P	
RESIDENTIAL											
Household Living											
Single-family dwelling	P	P	P	P	-	-	-	-	-	-	
Duplex (SF Semi-attached)	-	-	-	P	-	-	-	-	-	-	
Townhouse	-	-	-	P	Note1	-	-	-	-	-	§4.07 (12) (2)12
Multi-family dwelling	-	-	-	P	Note1	-	P	-	-	-	§4.07 (12) (2)12
Residential units, above 1 st floor commercial	-	-	-	-	Note3	-	P	-	-	-	§4.07 (12) (2)12"

* * *

SECTION 3. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

Additions are bold and double-underlined; ~~deletions are struck through.~~

PASSED this _____ day of February, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of February, 2013.

Lawrence Elster, President Pro Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the
_____ day of February, 2013.

Douglas Petroschius, Deputy Village Clerk
Village of Lincolnwood, Cook County, Illinois

Additions are bold and double-underlined; ~~deletions are struck through.~~

January 9, 2013



driveway for the purposes of parking. That driveway no longer led to an approved parking space and that driveway then was converted to a parking space. The code says you cannot have parking in the front yard. The resident sought a variation and the Zoning Board of Appeals recommended denial. The Village Board sought the Plan Commission to seek a review of this code section.

Commissioner Sampen noted that he is not in favor of changing the requirement. Commissioner Goldfein stated there is nothing wrong with the requirement as written.

Chairman Eisterhold asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Goldfein made a motion of no change to the existing Ordinance. Seconded by Commissioner Touras. Motion carried 4-0 Aye.

VI. PUBLIC HEARING: Principal Structure Front Yard Setback Requirement – Zoning Code Text Amendment
Request: Text Amendment to Relocate Regulation for Average Front Yard Setback to Section IV of Zoning Ordinance

Development Manager introduced Community Development Department Intern Andrea Litzhoff. Ms. Litzhoff explained that it makes sense to move Article III Section 3.09.3 to Article IV Sections 4.11 and 4.12. Also, need to change from Residential District to All Districts. It should be in regulating bulk standards and setback requirements for principal structures.

Chairman Eisterhold questioned if anyone in the audience wanted to speak on this matter. There was none. Motion made by Commissioner Goldfein to make suggested change as presented by Staff. Seconded by Commissioner Sampen. Motion carried 4-0. Aye.

VII. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Correct Footnote References of the Land Use Table

Development Manager explained a Text Amendment as proposed to correct erroneous additional standard references for Townhouse, Multi-Family Dwelling and Residential Units above first floor commercial. Those section references are incorrect. The Text Amendment is not to change the classification or standards, it is to correct the incorrect references from the non-existent 4.07(2)12 to 4.07(12).

Chairman Eisterhold asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Sampen made a motion to make the change for the correct section reference. Seconded by Commissioner Goldfein. Motion carried 4-0 Aye.

VIII. PUBLIC HEARING: Additional Standards for Lincoln Avenue Corridor – Zoning Code Text Amendment
Request: Text Amendment to Correct Section References



Staff Report Plan Commission January 9, 2013

Subject Property: N/A (Text Amendment)

Requested Action: Text amendment to correct section and standard references within the Permitted and Special Uses table Article IV Table 4.01.1.

Nature of Request: A text amendment is proposed to correct erroneous additional standards references for Townhouse, Multi-family dwelling, and Residential units, above 1st floor commercial as found in the Permitted and Special use table.

Petitioner: Village Board

Summary

The Zoning Code includes a table of Permitted and Special Uses in All Zoning Districts, Table 4.01.1. For certain uses, there are additional standards that are found later in Article IV. The Land Use table includes section references to direct the user to these additional standards. Examples of land uses with additional standards are many multi-family uses, dry-cleaning services, eating and drinking establishments, etc.

The proposed text amendment is to clean-up the section references for multi-family uses. Currently, the land use table states that additional standards for Townhouse, Multi-family dwelling, and Residential units, above 1st floor commercial are found in Section 4.07(2)12. No such section exists in the Zoning Code and staff believes the intended section reference is Section 4.07(12).

Recommendation

Staff recommends that the Land Use table be amended to correct erroneous section references for additional standards for Townhouse, Multi-family dwelling, and Residential units, above 1st floor commercial from Section 4.07(2)12 to 4.07(12).

Attachments:

1. Zoning Code Excerpt: Article IV Table 4.01.1 and 4.07(12)

PART B: PERMITTED AND SPECIAL USES IN DISTRICTS

4.04 USE DISTRICT TABLE

- (1) **Permitted Uses.** Uses identified with a “P” in Table 4.01.1 are permitted as of right in each respective district, provided that uses comply with all other applicable standards of this Ordinance. No building or premises improved or unimproved shall be used, and no building shall be hereafter erected, converted, enlarged, reconstructed, or structurally altered, except for a purpose permitted in the district in which the building or land use located as shown in Table 4.04.1, except for:
 - a. Uses lawfully established prior to the effective date of this Zoning Ordinance or in accordance with Article IX, Nonconformities, of this Ordinance.
 - b. Special uses allowed in accordance with Article V, Section 5.18, Special Uses.
- (2) **Special Uses.** Uses identified with an “S” in Table 4.01.1 are considered special uses and may be permitted in the subject district only after review and approval in accordance with Article V, Section 5.18 (Special Uses) of this Ordinance.
- (3) **Prohibited Uses.** Uses identified with a “–” in Table 4.01.1 are expressly prohibited in the subject district. Uses that are not listed may also be prohibited; determination of whether an unlisted use may be permitted shall be made by the Building Commissioner in accordance with Section 4.01 (Interpretation).

4.05 INTERPRETATION OF USES

The Village Board, upon recommendation of the Planning Commission, shall have the right to permit any other use not specifically listed in the following Table 4.01.1 without formal amendment, provided that the proposed use is similar to and compatible with those uses permitted in the district in question, and which is consistent with the purposes of this Ordinance.

TABLE 4.01.1 – Permitted and Special Uses in All Zoning Districts

Procedure for determining permitted and special uses in each district: Below is a use table for all zoning districts. For a property located in an Overlay District additional restrictions and standards may apply.

Step 1) Check the Lincoln Avenue Overlay District (§8.2 of this Zoning Ordinance), See the Boundary Map §8.02, **Step 2)** If your property falls within the Lincoln Avenue Overlay District, see Table 4.01.1 below for permitted or special uses and §8.03-8.08 for additional design standards, **Step 3)** If your property does not fall within the designated Overlay Boundary, refer to Table 4.01.1 below for permitted and special uses in each district.

Use Category	Zoning Districts										
	Residential				Business			Office	Manufacturing /Business	Public	Standard
	R-1	R-2	R-3	R-4	B-1	B-2	B-3 PD	O-1	M-B	P	

Use Category	Zoning Districts										
	Residential				Business			Office	Manufacturing /Business	Public	Standard
	R-1	R-2	R-3	R-4	B-1	B-2	B-3 PD	O-1	M-B	P	
RESIDENTIAL											
Household Living											
Single-family dwelling	P	P	P	P	-	-	-	-	-	-	
Duplex (SF Semi-attached)	-	-	-	P	-	-	-	-	-	-	
Townhouse	-	-	-	P	Note 1	-	-	-	-	-	§ 4.07(2)12
Multi-family dwelling	-	-	-	P	Note 1	-	P	-	-	-	§ 4.07(2)12
Residential units, above 1 st floor commercial	-	-	-	-	Note 3	-	P	-	-	-	§ 4.07(2)12
Group Living											
Assisted living facility (Note 4)	-	-	-	S	-	-	-	S	S	-	
Community residence	Note 7	Note 7	Note 7	Note 7	-	-	-	-	-	-	
Independent Living Facility or Senior Housing Facility	-	-	-	-	-	-	-	-	S	-	
Nursing and personal care facility (Note 5)	-	-	-	S	-	-	-	S	S	-	
COMMERCIAL											
Adult use	-	-	-	-	-	-	-	-	S	-	
Animal Services											
Animal grooming, pet sales & service	-	-	-	-	P	P	P	-	P	-	
Animal hospital/veterinarian's office	-	-	-	-	-	P	-	-	P	-	
Animal shelter/kennel	-	-	-	-	-	S	-	-	S	-	§ 4.07(11)
Artist studio or Art gallery	-	-	-	-	P	P	P	-	P	-	
Construction Sales & Service											
Building material sales	-	-	-	-	-	P	-	-	P	-	
Dry Cleaning Services											
Dry cleaning, pickup (no on-premises cleaning facilities)	-	-	-	-	P	P	P	-	P	-	§ 4.07 (9)
Dry cleaning plant (serving more than one retail outlet)	-	-	-	-	-	S	-	-	P	-	
Eating & Drinking Establishments											
Restaurant, < 5,000 SF	-	-	-	-	P	P	P	-	S	-	§ 4.07 (6)
Restaurant, >= 5,000 SF	-	-	-	-	S	S	P	-	S	-	§ 4.07 (6)
Pub, Bar, Lounge	-	-	-	-	S	S	P	-	S	-	§ 4.07 (10)
Entertainment & Recreation											
Billiard club	-	-	-	-	S	S	P	-	-	-	
Golf course, private	S	S	S	S	-	-	-	-	-	-	
Health club or Recreation facility, private	-	-	-	-	S	P	P	S	S	-	
Entertainment venue	-	-	-	-	S	S	S	-	-	-	
Facility with drive-through	-	-	-	-	S	S	P	-	-	-	§ 4.07 (8)
Financial Services											
Bank, credit union, savings & loan	-	-	-	-	-	P	-	-	-	-	
Food & Beverage Retail Sales											
Convenience store	-	-	-	-	P	P	P	-	-	-	
Grocery store, < 30,000 SF	-	-	-	-	P	P	P	-	-	-	

Use Category	Zoning Districts											
	Residential				Business			Office	Manufacturing /Business	Public	Standard	
	R-1	R-2	R-3	R-4	B-1	B-2	B-3 PD	O-1	M-B	P		
Grocery store, >/= 30,000 SF	-	-	-	-	S	S	P	-	-	-		
Liquor store, package goods	-	-	-	-	S	S	S	-	S	-		
Lodging												
Bed & breakfast (4 or less guest rooms)	-	-	-	-	S	S	P	-	-	-		
Hotel/motel	-	-	-	-	S	S	P	-	-	-		
Office (except as more specifically regulated)												
Office, general or professional	-	-	-	-	P	P	P	P	P	-		
Open-air Parking Lot	-	-	-	-	S	S	P	P	S	-		
Parking garage	-	-	-	-	S	S	P	P	S	-		
Personal Service Establishments												
General, < 2,000 SF	-	-	-	-	P	P	P	-	-	-		
General, >/= 2,000 SF	-	-	-	-	S	S	P	-	-	-		
Retail Sales & Service (except as more specifically regulated)												
< 10,000 SF	-	-	-	-	P	P	P	-	P (§4.08 (1))	-		
>/= 10,000 SF	-	-	-	-	S	S	P	-	P (§4.08 (1))	-		
Greenhouse/Nursery	S	S	S	S	-	-	-	-	S	-		
Services, consumer												
Car and light truck rental	-	-	-	-	-	S	-	-	P	-		
Car wash	-	-	-	-	-	-	-	-	P	-		
Catering (Note 6)	-	-	-	-	S	S	P	S	P	-		
Laundromat	-	-	-	-	-	P	-	-	P	-		
Vehicle Sales & Service												
Auto body & repair	-	-	-	-	-	S	-	-	P	-		
Auto service or gas station	-	-	-	-	-	S	-	-	P	-		
Auto/light truck sales & service	-	-	-	-	S	S	-	-	P	-		
Vehicle storage and towing	-	-	-	-	-	-	-	-	P	-		
Industry and Manufacturing												
Research Laboratory	-	-	-	-	-	S	-	S	S	-		
Support Laboratory	-	-	-	-	-	S	-	S	S	-		
Manufacturing, light	-	-	-	-	-	-	-	P	P	-		
Manufacturing, medium	-	-	-	-	-	-	-	-	P	-		
Wholesale Establishment	-	-	-	-	-	-	-	S	P	-		
Warehouse, Storage, and Freight												
Freight terminal, truck, rail, intermodal, distribution centers	-	-	-	-	-	-	-	-	S	-		
Outdoor storage	-	-	-	-	-	-	-	-	S	-	§ 4.07 (7)	
Warehouse	-	-	-	-	-	-	-	S	P	-		
MISCELLANEOUS/ INSTITUTIONAL												
Child or Adult Care Facilities												
Child/Elderly Development Center	-	-	-	-	P	P	P	P	-	-		
Day care Nursery	S	S	S	S	-	-	-	-	-	-		
Elderly Daycare Home	S	S	S	S	-	-	-	-	-	-		
Community Facilities												
Community center	S	S	S	S	-	-	-	-	-	P		
Library	P	P	P	P	P	P	P	-	-	-		
Lodge, fraternal and civic	-	-	-	-	-	S	-	-	-	-		

Use Category	Zoning Districts											
	Residential				Business			Office	Manufacturing /Business	Public	Standard	
	R-1	R-2	R-3	R-4	B-1	B-2	B-3 PD	O-1	M-B	P		
assembly												
Municipal facility	P	P	P	P	P	P	P	P	P	-		
Parks and playground	P	P	P	P	P	P	P	P	P	P		\$4.09
Postal services	-	-	-	-	S	S	P	P	P	-		
Educational Facility												
College and university	-	-	-	-	-	-	-	S	S	-		
School, k-12	P	P	P	P	-	-	-	-	-	-		
Trade, Music or Dance School, for-profit	-	-	-	-	P	P	P	S	S	-		
Health Services												
Hospital	-	-	-	S	-	S	-	S	-	-		
Massage Therapy	-	-	-	-	S	S	P	-	-	-		
Medical clinic	-	-	-	-	-	S	-	P	P	-		
Office, medical, outpatient only	-	-	-	-	P	P	P	P	P	-		
Planned development	S	S	S	S	S	S	P	S	S	-		
Religious Use												
Cemetery	S	S	S	S	-	-	-	-	-	-		
Religious institution, on a lot less than ½ acre	S	S	S	S	-	P	-	-	-	-		
Religious institution, on a lot ½ acre or greater	P	P	P	P	-	P	-	-	-	-		
Utilities	S	S	S	S	S	S	P	S	S	S		

(Ordinance No. 2009-2867, 2011-2948, and 2012-2987)

Note 1: Ground floor residential uses (multi-family or townhomes) are only permitted within the Business/Residential Transition Area of the Lincoln Avenue Overlay District. See Section 8.06 *Additional Standards for the Business/Residential Transition Area of the Overlay District*.

Note 2: Restrictions on commercial uses within the Business/Residential Transition Area may apply (See Section 4.07 (2) and 8.06 of the Lincoln Avenue Overlay District for additional standards).

Note 3: Upper floor residential uses are only permitted within the Lincoln-Pratt- Crawford hub, Devon-Lincoln hub and the Business/Residential Transition Area of the Lincoln Avenue Overlay District. See Section 8.13 and Section 8.14 of the Overlay District.

Note 4: An Assisted Living Facility use cannot be established on a lot not less than one hundred feet (100') in width and one (1) acre in area.

Note 5: A Nursing and Personal Care Facility use cannot be established on a lot of less than five (5) acres in area.

Note 6: A Catering business or activity may hold on-premise "open house" or special event tasting which do not exceed twelve (12) per year. If such "open house" or special event tasting (or any other activity of the Caterer, Catering Establishment or Catering Service) involve the serving of alcoholic beverages, the business or activity must be licensed by the Village as an alcoholic liquor retailer and must comply with all state statutes, state regulations, Village Ordinances and regulations, and the rules and regulations established by the Local Liquor Control Commissioner governing the dispensation of alcoholic beverages.

Note 7: Community Residences are allowed in all Residential Zoning Districts only in compliance with, and pursuant to, the Reasonable Accommodation provisions and procedures set forth in Section 4.06(3) of this Zoning Ordinance.

(Ordinance No. 2012-2993 and 2011-2948)

4.06 ADDITIONAL USE STANDARDS FOR THE RESIDENTIAL DISTRICTS

- b. Such use shall not be in excess of 2,500 square feet, including the square footage of any open or closed patio, paved area, or public sidewalk which sidewalk is leased from the Village and is used to serve or consume alcoholic beverages.
 - c. Such use and the lot on which it is located shall not be located within five hundred (500) feet of another bar, tavern, or lounge use, said measurement being made from the point of the commercial lot nearest any other bar, tavern or lounge.
- (11) **Animal Shelter/Kennel.** Animal shelter/kennels as defined in this Ordinance, shall be subject to the following standards:
- a. Such use shall be limited to the treatment or care of domestic pets and animals only;
 - b. Kennels shall be located entirely within the building and soundproofed to meet the standards of established by the Illinois Pollution Control Board of the Environmental Protection Agency, as may be amended from time to time.
- (12) **Residential Uses.** Any residential use permitted in the business districts shall comply with the Lincoln Avenue Overlay District (Article VIII, Part B), and the Village Center Planned Development District (Article VIII, Part C) and the following additional standards:
- a. Ground floor dwelling units are prohibited in all business districts, unless otherwise permitted in the residential infill area – Section 8.14 – (Recommended Standards for the Business/Residential Infill Area) of the Lincoln Avenue Overlay District;
 - b. B-1, and B-3 residential uses shall comply with all standards of Article VIII, Parts B, and C of this Ordinance – Lincoln Avenue Overlay District, and Village Center Planned Development District.
 - c. Any form of residential parking is prohibited in all portions of the front yard and individual garage doors shall not face the public street; and
 - d. Any form of residential parking is prohibited in any portion of the corner side yard.
- (13) **Additional Standards for the Lincoln Avenue Corridor.** Properties within the Lincoln Avenue Overlay District are subject to additional standards as stated in Article VIII, Parts B and D of this Zoning Ordinance.
- (14) **Site Plan Review, Landscape and Parking Standards.** Site plan approval shall be required for all new construction and additions to existing structures. Site plan, site design and landscape standards are required as enumerated in Article V of this Zoning Ordinance. Off-street parking shall be provided for each use shown in Table 4.01.1,

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Various Sections of the Zoning Ordinance Regarding Average Front Yard Setbacks in All Zoning Districts

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Existing regulations for front yard setbacks for principal structures are found in different sections of the Zoning Ordinance. One regulation is found in Section III of the Zoning Ordinance which primarily contains regulations for accessory structures and other regulations are found in Section IV of the Zoning Ordinance which primarily contains regulations for principal structures.

To improve readability and usefulness of the Code, staff believes it is most logical to locate all front yard setback requirements in Section IV of the Zoning Ordinance. As such, staff believes it is most logical to move Section 3.09(3), as written, to Section IV, in order to centrally locate all bulk and setback regulations within the same sections of the Zoning Ordinance. At the November 20, 2012 Village Board meeting, the Village Board referred this proposed text amendment to the Plan Commission for a public hearing.

At its January 9, 2013 meeting, the Plan Commission considered staff's recommendation to relocate the front yard setback standards found in Section 3.09(3) to Section IV of the Zoning Ordinance. The Plan Commission concurred that the section as written should be moved to Section IV in order to centrally locate the bulk and setback regulations within the same sections. Accordingly, by a unanimous vote of 4-0, the Plan Commission recommends relocating Section 3.09(3) to Section IV.

Consistent with this Plan Commission recommendation, attached for approval is the proposed Ordinance prepared by the Village Attorney. The Ordinance includes amendments to various sections needed in order to relocate Section 3.09(3) in the most logical and orderly manner.

FINANCIAL IMPACT:

N/A

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Excerpt from January 9, 2013 Plan Commission Minutes (draft)

3. Staff Report to Plan Commission
4. Section 3.09(3) of the Zoning Ordinance
5. Sections 4.11, 4.12, 4.13, and 4.14 of the Zoning Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance Granting a Text Amendment relocating additional front yard setback requirements, from Section III of the Zoning Ordinance to Section IV of the Zoning Ordinance.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE VILLAGE OF
LINCOLNWOOD ZONING ORDINANCE REGARDING AVERAGE FRONT YARD
SETBACKS IN ALL ZONING DISTRICTS**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF FEBRUARY, 2013.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this _____ day of _____, 2013

ORDINANCE NO. 2013-_____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE REGARDING AVERAGE FRONT YARD SETBACKS IN ALL ZONING DISTRICTS

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Section 3.09 of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), sets forth certain regulations governing yard requirements in all zoning districts within the Village; and

WHEREAS, the Village and Board of Trustees desire to amend Sections 3.09, 4.10, 4.11, 4.12, 4.13, and 4.14 of the Zoning Ordinance in order to clarify the additional front yard setback requirements applicable in all zoning districts ("**Proposed Amendment**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on December 20, 2012, the Village Plan Commission conducted a public hearing on January 9, 2013 concerning the Proposed Amendment; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees adopt the Proposed Amendment, as set forth in this Ordinance; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendment, as set forth in this Ordinance, is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. YARDS, GENERAL. Section 3.09 of Article III of the Zoning Ordinance shall be amended to delete the following text:

"3.09 Yards, General.

* * *

- (3) ~~On streets where a front yard setback of more or less depth than required by Article IV has been maintained for buildings existing on lots or tracts having a frontage of 40% or more of the total frontage on one side of a block, the front yard setback line for each remaining vacant interior lot along the block shall be the average distance of the existing front yard setbacks on that side of the block [Reserved].~~"

* * *

SECTION 3. UNIFORM STANDARDS FOR ALL ZONING DISTRICTS. Section 4.10(2)b of Article IV of the Zoning Ordinance shall be amended to add the following text which was previously located in Section 3.09 of the Zoning Ordinance:

"4.10 Scope of requirements.

* * *

- (2) Uniform Standards for All Zoning Districts. The following provisions and requirements shall apply in all zoning districts in the Village:
- a. No building or structure may be constructed within any sight triangle.
 - b. ~~[Reserved]~~ **On streets where a front yard setback of more or less depth than required pursuant to Article IV of this Zoning Ordinance has been maintained for buildings existing on lots or tracts having a frontage of 40% or more of the total frontage on one side of a block, the front yard setback line for each remaining vacant interior lot along the block shall be the average distance of the existing front yard setbacks on that side of the block.**"

* * *

SECTION 4. AREA, BULK, DENSITY AND SETBACK STANDARDS – ALL ZONING DISTRICTS. Sections 4.11, 4.12, 4.13, and 4.14 of Article IV of the Zoning Ordinance shall be amended further to add the following note to the "Minimum Front Setback" requirement set forth in the tables in Sections 4.11, 4.12, and 4.13, and to the "Front Yard" requirement set forth in the table in Section 4.14:

"See Section 4.10(2)b for an additional requirement concerning minimum front yard setbacks."

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance

shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this _____ day of February, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of February, 2013.

Lawrence Elster, President Pro Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the
_____ day of February, 2013.

Douglas Petroschius, Deputy Village Clerk
Village of Lincolnwood, Cook County, Illinois

January 9, 2013

DRAFT

driveway for the purposes of parking. That driveway no longer led to an approved parking space and that driveway then was converted to a parking space. The code says you cannot have parking in the front yard. The resident sought a variation and the Zoning Board of Appeals recommended denial. The Village Board sought the Plan Commission to seek a review of this code section.

Commissioner Sampen noted that he is not in favor of changing the requirement. Commissioner Goldfein stated there is nothing wrong with the requirement as written.

Chairman Eisterhold asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Goldfein made a motion of no change to the existing Ordinance. Seconded by Commissioner Touras. Motion carried 4-0 Aye.

VI. PUBLIC HEARING: Principal Structure Front Yard Setback Requirement – Zoning Code Text Amendment
Request: Text Amendment to Relocate Regulation for Average Front Yard Setback to Section IV of Zoning Ordinance

Development Manager introduced Community Development Department Intern Andrea Litzhoff. Ms. Litzhoff explained that it makes sense to move Article III Section 3.09.3 to Article IV Sections 4.11 and 4.12. Also, need to change from Residential District to All Districts. It should be in regulating bulk standards and setback requirements for principal structures.

Chairman Eisterhold questioned if anyone in the audience wanted to speak on this matter. There was none. Motion made by Commissioner Goldfein to make suggested change as presented by Staff. Seconded by Commissioner Sampen. Motion carried 4-0. Aye.

VII. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Correct Footnote References of the Land Use Table

Development Manager explained a Text Amendment as proposed to correct erroneous additional standard references for Townhouse, Multi-Family Dwelling and Residential Units above first floor commercial. Those section references are incorrect. The Text Amendment is not to change the classification or standards, it is to correct the incorrect references from the non-existent 4.07(2)12 to 4.07(12).

Chairman Eisterhold asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Sampen made a motion to make the change for the correct section reference. Seconded by Commissioner Goldfein. Motion carried 4-0 Aye.

VIII. PUBLIC HEARING: Additional Standards for Lincoln Avenue Corridor – Zoning Code Text Amendment
Request: Text Amendment to Correct Section References



Staff Report Plan Commission January 9, 2013

Subject Property: N/A (Text Amendment)

Zoning District: Requested action is applicable to All Zoning Districts.

Requested Action: Text amendment to move Article III Section 3.09(3) to Article IV Sections 4.11, 4.12, 4.13, and 4.14.

Nature of Request: A text amendment is proposed to the Zoning Code to move Article III Section 3.09(3) as written to Article IV Sections 4.11, 4.12, 4.13, and 4.14

Petitioner: Village Board

Summary

The purpose of the proposed text amendment is to relocate a section in Article III to Article IV of the Zoning Code. Article III of the Zoning Code primarily relates to yard obstructions and accessory structures. Article IV regulates bulk standards and setback requirements for principal structures.

The contents of Article III Section 3.09(3) are related to the average front yard setback requirements for principal structures. Article III Section 3.09(3) states:

“(3) On streets where a front yard setback of more or less depth than required by Article IV has been maintained for buildings existing on lots or tracts having a frontage of forty percent (40%) or more of the total frontage on one side of a block, the front yard setback line for each remaining vacant interior lot along the block shall be the average distance of the existing front yard setbacks on that side of the block.”

Sections 4.11, 4.12, 4.13, and 4.14 relate to area, bulk, density, and setback requirements for principal structures in all zoning districts. Section 3.09(3) would be more appropriately located in Article IV Sections 4.11, 4.12, 4.13, and 4.14.

Recommendation

Staff recommends moving Article III Section 3.09(3) to Article IV Sections 4.11 and 4.12. By moving this clause, citizens and staff will be able to centrally locate setback requirements for principal structures within Article IV. The relocation of Article III Section 3.09(3) as written to Article IV Sections 4.11, 4.12, 4.13, and 4.14 will make

Article IV more inclusive of all setback standards for principal structures in residential districts.

Attachments:

1. Zoning Code Excerpt: Article III Section 3.09(3)
2. Zoning Code Excerpt: Article IV Sections 4.11, 4.12, 4.13, and 4.14

PART C: YARDS, ALLOWABLE OBSTRUCTIONS

3.09 YARDS, GENERAL

- (1) The minimum yard space required under the terms of this Zoning Ordinance for one structure shall not again be considered as yard space for another adjoining structure.
- (2) No lot shall be reduced in area so that the yards or other open space and lot area become less than required by this Zoning Ordinance.
- (3) On streets where a front yard setback of more or less depth than required by Article IV has been maintained for buildings existing on lots or tracts having a frontage of forty percent (40%) or more of the total frontage on one side of a block, the front yard setback line for each remaining vacant interior lot along the block shall be the average distance of the existing front yard setbacks on that side of the block.
- (4) On a vacant through lot, both lot lines adjacent to a street shall be established as the front line, except that where two (2) or more through lots are contiguous and a front line has been established by an existing principal building on the contiguous through lot, the same street line shall thereafter be deemed to be the front lot line.

3.10 PERMITTED OBSTRUCTIONS IN REQUIRED YARDS

Table 3.10.01 below (Permitted Obstructions in Yards) list items which are permitted in yards and the location (e.g. front yard) where they are permitted. A “P” denotes that an obstruction is permitted; an “S” denotes that an obstruction is considered a special use and may be permitted in the subject district only after review and approval in accordance with Article V of this Ordinance; a “-”denotes that the obstruction is prohibited. (Ordinance No 2012-2987)

Table 3.10.01 Permitted Obstructions in Yards	Yard			
	Front	Rear	Side	Corner Side
Air conditioning window units, provided they do not extend more than two feet from window	P	P	P	P
Air conditioning condensers and equipment, other than window units, provided they are at least ten feet from side property lines and at least twenty feet from an adjoining residential property owner’s window	-	P	-	P
Arbors and trellises, not in excess of 8 feet in height	-	P	P	P
Architectural projections of sills, belt courses, cornices and ornamental features projecting nor more than eighteen (18) inches into a yard	P	P	P	P
Awnings and canopies, projecting into a yard not more than 10% of the depth of front or rear yard or 25% of the width of side yard	P	P	P	P
Backup electrical generator, provided they are at least ten feet from all property lines.	-	P	-	-
Balconies, open, not to exceed 4 feet from building	S	P	-	-

4.11 Area, Bulk, Density and Setback Standards - R-1, R-2, & R-3 Districts

Use Category	Residential Zones		
	R-1	R-2	R-3
Lot Standards (single-family dwelling units)			
Min. lot size (sq ft)	9,000 SF	7,000 SF	5,400 SF
Max. impervious coverage (%)	60%	60%	60%
Max. building coverage (%)	35%	35%	35%
Minimum Ground Floor Area Per Dwelling			
SF detached 1-story dwelling w/o basement	1,700 SF	1,400 SF	1,300 SF
SF detached 1-story dwelling with basement	1,500 SF	1,200 SF	1,100 SF
SF detached dwellings with (1+ stories)	1,000 SF	800 SF	700 SF
Building Standards			
Maximum building height (ft) Peaked Roof SF Detached (measured to roof peak)	35 ft	35 ft	35 ft
Maximum building height (ft) Flat Roof SF Detached (measured to the highest point of the flat roof)	22 ft	22 ft	22 ft
Finished 1st Floor height limit SF Res. (elevation at top of curb to the top of the finished first floor)	Max 3 ft	Max 3 ft	Max 3 ft
Maximum building height (ft) Non-Residential	40 ft	40 ft	40 ft
Maximum FAR			
SF Detached, lot size > / = 6,000 SF	0.6	0.6	0.6
SF Detached, lot size < 6,000 SF or total floor area < 3,600 SF	0.66	0.66	0.66
Non-residential permitted or special uses	0.5	0.5	0.5
Yard Standards			
Minimum front setback (ft)	25 ft	25 ft	25 ft
Max front yard coverage with impervious surface (%)	50%	50%	50%
Min. interior side setback (ft) Single-Family detached dwellings	5 ft or 10% of lot width*	5 ft or 10% of lot width*	5 ft or 10% of lot width*
Min. interior side yard setback (ft) Non-Residential uses	15 ft each side yard	15 ft each side yard	15 ft each side yard
Min. corner side setback (ft)	10 ft	10 ft	10 ft
Min. rear setback (ft)	30 ft	30 ft	30 ft

Note 1: See Section 2 - Definitions - of this Zoning Ordinance for further clarification on how standards are defined.

Note 2: SF Detached = Single-Family Detached Dwelling Unit

Lot Standards

- 1) Maximum impervious coverage of 60% includes all surfaces that do not allow water penetration (driveways, paving bricks, composed stone, building foundation, etc.).
- 2) Maximum Building Coverage of 35% means the percentage of the lot occupied by any building including accessory buildings or structures.

