

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
6:30 P.M., MAY 21, 2013**

**AGENDA**

- I) Call to Order**
- II) Roll Call**
- III) Minutes – May 7, 2013 Committee of the Whole Meeting**
- IV) Regular Business**
  - 1) Discussion Concerning the Proposed Devon/Lincoln Tax Increment Financing District (6:30 – 7:15 p.m.)
  - 2) Discussion Concerning the Village Logo (7:15 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: May 17, 2013

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
MAY 7, 2013**

**DRAFT**

**Call to Order**

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:20 P.M., Tuesday, May 7, 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, Trustees Patel, Elster, Sprogis-Marohn, Leftakes (6:24)

ABSENT: Trustees Heidtke, 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; Ray White, Battalion Chief; Tom Thomey, Municipal GIS Partners, Inc; Tom Jakobsen, ClientFirst; Robert LaMantia, Chief of Police.

**Approval of Minutes**

1. The minutes of the April 2, 2013 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Elster moved to approve the minutes as presented. Trustee Sprogis-Marohn seconded the motion. The motion passed by voice vote, 4-0. The minutes were approved.

**Regular Business**

1. Status Report on the Geographical Information System (GIS) Consortium

This item was presented by Mr. Thomey and Ms. Engelmann. The GIS Consortium is a collection of 22 municipalities working together to keep the costs for GIS low. The Village joined the Consortium as its tenth member in 2005. Mr. Thomey presented information on recent projects accomplished by the Consortium for the Village and what projects are on the horizon. Discussion ensued regarding the use of the GIS Consortium features online and making such features available to the development community. Mr. Thomey reported that the Consortium is working on developing such features. The Village Board thanked Mr. Thomey and Ms. Engelmann for their presentation. Mr. Wiberg reminded that the Municipal GIS Partners service agreement is on the Regular Meeting's Consent Agenda for consideration by the Village Board later that evening.

2. Discussion Concerning the Proposed Information Technology Strategic Plan

This item was presented by Mr. Petroschius and Mr. Jakobsen with use of a PowerPoint presentation. This item was previously discussed at the February 5, 2013 Committee of the Whole meeting and was considered by the Village Board at their April 19 Regular Meeting. The Village Board referred the matter to the May 7 Committee of the Whole for further deliberation and review. Each year the Village Board adopts the Strategic Master Technology Plan by Resolution to serve as a guide for how the Village allocates resources on technology projects. A staff committee represented by each department known as the Information Technology (IT) Committee is responsible for preparing and implementing the plan. This process is assisted by Tom Jakobsen of ClientFirst. Mr. Petroschius proceeded to present the current year activity and status and the proposal strategies and initiatives for fiscal year 2013-14 which include: Document Management, Expand

Citizen Communication Using the Internet, Expand Audio/Visual Capabilities, GIS Integration, Mobile Worker Connectivity, Cloud Based Computing, Maximizing Efficiencies Gained through Application Software, Increase Productivity through the Use of Technology, Utilize Technology for Public Safety, Disaster Recovery, Preparedness, IT Security, IT Infrastructure Improvements. Mr. Petroschius indicated that all of the projects pursued through the plan are contingent on budget approval and follow all purchasing policies. All items of the plan were discussed with detailed reviews of the migration of Springbrook from Version 6 to Version 7, the 911 dispatch center replacement, future major initiatives. The Village Board thanked staff for the presentation. Mr. Wiberg indicated that the plan would return to the Village Board's Regular Meeting agenda on May 21, 2013.

**Adjournment**

At 7:17 P.M. Trustee Elster moved to adjourn Committee of the Whole. Trustee Leftakes 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: May 17, 2013

SUBJECT: **May 21 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:30 p.m.** on Tuesday evening. Dinner will be available beginning at 5:45 p.m. in the Village Hall Board Conference Room. Please find below a summary of the items on the COTW agenda:

1) **Discussion Concerning the Proposed Devon/Lincoln Tax Increment Financing District (6:30 – 7:15 p.m.)**

Based on a recommendation of the Economic Development Commission, the Village Board directed staff to move forward with the required steps to implement a Tax Increment Financing (TIF) District in the immediate area surrounding the Devon/Lincoln intersection. The Village has hosted several Joint Review Board (JRB) meetings and began the required Public Hearing process. Throughout the discussions the school districts and Library district have expressed concern regarding the proposed district. The Board directed staff to maintain a dialogue with the taxing bodies in an attempt to develop an Agreement that would be agreeable to all parties concerning the establishment of a new TIF District. These meetings resulted in a proposal from School District 74 for several business points which were proposed to be part of an Intergovernmental Agreement. [Attached](#) is a memorandum from the Community Development Director summarizing this proposal as well as the entire process to date for establishing this TIF District. Staff will be seeking Board input on Tuesday evening concerning a response to the proposal from District 74.

2) **Discussion Concerning the Village Logo (7:15 – 7:30 p.m.)**

At this year's Budget Workshop, staff requested \$30,000 in funding to secure the services of a marketing professional to help establish a branding campaign for the Village. Following discussion the consensus of the Board was not to include funding and directed staff to pursue an updated Village logo as the start of any potential branding campaign. As the Board is aware, staff is in the process of updating the Village's web site and the inclusion of the Village logo is an important component of establishing the image and brand of the Village. [Attached](#) is a memorandum from the Management Analyst summarizing several options for potentially updating the Village logo for inclusion in the new web site design.

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

# Memorandum

To: Timothy C. Wiberg  
Village Manager

From: Timothy M. Clarke, AICP  
Community Development Director

Date: May 14, 2013

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

## Background

On December 18, 2012, the Village Board took action to schedule the requisite public hearing for the consideration of the proposed Devon-Lincoln Tax Increment Finance (TIF) District. This public hearing began at the Village Board's February 19, 2013 meeting. For this public hearing, as required by State law, notice was mailed to all property owners within the proposed TIF District as well as to all residential addresses located within 750 feet of the proposed area. Furthermore, notice of the public hearing was also published twice in the Lincolnwood Review, on January 24 and January 30, 2013. This public hearing which began on February 19, was continued by the Village Board to April 16 and then to June 18, 2013. A primary reason for these continuations has been action by the intergovernmental Joint Review Board and concerns raised by some of the taxing districts, most notably School District #74 concerning the proposed TIF District.

Under State law, once the requisite public hearing is scheduled, it triggers the convening of an intergovernmental Joint Review Board (JRB). This Board first met on January 15, 2013 and again on February 6, 2013, March 6, 2013, and April 8, 2013 and is scheduled to again meet on June 10, 2013. The JRB is charged with reviewing the proposed Plan and Eligibility Report for the proposed District and to provide its recommendation on the proposal to establish the TIF District. For Lincolnwood, this JRB is comprised of representatives of the following taxing districts:

School District #74  
School District #219  
Oakton College

Cook County  
Niles Township  
Village of Lincolnwood  
Lincolnwood Library District  
Public Member

At its first meeting, the JRB elected Paul Eisterhold as the Public Member and elected Village representative Jim Persino as Chairman of the JRB. All taxing districts have been represented at these proceedings except Oakton College and Cook County. Pursuant to State law, the JRB has 30 days from first convening (January 15) to issue a report which either finds that the proposed Redevelopment Plan and Project meets or fails to meet the objectives of the TIF act. If no action by the JRB occurs or there is failure to submit its written report within this 30 day period, the JRB is deemed to have approved the proposed TIF District and taxing districts represented on the JRB are presumed to have found that the area satisfies: 1) the objectives of the TIF Act, 2) the plan requirements; and, 3) eligibility criteria.

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

At its February 6, 2013 meeting, the JRB did adopt a Resolution providing its recommendation of "provisional disapproval" for the proposed TIF District and seeking to confer with the Village in hopes that it might resolve its concerns relating to "the qualification of the proposed plan". Taxing districts which indicated concerns or opposition to the proposed TIF District were School District #74; School District #219 and Lincolnwood Library District.

### **Status**

Since the initial meeting of the JRB, staff has held several meetings with representatives of the concerned taxing districts. In January, representatives of School District #219 requested a meeting with staff to discuss their concerns with the proposed TIF District. These representatives indicated support for the Village's economic development efforts however

requested that the Village mitigate what they perceive are the negative impacts of the proposed district by considering:

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

Properties identified by School District #219 for such possible increment revenue sharing were: MB Financial; Oberweis; Shell Oil; BP Oil; Myron & Phil's; the Lock-up; and, Public Storage. Staff notes that property taxes from such properties are currently proportionately shared among all taxing districts and additional increment from such properties, should a TIF be established, would be small, if any.

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

Since these discussions, the attorney for School District 74 has prepared a "Draft Term Sheet" for a desired Intergovernmental Agreement between the Village and the taxing districts. These desired provisions for an Intergovernmental Agreement encompass not only the proposed Devon-Lincoln TIF District but the other Village TIF Districts and include the following proposed provisions:

1) **Touhy-Lawndale TIF District:**

Upon completion of the obligation to reimburse Lowe's, terminate the Touhy/Lawndale TIF District and declare any remaining funds surplus.

2) **Northeast Industrial District TIF District:**

- a. Once the Bike Path grant reimburses the Village for 80% of the costs, then the associated TIF Funds shall be declared surplus and distributed to taxing districts
- b. After completion of the bike path, then 50% of future annual TIF increment shall be declared surplus each year and distributed to the taxing districts
- c. Use by the Village of the remaining 50% NEID TIF Increment shall be limited to
  - i. incentivizing private investment and public projects tied to private investment; or

- ii. may be transferred to the proposed Devon Lincoln TIF but only if transferred funds are used to accommodate private business investment and not used for general public works projects; or
- iii. used for general public works projects in the NEID TIF but only if the TIF does not pay more than 1/3<sup>rd</sup> of the costs of those public works projects
- d. The NEID TIF will be terminated upon redevelopment of the Centerpoint (Bell & Howell property) and satisfaction of any incentives that may be granted this site.

3) **Lincoln-Touhy TIF District:**

Similar limitations as noted above for this TIF District

4) **Proposed Devon-Lincoln TIF District**

- a. Declaration of all TIF increment as surplus and returned to taxing districts for tax increment generated from increased property values over the first five years of the TIF, but which omits increment associated with any construction project
- b. All other Devon-Lincoln TIF increment shall be used as follows
  - i. 30% of increment to be annually declared surplus and distributed to the taxing districts
  - ii. Remaining 70% increment utilized by Village to
    - 1. Incentivize private investment
    - 2. Fund public projects tied to private investment
    - 3. Fund general public works projects provided however that TIF does not pay more than 1/3<sup>rd</sup> the cost of such projects.
- c. The Village shall be prohibited from transferring Devon-Lincoln TIF Funds to other TIF's (i.e. NEID)
- d. Village shall use best efforts but shall not be required to seek alternative revenue sources for funding public improvements in area
- e. Certain properties included in the proposed TIF District shall be excluded (specific properties not identified)

In advance of the scheduled June 10, 2013 Joint Review Board, direction is sought from the Village Board on the proposal by School District #74 to establish an intergovernmental agreement including the proposed provisions of such an agreement as outlined by their attorney.

For reference, also attached is the proposed draft TIF Redevelopment Plan and Qualification Report for the proposed Devon-Lincoln TIF District. This document has been available for

public review since late last year for the public hearing and it represents the key document that would be approved in establishing the TIF District.

### **Attachments**

1. Draft Terms for Intergovernmental Agreement
2. January 15 JRB Minutes
3. February 6 JRB Minutes
4. Adopted JRB Resolution
5. March 6 JRB minutes
6. April 8 JRB minutes (DRAFT)
7. Proposed Draft Redevelopment Plan and Qualification Report

**DRAFT TERM SHEET FOR TAXING DISTRICTS-VILLAGE  
INTERGOVERNMENTAL AGREEMENT-DEVON-LINCOLN TIF DISTRICT**

1. **Intergovernmental Agreement.** These terms are subject to documentation of an intergovernmental agreement to be prepared by SD 74 counsel.
2. **Touhy-Lawndale (Lowe's) TIF District.** The Village confirms that no further expenses are programmed for this district, and no further commitments will be made beyond the existing commitment to Lowe's (three annual payments remaining). Promptly subsequent to satisfaction of the obligations to Lowe's, this TIF district will be terminated and/or all remaining increment declared surplus and timely distributed to the respective taxing districts.
3. **Lincoln/Touhy TIF.** Similar limitations as identified below.
4. **Northeast Industrial District (NEID) TIF.**
  - a. **Observations relating to NEID TIF.**

The NEID was created on June 6, 1996. The last year of the TIF is 2019 for which tax revenues will be collected in 2020. Therefore, 8 more years of increment are anticipated. The increment is anticipated to approximately equal \$1.4M per year for a total remaining increment of \$10.4M.

A review of the Villages FY 2012 Annual TIF Report submitted to the State Comptroller illustrates that the revenues and cash receipts from the TIF were approximately \$23 Million; \$18.3 Million from tax increment, \$3.7 Million from bond funds (debt), \$853k from interest and \$358k from other (grants). The concerning factor is that those funds were or are intended to be used primarily for public infrastructure projects. The Village's report indicates that there has only been \$1M in private investment within the TIF and \$19 Million has been undertaken by the Village. The Village's public investment includes or is planned to include the following items:

- (i) \$2.9M for Hamlin Reconstruction;
- (ii) \$5.4M for Northeast Parkway;
- (iii) \$2.7M for Public Works Yard Improvement;
- (iv) \$150K for Salt Dome Facility;
- (v) \$1.08M for Street Lighting;
- (vi) \$2.5M for water main Replacement;
- (vii) \$182K for sidewalk and signal installation;

- (viii) \$4M for Union Pacific Land Acquisition.
- (ix) \$130,000 in FY2012 alone for unidentified Village Administrative Expenses;

**b. Proposed Terms relating to the NEID TIF:**

- (i) Taxing district support for use of existing TIF balances in the STAF (approximately \$6.3M in April 2012) for purposes of funding the work association to the bike path for which the Union Pacific right-of-way is being acquired. Provided, however, that once the grant reimburses 80% of the costs that those funds be declared surplus and disturbed to the taxing districts on a proportionate basis.
- (ii) To the extent the funds in the STAF are currently deficient to pay for the bike bath or debt service, that 100% of all future increment be set aside to the extent necessary for those purposes.
- (iii) Thereafter, 50% of all annual increment be deemed surplus and distributed to the taxing districts.
- (iv) The remaining 50% of all annual increment may:
  - (1) be utilized to incentivize private investment/businesses; or
  - (2) be utilized for public projects which are tied to private investment redevelopment projects; or
  - (3) be ported to the proposed Devon Lincoln TIF provided it is utilized for certain improvements which are necessary to accommodate private business/investment and not for general public works projects or maintenance which are typical throughout the Village (i.e. street lights or sidewalk projects); or
  - (4) be utilized for general public works types of projects (Public Works Yard, streetlights, sidewalks) provided the TIF does not pay for more than 1/3<sup>rd</sup> of the costs related to those types of public works project.
- (v) The NEID TIF will be terminated upon redevelopment of the Bell & Howell site and satisfaction of any incentives associated therewith.

**5. Proposed Devon-Lincoln TIF.**

- a. **Recapture of property values which have fallen as a result of the recession.**  
All increment which is generated from increased property values during the next five (5) years which are not associated with any construction project will be

declared a surplus and paid to the taxing districts. All other annual increment will be utilized as follows:

- (i) 30% will be deemed surplus and distributed to the taxing districts; and
  - (ii) 70% utilized by the Village to:
    - (1) incentivize private investment/businesses, such as property acquisition, rehabilitation, professional service cost and job training (as identified in initial Redevelopment Plan budget); or
    - (2) public projects which are tied to private investment redevelopment projects; or
    - (3) be utilized for general public works types of projects (Public Works Yard, streetlights, sidewalks) provided the TIF does not pay for more than 1/3<sup>rd</sup> of the costs related to those types of public works project.
- b. **Prohibit Porting.** No porting from the proposed Devon-Lincoln TIF to any other TIF.
- c. **Village Consideration of other Funding Sources.** Village agrees to consider, but is not bound to implement, multiple alternative revenue sources (Grants, SSA, BDD) combined with TIF for other expenditures (particularly, utility improvements, parking structures, streetscapes, streets, etc.).
- d. **Exclude certain properties.** We need to identify those properties to exclude identified by SD 219.

APPROVED



**INTERGOVERNMENTAL JOINT REVIEW BOARD**  
for  
**Proposed Devon-Lincoln Tax Increment Financing District**

**Meeting on**  
**January 15, 2013**  
**Council Chamber Room**  
**Lincolnwood Village Hall**  
**11:00AM**

**MEETING MINUTES**

**Members Present**

Chairman Jim Persino, Village Representative  
Su Bochenski, Lincolnwood Library District  
Paul Eisterhold, Public Member  
Linda Poulson, School District #219 Representative  
Ken Cull, School District # 74 Representative  
Donald Gelfund, Niles Township Representative

**Members Absent**

Oakton Community College Representative  
Cook County Representative

**Village Staff Present**

Timothy Wiberg, Village Manager  
Timothy Clarke AICP, Community Development Director  
Aaron Cook AICP, Development Manager

**Others Present**

Larry Elster, Village President Pro Tem  
Julie Anne Nitz-Weiss, Lincolnwood Library District  
Gary Yeggy, consultant for School District #219  
Kris Rule, School District #219 (arrived during meeting)  
Daryl Moon, School District #74  
Anthony Ficarelli, attorney for School District #74  
Nicholas Greifer, Kane McKenna & Associates  
Robert Rychlicki, Kane McKenna & Associates

**I. Call to Order**

The meeting was called to order at 11:04 a.m. It was noted that five of the seven taxing districts having a seat on the Board were present.

**II. Introduction of Representatives**

Introductions were made among the taxing district representatives and staff present.

**III. Selection of Public Member**

Don Gelfund, representing Niles Township, moved to select Paul Eisterhold as the Public Member of the Board. Motion seconded by Ken Cull, representing School District #74. Motion approved 5-0 by voice vote electing Paul Eisterhold as the Public Member. Mr. Eisterhold then took his seat as a voting member of the Joint Review Board.

**IV. Selection of Chair**

Public Member Paul Eisterhold nominated Village Representative Jim Persino as Chair of the Joint Review Board. Motion seconded by Don Gelfund, representing Niles Township. Motion approved 6-0 by voice vote and Jim Persino was declared Chairman.

**V. Review JRB Procedures and Duties**

Community Development Director Tim Clarke distributed a sheet listing procedures and duties of the Board. Robert Rychlicki of Kane McKenna & Associates provided a brief overview of the procedures and duties of the Board.

**VI. Review Proposed Devon-Lincoln TIF Plan & Eligibility**

Utilizing a power point presentation, Robert Rychlicki and Nicholas Greifer of Kane McKenna and Associates (KMA) provided an overview and summary of the proposed Devon-Lincoln TIF Plan & the qualification factors present in the proposed area.. They noted that they had found that the area contains well over a majority of buildings exceeding 35 years in age and that the area also was found to have more than three qualifying factors. As such Mr. Rychlicki stated the area would qualify under state law utilizing the Conservation Area criteria for establishing a TIF District. KMA representatives continued with the presentation and noted that they actually found six qualifying factors in the proposed area. These six factors are: Obsolescence; Inadequate Utilities; Excessive Land Coverage; Deleterious Layout; Excessive Vacancies; and, Lagging EAV. KMA stated that in their professional judgment, the proposed area clearly met the eligibility requirements for establishment of a TIF District under state law utilizing the Conservation Area criteria..

Various questions were asked and discussion ensued, particularly concerning vacancies found in the area. During this discussion Kris Rule of District #219 joined the meeting.

It was noted that draft enacting Ordinances were included in the JRB meeting packet and that these ordinances may be considered by the Village Board at a subsequent meeting following the scheduled February 19, 2013 public hearing. .

Additional discussion ensued.

**VII. Recommendation to Village Board**

It was noted that in the meeting packet a proposed Resolution had been prepared for Board consideration of this matter. School District #74 representative Cull indicated that due to the winter holidays, unfortunately this matter has not yet been discussed by the District #74 School Board and therefore, no direction has yet been given on this matter. Representatives of School District #219 and Lincolnwood Library District voiced similar statements.

It was noted that the Joint Review Board has 30 days from January 15<sup>th</sup> in order to render a recommendation after which, pursuant to state law, it is presumed the JRB is supportive of the proposed district. Discussion continued and it was the consensus of the Board that an additional meeting of the Board would be appropriate, allowing additional time for representatives to obtain direction from the respective taxing district boards. Given this discussion, representative Cull made a motion, seconded by representative Bochenski, to continue this matter to a Joint Review Board meeting to be held on Wednesday February 6<sup>th</sup> at 11AM in Village Hall. Motion approved 6-0 by voice vote.

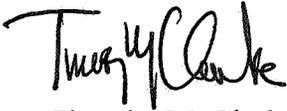
**VIII. Public Forum**

No member the public indicated a desire to address the Board.

**IX. Adjournment**

By consensus, the meeting was adjourned at 12:15 p.m.

Respectfully submitted,



Timothy M. Clarke, AICP  
Community Development Director  
Village of Lincolnwood

APPROVED



**INTERGOVERNMENTAL JOINT REVIEW BOARD**  
**for**  
**Proposed Devon-Lincoln Tax Increment Financing District**

**Meeting on**  
**February 6, 2013**  
**Council Chamber Room**  
**Lincolnwood Village Hall**  
**11:00AM**

**MEETING MINUTES**

**Members Present**

Chairman Jim Persino, Village Representative  
Su Bochenski, Lincolnwood Library District  
Paul Eisterhold, Public Member  
Nanciann Gatta, School District #219 Representative  
Darrell Moon, School District # 74 Representative  
Donald Gelfund, Niles Township Representative

**Members Absent**

Oakton Community College Representative  
Cook County Representative

**Village Staff Present**

Timothy Wiberg, Village Manager  
Timothy Clarke AICP, Community Development Director  
Aaron Cook AICP, Development Manager

**Others Present**

Larry Elster, Village President Pro Tem  
Kendra Beard, President, Lincolnwood Library District  
Julie Anne Nitz-Weiss, Lincolnwood Library District  
Tony Ficarelli, Attorney for School District #219  
Georgia Talaganis, Village resident  
Marilyn Marwedel, Village resident  
Demerise Gratch, Village resident  
Nicholas Greifer, Kane McKenna & Associates  
Robert Rychlicki, Kane McKenna & Associates

**I. Call to Order**

The meeting was called to order at 11:10 a.m. by Chairman Persino, noting that six members of the Board were present.

**II. Minutes Approval**

On motion by member Eisterhold and seconded by member Bochenski, the minutes of the January 15, 2013 meeting held on the proposed Devon-Lincoln TIF District was approved 6-0, as presented, by a voice vote. It was noted that today's meeting was a continuation of the Board's proceedings which began at the January 15, 2013 meeting.

**III. Follow-up Questions and Discussion**

Village staff noted that since the January 15th meeting of the JRB, Village staff had attended a meeting of the school board for District #74 and also held separate meetings with staff of District #74 as well as with staff of School District #219.

Village staff indicated that a question had been raised by the school board for District #74 concerning the amount of business areas in the Village located in TIF Districts. Staff indicated that at this school board meeting it was stated that this figure had not been computed but speculated, without the aid of a map in-hand, that with the proposed Devon-Lincoln TIF counted, approximately 33% of the Village's business areas would be outside of a TIF District.

Staff stated that since this meeting with the school board, staff requested its GIS experts to estimate the Village's business areas within and outside of the Village's TIF Districts. A map of the Village was then shown JRB members, highlighting the business areas and TIF areas of the Village. It was stated by Village staff that upon review by the Village's GIS experts, that currently approximately 38% of the Village's business areas were within TIF Districts and that if the Devon-Lincoln TIF was to be established, approximately 51% of the Village's business areas would be located within a TIF District. It was noted that these percentages pertained to land area only. The amount of the Village's Equalized Assessed Value (EAV) captured by the existing TIF Districts as incremental EAV, was only 3.3% of the Village's entire EAV amount.

Discussion continued by members on various items related to the proposed TIF including the amount and cost of proposed public works improvements planned for TIF expenditures. Some members commented that their familiarity with TIF's was that certain TIF Districts were "project-driven" whereby a specific development project was determined, coinciding with the establishment of a TIF District. ON the other hand, it was commented that certain TIF Districts including the NEID TIF were not established with a specific project determined at the outset, but that it was established to meet priorities established by the Village for a planning area. (Note: the Devon-Lincoln and Purple Hotel TIFs were established after a Lincoln Avenue Corridor planning study was developed in 2005 and then adopted by the Village as a priority area for redevelopment, prior to designating certain financing tools such as TIF.) when a specific development was being proposed which would in part be funded through the TIF. Discussion continued on the two different types of TIF's.

Tony Ficarelli, attorney for School District #74, addressed the Board and identified four specific areas of concern which were contained in printed material he handed out to the Board. These concerns were: 1) Lack of early notice given to the taxing district concerning the proposal; 2) that the proposed district was bad precedence (sic); 3) that the proposal was a dangerous plan; and, 4) that the Plan was not similar to the Village's other TIF Districts. He noted that the school district was not necessarily opposed to TIF's and was hopeful that the taxing districts would be able to cooperate on this matter to the benefit of the residents. Discussion continued on various points after which Mr. Ficarelli requested that the Board consider a proposed Resolution he had drafted.

#### **IV. Consideration of a Resolution**

Attorney Ficarelli, representing School District #74 passed out a proposed Resolution which he requested be considered by the Board. It was noted that this was a proposed substitute Resolution to the proposed Resolution which was contained in the Board's meeting packet and also reviewed at the initial JRB meeting on January 15, 2013). The essence of this substitute proposed Resolution was a recommendation to seek additional information, an acknowledgement that the JRB Board must render a recommendation within 30 days of first meeting and therefore the proposed substitute Resolution provided for a provisional recommendation disapproving of the proposed Devon-Lincoln Redevelopment Plan. It was stated, that adoption of the substitute Resolution would trigger an additional 30 day period by which the Village would need to confer with the Board over its concerns. Discussion continued on the proposed substitute Resolution and a short recess was requested and agreed by all to allow each member to read the proposal and to discuss amongst its various staff members in attendance at the meeting.

After the short recess, several members requested modifications to the third proposed whereas clause and these modifications were discussed and by consensus agreed to. Additional discussion ensued. At the conclusion of discussion, Darrell Moon, representing School District #74 made a motion to adopt the amended substitute Resolution proposed by District #74. Motion seconded by Su Bochenski representing the Lincolnwood Library District. A roll call vote was taken, with representatives of the following taxing districts indicating support for the motion: School District #74; School District #219; Lincolnwood Library District; Niles Township; Village of Lincolnwood; and Public Member. It was noted two taxing districts were absent from the meeting: Cook County and Oakton College. Motion approved 6-0 and the amended substitute Resolution (attached) was adopted.

#### **V. Next Steps**

Discussion occurred by the Board on a convenient time to next meet. March 6, 2013 at 11AM in Village Hall was selected and Don Gelfund representing Niles Township made a motion to continue the Board's deliberations on this matter to March 6, 2013 at 11AM in Village Hall. Motion seconded by Darrell Moon representing District #74. By voice vote, motion approved 6-0.

**VI Public Forum**

It was noted that no member the public indicated a desire to address the Board.

**IX. Adjournment**

By consensus, the meeting was adjourned at 12:34 PM.

Respectfully submitted,

A handwritten signature in black ink that reads "Timothy M. Clarke". The signature is written in a cursive style with a large initial "T" and "C".

Timothy M. Clarke, AICP  
Community Development Director  
Village of Lincolnwood

APPROVED

**RECOMMENDATION AND REPORT OF THE  
JOINT REVIEW BOARD OF THE VILLAGE OF LINCOLNWOOD  
CONVENED TO REVIEW THE PROPOSED  
DEVON-LINCOLN TAX INCREMENT FINANCE (TIF) DISTRICT**

WHEREAS, The Joint Review Board re-convened on February 6, 2013 pursuant to the provisions of the Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-1 *et seq.* (the Act); and

WHEREAS, the members of the Joint Review Board reviewed the public record, planning documents and proposed ordinances approving the redevelopment plan and project; and

WHEREAS, The Joint Review Board has determined that additional documentation provided by the Village relevant to the TIF Redevelopment Plan and the TIF Qualification Report would be desirable to further describe how the proposed Plan meets the plan requirements, eligibility criteria or the objectives of the Act; and

WHEREAS, the Joint Review Board wishes to continue to work cooperatively with the Village in order to garner the information needed to complete the evaluation of the plan and project.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE OF LINCOLNWOOD JOINT REVIEW BOARD as follows:

SECTION 1. RECITALS. The above recitals are incorporated herein by reference.

SECTION 2. COLLABORATION ENCOURAGED. The Joint Review Board welcomes the opportunity to review a revised plan prepared by the Village in collaboration with the other taxing bodies within the next 30 days consistent with the statutory authority provided under the Act.

SECTION 3. RECOMMENDATION. The Joint Review Board does hereby find, by majority vote of those present and voting, that they desire additional information to ascertain if the proposed project meets the requirements and objectives of the Act and that the Act requires a recommendation be issued by it to the Village within thirty (30) days of the first meeting of the Joint Review Board and therefore provisionally recommends the disapproval of the Plan before it.

SECTION 4. FURTHER ACTION. Pursuant to the Act, the Joint Review Board, in issuing its recommendation of provisional disapproval, seeks to meet and confer with the municipality during the next 30 days to seek additional information in the hope that the Joint Review Board may resolve its concerns relating to the qualification of the proposed plan or a revised version thereof.

Respectfully Submitted to the Village Board this 6<sup>th</sup> day of February, 2013,

\_\_\_\_\_  
Chairman,  
Representative of the Village of Lincolnwood      \_\_\_\_\_ Aye      \_\_\_\_\_ Nay

\_\_\_\_\_  
Public Member Paul Eisterhold      \_\_\_\_\_ Aye      \_\_\_\_\_ Nay

\_\_\_\_\_  
Oakton Community College  
District #535 Representative      \_\_\_\_\_ Aye      \_\_\_\_\_ Nay

\_\_\_\_\_  
High School District #219 Representative      \_\_\_\_\_ Aye      \_\_\_\_\_ Nay

\_\_\_\_\_  
Lincolnwood School District #74 Representative      \_\_\_\_\_ Aye      \_\_\_\_\_ Nay

\_\_\_\_\_  
Lincolnwood Library District Representative      \_\_\_\_\_ Aye      \_\_\_\_\_ Nay

\_\_\_\_\_  
Niles Township Representative      \_\_\_\_\_ Aye      \_\_\_\_\_ Nay

\_\_\_\_\_  
Cook County Representative      \_\_\_\_\_ Aye      \_\_\_\_\_ Nay

APPROVED



**INTERGOVERNMENTAL JOINT REVIEW BOARD**  
for  
**Proposed Devon-Lincoln Tax Increment Financing District**

Meeting on  
**March 6, 2013**  
Council Chambers Room  
Lincolnwood Village Hall  
11:00AM

**MEETING MINUTES**

**Board Members Present**

Chairman James Kucienski, Village Representative (Alternate)  
Su Bochenski, Lincolnwood Library District  
Paul Eisterhold, Public Member  
Nanciann Gatta, School District #219 Representative  
Darrell Moon, School District # 74 Representative  
Donald Gelfund, Niles Township Representative

**Board Members Absent**

Oakton Community College Representative  
Cook County Representative

**JRB Attorney**

Steven Elrod

**Village Staff Present**

Timothy Wiberg, Village Manager  
Timothy Clarke AICP, Community Development Director  
Aaron Cook AICP, Development Manager  
Robert Merkel, Finance Director

**Others Present**

Kendra Beard, President, Lincolnwood Library District  
Barbara Faermark, Marc Printing and Graphics 6416 Ridgeway Avenue  
Tony Ficarella, Attorney for School District #74 & Lincolnwood Library District  
Nicholas Greifer, Kane McKenna & Associates  
Robert Rychlicki, Kane McKenna & Associates

**I. Call to Order**

The meeting was called to order at 11:07 a.m. by James Kucienski, noting that six members of the Board were present. It was noted that James Kucienski was the alternate Village representative to the Board and the Vice Chairman of the Village Economic Development Commission and that he would also be serving as Chair today in the absence of James Persino. Chairman Kucienski noted that Steven Elrod, Lincolnwood's Village Attorney, is present and is serving as the attorney for the JRB.

**II. Minutes Approval**

On motion by member Gelfund and seconded by member Moon, the minutes of the February 6, 2013 JRB meeting on the proposed Devon-Lincoln TIF District was approved 6-0, as presented, by a voice vote.

**III. Follow-up Questions and Discussion**

Chairman Kucienski noted the specific purpose of these proceedings were to consider whether the proposed District qualified under state law for tax increment financing and he asked members to identify any areas of specific concern with the proposal before the Board. In response, Member Gatta noted her concerns that certain specific properties in the proposed area had already been developed. Attorney Tony Ficarelli, representing Tax District #74 and Lincolnwood Library District, stated that at the February 6<sup>th</sup> meeting he had enunciated concerns and asserted that the current proposal was contradictory to the State Act and was simply a Village pretext for funding public improvements. Nonetheless, he indicated that he was hopeful that all taxing districts would collaborate on this matter for the betterment of the community.

Steve Elrod noted that the JRB had a specific duty to provide a recommendation concerning whether it found the proposal consistent with State law. Discussion ensued among members.

It was stated that some of the taxing districts on the JRB have concerns about the proposed budget and eligible costs. Ms. Gatta indicated that use of the expected increment appears vague which was of concern. Attorney Ficarelli stated that he does not believe the area qualifies as a Conservation Area and questioned whether this proposed TIF was necessary. He indicated this raised the issue of the Village's other TIF's among other taxing districts and led to their proposal to link the existing Village TIF's and their proposal for an intergovernmental agreement.

Discussion continued on whether the Village was desirous of cooperating with the various taxing districts with some members expressing concern that it did not appear that the Village was any longer interested in cooperation. Village Manager Wiberg noted that the Village has been fully cooperative, stating that the Village has provided very quick responses to information that had been requested on behalf of members. He further noted that the business points recently identified for a potential intergovernmental agreement were only received on this past Monday and that the Village Board has not had a chance to fully review and

respond. He reiterated along with Attorney Elrod that the Village Board has indicated a desire to cooperate with the taxing districts on this matter.

Member Eisterhold asked for clarification concerning state law and whether changes could be made at this time to the proposed geographical extent and proposed district boundaries. It was stated that changes to reduce the size of the proposed district could be made, however any proposal to increase the area would require that the process begin anew.

Member Gelfund indicated that Niles Township has no issue of concern with this proposed TIF District and the Township has generally always been supportive of local efforts to improve the Township. He noted that evidence presented indicates that the EAV of the proposed area is declining and if nothing occurs, this trend is likely to continue.

Member Eisterhold stated that the Village is proposing that this area qualifies for TIF designation as a Conservation area, which he noted by state law required the presence of three factors. Eisterhold noted that through the Village study, the Village has identified and substantiated six factors present in the proposed area and he has yet to hear any evidence presented at these proceedings that the factors identified are insufficient for the area to qualify for TIF designation. He invited members to identify which of the 6 factors identified by the Village are not present in the proposed area. No member responded. Member Eisterhold indicated that what is before the Board is the proposed District and whether it qualifies under state law and whether the proposed plan meets State requirements and not the Village's existing TIF Districts.

#### **IV. Consideration of a Resolution**

Attorney Elrod stated that the work of the JRB statutorily must be concluded no later than March 8, 2013, but that this did not prevent the JRB from convening at a later date, nor would this prevent discussions occurring among the taxing districts on any potential intergovernmental agreement or other matter, separate from the JRB proceedings. Member discussion ensued.

It was noted that the public hearing on this matter had commenced on February 19<sup>th</sup> but had been continued to April 16<sup>th</sup> and any action by the Village Board on the proposed TIF District could only occur within a certain time period after the close of the public hearing. It was stated this time period for Village Board action was no sooner than 14 days after the close of the public hearing but not later than 90 days after the close of the public hearing.

It was further noted that the JRB acted at its February 6<sup>th</sup> meeting and adopted a Resolution providing its recommendation of provisional disapproval and that the Board could choose to let this Resolution stand or take further action today. Mr. Elrod stated that any action of the JRB was a recommendation only and not binding on the Village Board and that the only legal effect of a negative recommendation was to require a super majority of the Village Board to support

the TIF in order for the District to be established and a positive JRB recommendation on the proposed TIF District would only require a simple majority of the Village Board to support establishing the TIF for it to be established. Member discussion continued.

In response to a question, it was clarified that to adopt a Resolution at this meeting, 4 of the 6 members present would be required to support the proposed action and any tie vote on a motion would result in that motion failing. Discussion continued among Board members as to what if any action would be desirable now and by consensus, members agreed to let the Resolution adopted on February 6<sup>th</sup> to stand. No member made any further motion.

**V. Next Steps**

By consensus, members established Monday April 8, 2013 at 11AM in Village Hall for its next meeting.

**VI Public Forum**

Chairman Kucienski opened the floor for comments from members of the public. Craig Klatzco rose and noted he was the owner of the Bunny Hutch and miniature Golf facility in the proposed TIF area. He asked Village staff if he or any member of his family had ever contacted the Village requesting that a proposed TIF District be created. Village Manager Wiberg and Community Development Director Clarke both indicated no. Mr. Klatzco then asked Village staff if any developer has approached the Village concerning his properties requesting that a TIF District be created. Both Village Manager Wiberg and Community Development Director Clarke both responded no. Mr. Klatzco thanked the board for the opportunity to address this matter.

**IX. Adjournment**

On motion made by member Moon seconded by member Bochenski and by voice vote with 6 members in support and none opposed, the meeting was adjourned at 12:10PM.

