

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:00 P.M., MARCH 5, 2013**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes** – February 19, 2013 Committee of the Whole Meeting
- IV) Regular Business**
 - 1) Discussion Concerning Red Light Cameras (6:00 – 6:30 p.m.)
 - 2) Discussion Concerning the Village’s Rodent Control Policy (6:30 – 6:45 p.m.)
 - 3) Discussion Concerning Potential Usage of Tax Increment Financing Funds at The Purple Hotel Site (6:45 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: March 1, 2013

DRAFT

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
FEBRUARY 19, 2013**

Call to Order

President Pro-Tem Elster called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:31 P.M., Tuesday, February 19, 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 Deputy Village Clerk Douglas Petroschius the following were:

PRESENT: President Turry (by way of video conference), President Pro Tem Elster, Trustees Patel, Heidtke, Leftakes, Sprogis-Marohn

ABSENT: Swanson

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Timothy Clarke, Director of Community Development; Aaron Cook, Development Manager; Robert Merkel, Finance Director; Manuel Castaneda, Public Works Director; Melissa Steirer, Management Analyst; Ashley Engelmann, Assistant to the Public Works Director; Robert Merkel, Finance Director; Reese Gratch, Parks and Recreation Board Chair; Georgia Talaganis, Board of Fire and Police Commissioner; Paul Eisterhold, Plan Commission Chair.

Approval of Minutes

1. The minutes of the February 5, 2013 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Heidtke moved to approve the minutes as presented. Trustee Leftakes seconded the motion. The motion passed by voice vote, 4-0. The minutes were approved.

2. The minutes of the February 13, 2013 Budget Workshop 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 Patel seconded the motion. The motion passed by voice vote, 4-0. The minutes were approved.

Regular Business

1. Discussion Concerning the Committee of the Whole Meetings

This item was presented by Mr. Wiberg. Mr. Wiberg provided an overview of Committee of the Whole (CotW) meetings which were created in 2003 and provide an informal environment for discussion of matters by the Village Board. The Village Board is not authorized to take official action at CotW meetings. In the past CotW meetings have not been televised and generally take place prior to a Regular Meeting of the Village Board. Recently a member of the Village Board suggested televising CotW meetings. Two options for televising CotW meetings were considered which included sitting in the typical format at tables in the Council Chambers or at the dais in the Council Chambers. If CotW was televised while the Village Board sat at the dais, nominal additional costs would be involved. If the CotW meeting was televised while sitting at tables it would cost up to \$23,895 to install wireless microphones and replace the audio system. Discussion ensued. The Village Board directed staff to maintain the current practice of not televising CotW and begin a new practice of having the Village Manager provide a status report of the topics that were discussed at the CotW during the Regular Meeting that follows each CotW. The Village Board directed staff to add this topic to a future CotW agenda sometime after the upcoming April election.

2. Discussion Concerning the Redesign of the Village's Web Site

This item was presented by Ms. Steirer with use of a PowerPoint presentation. The last website redesign was in August of 2006 and staff has received complaints from residents regarding the design of the website. Therefore, \$10,000 was budgeted in the current 2012-13 fiscal year budget to redesign the Village's website. Staff recommended American Eagle who designed many different websites for municipalities in the area. The cost of this service is \$10,000. Designs utilized by American Eagle clients were presented and feedback from the Village Board was sought by staff. Discussion ensued. The Village Board directed staff to proceed with American Eagle.

Adjournment

At 7:15 P.M. Trustee Sprogis-Marohn moved to adjourn Committee of the Whole. Trustee Heidtke seconded the motion. The motion was approved by voice vote, 4-0.

Respectfully Submitted,

Douglas Petroschius
Deputy Village Clerk

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: March 1, 2013

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

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:00 p.m.** on Tuesday evening. Dinner will be available beginning at 5:15 p.m. in the Village Hall Board Conference Room. Please find below a summary of the items on the COTW agenda:

1) **Discussion Concerning Red Light Cameras (6:00 – 6:30 p.m.)**

At a recent COTW meeting the Village Board directed staff to look into the feasibility of adding a Red Light Camera to the west-bound Touhy Avenue at Lincoln Avenue intersection. [Attached](#) is a memorandum from the Police Chief concerning the research for this intersection as well as other potential intersections that could warrant the addition of a camera.

2) **Discussion Concerning the Village's Rodent Control Policy (6:30 – 6:45 p.m.)**

Currently the Village budgets \$8,000 per year to contract for rodent control services on private property. Once this dollar amount is reached during a fiscal year, residents are told there is no money left for the program until the new fiscal year. During the Fiscal Year 2011/12 Budget Workshop, staff requested additional funds for this program due to the number of calls Village staff receives for this service. The Board directed that no additional funds be provided for this service. Based on a complaint from a resident, a Village Board member has requested that this policy be revisited by the Board. [Attached](#) is a memorandum from the Assistant to the Public Works Director summarizing the policy.

3) **Discussion Concerning the Potential Use of Tax Increment Financing Funds at The Purple Hotel Site (6:45 – 7:30 p.m.)**

The Plan Commission has conducted two public workshops concerning the development plans for The Purple Hotel site. Soon, the Commission will begin the formal hearing process to consider a Planned Unit Development application for the development of the site. As the Board is aware, a Tax Increment Financing (TIF) District was established for this area last year and while no request has been received yet from the developer for TIF funds, a Village Board member has requested the Board discuss the general concept of TIF funding on this site. [Attached](#) is a memorandum from the Community Development Director summarizing some options the Board can consider for TIF funding.

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



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager
From: Robert LaMantia, Chief of Police
Date: February 25, 2013
Subject: Automated Traffic Enforcement Program

In September 2012, staff received direction from the Village Board to move forward with an automated traffic enforcement system for westbound Touhy at Lincoln, and to conduct further research on other intersection approaches that have a high number of traffic crashes, high traffic volumes, congestion, poor compliance with traffic laws, and enforcement challenges. The Board also recommended that future locations be upgraded with energy efficient and high visibility LED traffic signals, and pedestrian countdown signals.

The Village's vendor has submitted an application for a system with the Illinois Department of Transportation (IDOT) for westbound Touhy at Lincoln. In addition, the vendor completed additional research on most major intersections within the community.

Based on the recent research, the Board may wish to consider expanding the program. Staff categorized each intersection approach into one of three categories based on the Village's criteria (above) and traffic studies conducted by the vendor.

The following approaches are classified as Strong and are likely to exceed the minimum criteria necessary to receive justification from IDOT.

Approach	Turn Restrictions
• Southbound Lincoln at Touhy	No Right Turn on Red
• Southbound Lincoln at Crawford	None
• Southbound McCormick at Devon	None
• Eastbound Pratt at Lincoln	No Right Turn on Red When Pedestrians are Present

The following approaches are classified as Good and may exceed the minimum criteria necessary to receive justification from IDOT.

- Westbound Devon at Cicero
- Southbound Lincoln at Devon
- Northbound Lincoln at Pratt

The following approaches are classified as Poor and are unlikely to meet the minimum criteria necessary to receive justification by IDOT.

- Northbound Cicero at Touhy
- Southbound Cicero at Touhy
- Westbound Touhy at Cicero
- Eastbound Touhy at Cicero
- Southbound Lincoln at Pratt
- Northbound McCormick at Pratt
- Westbound Devon at Lincoln

Staff recommends directing the vendor to move forward with all four of the approaches in the Strong category. If during the IDOT application process, southbound Lincoln at Touhy is shown to be a stronger approach than westbound Touhy at Lincoln, then it should be removed from consideration.



MEMORANDUM

TO: Timothy C. Wiberg, Village Manager

FROM: Ashley Engelmann, Assistant to the Public Works Director

DATE: March 1, 2013

SUBJECT: Animal Control Services

Background: Each fiscal year the Public Works Department requests that funds be allocated within the Public Works Administration budget for the purpose of Animal Control. The Village contracts with Animal Control Specialists, Inc. to trap skunks, opossums and/or raccoons. The company, when contacted by the Village, performs inspections of the front yard, back yard and under porches to identify the type of animal that could be causing the problem so that they may set the appropriate trap for the animal. The contractor will never enter the home (or enter the roof). Animals inside of the home are the responsibility of the homeowner. The Village is charged the following fees under the current contract:

- \$75 set-up fee
- \$55/target animal caught (an animal requested for service covered under the contract)
- \$45/non-target animal caught (an animal other than what was requested for service that is covered under the contract)

Each year the Public Works Department receives requests for traps to be placed at residential locations. During the 2011-2012 Budget Workshop the Public Works Department requested direction from the Village Board regarding our animal control program. The purpose of the request was due to the fact that each year \$8,000 was budgeted for animal control and within a few months into the fiscal year the budget was exhausted. In addition, staff tracks the requests that are received and has found that more often than not the same property owners call multiple times throughout the year. The following options were presented to the Village Board:

- A- Increase the animal control budget to \$10,000 and limit the usage per caller to two in a fiscal year

B- Discontinue the program

The Board directed staff to move forward with Option A. By increasing the budget and limiting the number of requests per property owner approximately 20 more property owners were provided animal control services than last fiscal year.

Funds for the program were exhausted in September 2012 for the current fiscal year. 57 property owners were provided animal control services for a total of 64 service requests (a few property owners used the service twice). The cost to provide the service to the 57 properties breaks down to \$175/property owner. This includes the trap set-up and daily inspection and the capture of approximately three animals (usually when they set a trap they catch 3-5 animals).

Animal Control Specialists normally charges \$125 for trap set-up and daily inspections for private pay customers. They provide a discounted rate of \$110 to Village residents that private pay and \$55/animal caught.

Purpose of Discussion: Once the budget for animal control has been exhausted for the fiscal year staff explains to residents that are requesting the service that funds are no longer available and that the service is available on a first come first served basis. Oftentimes residents become upset that we do not have funds available. Most recently, the Mayor received an e-mail from a resident inquiring why funds are not available throughout the year. Therefore, the Mayor asked that this topic be revisited. Staff is seeking policy direction regarding continuing to provide animal control services.

Number of Calls Received: During the spring we receive approximately 2 calls a day for services, during the fall we receive approximately 1 call a day and during the winter approximately 2-3 calls a week. Not all of these calls are eligible for services due to the fact that the animal may not be covered under our contract or the location of the animal may be outside of the scope of services.

5 Year Overview of Animal Control Spending:

Fiscal Year	Budgeted Amount	Amount Expended	Over/Under Budget
2012-2013	\$8,000	\$10,920	-\$2,920
2011-2012	\$8,000	\$9,190	-\$1,190
2010-2011	\$8,000	\$9,660	-\$1,660
2009-2010	\$8,000	\$6,405	\$1,595
2008-2009	\$11,000	\$3,945	\$7,055

Average Amount Expended \$8,024

Animal control costs fluctuate each year depending upon the weather, the amount of gardening that is completed, etc. Each year the final amount that is expended is reached

approximately halfway through the fiscal year. There have been fiscal years that the budgeted amount has been exceeded due to excessive requests from certain locations. These locations are evaluated on a case by case basis to determine if traps are necessary.

Neighboring Community Survey:

Staff conducted a survey through the Northwest Municipal Conference (NWMC) in 2011 to research animal control programs in neighboring communities. The definition of animal control for this survey was removal of nuisance wildlife from properties. This survey was not evaluating dead animal removal.

Community	Animal Control Provided	Contract for Service	Only Dogs & Cats	Other Animals	Fee for Service	Limit on Requests	Responsible Department
Buffalo Grove	No	No	N/A	N/A	N/A	N/A	N/A
Deerfield	No	No	N/A	N/A	N/A	N/A	N/A
Hoffman Estates	No	No	N/A	N/A	N/A	N/A	N/A
Barrington	No	No	N/A	N/A	N/A	N/A	N/A
Arlington Heights	Yes	Yes	N/A	Wildlife	No	No	Police
Libertyville	Yes	Yes	N/A	Small wild animals (excluding skunks)	No	No	Police
Lincolnwood	Yes	Yes	N/A	Raccoons, Skunks and Opossums	No	No	Public Works Department
Lincolnshire	Yes	Yes	N/A	Raccoons	No	Traps are only provided once a month.	Police
Northbrook	Yes	Yes		No	No	No	Police
Northfield	Yes	Yes	X	Wildlife	No	No	Police
Palatine	Yes	Yes	X		No	No	Police
Park Ridge	Yes	Yes	X		Impound Fee	No	Police
Skokie	Yes	Yes		Wildlife	No	No	Police
Streamwood	Yes	Yes	X	No	No	No	Police
Mount Prospect	Yes	Yes	X	No	Impound Fee	No	Police
Schaumburg	Yes	Yes	X	No	No	No	Police
Highland Park	Yes	Yes	X		Impound Fee	No	Police

Elk Grove	Yes	Yes	N/A	Deer, Fox and Coyotes	Trap Fee	No	Police
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- 22% Do not provide animal control services
- 50% Only provide animal control for cats and dogs
- 50% Provide some form of animal control in addition to cats and dogs*
- 22% of communities that provide animal control contract out for some form of service
- 93% of communities providing animal control manage the program out of their Police Department

*The only community that provides the level of service that the Village does is Northfield. Other communities provide traps to their residents that they can use or they refer them to outside companies at the property owner’s expense. Others only respond if an animal is injured. The Village has a unique program from the 18 communities that responded to the survey.

Options:

Option A: Status Quo

Option B: Discontinue program and provide residents with information on wildlife nuisance mitigation

Option C: Increase budget for FY 13/14 to \$20,000

Village Board Direction: Staff is seeking direction regarding the animal control program.

Memorandum

To: Timothy C. Wiberg, Village Manager

From: Timothy M. Clarke AICP, Community Development Director
Robert Merkel, Finance Director

Date: February 28, 2013

Subject: Purple Hotel Development & Lincoln-Touhy TIF District

Development Status

In March, the Plan Commission is expecting to begin consideration of the Planned Unit Development (PUD) for the Purple Hotel properties. Recently, the Plan Commission held two workshops with the developer to review concept plans for these properties. As currently contemplated, this proposed development consists of a first phase of development which is limited to the renovation of the existing Purple Hotel buildings. Subsequent future development phases are currently anticipated to include up to about 30,000 square feet of retail and office uses, in up to four new buildings. No timeline has been indicated for these later development phases.

On the most recent revised plans for the site which have been submitted, 395 off-street parking spaces are indicated. The developer's own analysis of parking demand for this planned development, which employs shared parking calculations, indicates that there would be sufficient off-street parking for the operation of the hotel facility, but the site would be short by 45 parking spaces to meet the parking demands for the full development contemplated in subsequent development phases for the property. Desired entertainment venues or restaurants for the site would presumably create even higher parking demands for the property than this identified 45 space shortage.

To address possible parking shortages, general discussion has occurred during these concept meetings as to whether additional parking could be developed on the adjoining Commonwealth Edison transmission line property, whether additional nearby property could be secured, or whether a parking structure on the Purple Hotel property could be constructed.

Both acquisition of property for parking and the construction of either surface parking lots or parking structures can be eligible expenses paid through the TIF District. Other improvements

which could be eligible for TIF Funds are adjoining streetscape improvements along Lincoln and Touhy. Staff notes to date however, that the property owner/developer has not requested, applied or sought any TIF funds or other economic incentives from the Village for this development.

TIF Financing

To use TIF financing, there are three basic funding methods available: 1) Pay As You Go; 2) Issuance of TIF backed Bonds; and 3) Issuance of General Obligation (GO) bonds.

Pay as You Go

The “Pay as you go” funding method uses TIF funds after the TIF increment has been created and TIF funds have been deposited in the TIF fund. This method has been widely used for many of the specific Village improvement projects that have occurred in the North East Industrial District (NEID) TIF District. The benefit of this funding method is that the funds are on-hand and available prior to their funding commitment and therefore there is no funding risk to the Village. A weakness of this funding mechanism is that improvement projects cannot occur in advance of receiving TIF revenue increment. A variation of this method was employed in the Touhy-Lawndale TIF District in the development of the Lowe’s Center. In this instance, the Village agreed to provide future TIF funds (and sales tax funds) *if* and when they were generated by the development and became available. In this instance, while the Village made an upfront commitment to use TIF Funds, the commitment was only to use funds after the funds were actually created. The developer paid all development costs upfront, as they were incurred, and took all the risk as to whether TIF Funds would actually be generated. The current annual payment made by the Village to Lowe’s is the rebate of the tax increment, which is totally generated by Lowes. Again the benefit of this method is that the Village bears no financial risk that TIF funds are not be available.

TIF Bonds

A second funding method utilizing TIF financing would be to issue Bonds that are backed only by future TIF revenue. In using this funding method, the Village would issue a bond and use the bond proceeds to undertake the specified TIF improvements (such as a parking structure) and then over time, pay the bond back by using the tax increment revenue received by the Village. In this instance, the risk that TIF funds will not be available to pay the bond is borne by the bondholders and not the Village. Since there is often a greater investment risk involved with a singular source of bond repayment, TIF backed bonds typically carry a higher interest rate than General Obligation bonds. Although the bond is payable only by TIF revenue and not by the full faith of the Village, bond rating agencies often reduce ratings against a municipality if there is insufficient TIF revenue to pay the TIF bond. The benefit of a TIF back bond is that the

improvement could be completed prior to TIF revenue being generated. The Village's exposure to bond repayment is limited to only TIF revenue.

GO Bonds

A very common means in many communities to funding TIF improvements is to issue General Obligation bonds to pay for the specified TIF improvements. General Obligation Bonds place the Village's full faith and credit behind the repayment of the bond and as such generally carry a lower interest rate than a single source revenue back bond, such as TIF bonds. Often in deciding whether to issue a GO bond, the community will first develop and analyze TIF revenue projections to determine if TIF revenues will likely be generated at levels to pay the bond. The determination to use GO bonds, rather than TIF backed bonds, often is the outcome of a determination that TIF revenue will be sufficient to cover the bond, a lower interest rate is desirable to reduce costs, and that it is not likely that the full faith of the community will be necessary to pay the bond. The benefit of using a GO Bond is that the improvement is completed upfront before TIF revenue is generated or received. The risk with GO Bonds however is in the event that there is a shortfall in TIF revenue to pay the bond and other Village revenue sources must be used to pay the bondholders. While many communities have utilized this method to pay for improvements in a TIF District without any problem, the recent serious economic downturn has exposed some communities, such as Park Ridge and Des Plaines, to financial risks from lack of TIF incremental revenue, which at the time of bond issuance were thought to be minimal, but which now are affecting the general fund because TIF revenue has become insufficient to pay bondholders.

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

AGENDA

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
 - 1. Board Meeting Minutes – February 19, 2013
- V. Warrant Approval**
- VI. Village President’s Report**
- 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 a Request to Issue a Class S-E Liquor License to the Friends of the Community Center for the 2013 Lincolnwood Fest
 - 2. Approval of a Solicitation Permit for Misericordia to Conduct Candy Days on the Public Highways Located Within the Village Boundaries on April 26 & April 27, 2013 and an Ordinance Authorizing a Waiver of Non-Commercial Solicitation Permit Card Fees
 - 3. Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Section 2.02 of the Zoning Ordinance Regarding the Definition of Floor Area for Determining Off-Street Parking and Off-Street Loading Requirements
 - 4. Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Section 4.04(3) of the Zoning Ordinance Regarding a Reference to Interpretation of Uses
 - 5. Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Various Sections of the Zoning Ordinance Regarding Obsolete Terms
 - 6. Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Section 7.10 of the Zoning Ordinance Regarding Off-Street Parking Schedule
 - 7. Approval of a Resolution Awarding a Bid for the Purchase and Installation of One Rooftop Cooling Unit, a Duplex Air System Compressor and Two-Three Ton Carrier Ductless Split Systems in the Amount of \$109,274 to Emcor Services Team Mechanical
 - 8. Approval of a Resolution to (A) Award a Proposal to Stanley Consultants to Perform Phase I Engineering for a Bicycle/Pedestrian Overpass at Touhy Avenue on the Com-Ed ROW, (B) Authorize the Village President to Execute both a Preliminary Engineering Agreement for Federal Participation and a Local Agency Agreement for Federal Participation for Phase I Engineering for a Bicycle/Pedestrian Overpass at Touhy Avenue on the Com-Ed ROW

VIII. Regular Business

None

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.

XV. Adjournment

DATE POSTED: March 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
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
FEBRUARY 19, 2013**

Call to Order

Village President Pro-Tem Elster called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:32 P.M., Tuesday, February 19, 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 Deputy Village Clerk Douglas Petroschius the following were:

PRESENT: President Turry (by way of videoconference), President Pro Tem Elster, Trustees Patel, Heidtke, Leftakes, Sprogis-Marohn, Swanson (7:47 P.M.)

ABSENT: None.

A quorum was present.

Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Chuck Meyer, Assistant to the Village Manager; Steven Elrod, Village Attorney; Aaron Cook, Development Manager; Robert Merkel, Finance Director; Timothy Clarke, Director of Community Development; Manuel Castaneda, Public Works Director; Ashley Engelmann, Assistant to the Public Works Director; Nicholas Greifer and Robert Rychlicki of Kane McKenna & Associates.

Approval of Minutes

The minutes of the February 5, 2013 regular Village Board meeting had been distributed in advance and were examined. Trustee Leftakes made a motion to approve the minutes as presented. Trustee Heidtke seconded the motion. The motion passed by voice vote, 4-0.

Warrant Approval

Trustee Heidtke moved to approve Warrants in the amount of \$954,865.10. Trustee Leftakes seconded the motion.

Upon Roll Call by Deputy Village Clerk Douglas Petroschius the results were:

AYES: President Pro-Tem Elster, Trustees Patel, Heidtke, Leftakes, Sprogis-Marohn.

NAYS: None

The motion passed.

The Warrants were approved.

Village President's Report

1. Annual Employee Recognition

Mr. Wiberg presented to the Village Board and audience those Village employees celebrating their milestone years of service to the Village. President Pro Tem Elster thanked all employees for their many years of service to the Village.

Consent Agenda

President Pro-Tem Elster presented the Consent Agenda items by PowerPoint.

1. Approval of a Recommendation by the Zoning Board of Appeals Concerning the Following Zoning Code Variations Sought for the Property Located at 6540 North Lincoln Avenue: 1) to Decrease the Minimum Distance of a Driveway from a Street Intersection; 2) to Permit Less than the Required Minimum Perimeter Landscape Width for Off-Street Parking Lots; 3) to Permit Less than the Required Interior Landscape Requirements for Off-Street Parking Lots; 4) to Permit Less than the Required Minimum Landscape Requirements for Foundation Plantings; 5) to Permit Off-Street Parking in the Front and Corner Side Yards; and 6) to Permit Three Wall Signs on a Corner Lot
2. Approval of a Policy Governing the use of the Village Hall Council Chambers for Political Forums

Trustee Heidtke requested that item one be moved to Regular Business. The Village Board concurred with the amendment to the agenda. President Pro Tem Elster declared that item one would become item five on Regular Business.

Trustee Heidtke made a motion to approve the Consent Agenda as amended. Trustee Sprogis-Marohn seconded the motion.

Upon Roll Call the results were:

AYES: President Pro-Tem Elster, Trustees Patel, Heidtke, Leftakes, Sprogis-Marohn.

NAYS: None.

The motion passed.

The Consent Agenda was approved.

Regular Business

3. A Public Hearing Concerning the Proposed Establishment of a Devon-Lincoln Tax Increment Finance (TIF) District and Designation of a Redevelopment Project Area

President Pro-Tem Elster opened the Public Hearing for the proposed establishment of a Devon-Lincoln TIF District and designation of redevelopment project area in accordance with State Law.

Roll Call

On roll call by Deputy Village Clerk Douglas Petroschius the following were:

PRESENT: President Turry (by way of videoconference), President Pro Tem Elster, Trustees Patel, Heidtke, Leftakes, Sprogis-Marohn

ABSENT: Trustee Swanson.

A quorum was present.

Mr. Clarke presented this matter by way of PowerPoint presentation and indicated that the Public Hearing is a requirement by the State of Illinois and provided purpose, background, and the anticipated next steps in the process. The next Intergovernmental Joint Review Board meeting is scheduled for March 6, 2013 at 11 A.M. in the Village Hall Council Chambers. Mr. Greifer and Mr. Rychlicki of Kane McKenna & Associates presented additional information explaining how the proposed TIF District meets the criteria as identified by State Law and the proposed budget. Discussion ensued.

President Pro-Tem Elster announced that the Public Hearing would be receiving public comment. Mr. Petroschius indicated that the Clerk’s Office had not received any written public comment on the proposed TIF District. Mr. Clarke indicated that he had received written comment from the following individuals on the proposed TIF District: the School District 74 Board Members, Hinshaw & Culbertson, LLP School District 74 Attorneys, Lincolnwood Library District, Niles Township High School District 219 Superintendent. The written comment was provided to the Village Board in advance.

President Pro-Tem Elster offered comment or testimony to anyone from the public in attendance at the Public Hearing. Mr. Petroschius reported receiving seven speaker request forms. The following public commented and provided justification for their position.

Speaker	Position
Scott Anderson – 6916 North Kilpatrick Avenue, School District 74 President	Oppose
John Vranas – 6544 North Leroy Avenue, School District 74 Board Member	Oppose
Anthony Ficarelli – Hinshaw & Culbertson, LLP, School District 74 Attorney	Oppose
Peter Moy – 7001 North Kilpatrick Avenue	Oppose
Mira Mazur – 3800 West Chase Avenue	Oppose
Jennifer Spino – 4646 West Northshore Avenue	Oppose
Mark Freedman – 3900 West Devon Avenue	Support

Seeing there were no other public comments, President Pro-Tem Elster closed the public comment portion of the Public Hearing and opened the floor for Village Board questions to staff and discussion. Discussion ensued by the Village Board regarding some of the comments provided by the public including potential impacts the proposed TIF District may have on taxes, taxing bodies, equalized assessed valuations, and the business community. There was consensus by the Village Board to continue the Public Hearing for the proposed TIF District until after the Joint Review Board meeting on March 6, 2013.

Trustee Leftakes made a motion to continue the Public Hearing to the April 16, 2013 Regular Meeting. Trustee Swanson seconded the motion.

Upon Roll Call the results were:

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

NAYS: None The motion passed.

The Public Hearing was continued to the Regular Meeting on April 16, 2013.