R-1: Min Lot Size = 9,000

Max Building Coverage = 35%

R-2: Min Lot Size = 7,000 SF

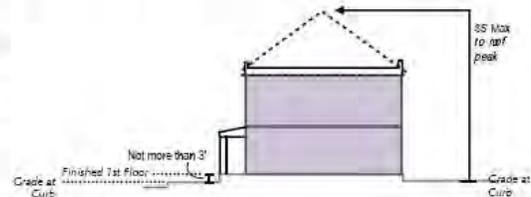
35%

R-3: Min Lot Size = 5,400 SF

35%

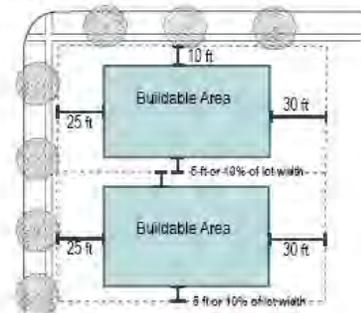
Building Height

- 1) Single Family Residential Building Height: Vertical distance from grade at curb to the highest point of a flat roof or to the roof peak for pitched roofs. Chimneys, towers, or similar projections are not included.



Yard Standards

- 1) Corner side yard: a side yard which adjoins a street.
- 2) Interior side yards: Required at 5 ft each or 10% of lot width (each side), whichever is greater.
- 3) Rear yards may be decreased by the distance, if any, that the sum of both interior side yards exceeds the minimum requirements, subject to the following: (a) Such decrease shall not be greater than the distance by which the building exceeds 30 ft in length, measured along the longest part of the building perpendicular to the front line, and (b) Such decrease shall not exceed 10 ft, so that the rear yard shall not be reduced to less than 20 ft. In the event that the lot in question exceeds 125 ft in length, the required rear yard will increase by 50% of the lot depth in excess of 125 ft.



4.12 Area, Bulk, Density and Setback Standards - R-4 - General Residence District

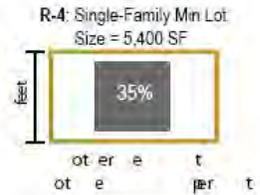
Use Category	Zoning District
	Residential Zone R-4
Lot Standards	
Min. lot size (sq ft)	5,400 SF
Min. lot area all non SF dwelling types (per unit)	3,000 SF
Min. lot width (ft) detached Single-Family w/attached garage	60 ft
Max. impervious coverage Single-Family (%)	60%
Max. building coverage Single-Family (%)	35%
Minimum Ground Floor Area Per Dwelling	
SF detached 1-story dwelling w/o basement	1,100 SF
SF detached 1-story dwelling with basement	1,000 SF
SF detached dwellings with (1+ stories)	650 SF
SF semi-detached dwelling (1 story)	1,000 SF
SF semi-detached dwelling (1+ stories)	650 SF
Two-Family Detached Dwellings	1,000 SF
Building Standards	
Single-Family Attached or Detached Max Building Ht for pitched roofs <small>(Note 1)</small>	35 ft; or 2 stories
Single-Family Max Building Ht for flat roofs	22 ft
Finished 1st Floor Ht Limit (Single-Family Detached) <small>(elevation at top of curb to the top of the finished first floor)</small>	Max 3 ft
Multi-Family or Non-Residential Max. Building Ht (ft)	45 ft
Maximum FAR	
SF Detached, lot size \geq 6,000 SF	0.6
SF Detached, lot size < 6,000 SF, or total floor area < 3,600 SF	0.66
Multi-family residential	0.6
Non residential permitted or special uses	0.6
Yard Standards (Note 2)	
Minimum front setback (ft)	25 ft
Max front yard coverage with impervious surface (%)	50%
Min. interior side setback (ft) Single-Family detached dwellings	5 ft or 10% of lot width*
Min. interior side setback (ft) Single-Family semi-detached dwellings (one yard only)	5 ft
Min. interior side yard (single-family attached)	None
Min. interior side yard setback (ft) Multi-family dwellings and Non-Residential uses	5 ft
Min. rear setback (ft)	30 ft
Min. rear setback (ft) where alley exists (measured from center line of alley)	38 ft
Spacing between buildings (2 or more SF attached or multi-family)	
- Front wall of building to front or rear	50 ft
- Rear wall of building to rear wall	40 ft
- Side wall of building to front or rear (NOTE 3)	20 ft
- Side wall of building to side wall (NOTE 4)	10 ft
- Wall with no windows or doors facing wall with no windows or door	10 ft

Notes:

- 1) Height does not apply to multi-family dwellings or non-residential structures / 35 ft or 2 stories, whichever is less
- 2) Yards general, for buildings more than 30 ft in height, each front, side and rear yard as required above shall be increased in width or depth by two feet for each additional one foot of building height over 30 feet.
- 3) Where a side wall faces a front or a rear wall, and there are more than 4 windows per floor, 2 of which are bathroom or storage, then the building separation shall not be less than 40 feet or 50 feet where one of the walls contains an entrance door.
- 4) Where a side wall faces another side wall, and there are more than 4 windows per floor, 2 of which are bathroom or storage, then the building separation shall not be less than 40 feet or 50 feet where one of the walls contains an entrance door.

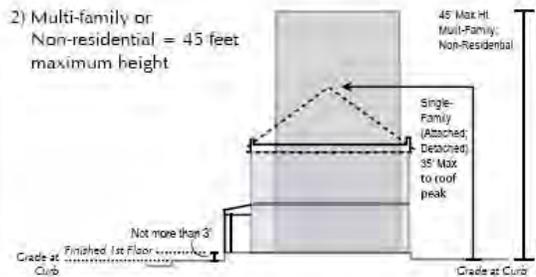
Lot Standards

- 1) Maximum Building Coverage of 35% means the percentage of the lot occupied by any building including accessory buildings or structures.



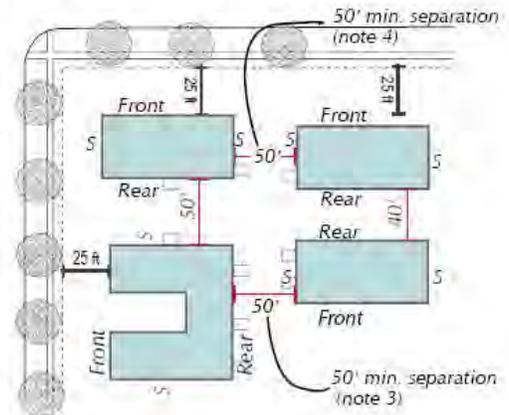
Building Height

- 1) Single Family Detached/Attached Residential Building Height: Vertical distance from grade at curb to the highest point of a flat roof or to the roof peak for pitched roofs. Chimneys, towers, or similar projections are excluded.



Building Separation (SF Attached or Multi-Family)

- 1) Building separation applies to spacing between single-family attached or multi-family buildings
- 2) Greater separation shall be required where side or rear walls have 4 or more windows and/or entry doors (see notes).



4.13 AREA, BULK, DENSITY AND SETBACK STANDARDS – BUSINESS AND OFFICE DISTRICTS

(Note: Standards apply to new construction and expansion of existing uses only)

STANDARD	ZONING DISTRICTS			
	Business and Office Districts			
	B-1	B-2	B-3 VC PD	O-1
Lot Standards				
Min. lot size (sq ft)	N/A	N/A	87,120 (2 acres)	N/A
Building Standards				
Max. building height (ft)	38 feet/3 stories (Note1)	38 feet/3 stories	65 ft /5 stories (Note1)	3 stories/ 38 ft (Note1)
Min. floor area per DU (SF)				
- 1-bedroom/studio (SF)	800	800	800	-
- 2-bedroom (SF)	1,500	1,500	1,500	-
- 3-bedroom (SF)	2,000	2,000	2,000	-
Required Setbacks (Note 4)				
Min. front setback (ft)	N/A	25 ft (Note 3)	N/A	25 ft
Min. build-to-line (ft)	5 ft	(Note 3)	15' on Touhy 5' on Lincoln	N/A
Min. interior side setback (ft)	N/A	N/A	N/A	10 ft
Min. corner side setback (ft)	10 ft (Note 2)	10 ft	N/A	25 ft
Min. rear setback (feet)	10 ft	10 ft	N/A	10 ft

Notes:

(Note 1): The Village Board may approve additional building height/ stories in any business or office district , **IF the Board finds one or more of the following conditions to be met:** 1) the lot size of the subject property or assembled properties exceed the minimum acre site area standard and 2) Petitioner has provided pedestrian amenities, such as a public plaza, decorative fountain, public art, monument, landscaped square or pocket park or other desirable amenity to enhance the quality and form of the urban space.

(Note 2): Unless otherwise required by the Lincoln Avenue Overlay District (Section 8.B.)

(Note 3): On Devon Avenue in the B-2 District, there shall no front yard setback for existing buildings and a five (5') foot minimum build-to line for all new buildings.

(Note 4): Where a Business or Office zoned lot abuts a residentially zoned lot, a transition yard shall be maintained. See Section 4.07 (3) and Section 6.16 for transition yard requirements.

4.14 AREA, BULK, DENSITY AND SETBACK STANDARDS: M-B DISTRICT

STANDARD	ZONING DISTRICT
	M-B
Lot Standards	
Min. lot size (sq ft)	N/A
Required Setbacks (Note 1)	
Front yard (ft)	25'
- Front yard (ft) across from residential district	30'
- Front yard (ft) fronting on Pratt Avenue	75'
Side yard (ft) (Note 2)	5'
- Side yard (ft) adjoining a residential district	30'
- Side yard (ft) abutting a street	10'
Rear yard (ft) (Note 3)	5'
- Rear yard (ft) adjoining a residential district	15'
Yards, general (Note 4)	
Building Standards	
Max. building height (ft)	55 feet or 5 stories, whichever is less
Floor Area Ratio (maximum)	1.2

Notes:

(Note 1): Where a MB zoned lot abuts a residentially zoned lot, a transition yard shall be maintained. See Section 4.07 (3) and Section 6.16 for transition yard requirements.

(Note 2): No side yard is required in the case of a party wall, or where a side lot line adjoins a railroad right-of-way.

(Note 3): No rear yard is required in the case of a party wall, or where a side lot line adjoins a railroad right-of-way or abutting wall in a manufacturing district.

(Note 4): Front, side and rear yards as required in Section 4.14 above shall be increased by one foot (1') for each one foot (1') of building height in excess of 45 feet.

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Plan Commission Regarding Front Yard Parking

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Zoning Ordinance permits open-air, off-street parking spaces in any yard except a front yard and a corner side yard. In October 2012 the Village Board considered a variation request made by the property owner of 3837 West Sherwin Avenue to permit off-street parking in front of the existing single-family residence. The property owner received an interior remodel permit to convert the attached garage into living space. By converting the attached garage into living space, the driveway no longer leads to an approved parking space and the driveway became an off-street parking space in a front yard.

The Zoning Board of Appeals forwarded the Village Board a negative recommendation on the requested variation. The Village Board continued the requested variation indefinitely and directed the Plan Commission to review the off-street parking location requirements.

At its January 9, 2013 meeting, the Plan Commission considered the matter of allowed locations of off-street parking spaces. The Plan Commission reviewed the regulation for both residential and non-residential properties. Several Plan Commission members stated that the existing standard is appropriate as written and that no change is needed. The Plan Commission concluded that if unique situations merit consideration a variation may be sought.

Accordingly, by a unanimous vote of 4-0, the Plan Commission recommends no change to the Zoning Ordinance regulation relative to permitted location of open-air, off-street parking spaces.

FINANCIAL IMPACT:

N/A

DOCUMENTS ATTACHED:

1. Excerpt from January 9, 2013 Plan Commission Minutes (draft)
2. Staff Report to Plan Commission
3. Section 7.06(5) of the Zoning Ordinance

RECOMMENDED MOTION:

Move to concur with the recommendation of the Plan Commission for no change to Zoning Ordinance Section 7.06(5) concerning the permitted location of open-air, off-street parking spaces.

January 9, 2013

DRAFT**IV. PUBLIC HEARING: Off-Street Parking Standards, Requirements and Definitions – Zoning Code Text Amendment****Request: Text Amendment to Modify Pertinent Parking Standards, Parking Requirements, and Related Definitions (*Continued from December 5, 2012 and November 7, 2012*)**

Development Manager Cook explained that this matter stemmed from an on-going review of the Village's parking standards. More specifically, restaurant off-street parking. During that discussion, it was discussed that how we determine the number of parking may be different from what other communities do. Staff researched other communities for the purposes of off-street parking. If a restaurant is 1,000 square feet including all gross area, parking can be done with all 1,000 square feet or some may cut out storage, bathrooms, and hallways in definitions of floor area. Need to provide a minimum off-street parking that will serve that business. On average, how many spaces are needed for the number of square feet. Staff found that other communities include less floor area for off-street parking than Lincolnwood does. Staff recommends excluding from floor area definition for off-street parking:

1. Restrooms
2. Storage Areas
3. Hallways
4. Stairways
5. Elevator Shafts
6. Equipment Areas
7. Food Preparation Areas

After Commission discussion they wanted to exclude: restrooms, hallways, stairways, and elevator shafts from Floor Area for the purposes of off-street parking for Restaurants.

Commissioner Touras wanted to see more samples of other communities like Lincolnwood such as Glenview, Park Ridge and Wilmette.

Chairman Eisterhold asked if anyone in the audience would like to speak on this matter. There was none. Commissioner Goldfein made a motion to continue to February 6, 2013 meeting. Seconded by Commissioner Sampen. Motion carries 4-0.

**V. PUBLIC HEARING: Parking Requirements – Zoning Code Text Amendment
Request: Text Amendment to Review Permitted Location for Off-Street Parking
and Review of Related Definitions (*Continued from December 5, 2012*)**

Development Manager Cook explained for off-street parking regulations that in yards open air, off-street parking spaces, may be located in any yard except a front yard and a side yard abutting a street, subject however to the provisions within. This is a standard that the vast majority of commercial properties in town have parking between the building and the street they are fronting on. Interestingly enough his was referred to the Commission because of a residential application. A resident sought a variation due to converting an attached garage into living space. The resident desired to keep the

January 9, 2013

DRAFT

driveway for the purposes of parking. That driveway no longer led to an approved parking space and that driveway then was converted to a parking space. The code says you cannot have parking in the front yard. The resident sought a variation and the Zoning Board of Appeals recommended denial. The Village Board sought the Plan Commission to seek a review of this code section.

Commissioner Sampen noted that he is not in favor of changing the requirement. Commissioner Goldfein stated there is nothing wrong with the requirement as written.

Chairman Eisterhold asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Goldfein made a motion of no change to the existing Ordinance. Seconded by Commissioner Touras. Motion carried 4-0 Aye.

VI. PUBLIC HEARING: Principal Structure Front Yard Setback Requirement – Zoning Code Text Amendment
Request: Text Amendment to Relocate Regulation for Average Front Yard Setback to Section IV of Zoning Ordinance

Development Manager introduced Community Development Department Intern Andrea Litzhoff. Ms. Litzhoff explained that it makes sense to move Article III Section 3.09.3 to Article IV Sections 4.11 and 4.12. Also, need to change from Residential District to All Districts. It should be in regulating bulk standards and setback requirements for principal structures.

Chairman Eisterhold questioned if anyone in the audience wanted to speak on this matter. There was none. Motion made by Commissioner Goldfein to make suggested change as presented by Staff. Seconded by Commissioner Sampen. Motion carried 4-0. Aye.

VII. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Correct Footnote References of the Land Use Table

Development Manager explained a Text Amendment as proposed to correct erroneous additional standard references for Townhouse, Multi-Family Dwelling and Residential Units above first floor commercial. Those section references are incorrect. The Text Amendment is not to change the classification or standards, it is to correct the incorrect references from the non-existent 4.07(2)12 to 4.07(12).

Chairman Eisterhold asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Sampen made a motion to make the change for the correct section reference. Seconded by Commissioner Goldfein. Motion carried 4-0 Aye.

VIII. PUBLIC HEARING: Additional Standards for Lincoln Avenue Corridor – Zoning Code Text Amendment
Request: Text Amendment to Correct Section References



Staff Report Plan Commission January 9, 2013

Continued from December 5, 2012

Subject Property: N/A (Text Amendment)

Zoning District: Requested action is applicable to all Districts.

Requested Action: Text Amendment to Article VII Section 7.06(5) to consider parking in front and corner side yard.

Nature of Request: Consideration and review of off-street parking location requirements which currently do not permit parking in front yard and corner side yard.

Petitioner: Village Board

Summary

Consideration of off-street parking location requirements originated from a recent consideration of a variation in a residential district. The property owner of 3837 W Sherwin Avenue in April 2012 received an interior remodel permit which included converting an attached garage into living space. As a result, the existing driveway no longer led to an approved off-street parking space (permitted off-street parking space formerly the attached garage). The Zoning Code section under review is Section 7.06(5) which permits off-street parking in any yard except a front yard and corner side yard. Therefore, the property owner sought approval to permit an off-street parking space in the front yard of the property commonly known as 3837 West Sherwin Avenue.

The Village Board considered the Zoning Board of Appeals negative recommendation on the requested variation at their October 2, 2012 meeting. The Village Board continued the requested variation indefinitely and directed the Plan Commission to review the off-street parking location requirements.

The requirement prohibiting off-street parking spaces in the front yard and corner side yard applies to all properties in Lincolnwood. The existing standard requires all new off-street parking spaces to be located to the side and rear of the principal structure on a lot. Amending Section 7.06(5) would result in off-street parking located in between the principal structure and a public street (either in a front yard or corner side yard). Many commercial properties have been developed previously with the off-street parking between the principal structure and the street. This condition can be maintained as an

existing legal non-conforming however, all new construction must comply with the current requirement of prohibiting parking in the front yard and corner side yard. As a result, the current standard greatly limits possible location for off-street parking on any given property.

Recommendation

The regulation under consideration is one that can be categorized as a community aesthetic. The issue is whether or not it is appropriate for off-street parking spaces to be found between the public right-of-way and the principal structure. Staff does not have any specific recommendation on this matter.

Attachments:

1. Zoning Ordinance Section 7.06(5)

open or enclosed off-street parking spaces for each bus to be parked on the premises shall be provided in accordance with subsection 7.06 (4) through (7) of this Article.

- (2) Computation: When determination of the number of off-street parking spaces required by this Zoning Ordinance results in a requirement of a fractional space, any fraction of one-half ($\frac{1}{2}$) or less may be disregarded while a fraction in excess of one-half ($\frac{1}{2}$) shall be counted as one parking space.
- (3) Access: Each required off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such parking space. All off-street parking facilities shall be designed with appropriate means of vehicular access to a street or alley in a manner which will least interfere with traffic movement.
- (4) Handicapped Accessible Spaces: The minimum number and dimension of parking spaces set aside as handicapped spaces shall be provided in accordance with the standards of the of the Illinois Capitol Development Board, as set forth in "Illinois Accessibility Code", dated April 24, 1997, as may be amended from time to time.
- (5) In Yards: Open-air, off-street parking spaces, may be located in any yard except a front yard and a side yard abutting a street, subject however to the provisions herein.
- (6) Design and Maintenance:
 - a. Open and Enclosed Parking Spaces: Parking spaces may be open-air or enclosed in a building and shall be accessed by a private drive that meets the following minimum aisle width standards:

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 8

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Awarding a Bid for the Construction of Sewer Improvements within the Village in the Amount of \$179,451.25 to Visu-Sewer LLC of Bridgeview, IL

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In December, 2009 at a meeting of the Committee of the Whole the Village Engineer presented a report to the Village Board regarding the Village's public combined sewer conditions. The report was a result of the Village's sewer televising project which included televising the Village's entire public combined sewer system to locate any blockages or deteriorating infrastructure. The report indicated that 93.7% of the Village's combined sewer system is in good condition or better. The report also included a four year capital improvement plan to improve the 6.3% of the Village's combined sewer system that is in fair to poor condition. The recommended improvements are as follows:

Phase	Item	Estimated Cost (Not including engineering)
Phase 1	1,402 ft. of sewer: remove and replace 8 entire lines 389 ft. of sewer: spot repairs- 20 locations	\$490,000 (Completed)
Phase 2	2,975 ft. of cured-in-place lining of 13 sewers	\$240,775
Phase 3	2,628 ft. of cured-in-place lining of 12 sewers	\$225,000
Phase 4	Miscellaneous repairs/manholes/other replacements	\$250,000
TOTAL		\$1,205,775

The Village Board directed staff to move forward with the Village Engineer's recommendations and to budget accordingly.

On September 4, 2012 the Village Board approved a contract with Gewalt Hamilton Associates to design and conduct the bid process for the phase two improvements.

On December 20, 2012 the Village requested bids for phase two of the sewer improvement program. Bid notices were posted in the Dodge Report and in the Pioneer Press. In addition, bid

notices were sent to five contractors. On January 16, 2013 the Village received three bids. A detailed breakdown of the 2013 bid results can be found below.

Vendor	Location	Bid Price
Visu-Sewer	Bridgeview, IL	\$179,451.25
Instituform Technologies	Chesterfield, MO	\$183,914.60
Pipeline Solutions	Highland Park, IL	\$208,615.00

The lowest bidder is Visu-Sewer. Gewalt Hamilton Associates has reviewed the bid proposal and checked the references of Visu-Sewer all of which confirm that they provide quality service in a timely manner, making them the lowest, responsible bidder.

The bid is \$61,323.75 below the Engineer's estimate for the project.

In September 2010 the Village implemented a sewer user fee of \$1.00 per 1,000 gallons utilized on each water customer's bill. The charge was instituted to pay for sewer infrastructure maintenance, repairs, and upgrades. Funds were allocated in the Fiscal Year 2012-2013 Water and Sewer Fund for this project.

FINANCIAL IMPACT:

\$317,000 was budgeted in the Fiscal Year 2012/2013 Water and Sewer Fund for Sewer System Construction Improvements.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Bid Proposal
3. Gewalt Hamilton Associates' Recommendation
4. Proposed Agreement

RECOMMENDED MOTION:

Move to approve a Resolution approving the award of construction of sewer improvements within the Village to Visu-Sewer Inc. of Bridgeview, IL in the amount of \$179,451.25.

RESOLUTION NO. R2013-_____

**A RESOLUTION APPROVING THE AWARD
OF SEWER IMPROVEMENTS WITHIN THE VILLAGE
TO VISU-SEWER LLC OF BRIDGEVIEW, ILLINOIS IN THE AMOUNT OF
\$179,451.25**

WHEREAS, the Village sought bids for sewer improvements within the Village (“*Contract*”); and

WHEREAS, Visu-Sewer LLC of Bridgeview, Illinois (“Visu-Sewer”), was the low responsible bidder of the firms that submitted bid packages to the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Visu-Sewer will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF CONTRACT. The Contract by and between the Village and Visu-Sewer shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF CONTRACT. The Village Manager and the Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by Visu-Sewer; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

Lawrence Elster, President Pro Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
____ day of _____, 2013

Douglas Petroschius, Deputy Village Clerk
Village of Lincolnwood, Cook County, Illinois

VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE 2013 SEWER LINING IMPROVEMENTS
VARIOUS LOCATIONS

BIDDER'S PROPOSAL

Full Name of Bidder ("*Bidder*") VISU-SEWER OF ILLINOIS, LLC

Principal Office Address W230 N4855 BETKER DRIVE PEWAUKEE, WI 53072

Local Office Address 9014 S. THOMAS AVENUE BRIDGEVIEW, IL 60455

Contact Person DAVE ALEXANDER Telephone (262)695-2340

TO: Village of Lincolnwood ("*Owner*")
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
In Council Chambers
Attention: **Manuel Castaneda, Director of Public Works**

Bidder acknowledges and agrees that all capitalized terms in this Bidder's Proposal shall have the meaning given to them in the Bidding Documents and the Contract.

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound Bid Package, including Addenda Nos. [NONE], [if none, write "NONE"], which are securely stapled to the end of this Bidder's Proposal.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract Agreement included in this Bid Package: (1) to provide, perform, and complete at the site or sites described in this Bid Package ("*Work Site*") and in the manner described and specified in this Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the **2013 Sewer Lining Project**, together with related attachments, equipment and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in this Bid Package; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to

PROPOSAL

SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

A. UNIT PRICES

COMPLETE TABLE AS INDICATED

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Class "B" Patches (Special)	20	SQ YD	<u>171.00</u>	<u>3,420.00</u>
2.	Sanitary Sewer Removal, 15"	15	FOOT	<u>215.00</u>	<u>3,225.00</u>
3.	Trench Backfill	30	CU YD	<u>213.00</u>	<u>6,390.00</u>
4.	Sanitary Sewers, 15" PVC SDR 26	15	FOOT	<u>214.00</u>	<u>3,210.00</u>
5.	Connection to Existing Sewer (Special)	2	EACH	<u>525.00</u>	<u>1,050.00</u>
6.	Cured In-Place Sewer Lining, 10"	325	FOOT	<u>31.50</u>	<u>10,237.50</u>
7.	Cured In-Place Sewer Lining, 12"	1575	FOOT	<u>44.50</u>	<u>70,087.50</u>
8.	Cured In-Place Sewer Lining, 15"	1075	FOOT	<u>57.75</u>	<u>62,081.25</u>
9.	Protruding Service Connections (2" and Greater)	20	EACH	<u>10.00</u>	<u>200.00</u>
10.	Lateral Service Connection Reinstatement	95	EACH	<u>150.00</u>	<u>14,250.00</u>
11.	Traffic Control and Protection (Special)	1	L SUM	<u>1,300.00</u>	<u>1,300.00</u>
12.	Sodding (Special)	500	SQ YD	<u>8.00</u>	<u>4,000.00</u>

TOTAL CONTRACT PRICE (the sum of the extensions):

ONE HUNDRED SEVENTY NINETHOUSAND
FOUR HUNDRED FIFTY ONE Dollars and TWENTY FIVE Cents
 (in writing) (in writing)

179,451 Dollars and 25 Cents
 (in figures) (in figures)

the sum of [TEN PERCENT OF AMOUNT BID] dollars (\$ —), which is equal to at least ten percent of Bidder's Price Proposal ("*Bid Security*").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 16 of the General Instructions to Bidders and Section 1 of the Special Instructions to Bidders included in this Bid Package.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bidding Documents and the Contract, which are by this reference incorporated herein and made a part hereof.

DATED this 11TH day of JANUARY, 2013.

ATTEST:

By: [Signature]
JAMES S SERKETICH

VISU SEWER OF ILLINOIS, LLC
Bidder
By: [Signature]
KEITH M. ALEXANDER

Title: CORPORATE SECRETARY

Title: PRESIDENT

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE 2013 SEWER LINING IMPROVEMENTS
VARIOUS LOCATIONS

BIDDER'S SWORN ACKNOWLEDGMENT

[KEITH M. ALEXANDER][INSERT NAME] ("*Deponent*"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgment are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of WISCONSIN, [INSERT STATE OF INCORPORATION] that is qualified to do business in the State of Illinois, and that is operating under the legal name of, VISU-SEWER OF ILLINOIS, LLC, [INSERT LEGAL NAME OF CORPORATION].

Pursuant to a Resolution of the corporation's Board of Directors taken on [INSERT DATE], a certified copy of which is hereto attached, KEITH M. ALEXANDER, [INSERT NAME], who is the PRESIDENT, [INSERT TITLE] of the corporation, is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	KEITH M. ALEXANDER	W230 N4855 BETKER DRIVE PEWAUKEE, WI 53072
Vice President	DANIEL A. PRZEWOZNIK	9014 S. THOMAS AVENUE BRIDGEVIEW, IL 60455
Secretary	JAMES S. SERKETICH	W230 N4855 BETKER DRIVE PEWAUKEE, WI 53072
Treasurer	ERNEST L. ALEXANDER	§ §

The stockholders of the corporation who own 10 percent or more of its stock of any class are as follows:

Visu-Sewer of Illinois, LLC

Federal ID #02-0694906

Stockholders are:

Ernest L./Jean M. Alexander N70 W 26486 Wilderness Way Sussex, WI 53089 387-42-5597/397-42-4568	1.84%
Keith M. Alexander N61 W28983 Parkside Place Hartland, WI 53029 390-70-4231	49.98%
Douglas Alexander N16 W26561 Wild Oats Dr., Unit E Pewaukee, WI 53072 390-70-4296	16.06%
David Alexander 659 River Bluff Circle Oconomowoc, WI 53066 390-70-3824	16.06%
Nicole L. Wurster N72 W28853 Fishers Landing Hartland, WI 53029 391-74-6666	16.06%

Corporate Officers are:

Keith M. Alexander, President

Daniel A. Przewoznik, Vice President

James S. Serketich, Corporate Secretary

Ernest L. Alexander, Treasurer

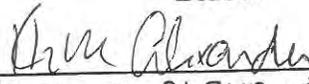
ACKNOWLEDGMENT

DATED this 16TH day of JANUARY, 2013.

ATTEST:

VISU-SEWER OF ILLINOIS, LLC
Bidder

By: 
JAMES S. SERKETICH

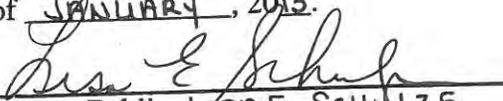
By: 
KEITH M. ALEXANDER

Title: CORPORATE SECRETARY

Title: PRESIDENT

Subscribed and Sworn to
before me this 16TH day
of JANUARY, 2013.

My Commission Expires: 2/15/15


Notary Public, LISA E. SCHULZE
WAUKESHA COUNTY, WISCONSIN

[SEAL]

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE 2013 SEWER LINING IMPROVEMENTS
VARIOUS LOCATIONS

BIDDER'S SWORN WORK HISTORY STATEMENT

KEITH M. ALEXANDER [INSERT NAME OF DEPONENT] ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK
HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: SEWER TELEVISION
MAINTENANCE AND REHABILITATION

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>2</u> % Federal	<u>80</u> % As Contractor	<u>60</u> % Bidder's Forces
<u>90</u> % Other Public	<u>20</u> % As Subcontractor	<u>10</u> % Subcontractors
<u>8</u> % Private		<u>30</u> % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 37 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

WORK HISTORY STATEMENT

Amount of Contract _____
Date Commenced _____
Date Completed _____

DATED this 16TH day of JANUARY, 2013.

ATTEST:

VISU-SEWER of ILLINOIS, LLC
Bidder

By: [Signature]
JAMES S. SERKETICH
Title: CORPORATE SECRETARY

By: [Signature]
KEITH M. ALEXANDER
Title: PRESIDENT

Subscribed and Sworn to
before me this 16TH day
of JANUARY, 2013.

My Commission Expires: 2/15/15

[Signature]
Notary Public, LISA E. SCHULZE
WAUKESHA COUNTY, WISCONSIN

[SEAL]

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE 2013 SEWER LINING IMPROVEMENTS
VARIOUS LOCATIONS

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Visu-Sewer of Illinois, LLC

[INSERT FULL NAME AND ADDRESS OF BIDDER]

as Principal, ("*Bidder*"), and

Merchants Bonding Company

[INSERT FULL NAME AND ADDRESS OF SURETY]

as Surety, a corporation organized and existing under the laws of the State of
[INSERT STATE OF INCORPORATION] ("*Surety*"), are held and firmly bound unto the
Village of Lincolnwood, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, as Obligee,
("*Owner*"), in the full and just sum of [Ten Percent of Bid Amount----] Dollars
(\$ 10%)for the payment of which sum of money well and truly to be made,
Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated 1-16-13
[INSERT DATE], 20¹³, to Owner entitled "Contract for the 2013 Sewer Lining Project,
Bidder's Proposal" ("*Proposal*"), the terms and conditions of which are by this reference
incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH
THAT if Bidder shall timely submit all additional information that is required of it and, if the
Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the
certificates and policies of insurance required of it, (2) timely execute the Contract Agreement
and the Contractor's Certification, in the form included in the bound Bid Package, and all other
required documentation related to the Contract, and (3) in all other respects, perform the
agreement created by Owner's acceptance of the Proposal, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of
Surety under this bond shall be in no way impaired or affected by any extension of the time
within which Owner may accept the Proposal, and Surety does hereby waive notice of any such
extension.