Respectfully submitted,



Timothy M. Clarke, AICP  
Community Development Director  
Village of Lincolnwood



**DRAFT**

**INTERGOVERNMENTAL JOINT REVIEW BOARD**  
for  
**Proposed Devon-Lincoln Tax Increment Financing District**  
Meeting on  
**April 8, 2013**  
**Council Chambers Room**  
**Lincolnwood Village Hall**  
**11:00AM**

**MEETING MINUTES**

**Board Members Present**

Chairman James Kucienski, Village Representative (Alternate)  
Su Bochenski, Lincolnwood Library District  
Paul Eisterhold, Public Member  
Nanciann Gatta, School District #219 Representative  
Ken Cull, School District # 74 Representative  
Donald Gelfund, Niles Township Representative

**Board Members Absent**

Oakton Community College Representative  
Cook County Representative

**JRB Attorney Present**

Steven Elrod

**Village Staff Present**

Timothy Wiberg, Village Manager  
Douglas Petroschius, Assistant Village Manager  
Timothy Clarke AICP, Community Development Director  
Aaron Cook AICP, Development Manager  
Robert Merkel, Finance Director  
Andrea Litzhoff, Community Development Intern

**Others Present**

Jerry Turry, Village President  
Kendra Beard, President, Lincolnwood Library District  
Darrel Moon, School District #74  
Tony Ficarelli, Attorney for School District #74  
Nicholas Greifer, Kane McKenna & Associates  
Robert Rychlicki, Kane McKenna & Associates  
Georgia Talaganis, resident

Craig Klatzco, resident  
Marilyn Markwedel, resident

**I. Call to Order**

The meeting was called to order at 11:05 a.m. by Chairman James Kucienski, noting that six members of the Joint Review Board were present. James Kucienski indicated that Jim Persino could not attend this meeting and reminded members that he was the alternate Village representative to the Board and the Vice Chairman of the Village Economic Development Commission.

**II. Minutes Approval**

On motion by member Cull and seconded by member Gatta, the minutes of the March 6, 2013 JRB meeting concerning the proposed Devon-Lincoln TIF District was approved 6-0, as presented, by a voice vote.

**III. Follow-up Discussion & Comments**

Members discussed the status of the Board's prior adopted Resolution and the status of the continued public hearing scheduled for April 16<sup>th</sup>. Village staff noted that it was the recommendation of staff to again continue the public hearing from April 16<sup>th</sup> to June 18<sup>th</sup>. Discussion ensued concerning public hearing procedures.

Discussion then continued on a date for another meeting of the JRB. May 16<sup>th</sup> was given as a possibility for a meeting, however in further discussion, it was determined that this date was too close to the seating of the new Village Board as a result of elections and would not then be a productive meeting of the JRB. Various other dates and times were discussed. On a motion by member Bochenski, seconded by member Cull, a meeting of the JRB was called to convene at 11AM, Monday June 10<sup>th</sup> at Village Hall. Motion approved, by voice vote, 6-0.

President Turry rose and requested to address the Board. He indicated that it came to his attention that School District #74 had placed extensive material on its website criticizing the use of TIF in the Village. Village Manager Wiberg indicated he noticed that the logos of both the Library District and School District #219 also appeared on this anti-TIF material located on the District #74 website. He asked if these taxing districts were in support of this inflammatory material. Member Gatta indicated that, while District 219 had previously expressed its concerns about the proposed Devon-Lincoln TIF District as it is currently proposed, she was not aware that her District's logo was being used on the School District 74 Website. She said she would immediately look into this. Member Bochenski indicated they had similar views as that of District #219 concerning the proposed TIF District.

It was noted that School District #74 currently has an intergovernmental agreement with the Village which provides ongoing payments to the school district and which also requires the school district to support the Village's TIF and redevelopment efforts. Some in attendance wondered if the inflammatory school

district #74 website material was consistent with its existing intergovernmental agreement.

**VI Public Forum**

No member present in the audience expressed a desire to address the Board.

**IX. Adjournment**

On motion made by member Bochenski and seconded by member Gelfund, by a 6-0 voice vote, the meeting was adjourned at 11:48AM.

Respectfully submitted,

Timothy M. Clarke, AICP  
Community Development Director  
Village of Lincolnwood

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**VILLAGE OF LINCOLNWOOD**

**TIF REDEVELOPMENT PLAN**

**DEVON-LINCOLN TIF DISTRICT**

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**“Redevelopment plan” means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et. seq., as amended.**

**Prepared by the Village of Lincolnwood, Illinois**

**in conjunction with**

**Kane, McKenna and Associates, Inc.**

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November 2012

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## I. INTRODUCTION

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The Village of Lincolnwood (the “Village”) is an established community located in northern Cook County, Illinois. It is contiguous to the northern border of the City of Chicago and the Village of Skokie, as well as being in close proximity to the City of Evanston. The advantageous location puts it at the center of a dense “trade area” that allows Lincolnwood businesses to draw from and attract a large number of customers with a higher level of disposable income.

In this report, the Village proposes a Tax Increment Financing Redevelopment Plan to assist an area in overcoming a number of redevelopment barriers. Kane, McKenna and Associates, Inc. (KMA) has been retained by the Village of Lincolnwood to conduct an analysis of the potential qualification and designation of the area as a Tax Increment Financing (“TIF”) District, and to assist the Village in drafting this TIF Redevelopment Plan.

**TIF Plan Requirements.** The Village is completing this Plan as required by the Tax Increment Allocation Redevelopment Act, (the “Act”) 65 ILCS 5/11-74.4-3, et. seq., as amended. To establish a TIF district (otherwise known as the Redevelopment Project Area (“RPA”)), Illinois municipalities must adopt several documents, including a TIF Redevelopment Plan and Eligibility Report.

The Act enables Illinois municipalities to establish TIF districts, either to eliminate the presence of blight or to prevent its onset. The Act finds that municipal TIF authority serves a public interest so as to: “promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken; that to remove and alleviate adverse conditions it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas” (65 ILCS 5/11-74.4-2(b)).

By definition, a TIF “Redevelopment Plan” means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualify the redevelopment project area as a “blighted area,” “conservation area” (or combination thereof), or “industrial park conservation area,” and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the Tax Increment Allocation Redevelopment Act.

**Community Background.** The Village of Lincolnwood was established in 1911 (originally incorporated as Tessville). In the post World-War II era, the municipality became a vibrant, fast growing suburban community, reaching a population of nearly 13,000 by 1970. Since then the population has stabilized and was at an estimated 12,590 as of the 2010 U.S. Census.

The Village has a number of important assets that create an economically competitive environment for businesses and attracts residents to the community. As mentioned, because of its proximity to Chicago and nearby north shore suburbs, it has an advantageous location with access to a strong customer base. Lincoln Avenue, one of the oldest arterial roads in the region, acts as an important gateway to the community.

In addition to having major arterials (including Lincoln Avenue and Devon), the Village benefits from a number of other transportation assets. Businesses within the TIF District have convenient access to Interstate 94 via Touhy Avenue. Residents and businesses also benefit from close proximity to two Metra rail lines as well as a nearby CTA train station.

The business environment is supported by quality government services as well. The Village has a tradition of professional city management and high-performing schools. The Village also has a highly educated workforce, with 45% of adults having a bachelor degree or higher level of education (versus 30% for Illinois on average).

In sum, the TIF District has a number of important assets:

- Both Lincoln Avenue and Devon Avenue are major arterial roads and provide the traffic counts necessary to support commercial and retail uses;
- The proposed TIF District is situated in the middle of a network of small and large retailers that would complement any new uses with the study area; and
- The area covers two “gateways” to the Village, one from the east (commuters entering by crossing McCormick Parkway) and the other from the south from Chicago (on Lincoln), and as such presents a major opportunity for forming a positive first impression and community “branding”.

Lastly, the area is nearly equidistant between two Metra train lines with stops in Morton Grove and Edgebrook (Chicago) to the west and Evanston to the east, as well as being close to a new CTA Yellow Line train stop opened in 2012.

Despite the area’s latent strengths, many parcels in the area are underutilized. The TIF District as a whole suffers from a variety of economic development impediments as identified in the TIF Act, such as excessive vacancies and obsolescence. In comparison to the balance of Village taxable value, the TIF district property valuations have lagged behind the Village’s annual growth rates. The TIF Qualification Report (Section V) identifies other impediments to redevelopment.

The Devon-Lincoln TIF area has the potential for redevelopment of certain underutilized properties as well as other existing properties. Such redevelopment would build upon locational advantages and established commercial uses. As

such, the Village has identified a number of objectives for redevelopment, with tax increment financing acting as a tool to achieve them. Please refer to Section III of this report for additional information about the goals, objectives and activities to support redevelopment.

**The TIF District.** The RPA consists of **113 tax parcels**. Most of the TIF District area (in terms of land and building space) is within the “Proesel triangle,” which is largely an industrial-oriented area bounded by Proesel, Lincoln and Devon. Additional parcels are situated along Devon, to the east between Lincoln and McCormick Parkway. Although the dominant land use has been industrial, there are a number of commercial and retail uses, particularly along the Devon strip to the east and certain sites along Lincoln Avenue. The area has a number of residential uses that appear to be non-conforming uses established prior to modern land use practices.

The proposed TIF District suffers from a variety of economic development impediments, as identified in the TIF Act. For example, it suffers from obsolescence and excessive vacancies. Section V of the *TIF Eligibility Report* (see Appendix 5) report identifies the following impediments to redevelopment:

- Lagging EAV
- Excessive Vacancies
- Obsolescence
- Deleterious Layout
- Overcrowding of Parcels
- Inadequate Utilities.

On balance, the combination of these factors limits the opportunities for private reinvestment within and around the RPA. Such factors potentially suppress the value of future development and weaken the potential for business growth – limiting employment and contributing to the lack of sustained investment in the area.

Going forward, the RPA may be suitable for new development if there is coordination of uses and redevelopment activity by the Village. Under this TIF Redevelopment Plan and as part of its comprehensive economic development planning, the Village intends to attract and encourage commercial and retail/mixed uses to locate, upgrade, expand and/or modernize their facilities within the Village. Through the establishment of the RPA, the Village would implement a program to redevelop key areas within the Village through the provision of public improvements and the coordination of redevelopment activities. In so doing, the Village would stabilize the area, extend benefits to the community, and assist affected taxing districts over the long run.

**Rationale for Redevelopment Plan.** The Village recognizes the need for a strategy to revitalize properties and promote development within the boundaries of the RPA. The needed private investment may only be possible if a TIF district

is adopted pursuant to the terms of the Act. Incremental property tax revenue generated by the development will play a decisive role in encouraging private development. Site conditions that may have precluded intensive private investment in the past will be eliminated. Ultimately, the implementation of the Plan will benefit both the Village and surrounding taxing districts, by virtue of the expected expansion of the tax base.

The Village does not anticipate that area as a whole would be developed in a coordinated manner without the adoption of the TIF Redevelopment Plan. The Village, with the assistance of KMA, has therefore commissioned this Plan to use tax increment financing in order to address local needs and to meet redevelopment goals and objectives.

The adoption of this Plan makes possible the implementation of a comprehensive program for the economic redevelopment of the area. By means of public investment, the RPA will become a more viable area that will attract private investment. The public investment will lay the foundation for the redevelopment of the area with private capital. This in turn will set the stage for future retail, commercial and retail/residential/mixed use opportunities surrounding the area.

The designation of the area as an RPA will allow the Village to pursue the following beneficial strategies:

- Enhancing area appearance through improvements to landscape, streetscape and signage;
- Establishing a pattern of land-use activities that will increase efficiency and economic inter-relationships, especially as such uses complement adjacent current and/or future commercial opportunities and Village redevelopment projects within the RPA and/or surrounding area;
- Coordinating land assembly in order to provide sites for redevelopment;
- Providing infrastructure that supports subsequent redevelopment plans for the RPA; and
- Entering into redevelopment agreements in order to redevelop property and/or to induce new development to locate within the RPA.

Through this Plan, the Village will serve as the central influence for the coordination and assembly of the assets and investments of the private sector and establish a unified, cooperative public-private redevelopment effort. Several benefits are expected to accrue to the area: entry of new businesses; new employment opportunities; and physical and aesthetic improvements. Ultimately, the implementation of the Plan will benefit (a) the Village, (b) the taxing districts serving the RPA, (c) residents and property owners within the RPA, and (d) existing and new businesses.

**Village Findings.** The Village, through legislative actions as required by the Act, finds:

- That the RPA as a whole has not been subject to growth and development through investment by private enterprise;
- That in order to promote and protect the health, safety, and welfare of the public, certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of such areas must be undertaken;
- To alleviate the adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas;
- That public/private partnerships are determined to be necessary in order to achieve development goals;
- That without the development focus and resources provided for under the Act and as set forth in this Plan, growth and development would not reasonably be expected to be achieved;
- That the use of incremental tax revenues derived from the tax rates of various taxing districts in the RPA for the payment of redevelopment project costs is of benefit to the taxing districts, because the taxing districts would not derive the benefits of an increased assessment base without addressing the coordination of redevelopment; and
- That the TIF Redevelopment Plan conforms to the Lincolnwood *Comprehensive Plan*, as detailed in Section III of this report.

It is further found, and certified by the Village, in connection to the process required for the adoption of this Plan pursuant to the Act, that the projected redevelopment of the RPA would not result in the displacement of ten (10) inhabited residential units or more, and that the RPA contains fewer than seventy-five (75) inhabited residential units. Therefore, *this Plan does not include a Housing Impact Study.*

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA. Redevelopment of the RPA area is tenable only if a portion of the improvements and other costs are funded by TIF.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the

redevelopment project. Also pursuant to the Act, the area in the aggregate is more than 1½ acres. A boundary map of the RPA is included in Appendix 2 of this Plan.

## **II. RPA LEGAL DESCRIPTION**

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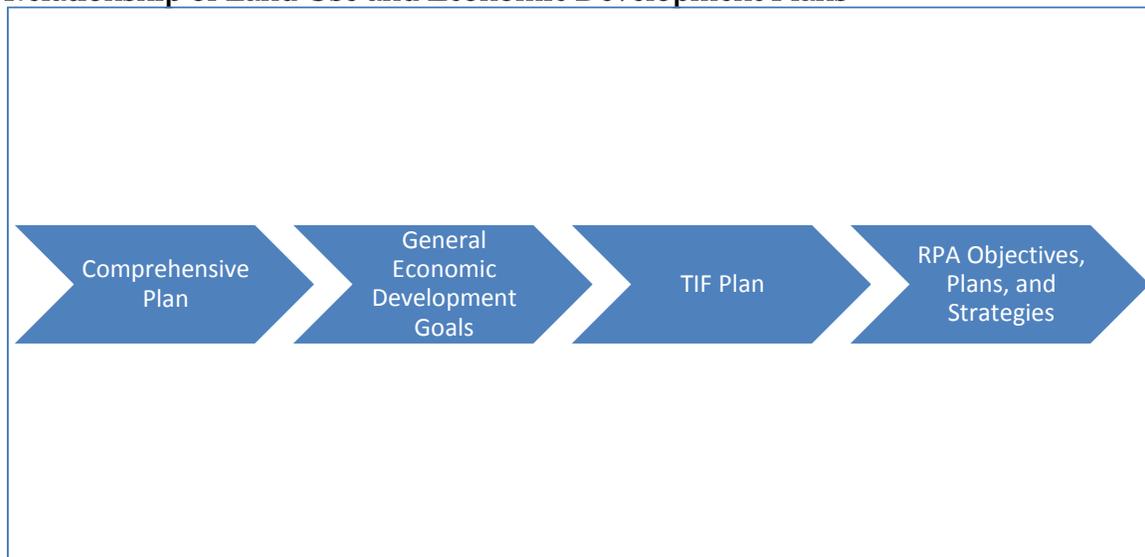
The Redevelopment Project Area legal description is attached in Appendix 1.

### III. RPA GOALS AND OBJECTIVES

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The Village has established a number of economic development goals, objectives, and strategies which would determine the kinds of activities to be undertaken within the Devon-Lincoln TIF District. These efforts would conform to and promote the achievement of land use objectives in the Village's *Comprehensive Plan*.

Exhibit 1  
Relationship of Land Use and Economic Development Plans



As indicated in the exhibit above, the Village's primary planning document is the *Comprehensive Plan* which describes the overall vision for the Village and is the foundation for Village initiatives such as the Devon-Lincoln TIF District. This overarching planning document determines future land uses and influences all other Village planning effort such as the TIF planning process.

**General Economic Development Goals of the Village.** Establishment of the Devon-Lincoln RPA supports the following Village-wide objectives enunciated in the *Comprehensive Plan* that would guide future economic development activities and influence the parameters of future redevelopment projects.

Exhibit 2

Components of *Comprehensive Plan* Applicable to Devon-Lincoln RPA

<b>Objective</b>	<b>Policy (Excerpts)</b>
Promote the growth and redevelopment of business and commercial areas.	<ul style="list-style-type: none"> <li>• Encourage the location of new or expanding businesses in existing commercial locations that would benefit from redevelopment.</li> <li>• Provide assistance programs for commercial property owners who rehabilitate their properties.</li> <li>• Consider land assembly to facilitate commercial redevelopment.</li> <li>• Expand the number of off-street parking spaces where needed to serve established business areas.</li> <li>• Promote restoration of parkway landscaping where it has been paved over; require restoration of parkway landscaping as properties are redeveloped.</li> <li>• Consider vacating street segments intersecting with Lincoln Avenue, Devon Avenue and other commercial streets, to create larger redevelopment sites, create safer, more efficient traffic patterns and provide better buffers for residential areas.</li> </ul>
Maintain viable industrial areas as employment centers	<ul style="list-style-type: none"> <li>• Identify ways to increase the parking supply in industrial areas.</li> <li>• Upgrade rights-of-way to industrial street standards when undertaking street improvements in industrial areas.</li> <li>• Upgrade the image of Lincolnwood’s industrial areas through coordinated improvement programs.</li> </ul>
Reduce land use conflicts between residential and non-residential uses.	<ul style="list-style-type: none"> <li>• Augment development requirements for buffering and landscaping between residential and non-residential uses.</li> <li>• Encourage creative ways to provide parking and enhance landscaping of private property.</li> <li>• Require on-site provisions for stormwater detention, encouraging underground detention where appropriate, with respect to new commercial and industrial development.</li> </ul>
Establish and maintain a positive community identity along arterial streets.	<ul style="list-style-type: none"> <li>• Establish appearance review standards within the Zoning Ordinance for non-residential development.</li> <li>• Amend the property maintenance code as needed to provide effective enforcement power.</li> <li>• Enforce the provisions of the sign ordinance.</li> <li>• Establish landscape requirements for new and existing commercial and industrial developments.</li> <li>• Require businesses to screen private parking lots, preferably with plants.</li> <li>• Encourage consolidation of driveways and parking lot entrances and narrowing their width in order to create a safer pedestrian environment and pleasant image along Lincolnwood’s commercial streets.</li> <li>• Develop facade/streetscape improvement programs along major arterials.</li> </ul>
Improve the appearance of community gateways and arterial corridors.	<ul style="list-style-type: none"> <li>• Improve the image of Lincolnwood’s public rights-of-way through systematic beautification efforts.</li> <li>• Pursue opportunities to provide landscaping at key intersections.</li> <li>• Implement the Beautification Opportunities Plan for landscaping and community identifiers at major entry points to Lincolnwood.</li> <li>• Consider upgrading street lighting along commercial corridors in connection with other right-of-way improvements.</li> </ul>

Source: Village of Lincolnwood *Comprehensive Plan*

**Specific Objectives and Strategies for the RPA.** The general goals for economic development cited above would be supported by specific objectives, strategies and performance measures that would “drive” the redevelopment activities undertaken within the RPA. The *Lincoln Avenue Corridor Study* identified a number of recommended actions or strategies that would be supported and potentially financed by TIF designation. (See table below.)

Exhibit 3

Components of *Lincoln Avenue Corridor Study* Applicable to Devon-Lincoln RPA

<b>Component</b>	<b>Recommended Strategies(Excerpts)</b>
Public Streets and Spaces - Improvements in the public right-of-way which can help to create a pedestrian-friendly environment and foster a real sense of place.	<ul style="list-style-type: none"> <li>• Continue and complete median landscaping throughout the corridor.</li> <li>• Diligently pursue parkway restoration whenever possible along Lincoln Avenue, including tree planting and sidewalk restoration.</li> <li>• Enhance crosswalk markings and designations, including signage.</li> <li>• Create and implement a unified streetscape plan for the corridor.</li> <li>• Side street vacations should be explored and examined at appropriate locations.</li> </ul>
Development Regulations - Regulations on private property and new development in the corridor.	<ul style="list-style-type: none"> <li>• Modify the current land use code to allow for mixed use development and in-fill housing; and, to prohibit expansion of drive-thru operations and auto-oriented uses.</li> <li>• Modify the Village Zoning Code to designate and regulate uses and encourage development in newly established business district hubs (including at Devon/Lincoln).</li> <li>• Prohibit new off-street parking lots in front of buildings along Lincoln Avenue. Continue to require landscape screening of existing parking areas.</li> </ul>

Source: Village of Lincolnwood *Lincoln Avenue Corridor Study*, 2005 (incorporated into the Village Comprehensive Plan)

TIF designation would allow the Village to pursue the following objectives within the RPA:

- Reduce or eliminate blight or other negative factors present within the area;
- Coordinate redevelopment activities within the RPA in order to provide a positive marketplace signal to private investors;
- Accomplish redevelopment over a reasonable time period;
- Create an attractive overall appearance for the area; and
- Further the goals and objectives of the Comprehensive Plan.

Ultimately, the implementation of the Redevelopment Project would contribute to the economic development of the area and provide new employment opportunities for Village residents.

The RPA-specific objectives would be fulfilled by the execution of certain strategies, including but not limited to the following:

- Facilitating the preparation of improved and vacant sites, while assisting private developers who would assemble suitable sites for modern development needs;
- Coordinating site preparation to provide additional land for new development, as appropriate;
- Fostering the replacement, repair, and/or improvement of infrastructure, including (as needed) sidewalks, streets, curbs, gutters and underground water and sanitary systems to facilitate the construction of new development within the RPA;
- Facilitating the provision of adequate on- and off-street parking within the RPA;
- Coordinating development in tandem with any transportation system upgrades to make the area more accessible; and/or
- Supporting streetscape improvements, including those identified in the *Lincoln Avenue Streetscape Master Plan*.

Regarding the latter plan, creation of the TIF District would specifically allow for any streetscape improvements at the Devon/Lincoln intersection, such as monument signage, median landscaping, and high quality street lights.

To track success in meeting RPA-specific objectives and strategies, the Village may wish to consider establishing certain performance measures that would help the Village monitor the projects to be undertaken within the RPA. The Government Finance Officers Association recommends that municipalities adopting TIF districts evaluate actual against projected performance (e.g., using metrics such as job creation or tax revenue generation). Exhibit 3 below identifies the types of performance measures the Village may consider to track the performance of projects within the RPA. (Section VI of this report discusses the types of projects that the Village may pursue within the RPA, with the caveat that specific projects at this point are only conceptual in nature.)

**Exhibit 3**  
**Examples of TIF Performance Measures**

<b>Measure</b>	<b>Examples</b>
Input	Public investment (\$) Private investment (\$) Acres of land assembled for TIF
Output/Workload	Jobs created or retained Number of streetscaping fixtures installed Commercial space created (square feet)
Efficiency	Leverage ratio (private investment / public investment) Cost per square foot of commercial space Public subsidies per job created/retained
Effectiveness	% change in assessed value (AV) in TIF versus AV in rest of Village % change in AV within TIF before and after TIF creation Municipal sales taxes before and after TIF creation
Risk	Debt coverage ratio Credit ratings of anchor tenants Tenant diversification (e.g., percent of total TIF EAV attributable to top 10 tenants in commercial development)

Source: *An Elected Official's Guide to Tax Increment Financing*, Government Finance Officers Association.

## **IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH; FISCAL IMPACT ON TAXING DISTRICTS**

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**Evidence of the Lack of Development and Growth within the RPA.** As documented in Appendix 5 of this Plan, the RPA has suffered from the lack of development and would qualify as a conservation area. In recent years, the area has not benefited from sustained public or private investment and/or development. Absent intervention by the Village, properties within the RPA would not be likely to gain in value.

The RPA exhibits various conditions which, if not addressed by the Village, would eventually result in blight. For example, structures and public improvements reflect lagging EAV and obsolescence. Vacancies have also affected the areas appearance and perception by potential investors. These various conditions discourage private sector investment in business enterprises.

**Assessment of Fiscal Impact on Affected Taxing Districts.** It is not anticipated that the implementation of this Plan will have a negative financial impact on the affected taxing districts. Instead, action taken by the Village to stabilize and cause growth of its tax base through the implementation of this Plan will have a *positive impact* on the affected taxing districts by arresting the potential decline or lag in property values, as measured by assessed valuations (AV). In short, the establishment of a TIF district would protect other taxing districts from the potential downside risk of falling AV.

Should the Village achieve success in attracting private investment which results in the need for documented increased services from any taxing districts, the Village will consider the declaration of “surplus funds,” as defined under the Act. Such funds which are neither expended nor obligated for TIF-related purposes can be used to assist affected taxing districts in paying the costs for increased services.

Any surplus Special Tax Allocation Funds (to the extent any surplus exists) will be shared in proportion to the various tax rates imposed by the taxing districts, including the Village. Any such sharing would be undertaken after all TIF-eligible costs – either expended or incurred as an obligation by the Village – have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the Village as provided by the Act.

An exception to the tax-sharing provision relates to the Village’s utilization of TIF funding to mitigate the impact of residential redevelopment upon school and library districts. In such cases, the Village will provide funds to offset the costs incurred by eligible school and the library district in the manner prescribed by 65 ILCS Section 5/11-74.4.3(q)(7.5) of the Act. (Refer to Section VI of this Report, which describes allowable TIF project costs.)

## **V. TIF QUALIFICATION FACTORS PRESENT IN THE RPA**

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**Findings.** The RPA was studied to determine its qualifications under the Tax Increment Allocation Redevelopment Act. It was determined that the area as a whole qualifies as a TIF district under the Act. Refer to the TIF Qualification Report, attached as Appendix 5 in this Plan.

**Eligibility Survey.** Representatives of KMA and Village staff evaluated the RPA from August 2012 to the date of this Plan. Analysis was aided by certain reports obtained from the Village, reports from Village engineering consultants, on-site due diligence, and other sources. In KMA's evaluation, only information was recorded which would help assess the eligibility of the area as a TIF District.

## **VI. REDEVELOPMENT PROJECT**

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**Redevelopment Plan and Project Objectives.** As indicated in Section III of this Report, the Village has established a planning process which guides economic development and land use activities throughout the Village. Consistent with the established planning process, the Village proposes to achieve economic development goals and objectives through the redevelopment of the Devon-Lincoln RPA, pursuit of projects within the RPA, and the promotion of private investment via public financing techniques (including but not limited to tax increment financing).

The project-specific objectives envisioned for the Devon-Lincoln RPA are as follows:

- 1) Implementing a plan that provides for the attraction of users to redevelop underutilized land and buildings that are available within the RPA.
- 2) Constructing public improvements which may include (if necessary):
  - Street and sidewalk improvements (including new street construction and widening of current streets; any street widening would conform with Village standards for context-sensitive design);
  - Utility improvements (including, but not limited to, water, stormwater management, and sanitary sewer projects consisting of construction and rehabilitation);
  - Signalization, traffic control and lighting;
  - Off-street parking and public parking facilities; and
  - Landscaping and beautification.
- 3) Entering into Redevelopment Agreements with developers for qualified redevelopment projects, including (but not limited to) the provision of an interest rate subsidy as allowed under the Act.
- 4) Providing for site preparation, clearance, environmental remediation, and demolition, including grading and excavation, as provided for under the TIF Act.
- 5) Exploration and review of job training programs in coordination with any Village, federal, state, and county programs.

**Redevelopment Activities.** Pursuant to the project objectives cited above, the Village will implement a coordinated program of actions. These include, but are not limited to, acquisition, site preparation, clearance, demolition, provision of public infrastructure and related public improvements, and rehabilitation of structures, if necessary. Such activities conform to the provision of the TIF Act that define the scope of permissible redevelopment activities.

#### Site Preparation, Clearance, and Demolition

Property within the RPA may be acquired and improved through the use of site clearance, excavation, environmental remediation or demolition prior to redevelopment. The land may also be graded and cleared prior to redevelopment.

#### Land Assembly

Certain properties in the RPA (or the entire RPA) may be acquired, assembled and reconfigured into appropriate redevelopment sites. It is expected that the Village would facilitate private acquisition through reimbursement or write-down of related costs, including the acquisition of land needed for construction of public improvements. Relocation may also be required and the Village would conform to the provisions of the Act.

#### Public Improvements

The Village may, but is not required to, provide public improvements in the RPA to enhance the immediate area and support the Plan. Appropriate public improvements may include, but are not limited to:

- Improvements and/or construction of public utilities including extension of water mains as well as sanitary and storm sewer systems, detention facilities, roadways, and traffic-related improvements;
- Parking facilities (on grade and parking structures); and
- Beautification, identification markers, landscaping, lighting, signage of public right-of-ways, and other elements of a streetscaping program.

#### Rehabilitation

The Village may provide for the rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conform to Village code provisions. Improvements may include exterior and facade-related work as well as interior-related work.

### Interest Rate Write-Down

The Village may enter into agreements with for-profit or non-profit owners/developers whereby a portion of the interest cost for construction, renovation or rehabilitation projects are paid for out of the Special Tax Allocation fund of the RPA, in accordance with the Act.

### Job Training

The Village may assist facilities and enterprises located within the RPA in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- Federal programs;
- State of Illinois programs;
- Applicable local vocational educational programs, including community college sponsored programs; and
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

### School and Library District Costs

The Village may provide for payment of school district and library district costs as provided for in the Act relating to residential components assisted through TIF funding.

**General Land Use Plan.** As noted in Section I of this report, the RPA currently contains primarily commercial and industrial uses. Existing land uses are shown in Appendix 3 attached hereto and made a part of this Plan. Appendix 4 designates intended land uses in the Redevelopment Project Area. Future land uses will conform to the Zoning Ordinance and the *Comprehensive Plan* as either may be amended from time to time.

**Additional Design and Control Standards.** The appropriate design standards (including any Planned Unit Developments) as set forth in the Village's Zoning Ordinance and/or *Comprehensive Plan* shall apply to the RPA.

**Eligible Redevelopment Project Costs.** Under the TIF statute, redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred as well as any such costs incidental to the Plan. (Private investments, which supplement "Redevelopment Project Costs," are expected to substantially exceed such redevelopment project costs.) Eligible costs permitted by the Act and pertaining to this Plan include:

- (1) *Professional Service Costs* – Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected; except that on and after November 1, 1999 (the effective date of Public Act 91-478), no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of 3 years. After consultation with the municipality, each tax increment consultant or advisor to a municipality that plans to designate or has designated a redevelopment project area shall inform the municipality in writing of any contracts that the consultant or advisor has entered into with entities or individuals that have received, or are receiving, payments financed by tax increment revenues produced by the redevelopment project area with respect to which the consultant or advisor has performed, or will be performing, service for the municipality. This requirement shall be satisfied by the consultant or advisor before the commencement of services for the municipality and thereafter whenever any other contracts with those individuals or entities are executed by the consultant or advisor;
- The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;
  - Annual administrative costs shall *not* include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment project area or approved a redevelopment plan;
  - In addition, redevelopment project costs shall *not* include lobbying expenses;
- (2) *Property Assembly Costs* – Costs including but not limited to acquisition of land and other property (real or personal) or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- (3) *Improvements to Public or Private Buildings* – Costs of rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring

private investment; including any direct or indirect costs relating to Green Globes<sup>1</sup> or LEED-certified construction elements or construction elements with an equivalent certification per the TIF Act;

- (4) ***Public Works*** – Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to November 1, 1999 or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;
- (5) ***Job Training*** – Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;
- (6) ***Financing Costs*** – Costs including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including (a) interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months thereafter and (b) reasonable reserves related thereto;
- (7) ***Capital Costs*** – To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;
- (8) ***School-Related Costs*** – For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after November 1, 1999, an elementary, secondary, or unit school district's increased costs

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<sup>1</sup> Green Globes is an environmental assessment and certification program for commercial buildings, operated by the Green Buildings Initiative.

attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually.<sup>2</sup>

Any school district seeking payment shall, after July 1 and before September 30 of each year, provide the municipality with reasonable evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the school district. If the school district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. School districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by the Act. By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects;

Certain library district costs may also be paid as provided for in the Act.

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<sup>2</sup> The calculation is as follows: (A) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations: (i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; (ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; and (iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 8% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act. (B) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition Charge equal to or more than \$5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations: (i) for unit school districts, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; (ii) for elementary school districts, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; and (iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act. (C) For any school district in a municipality with a population in excess of 1,000,000, additional provisions apply.

- (9) *Relocation Costs* – To the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law or in order to satisfy subparagraph (7) of subsection (n) of the Act;
- (10) *Payment in lieu of taxes*;
- (11) *Other Job Training* – Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;
- (12) *Developer Interest Cost* – Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
- (A) Such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
  - (B) Such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
  - (C) If there are not sufficient funds available in the special tax allocation fund to make the payment then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
  - (D) The total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;
  - (E) The cost limits set forth in subparagraphs (B) and (D) of paragraph shall be modified for the financing of rehabilitated or new housing

units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act. The percentage of 75% shall be substituted for 30% in subparagraphs (B) and (D).

- (F) Instead of the eligible costs provided by subparagraphs (B) and (D), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (F) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (F).<sup>3</sup>

The TIF Act prohibits certain costs. Unless explicitly stated herein the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost. In addition, the statute prohibits costs related to retail development that results in the closing of nearby facilities of the same retailers. Specifically, none of the redevelopment project costs enumerated in the Act shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality.<sup>4</sup>

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<sup>3</sup> The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (F) of paragraph (11) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants. The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later.

<sup>4</sup> Termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity,

No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008, unless no prudent and feasible alternative exists. "Historic Resource" means (i) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or (ii) a contributing structure in a district on the National Register of Historic Places. This restriction does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

If a special service area has been established pursuant to the Special Service Area Tax Act or Special Service Area Tax Law, then any tax incremental revenues derived from the tax imposed pursuant to Special Service Area Tax Act or Special Service Area Tax Law may be used within the redevelopment project area for the purposes permitted by that Act or Law as well as the purposes permitted by the TIF Act.

**Projected Redevelopment Project Costs.** Estimated project costs are shown in Exhibit 4 below. Adjustments to estimated line-item costs below are expected and may be made without amendment to the Redevelopment Plan. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act.

Further, the projected cost of an individual line-item as set forth below is not intended to place a limit on the described line-item expenditure. Adjustments may be made in line-items, either increasing or decreasing line-item costs for redevelopment. The specific items listed below are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA, provided the *total amount* of payment for eligible redevelopment project costs (the "Total Estimated TIF Budget" in Exhibit 4) shall not exceed the amount set forth below, as adjusted pursuant to the Act.

As explained in the following sub-section, incremental property tax revenues from any contiguous RPA may used to pay eligible costs for the Devon-Lincoln RPA.

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subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.

Exhibit 4  
RPA Project Cost Estimates

Program Actions/Improvements	Estimated Costs
Land Acquisition and Relocation	\$2,000,000
Site Preparation, Including Environmental Remediation, Demolition, and Site Grading	\$5,000,000
Utility Improvements (Including Water, Storm, Sanitary Sewer, Service of Public Facilities, and Road Improvements)	\$7,000,000
Public Improvements/Facilities and Parking Structures	\$5,000,000
Rehabilitation of Existing Structures	\$3,000,000
Interest Costs Pursuant to the Act	\$1,000,000
Professional Service Costs (Including Planning, Legal, Engineering, Administrative, Annual Reporting, and Marketing)	\$750,000
Job Training	\$750,000
Statutory School and Library District Payments	\$500,000
<b>TOTAL ESTIMATED TIF BUDGET</b>	<b>\$25,000,000</b>

Notes:

- (1) All project cost estimates are in 2012 dollars. Costs may be adjusted for inflation per the TIF Act.
- (2) In addition to the costs identified in the exhibit above, any bonds issued to finance a phase of the Project may include an amount sufficient to pay (a) customary and reasonable charges associated with the issuance of such obligations, (b) interest on such bonds, and (c) capitalized interest and reasonably required reserves.
- (3) Adjustments to the estimated line-item costs above are expected. Adjustments may be made in line-items within the total, either increasing or decreasing line-items costs for redevelopment. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act. The totals of the line-items set forth above are not intended to place a total limit on the described expenditures, as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection the redevelopment of the RPA – provided the total amount of payment for eligible redevelopment project costs shall not exceed the overall budget amount outlined above.

**Sources of Funds to Pay Redevelopment Project Costs.** Funds necessary to pay for public improvements and other project costs eligible under the Act are to be derived principally from incremental property tax revenues, proceeds from municipal obligations to be retired primarily with such revenues, and interest earned on resources available but not immediately needed for the Plan. In addition, pursuant to the TIF Act and this Plan, the Village may utilize net incremental property tax revenues received from other contiguous RPAs to pay eligible redevelopment project costs or obligations issued to pay such costs in contiguous project areas. This would include contiguous TIFs that the Village may establish in the future. (Conversely, incremental revenues from the Devon-Lincoln TIF may be allocated to any contiguous TIF Districts.)

Redevelopment project costs as identified in Exhibit 4 specifically authorize those eligible costs set forth in the Act and do not address the preponderance of the costs to redevelop the area. The majority of development costs will be privately financed. TIF or other public sources are to be used, subject to approval by the Village Board, only to leverage and commit private redevelopment activity.

The incremental tax revenues which will be used to pay debt service on the municipal obligations (if any) and to directly pay redevelopment project costs shall be the incremental increase in property taxes. The property tax increment

would be attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA – over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the **2011 tax year for the RPA.**

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the Village may from time to time deem appropriate.

**Nature and Term of Obligations to Be Issued.** The Village may issue obligations secured by the Special Tax Allocation Fund established for the Redevelopment Project Area pursuant to the Act or such other funds as are available to the Village by virtue of its power pursuant to the Illinois State Constitution.

Any and all obligations issued by the Village pursuant to this Plan and the Act shall be retired not more than twenty-three (23) years from the date of adoption of the ordinance approving the RPA, or as such a later time permitted pursuant to the Act and to the extent such obligations are reliant upon the collection of incremental property tax revenues from the completion of the twenty-third year of the TIF, with taxes collected in the twenty-fourth year. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance.

One or more series of obligations may be issued from time to time in order to implement this Plan. The total principal and interest payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year. The total principal and interest may be payable from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Certain revenues may be declared as surplus funds if not required for: principal and interest payments, required reserves, bond sinking funds, redevelopment project costs, early retirement of outstanding securities, or facilitating the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan. Such surplus funds shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Securities may be issued on either a taxable or tax-exempt basis, as general obligation or revenue bonds. Further, the securities may be offered on such terms as the Village may determine, with or without the following features:

capitalized interest; deferred principal retirement; interest rate limits (except as limited by law); and redemption provisions. Additionally, such securities may be issued with either fixed rate or floating interest rates.