4. Consideration of Approval of Nine Resolutions Requesting Motor Fuel Tax Funds from the Illinois Department of Transportation for Various Village Projects from 1996-2007

This item was presented by Ms. Engelmann who indicated that periodically the Illinois Department of Transportation (IDOT) performs an audit of each municipality’s Motor Fuel Tax (MFT) expenditures in the Village’s MFT Fund. In October of 2011 the Village received the findings of an IDOT MFT audit which revealed that certain paperwork was not filed correctly. The proposed Resolutions correct this error and will not affect the Village’s MFT total balance of available funds nor will have a financial impact on the Village’s budget.

Trustee Patel made a motion to approve the Resolutions. Trustee Heidtke seconded the motion.

Upon Roll Call the results were:

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

NAYS: None The motion passed.

The Resolutions were approved.

5. Approval of a Recommendation by the Zoning Board of Appeals Concerning the Following Zoning Code Variations Sought for the Property Located at 6540 North Lincoln Avenue: 1) to Decrease the Minimum Distance of a Driveway from a Street Intersection; 2) to Permit Less than the Required Minimum Perimeter Landscape Width for Off-Street Parking Lots; 3) to Permit Less than the Required Interior Landscape Requirements for Off-Street Parking Lots; 4) to Permit Less than the Required Minimum Landscape Requirements for Foundation Plantings; 5) to Permit Off-Street Parking in the Front and Corner Side Yards; and 6) to Permit Three Wall Signs on a Corner Lot

John Kosich of Debb Kosich, LLC, Contract Purchaser for the Property Owner was present and reported to the Village Board that he is seeking approval of six Zoning Ordinance variations related to the renovation of the property at 6450 North Lincoln Avenue which is the former Pro Auto site. The primary occupant is expected to be the Illinois Bone & Joint, LLC with a second user yet to be determined. Trustee Heidtke raised concerns regarding the parking configuration in front of the proposed facility facing Lincoln Avenue. Discussion ensued. The Village Board indicated a desire to reduce the proposed parking spaces by one for the purposes of improving safety of the area. Mr. Kosich indicated that he would not object to the removal of the one parking space. Mr. Cook indicated that the application would still be compliant with the Village's parking requirements and the proposed Ordinance would not need to be amended. Mr. Elrod indicated that the Site Plan contained in the proposed Ordinance would need to be amended but action could still be taken by the Village Board this evening.

Trustee Heidtke made a motion to approve the recommendation by the Zoning Board of Appeals concerning the Variations sought for the property located at 6540 North Lincoln Avenue with the revised site plan. Trustee Patel seconded the motion.

Upon Roll Call the results were:

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

NAYS: None The motion passed.

The Ordinance was approved.

Manager's Report

Mr. Wiberg indicated that per the direction of the Village Board, going forward he would utilize the Manager's Report to provide the public with a summary of the CotW discussion which takes place prior to the Regular Meeting. At the CotW meeting of February 19, 2013 the Village Board discussed televising CotW meetings which will be delayed until a new Village Board is in place later in the year and staff presented conceptual designs for the Village website and is seeking feedback from the public.

Board, Commission, and Committee Reports

President Pro-Tem Elster announced that a meeting of the Fire and Water Committee will be held to discuss the Paramedic Services of Illinois contract which is set to expire soon. The meeting will be held on February 27, 2013.

Trustee Swanson announced that he is the Red Center liaison and reported that Red Center is looking at adding additional members which may reduce costs.

Village Clerk's Report

Mr. Petroschius made an announcement that Absentee Ballots are available and that registration for the April 9, 2013 election can be done at Village Hall during normal working hours.

Trustee Reports

President Pro-Tem Elster complimented Mr. Castaneda and the entire Public Works Department on their work to remove snow during the January/February snow storms.

Public Forum

None

Adjournment

Trustee Swanson moved to adjourn the Regular Meeting of the Village Board meeting at 9:21 P.M. Trustee Patel seconded the motion. The motion passed by voice vote, 5-0. The Regular Meeting was adjourned.

Respectfully Submitted,

Douglas Petroschius
Deputy Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: March 1, 2013

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

03/05/2013	\$83,310.96
03/05/2013	185,697.39
03/05/2013	50,579.52
Total	<hr/> \$ 319,587.87

Accounts Payable To Be Paid Proof List



User: jmm
Printed: 02/26/2013 - 10:57 AM
Batch: 100-03-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
American Express										
AMEREXP										
31083012213	01/22/2013	34.00	0.00	03/05/2013	Penwell - JEMS subscriprion		-		No	0000
101-350-512-5620	Books & publications									
	31083012213 Total:	34.00								
31083012813	01/28/2013	165.00	0.00	03/05/2013	NFPA - Annual Membership		-		No	0000
101-350-512-5570	Professional associations									
31083012813	01/28/2013	45.00	0.00	03/05/2013	Cygnus - EMS World subscription		-		No	0000
101-350-512-5620	Books & publications									
	31083012813 Total:	210.00								
31083013013	01/30/2013	237.60	0.00	03/05/2013	Safety gear - Public safety vests		-		No	0000
101-350-512-5740	Repair parts									
	31083013013 Total:	237.60								
31117011113	01/11/2013	33.73	0.00	03/05/2013	Case for cell phone		-		No	0000
101-100-511-5700	Office supplies									
	31117011113 Total:	33.73								
31117012813	01/28/2013	-27.15	0.00	03/05/2013	Credit - Amtrak Ticket - Springfield		-		No	0000
101-100-511-5850	Purchased Transportation									
	31117012813 Total:	-27.15								
31158012513	01/25/2013	150.00	0.00	03/05/2013	NIU Registration/ILCMA Conference		-		No	0000
101-200-511-5810	Conference & meeting registrat									
	31158012513 Total:	150.00								
31158013113	01/31/2013	13.45	0.00	03/05/2013	IAMMA Professional Development lunch		-		No	0000
101-200-511-5840	Meals									
	31158013113 Total:	13.45								
31158020613	01/06/2013	646.00	0.00	03/05/2013	VMware support subscription		-		No	0000
101-250-511-5340	Maintenance Agreement Expense									
	31158020613 Total:	646.00								
32008012413	01/24/2013	50.00	0.00	03/05/2013	Donation - American Heart Assn		-		No	0000
101-100-511-5799	Other materials & supplies									
	32008012413 Total:	50.00								
341450117213	01/17/2013	17.00	0.00	03/05/2013	Chicago Sky-camp field trip deposit		-		No	0000
205-520-515-5270	Purchased program services									
	341450117213 Total:	17.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
34145012113	01/21/2013	-43.66	0.00	03/05/2013	Credit for Senior Social		-			No 0000
205-570-515-5270	Purchased program services									
34145012113	01/21/2013	309.94	0.00	03/05/2013	Drury Lane - Senior trip tickets		-			No 0000
205-570-515-5270	Purchased program services									
	34145012113 Total:	266.28								
34145012213	01/22/2013	26.00	0.00	03/05/2013	Fun Express - Daddu daughter dance		-			No 0000
205-504-515-5730	Program supplies									
	34145012213 Total:	26.00								
341450122213	01/22/2013	22.25	0.00	03/05/2013	Fun Express - Birthday party supplies		-			No 0000
205-502-515-5730	Program supplies									
	341450122213 Total:	22.25								
34145012413	01/24/2013	200.00	0.00	03/05/2013	Farmhouse - Staff dinner IPRA		-			No 0000
205-500-515-5840	Meals									
	34145012413 Total:	200.00								
34145013013	01/30/2013	46.35	0.00	03/05/2013	Fun Express - Club kid craft supplies		-			No 0000
205-520-515-5730	Program supplies									
	34145013013 Total:	46.35								
34145013113	01/31/2013	764.82	0.00	03/05/2013	Woodward Printing - brochure shipping		-			No 0000
205-500-515-5720	Postage									
	34145013113 Total:	764.82								
34145020113	02/01/2013	3,199.00	0.00	03/05/2013	Monastero's - Daddy Daughter dance		-			No 0000
205-504-515-5645	Concessions & food									
	34145020113 Total:	3,199.00								
	AMEREXP Total:	5,889.33								
	American Express Total:	5,889.33								
AT&T										
AT&T										
847734584001	02/07/2013	1,198.50	0.00	03/05/2013	Telephone Services #911		-			No 0000
215-000-512-5580	Telephone									
	847734584001 Total:	1,198.50								
847734584301	02/07/2013	342.64	0.00	03/05/2013	Telephone Services #911		-			No 0000
215-000-512-5580	Telephone									
	847734584301 Total:	342.64								
	AT&T Total:	1,541.14								
	AT&T Total:	1,541.14								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
AT&T Long Distance										
AT&TLONG										
816614078	02/04/2013	97.23	0.00	03/05/2013	Long Distance a/c 816614078		-		No	0000
215-000-512-5580	Telephone									
	816614078 Total:	97.23								
	AT&TLONG Total:	97.23								
	AT&T Long Distance Total:	97.23								
Comcast Cable										
COMCAST										
COM02112013	02/11/2013	106.00	0.00	03/05/2013	Internet service for Village Hall		-		No	0000
101-250-511-5580	Telephone									
COM02112013	02/11/2013	66.95	0.00	03/05/2013	Internet service for Pump House		-		No	0000
660-610-519-5580	Telephone									
	COM02112013 Total:	172.95								
	COMCAST Total:	172.95								
	Comcast Cable Total:	172.95								
Commonwealth Edison										
COMED										
008132018	02/12/2013	36.61	0.00	03/05/2013	Electrical/Kostner/Morse		-		No	0000
101-440-513-5785	Utilities - public way									
	008132018 Total:	36.61								
0104767008	02/13/2013	1,878.85	0.00	03/05/2013	Electrical/Pump Station		-		No	0000
660-620-519-5785	Utilities - public way									
	0104767008 Total:	1,878.85								
0933017059	02/11/2013	657.78	0.00	03/05/2013	Electrical/6754 N. Cicero		-		No	0000
101-440-513-5785	Utilities - public way									
	0933017059 Total:	657.78								
1700394002	02/13/2013	22.82	0.00	03/05/2013	Electrical/ES Crawford, 1 N Devon		-		No	0000
101-440-513-5785	Utilities - public way									
	1700394002 Total:	22.82								
1784010001	01/24/2013	275.72	0.00	03/05/2013	Electrical/Shelter Proesel Park		-		No	0000
101-440-513-5785	Utilities - public way									
	1784010001 Total:	275.72								
1784059008	02/14/2013	420.42	0.00	03/05/2013	Electrical/NS Morse , 1W Lincoln		-		No	0000
101-440-513-5785	Utilities - public way									
	1784059008 Total:	420.42								
1784346006	02/12/2013	266.13	0.00	03/05/2013	Electrical/SS Touhy, 1 W. Kilbourn		-		No	0000
101-440-513-5785	Utilities - public way									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	1784346006 Total:	266.13								
1784521009	02/12/2013	17.53	0.00	03/05/2013	Electrical/WS Cicero, 1N Devon		-		No	0000
101-440-513-5785	Utilities - public way									
	1784521009 Total:	17.53								
2187009072	02/04/2013	545.61	0.00	03/05/2013	Electrical/7000 McCormick		-		No	0000
101-440-513-5785	Utilities - public way									
	2187009072 Total:	545.61								
2631087013	02/08/2013	85.07	0.00	03/05/2013	Electrical/6851 Central Pk		-		No	0000
101-440-513-5785	Utilities - public way									
	2631087013 Total:	85.07								
2649157097	02/05/2013	191.90	0.00	03/05/2013	Electrical/3550 Central Pk		-		No	0000
101-440-513-5785	Utilities - public way									
	2649157097 Total:	191.90								
3462712002	02/11/2013	349.48	0.00	03/05/2013	Electrical/Water Tower		-		No	0000
660-620-519-5785	Utilities - public way									
	3462712002 Total:	349.48								
4147167024	02/12/2013	159.21	0.00	03/05/2013	Electrical/7055 Kostner		-		No	0000
101-440-513-5785	Utilities - public way									
	4147167024 Total:	159.21								
4413156059	02/12/2013	150.64	0.00	03/05/2013	Electrical/7300 Cicero		-		No	0000
101-440-513-5785	Utilities - public way									
	4413156059 Total:	150.64								
4791110064	02/13/2013	304.47	0.00	03/05/2013	Electrical/3928 W Touhy		-		No	0000
101-440-513-5785	Utilities - public way									
	4791110064 Total:	304.47								
57221-35010	02/09/2013	85.07	0.00	03/05/2013	Master Acct/Street Lighting		-		No	0000
101-440-513-5785	Utilities - public way									
	57221-35010 Total:	85.07								
CEC_2028043041	02/08/2013	4,549.04	0.00	03/05/2013	Master Acct/Street Lighting		-		No	0000
101-440-513-5785	Utilities - public way									
	CEC_2028043041 Total:	4,549.04								
	COMED Total:	9,996.35								
	Commonwealth Edison Total:	9,996.35								
FIA Card Services										
FIACARD										
3446011013	01/10/2013	100.00	0.00	03/05/2013	Repair squad rear window defroster		-		No	0000
101-300-512-5480	R&M - vehicles									
	3446011013 Total:	100.00								
3446012513	01/25/2013	6.99	0.00	03/05/2013	Office Supplies		-		No	0000
101-210-511-5700	Office supplies									
	3446012513 Total:	6.99								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
3462010913	01/09/2013	15.00	0.00	03/05/2013	Plug n play- online rectrac registration		-			No 0000
205-500-515-5725	Credit card charges									
	3462010913 Total:	15.00								
3462013013	01/30/2013	91.45	0.00	03/05/2013	Drury Lane - Tickets - Sunset Blvd		-			No 0000
205-570-515-5270	Purchased program services									
	3462013013 Total:	91.45								
3462020113	02/01/2013	150.00	0.00	03/05/2013	IPRA - pool job posting		-			No 0000
205-560-515-5270	Purchased program services									
	3462020113 Total:	150.00								
3462020513	02/05/2013	259.00	0.00	03/05/2013	IPRA membership		-			No 0000
205-500-515-5570	Professional associations									
	3462020513 Total:	259.00								
3462020713	02/07/2013	34.90	0.00	03/05/2013	Fresh Farms - Valentines for Seniors		-			No 0000
205-570-515-5645	Concessions & food									
3462020713	02/07/2013	20.00	0.00	03/05/2013	Dollar Tree - Valentines Day event		-			No 0000
205-570-515-5645	Concessions & food									
	3462020713 Total:	54.90								
3462022013	02/20/2013	44.75	0.00	03/05/2013	Drury Lane - Tickets - sunset Blvd		-			No 0000
205-570-515-5270	Purchased program services									
	3462022013 Total:	44.75								
7588020813	02/08/2013	54.57	0.00	03/05/2013	Program Supplies		-			No 0000
101-130-511-5730	Program supplies									
7588020813	02/08/2013	395.00	0.00	03/05/2013	Program Supplies		-			No 0000
101-300-512-5590	Training									
7588020813	02/08/2013	431.52	0.00	03/05/2013	Program Supplies		-			No 0000
101-300-512-5730	Program supplies									
7588020813	02/08/2013	204.58	0.00	03/05/2013	Program Supplies		-			No 0000
101-300-512-5830	Lodging									
	7588020813 Total:	1,085.67								
9067011813	01/18/2013	2.79	0.00	03/05/2013	Walgreens/Club Kid Snack		-			No 0000
205-520-515-5645	Concessions & food									
	9067011813 Total:	2.79								
9067012213	01/22/2013	8.97	0.00	03/05/2013	CVS - Club Kid Snack		-			No 0000
205-520-515-5645	Concessions & food									
9067012213	01/22/2013	2.99	0.00	03/05/2013	CVS - Club Kid Snack		-			No 0000
205-520-515-5645	Concessions & food									
	9067012213 Total:	11.96								
9067013013	01/30/2013	80.00	0.00	03/05/2013	Dollar Tree - Balloons - Daddy		-			No 0000
205-504-515-5730	Program supplies				Daughter					
9067013013	01/30/2013	8.00	0.00	03/05/2013	Dollar Tree - Props - Daddy Daughter		-			No 0000
205-504-515-5730	Program supplies									
	9067013013 Total:	88.00								
9067020513	02/05/2013	7.29	0.00	03/05/2013	Walgreens - Club Kid Baking snack		-			No 0000
205-520-515-5645	Concessions & food									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
9067020513	02/05/2013	22.41	0.00	03/05/2013	CVS - Club Kid cupcake and milk		-			No 0000
205-520-515-5645	Concessions & food									
	9067020513 Total:	29.70								
9917012313	01/23/2013	25.96	0.00	03/05/2013	Park Grill - Senior lunch chaperone		-			No 0000
205-570-515-5645	Concessions & food									
	9917012313 Total:	25.96								
9917012413	01/24/2013	30.36	0.00	03/05/2013	FedEx brochure delivery		-			No 0000
205-500-515-5599	Other contractual									
9917012413	01/23/2013	12.00	0.00	03/05/2013	Taxi Affiliation - IPRA travel		-			No 0000
205-500-515-5820	Local mileage, parking & tolls									
	9917012413 Total:	42.36								
9917012413`	01/24/2013	15.90	0.00	03/05/2013	Chicago Elite Taxi - IPRA travel		-			No 0000
205-500-515-5820	Local mileage, parking & tolls									
	9917012413` Total:	15.90								
	FIACARD Total:	2,024.43								
	FIA Card Services Total:	2,024.43								
Groot Recycling & Waste Servic										
GROOT										
9024045	02/01/2013	53,717.04	0.00	03/05/2013	Account #1229-001/Community pick up		-			No 0000
101-440-514-5230	Garbage & recycling									
	9024045 Total:	53,717.04								
9024046	02/01/2013	656.93	0.00	03/05/2013	Account #1230-001/School District 74		-			No 0000
101-440-514-5230	Garbage & recycling									
	9024046 Total:	656.93								
9035429	01/31/2013	685.30	0.00	03/05/2013	Account #22280-001/Public Works		-			No 0000
101-440-514-5230	Garbage & recycling									
	9035429 Total:	685.30								
9048647	02/01/2013	2,757.47	0.00	03/05/2013	Account #1231-001/Multi Family pick up		-			No 0000
101-440-514-5230	Garbage & recycling									
	9048647 Total:	2,757.47								
	GROOT Total:	57,816.74								
	Groot Recycling & Waste Servic Total:	57,816.74								
IRMA										
IRMA										
01222013	01/22/2013	1,850.01	0.00	03/05/2013	IVC0008643		-			No 0000
101-210-511-5260	Liability insurance									
	01222013 Total:	1,850.01								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
01312013	01/31/2013	1,644.25	0.00	03/05/2013	January Optional Deductible		-			No 0000
101-210-511-5260	Liability insurance									
01312013	01/31/2013	742.48	0.00	03/05/2013	February Monthly Deductible		-			No 0000
101-210-511-5260	Liability insurance									
	01312013 Total:	2,386.73								
	IRMA Total:	4,236.74								
	IRMA Total:	4,236.74								
Lowe's Business Acc/GECF										
LOWES										
2111	02/11/2013	9.42	0.00	03/05/2013	Drill bits, screws for Pump House		-			No 0000
660-620-519-5730	Program supplies									
	2111 Total:	9.42								
2265	01/29/2013	83.00	0.00	03/05/2013	Screws, washers for Parks		-			No 0000
205-430-515-5730	Program supplies									
	2265 Total:	83.00								
2303	02/13/2013	5.00	0.00	03/05/2013	Electrical cover, electrical bracket		-			No 0000
101-420-511-5405	R&M - buildings									
	2303 Total:	5.00								
2315	01/30/2013	15.95	0.00	03/05/2013	Bolts and glue for Buildings		-			No 0000
101-420-511-5405	R&M - buildings									
	2315 Total:	15.95								
2453	02/15/2013	25.54	0.00	03/05/2013	Nozzle, Hose connector for Buildings		-			No 0000
101-420-511-5405	R&M - buildings									
	2453 Total:	25.54								
2764	02/05/2013	1.70	0.00	03/05/2013	Light caps for Police Dept		-			No 0000
101-420-511-5405	R&M - buildings									
	2764 Total:	1.70								
2812	02/06/2013	30.82	0.00	03/05/2013	Electrical connectors, bushings - PW		-			No 0000
101-420-511-5405	R&M - buildings									
	2812 Total:	30.82								
2955	02/07/2013	7.52	0.00	03/05/2013	Fuses for Village Hall		-			No 0000
101-420-511-5405	R&M - buildings									
	2955 Total:	7.52								
5970	02/15/2013	25.81	0.00	03/05/2013	Ziploc bags,wiping cloths,terry towels		-			No 0000
205-430-515-5730	Program supplies									
	5970 Total:	25.81								
	LOWES Total:	204.76								
	LOWES Total:	204.76								
	Lowe's Business Acc/GECF Total:	204.76								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Nicor Gas										
NICOR										
21-46-84-00003	02/14/2013	153.76	0.00	03/05/2013	Natural Gas - Pool		-		No	0000
205-560-515-5780	Utilities - government buildin									
	21-46-84-00003 Total:	153.76								
21-84-84-00004	02/07/2013	505.20	0.00	03/05/2013	Natural Gas - Pump House		-		No	0000
660-620-519-5780	Utilities - government buildin									
	21-84-84-00004 Total:	505.20								
31-46-84-00002	02/13/2013	208.18	0.00	03/05/2013	Natural Gas - Parks & Rec		-		No	0000
205-560-515-5780	Utilities - government buildin									
	31-46-84-00002 Total:	208.18								
70-61-47-04487	02/08/2013	120.83	0.00	03/05/2013	Natural Gas - 7055 Kostner		-		No	0000
205-560-515-5780	Utilities - government buildin									
	70-61-47-04487 Total:	120.83								
	NICOR Total:	987.97								
	Nicor Gas Total:	987.97								
Safeway Inc										
DOMINICK										
720538	02/22/2013	63.63	0.00	03/05/2013	Plates, orange juice, milk, sprite		-		No	0000
101-400-511-5730	Program supplies									
	720538 Total:	63.63								
801912	02/22/2013	9.96	0.00	03/05/2013	Cups		-		No	0000
101-400-511-5730	Program supplies									
	801912 Total:	9.96								
SC020813	02/08/2013	31.00	0.00	03/05/2013	Supplies for Scoial Club Events		-		No	0000
205-504-515-5645	Concessions & food									
	SC020813 Total:	31.00								
	DOMINICK Total:	104.59								
	Safeway Inc Total:	104.59								
Sam's Club										
SAMSCL										
000577	02/16/2013	39.73	0.00	03/05/2013	Groceries		-		No	0000
101-350-512-5799	Other materials & supplies									
	000577 Total:	39.73								
	SAMSCL Total:	39.73								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	Sam's Club Total:	39.73								
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The Blue Line										
THEBLUEL										
25311	02/14/2013	199.00	0.00	03/05/2013	Commuincation operator listing		-		No	0000
101-200-511-5510	Advertising									
	25311 Total:	199.00								
	THEBLUEL Total:	199.00								
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	The Blue Line Total:	199.00								
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	Report Total:	83,310.96								