Owner shall have no obligation to actually incur any expense or correct any
deficient performance of Bidder in order to be entitled to receive the proceeds of this bond.

BID BOND

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 10th day of January, 2013.

ATTEST:

By: [Signature]
JAMES S. SERKETICH

Title: CORPORATE SECRETARY

ATTEST:

By: [Signature]

Title: _____

PRINCIPAL
Visu-Sewer of Illinois, LLC

By: [Signature]
KEITH M. ALEXANDER

Title: PRESIDENT

SURETY
Merchants Bonding Company

By: [Signature]
Debra A. Hinkes

Title: Attorney-in-Fact

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Charles L Schiltz; Debbra A Hinkes; Pamela M Hineman; Robert M Tortelli

of New Berlin and State of WI their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March, 2012.



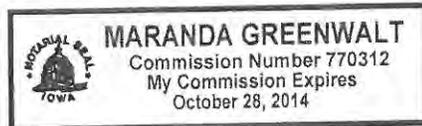
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 2nd day of March, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of January, 2013



William Warner Jr.
Secretary

EXHIBIT A

CONTRACT

January 21, 2013



Mr. Manuel Castaneda
Director of Public Works
Village of Lincolnwood
7001 North Lawndale Avenue
Lincolnwood, Illinois 60712

850 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

820 Lakeside Drive, Suite 5, Gurnee, IL 60031
TEL 847.855.1100 ■ FAX 847.855.1115

www.gha-engineers.com

Re: 2013 Cured-In-Place Sewer Improvements
Village of Lincolnwood
Bid Recommendation & Bid Tabulation

Dear Mr. Castaneda:

The Village received three bids on January 16, 2013 at 11:00 AM for the above referenced project. We have checked all bids and bid price extensions. The results are displayed on the enclosed bid tabulation. All bids were totaled correctly. The low base bid of \$179,451.25 was received from Visu-Sewer of Illinois, LLC. The engineer's opinion of probable cost was \$240,775.00. We did not find any bidding irregularities in Visu-Sewer's schedule of prices that would affect the outcome of the project. Base bids ranged from \$179,451 to \$208,615.

Our office has worked with Visu-Sewer on similar projects over the years and we are confident that they will complete the project in general conformance with the plans, specifications and in a timely manner. Their quality of work on projects that our office has witnessed has been at or above industry standards.

Based upon all the above, we believe that Visu-Sewer will complete this project in general conformance with the plans, specifications and in a timely manner. We recommend award of the base bid to Visu-Sewer of Illinois, LLC at the unit prices bid and an estimated total cost of \$179,451.25.

Sincerely,
Gewalt Hamilton Associates, Inc.

A handwritten signature in blue ink that reads 'Steven D. Berez'.

Steven D. Berez, P.E.
Senior Engineer

Village of Lincolnwood

2013 Sewer Lining Project, Various Locations

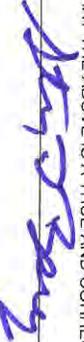
Bid Tabulation

January 16, 2013

No.	Description	Qty	Unit	Engineers Estimate		Visu-Sewer Bridgeview, IL		Instuform Technologies Chesterfield, MO		Pipeline Solutions Highland Park, IL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Class "B" Patches (Special)	20	SY	\$200.00	\$4,000.00	\$171.00	\$3,420.00	\$319.20	\$6,384.00	\$150.00	\$3,000.00
2.	Sanitary Sewer Removal, 15"	15	FT	\$25.00	\$375.00	\$215.00	\$3,225.00	\$56.60	\$849.00	\$10.00	\$150.00
3.	Trench Backfill	30	CY	\$35.00	\$1,050.00	\$213.00	\$6,390.00	\$68.00	\$2,040.00	\$48.00	\$1,440.00
4.	Sanitary Sewers, 15" PVC SDR 26	15	FT	\$300.00	\$4,500.00	\$214.00	\$3,210.00	\$900.90	\$13,513.50	\$135.00	\$2,025.00
5.	Connection to Existing Sewer (Special)	2	EA	\$300.00	\$600.00	\$525.00	\$1,050.00	\$3,603.60	\$7,207.20	\$4,250.00	\$8,500.00
6.	Cured In-Place Sewer Lining, 10"	325	FT	\$50.00	\$16,250.00	\$31.50	\$10,237.50	\$28.60	\$9,295.00	\$49.00	\$15,925.00
7.	Cured In-Place Sewer Lining, 12"	1,575	FT	\$55.00	\$86,625.00	\$44.50	\$70,087.50	\$42.30	\$66,622.50	\$54.00	\$85,050.00
8.	Cured In-Place Sewer Lining, 15"	1,075	FT	\$75.00	\$80,625.00	\$57.75	\$62,081.25	\$52.40	\$56,330.00	\$64.00	\$68,800.00
9.	Protruding Service Connections (2" and Greater)	20	EA	\$500.00	\$10,000.00	\$10.00	\$200.00	\$257.40	\$5,148.00	\$150.00	\$3,000.00
10.	Lateral Service Connection Reinstatement	95	EA	\$150.00	\$14,250.00	\$150.00	\$14,250.00	\$82.90	\$7,875.50	\$155.00	\$14,725.00
11.	Traffic Control and Protection (Special)	1	LS	\$15,000.00	\$15,000.00	\$1,300.00	\$1,300.00	\$3,499.90	\$3,499.90	\$3,000.00	\$3,000.00
12.	Sodding (Special)	500	SY	\$15.00	\$7,500.00	\$8.00	\$4,000.00	\$10.30	\$5,150.00	\$6.00	\$3,000.00
Total					\$240,775.00		\$179,451.25		\$183,914.60		\$208,615.00

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT SUMMARY OF PROPOSALS RECEIVED

PROJECT MANAGER



CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD
AND
Visu-Sewer LLC
FOR THE CONSTRUCTION OF
Sewer Improvements within the Village

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	1
1.1 PERFORMANCE OF THE WORK	1
1.2 COMMENCEMENT AND COMPLETION DATES	2
1.3 REQUIRED SUBMITTALS	2
1.4 REVIEW AND INTERPRETATION OF CONTRACT PROVISIONS	3
1.5 CONDITIONS AT THE WORK SITE; RECORD DRAWINGS	3
1.6 TECHNICAL ABILITY TO PERFORM	4
1.7 FINANCIAL ABILITY TO PERFORM	4
1.8 TIME	4
1.9 SAFETY AT THE WORK SITE	4
1.10 CLEANLINESS OF THE WORK SITE AND ENVIRONS	5
1.11 DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY	5
1.12 SUBCONTRACTORS AND SUPPLIERS	5
1.13 SIMULTANEOUS WORK BY OTHERS	6
1.14 OCCUPANCY PRIOR TO FINAL PAYMENT	6
1.15 OWNER'S RIGHT TO TERMINATE OR SUSPEND WORK FOR CONVENIENCE	6
ARTICLE II	6
2.1 CHANGES	6
2.2 DELAYS	7
ARTICLE III	7
3.1 INSPECTION; TESTING; CORRECTION OF DEFECTS	7
3.2 WARRANTY OF WORK	7
3.3 OWNER'S RIGHT TO CORRECT	8
ARTICLE IV	8
4.1 BONDS	8
4.2 INSURANCE	8
4.3 INDEMNIFICATION	9
ARTICLE V	9
5.1 CONTRACT PRICE	9
5.2 TAXES AND BENEFITS	9
5.3 PROGRESS PAYMENTS	9

5.4	FINAL ACCEPTANCE AND FINAL PAYMENT.....	10
5.5	LIENS	10
5.6	DEDUCTIONS.....	11
ARTICLE VI.....		12
6.1	DISPUTE RESOLUTION PROCEDURE	12
6.2	CONTRACTOR'S REMEDIES	12
6.3	OWNER'S REMEDIES	12
6.4	OWNER'S SPECIAL REMEDY FOR DELAY	14
6.5	TERMINATIONS AND SUSPENSIONS DEEMED FOR CONVENIENCE	14
ARTICLE VII.....		14
7.1	BINDING EFFECT	14
7.2	RELATIONSHIP OF THE PARTIES	14
7.3	NO COLLUSION.....	14
7.4	ASSIGNMENT.....	15
7.5	CONFIDENTIAL INFORMATION.....	15
7.6	NO WAIVER	15
7.7	NO THIRD PARTY BENEFICIARIES.....	15
7.8	NOTICES.....	15
7.9	GOVERNING LAWS	16
7.10	CHANGES IN LAWS	16
7.11	COMPLIANCE WITH LAWS	16
7.12	COMPLIANCE WITH PATENTS	17
7.13	TIME OF THE ESSENCE	17
7.14	CALENDAR DAYS AND TIME	17
7.15	SEVERABILITY	18
7.16	ENTIRE AGREEMENT.....	18
7.17	AMENDMENTS AND MODIFICATIONS.....	18

CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT A1- Schedule of Contract Prices

ATTACHMENT B - Specifications

ATTACHMENT C - List of Drawings

ATTACHMENT D – Special Project Requirements

APPENDIX 1 - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation (“*Owner*”), and *Visu-Sewer LLC*, 9014 S. Thomas Avenue Bridgeview, IL (“*Contractor*”), make this Contract as of the _____ day of _____, 2013, and hereby agree as follows:

ARTICLE I **THE WORK**

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C4, **and the Special Project Requirements attached hereto as Attachment D.**

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the “Commencement Date” set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “Completion Date” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “Contract Time.”

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“**Required Submittals**”). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on 8-1/2 inch by 11-inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall

establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work, as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("**Change Order**"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business

days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time

within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("**Bonds**"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the

expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("***Contract Price***"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("***Progress Payments***").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("***Pay Request***"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("**Notice of Completion**"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("**Punch List Work**").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("**Final Acceptance**").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("**Final Pay Request**"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("**Final Payment**"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of

actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: Manuel Castaneda, Director of Public Works

With a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Insert name of contractor
Insert address of contractor

7.9 Governing Laws

This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Bidder shall

have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act .

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

7.15 Severability

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

7.16 Entire Agreement

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supercedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

7.17 Amendments and Modifications

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Beryl Herman, Village Clerk

Timothy C. Wiberg, Village Administrator

ATTEST:

Insert Name of Contractor

By: _____

By: _____

**NAME OF CONTRACTOR'S
EXECUTING OFFICER**

Title: _____

Title: _____

**TITLE OF CONTRACTOR'S
EXECUTING OFFICER**

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

_____ **EXECUTING OFFICER,**
being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

DATED this _____ day of _____, 2013.

ATTEST:

Visu-Sewer, LLC

By: _____

By: _____

**NAME OF CONTRACTOR'S
EXECUTING OFFICER**

Title: _____

Title: _____

**TITLE OF CONTRACTOR'S
EXECUTING OFFICER**

Subscribed and Sworn to
before me this ____ day
of _____, 2013.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

Sewer improvements at various locations within the Village. See plans.

2. **Work Site:**

See above.

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations.

4. **Commencement Date:** (Choose One)

_____, 2013

5. **Completion Date:**

_____, 2013, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$_300,000_ injury-per occurrence

\$_500,000_ disease-per employee

\$_____ disease-policy limit

ATTACHMENT A

Such insurance shall evidence that coverage applies in the State of Illinois Article 107.02.

- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than **\$1,000,000** for vehicles owned, non-owned, or rented.

All employees shall be included as insured.

- C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than:

(1) General Aggregate: \$2,000,000

(2) Bodily Injury:

\$500,000 per person

\$1,000,000 per occurrence

(3) Property Damage:

\$1,000,000 per occurrence, and

\$2,000,000 aggregate.

(4) Other Coverage:

Coverage's shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

ATTACHMENT A

“X”, “C”, and “U” exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

- D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

- E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker’s compensation.

7. Contract Price:

SCHEDULE OF PRICES (SEE ATTACHMENT A-1)

8. Progress Payments:

- A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.

- B. Value of Work. The Value of the Work shall be determined as follows (when applicable):
 - (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule

ATTACHMENT A

showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("**Breakdown Schedule**"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

ATTACHMENT A-1
SCHEDULE OF PRICES

Cut and paste the schedule of prices from the bid proposal that Steve B. gives you and copy it into this section.

ATTACHMENT B

SPECIFICATIONS

ATTACHMENT C

LIST OF DRAWINGS

[TO BE SUPPLIED BY OWNER]

SHEET NOS. SHEET TITLES

**DATE LAST
REVISED**

ATTACHMENT D

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, Passover, Rosh Hashanah, Yom Kippur, Hanukkah, and on weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 5:00 p.m. without specific permission of the Engineer (Village of Lincolnwood).

APPENDIX 1
PREVAILING WAGE ORDINANCE

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2011-1604

**A RESOLUTION DETERMINING THE PREVAILING RATE OF WAGES
IN THE VILLAGE OF LINCOLNWOOD**

WHEREAS, the State of Illinois has enacted the "Prevailing Wage Act," 820 ILCS 130/0.01 *et seq.* ("**Act**"); and

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to adopt this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD COOK COUNTY ILLINOIS, as

the records required to be made and kept by the Act: (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents; and (ii) at all reasonable hours at a location within the State.

SECTION 4. DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that also is used in the Act shall be the same as in the Act. Nothing in this Resolution shall be construed to apply to the general prevailing rate of wages for Cook County, as ascertained pursuant to this Resolution, to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

SECTION 5. POSTING AND INSPECTION. The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect shall be attached to all public works construction contract specifications.

SECTION 6. FILING. The Village Clerk shall promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

SECTION 7. PUBLICATION. The Village Clerk shall cause a copy of this Resolution to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, and such publication shall constitute notice that this determination is effective and that this is the determination of the Village.

SECTION 8. MAILING UPON REQUEST. The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 9. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 5th day of May, 2011.

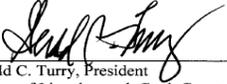
AYES: Trustees Patel, Heidtke, Leftakes, Elster, Sprogis-Marohn, Swanson

NAYS: None

ABSENT: None

ABSTENTION: None

APPROVED by me this 5th day of May, 2011.



Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
5th day of May, 2011



Beryl Heyman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 9

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Extend the Professional Janitorial Services Contract with Best Quality Cleaning, Inc. for \$38,760 for One Year

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On December 22, 2006 a request for proposals (RFP) for professional janitorial services was posted because staff found that the then current janitorial company, Perfect Cleaning's services were unsatisfactory. The RFP outlined the services that needed to be performed at Public Works, Village Hall, Community Center, Police Department, and the Fire/Building Departments. Specifications were sent to 28 firms and advertisements were submitted to the Pioneer Press and Dodge Report. On January 17, 2007 the Public Works Department received seven proposals for janitorial services. Results of the proposals can be found below:

Company	Annual Cost (\$)	Minimum Daily Man Hours	Provided Service to Village in the Past
Crystal Maintenance	38,280	12	YES - Unsatisfactory
Unimax	38,450	12	NO
Perfect Cleaning	40,200	12	YES - Unsatisfactory
1 st Quality Maintenance	41,520	12	YES - Unsatisfactory
Unlimited Services	43,560	14	YES - Unsatisfactory
G & V Cleaning	56,400	8	NO
Best Quality Cleaning Inc.	65,460*	14	NO

*Staff negotiated Best Quality Cleaning Inc.'s proposal to an annual cost of \$47,000 with 12 daily man hours

On February 1, 2007 the Village Board awarded a professional janitorial contract to Best Quality Cleaning, Inc. for one year with the option to renew. Throughout the first year of the contract staff was pleased with their services. On January 23, 2008 Best Quality Cleaning, Inc.'s contract was renewed with a modification that allowed for the contractor to utilize environmentally-friendly cleaning products at all municipal facilities for glass cleaner, floor soap, counters, stainless steel and washroom fixtures. The modification allowed for additional compensation to the contractor in the amount of \$200 per month for

the use of environmentally-friendly cleaning products. This modification increased the annual contract price negotiated in 2007 by \$2,400 per year. On February 5, 2009 the Village Board renewed the janitorial contract for an additional year with the same price, terms and conditions of the contract renewed on January 23, 2008.

In 2010, due to the state of the economy, staff met with Best Quality Cleaning, Inc. to discuss ways to reduce the contract price for fiscal year 2010/2011. Staff was able to negotiate a reduced contract in the amount of \$38,760 for a savings of \$10,640 during fiscal year 2010/2011. The reduced contract modified the following services:

Location	Current Services	Modified Services
Police Station	6 days/week- full clean	4 days/week-full clean 2 days/week-washrooms & lunchrooms
Fire Station	6 days/week-full clean	4 days/week-full clean 2 days/week-washrooms & lunchrooms
Village Hall	5 days/week-full clean	3 days/week-full clean 2 days/week- washrooms & lunchrooms
Public Works	5 days/week-full clean	3 days/week-full clean 2 days/week- washrooms & lunchrooms
Community Center	7 days/week-full clean	5 days/week-full clean 2 days/week- washrooms & lunchrooms

On February 4, 2010 the Village Board renewed the contract for an additional year which reflected the modified services listed above in the amount of \$38,760 for the year.

On February 3, 2011 the Village Board renewed the contract for an additional year with a continuation of the modified services contract that was negotiated in 2010.

On February 7, 2012 the Village Board renewed the contract for an additional year with a continuation of the modified services contract that was negotiated in 2010.

Staff continues to be satisfied with the quality and level of service provided by Best Quality Cleaning, Inc. A monthly status meeting is held between the Public Works Department Administration and the contract representative to discuss any concerns or issues. In addition, a weekly meeting is held between the Cleaning Supervisor and designated staff in each Department to ensure that the services are maintained at a satisfactory level. Best Quality Cleaning, Inc. has satisfactorily met the contract specifications for the last six years. Therefore staff is requesting that their contract be extended for one additional year as allowed by the 2007 contract with a continuation of the modified services agreement.

FINANCIAL IMPACT:

Funds will be budgeted accordingly in the Public Works Building Maintenance Fund for FY 2013/2014.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Agreement Extension with Contract
3. Best Quality Cleaning, Inc.'s Letter of Intent to Renew

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the Village Manager to extend the professional janitorial services contract with Best Quality Cleaning, Inc. for one year in the amount of \$38,760.

RESOLUTION NO. R2013-_____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXTEND A CONTRACT FOR PROFESSIONAL JANITORIAL SERVICES WITH BEST QUALITY CLEANING, INC. AT A RATE OF \$38,760 FOR ONE YEAR

WHEREAS, the Village of Lincolnwood (“Village”) is a home rule municipality located in Cook County, Illinois;

WHEREAS, the corporate authorities have considered the findings and recommendations of the Village Manager regarding the proposal to extend the Village’s contract for professional janitorial services from Best Quality Cleaning, Inc.

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

On behalf of the Village, The Village Manager is authorized to extend a contract with Best Quality Cleaning, Inc. for professional janitorial services at a rate of \$38,760 for one year.

PASSED this 5th day of February, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of February, 2013.

Lawrence Elster
President Pro Tem

ATTEST:

Douglas Petroschius
Deputy Village Clerk



AGREEMENT EXTENSION

FOR AND IN CONSIDERATION of their mutual promises, the Village of Lincolnwood (hereinafter "VILLAGE") and Best Quality Cleaning, Inc. (hereinafter "CONTRACTOR") hereby agree to adopt and continue each and every one of the conditions contained in the Agreement dated February 13, 2007 a copy of which is attached hereto. The undersigned agree that the service agreement dated February 13, 2007, is further modified as follows:

1. The Contractor shall provide general cleaning of the areas according to specifications and service as stated below:
 - Police Station- 4 days full clean, 2 days just washrooms and lunchrooms
 - Fire Station- 4 days full clean, 2 days just washrooms and lunchrooms
 - City Hall- 3 days full clean, 2 days just washrooms and lunchrooms
 - Public Works- 3 days full clean, 2 days just washrooms and lunchrooms
 - Community Center- 5 days full clean, 2 days just washrooms and lunchrooms

Green products will be used for cleaning.

The crew will arrive in the evening.

The above will be completed for a fee of \$3,230.00 per month.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this day _____ of _____, 2013.

INDEPENDENT CONTRACTOR

VILLAGE OF LINCOLNWOOD

Authorized Representative (Sign)

Timothy C. Wiberg
Village Manager

Title of Authorized Representative

ATTEST:

Douglas Petroschius
Deputy Village Clerk

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("**Agreement**" or "**Contract**") is made as of this 13 day of February 2007, by and between the VILLAGE of LINCOLNWOOD, 6900 NORTH LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS, 60712, an Illinois Home Rule Municipality (the "**Village**") and BEST QUALITY CLEANING, INC. (the "**Contractor**").

WHEREAS, the Village Corporate Authorities ("**Corporate Authorities**") authorized an agreement for a 2007 Professional Janitorial Services (the "**Services**").

WHEREAS, all candidates received the following Request for Proposals documents ("**RFP Documents**") from the Village:

- A. Notice and Instructions (attached hereto as **Exhibit "A"**);
- B. RFP Specification Booklet (attached hereto as **Exhibit "B"**) containing the following items:
 - 1. General Conditions and Instructions
 - 2. Proposal

collectively described as the ("**RFP Documents**") which are incorporated into and made part of this Agreement (as defined herein below) by this reference.

WHEREAS, on January 17, 2007 the Village received the lowest responsible RFP for the Services from Contractor.

WHEREAS, on February 1, 2007 the Village Board of Trustees ("**Board**") authorized the Contractor to perform Professional Janitorial Services in the Village's Public Facilities as a part of the Village's 2007 Professional Janitorial Services Request for Proposals.

WHEREAS, the Village wishes to retain the Contractor under the terms and conditions of this Agreement.

WHEREAS, the Contractor wishes to be retained by the Village under the terms and conditions of this Agreement.

NOW THEREFORE IN CONSIDERATION of their mutual promises, the parties agree as follows:

1.0 ENTIRE AGREEMENT. This Agreement, including **Exhibits "A" through "E"** (collectively the "**Contract Documents**") when properly signed, is the only form which will be recognized by the Village, supersedes all previous communications and negotiations, and constitutes the entire agreement ("**Agreement**") between the parties. No terms stated by the Contractor in accepting or acknowledging this Agreement shall

be binding upon the Village unless duly approved and accepted in writing by the Village. The Contractor may not assign this Agreement without the Village's prior written consent. No waiver of a breach or any provision of the Agreement shall constitute a waiver of any other breach of such provision or of any other provisions. This Agreement shall specifically apply to the Proposal submitted by the Contractor dated January 17, 2007 and awarded by the Village on February 1, 2007 for the Project. Professional Janitorial Services will be performed at the prices submitted on page 3 of the Addendum to the original Proposal.

2.0 INCORPORATION OF RFP DOCUMENTS. All of the RFP Documents are specifically incorporated in this Agreement by reference and are made a part hereof.

3.0 CONTRACT BOND. Contractor's completed Contract Bond is attached hereto as Exhibit "C".

4.0 CONTRACTOR'S DUTIES AND OBLIGATIONS UNDER THE AGREEMENT.

4.1 Commencement and Completion of Duties. The Contractor is retained to perform the duties and obligations in this Agreement and in the Proposal which is attached hereto as Exhibit "B" and which is specifically incorporated by reference as part of this Agreement. This Agreement shall commence on the date that this Agreement is executed by the Village.

4.2 Contractor's Services. The Contractor agrees that it shall undertake all Services necessary and incident to achieve the timely completion of the Services as specifically set forth in the RFP Specifications, except for those duties and obligations specifically imposed upon, or assumed by, any contractor(s), pursuant to contract(s) therefore with the Village.

4.3 Work to Conform to Specifications. The Contractor performing the Work hereunder shall comply in all respects to the specifications set forth in the RFP Documents.

4.4 Degree of Care. The Contractor shall perform all Services with that degree of skill and care reasonably expected from members of its profession performing work on projects of comparable size and complexity and in strict compliance with all applicable laws, codes and governmental regulations and specifications.

4.5 Completion Date. Contractor shall begin the services on March 1, 2007 and shall end the services on February 29, 2008.

5.0 INDEPENDENT CONTRACTOR. Neither Contractor nor its employees, representatives or subcontractors are in any sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed or engaged by the Contractor is an independent contractor.

6.0 RESPONSIBILITY. The Contractor will be responsible for performing all work and/or supplying all materials as specified and insure proper conduct of the work as well as proper operation of any equipment installed as per this Agreement.

7.0 CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS. If Contractor uses any subcontractors to perform any of the Services, Contractor will be responsible for supervision, quality control, warranty, payment and insurance of and for all work performed by the subcontractor. Contractors will ensure that all subcontractors are operating in compliance with all applicable federal and state laws and local ordinances.

7.1 Professional Licenses. Contractor shall obtain a copy of the current license (or evidence of verification thereof) of any subcontractor who is required by any federal, state law or local law to hold such a license. Contractor shall make such licenses available to the Village on request.

7.2 Insurance. Contractor shall require that any subcontractor have insurance coverage which is equivalent to Contractor's insurance requirement under this Agreement. Contractor shall make subcontractor's insurance policies or evidence thereof available to the Village on request.

7.3 Monitor Subcontractor's Progress. The Contractor shall monitor the progress and performance of all subcontractors. The Contractor shall promptly give notice and recommend courses of action to the Village if the contract requirements are not being fulfilled and, with the concurrence of the Village, initiate the directive that corrective action be taken by the appropriate responsible party.

7.4 No Contractual Arrangement with the Village. Nothing in these contract documents shall create any contractual arrangement between any subcontractor and the Village.

8.0 VILLAGE'S RESPONSIBILITIES UNDER THE AGREEMENT. The Village shall cooperate with the Contractor in order to enable the Contractor to perform its work hereunder and shall direct its employees, agents, contractors to reasonably cooperate with the Contractor. The Village shall assist the Contractor by placing at its disposal all available information pertinent to the Services, including previous reports and any other data relative to planning of the Services.

9.0 DOCUMENTS TO BECOME VILLAGE PROPERTY. The Contractor's plans, specifications, synopses, surveys, plans, illustrations, drawings, specifications, estimates, memoranda, tables, charts and catalogues and other documents including all documents on electronic and magnetic storage media, prepared pursuant to this Agreement shall become Village property once the Village has compensated the Contractor pursuant to this Agreement.

10.0 INSURANCE AND INDEMNIFICATION.

10.1 Insurance Coverage. The Contractor shall purchase and maintain during the term of this Agreement, insurance coverage which will satisfactorily insure it against claims and liabilities which could arise in connection with this Agreement. The forms of coverage, limits of liability, deductibles or self-insured portions, insurance provider and premium for such insurance coverage are subject to the Village's prior review and approval. The Contractor shall be responsible for payment of all policy deductibles. The insurance coverage required is as follows:

- a. **Commercial General Liability Insurance.** Commercial General Liability Insurance protecting against any and all public liability claims which may arise in the course of performance of this Agreement and all subcontracts hereunder. The limits of liability for bodily injury shall not be less than \$1,000,000 per person, including death, and \$1,000,000 per occurrence. The limits of liability for property damage shall not be less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.
- b. **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance including employers non ownership and hired car coverage, protecting against automobile claims whether on or off the Village's premises with bodily injury limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000 per occurrence.
- c. **Worker's Compensation Insurance.** Worker's Compensation Insurance covering any and all claims which may arise because of the Worker's Compensation and Occupational Disease Acts of the State of Illinois. The employer's liability section of the Worker's Compensation policy shall have a limit of not less than \$500,000 and shall be consistent with the statutory limits of liability.
- d. **Errors and Omissions Insurance.** Professional Errors & Omissions Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. **An Umbrella Insurance Policy** in an amount not less than \$1,000,000.
- f. **Completed operations insurance** or the equivalent.

The Contractor shall cause the Village, its Trustees, agents, officials and employees to be listed as an additional named insured. As an additional named insured, the Village reserves the right to notify the Contractor's insurance carrier of any claims the Village may have against the Contractor. The Contractor shall furnish to the Village copies of all insurance policies or original certificates (not facsimiles) of insurance evidencing coverage as required above issued by an insurance company authorized to do business under the laws of the State of Illinois, accepted by the Village within fifteen (15) days of the execution of this Agreement. These shall be attached hereto as Exhibit "D", attached hereto and incorporated by reference as part of this

Agreement. The Contractor shall provide written notice of cancellation or modification of the policies set forth herein at least thirty (30) calendar days prior to the cancellation or modification of such policies. Any notices of the cancellation or modification of policies shall be given in accordance with Articles 10 and 24 of this Agreement. If the policy is written on a claims made basis, then the Contractor shall purchase such additional insurance to provide specified coverage to the Village for a period not less than five (5) years from the termination of this Agreement. Unless the policies or original certificates are provided, the Village will not allow the Contractor to continue the Services until all insurance required under this Agreement is purchased and evidence of such is received and approved by the Village. Any renewal or replacement policy shall comply with the provisions of this Article 10.

10.2 Indemnification of Village. The Contractor agrees to pay and reimburse and defend, indemnify, keep and hold harmless the Village, its Trustees, officials, employees, agents and representatives (to the extent that such agents and representatives participate in any Services or service under this Agreement), successors and assigns, from and against any and all losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' and experts' fees and expenses at trial and on-appeal and litigation expenses, arising out of or connected with: (a) the negligent performance or nonperformance of this Agreement by the Contractor; (b) any misstatement contained in any representation made by the Contractor in or pursuant to this Agreement; (c) any breach of any warranty made by the Contractor in or pursuant to this Agreement; or (d) any errors, omissions or negligent acts of the Contractor, its subconsultants, agents or employees. The Contractor expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the responsibilities or liabilities of the Contractor or serve as a prohibition or limit in recovery under this Article 10. The provisions of this Article 10.2 are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable.

11.0 COMPENSATION. Shall be paid on a monthly basis depending on services performed within each month.

11.1 Services. The Village shall compensate the Contractor for the Services as specified in the quoted amounts in the RFP Documents, specifically:

1. A monthly rate of \$3,750
2. One (1) carpet shampooing of all carpeted areas at times in the year designated by the Village at no additional charge.
3. A cost per incident of cleaning the Police Department Prisoner lock-up room at a rate of \$75 per incident. This rate will be charged on an as needed basis.

This stated compensation is the exclusive compensation for the Services hereunder.

11.2 Payment. Contractor will submit monthly invoices to the Village representing the Services performed. Invoices shall summarize the Services completed.

11.3 Schedule Governing Pay Requests. The Village Board meets on the first and third Thursday of each month. Contractor shall submit its requests for payment to the Village not less than fourteen (14) working days prior to the Village Board meeting to enable the Village to have sufficient time to inspect, order correction, and approve the Services. The Village shall notify the Contractor within ten (10) days of receipt of invoice if Services covered under the invoice is questioned or in any way unsatisfactory to the Village which may inhibit payment of said invoice.

11.4 Local Government Prompt Payment Act. The Village will use its best efforts to make payment within 30 days after Board approval of the Contractor's invoice. The parties agree that the terms of the Local Government Prompt Payment Act will not apply to this Agreement and that interest charges will not be levied or accrue as to any unpaid balance.