**Most Recent Equalized Assessed Valuation for the RPA.** The most recent equalized assessed valuation for the RPA is based on the 2011 EAV, and is estimated to be approximately \$ **33,786,194**.

**Anticipated Equalized Assessed Valuation for the RPA.** Upon completion of the anticipated private development of the RPA over a twenty-three (23) year period, it is estimated that the EAV of the property within the RPA would increase to approximately **\$62,000,000 to \$63,000,000** depending upon market conditions and the scope of the redevelopment projects.

## VII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

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**Redevelopment Project.** The Village will implement a strategy with full consideration given to the availability of both public and private funding. It is anticipated that a phased redevelopment will be undertaken.

The Redevelopment Project will begin as soon as the private entities have obtained financing approvals for appropriate projects and such uses conform to Village zoning and planning requirements, or if the Village undertakes redevelopment activities pursuant to this Plan. Depending upon the scope of the development as well as the actual uses, the following activities may be undertaken by the Village:

- **Land Assembly and Relocation:** Certain properties in the RPA may be acquired and assembled into an appropriate redevelopment site, with relocation costs undertaken as provided by the Act. It is expected that the Village would facilitate private acquisition through reimbursement or write-down of related costs, including the acquisition of land needed for construction of public improvements.
- **Demolition and Site Preparation:** The existing improvements located within the RPA may have to be reconfigured or prepared to accommodate new uses or expansion plans. Demolition of certain parcels may be necessary for future projects. Additionally, the redevelopment plan contemplates site preparation, or other requirements including environmental remediation necessary to prepare the site for desired redevelopment projects.
- **Rehabilitation:** The Village may assist in the rehabilitation of buildings or site improvements located within the RPA.
- **Landscaping/Buffering/Streetscaping:** The Village may fund certain landscaping projects, which serve to beautify public properties or rights-of-way and provide buffering between land uses.
- **Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements:** Certain utilities may be extended or re-routed to serve or accommodate the new development. Upgrading of existing utilities may be undertaken. The Village may also undertake the provision/upgrade of necessary detention or retention ponds.
- **Roadway/Street/Parking Improvements:** The Village may widen and/or vacate existing roads. Certain secondary streets/roads may be extended or constructed. Related curb, gutter, and paving improvements could also be constructed as needed. Parking facilities may be constructed that would be

available to the public. Utility services may also be provided or relocated in order to accommodate redevelopment activities.

- **Traffic Control/Signalization:** Traffic control or signalization improvements that improve access to the RPA and enhance its redevelopment may be constructed.
- **Public Safety-Related Infrastructure:** Certain public safety improvements including, but not limited to, public signage, public facilities, and streetlights may be constructed or implemented.
- **School District and Library District Costs:** Provide for the payment of such costs pursuant to the requirements of the TIF Act.
- **Interest Costs Coverage:** The Village may fund certain interest costs incurred by a developer for construction, renovation or rehabilitation of a redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the RPA as allowed under the Act.
- **Professional Services:** The Village may fund necessary planning, legal, engineering, administrative and financing costs during project implementation. The Village may reimburse itself from annual tax increment revenue if available.

**Commitment to Fair Employment Practices and Affirmative Action.**

As part of any Redevelopment Agreement entered into by the Village and any private developers, both parties will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the Village. The program will conform to the most recent Village policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs, and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and compliance with applicable state and federal regulations.

The Village and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities

will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

**Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment Costs.** This Redevelopment Project and retirement of all obligations to finance redevelopment costs will be completed within twenty-three (23) years after the adoption of an ordinance designating the Redevelopment Project Area. The actual date for such completion and retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the ordinance approving the RPA is adopted.

## **VIII. PROVISIONS FOR AMENDING THE TIF PLAN AND PROJECT**

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This Plan may be amended pursuant to the provisions of the Act.

**APPENDIX 1**

**Legal Description of Project Area**

## Devon-Lincoln TIF Boundary Legal Description:

That part of the South Half of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian taken as a tract and described as follows: Beginning at a point on the South line of Pratt Avenue also being the Northeast corner of Lot 13 in Block 5 in Lincoln Ave. Gardens Subdivision recorded February 11, 1927 as Document No. 9548461; thence Southwesterly along the Easterly line of said subdivision also being a line common with the Westerly line of the abandon right of way of the Chicago and Northwestern Railroad (formerly the Junction Railway Company) a distance of 1032.81 more or less to a point of curve; thence continuing Southwesterly along said last described line being a curve concave Northwesterly having a radius of 5680.00 feet a distance of 205.16 feet more or less to the North line of Lincoln Ave. Gardens Consolidation recorded May 9, 1957 as Document No. 16899737; thence West along the North line of said Consolidation to the most Easterly corner of Lot 12 in Block 14 in said Lincoln Ave. Gardens Subdivision; thence Northwesterly along the Northeasterly line of Lot 12 and 11 to the most Northerly corner of Lot 11; thence North along the East line of Lots 10, 9 and 8 in said Block 14 to the most Northerly corner of said Lot 8; thence Southwesterly along the Northwesterly line of Lot 8 to the Northeasterly line of Lincoln Avenue; thence Southerly to the Northeast corner of Lot 1 in Loyola Ave. Addition to Lincolnwood recorded June 28, 1954 as Document No. 15945538 also being the point of intersection of the South line of Albion Avenue and the Northwesterly line of Proesel Avenue; thence Southwesterly along the Northwesterly line of Proesel Avenue to the North line of Schreiber Avenue, also being the North line of Lot 36 in John Proesel Estate Partition recorded September 5, 1923 as Document No. 8090987; thence West along said line to the Northwest corner of said Lot 36; thence South along the West line of said Lot 36 to the centerline of a vacated 16.00 feet alley; thence East along said last described line to its intersection with the East line of the West 184.83 feet of Lot 37 in said John Proesel Estate Partition; thence South along said last described line to the centerline of Devon Avenue also being the South line of the Southwest Quarter of said Section 35; thence East along said last described line to its intersection with the Southerly extension of the West line of Devon Square, recorded April 9, 1998 as Document No. 98284608; thence North along said last described line to the North line of said Devon Square; thence East along said last described line to the East line of said Devon Square, also being the West line of Hamlin Avenue; thence South along said last described line to the centerline of Devon Avenue; thence East along said last described line to its intersection with the Southerly extension of the East line of Ridgeway Avenue also being the East line of the West 33.00 feet of Lot 10 in said John Proesel Estate Partition; thence North along said last described line to the South line of the North 411.59 feet of said Lot 10; thence East along said last described line, 142.66 feet; thence South along a line which forms an angle of 90 degrees 02 minutes 20 seconds to the right with a prolongation of the last described line, 75.40 feet; thence East along a line which forms an angle of 90 degrees 06 minutes 40 seconds to the left with a prolongation of the last described line, 37.00 feet; thence South at right angles to the centerline of Devon Avenue, 173.00 feet to the centerline of Devon Avenue; thence East along the centerline of Devon Avenue to the centerline of Central Park Avenue and the Southwest corner of the Southeast Quarter of said Section 35; thence East along the centerline of Devon Avenue also being the South line of the Southeast Quarter of said Section 35 to the intersection with the East line of McCormick Boulevard; thence North along said described line to the intersection with the North line of the East/West 16.00 foot Public Alley in Edgar S. Owen's North Shore Channel & Devon Ave. Subdivision, extended East; thence West along said last described line being the North line of said 16.00 foot Public Alley to the East line of Drake Avenue; thence North along the last describe line to the intersection with the Easterly extension of a line 57.93 feet North of and parallel with the North line of the public alley in Block 6 in Owen & Closius Lincoln & Devon Ave. Subdivision; (the following five (5) calls being in Block 6 in Owen & Closius Lincoln &

Devon Ave. Subdivision); thence West along said last described line to the Northeasterly line of Lot 4 in Block 6 in said Owen & Closius Lincoln & Devon Ave. Subdivision; thence Northwesterly along said last described line to its intersection with the West line of the North/South public alley; thence North along said last described line to an angle point; thence Northwesterly 7.08 feet more or less to the South line of the East/West public alley; thence West along said last described line to the East line of Central Park Avenue; thence West to the Northeast corner of Lot 109 in Proesel's Lincoln Ave. Subdivision recorded December 6, 1921 as Document No. 7345199, and the West line of Central Park Ave.; thence Northwesterly along the Northeasterly line of Lots 98 through 109 both inclusive, to the most Northerly corner of Lot 98 in said Proesel's Lincoln Ave. Subdivision and the East line of Monticello Ave.; thence North along said last described line to the North line of Arthur Avenue and the Southwest corner of Lot 60 in Proesel's Lincoln Ave. Subdivision; thence West along the North line of Arthur Avenue to the Southeast corner of Lot 28 in Proesel's Lincoln Ave. Subdivision; thence North along the East line of Lot 28 to the Northeast corner of Lot 28; thence West along the North line of Lot 28 to the East line of Lawndale Avenue; thence North along said last described line to the intersection with the Southeasterly extension of the Northeasterly line of Owner's Division, recorded July 15, 1959 as Document No. 17598556; thence Northwesterly along said last described line to the intersection with the Northeasterly extension of the Southeasterly line of Lot 26 in said Proesel's Lincoln Ave. Subdivision; thence Southwesterly along said last described line to the Northeasterly line of Lincoln Avenue; thence Northwesterly along said last described line to the most westerly corner of Lot 21 in said Proesel's Lincoln Ave. Subdivision; thence Northeasterly along the Northwesterly line of said Lot 21 also being a line common with the Southeasterly line of said Owner' Division to the most Easterly line of said Owner's Division; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Owner's Division to its intersection with a line 8.00 feet West of and parallel with the West line of Lots 9 through 12, both inclusive in said Proesel's Lincoln Ave. Subdivision; thence North along said last described line to its intersection with a line 8.00 feet North of and parallel with the North line of Lot 13 in said Proesel's Lincoln Ave. Subdivision; thence West along said last described line to the Northeasterly line of said Owner's Division; thence Northwesterly along said last described line to the East line of Lot 23 in John Proesel Estate Partition recorded September 5, 1923 as Document No. 8090987; thence North along said last described line to the North line of said Lot 23; thence West along said last described line to the Southeasterly line of the abandon right of way of the Chicago and Northwestern Railroad (formerly the Junction Railway Company), said line being a curve concave Northwesterly having a radius of 5780.00 feet; thence Northeasterly along said last described line a distance of 327.71 feet more or less to a point of tangency; thence Northeasterly along the Southeasterly line of the abandon right of way a distance of 1075.12 feet more or less to the South line of Pratt Avenue; thence West along said last described line to the point of beginning, in Cook County, Illinois.

**APPENDIX 2**

**Boundary Map of RPA**



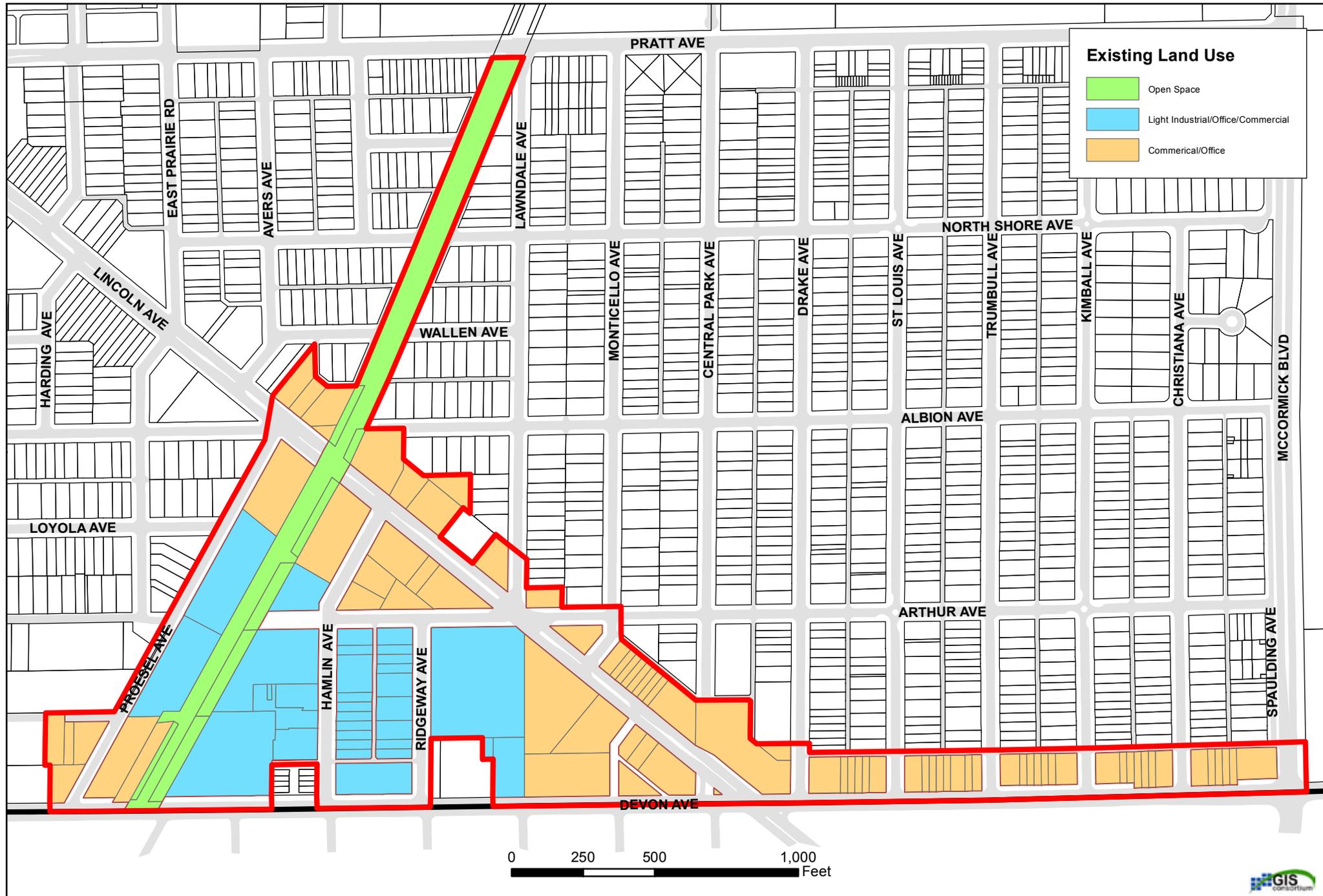
**APPENDIX 3**

**Existing Land Use Map of RPA**



# Village of Lincolnwood - Devon-Lincoln TIF District

## Existing Land Use

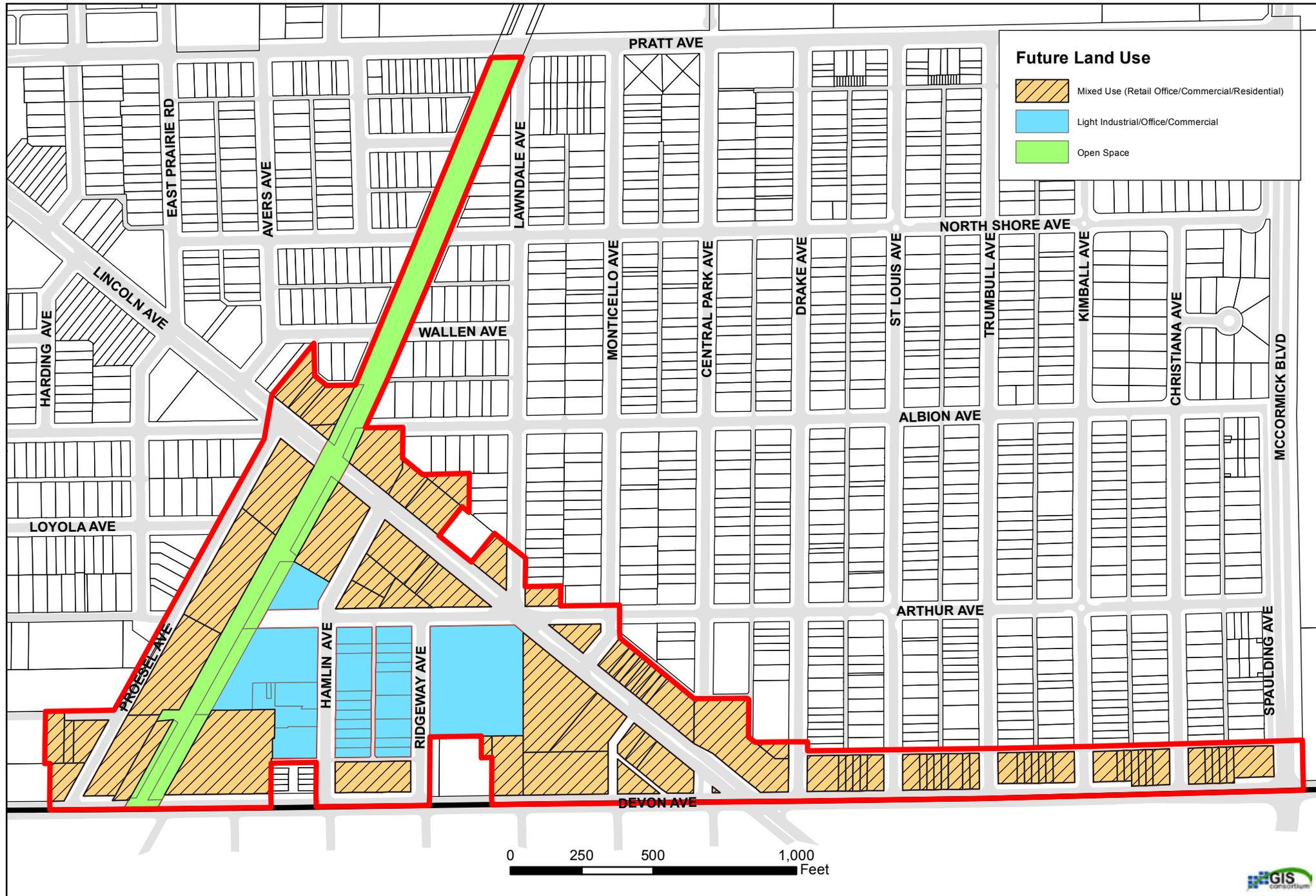


**APPENDIX 4**

**Future Land Use Map of RPA**



# Village of Lincolnwood - Devon-Lincoln TIF District Future Land Use



**APPENDIX 5**

**TIF Qualification Report**

***Prepared by Kane, McKenna and Associates***

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**VILLAGE OF LINCOLNWOOD**

**TIF QUALIFICATION REPORT**

**DEVON-LINCOLN TIF DISTRICT**

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**A study to determine whether all or a portion of an area located in the Village of Lincolnwood qualifies as a conservation area as set forth in the definitions in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended.**

**Prepared for:  
The Village of Lincolnwood, Illinois**

**Prepared Jointly by:  
The Village of Lincolnwood, Illinois  
and  
Kane, McKenna and Associates, Inc.**

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**November 2012**

**VILLAGE OF LINCOLNWOOD  
TIF ELIGIBILITY REPORT  
DEVON-LINCOLN TIF DISTRICT**

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## **EXECUTIVE SUMMARY**

Kane, McKenna and Associates, Inc. (“KMA”) has been retained by the Village of Lincolnwood (the “Village”) to conduct an analysis of the qualification of an area that would result in the establishment of the Devon-Lincoln Tax Increment Finance (TIF) District. The Village is pursuing the creation of the TIF District as part of its strategy to promote the revitalization of key under-utilized properties located within the Village.

The Village has two principle aims in pursuing the potential TIF district. The first goal is to promote redevelopment of certain parcels that have experienced certain impediments such as obsolescence, excessive vacancies, and lagging equalized assessed values (EAV). The TIF District formation would enable the Village to address these ongoing impediments to redevelopment as well as certain area-wide problems such as inadequate utilities.

Secondly, TIF establishment would address the limited opportunities the Village has to encourage new commercial and mixed use growth within a “land-locked” community. Because the Village (a) is a mature community that can no longer grow through annexation, (b) has few parcels of undeveloped land remaining within Village limits, and (c) has few clusters of properties served by major roadways, the targeted redevelopment area provides a rare opportunity to undertake major new reinvestment projects. By so doing, it would support the Village’s strategy for the encouragement of growth through the reuse and redevelopment of older or under-utilized properties.

Based upon the analysis completed to date, KMA has reached the following conclusions regarding the qualification of the TIF District:

1) *Improved land within the TIF District qualifies as a “conservation area” pursuant to the Act* – The TIF District qualifies as a conservation area under the Illinois Tax Increment Allocation Redevelopment Act (ILCS 5/11-74.4-1 et. seq., as amended; hereinafter referred to as the “TIF Act” or “Act”). This condition prevents, or threatens to prevent, the healthy economic and physical development of properties in a manner that the community deems essential to its overall economic health.

2) *Current conditions impede redevelopment* – The existence of certain conditions found within the TIF District present impediments to the area’s successful redevelopment. This is because the factors negatively impact coordinated and substantial private sector investment in the overall TIF District. Without the use of Village planning and economic development resources to mitigate such factors, potential redevelopment projects (along with other activities that require private sector investment) are not likely to be economically feasible.

3) *Viable redevelopment sites could produce incremental revenue* – Within the TIF District, there are parcels which potentially could be redeveloped or rehabilitated and thereby produce incremental property tax revenue. Such revenue, used in combination with other Village resources for redevelopment incentives or public improvements, would likely stimulate private investment and reinvestment in these sites and ultimately throughout the TIF District.

4) *TIF designation recommended* – To mitigate redevelopment area conditions, promote private sector investment, and foster the economic viability of the TIF District, KMA recommends that the Village proceed with the formal TIF designation process for the entire area.

Because the Village will not be considering the redevelopment of residential parcels, and it will certify that it will not dislocate 10 or more residential units within the TIF district, the Village will not conduct a housing impact study pursuant to the TIF Act.

## **I. INTRODUCTION AND BACKGROUND**

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In the context of planning for the establishment of the Devon-Lincoln Tax Increment Financing District, the Village of Lincolnwood has evaluated certain parcels in the vicinity of Devon and Lincoln Avenue to determine whether they qualify under the TIF Act for inclusion in the district. Kane, McKenna and Associates, Inc. has agreed to undertake the study of the Redevelopment Project Area (RPA) on the Village's behalf.

### **Economic Development Goals.**

The Village's general economic development goals are to enhance business, commercial, industrial, and mixed use opportunities while at the same time advancing certain other goals identified in the Village's *Comprehensive Plan* (e.g., improving the appearance of arterial roads). Given the Village's goals as well as the conditions described in this Report, the Village has made a determination that it is highly desirable to promote the redevelopment of the Devon-Lincoln Tax Increment Financing District (the "TIF District," "Redevelopment Project Area" or "RPA"). Absent an implementation plan for redevelopment, Village officials believe adverse conditions will worsen. The Village intends to create and implement such a plan in order to restore, stabilize, and increase the economic base associated with the TIF District, which will not only benefit the community as a whole but also generate additional tax revenues to support municipal improvements.

Because of the conditions observed in the TIF District and the required coordination for future land uses, the Village is favorably disposed toward supporting redevelopment efforts. The Village has determined that redevelopment should take place through the benefit and guidance of comprehensive economic planning by the Village. Through this coordinated effort, conditions within the TIF District are expected to improve and development barriers to be mitigated.

The Village has further determined that redevelopment is feasible only with public finance assistance. The creation and utilization of a TIF redevelopment plan is intended by the Village to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the TIF District.

The use of TIF relies upon induced private redevelopment in the RPA to create higher real estate values that would otherwise decline without such investment. This would result in increased property taxes compared to the previous land use (or lack of use). In this way, the existing tax base for all tax districts would be protected and a portion of future increased taxes pledged to attract the requisite private investment.

### **Current Land Use.**

The TIF District is centered on the Devon-Lincoln Avenue intersection, covering the Devon Avenue corridor, extending from McCormick Boulevard westward to Proesel Avenue. Historically, the area has had mostly a variety of non-residential land uses, such as industrial, retail, and commercial uses. Because of the piece-meal, uncoordinated nature of the historical development, many of the non-residential uses are directly adjacent to/encroach on adjacent residences (e.g., industrial uses including

truck loading facilities across the street from residences on Proesel). Refer to Exhibit A which provides a detailed map of the TIF District.

The Village believes that there are redevelopment opportunities, if the Village were to pursue tax increment financing and coordination of redevelopment strategies. Despite these opportunities and despite certain advantages (discussed in Section III) that could be leveraged, many parcels in the area remain underutilized. The TIF District as a whole suffers from a variety of economic development impediments as identified in the TIF Act, such as excessive vacancies and obsolescence. Furthermore, in comparison to the rest of the Village's property (as measured by EAV), the TIF district property valuations have lagged behind the Village's annual growth rates. Section V of this report identifies other impediments to redevelopment.

### **General Scope and Methodology.**

KMA formally began its analysis by conducting a series of meetings and discussions with Village staff, starting in August 2012 and continuing periodically up to the date of this report's issuance. The purpose of the meetings was to establish boundaries for the TIF District and to gather data related to the qualification criteria for properties included in the TIF District. These meetings were complemented by a series of field surveys of the entire area to evaluate the condition of the TIF District on a parcel-by-parcel basis. The field surveys and data collected have been utilized to test the likelihood that various areas located within the TIF District would qualify for TIF designation.

For the purpose of the study, properties within the TIF District were examined in the context of the TIF Act governing improved areas (separate provisions of the TIF Act address unimproved areas). The qualification factors discussed in this report qualify the area as a conservation area, as the term is defined under the TIF Act.

During the course of its work, KMA reported to key Village staff its findings regarding TIF qualification and redevelopment prospects for the area under study. Based on these findings the Village (a) made refinements to the TIF District boundaries and (b) directed KMA to complete this report and to move forward with the preparation of a Redevelopment Plan and Project for the TIF District.

For additional information about KMA's data collection and evaluation methods, refer to Section IV of this report.

## II. QUALIFICATION CRITERIA USED

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With the assistance of Village staff in 2012, Kane, McKenna and Associates, Inc. evaluated the TIF District to determine the presence or absence of qualifying factors listed in the TIF Act. The relevant sections of the TIF Act are found below.

The TIF Act sets out specific procedures which must be adhered to in designating a TIF District/Redevelopment Project Area. By definition, a Redevelopment Project Area is:

“An area designated by the municipality, which is not less in the aggregate than 1 1/2 acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas.”

Under the Act, “conservation area” means any improved area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality where certain conditions are met, as identified below.

### **TIF Qualification Factors for a Conservation area.**

In accordance with the Illinois TIF Act, KMA performed a two-step assessment to determine if the proposed RPA qualified as a conservation area. First, KMA analyzed the threshold factor of age to determine if a majority of structures were 35 years of age or older.

Secondly, the area was examined to determine if a combination of three (3) or more of the following factors were present, each of which is (i) present, with that presence documented to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area. Per the TIF Act, such an area is not yet a blighted area but because of a combination of the following factors is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area.

(A) Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence. The condition or process of falling into disuse. Structures become ill-suited for the original use.

(C) Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking

and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards. All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the Redevelopment Project Area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the Redevelopment Project Area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up. The Redevelopment Project Area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for (or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for) the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law. Any such remediation costs would constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.

(L) Lack of Community Planning. The Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) "Stagnant" or Lagging EAV. The total equalized assessed value (EAV) of the Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

### **III. THE TIF DISTRICT**

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The Devon-Lincoln TIF District contains parcels located in the vicinity of the Devon and Lincoln Avenue intersection. The majority of parcels and acreage are located within a triangularly-shaped area bounded by Devon, Lincoln and Proesel Avenue, with additional parcels to the east along Devon Avenue. Please refer to Exhibit A which contains a map showing the boundaries of the TIF District.

The core area of the TIF District is an aging industrial/commercial area within the aforementioned Proesel “triangle,” much of which was developed over 35 years ago. Historically, there have been various small-scale industrial uses within the area, but the area developed in a piece-meal fashion over time to include commercial uses as well as residential uses along the perimeter. As a result, some incompatible uses are situated nearby, such as residences along Proesel (just outside the TIF’s western boundary) and at Ridgeway Avenue and Devon Avenue.

Despite the obsolescence and distressed condition within the TIF District, the TIF District has a number of important assets:

- The Devon/Lincoln intersection and Devon/McCormick are key gateways for visitors entering the Village, and offers a potential “branding” opportunity for non-residents to enter the Village and form a positive impression of the Village;
- The Devon/Lincoln area is interspersed with a number of retailers that would complement any new uses within the area; and
- Both Lincoln Avenue and Devon Avenue are major arterial roads and as such have the traffic counts necessary to support commercial, retail and mixed uses.

Lastly, the area benefits from its proximity to a Metra station in the Chicago Edgebrook neighborhood (near the Devon/Lehigh/Central Avenue intersection) as well as a second Metra train line with stops in Evanston to the east. The area is also situated by a recently constructed CTA Yellow Line train stop to the north.

## **IV. METHODOLOGY OF EVALUATION**

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In evaluating the Devon-Lincoln area for qualification as a TIF District, the following methodology was utilized:

- 1) Site surveys of the TIF District were undertaken by representatives from Kane, McKenna and Associates, Inc., supplemented with photographic analysis of the sites. Site surveys were completed for each parcel within the TIF District.
- 2) KMA performed EAV trend analysis to ascertain whether EAV growth in the TIF District underperformed EAV growth in the remaining part of the Village.
- 3) KMA conducted evaluations of exterior structures and associated site improvements, noting such conditions as deterioration and obsolescence. Additionally, KMA reviewed the following data: 2006-2011 tax information from Cook County, tax parcel maps, site data, local history (based on discussions with Village officials and staff), and an evaluation of area-wide factors that have affected the area's development (e.g., lack of community planning, code violations, obsolescence, etc.).
- 4) Existing structures and site conditions were initially surveyed for the purpose of comparing said conditions against the TIF Act criteria, to the best and most reasonable extent possible.
- 5) The TIF District was examined to assess the applicability of the factors required for qualification for TIF designation under the TIF Act. KMA evaluated parcels by reviewing the information obtained for each factor against the relevant statutory criteria. Improved land within the RPA was examined to determine the applicability of the thirteen (13) different conservation area factors for qualification for TIF designation under this statute (referenced in Section II of this report).

## V. QUALIFICATION FINDINGS FOR TIF DISTRICT

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Based upon KMA’s evaluation of parcels in the TIF District and analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification of the TIF District as a conservation area. These factors are found to be clearly present and reasonably distributed throughout the TIF District, as required under the TIF Act. The factors are summarized in the table below.

Exhibit 2  
Summary of Findings

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in TIF District
13	3	6 <ul style="list-style-type: none"> <li>• Lagging EAV</li> <li>• Excessive Vacancies</li> <li>• Obsolescence</li> <li>• Deleterious Layout</li> <li>• Overcrowding of Parcels</li> <li>• Inadequate Utilities</li> </ul>

### Findings for Conservation Area.

The TIF District is found to qualify as a conservation area under the statutory criteria set forth in the TIF Act. As a first step, KMA determined that 42 of 58 structures (72%) were 35 years in age or older. Secondly, KMA reviewed the 13 statutory criteria needed to qualify the area as a conservation area, determining that 6 factors were present:

1) Lagging or Declining EAV.

The EAV of the TIF District has grown at a rate slower than the Village-wide EAV for four (4) of the last five (5) years (refer to chart below). Additionally, the EAV has lagged the Consumer Price Index (CPI) for 4 of the past 5 years, with 3 of those years having absolute declines in property values. Overall, the \$33.8 million EAV as of the most recent tax year is lower than the initial base year (\$38.3 million). Therefore, a finding of lagging EAV is made pursuant to the TIF Act.

**Exhibit 3**  
**EAV Trends for TIF District**

	<b>2011</b>	<b>2010*</b>	<b>2009</b>	<b>2008</b>	<b>2007*</b>	<b>2006</b>
Total EAV for TIF District	33,786,194	39,147,740	41,579,380	45,726,933	45,003,039	38,308,097
EAV Change (%)	<b>-13.7%</b>	-5.8%	<b>-9.1%</b>	<b>1.6%</b>	<b>17.5%</b>	
Village-wide EAV (Excluding TIF)	660,030,825	739,745,972	815,627,438	825,077,744	777,176,318	629,149,250
Village EAV Change (%)	-10.8%	-9.3%	-1.1%	6.2%	23.5%	
CPI	3.2%	1.6%	-0.4%	3.8%	2.8%	

Notes:

\*Reassessment years asterisked.

\*\*Years are highlighted when Village-wide EAV grew at a faster rate than that of EAV within the TIF District.

Source: Cook County and U.S. Bureau of Labor Statistics

2) **Excessive Vacancies.**

The Act states that this finding is characterized by the presence of unoccupied or underutilized buildings that represent an adverse influence on the area. Of the 58 buildings within the TIF District, approximately 23 (40%) are partially or completely vacant. In particular, certain buildings at important locations are vacant such as the following:

- Commercial structure at McCormick and Devon;
- 2 large, multi-story industrial structures on the 6500 block of Lincoln; and
- Industrial structures within the Proesel industrial “triangle”.

Moreover, according to Village staff and based on field surveys, many of the unoccupied and partially occupied buildings appear to have been vacant for a lengthy duration – i.e., the majority of such buildings do not appear to be recently vacated pending a change in tenants or the completion of a real estate transaction, but have remained unoccupied for an extended period of time.<sup>1</sup>

In addition, the vacant buildings and adjacent surface improvements generally exhibit greater deterioration (relative to other buildings within the TIF District or adjacent to the TIF District) and appear to need corrective maintenance. Because of the reduced economic activity associated with vacancies and the relatively poor physical condition – in conjunction with their prominent location along two regional arterial roadways – they represent an adverse influence on the overall TIF District.

<sup>1</sup> Per the Community Development Department.

3) Obsolescence.

The Act states that obsolescence is the condition or process of falling into disuse or structures that have become “ill-suited” for their original use. The area exhibits both economic and functional obsolescence.

Economic obsolescence is evidenced primarily by the absolute and relative decline in EAV, as well as the excessive vacancies described above. Excessive vacancies in particular results in the literal “disuse” of buildings. Furthermore, these obsolete and vacant structures have a negative “spill-over” effect on the area and may deter other property owners from reinvesting in their own businesses.

Functionally, the area is experiencing obsolescence related to its general age. A majority of structures (72%) are over 35 years in age, according to Cook County Assessor data. The combination of age and certain evolving standards in commercial and industrial building design limits the competitiveness of the older buildings – i.e., limits their utility as efficient, marketable workspace. For example, certain commercial and industrial buildings (e.g., the industrial buildings on Proesel) provide limited parking and have inadequate circulation for delivery vehicles/trucks. These structures as well as other structures within the Proesel triangle also are inadequately configured relative to modern commercial and industrial space requirements requiring coordination of parking and access/egress to the larger site. Lastly, industrial buildings are outmoded relative to modern warehouse-type structures in competing communities (e.g., newer Will County industrial buildings tend to be larger, with fewer internal building supports limiting usable floor space and with higher ceilings to accommodate greater space needs).

Area-wide factors such as inadequate utilities and deleterious layout (discussed below) also contribute toward the obsolescence factor and act as a development impediment for Devon-Lincoln businesses. As noted in the 2005 Lincoln Avenue corridor study, Lincoln Avenue particularly the area south of Hamlin and closer to the Chicago border – reflects obsolescence. The report states that “Developments along this stretch of Lincoln Avenue tend to be older, more functionally obsolete in nature and contain more marginal and less intensive uses than areas north. Overall, the report concludes that “except for the office corridor north of Touhy Avenue, the existing development pattern on Lincoln Avenue was aging, many uses were marginal, and the corridor was not functioning as a vibrant main street of the community.”

4) Deleterious Layout.

As noted in Section II, a municipality can make a finding of deleterious layout or land use when there exists (a) incompatible land-use relationships, (b) buildings occupied by inappropriate mixed-uses or uses considered to be noxious, or (c) uses offensive or unsuitable for the surrounding area. Most of the problems in the area reflect incompatible land use relationships.

The area reflects piece-meal, uncoordinated development, in which competing land uses abut each other -- e.g., office/residential uses are situated next to industrial uses, and residential uses outside the TIF District abut commercial uses within the TIF District (e.g., on the western side of Proesel). Other incompatible or deficient land-use relationships include the following:

- Insufficient off-street parking that forces persons parking vehicles and trucks to park on Village streets (in the rights-of-way);
- Limited loading, requiring maneuvering/backing up of trucks in the rights-of-way;
- Loading bays and off-street parking spaces accessed directly from rights-of-way (per the Village, the zoning ordinance requires all off-street parking to be directly accessed from an aisle or driveway rather than rights-of-way, so as to provide safe and efficient means of vehicular access);
- Paving of parkways for additional parking instead of being used for pedestrian walkways (per the Village, approximately 75% of parkways within the Proesel triangle have been paved, creating a conflict between the parking and pedestrian use); and
- Outdoor storage – e.g., dumpsters are stored with substandard screening.

Apart from the conflicting land uses cited above, deleterious layout is also manifested by inadequate ingress/egress. This can be illustrated by comparing a modern use (e.g., a national drugstore just north of the TIF District, on Lincoln), which has well marked ingress/egress points for shoppers and trucks and an efficient circulation pattern. The older uses within the TIF District do not have good circulation patterns and instead require cumbersome backing of semi-trailers to access loading bays (executed on rights-of-way instead of off-street zones). Village staff also note inconsistent or non-existent street parking markings and curb cuts, making ingress/egress on Lincoln and Devon problematic.

- 5) Excessive Land Coverage / Overcrowding of Structures and Community Facilities. The TIF Act imposes a two-pronged test for excessive coverage/overcrowding. First, the Village must establish the presence of either inadequately sized parcels, improperly situated buildings, or multiple buildings on a single parcel. Secondly, such factors must have negative impacts, namely: insufficient provision for light and air, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

In general, the historical development of the properties within the RPA has resulted in a more intensive land use than would be the case if it had developed in conformance with current market standards. The results are that current land uses in the area are over-intensive when compared to current requirements for off-street parking and loading.

Many of the same indicators associated with deleterious layout discussed above also apply to excessive coverage/overcrowding. For example, the poor land use coordination along and within the Proesel triangle results in a lack of space for loading. Loading and unloading of goods for certain businesses must be initiated along certain streets including Proesel and Hamlin rather than using off-street facilities (ideally, loading facilities would use separate, amply sized off-street loading zones). Other businesses' loading facilities serve a dual use as both loading and off-street parking (e.g., businesses on Proesel and Ridgeway), with limited space for the unloading bays. As a result, these streets are essentially supporting three competing functions: transit, loading and parking. In contrast, modern commercial and industrial facilities would have facilities with loading bays situated so that trucks could maneuver easily into loading bays without interfering with street traffic flow – and without having to navigate around parked cars.