Accounts Payable To Be Paid Proof List

User: jmm
Printed: 02/27/2013 - 9:15 AM
Batch: 101-03-2013



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
303 Taxi										
303										
19952	01/03/2013	24.00	0.00	03/05/2013	Taxi coupons		-		No	0000
205-570-515-5280	Subsidized taxi program									
	19952 Total:	24.00								
	303 Total:	24.00								
	<hr/>									
	303 Taxi Total:	24.00								
	<hr/>									
Advocate Occupational Health										
ADVOCA										
472492	02/01/2013	55.00	0.00	03/05/2013	Drug screening		-		No	0000
101-200-511-5599	Other contractual									
	472492 Total:	55.00								
	ADVOCA Total:	55.00								
	<hr/>									
	Advocate Occupational Health Total:	55.00								
	<hr/>									
Airgas										
AIRGAS										
9907198741	01/31/2013	122.35	0.00	03/05/2013	Oxygen cylinders for ambulances		-		No	0000
101-350-512-5660	EMS supplies									
	9907198741 Total:	122.35								
	AIRGAS Total:	122.35								
	<hr/>									
	Airgas Total:	122.35								
	<hr/>									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
American Camp Association										
AMERICAM										
ACA2013	02/15/2013	1,671.00	0.00	03/05/2013	2013 Summer camp application		-		No	0000
205-530-515-5270	Purchased program services									
	ACA2013 Total:	1,671.00								
	AMERICAM Total:	1,671.00								
American Camp Association Total:		1,671.00								
American First Aid Services										
AFAS INC										
122758	02/08/2013	54.30	0.00	03/05/2013	Office first aid supplies		-		No	0000
205-500-515-5700	Office supplies									
	122758 Total:	54.30								
122759	02/08/2013	14.20	0.00	03/05/2013	First Aid Box village Hall break room		-		No	0000
101-200-511-5599	Other contractual									
	122759 Total:	14.20								
122760	02/08/2013	82.95	0.00	03/05/2013	First Aid supplies/replenish		-		No	0000
101-300-512-5730	Program supplies									
	122760 Total:	82.95								
	AFAS INC Total:	151.45								
American First Aid Services Total:		151.45								
American Traffic Solutions										
ATS										
INV00010905	11/30/2012	1,799.93	0.00	03/05/2013	Automated Traffic Safety program		-		No	0000
101-300-512-5599	Other contractual									
	INV00010905 Total:	1,799.93								
INV00010927	11/30/2012	300.00	0.00	03/05/2013	Collection of unpaid violations - Nov,13		-		No	0000
101-300-512-5599	Other contractual									
	INV00010927 Total:	300.00								
INV00011457	01/31/2013	4,733.33	0.00	03/05/2013	Automated Traffice Safety program		-		No	0000
101-300-512-5599	Other contractual									
	INV00011457 Total:	4,733.33								
INV00011458	01/31/2013	210.00	0.00	03/05/2013	Collection of unpaid violations - Jan,13		-		No	0000
101-300-512-5599	Other contractual									
	INV00011458 Total:	210.00								
	ATS Total:	7,043.26								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
American Traffic Solutions Total:		7,043.26								
Borges Iida										
BORGES										
21313	02/13/2013	252.00	0.00	03/05/2013	Zumbatomic		-		No	0000
205-520-515-5270	Purchased program services									
	21313 Total:	252.00								
	BORGES Total:	252.00								
Borges Iida Total:		252.00								
Call One										
CALLONE										
1010-7823-0001	02/15/2013	4,560.46	0.00	03/05/2013	Non emergency telephone/Municipal Ctr		-		No	0000
101-210-511-5580	Telephone									
	1010-7823-0001 Total:	4,560.46								
1010-7823-0002	02/15/2013	224.24	0.00	03/05/2013	Non emergency telephone/Standpipe		-		No	0000
660-610-519-5580	Telephone									
	1010-7823-0002 Total:	224.24								
1010-7823-0003	02/15/2013	131.71	0.00	03/05/2013	Non emergency telephone/Police radio		-		No	0000
101-210-511-5580	Telephone									
	1010-7823-0003 Total:	131.71								
1010-7823-0004	02/15/2013	46.97	0.00	03/05/2013	Non emergency telephone/Aquatic center		-		No	0000
205-560-515-5580	Telephone									
	1010-7823-0004 Total:	46.97								
1010-7823-0007	02/15/2013	377.09	0.00	03/05/2013	Non emergency telephone/Public Works		-		No	0000
660-610-519-5580	Telephone									
	1010-7823-0007 Total:	377.09								
1010-7823-0008	02/15/2013	27.30	0.00	03/05/2013	Non emergency telephone/Pump House		-		No	0000
660-610-519-5580	Telephone									
	1010-7823-0008 Total:	27.30								
1010-7823-0009	02/15/2013	398.60	0.00	03/05/2013	Non emergency telephone/Red Center		-		No	0000
101-210-511-5580	Telephone									
	1010-7823-0009 Total:	398.60								
	CALLONE Total:	5,766.37								
Call One Total:		5,766.37								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Canon Financial Services										
CANONFIN										
2009527	02/05/2013	342.01	0.00	03/05/2013	Lease Payment/CM5520-8110041		-		No	0000
101-000-210-2650	Contractor Permits Payable									
2009527	02/05/2013	373.50	0.00	03/05/2013	Lease Payment/CM5520-8110062		-		No	0000
205-500-515-5440	R&M - office equipment									
2009527	02/05/2013	317.00	0.00	03/05/2013	Lease Payment/CM4010-8090034		-		No	0000
101-210-511-5440	R&M - office equipment									
	2009527 Total:	1,032.51								
	CANONFIN Total:	1,032.51								
Canon Financial Services Total:		1,032.51								
Canon Solutions America										
CANN										
82081	02/01/2013	348.90	0.00	03/05/2013	Monthly meter readings/Building		-		No	0000
101-000-210-2650	Contractor Permits Payable									
82081	02/01/2013	168.79	0.00	03/05/2013	Monthly meter readings/Parks		-		No	0000
205-500-515-5440	R&M - office equipment									
	82081 Total:	517.69								
987923533	02/02/2013	370.29	0.00	03/05/2013	Administration monthly maintenance		-		No	0000
101-210-511-5440	R&M - office equipment									
	987923533 Total:	370.29								
987923534	02/02/2013	166.30	0.00	03/05/2013	Finance Monthly maintenance		-		No	0000
101-210-511-5440	R&M - office equipment									
	987923534 Total:	166.30								
	CANN Total:	1,054.28								
Canon Solutions America Total:		1,054.28								
Cassidy Tire										
CASSIDYT										
2180868	02/11/2013	35.00	0.00	03/05/2013	Tires for Range rover		-		No	0000
101-300-512-5480	R&M - vehicles									
	2180868 Total:	35.00								
2221199	01/31/2013	80.00	0.00	03/05/2013	Wheel alignment - Land Rover		-		No	0000
101-300-512-5480	R&M - vehicles									
	2221199 Total:	80.00								
	CASSIDYT Total:	115.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	Cassidy Tire Total:	115.00								
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CDW Government										
CDWGOV										
X113561	01/30/2013	56.11	0.00	03/05/2013	Replacement roller for digitizer scanner		-		No	0000
101-250-511-5640	Computer supplies									
	X113561 Total:	56.11								
	CDWGOV Total:	56.11								
<hr/>										
	CDW Government Total:	56.11								
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Character Fleadh - Ethan Sella										
CHAR										
SC02112013	02/01/2013	250.00	0.00	03/05/2013	Entertainment - Senior St Pat's Party		-		No	0000
205-504-515-5270	Purchased program services									
	SC02112013 Total:	250.00								
	CHAR Total:	250.00								
<hr/>										
	Character Fleadh - Ethan Sella Total:	250.00								
<hr/>										
Clark Baird Smith, LLP										
CLARKBAI										
2929	02/07/2013	6,653.75	0.00	03/05/2013	Legal services for personnel matters		-		No	0000
101-230-511-5399	Other professional services									
	2929 Total:	6,653.75								
	CLARKBAI Total:	6,653.75								
<hr/>										
	Clark Baird Smith, LLP Total:	6,653.75								
<hr/>										
Computer Explorers										
COMPUTER										
1233	02/02/2013	600.00	0.00	03/05/2013	Digital animators workshop		-		No	0000
205-502-515-5270	Purchased program services									
	1233 Total:	600.00								
	COMPUTER Total:	600.00								
<hr/>										
	Computer Explorers Total:	600.00								
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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Cook County Recorder of Deeds										
COOKCOUN										
INV351013113	01/31/2013	144.00	0.00	03/05/2013	Recording fees-1301729058-		-		No	0000
101-230-511-5399	Other professional services				1301729059					
	INV351013113 Total:	144.00								
	COOKCOUN Total:	144.00								
Cook County Recorder of Deeds Total:		144.00								
Eagle Engraving										
EAGLE										
2013-406	02/12/2013	25.35	0.00	03/05/2013	Passport tags & gear locker sign		-		No	0000
101-350-512-5665	Firefighting supplies									
	2013-406 Total:	25.35								
	EAGLE Total:	25.35								
Eagle Engraving Total:		25.35								
FBI/NAA										
FBINAA										
FBINAA2013	02/21/2013	85.00	0.00	03/05/2013	Membership dues		-		No	0000
101-300-512-5570	Professional associations									
	FBINAA2013 Total:	85.00								
	FBINAA Total:	85.00								
FBI/NAA Total:		85.00								
Garvey Diane										
GARVEY										
Fall II	02/12/2013	1,400.50	0.00	03/05/2013	Zumba Fall Session II		-		No	0000
205-503-515-5270	Purchased program services									
	Fall II Total:	1,400.50								
	GARVEY Total:	1,400.50								
Garvey Diane Total:		1,400.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Gateway EDI										
GATEWAY										
7108021300	02/01/2013	224.32	0.00	03/05/2013	Claims transaction fee for ambulance		-			No 0000
101-000-410-4315	Ambulance & EMS fees				inv					
	7108021300 Total:	224.32								
	GATEWAY Total:	224.32								
	<hr/>									
	Gateway EDI Total:	224.32								
	<hr/>									
Gewalt Hamilton Associates Inc										
GEWALT										
9232.000-212	02/13/2013	23.50	0.00	03/05/2013	Traffic commission		-			No 0000
101-290-511-5942	PW Building Engineer Costs									
9232.000-212	02/13/2013	26.00	0.00	03/05/2013	Crawford Avenue reconstruction		-			No 0000
101-290-511-5942	PW Building Engineer Costs									
9232.000-212	02/13/2013	175.00	0.00	03/05/2013	Trees and IDOT green streets		-			No 0000
101-290-511-5942	PW Building Engineer Costs									
9232.000-212	02/13/2013	1,805.91	0.00	03/05/2013	General consulting and project mgmt		-			No 0000
101-290-511-5920	Administration Engineer Costs									
9232.000-212	02/13/2013	9.00	0.00	03/05/2013	Lot grading reviews		-			No 0000
101-290-511-5922	Building Engineering Costs									
	9232.000-212 Total:	2,039.41								
9232.381-8	02/13/2013	1,109.00	0.00	03/05/2013	Sewer rehab construction observation		-			No 0000
660-620-562-6400	Sewer system const/imprv									
	9232.381-8 Total:	1,109.00								
9232.404-4	02/13/2013	121.00	0.00	03/05/2013	Touhy bike overpass		-			No 0000
454-000-561-5340	Engineering									
	9232.404-4 Total:	121.00								
	GEWALT Total:	3,269.41								
	<hr/>									
	Gewalt Hamilton Associates Inc Total:	3,269.41								
	<hr/>									
Got Laundry Chicago?, Inc.										
GOTLAUND										
22-6872	12/29/2012	11.00	0.00	03/05/2013	Dry Clean Cell blankets		-			No 0000
101-300-512-5730	Program supplies									
22-6872	12/29/2012	2.00	0.00	03/05/2013	Gas Charge		-			No 0000
101-300-512-5730	Program supplies									
	22-6872 Total:	13.00								
22-7229	01/07/2013	22.00	0.00	03/05/2013	Dry Clean Cell blankets		-			No 0000
101-300-512-5730	Program supplies									
	22-7229 Total:	22.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
22-7594	01/16/2013	5.50	0.00	03/05/2013	Dry Clean Cell blankets		-			No 0000
101-300-512-5730	Program supplies									
	22-7594 Total:	5.50								
226553	12/22/2012	16.50	0.00	03/05/2013	Dry Clean Cell blankets		-			No 0000
101-300-512-5730	Program supplies									
	226553 Total:	16.50								
	GOTLAUND Total:	57.00								
Got Laundry Chicago?, Inc. Total:		57.00								
Graham C-Stores Company										
GRAHAM										
INV-032904	02/18/2013	625.00	0.00	03/05/2013	Car washes - Nov 12 thru Jan 13		-			No 0000
101-300-512-5480	R&M - vehicles									
	INV-032904 Total:	625.00								
	GRAHAM Total:	625.00								
Graham C-Stores Company Total:		625.00								
Grainger										
GRAINGER										
9035758060	01/09/2013	28.16	0.00	03/05/2013	Wire stripper, bench grinder, eye shield		-			No 0000
101-410-511-5730	Program supplies									
9035758060	01/09/2013	251.24	0.00	03/05/2013	Wire stripper, bench grinder, eye shield		-			No 0000
101-410-511-5745	Small tools									
	9035758060 Total:	279.40								
9046102753	01/21/2013	63.59	0.00	03/05/2013	Swing valve for Police Dept		-			No 0000
101-420-511-5405	R&M - buildings									
	9046102753 Total:	63.59								
9046102761	01/21/2013	15.28	0.00	03/05/2013	Couplings for Police Dept		-			No 0000
101-420-511-5405	R&M - buildings									
	9046102761 Total:	15.28								
	GRAINGER Total:	358.27								
Grainger Total:		358.27								
HMO Healthcare Service Corpora										
HMO										
0545	02/12/2013	30,010.04	0.00	03/05/2013	Employee Health Insurance HMO -		-			No 0000
102-000-210-2027	Health insurance premium withh				Mar 13					

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	0545 Total:	30,010.04								
	HMO Total:	30,010.04								
HMO Healthcare Service Corpora Total:		30,010.04								
Holland & Knight LLP										
HOLLAND										
01312013	01/31/2013	10,965.00	0.00	03/05/2013	January 2013 Retainer		-		No	0000
101-230-511-5350	Legal - retainer									
	01312013 Total:	10,965.00								
2877049	02/08/2013	108.00	0.00	03/05/2013	January 2013 legal - Touhy Lincoln		-		No	0000
101-230-511-5370	Legal - review				TIF					
	2877049 Total:	108.00								
2877050	02/08/2013	655.00	0.00	03/05/2013	January 2013 legal - Lincoln - Devon		-		No	0000
101-230-511-5370	Legal - review				TIF					
	2877050 Total:	655.00								
2877052	02/08/2013	686.00	0.00	03/05/2013	January 2013 legal - Purple Hotel Dev		-		No	0000
101-230-511-5370	Legal - review									
	2877052 Total:	686.00								
2877054	02/08/2013	270.00	0.00	03/05/2013	January 2013 legal - Misc private		-		No	0000
101-230-511-5370	Legal - review				docket					
	2877054 Total:	270.00								
2877055	02/08/2013	216.00	0.00	03/05/2013	January 2013 legal - Meatheads		-		No	0000
101-230-511-5370	Legal - review									
	2877055 Total:	216.00								
2877056	02/08/2013	2,844.00	0.00	03/05/2013	January 2013 legal - Shore Galleries		-		No	0000
101-230-511-5370	Legal - review									
	2877056 Total:	2,844.00								
2877058	02/08/2013	1,674.00	0.00	03/05/2013	January 2013 legal - Telecomm. Ord		-		No	0000
101-230-511-5370	Legal - review									
	2877058 Total:	1,674.00								
2877059	02/08/2013	4,987.93	0.00	03/05/2013	January 2013 legal - Litigation		-		No	0000
101-230-511-5360	Legal - litigation									
	2877059 Total:	4,987.93								
2877061	02/08/2013	217.00	0.00	03/05/2013	January 2013 legal - BFPC Rules		-		No	0000
101-230-511-5370	Legal - review									
	2877061 Total:	217.00								
2877064	02/08/2013	51.00	0.00	03/05/2013	Legals Bills/January 2013/Tax appeal		-		No	0000
217-000-517-5399	Other professional services									
	2877064 Total:	51.00								
	HOLLAND Total:	22,673.93								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Holland & Knight LLP Total:		22,673.93								
IL Assoc. of Park Districts										
ILAOPD										
Dues	12/13/2012	663.56	0.00	03/05/2013	IAPD Membership dues 2013		-		No	0000
205-500-515-5570	Professional associations									
	Dues Total:	663.56								
	ILAOPD Total:	663.56								
IL Assoc. of Park Districts Total:		663.56								
Illinois Dept of Public Health										
ILDEPT										
02112013	02/11/2013	25.00	0.00	03/05/2013	Ambulance license application fee		-		No	0000
101-350-512-5540	Intergovernmental fees & dues									
	02112013 Total:	25.00								
	ILDEPT Total:	25.00								
Illinois Dept of Public Health Total:		25.00								
Illinois Fire Inspectors Assoc										
ILFIREIN										
14779	02/14/2013	95.00	0.00	03/05/2013	2013 Memberships		-		No	0000
101-350-512-5570	Professional associations									
	14779 Total:	95.00								
	ILFIREIN Total:	95.00								
Illinois Fire Inspectors Assoc Total:		95.00								
International Assoc. for Prope										
INTERNAT										
100465	02/21/2013	50.00	0.00	03/05/2013	Annual Membership		-		No	0000
101-300-512-5570	Professional associations									
	100465 Total:	50.00								
	INTERNAT Total:	50.00								
International Assoc. for Prope Total:		50.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
InterpreNet, Ltd										
INTERPRE										
26291	02/11/2013	231.00	0.00	03/05/2013	Interpretation Services		-		No	0000
101-230-511-5399	Other professional services									
	26291 Total:	231.00								
	INTERPRE Total:	231.00								
	InterpreNet, Ltd Total:	231.00								
Kantor Gary										
KANTORG										
MAGIC2062013	02/12/2013	139.50	0.00	03/05/2013	Magic Class - 2/6/2013		-		No	0000
205-502-515-5270	Purchased program services									
	MAGIC2062013 Total:	139.50								
	KANTORG Total:	139.50								
	Kantor Gary Total:	139.50								
Kiesler's Police Supply										
KIESLERS										
0690484A	11/02/2012	177.50	0.00	03/05/2013	Ammunition		-		No	0000
101-300-512-5610	Ammunition & range supplies									
	0690484A Total:	177.50								
0690484B	11/01/2012	5,083.05	0.00	03/05/2013	Ammunition		-		No	0000
101-300-512-5610	Ammunition & range supplies									
	0690484B Total:	5,083.05								
0690484B-1	11/14/2012	303.73	0.00	03/05/2013	Ammunition		-		No	0000
101-300-512-5610	Ammunition & range supplies									
	0690484B-1 Total:	303.73								
0690484C	11/14/2012	3,365.80	0.00	03/05/2013	Ammunition		-		No	0000
101-300-512-5610	Ammunition & range supplies									
	0690484C Total:	3,365.80								
	KIESLERS Total:	8,930.08								
	Kiesler's Police Supply Total:	8,930.08								
Kramarz David										
KRAMARZ										
REIM031113DKM	03/11/2013	75.00	0.00	03/05/2013	Reimbursement / Meals		-		No	0000
101-300-512-5840	Meals									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	REIM031113DKM Total:	75.00								
	KRAMARZ Total:	75.00								
	<hr/>									
	Kramarz David Total:	75.00								
	<hr/>									
Krupic Kanita										
KRUPIC										
120688	10/05/2012	500.00	0.00	03/05/2013	Public parkway deposit refund		-		No	0000
101-000-210-2620	Contractor bonds payable									
	120688 Total:	500.00								
	KRUPIC Total:	500.00								
	<hr/>									
	Krupic Kanita Total:	500.00								
	<hr/>									
Lincolnwood Auto Const. Inc.										
LINCAC										
FORD212	02/11/2013	28.43	0.00	03/05/2013	Replace license plate bracket		-		No	0000
101-300-512-5480	R&M - vehicles									
	FORD212 Total:	28.43								
	LINCAC Total:	28.43								
	<hr/>									
	Lincolnwood Auto Const. Inc. Total:	28.43								
	<hr/>									
Maine-Niles Association of Spe										
MNASR										
13-022	02/01/2013	882.22	0.00	03/05/2013	Inclusion Services/February A		-		No	0000
205-580-515-5270	Purchased program services									
	13-022 Total:	882.22								
	MNASR Total:	882.22								
	<hr/>									
	Maine-Niles Association of Spe Total:	882.22								
	<hr/>									
Malnati Organization										
MALNATI										
1449338	01/25/2013	33.12	0.00	03/05/2013	Investigative case 13-1037		-		No	0000
101-300-512-5730	Program supplies									
	1449338 Total:	33.12								
1459736	02/14/2013	67.44	0.00	03/05/2013	Mini academy training		-		No	0000
101-300-512-5730	Program supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
1459736 Total:		67.44								
E113650	02/13/2013	254.55	0.00	03/05/2013	Dinner/Village Board Budget		-		No	0000
101-100-511-5840	Meals				workshop					
E113650	02/13/2013	15.00	0.00	03/05/2013	Tip		-		No	0000
101-100-511-5840	Meals									
E113650 Total:		269.55								
MALNATI Total:		370.11								
Malnati Organization Total:		370.11								
Marsden Vanessa										
MARSDEV										
VM07252012	02/14/2013	15.63	0.00	03/05/2013	Replace stale date payroll check		-		No	0000
102-000-110-1010	Payroll Cash									
VM07252012 Total:		15.63								
MARSDEV Total:		15.63								
Marsden Vanessa Total:		15.63								
Motorola										
MOTOROLA										
13942721	02/08/2013	422.50	0.00	03/05/2013	Portable radio XTS1500		-		No	0000
101-300-512-5435	R&M - police equipment									
13942721	02/08/2013	223.60	0.00	03/05/2013	Radio software		-		No	0000
101-300-512-5435	R&M - police equipment									
13942721	02/08/2013	143.00	0.00	03/05/2013	Battery		-		No	0000
101-300-512-5435	R&M - police equipment									
13942721	02/08/2013	107.25	0.00	03/05/2013	Charger		-		No	0000
101-300-512-5435	R&M - police equipment									
13942721	02/08/2013	115.70	0.00	03/05/2013	Remote speaker Mic		-		No	0000
101-300-512-5435	R&M - police equipment									
13942721 Total:		1,012.05								
MOTOROLA Total:		1,012.05								
Motorola Total:		1,012.05								
National Law Enforcement Suppl										
NATLL										
88660	02/12/2013	63.94	0.00	03/05/2013	Drug testing kits		-		No	0000
101-300-512-5730	Program supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	88660 Total:	63.94								
	NATLL Total:	63.94								
National Law Enforcement Suppl Total:		63.94								
North Suburban Employee Benefi										
NSEBENEF										
Jan-13	02/07/2013	65,069.00	0.00	03/05/2013	employee Health InsurancePPO - Jan 2013		-		No	0000
102-000-210-2027	Health insurance premium withh									
	Jan-13 Total:	65,069.00								
	NSEBENEF Total:	65,069.00								
NSUBDENT										
Mar-13	02/12/2013	8,949.00	0.00	03/05/2013	Dental Bill - March 2013		-		No	0000
102-000-210-2028	Dental insurance premium withh									
	Mar-13 Total:	8,949.00								
	NSUBDENT Total:	8,949.00								
North Suburban Employee Benefi Total:		74,018.00								
Northern Illinois Police Alar										
NTILPALS										
8979	02/19/2013	30.80	0.00	03/05/2013	Language Line use		-		No	0000
101-300-512-5580	Telephone									
	8979 Total:	30.80								
	NTILPALS Total:	30.80								
Northern Illinois Police Alar Total:		30.80								
Oce										
OCE										
987923535	02/02/2013	188.97	0.00	03/05/2013	Maintenance for copier/EE403		-		No	0000
101-210-511-5440	R&M - office equipment									
	987923535 Total:	188.97								
	OCE Total:	188.97								
Oce Total:		188.97								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Pioneer Press										
PIONEERP										
197612	01/31/2013	32.00	0.00	03/05/2013	Subscription - Fire Chief		-		No	0000
101-350-512-5620	Books & publications									
	197612 Total:	32.00								
	PIONEERP Total:	32.00								
	Pioneer Press Total:	32.00								
PMI										
PMI										
0395710	02/06/2013	86.30	0.00	03/05/2013	Gloves, ambu bag, blood pressure cuff		-		No	0000
101-350-512-5770	Training supplies									
	0395710 Total:	86.30								
	PMI Total:	86.30								
	PMI Total:	86.30								
QSR Awards & Engravings, Inc.										
QSRAWARD										
7679	12/17/2012	335.25	0.00	03/05/2013	Plaques for employee recognition event		-		No	0000
101-200-511-5799	Other materials & supplies									
	7679 Total:	335.25								
7756	02/12/2013	119.75	0.00	03/05/2013	Engraving of name plates for plaque		-		No	0000
101-350-512-5730	Program supplies									
	7756 Total:	119.75								
	QSRAWARD Total:	455.00								
	QSR Awards & Engravings, Inc. Total:	455.00								
Ray O'Herron Inc										
RAYOHERR										
0068066-IN	02/13/2013	279.60	0.00	03/05/2013	Taser batteries		-		No	0000
101-300-512-5730	Program supplies									
	0068066-IN Total:	279.60								
	RAYOHERR Total:	279.60								
	Ray O'Herron Inc Total:	279.60								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Regional Emergency Dispatch										
REGIONAL										
222-13-03	02/15/2013	10,559.78	0.00	03/05/2013	March 2013 dues		-		No	0000
101-350-512-5599	Other contractual									
	222-13-03 Total:	10,559.78								
	REGIONAL Total:	10,559.78								
Regional Emergency Dispatch Total:		10,559.78								
Robbins, Salomon & Patt, LTD										
RS&PLTD										
159610	02/11/2013	1,087.50	0.00	03/05/2013	Municipal Prosec/Traffic Violation - Jan		-		No	0000
101-230-511-5399	Other professional services									
	159610 Total:	1,087.50								
159611	02/11/2013	517.50	0.00	03/05/2013	Adjudicative Hearings for Jan		-		No	0000
101-230-511-5399	Other professional services									
	159611 Total:	517.50								
	RS&PLTD Total:	1,605.00								
Robbins, Salomon & Patt, LTD Total:		1,605.00								
Sec. of State- Dept of Police										
SOSDP										
SOS32-33	02/21/2013	145.00	0.00	03/05/2013	Title/transfer of plates		-		No	0000
101-300-512-5599	Other contractual									
	SOS32-33 Total:	145.00								
	SOSDP Total:	145.00								
Sec. of State- Dept of Police Total:		145.00								
Secretary of State License Ren										
SECOSTAT										
SOS#2	02/21/2013	140.00	0.00	03/05/2013	Title/transfer replace sticker on squad		-		No	0000
101-300-512-5599	Other contractual									
	SOS#2 Total:	140.00								
	SECOSTAT Total:	140.00								
Secretary of State License Ren Total:		140.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Shore Galleries										
SHOREGAL										
93240	02/08/2013	40.00	0.00	03/05/2013	Uniform allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	93240 Total:	40.00								
93242	02/12/2013	41.00	0.00	03/05/2013	Uniform allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	93242 Total:	41.00								
93246	02/19/2013	12.95	0.00	03/05/2013	Uniform allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	93246 Total:	12.95								
	SHOREGAL Total:	93.95								
	Shore Galleries Total:	93.95								
Something's Cooking, Ltd.										
SOMETHIN										
15414	01/25/2013	120.00	0.00	03/05/2013	Dinner for Village Board meeting/2-5-13		-		No	0000
101-100-511-5840	Meals									
15414	01/25/2013	15.00	0.00	03/05/2013	Tip		-		No	0000
101-100-511-5840	Meals									
	15414 Total:	135.00								
	SOMETHIN Total:	135.00								
	Something's Cooking, Ltd. Total:	135.00								
Sun-Times Media/Pioneer Press										
PIONEPRS										
0000486502-01	01/24/2013	403.20	0.00	03/05/2013	Devon TIF		-		No	0000
101-240-517-5510	Advertising									
	0000486502-01 Total:	403.20								
	PIONEPRS Total:	403.20								
	Sun-Times Media/Pioneer Press Total:	403.20								
Thompson Elevator Inspection S										
THOMPSO										
13-0438	02/12/2013	304.00	0.00	03/05/2013	8 semi annual elevator inspections		-		No	0000
101-240-517-5399	Other professional services									
	13-0438 Total:	304.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
THOMPSON Total:		304.00								
Thompson Elevator Inspection S Total:		304.00								
Trans Union Corp										
TRANSU										
01300826	01/25/2013	35.00	0.00	03/05/2013	Credit checks on applicaants		-		No	0000
101-300-512-5399	Other professional services									
	01300826 Total:	35.00								
	TRANSU Total:	35.00								
Trans Union Corp Total:		35.00								
VCG Uniform										
VCGUNIFO										
6438	02/11/2013	109.90	0.00	03/05/2013	Uniform allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	6438 Total:	109.90								
	VCGUNIFO Total:	109.90								
VCG Uniform Total:		109.90								
Welding Supply Inc.										
WELDINGS										
342690	02/07/2013	130.15	0.00	03/05/2013	Helium Tank		-		No	0000
205-571-515-5730	Program supplies									
	342690 Total:	130.15								
	WELDINGS Total:	130.15								
Welding Supply Inc. Total:		130.15								
West Payment Center										
WESTPAY										
826580707	02/01/2013	144.32	0.00	03/05/2013	CLEAR Plus subscription fee		-		No	0000
101-300-512-5399	Other professional services									
	826580707 Total:	144.32								
	WESTPAY Total:	144.32								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
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West Payment Center Total:		144.32								
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Report Total:		185,697.39								
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Accounts Payable To Be Paid Proof List