11.5 Payment Records Maintained. The Contractor shall keep and maintain records in sufficient detail as regarding the Service's cost. The Contractor shall make these records available to the Village for audit, inspection and copying upon request. In the alternative, the Contractor may turn over any of these records to the Village and upon doing so, shall obviate the requirements of this paragraph as to these records.

11.6 Payment Not a Waiver of Rights. Payment by the Village shall not be a waiver of the Village's right to audit, inspect and copy the Contractor's records, nor shall the Village's payment or the Contractor's acceptance of payment waive any disputes between the Village and the Contractor, including, without limitation, any disputes as to the correctness of the Contractor's invoices, the amount due to the Contractor, or the services rendered by the Contractor under this Agreement. The Contractor's compensation shall be subject to final audit and adjustment by the Village.

12.0 SCHEDULE. Upon written authorization to proceed with the Services, the Contractor will comply with the times and schedule set forth in the RFP Document ("Schedule" attached hereto as Exhibit "E" and incorporated by reference as part of this Agreement) for the performance of the Services.

13.0 TIME OF PERFORMANCE; LIQUIDATED DAMAGES.

13.1 Time of Performance. This Agreement shall become effective immediately upon its execution by the parties in full force and effective through the terms of this Agreement. The Contractor recognizes that time is of the essence and will make progress on the Services in accordance with the Schedule. The Services must be performed between the dates of March 1, 2007 through February 29, 2008.

13.2 Liquidated Damages. Time is of the essence of this Agreement. The parties agree that notwithstanding any other damages that the Village may incur, if Contractor shall fail to fully perform the Services required each month on a monthly basis, the Village will implement liquidated damages of \$100/ per calendar day for each calendar day beyond the month the services were not performed until the Services are completed, shall apply. The liquidated damages provided for herein are not a penalty. Nothing contained in this liquidated damages provision shall be construed as limiting the right of the Village to recover from the Contractor any and all amounts due or to become due, and any and all costs and expenses sustained by the Village for improper performance hereunder, repudiation of the Agreement by the Contractor, failure to perform, or breach or breaches in any other respect including, but not limited to, defective workmanship or materials.

14.0 NONDISCRIMINATION. The Contractor in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, marital status, disability, national origin, or status of discharge from military, nor shall the Contractor otherwise commit an unfair employment practice. The Contractor has a written policy regarding sexual harassment which complies in all respects with the Illinois Human Rights Act, 775 ILCS 5/2-105 (A)(4) (2003).

15.0 NO THIRD PARTY BENEFICIARIES. The duties and obligations of the Contractor contained herein shall be for the benefit of the Village and shall not inure to the benefit of any third party, except as specifically provided herein. The rights of the Contractor contained herein shall not inure to the benefit of any third party, except as specifically provided herein.

16.0 CONFIDENTIALITY. The Contractor acknowledges and agrees that certain information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by any of the Contractor, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of the Contractor's performance of services hereunder. The Contractor shall comply with the applicable privacy laws and regulations affecting the Village and will not disclose any of the Village's records, materials, or other data to any third party, other than its attorneys or other individuals within the Contractor's related business entities who have a need to know and who agree in advance not to make further disclosure or unless required to do so by law. The Contractor shall not have the right to distribute statistical analyses and reports utilizing data derived from information or data obtained from the Village without the prior written approval of the Village, other than to its attorneys or other individuals within the Contractor's related business entities who have a need to know and who agree in advance not to make further disclosure. In the event such approval is given, any such reports published and distributed by the Contractor shall be furnished to the Village without charge.

17.0 COMPLIANCE WITH LAWS. The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County, Village and any

other local government agencies which may in any manner affect the performance of this Agreement. Compliance with this requirement by the Contractor's employees, agents, and subcontractors is Contractor's responsibility.

18.0 INCOMPATIBLE INTERESTS. The Contractor covenants that: (a) it presently has no interest and shall not acquire any interest, direct or indirect, in the Services to which this Agreement pertains which would conflict in any manner or degree with the performance of its services hereunder; and (b) in the performance of this Agreement, no person having any such interest shall be employed. The Contractor agrees to inform the Village on a timely basis of all of the interests, if any, of the Contractor which the Contractor reasonably believes may be incompatible with any interest of the Village.

19.0 NO UNDUE INFLUENCE. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the services under this Agreement.

20.0 USE OF PRIVILEGED INFORMATION. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with its services under this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, medical, personnel or security records of individuals, anticipated material requirements or pricing actions, and knowledge of selection of contractors, subcontractors and subconsultants in advance of official announcement.

21.0 TERMINATION.

21.1 For Convenience. The Village may terminate this Agreement, or any portion, at any time by notice in writing from the Village to the Contractor.

21.2 Good Cause. This Agreement may be terminated upon a seven (7) day written notice at any time for good cause by either party. In the event of termination, full payment shall be made for Services performed to termination date.

21.3 Transfer of Documents. In the event of termination of this Agreement all finished and unfinished documents, data, studies and reports prepared by the Contractor, its subcontractors, agents and employees and any other Village property in the Contractor's custody shall be transmitted to the Village within ten (10) days after the date of termination of this Agreement.

22.0 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Except as specifically enumerated on the Schedule attached hereto, the Contractor hereby represents and warrants to and covenants with the Village as of the date hereof and throughout the term of this Agreement.

illa
C. Wiberg
Administrator
of Lincolnwood
Colon Avenue
Lincolnwood, Illinois 60712

Contractor:

Richards
President
Quality Maintenance,
1711 Pacific Avenue
Park, IL 60131

4.3 Amendment
Agreement shall be in

4.4 Successors
The Contractor, their par
ties, their heirs, and legal repre
sentatives. Neither t
he Contractor nor its interest in this Agreem

4.5 Inconsistent
The Contractor shall not be in conflict or inconsistent with the provisions of Article "B" and this Agreem

4.6 Governing Law
The Contractor agrees that, under the laws of the State of Illinois, the Contractor shall not be bound by any way, method, or controversy that has not been established only in the co

4.7 Waiver. No
breach consented
to by the party claim
ing shall not be a wa
iver of any future or
past breach.

22.1 Requisite Knowledge. Contractor is familiar with the requirements of the Services and this Agreement and is experienced in the areas of planning, design, budgeting, scheduling, and monitoring and other aspects of planning and management. Contractor has the necessary skill, financial resources and personnel to successfully complete the Services under this Agreement.

22.2 Financial Solvency. The Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the Services required and perform the obligations hereunder and will promptly give to the Contractor written notice of any material adverse change in the financial condition of the Contractor.

22.3 Requisite Personnel. The Contractor is able to furnish the labor required to complete the Services required hereunder and perform all of its obligations with sufficient experience and competence to do so. All personnel used by the Contractor for the performance of its Services shall be qualified by training and experience to perform their assigned tasks.

22.4 Company Standing and Licensure. The Contractor is authorized to conduct business in the State of Illinois. The Contractor represents and warrants that the Contractor is a company which is duly organized, validly existing and in good standing under the laws of the State of Illinois with power and authority to conduct its business as contemplated and as contemplated by this Agreement. Contractor is properly licensed and has obtained all necessary governmental and public and quasi-public authorities having jurisdiction over it and the Services required hereunder.

22.5 Company Authority. All necessary corporate, regulatory, or other action has been taken to authorize and empower the Contractor to execute, deliver, and perform this Agreement. The person(s) executing this Agreement on behalf of the Contractor is duly authorized to do so and this Agreement is a legal, valid and enforceable obligation of each and all of the owners, shareholders, officers, managers or members of Contractor, enforceable against them in accordance with its terms, subject to the provisions of bankruptcy, equitable principles and laws affecting creditor's rights generally.

22.6 No Improper Inducement. Except only for those representations, statements or promises expressly contained in this Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Contractor, its officials, agents, or employees has induced the Contractor to enter into this Agreement or has been relied upon by Contractor.

22.7 No Litigation Pending. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by the Contractor which would have or has or may have any material adverse effect on the execution, delivery, performance or enforcement of this Agreement. The Contractor has not received notice, or has a reasonable belief

24.8 Headings. The headings of articles and paragraphs in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

24.9 Entire Agreement. It is expressly agreed by the parties that the provisions set forth in this Agreement, together with all attachments hereto, constitute the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

24.10 Severability. The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this Agreement is unenforceable as a matter of law, such part or provision of this Agreement shall be deemed severed and the remainder of this Agreement shall survive.

24.11 Survival and Construction. All the covenants, indemnifications, representations and warranties of the Contractor and Village respectively, contained in this Agreement shall survive the consummation or termination of this Agreement. The parties acknowledge and agree that it is sophisticated and knowledgeable in the subject matter of this Agreement and has negotiated and reviewed this Agreement and that the rule of construction to the effect that ambiguities in a document are resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits attached hereto.

24.12 Time is of the Essence. Time is of the essence with respect to all the provisions and covenants of this agreement. The Contractor agrees to perform all Services and obligations under this Agreement in a timely manner in accordance with the schedule set forth in "Exhibit E."

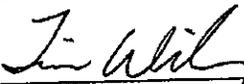
24.13 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute and be taken as one and the same instrument.

24.14 Extension of Contract. Upon mutual agreement of both parties, this contract can be extended in one year intervals under the same prices, terms and conditions.

[This space intentionally left blank.]

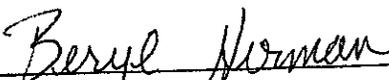
IN WITNESS, the parties hereto have caused this Agreement to be executed by the properly authorized officials as of the date and year first above written.

VILLAGE OF LINCOLNWOOD:



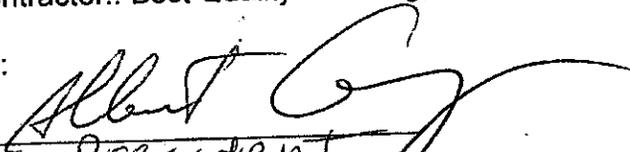
Timothy C. Wiberg
Village Administrator, Village of Lincolnwood

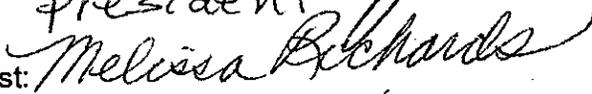
Attest:



Beryl Herman
Village Clerk, Village of Lincolnwood

Contractor.: Best Quality Cleaning, Inc.

By: 
Its _____
President

Attest: 

Title: Vice President

Date: February 12 2007

List of Exhibits

EXHIBIT A Notice and Instructions

EXHIBIT B RFP Specification Booklet

EXHIBIT C Contract Bond

EXHIBIT D Insurance Certificates

EXHIBIT E Schedule

EXHIBIT A
Notice and Instructions

VILLAGE OF LINCOLNWOOD
REQUEST FOR PROPOSAL

PROFESSIONAL JANITORIAL SERVICES

The Village of Lincolnwood will accept Proposals for Professional Janitorial Services until 4 p.m., Wednesday, January 17, 2007. Proposals should be sealed and submitted to the attention of Manuel Castañeda, Director of Public Works, Public Works Department, Village of Lincolnwood, 7001 North Lawndale Avenue, Lincolnwood, Illinois 60712. (Envelopes are to be marked "Lincolnwood Professional Janitorial Services Proposal"). Qualified firms must submit four copies of their proposals. Faxes and/or email proposals WILL NOT BE ACCEPTED.

PRE-BID CONFERENCE

There will be an optional pre-bid conference on Tuesday, January 9, 2007 at 10:00 a.m. in the Village Hall Council Chambers. This meeting will include a tour of all facilities.

Specifications are available free of charge at the Public Works Department. Email for a copy in .pdf format.

Contact:

Mike Braiman
Public Works Department
Village of Lincolnwood
7001 North Lawndale Avenue
847-745-4859
mbraiman@lwd.org

EXHIBIT B
RFP Specification Booklet



REQUEST FOR PROPOSALS:

PROFESSIONAL JANITORIAL SERVICES

Sealed proposals to be submitted by 4:00 pm on the 17th day of January 2007, at which time they will be opened and read.

Proposals shall be submitted to the Director of Public Works.

Specifications are available free of charge at the Village Hall and the Public Works Department. Email for a copy in .pdf format or visit www.demandstar.com.

Hand Delivered
or by Mail:

Manuel Castañeda
Director of Public Works
Village of Lincolnwood
6900 North Lincoln Ave.
Lincolnwood, Illinois 60712

INFORMATION

Contact:

Michael Braiman
Management Analyst
Public Works Department
Village of Lincolnwood
847-745-4859
mbraiman@lwd.org

Village of Lincolnwood
Request for Proposals
Professional Janitorial Services

SUMMARY

The Village of Lincolnwood is seeking a company to perform high quality professional Janitorial Services for its municipal facilities beginning March 2, 2007. These facilities are: the Village Hall, Police Department, Fire Department, Community Center (all at 6900 North Lincoln Avenue), and the Public Works Facility (7001 North Lawndale Avenue). These facilities are approximately 16 years old. The nature of the service requested is ongoing high quality cleaning and maintenance of these facilities after and during normal working hours to ensure that employees may work in a healthy environment.

GENERAL OVERVIEW

The Village is a full service organization consisting of 98 full-time employees. All employees, with the exception of the Public Works Department, operate out of the Village's municipal complex, located at 6900 North Lincoln Avenue. The Public Works Department operates at 7001 North Lawndale Avenue.

Total Square Footage – Village Buildings:

Facility	Square Footage
Police Department	14,026
Village Hall	12,735
Fire Department	11,881
Community Center	5,720
Public Works Main Facility	2,500

Note:

Not all square footage of these buildings is to be maintained by the proposing company. Also, the square footage listed is an approximate square footage.

SCOPE OF WORK

All work is expected to be performed in a high quality and professional manner. Areas to be serviced include:

- Entrances
- Lobby
- Council Chambers
- General Offices
- Private Offices
- Conference Rooms
- Hallways
- Break Areas/Lunchrooms
- Detention Garage
- Stairways
- Private & Public Restrooms
- Display Cases
- Locker Rooms & Jail Cells
- Communications & Records Area

Doors with Glass Panels

All doors with glass panels are to be cleaned daily.

Dusting

Dusting of certain items is to be accomplished as specified. There are no height limitations.

Carpeted Areas in Offices

Carpeted areas in offices and hallways should be shampooed annually and/or spot cleaned at the direction of the Village.

Prisoner Lock Up Room

On a per incident basis, the Village may request the cleaning of the prisoner lock up room in the Police Department. Work will include disinfecting potential diseases and cleaning up bodily fluids.

Community Center

On evenings when there are events at the Community Center, there will be 50 gallon bags full of garbage that shall be disposed of at the Police/Fire garbage dumpsters.

TERMS AND CONDITIONS:

- A. The Village reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The Village reserves the right to request clarification of information submitted, and to request additional information.
- C. Taxes: Federal Excise Tax does not apply to services purchased by the Village of Lincolnwood. Illinois Sales Tax does not apply to services purchased by the Village of Lincolnwood by virtue of Statute. Illinois Tax Exemption identification No. E9998-1580-05. The prices quoted herein shall agree with all Federal Laws and regulations.
- D. Compliance with Applicable Laws: Consultant agrees to comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- E. Indemnification: Consultant agrees to protect, indemnify, hold and save harmless and defend the "Municipality" against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent consultants or subconsultants of the consultant or municipality, on account of growing out of, incident to, or resulting directly or indirectly from the performance by the personal injuries, death or damages to property occurring, "Consultant or subconsultant" hereunder. Whether such loss, damage, injury or liability is contributed to by negligence of the "Municipality" or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the "Consultant" shall have no liability or damages or the cost incident thereto caused by the sole negligence of the "Municipality."
- F. Bond covering performance labor and materials: The Village will require that the contractor shall supply and deliver to the Director of Public Works a performance bond in the amount of 100% of the bid as sufficient surety to the Village.

PROFESSIONAL JANITORIAL SERVICES PROPOSAL

I. COST

A. Police Department, Village Hall, Building/Fire Department, Community Center, and Public Works Main Facility:

Calendar Year 2007: \$ _____ Per Month
\$ _____ Prisoner Lock Up Per Incident
\$ _____ 1 Carpet Shampooing
_____ Minimum Daily Man Hours
_____ Minimum Annual Man Hours

Calendar Year 2008: \$ _____ Per Month
\$ _____ Prisoner Lock Up Per Incident
_____ Minimum Daily Man Hours
_____ Minimum Annual Man Hours

II. COMPANY

Firm Name: _____
Contact Person: _____
Address: _____
Telephone: _____

III. AUTHORIZATION

The contractor affirms having read and completed all of the above information that it is true and correct. Further, the contractor acknowledges that they have read the foregoing and agrees to comply with the terms set forth herein. Each signatory warrants that they possess full authority to so sign.

Contractor: _____ Date: _____

Subscribed and sworn to me this _____ day of _____ 2007

Notary Public

SERVICES AND MATERIALS TO BE RENDERED

The Contractor agrees to furnish the labor, equipment, cleaning materials and supervision necessary to provide high quality janitorial services to the following municipal buildings:

Facilities
Police Department
Village Hall
Building/Fire Department
Community Center
Public Works Main Facility

Frequency of Work

Work shall be completed in the hours as shown below:

- 6:00 p.m. to 6:00 a.m. at the Building/Fire Department, and the Public Works Main Facility
- 12:00 a.m. to 6:00 a.m. at the Community Center
- 6:00 a.m. to 12:00 p.m. at the Village Hall (Vacuuming and floors mopped before 9:00 a.m.)
- 6:00 a.m. to 12:00 p.m. at the Police Department (Vacuuming and floors mopped before 9:00 a.m.)
- A supervisor shall be on site weekly between the Village's regular business hours of 9:00 a.m. and 5:00 p.m. to ensure that all facilities are properly cleaned and maintained.

Work shall be completed on the days as shown below:

- Village Hall and Public Works Department shall be maintained five (5) days per week, Monday through Friday
- Police Department and Fire Department shall be maintained six (6) days per week, Monday through Saturday except where otherwise indicated.
- Community Center shall be maintained seven (7) days a week.

The contractor is responsible for all labor, equipment, cleaning supplies, wastebasket liners, and incidental items which are necessary to clean and maintain the buildings. The Community Center will require heavy duty wastebasket liners. The Contractor is also responsible for filling and refilling all holders and dispensers in all the bathrooms. The Village, at its own expense, will provide paper towels, soap, and toilet paper.

EXTERIOR/INTERIOR – ALL BUILDINGS
Lobby & Entrances/Council Chamber/Miscellaneous Areas
(Excluding the Fire Department living quarters and hose tower)

1	Doors	Spot Wash	Daily
2	Floors (Carpeted)	Vacuum	Daily
3	Floors (Hard Surfaced – <i>Linoleum, not vinyl</i>) (Not linoleum floor)	Dust/Damp Mop Spray Buff Strip/Refinish	Daily Monthly Twice Annually
4	Furniture	Dust Tables, Desks, File Cabinets Dust Chairs Dust Lamps	Daily Monthly Monthly
5	Display Cases	Wash	Monthly
6	Windows-Inside & Out	Wash	Quarterly
7	Garage Areas	Sweep Hose Down	Weekly Monthly

GENERAL OFFICES – ALL BUILDINGS

Note: The private offices and other areas of the Village Hall, Police Department and Fire Department shall only be maintained five (5) days per week, Monday through Friday

1	Floors (Carpeted)	Vacuum Traffic Lanes	Daily
		Detail Vacuum	Weekly
2	Floors (Hard Surfaced) (Not linoleum)	Dust Mop & Spot Damp Mop	Daily
		Damp Mop & Spray Buff	Monthly
		Strip/Refinish	Twice Annually
3	Desks	Dust & Damp Wipe	Weekly
4	Chairs	Vacuum Cloth	Quarterly
		Damp Wipe Vinyl	Quarterly
5	Wastebaskets	Empty/Replace Liner	Daily
6	Telephones	Damp Wipe	Weekly
7	Filing Cabinets	Dust & Damp Wipe Top	Weekly
			Monthly
8	Wall Hangings	Dust	Monthly
9	Blinds	Dust	Quarterly
10	Bookshelves	Dust	Monthly

RESTROOMS – ALL BUILDINGS
(includes locker rooms, showers, and jail cells)

1	Floors (Carpeted)	Vacuum	Daily
2	Floors (Hard Surfaced)	Dust/Damp Mop Wash/Disinfect Scrub/Refinish	Daily Weekly Quarterly
3	Wastebaskets	Empty & Replace Liner	Daily
4	Doors & Frames	Spot Clean	Daily
5	Light Switches	Spot Clean	Daily
6	Kick Plates	Spot Clean	Daily
7	Sinks	Clean & Disinfect	Daily
8	Commodes/Urinals	Clean & Disinfect	Daily
9	Metal & Hardware	Damp Wipe/Polish	Daily
10	Mirrors	Wash	Daily
11	Dispensers	Refill	Daily
12	Sanitary Disposal	Refill	Daily
13	Public Works Locker Room	Wash Floor with Hose	Daily

HALLWAYS – ALL BUILDINGS

1	Floors (Carpeted)	Vacuum	Daily
2	Floors (Hard Surfaced) (Not linoleum)	Dust Mop & Spot Damp Mop Buff & Light Wax Dust Mop Strip/Refinish	Daily Monthly Weekly Quarterly
3	Doors & Frames	Spot Clean Touchup/oil Polish Wood	Daily Semi-Annually
4	Light Switches	Spot Clean	Daily
5	Kick Plates	Spot Clean	Daily
6	Water Fountain	Clean & Disinfect	Daily
7	Partition Glass	Spot Wash	Daily
8	Dispensers	Refill	Daily
9	Sanitary Disposal	Refill	Daily

LUNCHROOM/BREAKROOMS – ALL BUILDINGS

1	Floors (Carpeted)	Vacuum	Daily
2	Floors (Hard Surfaced)	Dust/Damp Mop Spray Buff Strip/Refinish with 2 coats of wax	Daily Monthly Quarterly
3	Chairs	Damp Wipe Seats	Daily
4	Wastebaskets	Empty/Replace Liners Wash	Daily Monthly
5	Doors & Frames	Spot Clean	Daily
6	Kick Plates	Spot Clean	Daily
7	Light Switches	Spot Clean	Daily
8	Sinks	Clean/Disinfect	Daily
9	Tables	Wash Tops	Daily
10	Appliances (Refrigerator and microwave)	Damp Wipe Fronts	Daily

KITCHEN – COMMUNITY CENTER

1	Counter Tops	Damp Wipe	Daily
2	Floors (Hard Surfaced)	Dust/Damp Mop Wet Mop* Spray Buff Strip/Refinish with 2 coats of wax	Daily Weekly Monthly Quarterly
3	Chairs	Damp Wipe Seats	Daily
4	Wastebaskets	Empty/Replace Liners ** Wash	Daily Monthly
5	Doors & Frames	Spot Clean	Daily
6	Kick Plates	Spot Clean	Daily
7	Light Switches	Spot Clean	Daily
8	Sinks	Clean/Disinfect	Daily
9	Tables	Wash Tops	Daily
10	Refrigerator, Warming Oven, Microwave	Damp Wipe Fronts Wash Inside	Daily Daily
11	Window Ledges	Dust/Damp Wipe	Monthly
12	Table Tops in Large Room	Damp Wipe	Weekly

*Murphy's Soap Oil or Mr. Floor cleaner are the only required cleaning products for the wet mop. Other products must be approved by the Village.

**Wastebasket liners must be heavy duty.

PRE-BID CONFERENCE

There will be an optional pre-bid conference on Tuesday, January 9, 2007 at 10:00 a.m. in the Village Hall Council Chambers. This meeting will include a tour of all facilities.

SUBMITTAL DEADLINE

The Village of Lincolnwood will accept Proposals for Professional Janitorial Services until 4 p.m., Wednesday, January 17, 2007. Four (4) copies of the proposal must be sealed and placed in an envelope and are to be marked "**Lincolnwood Professional Janitorial Services Proposal.**"

Proposals must be submitted to:

Manuel Castañeda
Public Works Department
Village of Lincolnwood
7001 North Lawndale Avenue
Lincolnwood, IL 60712

Faxed and/or email proposals will **not** be accepted.

SUBMITTAL REQUIREMENTS

Proposals shall contain the following information:

1. **Profile** – A profile of the company, including a description of business history and clients.
2. **Project Staffing** – Identification of the qualifications and experience of key staff who will be directly involved in this project.
3. **Fees** – Provide monthly cost for work. Include on completed proposal form, "**Page 5**" of this document.
4. **Man Hours** – Provide minimum daily and annual man hours for which work will be provided. Include on completed proposal form, "**Page 5**" of this document.
5. **References** – Provide the names, company, and contact information of at least five client organizations where similar work has been provided as contained in this RFP.

COMPLIANCE WITH GENERAL TERMS & CONDITIONS

As a point of information, the successful contractor will be required to meet the following conditions for a contract award: EEOC statement, Certificate of Insurance for Liability and Workman's Compensation Insurance, and a Sexual Harassment Policy.

REVIEW OF PROPOSALS

The Village Public Works Department will review the proposals received and recommend the most qualified candidate to the Village Board for approval. It is the intent of the Village to have a vendor chosen and in place by February 1, 2007. The Village does not guarantee meeting this deadline.

The Village of Lincolnwood reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; or solicit new proposals, if such actions are deemed reasonable and in the best interest of the Village of Lincolnwood.

CONTACT INFORMATION

Questions concerning this RFP document may be directed to:

Mike Braiman
Public Works Department
Village of Lincolnwood
7001 North Lawndale Avenue
Lincolnwood, Illinois 60712
847-745-4859
mbraiman@lwd.org

PROFESSIONAL JANITORIAL SERVICES PROPOSAL

I. COST

A. Police Department, Village Hall, Building/Fire Department, Community Center, and Public Works Main Facility:

Calendar Year 2007: \$ 5455.00 Per Month *See following page*
 \$ 75.00 Prisoner Lock Up Per Incident
 \$ no charge Carpet Shampooing
 14 Minimum Daily Man Hours
 4300 Minimum Annual Man Hours

Calendar Year 2008: \$ 5455.00 Per Month *See following page*
 \$ 75.00 Prisoner Lock Up Per Incident
 14 Minimum Daily Man Hours
 4300 Minimum Annual Man Hours

II. COMPANY

Firm Name: Best Quality Cleaning, Inc.
Contact Person: Melissa Richards
Address: 10015 Pacific Ave, Franklin Park, IL 60131
Telephone: 847-233-0202

III. AUTHORIZATION

The contractor affirms having read and completed all of the above information that it is true and correct. Further, the contractor acknowledges that they have read the foregoing and agrees to comply with the terms set forth herein. Each signatory warrants that they possess full authority to so sign.

Contractor: *Melissa Richards* Date: 01/11/07
Subscribed and sworn to me this 11th day of January 2007

Marcia Peterson
Notary Public



BQC, Inc.



10015 Pacific Ave., Franklin Park, IL 60131
Phone: (847) 233-0202 * Fax: (847) 233-0505 * E-Mail: bqc@sbcglobal.net

Village of Lincolnwood

January 23, 2007

Regarding: 2007 Lincolnwood Janitorial RFP Quotes

Mike,
As discussed earlier today.

Existing RFP

\$49,500.00 (annual) for 14 man hours

\$45,000.00 (annual) for 12 man hours

For night cleaning of all buildings according to the village's specifications - \$42,000.00
(annual) for 12 man hours.

Thank You,
Melissa Richards
Vice President

Best Quality Cleaning, Inc.

BQC

10015 W. Pacific Avenue, Franklin Park, IL 60131
Phone: (847) 233-0202 * Fax: (847) 233-0505 * E-Mail: bqc@sbcglobal.net

References For
Village of Lincolnwood

City of Elmhurst

209 N. York
Elmhurst, IL 60126
Ray Dlouhy
630-530-3034

Village of Arlington Heights

33 S. Arlington Heights Road
Arlington Heights, IL 60005
Rob Balfor
847-368-5860

Village of Hillside

425 Hillside Avenue VH and PD
Hillside, IL 60162
Russ Wajda
708-449-6450

Village of Lincolnshire

1 Olde Half Day Road
Lincolnshire, IL 60069
Randy Wiest
847-883-8600

Village of Mundelein

440 E. Hawley Street
Mundelein, IL 60060
Michael Flynn
847-949-3200

EXHIBIT C
Performance Bond

EXHIBIT D
Insurance Certificates

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CC
BEST-C5

DATE (MM/DD/YYYY)
03/13/06

PRODUCER
R-H INSURANCE GROUP
P.O. BOX 370
ZURICH IL 60047
Phone: 847-438-6400 Fax: 847-438-1128

INSURED
BEST QUALITY CLEANING, INC.
10015 PACIFIC AVE
FRANKLIN PARK IL 60131

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: WEST BEND MUTUAL	
INSURER B: Western Surety Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BDD0254726	03/13/06	03/13/07	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	PER PROJECT				PERSONAL & ADV INJURY \$ 1,000,000
	AGGREGATE				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	BDD0254726	03/13/06	03/13/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS	BDD0254726	03/13/06	03/13/07	
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	BDD0254726	03/13/06	03/13/07	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	CPD0290544	03/13/06	03/13/07	EACH OCCURRENCE \$ 3,000,000.
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 3,000,000.
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCD0273061	03/13/06	03/13/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	JANITORIAL BOND	68582596	02/25/06	02/25/07	BLANKET \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
JANITORIAL SERVICE *****SAMPLE CERTIFICATE*******

CERTIFICATE HOLDER

CANCELLATION

BEST007

BEST QUALITY CLEANING INC.
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX IL XXXXXXXX

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ~~XXX~~ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
KENNETH C. MATEJA *Kenneth C. Mateja*

**EXHIBIT E
Schedule**

The services described below shall be completed on or before the specified date. All other services as described in the RFP are to be completed, daily, weekly, bi-weekly, or monthly.

Contract Begins	March 1, 2007
Wash Windows (Inside & Out)	May 31, 2007, August 31, 2007, November 30, 2007, February 1, 2008
Strip and Wax Hard Floors	May 31, 2007, August 31, 2007, November 30, 2007, February 1, 2008
Scrub and Refinish Hard Floors	May 31, 2007, August 31, 2007, November 30, 2007, February 1, 2008
Dust Blinds	May 31, 2007, August 31, 2007, November 30, 2007, February 1, 2008
Chairs- Vacuum Cloth and Damp Wipe Vinyl	May 31, 2007, August 31, 2007, November 30, 2007, February 1, 2008
Touchup/Oil Polish Wood Doors and Frames	August 31, 2007, February 1, 2008
Strip and Refinish Hard Floors	August 31, 2007, February 1, 2008
Contract Terminates	February 29, 2008

Letter of Understanding

BETWEEN THE VILLAGE OF LINCOLNWOOD AND BEST QUALITY
CLEANING, INC.
MARCH 1, 2007 – FEBRUARY 28, 2008

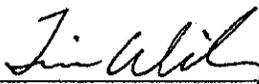
During the 2007 negotiations for the professional janitorial contract between the Village of Lincolnwood and Best Quality Cleaning, Best Quality Cleaning proposed night cleaning of all buildings according to the Village's specifications for \$42,000.00 (annual) for 12 man hours. Should the Village and Best Quality Cleaning agree to implement night services at any time during the term of this contract, section 11.1 point of the contract shall be revised as follows:

11.1 Services. The Village shall compensate the Contractor for the Services as specified in the quoted amounts in the RFP Documents, specifically:

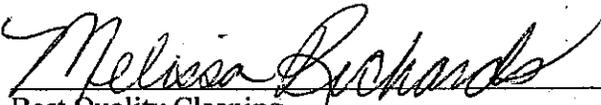
1. A monthly rate of ~~\$3,750~~ \$3,500
2. One (1) carpet shampooing of all carpeted areas at times in the year designated by the Village at no additional charge.
3. A cost per incident of cleaning the Police Department Prisoner lock-up room at a rate of \$75 per incident. This rate will be charged on an as needed basis.