With respect to parking, there appears to be an RPA-wide shortage of parking for employees and customers. Most of the parking deficiencies are within the Proesel triangle, due to the land coverage problems discussed in the preceding paragraph. In addition, many of the Devon retail and commercial spaces have limited off-street parking and are reliant upon Devon Avenue for parking – a major arterial road. The Whistler restaurant is one of the few exceptions of a Devon Avenue commercial facility having ample off-street parking for customers.

Finally, the general situation of excessive coverage/overcrowding is exacerbated by the fact that parcels within the TIF District are surrounded by diagonal streets that have the effect of producing “inadequately sized parcels” and “improperly situated buildings.” For example, the 2005 Lincoln Avenue corridor study states that Lincoln Avenue presents a number of challenges to its revitalization, to wit:

- “First, Lincoln Avenue runs through the Village on a diagonal to the overall grid system of streets. This results in a number of odd or irregularly shaped parcels at various corners which can inhibit typical development.”
- “Moreover, many of the parcels fronting along Lincoln have rather short depths, limiting to a degree their usefulness and redevelopment potential. This is compounded by the close proximity of single family homes to the corridor, some of which utilize shared alleyways with Lincoln Avenue properties and others which have no alley whatsoever.”
- “Much of the existing development along the street was developed without adequate barriers or buffering measures with residential areas. This lack of buffering combined with short parcel depths and irregular parcel configurations can and often has produced land use conflicts.”

Proesel Avenue, the second diagonal street within the TIF district, only magnifies these land use problems.

6) Inadequate Utilities.

Under the TIF Act, inadequate utilities can be defined as underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, or telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

According to the Village Engineer, there are two major deficiencies with respect to utilities. First, there is no Village storm sewer system within the proposed TIF District and minimal stormwater detention capacity. Furthermore, to accommodate future development, any future stormwater facilities would need to be upgraded to meet the standards imposed by the Metropolitan Water Reclamation District and the Village, which have generally been “tightened” over time as the metropolitan Chicago area has developed.

A second deficiency is the condition and capacity of the combined sewers serving the TIF District. Because of the age of the sewers and the original materials (clay), the combined sewers are nearing the end of their useful life. Moreover, to keep them in service they need to be frequently repaired because of the relatively brittle clay that is used. In contrast, more modern materials such as PVC are not as brittle and are not obsolete.

## **VI. SUMMARY OF FINDINGS / GENERAL ASSESSMENT OF QUALIFICATION**

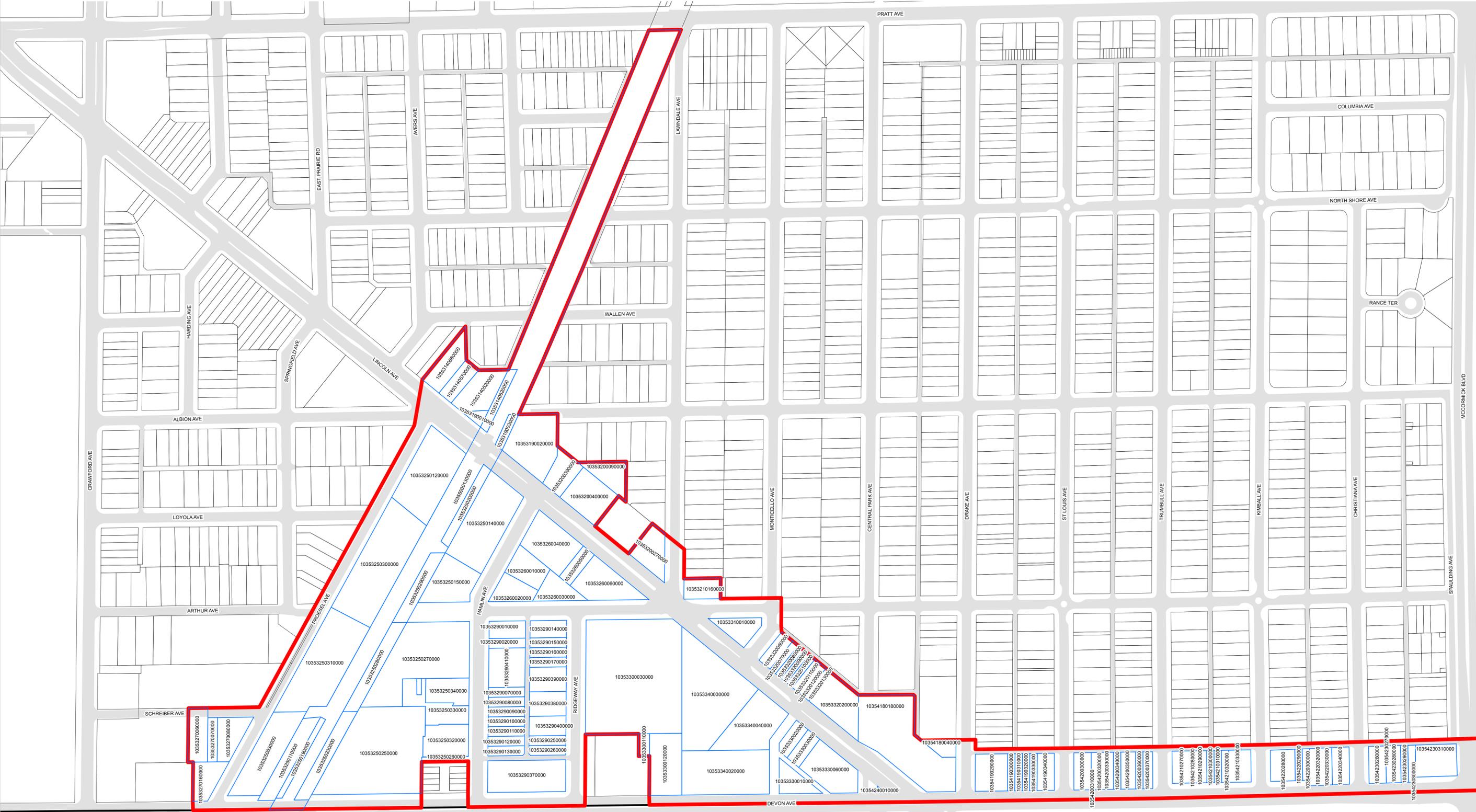
The following is a summary of relevant qualification findings as it relates to the Village's potential designation of the TIF District.

1. The area is contiguous and is greater than 1½ acres in size;
2. The RPA will qualify as a conservation area. Further, the qualification factors found in the RPA are present to a meaningful extent and are reasonably distributed throughout the area. A more detailed analysis of the qualification findings is outlined in Section V of this report;
3. All property in the area is expected to substantially benefit by the redevelopment project improvements;
4. The sound growth of taxing districts applicable to the area, including the Village, has been impaired by the factors found present in the area; and
5. The area would not be subject to redevelopment without the investment of public funds, including incremental property tax revenue.

In the judgment of KMA, these findings provide the Village with sufficient justification to consider designation of the TIF District for inclusion within the Devon-Lincoln RPA.



# Village of Lincolnwood - Devon-Lincoln TIF District



- Devon-Lincoln TIF District Parcels
- Devon-Lincoln TIF District Boundary
- Village Boundary





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# MEMORANDUM

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**TO:** Timothy Wiberg, Village Manager  
**FROM:** Melissa Steirer, Management Analyst  
**DATE:** May 13, 2013  
**SUBJECT:** Village Logo Enhancement

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Staff is currently in the process of redesigning the Village website. The intent is to display the Village's logo prominently on the top of the Village's homepage. While the new website will feature a clean contemporary look, the current Village logo appears less refined in comparison. Therefore, staff sought assistance from logo design firms through the website [www.LogoTournament.com](http://www.LogoTournament.com) to develop an enhanced version of the Village logo. Below are the three designs for consideration, all of which can be used with or without the motto "20 minutes from everywhere," which was recommended by the EDC Chairman. Staff is seeking direction as to which logo to use with the new Village website.



**Current Logo**



**Logo Design Option 1**



**Logo Design Option 2**



**Logo Design Option 3**

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
7:30 P.M., MAY 21, 2013**

**AGENDA**

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
  - 1. Board Meeting Minutes – May 7, 2013
- V. Warrant Approval**
- VI. Village President’s Report**
  - 1. Proclamation Regarding Arbor Day
  - 2. Reappointments for Boards and Commissions
  - 3. New Appointments for Boards and Commissions
  - 4. Presentation of the Vehicle Sticker Award
- 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 Village Clerk, and the matter will be removed from the Consent Agenda and added to Regular Business.)
  - 1. Approval of a Resolution Adopting the Strategic Master Technology Plan for Fiscal Year 2013-14
  - 2. Approval of a Resolution Adopting a Collective Bargaining Agreement Between the Village and the Illinois Fraternal Order of Police Labor Council Communications Operators from May 1, 2013 to April 30, 2016
  - 3. Approval of a Recommendation by the Park and Recreation Board to Adopt an Ordinance Waiving Enforcement of Section 10-2-36(A) of the Village Code for the Sale of Alcoholic Beverages at the Community Center on Saturday, July 13 and Sunday, July 14, 2013 for the Lincolnwood Craft and Imported Beer Fest
  - 4. Approval of a Recommendation by the Park and Recreation Board to Adopt an Ordinance Waiving Section 6-3-2(B) of the Village Code that Governs Park Hours, Extending the Closing Hours of Proesel Park From 11:00 to 11:30 pm on Friday, August 2 and Saturday, August 3, and Waiving the Enforcement of Section 9-1-3 of the Village Code that Requires the Issuance of Business Licenses for all Individuals, Firms, or Corporations Conducting Business in the Village, for the 2013 Lincolnwood Fest
  - 5. Approval of a Resolution Awarding a Bid for Sidewalk Replacement Services in the Amount of \$4.19 Per Square Foot of Existing Sidewalk, \$5.00 for New Sidewalk, \$12.75 Per Linear Foot of Curb and \$180.00 Per ADA Tile to Suburban Concrete

**VIII. Regular Business**

6. Consideration of a Recommendation by the Plan Commission to Amend Section 3.13(26) of the Zoning Code Entitled “Notice of Violation; Time of Compliance; Complaint” Concerning Fences and Natural Screening

**IX. Manager’s Report**

**X. Board, Commission, and Committee Reports**

**XI. Village Clerk’s Report**

**XII. Trustee Reports**

**XIII. Public Forum**

**XIV. Adjournment**

DATE POSTED: May 17, 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](http://www.lincolnwoodil.org/boardmeetings.cfm).

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
MAY 7, 2013**

**DRAFT**

**Call to Order**

Village President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:34 P.M., Tuesday, May 7, 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, Trustees Patel, Heidtke, Leftakes, Elster, Sprogis-Marohn, Swanson

ABSENT: None

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; Tom Thomey, Municipal GIS Partners, Inc; Robert LaMantia, Chief of Police; Steven Elrod, Village Attorney; Timothy Clarke, Community Development Director; Charles Greenstein, Treasurer.

**Approval of Minutes**

The minutes of the April 16, 2013 regular Village Board meeting had been distributed in advance and were examined. Trustee Sprogis-Marohn made a motion to approve the minutes as presented. Trustee Leftakes seconded the motion. The motion passed by voice vote, 6-0. The minutes were approved.

**Warrant Approval**

Trustee Heidtke moved to approve Warrants in the amount of \$858,395.08. Trustee Leftakes seconded the motion.

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

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

NAYS: None.

The motion passed. The Warrants were approved.

**Village President's Report**

President Turry provided words of appreciation and acknowledgement to outgoing Trustees Heidtke and Swanson. Plaques were provided to the Trustees.

**DRAFT**

**Installation of Newly Elected Officials**

President Turry introduced the Honorable Richard Elrod, Cook County Circuit Court Judge, by reading aloud his accomplishments and awards. Judge Elrod administered the oaths of office for President Turry, and Trustees Lawrence Elster, Craig Klatzco, and Ronald Cope. A recess was called to allow congratulations and for a reception.

**Adjournment Sine Die**

President Turry announced that the Regular Meeting of the Board of Trustees was closed by adjourning sine die.

**Roll Call**

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

PRESENT: President Turry, Trustees Patel, Sprogis-Marohn, Cope, Elster, Klatzco, Leftakes

ABSENT: None

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; Tom Thomey, Municipal GIS Partners, Inc; Robert LaMantia, Chief of Police; Steven Elrod, Village Attorney; Timothy Clarke, Community Development Director; Charles Greenstein, Treasurer.

**Consent Agenda**

1. Approval of a Resolution Authorizing the Renewal of a Three Year Customer Service Agreement for Local and Long Distance Telephone Services with Call One
2. Approval of a Resolution to Authorize the Village President to Execute the Following Agreements for a Dedicated Left Hand Turn Lane on Central at Pratt: (A) a Phase II Engineering Agreement, and (B) a Local Agency Agreement for Federal Participation
3. Approval of a Resolution Authorizing an Agreement with Municipal GIS Partners as the GIS Consortium Service Provider in the Not-to-Exceed Amount of \$41,937
4. Approval of a Recommendation by the Traffic Commission to Amend Chapter Seven, Article Two, Section Twelve of the Village Code Pertaining to Restricting Parking on the East Side of the Ridgeway Avenue, Directly in Front of the Loading Dock and Driveway Located at 7085 Ridgeway Avenue and for a Distance of 20 feet South thereof

Trustee Sprogis-Marohn made a motion to approve the Consent Agenda. Trustee Leftakes seconded the motion.

Upon Roll Call the results were:

AYES: Trustees Patel, Sprogis-Marohn, Elster, Klatzco, Leftakes

NAYS: None

ABSTENTION: Cope

The motion passed. The Consent Agenda was approved.

**DRAFT**

**Regular Business**

5. Consideration of a Request to Approve an Ordinance to Waive Building Permit Fees Associated with a Wheel Chair Lift at 6434 North Christiana Avenue

This item was presented by Mr. Cook. The organization, “Rebuilding Together North Suburban Chicago”, has approached the Village seeking a waiver of the required building permit fee for a proposed project to install a wheel chair lift for a resident at 6434 North Christiana Avenue. The proposed project includes electrical work, installation of a concrete slab, construction of a deck, and installation of a lift. Rebuilding Together helps low income families remain in their home by providing home improvements at no cost to the homeowner. The North Suburban Chicago Chapter of Rebuilding Together has indicated that they have sought and received permit fee waivers from other communities including Zion and Round Lake Beach. Based on the scope of work with a target budget of \$5,000 the estimated permit cost is approximately \$165. The Rebuilding Together North Suburban Chicago Chapter requests the Village waive the building permit fees associated with their project at 6434 North Christiana Avenue. The Village Code does not provide a mechanism for staff to waive a permit fee. Therefore, the only means to provide such a waiver is by Village Board action. Discussion ensued. Trustee Patel inquired when the last time building permit fees have been waived. Mr. Cook and Mr. Clarke indicated that there was not any instance in at least the past four years where the Village has waived permit fees for projects. Linda Baudhuin of Rebuilding Together indicated the wheel chair lift is for a woman who had a brain tumor and can only get out of the house with a wheel chair lift.

Trustee Cope suggested that he donate \$165 to Rebuilding Together which they would then pay to the Village for the cost of the permit fee. Ms. Baudhuin agreed to the terms proposed by Trustee Cope. Trustee Cope proposed this action so that the Village would not need to set a precedent. There was consensus by the Village Board to for the matter to be resolved in the method proposed by Trustee Cope. Mr. Elrod asked Ms. Baudhuin to reaffirm that she understands the condition that if Mr. Cope donates \$165 that her organization will proceed to pay the permit fee for a Wheel Chair Lift. Ms. Baudhuin reaffirmed and withdrew her request. Mr. Elrod indicated that no further action by the Village Board was required. The matter ended.

6. Consideration of a Recommendation by the Plan Commission to Adopt a Resolution Approving a Preliminary Plat of Subdivision for the Property Located at 3400 West Pratt Avenue

This item was presented by Mr. Cook who first provided an overview of the Village’s subdivision regulations and then an overview of the request before the Village Board. CenterPoint Properties Trust, the petitioner and property owner, seeks approval of a Preliminary Plat of Subdivision along with certain variations from the Subdivision Ordinance concerning public sidewalks, in order to divide the property located at 3400 West Pratt Avenue. CenterPoint Properties seeks to divide the existing 13.36 acre property into three parcels. CenterPoint Properties has indicated that the immediate purpose for subdividing this property is to allow it to develop and construct an approximate 20,000 square foot single story medical office building on one of the three proposed parcels. A medical office building is a permitted use in the MB Light Manufacturing/Business Zoning District in which the subject property is located. The Plan Commission considered this matter at its April 3, 2013 public hearing. Mr. Cook identified that there is an issue of note which is a panhandle of property owned by the property owner but that does not pertain to the subdivision request. Discussion ensued regarding the existing sidewalks versus those that are required. Trustee Sprogis-Marohn inquired to Harold Francke, the

**DRAFT**

petitioner's attorney, as to what the future is of the entire property. Mr. Francke indicated that this request is not inconsistent with the campus plan discussed at previous Village Board meetings. Discussion ensued. Trustee Cope raised concerns regarding driveway access. Mr. Cook indicated that such matters will be reviewed at the second step of the subdivision approval process. Mr. Francke objected to the subdivision requirement to establish an association for the subdivision citing that there are too few properties to warrant an association and instead suggested that private covenants be placed on the properties.

Trustee Cope made a motion to approve the Resolution with the exception that instead establishing an association, that the properties be required to enter into private covenants. Trustee Elster seconded the motion.

Upon Roll Call the results were:

AYES: Trustees Patel, Sprogis-Marohn, Cope, Elster, Klatzco, Leftakes

NAYS: None The motion passed.

The Resolution was approved.

7. Consideration of a Recommendation by the Plan Commission to Adopt an Ordinance Amending the Zoning Code to Create a Retail Overlay District Adjacent to Touhy Avenue within the Light Manufacturing/Business Zoning District and Rezoning Certain Properties to the Retail Overlay District

This item was presented by Mr. Cook. At its February 5, 2013 meeting, the Village Board referred to the Plan Commission for public hearing, a proposal to create a retail overlay district in a portion of the Light Manufacturing-Business Zoning District (MB) located adjacent to Touhy Avenue. This action was recommended by the Economic Development Commission. Earlier, in considering both the previous retail analysis performed for the Lincolnwood Business Park and with pending development of a Wal-Mart store in Skokie at Touhy and Lawndale, on July 25, 2012, the Economic Development Commission (EDC) determined that a retail overlay district in a portion of the Light Manufacturing-Business Zoning District (MB) adjacent to Touhy Avenue would be appropriate. As a guide for potential future development in this overlay district, the EDC recommended utilizing the Village's B2 Zoning District Use Regulations as a template. This recommendation was first considered by the Village Board at its October 16, 2012 Committee of the Whole (COTW) meeting. The outcome of this discussion was general support for this EDC proposal, but a direction to the EDC to first convene a meeting with stakeholders of the proposed affected areas, in order to solicit feedback. The Economic Development Commission met with area businesses and property owners on December 19, 2012. Approximately 18 persons representing area business and property owners attended this meeting.

Discussion ensued regarding extending the overlay district south to encompass the properties on Lunt Avenue and in between. Mr. Clarke indicated that additional public notice would be required. Trustee Sprogis-Marohn expressed concerns regarding future traffic congestion and the future impacts of the area. Discussion ensued.

Trustee Cope made a motion to approve the Ordinance. Trustee Patel seconded the motion.

Upon Roll Call the results were:

AYES: Trustees Patel, Cope, Elster, Klatzco, Leftakes

NAYS: Sprogis-Marohn

The motion passed. The Ordinance was approved.

**DRAFT**

**Manager's Report**

Mr. Wiberg summarized the matters that were discussed at Committee of the Whole that evening which included a status report from the Village GIS Consortium and the Village's annual review of its Strategic Master Technology Plan.

**Board and Commissions Report**

None

**Village Clerk's Report**

None

**Trustee Reports**

None

**Public Forum**

Bob Perlmater of 6746 North Kedvale Avenue indicated that he has been a resident of the Village since 1988 and that he was concerned about flooding in the Village. He has overhead sewers and a sump pump and his yard flooded during the April 18, 2013 storms. President Turry and Mr. Wiberg informed Mr. Perlmater that the Village is considering methods for improving the sewer system and directed Mr. Perlmater to discuss his flooding issues with the Village Engineer, James Johnson, who was in the audience. Mr. Perlmater thanked the Village Board for their time.

**Adjournment**

Trustee Patel moved to adjourn the Regular Meeting of the Village Board meeting at 9:55 P.M. Trustee Elster seconded the motion. The motion passed by voice vote, 6-0.

Respectfully Submitted,

Douglas Petroschius  
Deputy Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: May 17, 2013

The following are the totals for the List of Bills being presented at the May 21st Village Board meeting.

05/21/2013	\$157,111.01
05/21/2013	235,621.83
05/21/2013	415,723.73
05/21/2013	118,830.91
Total	<hr/> \$ 927,287.48

# Accounts Payable To Be Paid Proof List

User: jmm  
Printed: 05/16/2013 - 3:29 PM  
Batch: 200-05-2013



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Ace Hardware Skokie										
ACEHRDS										
174061	04/19/2013	9.50	0.00	05/21/2013	Chains for Public Works Gate		-		No	0000
101-420-511-5405	R&M - buildings									
	174061 Total:	9.50								
	ACEHRDS Total:	9.50								
Ace Hardware Skokie Total:		9.50								
City of Chicago Dept of Water										
CTYOFCHI										
430883-430883	05/08/2013	62,416.20	0.00	05/21/2013	Water usage 3/14/13-4/12/13		-		No	0000
660-620-519-5790	Water purchases									
	430883-430883 Total:	62,416.20								
430884-430884	05/08/2013	53,253.20	0.00	05/21/2013	Water usage 3/14/13-4/12/13		-		No	0000
660-620-519-5790	Water purchases									
	430884-430884 Total:	53,253.20								
	CTYOFCHI Total:	115,669.40								
City of Chicago Dept of Water Total:		115,669.40								
Elite Printer Solutions										
ELITE										
1219	03/28/2013	172.96	0.00	05/21/2013	Supplies		-		No	0000
101-240-517-5700	Office supplies									
	1219 Total:	172.96								
1241	04/12/2013	92.94	0.00	05/21/2013	Supplies		-		No	0000
101-240-517-5700	Office supplies									
	1241 Total:	92.94								
1242	04/12/2013	83.98	0.00	05/21/2013	Supplies		-		No	0000
101-240-517-5700	Office supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
	1242 Total:	83.98								
1243	04/16/2013	133.98	0.00	05/21/2013	Supplies		-		No	0000
215-000-512-5640	Computer supplies									
1243	04/16/2013	279.91	0.00	05/21/2013	Supplies		-		No	0000
101-300-512-5640	Computer supplies									
	1243 Total:	413.89								
1259	04/25/2013	63.99	0.00	05/21/2013	Supplies		-		No	0000
205-500-515-5700	Office supplies									
	1259 Total:	63.99								
	ELITE Total:	827.76								
Elite Printer Solutions Total:		827.76								
Fedex										
FEDEX										
876717652748	05/01/2013	19.21	0.00	05/21/2013	Shipping / Holland & Knight		-		No	0000
101-210-511-5720	Postage									
	876717652748 Total:	19.21								
	FEDEX Total:	19.21								
Fedex Total:		19.21								
Groot Recycling & Waste Serv										
GROOT										
9258224	04/30/2013	3,336.56	0.00	05/21/2013	Public Works - 22280-0001		-		No	0000
101-440-514-5230	Garbage & recycling									
	9258224 Total:	3,336.56								
	GROOT Total:	3,336.56								
Groot Recycling & Waste Serv Total:		3,336.56								
I.D.E.S.										
IDES										
0800828-0	05/13/2013	19,147.00	0.00	05/21/2013	First Quarter 2013 UC Assessment		-		No	0000
101-210-511-5195	Employee Benefit Expenses									
	0800828-0 Total:	19,147.00								
	IDES Total:	19,147.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
I.D.E.S. Total:		19,147.00								
Lowe's Business Acc/GECF										
LOWES										
07062	04/23/2013	58.38	0.00	05/21/2013	Switches, wingnuts, toggles		-		No	0000
101-350-512-5799	Other materials & supplies									
	07062 Total:	58.38								
07939	04/25/2013	18.07	0.00	05/21/2013	Bolts, screws		-		No	0000
101-350-512-5799	Other materials & supplies									
	07939 Total:	18.07								
1055	04/26/2013	670.94	0.00	05/21/2013	Pliers, drill kit, jigsaw ,small tools		-		No	0000
101-420-511-5745	Small Tools									
	1055 Total:	670.94								
16985	04/26/2013	2,004.80	0.00	05/21/2013	Geranium planter, plants - Village Hall		-		No	0000
101-420-511-5680	Landscaping supplies									
	16985 Total:	2,004.80								
16986	04/26/2013	-2,004.80	0.00	05/21/2013	Return geranium planter, plants		-		No	0000
101-420-511-5680	Landscaping supplies									
	16986 Total:	-2,004.80								
16987	04/26/2013	1,995.80	0.00	05/21/2013	Geranium planter, plants - Village Hall		-		No	0000
101-420-511-5680	Landscaping supplies									
	16987 Total:	1,995.80								
1844	04/21/2013	17.18	0.00	05/21/2013	Hex set for Village Hall		-		No	0000
101-420-511-5405	R&M - buildings									
	1844 Total:	17.18								
19914	04/12/2013	113.05	0.00	05/21/2013	Wheel barrel for Parks		-		No	0000
205-430-515-5730	Program supplies									
	19914 Total:	113.05								
2068	04/23/2013	13.86	0.00	05/21/2013	E-poxy, locknut, sae for Village Hall		-		No	0000
101-420-511-5405	R&M - buildings									
	2068 Total:	13.86								
2096	04/23/2013	4.64	0.00	05/21/2013	Wings, bolts for Village Hall		-		No	0000
101-420-511-5405	R&M - buildings									
	2096 Total:	4.64								
2123	04/23/2013	43.06	0.00	05/21/2013	Coil, valves for Shelter House		-		No	0000
205-430-515-5730	Program supplies									
	2123 Total:	43.06								
2178	04/24/2013	67.29	0.00	05/21/2013	Tape, kneepads for Pump House		-		No	0000
660-620-519-5730	Program supplies									
	2178 Total:	67.29								
2193	04/24/2013	57.89	0.00	05/21/2013	Faucet wrench for Shelter House		-		No	0000
205-430-515-5730	Program supplies									
	2193 Total:	57.89								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2196	04/12/2013	22.74	0.00	05/21/2013	Batteries for Shelter House		-			No 0000
205-430-515-5730	Program supplies									
	2196 Total:	22.74								
2197	04/24/2013	783.94	0.00	05/21/2013	Electrical Drill, Air Grinder		-			No 0000
101-440-513-5745	Small tools									
	2197 Total:	783.94								
2206	04/24/2013	11.14	0.00	05/21/2013	Round file for Shelter House		-			No 0000
205-430-515-5730	Program supplies									
	2206 Total:	11.14								
2207	04/24/2013	49.45	0.00	05/21/2013	Grit, hardener, knife, nickel surface		-			No 0000
101-420-511-5405	R&M - buildings									
	2207 Total:	49.45								
2244	04/24/2013	39.18	0.00	05/21/2013	Stains, paint, sand paper for PW		-			No 0000
101-420-511-5405	R&M - buildings									
	2244 Total:	39.18								
2304	04/15/2013	5.67	0.00	05/21/2013	Screws for PW		-			No 0000
101-420-511-5405	R&M - buildings									
	2304 Total:	5.67								
2314	04/15/2013	44.98	0.00	05/21/2013	Plywood for Parks		-			No 0000
205-430-515-5730	Program supplies									
	2314 Total:	44.98								
2328	04/15/2013	13.80	0.00	05/21/2013	Bits, screws for PW		-			No 0000
101-420-511-5405	R&M - buildings									
	2328 Total:	13.80								
2361	04/25/2013	28.25	0.00	05/21/2013	Graffiti remover for Centennial Park		-			No 0000
205-430-515-5730	Program supplies									
	2361 Total:	28.25								
2563	04/18/2013	29.26	0.00	05/21/2013	Elbow, coupling for Police Dept		-			No 0000
101-420-511-5405	R&M - buildings									
	2563 Total:	29.26								
2752	04/19/2013	18.99	0.00	05/21/2013	Galvanized tee, pipe nipples		-			No 0000
660-620-519-5730	Program supplies									
	2752 Total:	18.99								
86096	04/21/2013	165.14	0.00	05/21/2013	Conduit,elbow, yellow tape, screws		-			No 0000
101-420-511-5405	R&M - buildings									
	86096 Total:	165.14								
	LOWES Total:	4,272.70								
	Lowes Business Acc/GECF Total:	4,272.70								
Marc Printing										
MARCP										
05102013	05/10/2013	487.14	0.00	05/21/2013	Mailing Resident & Commercial Water		-			No 0000
660-610-519-5720	Postage				Bill					

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	05102013 Total:	487.14								
	MARCP Total:	487.14								
	Marc Printing Total:	487.14								
PAETEC										
PAETEC										
54667702	05/01/2013	382.01	0.00	05/21/2013	PRI/Public Works phone system		-		No	0000
660-610-519-5580	Telephone									
	54667702 Total:	382.01								
	PAETEC Total:	382.01								
	PAETEC Total:	382.01								
Palatine Oil, Co, Inc.										
PALAT										
485356	04/22/2013	969.16	0.00	05/21/2013	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
485356	04/22/2013	1,298.14	0.00	05/21/2013	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
485356	04/22/2013	295.75	0.00	05/21/2013	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
485356	04/22/2013	844.16	0.00	05/21/2013	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
	485356 Total:	3,407.21								
485357	04/22/2013	52.74	0.00	05/21/2013	Fuel usage		-		No	0000
101-420-511-5670	Fuel									
485357	04/22/2013	4,800.43	0.00	05/21/2013	Fuel usage		-		No	0000
101-300-512-5670	Fuel									
485357	04/22/2013	261.61	0.00	05/21/2013	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
485357	04/22/2013	150.54	0.00	05/21/2013	Fuel usage		-		No	0000
101-400-511-5670	Fuel									
485357	04/22/2013	158.92	0.00	05/21/2013	Fuel usage		-		No	0000
101-420-511-5670	Fuel									
485357	04/22/2013	496.32	0.00	05/21/2013	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
485357	04/22/2013	289.20	0.00	05/21/2013	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
485357	04/22/2013	905.66	0.00	05/21/2013	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
	485357 Total:	7,115.42								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	PALAT Total:	10,522.63								
	Palatine Oil, Co, Inc. Total:	10,522.63								
Sam's Club										
SAMSCL										
SAMS42313	04/23/2013	16.36	0.00	05/21/2013	Club Kid - Milk, Fruit, Cups		-		No	0000
205-520-515-5645	Concessions & food									
SAMS42313	04/23/2013	6.48	0.00	05/21/2013	Seniors - Cups for Senior exercise		-		No	0000
205-570-515-5730	Program supplies									
SAMS42313	04/23/2013	20.44	0.00	05/21/2013	Plates/Cutlery for Parks and Rec office		-		No	0000
205-500-515-5700	Office supplies									
	SAMS42313 Total:	43.28								
	SAMSCL Total:	43.28								
	Sam's Club Total:	43.28								
UPS										
UPS										
48TT5173	04/27/2013	29.86	0.00	05/21/2013	Delivery fee		-		No	0000
101-350-512-5720	Postage									
	48TT5173 Total:	29.86								
	UPS Total:	29.86								
	UPS Total:	29.86								
Verizon Wireless										
VERIZON										
9703341305	04/16/2013	1,026.24	0.00	05/21/2013	Cell Phones - Mar 17 thru Apr 16		-		No	0000
101-210-511-5580	Telephone									
9703341305	04/16/2013	0.72	0.00	05/21/2013	Cell Phones - Mar 17 thru Apr 16		-		No	0000
205-508-515-5580	Telephone									
9703341305	04/16/2013	50.67	0.00	05/21/2013	Cell Phones - Mar 17 thru Apr 16		-		No	0000
205-520-515-5580	Telephone									
9703341305	04/16/2013	1.08	0.00	05/21/2013	Cell Phones - Mar 17 thru Apr 16		-		No	0000
205-530-515-5580	Telephone									
9703341305	04/16/2013	0.54	0.00	05/21/2013	Cell Phones - Mar 17 thru Apr 16		-		No	0000
205-560-515-5580	Telephone									
9703341305	04/16/2013	267.77	0.00	05/21/2013	Cell Phones - Mar 17 thru Apr 16		-		No	0000
101-000-210-2650	Contractor Permits Payable									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
9703341305	04/16/2013	446.71	0.00	05/21/2013	Cell Phones - Mar 17 thru Apr 16		-			No 0000
660-610-519-5580	Telephone									
9703341305	04/16/2013	570.23	0.00	05/21/2013	Cell Phones - Mar 17 thru Apr 16		-			No 0000
101-250-511-5580	Telephone									
	9703341305 Total:	2,363.96								
	VERIZON Total:	2,363.96								
	Verizon Wireless Total:	2,363.96								
	Report Total:	157,111.01								