User: jmm
Printed: 02/27/2013 - 9:16 AM
Batch: 102-03-2013



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Active Electrical Supply Co., ACTIVELE										
10364376-00	02/12/2013	37.52	0.00	03/05/2013	Electrical outlet		-		No	0000
101-420-511-5405	R&M - buildings									
	10364376-00 Total:	37.52								
	ACTIVELE Total:	37.52								
Active Electrical Supply Co., Total:		37.52								
Air One Equipment AIRONE										
85783	02/13/2013	290.00	0.00	03/05/2013	Boots		-		No	0000
101-350-512-5665	Firefighting supplies									
	85783 Total:	290.00								
85906	02/18/2013	102.00	0.00	03/05/2013	Gut belt		-		No	0000
101-350-512-5665	Firefighting supplies									
	85906 Total:	102.00								
	AIRONE Total:	392.00								
Air One Equipment Total:		392.00								
American Charge Service AMERCHAR										
02222013	02/22/2013	132.00	0.00	03/05/2013	Taxi coupons		-		No	0000
205-570-515-5280	Subsidized taxi program									
	02222013 Total:	132.00								
	AMERCHAR Total:	132.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
American Charge Service Total:		132.00								
Castaneda Manuel										
CASTANED										
000756#7537	02/22/2013	88.72	0.00	03/05/2013	Breakfast for workers - Snow Storm		-		No	0000
101-400-511-5730	Program supplies									
	000756#7537 Total:	88.72								
	CASTANED Total:	88.72								
Castaneda Manuel Total:		88.72								
Douglas Truck Parts										
DOUGTK										
52708	02/12/2013	519.76	0.00	03/05/2013	Plow shoes, lite for truck #29		-		No	0000
101-440-513-5480	R&M - vehicles									
	52708 Total:	519.76								
52709	02/12/2013	819.00	0.00	03/05/2013	Truck ramps for PW Shop		-		No	0000
101-410-511-5745	Small tools									
	52709 Total:	819.00								
	DOUGTK Total:	1,338.76								
Douglas Truck Parts Total:		1,338.76								
Golf Mill Ford										
GOLFMILL										
327076P	02/15/2013	84.75	0.00	03/05/2013	Gaskets and valves for truck #29		-		No	0000
205-430-515-5480	R&M - vehicles									
	327076P Total:	84.75								
	GOLFMILL Total:	84.75								
Golf Mill Ford Total:		84.75								
Intoximeters										
INTOXIME										
383187	02/04/2013	1,000.00	0.00	03/05/2013	Intoximeter - Breath analysis		-		No	0000
101-300-512-5560	Printing & copying services									
383187	02/04/2013	1,000.00	0.00	03/05/2013	Intoximeter - Breath analysis		-		No	0000
101-300-512-5599	Other contractual									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
383187	02/04/2013	1,475.00	0.00	03/05/2013	Intoximeter - Breath analysis		-			No 0000
101-300-512-5640	Computer supplies									
383187	02/04/2013	2,400.00	0.00	03/05/2013	Intoximeter - Breath analysis		-			No 0000
101-000-210-2440	DUI Fines Fund									
	383187 Total:	5,875.00								
	INTOXIME Total:	5,875.00								
	Intoximeters Total:	5,875.00								
Lands' End Business Outfitters										
LANDSEND										
SIN553603	02/12/2013	313.75	0.00	03/05/2013	Clothing supplies/ PW Administration		-			No 0000
101-400-511-5730	Program supplies									
	SIN553603 Total:	313.75								
	LANDSEND Total:	313.75								
	Lands' End Business Outfitters Total:	313.75								
Lee Auto Parts										
LEEAUTOP										
442-229108	01/28/2013	36.78	0.00	03/05/2013	Ball bearing for range rover		-			No 0000
101-300-512-5480	R&M - vehicles									
	442-229108 Total:	36.78								
442-229112	01/28/2013	36.78	0.00	03/05/2013	Ball bearing for range rover		-			No 0000
101-300-512-5480	R&M - vehicles									
	442-229112 Total:	36.78								
442-229194	01/28/2013	306.45	0.00	03/05/2013	Oil filter, air filtermm spinon filter		-			No 0000
101-300-512-5480	R&M - vehicles									
	442-229194 Total:	306.45								
442-230076	02/06/2013	17.19	0.00	03/05/2013	Flasher for truck #25		-			No 0000
101-440-513-5480	R&M - vehicles									
	442-230076 Total:	17.19								
442-230077	02/06/2013	106.14	0.00	03/05/2013	Flasher and oil for stock		-			No 0000
101-410-511-5730	Program supplies									
	442-230077 Total:	106.14								
442-231004	02/15/2013	56.39	0.00	03/05/2013	Carpet cleaner and brushes for streets		-			No 0000
101-440-513-5480	R&M - vehicles									
	442-231004 Total:	56.39								
	LEEAUTOP Total:	559.73								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	Lee Auto Parts Total:	559.73								
Malnati Organization										
MALNATI										
23	02/22/2013	239.70	0.00	03/05/2013	Lunch for employees - Snow Storm		-		No	0000
101-400-511-5730	Program supplies									
	23 Total:	239.70								
	MALNATI Total:	239.70								
	Malnati Organization Total:	239.70								
Marc Printing										
MARCP										
02252013	02/25/2013	336.26	0.00	03/05/2013	Postage for mailing resident bills		-		No	0000
660-610-519-5720	Postage									
02252013	02/25/2013	150.88	0.00	03/05/2013	Postage for mailing commercial bills		-		No	0000
660-610-519-5720	Postage									
	02252013 Total:	487.14								
106583	02/13/2013	327.77	0.00	03/05/2013	Envelopes		-		No	0000
101-100-511-5560	Printing & copying services									
	106583 Total:	327.77								
106593	02/15/2013	368.64	0.00	03/05/2013	Mailing of water bills - Feb 2013		-		No	0000
660-610-519-5720	Postage									
	106593 Total:	368.64								
106594	02/15/2013	479.28	0.00	03/05/2013	Mailing of water bills - Jan 2013		-		No	0000
660-610-519-5720	Postage									
	106594 Total:	479.28								
	MARCP Total:	1,662.83								
	Marc Printing Total:	1,662.83								
McKenna Automotive										
MCKENNA										
20120522	01/30/2013	239.64	0.00	03/05/2013	Hydraulic hoses, Hydraulic lift		-		No	0000
101-440-513-5480	R&M - vehicles									
20120522	01/30/2013	56.16	0.00	03/05/2013	Hydraulic hoses, Hydraulic lift		-		No	0000
660-620-519-5480	R&M - vehicles									
	20120522 Total:	295.80								
	MCKENNA Total:	295.80								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
McKenna Automotive Total:		295.80								
Menini Cartage Inc										
MENICRT										
41376	02/13/2013	1,242.56	0.00	03/05/2013	2 loads of sand to fill trenches		-		No	0000
660-620-519-5760	Street materials - Aggregate									
	41376 Total:	1,242.56								
	MENICRT Total:	1,242.56								
Menini Cartage Inc Total:		1,242.56								
Morton Grove Automotive West										
MORTONG										
52229	02/14/2013	125.00	0.00	03/05/2013	Rebuilt alternator for truck #6		-		No	0000
660-620-519-5480	R&M - vehicles									
	52229 Total:	125.00								
	MORTONG Total:	125.00								
Morton Grove Automotive West Total:		125.00								
Northwest Police Academy										
NWPDACAD										
NWPA21413	02/15/2013	50.00	0.00	03/05/2013	Training Seminar		-		No	0000
101-300-512-5590	Training									
	NWPA21413 Total:	50.00								
	NWPDACAD Total:	50.00								
Northwest Police Academy Total:		50.00								
O'Leary's Contractor Equip										
OLEARYS										
78463	02/06/2013	2,015.00	0.00	03/05/2013	Trench compactor		-		No	0000
660-620-519-5745	Small tools									
	78463 Total:	2,015.00								
78515	02/06/2013	835.00	0.00	03/05/2013	Small generator		-		No	0000
660-620-519-5745	Small tools									
	78515 Total:	835.00								
78994	02/14/2013	42.80	0.00	03/05/2013	Saw Blade, U cutter		-		No	0000
101-420-511-5405	R&M - buildings									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	78994 Total:	42.80								
	OLEARYS Total:	2,892.80								
	O'Leary's Contractor Equip Total:	2,892.80								
Oce										
OCE										
987931812	02/12/2013	251.65	0.00	03/05/2013	Maintenence for copier and plotter		-		No	0000
101-210-511-5440	R&M - office equipment									
	987931812 Total:	251.65								
	OCE Total:	251.65								
	Oce Total:	251.65								
Palatine Oil, Co, Inc.										
PALAT										
484933	02/20/2013	802.55	0.00	03/05/2013	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
484933	02/20/2013	1,040.46	0.00	03/05/2013	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
484933	02/20/2013	476.57	0.00	03/05/2013	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
484933	02/20/2013	831.53	0.00	03/05/2013	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
	484933 Total:	3,151.11								
484934	02/20/2013	3,478.76	0.00	03/05/2013	Fuel usage		-		No	0000
101-300-512-5670	Fuel									
484934	02/20/2013	307.11	0.00	03/05/2013	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
484934	02/20/2013	138.95	0.00	03/05/2013	Fuel usage		-		No	0000
101-400-511-5670	Fuel									
484934	02/20/2013	84.93	0.00	03/05/2013	Fuel usage		-		No	0000
101-410-511-5670	Fuel									
484934	02/20/2013	76.44	0.00	03/05/2013	Fuel usage		-		No	0000
101-420-511-5670	Fuel									
484934	02/20/2013	252.07	0.00	03/05/2013	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
484934	02/20/2013	437.22	0.00	03/05/2013	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
484934	02/20/2013	421.60	0.00	03/05/2013	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
	484934 Total:	5,197.08								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	PALAT Total:	8,348.19								
	Palatine Oil, Co, Inc. Total:	8,348.19								
Pomp's Tire Services										
POMPTIRE										
280008115	11/12/2012	469.75	0.00	03/05/2013	Labor for tires on T15		-		No	0000
101-350-512-5480	R&M - vehicles									
	280008115 Total:	469.75								
	POMPTIRE Total:	469.75								
	Pomp's Tire Services Total:	469.75								
ProSafety										
PROSAFET										
2/746480	01/31/2013	1,621.65	0.00	03/05/2013	Spray paint, boots, safety can		-		No	0000
660-620-519-5730	Program supplies									
	2/746480 Total:	1,621.65								
	PROSAFET Total:	1,621.65								
	ProSafety Total:	1,621.65								
Schein Henry										
SCHEIN										
3889027-01	02/07/2013	615.00	0.00	03/05/2013	Child restraint for ambulances		-		No	0000
101-350-512-5770	Training supplies									
	3889027-01 Total:	615.00								
	SCHEIN Total:	615.00								
	Schein Henry Total:	615.00								
Suburban Laboratories, Inc.										
SUBURB										
25304	02/15/2013	67.50	0.00	03/05/2013	Coliform testing and disinfectant		-		No	0000
660-620-519-5320	Consulting									
	25304 Total:	67.50								
	SUBURB Total:	67.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Suburban Laboratories, Inc. Total:		67.50								
Sun-Times Media/Pioneer Press										
PIONEPRS										
498004-01	02/07/2013	24.80	0.00	03/05/2013	UPM cold patch bid proposals		-		No	0000
101-400-511-5510	Advertising									
498004-01 Total:		24.80								
498008-01	02/07/2013	28.00	0.00	03/05/2013	Carpet relacement at Village Hall		-		No	0000
101-400-511-5510	Advertising									
498008-01 Total:		28.00								
498010-01	02/07/2013	28.80	0.00	03/05/2013	Replacement of A/C Roof top unit		-		No	0000
101-400-511-5510	Advertising									
498010-01 Total:		28.80								
498107-01	02/07/2013	23.20	0.00	03/05/2013	Water main replacement		-		No	0000
101-400-511-5510	Advertising									
498107-01 Total:		23.20								
PIONEPRS Total:		104.80								
Sun-Times Media/Pioneer Press Total:		104.80								
Tipton Lisa										
TIPTON										
0222013	02/20/2013	38.00	0.00	03/05/2013	Refund - Tot Rock		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
0222013 Total:		38.00								
TIPTON Total:		38.00								
Tipton Lisa Total:		38.00								
Trans Union Corp										
TRANSU										
11200827	11/25/2012	18.45	0.00	03/05/2013	Employment credit report		-		No	0000
101-200-511-5599	Other contractual									
11200827 Total:		18.45								
TRANSU Total:		18.45								
Trans Union Corp Total:		18.45								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Tyco Integrated Security, LLC										
ADTSS										
90363475	02/09/2013	300.75	0.00	03/05/2013	Alarm system service annual fee		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
	90363475 Total:	300.75								
	ADTSS Total:	300.75								
Tyco Integrated Security, LLC Total:		300.75								
Warehouse Direct										
WAREHOUS										
1845988-0	02/07/2013	47.80	0.00	03/05/2013	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	1845988-0 Total:	47.80								
1846541-0	02/08/2013	45.22	0.00	03/05/2013	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	1846541-0 Total:	45.22								
1851155-0	02/13/2013	150.90	0.00	03/05/2013	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	1851155-0 Total:	150.90								
1853016-0	02/14/2013	21.18	0.00	03/05/2013	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	1853016-0 Total:	21.18								
1855496-0	02/18/2013	15.18	0.00	03/05/2013	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	1855496-0 Total:	15.18								
1859106-0	02/20/2013	122.83	0.00	03/05/2013	Office supplies		-		No	0000
101-300-512-5730	Program supplies									
	1859106-0 Total:	122.83								
1861029-0	02/22/2013	168.00	0.00	03/05/2013	Office supplies		-		No	0000
101-400-511-5730	Program supplies									
	1861029-0 Total:	168.00								
C1851155-0	02/15/2013	-14.70	0.00	03/05/2013	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	C1851155-0 Total:	-14.70								
C1853016-0	02/20/2013	-21.18	0.00	03/05/2013	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	C1853016-0 Total:	-21.18								
	WAREHOUS Total:	535.23								
Warehouse Direct Total:		535.23								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Wiss,Janney,Elstner Associates										
WISS										
250722	02/22/2013	22,628.14	0.00	03/05/2013	Cicero Ave Light poles base evaluation		-		No	0000
213-000-561-5340	Engineering									
	250722 Total:	22,628.14								
	WISS Total:	22,628.14								
Wiss,Janney,Elstner Associates Total:		22,628.14								
Work' N Gear, LLC										
WRKNGEAR										
HA8364	02/05/2013	169.99	0.00	03/05/2013	Clothing Allowance		-		No	0000
205-430-515-5070	Uniform allowance									
	HA8364 Total:	169.99								
HA8675	02/13/2013	79.50	0.00	03/05/2013	Clothing Allowance		-		No	0000
660-620-519-5070	Uniform allowance									
	HA8675 Total:	79.50								
	WRKNGEAR Total:	249.49								
Work' N Gear, LLC Total:		249.49								
Report Total:		50,579.52								

Request For Board Action

REFERRED TO BOARD: March 5, 2013

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Request to Issue a Class S-E Liquor License to the Friends of the Community Center for the 2013 Lincolnwood Fest

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Friends of the Community Center have made a request for a Class S-E Liquor License for use during the Lincolnwood Fest that will take place August 1 through August 4, 2013. The purpose of the request for the S-E Liquor License is to allow the sale of beer and wine in the hospitality tent during the Lincolnwood Fest.

FINANCIAL IMPACT:

None.

DOCUMENTS ATTACHED:

1. Letter Requesting S-E Liquor License

RECOMMENDED MOTION:

Move to approve a request for a Class S-E Liquor License for Friends of the Community Center for the 2013 Lincolnwood Fest.



January 5, 2013

Gerald Turry
Village President
Village of Lincolnwood
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

Dear President Turry,

The Friends of the Lincolnwood Community Center is requesting a temporary license for the dates of August 1 through August 4, 2013, to enable the Friends of the Lincolnwood Community Center to sell beer in the Hospitality Tent during Lincolnwood Fest.

We have obtained and received confirmation of our insurance coverage in the amounts required by both the Village of Lincolnwood and the State of Illinois.

Once we obtain this temporary license from the Village of Lincolnwood, we can proceed with the state application since they require us to provide a copy of the Village license with the state application.

Thank you in advance for your consideration and assistance.

Barbara Faermark
Friends of the Lincolnwood Community Center Committee

Request For Board Action

REFERRED TO BOARD: March 5, 2013

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Solicitation Permit for Misericordia to Conduct Candy Days on the Public Highways Located Within the Village Boundaries on April 26 & April 27, 2013 and an Ordinance Authorizing a Waiver of Non-Commercial Solicitation Permit Card Fees

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village Clerk has received a solicitation permit application for Misericordia's Candy Days. This request is for Misericordia to solicit on the public highways located within the boundaries of the Village. Pursuant to the Solicitors Ordinance, the Village Board must approve all solicitation requests for public highways.

Misericordia is a non-profit organization that has held this Candy Days fundraiser in the Village successfully for many years. The Village Clerk and the Police Department have reviewed the application and found no information that would prohibit the issuance of a permit.

Section 9-12-7(B) of the Village Code, Non-Commercial Solicitation, does not require a permit fee. However, per the fee schedule a \$5.00 fee is charged for each original permit card carried by the specific solicitor. This card identifies the individual as being authorized to solicit on behalf of the particular organization.

Since 2001 the Village Board has waived this for the Misericordia Candy Days Volunteers. This year the Village Board is again being asked to waive the \$5.00 permit card fee for the Candy Days to occur on April 26 & April 27, 2013.

FINANCIAL IMPACT:

None.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Letter requesting a solicitation permit from Misericordia

RECOMMENDED MOTION:

Move to approve a solicitation permit application for Misericordia to conduct Candy Days on the public highways located within the Village boundaries on April 26 & April 27, 2013.

Move to approve an Ordinance authorizing a waiver of the non-commercial solicitation permit card fee.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

AN ORDINANCE AUTHORIZING A WAIVER OF THE NON-COMMERCIAL SOLICITATION ORIGINAL PERMIT CARD FEE

WHEREAS, the Village of Lincolnwood (“Village”), is a Home Rule Municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village as a Home Rule Municipality has the authority to adopt ordinances and to promulgate ordinances, rules and regulations that pertain to its government and affairs and this ordinance is adopted pursuant to the Village’s Home Rule Authority;

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 WAVE SOLICITATION PERMIT CARD FEE. The non-commercial solicitation original permit card fee of \$5.00 per original permit card is hereby waived for solicitation regarding the Misericordia’s Candy Days to be held on April 26 and April 27, 2013.

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 _____, 2013.

AYES: NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2013.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

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

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois



MISERICORDIA

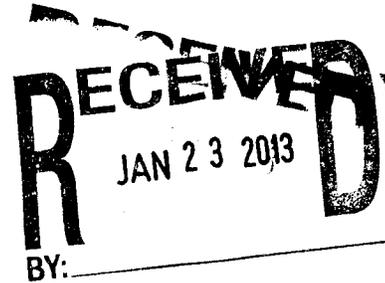
Heart of Mercy
Center

6300 North Ridge • Chicago, IL 60660-1017 • 773-973-6300 • fax 773-973-5214

www.misericordia.org

December 16, 2012

Gerald Turry, Mayor
Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712



Dear Friend:

Once again our wonderful Candy Day volunteers, numbering in the thousands, have begun planning for our annual Misericordia/Jelly Belly Candy Days fundraising event. **The dates for 2013 are Friday and Saturday, April 26 and 27.** We have already received permission from the City of Chicago and we hope to receive written permission from you as well. Each year our volunteers stand in street intersections and in front of heavy pedestrian walkways distributing tags and bags of Jelly Belly Candy while collecting donations.

For some areas, this letter is for information only because they do not grant permits for streets or intersections. For other areas this letter is sufficient for the processing of our permit. All other areas will find the information they require attached to this letter. If you need any additional information or have any questions, please contact Misericordia at the Candy Days Hotline: 773-273-4738 or email candydaypermits@misericordia.com. Permits can be mailed or faxed to Nancy Turry's attention at Misericordia (see address and fax number above).

If you can help, we assure you that this will make a difference in the lives of the 600 children and adults who call Misericordia "Home". They are persons of all races, religions and creeds with disabilities ranging from mild and moderate to severe and profound. Each of them is a gift to us and we are better people because they have touched our lives. The funds we receive from the State cover only a portion of our program costs. This year we must raise \$14 million to cover the cost of programs that are not reimbursed. Our excellent physical and occupational therapy programs and music would not be realities without private contributions. Our vocational, spiritual and recreational programs are also gifts from our friends.

Private donations have allowed us to expand to serve more persons in need. At the present time we have more than 500 people on our waiting list. We know we can never meet all the demands for service but with the help of our friends, we will continue to face the challenges associated with expansion. We have completed our seventh home in the neighboring community and four additional homes on our campus. We have also started and will expand an outreach program for children with disabilities and their families.

For your belief in Misericordia, for your past assistance and your consideration of this request, we are most grateful. God's blessings on you and yours. Merry Christmas and Happy New Year!

Sincerely,

Sister Rosemary, R.S.M.

Sister Rosemary Connelly, R.S.M.
Executive Director

Request For Board Action

REFERRED TO BOARD: March 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 2.02 of the Zoning Ordinance Regarding the Definition of Floor Area for Determining Off-Street Parking and Off-Street Loading Requirements

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In 2012, the Plan Commission began a comprehensive review of off-street parking standards in the Village. For this work, the Commission first recommended a text amendment to the required number of off-street parking spaces for sit-down restaurants. During that discussion, the Plan Commission indicated that the existing method for determining the applicable floor area for determining off-street parking requirements may also need to be reviewed. The Village Board concurred and at the October 2, 2012 Village Board meeting referred a proposed text amendment on this matter to the Plan Commission for public hearing and consideration.

The current definition for Floor Area for determining off-street parking and off-street loading is:

"Floor area", when prescribed as the basis of measurement for off-street parking spaces and off-street loading spaces for any use, shall be the sum of the net horizontal area of the several floors of the building, excluding areas used for accessory off-street parking facilities and the horizontal areas of the basement and cellar floors that are devoted exclusively to uses accessory to the operation of the building. All horizontal dimensions shall be taken from the exterior faces of the walls.

Public Hearing

Although initially scheduled for consideration on November 7, 2012 and then on December 5, 2012, the Plan Commission began their deliberation of this matter at their January 9, 2013 meeting and continued these deliberations to its February 6, 2013 meeting. During these deliberations no public testimony was received.

In its deliberations, the Plan Commission considered research presented on how other communities determine floor area for purposes of calculating required off-street parking. After discussing several different scenarios the Plan Commission reached a consensus that the following areas should be excluded from the floor area used to determine off-street parking:

- Restrooms
- Locker Rooms for Employees

- Hallways
- Stairways
- Elevator Shafts
- Equipment Areas: Including mechanical, telephone and electrical equipment

Accordingly, by a unanimous vote of 5-0, the Plan Commission recommends that the definition of Floor Area (For Determining Off-Street Parking and Off-Street Loading Requirements) be amended to exclude restrooms, locker rooms, hallways, stairways elevator shafts and mechanical equipment areas. 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 Minutes from Plan Commission
 - a. February 6, 2013 (draft)
 - b. January 9, 2013
 - c. December 5, 2012
 - d. November 7, 2012
3. Staff Report to Plan Commission
4. Section 2.02 of the Zoning Ordinance Definition

RECOMMENDED MOTION:

Move to approve an Ordinance approving a Text Amendment to Section 2.02 modifying the definition of Floor Area (For Determining Off-Street Parking and Off-Street Loading Requirements).

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING SECTION 2.02 OF THE VILLAGE OF
LINCOLNWOOD ZONING ORDINANCE MODIFYING DEFINITION OF FLOOR
AREA (FOR DETERMINING OFF-STREET PARKING AND OFF-STREET LOADING)**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF MARCH, 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 2.02 OF THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE MODIFYING DEFINITION OF FLOOR AREA (FOR DETERMINING OFF-STREET PARKING AND OFF-STREET LOADING)

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 2.02 of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), defines Floor Area (For Determining Off-Street Parking and Off-Street Loading Requirements) within the Village; and

WHEREAS, the Village President and Board of Trustees desire to amend Section 2.02 of the Zoning Ordinance in order to exclude certain floor area from the calculation for determining required off-street parking ("**Proposed Amendment**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on October 18, 2012, the Village Plan Commission conducted a public hearing on November, 7, 2012, December 5, 2012, January 9, 2013 and February 6, 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. DEFINITIONS. Section 2.02 of Article II of the Zoning Ordinance shall be amended further, and shall read as follows:

* * *

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

FLOOR AREA (FOR DETERMINING OFF-STREET PARKING AND OFF-STREET LOADING REQUIREMENTS): "Floor area", when prescribed as the basis of measurement for off-street parking spaces and off-street loading spaces for any use, shall be the sum of the net horizontal area of the several floors of the building, excluding:

- areas used for accessory off-street parking facilities
- ~~and~~ the horizontal areas of the basement and cellar floors that are devoted exclusively to uses accessory to the operation of the building
- **restrooms**
- **locker rooms for employees**
- **hallways**
- **stairways**
- **elevator shafts**
- **equipment areas: including mechanical, telephone and electrical equipment**

All horizontal dimensions shall be taken from the exterior faces of the walls.

* * *

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 March, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of March, 2013.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

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

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

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

February 6, 2013

Development Manager Cook stated at the last meeting the Commission discussed in more detail the acceptable masonry materials.

Commissioner Auerbach noted that she wanted to eliminate split faced brick greater than .5 inches in thickness, sealed and coated concrete masonry unit (CMU), and decorative concrete block.

The Commission agreed. The Commission also wanted to change the wording slightly in regards to Unacceptable Materials in Section 6.04(4) “The use of ~~concrete block, split face block,~~ pre-cast panels, and/or masonry stucco is permitted as a minor accent building material, but is ~~strongly discouraged~~ **not permitted** for use as a predominant building material.