This stated compensation is the exclusive compensation for the Services hereunder.

Agreed to this 13 day of February, 2007



Village of Lincolnwood
Tim Wiberg, Village Administrator



Best Quality Cleaning
Melissa Richards, Vice President

Enclosure: Best Quality Cleaning Proposal Dated January 23, 2007

BQC, Inc.



10015 Pacific Ave., Franklin Park, IL 60131
Phone: (847) 233-0202 * Fax: (847) 233-0505 * E-Mail: bqc@sbcglobal.net

Village of Lincolnwood

January 23, 2007

Regarding: 2007 Lincolnwood Janitorial RFP Quotes

Mike,
As discussed earlier today.

Existing RFP

\$49,500.00 (annual) for 14 man hours

\$45,000.00 (annual) for 12 man hours

For night cleaning of all buildings according to the village's specifications - \$42,000.00
(annual) for 12 man hours.

Thank You,
Melissa Richards
Vice President



Best Quality Cleaning
—Inc—

10015 Pacific Avenue
Franklin Park, IL 60131

Phone: (847) 233-0202 * Fax: (847) 233-0505
Email: bqc@sbcglobal.net
Website: www.bestqualitycleaninginc.com

January 17, 2013

Ms. Ashley Engelman
Village of Lincolnwood
Fax: 847-675-4432

Dear Ms. Engelman:

Best Quality Cleaning, Inc. would like to extend our contract starting March 1, 2013 through February 28, 2014 . Our current price of \$3230.00 per month will remain the same for next year.

Sincerely,

Melissa Richards
Vice President

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 10

ORIGINATING DEPARTMENT: Police Department

SUBJECT: Approval of a Resolution Authorizing the Village Manager to Execute a Contract with New World Systems for 11 Mobile Software Seat Licenses and Third Party Motor Vehicle Traffic Crash Diagraming Software for \$37,819

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the initial installation of the New World System in December, 2008, the Police Department elected to delay installation of the Mobile Field Reporting (MFR) module because the vendor was months from releasing a newer version. For the first year of using the new system, officers prepared reports using the Law Enforcement Records Management System (LERMS). Had the Department decided to install mobile reporting software at the time, there would have been a substantial cost to upgrade the software within the first year. Delaying the installation of the mobile reporting software saved the Village the cost of an upgrade, and provided additional functionality that was included in the newer version. It was a cost effective decision.

In September 2009, a newer version of the MFR software became available and was installed. Over the next two years, it became apparent to staff that using two different modules, LERMS and MFR to prepare reports was inconsistent, inefficient, and difficult to train and manage. In order to provide a uniform method of operation, and consistent and professional police reports, employees were directed to prepare all reports using the MFR module. Although it was not known at the time, this is the standard currently in place by most north shore communities using this vendor's software. The decision has produced immediate positive results for the police department.

In 2011, New World provided staff a verbal budgetary quote of \$25,000 for 11 additional MFR licenses which was approved by the Village Board in the FY2012-13 Budget. In November, 2012, the Department contacted New World to begin the MFR license upgrade, and it was discovered that the original verbal quote did not include all of the costs associated with the upgrade. The costs that were not included in the original quote involve licensing for necessary components of the MFR product; such as licenses for the servers that run the MFR module and third party software necessary to run the new State of Illinois traffic crash module. This resulted in the total cost being \$12,819 over budget. Funds are available in the General Fund to offset the difference.

FINANCIAL IMPACT:

The financial impact is \$37,819.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Additional Software License Agreement and Invoice

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the Village Manager to execute a contract with New World Systems for 11 Mobile Software seat licenses and third party motor vehicle traffic crash diagraming software for \$37,819.

RESOLUTION NO. R2013-_____

**A RESOLUTION APPROVING AN
AGREEMENT FOR MOBILE FIELD REPORTING AND OTHER SOFTWARE
WITH NEW WORLD SYSTEMS CORPORATION OF TROY, MICHIGAN**

WHEREAS, the Village Police Department ("*Department*") has licensed mobile field reporting software ("*MFR Software*") from New World Systems Corporation, of Troy, Michigan ("*New World*") since 2009; and

WHEREAS, to meet its reporting needs, the Department desires to license 11 modules of the MFR Software from New World; and

WHEREAS, the Department also desires to purchase licenses for 11 units of motor vehicle crash diagramming software ("*Diagramming Software*") from New World;

WHEREAS, the Village has determined that purchasing licenses for the MFR Software and Diagramming Software from New World will improve the Department's capacity to prepare police reports; and

WHEREAS, the Village and New World desire to enter into an agreement for the licensing of the MFR Software, Diagramming Software, and related products and services ("*Agreement*"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Agreement with New World will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF AGREEMENT. The Agreement by and between the Village and New World shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by New World; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this ___ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2013.

Lawrence Elster, President Pro Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2013

Douglas Petroschius, Deputy Village Clerk
Village of Lincolnwood, Cook County, Illinois

#12205704_v1

EXHIBIT A
AGREEMENT

January 23, 2013**ADDITIONAL SOFTWARE LICENSE AGREEMENT**

Mr. Timothy Wiberg
Lincolnwood Police Department
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

Dear Mr. Wiberg:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibits AA, A and Appendix 1) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

LINCOLNWOOD POLICE DEPT., IL
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING ASSUMES CONTRACT EXECUTION BY APRIL 12, 2013.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total cost Summary: Licensed Standard Software and Third Party Products

	<u>DESCRIPTION OF COST</u>	<u>COST</u>
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$35,080
	1. Licensed Standard Software	\$35,080
B.	THIRD PARTY PRODUCTS AND SERVICES	2,739
	1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	
	ONE TIME PROJECT COST:	<u>\$37,819</u>
C.	STANDARD SOFTWARE MAINTENANCE SERVICES	\$7,016/annually

PRICING ASSUMES CONTRACT EXECUTION BY APRIL 12, 2013.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software and Third Party Products

	<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$35,080
	1. Amount invoiced upon Effective Date (50%)	\$17,540
	2. Amount invoiced upon delivery of Licensed Standard Software (50%)	17,540
B.	THIRD PARTY PRODUCTS AND SERVICES	2,739
	1. Amount invoiced upon the Effective Date (100%)	\$2,739

ONE TIME PAYMENTS: \$37,819

- C. STANDARD SOFTWARE MAINTENANCE SERVICES \$7,016
Standard Software Maintenance Agreement (SSMA) fees will increase for the above software change and will commence 90 days after delivery of the software; year one cost to be prorated to run concurrently with **Customer's** existing SSMA. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

Application Package^{1,2,3,4}

Cost

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000⁵

- 1. Base Message Switch to State/NCIC (Upgrade to 30 units)**
 - Base Message Switch for MDT/MCT
 - State/NCIC Interface

- 2. Additional Aegis® Software for RS/6000 Message Switch**
 - New World CAD Interface for Aegis MSP (Upgrade to 30 units)
 - Mobile Upload Software (Upgrade to 30 units)
 - AVL Interface (Upgrade to 30 units)⁶

MOBILE SOFTWARE ON THE MSP Server

- 3. Aegis® Mobile Integration Software**
 - MDT/MCT Base CAD/RMS Interface (Upgrade to 30 units)
 - AVL CAD Interface (Upgrade to 30 units)⁶

MOBILE MANAGEMENT SERVER

- 4. Aegis/MSP Mobile Management Server Software (Upgrade to 30 units)**
 - Base CAD/NCIC/Messaging
 - Field Reporting
 - Field Reporting Data Merge

CLIENT SOFTWARE

- 5. Aegis® Law Enforcement Mobile Unit Software (1 Unit)**
 - Mobile Messaging**
 - LE State/NCIC via Switch⁷
 - LE CAD via Switch
 - New World AVL

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

Field-Based Reporting (11 Units)

LE Field Reporting (Federal Standards)

The following 4 New World Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following New World Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Demographic Profiling Questionnaire

Includes 1 **New World** Report

TOTAL SOFTWARE LICENSE FEE ^{8,9}

\$35,080

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Aegis products. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008 Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*
- ² *New World Systems' Aegis product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *New World Systems' Aegis product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- ⁴ *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*
- ⁵ *Currently supporting Motorola, Data Radio (DMP & IP), CDPD, EDACS, CDMA, GPRS, 802.11, Sprint EVDO, NetMotion and Electrocom Mobile Communication solutions only.*
- ⁶ *Requires 3rd party GPS hardware.*
- ⁷ *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*
- ⁸ *Prices assume that all software is licensed.*
- ⁹ *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By execution of this **Agreement**, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

Lincolnwood Police Department
Attn: Mr. Ray Williams
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on said Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

EXHIBIT 1
CONFIGURATION

1. THIRD PARTY PRODUCTS AND SERVICES

THIRD PARTY SOFTWARE

a. Diagramming Software (Scene PD)

11 units @ \$249 each

TOTAL THIRD PARTY PRODUCTS AND SERVICES

\$2,739

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 11

ORIGINATING DEPARTMENT: Police Department

SUBJECT: Approval of a Resolution Authorizing the Village Manager to Execute a Memorandum of Understanding with the Village of Glenview for the Provision of Code Enforcement Services

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village Board identified "Code Enforcement" as a priority in the "2010-14 Village Board Strategic Plan." In 2010, the Village contracted with T.P.I. Code Consultants to perform "windshield" inspections, coordinate correspondence for proactive and complaint-based code enforcement requests from staff and the public, and take enforcement action, as necessary. The cost for this service was \$65.00 per hour.

The Village Board approved \$35,000 in the FY2012-13 Budget to contract for Property Maintenance Inspections. Staff was unable to identify a viable contractor to provide code enforcement services within the budget. Staff subsequently received authorization from the Village Board to hire a non-IMRF part-time Code Enforcement Officer. By coincidence, the employee is also a part-time Code Enforcement Officer for the Village of Glenview. The Code Enforcement Officer position requires special skill, knowledge, training and experience. Since it is a non-IMRF part-time position with no benefits, the likelihood of long term retention of this employee is not likely. In addition, it is difficult to recruit applicants for this particular position.

Staff is recommending that the Village enter into an agreement with the Village of Glenview to share code enforcement services. The employee will be a full-time Village of Glenview employee, and the Village will pay 40% of the personnel costs, and receive the benefit of 16 hours per week of service. The agreement will be valid for two years with a cost of living increase after the first year. Either party may terminate the agreement by notifying the other party 30 days in advance.

FINANCIAL IMPACT:

1. \$2,615 Per Month During 2013, and \$2,681 per month during 2014

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Memorandum of Understanding
3. Village of Lincolnwood Code Enforcement Officer Job Description

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the Village Manager to enter into an agreement with the Village of Glenview for Code Enforcement Services for the amount of \$2,615 per month in 2013, and \$2,681 per month in 2014.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2013-_____

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH
THE VILLAGE OF GLENVIEW
FOR THE PROVISION OF CODE ENFORCEMENT SERVICES**

WHEREAS, the Village is an Illinois home rule municipality;

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges or authority that may be exercised by a public agency may be exercised jointly with any other public agency; and

WHEREAS, the Village desires to enter into a memorandum of understanding with the Village of Glenview ("*Glenview*") for use of certain code enforcement personnel of Glenview for the two-year period beginning on January 1, 2013, and concluding on December 31, 2014 ("*MOU*"); and

WHEREAS, the Village has determined that entering into the MOU will improve the provision of code enforcement services within the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the MOU with Glenview will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF MOU. The MOU by and between the Village and Glenview shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF MOU. The Village Manager and Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the MOU and all documentation related thereto.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2013.

Lawrence Elster, President Pro Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2013

Douglas Petroschius, Deputy Village Clerk
Village of Lincolnwood, Cook County, Illinois

#12203927_1

EXHIBIT A

MOU

MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE
OF GLENVIEW AND THE VILLAGE OF LINCOLNWOOD FOR
USE OF CERTAIN VILLAGE OF GLENVIEW'S CODE ENFORCEMENT PERSONNEL

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated the _____ day of _____, 2013 ("MOU"), is made and entered into between the Village of Glenview, an Illinois home rule municipal corporation ("Glenview"), and the Village of Lincolnwood, an Illinois home rule municipal corporation ("Lincolnwood") (sometimes herein referred to individually as "Party" and collectively as the "Parties").

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act ("Act"), 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency may be exercised and enjoyed jointly with any other public agency; and

WHEREAS, Glenview and Lincolnwood are public agencies, as defined in Section 2 of the Act; and

WHEREAS, Lincolnwood wishes to utilize certain code enforcement personnel of Glenview for a two-year term; and

WHEREAS, Glenview has agreed to assign such code enforcement personnel to Lincolnwood and to allow Lincolnwood to utilize such personnel in accordance with the terms set forth in this MOU; and

WHEREAS, Glenview and Lincolnwood have mutually determined that there presently exists a mutual benefit to the Parties for Glenview to allow Lincolnwood to utilize such personnel in the manner set forth herein.

NOW THEREFORE, in consideration of the recitals and the mutual MOUs and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. The foregoing recitals are incorporated into and made a part of this MOU.

SECTION 2. Beginning on January 1, 2013, or on any other date mutually agreed to in writing between the Parties, and continuing until December 31, 2014, or until otherwise terminated as provided herein (the "Term"), Glenview agrees to assign Code Enforcement Officer Mike Durand ("Durand") to Lincolnwood, for the sole purpose of serving as Lincolnwood's Code Enforcement Officer. Lincolnwood is hereby authorized to direct Durand to perform any or all of the duties of Code Enforcement Officer subject to the control and direction of the Lincolnwood Village Manager.

SECTION 3. During the Term of this MOU, Durand will be assigned to Glenview on Mondays, Wednesdays and Fridays and Lincolnwood on Tuesdays and Thursdays. Glenview and Lincolnwood will review the time worked by Durand monthly to ensure that a 60% Glenview and 40% Lincolnwood ratio ("60-40 Ratio") is adhered to. All sick, vacation, holiday and personal leave days must adhere to the 60-40 Ratio. Adjustments will be made to Durand's future schedule for make-up time due to Glenview or Lincolnwood to meet the 60-40 Ratio over the Term. Best efforts will be made to limit the resulting impacts from any adjustments in the spirit of cooperation by the Villages.

SECTION 4. During the Term, Lincolnwood shall pay Glenview at the rate of Two Thousand Six Hundred Fifteen Dollars (\$2,615) per month during 2013 and Two Thousand Six Hundred Eighty One Dollars (\$2,681) during 2014 that Durand is assigned to and utilized by Lincolnwood under this MOU. This reflects 40% of all employment costs associated with Durand. All payments from Lincolnwood shall be due on the first day of each month during the Term. Should Durand not fulfill the obligations to Lincolnwood for a month previously paid for, Glenview will reimburse Lincolnwood in the arrears for the unaccounted for time.

SECTION 5. During the Term, Glenview shall continue to be responsible for paying Durand's salary and for providing Durand with workers' compensation insurance coverage, as well as any other benefit Durand receives in the regular course of his job duties at Glenview.

SECTION 6. Lincolnwood hereby agrees to indemnify, hold harmless and defend Glenview and its officers, agents and employees from and against any and all claims, cost or expense, including attorneys' fees, arising out of or caused by the negligent, willful or wanton or intentional acts of Durand, or of the Village of Lincolnwood, during the period of time Durand is being utilized by Lincolnwood as its Code Enforcement Officer.

SECTION 7. Glenview hereby agrees to indemnify, hold harmless and defend Lincolnwood and its officers, agents and employees from and against any and all claims, cost or expense, including attorneys' fees, arising out of or caused by the negligent, willful or wanton or intentional acts of Durand, or of the Village of Glenview, during the period of time Durand is being utilized by Glenview as its Code Enforcement Officer.

SECTION 8. All notices hereunder shall be in writing and shall be deemed to have been duly given upon depositing in the U.S. Mail, either by registered or certified mail, postage prepaid, return receipt requested, by facsimile transmission, or by delivery by hand or by a recognized national purveyor of overnight mail delivery to the party to whom the notice is directed, at such party's address or facsimile number as hereinafter set forth. Any Party shall have the right to designate any other address or facsimile number for notice purposes, by written notice to the other party in the manner aforesaid. The addresses of the Parties and their respective facsimile numbers are as follows:

Glenview: Village of Glenview
1225 Waukegan Road
Glenview, IL 60025
Attention: Village Manager
Fax No. 847/724-1518

Lincolnwood: Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712
Attention: Village Manager
Fax No. 847/673-9382

With a copy to: Eric G. Patt
Robbins, Salomon & Patt, Ltd.
2222 Chestnut Avenue
Glenview, IL 60026
Fax No. 847/729-7390

Hart Passman
Holland & Knight
131 South Dearborn St., 30th Floor
Chicago, IL 60603
Fax No. 312/578-6666

SECTION 9. Neither this MOU nor any of the rights or privileges granted herein shall be assigned by either Party.

SECTION 10. This MOU contains the entire MOU between the Parties regarding Lincolnwood's temporary utilization of Glenview code enforcement personnel.

SECTION 11. This MOU may not be amended or modified, except by a written instrument signed by both Parties and authorized by a duly adopted resolution of the corporate authorities of each Party. This MOU may be terminated by either party within thirty (30) days with written notice to the Parties.

SECTION 12. This MOU is for the sole and exclusive benefit of the Parties, and no third party is intended to or shall have any rights under this MOU unless specifically provided herein.

SECTION 13. This MOU shall be executed in duplicate counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

SECTION 14. The Parties have been represented by counsel and have had full opportunity to discuss this MOU prior to execution. No Party shall be deemed to have drafted this MOU for purposes of construing any ambiguity.

SECTION 15. The undersigned represent that they have the requisite authority to enter into this MOU. Within thirty (30) days after the date first written above, each Party shall provide the other Party with a certified copy of this MOU and its execution by the undersigned.

IN WITNESS WHEREOF, the parties have executed this MOU on the date referenced hereinabove.

VILLAGE OF GLENVIEW

VILLAGE OF LINCOLNWOOD

BY: _____
Its: Todd Hileman, Village Manager

BY: _____
Its: Tim Wiberg, Village Manager

ATTEST:

ATTEST:

BY: _____
Its: _____

BY: _____
Its: _____



JOB DESCRIPTION: Code Enforcement Officer

EXEMPT: No
COMPENSATION CLASS: N/A
DEPARTMENT: Police Department
REPORTS TO: Chief of Police

SUMMARY:

The Code Enforcement Officer inspects and enforces all property maintenance and zoning laws and ordinances. This is accomplished by reviewing plans and documents, interpreting specifications, inspecting construction or placement of signs, banners or other materials, and meeting with the public, residential and commercial property owners and employees, completing field testing, resolving issues, issuing inspection reports, testifying in court, and performing other duties as assigned. Additional duties include responding to complaints, reviewing invoices, and maintaining documentation of inspections and projects completed.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Inspects sites for zoning or property maintenance code compliance as a result of complaints by residents or direct assignments by supervisor.
- Documents all violations in written and photographic form for use in court as needed.
- Coordinates with other affected Village departments and prepares reports as needed.
- Notifies property owners of violations and works with them to effect compliance. Follow-up with complainant when applicable to keep them apprised of status.
- Responds to all verbal and written messages from residents and contractors regarding zoning and property maintenance matters.
- Prepares concise reports regarding each case, files, enters information in computer and prepares legal notices and citations.
- Comply with all Village Policies, Protocols, and Procedures.
- Perform other duties as assigned.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, the individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations shall be made to enable individuals with disabilities to perform the essential functions. A valid Illinois State Driver's License is required.

EDUCATION / EXPERIENCE:

Work requires knowledge of a specific vocational, administrative, or technical nature which may be obtained with a two-year associate's degree, diploma or equivalent from a college, technical, business, vocational, or correspondence school. Appropriate certification may be awarded upon satisfactory completion of advanced study or training. One to three years of experience in the inspection field is required.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret complex documents including blueprints, site plans, surveys, and elevation plans. Ability to respond effectively to citizen inquiries or complaints. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or commissions.

MATHEMATICAL SKILLS:

Ability to add and subtract numbers and to multiply and divide. Ability to perform these operations using units of weight measurement, volume, and distance. Ability to calculate figures and amounts such as proportions, percentages, and area.

REASONING ABILITIES:

Ability to define problems, collect data, establish facts, and draw valid conclusions.

OTHER SKILLS and ABILITIES:

- Ability to write in English clear and concise reports, memoranda, directives and letters.
- Ability to read papers, periodicals, journals, manuals, dictionaries, thesauruses, and encyclopedias.
- Ability to accomplish assigned administrative tasks with a minimum of supervision and with only general directions.
- Ability to establish and maintain satisfactory work relations with coworkers, commission members, and the public.
- Proven ability to effectively utilize technology in improving services. Specifically, must be skilled in use of Microsoft Windows, Word, Excel, and Outlook.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations shall be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand and walk indoors and outdoors in all

weather conditions. The employee is also required to sit and work at a desk for up to several hours.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations shall be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate. The noise level in the work environment can at times be exceptionally loud. Extensive use of computers, video displays, and keyboards as required. The position often works in a vehicle.

SAFETY:

All employees are expected, as a condition of employment, to adopt the concept that the safe way to perform a task is the most efficient and the only acceptable way to perform it. Safety adherence of performance will be considered an important measure of employee performance evaluation. As such, the employee must:

- Comply with established safe working rules.
- Report all accidents and injuries immediately, and cooperate in all accident and injury investigations, supplying full and complete information.
- Submit recommendations for safety and efficiency, as well as report defective equipment and unsafe conditions.
- Know their exact duties in the event of a fire or catastrophe.
- Provide public protection from unsafe conditions and hazards.

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 12

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Consideration of a Resolution to Execute an Agreement with E Town Tennis for Group and Private Tennis Lesson Services Commencing with the 2013 Summer Season

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Parks and Recreation Department critically reviewed the tennis program and determined that our customers would be best served by seeking proposals to determine if improved service levels could be secured. Staff consulted with School District 219 administration and athletic staff as well as other parks and recreation agencies, and the Village Attorney, when developing the RFP document, which was released on November 26, 2012. Three proposals were received by the December 14, 2012 deadline. All three contractors were interviewed December 20-21, 2012 by the Director of Parks and Recreation, Superintendent of Recreation and the Community Center Program Supervisor.

Interviews followed the following format:

- 20 minute overview of program by contractor
- 20-25 minutes of questions by staff
- 5-10 minutes of questions by contractor

Staff utilized a scoring matrix to evaluate each provider based on the following criteria: interview, references, proposal and experience. Candidates were awarded a maximum of 40 points per category. The total was then averaged for their final score.

The Park and Recreation Board made a recommendation to accept the RFP document and process used, suggesting a more formal rubric be developed and administered to avoid any biased results. Staff developed a rubric and independently scored each of the three contractors. Staff presented an overview of the process at the January 15, 2013 Village Board Committee of the Whole meeting. The Village Board directed staff to continue with the process.

Staff recommends executing a one-year agreement with an optional three-year extension with E Town Tennis. E Town Tennis was formed in 2006 by Ken Herrmann. Mr. Herrman is a certified member of the United States Professional Tennis Registry (USPTR), with Professional Level One ranking, and the United States Tennis Association (USTA). He has been involved in the sport of tennis for over 20 years. E Town has been the tennis vendor for the City of Evanston and Morton Grove Park District for the past six years. Through grassroots efforts, they have been able to introduce tennis to all age ranges and levels utilizing the USTA Quick Start program (youth) and USTA Summer Adult League Play (adults). E

Town's primary goal is to offer a structured, balanced tennis program, building the tennis community with a sport for the entire family to enjoy.

FINANCIAL IMPACT:

\$16,240 has been budgeted for contractual tennis instruction services in the unapproved Parks and Recreation Budget for FY 2013/2014.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Independent Contractor Agreement
3. Request for Proposal for Group and Private Tennis Lesson Services
4. E Town Tennis Proposal

RECOMMENDED MOTION:

Move to approve a resolution to execute a one year contract with E Town Tennis for Group and Private Tennis Lesson Instruction with an option to extend for three years.

RESOLUTION NO. R2013-_____

**A RESOLUTION APPROVING THE AWARD
OF THE CONTRACT FOR TENNIS INSTRUCTION SERVICES
TO E TOWN TENNIS, OF LIBERTYVILLE, ILLINOIS**

WHEREAS, the Village desires to provide group and private tennis instruction services at Village facilities ("*Services*"); and

WHEREAS, the Village sought proposals for the award of a contract to perform the Services ("*Contract*"); and

WHEREAS, E Town Tennis, of Libertyville, Illinois ("*E Town Tennis*"), was the lowest responsible bidder of the firms that submitted proposals to the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with E Town Tennis will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF CONTRACT. The Contract by and between the Village and E Town Tennis shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF CONTRACT. The Village Manager and the Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by E Town Tennis; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2013.

Lawrence Elster, President Pro Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2013

Doug Petroschius, Deputy Village Clerk
Village of Lincolnwood, Cook County, Illinois

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warrantees, and certifications expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Village.

5. Contractor shall complete, maintain and submit to the Village any and all records relating to the Services at such time and on such forms as the Village may request.

6. The Village may require Contractor to provide an activity plan explaining the means, manner and methods by which Contractor will provide the Services. Such plan, if required, will be attached to this Contract and incorporated herein. Contractor shall be responsible for hiring personnel to provide the Services and Contractor is solely responsible for the direction of any such personnel. Contractor shall perform the Services at the location(s), either on or off the Village's premises, as approved by the Village ("Service Site"). Contractor shall maintain or cause to be maintained all property, facilities, tools and equipment owned by Contractor and used by Contractor in performing the Services, in good repair and in a clean, sanitary and safe condition free from defects of every kind. If Contractor provides the Services with equipment owned or controlled by the Village, Contractor shall use, and cause his participants to use through proper supervision and control, all equipment with due care and in the manner in which the equipment was meant to be used, and shall report all defects in or damage to any such equipment and the cause thereof, if known, immediately to the Village Superintendent of Recreation. Contractor shall periodically inspect all equipment to ensure its proper condition and repair. In addition, the Village shall have the right, but not the obligation, to inspect such equipment as it deems necessary, but such right of inspection is not intended to and shall not create any duty or obligation to inspect or any other obligation or liability on the part of the Village. If the Services are to be provided off of the Village premises, Contractor represents, warrants and agrees that the Service Site is not now, nor will be during the term of this Contract, in violation of any health, building, fire or zoning code or regulation.

7. Contractor represents, agrees and warrants that it has procured all licenses, permits or like permission required by law to conduct or engage in the Services; that it will procure all additional licenses, permits or like permission hereafter required by law during the term of this Contract: and, that it will keep same in full force and effect during the term of this Contract.

8. All dissemination of information to the public concerning the Services is the sole responsibility and right of the Village. Contractor may not independently advertise the Services unless it has received the prior written authorization of the Village's Director of Parks and Recreation ("Director"). Contractor may not represent any activity in which he is engaged, including without limitation the Services, as having been approved by the Village nor may Contractor use the Village's name in a testimonial manner without the prior written authorization of the Director.

9. Contractor understands, acknowledges and agrees that the relationship of Contractor to the Village arising out of this Contract shall be that of independent contractor. Nothing in, nor done pursuant to, this Agreement shall be construed to: (a) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of Contractor. Specifically, and without limitation of the foregoing, it is understood that Contractor (including and any employee/agent hired by Contractor) is not an employee of the Village and is therefore not entitled to any benefits provided employees of the Village. It is further understood by Contractor that Contractor (including any employee/agent hired by Contractor) will not be covered under provisions of the workers' compensation insurance of the Village and that any injury or property damage on the job will be Contractor's sole responsibility and not the Village's. Also, it is understood that Contractor (including any employee/agent hired by Contractor) is not protected as an employee or as a person acting as an employee under the provisions of the general liability insurance of the Village and therefore, will be solely responsible for its own actions. The Village will in no way defend Contractor (or any of Contractor's employees/agents) in matters of liability. Contractor will not be covered under social security, federal or state income tax withholding, or any other payroll withholding program. The Village will report payments to Contractor pursuant to this Contract as required by applicable federal and state law.

10. Contractor shall obtain insurance of the types and in the amounts listed below for the duration of this Contract. The cost of such insurance shall be borne by Contractor.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village.

B. Business Auto and Umbrella Liability Insurance

If applicable, Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, Contractor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against the Village and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

D. General Insurance Provisions

(a) Evidence of Insurance

(i) Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

(ii) All certificates shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

(iii) Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

(iv) The Village shall have the right, but not the obligation, to prohibit Contractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

(vi) Failure to maintain the required insurance may result in termination of this Contract at the Village's sole discretion.

(vii) Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

(b) Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

(c) Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(d) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(e) Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

[THIS INSURANCE PROVISION MAY ONLY BE WAIVED OR MODIFIED BY WRITTEN AGREEMENT BETWEEN THE PARTIES]

11. The Village assumes no liability for actions of Contractor. Contractor shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in this Contract.

12. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to Contractor as the result of the execution of this Contract.

13. In the event that any claim is threatened or made, or any action, suit or proceeding is brought against Contractor relating directly or indirectly to the Services, it shall cause written notice thereof to be given to the Village immediately upon (and in no event more than five days after) receipt or knowledge of same.

14. Notwithstanding any other provision hereof, the Village may terminate this Contract at any time upon 15 days prior written notice to Contractor. In the event that this Agreement is so terminated, Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed.

15. Any notices which are required to be given or which may be given under this Contract shall be sent certified mail return receipt requested to the Parties at their respective addresses set forth under their respective signatures below (or such other address as either of the Parties may hereinafter designate to the other Party in writing) or by hand delivery evidenced by receipt.

16. Contractor shall comply, and cause all persons providing any of the Services on his behalf to comply, with all applicable federal and state laws, and governmental rules and regulations now or hereafter in effect pertaining to equal employment opportunity and discrimination in the provision of the Services, including without limitation, the provisions of the Civil Rights Act of 1964, the Illinois Human Rights Act, Equal Employment Opportunity Clause and the Americans with Disabilities Act.

17. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or Contractor with respect to this Contract or the Services. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

18. Contractor represents and warrants that, to the best of its knowledge, (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

19. Contractor represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois the Village of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, in the Village's sole discretion, be null and void.

20. If it should appear at any time that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Contract ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after Contractor's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to (1) terminate this Contract without liability for further payment; or (2) withhold from any payment or recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by Contractor or as a result of actions taken by the Village in response to any Event of Default by Contractor.

21. This Contract may not be assigned by the Village or by Contractor without the prior written consent of the other party.

22. Neither the Village nor Contractor shall be under any obligation to exercise any of the rights granted to them in this Contract except as it shall determine to be in its best interest from time to time. The failure of the Village or Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or Contractor's right to enforce such rights or any other rights.

23. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is non-assignable by Contractor.

24. Where the context admits in this Contract, words in the masculine gender shall include the feminine gender, words in the singular number shall include the plural number, and the word Contractor or any pronoun representing it shall include all directors, officers, employees, agents or any other person acting on or purporting to act on behalf of Contractor.