# Accounts Payable To Be Paid Proof List

User: jmm  
 Printed: 05/16/2013 - 3:49 PM  
 Batch: 201-05-2013



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Active Electrical Supply Co., ACTIVELE										
10372569-00	04/23/2013	459.96	0.00	05/21/2013	Fuses for Village Hall & PD		-		No	0000
101-420-511-5405	R&M - buildings									
	10372569-00 Total:	459.96								
10372569-01	05/03/2013	265.38	0.00	05/21/2013	Fuses for Village Hall and PD		-		No	0000
101-420-511-5405	R&M - buildings									
	10372569-01 Total:	265.38								
	ACTIVELE Total:	725.34								
Active Electrical Supply Co., Total:		725.34								
Affiliated Computer Services AFFILIA										
901870	04/23/2013	3,604.58	0.00	05/21/2013	Firehouse software upgrade		-		No	0000
101-250-511-5330	Data processing									
	901870 Total:	3,604.58								
	AFFILIA Total:	3,604.58								
Affiliated Computer Services Total:		3,604.58								
American Charge Service AMERCHAR										
04262013	04/26/2013	102.00	0.00	05/21/2013	Taxi coupons		-		No	0000
205-570-515-5280	Subsidized taxi program									
	04262013 Total:	102.00								
	AMERCHAR Total:	102.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
American Charge Service Total:		102.00								
<hr/>										
American Underground Inc										
AMERUN										
7546	03/29/2013	3,780.00	0.00	05/21/2013	TV Inspection Services Combined		-		No	0000
660-620-519-5599	Other contractual				Sewers					
	7546 Total:	3,780.00								
	AMERUN Total:	3,780.00								
<hr/>										
American Underground Inc Total:		3,780.00								
<hr/>										
Ayres Associates Inc										
AYRES										
149088	04/29/2013	3,604.00	0.00	05/21/2013	Acquire Aerial Lidar data for Village		-		No	0000
660-620-519-5599	Other contractual									
149088	04/29/2013	3,604.00	0.00	05/21/2013	Acquire Aerial Lidar data for Village		-		No	0000
101-250-511-5599	Other contractual									
	149088 Total:	7,208.00								
	AYRES Total:	7,208.00								
<hr/>										
Ayres Associates Inc Total:		7,208.00								
<hr/>										
Bell Fuels, Inc.										
BELLFUEL										
187499	04/10/2013	807.95	0.00	05/21/2013	Fuel for Village Generator		-		No	0000
101-350-512-5670	Fuel									
	187499 Total:	807.95								
187500	04/10/2013	274.09	0.00	05/21/2013	Fuel for Public Works Generator		-		No	0000
101-350-512-5670	Fuel									
	187500 Total:	274.09								
	BELLFUEL Total:	1,082.04								
<hr/>										
Bell Fuels, Inc. Total:		1,082.04								
<hr/>										
Clark Baird Smith, LLP										
CLARKBAI										
3233	05/03/2013	315.00	0.00	05/21/2013	Legal services for personnel matters		-		No	0000
101-230-511-5399	Other professional services									
	3233 Total:	315.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CLARKBAI Total:		315.00								
Clark Baird Smith, LLP Total:		315.00								
Clarke Timothy M										
CLARKE										
REIM041313TCA	04/13/2013	77.05	0.00	05/21/2013	Reimbursement - Auto		-		No	0000
101-240-517-5820	Local mileage, parking & tolls									
REIM041313TCA Total:		77.05								
REIM041313TCM	04/13/2013	30.00	0.00	05/21/2013	Reimbursement - Meals		-		No	0000
101-240-517-5840	Meals									
REIM041313TCM Total:		30.00								
REIM041313TCT	04/13/2013	3.00	0.00	05/21/2013	Reimbursement - Tolls		-		No	0000
101-240-517-5820	Local mileage, parking & tolls									
REIM041313TCT	04/13/2013	28.50	0.00	05/21/2013	Reimbursement - Transportation		-		No	0000
101-240-517-5850	Purchased transportation									
REIM041313TCT Total:		31.50								
CLARKE Total:		138.55								
Clarke Timothy M Total:		138.55								
Classic Design Awards										
CLASSICD										
13-469	04/25/2013	35.20	0.00	05/21/2013	Name Plates for Trustees		-		No	0000
101-200-511-5799	Other materials & supplies									
13-469 Total:		35.20								
CLASSICD Total:		35.20								
Classic Design Awards Total:		35.20								
Cook Aaron										
COOKAARO										
REIM041313ACR	04/13/2013	890.00	0.00	05/21/2013	Reimbursement - Registration		-		No	0000
101-240-517-5810	Conference & meeting registrat				Conference					
REIM041313ACR Total:		890.00								
COOKAARO Total:		890.00								
Cook Aaron Total:		890.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CSR Roofing Contractors Inc										
CSRROOF										
13L736	04/30/2013	2,809.00	0.00	05/21/2013	Repairs to roof at Fire Department		-		No	0000
101-420-511-5405	R&M - buildings									
	13L736 Total:	2,809.00								
	CSRROOF Total:	2,809.00								
CSR Roofing Contractors Inc Total:		2,809.00								
Duntemann Mark										
DUNTEMAN										
2013-11	04/29/2013	4,565.00	0.00	05/21/2013	Request calls, removal		-		No	0000
101-400-511-5039	Other contract labor				permits,inventory					
	2013-11 Total:	4,565.00								
	DUNTEMAN Total:	4,565.00								
Duntemann Mark Total:		4,565.00								
EJ Equipment										
EJEQUIP										
55635	04/03/2013	3,514.81	0.00	05/21/2013	Adapter, pipe, roller skid -sewer		-		No	0000
660-620-519-5745	Small tools				camera					
	55635 Total:	3,514.81								
56002-01	04/24/2013	81.81	0.00	05/21/2013	Gauge press for Truck #6		-		No	0000
660-620-519-5480	R&M - vehicles									
	56002-01 Total:	81.81								
	EJEQUIP Total:	3,596.62								
EJ Equipment Total:		3,596.62								
Emcor Services Team Mechanical										
EMCOR										
00 3036836	04/22/2013	1,090.00	0.00	05/21/2013	Replacement - Air Flow Switch		-		No	0000
101-420-511-5405	R&M - buildings									
	00 3036836 Total:	1,090.00								
	EMCOR Total:	1,090.00								
Emcor Services Team Mechanical Total:		1,090.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Fleet Pride										
FLEETPR										
53637855	04/17/2013	67.74	0.00	05/21/2013	Replacement cartridges		-		No	0000
101-350-512-5770	Training supplies									
	53637855 Total:	67.74								
53638049	04/17/2013	71.88	0.00	05/21/2013	Discharge hose		-		No	0000
101-350-512-5770	Training supplies									
	53638049 Total:	71.88								
	FLEETPR Total:	139.62								
	<hr/>									
	Fleet Pride Total:	139.62								
	<hr/>									
Gariffo John										
GARIFFO										
05032013	05/03/2013	30.00	0.00	05/21/2013	Refund/Bistro Margo		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	05032013 Total:	30.00								
	GARIFFO Total:	30.00								
	<hr/>									
	Gariffo John Total:	30.00								
	<hr/>									
Gewalt Hamilton Associates Inc										
GEWALT										
9232.000-215	05/08/2013	324.48	0.00	05/21/2013	General Consulting/Project Management		-		No	0000
101-290-511-5920	Administration Engineer Costs									
9232.000-215	05/08/2013	49.00	0.00	05/21/2013	Crawford Ave Reconstruction		-		No	0000
101-290-511-5942	PW Building Engineer Costs									
	9232.000-215 Total:	373.48								
9232.381-11	05/08/2013	834.50	0.00	05/21/2013	Combined Sewer Construction Observ		-		No	0000
660-620-562-6400	Sewer system const/imprv									
	9232.381-11 Total:	834.50								
9232.402-2	05/08/2013	2,375.50	0.00	05/21/2013	Combined Sewer Construction		-		No	0000
660-620-562-6400	Sewer system const/imprv									
	9232.402-2 Total:	2,375.50								
	GEWALT Total:	3,583.48								
	<hr/>									
	Gewalt Hamilton Associates Inc Total:	3,583.48								
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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Global Emergency Products Inc										
GLOBALEN										
AG33343	04/29/2013	587.54	0.00	05/21/2013	Brake sensors, door clips, seats for E15		-		No	0000
101-350-512-5740	Repair parts									
	AG33343 Total:	587.54								
	GLOBALEN Total:	587.54								
Global Emergency Products Inc Total:		587.54								
Gomez David										
GOMEZ										
050220163	05/02/2013	20.76	0.00	05/21/2013	Refund IMRF deduction		-		No	0000
102-000-210-2023	Employee IMRF withholding									
	050220163 Total:	20.76								
	GOMEZ Total:	20.76								
Gomez David Total:		20.76								
Grainger										
GRAINGER										
9121212451	04/19/2013	355.60	0.00	05/21/2013	Wire cloth mesh for Water Dept		-		No	0000
660-620-519-5490	R&M - water system equipment									
	9121212451 Total:	355.60								
9121603030	04/19/2013	6.00	0.00	05/21/2013	Chain link single strand for PW door		-		No	0000
660-620-519-5490	R&M - water system equipment									
	9121603030 Total:	6.00								
9122633960	04/22/2013	173.75	0.00	05/21/2013	Fuse and Emergency call - Fire Dept		-		No	0000
101-420-511-5405	R&M - buildings									
	9122633960 Total:	173.75								
9125317181	04/24/2013	85.25	0.00	05/21/2013	Brass hex nipples		-		No	0000
101-350-512-5730	Program supplies									
	9125317181 Total:	85.25								
9125739996	04/25/2013	-14.35	0.00	05/21/2013	Tax Return		-		No	0000
101-420-511-5405	R&M - buildings									
	9125739996 Total:	-14.35								
	GRAINGER Total:	606.25								
Grainger Total:		606.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
IL Municipal Retirement Fund										
ZZIMRF										
05022013	05/02/2013	12,575.76	0.00	05/21/2013	Employee		-		No	0000
102-000-210-2023	Employee IMRF withholding									
05022013	05/02/2013	30,769.50	0.00	05/21/2013	Employer		-		No	0000
102-000-210-2023	Employee IMRF withholding									
05022013	05/02/2013	2,551.08	0.00	05/21/2013	SLEP - Retired Police Chief		-		No	0000
101-300-512-5080	Pension - regular									
	05022013 Total:	45,896.34								
	ZZIMRF Total:	45,896.34								
IL Municipal Retirement Fund Total:		45,896.34								
JCK Contractors										
JCKCONT										
11224	04/27/2013	1,050.00	0.00	05/21/2013	3 loads of top soil		-		No	0000
101-440-513-5680	Landscaping supplies									
	11224 Total:	1,050.00								
	JCKCONT Total:	1,050.00								
JCK Contractors Total:		1,050.00								
Lenny Hoffman Excavating Inc										
LENNY										
13-4467	04/26/2013	47,478.62	0.00	05/21/2013	Sewer replacement at Various locations		-		No	0000
660-620-562-6400	Sewer system const/imprv									
	13-4467 Total:	47,478.62								
	LENNY Total:	47,478.62								
Lenny Hoffman Excavating Inc Total:		47,478.62								
Lurvey Landscape Supply										
LURVEY										
T1-10002545	04/25/2013	3,655.00	0.00	05/21/2013	Mulch for Pool		-		No	0000
205-430-515-5768	Street materials - signs & bar									
	T1-10002545 Total:	3,655.00								
T1-10002780	04/26/2013	2,990.00	0.00	05/21/2013	Mulch for Parks		-		No	0000
205-430-515-5768	Street materials - signs & bar									
	T1-10002780 Total:	2,990.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
T1-10003770	04/30/2013	1,539.05	0.00	05/21/2013	Plants for Medians		-			No 0000
101-420-511-5680	Landscaping supplies									
	T1-10003770 Total:	1,539.05								
T1-10003810	04/30/2013	2,959.47	0.00	05/21/2013	Plants for Medians		-			No 0000
101-420-511-5680	Landscaping supplies									
	T1-10003810 Total:	2,959.47								
T1-10003811	04/30/2013	3,393.06	0.00	05/21/2013	Moonshine, Scarlet flame for Pool		-			No 0000
205-430-515-5768	Street materials - signs & bar									
	T1-10003811 Total:	3,393.06								
T1-10003814	04/30/2013	2,894.48	0.00	05/21/2013	Plants for Pool		-			No 0000
205-430-515-5768	Street materials - signs & bar									
	T1-10003814 Total:	2,894.48								
T1-10003819	04/30/2013	3,997.90	0.00	05/21/2013	Bushes and plants for Village Hall		-			No 0000
101-420-511-5680	Landscaping supplies									
	T1-10003819 Total:	3,997.90								
	LURVEY Total:	21,428.96								
	<hr/>									
	Lurvey Landscape Supply Total:	21,428.96								
	<hr/>									
Mac Millin Hydraulic Engineeri										
MACMILL										
175383	04/30/2013	307.04	0.00	05/21/2013	Hydraulic hoses for Stump Grinder		-			No 0000
101-440-513-5480	R&M - vehicles									
	175383 Total:	307.04								
	MACMILL Total:	307.04								
	<hr/>									
	Mac Millin Hydraulic Engineeri Total:	307.04								
	<hr/>									
Maine-Niles Association of Spe										
MNASR										
13-069	04/26/2013	404.47	0.00	05/21/2013	Inclusion services for April B		-			No 0000
205-580-515-5270	Purchased program services									
	13-069 Total:	404.47								
13-074	04/30/2013	24,214.75	0.00	05/21/2013	2nd quarter contribution for 2013		-			No 0000
205-580-515-5270	Purchased program services									
	13-074 Total:	24,214.75								
	MNASR Total:	24,619.22								
	<hr/>									
	Maine-Niles Association of Spe Total:	24,619.22								
	<hr/>									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Meade Electric Company Inc										
MEADELEC										
659097	04/25/2013	9,678.93	0.00	05/21/2013	Street light repair at various locations		-		No	0000
101-440-513-5290	Street lights & traffic signal									
	659097 Total:	9,678.93								
659098	04/25/2013	1,660.74	0.00	05/21/2013	Street light repair - 7000-7300 Lincoln		-		No	0000
101-440-513-5290	Street lights & traffic signal									
	659098 Total:	1,660.74								
659099	04/25/2013	4,011.78	0.00	05/21/2013	Street light repair - Lincoln & Crawford		-		No	0000
101-440-513-5290	Street lights & traffic signal									
	659099 Total:	4,011.78								
659103	04/25/2013	3,862.93	0.00	05/21/2013	Street light repair - Crawford & Loyola		-		No	0000
101-440-513-5290	Street lights & traffic signal									
	659103 Total:	3,862.93								
659108	04/25/2013	558.47	0.00	05/21/2013	Street light repair - Ridgeway & Lunt		-		No	0000
101-440-513-5290	Street lights & traffic signal									
	659108 Total:	558.47								
659131	04/25/2013	9,661.44	0.00	05/21/2013	Street light repair at various locations		-		No	0000
101-440-513-5290	Street lights & traffic signal									
	659131 Total:	9,661.44								
	MEADELEC Total:	29,434.29								
Meade Electric Company Inc Total:		29,434.29								
MGP, Inc.										
MGPINC										
1904	04/30/2013	858.40	0.00	05/21/2013	GISC Staffing		-		No	0000
101-250-511-5599	Other contractual									
1904	04/30/2013	858.40	0.00	05/21/2013	GISC Staffing		-		No	0000
101-000-210-2650	Contractor Permits Payable									
1904	04/30/2013	1,716.83	0.00	05/21/2013	GISC Staffing		-		No	0000
660-620-519-5599	Other contractual									
	1904 Total:	3,433.63								
	MGPINC Total:	3,433.63								
MGP, Inc. Total:		3,433.63								
Midwest Air Pro										
MIDWESTA										
12144	04/22/2013	1,337.20	0.00	05/21/2013	Repairs to vehicle exhaust system		-		No	0000
101-350-512-5665	Firefighting supplies									
	12144 Total:	1,337.20								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	MIDWESTA Total:	1,337.20								
	Midwest Air Pro Total:	1,337.20								
Midwest Automootic Doors										
MIDAUTO										
042613A	04/26/2013	1,326.70	0.00	05/21/2013	Automatic door installation		-		No	0000
205-571-515-5730	Program supplies									
042613A	04/26/2013	2,750.00	0.00	05/21/2013	Automatic door installation		-		No	0000
205-571-515-5535	Facility rental									
	042613A Total:	4,076.70								
	MIDAUTO Total:	4,076.70								
	Midwest Automootic Doors Total:	4,076.70								
Mundt Regina										
MUNDT										
Winter2013	04/29/2013	1,394.40	0.00	05/21/2013	Zumba- Jan thru March 2013		-		No	0000
205-503-515-5270	Purchased program services									
Winter2013	04/29/2013	440.00	0.00	05/21/2013	Senior Exercise - Jan - Mar 2013		-		No	0000
205-570-515-5270	Purchased program services									
	Winter2013 Total:	1,834.40								
	MUNDT Total:	1,834.40								
	Mundt Regina Total:	1,834.40								
NAPA										
NAPA										
56351	04/22/2013	4.62	0.00	05/21/2013	Fittings for Truck #22		-		No	0000
205-430-515-5480	R&M - vehicles									
	56351 Total:	4.62								
57476	04/30/2013	7.00	0.00	05/21/2013	Terminal bolts for Truck #2		-		No	0000
205-430-515-5480	R&M - vehicles									
	57476 Total:	7.00								
	NAPA Total:	11.62								
	NAPA Total:	11.62								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
North Shore Uniform										
NSHRUFM										
13-1724	03/14/2013	93.95	0.00	05/21/2013	Clothing Allowance - Public Works		-		No	0000
101-410-511-5070	Uniform allowance									
	13-1724 Total:	93.95								
	NSHRUFM Total:	93.95								
North Shore Uniform Total:		93.95								
Northwest Municipal Conference										
NWMNCCON										
9391	04/30/2013	66.57	0.00	05/21/2013	NWMC Annual Banquet Dinner - Mayor		-		No	0000
101-100-511-5840	Meals									
	9391 Total:	66.57								
	NWMNCCON Total:	66.57								
Northwest Municipal Conference Total:		66.57								
Nu Toys Leisure Products										
NUTOYS										
4292013	04/29/2013	490.00	0.00	05/21/2013	Full Bucket child's seat		-		No	0000
205-430-515-5730	Program supplies									
4292013	04/29/2013	40.00	0.00	05/21/2013	Shipping		-		No	0000
205-430-515-5730	Program supplies									
	4292013 Total:	530.00								
	NUTOYS Total:	530.00								
Nu Toys Leisure Products Total:		530.00								
O'Leary's Contractor Equip										
OLEARYS										
83042	04/23/2013	1,195.00	0.00	05/21/2013	Pavement drill machine for Water Dept		-		No	0000
660-620-519-5745	Small tools									
	83042 Total:	1,195.00								
	OLEARYS Total:	1,195.00								
O'Leary's Contractor Equip Total:		1,195.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Orange Crush LLC										
ORANGCRH										
431842	04/24/2013	376.00	0.00	05/21/2013	Mod surface		-		No	0000
213-000-561-5340	Engineering									
	431842 Total:	376.00								
	ORANGCRH Total:	376.00								
	Orange Crush LLC Total:	376.00								
Petroshius Doug										
PETROSHI										
215358	04/26/2013	375.00	0.00	05/21/2013	Refund for logo update		-		No	0000
101-200-511-5320	Consulting									
	215358 Total:	375.00								
	PETROSHI Total:	375.00								
	Petroshius Doug Total:	375.00								
Prairie Material Sales Inc										
PRAIRIEM										
88398438	04/18/2013	497.05	0.00	05/21/2013	2 cubic yards concrete for sidewalk		-		No	0000
101-440-513-5769	Steet Materials - Other									
	88398438 Total:	497.05								
	PRAIRIEM Total:	497.05								
	Prairie Material Sales Inc Total:	497.05								
Print Xpress										
PRINTX										
41805	04/18/2013	144.00	0.00	05/21/2013	Birthday party trifold brochures		-		No	0000
205-509-515-5560	Printing & copying services									
	41805 Total:	144.00								
41903	04/19/2013	250.00	0.00	05/21/2013	Family Fun Fest postcards		-		No	0000
205-509-515-5560	Printing & copying services									
	41903 Total:	250.00								
	PRINTX Total:	394.00								
	Print Xpress Total:	394.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Reading Fire Equipment										
READING										
4380	04/22/2013	155.04	0.00	05/21/2013	Bag for rabbit tool		-		No	0000
101-350-512-5770	Training supplies									
	4380 Total:	155.04								
	READING Total:	155.04								
	Reading Fire Equipment Total:	155.04								
Russo Power Equipment										
RUSSO										
15306588	03/20/2013	480.00	0.00	05/21/2013	Replacement blade for saw		-		No	0000
101-420-511-5745	Small Tools									
	15306588 Total:	480.00								
1573156	04/26/2013	3,941.65	0.00	05/21/2013	Blower,edger blade, lopper, chain saw		-		No	0000
205-430-515-5745	Small tools									
	1573156 Total:	3,941.65								
1573161	04/26/2013	3,381.57	0.00	05/21/2013	Mower, Trimmer, Edger, Hedge Trimmer		-		No	0000
205-430-515-5745	Small tools									
	1573161 Total:	3,381.57								
	RUSSO Total:	7,803.22								
	Russo Power Equipment Total:	7,803.22								
Schuham Builder's Supply Inc										
SCHUHAM										
35372	03/21/2013	508.52	0.00	05/21/2013	Hager, kick plate for Pump House Door		-		No	0000
660-620-519-5405	R&M - buildings									
	35372 Total:	508.52								
	SCHUHAM Total:	508.52								
	Schuham Builder's Supply Inc Total:	508.52								
Sievert Electric Service & Sal										
SIEVERTE										
57724	03/21/2013	256.25	0.00	05/21/2013	Annual OSHA inspections for two hoists		-		No	0000
101-420-511-5405	R&M - buildings									
57724	03/21/2013	256.25	0.00	05/21/2013	Annual OSHA inspections for two hoists		-		No	0000
660-620-519-5405	R&M - buildings									
	57724 Total:	512.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
SIEVERTE Total:		512.50								
Sievrt Electric Service & Sal Total:		512.50								
Something's Cooking, Ltd.										
SOMETHIN										
16392	03/15/2013	1,197.00	0.00	05/21/2013	Boards and Commissions Dinner-April		-		No	0000
101-100-511-5799	Other materials & supplies				18					
16392 Total:		1,197.00								
SOMETHIN Total:		1,197.00								
Something's Cooking, Ltd. Total:		1,197.00								
Standard Equipment Company										
STANDARD										
C82254	04/29/2013	1,368.86	0.00	05/21/2013	Tool to repair Vacon Jetter Hose		-		No	0000
660-620-519-5745	Small tools									
C82254 Total:		1,368.86								
C82915	04/23/2013	1,270.42	0.00	05/21/2013	Side Broom for Sweeper #1 & 2		-		No	0000
101-440-513-5480	R&M - vehicles									
C82915 Total:		1,270.42								
STANDARD Total:		2,639.28								
Standard Equipment Company Total:		2,639.28								
Suburban Laboratories, Inc.										
SUBURB										
27234	04/29/2013	52.50	0.00	05/21/2013	Coliform testing and disinfectant		-		No	0000
660-620-519-5320	Consulting									
27234 Total:		52.50								
SUBURB Total:		52.50								
Suburban Laboratories, Inc. Total:		52.50								
Sunnyside Parts Warehouse										
SUNNYPAR										
199657	04/30/2013	200.51	0.00	05/21/2013	Cooling fan for Squad #214		-		No	0000
101-300-512-5480	R&M - vehicles									
199657 Total:		200.51								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
199659	04/30/2013	122.20	0.00	05/21/2013	Controller, thermostat,gasket for #214		-			No 0000
101-300-512-5480	R&M - vehicles									
	199659 Total:	122.20								
199660	04/30/2013	53.86	0.00	05/21/2013	Spark plugs , wires for Squad #214		-			No 0000
101-300-512-5480	R&M - vehicles									
	199660 Total:	53.86								
	SUNNYPAR Total:	376.57								
Sunnyside Parts Warehouse Total:		376.57								
The Faucet Shoppe										
THEFAUCE										
31940	04/23/2013	1,534.95	0.00	05/21/2013	Sinks, washers and tape - Shelter House		-			No 0000
205-430-515-5730	Program supplies									
	31940 Total:	1,534.95								
31950	04/24/2013	145.53	0.00	05/21/2013	Mounting plates for Shelter House		-			No 0000
205-430-515-5730	Program supplies									
	31950 Total:	145.53								
	THEFAUCE Total:	1,680.48								
The Faucet Shoppe Total:		1,680.48								
Watermaster, Inc										
WATERMAS										
0500813-2	04/24/2013	280.00	0.00	05/21/2013	Pool operator class		-			No 0000
205-430-515-5590	Training									
	0500813-2 Total:	280.00								
	WATERMAS Total:	280.00								
Watermaster, Inc Total:		280.00								
Wicker Sandra										
WICKER										
04302013	04/30/2013	35.00	0.00	05/21/2013	Refund - Bistro Margo & Music in May		-			No 0000
205-000-210-2430	Parks and Recs Control Deposit									
	04302013 Total:	35.00								
	WICKER Total:	35.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Wicker Sandra Total:		35.00								
<hr/>										
Work' N Gear, LLC										
WRKNGEAR										
HA10698	04/12/2013	34.93	0.00	05/21/2013	Clothing allowance - Public Works		-		No	0000
205-430-515-5070	Uniform allowance									
HA10698 Total:		34.93								
HA11445	04/29/2013	10.49	0.00	05/21/2013	Clothing Allowance - Public Works		-		No	0000
101-440-513-5070	Uniform allowance									
HA11445	04/29/2013	60.51	0.00	05/21/2013	Clothing Allowance - Public Works		-		No	0000
660-620-519-5070	Uniform allowance									
HA11445 Total:		71.00								
HA11446	04/29/2013	24.99	0.00	05/21/2013	Clothing Allowance - Public Works		-		No	0000
660-620-519-5070	Uniform allowance									
HA11446 Total:		24.99								
HA11447	04/29/2013	114.99	0.00	05/21/2013	Clothing Allowance - Public Works		-		No	0000
660-620-519-5070	Uniform allowance									
HA11447 Total:		114.99								
HA11453	04/29/2013	189.99	0.00	05/21/2013	Clothing Allowance - Public Works		-		No	0000
101-440-513-5070	Uniform allowance									
HA11453 Total:		189.99								
HA9860	03/17/2013	244.00	0.00	05/21/2013	Clothing Allowance - Public Works		-		No	0000
101-440-513-5070	Uniform allowance									
HA9860 Total:		244.00								
WRKNGEAR Total:		679.90								
<hr/>										
Work' N Gear, LLC Total:		679.90								
<hr/>										
Yanek Susan										
YANEK										
05032013	05/03/2013	357.25	0.00	05/21/2013	Refund/Classes		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
05032013 Total:		357.25								
YANEK Total:		357.25								
<hr/>										
Yanek Susan Total:		357.25								
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Report Total:		235,621.83								

# Accounts Payable To Be Paid Proof List

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ABC Business Forms Inc										
ABCBUSFO										
170997	04/18/2013	952.27	0.00	05/21/2013	2013-2014 Vehicle License		-		No	0000
101-210-511-5560	Printing & copying services									
170997	04/18/2013	59.61	0.00	05/21/2013	Shipping		-		No	0000
101-210-511-5560	Printing & copying services									
	170997 Total:	1,011.88								
	ABCBUSFO Total:	1,011.88								
ABC Business Forms Inc Total:		1,011.88								
American First Aid Services										
AFAS INC										
141975	05/07/2013	37.40	0.00	05/21/2013	First Aid kit supplies		-		No	0000
101-350-512-5660	EMS supplies									
141975	05/07/2013	37.40	0.00	05/21/2013	First Aid kit supplies		-		No	0000
101-220-512-5799	Other materials & supplies									
	141975 Total:	74.80								
141976	05/07/2013	34.00	0.00	05/21/2013	First Aid Supplies/replenish		-		No	0000
101-300-512-5730	Program supplies									
	141976 Total:	34.00								
141977	05/07/2013	32.85	0.00	05/21/2013	First Aid Box - Village Hall Break Room		-		No	0000
101-200-511-5599	Other contractual									
	141977 Total:	32.85								
	AFAS INC Total:	141.65								
American First Aid Services Total:		141.65								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Anderson Pest Solutions										
ANDERP										
2504226	05/01/2013	255.00	0.00	05/21/2013	May pest management inspection		-		No	0000
101-420-511-5405	R&M - buildings									
	2504226 Total:	255.00								
	ANDERP Total:	255.00								
Anderson Pest Solutions Total:		255.00								
AT & T										
ATT										
773R07163604	04/28/2013	77.11	0.00	05/21/2013	Telephone E911		-		No	0000
215-000-512-5580	Telephone									
	773R07163604 Total:	77.11								
	ATT Total:	77.11								
AT & T Total:		77.11								
AT&T Global Services, Inc.										
AT&TGLOB										
IL808831	04/29/2013	14,165.85	0.00	05/21/2013	911 Maintenance Apr 2013 thru Apr 2014		-		No	0000
215-000-512-5410	R&M - communications equipment									
	IL808831 Total:	14,165.85								
	AT&TGLOB Total:	14,165.85								
AT&T Global Services, Inc. Total:		14,165.85								
Back Flow Solutions Inc										
BFSINC										
1953	05/01/2013	688.60	0.00	05/21/2013	Program Management Fee/Backflow-May		-		No	0000
660-620-519-5399	Other professional services									
	1953 Total:	688.60								
	BFSINC Total:	688.60								
Back Flow Solutions Inc Total:		688.60								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Bank of New York Mellon										
BANKNY										
VILLIN04	05/03/2013	21,257.50	0.00	05/21/2013	Principal Refunding		-		No	0000
330-000-574-7572	Interest - 2004 GO Ref bonds									
	VILLIN04 Total:	21,257.50								
	BANKNY Total:	21,257.50								
Bank of New York Mellon Total:		21,257.50								
Canon Financial Services										
CANONFIN										
2069667	05/02/2013	342.01	0.00	05/21/2013	Lease Payment -CM5520-8110041 - May 13		-		No	0000
101-000-210-2650	Contractor Permits Payable									
2069667	05/02/2013	373.50	0.00	05/21/2013	Lease Payment -CM5520-8110062 - May 13		-		No	0000
205-500-515-5440	R&M - office equipment									
2069667	05/02/2013	317.00	0.00	05/21/2013	Lease Payment -CM4010-8090034 - May 13		-		No	0000
101-210-511-5440	R&M - office equipment									
	2069667 Total:	1,032.51								
	CANONFIN Total:	1,032.51								
Canon Financial Services Total:		1,032.51								
Canon Solutions America										
CANN										
987987047	05/02/2013	370.29	0.00	05/21/2013	Admin Monthly Maintenance - May 2013		-		No	0000
101-210-511-5440	R&M - office equipment									
	987987047 Total:	370.29								
987987048	05/02/2013	166.30	0.00	05/21/2013	Finance Monthly Maintenance - May 2013		-		No	0000
101-210-511-5440	R&M - office equipment									
	987987048 Total:	166.30								
987987049	05/02/2013	188.97	0.00	05/21/2013	Maintenance for copier - May 2013		-		No	0000
101-210-511-5440	R&M - office equipment									
	987987049 Total:	188.97								
	CANN Total:	725.56								
Canon Solutions America Total:		725.56								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Chicago Area Runners Assn										
CARA										
TTCERT	05/03/2013	350.00	0.00	05/21/2013	CARA Certified Race Fee - Turkey Trot		-		No	0000
205-509-515-5270	Purchased program services									
	TTCERT Total:	350.00								
	CARA Total:	350.00								
Chicago Area Runners Assn Total:		350.00								
Chicago Communications, LLC										
CHGOCOMM										
248388	05/02/2013	24.03	0.00	05/21/2013	C.C.S. Maintenance for June 2013		-		No	0000
101-400-511-5410	R&M - communications equipment									
248388	05/02/2013	27.06	0.00	05/21/2013	C.C.S. Maintenance for June 2013		-		No	0000
101-410-511-5410	R&M - communications equipment									
248388	05/02/2013	34.59	0.00	05/21/2013	C.C.S. Maintenance for June 2013		-		No	0000
205-430-515-5410	R&M - communications equipment									
248388	05/02/2013	39.59	0.00	05/21/2013	C.C.S. Maintenance for June 2013		-		No	0000
660-620-519-5410	R&M - communications equipment									
248388	05/02/2013	50.08	0.00	05/21/2013	C.C.S. Maintenance for June 2013		-		No	0000
101-440-513-5410	R&M - communications equipment									
	248388 Total:	175.35								
248402	05/02/2013	858.45	0.00	05/21/2013	Monthly Maintenance charge for June, 13		-		No	0000
101-300-512-5410	R&M - communications equipment									
	248402 Total:	858.45								
	CHGOCOMM Total:	1,033.80								
Chicago Communications, LLC Total:		1,033.80								
ClientFirst Consulting Group,										
CLIENTFI										
3246	04/30/2013	1,105.00	0.00	05/21/2013	Pool Set Up FY2014		-		No	0000
205-560-515-5640	Computer supplies									
	3246 Total:	1,105.00								
3247	04/30/2013	318.75	0.00	05/21/2013	PC Replacement		-		No	0000
101-250-511-6530	Equipment - data processing									
	3247 Total:	318.75								
	CLIENTFI Total:	1,423.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ClientFirst Consulting Group, Total:		1,423.75								
Coleman Lisa										
COLEMAN										
05082013	05/08/2013	2,108.00	0.00	05/21/2013	Refund/Swim Lessons		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	05082013 Total:	2,108.00								
	COLEMAN Total:	2,108.00								
Coleman Lisa Total:		2,108.00								
College of Dupage										
COLLEGEO										
3478	04/17/2013	2,984.00	0.00	05/21/2013	Basic Recruit Training - Police		-		No	0000
101-300-512-5590	Training									
	3478 Total:	2,984.00								
	COLLEGEO Total:	2,984.00								
College of Dupage Total:		2,984.00								
Dell Marketing, L.P										
DELLMARK										
XJ4FDRPW1	04/12/2013	763.11	0.00	05/21/2013	Police Dept IT Specialist work station		-		No	0000
101-250-511-6530	Equipment - data processing									
	XJ4FDRPW1 Total:	763.11								
	DELLMARK Total:	763.11								
Dell Marketing, L.P Total:		763.11								
Dunkin Donuts										
DUNKIN										
05102013	05/10/2013	100.00	0.00	05/21/2013	Duplicate payment - Business License		-		No	0000
101-000-410-4231	License - food establishment									
	05102013 Total:	100.00								
	DUNKIN Total:	100.00								
Dunkin Donuts Total:		100.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
EC Link										
ECLINK										
9964	05/01/2013	4,980.00	0.00	05/21/2013	Annual Licensing - E Gov		-		No	0000
101-250-511-5340	Maintenance Agreement Expense									
	9964 Total:	4,980.00								
	ECLINK Total:	4,980.00								
	EC Link Total:	4,980.00								
Emcor Services Team Mechanical										
EMCOR										
00 3036977	05/02/2013	2,500.00	0.00	05/21/2013	Contract Maintenance - May		-		No	0000
101-420-511-5405	R&M - buildings									
	00 3036977 Total:	2,500.00								
	EMCOR Total:	2,500.00								
	Emcor Services Team Mechanical Total:	2,500.00								
Groot Recycling & Waste Serv										
GROOT										
9232534	05/01/2013	53,717.04	0.00	05/21/2013	Community Pick up /1229-01		-		No	0000
101-440-514-5230	Garbage & recycling									
	9232534 Total:	53,717.04								
9232535	05/01/2013	656.93	0.00	05/21/2013	School District 74/1230-001		-		No	0000
101-440-514-5230	Garbage & recycling									
	9232535 Total:	656.93								
9271433	05/01/2013	2,757.47	0.00	05/21/2013	Multi family pickup / 1231-001		-		No	0000
101-440-514-5230	Garbage & recycling									
	9271433 Total:	2,757.47								
	GROOT Total:	57,131.44								
	Groot Recycling & Waste Serv Total:	57,131.44								
Halogen										
HALOGEN										
433561	05/06/2013	1,985.30	0.00	05/21/2013	Pool parts to open		-		No	0000
205-560-515-5405	R&M - buildings									
	433561 Total:	1,985.30								
433684	05/07/2013	4,647.44	0.00	05/21/2013	Pool chemicals		-		No	0000
205-560-515-5630	Chemicals - swimming pool									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	433684 Total:	4,647.44								
	HALOGEN Total:	6,632.74								
		<hr/>								
	Halogen Total:	6,632.74								
		<hr/>								
HMO Healthcare Service Corpora										
HMO										
0533	04/12/2013	26,956.32	0.00	05/21/2013	Employee Health Insurance - May 13		-		No	0000
102-000-210-2027	Health insurance premium withh									
	0533 Total:	26,956.32								
	HMO Total:	26,956.32								
		<hr/>								
	HMO Healthcare Service Corpora Total:	26,956.32								
		<hr/>								
Landscape Concepts Management										
LANDSCAP										
50330	05/01/2013	2,885.29	0.00	05/21/2013	Landscaping Maintenance Centennial		-		No	0000
205-430-515-5250	Contract Maintenance									
	50330 Total:	2,885.29								
	LANDSCAP Total:	2,885.29								
		<hr/>								
	Landscape Concepts Management Total:	2,885.29								
		<hr/>								
Lauria Justin										
LAURIAJ										
REIM060313JLM	06/03/2013	150.00	0.00	05/21/2013	Reimbursement - Meals		-		No	0000
101-300-512-5840	Meals									
	REIM060313JLM Total:	150.00								
	LAURIAJ Total:	150.00								
		<hr/>								
	Lauria Justin Total:	150.00								
		<hr/>								
Lowe's Business Acc/GECF										
LOWES										
2007	05/01/2013	22.41	0.00	05/21/2013	Assemblies plumbers		-		No	0000
205-560-515-5405	R&M - buildings									
	2007 Total:	22.41								
2863	04/30/2013	15.39	0.00	05/21/2013	Seals for Pool sinks		-		No	0000
205-560-515-5405	R&M - buildings									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
		2863 Total:								
2944	05/01/2013	15.39								
205-430-515-5730	Program supplies	18.97	0.00	05/21/2013	Steel Master locks for Parks		-		No	0000
		2944 Total:								
2954	05/01/2013	18.97								
205-560-515-5405	R&M - buildings	49.34	0.00	05/21/2013	Plumbing repairs		-		No	0000
		2954 Total:								
2963	05/01/2013	49.34								
205-560-515-5405	R&M - buildings	51.82	0.00	05/21/2013	Plumbing repairs		-		No	0000
		2963 Total:								
2997	05/01/2013	51.82								
205-560-515-5405	R&M - buildings	25.59	0.00	05/21/2013	Plumbing repairs		-		No	0000
		2997 Total:								
	LOWES Total:	183.52								
Lowe's Business Acc/GECF Total:		183.52								
Mooney Judy										
MOONEY										
43013	04/30/2013	504.00	0.00	05/21/2013	Zumbatomic		-		No	0000
205-520-515-5270	Purchased program services									
		43013 Total:								
	MOONEY Total:	504.00								
Mooney Judy Total:		504.00								
Northeastern IL Reg. Crime Lab										
NORTHEA										
746	05/01/2013	15,695.93	0.00	05/21/2013	Membership Assessment		-		No	0000
101-300-512-5540	Intergovernmental fees & dues									
		746 Total:								
783	05/01/2013	15,695.93	0.00	05/21/2013	Maintenance Agreement 2013/14		-		No	0000
101-300-512-5540	Intergovernmental fees & dues	3,000.00	0.00	05/21/2013						
		783 Total:								
	NORTHEA Total:	18,695.93								
Northeastern IL Reg. Crime Lab Total:		18,695.93								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Orange Crush LLC										
ORANGCRH										
432452	05/06/2013	175.95	0.00	05/21/2013	Mod Surface		-		No	0000
213-000-561-5340	Engineering									
	432452 Total:	175.95								
	ORANGCRH Total:	175.95								
	<hr/>									
	Orange Crush LLC Total:	175.95								
	<hr/>									
Paramedic Services of Illinois										
PARAMEDI										
3831	05/01/2013	218,276.72	0.00	05/21/2013	Services Rendered - Month 05/31/2013		-		No	0000
101-350-512-5220	Fire protection									
	3831 Total:	218,276.72								
	PARAMEDI Total:	218,276.72								
	<hr/>									
	Paramedic Services of Illinois Total:	218,276.72								
	<hr/>									
Rydin Decal										
RYDINDE										
282971	05/01/2013	2,193.00	0.00	05/21/2013	2013-2014 Vehicle License		-		No	0000
101-210-511-5730	Program supplies									
282971	05/01/2013	24.19	0.00	05/21/2013	Shipping		-		No	0000
101-210-511-5730	Program supplies									
	282971 Total:	2,217.19								
	RYDINDE Total:	2,217.19								
	<hr/>									
	Rydin Decal Total:	2,217.19								
	<hr/>									
Safeway Inc										
DOMINICK										
431525	05/07/2013	28.40	0.00	05/21/2013	Drinks for Club Kid		-		No	0000
205-520-515-5645	Concessions & food									
	431525 Total:	28.40								
	DOMINICK Total:	28.40								
	<hr/>									
	Safeway Inc Total:	28.40								
	<hr/>									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Sam's Club										
SAMSCL										
2999	05/07/2013	218.88	0.00	05/21/2013	Television for Chief's Office		-		No	0000
101-300-512-5730	Program supplies									
	2999 Total:	218.88								
	SAMSCL Total:	218.88								
	Sam's Club Total:	218.88								
Schulhof Company										
SCHULHOF										
2825128	05/02/2013	155.62	0.00	05/21/2013	Pool toilet parts		-		No	0000
205-560-515-5405	R&M - buildings									
	2825128 Total:	155.62								
2825131	05/02/2013	451.62	0.00	05/21/2013	Pool toilet parts		-		No	0000
205-560-515-5405	R&M - buildings									
	2825131 Total:	451.62								
2825239	05/03/2013	340.98	0.00	05/21/2013	Pool toilet parts		-		No	0000
205-560-515-5405	R&M - buildings									
	2825239 Total:	340.98								
	SCHULHOF Total:	948.22								
	Schulhof Company Total:	948.22								
Sunshine Arts & Crafts										
SUNSHINE										
050113-2	05/01/2013	50.00	0.00	05/21/2013	Field trip deposit for PD and RR		-		No	0000
205-530-515-5721	Transportation									
	050113-2 Total:	50.00								
	SUNSHINE Total:	50.00								
	Sunshine Arts & Crafts Total:	50.00								
United States Postal Service										
USPOSTAL										
PB050713	05/07/2013	8.70	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB050713	05/07/2013	9.74	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PB050713	05/07/2013	101.94	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB050713	05/07/2013	21.63	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB050713	05/07/2013	38.66	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
205-500-515-5720	Postage									
PB050713	05/07/2013	10.19	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB050713	05/07/2013	1.58	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB050713	05/07/2013	8.28	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
660-610-519-5720	Postage									
	PB050713 Total:	200.72								
PB050813	05/08/2013	6.24	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB050813	05/08/2013	0.46	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB050813	05/08/2013	1.84	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB050813	05/08/2013	1.38	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
205-500-515-5720	Postage									
PB050813	05/08/2013	147.14	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB050813	05/08/2013	177.19	0.00	05/21/2013	Pitney Bowes postage		-		No	0000
660-610-519-5720	Postage									
	PB050813 Total:	334.25								
	USPOSTAL Total:	534.97								
	United States Postal Service Total:	534.97								
Vera Kati										
VERAK										
05012013	05/01/2013	166.50	0.00	05/21/2013	Refund/Shelter rental		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	05012013 Total:	166.50								
	VERAK Total:	166.50								
	Vera Kati Total:	166.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Village of Lincolnwood										
VOL										
05072013	05/07/2013	600.00	0.00	05/21/2013	Pool Cash Drawer #1		-		No	0000
205-560-515-5730	Program supplies									
	05072013 Total:	600.00								
PCS12013	05/06/2013	300.00	0.00	05/21/2013	Pool Concession Stand #1		-		No	0000
205-560-515-5730	Program supplies									
	PCS12013 Total:	300.00								
PCS22013	05/06/2013	300.00	0.00	05/21/2013	Pool Concession Stand #2		-		No	0000
205-560-515-5730	Program supplies									
	PCS22013 Total:	300.00								
PCS32013	05/06/2013	300.00	0.00	05/21/2013	Pool Concession Stand #3		-		No	0000
205-560-515-5730	Program supplies									
	PCS32013 Total:	300.00								
	VOL Total:	1,500.00								
Village of Lincolnwood Total:		1,500.00								
Welding Supply Inc.										
WELDINGS										
878560	04/30/2013	5.70	0.00	05/21/2013	Helium Tank - May rental fee		-		No	0000
205-571-515-5730	Program supplies									
	878560 Total:	5.70								
	WELDINGS Total:	5.70								
Welding Supply Inc. Total:		5.70								
Wells Fargo Bank, N.A.										
SWANC										
4517	04/01/2013	1,074.50	0.00	05/21/2013	Fixed Costs - June - FY2014		-		No	0000
101-440-514-5230	Garbage & recycling									
4517	04/01/2013	21,789.14	0.00	05/21/2013	O & M Costs - June - FY2014		-		No	0000
101-440-514-5230	Garbage & recycling									
	4517 Total:	22,863.64								
	SWANC Total:	22,863.64								
Wells Fargo Bank, N.A. Total:		22,863.64								
Report Total:		415,723.73								