Chairman Eisterhold would like Staff to make a final draft and look over at the next meeting. Chairman asked if anyone in the audience wanted to speak. There was none. Commissioner Auerbach made a motion to continue to March 6, 2013 meeting. Seconded by Commissioner Goldfein. Motion carried 5-0.

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 January 9, 2013, December 5, 2012 and November 7, 2012*)

Development Manager Cook summarized other Communities standards and agreed that the most common areas that are excluded. Commissioner Auerbach explained that different uses have different purposes for parking and did not like the way this has been calculated in the past, it needed a change.

Commissioner Yohanna explained that it is different for a one story building rather than a four story building, agreed in eliminating stairway, elevator shaft, and bathrooms.

Chairman Eisterhold noted that it should be specified that an equipment room is a mechanical room, telephone server room, and electrical equipment. The storage area is the most controversial.

Staff and Commissioners recommends excluding from floor area definition for off-street parking:

1. Restrooms & Locker Rooms for Employees
2. Hallways
3. Stairways
4. Elevator Shafts
5. Equipment Areas: Including mechanical, telephone and electrical equipment.

February 6, 2013

Chairman Eisterhold asked if anyone in the audience would like to speak on this matter. There was none. Commissioner Auerbach made a motion to exclude for floor area definition for off-street parking purposes; restrooms and locker rooms for employees, hallways, stairways, elevator shafts, and equipment areas including mechanical, telephone and electrical equipment. Seconded by Commissioner Touras. Motion carries 5-0.

**V. PUBLIC HEARING: Miscellaneous Sections – Zoning Code Text Amendment
Request: Text Amendment to Eliminate References to Building Department,
Building Commissioner and PC/ZBA**

Development Manager Cook explained this is simple text clean-up. Building Department should be changed to Community Development Department. Building Commissioner should be changed to Zoning Officer. PC/ZBA should be changed to Plan Commission and Zoning Board of Appeals because they are two separate bodies now.

Chairman Eisterhold asked if anyone in the audience would like to speak on this matter. There was none. Motion to approve the zoning code clean-up and changing references #1-13 as listed in staff report made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion carries 5-0.

**VI. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Correct Section References**

Development Manager Cook explained that this is a correction of section references of Interpretation of Uses. Section 4.01 Interpretation is incorrect, the correct section is 4.05 Interpretation of Uses.

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 Auerbach. Motion carried 5-0. Aye.

**VII. PUBLIC HEARING: Off-Street Parking Schedule – Zoning Code Text
Amendment
Request: Text Amendment to Modify Land Use Category Office, Medical (In-
Patient Only)**

Development Manager explained that the parking requirement land use listed office medical in-patient only is incorrect. In-patient office is for overnight stay, that is a separate land use. The land use table considers medical office as out-patient only. Staff has concluded this reference to in-patient only is intended to mirror the land use out-patient only.

Chairman Eisterhold asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Goldfein made a motion to make the change for the correct section reference. Seconded by Commissioner Auerbach. Motion carried 5-0 Aye.

January 9, 2013

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

December 5, 2012

Commissioner Sampen made a motion to continue to January 9, 2013 meeting. Seconded by Commissioner Touras. Motion carries 5-0.

**III. 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**

Commissioner Touras made a motion to continue to January 9, 2013 meeting. Seconded by Commissioner Auerbach. Motion carries 5-0.

**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**

Commissioner Sampen made a motion to continue to January 9, 2013 meeting. Seconded by Commissioner Goldfein. Motion carries 5-0.

VI. OTHER BUSINESS:

Chairman reminded all Commissioners to complete the Open Meetings Act requirement.

On January 23, 2013 proposing a workshop to discuss the Purple Hotel Site.

VII. PUBLIC HEARING PROCEDURES:

Commissioner Sampen is concerned that the Petitioner is giving an unlimited amount of time to speak at the Plan Commission Meetings. The public who come out to speak should have a similar amount of time to speak before the Commission. It gives an idea of favoritism. Also, suggest a meeting time cap, proposes 9:30 P.M.

Chairman Eisterhold noted that Petitioners pay for the time and the Commission needs to hear what they need to say. Suggested all Commissioners think about the issues at hand and continue to the January 9, 2013 meeting for further discussion.

VIII. PUBLIC COMMENT: None.

IV. ADJOURNMENT:

The next Plan Commission meeting is scheduled for January 9, 2013 at 7:00 PM. Hearing no further business, Motion to adjourn made by Commissioner Touras. Seconded by Commissioner Goldfein. Motion approved unanimously 5-0. Meeting adjourned at 9:15 PM.

Respectfully submitted,

Lauren Wolf
Community Development Department Coordinator

November 7, 2012

**V. 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**

Commissioner Auerbach made a motion to continue to December 5, 2012 meeting. Seconded by Commissioner Yohanna. Motion carries 6-0.

VI. PUBLIC COMMENT: None.

VII. ADJOURNMENT:

The next Plan Commission meeting is scheduled for December 5, 2012 at 7:00 PM. Hearing no further business, Motion to adjourn made by Commissioner Yohanna. Seconded by Commissioner Touras. Motion approved unanimously 6-0. Meeting adjourned at 9:02 PM.

Respectfully submitted,

Lauren Wolf
Community Development Department Coordinator



Staff Report Plan Commission February 6, 2013

Continued from January 9, 2013, December 5, 2012 and November 7, 2012

Subject Property: N/A (Text Amendment)

Zoning District: Requested action is applicable to all zoning districts but is primarily applicable in non-residential districts.

Requested Action: Text amendment to Article II Part A, Section 2.02 regarding Definition of "Floor Area (For Determining Off-Street Parking and Off-Street Loading Requirements)"

Nature of Request: A text amendment is proposed to the Zoning Code to modify the definition of Floor Area (For Determining Off-Street Parking and Off-Street Loading Requirements).

Petitioner: Village Board

Summary

At the January 9, 2013 Plan Commission meeting, the Commission asked for additional research of communities in closer proximity and of like character to Lincolnwood. To supplement the information from the staff summary provided for the January 9th Plan Commission meeting (found below) staff has provided information from the following communities. Staff could not determine the methods for determining off-street parking based on floor area in Park Ridge or Winnetka. To assist the Plan Commission, the relevant sections which identify which floor areas are not to be included when calculating required off-street parking are in **bold underline**. Staff believes that the research of all communities still reveals that other communities exclude more space (floor area) when calculating Floor Area for purposes of determining off-street parking.

Evanston

FLOOR AREA (GROSS FLOOR AREA): The sum of the gross horizontal areas of the several floors of a building, **except a cellar floor**, measured from the exterior faces of the exterior walls or from the center line of walls separating two (2) buildings. The "floor area" of a building shall also include, but not be limited to, basements, all attic space, finished or unfinished, having five (5) feet or more space from floor to rafters, interior balconies and mezzanines; and enclosed porches or porches covered by a roof suitable for covering a habitable room. **Any space devoted to required off-street parking or loading for the building shall not be included in "floor area."** **The following areas shall be excluded from calculations for "floor area": elevator shafts, stairwells, space used solely for**

heating, cooling, mechanical, electrical and mechanical penthouses, refuse rooms and uses accessory to the building.

Glenview

For the purpose of determining off-street parking and loading requirements, the term "floor area" shall be defined to be the sum of the gross horizontal areas of the several floors of a building, or portion thereof, devoted to a use requiring off-street parking or loading as provided in this article. Such area shall include accessory storage areas located within selling or working space devoted to retailing activities, the production or processing of goods, or business or professional offices. **However, the term "floor area" shall not include floor space devoted primarily to the housing of mechanical or electrical equipment, or storage purposes, except as otherwise noted in this article, nor floor space and ramps, aisles and maneuvering space devoted to off-street parking or loading facilities, nor basement floor space,** other than the area devoted to merchandising activities, the production or processing of goods, business or professional offices, or dwelling uses.

Niles

Floor area—For the purpose of determining off-street parking and off-street loading requirements. The sum of the gross horizontal areas of the several floors of the building, or portions thereof devoted to a use requiring off-street parking or off-street loading, however, **floor area for the purpose of determining off-street parking spaces shall not include floor area devoted to off-street parking or loading facilities including ramps, aisles or maneuvering spaces.** All horizontal dimensions shall be taken from the exterior faces of the exterior walls.

Wilmette

For the purpose of determining off-street parking and loading requirements, "floor area" shall mean the sum of the gross horizontal floor area of the several floors of a building measured from the interior faces of the exterior walls, **excluding areas used for the storage of merchandise or materials, mechanical equipment rooms, rest rooms, and areas used for off-street parking and loading and related aisles, ramps, and maneuvering space.**

Note: The following sections are from staff report distributed for the January 9th Plan Commission meeting. The following are the only modifications

- 1. Identifying the relevant sections of the definitions that exclude certain floor areas when calculating required off-street parking.*
- 2. Changes to the recommended areas to consider excluding based on conversation at the January 9 Plan Commission meeting.*

Summary

Recently the Plan Commission recommended to the Village Board a reduction in the required off-street parking for sit-down restaurants. During that discussion, the Plan Commission identified that the method in determining the floor area for purposes of determining off-street parking may also need to be reviewed. As part of the vote by the Village Board to concur with the Plan Commission's recommendation to reduce the required off-street parking for sit-down restaurants, the Village Board directed the Plan

Commission to hold a public hearing to consider a text amendment to the definition of Floor Area (For Determining Off-Street Parking and Off-Street Loading). In addition to the referral, the Village Board directed the Plan Commission to comprehensively review all off-street parking requirements and associated definitions.

Prior to continuing with a review of the appropriate number of off-street parking spaces for carry-out restaurants and other uses, staff believes reviewing the definition of how floor area is determined is most appropriate. Therefore, at the November 7th Plan Commission meeting, staff intends to focus on a review of the definition of Floor Area only. The definition for Floor Area that is currently in the Zoning Ordinance is:

"Floor area", when prescribed as the basis of measurement for off-street parking spaces and off-street loading spaces for any use, shall be the sum of the net horizontal area of the several floors of the building, excluding areas used for accessory off-street parking facilities and the horizontal areas of the basement and cellar floors that are devoted exclusively to uses accessory to the operation of the building. All horizontal dimensions shall be taken from the exterior faces of the walls.

Off-Street Parking Definition Research

Staff conducted research of other selected Chicago suburbs. Staff focused on the suburbs previously researched as part of the restaurant parking text amendment. Copied below are the applicable definitions from these other communities.

Berwyn

"FLOOR AREA. The gross floor area and the open land area required for service to the public as customers, patrons, clients or patients, including areas occupied by fixtures and equipment used for the display or sale of merchandise. ***FLOOR AREA does not include areas used as restrooms, or areas or parts of areas used principally for nonpublic purposes, such as storage, automobile parking, incidental repairs, processing or packaging of merchandise or show windows, or for offices incidental to the management or maintenance of stores or buildings."***

River Forest

"FLOOR AREA, NET (For Determining Off Street Parking And Loading Requirements): The sum of the net horizontal floor area of the several floors of a building measured from the interior faces of the exterior wall or from the interior faces of walls separating two buildings.

- A. The net floor area of a building shall include:
1. Basement area, when used for other than storage, service facilities or mechanical equipment;
 2. Penthouse area, excluding mechanical spaces;
 3. Attic space having headroom of seven feet or more;
 4. Interior balconies and mezzanines;
 5. Enclosed porches;
 6. Floor area devoted to building storage areas;
 7. **For retail or commercial uses the net floor area of a building shall only include the sales or public floor area.**

- B. The net floor area of a building shall not include:**
- 1. Floor space occupied by mechanical, telephone and electrical equipment, including mechanical spaces;**
 - 2. Stairwells, escalators and elevator shafts;**
 - 3. Public restrooms;**
 - 4. Interior off street parking and loading.”**

Des Plaines

"Floor area" for purposes of measurement for off-street parking spaces shall not include: floor area devoted primarily to storage areas, food preparation areas and bathrooms.”

Bolingbrook

“(B) For Determining Off-Street Parking and Loading Requirements:

The sum of the following areas:

1. floor space devoted to the principal use of the premises, including accessory storage areas located within selling or working space such as counters, racks, or closets;
2. any basement floor area devoted to retailing activities; and
3. floor area devoted to the production or processing of goods or to business or professional offices.

For this purpose, floor area shall not include space devoted primarily to storage purposes (except as otherwise noted herein), off-street parking or loading facilities, including aisles, ramps and maneuvering space or basement floor area other than area devoted to retailing activities, the production or processing of goods, or business or professional offices.”

Morton Grove

“gross floor area and the open land required for service to the public as customers, patrons, clients or patients, including areas occupied by fixtures and equipment used for the display or sale of merchandise. **Floor area does not include areas used as restrooms, or areas or parts of areas used principally for nonpublic purposes, such as storage, automobile parking, incidental repairs, processing or packaging of merchandise or show windows, or for offices incidental to the management and maintenance of stores or buildings.”**

Skokie

Floor area, net (for determining off-street parking and loading requirements).

"Floor area," when prescribed as the basis of measurement for off-street parking and loading spaces for any use, shall be the sum of the gross horizontal area of the basement, and all other floors, **excluding hallways, stairways, elevator shafts, boiler and air conditioning equipment rooms, or areas used for off-street parking facilities.** All horizontal dimensions shall be taken from the exterior faces of the exterior walls, or from the centerlines of walls separating 2 buildings.

A clear trend is evident upon review and comparison of these definitions. Other communities exclude much more space when calculating Floor Area for purposes of determining off-street parking. It is commonplace for communities to exclude certain areas within a business such as restrooms, storage areas, hallways, stairways, etc. Lincolnwood currently makes no similar exclusions other than basement and cellar areas.

Recommendation

Staff believes that based on the research conducted, Lincolnwood is not currently following best practice when it comes to calculating Floor Area for the purposes of determining off-street parking. Therefore, staff recommends an amendment to this definition to exclude certain areas from the calculation. Areas to consider excluding based upon the research include:

1. Restrooms **& Locker Room for Employees**
2. Storage Areas
3. Hallways
4. Stairways
5. Elevator Shafts
6. Equipment Areas: **Including mechanical, telephone and electrical equipment.**
7. ~~Food Preparation Areas~~ **Employee Break Rooms**

FLOOR AREA, GROSS: The sum of the gross horizontal areas of all floors of a building or of such area devoted to a specific use, measured from the exterior face of exterior walls or from the centerline of walls separating two buildings or uses. Gross floor area shall include, without limitation, areas such as:

- a. basement floors;
- b. elevator shafts and stairwells at each floor;
- c. floor spaces and shafts used for mechanical, electrical, and plumbing equipment, except equipment located in a cellar or on the roof;
- d. penthouses;
- e. interior balconies and mezzanines;
- f. enclosed porches; and
- g. floor space used for accessory uses.

When any space has a floor-to-ceiling height of 14 feet or more, each 14 feet of height, or fraction thereof, shall constitute a separate floor, provided, however, for spaces with a sloping or slanting ceiling, only that portion of such space with a floor-to-ceiling height of 14 feet or more shall be treated as a separate floor.

Gross floor area shall exclude the following specific areas:

- a. horizontal area devoted to off-street parking and off-street loading facilities, located in each floor of a building;
- b. cellar floors;
- c. attic floors;
- d. decks and patios;
- e. open, unenclosed porches;
- f. sheds one hundred (100) square feet in area or less;
- g. chimneys projecting not more than two feet from an exterior wall; and
- h. the first two hundred fifty (250) square feet or fifty percent (50%) of the floor area of a detached or attached garage, whichever is less.

FLOOR AREA (FOR DETERMINING OFF-STREET PARKING AND OFF-STREET LOADING REQUIREMENTS): "Floor area", when prescribed as the basis of measurement for off-street

parking spaces and off-street loading spaces for any use, shall be the sum of the net horizontal area of the several floors of the building, excluding areas used for accessory off-street parking facilities and the horizontal areas of the basement and cellar floors that are devoted exclusively to uses accessory to the operation of the building. All horizontal dimensions shall be taken from the exterior faces of the walls.

FLOOR AREA RATIO: The gross floor area of a building divided by the total lot area of the zoning lot on which it is located. For Planned Unit Developments, the floor area ratio shall be determined by dividing the gross floor area of all principal buildings by the total lot area of the development site.

FREESTANDING SIGN: Any sign supported by structural members placed in the ground independently of any other structure on the lot. Freestanding signs include monument signs and pole/pylon signs.

FREIGHT TERMINAL: A building or area in which freight brought by motor truck or railroad freight cars is assembled or stored for routing in intrastate or interstate shipment by motor trucks or railroad freight cars.

FREQUENCY: Signifies the number of oscillations per second in a sound wave and is an index of the pitch of the resulting sound.

FRONT FACE OF FENCE: The face side of a Fence which shows the least amount of structural supports.

FRONT FACING DESIGN FACADE: The facade of a residence which may face the Front Yard Lot Line, or the Corner Yard Lot Line, which contains what would normally be considered the front entrance door to the residence. (See, Diagram E and F following)

FRONT FACING FACADE: Any facade of the principal building which approximately parallels the Front Lot Line and exceeds eight feet (8') in length. (See, Diagram E following).

Request For Board Action

REFERRED TO BOARD: March 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 4.04(3) of the Zoning Ordinance Regarding a Reference to Interpretation of Uses

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since the 2008 comprehensive Zoning Ordinance update, certain reference errors within this Ordinance have been identified. One of these reference errors is found in the language concerning prohibited uses.

Section 4.04(3) of the Zoning Code relates to Prohibited Uses. Within this section however, it misidentifies Section 4.01 as the Interpretation of Uses Section, whereas this section is actually 4.05 of the Zoning Code.

To correct for this inaccurate reference, at the December 4, 2012 Village Board meeting, the Village Board referred a proposed text amendment to the Plan Commission for public hearing and consideration.

At the February 6, 2013 meeting, the Plan Commission considered the recommendation to simply correct the section reference. No public testimony was received on this item. The Plan Commission concurred that the erroneous section reference should be corrected. Accordingly, by a unanimous vote of 5-0, the Plan Commission recommends that the reference found in section 4.04(3) of the Code to the Interpretation of Uses section be corrected.

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 February 6, 2013 Plan Commission Minutes (draft)
3. Staff Report to Plan Commission

4. Section 4.04(3) of the Zoning Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance approving a Zoning Code Text Amendment concerning the correction of an erroneous reference found in Section 4.04(3) of the Zoning Code to the section on Interpretation of Uses.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING SECTION 4.04(3) OF THE
VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING INTERPRETATION OF USES**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF MARCH, 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 4.04(3) OF THE
VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING INTERPRETATION OF USES**

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 4.04(3) 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 4.04(3) of the Zoning Ordinance in order to correct an erroneous Zoning Ordinance section reference to Interpretation of Uses ("**Proposed Amendment**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on January 17, 2013, the Village Plan Commission conducted a public hearing on February 6, 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. USE DISTRICT TABLE. Section 4.04(3) of Article IV of the Zoning Ordinance shall be amended further, and shall read as follows:

"4.04 USE DISTRICT TABLE

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

* * *

(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 4.05 of this Zoning Ordinance ~~Section 4.01 (Interpretation).~~

* * *

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 March, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of March, 2013.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

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

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

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

DRAFT

February 6, 2013

Chairman Eisterhold asked if anyone in the audience would like to speak on this matter. There was none. Commissioner Auerbach made a motion to exclude for floor area definition for off-street parking purposes; restrooms and locker rooms for employees, hallways, stairways, elevator shafts, and equipment areas including mechanical, telephone and electrical equipment. Seconded by Commissioner Touras. Motion carries 5-0.

**V. PUBLIC HEARING: Miscellaneous Sections – Zoning Code Text Amendment
Request: Text Amendment to Eliminate References to Building Department,
Building Commissioner and PC/ZBA**

Development Manager Cook explained this is simple text clean-up. Building Department should be changed to Community Development Department. Building Commissioner should be changed to Zoning Officer. PC/ZBA should be changed to Plan Commission and Zoning Board of Appeals because they are two separate bodies now.

Chairman Eisterhold asked if anyone in the audience would like to speak on this matter. There was none. Motion to approve the zoning code clean-up and changing references #1-13 as listed in staff report made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion carries 5-0.

**VI. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Correct Section References**

Development Manager Cook explained that this is a correction of section references of Interpretation of Uses. Section 4.01 Interpretation is incorrect, the correct section is 4.05 Interpretation of Uses.

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 Auerbach. Motion carried 5-0. Aye.

**VII. PUBLIC HEARING: Off-Street Parking Schedule – Zoning Code Text
Amendment
Request: Text Amendment to Modify Land Use Category Office, Medical (In-
Patient Only)**

Development Manager explained that the parking requirement land use listed office medical in-patient only is incorrect. In-patient office is for overnight stay, that is a separate land use. The land use table considers medical office as out-patient only. Staff has concluded this reference to in-patient only is intended to mirror the land use out-patient only.

Chairman Eisterhold asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Goldfein made a motion to make the change for the correct section reference. Seconded by Commissioner Auerbach. Motion carried 5-0 Aye.



Staff Report Plan Commission February 6, 2013

Subject Property: N/A (Text Amendment)

Requested Action: Text amendment to correct section reference within Zoning Ordinance Article IV Part B the Permitted and Special Uses and Section 4.05.

Nature of Request: A text amendment is proposed to correct erroneous section references for Interpretations.

Petitioner: Village Board

Summary

The Zoning Ordinance Part B pertains to Permitted and Special Uses in Districts. Section 4.04(3) relates to Prohibited Uses:

(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).

The Section reference for Interpretation is incorrect. The Interpretation of Uses Section immediately follows Section 4.04(3). The correct section reference should be Section 4.05 (Interpretation of Uses).

Recommendation

(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 4.05 Interpretation of Uses** ~~Section 4.01 (Interpretation)~~.

Attachments:

1. Zoning Code Excerpt: Article IV Sections 4.04(3) and 4.05

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	

Request For Board Action

REFERRED TO BOARD: March 5, 2013

AGENDA ITEM NO: 5

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 Obsolete Terms

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since adoption of the 2008 Zoning Code, certain changes have occurred in names of commissions, departments and positions which are referenced in this Code. Specifically, the Building Department is now the Community Development Department, the Building Commissioner position has been eliminated with the zoning duties now performed by the Development Manager, and the previously combined Plan Commission/Zoning Board of Appeals is now two Commissions: 1) Plan Commission and 2) Zoning Board of Appeals.

To correct for these obsolete terms referenced in the Zoning Code, at the December 4, 2012 Village Board meeting, the Village Board referred a proposed text amendment to the Plan Commission for public hearing and consideration.

At its February 6, 2013 meeting, the Plan Commission considered staff's recommendation to correct these references. No public testimony was received on this matter. In consideration, the Plan Commission concurred that the identified incorrect references should be corrected. Accordingly, by a unanimous vote of 5-0, the Plan Commission recommends that 1) Building Department should be changed to Community Development Department; 2) Building Commissioner should be changed to Zoning Officer; and 3) the two existing references to Plan Commission/Zoning Board of Appeals (PC/ZBA) should be changed to Plan Commission.

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 February 6, 2013 Plan Commission Minutes (draft)
3. Staff Report to Plan Commission

RECOMMENDED MOTION:

Move to approve an Ordinance approving a Text Amendment regarding the correction of the following obsolete terms found in the Zoning Code: Building Department, Building Commissioner, and Plan Commission/Zoning Board of Appeals.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE
VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING OBSOLETE TERMS**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF MARCH, 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 OBSOLETE TERMS**

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, the Village President and Board of Trustees desire to amend various sections of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**") in order to correct the obsolete terms "Building Department", "Building Commission", and "Plan Commission/Zoning Board of Appeals" ("**Proposed Amendment**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on January 17, 2013, the Village Plan Commission conducted a public hearing on February 6, 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. BUILDING DEPARTMENT REFERENCES. Section 3.13(4)a, Section 3.13(4)b, Section 6.09(2) and Section 6.13(1)g of the Zoning Ordinance shall be amended further, and shall read as follows:

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

Section 3.13(4)a	“a. Installation of new, relocation of more than ten percent (10%) of existing, and replacement of more than twenty-five percent (25%) of fencing on a given Lot, requires the submission of a permit application and issuance of a permit by the Village Building Department <u>Community Development Department.</u> ”
Section 3.13(4)b	“b. Applications for Fence Permits shall contain the application form, a survey of the parcel with current structures and important features shown, photographs of adjoining property taken from the applicant’s property to show the view into the neighbor’s property, and any other photographs deemed necessary by the Village Building Department <u>Community Development Department.</u> ”
Section 6.09(2)	“(2) All residential dwelling units shall contain no more than 10 percent of a non-masonry material on the exterior walls of the second floor elevation, with no more than 50 percent of any facade covered with a non-masonry material; provided, however, that this Section 6.09(2) shall not include dormers and gables. All residential dwelling units shall contain masonry on 100 percent of each first floor elevation or ground levels of such units. All materials for the remaining wall surfaces shall be approved by the Zoning Officer and Building Department <u>Community Development Department</u> staff. The use of EIFS is prohibited on all exterior walls. (Ordinance No 2011-2972)”
Section 6.13(1)g	“g. In conformance with the Schedule of Recommended Plants maintained by the Building Department <u>Community Development Department.</u> ”

* * *

SECTION 3. BUILDING COMMISSIONER REFERENCES. Section 2.02, Section 3.13(6)b, Section 4.04(3), Section 4.09(5), Section 6.09(9), Section 7.06(6)b.i, and Section 7.08(8) of the Zoning Ordinance shall be amended further, and shall read as follows:

* * *

Section 2.02, Definitions, Development Review Team	“ <u>DEVELOPMENT REVIEW TEAM:</u> The Village Building Commissioner, the <u>Zoning Officer</u> , the Village Director of Public Works, the Village Police Chief, and the Village Fire Chief, or their respective designees.”
--	---

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

Section 3.13(6)b	“b. Chain link Fence installed in a Residential District shall be color coated in black, dark bronze, dark green or any other dark color as approved by the Building Commissioner <u>Zoning Officer</u> . Uncoated or galvanized chain link Fences shall not be installed in Residential Districts on or after the effective date of this Section 3.13. However, this regulation shall not apply to chain link or open mesh type Fences accessory to public parks, municipal recreation areas, public schools, and municipal or governmental property.”
Section 4.04(3)	“(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 <u>Zoning Officer</u> in accordance with Section 4.01 (Interpretation).”
Section 4.09(5)	(5) Lighting/Security Lighting: As determined by the Building Commissioner <u>Zoning Officer</u> .”
Section 6.09(9)	When, in the Building Commissioner <u>Zoning Officer</u> opinion such residences as depicted in plans submitted for building permit approval are not of sufficiently dissimilar design, the Building Commissioner shall not issue a building permit for erection of such residence. Plans for the particular residence in question may be resubmitted after they have been modified to accommodate variation in plan, elevation the use of exterior building materials and color.
Section 7.06(6)b.i	“i. In Residential and Business zones all open off-street parking areas (including a driveway used as a parking area) shall be improved with a durable pavement consisting of an all-weather asphalt, concrete pavement surface, pavers, or the equivalent in accordance with Village requirements, unless otherwise approved by the Administrative Officer. Alternative pavers, such as pervious concrete or natural stone, that reduce the overall surface coverage and lessen stormwater runoff are encouraged and may be approved by the the Building Commissioner <u>Zoning Officer</u> and Village Engineer in off-street parking areas, crosswalks, parking stalls, or in drive aisles.”
Section 7.08(8)	“(8) Uses not listed. The Building Commissioner <u>Zoning Officer</u> shall make an administrative decision for parking requirements of uses not specifically listed. Such a decision shall be based on the requirements for similar uses found either inside or outside the corporate limits of the Village.”