VILLAGE OF LINCOLNWOOD

[NAME OF CONTRACTOR]

Signature

Date

Signature

Date

As Its: [Title] _____

As Its: [Contractor's Official Title]

Address:
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
(847) 673-1540
[Email Address]

Address:
[Street Address]
[City, State, Zip]
[(847)XXX-XXXX]
[Email Address]

REQUEST FOR PROPOSALS

Group and Private Tennis Lesson Services

Village of Lincolnwood, Illinois

November 26, 2012

Please mail all responses to:

Jan Springer, CPRP
Superintendent of Recreation
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712
(847) 745-4721

**Village of Lincolnwood
Request for Proposals (RFP)
Group and Private Tennis Lesson Services**

This Request for Proposals (RFP) has been prepared by the Village of Lincolnwood in order to retain the services of a qualified contractor to provide group and private tennis lesson services, indoors and outdoors, to the Village of Lincolnwood.

For the purpose of this RFP and the anticipated Professional Services Agreement, "Village" means the Village of Lincolnwood, and "Services" means the provision of indoor and outdoor group and private tennis lesson services, as described in this RFP.

The selected contractor will be invited to enter into an agreement with the Village, in a form to be provided by the Village, for the provision of services based upon the Project Scope section of this RFP. The Village Board has the ultimate authority to approve any proposal and to authorize execution of the negotiated agreement.

Section I: Project Background

The Village of Lincolnwood is a thriving community of 12,590 people. The Village lies approximately 10 miles northwest of downtown Chicago. The Village is a full-service community that provides police, fire, emergency medical, public works, and parks and recreation services for the safety and enjoyment of residents and visitors.

The Village's Parks and Recreation Department offers and operates a full range of sports and recreation programs. It manages 13 parks, an outdoor pool complex, nine tennis courts, 11 baseball diamonds, and a community center.

Section II: Project Scope

The Village is looking to enter into an agreement for the provision of group and private tennis lessons to be provided indoors and outdoors. The agreement will commence June 1, 2013 for an initial period of 12 months, with three renewal options, each for an additional 12 months.

The Services shall include, without limitation, the following minimum requirements:

1. The contractor will effectively plan, supervise, manage and implement all indoor and outdoor group and private tennis services for adults, youth and day camp participants. Services may include, but are not limited to, instruction, leagues and camp lessons. Utilization of the Quick Start tennis program is preferred.
2. The contractor will hire, train, employ, evaluate, compensate, and insure all staff required for the Services; provide and maintain all supplies and equipment necessary to provide the Services; provide, and pay for, any required indoor space to provide indoor lessons; and present Services-related paperwork (e.g. brochure information, facility requests, promotional materials and invoices) to the Village in a timely, accurate manner.

3. The contractor will work with the Village to plan, market, and implement a quality, organized tennis program with the goal of meeting the needs of each age, ability, culture, and interest represented in the Village. Program evaluations will be presented by the Village to participants not less than twice per year to assess the success of the tennis program.
4. The contractor shall provide and maintain the following at the contractors expense:
 - a. A certificate of insurance naming the Village as additionally insured, for \$1,000,000 per occurrence;
 - b. A copy of the contractor's Sexual Harassment Policy and Child Endangerment Policy, and evidence of annual training in each for all employees; and
 - c. Copies of current State of Illinois background checks for all employees.

The Village desires that the selected contractor possess the following characteristics and will provide the Services in accordance with the following:

1. The contractor and its employees must represent the Village in a polished, professional manner, working as a team with Village employees.
2. The contractor shall address all customer inquiries or complaints in a timely, professional manner, and shall timely alert the Village of any issues relating to the provision of the Services.
3. The contractor and its employees must demonstrate positive working relationships with public and private entities including, but not limited to, other contractors, school districts, other park districts and Maine-Niles Association for Special Recreation (MNASR).
4. The contractor must possess impeccable public relations skills.
5. The contractor must be responsive in a courteous, efficient and timely manner to inquiries made by Village officials and staff, tennis program participants, and other third parties.

Contract Administration

The Village Superintendent of Recreation will manage and oversee the performance of the agreement.

Section III: Submittal Requirements

All proposals must be signed by an authorized official of the proposer. Proposals that contain omissions, erasures, alterations, conditional quotes, or that contain irregularities of any kind may be rejected.

The proposal should contain, without limitation, the following information at a minimum:

A. Contact Information

- Name of contractor
- Office address, main telephone and fax numbers, and website address

B. List of Qualifications and Certifications, and Required Licensing. The proposer shall provide the following:

- General information about the proposer, its history and services;
- The resume of the owner/supervisor of the proposer, and a list of the proposer's current tennis professionals and any other staff employed by or on behalf of the proposer, including their certifications, degrees and experience (USPTA or ITF certifications are preferred).

C. List of Clients. The proposer shall provide a list of all current clients (organizations and agencies only) and all municipality, park district, and school district clients within the preceding five years. Identify the proposer's years of service to each client, and contact information for each client.

D. Indoor Court Space. The proposer shall provide a list and addresses of the indoor court space available to the contractor for provision of the Services. Indoor court space must be provided within a five mile radius of Lincolnwood Village Hall, 6900 N. Lincoln Avenue, Lincolnwood, IL 60712.

E. Sample of Classes. The proposer shall provide a sample offering of classes that may be presented in the program brochure, with program descriptions, age specifications, and learning outcomes.

F. Dates of Services. The proposer shall provide a list of any days or times on which the proposer would not be available to provide tennis programs. This list may be organized by season, at the discretion of the proposer.

- Winter – January 1 – March 31
- Spring – April 1 – June 15
- Summer – June 16 – September 15
- Fall – September 16 – December 31

G. Past Success and Marketing. The proposer shall describe its past success in increasing participation numbers in the tennis programs that it provided to clients. Proposers shall also provide examples of marketing efforts the proposer has used to promote programs within client communities or agencies.

H. Proposal and Fee Structure

- The proposer shall describe all the costs and financial responsibilities associated with the provision of the Services. The fee summary should clearly identify the proposed not-to-exceed fee, inclusive of all goods and services, for the provision of the Services in accordance with the Project Scope provided in Section II of this RFP.
- The not-to-exceed costs specified by the proposer are to include all direct and indirect costs of implementing the Services, and the Village shall not be bound to pay any additional costs absent a written change order.

Section IV: Evaluation of Proposals

Professional Village Staff will evaluate all properly submitted proposals, and will grade and rank all proposals with respect to the Project Scope set forth in this Request for Proposals, including the total cost of the Services, responsiveness of the proposal, and references by current and former clients of the proposers.

The Village will then select the top preferred contractor, with whom a contract, on a form to be provided by the Village, will be negotiated. The Village Board of Trustees has the ultimate authority to approve any proposal and to authorize execution of the negotiated contract.

The Village Board reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the deadline for the submission of proposals. All proposers or prospective proposers will be informed of said clarifications, corrections, or changes.

Section V: Submittal Procedures

A. Questions and Clarifications

All questions regarding this Request for Proposals should be directed in writing to Jan Springer, the Village's Superintendent of Recreation, at JSpringer@lwd.org. Questions will be accepted until 5:00 p.m. CST on Monday, December 5, 2012. All questions and responses will be compiled and submitted to all respondents electronically in one general response memorandum by December 7, 2012.

In order to enable the Village to equitably respond to requestor questions, the Village requests that prospective proposers register in advance with the Village via e-mail at JSpringer@lwd.org.

B. RFP Submittals

Please deliver one digital copy of the proposal via email to JSpringer@lwd.org.

Proposals must be received no later than 5:00 p.m. CST, December 14, 2012. Proposals will not be opened publically. Proposals submitted after closing time will not be opened. No oral, telephone, or facsimile proposals will be considered.

C. Standard Terms and Conditions

Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the contractors submitting proposals. Issuance of this RFP does not obligate the Village to pay any costs incurred by a respondent in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

A proposer may withdraw its proposal, either personally or by written request, at any time prior to the scheduled deadline for submittals. No proposal shall be withdrawn for 60 days after the date set for opening proposals. Proposals shall be subject to acceptance during this period.

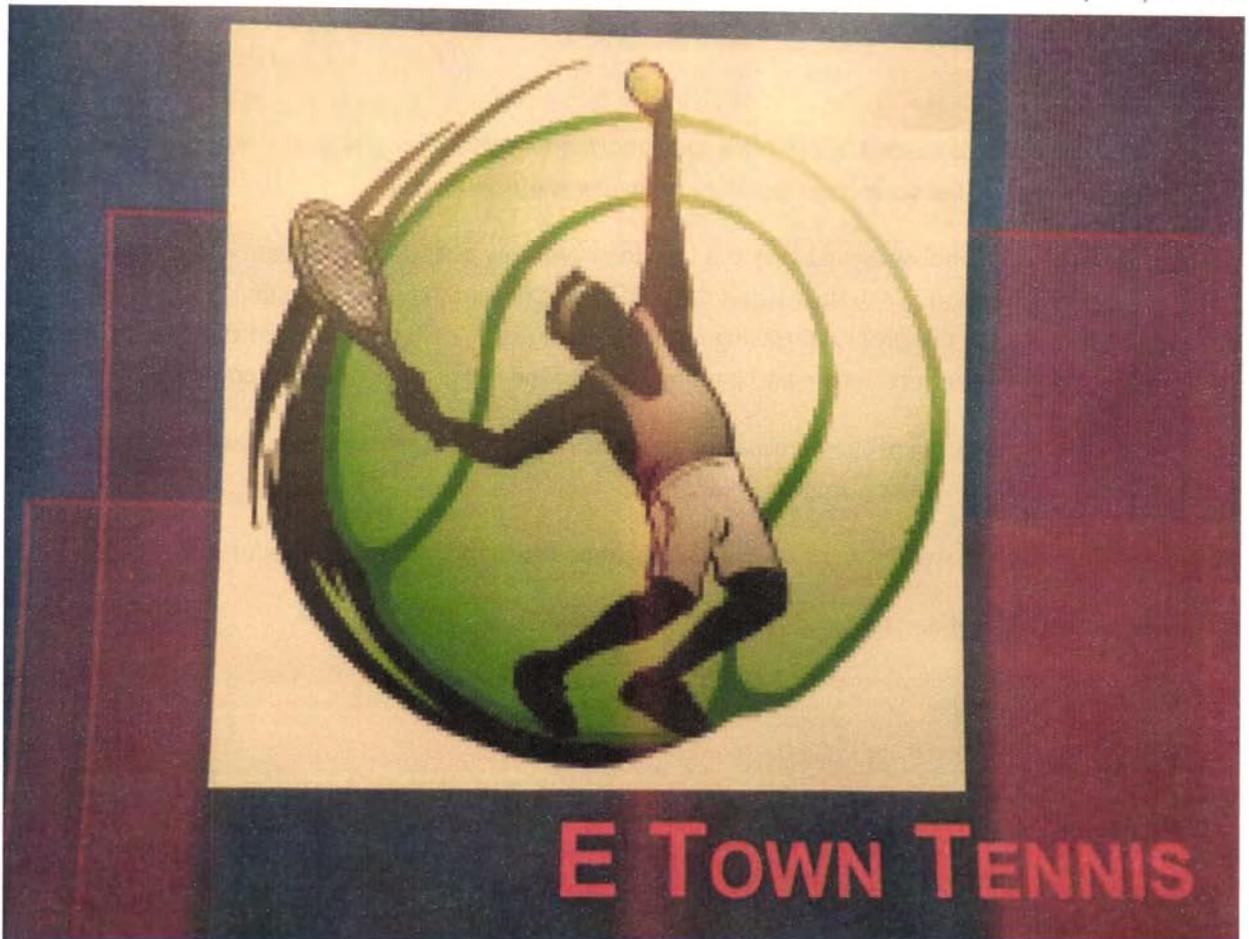
The Village reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Contractors should not rely upon, or anticipate, such waivers in submitting their proposal.

Section VI: Anticipated Project Timeline

- RFP Released November 26, 2012
- Questions Due December 5, 2012
- Issuance of Responses to Questions December 7, 2012
- **RFP Due Date** **December 14, 2012**
- Selection of Contractor – Recommended to Park Board January 8, 2013; Village Board January 15, 2013
- Approval of Professional Services Agreement January 15, 2013

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12/14/2012



E TOWN
TENNIS

LINCOLNWOOD TENNIS PROGRAM PROPOSAL

Jan Springer
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Dear Jan,

E Town Tennis wants to thank the Lincolnwood Park District council for giving us the opportunity to bid on the city's tennis program. For your consideration, following is our official bid.

I appreciate the time you've taken along the way to answer my questions. My team is excited about having a possible working relationship with you and the village. We feel we have a great service to provide and are all excited about growing the program. Having run other successful local programs for the past six years, we feel strongly we have the right structure and passion to meet the needs of your tennis community.

Our bid packet contains all of the information that you have requested. If there is any further information you need, please notify me at the numbers below.

E Town Tennis appreciates your consideration and hopes to work with you in the future.

Best wishes for this holiday season.

Sincerely,

Ken Herrmann

Owner
E Town Tennis
320 S. Butterfield Road
Libertyville, IL 60048



What is E Town Tennis?

E Town Tennis is a corporation run by Ken Herrmann since 2006, whose key personnel all have strong Evanston connections. E Town Tennis has been the current vendor for the Evanston and Morton Grove Park District Recreational tennis programs for the past six years. Through grass root efforts, we have been able to introduce tennis to all ranges and levels of the Evanston community including the new USTA Quick Start Program and newly organized USTA summer adult league play throughout the city's parks. Among E Town Tennis' head staff are two Evanston residents currently having major roles in the corporation. Robin Doan has served as the head administrator and teaching professional since 2010, and Judi Iacuzzi has been with the program since 2008 leading the children's USTA Quick Start Program. Our staff and vision are being directed by the following individuals (see resumes on the following pages):

Ken Herrmann (Libertyville)	Owner
Robin Doan (Evanston)	Head Administrator
Judi Iacuzzi (Evanston)	Quick Start Junior Head Professional
*Alan Soell (Skokie)	Adult Tennis Professional
*Brad Fuji (Skokie)	Adult Tennis Professional
James Yancuba (Evanston)	Tennis Professional

*Both Alan and Brad serve on the Board of Directors of the Evanston Tennis Association.

It is our goal and vision to educate, instruct and make tennis a lifetime sport for all residents of Evanston and surrounding areas. **Our primary focus is to offer a structured, balanced program by helping administrate and instruct the wonderful game of tennis.** We hope by achieving our vision, we can continue to build the tennis community with a fun sport the entire family can enjoy.

Ken Herrmann
320 S. Butterfield Road
Libertyville, Il. 60048

[REDACTED]
[REDACTED] 847-498-1360 (o)



E Town Tennis Staff

(Left to right) Ken Herrmann, Robin Doan, Judi Iacuzzi, Alan Soell, Brad Fuji, James Yancuba (kneeling)

Resumes

- Ken Herrmann
- Robin Doan
- Judi Iacuzzi
- Brad Fuji
- Alan Soell
- James Yancuba

KEN HERRMANN PROFESSIONAL EXPERIENCE

Herrmann Enterprises

Northbrook, Illinois

2000 – 2010

Founder & President

- Created an organization structure with a focus on “exceeding the needs of the competitive junior.”
- Designed a successful blueprint model using a six-level pyramid system that has placed over 55 players in collegiate programs.
- Work closely with families to access needs, goals, and develop individual training schedules.
- Continually review programming to offer the most contemporary training methods available.
- Maximized indoor revenue and expanded programming by contracting park district programming.
- Developed High-Performance Camp Series that offers the top coaching in the country to Midwest players.
- Responsible for all AP/AR accounts, daily deposits, and all continual aspects of business operations.
- Direct all human resource aspects of business including training, hiring, and employee review of a 15 member staff.
- Compose daily, weekly, and session lesson plans for all academy classes.

Herrmann Camps Inc.

Northbrook, Illinois

2004-Present

Founder & Director

- Developed a high intensity overnight camps that offers the premier instruction in the Midwest.
- Work with site and facility directors at Western Michigan University to handle all camp affairs.
- Responsible for supervision of all campers and all camp safety and liability issues.
- Managed all camp advertising campaigns, including advertising in national publications such as Tennis Magazine.
- Compose all lesson plans, evening activities, and camp guidelines.
- Hire and direct all professionals and trainers.

Glenbrook Racquet Club

Northbrook, Illinois

2001-Present

Managing Owner

- Supervised and managed a staff of 35 employees including all teaching professionals, administrative staff, and outside vendors.
- Responsible for operating the pro shop, facility, and all club programming.
- Market club through media, special events, website, and electronic advertising.
- Created club revenue structure with a focus on membership, lesson, and class rates and yield.
- Developed annual membership drive and open house events to create regional exposure.
- Handle all guest and customer issues to ensure customer satisfaction.

USTA Player Development

Key Biscayne, Florida

1995-2000

USTA Coach

- Direct involvement with the Boys' & Girls' National Team and Touring Professional Program at national and international events.
- Provided coaching during elite player National Development Camps.
- Represented the USTA as a member of their Player Development Staff at various events.
- Aided in administrative office tasks.
- Passed all tests of the Level I and Level II Sport Science Competency Program.
- Worked under the supervision of USTA National Coaching Directors Nick Saviano and Lynne Rolley.
- Coached and traveled extensively with top Americans such as Mike and Bob Bryan, Justin Gimblestob, Jan Michael Gambill, Mike Russell, Laura Granville, Alexandra Stevenson, and Annie Miller.

- North Carolina Junior Tennis Council Award 1991
 - San Antonio Pro of the Year 1987
 - Board Member- San Antonio Tennis Association
 - Board Member- San Antonio Cares
-

Playing Accomplishments

- Former Chicago, Western, and Nationally Ranked Junior Player
 - Member of the 1984 Champion Chicago Junior Davis Cup Team
 - Member of the Chicago National City Team
 - Varsity player, University of Texas
 - Achieved a Singles and Doubles Ranking on the ATP Tour
-

Education

- **Degree-** University of Texas, Business Management
 - **Certificate-** Incarnate Word College-Speech Communications
 - **Certification-** USPTR Certified Tennis Professional
-

References

Rodney Harmon

Former USTA Director of Men's Player Development



Dan Santorum

Executive Director, PTR International



Jean Mills

Director of Tennis, The Polo Club



Lynne Rolley

Former USTA Director of Women's Player Development Program



Ray Doehner

Evanston Parks Tennis Supervisor

RDoehner@cityofevanston.org

847.448.8680

Kevin Slobodecki

Morton Grove Parks Tennis Supervisor

Kslobodecki@mortongrovetennis.com

847.965-1200

Robin Doan



Tennis Resume:

Having lived in Evanston for the past 26 years I have spent the last 20 years participating and involving myself with the sport of tennis.

E Town Tennis

- Working with Ken Herrmann for 2 years: since 2011 as an administrative assistant and liaison to the recreation department at the city of Evanston
- Teaching group and individual tennis classes for both adults and children
- Instructing kids in the Quick Start 10 and under program during regular sessions and summer camp.

Membership in Evanston Community Tennis Association for 10 years

- Worked with 4th of July tennis committee for several years
- Participated and won several 4th of July Evanston tournaments

Participant in Quick Start 10 and Under Tennis Workshops

- River Trails Tennis Club with Butch Staples- Nov 2012
- Chandler-Newberger with Mike Haber – Spring 2010

Competitive Tennis Player, Traveling Teams for 15 years

- Shoreline Tennis
- Evanston Park District
- Edens Tennis Club
- Tam Tennis Club

4.0 Rated USTA Player and Captain

- Established and coordinated with E Town Tennis, 3 USTA teams this summer 2012 in Evanston- (Women 2.5, 3.0 & Men's 3.0)
- Created and co-captained a 4.0 team at Tam Tennis for 5 years

Judith lacuzzi



TENNIS RESUME

Quick-Start national training – October 2012

Quick-Start local training – September 2009

Teaching Q-S year-round for three years; many "repeaters" - 2009 - 2012

USTA member for 30 years

Member of national USTA senior 4.0 championship team – 1999

Member of national USTA super-senior 4.0 qualifying team – 2011

Member of ECTA for 30 years

Captain of A-1 Women's team for five years: 2008 – 2012

Member of A-1 Women's team for 25 years

Alan Soell



I have been involved with organized tennis for over 15 years, as a player, coach and advocate for the sport through my involvement in the Evanston Community Tennis Association. As a current ECTA board member and past president, I have been on a mission to sustain, develop, and promote tennis for all ages in the Evanston community.

I have worked with the Evanston Recreation Department on a voluntary basis by providing coaching, coordinating league, tournament, and other recreational tennis opportunities. I have volunteered to coach in the Tennis Everyone Programs that the Evanston Recreation Department sponsors at the end of the summer season, as well as several other 10 and Under Clinics and Community Tennis Workshops sponsored by the USTA.

I have been a tennis coach for Ken Hermann's various programs over the past three years.

Brad G. Fujii

TENNIS AND RELATED EXPERIENCE

Evanston Park District (E Town Tennis), Evanston, IL **2009 – Present**

Staff Instructor (2011 – present)

- Teach adult-level beginner, advanced beginner and intermediate level tennis classes.

Volunteer Instructor (2009 – 2011)

- "Free Tennis Fridays" volunteer to promote and develop the Evanston Park District tennis program.
- "Quick Start" volunteer for youths ten years-old and younger to learn tennis under new format.

USTA Men's Teams, TAM Tennis, Niles, IL **2009 – present**

- 3.5 men's team co-captain, 2011-2012

USTA Men's 3.0 Team, Northwestern, Evanston, IL **2011**

Palatine Pioneers Youth Rugby, Palatine, IL **2010**

Assistant Coach (volunteer)

- Assisted former teammate to launch middle-school age rugby team in Northwest Suburbs.

High Ridge Chargers Youth Football, Chicago, IL **1991 – 1994**

Offensive Coordinator (volunteer)

- Coached teams ranging in ages 8-13 years-old in Pop Warner League.
- Teams ascended to national level play and division playoffs over course of tenure.

CERTIFICATION, MEMBERSHIPS & EDUCATION

- **Professional Tennis Registry certified Associate Instructor – Adult Development**
- **USTA**
- **Evanston Community Tennis Association**
- **BA, Political Science, Loyola University, Chicago, IL**
Completed 44% of credits for MBA, Lake Forest Graduate School of Management, Lake Forest

James Yancuba

Tennis Resume

Objective:

I would like to help you improve your tennis skills. "Always have a game plan before you ever get to the court."

Work Experience:

2008 to present – Employed as a tennis instructor for the Evanston Park District Program under Ken Herrmann and E Town Tennis. I have volunteered many hours for the inner city youth programs for Evanston. I have been involved with running team drill and league play for both kids and adults.

Member of the varsity teams of both Evanston High School and Oakton College 2008 – present.

Education:

Evanston High School – Graduate 2008

Oakton College – 2012 to present

Qualifications and Experience of the Firm:

Please note the following programs for which Ken Herrmann (E Town Tennis) has served as the vendor:

Evanston Park District (2006 – current)

Ray Doerner 847-448-8682

Chandler Newberger Center

RDoerner@cityofevanston.org

Morton Grove Park District (2008 – current)

Kevin Slobodecki 847-965-1200

Morton Grove Center

6834 Dempster Street

KevinSlobodecki@mortongroveparks.com

Northbrook Park District (2004 – 2010)

Kelly Hedding 847-291-2369

Northbrook Park District Center

1810 Walters Ave.

KellyHedding@northbrookparks.com

Chicago District Tennis Association

Girls Super Excellence Program (2003 – 2007)

Mark Przepiorski 847-803-2382

2200 E. Devon Ave Des Plaines

cdta@msn.com

Chicago Indoor Tennis Association (1999 – 2010)

Ann Taylor [REDACTED]
[REDACTED]

Vendors listed above received the following services:

- Program management, staffing and administration
- Leadership for growing the programs
- League play for both adults and juniors
- School and minority programs
- Free demo days for the community

Certificate of Insurance:

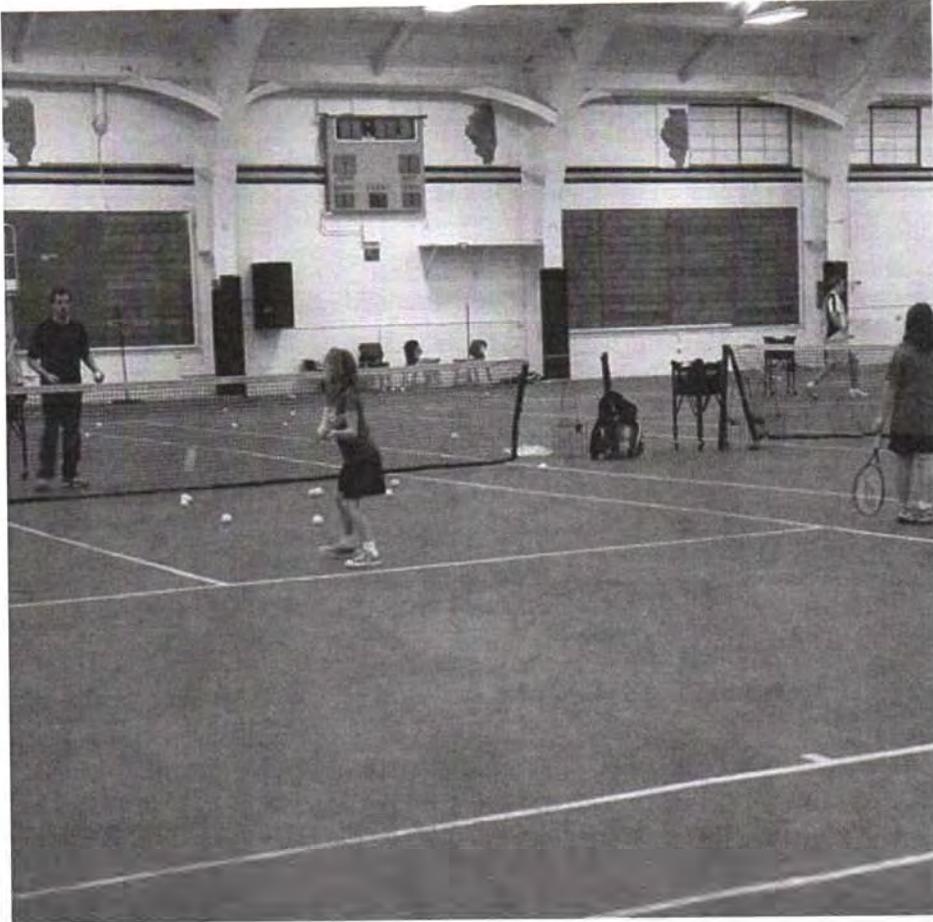
E Town Tennis is currently covered by The Hartford for all insurance requirements of the Evanston and Morton Grove Park District Tennis Programs.

We are happy to provide proof of a certificate of insurance naming the Village of Lincolnwood as an additional insured for \$1,000,000 per occurrence.

We also agree to provide a copy of our Sexual Harassment Policy and Child Endangerment Policies per your request along with copies of current State of Illinois background checks for all E Town employees.

E Town Tennis Insurance Agent:

William Buell Inc.
621 E. Park Avenue
Libertyville, IL. 60048



The Evanston High School field house - four indoor full-length courts

E Town Tennis holds indoor tennis classes at the Evanston High School field house located at 1600 Dodge Avenue in Evanston. The field house was remodeled last year and has a new court surface. There are four full-length courts inside the field house that can be set up in minutes, along with washroom facilities. The field house court time is rented through the city of Evanston, and our indoor season runs from November to April. Non residents of Evanston are allowed to participate in this program. Because finding an indoor facility five miles from the Village Hall of Lincolnwood is a challenge, E Town Tennis proposes the following two options for indoor court space. We welcome discussion on either as this process continues:

Option I: Continue to request indoor court space through school district 74 and 219 as the program currently does.

Option II: Allow Lincolnwood residents to play tennis at the Evanston field house. All registrations for Lincolnwood residents would be handled through the Lincolnwood Park District office and E Town would monitor class size and enrollment. The field house would provide a better, safe playing facility and it would be our hope that more classes would run as a result of greater exposure to the community. Lincolnwood Park District would still maintain a percentage of revenues from the indoor program because of their costs involved with promotional materials and registration fees.

Sample of Class Schedule (Fall Evanston Brochure)

Fall Outdoor Youth Tennis Classes

Youth gain a solid foundation to maximize tennis improvement and enjoyment. All youth classes are taught by top area tennis professionals. **Register by Wed., Sept. 5** for weekday classes and **Sept. 10** for weekend classes.

Instructors: E-Town Tennis **Location and Age Level:** Varies, see below

Fee, 1-hour classes: \$78 R/\$90 NR **Fee,** 90-minute classes: \$121 R/\$139 NR

Length: 6 sessions

Class # Dates Days Time Level Age Site

632743A2 Sept 10-Oct 15 M 4-5pm QuickStart 1 4-5 Leahy
632743B2 Sept 10-Oct 15 M 5-6pm QuickStart 2 6-7 Leahy
632743C2 Sept 11-Oct 16 Tu 4-5pm QuickStart 1 4-5 Crown
632743D2 Sept 11-Oct 16 Tu 5-6pm QuickStart 2 6-7 Crown
632743E2 Sept 12-Oct 17 W 4-5pm Beginner 7+ Leahy
632743F2 Sept 12-Oct 17 W 5-6pm Adv. Beg. 7+ Leahy
632743G2 Sept 13-Oct 18 Th 4-5pm Beginner 7+ Crown
632743H2 Sept 13-Oct 18 Th 5-6pm Adv. Beg.-Int. 1 7+ Crown
632743J2 Sept 15-Oct 20 Sa 9-10am QuickStart 1 4-5 James
632743K2 Sept 15-Oct 20 Sa 10-11am QuickStart 2 6-7 James
632743L2 Sept 15-Oct 20 Sa 11am-Noon Beginner 7+ James
632743M2 Sept 15-Oct 20 Sa 12-1:30pm Int. 1+ 7+ James
632743N2 Sept 16-Oct 21 Su 12-1pm QuickStart 1 4-5 Lovelace
632743P2 Sept 16-Oct 21 Su 1-2pm QuickStart 2 6-7 Lovelace
632743R2 Sept 16-Oct 21 Su 2-3pm Beginner 7+ Lovelace
632743S2 Sept 16-Oct 21 Su 3-4pm Adv. Beg.-Int. 1 7+ Lovelace

Fall Outdoor Adult Tennis Classes

These classes meet the needs of tennis players of all levels! Players develop a solid foundation, which speeds improvement and increases enjoyment of the sport. With the right balance of a variety of instruction, including stroke development, strategy, court positioning, shot selection, footwork, and supervised match play, all players benefit from and enjoy the program. We emphasize fun, fitness, and friendship. Register by **Wed., Sept. 5** for weekday classes and **Mon., Sept. 10** for weekend classes.

Instructors: E-Town Tennis **Location:** Varies, see below

Age Level: 15 yrs. & up **Fee:** \$121 R/\$139 NR **Length:** 6 weeks

Class # Dates Days Time Level Site

633701A2 Sept 10-Oct 15 M 6-7:30pm Beginner Leahy
633701B2 Sept 10-Oct 15 M 7-8:30pm Adv. Beg. Leahy
633701C2 Sept 10-Oct 15 M 7-8:30pm Int. 1-3 Leahy
633701D2 Sept 11-Oct 16 Tu 6-7:30pm Beginner Crown
633701E2 Sept 11-Oct 16 Tu 7:30-9pm Int. 2-3 Crown
633701F2 Sept 12-Oct 17 W 6-7:30pm Int. 3-4 Leahy
633701G2 Sept 12-Oct 17 W 7:30-9pm Adv. Beg. Leahy
633701H2 Sept 13-Oct 18 Th 6-7:30pm Int. 1-2 Crown
633701J2 Sept 13-Oct 18 Th 7:30-9pm Int. 4-Adv. Crown
633701K2 Sept 15-Oct 20 Sa 9-10:30am Beginner James
633701L2 Sept 15-Oct 20 Sa 10:30am-Noon Adv. Beg. James
633701M2 Sept 15-Oct 20 Sa Noon-1:30pm Int. 1-2 James
633701N2 Sept 16-Oct 21 Su Noon-1:30pm Beginner Lovelace
633701P2 Sept 16-Oct 21 Su 1:30-3pm Int. 1-2 Lovelace
633701Q2 Sept 16-Oct 21 Su 3-4:30pm Int. 3-4 Lovelace

Dates of Services: All dates are open for a year-round seasonal program.