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
American Traffic Solutions										
ATS										
INV00012262	04/30/2013	4,733.33	0.00	05/21/2013	ATS Monthly Contractual Fee - April		-		No	0000
101-300-512-5599	Other contractual									
	INV00012262 Total:	4,733.33								
INV00012263	04/30/2013	240.00	0.00	05/21/2013	Collection of unpaid violations - April		-		No	0000
101-300-512-5599	Other contractual									
	INV00012263 Total:	240.00								
	ATS Total:	4,973.33								
American Traffic Solutions Total:		4,973.33								
Canon Solutions America, Inc										
CANONSOL										
122036	05/01/2013	746.75	0.00	05/21/2013	Monthly Meter Read - Building -		-		No	0000
101-000-210-2650	Contractor Permits Payable				March 13					
122036	05/01/2013	829.17	0.00	05/21/2013	Monthly Meter Read - Parks - March		-		No	0000
205-500-515-5440	R&M - office equipment				13					
122036	05/01/2013	315.12	0.00	05/21/2013	Monthly Meter Read - Police - March		-		No	0000
101-210-511-5440	R&M - office equipment				13					
	122036 Total:	1,891.04								
	CANONSOL Total:	1,891.04								
Canon Solutions America, Inc Total:		1,891.04								
Chicago Metropolitan Fire Prev										
CHGOMETR										
54796	04/26/2013	629.00	0.00	05/21/2013	April wireless radio network billing fee		-		No	0000
101-350-512-5411	R&M- Wireless Alarm Equipment									
	54796 Total:	629.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CHGOMETR Total:		629.00								
Chicago Metropolitan Fire Prev Total:		629.00								
FSCI Corporate Office										
FSCI										
2013-328	04/02/2013	620.00	0.00	05/21/2013	Plan review - April 2013		-		No	0000
101-240-517-5399	Other professional services									
	2013-328 Total:	620.00								
	FSCI Total:	620.00								
FSCI Corporate Office Total:		620.00								
Got Laundry Chicago?, Inc.										
GOTLAUND										
23-2239	04/16/2013	33.00	0.00	05/21/2013	Dry clean cell blankets		-		No	0000
101-300-512-5730	Program supplies									
	23-2239 Total:	33.00								
231187	03/26/2013	16.50	0.00	05/21/2013	Dry clean cell blankets		-		No	0000
101-300-512-5730	Program supplies									
	231187 Total:	16.50								
231188	03/26/2013	16.50	0.00	05/21/2013	Dry clean cell blankets		-		No	0000
101-300-512-5730	Program supplies									
	231188 Total:	16.50								
	GOTLAUND Total:	66.00								
Got Laundry Chicago?, Inc. Total:		66.00								
Hansen Michael										
HANSENM										
04192013	04/19/2013	1,720.37	0.00	05/21/2013	Reimbursement for sump pumps		-		No	0000
101-350-512-5730	Program supplies									
	04192013 Total:	1,720.37								
	HANSENM Total:	1,720.37								
Hansen Michael Total:		1,720.37								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Internation Code Council										
ICCAR										
278570	04/30/2013	578.00	0.00	05/21/2013	I Codes , 09 Complete Collection Soft		-		No	0000
101-240-517-5620	Books & publications									
278570	04/30/2013	23.12	0.00	05/21/2013	Shipping		-		No	0000
101-240-517-5620	Books & publications									
	278570 Total:	601.12								
279678	05/02/2013	568.00	0.00	05/21/2013	EC - 09 Complet Collection PDF		-		No	0000
101-240-517-5620	Books & publications									
	279678 Total:	568.00								
	ICCAR Total:	1,169.12								
Internation Code Council Total:		1,169.12								
JPMorgan Chase Bank, N.A.										
JPMOR										
SB441149-11	01/17/2013	26.70	0.00	05/21/2013	Grand Jury Subpoena Administrative Fees		-		No	0000
101-300-512-5730	Program supplies									
	SB441149-11 Total:	26.70								
	JPMOR Total:	26.70								
JPMorgan Chase Bank, N.A. Total:		26.70								
Kane McKenna & Associates										
KANEMKEN										
11657	04/30/2013	1,550.00	0.00	05/21/2013	Proposed Devon-Lincoln TIF- April		-		No	0000
101-240-517-5399	Other professional services									
	11657 Total:	1,550.00								
11658	04/30/2013	1,275.00	0.00	05/21/2013	Review Revenue Projections-Purple Hotel		-		No	0000
101-000-110-1231	Special Use Cost Reimburseable									
	11658 Total:	1,275.00								
	KANEMKEN Total:	2,825.00								
Kane McKenna & Associates Total:		2,825.00								
Land Design Collaborative										
LANDDES										
100-13	04/07/2013	4,690.50	0.00	05/21/2013	Professional services rendered thru 4/5		-		No	0000
101-000-110-1230	Charges/services receivable									
	100-13 Total:	4,690.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
101-13	04/07/2013	619.50	0.00	05/21/2013	Professional services rendered		-			No 0000
101-000-110-1230	Charges/services receivable									
	101-13 Total:	619.50								
	LANDDES Total:	5,310.00								
Land Design Collaborative Total:		5,310.00								
Lands' End Business Outfitters										
LANDSEND										
Sin760058	05/01/2013	67.90	0.00	05/21/2013	Office Clothing Supplies - Building		-			No 0000
101-240-517-5799	Other materials & supplies				Dept					
	Sin760058 Total:	67.90								
	LANDSEND Total:	67.90								
Lands' End Business Outfitters Total:		67.90								
Malnati Organization										
MALNATI										
10	04/22/2013	15.45	0.00	05/21/2013	CO Appreciation Week		-			No 0000
101-300-512-5730	Program supplies									
	10 Total:	15.45								
282	04/19/2013	13.95	0.00	05/21/2013	CO Appreciation Week		-			No 0000
101-300-512-5730	Program supplies									
	282 Total:	13.95								
40444	04/04/2013	84.25	0.00	05/21/2013	Staff meeting		-			No 0000
205-500-515-5840	Meals									
	40444 Total:	84.25								
77	04/22/2013	13.95	0.00	05/21/2013	CO Appreciation Week		-			No 0000
101-300-512-5730	Program supplies									
	77 Total:	13.95								
81	04/17/2013	20.20	0.00	05/21/2013	CO Appreciation Week		-			No 0000
101-300-512-5730	Program supplies									
	81 Total:	20.20								
	MALNATI Total:	147.80								
Malnati Organization Total:		147.80								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
North Suburban Employee Benefi										
NSEBENEFF										
Apr-13	05/07/2013	62,906.00	0.00	05/21/2013	Employee Health Insurance PPO -		-		No	0000
102-000-210-2027	Health insurance premium withh				April 13					
	Apr-13 Total:	62,906.00								
	NSEBENEFF Total:	62,906.00								
North Suburban Employee Benefi Total:		62,906.00								
Nu Toys Leisure Products										
NUTOYS										
39703	04/30/2013	2,175.00	0.00	05/21/2013	ADA Accessible Diggers		-		No	0000
205-430-515-5730	Program supplies									
39703	04/30/2013	157.00	0.00	05/21/2013	Shipping		-		No	0000
205-430-515-5730	Program supplies									
	39703 Total:	2,332.00								
	NUTOYS Total:	2,332.00								
Nu Toys Leisure Products Total:		2,332.00								
PMI										
PMI										
0409103	04/30/2013	601.63	0.00	05/21/2013	Sharps container, test strips, gloves		-		No	0000
101-350-512-5770	Training supplies									
	0409103 Total:	601.63								
	PMI Total:	601.63								
PMI Total:		601.63								
Progressive Business Publicati										
PROGRES										
410318	05/02/2013	633.93	0.00	05/21/2013	Legal Notices - Employment posters		-		No	0000
101-200-511-5510	Advertising									
	410318 Total:	633.93								
	PROGRES Total:	633.93								
Progressive Business Publicati Total:		633.93								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Rackspace Hosting										
RACKSPAC										
100872012	04/30/2013	528.64	0.00	05/21/2013	Non Residential Pool Pass Hosting		-		No	0000
205-560-515-5640	Computer supplies									
	100872012 Total:	528.64								
	RACKSPAC Total:	528.64								
	Rackspace Hosting Total:	528.64								
Raynor Door Co										
RAYNOR										
60878	03/14/2013	535.20	0.00	05/21/2013	Aluminum section for bay door		-		No	0000
101-350-512-5405	R&M - buildings									
	60878 Total:	535.20								
	RAYNOR Total:	535.20								
	Raynor Door Co Total:	535.20								
Robbins, Salomon & Patt, LTD										
RS&PLTD										
162745	05/09/2013	1,275.00	0.00	05/21/2013	Municipal Prosec./Traffic Violation/Apr		-		No	0000
101-230-511-5399	Other professional services									
	162745 Total:	1,275.00								
162746	05/09/2013	794.50	0.00	05/21/2013	Adjudicative Hearings for April		-		No	0000
101-230-511-5399	Other professional services									
	162746 Total:	794.50								
162747	05/09/2013	390.00	0.00	05/21/2013	Dimas v. Lincolnwood		-		No	0000
101-230-511-5399	Other professional services									
	162747 Total:	390.00								
	RS&PLTD Total:	2,459.50								
	Robbins, Salomon & Patt, LTD Total:	2,459.50								
Shore Galleries										
SHOREGAL										
93300	04/25/2013	35.00	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	93300 Total:	35.00								
93304	04/26/2013	135.00	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	93304 Total:	135.00								
	SHOREGAL Total:	170.00								
	Shore Galleries Total:	170.00								
State Industrial Products										
STATE										
96237554	04/29/2013	124.52	0.00	05/21/2013	Sanitizer for Cells/Dispatch		-		No	0000
101-300-512-5730	Program supplies									
	96237554 Total:	124.52								
	STATE Total:	124.52								
	State Industrial Products Total:	124.52								
Sunshine Arts & Crafts										
SUNSHINE										
020213-4	05/05/2013	972.00	0.00	05/21/2013	Amazing Art Class		-		No	0000
205-502-515-5270	Purchased program services									
	020213-4 Total:	972.00								
	SUNSHINE Total:	972.00								
	Sunshine Arts & Crafts Total:	972.00								
T.P.I. Building Code Consultan										
TPI										
6518	04/30/2013	5,491.23	0.00	05/21/2013	Plan Review		-		No	0000
101-240-517-5399	Other professional services									
6518	04/30/2013	10,062.00	0.00	05/21/2013	In-House		-		No	0000
101-240-517-5399	Other professional services									
6518	04/30/2013	-220.08	0.00	05/21/2013	Discount		-		No	0000
101-240-517-5399	Other professional services									
	6518 Total:	15,333.15								
	TPI Total:	15,333.15								
	T.P.I. Building Code Consultan Total:	15,333.15								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Taser International										
TASER										
S11320963	05/01/2013	9,064.04	0.00	05/21/2013	Six Tasers - Non-Lethal Weapon		-		No	0000
101-300-512-5730	Program supplies									
	S11320963 Total:	9,064.04								
	TASER Total:	9,064.04								
	Taser International Total:	9,064.04								
Thompson Elevator Inspection S										
THOMPSON										
12-1213	04/22/2013	100.00	0.00	05/21/2013	Elevator plan review		-		No	0000
101-240-517-5399	Other professional services									
	12-1213 Total:	100.00								
	THOMPSON Total:	100.00								
	Thompson Elevator Inspection S Total:	100.00								
TLO LLC										
TLO										
TLOLLC-Apr 2013	05/01/2013	2.00	0.00	05/21/2013	System-Background Research/Apr 2013		-		No	0000
101-300-512-5399	Other professional services									
	TLOLLC-Apr 2013 Total:	2.00								
TLOLLC-Feb 2013	03/01/2013	10.75	0.00	05/21/2013	System-Background Research/Feb 2013		-		No	0000
101-300-512-5399	Other professional services									
	TLOLLC-Feb 2013 Total:	10.75								
TLOLLC-Jan 2013	02/01/2013	1.25	0.00	05/21/2013	System-Background Research/Jan 2013		-		No	0000
101-300-512-5399	Other professional services									
	TLOLLC-Jan 2013 Total:	1.25								
TLOLLC-Mar 2013	04/01/2013	2.50	0.00	05/21/2013	System-Background Research/Mar 2013		-		No	0000
101-300-512-5399	Other professional services									
	TLOLLC-Mar 2013 Total:	2.50								
	TLO Total:	16.50								
	TLO LLC Total:	16.50								
Trans Union Corp										
TRANSU										
04300792	04/25/2013	35.00	0.00	05/21/2013	Credit checks on applicants		-		No	0000
101-300-512-5399	Other professional services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	04300792 Total:	35.00								
	TRANSU Total:	35.00								
	Trans Union Corp Total:	35.00								
VCG Uniform										
VCGUNIFO										
7080	04/24/2013	128.95	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	7080 Total:	128.95								
7081	04/24/2013	44.90	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	7081 Total:	44.90								
7082	04/24/2013	192.05	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	7082 Total:	192.05								
7083	04/24/2013	200.00	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	7083 Total:	200.00								
7084	04/24/2013	166.85	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	7084 Total:	166.85								
7085	04/24/2013	264.89	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	7085 Total:	264.89								
7169	04/20/2013	130.00	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	7169 Total:	130.00								
7170	04/20/2013	1,054.60	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	7170 Total:	1,054.60								
7171	04/20/2013	272.90	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	7171 Total:	272.90								
7172	04/20/2013	914.80	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	7172 Total:	914.80								
7173	04/20/2013	177.60	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	7173 Total:	177.60								
7272	04/30/2013	25.00	0.00	05/21/2013	Uniform Allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	7272 Total:	25.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	VCGUNIFO Total:	3,572.54								
	VCG Uniform Total:	3,572.54								
	Report Total:	118,830.91								



## Proclamation

**WHEREAS**, Trees provide environmental benefits, including reduced erosion, decreased heating costs, moderated temperature, improved air quality, and developed wildlife habitat; and

**WHEREAS**, Trees provide a renewable resource benefit by providing paper for our books, wood for our homes, and fire for our hearth; and

**WHEREAS**, Trees provide an economic benefit by increasing property value, enhancing the vitality of business districts, and beautifying our communities; and

**WHEREAS**, Tree planting is one of the most important actions that individuals can do to provide a healthier environment for future generations. Trees, for this reason, form an important link between cultures and people across time; and

**WHEREAS**, the Village of Lincolnwood continues to increase its urban tree canopy with the intent to guarantee these benefits to the current and future residents of Lincolnwood; and

**WHEREAS**, including families in community tree planting projects models the importance of trees to a healthy community.

**Now Therefore**, I, Gerald C. Turry, Village President of the Village of Lincolnwood, do hereby proclaim May 24, 2013, as

### **ARBOR DAY**

in the Village of Lincolnwood.

In honor of Arbor Day, the Village will be planting two, Japanese Tree Lilac at O'Brien Park with the assistance of the Village's Beautification Commission, Cub Scouts and Girl Scouts

I encourage and invite all residents, students and families to participate in the planting and provide an example to the community on the shared importance of this activity.

DATED this 21<sup>st</sup> day of May, 2013

ATTEST:

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Beryl Herman  
Village Clerk

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Gerald C. Turry  
Village President

## **2013 Reappointments for Boards & Commissions**

### **Beautification Commission**

Mira Mazur  
Gabriella Kowalczyk

### **Board of Fire & Police Commissioners**

Sheri Doniger  
Pablo Alcantara

### **Economic Development Commission**

James Kucienski  
Paul Levine  
Patrick McCoy  
Maureen Ehrenberg

### **Human Relations Commission**

Anjum Ali  
Anna Pawlowski  
Martina Keller

### **Parks and Recreation Board**

Barry Bass  
Arthur Lovering

### **Plan Commission**

Paul Eisterhold  
Don Sampen

### **Zoning Board of Appeals**

Sherwin J. Malkin  
Paul Gordon

**Traffic Commission**

Donald Gelfund

Mark Bonner

**Telecommunications Advisory Commission**

Brad Fox

Joan Friedman

## **2013 Appointments for Boards & Commissions**

### **Beautification Commission**

Terri Froman

### **Park and Recreation Board**

Jennifer Spino

### **Traffic Commission**

James Lee

### **Plan Commission**

Irv Fishman

### **Zoning Board of Appeals**

Chris Martel

**Jennifer G. Spino**  
4646 W. Northshore  
Lincolnwood, IL 60712  
(773) 617-2024  
jspino747@gmail.com

## PROFESSIONAL EXPERIENCE

### ***Alden Bennett Construction Inc., Chicago, IL***

**Vice President, 2000 - Present**

Vice President of Property Management Division. Responsibilities include supporting the Owner of Parent Company, its corporate heads, the President of Alden Bennett Construction Company, and Administrators of all existing 47 Healthcare Facilities. Alden "the parent company" owns and operates 47 Healthcare facilities around the Chicagoland area, its suburbs and Wisconsin. I manage an in house maintenance staff of 25 personnel used to assist in the routine maintenance of each property. Oversee the Building Managers (Maintenance men) for each of the 47 properties. Maintenance includes all exterior from curb to roof as well as all interior including ALL textiles. All textiles will include but is not limited to all furniture repair & replacement, flooring materials, wall covering, lighting etc. I work with a design assistant to reselect finishes as needed when there is no longer attic stock available for repairs and existing finishes have been discontinued. Responsible for producing budgets, buying out contracts and Project management of remodel projects within the properties along with creating short and long term budgets for Property maintenance. Provide value engineering options to the owner and president. Assess each property individually on a regular basis for needed repairs and to provide suggestions to improve operation within the facility. Additionally, responsible for the HR, interviewing, hiring and raises of the 25 in-house maintenance staff. Liaison between owner and municipality heads. Direct contact for all building inspectors, state and federal inspectors. Responsible for preparation of each property for state and federal inspections including HUD as well as all building inspections with Building and Fire Departments. Pull permits in many municipalities

### ***Bentley Construction, Deerfield, IL***

**Field Superintendent for General Contractor, 1997 - 2000**

Field Superintendent for the redevelopment of 30 acres in downtown Deerfield. A total of 10 buildings, site work, utilities, and tenant build-outs. Worked directly with the Developer/Owner of the Construction Company to complete the construction of the entire site. Assisted with producing Draws each month including TIF funding. Responsible for all building inspections with Building and Fire Departments.

### ***Adamson Plumbing, Chicago, IL***

**Estimator, 1995-1997**

Estimator for new construction and remodels, prepared information for ordering materials for jobs, ordered job materials, followed up on RFI's from field to job architects.

### ***Bourbon Tile and Marble, Deerfield, IL 1993-1995***

**Estimator, 1993-1995**

Estimator for new construction and remodels, prepared information for ordering materials for jobs, ordered job materials, followed up on RFI's from field to job architects.

## EDUCATION/TRAINING

***Ball State University, Muncie, IN - GPA 3.4/4.0 Architecture and Fine Arts***

***Harrington Institute of Interior Design, Chicago, IL - GPA 3.6/4.0 Interior Design***

Microsoft Word  
Microsoft Excel  
Microsoft PowerPoint  
Adobe Professional  
Keynotes  
WordPerfect

Estimating  
Troubleshooting  
Scheduling  
Value Engineering

Contracts (generating and buy-out)  
Budgeting  
Permit process  
Supervision

7235 N. Kilpatrick Ave.  
Lincolnwood, IL 60712

773) 593-7235 (C)  
jblee60@gmail.com

# James Lee

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847) 679-3421 (H)  
847) 439-4300 (W)

## Objective

To utilize academic skills and practical experience, in addition to my bilingual Korean/English skills and cross-cultural understandings, in a company that values work ethics and promotes professional growth.

## Experience

Jan. 2006–present      Television Korea 24(tvk24)      Chicago, IL

### Chicago Correspondent-Freelancer

- Gathering information, preparing stories, and making broadcasts that inform TVK24 about local, state, national, and international events.
- Pointing of view on current issues; and reporting on the actions of public officials.
- Observing events at the scene and interviewing people.
- Organizing the material, determining the focus or emphasis, writing stories using laptop computers and electronically submit the material to main offices from remote locations.

Jan. 2006 –present      Korean News Media, Inc.      Chicago, IL

### Writer and Vice President

- Directing and coordinating activities of editing department and other departments.
- Conferring with executives and production staff members regarding budget, company policy, news coverage of special events, and production problems.
- Originating or approving feature ideas and sending ideas to personnel of assignment department for implementation.
- Monitoring news development and reviewing edited articles.
- Hiring, discharging, and evaluating performance of staff.

Jan. 2004 - Dec. 2005      Chicago Korean American Chamber of Commerce

### Executive Director

- Kept a finger on the pulse of the organization's members to ensure positive member relations.
- Ensured that services provided to members meet their needs.
- Regularly arranged training and networking opportunities for member business, as appropriate.
- Provided supervision and leadership for Chamber of Commerce staff.
- Provided leadership strategically and systemically both within the organization and outside of it through advocacy at the local, regional, and, if appropriate, state levels in matters of importance to members and the organization.
- Fostered a team culture across the organization that supersedes business sector or regional specific issues and promoted the overall image of the organization as a whole.

July. 2002- Dec. 2003 Mutual Financial Group Inc. Chicago, IL

**Vice President and Loan Officer**

- Analyzed applicant's financial status, credit, and property evaluations to determine feasibility of granting loans..
- Approved loans within specified limits, and refer loan applications outside those limits to management for approval.
- Reviewed loan agreements to ensure that they are complete and accurate.
- Analyzed potential loan markets and developed referral networks in order to locate prospects for loans.

July. 1999 – June. 2002 KBC-TV (Ch.28-currently Ch.41) Chicago, IL

**Deputy Chief of News Department**

- Directed and coordinated activities of news department of television network or station.
- Originated or approved feature ideas and sent ideas to personnel of assignment department for implementation.
- Monitored news development and reviewed edited copy and news film.
- Approved program content or issues directions for changes or modification.
- Directed news staff activities with television programming and film editing department.

Dec.1993 – June. 1999 The Korea Times Chicago

**Senior Reporter**

- Reviewed manuscripts for content.
- Responsible for Rejecting, modifying, and approving manuscripts.
- Developed special "theme" issues or article series.
- Responsible for the overall content of the newspaper, both in print, and the hiring supervision of newsroom staff.
- Responsible for meeting newsroom deadlines.

Dec. 1989 – Nov. 1993 Albany Shopping Center

**Manager**

- Responsible for the overall sales, merchandise maintenance, and supervision of the hourly associates and specialists in the assigned departments.
- Maintained shopping center according to company merchandising standards and center operations policies.
- Maximized sales of center products.
- Ensured that all merchandise and operational activities take place on a consistent basis.
- Made recommendations to the top management to improve and enhance company merchandise and operational policies and procedures.

June. 1988- Nov. 1989    Beam Telecommunication Inc.    Elk Grove, IL

**General Manager**

- Responsible for supervising the department managers as well as their overall performance with emphasis on superior satisfaction and work performance.
- Made recommendations to each department manager to improve and enhance operational policies and procedures.
- Reported to and completed other assignments as directed by CEO.

Nov. 1984- May. 1985    Pan Ocean Shipping Company    Seoul, Korea

**Staff Accountant**

- Gathered and interpreted information as well as prepared analyses and reconciliation of various general ledger accounts.
- Ensured all of the assigned account reconciliation were completed timely and accurately.
- Assisted in the monthly closing processes of the corporate accounting department
- Assisted the accounting manager on special assignments that occurred within the department.

**Education**

Sep. 1986 – Jun. 1988    University of Illinois at Chicago    Chicago, IL  
M.S. in Accounting

Mar. 1978 – Feb. 1985    Hanyang University    Seoul, Korea  
B.A., in Business Administration

**Military  
Services**

March. 1981- Jun. 1983    Republic of Korea Army



# Request For Board Action

**REFERRED TO BOARD:** May 21, 2013

**AGENDA ITEM NO:** 1

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Approval of a Resolution Adopting the Strategic Master Technology Plan for Fiscal Year 2013-14

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

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

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

**IT Committee**

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

**ClientFirst**

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

## **Proposed Strategic Master Technology Plan 2013-14**

The first plan was presented at a Committee of the Whole meeting and then adopted by the Village Board in 2007. Subsequent plans were adopted annually by Resolution coinciding with the adoption of the Village budget for the coming year.

The IT initiatives for fiscal year 2013-14 include:

- Document Management
- Expand Citizen Communication Using the Internet
- Expand Audio/Visual Capabilities
- GIS Integration
- Mobile Worker Connectivity
- Cloud Based Computing
- Maximizing Efficiencies Gained through Application Software
- Increase Productivity through the Use of Technology
- Utilize Technology for Public Safety
- Disaster Recovery Preparedness
- IT Security
- IT Infrastructure Improvements

The proposed Strategic Master Technology Plan for 2013-14 was presented to the Village Board at its February 5, 2013 Committee of the Whole meeting. The plan was then considered for approval by the Village Board at its Regular Meeting on April 16, 2013. Village Board indicated that more time was needed to digest the entirety of the plan and deferred the discussion to the Committee of the Whole. The Village Board then discussed the Plan at the May 7, 2013 Committee of the Whole meeting and referred it back to the Village Board for adoption.

### **FINANCIAL IMPACT:**

None. All expenditures identified in the plan will be made utilizing the Village's procurement policies and procedures.

### **DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Strategic Master Technology Plan for Fiscal Year 2013-14

### **RECOMMENDED MOTION:**

**Move to approve** a Resolution adopting the Strategic Master Technology Plan for Fiscal Year 2013-14.

**RESOLUTION NO. R2013-\_\_\_\_\_**

**RESOLUTION ADOPTING THE STRATEGIC MASTER TECHNOLOGY PLAN FOR FISCAL YEAR 2013-14**

WHEREAS, the Village of Lincolnwood (“Village”) is a home rule municipality located in Cook County, Illinois; and

WHEREAS, the corporate authorities have considered the findings and recommendations of the Village Manager and the Village’s Information Technology consultant ClientFirst for the adoption of the Strategic Master Technology Plan (“the Plan”) for Fiscal Year 2013-14; and

WHEREAS, on February 5, 2013 the Committee of the Whole reviewed and discussed the proposed Strategic Master Technology Plan for the Fiscal Year 2013-14; and

WHEREAS, on April 16, 2013 the Village Board considered adoption of the Plan and then deferred the matter to the Committee of the Whole for further review; and

WHEREAS, on May 7, 2013 the Committee of the Whole reviewed and discussed the proposed Strategic Master Technology Plan for the Fiscal Year 2013-14; and

WHEREAS, the Village will strive to accomplish all strategies and initiatives identified in the Plan while using standard budget processes and purchasing procedures.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village 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 PLAN. The Plan shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and in the manner provided by law.

PASSED this \_\_\_ day of \_\_\_\_\_, 2013.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2013.

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Gerald C. Turry  
Village President

ATTEST:

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Beryl Herman  
Village Clerk

**EXHIBIT A**

Fiscal Year 2013-14 Strategic Master Technology Plan



# STRATEGIC MASTER TECHNOLOGY PLAN

*2013-14 Fiscal Year*

*JANUARY 28, 2013*

*Prepared By*

The Information Technology Committee and

**CLIENT****FIRST**  
CONSULTING GROUP

*"Uncompromising Client Service Begins Here"*

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## INTRODUCTION

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

## PURPOSE

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

## IT COMMITTEE

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

## CLIENTFIRST

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

## DOCUMENT MANAGEMENT

### Strategy

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

#### Initiative #1

- Integrate Geographical Information Systems (GIS) and documents online

##### Benefits

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

##### Budget Considerations

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

##### Timeline

- 2014/2015 budget year

#### Initiative #2

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

##### Benefits

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

##### Budget Considerations

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

##### Timeline

- Complete 2014/2015 budget year

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

## EXPAND CITIZEN COMMUNICATION USING THE INTERNET

### Strategy

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

#### Initiative #1

- Annual program for Pool Pass Signup for non-residents

#### Benefits

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

#### Budget Considerations

Annual program maintenance and report enhancements

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

#### Timeline

- Annual cost of pool pass signup operation

#### Initiative #2

- Redesign Village website

#### Benefits

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

#### Budget Considerations

- Consulting \$10,000

#### Timeline

- 2012/2013 Budget Year

#### Initiative #3

- Fillable forms for temporary employment applications and volunteer signups

#### Benefits

- Reduces paper and increases accuracy of applications

#### Budget Considerations

- Consulting \$1,000

#### Timeline

- 2013/2014 Budget Year

**Initiative #4**

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

**Benefits**

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

**Budget Considerations**

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

**Timeline**

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

**Initiative #5**

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

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- 2013-2014 Budget Year

**Initiative #6**

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

**Benefits**

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

**Budget Considerations**

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

**Timeline**

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

Strategy	Initiative	Efficiencies Gained	2012/ 2013	2013/ 2014	2014/ 2015	2015/ 2016	2016/ 2017	Total
Expand Citizen Communications	Pool Pass Signup - Non-Residents	40 Hours Saved per year	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$37,500
	Redesign Website	Potential to save \$20K	\$10,000					\$10,000
	Fillable Forms	200 Hours Saved per Year		\$1,000				\$1,000
	Expand online payment options	130 Hours Saved per Year		\$2,500	\$2,500	\$2,500		\$7,500
	24/7 Online Streaming of Cable Channel Broadcast	Citizen communication		\$6,500				\$6,500
	Developer Permitting and Project Walkthrough online	24 Hours Saved per Year			\$2,500	\$65,000	\$60,000	\$127,500
<b>Totals</b>			<b>\$17,500</b>	<b>\$17,500</b>	<b>\$12,500</b>	<b>\$75,000</b>	<b>\$67,500</b>	<b>\$190,000</b>

## EXPAND AUDIO/VISUAL CAPABILITIES

### Strategy

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

#### Initiative #1

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

#### Benefits:

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

#### Budget Considerations

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

#### Timeline

- 2012/2013 budget year

- Phase 2
  - Replace existing projectors in Council Chambers

#### Benefits:

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

#### Budget Considerations

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

#### Timeline

- 2013/2014 budget year

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

#### Benefits:

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

#### Budget Considerations

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

#### Timeline

- 2014/2015 budget year

- Phase 4
  - Install new video switcher

**Benefits:**

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

**Budget Considerations**

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

**Timeline**

  - 2015/2016 budget year
  
- Phase 5
  - Replace video cameras
  - Install HD PTZ cameras (or greater if appropriate) using digital signal transmission

**Benefits:**

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

**Budget Considerations**

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

**Timeline**

  - 2016/2017 budget year
  
- Phase 6
  - Install Lighting controls and additional lighting

**Benefits:**

  - Will improve video quality on-camera

**Budget Considerations**

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

**Timeline**

  - 2017/2018 budget year
  
- Phase 7
  - Replacement of Broadcast Server
  - Add new storage arrays

**Benefits:**

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

**Budget Considerations**

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

**Timeline**

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

**Benefits:**

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

**Budget Considerations**

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

**Timeline**

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

**Benefits:**

- Equipment will be at end of useful life

**Budget Considerations**

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

**Timeline**

- 2020/2021 budget year

**Initiative #2**

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

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- 2013/2014 budget year

**Initiative #3**

- Conference Room A/V Improvements

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

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- 2014/2015 budget year

**Initiative #4**

- Monitor in Community Center for signage

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- 2014/2015 budget year

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

## GIS INTEGRATION

### Strategy

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

#### Initiative #1

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

#### Benefits

- Improved tools to track and analyze Village data and assets

#### Budget Considerations

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

#### Timeline

- Ongoing

#### Initiative #2

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

#### Benefits

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

#### Budget Considerations

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

#### Timeline

- 2014/2015 Budget year

#### Initiative #3

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

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- 2014/2015 Budget year

**GIS INTEGRATION****Initiative #4**

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

**Benefits**

- Improved GIS documentation will reduce location errors and resultant confusion

**Budget Considerations**

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

**Timeline**

- 2014/2015 Budget year

**Initiative #5**

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

**Benefits**

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

**Budget Considerations**

- Training \$2,000

**Timeline**

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

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

## MOBILE WORKER CONNECTIVITY

### Strategy

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

#### Initiative #1

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

#### Benefits

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

#### Budget Considerations

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

#### Timeline

- 2013/2014 budget year

#### Initiative #2

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

#### Benefits

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

#### Budget Considerations

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

#### Timeline

- 2012/2013 budget year

#### Initiative #3

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

#### Benefits

- Reduced cost
- Improved ease of use
- Simplified process

**Budget Considerations**

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

**Timeline**

- 2013/2014 budget year

**Initiative #4**

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

**Benefits**

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

**Budget Considerations**

- Hardware \$800
- Consulting \$500

**Timeline**

- 2014/2015 budget year

**Initiative #5**

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

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- 2014/2015 budget year

**Initiative #6**

- Utilize iPads for Park Inspections

**Benefits**

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

**Budget Considerations**

- Hardware \$600
- Consulting \$340

**Timeline**

- 2014/2015 budget year

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

## CLOUD BASED COMPUTING

### Strategy

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

#### Initiative #1

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

#### Benefits

- Reduced ongoing support costs
- Reduced overall IT costs

#### Budget Considerations

- To be funded through the IT Strategy and Management budget

#### Timeline

- 2012/2013 Budget year

#### Initiative #2

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

#### Benefits

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

#### Budget Considerations

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

#### Timeline

- 2013/2014 Budget year

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

## MAXIMIZE EFFICIENCIES GAINED THROUGH APPLICATION SOFTWARE

### Strategy

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

#### Initiative #1

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

#### Benefits

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

#### Budget Considerations

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

#### Timeline

- FY 2013 through FY 2014 budget years

#### Initiative #2

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

#### Benefits

- Improved efficiencies through staff training and revised business processes.

#### Budget Considerations

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

#### Timeline

- 2013/2014 budget year

MAXIMIZE APPLICATION SOFTWARE EFFICIENCIES (CONTINUED)

**Initiative #3**

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

**Budget Considerations**

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

**Timeline**

- 2012/2013 budget year

**Initiative #4**

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

**Budget Considerations**

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

**Timeline**

- 2014/2015 Budget Year

**Initiative #5**

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

**Budget Considerations**

- Hardware/software TBD
- Consulting TBD

**Timeline**

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

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

## INCREASE PRODUCTIVITY THROUGH THE USE OF TECHNOLOGY

### Strategy

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

#### Initiative #1

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

#### Replacement Schedule

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

#### Benefits

- Saves an estimated 4 hours per month

#### Budget Considerations

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

#### Timeline

- Each budget year

**Initiative #2**

- Implement log consolidation and archiving software

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- 2013/2014 budget year

**INCREASE PRODUCTIVITY THROUGH THE USE OF TECHNOLOGY**

**Initiative #3**

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

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- 2015/2016 budget year

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

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<b>Totals</b>				\$30,000	\$35,000	\$136,000	\$65,500	\$266,500
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## UTILIZE TECHNOLOGY FOR PUBLIC SAFETY

### Strategy

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

#### Initiative #1

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

#### Benefits

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

#### Budget Considerations

- Consulting \$1,000

#### Timeline

- 2011/2012 budget year – in progress

#### Initiative #2

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

#### Benefits

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

#### Budget Considerations

- Hardware/software \$2,000

#### Timeline

Complete 2012/2013 budget year

#### Initiative #3

- Implement Briefing Notes and Be On the LookOut modules

#### Benefits

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

#### Budget Considerations

- Hardware/software \$10,000

#### Timeline

- Complete 2013/2014 budget year

## UTILIZE TECHNOLOGY FOR PUBLIC SAFETY (CONTINUED)

### Initiative #4

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

#### Benefits

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

#### Budget Considerations

- Hardware/software \$15,000

#### Timeline

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

### Initiative #5

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

#### Benefits

- Provide for emergency 911 dialing from isolated areas

#### Budget Considerations

- Hardware/software \$14,000

#### Timeline

- Complete 2014/2015 budget year

### Initiative #6

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

#### Benefits

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

#### Budget Considerations

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

#### Timeline

- Complete 2014/2015 budget year

UTILIZE TECHNOLOGY FOR PUBLIC SAFETY (CONTINUED)

**Initiative #7**

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

**Benefits**

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

**Budget Considerations**

- Hardware/software \$20,000

**Timeline**

- Complete 2015/2016 budget year

**Initiative #8**

- Add additional video surveillance to Pool Complex

**Benefits**

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

**Budget Considerations**

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

**Timeline**

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

**Initiative #9**

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

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- 2015/2016 budget

## UTILIZE TECHNOLOGY FOR PUBLIC SAFETY (CONTINUED)

### Initiative #10

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

#### Benefits

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

#### Budget Considerations

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

#### Timeline

- 2016/2017 budget year

### Initiative #11

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

#### Benefits

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

#### Budget Considerations

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

#### Timeline

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

### Initiative #12

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

#### Benefits

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

## UTILIZE TECHNOLOGY FOR PUBLIC SAFETY (CONTINUED)

### Budget Considerations

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

### Timeline

- Complete 2014/2015 budget

### Initiative #13

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

### Benefits

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

### Budget Considerations

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

### Timeline

- Complete 2015/2016 budget year

### Initiative #14

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

### Benefits

- Increased staff safety

### Budget Considerations

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

### Timeline

- Complete 2013/2014 budget year

## UTILIZE TECHNOLOGY FOR PUBLIC SAFETY (CONTINUED)

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

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

## DISASTER RECOVERY PREPAREDNESS

### Strategy

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

#### Initiative #1

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

#### Budget Considerations

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

#### Timeline

- Ongoing - beginning 2012/2013 budget year

#### Initiative #2

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

#### Budget Considerations

- Consulting \$2,500

#### Timeline

- 2011/2012 budget year - Complete

#### Initiative #3

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

#### Budget Considerations

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

#### Timeline

- 2012/2013 budget year

#### Initiative #4

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

#### Benefits

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

**Budget Considerations**

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

**Timeline**

- 2013/2014 budget year

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

## IT SECURITY

### Strategy

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

#### Initiative #1

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

#### Benefits

- Required as a part of the PCI standard.