* * *

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

SECTION 3. PLANNING AND ZONING COMMISSION AND PZ/ZBA REFERENCES. Section 4.07(8) and Section 10.04(10) of the Zoning Ordinance shall be amended further, and shall read as follows:

* * *

Section 4.07(8)	“(8) Drive-through facilities. Drive-up or through facilities designed for transactions of business from customers' vehicles, and not otherwise permitted to serve any retail or business use otherwise permitted in the District, shall obtain a special use permit. In considering the issuance of a special use permit, the Planning and Zoning Commission <u>Plan Commission</u> and the Village Board shall consider the following, in addition to the other general standards for Special Uses in Article V, Section 5.18.”
Section 10.04(10)	“(10) Security fencing. Telecommunications facilities shall be enclosed by security fencing not less than six feet in height and shall also be equipped with an acceptable anti-climbing device or design; provided, however, that the PZ/ZBA <u>Plan Commission</u> may recommend, and the Village Board of Trustees may grant, a waiver of such requirements, as deemed appropriate.”

* * *

SECTION 4. 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 5. 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 March, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

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

APPROVED by me this _____ day of March, 2013.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

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

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

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

February 6, 2013

Chairman Eisterhold asked if anyone in the audience would like to speak on this matter. There was none. Commissioner Auerbach made a motion to exclude for floor area definition for off-street parking purposes; restrooms and locker rooms for employees, hallways, stairways, elevator shafts, and equipment areas including mechanical, telephone and electrical equipment. Seconded by Commissioner Touras. Motion carries 5-0.

**V. PUBLIC HEARING: Miscellaneous Sections – Zoning Code Text Amendment
Request: Text Amendment to Eliminate References to Building Department,
Building Commissioner and PC/ZBA**

Development Manager Cook explained this is simple text clean-up. Building Department should be changed to Community Development Department. Building Commissioner should be changed to Zoning Officer. PC/ZBA should be changed to Plan Commission and Zoning Board of Appeals because they are two separate bodies now.

Chairman Eisterhold asked if anyone in the audience would like to speak on this matter. There was none. Motion to approve the zoning code clean-up and changing references #1-13 as listed in staff report made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion carries 5-0.

**VI. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Correct Section References**

Development Manager Cook explained that this is a correction of section references of Interpretation of Uses. Section 4.01 Interpretation is incorrect, the correct section is 4.05 Interpretation of Uses.

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 Auerbach. Motion carried 5-0. Aye.

**VII. PUBLIC HEARING: Off-Street Parking Schedule – Zoning Code Text
Amendment
Request: Text Amendment to Modify Land Use Category Office, Medical (In-
Patient Only)**

Development Manager explained that the parking requirement land use listed office medical in-patient only is incorrect. In-patient office is for overnight stay, that is a separate land use. The land use table considers medical office as out-patient only. Staff has concluded this reference to in-patient only is intended to mirror the land use out-patient only.

Chairman Eisterhold asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Goldfein made a motion to make the change for the correct section reference. Seconded by Commissioner Auerbach. Motion carried 5-0 Aye.



Staff Report Plan Commission February 6, 2013

Subject Property: N/A (Text Amendment)

Zoning District: Subject text amendment is applicable to all zoning districts

Requested Action: Text amendment to modify language in sections of Articles II, III, IV, VI, VII, and X in particular Section 3.13.4A; Section 3.13.4B; Section 6.09.2; Section 6.13.1G; Section 2.02; Section 3.13.6B; Section 4.04.3; Section 4.09.5; Section 6.09.9; Section 7.06.6B.i; Section 7.08.8; Section 4.07.8; Section 10.04.10

Nature of Request: Text amendment of modify language from sections of the zoning code

Petitioner: Village Board

Summary

Certain language and references in the zoning code have expired and no longer accurately reflects how the zoning code is administered today. The zoning code refers the Building Department, Building Commissioner, and PC/ZBA (Plan Commission/Zoning Board of Appeals). The Village of Lincolnwood no longer has a Building Department, Building Commissioner, and joint PC/ZBA. Staff recommends changing these terms to accurately reflect current organizational structure and procedures.

Building Department References

Staff recommends modifying sections in the zoning code that say “Building Department” to “Community Development Department”. To correct this, staff recommends:

Section 3.13.4A	“a. Installation of new, relocation of more than ten percent (10%) of existing, and replacement of more than twenty-five percent (25%) of fencing on a given Lot, requires the submission of a permit application and issuance of a permit by the Village Building Department <u>Community Development Department.</u> ”
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Section 3.13.4B	“b. Applications for Fence Permits shall contain the application form, a survey of the parcel with current structures and important features shown, photographs of adjoining property taken from the applicant’s property to show the view into the neighbor’s property, and any other photographs deemed necessary by the Village Building Department <u>Community Development Department.</u> ”
Section 6.09.2	“(2) All residential dwelling units shall contain no more than 10 percent of a non-masonry material on the exterior walls of the second floor elevation, with no more than 50 percent of any facade covered with a non-masonry material; provided, however, that this Section 6.09(2) shall not include dormers and gables. All residential dwelling units shall contain masonry on 100 percent of each first floor elevation or ground levels of such units. All materials for the remaining wall surfaces shall be approved by the Zoning Officer and Building Department <u>Community Development Department</u> staff. The use of EIFS is prohibited on all exterior walls. (Ordinance No 2011-2972)”
Section 6.13.(1)G	“g. In conformance with the Schedule of Recommended Plants maintained by the Building Department <u>Community Development Department.</u> ”

Building Commissioner References

Staff recommends changing “Building Commissioner” to “Zoning Officer”. To correct this, staff recommends:

Section 2.02, Definitions, Development Review Team	“ DEVELOPMENT REVIEW TEAM: The Village Building Commissioner, the <u>Zoning Officer</u> , the Village Director of Public Works, the Village Police Chief, and the Village Fire Chief, or their respective designees.”
Section 3.13.6B	“b. Chain link Fence installed in a Residential District shall be color coated in black, dark bronze, dark green or any other dark color as approved by the Building Commissioner <u>Zoning Officer</u> . Uncoated or galvanized chain link Fences shall not be installed in Residential Districts on or after the effective date of this Section 3.13. However, this regulation shall not apply to chain link or open mesh type Fences accessory to public parks, municipal recreation areas, public schools, and municipal or governmental property.”
Section 4.04.3	“(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 <u>Zoning Officer</u> in accordance with Section 4.01 (Interpretation).”

Section 4.09.5	(5) Lighting/Security Lighting: As determined by the Building Commissioner <u>Zoning Officer</u> .”
Section 6.09.9	When, in the Building Commissioner <u>Zoning Officer</u> opinion such residences as depicted in plans submitted for building permit approval are not of sufficiently dissimilar design, the Building Commissioner shall not issue a building permit for erection of such residence. Plans for the particular residence in question may be resubmitted after they have been modified to accommodate variation in plan, elevation the use of exterior building materials and color.
Section 7.06.6B.i	“i. In Residential and Business zones all open off-street parking areas (including a driveway used as a parking area) shall be improved with a durable pavement consisting of an all-weather asphalt, concrete pavement surface, pavers, or the equivalent in accordance with Village requirements, unless otherwise approved by the Administrative Officer. Alternative pavers, such as pervious concrete or natural stone, that reduce the overall surface coverage and lessen stormwater runoff are encouraged and may be approved by the the Building Commissioner <u>Zoning Officer</u> and Village Engineer in off-street parking areas, crosswalks, parking stalls, or in drive aisles.”
Section 7.08.8	“(8) Uses not listed. The Building Commissioner <u>Zoning Officer</u> shall make an administrative decision for parking requirements of uses not specifically listed. Such a decision shall be based on the requirements for similar uses found either inside or outside the corporate limits of the Village.”

PC/ZBA References

The joint Plan Commission/ZBA (PC/ZBA) was split into two separate bodies. Some sections of the zoning code still refer to the PC/ZBA. To correct this, staff recommends changing PC/ZBA to PC or ZBA where appropriate:

Section 4.07.8	“(8) Drive-through facilities. Drive-up or through facilities designed for transactions of business from customers' vehicles, and not otherwise permitted to serve any retail or business use otherwise permitted in the District, shall obtain a special use permit. In considering the issuance of a special use permit, the Planning and Zoning Commission <u>Plan Commission</u> and the Village Board shall consider the following, in addition to the other general standards for Special Uses in Article V, Section 5.18.”
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Section 10.04.10	“(10) Security fencing. Telecommunications facilities shall be enclosed by security fencing not less than six feet in height and shall also be equipped with an acceptable anti-climbing device or design; provided, however, that the PZ/ZBA <u>Plan Commission</u> may recommend, and the Village Board of Trustees may grant, a waiver of such requirements, as deemed appropriate.”
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Recommendation

Staff believes it is in the best interest of the Village, readers, and interpreters of the zoning code to make the changes to the sections listed above.

Attachments

1. Zoning Code Excerpts: Section 3.13.4A
2. Zoning Code Excerpts: Section 3.13.4B
3. Zoning Code Excerpts: Section 6.09.2
4. Zoning Code Excerpts: Section 6.13.1G
5. Zoning Code Excerpts: Section 2.02 Definitions, Development Review Team
6. Zoning Code Excerpts: Section 3.13.6B
7. Zoning Code Excerpts: Section 4.04.3
8. Zoning Code Excerpts: Section 4.09.5
9. Zoning Code Excerpts: Section 6.09.9
10. Zoning Code Excerpts: Section 7.06.6B.i
11. Zoning Code Excerpts: Section 7.08.8
12. Zoning Code Excerpts: Section 4.07.8
13. Zoning Code Excerpts: Section 10.04.10

Request For Board Action

REFERRED TO BOARD: March 5, 2013

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Section 7.10 of the Zoning Ordinance Regarding Off-Street Parking Schedule

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since the 2008 comprehensive Zoning Ordinance update, certain errors within this Ordinance have been identified. One of these identified errors is regarding an incorrect reference in the Off-Street Parking Schedule for parking standards listed for Medical-Office Use. Specifically, this incorrect reference identifies this parking standard only for “in-patient’ Medical-Office uses whereas the correct appropriate reference ought to be to “out-patient” Medical Office use.

The Village Board referred this matter on December 4, 2012 to the Plan Commission for a public hearing. The Plan Commission held the requisite Public Hearing and considered this matter at its February 6, 2013 meeting, at this meeting, no public testimony was received on this item and the Plan Commission considered staff’s recommendation to correct this erroneous reference to Office, Medical in the Off-Street Parking Schedule Table. The Plan Commission concurred that the erroneous land use reference should be corrected. Accordingly, by a unanimous vote of 5-0, the Plan Commission recommends that the Office, Medical reference as found in Article VII, Section 7.10 Off-Street Parking Schedule Table relative to Offices, Medical (in-patient only) be changed to read to Offices, Medical (out-patient only).

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 February 6, 2013 Plan Commission Minutes (draft)
3. Staff Report to Plan Commission
4. Article VII Section 7.10 and Table 7.10.01 of the Zoning Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance Granting a Text Amendment concerning Offices, Medical land use reference in the Off-Street Parking Schedule Table.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING SECTION 7.10 OF THE VILLAGE
OF LINCOLNWOOD ZONING ORDINANCE REGARDING OFFICE, MEDICAL (IN-
PATIENT ONLY) REFERENCE IN THE OFF-STREET PARKING SCHEDULE TABLE**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF MARCH, 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 7.10 OF THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE REGARDING OFFICE, MEDICAL (IN-PATIENT ONLY) REFERENCE IN THE OFF-STREET PARKING SCHEDULE TABLE

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 7.10 of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), references off-street parking requirements for certain land uses within the Village; and

WHEREAS, the Village President and Board of Trustees desire to amend Section 7.10 of the Zoning Ordinance in order to correct an erroneous Office, Medical (In-Patient only) land use reference in the Off-Street Parking Schedule Table ("**Proposed Amendment**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on January 17, 2013, the Village Plan Commission conducted a public hearing on February 6, 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. OFF-STREET PARKING SCHEDULE TABLE. Table 7.10.01 of Article VII of the Zoning Ordinance shall be amended further, and shall read as follows:

* * *

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

Office, Medical (~~In~~Out-Patient only)

* * *

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 March, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of March, 2013.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

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

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

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

February 6, 2013

Chairman Eisterhold asked if anyone in the audience would like to speak on this matter. There was none. Commissioner Auerbach made a motion to exclude for floor area definition for off-street parking purposes; restrooms and locker rooms for employees, hallways, stairways, elevator shafts, and equipment areas including mechanical, telephone and electrical equipment. Seconded by Commissioner Touras. Motion carries 5-0.

**V. PUBLIC HEARING: Miscellaneous Sections – Zoning Code Text Amendment
Request: Text Amendment to Eliminate References to Building Department,
Building Commissioner and PC/ZBA**

Development Manager Cook explained this is simple text clean-up. Building Department should be changed to Community Development Department. Building Commissioner should be changed to Zoning Officer. PC/ZBA should be changed to Plan Commission and Zoning Board of Appeals because they are two separate bodies now.

Chairman Eisterhold asked if anyone in the audience would like to speak on this matter. There was none. Motion to approve the zoning code clean-up and changing references #1-13 as listed in staff report made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion carries 5-0.

**VI. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Correct Section References**

Development Manager Cook explained that this is a correction of section references of Interpretation of Uses. Section 4.01 Interpretation is incorrect, the correct section is 4.05 Interpretation of Uses.

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 Auerbach. Motion carried 5-0. Aye.

**VII. PUBLIC HEARING: Off-Street Parking Schedule – Zoning Code Text
Amendment
Request: Text Amendment to Modify Land Use Category Office, Medical (In-
Patient Only)**

Development Manager explained that the parking requirement land use listed office medical in-patient only is incorrect. In-patient office is for overnight stay, that is a separate land use. The land use table considers medical office as out-patient only. Staff has concluded this reference to in-patient only is intended to mirror the land use out-patient only.

Chairman Eisterhold asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Goldfein made a motion to make the change for the correct section reference. Seconded by Commissioner Auerbach. Motion carried 5-0 Aye.



Staff Report Plan Commission February 6, 2013

Subject Property: N/A (Text Amendment)

Requested Action: Text amendment to correct use category reference within the Off-Street Parking Schedule table Article VII Section 7.10 and Table 7.10.01.

Nature of Request: A text amendment is proposed to correct incorrect and inconsistent land use reference to Office, Medical (in-patient only) as found in the Off-Street Parking Schedule.

Petitioner: Village Board

Summary

Zoning Ordinance Section 7.10 contains regulations for off-street parking of the various land use categories. The land use categories reflect those uses identified in the Permitted and Special Uses found in Table 4.01.1 of the Zoning Ordinance. The proposed text amendment relates to medical offices. The land use table differentiates between medical offices largely based on whether the patient is treated the same day or if overnight stay is needed.

In administering the Ordinance staff has noted that the land use reference, Office, Medical (in-patient only) as found in the Off-Street Parking Schedule is incorrect. In-patient care is commonly defined as care in which someone is admitted to a clinic or hospital for a period of time. The Lincolnwood Zoning Ordinance defines this type of land use as a Medical Clinic or a Hospital. The Off-Street Parking Schedule Table includes parking requirements for these uses. The same table however does not contain any off-street parking standard for Office, medical, outpatient only. This use is included in the Permitted and Special Uses Table however there is no parking standard in the Off-Street Parking Schedule. As a result, staff has determined that the land use reference in the Off-Street Parking Schedule; Office, Medical (in-patient only) is an error and the intended land use category should read Office, Medical (out-patient only). This modification would bring the off-street parking table and the land use table into greater consistency.

Attachments:

1. Zoning Ordinance Excerpt: Article IV Table 4.01.1
2. Zoning Ordinance Excerpt: Article VII Table 7.10.01

Use Category	Required Parking Space
	2 employees
School, nursery, kindergarten - junior High	1 space for each faculty member and one for each other full-time employee + 1 space/20 students
School, senior high school	1 space for each 6 students, based on maximum number/building design capacity & 1 space per each employee
Health Services	
Hospital	1 space per bed for 100 beds or less, 1.1 spaces per bed for 101 to 300 beds, 1.2 spaces per bed for 301 to 500 beds, 1.3 spaces per bed for over 500 beds
Massage therapy	4 spaces per 1,000 SF of GFA
Medical clinic	5 spaces per 1,000 SF of GFA
Office, Medical (in-patient only)	4 spaces per 1,000 sq ft of GFA
Planned Development	Negotiated during PUD process, should be based on standards for specific uses in this schedule
Religious use	1 parking space 4 seats in the main assembly area
Utilities	1 space per 2 employees

(Ordinance No 2011-2948)

Request For Board Action

REFERRED TO BOARD: March 5, 2013

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Awarding a Bid for the Purchase and Installation of One Rooftop Cooling Unit, a Duplex Air System Compressor and Two-Three Ton Carrier Ductless Split Systems in the Amount of \$109,274 to Emcor Services Team Mechanical

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village Hall's heating ventilation and air conditioning equipment (HVAC) is approximately 23 years old. On January 31, 2011 at a Budget Workshop staff presented a phased plan to replace the HVAC equipment (roof top units and compressor) at the Village's Police and Fire Building, Village Hall and Public Works Department. The plan was presented due to the age of the equipment which resulted in frequent repairs. In addition, staff received notification from the Village's HVAC maintenance company that they would no longer be able to provide the Village with an inclusive parts and labor contract due to the age of the equipment and discontinued parts. As such staff presented the replacement schedule listed below to the Village Board:

- Fiscal Year 2011-2012 Police and Fire Building- *Completed*
- Fiscal Year 2012-2013 Village Hall
- Fiscal Year 2013-2014 Public Works Building- *Completed (emergency repair)*

On February 7, 2013 the Village requested bids for the purchase and installation of one rooftop cooling unit, a duplex air system compressor and two-three ton Carrier ductless split systems for the Village Hall. Bid notices were posted in the Dodge Report and in the Pioneer Press. On February, 15, 2013 a mandatory pre-bid meeting was held. Five contractors were in attendance. On February 22, 2013 the Village received four bids.

A detailed breakdown of the 2013 bid results can be found on the next page.

Vendor	Vendor Location	Total Contract Price
Core Mechanical, Inc.	Chicago, IL	\$103,481.00
Emcor Services Team Mechanical	Buffalo Grove, IL	\$109,274.00
Amber Mechanical Contractors, Inc.	Alsip, IL	\$110,500.00
Hayes Mechanical	Chicago, IL	\$113,300.00

Staff has reviewed the lowest bid from Core Mechanical, Inc. and found that they are not the lowest responsible bidder for the reasons listed on the following page.

Work History

The work history provided by them is not comparable to the work specified within the Village's bid documents. Staff has confirmed this by contacting the references that were listed. The Village's project specifications require that a 40 Ton unit be installed. Core Mechanical, Inc. only provided one reference that had a 40 Ton unit installed. This work was completed approximately three years ago.

Company Longevity

The company has only been in business for six years and does not have the years of experience with installation of large roof top units such as the 40 Ton unit that will be installed at the Village Hall. This is evidenced by the references that were provided.

Qualified Subcontractors

The company does not utilize a roofer to perform the restoration that is required for the installation. They perform the repairs in-house. This is concerning because if the roof is not repaired correctly problems could arise in the future with the potential for leaks within the building.

For the reasons listed above Core Mechanical, Inc. is not the lowest responsible bidder.

Staff is recommending awarding the bid to the second lowest bidder, Emcor Services Team Mechanical. Emcor Services Team Mechanical has been the Village's maintenance contractor for the last 15 years. They also installed the same rooftop unit as the one within this bid at the Police and Fire Department Buildings during the summer of 2012. They have consistently provided quality service in a timely manner to the Village.

The new HVAC equipment will be energy efficient. Staff researched green options for the replacement of the existing system and found that replacing the existing unit with an energy efficient one is the most cost effective option. More extensive green options such as geothermal systems would require a major infrastructure improvement that would be cost prohibitive.

FINANCIAL IMPACT:

\$200,000 is budgeted in the fiscal year 2012/2013 Village Campus Improvement Fund for the replacement of the HVAC equipment.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Bid Proposal
3. Proposed Agreement

RECOMMENDED MOTION:

Move to approve a Resolution approving the award of a contract for the purchase and installation of rooftop air conditioning equipment for Village Hall to Emcor Services Team Mechanical, of Buffalo Grove, IL.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2013-_____

**A RESOLUTION APPROVING THE AWARD OF A CONTRACT
FOR THE PURCHASE AND INSTALLATION OF
ROOFTOP AIR CONDITIONING EQUIPMENT FOR VILLAGE HALL
TO EMCOR SERVICES TEAM MECHANICAL, OF BUFFALO GROVE, ILLINOIS**

WHEREAS, the Village sought bids for the award of a contract for the purchase and installation of rooftop air conditioning equipment on the Village Hall building at 6900 North Lincoln Avenue in the Village ("*Contract*"); and

WHEREAS, the Contract requires that a specific type and size of air-conditioning equipment be installed on the roof of the Village Hall, and that substantial rooftop repairs be completed as part of the work under the Contract; and

WHEREAS, the lowest price bidder for the Contract has limited experience in projects involving the type and size of equipment required by the Village for the Contract, and does not utilize a specialized roofing subcontractor for the rooftop repairs required as part of the work under the Contract; and

WHEREAS, the second-lowest price bidder for the Contract, Emcor Services Team Mechanical, of Buffalo Grove, Illinois ("*Emcor*"): (i) has provided satisfactory service as the Village's maintenance contractor for the last 15 years; and (ii) successfully installed similar equipment on the rooftops of the Village Police Department and Fire Department buildings in 2012; and

WHEREAS, the Village President and Board of Trustees have determined that Emcor is the most qualified and lowest responsible bidder for the Contract, based upon its price bid for the Contract, its experience, and its history of providing quality similar work for the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Emcor 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 Emcor 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 Emcor; 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.

PASSED this ___ day of March, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of March, 2013.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

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

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

#12540824_v1

EXHIBIT A
CONTRACT

VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE CONSTRUCTION OF

ONE ROOFTOP HEATING AND COOLING UNIT, A DUPLEX AIR SYSTEM
COMPRESSOR, AND A 2-3 TON CARRIER DUCTLESS SPLIT SYSTEM

BIDDER'S PROPOSAL

Full Name of Bidder EMCOR SERVICES TEAM MECHANICAL ("Bidder")
Principal Office Address 431 LEXINGTON DR BUFFALO GROVE IL 60089
Local Office Address SAME AS ABOVE
Contact Person RALPH FEIFER Telephone 847-229-7680

TO: Village of Lincolnwood ("Owner")
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712

Attention: Manuel Castaneda, Director of Public Works

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 set of documents, including Addenda Nos. (), which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

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 included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("*Work Site*") and in the manner described and specified in the 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 replacement of two roof top heating and cooling units and a duplex air system compressor; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds

PROPOSAL

and all certificates and policies of insurance specified in the 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 provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

- (1) For providing, performing, and completing all Work related to _____ the replacement of one roof top heating and cooling units and a dual air system compressor the total sum of:

ONE HUNDRED NINE THOUSAND TWO HUNDRED SEVENTY FOUR Dollars and 00 Cents
(in writing) (in writing)
\$ 109,274 Dollars and 00 Cents
(in figures) (in figures)

- (2) For providing, performing, and completing all Work related to the replacement of one roof top heating and cooling unit the sum of the

PROPOSAL

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:

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	Approximate <u>Number of Units</u>	Price <u>Per Unit</u>
Carrier Model #48P3D040610Q3YT6LD	1	1	\$ <u>78,950⁰⁰</u>
A Duplex system Compressor	1	1	\$ <u>9,187⁰⁰</u>
2-3 Ton Carrier ductless split system	1	2	\$ <u>21,135⁰⁰</u>

TOTAL CONTRACT PRICE:

ONE HUNDRED NINE THOUSAND TWO HUNDRED SEVENTY FOUR Dollars and 00 Cents
 (in writing) (in writing)

\$ 109,274 Dollars and 00 Cents
 (in figures) (in figures)

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. *The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;*
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. 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 are included in this Schedule of Prices; and

PROPOSAL

4. 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 are included in this Schedule of Prices.

All claim or right to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "***Commencement Date***" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "***Completion Date***" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion**. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred**. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified**. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance**. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of \$ 3500⁰⁰ dollars ("*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, 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 to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

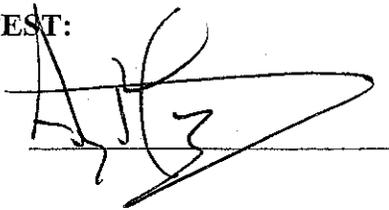
Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

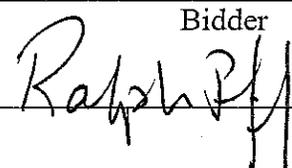
10. Bidder's Obligations

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 Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 18 day of FEBRUARY, 2013.

ATTEST:

By: 

By: 

Bidder

Title: ACCOUNT MGR.

Title: V.P.