It is our goal to continue the path of the current structure.

Past Success and Marketing

The E Town Tennis staff has a strong, successful reputation for growing park district tennis programs. Beyond the seasonal brochures the park district mails to residents, we employ email marketing and free “Grow the Game” demo days in the parks to grow participation.

Robin Doan is E Town’s full-time administrator of player services and is very prompt with helping all customers with their questions especially when classes are about to begin. Proper placement of students by skill level is key to a successful program – we ensure from the start that players are in the right classes. And we follow up on their progress along the way.

Last year, we introduced two new programs to the Evanston and Morton Grove Programs – both were strongly received by the communities. For juniors, we implemented the USTA Quick Start Program and had four staff members trained by the head director for Chicago to insure the quality of the program. Our Quick Start Program closely followed the USTA guidelines. We’ve included some letters of recommendation for this program along with another new program that was introduced to the adults – USTA Summer League Play in the parks!

This past summer, we saw our adult numbers grow in both communities with the help of team competition. The USTA runs an eight-week league and E Town added three new adult teams to the divisions -- one men’s 3.0 team, and two ladies’ teams (2.5 and a 3.0).

We had 24 players on these teams throughout the parks, creating a new, exciting team atmosphere. The community really bonded together and supported each other, even to the point of ordering team uniforms.

It would be one of our immediate goals to implement a certified USTA Quick Start junior program and USTA league play for the Lincolnwood adults throughout the parks.



Proposal and Fee Structure

E Town Tennis would welcome the opportunity to meet and review the current fee structure for services rendered. We know that there has to be a "win-win" relationship for both the park district and the vendor and want to be very consistent with the pricing and fee structure that has been in tact previously.

Letters of Recommendation

From: **michele Millan** [REDACTED]
Date: Mon, Nov 26, 2012 at 10:25 AM
Subject: E-Town Tennis
To: recreation@cityofevanston.org, [REDACTED]

When I started playing with E-Town tennis two years ago, I never imagined I would have the confidence or skill to play in a competitive league like the USTA summer league Ken Herrmann encouraged me to join. E-Town tennis provided the perfect environment for me to gain the necessary skills and confidence I needed to do just that.

I have participated in other tennis programs, but none have compared with the skilled guidance and enthusiastic drills that Ken and his team have offered. Ken Herrmann is a dedicated and skilled professional who consistently sets realistic goals and pushes players to be their best, while facilitating a fun social environment that meets the needs of a range of abilities. His coaches have demonstrated the same level of professionalism, which has allowed me to keep playing in Evanston without needing to look outside of Evanston for high quality, affordable tennis instruction. This is a program I am proud to recommend to friends and family as an example of something Evanston is doing right!

Sincerely,
Michele Millan
Evanston Resident

Recommendation for Ken Herrmann's tennis program

From: Debbie Berlin [REDACTED]
To: [REDACTED] "recreation@cityofevanston.org"
<recreation@cityofevanston.org>

Hello! I understand that you're in the process of getting a new contract for E-town tennis. I just wanted to share my positive experiences with you as you move forward with the next contract. I had almost no experience with tennis when I started taking lessons through the park district several years ago. I have appreciated gaining skills through this program. The variety of class levels and times has allowed me to progress through the program to the point where I even started playing competitively this summer. I appreciate Ken's enthusiasm in particular. As a teacher myself, I recognize the forethought he puts into planning the lessons and value how he makes players of all levels feel both at ease and appropriately challenged. I look forward to continuing to grow through this program!

Many thanks,

Deborah Berlin
[REDACTED]

From: [REDACTED]
To: recreation@cityofevanston.org, [REDACTED]
Cc: [REDACTED]
Sent: Friday, November 23, 2012 4:43:16 PM
Subject: Excellent opportunities with Evanston Rec Tennis Program

To Whom It May Concern:

I know Ray Doerner is on leave or I would address this program appreciation to him. Ken Herrmann has led the Evanston Recreation Department tennis program for the last several years. He has really built enthusiasm and camaraderie for tennis among the residents.

Here is how Ken strengthened the Evanston Recreation tennis program:

- For the first time, we were able to participate in the USTA leagues among some North Shore clubs. He organized our membership and encouraged us to participate while helping us prepare and build our skills. Although we didn't win the region, we all had great fun even if many of us are only intermediate, recreational players. All of us plan to try again next year, while building our skills with the Evanston Recreation tennis classes.
- E-Town Tennis provides dedicated, kind coaches: Alan, James, Robin, Ashley, and, of course, Ken. They represent diversity in gender, age, and race, and are all encouraging and skilled. They provide rapid activities to improve our skills and encourage good sportsmanship. Robin and Ken have provided a bunch of us with group private lessons in addition to their regular class schedules.
- Although I have no children in the programs, I see the patience and encouragement the coaches give to the young children who seem to love the classes. Amazing how much they improve!
- Ken also organizes round robin holiday events when classes do not meet due to the holidays. His coaches set up nets and instruct us in cardio pre-match activities, followed by mixed team play. It is great fun! We had 7 players Thanksgiving morning and may have many more on Sunday. We all willingly paid our \$30 fee, knowing the extra coaching and play is valuable and fun.

I believe the E-Town tennis contract is due soon. I want to vouch for the excellence of the program and recommend extending the contract again.

Thank you,

Gayle L. Anderson



E-town recommendation!

From: Paula McKernan

To: ken tennis pro [REDACTED]

To Ray Dorner, Evanston Rec Dept, and Board,
My experiences with Ken Herrmann and tennis in Evanston have been so wonderful, I wanted to share them. I had begun playing tennis again with a friend at the local courts and realized how much I had missed the game. She mentioned taking classes through the Evanston Rec Dept and how wonderful they were. Nice people, great staff, solid instruction and so accessible right in our community.

Next she told me about the Evanston USTA League Ken was putting together. Even though I had never played competitive tennis, I joined up this past summer and played. Ken was so thoughtful in preparing us, by setting up drills to teach us special scoring and doubles strategy (totally new to me). We enjoyed his coaching so much, that 6 Evanston women recruited him to coach us one morning/week. His lessons had a solid pace and was surprisingly individualized for a group lesson. Ken integrated all our requests and improved our doubles strategy, while creating a lasting bond for our group. I was exhausted and exhilarated after each lesson! and he really challenged me to step up my game.

We 6 Evanston residents have all progressed so much from his coaching!! The USTA League was a good experience, and when we wanted to continue private group lessons this Fall, Ken helped us find an Evanston coach, Robyn, to continue with us. Robyn worked with Ray to get us set up for a convenient time and court. They were both so flexible and helpful! and Robyn was also a great coach who left me nuggets of wisdom that I used just yesterday.

Ken is really a team player. He has brought the Evanston community together with his welcoming of new players, intuitive instruction, and scheduling of convenient classes. He even keeps us all in the loop for special holiday drills/tournaments which really was a lovely way to end the Thanksgiving Holiday. His style is so supportive, and has led to the best kind of competitive tennis! All of his players are truly good sports, really into the game, and a pleasure to play with or against. This is rare (as I played on other sports teams in Chicago) and I really believe is due to the warm and fun tone Ken sets.

Thanks to Ken, I have 4 new Evanston tennis buddies, and we have been playing 2x/week since June! We love the outdoor Evanston courts (are still playing while the weather holds), and only wish that there were an indoor space for us in town. I have also begun to bump into players all over town! As well as the increased endurance I feel, my tennis playing has really risen to the next level.

Please keep Evanston playing tennis with Ken and E-Town Tennis!

Thank you for your consideration.

Sincerely,

Paula McKernan

Evanston Quick Start Tennis Recommendation

To Whom it May Concern,

Our son has been participation in the Quick Start tennis program for the last two+ years. He has participated in fall, indoor winter, spring and summer tennis programs and has enjoyed it. I have been impressed with the structure and amount of activities that the children participate in each session. What started as looking for something to do in the fall outside to exercise and enjoy the weather became an enjoyable activity that offered lots of exercise, socialization and learning.

My mom has watched the classes when she visits and I will never forget her comment that all the children were listening, paying attention, doing what they were supposed to (which at ages 4 and 5 doesn't always happen) and oh by the way, learning some tennis skills as well. The kids behave and act very appropriate which is important to me.

Our son has enjoyed the classes. If he is stuck on a skill or not confident the instructors always help. The skills are explained in an easy manner and the kids enjoy the tennis related games. He enjoys taking us to the park and teaching us what he has learned or having us chase down run-away tennis balls.

We have taken breaks, esp. with the beginning of kindergarten, but look forward to going back for more classes. It is a really great program.

If you have any questions, please feel free to contact me at [REDACTED] or [REDACTED]

Sincerely,

Chava Wu

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 13

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Zoning Board of Appeals to Deny a Height Variation for a Proposed Fence Located at 6546 North Sauganash Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Zubeda Moten, property owner of 6546 North Sauganash Avenue, requests a variation to permit a fence to exceed the maximum fence height in a corner side yard. Mr. Moten seeks approval to install a six foot board-on-board fence to the side of the home on the corner lot. The Zoning Ordinance restricts fences in corner lots to a maximum of four feet in height. The subject property is located at the southwest intersection of Sauganash and LeMai Avenues.

The property owner had installed the fence without the required building permits. The Village issued a citation for work without a permit and as part of that process it was determined that the subject fence exceeded the maximum allowable fence height. As a result of this determination, the property owner filed for a variation to seek approval of a fence height variation.

Since adoption of the 2008 Zoning Ordinance, the Village has considered two requests for a residential fence variation. The most relevant request was for a five foot board-on-board fence in a corner side yard at 6402 North Kolmar Avenue. The Village considered this request in October 2012. The requested variation was granted based on unique property conditions: 1) the property has frontage on a busy non-residential street (Devon Avenue); and, 2) the property is in close proximity to a traffic signal light (west at Kenton Avenue) in which drivers may view directly into the property when stopped for the light. For these reasons the Village Board concluded that a five foot fence is appropriate at this location to enhance privacy. The second requested fence variation since 2008 was to permit a solid fence to the rear of a home and did not include a request for relief from the height requirements.

Public Hearing

The Zoning Board of Appeals (ZBA) considered this request on January 16, 2013. The ZBA deliberated the appropriateness of the proposed fence height. Mr. Moten stated that the fence height variation wouldn't impact any neighbor and that a fence at four feet in height would be inadequate to withstand weather conditions. Mr. Moten added that the requested fence height is necessary to provide screening and privacy from the park across Sauganash Avenue.

The ZBA discussed the fence regulations for all properties in the Village, including corner lots. The ZBA stated that the creation of the current fence regulations was developed with corner lots in mind. The ZBA also discussed the fence installation occurring without the required building permit. Several members indicated that it is not appropriate for property owners to do work without required permits and then after the fact request forgiveness from the Village. The ZBA received a petition from Michael J. Lowery, on behalf of five nearby property owners objecting to the requested fence height variation.

Ivo Cozini, 6566 Sauganash Avenue, testified at the hearing and stated that the patio area which the property owner wishes to enclose has been used for vehicle parking in the past. Mr. Cozini questioned the intent of the six foot tall fence as well as the overall appearance of the property if the fence variation is approved. Mr. Cozini indicated that a six foot tall fence was not aesthetically pleasing at this location and encouraged the ZBA to deny the application. Except for the testimony of Mr. Cozini, no other public testimony was received at the hearing.

Zoning Board of Appeals Recommendation

In its deliberations, the ZBA found that the petitioner did not sufficiently demonstrate a hardship to justify the height variation requested. The ZBA unanimously voted (5-0) to recommend that the requested variation be denied. The ZBA indicated that the variation is not consistent with the stated intent and purpose of the Zoning Ordinance.

The recommended motion indicated below is based on the action of the ZBA. Notwithstanding this recommendation, Mr. Moten seeks Village Board consideration of the requested height variation.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. January 16, 2013 ZBA Minutes (Draft)
2. ZBA Report of January 16, 2013 (Excerpt)
3. Staff Report to ZBA
4. Variation Application
5. Plat of Survey/Site Plan/Applicant Submitted Photographs
6. Letter of Objection from Attorney Michael J. Lowery

RECOMMENDED MOTION:

Move to concur with the recommendation of the Zoning Board of Appeals to deny a request for a variation from the fence height requirement for a fence in the corner side yard at the property commonly known as 6546 North Saugansah Avenue.

DRAFT

MINUTES OF JANUARY 16, 2013
MEETING OF THE LINCOLNWOOD
ZONING BOARD OF APPEALS (ZBA)

The regular meeting of the Zoning Board of Appeals was called to order on January 16, 2013 at 7:00 p.m. In attendance were Mary Couzin, Paul Grant, Christopher Nickell, Herbert Theisen and S.J. Malkin.

Also present: Community Development Manager/Zoning Officer Aaron Cook

Zoning Officer Aaron Cook stated that the minutes of the ZBA meeting on December 19, 2012 were not submitted for approval since the order affirming the Zoning Officer's determination with regard to the appeal of Platform I-Shore, LLC was not yet prepared as the Village attorney was awaiting the transcript of the hearing. Accordingly, those minutes will be considered at the next meeting of ZBA.

In view of the fact, as indicated above, that the order in connection with the December 19, 2012 hearing regarding the appeal of Platform I-Shore, LLC was not yet prepared, by a vote of 5 to 0 the consideration of that order was continued to a future ZBA meeting to be designated by the Village staff.

A public hearing was then held on the petition of Zubeda Moten for variation from Article III, Section 3.13(11)h of the Zoning Code to permit construction of a six-foot high board-on-board fence on the property at 6546 N. Sauganash Avenue. After discussion, by a vote of 5 to 0, ZBA recommended that the requested variation be denied.

(For details, see report filed by Chairman Malkin)

A public hearing was then held on the petition of John Kosich of Debb Kosich LLC for variations pertaining to landscaping, parking and other matters in connection with the property at 6540 N. Lincoln Avenue. After discussion with respect to each of the requested variations, by a vote of 5 to 0 as to each recommendation, ZBA recommended that requested variations nos. 1 thru 6 be granted; provided, however, that with regard to variation no. 6 (additional wall sign), the additional wall sign comply in all other respects with the requirements of the Zoning Code pertaining to wall signs.

(For details, see report filed by Chairman Malkin)

Chairman Malkin then announced that the next meeting of ZBA will be held on February 20, 2013.

There being no further business, on motion duly made and seconded, by unanimous consent the meeting was adjourned.

Sherwin J. Malkin, Chairman

Report of the Zoning Board of Appeals (ZBA) to the Village Board

Date of ZBA meeting: January 16, 2013

ZBA members present: Mary Couzin, Paul Grant, Christopher Nickell, Herbert Theisen and S.J. Malkin

Also present: Development Manager/Zoning Officer Aaron Cook

Petition of Zubeda Moten for variation from Article III, Section 3.13(11)h of the Zoning Code to permit construction of a six-foot high board-on-board fence on the property at 6546 N. Sauganash Avenue

Zubeda Moten appeared on his own behalf.

Nature of the Petition

Petitioner seeks approval for a six-foot high board-on-board fence which he erected, without a permit, on his corner lot facing Sauganash Avenue. After receiving a citation, Petitioner belatedly applied for the variation requested herein. The fence runs along the side of the patio adjacent to the front of the garage and would have a swinging gate. Zoning Officer Aaron Cook pointed out that the swinging gate would not make any difference in characterizing the structure as a fence within the meaning of the Zoning Code.

Issue Presented for Review

Section 3.13(11)h of the Zoning Ordinance limits fences on corner side yard lots to four feet in height. The issue is whether Petitioner has demonstrated a sufficient hardship to justify construction of the 6-foot fence in lieu of 4-foot fence permitted by the Zoning Code.

Conclusion and Recommendation of ZBA

(Note: Attorney Michael J. Lowery sent a letter to the Zoning Officer on behalf of ten neighbors of the Petitioner which objected to the requested variation. One of the neighbors who signed the letter, Ivo Cozini, appeared in person to emphasize his objection to the 6-foot fence on the ground that it would adversely affect the neighborhood and would be a clear violation of the Zoning Code.)

Petitioner testified that he needs the 6-foot fence in order to provide adequate privacy, since there is a park located across the street from his residence, and also to prevent rodents from crossing onto his property. Chairman Malkin noted that in September 2012, ZBA recommended a variation for a 5-foot fence on the property at 6402 N. Kolmar, which recommendation was approved by the Village Board. However, the fence in that case was facing Devon Avenue and was near a stoplight where traffic frequently backed up in front of the Petitioner's property, thereby creating a serious privacy problem. Such a condition does not exist in connection with

the present petition, since the property is located on an inside residential street and does not pose any substantial privacy problem. It was unanimously agreed by the ZBA members that the reasons given in this case for the requested variation were not sufficient to establish a hardship so as to justify the variation. Accordingly, by a vote of 5 to 0, ZBA recommends that the requested variation for the 6-foot fence be denied.

Petition of John Kosich of Debb Kosich LLC for variations pertaining to landscaping, parking and other matters in connection with the property at 6540 N. Lincoln Avenue

Larry Debb and John Kosich appeared on behalf of Petitioner.

Nature of the Petition

Petitioner is purchasing the property in question and seeks several variations in connection with the redevelopment of the 18,000 square foot building on the property for use as a medical office by Illinois Bone and Joint LLC and another medical service provider. Specifically, Petitioner seeks variations: 1) from Article VI, Section 6.14(1) to permit less than the required minimum perimeter landscape width and minimum screening; 2) from Article VI, Section 6.14(2) to permit the off-street parking area to not have the required minimum interior landscaping; 3) from Article VI, Section 6.15 to permit less than the required minimum landscape requirement for foundation plantings; 4) from Article VII, Section 7.06(5) to permit parking in the front and corner side yard; 5) from Article VI, Section 6.03(2)b and Table 6.03.01 to permit less than the required distance between a driveway and a street intersection; 6) from Article XI, Section 11.04(2)i to exceed the maximum number of wall signs on a corner lot; and 7) from Article VI, Section 6.03(3)c to permit the trash enclosure to not be fully screened on three sides.

Issue Presented for Review

The issue is whether Petitioner has demonstrated a sufficient hardship to justify the requested variations.

Conclusions and Recommendations of ZBA

Variation requests nos. 1 thru 3 all pertain to sections of the Zoning Code relating to landscaping requirements. It was pointed out by both Zoning Officer Aaron Cook and Petitioner's representative, Larry Debb, that those requested variations are necessary in order to permit the minimum off-street parking spaces required by the Zoning Code. Both Aaron Cook and Mr. Debb stated that in order to meet the landscaping requirements of the Zoning Code, a substantial number of parking spaces would be eliminated or curtailed, which would not be in the best interests of the tenants on the property, their patients, or the Village. Aaron Cook commented that Petitioner made a fair and reasonable attempt to fully comply with the Zoning Code, and that, viewed as a comprehensive plan, the proposed remodeling, landscaping and parking arrangements would allow for the most practicable usage of the property while at the same time creating an attractive appearance and a definite improvement to the entire property.

With regard to variation request no. 4, it was again pointed out that if the areas at the front and

side of the building could not be used for parking, it would not only make it impossible to provide the minimum number of off-street parking spaces required by the Zoning Code, but would make it considerably more inconvenient for patients of the tenants to enter the building through the front entrance. Chairman Malkin also noted that the strip mall properties south of the subject property had off-street parking at the front of the buildings, so that permitting such parking in the instant case would be entirely consistent.

With regard to variation request no. 5, both Aaron Cook and Mr. Debb pointed out that the existing driveway off of Lincoln Avenue on the north side of the property is 2 to 6 feet closer (depending on from what point it is measured) to the street intersection than the 30-foot distance required by the Zoning Code, but that eliminating that driveway (which would allow entry only to the property) would adversely impact the flow of traffic on the property and hinder the use of the off-street parking spaces.

As to requested variation no. 6, Section 11.04(2)i permits only one wall sign per street frontage. It was stated that the additional sign on the façade along Lincoln Avenue (i.e. in addition to the wall sign of one of the principal tenants, Illinois Bone and Joint Institute, LLC) would be necessary in order to identify the other principal tenant (also a medical provider) which is expected to occupy the building. Chairman Malkin noted that ZBA has (with Village Board concurrence) consistently recommended approval of additional wall signs in order to identify principal products or services provided on a premises. The primary concern expressed by Zoning Officer Cook was that the additional sign comply in all other respects with the requirements of the Zoning Code.

Finally, with regard to requested variation no. 7, Petitioner's representative presented a proposed trash enclosure plan which is intended to be implemented and which would comply with the applicable requirement of the Zoning Code. Zoning Officer Cook concurred that the proposed plan would be in compliance with the Zoning Code, thereby obviating the need for a variation. Thereupon, in view of that proposed plan, Petitioner's representative stated that he is withdrawing the requested variation pertaining to the trash enclosure.

Accordingly, after discussion with respect to each of the requested variations, by a vote of 5 to 0 as to each recommendation, ZBA recommends that requested variations nos. 1 thru 6 be granted; provided, however, that with regard to variation no. 6 (additional wall sign), the additional wall sign shall comply in all other respects with the requirements of the Zoning Code pertaining to wall signs.

S.J. Malkin, Chairman



Staff Report

Zoning Board of Appeals

January 16, 2013

Subject Property:
6546 North Sauganash Avenue

Zoning District: R1 Residential

Petitioner: Zubeda Moten - Property Owner

Requested Action: Variation sought to Article III, Section 3.13(11)h of the Zoning Code to permit a new fence to exceed the maximum permitted height.



Nature of Request: The property owner is seeking a variation in order to install a fence at the corner lot with an existing single-family home. The requested variation to permit the semi-private fence to exceed the maximum height for fence in the corner side yard.

Notification: Notice in Lincolnwood Review dated January 3, 2013, Public Hearing Sign Installed at 6546 North Sauganash Avenue, and Mailed Legal Notices Dated January 2, 2013 to Properties within 250 Feet.

Summary of Request

The property owner seeks approval of a new fence at the property commonly known as 6546 North Sauganash Avenue. The property owner installed the fence he now seeks approval for without a permit. As a result, the property owner received a citation for the illegal fence. In response, the property owner now seeks Village approval for the desired fence. The proposed fence is a six foot tall board-on-board design. The Zoning Ordinance permits board-on-board fences in corner side yards at a maximum height of four feet.

Related Village Action

Since 2009 the Village has considered two residential fence variations. The most similar request was in October 2012 for a five foot board-on-board fence in a corner side yard at 6402 North Kolmar Avenue. In granting the variation the Village Board upon recommendation by the ZBA cited frontage on Devon Avenue and the proximity of the property to a traffic light as unique property conditions that merit relief from the Zoning Ordinance. The other fence request was to permit a solid fence in the rear yard and is not comparable to the request at 6546 North Sauganash Avenue.

Staff has received two phone calls from property owners in the area regarding the requested variation. Staff would categorize the phone calls as one in favor and one opposed to the requested variation. Staff has also received a letter of opposition from attorney Michael J. Lowery on behalf of five neighboring property owners.

Conclusion

The property owner is seeking a variation in order to allow a fence to exceed the maximum fence height requirement for a corner lot. The Zoning Ordinance permits the proposed location and style of fence at corner lots.

Documents Attached

1. Residential Zoning Variation Application
2. Plat of Survey w/ Proposed Fence Photographs
3. Letter of Objection from Attorney Michael J. Lowery

201 (2/21/17)



VILLAGE OF LINCOLNWOOD
Community Development Department

Public Hearing Application
Variations

[Empty box for address]

Property Address: Zubeda Moten

Permanent Real Estate Index Number(s): 33-425-039-0000

Zoning District Res-1 Lot Area: _____

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.
Single Family House

Are there existing development restrictions affecting the property? Yes No
(Examples: previous variations, conditions, easements, covenants)

If yes, describe: _____
[Empty box]

- Variation - Residential
- Variation - Non-Residential
- Variation - Off-Street Parking
- Variation - Design Standards
- Variation - Signs/Special Signs
- Minor Variation
- Other

[Empty box]

Describe the Request and Project: LOOKING FOR ZENITH VARIANCE FOR FENCE INSTEAD OF 4ft MIGHT WE WOULD LIKE IT 6ft HIGH

[Empty box]

Property Owner(s):

Name: (List all beneficiaries if Trust): Zubeda Moten

Address: 6546 N Sauganash

Telephone: (847) 875-7464 Fax: (____) E-mail Address: _____

Petitioner (if different from owner):

Name: _____ Relationship to Property: _____

Address: _____

Telephone: (____) Fax: (____) E-mail Address: _____

Check all documents that are attached:

- Plat of Survey X
- Site Plan X
- Proof of Ownership f
- Floor Plans o
- Elevations e
- Applicable Zoning Worksheet e
- Photos of the property o
- PDF files of all drawings _____

For Office Use Only

Fee: _____ Deposit: _____

Date Received: _____

Checked By: _____

The article(s), section(s) and paragraph(s) of the Village of Lincolnwood Zoning Ordinance from which the Action is being sought:

**The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.*

The Village requires reimbursement of certain out-of-pocket costs incurred by the Village in connection with applications for zoning approvals and relief. These costs include, but are not limited to, mailing costs, attorney and engineer costs, and other out-of-pocket costs incurred by the Village in connection with this application. In accordance with Section 5.02 of the Village of Lincolnwood Zoning Ordinance, both the petitioner and the property owner shall be jointly and severally liable for the payment of such out-of-pocket costs. Out-of-pocket costs incurred shall be first applied against any hearing deposit held by the Village, with any additional sums incurred, to be billed at the conclusion of the hearing process.

Invoices in connection with this application shall be directed to:

Name: Zubeda Moten

Address: 6546 N Saranah

City, State: Lincolnwood IL 60466

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

PROPERTY OWNER

PETITIONER (If different than property owner)

Zubeda Moten 1-10-12

Signature Date

Signature Date

Zubeda Moten

PRINT NAME

PRINT NAME



VILLAGE OF LINCOLNWOOD
COMMUNITY DEVELOPMENT DEPARTMENT

To be approved, each variation request must meet certain specific standards. These eight standards are listed below. After each listed standard, explain how your variation request satisfies the listed standard. Use additional paper if necessary.

1. The requested variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.

Yes it's a fence for privacy and keeping
people out!

2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.

Yes. A four foot fence gives us no privacy
on our porch and allows rodents such as
raccoon possums and skunks to cross!

3. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same Zoning District.

No it will make no effects on anyone!

4. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.

No - It is a wood fence about 16 feet wide
six feet high!

[Empty rectangular box]

5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

NO PROPERTY NOT FOR SALE

6. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

NO If will not affect any one

7. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.

Yes only If of Fence

8. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

NO If will not block anyone

For all Sign Variation and/or Special Sign requests the Applicant shall also complete Questions 9-12.

9. The proposed variation is consistent with the statement of purpose set forth in Section 11.01 of the Zoning Ordinance.

10. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance.

NO SIGNS INVOLVED

11. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any.

NO SIGN

12. The proposed sign conforms with the design and appearance of nearby structures and signs.

NO SIGNS INVOLVED

Plat of Survey

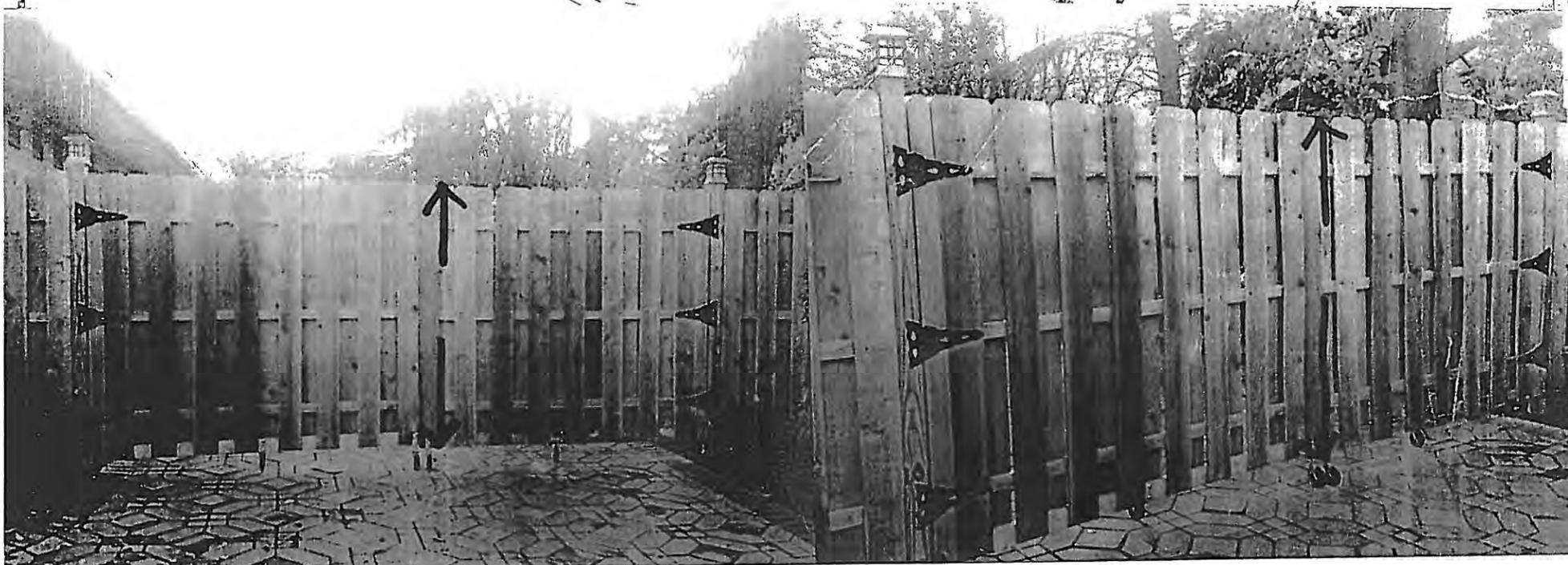
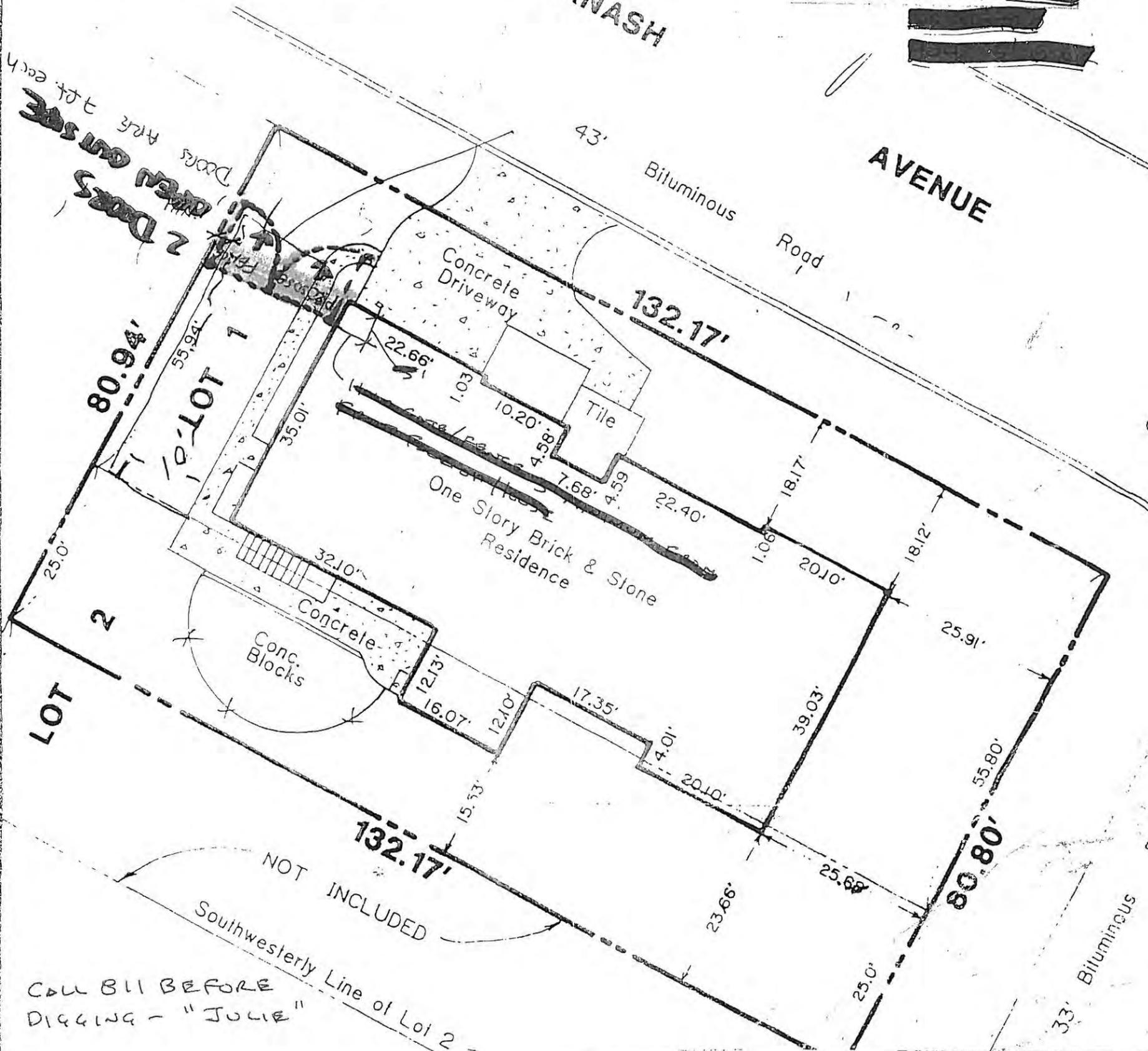
NOTE:

THIS IS NOT A CURRENT SURVEY AND MAY NOT REFLECT THE PRESENT CONDITIONS OF THE PROPERTY.