#### Budget Considerations

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

#### Timeline

- 2013/2014 budget year

#### Initiative #2

- Implement electronic mail archiving software

#### Benefits

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

#### Budget Considerations

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

#### Timeline

- Complete 2013/2014 budget year

#### Initiative #3

- Implement Intrusion Detection software for firewall and wireless

#### Benefits

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

#### Budget Considerations

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

**Timeline**

- Complete 2014/2015 budget year

**Initiative #4**

- Implement Network Access Control security

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- Complete 2015/2016 budget year

**Initiative #5**

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

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- Complete 2013/2014 budget year

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

Totals				\$18,500	\$25,000	\$25,000		\$68,500
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## IT INFRASTRUCTURE IMPROVEMENTS

### Strategy

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

#### Initiative #1

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

#### Benefits

- Increased stability of network switch at pool complex

#### Budget Considerations

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

#### Timeline

- 2012/2013 budget year - complete

#### Initiative #2

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

#### Benefits

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

#### Budget Considerations

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

#### Timeline

- Complete 2015/2016 budget year

#### Initiative #3

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

#### Benefits

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

**Budget Considerations**

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

**Timeline**

- 2012/2013 budget year (complete)

**Initiative #4**

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

**Benefits**

- Decrease risk of mistaken water discharge

**Budget Considerations**

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

**Timeline**

- 2015/2016 budget year

**Initiative #5**

- Connect Public Works and Stand Pipe with fiber optic cable

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- 2014/2015 budget year

**Initiative #6**

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

**Benefits**

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

**Budget Considerations**

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

**Timeline**

- 2015/2016 budget year

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

## STRATEGIC MASTER TECHNOLOGY PLAN SUMMARY COST TABLE

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

# Request For Board Action

**REFERRED TO BOARD:** May 21, 2013

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Approval of a Resolution Adopting a Collective Bargaining Agreement Between the Village and the Illinois Fraternal Order of Police Labor Council Communications Operators from May 1, 2013 to April 30, 2016

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On May 1, 2013 the collective bargaining agreement between the Village and the Fraternal Order of Police Labor Council Communications Operators Union ("Union") expired. A meeting was held with the Assistant Village Manager, Assistant to the Village Manager, Police Lieutenant and two members of the Union to negotiate the terms of the agreement on April 11, 2013. A tentative agreement was reached between the Village and the Union at the April 11, 2013 meeting.

On April 16, 2013 the Village Board met in Executive Session to review changes to the agreement which are as follows:

- Wages:
  - 2.0% increase effective May 1, 2013
  - 2.0% increase effective May 1, 2014
  - 2.0% increase effective May 1, 2015
- Modifications to the agreement that change the title of "Village Administrator" to "Village Manager"

All other sections of the previous agreement have remained the same and will continue forward in the new agreement.

The attached agreement was ratified by the Union on May 8, 2013.

**FINANCIAL IMPACT:**

The collective bargaining agreement is an employee wage/benefit agreement and is budgeted in the Fiscal Year 2013-14 operating budget.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Agreement

**RECOMMENDED MOTION:**

**Move to approve** a Resolution adopting a three-year collective bargaining agreement with the Illinois Fraternal Order of Police Labor Council Communications Operators.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2013-\_\_\_\_\_

**A RESOLUTION ADOPTING A THREE-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL COMMUNICATIONS OPERATORS**

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 communications operators employed by the Village Police Department ("*Communications Operators*") are represented by the Illinois Fraternal Order of Police Labor Council ("*Union*") and

WHEREAS, the Village and the Union desire to enter into a three-year collective bargaining agreement, commencing May 1, 2013, regarding the terms of employment of the Communications Operators by the Village ("*Agreement*"); and

WHEREAS, the Union ratified the Agreement on May 8, 2013; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Agreement with the Union will serve and be in the best interest of the Village;

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Agreement by and between the Village and the Union shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_ day of \_\_\_\_\_, 2013.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013

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

**Exhibit A**  
**Agreement**

**AGREEMENT**

**BETWEEN**

**VILLAGE OF LINCOLNWOOD**

**AND**

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
(COMMUNICATIONS OPERATORS)**

**2013-2016**

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## **ARTICLE I - PURPOSE OF AGREEMENT**

This Agreement is entered into between the Village of Lincolnwood hereinafter called the "Employer", and the Illinois Fraternal Order of Police Labor Council hereinafter called the "Union." The intent and purpose of this agreement is to:

1. Establish certain hours, wages and other conditions of employment;
2. Establish procedures for the equitable and peaceful resolution of disputes concerning this Agreement's interpretation and/or application;
3. Specify the full and complete understanding of the parties; and
4. Place in written form the parties' Agreement upon terms and conditions of employment for the duration of the Agreement.

## **ARTICLE II - RECOGNITION**

The Employer recognizes the Union as the exclusive representative under 5 ILCS 315/6(c), for all personnel in the following job classification:

All full-time Communications Operators, excluding all supervisory, managerial, confidential, temporary and all other employees.

## **ARTICLE III - NON-DISCRIMINATION**

No employee shall be discriminated against under the provisions of this Agreement by either the Employer or the Union for any basis prohibited by law. Other than Union membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement. Grievances alleging discrimination because of union membership shall not be subject to arbitration under this Agreement.

## **ARTICLE IV - MANAGEMENT RIGHTS**

Except as specifically modified by other articles of this Agreement, the Lodge recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village;

- to supervise and direct the work forces;

- to establish the qualifications for employment and to employ employees;
- to schedule and assign work;
- to establish work and productivity standards and, from time to time, to change those standards;
- to assign overtime;
- to determine the methods, means, organization and number of personnel by which operations are conducted;
- to determine whether goods or services are made or purchased;
- to contract and subcontract out for goods and services;
- to make, alter and enforce reasonable rules, regulations, orders and policies;
- to evaluate employees;
- to discipline, suspend and discharge employees for just cause (probationary employees without cause);
- to change or eliminate existing methods, equipment or facilities;
- and to carry out the mission of the Village.

Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

## **ARTICLE V - DUES, FAIR SHARE, AND UNION SECURITY**

### **Section 1. Dues**

In recognition of the Union as the exclusive representative of the bargaining unit, the Employer shall:

1. Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction, and;
2. Remit such deduction to the appropriate designated officer of the Union.

## **Section 2. Fair Share**

During the term of this Agreement, bargaining unit members who are not members of the FOP Labor Council shall, commencing six (6) months after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-Union members and remitted to the Union. Union members shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to ensure full compliance with the requirements laid down by the United States supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of fair share fees.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable

organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

### **Section 3. Indemnification**

The Union agrees to indemnify and hold the Employer, its agents, representatives, and officials, harmless against any and all losses, including claims, suits, orders, or judgments brought or issued against the Village, and any and all reasonable attorney fees incurred, as a result of any action taken or not taken by the Village under the provisions of this Article.

### **Section 4. Union Use of Bulletin Boards**

The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s) of a non-political, non-inflammatory nature.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **Section 1. Definition**

A "grievance" is defined as a dispute or disagreement as to the interpretation or application of the provisions of this Agreement.

### **Section 2. Procedure**

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the first occurrence of the event giving rise to the grievance or within seven (7) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

STEP 1: Any employee who has a grievance shall submit the grievance in writing on a grievance form, a copy of which is attached as Appendix B, to the employee's immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The supervisor shall sign a form indicating the date and time at which he received the grievance. One copy of the form shall be provided to the employee. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee,

through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) business days after the grievance is presented. The grievant shall sign a form indicating the time and date at which he received the response.

STEP 2:

If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief within seven (7) business days after receipt of the Employer's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief, or his designee, shall sign the form indicating the date and time at which he received the grievance. One (1) copy of the form shall be provided to the employee. The Police Chief, or his designee, shall investigate the grievance, and, in the course of such investigation, shall offer to discuss the grievance within seven (7) business days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or his designee, shall provide a written answer to the grievant and the Union within seven (7) business days following their meeting. The grievant shall sign a form indicating the time and date at which he received the response.

STEP 3:

If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager, or his designee, within seven (7) business days after receipt of the Employer's answer at Step 2. The Village Manager, or his designee, will sign the form indicating the date and time at which he received the grievance. One (1) copy of the form shall be provided to the employee. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager shall meet with the grievant and a Union representative within fourteen (14) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Union within fourteen (14)

business days following the meeting. The grievant shall sign a form indicating the time and date at which he received the written answer.

### **Section 3. Arbitration**

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Employer's written answer as provided to the Council at Step 3:

- a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall strike one (1) name from the panel. Once an agreed upon panel has been submitted, a "flip of the coin" shall determine who strikes the first name; the other party shall then strike a name. The person remaining shall be the arbitrator.
- b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.
- c) The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Union retain the right to employ legal counsel.
- d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- e) More than one (1) grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- f) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

#### **Section 4. Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to make a decision on any issue not submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Union, the Employer, and the employees covered by this Agreement.

#### **Section 5. Processing**

It is recognized and accepted by the Union and the Village that the processing of grievances as provided in this section is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the employer during normal working hours, provided that the employee and the union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the employer.

#### **Section 6. Waiver**

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

### **ARTICLE VII – NO STRIKE/NO LOCKOUT**

#### **Section 1. No Strike**

So long as this Agreement is in effect, neither the Union, nor any agents or employees covered by this Agreement will instigate, promote,

sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 2. No Lockout**

The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

**Section 3. Penalty**

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

**Section 4. Judicial Restraint**

Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

**ARTICLE VIII - SENIORITY, LAYOFF AND RECALL**

**Section 1. Definition of Seniority**

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a Communications Operator in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the hiring date as a Communications Operator, with the employee hired first being the more senior. Seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) consecutive days and in such event the employee's seniority date shall be adjusted accordingly.

**Section 2. Probationary Period**

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of six (6) months of work. During an employee's probationary period

the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Employer in the position of Communications Operator covered by this Agreement.

### **Section 3. Seniority List**

On or before January 1 each year, the Employer will post, and provide the Council with a seniority list setting forth each employee's seniority date. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer in writing within fourteen (14) calendar days after the Union's receipt of the list. The Employer shall make final determination as to the correctness of the list.

### **Section 4. Layoff**

The Employer, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off in accordance with their length of service.

Except in an emergency, no layoff will occur without at least fourteen (14) calendar days' notification to the Union. The Village agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

### **Section 5. Recall**

Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council provided that the employee must notify the Village Manager or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village Manager with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

### **Section 6. Termination of Seniority/ Employment**

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged for just cause (probationary employees without cause);
- c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- d) falsified the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Village Manager;
- e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- f) is laid off and fails to report for work within two (2) working days after the established date for the employee's return to work;
- g) is laid off for a period in excess of two (2) years;
- h) does not perform work for the Village for a period in excess of two (2) years; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where they employee has recall rights; or
- i) is absent for two (2) consecutive working days without notifying the Employer.

Employees who establish to the Employer's satisfaction that their absence under subsections 6(e) and (f) or their failure to notify under subsection 6(i) was clearly due to circumstances beyond their control shall not be terminated under this Section.

## **ARTICLE IX - HOURS OF WORK AND OVERTIME**

### **Section 1. Application of Article**

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

### **Section 2. Normal Workday**

The normal workday shall include a thirty (30) minute paid lunch period, and two (2) fifteen (15) minute breaks each day. While every effort will be made to provide a lunch period and breaks each work period, work

duties take priority and may necessitate eliminating one or more of these periods for the work period.

### **Section 3. Normal Work Cycle**

The Village, in accordance with the Fair Labor Standards Act, defines the work cycle as forty (40) hours worked within a seven (7) day work cycle.

### **Section 4. Changes in Normal Workday or Normal Work Cycle**

Should it be necessary in the Village's judgment to establish schedules departing from the normal workday or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, seven (7) calendar days advance notice of such change to all employees affected by such change.

### **Section 5. Overtime Pay**

Employees shall be compensated at the rate of one and one-half (1 and 1/2) times the employee's regular straight time hourly rate of pay for all authorized hours worked in excess of forty (40) hours in a seven (7) day work cycle. All paid leave time, excluding sick leave, shall be included as "hours worked" for purposes of overtime computation under this section. Compensation shall be in the form of monetary payment unless compensatory time in lieu of monetary payment is mutually agreed upon by the Employer and the employee.

### **Section 6. Compensatory Time**

Based upon the mutual agreement of the Employer and Employee, compensatory time may be accrued to a maximum of one hundred (100) hours. Use of compensatory time shall be subject to the Employer's approval. An employee shall have the option of accruing up to a maximum of one hundred (100) hours of compensatory time in lieu of overtime pay. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the employee's on-duty supervisor. The scheduling of compensatory time shall not adversely affect the department and shall not be unreasonably denied.

### **Section 7. No Pyramiding**

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

### **Section 8. Court Time**

Employees who are required to make a court appearance as a result of their employment with the Village and outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid time and one-half their straight time hourly rate of

pay for all hours worked outside their normal shift, with a guarantee of two (2) hours' pay at time and one-half.

**Section 9. New Employee Training Incentive**

Employees selected and assigned to train newly hired communication operators shall receive one (1) hour pay at one and one-half (1-1/2) times the employee's regular rate of pay for each complete work day actually worked with an employee who is in training.

**ARTICLE X - SICK LEAVE**

**Section 1. Sick Leave**

Sick leave credits at full pay shall be awarded at a rate of one (1) sick day earned for each full month of employment. In cases of extended absence due to injury or illness, an employee who has exhausted his/her accrued sick leave may request to use, in advance, the balance of the sick leave that such employee would accrue during the balance of that calendar year; provided, that such employee has not been required to furnish proof of illness due to suspected sick leave abuse in the prior six (6) month period. In the event an employee utilizes sick leave prior to its accrual, and leaves his/her employment with the Village, any payment for used but not-yet-accrued sick leave shall be deducted from the employee's final paycheck. Each individual employee may accrue up to a maximum of one hundred twenty (120) sick leave days.

Sick leave may be used for illness, injury, pregnancy, medical and dental appointments which cannot be scheduled during non-working hours, or for serious illness or injury in the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, parents, mother-in-law, father-in-law, brothers, sisters and grandparents. In case of serious illness in the immediate family, up to three (3) days of sick leave may be approved by the Police Chief or his designee. An additional two (2) days may be approved by the Village Manager.

Once an employee has been granted and is using vacation leave, he may not change the status to sick leave unless he becomes hospitalized.

In the event an employee is unable to work due to illness, he must inform his on-duty supervisor at least two (2) hours prior to the start of the scheduled work day. Failure to inform the supervisor each day of absence, or agreed intervals in the case of an extended illness, may result in loss of pay.

## **Section 2. Sick Leave Compensation**

An employee receiving sick leave benefits shall be paid the equivalent of straight time earnings. Sick leave compensation shall be paid in no less than one (1) hour increments.

## **Section 3. Accumulated Sick Leave**

An employee may receive up to thirty-three percent (33%) of accumulated sick leave, if they terminate in good standing after a minimum of eight (8) years of service as a Communications Operator. Payment will be at the salary rate in effect as of the last day worked.

# **ARTICLE XI - LEAVES OF ABSENCE**

## **Section 1. Funeral Leave**

In the event of a death in the employee's immediate family, the employee may be granted up to three (3) days leave of absence without loss of pay for the purpose of attending the funeral. Upon recommendation of the Police Chief and with the prior approval of the Village Manager, this period may be extended for an additional two (2) days due to extraordinary circumstances, but any such days shall be charged to sick leave, and any other accrued leave time in that order. Immediate family for the purposes of this section shall mean the employee's spouse, children (including step children), grandchildren, son-in-law, daughter-in-law, parents (including step parents), grandparents, father-in-law, mother-in-law, the employee's spouse's grandparent, brothers and sisters (including step brother and step sister), brother-in-law and sister-in-law.

## **Section 2. Jury Leave**

An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any compensation which the employee receives for jury duty or jury service shall not be subtracted from the employee's regular wages. The employee must return to the Employer any payment for jury duty served.

## **Section 3. Military Leave**

Military leave and re-employment rights will conform with Federal requirements then currently in effect. The employee shall present written evidence of induction or call to training or active duty for reserve or National Guard status to the Chief of Police as soon as practical after receiving notification.

## **Section 4. Unpaid Leave**

Full-time non-probationary employees may request unpaid personal leave for reasons other than as provided for in Section 5 below. Requests for personal leave should be submitted to the Village Manager, who shall review

such requests and may grant such requests in his discretion. If granted, personal leave shall not exceed six (6) months. During such absence without pay, the employee shall retain any accrued benefits but shall not accrue further seniority, nor be covered under the Village's health and life insurance plans unless the employee pays 100% of all premium costs. In addition, the employee on such leave of absence without pay shall not continue to accrue benefits, including but not limited to vacations, holidays, or sick leave, during such leave. Failure to report to duty within five (5) working days after the termination of a leave of absence shall be considered a resignation by the employee. Upon the employee's return from leave under this provision, the Village will attempt to reinstate the returning employee to his former position, if available. If the returning employee's position has been filled, the Village will attempt to reassign such employee to a position of as similar pay and responsibility as possible, depending on the availability of such alternate position.

**Section 5. Family and Medical Leave Act of 1993**

The parties agree that the Employer may adopt, alter, and enforce policies in compliance with the Family and Medical Leave Act of 1993 ("FMLA").

**Section 6. Educational Leave**

Subject to both the recommendation of the Police Chief and the discretionary approval of the Village Manager, an employee may be granted, upon written request, an unpaid leave of absence not to exceed one (1) year for educational advancement.

**ARTICLE XII - VACATIONS**

**Section 1. Eligibility**

Every employee shall be eligible for paid vacation time after six (6) months employment with the Village. Vacation allowance shall be based on the following schedule:

During Employment Years	Days Accrued Per Payroll Period	Day Per Year
0-6	0.385	10
7-14	0.577	15
15-19	0.769	20
20+	0.962	25

Employees shall accrue paid vacation on a calendar basis. Vacation days shall be credited per payroll period according to the above schedule. Employees must complete six (6) months of service before being entitled to take vacation days earned.

**Section 2. Vacation Pay**

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

**Section 3. Vacation Scheduling**

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference with each work unit being made on the basis of an employee's seniority as defined in Article VIII, Section 1. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief in order to ensure the orderly performance of the services provided by the Village.

**Section 4. Limitation on Accumulation of Vacation**

Earned vacation shall normally be taken within one year after it is earned. Earned vacation may not be accumulated from one year to another unless prior authorization in writing is given by the Police Chief. Under no circumstances may more than two (2) years' vacation time be accumulated.

**Section 5. Pay for Earned but Unused Vacation Upon Termination**

If at time of termination an employee has earned but unused vacation time, said vacation time shall be paid at the employee's rate of pay at time of termination. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee. Employees with less than six (6) months of continuous service at termination shall not receive any vacation pay. Except as provided in this section, there shall be no salary payment made in lieu of vacation.

**ARTICLE XIII - HOLIDAYS**

**Section 1. Floating Holidays**

Employees covered by this Agreement shall receive twelve (12) floating holidays per calendar year to be scheduled based on the employee's request and with the prior approval of the Police Chief or his designee, provided that approval will not be withheld for arbitrary, capricious or discriminatory reasons. In order to be eligible to receive pay for any of the twelve (12) floating holidays, the employee must work his full scheduled day before and after the floating holiday, unless proof of sickness is provided to, or excusable absence is established by, the Police Chief.

**Section 2. Priority Holidays**

If an employee is scheduled to work, and works a “priority holiday” as listed below, the employee shall receive time and one-half pay, or comp time at the same rate of accumulation, at the employee’s choice, for any hours worked on the priority holiday.

Effective upon execution of this Agreement, the priority holidays are:

New Year’s Day

Thanksgiving

July 4th

Christmas Day

**Section 3. Priority Holiday Overtime**

Employees who are required to work overtime, or are called in with less than 24 hours notice, shall be compensated for such hours worked on a priority holiday at two times the regular rate.

**ARTICLE XIV - SALARIES**

**Section 1. Wage Schedule**

	Effective May 1, 2013	Effective May 1, 2014	Effective May 1, 2015
	2.00%	2.00%	2.00%
Start	\$47,837.31	\$48,794.05	\$49,769.93
After 1 Year	\$49,990.24	\$50,990.05	\$52,009.85
After 2 Years	\$52,240.56	\$53,285.38	\$54,351.08
After 3 Years	\$54,589.58	\$55,681.38	\$56,795.00
After 4 Years	\$57,047.66	\$58,188.61	\$59,352.39
After 5 Years	\$59,614.84	\$60,807.14	\$62,023.28
After 6 Years	\$62,296.27	\$63,542.19	\$64,813.03

The Village reserves the right to place any newly hired Communications Operator with relevant prior experience above starting pay, not to exceed the “After 2 Years” step, as determined by the Village. Such placement shall be for wages only, not for seniority purposes or any other accrued benefit. This shall not affect such individual’s probationary period, however.

**Section 2. Educational Stipend**

Effective May 1, 1995, any personnel with a Baccalaureate Degree will receive an annual stipend equal to one percent (1%) of their annual base pay, payable in the first paycheck issued in December.

**ARTICLE XV - INSURANCE**

**Section 1. Comprehensive Medical Program**

- a. The Village states its intention to remain a participant in the health insurance pool which covers the Village employees on the date of this agreement. The scope of coverage, including all covered conditions, loss limits, and other terms and conditions shall be established by the pool and its administrators.

Employees may elect single or family coverage in the health plan offered by the Village during the enrollment period established by the Village. Commencing May 1, 2012 the Village shall pay eighty-five percent (85%) of the premium for the applicable level of coverage selected by the employee, and the employee shall pay the remainder, the amount of which shall normally be deducted from the employee's earnings.

- b. The Village shall provide partial payment of health benefits for any employee who retires after thirty (30) or more years of employment for a three (3) year period following retirement as follows: The Village shall pay 50% of the employee's payment for the first year following retirement, 33-1/3% of the payment for the second year, and 25% of the payment for the third year. Following the third year this benefit shall cease. Upon eligibility for Medicare this benefit shall cease. This benefit shall apply to coverage (individual or family) held by employee at time of retirement.

### **Section 2. Dental Insurance Program**

The Village states its intention to remain a participant in the dental insurance pool which covers the Village employees on the date of this agreement. The scope of coverage, including all covered conditions, loss limits, and other terms and conditions shall be established by the pool and its administrators. Employees may elect single or family coverage in the dental plan offered by the Village during the enrollment period established by the Village. Effective May 1, 2011 and thereafter, the Village shall pay eighty-five percent (85%) of the premium for the employee's coverage, or eighty-five percent (85%) of the family premium for those employees who opt for dependent coverage, and the and the employee shall pay the remainder for dental coverage, the amount of which shall normally be deducted from employee earnings.

### **Section 3. Life Insurance**

The Village will provide term life insurance in the amount equal to one (1) year's salary for the employee for the duration of this Agreement. The Village retains the right to change carriers and/or to self-insure this benefit as long as the death benefit is maintained in the dollar amounts stated above.

### **Section 4. Cost Containment**

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and

mandatory outpatient elective surgery for certain designated surgical procedures.

**Section 5. Terms of Plans to Govern**

The extent of coverage under the insurance plans referred to in Sections 1 and 2 of this Article shall be governed by the terms and conditions set forth in such plan. Any questions concerning coverage shall be resolved in accordance with the terms and conditions establishing said plan and shall not be subject to the Grievance Procedure set forth in this Agreement; provided, however, any employee who has a question concerning coverage may present it to the Village Manager or his designee, and the Village Manager or his designee, in turn, shall make appropriate inquiry and advise the employee of the status of the matter.

**Section 6. Reopener - National Health Insurance**

In the event that the Federal Government shall institute a program of national health coverage which shall increase the Employer's cost of such coverage for bargaining unit employees, the Employer may require the re-opening of the affected parts of the contract, and the parties shall be required to negotiate in good faith over the effect of such change with the intent of having the bargaining unit employees receive the same, but not more economic benefits.

**Section 7. Retiree Health Savings Plan**

The Village shall establish the ICMA VantageCare Retiree Health Savings Plan ("RHS plan") for members of this bargaining unit. The plan will allow employees to accumulate defined assets to pay for specified medical expenses in retirement on a tax-free basis, subject to the terms of the plan document and applicable law. All eligible employees are required to participate in the RHS plan.

The employees of this bargaining unit agree that each new calendar year prior to January 1<sup>st</sup> they will each contribute three (3) days of their sick leave, which shall result a contribution equal to two (2) days pay into the RHS plan.

The contribution of days is not optional. If there is no sick time remaining on the books for an eligible employee, three (3) days will be taken in advance from the following year in January, thereby reducing the number of sick days available in the benefit period.

On a quarterly basis, the employee will be charged a fee, established by ICMA-RC, which will be assessed directly against the employee's account. RHS assets will be invested in the ICMA-RC's Vantagepoint Funds.

## **Article XVI - General Provisions**

### **Section 1. Medical Examinations**

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

### **Section 2. Drug & Alcohol Testing Policy**

The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing. The Village may require an employee to submit to two (2) random urine and/or blood tests during an employee's probationary period. The Village may also require an employee to submit to urine and/or blood tests if the employee is involved in a work related accident involving property damage (in excess of \$500) or personal injury which may require off-site medical attention.

The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test by gas chromatography/mass spectrometry (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the Village unless a confirmatory test result is also positive as to the same sample. The Village shall provide an employee with a copy of any test results which the Village received with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

The results of any positive tests for the first violation shall be made available to the Village for appropriate action.

The illegal use, sale or possession of controlled substances while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol (defined as .02% blood alcohol level or above), or the

consumption of alcohol while on duty, shall be cause for discipline, including termination.

### **Section 3. Outside Employment**

No employee shall engage in outside employment (which includes self-employment) unless the Police Chief, in accordance with applicable policies that may be in effect from time to time has approved outside employment. Except during an employee's vacation period, approved outside employment shall not exceed twenty (20) hours per week. Any change in the nature or extent of an employee's approved outside employment shall be subject to the Police Chief's prior approval. Under no circumstances will the members of the bargaining unit make use of the Employer's uniform, equipment, or other property, nor will they represent themselves as employees of the Village of Lincolnwood while engaging in outside employment.

### **Section 4. Access to Payroll Records**

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any bargaining unit employee whose pay is in dispute at reasonable times with the employee's consent.

### **Section 5. Indemnification**

The Village will indemnify bargaining unit employees in accordance with the provisions of applicable Illinois law. The Village hereby agrees that in the event any claim or action is instituted against an employee or former employee of the Village arising out of an act or omission occurring within the scope of his/her employment as such employee except where the injury results from willful misconduct of the employee, the Village shall appear and defend such employee against the claim or action and pay any judgment based on such claim or action, or pay any compromise or settlement of such claim or action.

### **Section 6. Uniforms and Allowance**

- a. The amount which each employee (other than in letter (b) below) is allotted under the Village's uniform and allowance shall be a total of \$450.00 per fiscal year for the purchase of uniforms, to be disbursed as described in paragraph (C), below.
- b. Newly hired communications operators shall receive a one time uniform CREDIT of \$700, and the employees will be permitted to purchase Village approved uniform items from a vendor approved by the Village. The Village will be billed for these items by the vendor.
- c. The disbursement of the allotment shall be as follows: Employees receiving \$450.00 per fiscal year shall receive one payment of \$225.00 with their first regular paycheck in NOVEMBER of each year;

employees will also be permitted to purchase Village approved uniform items from a vendor approved by the Village, up to \$225.00, and the Village will be billed for these items by the vendor. Unused amounts do not carryover from one fiscal year to the next.

**Section 7. Inoculation and Immunization**

The Village will agree to pay for the inoculation, immunization or testing, as appropriate, of an Employee, if the Employee is exposed to any of the following diseases in the course of the Employee’s assigned duties, should a Village-designated physician deem it necessary or prudent:

- Rabies
- Tuberculosis
- Tetanus
- HIV/Aids
- Hepatitis B
- Bacterial Meningococcal Meningitis

The Village will also agree to pay for the inoculation, immunization or testing, as appropriate, of any family member cohabiting with an Employee who has been exposed to any of the following diseases in the course of the Employee’s duties, should a Village designated physician determine that they have been exposed to the disease via contact with the Employee, and are at risk of contracting the disease:

- Hepatitis B
- HIV/Aids
- Tuberculosis
- Bacterial Meningococcal Meningitis

If any of the above inoculations, immunizations, or tests are covered under the health insurance plan provided by the Village to the Employee and/or the employee’s family, the Employee shall apply for insurance reimbursement for the cost of such inoculations, immunizations, or tests. However, any portion of such costs not covered by the health insurance plan will be paid by the Village.

**Section 8. File Inspection**

The employer will assure access and review of any and all personnel files of the affected employee consistent with the Illinois Personnel Records Review Act, 820 ILCS 40/1, et seq.

**Section 9. Tuition Reimbursement**

The Village recognizes the benefits of employees continuing their education.

Therefore, the Village has agreed to establish a tuition reimbursement program to encourage continued education.

Approval of any tuition reimbursement request is conditioned upon the availability of funds in the Police Department budget and the authorization of the Chief of Police. The minimum amount of funds which the Village shall appropriate for purposes of tuition reimbursement each fiscal year shall be sufficient to reimburse each employee who has applied for such reimbursement in the proper and timely manner as directed by the Chief of Police, and in the amount determined pursuant to the terms of this Section. However, the Village shall not be obligated to appropriate more funds than are necessary to reimburse two (2) employees to the maximum amount allowed by this Section. The Village may appropriate more funds for tuition reimbursement than this minimum, but the decision to do so shall rest in the sole and exclusive discretion of the Village.

Employees may be eligible for reimbursement of tuition expenses for courses taken from an educational institution (technical school, community college, college or university accredited by a recognized educational accreditation agency), in accordance with the following conditions.

- (1) Employees must have completed their probationary period.
- (2) Employees must seek to exhaust all other sources of assistance (veteran's benefits, scholarships, and grants), with the exception of student loans. Reimbursement by the Village will only be provided for the remaining balance and subject to the conditions of this Section.
- (3) Courses must be directly related to the job the employee is currently performing, no exceptions. Classes must not interfere with an employee's ability to perform his/her job.
- (4) Employees must obtain approval from the Chief of Police for each course, prior to enrollment, to qualify for reimbursement.
- (5) Evidence of satisfactory completion of the course is required as a condition of reimbursement, satisfactory completion being the receipt of a grade "C" or equivalent or better, or receiving a "pass" grade in a pass/fail course at the following levels of reimbursement:
  - A. For a grade of "B" or equivalent or better, or a "pass" grade in the case of a "pass/fail" course, the employee shall be eligible for 100% reimbursement of tuition.
  - B. For a grade "C" or equivalent, the employee shall be eligible for 70% reimbursement of tuition.

Grades below "C" or equivalent, or receipt of a "fail" grade in the case of a "pass/fail" course, shall render the employee ineligible for tuition reimbursement.

- (6) To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course.
- (7) The Village retains the authority to evaluate the cost of course work based on similar courses offered at a state college or university and not necessarily the cost of the course at a specific college or university an employee chooses to attend. Reimbursements are indexed to and may not exceed the prevailing tuition and credit hour rates for Northeastern Illinois University for basic undergraduate and graduate programs.
- (8) The Village will reimburse employees for books, but the employee shall be responsible for any and all fees or other incidental expenses.
- (9) The Village will not reimburse an employee for more than six (6) credit hours per semester; exceptions may be granted by the Chief of Police based on special circumstances.
- (10) Requests to be considered for tuition reimbursement should be made in writing to the Chief of Police. It is recommended that requests for tuition reimbursement be submitted by February 15<sup>th</sup> to allow for planning and budgeting in the next fiscal year (starting in the month of May). No carry over payments into the next fiscal year will be allowed.
- (11) Employees should contact the Village Manager's Office for more information or questions about educational assistance.
- (12) While educational assistance is expected to enhance employees performance and professional abilities, the Village of Lincolnwood cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases, unless otherwise mandated by a specific provision of this Agreement.
- (13) If an employee voluntarily leaves the Village within two (2) years of the reimbursement the employee must pay back the Village for the reimbursement.

#### **Section 10. Killed in the Line of Duty**

The Employer agrees to defray all reasonable funeral and burial expenses of any communication officer of the Police Department killed in the line of duty, not to exceed \$15,000.

#### **Section 11. Bilingual Stipend**

On or about May 1<sup>st</sup> of each new Village fiscal year, commencing in May, 2005, each bargaining unit employee who the Village determines is proficient in any or all of the following foreign languages will be given a lump sum bonus in the gross amount of \$120, which said amount shall not be added to base pay: Spanish, Russian, Polish, Arabic, Mandarin, American Sign Language (for the deaf) and any other foreign languages approved by the Village. In no event shall any employee be eligible to receive more than one bilingual stipend, regardless of the number of foreign languages in which they may be proficient, *e.g.*, if an employee is deemed proficient in Spanish and Russian, such employee will receive a total of \$120 each May 1<sup>st</sup>.

Any employee who seeks a bilingual stipend under this Section shall submit a request to the Village. In order to be eligible for a bilingual stipend, the Village may require the employee to take and pass a foreign language proficiency test, administered by an outside vendor selected by the Village. No employee will be entitled to compensation for time spent taking the test (unless it is taken during the employee's regular working hours), or preparing for same. The employee shall pay a \$25 fee for each such test, but this fee shall be waived if the employee passes the proficiency test.

## **ARTICLE XVII- DISCIPLINE**

### **Section 1. Employee Discipline**

The Employer shall not discipline or discharge any post-probationary employee without just cause. The Employer further agrees that disciplinary action shall be in a timely fashion.

### **Section 2. Progressive and Corrective Discipline**

The Employer and the Union agree with the tenets of progressive and corrective discipline. This agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct unless new facts or circumstances become known, within a reasonable period of time.

### **Section 3. Requirement for Complaint**

Employees may be required to write a report to the Department on complaints against them by persons in or outside the Police Department, upon being advised by the Chief or his Designee of the nature of the complaint. Before the employee is subjected to any formal discipline based upon such complaint, the employee shall be advised of the identity of the complainant. Nothing in this Section shall modify the parties' rights and obligations under the provisions of Article VI, Grievance and Arbitration.

#### **Section 4. Predisciplinary Meeting**

Before an employee is discharged or suspended for more than five (5) days, the Employer shall provide such employee with:

- (a) Notice of the charges giving rise to the contemplated action;
- (b) An explanation of the evidence giving rise to the charges; and
- (c) An opportunity to be heard on and/or to respond to such charges.

In the event that the employee chooses to be heard on pending charges, he shall be permitted to have a Union representative present, provided that such representative is available within twenty-four (24) hours of the employee's receipt of notice of the charges, regardless of whether such notice is by means of oral, telephonic or written communication.

#### **Section 5. Union Representation**

An employee shall have the right to Union representation at any investigatory interview if the employee requests such representation and if the employee has reasonable grounds to believe that the interview may lead to disciplinary action.

### **ARTICLE XVIII - LABOR MANAGEMENT MEETINGS**

#### **Section 1. Labor-Management Meetings**

The Union and the Employer mutually agree that, in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible representatives of the Employer from time to time, but not more frequently than monthly, unless mutually agreed otherwise. Such meetings may be requested at least seven (7) days in advance, or less if necessary, by either party by placing in writing a request to the other for a "labor/management meeting" and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the employer which may affect employees, and/or;
- (d) Job-related safety issues and procedures.

Any report or recommendation which may be prepared by the Union or designee(s) of the Chief of Police as a direct result of these meetings will be in writing, and copies thereof shall be submitted to the Chief of Police and the representative of the Union.

**Section 2. Meetings Exclusive of Grievance Process**

It is expressly understood and agreed that labor-management meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at labor-management meetings, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**Section 3. Absence from Work**

Not more than one (1) bargaining unit employee shall be permitted to be absent from work, with pay, to attend "labor-management" meetings. Additional Union members may be in attendance, provided such employees are not required to be relieved from duty to attend such meetings. Travel expenses associated with any "labor-management" meetings shall be the responsibility of the employees.

**ARTICLE XIX - SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**ARTICLE XX — WAIVER**

**Section 1**

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

**Section 2**

The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and

negotiate regarding any and all terms and conditions of employment referred to or covered in Agreement or with respect to any term or condition or employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

#### **ARTICLE XXI - PERSONNEL POLICIES**

The Village retains its management right and responsibility to maintain reasonable personnel practices, rules and regulations, whether by policy, ordinance or otherwise, and to institute, implement and amend such policies. All such policies currently in existence, or hereafter implemented or amended from time to time, shall not be vitiated by this Agreement, except where a specific express provision of this Agreement covers the same subject matter and conflicts with such Village policy. In the event that this Agreement should directly conflict with any Village personnel policy, from whatever source, this Agreement shall supersede and shall be effective with regard to the employees covered herein for the term of this Agreement.

**ARTICLE XXII DURATION AND TERM OF AGREEMENT**

This Agreement shall be effective upon execution and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 45 days prior to the anniversary date.