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE CONSTRUCTION OF

ONE ROOFTOP HEATING AND COOLING UNIT, A DUPLEX AIR SYSTEM
COMPRESSOR, AND A 2-3 TON CARRIER DUCTLESS SPLIT SYSTEM

BIDDER'S SWORN ACKNOWLEDGEMENT

NAME OF DEPONENT]
("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 Acknowledgement 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 DELAWARE, that is qualified to do business in the State of Illinois, and that is operating under the legal name of EMCOR SERVICES TEAM MECHANICAL.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>ROBERT DUESSEL</u>	<u>431 LEXINGTON</u>
Vice President	<u>AL MARZES</u>	<u>BUFFALO GROVE IL</u>
Secretary	<u>FRANK DONIGAN</u>	_____
Treasurer	<u>EDWARD J. DARTZOWKI</u>	_____

2. Partnership N/A

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of ___/___/___ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Individual N/A

Bidder is an individual whose full name is _____ whose residence address is and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows: [TRADE OR ASSUMED NAME].

4. Joint Venture N/A

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of __/__/__ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 18th day of Feb, 2013.

ATTEST:

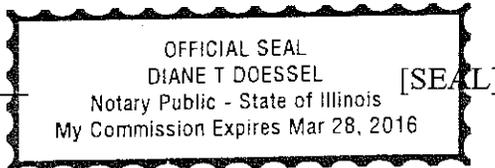
By: [Signature]
Title: Account MGR.

By: Ralph Pfl
Title: V.P.
Bidder

Subscribed and Sworn to
Before me this 18th day
of Feb, 2013.

My Commission Expires: 3/28/16

[Signature]
Notary Public

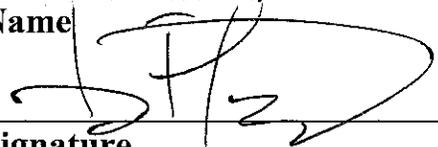


**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

Addendum #1 Village Hall HVAC Replacement

The Duplex Air System Compressor listed within the specifications must be a Quincy Compressor Model # QC00706D (QTS3QCB).

This addendum must be signed and returned with the bid proposal which is due on February 22, 2013 at 10:00 a.m.

<u>Tony Ratzon</u>	<u>2/20/13</u>
Name	Date
	<u>2/20/13</u>
Signature	Date

EMCOR SERVICES TEAM MECHANICAL

Business Name



431 Lexington Drive
Buffalo Grove Il 60089
Phone: (847)229-7621
Fax(847)229-7699:

Village of Lincolnwood
6900 North Lincoln Ave.
Lincolnwood Il 60712

Mr. Manuel Castaneda,

Below you will find a list of References which we have installed rooftop units (40) tons and above.

- TRANSWESTERN MR. PETE MICELI 847-240-0707

We installed (2) Two 150 ton rooftop units.

- KENSINGTON MR. BOB GAUL 630-689-0119

We installed (8) Eight 110 ton rooftop units.

- SIEMENS MR. DAVE JAYSON 630-688-6576

We installed (1) One 35 ton rooftop unit.

(1) One 60 ton rooftop unit.

Thank you for your consideration, please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Pritzen". The signature is written over a horizontal line that extends across the width of the signature area.

Tony Pritzen
847-229-7621

CONTRACT BETWEEN
THE VILLAGE OF LINCOLNWOOD
AND

FOR THE CONSTRUCTION OF
ONE ROOFTOP HEATING AND COOLING UNIT, A DUPLEX AIR SYSTEM
COMPRESSOR AND A 2-3 TON CARRIER DUCTLESS SPLIT SYSTEM

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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 (“*The Owner*”), and _____, _____ a Construction Company (“*Contractor*”), make this Contract as of the _____ day of _____, 2012, 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 The 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 The Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to The Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by The 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 The Owner and Contractor.

C. Time of Submission and the Owner's Review. All Required Submittals shall be provided to The 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 the Owner's sole opinion, to permit The 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. The 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 The Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until The Owner have completed review of such submittal with no exception noted. The 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 The 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 The Owner in its sole and absolute discretion.

Contractor shall promptly notify The 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 The Owner, then the subsequent decision of The 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 The 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 The Owner, or is or has been otherwise made available to Contractor by The Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. The Owner assume 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 The 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 The 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 The 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 The 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 The Owner, repair or replace, to the satisfaction of The 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 The 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 The Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, The Owner. The 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 The Owner, Contractor shall immediately upon notice from The 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

The Owner shall have the right to perform or have performed such other work, as The 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 The Owner and other contractor's 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

The 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 The Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. The 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 The Owner have or may acquire any interest and to dispose of such property in such manner as may be directed by The Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, The 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 The Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

The Owner shall have the right, by written order executed by The 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 The 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 The Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by The Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by The 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 The 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 The 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 The Owner and assigning said warranty or guaranty to The Owner. Acceptance of any assigned warranties or guaranties by The 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 The Owner's Right to Correct

If, within two business days after The 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 The 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, The 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, The 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 The Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to The 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 The 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 The 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 The Owner.

4.4 Kotecki Waiver

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Owner from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Owner's own negligence.

ARTICLE V **PAYMENT**

5.1 Contract Price

The 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

The 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 The Owner a pay request in the form provided by The Owner (“*Pay Request*”). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. The 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 The 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 The Owner, Contractor shall notify The 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 The Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of

Contractor's Notice of Completion, The 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, The 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 The Owner a properly completed final Pay Request in the form provided by The Owner ("**Final Pay Request**"). The 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 The Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of The 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 The 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 The 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 The Owner's request and in any event prior to Final Payment, furnish to The Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of The Owner, that no lien against the Work or the public funds held by The 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, The Owner shall have the right to retain from any money payable hereunder an amount that The 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 The 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. The 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 The Owner shall have no obligation

to apply such funds to such removal but may, nevertheless, do so where The Owner's interests would thereby be served.

5.6 Deductions

A. The Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of The Owner's other rights or remedies, The 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 The 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 The 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 The Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of The Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. The 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 The Owner. The 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 The 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 The Owner, Contractor may notify The 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 The Owner, without regard to such dispute or objection. Unless Contractor so notifies The 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.

6.2 Contractor's Remedies

If The 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 The 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 The 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. The Owner may require Contractor, within such reasonable time as may be fixed by The 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. The 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 The Owner in connection therewith.
3. The 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. The Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. The 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 The Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to The Owner without any further action being required, but The 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. The 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 The Owner as the result of any Event of Default or as a result of actions taken by The Owner in response to any Event of Default.
8. The Owner may recover any damages suffered by The Owner.

6.4 The 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 The 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 The Owner under Section 1.15 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon The 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 The Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between The 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 The 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 The Owner for all loss or damage that The Owner may suffer thereby, and this Contract shall, at The 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 The Owner, which approval may be withheld in the sole and unfettered discretion of The Owner; provided, however, that The 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. The 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 The 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 The 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 The Owner, nor any order by The 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 The Owner, nor any extension of time granted by The Owner, nor any delay by The Owner in exercising any right under this Contract, nor any other act or omission of The 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 The 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:

ATTN: _____

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 The 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 The 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 hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under state law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the contractor/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the owner or the architect on request.

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 The Owner. If The 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 The 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 The Owner shall have the right to make such substitution, or The Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from The 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 supersedes 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, The 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 Manager

ATTEST:

Name of Contractor

By: _____

By: _____
Name

Title: _____

Title: _____
Title

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 _____, 20__.

ATTEST:

Contractor

By: _____

By: _____
Name

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

2. **Work Site:**

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations.

4. **Commencement Date:**

5. **Completion Date:**

, 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

ATTACHMENT A

\$_____ disease-policy limit

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)

ATTACHMENT A

- Bodily Injury and Property Damage

“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. The Owner as Additional Insured. The 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. The 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 The 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 The Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to The Owner (“*Breakdown Schedule*”).

ATTACHMENT A

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 The Owner. No payment shall be made for any lump sum item until Contractor has submitted, and The Owner has approved, an acceptable Breakdown Schedule.

The 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 The Owner, The Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on The 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 The 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 The Owner. The number of units of Unit Price Items stated in the Schedule of Prices are The 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 The 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 The Owner or between Contractor and any third party.

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

ATTACHMENT A-1
SCHEDULE OF PRICES

ATTACHMENT B

ATTACHMENT C- Drawings

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 6:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 7:00 a.m. or proceed after 12:00 p.m. without specific permission of the Village Engineers.

APPENDIX 1

PREVAILING WAGE ORDINANCE

Request For Board Action

REFERRED TO BOARD: March 5, 2013

AGENDA ITEM NO: 8

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to (A) Award a Proposal to Stanley Consultants to Perform Phase I Engineering for a Bicycle/Pedestrian Overpass at Touhy Avenue on the Com-Ed ROW, (B) Authorize the Village President to Execute both a Preliminary Engineering Agreement for Federal Participation and a Local Agency Agreement for Federal Participation for Phase I Engineering for a Bicycle/Pedestrian Overpass at Touhy Avenue on the Com-Ed ROW

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On October 21, 2011 the Village received a notice from the Chicago Metropolitan Agency for Planning that Congestion Mitigation and Air Quality (CMAQ) grant funds were awarded for the construction of the Union Pacific Railroad bike path and the construction of a bike overpass at Touhy Avenue on the Com-Ed ROW. The total grant awarded was for 80% of the costs of the entire project, with the Village responsible for a 20% match.

On September 20, 2012 the Village solicited request for qualifications (RFQ) from structural engineering firms to perform Phase I Engineering work for the design of the Touhy Avenue Overpass. On October 18, 2012 11 proposals were received. Steve Bercz of GeWalt Hamilton Associates performed the initial review of the proposals. The qualified firms were narrowed down to six. Staff met to evaluate the firms and determine which three would be interviewed. The team reviewed the proposals utilizing the metric that was provided within the specifications. The six firms were reviewed using the following point system:

- Project Approach- 40 points
- Project Team- 40 points
- Overall Qualifications- 20 points

The scoring for the firms was as follows:

Firm	Project Approach	Project Team	Project Experience	Total
Exp US Services	35	30	15	85
AMEC	35	30	18	83

Stanley Consultants	33	30	19	82
CivilTech	33	30	18	81
Lochner	30	33	18	81
Primera	30	35	15	80
Ty-Lin	20	25	15	60

The top three firms were scheduled for interviews with staff. The interview consisted of a 15 minute presentation along with a 45 minute question and answer session.

Over the dates of November 7 and 8 of 2012 staff interviewed the top three firms. Upon concluding the interviews staff agreed that Stanley Consultants was the preferred vendor. Provided below is a summary of some of the reasons that staff concluded that Stanley Consultants is the preferred vendor:

- Completed many Phase I Engineering designs for CMAQ grants
- Constructed numerous pedestrian overpasses
- Retained a subcontractor Architecture firm that has conveyed a vision for the overpass
- Project Engineer with over 25 years of experience

Once staff selected Stanley Consultants as the preferred vendor they began negotiating a cost proposal with the firm. The Village received CMAQ funding in the amount of \$88,000 for Phase I with a Village match of \$22,000 for a total of \$110,000 for Phase I. Staff received an initial cost proposal from Stanley Consultants in the amount of \$210,598.16. Over a series of two months staff negotiated with Stanley to obtain a final proposal in the amount of \$169,498.93.

On January 31, 2013 staff requested additional funding from CMAQ to assist with paying for the additional \$59,498.93. On February 14, 2013 CMAQ approved the additional funding request. The new CMAQ grant funding for Phase I is as follows:

- Federal Funding- \$141,519.83
- Village Funding- \$35,379.96

The total funding for the project is \$176,899.79. This is \$7,400.86 over the proposed amount from Stanley Consultants. This additional amount was recommended by Steve Berecz of Gewalt Hamilton Associates as a contingency.

Once the attached agreements are executed they will be submitted to Illinois Department of Transportation (IDOT) for signatures. Upon receiving the executed agreements from IDOT Stanley Consultants will begin Phase I engineering for the overpass.

FINANCIAL IMPACT: \$56,000 has been budgeted in the FY 12/13 Com-Ed ROW Bike Path Fund for engineering costs.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Preliminary Engineering Agreement for Federal Participation
3. Proposed Local Agency Agreement for Federal Participation
4. Stanley Consultants Proposal

RECOMMENDED MOTION:

Move to approve a Resolution approving agreements for the Touhy Avenue Bicycle/Pedestrian Overpass project.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2013-_____

**A RESOLUTION APPROVING AGREEMENTS FOR THE TOUHY AVENUE
BICYCLE/PEDESTRIAN OVERPASS PROJECT**

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 Illinois Department of Transportation ("*IDOT*") issues grants through the Congestion Mitigation and Air Quality Program ("*CMAQ*") for surface transportation improvements designed to improve air quality and mitigate congestion

WHEREAS, the Village has obtained a CMAQ grant from IDOT to support the construction of a bicycle and pedestrian overpass over Touhy Avenue ("*Project*"); and

WHEREAS, in September 2012, the Village issued a request for qualifications from structural engineering firms to provide Phase I engineering services in support of the Project ("*Services*"); and

WHEREAS, the Village has determined that Stanley Consultants, of Chicago, Illinois ("*Stanley*"), is most qualified among the firms that provided qualifications for the provision of the Services to the Village for the Project; and

WHEREAS, in order to commence the engineering Services necessary for the Project and to receive the CMAQ grant, IDOT requires that the Village enter into: (i) a local agency agreement with IDOT, establishing the guidelines for the use of the CMAQ grant and the respective responsibilities of the Village and IDOT for the funding and completion of the Services and the Project; and (ii) a preliminary engineering services agreement with Stanley for the provision of the Services for the Project (collectively, the "*Agreements*"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to enter into the Agreements with IDOT and Stanley;

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 AGREEMENTS. The Agreements by and between the Village and IDOT, and by and between the Village and Stanley, shall be, and are hereby, approved in substantially the forms attached to this Resolution as **Group Exhibit A**.

SECTION 3. EXECUTION OF AGREEMENTS. The Village President and Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the Agreements 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.

PASSED this ___ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ___ day of _____, 2013.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

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

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

GROUP EXHIBIT A

AGREEMENTS

Local Agency Village of Lincolnwood	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Stanley Consultants
County Cook				Address 8501 W. Higgins Road, Ste 730
Section 12-00059-00-BR				City Chicago
Project No. CMM-4003(023)				State IL
Job No. P91-435-12				Zip Code 60631
Contact Name/Phone/E-mail Address Ashley Engelmann/(847)745-4859/aengelmann@lwd.org	Contact Name/Phone/E-mail Address Paul Schneider/(773)693-9624/schneiderpaul@stanleygroup.com			

THIS AGREEMENT is made and entered into this 25 day of February, 2013 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Touhy Avenue Ped/Bike Bridge Route Touhy Ave Length _____ Structure No. _____

Termini Kilpatrick Avenue to Kilbourn Avenue

Description The project involves constructing a pedestrian and bicycle bridge across Touhy Avenue for the Skokie Valley Bike Trail.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Stanley Consultants	42-1320758	\$138,774.03

Sub-Consultants:	TIN Number	Agreement Amount
Muller and Muller, Ltd.	36-3652558	\$20,897.40
Holmes Testing Inc.	45-3822317	\$9,827.50
	Sub-Consultant Total:	\$30,724.90
	Prime Consultant Total:	\$138,774.03
	Total for all Work:	\$169,498.93

Executed by the LA:

Village of Lincolnwood

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Stanley Consultants

By: _____

By: _____

Title: Vice President

Title: Chicago Operations Group Manager



**Illinois Department
of Transportation**

**Local Agency Agreement
for Federal Participation**

Local Agency Village of Lincolnwood	State Contract	Day Labor	Local Contract	RR Force Account
Section 12-00059-00-BR	Fund Type CMAQ	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C91-435-12	CMM-4003(025)	P91-435-12	CMM-4003(023)		

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

Location

Local Name Touhy Avenue Route _____ Length _____
 Termini Kilpatrick Avenue to Kilbourn Avenue

Current Jurisdiction Illinois Department of Transportation Existing Structure No NA

Project Description

The project involves constructing a pedestrain and bicyclist bridge across Touhy Avenue for the Skokie Valley Bike Trail.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	1,160,000	(80)		()	290,000	(20)	1,450,000
Non-Participating Construction		()		()		()	
Preliminary Engineering	141,520	(80)		()	35,380	(20)	176,900
Construction Engineering	96,000	(80)		()	24,000	(20)	120,000
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 1,397,520		\$ _____		\$ 349,380		\$ 1,746,900

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

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

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



January 4, 2013

Mr. Manuel Castaneda
Director of Public Works
Village of Lincolnwood
7001 North Lawndale Avenue
Lincolnwood, Illinois 60712

Attention: Ms. Ashley Engelmann

Subject: Scope of Services
Pedestrian and Bicycle Overpass on Touhy Avenue
Phase I Engineering Study

Dear Ms. Engelmann:

We have attached our scope of services for the Touhy Avenue Bridge project. We are including Holmes Testing Inc. as our subconsultant for geotechnical engineering services. Please let me know if you have questions. We look forward to working with your staff.

Sincerely,

Stanley Consultants, Inc.

A handwritten signature in black ink that reads "Bruce H. Worthington".

Bruce H. Worthington, P.E.
Vice President / Project Principal

Enclosures

Project: Touhy Avenue Overpass for Skokie Valley Bike Trail
Town: Lincolnwood
County: Cook County
Subject: Scope of Work

Introduction

The Phase I Study involves the grade separation bridge for the Skokie Valley Bike Trail at Touhy Avenue. The study is located in the Village of Lincolnwood in Cook County. The Skokie Valley Bike Trail within the Village between Devon Avenue and Jarvis Avenue is being designed under a separate Phase I project that is awaiting design approval. It is our understanding that the bike trail will be constructed with an at-grade crossing at Touhy Avenue. The at-grade crossing will be replaced with the proposed bridge. The scope of work includes the following:

- Data Collection
- Meetings and Coordination
- Topographic Surveys (pick-up only)
- Utility Coordination
- Structural Type Size & Location Plans
- Identify Architectural Enhancements to develop a Gateway structure
- Public Meetings
- Phase I project report, anticipated to be processed as a Categorical Exclusion.
- Preparation of Preliminary Cost Estimates
- Project Administration and Coordination

The following is a detailed description of work tasks. It is anticipated that the environmental clearances from the overall bike trail Phase I project will be utilized for the bridge project.

1. Data Collection, Compilation, Review and Evaluation of Data Base

Stanley Consultants (CONSULTANT) will attend a project kickoff meeting with the Village and IDOT. The CONSULTANT will obtain information from the Village including proposed bike trail plan, GIS files, land use maps, zoning maps, soils and geological information, existing right-of-way, Sidwell maps, drainage information, and utility plans. The CONSULTANT will incorporate ROW information into the CADD file. A field review of the project area will be conducted by the CONSULTANT.

It is anticipated that the topographic survey completed for the bike trail project will be utilized for the bridge project. The survey will be field verified and missing items will be surveyed by the CONSULTANT. It is anticipated that the control points established for the bike trail project will be used. The CONSULTANT scope does not include establishment of new control points.

Soils investigation will be conducted by Wang Engineering. Refer to their scope of work for more information regarding their services.

It is anticipated that the project will be presented at one IDOT kick-off meeting (PM to attend) and one FHWA/BDE meetings (PM and PE to attend). The project will be discussed with the Village at three status meetings (PM, PE and SE to attend). The CONSULTANT will attend all of these meetings, prepare meeting minutes for the FHWA/BDE meetings, and perform follow up to the meetings as needed. As part of the design development process, the CONSULTANT will hold internal coordination meetings with all pertinent team members on an as needed basis. These meetings are necessary to ensure the project budget and schedule stay on track. Discussions at the meetings will include the following topics: individual task progress, critical and open issues, coordination between pertinent disciplines, early identification of issues that could negatively impact project schedules and/or budgets, and issues related to deliverable dates.

Project: Touhy Avenue Overpass for Skokie Valley Bike Trail
Town: Lincolnwood
County: Cook County
Subject: Scope of Work

2. Utility Coordination

The CONSULTANT will contact JULIE to process a design stage utility locate and obtain a list of local utility agencies that may have facilities in the project area. The utility agencies will be contacted to obtain their atlases that will be drawn in CAD for identifying utility conflicts.

3. Structure Type Studies

The CONSULTANT will conduct Bridge Value Planning and Structure Concept Study to identify feasible bridge alternatives and the preferred bridge type. The concept study will include the following steps:

1. Value planning meeting with the Village that will be attended by the Project Manager, Structural Engineer and Architect.
2. The CONSULTANT and the Architect will meet to develop three feasible alternatives. A technical memorandum describing this process and evaluation is not included in the scope.
3. The CONSULTANT and the Architect will meet with the Village to discuss the process used to select the three feasible alternatives and request Village input.
4. The three feasible alternatives will be evaluated in detail to develop a preferred alternative. The evaluation process will be documented.

The CONSULTANT will complete alignment and geometrics; profile and cross-section studies; and typical cross-sections. The CONSULTANT will plot the proposed geometrics and right-of-way line; and develop preliminary right-of-way and construction cost estimates. It is anticipated that one plan and profile sheet will be required for the improvement.

“Top line” cross sections for the preferred alternate typical section will be prepared at half station 50’ intervals within the proposed ROW. Based on the project limits, a total of 20 cross sections will be required for the mainline section of the project. Two proposed typical sections will be provided.

The CONSULTANT will prepare Type, Size & Location (TS&L) plan for both the bridge structure and the retaining walls. The proposed scope does not include a Complex Structure. The TS&L plans will be submitted to IDOT for review and approval.

The CONSULTANT will prepare a Preliminary Bridge Design and Hydraulic Report (BLR 10210) for review and comment. A draft and final report will be prepared. The task includes necessary hydraulic studies to ensure adequate drainage along the structure and at the touch-down points of the bridge.

4. Public Coordination

The CONSULTANT will participate in three public meetings. It is anticipated that the Village will prepare invitation mailing lists and advertise the public meetings. The CONSULTANT will prepare the following items for each public meeting:

1. Public meeting handouts
2. Powerpoint presentation
3. Display boards
4. Meeting summary

All public meetings will be attended by the Project Manager and the Architect. The Structural Engineer will attend only one public meeting.

Project: Touhy Avenue Overpass for Skokie Valley Bike Trail
Town: Lincolnwood
County: Cook County
Subject: Scope of Work

The CONSULTANT will compile all received comments and prepare a meeting summary for the three meetings. It is anticipated that the Public Meeting response letters or newsletters will be prepared and sent by the Village with assistance from the CONSULTANT.

5. Project Report

The CONSULTANT will compile exhibits, maps, charts, graphs, tables, etc.; develop a purpose and need; analyze alternatives; prepare a cost estimate; and write, print, bind, and deliver a Project Development Report (PDR). A draft report will be submitted for a concurrent review by the Village and IDOT.

6. Administration and Management

In this task, the CONSULTANT will perform project management and administration, including staff and resource scheduling, progress monitoring, monthly invoice and progress reports, and quarterly reports as required. The project duration is anticipated to be twelve months.