SAUGANASH

AVENUE



RECEIVED

JAN 11 2013

**LINCOLNWOOD
COMMUNITY DEVELOPMENT**

MICHAEL J. LOWERY
ATTORNEY AT LAW
177 N STATE ST., THIRD FLOOR
CHICAGO, IL. 60601
312 346 4444
FAX 312 346 4455

January 10, 2013

Village of Lincolnwood
Community Development Dept
Zoning Officer Aaron N. Cook
6900 North Lincoln
Lincolnwood, IL 60714

RE: 6546 North Saugaunash

Dear Mr. Cook:

I have been retained by some of the notified property owners because their properties are in close proximity to: Zubeda Moten located at 6546 North Saugaunash.

My client's are strongly opposed to the request of the six foot fence addition in variance of section 3.13 (11h), which is being considered. It is our opinion that besides the height, and the lack of openness, that no unique condition is present on the property that merits that the rules and conditions be waived.

Subject to information and belief the Village has cited the property owner repeatedly regarding the parking of personal vehicles and commercial vehicles on the patio area behind which this fence is to be erected, and also for continuously driving those vehicles across the lawn/public right of way.

RECEIVED

JAN 11 2013

**LINCOLNWOOD
COMMUNITY DEVELOPMENT**

The clients I represent regarding the aforementioned objection to the variation are listed below and whose signatures are attached to this letter:

Ivo and Denise Cozini
Gary and Shawn Brown
Phil and Karen Stefani
Richard and Lani Gershan
John and Barbara Molloy

Very Truly Yours,



Michael J. Lowery

RECEIVED

JAN 11 2013

LINCOLNWOOD
COMMUNITY DEVELOPMENT

MICHAEL J. LOWERY
ATTORNEY AT LAW
177 N STATE ST., THIRD FLOOR
CHICAGO, IL. 60601
312 346 4444
FAX 312 346 4455

January 10, 2013

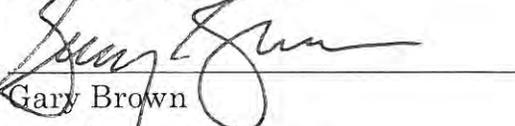
The undersigned object to the variation to section 3.13(llh) sought at 6546
North Sauganash


Ivo Cozini

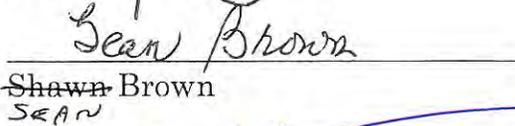
6566 Sauganash Ave.
ADDRESS


Denise Cozini

" "


Gary Brown

6600 N. LeMai


~~Shawn~~ Shawn Brown
SEAN

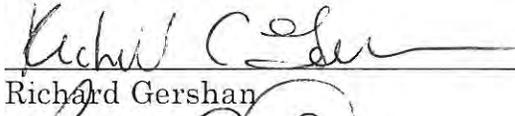
6600 N. Le Mai


Phil Stefani

6555 N. Le Mai


Karen Stefani

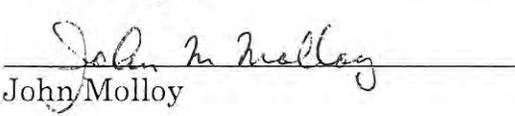
" "


Richard Gershan

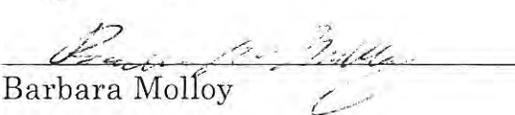
6553 N. Le Mai


Lani Gershan

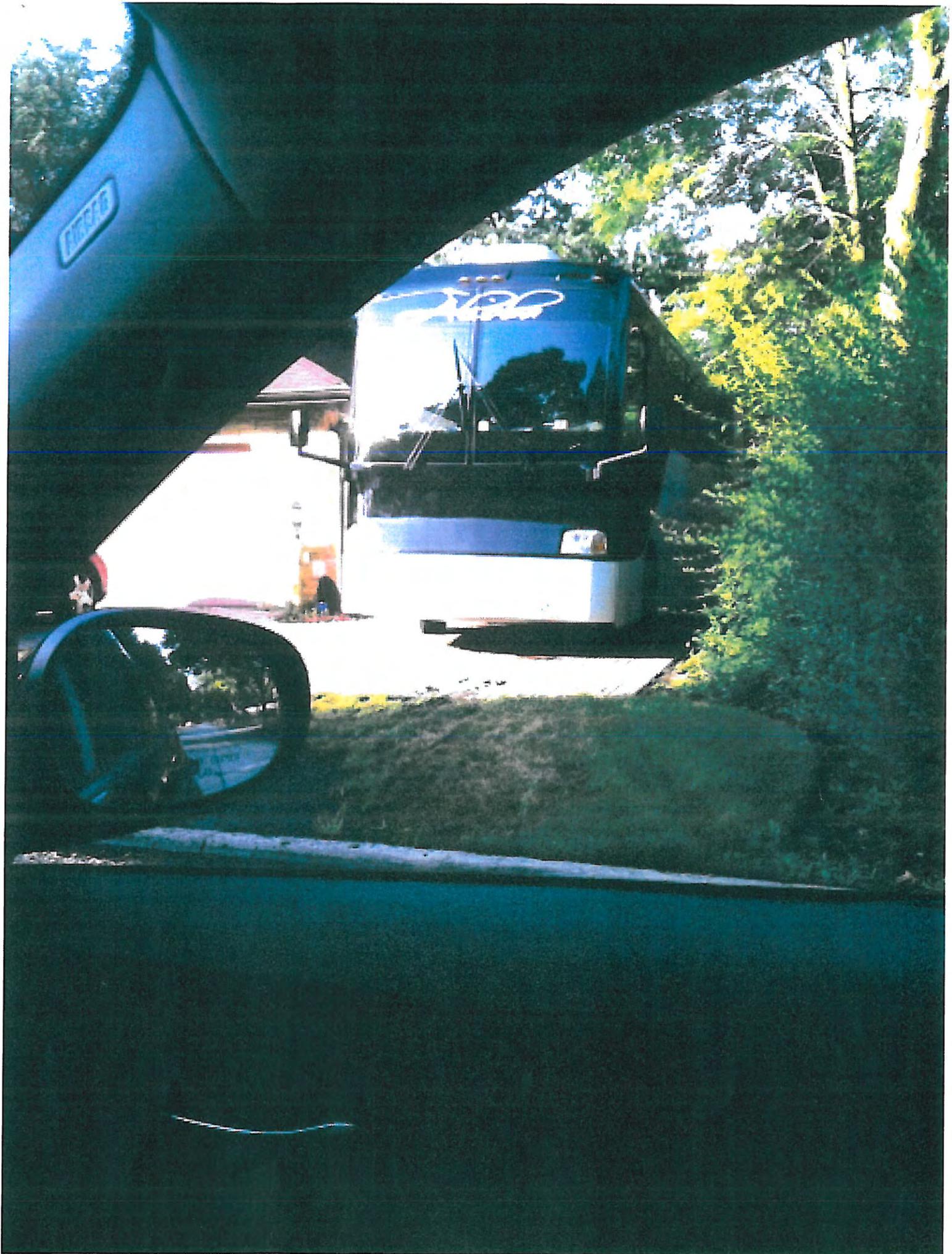
" "


John Molloy

6546 N Jersey


Barbara Molloy

" "





N Navajo Ave

N Sausalito Ave

LARGE LIMO

N Sausalito Ave

N Le

N Le Mar Ave

Request For Board Action

REFERRED TO BOARD: February 5, 2013

AGENDA ITEM NO: 14

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Economic Development Commission to Refer to the Plan Commission for Public Hearing, a Proposed Zoning Code Text and Map Amendment, Which Would Establish a Retail Overlay Zone in a Portion of the MB Zoning District Adjacent to Touhy Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In considering both the previous retail analysis performed for the Lincolnwood Business Park and with pending development of a Wal-Mart store in Skokie at Touhy and Lawndale, on July 25, 2012, the Economic Development Commission determined that a retail overlay zone in a portion of the Light Manufacturing-Business Zoning District (MB) would be appropriate. As conceived, the purpose of such an overlay zone would be to allow, as added alternative uses to the existing manufacturing zoning, retail in a specified portion of the MB District (see attached map). As a guide for development of this overlay zone, the Commission recommends utilizing the Village's B2 use regulations as a template.

This recommendation was considered by the Village Board at its October 16, 2012 Committee of the Whole (COTW) meeting. The outcome of this discussion was general support for the Commission proposal, but a direction to the Commission to first convene a meeting with stakeholders of the proposed affected areas, to solicit feedback.

This meeting with area businesses and property owners was held by the Economic Development Commission on December 19, 2012. Approximately 18 persons representing area business and property owners attended this meeting. At this meeting much clarification by attendees was sought, especially concerning what initiated the Commission proposal and whether the overlay proposal would impact current business operations or otherwise restrict manufacturing operations in the area. Some attendees expressed concern that the proposal would make it difficult for them to expand their business. The Commission clarified that existing businesses in this area were important and the Village has no interest in having any leave the community. Since this meeting, some businesses such as Mau Mfg. sought further clarification of the proposal and based on this clarification have indicated support for the Retail Overlay Zone. Attached is an email from a representative of Mau Mfg., now indicating support for the Overlay proposal.

At the Commission's January meeting, the Commission reviewed the input it received at its December meeting with area business and property owners. At this meeting, by a vote of 8-0, the Commission is recommending that the Village Board refer this matter to the Plan Commission for the requisite public hearing on this proposed Text and Map Amendment to the Zoning Code.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Map of Overlay Zone Area
2. January 2013 EDC Minutes (Draft)
3. December 2012 EDC Minutes (Approved)
4. July 2012 EDC Minutes (Approved)
5. Mau Mfg. Email Communication

RECOMMENDED MOTION:

Move to refer to the Plan Commission for public hearing, a proposed Zoning Code text and map amendment, concerning a retail overlay zone in a portion of the MB Zoning District, as recommended by the Economic Development Commission.

Proposed Retail Overlay District

In the MB Zoning District

As recommended by the Economic Development Commission



**Economic Development Commission
Wednesday, January 23, 2013
Village Board Conference Room
Minutes**

DRAFT

Members Present

James Persino, Chair
James Kucienski, Vice-Chair
Terrance Strauch
James Berger
Patrick McCoy
Kurt Moffitt
Paul Levine
William Pabst (arriving after Minutes approval)

Members Absent

Maureen Ehrenberg

Staff Present

Timothy Wiberg, Village Manager
Timothy M. Clarke, Community Development Director
Douglas Petroschius, Assistant Village Manager
Robert Merkel, Finance Director
Steve Elrod, Village Attorney
Andrea Litzhoff, Community Development Intern

Others Present

Lawrence Elster, Trustee
Jesal Patel, Trustee

I. Call to Order/Quorum Declaration

Chairman Persino called the meeting to order at 8:06AM.

II. Welcome to New Commissioner McCoy

Chairman Persino welcomed Patrick McCoy as a new commission member. Director Clarke distributed an updated roster. Director Clarke also welcomed Trustee Patel as the new EDC liaison from Village Board.

III. Minutes Approval

Commissioner Kucienski motioned to approve the November 28, 2012 Minutes as presented. Commissioners Levine seconded. Motion approved 6-0-1 with Commissioner Berger abstaining.

Commissioner Kucienski motioned to approve the December 19, 2012 minutes as presented. Commissioner Strauch seconded. Motion approved 7-0.

IV. **MB Retail Overlay Zone Proposal**

Director Clarke noted that the Commission received input from area businesses and property owners on the Commission's MB Retail Overlay Zone Proposal. Director Clarke

state that the Commission should determine whether it wishes to proceed with the proposal based on this feedback. Commissioner Kucienski opined that the Commission should move forward with the retail overlay zone. Commissioner Moffitt said that he was pleased with the turnout and questions presented to the Commission at the December 2012 meeting with Lincolnwood Business Park business owners. Chairman Persino stated that he was in favor of the proposal.

Hearing no other remarks, Commissioner Kucienski motioned to recommend referral to the Plan Commission for Public Hearing, the proposed Retail Overlay District for a portion of the MB Zoning District adjacent to Touhy Avenue. Commissioner Berger seconded. Roll call vote: Commissioners in favor: McCoy, Moffitt, Strauch, Berger, Levine, Pabst, Kucienski, and Persino. Commissioners opposed: none. Motion approved 8-0.

V. Village Branding

Assistant Village Manager Petroschius presented the 2012-2015 Strategic Plan's goal to further develop the identity for the Village through Community Branding. Noting the possible economic development benefits from branding, the Village Board directed the Commission to provide its recommendation on the initiative.

Assistant Village Manager Petroschius indicated that community branding is used to relay a community's story. Similar to private sector branding, community branding initiatives utilize consistency. Assistant Village Manager Petroschius commented that in the past there was never a decision to have a consistent identity for Village signs, letterhead, logos, and more.

Assistant Village Manager Petroschius stated that community branding can serve as a reenergizing force for economic development, to standardize documents, website, and vehicles, and can have a spillover effect on other Lincolnwood-related entities (schools, library, etc.). Assistant Village Manager Petroschius noted the community branding process often involves engaging a consulting firm to create a brand. Assistant Village Manager Petroschius quoted consulting firm services costs of \$28,000-\$65,000 depending on the services provided. Assistant Village Manager Petroschius commented that a branded community could be more attractive to retail site selectors.

Commissioner Levine opined that consistency is a problem in the Village and did not see branding as an approach to solve larger issues in the Village. Commissioner Pabst questioned if it was necessary to employ a consultant. Commissioner Pabst recommended doing the work in-house and saving the consultant costs for implementation. It was suggested to use local talent to create an image. Commissioner Kucienski stated that a consultant would be better experienced at pulling different and diverse groups and viewpoints together to create a singular image. Village Manager Wiberg added that the purpose of branding is to find out what residents think represents the Village.

Commissioner Strauch stated that the community needed a brand. Commissioner McCoy added that a standard logo and message would pay-off. Assistant Village Manager

Petroshius stated that an RFP could open up the branding initiative to a variety of people or consultants. Discussion ensued on the benefits and content of an RFP for community branding.

By consensus, Commissioners unanimously agreed that branding should be pursued. Commissioners suggested an RFP for community branding be released but that consideration should be given to other ways of addressing community branding without using a consultant.

VI. Proposed TIF District Budgets

Director Clarke noted that each year the Commission reviews the Village's proposed TIF budgets. Chairman Persino inquired on the cost for land acquisition in the NEID TIF budget. Manager Wiberg stated that 80% of the land acquisition for the purchase of the rail property will be reimbursed through a federal grant. Discussion ensued on the payments to Lowes.

By consensus, the Commission recommended approval of the TIF District Budgets as presented.

VII. Q&A with Village Attorney

Chairman Persino opened the floor for questions for Village Attorney Elrod pertaining to the work of the Commission. Chairman Persino asked for more clarity on Open Meetings Act guidelines. Village Attorney Elrod stated that commissioners have successfully completed the online course with the State Attorney General's office. Village Attorney Elrod stated that all meetings of public bodies must be open and conduct their business in public.

Village Attorney Elrod clarified that if a majority of a quorum of a public body is met, it is deemed a meeting and notice must be given to the public. The majority of a quorum for the EDC is 3 members. Therefore, 3 or more members of the EDC are not allowed to discuss public business outside of a public meeting. Members of different public bodies can meet and discuss business. Meeting together has been interpreted to include communicating electronically. Village Attorney Elrod advised not to use email to substantively discuss any issue. Discussion ensued.

Discussion continued on Freedom of Information Act (FOIA) requests and if personal email accounts are subject to FOIA. Village Attorney Elrod clarified that email records can be FOIA'd if they deal with business of the Village and if they are in possession of the Village. If an email is sent between private computers, it would not be subject to a FOIA request. The email must be in possession of the Village and deal with the subject matter of the Village.

Director Clarke asked about polling commissioners. When being polled, commissioners must reply only to staff. Elrod said it was not best practice to poll commissioners. Discussion ensued on polling practices.

Village Attorney Elrod added that every meeting agenda must have a provision or space in it to allow for the public to speak about anything. This is encapsulated in the public forum item on the EDC agenda.

The agenda for the Commission was discussed. Village Attorney Elrod indicated that a public body cannot take final action on any matter that is not specifically listed on the agenda. It was noted that the notice for a public meeting is 48 hours.

VIII. Development Updates

It was noted that the former Pro-Auto site, 6540 Lincoln, will be occupied by Illinois Bone and Joint.

Chairman Persino advised that he met with the Purple Hotel owner. Discussion ensued on possible hotel operators for the site and the financing of the project.

IX. Other Business

None

X. Public Forum

No public comment was given at this time.

XI. Adjournment

Meeting adjourned at 10:23AM.

Respectfully submitted,

Andrea Litzhoff
Community Development Intern

**Economic Development Commission
Wednesday, December 19, 2012
Village Board Council Chambers
Minutes**

Members Present

James Persino, Chair
James Kucienski, Vice-Chair
Bill Pabst
Maureen Ehrenberg
Kurt Mofitt
Terrance Strauch
James Berger
Paul Levine

Members Absent

None

Staff Present

Timothy M. Clarke, Community Development Director
Timothy Wiberg, Village Manager
Aaron N. Cook, Community Development Manager
Andrea E. Litzhoff, Community Development Intern

Others Present

See attachment for business owners and associates present

I. Call to Order/Quorum Declaration

The meeting was called to order at 8:01AM by Vice-Chairman Kucienski, noting a quorum of 5 commissioners was present.

II. Discussion with Northeast Area Business Owners and Property Owners

Director Clarke introduced himself and the proposed retail overlay zone in part of the Lincolnwood Business Park. This proposal is to allow retail as an additional allowed use for a portion of the business park. Currently, the area is zoned light manufacturing (MB).

Director Clarke provided background on the purpose of the Commission and a number of projects the EDC has spearheaded. Director Clarke summarized the intent of the meeting was to have an informal conversation on the proposal as well as obtaining other feedback. Chairman Persino arrived to preside over the meeting and other Commission members also arrived.

Chairman Persino emphasized that the proposed zoning would allow for existing businesses to operate as they currently are. Chairman Persino stated that the Wal-Mart development on Touhy in Skokie will create demand for retail along Touhy Avenue in Lincolnwood. It was noted that the proposed retail zoning was a 20-30 year long-term plan. Director Clarke confirmed that the Village is not attempting to acquire any property and the retail overlay zone proposal is not part of any developer plan.

A business owner commented that businesses should have access to the Houseal Lavigne Retail Feasibility Report. Commissioners concurred that the report should be distributed. The Houseal Lavigne Retail Analysis & Feasibility Report identifies market potential and impediments to development in the Lincolnwood Business Park. Chairman Persino noted that the area facing Touhy is the most desirable for retail.

Commissioner Ehrenberg added that over time the introduction of new retail uses to the area could cause conflict. Commissioner Ehrenberg requested business owners to provide their perceptions of downsides to the new zoning. Discussion ensued on traffic and parking in the area.

A business owner raised concern on traffic control in the area. Manager Wiberg stated that a major challenge with traffic in the area is the age and design on the business park. Chairman Persino commented that when the industrial park was built, it was not designed to handle traffic demands of today. A business owner stated that he would welcome retail to the area as long as traffic and parking could be managed appropriately.

It was stated that the retail overlay zone proposal would require an amendment to the zoning code and would have to go through a public hearing process.

A business owner inquired if anyone on the EDC or Village Board had a financial stake in retail development of the properties in the proposed overlay zone. Manager Wiberg emphasized that no Village official had a financial stake in the overlay district.

Commissioner Ehrenberg asked the group if the Village should proactively take this measure or if business owners prefer to wait until they are approached by a developer in the future. In response, one owner opined that it would be better to wait.

A representative of Grossinger asked about changing the sign code to allow larger types of signs to the area. Director Clarke stated that the Village is looking to install way-finding signs.

One business owner commented that he wanted to grow his business, and felt the retail proposal would prevent him from expanding his business. Commissioner Levine assured the businesses that the Village has no intent on pressuring business to relocate. Noting long-term vacancies in the area, Manager Wiberg stated that opening the area up to a broader range of uses could prevent vacancies. Discussion ensued concerning developments in Skokie's industrial areas.

A business owner suggested the Village notify the area business owners via email. Manager Wiberg responded that business owners can sign up for email subscriptions for public agendas on the Village website. The next meeting of the EDC will be on January 23rd, 2012 to consider this proposal and feedback received.

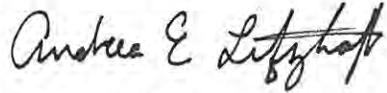
III. Public Forum

No other comments were presented by the public at this time.

IV. Adjournment

The meeting was adjourned at 9:00AM.

Respectfully submitted,

A handwritten signature in black ink that reads "Andrea E. Litzhoff". The signature is written in a cursive style with a large initial 'A' and 'L'.

Andrea Litzhoff,
Community Development Intern

Lincolnwood Business Park Meeting

December 19, 2012

Thank-you for coming today.

Please sign-in below so that we have a record of your attendance
and participation in today's meeting.

	Print Name	Print Address	Business or Affiliation
1.	Brian Adams	7140 N Lawndale Avenue	R.F. Mau Co.
2.	John Park	2121 Shermer Rd.	Owner, John@TAFofChicago.com
3.	BJ Sung	2121 Shermer Rd.	Owner's Rep/ G.C.
4.	Jerry Glunz	7100 N Capital Drive	Owner
5.	Gary Rippbyler	3725 W Touhy	Rent
6.	Norman Bogen	7045 N Ridgeway	Owner
7.	Dean Davis	7060 N Lawndale	Owner HUC
8.	Jeff Worley	7060 N Lawndale	
9.	Tony Gemignani	7140 N Lawndale	
10.	Bruce Mau	7140 N Lawndale	Owner
11.	Jason Surber-ATF, Inc.	3550 W Pratt Avenue	President of ATF
12.	Terry Gross	7040 North Lawndale Avenue	President-BrownWood
13.	Rick Lanham-Grossinger	6900 N McCormick	Grossinger AutoGroup
14.	Henry Proesel	3725 Touhy	NSSD
15.	Rick Walthers	6900 Central Park Avenue	Ravenswood Studio
16.	Tony Constantino	3740 W Morse	Gatt Tool
17.	Scott Brandwein	311 S Wacker Dr, Chicago	CBRE, scott.brandwein@cbre.com
18.	Larry Bowman	3701 W Lunt Ave, Suite 4000	Domicile

Economic Development Commission
Wednesday, July 25th, 2012
Village Board Conference Room
8:00AM

Members Present

James Persino, Chair
James Kucienski, Vice-Chair
James Berger
Maureen Ehrenberg
William Pabst
Seth Snyder
Paul Levine

Members Absent

Terrance Strauch

Staff Present

Tim M. Clarke, AICP, Community Development Director
Aaron N. Cook, AICP, Community Development Manager
Tim Wiberg, Village Manager
Andrea Litzhoff, Community Development Intern

I. Call to Order/Quorum Declaration

The meeting was called to order at 8:12AM by Chairman Persino, noting a quorum of 7 members were present.

II. Minutes Approval

Commissioner Kucienski motioned to approve the July 3, 2012 Special Meeting Minutes as presented. Commissioner Pabst seconded motion. Motion approved 7-0.

III. Lincolnwood Business Park

The Commission examined the retail desirability and demand in the Lincolnwood Business Park and Capitol Drive area, noting the new Skokie Wal-Mart Touhy Marketplace currently under development. The Lincolnwood Business Park has been a light manufacturing (MB) district with stable occupancy of business. In October 2010, Houseal Lavigne prepared a retail analysis and feasibility report indicating the most conducive area for retail was an assembly of the Capitol Drive area parcels. Commissioners agreed that the Touhy Wal-Mart will significantly affect traffic conditions on Touhy Avenue.

Discussion ensued about the types of grocers and retailers that were interested in the Lincolnwood/Skokie area. Discussion continued on current economic trends and conditions impacting the area.

Chairman Persino suggested creating an overlay retail (B1 or B2) zoning district over the Capitol Drive parcels, indicating the overlay district would allow retail development and raise property values in the manufacturing district.

Manager Wiberg summarized a meeting in May with business owners in the manufacturing district indicating that manufacturers in the area want the Village to support the manufacturing zone. In order to account for possible dissatisfaction by current business owners, it was suggested that the overlay zone could be implemented in incremental stages. Discussion continued on the possible reactions from manufacturers and existing businesses in the area. Commissioners agreed the overlay district would open the door for economic development and possible land use change.

Commissioner Snyder motioned to recommend to the Village Board an Overlay Retail (B1 or B2 Zoning District) 1) for the area East of Ridgeway, West of Lawndale, South of Touhy Avenue to Property Lines approximate with Lawndale intersecting with Central Park and 2) Capitol Drive parcels. Attached is a map identifying these areas. Commissioner Ehrenberg seconded the motion. Chairman Persino asked for any additional comments.

Discussion ensued on the best way to approach and notify affected existing businesses. A workshop with the business owners was suggested prior to formal consideration of the recommendation.

Commissioner Snyder amended the motion to include recommending a workshop with business owners in the area. Commissioner Ehrenberg seconded the amendment. Amended motion approved 7-0.

IV. Development Updates

Director Clarke stated that plans have been submitted to open a hot dog stand at 6485 Lincoln Avenue.

The Commission discussed the status of the Purple Hotel site. No plans have been submitted yet for the Purple Hotel site.

V. Other Business

None.

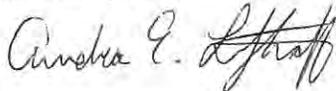
VI. Public Forum

No public comment was presented at this time.

VII. Adjournment

By consensus, the meeting was adjourned 9:45AM.

Respectfully submitted,



Andrea Litzhoff
Community Development Intern

Wolf, Lauren

From: Brian Adams <badams@rfmau.com>
Sent: Tuesday, January 15, 2013 3:00 PM
To: Clarke, Tim
Cc: Bruce Mau; Tony Gemignani; Joe Oconnor; Condon, Tom (tom.condon@colliers.com); James Persino; Wiberg, Tim
Subject: RE: Proposed Retail Overlay District

Tim, et al –

Thanks for the thoughtful response. Based on your feedback, Mau Co. is in full support of the Overlay proposal. Please keep us in the loop regarding any potential changes/updates as you move forward through this process.

Best regards,

Brian

From: Clarke, Tim [mailto:TClarke@lwd.org]
Sent: Tuesday, January 15, 2013 2:43 PM
To: Brian Adams
Cc: Bruce Mau; Tony Gemignani; Joe Oconnor; Condon, Tom (tom.condon@colliers.com); James Persino; Wiberg, Tim
Subject: RE: Proposed Retail Overlay District

Brian:

Your understanding of the proposed retail overlay district is correct, it would not change or limit the existing industrial zoning of your property (MB Zoning District) but would simply add or “overlay” a portion of the existing MB zoning district with additional regulations which would permit retail as an alternative land use. Purchasers of property in the MB zone would still be able to rely on the underlying industrial zone regulations or alternatively, if they (or you desire) the overlay retail regulations. This is a zoning proposal and as such it has no direct affect on the amount of the property taxes paid.

At its next meeting on January 23rd, the Economic Development Commission will be considering the input received at the December 19th meeting and determining whether it wishes to proceed with this proposal. If this matter proceeds, a public hearing would be held before the Plan Commission and you will receive notice of this hearing.

Should you have any questions feel free to contact me. I have copied the Chair of the Economic Development Commission on this email as well as the Village Manager.

Tim Clarke
Community Development Director
Village of Lincolnwood
847-745-4710

From: Brian Adams [mailto:badams@rfmau.com]
Sent: Tuesday, January 15, 2013 9:16 AM
To: Clarke, Tim
Cc: Bruce Mau; Tony Gemignani; Joe Oconnor; Condon, Tom (tom.condon@colliers.com)
Subject: Overlay

Good morning, Tim -

Thank you for hosting the Lincolnwood Business Park development meeting in December, and for the opportunity to share our thoughts and concerns regarding the Economic Development Commission's position regarding the proposed Retail Overlay District.

After reviewing the Retail Analysis and Feasibility Report provided by your office, and from a conversation between yourself and Mau Co.'s Real Estate Advisor Mr. Tom Condon, we understand that the overlay will not change our current zoning; more specifically, the overlay will not impose zoning restrictions and/or tax burdens that might prevent us from selling our property to an industrial user.

Please let me know if you agree with our understanding of the Overlay.

Thanks, Tim, I look forward to hearing from you.

Best regards,

Brian Adams
President
R.F. Mau Co.