7. QC/QA

This task includes Implementation of the project's QA/QC plan.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Stanley Consultants
PRIME/SUPPLEMENT _____

DATE 01/04/13
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 4/1/2013
RAISE DATE 4/1/2013

OVERHEAD RATE 156.64%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

4/1/2013 - 4/1/2013
0
12

4/2/2013 - 4/1/2014
12
12

= 0.00%
= 1.0300

103.00%

The total escalation for this project would be:

3.00%

PAYROLL RATES

FIRM NAME Stanley Consultants DATE 01/04/13
 PRIME/SUPPLEMENT _____
 PSB NO. _____
 ESCALATION FACTOR 3.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$70.00	\$72.10
Project Manager	\$63.45	\$65.35
Senior Structural Engineer	\$63.45	\$65.35
Project Engineer	\$51.10	\$52.63
Design Engineer	\$33.40	\$34.40
Design Engineer	\$28.15	\$28.99
Structural Engineer	\$44.45	\$45.78
CAD Manager	\$44.45	\$45.78
CAD Technician	\$30.80	\$31.72
Surveyor	\$33.40	\$34.40
Admin	\$20.20	\$20.81
Hydraulic Engineer	\$41.60	\$42.85

AVERAGE HOURLY PROJECT RATES

FIRM Stanley Consultants
 PSB _____
 PRIME/SUPPLEMENT _____

DATE 01/04/13

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Data Collection and Coordinat			Utility Coordination			Structural Type Studies			Public Coordination					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
		0																	
Principal	72.10	0																	
Project Manager	65.35	122	12.20%	7.97	21	17.65%	11.53						21	4.17%	2.72	28	16.77%	10.96	
Senior Structural Eng	65.35	139	13.90%	9.08	16	13.45%	8.79						89	17.66%	11.54	12	7.19%	4.70	
Project Engineer	52.63	138	13.80%	7.26	38	31.93%	16.81				1	6.25%	3.29	18	3.57%	1.88	41	24.55%	12.92
Design Engineer	34.40	73	7.30%	2.51	14	11.76%	4.05				3	18.75%	6.45	8	1.59%	0.55	26	15.57%	5.36
Design Engineer	28.99	54	5.40%	1.57	10	8.40%	2.44				4	25.00%	7.25	16	3.17%	0.92	4	2.40%	0.69
Structural Engineer	45.78	224	22.40%	10.26	6	5.04%	2.31						206	40.87%	18.71	8	4.79%	2.19	
CAD Manager	45.78	20	2.00%	0.92	2	1.68%	0.77						8	1.59%	0.73	8	4.79%	2.19	
CAD Technician	31.72	172	17.20%	5.46	2	1.68%	0.53				8	50.00%	15.86	114	22.62%	7.18	40	23.95%	7.60
Surveyor	34.40	8	0.80%	0.28	8	6.72%	2.31												
Admin	20.81	24	2.40%	0.50															
Hydraulic Engineer	42.85	26	2.60%	1.11	2	1.68%	0.72						24	4.76%	2.04				
		0																	
		0																	
		0																	
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TOTALS		1000	100%	\$46.91	119	100.00%	\$50.25	0	0%	\$0.00	16	100%	\$32.85	504	100%	\$46.27	167	100%	\$46.61

AVERAGE HOURLY PROJECT RATES

FIRM Stanley Consultants
PSB _____
PRIME/SUPPLEMENT _____

DATE 01/04/13

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Report			Administration and Managem			QA/QC											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	72.10																		
Project Manager	65.35	10	10.20%	6.67	24	50.00%	32.68	18	37.50%	24.51									
Senior Structural Eng	65.35	4	4.08%	2.67				18	37.50%	24.51									
Project Engineer	52.63	28	28.57%	15.04				12	25.00%	13.16									
Design Engineer	34.40	22	22.45%	7.72															
Design Engineer	28.99	20	20.41%	5.92															
Structural Engineer	45.78	4	4.08%	1.87															
CAD Manager	45.78	2	2.04%	0.93															
CAD Technician	31.72	8	8.16%	2.59															
Surveyor	34.40																		
Admin	20.81				24	50.00%	10.40												
Hydraulic Engineer	42.85																		
TOTALS		98	100%	\$43.41	48	100%	\$43.08	48	100%	\$62.17	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

Phase I - Pedestrian and Bicycle Overpass on Touhy Avenue

Village of Lincolnwood, Illinois

Anticipated Manhours

TASK & DESCRIPTION	WORK HOURS	Project Principal Bruce	Project Manager Paul	Project Engineer Sagar	Design Engineer Tyler	Design Engineer Tom	Senior Structural Engineer Scott	Structural Engineer Zaida	Hydraulic Engineer Griselda	Graphics	Clerical	Surveyor Steve
1 Data Collection												
Data Collection and Coordination	12			4	4	4						
(Land Use; Zoning; Rail Road plans and inspection reports, soils and geological information, existing right-of-way, drainage information, utility plans)												
Review and Analyze Data	14			2	2	2		2	2	4		
(Soils Information, Existing ROW, Land use, Existing Plans)												
Check topography plots including all Utilities and Drainage Elements												
Identification of Property Owners (By Village)	0											
Field trip to area	16			4	4		4	4				
1 trip x 4 hours/trip x 4 persons												
Topographic survey (Pick-up, using pre-established controls)	8											8
Subconsultant Coordination (Wang Engineering)	4			2	2							
Agency Coordination (Initial coordination letters)	8			2	2	4						
Meetings	57		21	24			12					
IDOT Meetings			5									
1 meetings x 4 hours/meeting x 1 people + meeting minutes (10hrs/meeting)												
BDE/FHWA Meetings			4	6								
1 meetings x 4 hours/meeting x 2 people + meeting minutes (10hrs/meeting)												
Various meetings and coordination (with Village staff)			12	18			12					
3 Coordination meetings x 3 people x 4.0 hours/meeting + meeting minutes												
SUBTOTALS =	119	0	21	38	14	10	16	6	2	4	0	8
2 Environmental Studies (Utilize clearances for bike path project)												
Coordinate Environmental Clearances	0											
Subconsultant Coordination (Huff and Huff)	0											
SUBTOTALS =	0	0	0	0	0	0	0	0	0	0	0	0
3 Utility Coordination												
Request atlases	4			1	1	2						
Map Utilities	12				2	2				8		
SUBTOTALS =	16	0	0	1	3	4	0	0	0	8	0	0
4 Structure Type Studies and Architectural Enhancements												
Bridge Value Planning and Structure Concept Study	156		14	4			56	50		32		
Plan and Profile*	40		2	4	4	16		4		10		
Field trip to area	8						4	4				
1 trip x 4 hours/trip x 2 persons												
TS&L (Signature structure)	260		4	4	4		28	140		80		
Preliminary Bridge Design and Hydraulic Report	36		1	2			1	8	24			
Subconsultant Coordination (Muller and Muller)	4			4								
SUBTOTALS =	504	0	21	18	8	16	89	206	24	122	0	0

Phase I - Pedestrian and Bicycle Overpass on Touhy Avenue

Village of Lincolnwood, Illinois

Anticipated Manhours

TASK & DESCRIPTION	WORK HOURS	Project Principal Bruce	Project Manager Paul	Project Engineer Sagar	Design Engineer Tyler	Design Engineer Tom	Senior Structural Engineer Scott	Structural Engineer Zaida	Hydraulic Engineer Griselda	Graphics	Clerical	Surveyor Steve
5 Public Coordination - 3 meetings												
Prepare Mailing List (By Village)	0											
Coordinate Additional Advertising, including newspaper ads and website (By Village)	0											
Preparation of Public Meeting Handout	24		2	6	4	4				8		
Preparation of Public Meeting Presentation	36		8	12	12					4		
Preparation of Public Meeting Display Exhibits	61											
1 board- project location map				1						4		
3 boards- Bridge alternatives				4			8	8		24		
2 boards - typical sections			2	2						8		
Dry run	0											
1 meeting x 3 hours/meeting x 2 people												
Public Meeting	16		12				4					
3 meeting x 4 hours/meeting x 2 people (3 by PM and 1 by SE)												
Compile comments and write summary of Public Meeting	20		4	8	8							
Public Meeting response letters/newsletter	10			8	2							
SUBTOTALS =	167	0	28	41	26	4	12	8		48	0	0
6 Project Report												
Compile Exhibits	20			2	4	4				10		
Write Draft Report (CE)	36		4	16	8		4	4				
Develop and Update Preliminary Construction Cost Estimate	24		2	4	6	12						
Final Report	14		4	6	4							
Editing, Printing, and Binding	4					4						
SUBTOTALS =	98	0	10	28	22	20	4	4		10	0	0
7 Administration and Management												
Administration	48		24								24	
SUBTOTALS =	48	0	24	0	0	0	0	0		0	24	0
8 QA/QC												
Review of milestone submittals	48		18	12			18					
SUBTOTALS =	48	0	18	12	0	0	18	0		0	0	
TOTAL =	1000	0	122	138	73	54	139	224	26	192	24	8

Phase I - Pedestrian and Bicycle Overpass on Touhy Avenue

Village of Lincolnwood, Illinois

Anticipated Schedule

Description	Month																					
	1	2	3	4	5	6	7	8	9	10	11	12										
Data Collection and Coordination	M												M									
Utility Coordination																						
Structure Type Studies																						
Public Coordination																						
Project Report																						

KEY MILESTONES:

- A. Select Preferred Alternative
- B. TS&L
- C. Submit Draft Report
- D. Submit Final Report
- E. Design Approval

CONSULTANT TASK:



REVIEW PERIOD:

M - Project Meeting

P - Public Meeting

* - Deliverable

DECISION POINTS:

- I. Identify feasible alternatives to evaluate
- II. Identify two/three alternatives to study further
- III. Select preferred alternative



January 3, 2013

Sagar Sonar
Stanley Consultants
8501 W Higgins Rd., Suite 730
Chicago, IL 60631

Re: Subsurface Exploration and Engineering Analysis Report
Proposed Touhy Ave Bridge, Touhy Avenue, Lincolnwood, IL
Bridge

Dear Mr. Sonar:

Thank you for giving us the opportunity to submit this proposal for the performance of a subsurface exploration and the preparation of an engineering report with recommendations pertinent to design and construction considerations.

A detailed explanation of our services and estimated costs are attached. It is anticipated that we will be able to begin these services within one week of "Notice to Proceed". If the proposal is acceptable, please sign the proposal summary, fill out the attached project worksheets, and return these forms to our office.

We also provide field services for construction phase testing. We will be pleased to provide an estimate for these services when project design and bid quantities are available. Our Schedule of Fees is included for your reference.

We are looking forward to serving you on this project. If you have any questions, please do not hesitate to contact us. I can be reached at the office (847-541-4040), via cell (847-418-1456) or via e-mail (snelson@holmestesting.com). If I am unavailable, please ask for my colleague Christina Kane (ckane@holmestesting.com).

Respectfully submitted,
Holmes Testing, Inc.

A handwritten signature in black ink, appearing to read "Scott Nelson", written in a cursive style.

Scott R. Nelson
Vice President



Geotechnical Engineering • Construction Material Testing • Environmental Consulting

January 3, 2013

Project Quantities	<i>Time Allotted (Hours)</i>	<i>Number of Borings</i>	<i>Depth</i>	<i>Total Feet</i>
Drill Rig	4.3	4	25	100
Drill Rig	11.0	4	50	200
TOTALS:	15.3	8		300
MOBILIZATION OF DRILLING EQUIPMENT AND PERSONNEL:				
<i>Consists of transportation of equipment and drillers, includes fuel, tolls, support vehicle, etc.</i>				
Mobilization	Lump Sum	1	\$495.00	\$495.00
Rig Re-mobilization	Lump Sum	2	\$275.00	\$550.00
Continuous Drilling				
<i>Includes sampling at 2.5 foot intervals down to depth 30 feet of boring</i>				
Continuous Drilling 0' - 25'	Feet	200	\$12.00	\$2,400.00
Continuous Drilling 26' - 50'	Feet	100	\$14.50	\$1,450.00
Other Drilling				
<i>Specialty drilling services including concrete and environmental</i>				
Shelby Tubes , Extrusion & Preservation	Each	2	\$35.00	\$70.00
Bore hole abandonment (using hole cuttings)	Feet	100	included	\$0.00
DRILLING SUB-TOTAL:				\$4,965.00
LABORATORY TESTING OF SOIL SAMPLES:				
<i>Consists of standard and additional soil sample testing based upon the nature of the exploration</i>				
Atterberg Limits Determination ASTM D-4318	Test	2	\$95.00	\$190.00
Unconfined Compression Tests & Unit Weights	Test	60	\$15.00	\$900.00
Moisture Content Determination ASTM D-2216	Test	115	\$10.00	\$1,150.00
Soil Dry Density	Test	2	\$30.00	\$60.00
Combined Analysis (Hydrometer & Sieve) ASTM D-422	Test	2	\$95.00	\$190.00
One - Dimensional Consolidation ASTM D-2435	Test	1	\$395.00	\$395.00
LABORATORY TESTING SUB-TOTAL:				\$2,885.00
Engineering & Project Management Fees				
<i>Project Management includes set-up job, obtaining utility clearance (J.U.L.I.E or Digger), assembly of reports, boring layout, elevation and site visit</i>				
	Hour	5	\$99.00	\$495.00
Drafting of Logs	Hour	2.0	\$80.00	\$160.00
Drafting of Report	Hour	6.5	\$145.00	\$942.50
Professional Engineer Review	Hour	2.0	\$190.00	\$380.00
ENGINEERING & MANAGEMENT SUB-TOTAL:				\$1,977.50
TOTAL:				\$9,827.50



Geotechnical Engineering • Construction Material Testing • Environmental Consulting

January 3, 2013

**Stanley Consultants
Proposed Touhy Ave Bridge**

This proposal is good for a period of 90 days. Beyond this period pricing should be reconfirmed.

Please sign below indicating your acceptance of this proposal in its entirety.

Signature _____

Name _____

Company _____

Address _____

Work Phone _____ Cell _____ Fax _____

E-Mail Address _____

Date _____

Signature of this proposal signifies financial responsibility for work completed.

Please provide us with a point of contact for progress updates. Progress updates will be emailed.

Name _____

Company _____

Address _____

Work Phone _____ Cell _____ Fax _____

E-Mail Address _____

All proposals must be signed and returned before we can schedule drilling operations. In order to expedite this process, fax, mail or e-mail the following completed documents as soon as possible. Thank you.

- 1. The above signed Proposal Acceptance Page**
- 2. The completed Contact Fact Sheet**
- 3. The completed Project Fact Sheet**
- 4. The completed Structure Fact Sheet**

Page 3 of 9



Geotechnical Engineering • Construction Material Testing • Environmental Consulting

January 3, 2013

Stanley Consultants
Proposed Touhy Ave Bridge

CONTACT FACT SHEET

Client Name _____

Client Address _____

Client Phone _____ Client Fax _____

Client Cell _____ Client E-Mail _____

Project Name _____

Project Address _____

City _____ State _____

County _____ Township _____

Jobsite Phone _____

Project Manager/Site Contact _____

Project Manager Phone _____ Cell Phone _____

Architect Name _____

Architect Address _____

Architect Phone _____ Architect Fax _____

Architect Cell _____ Architect E-Mail _____

Structural Engineer Name _____

Structural Engineer Address _____

Structural Engineer Phone _____ Structural Engineer Fax _____

Structural Engineer Cell _____ Structural Engineer E-Mail _____

Billing Information Client Architect Structural Engineer Other

Other Name _____

Other Address _____

Other Phone _____ Other Fax _____

Other Cell _____ Other E-Mail _____



January 3, 2013

Stanley Consultants
Proposed Touhy Ave Bridge

PROJECT FACT SHEET

The following information is necessary for the timely completion of your project:

- Site Map or Location Diagram showing footprint of proposed structure(s), boring locations, dimensions and scale *and/or*
- Plat of survey *and/or*
- Auto Cad File (must be 2000 version) with list of control points and boring locations

Please Fill In As Much Information as Available

Is address or lot # posted on site? Yes No

Business Park or Subdivision Name (if applicable) _____

Lot Dimensions _____ Structure Dimensions _____

Within City Limits or Unincorporated? City Limits Unincorporated

Section and Quarter Number from Plat of Survey _____

PIN – Property Identification Number _____

Closest Intersecting Street to Site _____

Is site accessible to drill rig? Yes No

Are keys or contact phone numbers required? Yes No

If yes, provide location of keys and contact information _____

Existing structure(s) on site or undeveloped site. Structures Undeveloped

Heavily wooded Steep Terrain Near Water



January 3, 2013

**Stanley Consultants
Proposed Touhy Ave Bridge**

STRUCTURE FACT SHEET

- Yes No Have you included a site location plan?
 Yes No Do you have a specific layout plan for the borings?
 Yes No Do you wish us to layout the borings?
 Yes No Do you have a preferred benchmark? If yes, is it CCD? Yes No

Type of Structure (check all that apply)

- Commercial Residential Addition / Expansion
 1-Story 2-Story Other
 Basement Partial Basement Slab-On-Grade
 Yes No Are parking recommendations required?

Type of Construction

- Masonry Steel Wood Brick Veneer

Loading Information (IMPORTANT, PLEASE PROVIDE)

Maximum Wall Loading _____ lb/lf Maximum Column Loading _____ kip

Site Information

- Engineered Fill on Site If so, Compaction Records Available

Any knowledge of pre-existing conditions to site? _____

Elevations

- Yes No Are finished floor elevations available?

Are any of the following required? (these items typically incur additional costs)

- Lateral Earth Pressure Recommendations Slope Stability Analysis Fill Compaction Requirements

Are any of the following items desired? (check all that apply)

- Allowable bearing pressure increase for short term loading (such as wind or seismic).
 Recommendation for cantilever retaining wall & basement wall backfill including lateral earth pressures.
 Provide recommendations for preloading, if any. Provide passive and active pressures.
 Provide recommendations for excavation bracing, if any.
 Compaction recommendation for fill. Provide settlement calculations.
 Recommendations for excavation and foundation construction.



January 3, 2013

**Stanley Consultants
Proposed Touhy Ave Bridge**

Utility Clearance

We will attempt to obtain public utility clearance from JULIE, Digger or Wisconsin Digger upon receipt of signed proposal on behalf of the client. JULIE member companies operate on the premise that if you give them the proper two working day advance notice (does not include Saturdays, Sundays or Holidays) and they have the facilities in the area where you intend to dig, they will respond and mark these facilities sometime within this 48 hour period.

JULIE, Digger or Wisconsin Digger member companies DO NOT locate privately installed lines or facilities such as house to garage or out building, gas lights, gas grills, pool heaters, etc. It is the responsibility of the client to locate all private utilities before our work begins.

HHH is not responsible for disturbing unmarked, mis-marked, or unknown utility lines during drilling operations.

Please fill out the Project Data Sheet as accurately as possible to aid in this request. While utility clearance is promised within 2 to 3 days, we often arrive at a site that has not yet been cleared. We cannot legally drill until the site is marked by all utilities.

Site Evaluation and Layout

A visit to the site to determine accessibility for a truck-mounted drill rig, type of existing property, surrounding and neighboring property, location of the property as well as soil boring locations will be conducted. With this site visit, a description of the surrounding area will be given as well as northing, easting and elevation data of borings relative to a control point (bench mark) on the property using our Topcon HiPer Lite system when possible. The accuracy of our equipment is based upon the accuracy of the locations provided to us. This data will not be reviewed by a professional land surveyor. It is approximate and its accuracy is not greater than that which the global positioning survey instrument system supplies. Alternative layout procedures such as utilizing the laser for elevation data and normal taping procedures will be employed if the HiPer Lite system cannot be employed.

We are able to receive AutoCAD 2000 drawings and are able to download them into our software in order to use them with our global positioning survey instrument system. Please provide a copy of drawings in this format to aid in layout.



January 3, 2013

**Stanley Consultants
Proposed Touhy Ave Bridge**

Drill Rig Information

In order to gain access to the site with a drill rig, we must have an area at least 10 feet in width and 10 feet in height. The actual drilling site must have a clearance of 25 feet in height in order to accommodate the drill rig mast of our small rig.

If these site conditions are not available at the specific location desired, hand augers borings can be performed to a maximum depth of between 10 and 15 feet. It must be understood that if hand augers are performed, not all the necessary information may be gained. If hand augers are performed in granular material (silts, sands, gravels), only the soil classification can be determined. No structural information can be given. If suitable bearing material is not reached in cohesive material (clays), we will not have the option of going to greater depths.

Alternative clearance drill rigs are available upon request at additional cost.

Drilling

The proposed subsurface exploration will be attempted with a truck-mounted rotary drill rig which advances the boreholes by continuous flight auger method, using various cutting bits to perform the soil borings. Our drill rigs are operated by drillers represented by the International Union of Operating Engineers, Local 150 and meet their training program standards. We will attempt to obtain the representative soil samples using: A.) Split-barrel sampling procedure performed in accordance with ASTM Standard D.1586-84, "Method for Penetration Test and Split-Barrel Sampling of Soils", or B.) Thin-walled tube samplers (Shelby tubes) as per ASTM Standard D.1587-83, or C.) Auger sampling.

Mobilization includes transportation of rig and crew to site (fuel, tolls, driller and driller's helper time for up to two hours).

Standard drilling procedures will apply which includes sampling at 2.5 foot intervals to a depth of 10 feet below existing grade and then at 5 foot intervals thereafter to boring termination. Standard drilling pertains to fill and native soils with cohesive soil strength between 0.5 tons per square foot (tsf) and 4.5 tsf and non-cohesive soil consistency of up to 50 blows per square foot (bpf). A boring is indicative of the soils encountered in the exact location of the boring only. Access to the site must be appropriate to our truck-mounted drill rig in order to perform the soil borings.

Adverse drilling conditions include but are not limited to being unable to access the site with our truck-mounted drill rig, soil stratifications requiring specialized drilling procedures, additional exploration necessary to provide proper engineering evaluation, or obstructions in advancing of the borehole, and will be charged per our Schedule of Fees as well as stand-by time due to unforeseen conditions.

Standard hole abandonment following completion of the boreholes are to be backfilled with the spoil (auger cuttings). Even though this backfill is consolidated, some settlement can be expected due to the dead weight of the soil. Please note that it is the parcel owner's responsibility to maintain the boreholes' fill elevation. Alternative abandonment includes the use of bentonite and/or grout. The spoil will be removed and disposed of off-site and bentonite and/or grout will be provided per our Schedule of Fees.



January 3, 2013

**Stanley Consultants
Proposed Touhy Ave Bridge**

Laboratory

Laboratory testing will consist of unconfined compression, moisture content, dry density, pocket penetrometer, atterberg limits and visual classification tests as appropriate. All tests are performed in accordance with ASTM Standards.

Laboratory testing may be subject to change depending upon the subsurface conditions which are encountered. Engineering evaluation may require additional laboratory services to provide proper analysis for structural support. A complete list of optional testing is included in our Schedule of Fees.

Engineering/Administration

Engineering/Administration will provide set-up of the job, contacting all proper public authorities for utility clearance (J.U.L.I.E., Digger), as well as providing a summary report and soil boring logs. Engineering will compile all pertinent data in a report format, mail one bound copy and send an electronic report via e-mail.

A standard engineering report will provide an evaluation of the subsurface exploration, laboratory analysis, groundwater conditions, settlement estimates (if required) and a net allowable bearing capacity for shallow foundation systems, and minimal lateral earth pressure parameters.

Additional information such as deep foundation analysis, parking recommendations, settlement calculations, site specific lateral earth pressure recommendations, slope stability analysis, pressuremeter analysis, and fill compaction requirements can be provided at an additional cost. Additional engineering time will be required to evaluate these items and will be billed per our Schedule of Fees.

Lincolnwood- Phase I Pedestrian and Bicycle Overpass on Touhy Avenue Project

Muller & Muller, Ltd.

Scope of Work: Architectural

November 20, 2012 (rev)

Per the direction of Stanley Consultants (Stanley), it is our understanding that Stanley is requesting Muller & Muller, Ltd. (M+M) to assist Stanley in the architectural component of Phase I (engineering study) of the Lincolnwood Pedestrian and Bicycle Overpass on Touhy Avenue project. Our scope of work will essentially consist of preliminary designs to construct an overpass for the Skokie Valley Bike Trail over Touhy Avenue. M+M will work with Stanley to provide architectural designs and treatments of a gateway design for the Village of Lincolnwood (Lincolnwood).

We understand that Stanley will provide all primary coordination for the project and that all M+M correspondence will be directed to Stanley unless Stanley specifically directs M+M to coordinate with the Village of Lincolnwood.

It is our understanding that M+M shall coordinate with other sub-consultants, such as electrical lighting, etc, but that all other sub-consultants will be contracted directly to Stanley. Stanley will provide the base plans in Microstation format and all base drawings will be prepared in Microstation format.

We have organized our tasks as they relate to our scope of work per the bullet points below. Our hours are based upon an anticipated schedule of six months from NTP to completion of Phase I. Any addition to the schedule and correlating hours in this proposal will be additional services.

M+M's scope of work and assistance to Stanley is based on the following scope items, which relates directly to the RFP and discussions with Stanley:

Phase I – Engineering Study

- Attendance at kick-off meeting with Stanley and Lincolnwood.
- Review the site to determine existing conditions and their impact on the design of the project.
- Design and development of three schemes with preliminary renderings for a decision on a bridge type and treatments to be selected by Lincolnwood.
- Development of renderings for meetings with Lincolnwood and stakeholders. M+M understands that the Stanley team will present the proposed design to various groups including the pertinent stakeholders. Results of these meetings will be documented by Stanley. M+M will be directed on how to incorporate ideas and directions for inclusion in the final Phase I rendering. M+M will assist in the production of presentation materials for such meetings and will attend one meeting if requested.
- Completion of one final rendering.
- Landscape design as required to complete schematic renderings.
- Attendance at one meeting with Village of Lincolnwood, other stakeholders, and community groups as directed by Stanley.

Meetings

Meetings - as follows: (9)

- 1 Kick off meeting
- 3 Lincolnwood meeting for bridge design review (revised from 1)
- 2 Stanley coordination meetings
- 3 public meeting (revised from 4)

Scope items not included in M+M's proposal to be completed by others:

- Structural and civil design and review (by Stanley).

We have categorized our scope of work for the CECS as it relates to the scope above as follows:

- Gathering Information
- Concept Designs and Renderings
- Meetings and Project Administration

End of document

**PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES**

**FIRM NAME
PRIME/SUPPLEMENT**

Muller & Muller, Ltd.

**DATE
PSB NO.** 11/20/12

**CONTRACT TERM
START DATE
RAISE DATE**

14 MONTHS
3/1/2013
ANNIVERSARY

**OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE**

138.15%
0
3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

7

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.75%

The total escalation for this project would be: 1.75%

PAYROLL RATES

Firm Name
Project
CDOT Project No.

Muller & Muller, Ltd.
Lincolnwood Ped Bridge

Date 11/20/12

ESCALATION FACTOR 1.75%

CLASSIFICATION	CURRENT RATE	PROPOSED RATE	CALCULATED RATE
Principal	\$ 64.68		\$65.81
Arch 5	\$ 65.58		\$66.73
Arch 4	\$ 52.78		\$53.70
Arch 3	\$ 33.73		\$34.32
Arch 2	\$ 26.04		\$26.50
Arch 1	\$ 21.59		\$21.97
Admin	\$ 20.00		\$20.35
Intern	\$ 16.50		\$16.79

OUTSIDE DIRECT COSTS

Firm: Muller & Muller, Ltd.

DATE: 11/20/12

TASK/ITEM	QTY.	UNIT	COST	COST
Messenger Service	1	ea	\$15.00	\$15
Overnight Delivery Service	1	ea	\$15.00	\$15
Mounting Presentation	1	ea	\$30.00	\$30
Printing/copying of 24x36 full color plots for presentations	1	ea	\$25.00	\$25
11x17 color presentation booklets	1	ea	\$20.00	\$20
Printing/copying of CDOT 30%,60%,90%,100%, issued for bid, issued for construction sets	0	ea	\$0.00	\$0
Field Equipment: Reference materials, photography, computers, computer equipment and software, public outreach printing, graphic reproduction	0	ea	\$0.00	\$0
Cell phone	0	months	\$90.00	\$0
Color printing, Printing and Binding	5	sf	\$2.99	\$15
Total				\$119.95

Note: Printing to be by prime consultant

INSIDE DIRECT COSTS

Firm: Muller & Muller, Ltd.

DATE: 11/20/12

TASK/ITEM	QTY.	UNIT	COST	COST
Plotting/Copying-In-House				
8.5x11 B & W Bond Paper	0	per sheet	\$0.25	\$0.00
11x17 B & W Bond Paper	0	per sheet	\$0.40	\$0.00
18x24 B & W Bond Paper	0	per sheet	\$0.50	\$0.00
24x36 B & W Bond Paper	4	per sheet	\$0.80	\$3.20
36x48 B & W Bond Paper	0	per sheet	\$1.35	\$0.00
8.5x11 Color Bond Paper	0	per sheet	\$1.00	\$0.00
11x17 Color Bond Paper	10	per sheet	\$5.00	\$50.00
18x24 Color Bond Paper	0	per sheet	\$15.00	\$0.00
24x36 Color Bond Paper	4	per sheet	\$20.00	\$80.00
8.5x11 Color Presentation Paper	0	per sheet	\$5.00	\$0.00
11x17 Color Presentation Paper	0	per sheet	\$10.00	\$0.00
18x24 Color Presentation Paper	0	per sheet	\$20.00	\$0.00
24x36 Color Presentation Paper	1	per sheet	\$30.00	\$30.00
Binding	0	each	\$0.80	\$0.00
CD/DVD's	0	each	\$1.00	\$0.00
Photography	0	each	Direct Cost	\$0.00
Mileage (assume xtrips at x mi ea)	80	mile	\$0.53	\$42.40
taxi	0	each	\$10.00	\$0.00
Parking	0	each	\$23.50	\$0.00
Total				\$205.60