Village of Lincolnwood

FOP      Labor      Council  
Representative

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix A**

Illinois Fraternal Order of Police

Labor Council

974 Clock Tower Drive

Springfield, IL 62704

I, \_\_\_\_\_, hereby authorize my employer, the Village of Lincolnwood, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Please remit all dues deductions to:

ILLINOIS FRATERNAL ORDER OF POLICE

LABOR COUNCIL

974 CLOCK TOWER DRIVE

SPRINGFIELD, IL 62704

**Appendix “B” GRIEVANCE FORM**

**GRIEVANCE**  
(Use additional sheets as necessary)

LINCOLNWOOD POLICE DEPARTMENT DATE FILED

GRIEVANT'S NAME

LODGE NUMBER  
 YEAR  
 GRIEVANCE NUMBER

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Arise to Grievance:

Article(s) and Section(s) of Contract Violated:

**The Facts Briefly Stated Are:**

**Remedy Sought:** Make the grievant, Officer

Given To \_\_\_\_\_ Date/Time \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Given To \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person To Whom Response Given

\_\_\_\_\_  
Date

**STEP THREE**

Reasons for Advancing Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given To \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grivant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person To Whom Response Given

\_\_\_\_\_  
Date

LODGE NUMBER  
YEAR  
GRIEVANCE NUMBER

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Given To \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grivant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person To Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION BY ILLINOIS LABOR COUNCIL**

\_\_\_\_\_  
Person To Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative

**GRIEVANCE**  
(NARRATIVE CONTINUATION FROM PAGE 1)

LODGE NUMBER

YEAR

GRIEVANCE NUMBER

# Request For Board Action

**REFERRED TO BOARD:** May 21, 2013

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Parks and Recreation

**SUBJECT:** Approval of a Recommendation by the Park and Recreation Board to Adopt an Ordinance Waiving Enforcement of Section 10-2-36(A) of the Village Code for the Sale of Alcoholic Beverages at the Community Center on Saturday, July 13 and Sunday, July 14, 2013 for the Lincolnwood Craft and Imported Beer Fest

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Beverage Retailers Alliance of Illinois, a not-for-profit organization, would like to host the Lincolnwood Craft and Imported Beer Fest at the Community Center. The event would be held on Saturday and Sunday, July 13 and 14, from 1-5 pm each day, and will be marketed as an adults-only event. Participants will have the opportunity, for an entrance fee of \$30, to taste beers from all over the world. Lincolnwood Wine & Spirits and Louis Glunz Beer, Incorporated, are partners in this event. A portion of the proceeds will go to benefit NOFAS, the National Organization of Fetal Alcohol Syndrome, a non-profit organization committed solely to fetal alcohol syndrome disorder prevention, support, and advocacy.

Chapter 10, Article 2, Section 36(A) of the Village Code states that no alcoholic beverage shall at any time be sold or distributed for any tangible consideration in or about the Community Center. Approval of this Ordinance will waive the enforcement of this portion of the Village Code. The organizers of this event will be required to obtain local and State liquor licenses, appropriate insurance and adhere to Chapter 10, Article 2, Section 35 of the Village Code regarding Product Sampling.

**FINANCIAL IMPACT:**

Approximately \$1,800 will be charged for the rental of the Community Center for this event.

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Draft minutes of the May 14, 2013 Parks and Recreation Board Meeting
3. Letter of application from Robbin Frey of the Beverage Retailers Alliance of Illinois

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance waiving the enforcement of Chapter 10, Article 2, Section 36 (A) of the Village Code allowing for the sale of alcohol at the Community Center on July 13 and 14, 2013 for the Lincolnwood Craft and Imported Beer Fest.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2013-\_\_\_\_**

**AN ORDINANCE WAIVING ENFORCEMENT OF SECTION 10-2-36(A)  
OF THE MUNICIPAL CODE OF LINCOLNWOOD FOR THE SALE OF BEER AT  
THE LINCOLNWOOD CRAFT AND IMPORTED BEER FEST**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 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 WAIVING ENFORCEMENT OF SECTION 10-2-36(A)  
OF THE MUNICIPAL CODE OF LINCOLNWOOD FOR THE SALE OF BEER AT  
THE LINCOLNWOOD CRAFT AND IMPORTED BEER FEST**

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 Beverage Retailers Alliance of Illinois ("*Alliance*") is a not-for-profit organization organized under the laws of the State of Illinois; and

WHEREAS, the Alliance desires to host the Lincolnwood Craft and Imported Beer Fest ("*Fest*") on July 13 and 14, 2013, in the Lincolnwood Community Center located at 6900 North Lincoln Avenue in the Village ("*Community Center*"); and

WHEREAS, the Alliance desires to sell beer at the Fest; and

WHEREAS, Section 10-2-36(A) of the Municipal Code of Lincolnwood ("*Village Code*") prohibits the sale or distribution of alcoholic beverages for tangible consideration at the Community Center; and

WHEREAS, the Alliance filed a request with the Village Board, seeking a waiver of enforcement of Section 10-2-36(A) of the Village Code to permit the sale of beer at the Fest ("*Requested Waiver*"); and

WHEREAS, the President and Board of Trustees have considered the request of the Alliance and have determined that it will grant the Requested Waiver, but only in accordance with the provisions of this Ordinance, and specifically subject to the conditions set forth in this Ordinance;

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. WAIVER. In accordance with the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village President and Board of Trustees shall, and do hereby, waive the enforcement of Section 10-2-36(A) of the Village Code to the extent necessary to permit the sale of beer at the Fest.

SECTION 3. CONDITIONS. Notwithstanding any right that may be applicable or available pursuant to the provisions of the Village Code or any other rights the Alliance may have, the waiver granted in Section Two of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the operation of the Fest in compliance with each and all of the following conditions:

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the operation of the Fest shall comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
  
- B. Dispensation, Sale, and Consumption of Alcoholic Beverages.
  - 1. Compliance with Liquor Ordinance. No alcoholic beverage shall be dispensed, served or consumed at the Fest except in strict compliance with Article 2 of Chapter 11 of the Village Code. Specifically, and without limitation of the foregoing:
    - a. Liquor Licenses. No alcoholic beverage shall be dispensed, served or consumed at the Fest prior to the issuance to the Alliance of all state and Village liquor licenses necessary therefor.
    - b. Community Center Permit. No alcoholic beverage shall be dispensed, served or consumed at the Fest prior to the issuance to the Alliance of a permit therefor, in accordance with Sections 10-2-36(B) and 10-2-36(C) of the Village Code.
    - c. Insurance. The Alliance shall procure all insurance policies required pursuant to Sections 10-2-9 and 10-2-36(B)(3) of the Village Code.
    - d. Product Sampling. No beer shall be dispensed at the Fest in violation of the product sampling regulations set forth in Section 10-2-35 of the Village Code.
  - 2. Sales of Beer Only. Other than beer, no wine, spirits, or other alcoholic beverage shall be dispensed, sold, or consumed at the Fest.
  - 3. Responsible Alcohol Service Training. Prior to the commencement of the Fest, the manager of the Fest, and all persons who will sell, mix, prepare, serve, or deliver alcoholic beverages at the Fest, shall complete the Beverage Alcohol Sellers and Servers Education and Training (BASSET) program, or a similar responsible alcohol service training program.
  - 4. Off-Premises Consumption Prohibited. No alcoholic beverage dispensed or served at the Fest shall be consumed off of the Community Center premises.

- C. Sale of Food and Beverages. No food or nonalcoholic beverages shall be sold at the Fest, except upon: (1) proper inspection by the Cook County Department of Health; and (2) the issuance of all Village permits required therefor.
- D. Raffles. No raffle shall be conducted at the Fest except: (1) in accordance with the Illinois Raffles Act, 230 ILCS 15/1 *et seq.* and Article 14 of Chapter 9 of the Village Code; and (2) upon issuance of a license therefor pursuant to Article 14 of Chapter 9 of the Village Code.

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.

- A. This Ordinance shall be effective only upon the occurrence of all of the following events:
  - 1. Passage by the Village President and Board of Trustees in the manner required by law;
  - 2. Publication in pamphlet form in the manner required by law; and
  - 3. The filing by the Alliance with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit A** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event the Alliance does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 5.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[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

#23111925\_v1

**EXHIBIT A**

**UNCONDITIONAL AGREEMENT AND CONSENT**

TO: The Village of Lincolnwood, Illinois ("**Village**"):

WHEREAS, Ordinance No. 2013-\_\_\_\_\_, adopted by the Village President and Board of Trustees on \_\_\_\_\_, 2013 ("**Ordinance**"), grants a waiver of enforcement from Section 10-2-36(A) of "The Municipal Code of Lincolnwood," as amended, to permit the sale of beer by The Beverage Retailers Alliance of Illinois ("**Alliance**") at the Fest on July 13 and 14, 2013, at the Lincolnwood Community Center; and

WHEREAS, Section 5 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Alliance shall have filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

**NOW, THEREFORE**, the Alliance does hereby agree and covenant as follows:

1. The Alliance shall, and does hereby unconditionally agree to, accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Alliance acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's authorization of the operation of the Fest or its adoption of the Ordinance, and that the Village's approvals do not, and shall not, in any way, be deemed to insure the Alliance against damage or injury of any kind and at any time.

3. The Alliance shall, and does hereby agree to, hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance authorizing the operation of the Fest.

Dated: \_\_\_\_\_, 2013.

ATTEST:

**THE BEVERAGE RETAILERS ALLIANCE  
OF ILLINOIS**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_



## Lincolnwood Park and Recreation Board Meeting

Lincolnwood Village Hall – Council Chambers

May 14, 2013

DRAFT MINUTES

### CALL TO ORDER

The meeting was called to order at 7:00 P.M.

### PRESENT AT MEETING

Park Board Members: Demerise Gratch, Gail Ito, Sarah Hardin, Art Lovering

Parks and Recreation Department Staff: Jan Hincapie, Jan Springer, Andrew Thurman, Katie Smith

Village Board Liaison: Trustee Craig Klatzko

Audience: Beryl Herman, Barbara Faermark, Jerry Rosen, Robbin Frey

### APPROVAL OF MINUTES

On motion Hardin/Lovering to approve the meeting minutes of the March 12, 2013 meeting with addition of Art Lovering in attendance. 4-0, motion passed.

### AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

- A. Letter from LiPoni Foundation Re: Auction Donation
- B. Letter from Northside College Prep High School Re: Auction Donation

### OLD BUSINESS

- A. Approval to Adopt an Ordinance, Waiving Section 6-3-2(B) of the Village Code that Governs Park Hours, Extending the Closing Hours of Proesel Park From 11:00 to 11:30 pm on the Friday, August 2 and Saturday, August 3, and Waiving the Enforcement of Section 9-1-3 of the Village Code that Requires the Issuance of Business Licenses for all Individuals, Firms, or Corporations Conducting Business in the Village, for the 2013 Lincolnwood Fest

**Faermark** - The business expo is being changed from Saturday to Sunday in hopes of bringing more people in. The car show and wrestling are taking place Sunday so we hope there will be a larger crowd for vendors. There will be no driving in the park. Spaces will be blocked off on Morse. Vendors will be shuttled via golf carts to the tent for the expo. Kiddie area is being expanded in hopes of increasing profits.

**Lovering** – You mean you'll be extending the smaller kids' rides?

**Faermark** – Yes, we think it's nice for the little kids to not be around the big, scary rides.

**Lovering** – Are the Fest hours being extended to 11:30pm?

**Hincapie** – No, the extension is to give the police time to clear the park.

**Faermark** – Closing hours are 10pm on Thursday and 11pm on Friday and Saturday, 9pm on Sunday.

On motion, Lovering/Ito to Recommend the Approval of an Ordinance, Waiving the Enforcement of Section 6-3-2 (B) of the Village Code that Governs Park Hours, Extending the Closing Time of Proesel Park from 11:00 to 11:30 pm on Friday, August 2 and Saturday, August 3, and Waiving the Enforcement of Section 9-1-3 of the Village Code that Requires the Issuance of Business Licenses for all Individuals, Firms or Corporations Conducting Business in the Village, for the 2013 Lincolnwood Fest. 4-0, motion passed.

### NEW BUSINESS

- A. Approval to Adopt an Ordinance Waiving the Enforcement of Section 10-2-36(A) of the Village Code for the Sale of Alcoholic Beverages at the Community Center on Saturday and Sunday, July 13 and 14, 2013 for the Lincolnwood Craft and Imported Beer Fest

**Hincapie** – The event is scheduled for July 13 and 14. The Village Code prohibits the sale of alcohol. This is similar to action taken for the Passport to the World event.

**Rosen** – Cost is \$25 per day in advance; \$30 per day at the door. Sample sizes will be limited to 2 oz. each, which is a state mandate.

**Hincapie** – We are not sponsoring the event. They are paying \$1,800 to rent the facility. Robbin Frey is a resident of Lincolnwood and is renting the facility at the resident rate.

**Hardin** – So the proceeds go to the group not us?

**Hincapie** – A portion of the proceeds from this event will be donated to the National Organization for Fetal Alcohol Syndrome and Related Disorders (NOFAS). Thi

On motion, Hardin/Ito to Recommend the Approval an Ordinance Waiving the Enforcement of Section 10-2-36(A) of the Village Code for the Sale of Alcoholic Beverages at the Community Center on Saturday and Sunday, July 13 and 14, 2013 for the Lincolnwood Craft and Imported Beer Fest. 4-0, motion passed.

**B. Discussion Regarding Annual Report of the Commission**

**Hincapie** – Each board/commission reports to the Village board. We last did this in 2010 as part of the Committee of the Whole. Options for the upcoming report are June, July or August (third Tuesday). Items to note include: Park Naming, Sponsorship Policy, Brick Fundraiser, Lighting of Field #2, Formation of Multicultural Task Force, Partnership with HIAS, Centennial Celebration, Renovation of Centennial Park, Skate Spot, Playground Improvements, Promenade Naming Contest, Remodeling of Community Center, New Drains at Pool, Installation of Pool Lifts, Development of Master Plan, Updated Strategic Plan, Logistics of Bike Paths

**Ito** – Should highlight the pool and camps making a profit. Greatest team accomplishment is the Centennial Park renovation. Family Fun Fest was a great illustration of this.

**Lovering** – It was great to see Mayor Turry out as well as the Village Manager. They were able to see the value of the renovations and hopefully support future recommendations.

**Gratch** – Think about this and send Jan Hincapie additional items via email.

**Hincapie** – I will come back with a PowerPoint and draft report at the June meeting. Will try for the June 18 meeting with July 16 as our second choice.

**Ito** – Should also highlight grants we've received.

**CHAIRPERSON'S REPORT**

Thought Family Fun Fest was a really fun day. There were a lot of people out enjoying the park. The layout was very walkable, so you could see and participate in everything.

**Lovering** – It was a well-run event.

**Hincapie** – Genelle Iocca and her committee did a great job. A great deal of effort was placed on promoting the event.

**COMMISSIONERS' REPORT**

**Lovering** – I see the Department is getting a summer intern.

**Hincapie** – Yes, Philip Murphy starts tomorrow at 1pm and will be here all summer.

**Lovering** – People are asking when the bike paths will be completed.

**Hincapie** – It really depends on how long it takes for the purchase. I would estimate October of 2014.

**Lovering** – I've also heard talks of Chicago building an overpass at Devon.

**Hincapie** – There's a lot of ideas out there. Things are moving forward for the overpass at Touhy. Have been noticing how nice some are done in WI.

**DIRECTOR'S REPORT**

Staff is doing a great job preparing for summer. The office is busy with summer staff candidates coming in for interviews, employment paperwork, etc. Katie hires 60-70 camp staff with Andy hiring 80-100 for the pool. Park Patrol is back on the streets. Have had concerns at Central Park so they are monitoring it. Saturday was the perfect kick-off to the summer season at Family Fun Fest.

**STAFF REPORTS**

**A. SUPERINTENDENT OF RECREATION – JAN SPRINGER**

Will continue to provide seasonal program reports. If you'd like to see more information or a different layout, please let me know.

**B. SUPERINTENDENT OF PARKS AND FACILITIES – ANDY THURMAN**

Installing a porta-potty enclosure at Centennial Park off of the northeast corner of the parking lot. Swim lessons are starting to fill for both group and private.

**Lovering** – The non-resident pool passes sold out in 32 seconds?

**Thurman** – The majority did. It took a total of one hour to sell all. Families will have multiple computers up and running, temporarily holding passes that then get re-released.

**C. COMMUNITY CENTER PROGRAM SUPERVISOR, KATIE SMITH**

ACA visit is scheduled for Monday, July 29 which is week #7 of camp.

**D. COMMUNITY OUTREACH COORDINATOR, GENELLE IOCCA**

As noted in report.

**E. YOUTH PROGRAMS COORDINATOR, MELANIE UNTERFRANZ**

As noted in report.

**ADJOURNMENT**

On motion, Ito/Hardin to adjourn the meeting at 7:52 P.M.

Park Board Minutes prepared by: Jan Springer, Superintendent of Recreation



## Officers

### *President*

**DANNY PASSAGLIA**  
DiCarlo's Armanetti  
@ Grand & Western

May 3, 2013

### *Sec'y-Treasurer*

**JERRY ROSEN**  
Extra Value Liquors  
Buy Low Liquors

Regarding: Lincolnwood Craft and Imported Beer Fest

## Directors

**FRANK CARAVETTE**  
Armanetti &  
Affiliated Companies

Dear Ms. Hincapie,

We at BRAI are very excited about this upcoming event. The Craft and Imported Beer Fest will give participants a fun opportunity to taste beers from all over the world. We are partnering with Lincolnwood Wines & Spirits and Louis Glunz Beer Inc.

**BRIAN CHAPEL**  
Everett's Liquors

BRAI's role is as a planner and facilitator. We organize everything as well as handle set up and break down. The license will be applied for and held by Lincolnwood Wines & Spirits. They have the DRAM shop insurance as well as the liability insurance needed for the event.

**GEORGE RANDALL**  
Randall Liquors

The tasting will be held on July 13 and 14<sup>th</sup> of 2013 and will run from 1 to 5 daily. During the four hour event, beer will be available for tasting. The participants will be given 5 ounce cups and the portion to taste will be approximately 2 ounces. Glunz Beer, as well as their brewery partners, will be providing the beer.

**BUD SCHWARZBACH**  
Wine Discount Centers  
PEL, INC.

As this is our first year hosting the tasting, we can not be certain of the attendance. We are hopeful that we will have 200 people per day and that people will love the event and Lincolnwood! Please let me know if you have any other questions.

**MITCHELL SKLARE**  
Miska's Liquors  
Ideal Promotions

**ATUL SUVAGIA**  
Villa Liquors  
Extra Value &  
Lincolnwood  
Wines & Spirits

Kindest Regards,

**SCOTT TOMCZYK**  
Danny's Liquors

Robbin Frey

## Executive Director

**JERRY ROSEN**  
Legislative Liaison

**ROBBIN FREY**  
Deputy Director

**LAURA ROSEN**  
Office Manager/  
Administrative Assistant

# Request For Board Action

**REFERRED TO BOARD:** May 21, 2013

**AGENDA ITEM NO:** 4

**ORIGINATING DEPARTMENT:** Parks and Recreation

**SUBJECT:** Approval of a Recommendation by the Park and Recreation Board to Adopt an Ordinance Waiving Section 6-3-2(B) of the Village Code that Governs Park Hours, Extending the Closing Hours of Proesel Park From 11:00 to 11:30 pm on Friday, August 2 and Saturday, August 3, and Waiving the Enforcement of Section 9-1-3 of the Village Code that Requires the Issuance of Business Licenses for all Individuals, Firms, or Corporations Conducting Business in the Village, for the 2013 Lincolnwood Fest

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Friends of the Community Center Committee will once again plan and implement Lincolnwood Fest, a four day festival in Proesel Park. The event will be held August 1-4, 2013. Music, food, a beer/wine tent, a car show, pancake breakfast, business exposition and a carnival will be featured as part of the weekend's activities.

Hours for the event are as follows:

Thursday - 5:00-10:00 pm  
Friday - 5:00-11:00 pm  
Saturday - Noon-11:00 pm  
Sunday - 10:00 am - 9:00 pm (Was 10:00 pm in prior years)

Per Chapter 6, Article 3, Section 2(B) of the Village Code; No person shall be in or remain in Henry A. Proesel Park between the hours of 11:00 pm and 6:00 am on the following day, each and every day of the year. Last year the Police Department asked to extend closing hours for the park to 11:30 pm on Friday and Saturday. Fest activities will cease at regular closing time. The extension of park hours will keep the park illuminated allowing for safe passage out of the park for visitors at the end of the night.

Per Chapter 9, Article 1, Section 3 of the Village Code; It is unlawful for any individual, firm or corporation to operate or conduct a business based within the Village without first having obtained a business license. Approval of this Ordinance will waive the business license fees for food and product vendors for the four-day festival.

**FINANCIAL IMPACT:**

The revenue produced by the sale of business licenses for Lincolnwood Fest would be approximately \$250.

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Draft Minutes of the May 14, 2013 Park and Recreation Board Meeting
3. Letter from Barb Faermark of Friends of the Community Center

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance, waiving the enforcement of section 6-3-2(B) of the Village Code, extending the closing hours of Proesel Park From 11:00 to 11:30 pm on Friday, August 2 and Saturday, August 3, and waiving the enforcement of section 9-1-3 of the Village Code that requires the issuance of business licenses for all vendors associated with the 2013 Lincolnwood Fest.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2013-\_\_\_\_**

**AN ORDINANCE WAIVING BUSINESS LICENSE FEE REQUIREMENTS  
AND THE ENFORCEMENT OF SECTION 6-3-2(B)  
OF THE MUNICIPAL CODE OF LINCOLNWOOD  
FOR LINCOLNWOOD FEST 2013**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_\_ DAY OF MAY, 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 WAIVING BUSINESS LICENSE FEE REQUIREMENTS  
AND THE ENFORCEMENT OF SECTION 6-3-2(B)  
OF THE MUNICIPAL CODE OF LINCOLNWOOD  
FOR LINCOLNWOOD FEST 2013**

WHEREAS, the Village of Lincolnwood 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, Lincolnwood Friends of the Community Center ("**LFCC**") is a not-for-profit organization organized to raise funds for the Lincolnwood Community Center; and

WHEREAS, the LFCC desires to host a carnival, festival and fair in Proesel Park ("**Park**") in the Village from August 1 through August 4, 2013, to be known as "**Lincolnwood Fest 2013**"; and

WHEREAS, Lincolnwood Fest 2013 will include, without limitation, the sale of food, wares, and merchandise by various merchants; and

WHEREAS, pursuant to Article 1 of Chapter 9 of the Village Code, any entity that conducts a business, occupation, activity or establishment within the Village must obtain a business license from the Village and pay the required fee therefor; and

WHEREAS, Lincolnwood Fest 2013 is scheduled to end on Friday, August 2 and Saturday, August 3, 2013 at 11:00 p.m.; and

WHEREAS, pursuant to Section 6-3-2(B) of the Municipal Code of Lincolnwood, as amended ("**Village Code**"), no person shall be or remain in the Park between the hours of 11:00 p.m. and 6:00 a.m. on the following day, each and every day of the year; and

WHEREAS, the Village desires to extend the closing of the Park until 11:30 p.m. on August 2 and August 3, 2013, to afford visitors to Lincolnwood Fest 2013 an additional half-hour to exit the Park; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to waive the enforcement of: (i) the business license fee requirements set forth in Article 1 of Chapter 9 of the Village Code with respect to the merchants that will sell food, wares, or merchandise at Lincolnwood Fest 2013; and (ii) Section 6-3-2(B) of the Village Code to allow visitors to Lincolnwood Fest 2013 to remain in the Park until 11:30 p.m. on August 3 and August 4, 2013;

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. WAIVER. The President and Board of Trustees shall, and do hereby, waive the enforcement of: (A) the business license fee requirements set forth in Article 1 of Chapter 9 of the Village Code with respect to the merchants that will sell food, wares, or merchandise at Lincolnwood Fest 2013; and (B) Section 6-3-2(B) of the Village Code to allow visitors to the Fest to remain in the Park until 11:30 p.m. on August 2 and August 3, 2013.

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 May, 2013.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of May, 2013.

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

ATTESTED and FILED in my office the  
\_\_\_\_\_ day of May, 2013.

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



## Lincolnwood Park and Recreation Board Meeting

Lincolnwood Village Hall – Council Chambers

May 14, 2013

DRAFT MINUTES

### CALL TO ORDER

The meeting was called to order at 7:00 P.M.

### PRESENT AT MEETING

Park Board Members: Demerise Gratch, Gail Ito, Sarah Hardin, Art Lovering

Parks and Recreation Department Staff: Jan Hincapie, Jan Springer, Andrew Thurman, Katie Smith

Village Board Liaison: Trustee Craig Klatzko

Audience: Beryl Herman, Barbara Faermark, Jerry Rosen, Robbin Frey

### APPROVAL OF MINUTES

On motion Hardin/Lovering to approve the meeting minutes of the March 12, 2013 meeting with addition of Art Lovering in attendance. 4-0, motion passed.

### AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

- A. Letter from LiPoni Foundation Re: Auction Donation
- B. Letter from Northside College Prep High School Re: Auction Donation

### OLD BUSINESS

- A. **Approval to Adopt an Ordinance**, Waiving Section 6-3-2(B) of the Village Code that Governs Park Hours, Extending the Closing Hours of Proesel Park From 11:00 to 11:30 pm on the Friday, August 2 and Saturday, August 3, and Waiving the Enforcement of Section 9-1-3 of the Village Code that Requires the Issuance of Business Licenses for all Individuals, Firms, or Corporations Conducting Business in the Village, for the 2013 Lincolnwood Fest  
**Faermark** - The business expo is being changed from Saturday to Sunday in hopes of bringing more people in. The car show and wrestling are taking place Sunday so we hope there will be a larger crowd for vendors. There will be no driving in the park. Spaces will be blocked off on Morse. Vendors will be shuttled via golf carts to the tent for the expo. Kiddie area is being expanded in hopes of increasing profits.  
**Lovering** – You mean you'll be extending the smaller kids' rides?  
**Faermark** – Yes, we think it's nice for the little kids to not be around the big, scary rides.  
**Lovering** – Are the Fest hours being extended to 11:30pm?  
**Hincapie** – No, the extension is to give the police time to clear the park.  
**Faermark** – Closing hours are 10pm on Thursday and 11pm on Friday and Saturday, 9pm on Sunday.

On motion, Lovering/Ito to Recommend the Approval of an Ordinance, Waiving the Enforcement of Section 6-3-2 (B) of the Village Code that Governs Park Hours, Extending the Closing Time of Proesel Park from 11:00 to 11:30 pm on Friday, August 2 and Saturday, August 3, and Waiving the Enforcement of Section 9-1-3 of the Village Code that Requires the Issuance of Business Licenses for all Individuals, Firms or Corporations Conducting Business in the Village, for the 2013 Lincolnwood Fest. 4-0, motion passed.

### NEW BUSINESS

- A. Approval to Adopt an Ordinance Waiving the Enforcement of Section 10-2-36(A) of the Village Code for the Sale of Alcoholic Beverages at the Community Center on Saturday and Sunday, July 13 and 14, 2013 for the Lincolnwood Craft and Imported Beer Fest  
**Hincapie** – The event is scheduled for July 13 and 14. The Village Code prohibits the sale of alcohol. This is similar to action taken for the Passport to the World event.  
**Rosen** – Cost is \$25 per day in advance; \$30 per day at the door. Sample sizes will be limited to 2 oz. each, which is a state mandate.  
**Hincapie** – We are not sponsoring the event. They are paying \$1,800 to rent the facility. Robbin Frey is a resident of Lincolnwood and is renting the facility at the resident rate.  
**Hardin** – So the proceeds go to the group not us?  
**Hincapie** – A portion of the proceeds from this event will be donated to the National Organization for Fetal Alcohol Syndrome and Related Disorders (NOFAS). Thi

On motion, Hardin/Ito to Recommend the Approval an Ordinance Waiving the Enforcement of Section 10-2-36(A) of the Village Code for the Sale of Alcoholic Beverages at the Community Center on Saturday and Sunday, July 13 and 14, 2013 for the Lincolnwood Craft and Imported Beer Fest. 4-0, motion passed.

**B. Discussion Regarding Annual Report of the Commission**

**Hincapie** – Each board/commission reports to the Village board. We last did this in 2010 as part of the Committee of the Whole. Options for the upcoming report are June, July or August (third Tuesday). Items to note include: Park Naming, Sponsorship Policy, Brick Fundraiser, Lighting of Field #2, Formation of Multicultural Task Force, Partnership with HIAS, Centennial Celebration, Renovation of Centennial Park, Skate Spot, Playground Improvements, Promenade Naming Contest, Remodeling of Community Center, New Drains at Pool, Installation of Pool Lifts, Development of Master Plan, Updated Strategic Plan, Logistics of Bike Paths

**Ito** – Should highlight the pool and camps making a profit. Greatest team accomplishment is the Centennial Park renovation. Family Fun Fest was a great illustration of this.

**Lovering** – It was great to see Mayor Turry out as well as the Village Manager. They were able to see the value of the renovations and hopefully support future recommendations.

**Gratch** – Think about this and send Jan Hincapie additional items via email.

**Hincapie** – I will come back with a PowerPoint and draft report at the June meeting. Will try for the June 18 meeting with July 16 as our second choice.

**Ito** – Should also highlight grants we've received.

**CHAIRPERSON'S REPORT**

Thought Family Fun Fest was a really fun day. There were a lot of people out enjoying the park. The layout was very walkable, so you could see and participate in everything.

**Lovering** – It was a well-run event.

**Hincapie** – Genelle Iocca and her committee did a great job. A great deal of effort was placed on promoting the event.

**COMMISSIONERS' REPORT**

**Lovering** – I see the Department is getting a summer intern.

**Hincapie** – Yes, Philip Murphy starts tomorrow at 1pm and will be here all summer.

**Lovering** – People are asking when the bike paths will be completed.

**Hincapie** – It really depends on how long it takes for the purchase. I would estimate October of 2014.

**Lovering** – I've also heard talks of Chicago building an overpass at Devon.

**Hincapie** – There's a lot of ideas out there. Things are moving forward for the overpass at Touhy. Have been noticing how nice some are done in WI.

**DIRECTOR'S REPORT**

Staff is doing a great job preparing for summer. The office is busy with summer staff candidates coming in for interviews, employment paperwork, etc. Katie hires 60-70 camp staff with Andy hiring 80-100 for the pool. Park Patrol is back on the streets. Have had concerns at Central Park so they are monitoring it. Saturday was the perfect kick-off to the summer season at Family Fun Fest.

**STAFF REPORTS**

**A. SUPERINTENDENT OF RECREATION – JAN SPRINGER**

Will continue to provide seasonal program reports. If you'd like to see more information or a different layout, please let me know.

**B. SUPERINTENDENT OF PARKS AND FACILITIES – ANDY THURMAN**

Installing a porta-potty enclosure at Centennial Park off of the northeast corner of the parking lot. Swim lessons are starting to fill for both group and private.

**Lovering** – The non-resident pool passes sold out in 32 seconds?

**Thurman** – The majority did. It took a total of one hour to sell all. Families will have multiple computers up and running, temporarily holding passes that then get re-released.

**C. COMMUNITY CENTER PROGRAM SUPERVISOR, KATIE SMITH**

ACA visit is scheduled for Monday, July 29 which is week #7 of camp.

**D. COMMUNITY OUTREACH COORDINATOR, GENELLE IOCCA**

As noted in report.

**E. YOUTH PROGRAMS COORDINATOR, MELANIE UNTERFRANZ**

As noted in report.

**ADJOURNMENT**

On motion, Ito/Hardin to adjourn the meeting at 7:52 P.M.

Park Board Minutes prepared by: Jan Springer, Superintendent of Recreation



Lincolnwood Parks & Recreation Department  
Attn: Jan Hincapie

3/6/13

Dear Jan,

The Friends of the Lincolnwood Community Center respectfully request the consent of the Village to hold Lincolnwood Fest 2013 on August 1 - August 4, 2013.

The Fest will include 4 days of a carnival, musical entertainment will take place on all 4 nights, bands to be determined. We will once again have our Car Show on Sunday. Bingo will be held on Friday, Saturday and Sunday night. The Chamber is interested in having the Business Expo once again, which would be held on Saturday afternoon.

There will be approximately 5 food vendors. A pancake breakfast may be held on Sunday morning. We will also include a few attractions for kids. (to be determined)

If you have any questions, please feel free to call me at 312.659.2562.

We thank you for your consideration.

Barbara Faermark  
Friends of the Lincolnwood Community Center Committee

# Request For Board Action

**REFERRED TO BOARD:** May 21, 2013

**AGENDA ITEM NO:** 5

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution Awarding a Bid for Sidewalk Replacement Services in the Amount of \$4.19 Per Square Foot of Existing Sidewalk, \$5.00 for New Sidewalk, \$12.75 Per Linear Foot of Curb and \$180.00 Per ADA Tile to Suburban Concrete

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Each year Village staff surveys the community for dangerous or hazardous public sidewalks to be replaced as part of the Village's annual sidewalk replacement program. The program is 100% funded by the Village. Annually, the Village conducts a sealed bid process to retain the services of a contractor to perform the sidewalk and curb replacement services.

This year staff worked with the following municipalities: Kenilworth, Wilmette and Northfield to conduct a joint bid for the sidewalk program. Through this collaboration, the communities intended to present an economy of scale to potential bidders, thus providing opportunities for increased revenues to the successful bidder as well as reduced costs to the bidder and the communities.

On March 14, 2013 the Village of Kenilworth requested bids on behalf of the communities participating in the joint bid for the sidewalk replacement program. The bid notice was posted in the Pioneer Press and the Wilmette Life. On May 2, 2013 the Village of Kenilworth received six bids on behalf of the joint bid process. A detailed breakdown of the bid results may be found below:

<b>Bidder</b>	<b>Remove and Replace Concrete Sidewalk (per square feet)</b>	<b>New Sidewalk (per square feet)</b>	<b>Remove and Replace Concrete Curb (per linear feet)</b>	<b>ADA Tiles</b>
Suburban Concrete	\$4.19	\$5.00	\$12.75	\$180.00
Globe Construction	\$4.27	\$4.00	\$14.00	\$100.00
Schroeder & Schroeder	\$4.45	\$4.75	\$12.00	\$175.00
G&M Cement and Construction	\$5.75	\$30.00	\$23.00	\$500.00

D'Land Construction	\$6.41	\$9.22	\$23.95	\$300.00
Continental Construction Company	\$8.50	\$10.00	\$50.00	\$300.00

Staff has checked the references of Suburban Concrete, all of which confirm that they provide quality service in a timely manner, making them the lowest, responsible bidder.

**FINANCIAL IMPACT:**

\$80,000 has been budgeted in the fiscal year 2013/2014 Street Maintenance Fund for the Sidewalk Replacement Program as well as \$15,000 in the Northeast Tax Increment Financing District Fund.

**DOCUMENTS ATTACHED:**

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

**RECOMMENDED MOTION:**

**Move to approve** a Resolution authorizing a bid award to Suburban Concrete for sidewalk replacement services in the amount of \$4.19 per square foot of existing sidewalk, \$5.00 per square foot of new sidewalk, \$12.75 per linear foot of curb and \$180.00 per ADA tile.

**RESOLUTION NO. R2013-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING A BID AWARD TO SUBURBAN CONCRETE FOR  
SIDEWALK REPLACEMENT SERVICES IN THE AMOUNT OF \$4.19 PER SQUARE  
FOOT OF SIDEWALK, \$5.00 PER SQUARE FOOT OF NEW SIDEWALK, \$12.75 PER  
LINEAR FOOT OF CURB AND \$180.00 PER ADA TILE**

WHEREAS, the Village of Lincolnwood ("Village") is a home rule municipality located in Cook County, Illinois; and

WHEREAS, the corporate authorities have considered the findings and recommendations of the Village Manager regarding the bid from Suburban Concrete ("*Suburban*") for sidewalk replacement services;

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 *Suburban* for sidewalk replacement services ("Contract") 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 *Suburban*; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2013.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2013

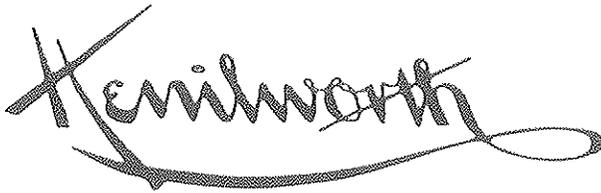
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Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

**EXHIBIT A**

**CONTRACT**

**Bid Documents and Specifications**



Proposal Submitted By:		
SUBURBAN CONCRETE		
Contractor's Name		
21227 N COMMERCIAL		
Street	P.O. Box	
MUNDELEIN	IL	60060
City	State	Zip

**Village of Kenilworth  
BID DOCUMENT No. 13-P-0003**

**2013 CONCRETE SIDEWALK REPAIRS**

**FOR THE MUNICIPALITIES OF:**

**KENILWORTH, LINCOLNWOOD, NORTHFIELD, AND WILMETTE**

Bid Due Date:	<b>May 2nd, 2013 by 5:00 PM</b>
Bid Opening Date:	May 3rd, 2013
Bid Opening Time:	2:00 PM
Bid Opening Location:	Kenilworth Village Hall
Bid Opening Room Number:	1 <sup>st</sup> Floor Board Room
Bid Security:	5% Bid Bond
Performance and Payment Bonds:	Yes

Submit bids to:  
John Kiwala  
Management Analyst  
Village of Kenilworth  
419 Richmond Road  
Kenilworth, Illinois 60043

**LEGAL NOTICE**

Official notice is hereby given that sealed bids will be received by the **Village of Kenilworth, 419 Richmond Road, Kenilworth, Illinois 60043**. Until 2:00 pm. (CST) on May 2nd, 2013, and then at said office publicly opened and read aloud for the following:

**RFB NO: 13-P-0003  
2013 CONCRETE SIDEWALK REPAIRS  
THE MUNICIPALITIES OF: KENILWORTH, LINCOLNWOOD, NORTHFIELD, AND WILMETTE**

Plans, specifications and bid forms may be obtained at the **Village of Kenilworth, 419 Richmond Road, Kenilworth, Illinois 60043** and on the **Village of Kenilworth website, [www.VillageofKenilworth.org](http://www.VillageofKenilworth.org)**

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Kenilworth for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

**All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq).**

Offers may not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Villages reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Date of Publication:  
April 1, 2013

John Kiwala  
Management Analyst  
419 Richmond Road  
Kenilworth, Illinois 60043

**BID PROPOSAL FORM  
SCHEDULE OF PRICES  
Contract No. 13-P-0003**

Contractor's Name SUBURBAN CONCRETE

See Page 29 for a breakdown of quantities per Municipality.

Bidder hereby proposes and agrees to furnish to the "Municipalities" all equipment, materials, labor and related items necessary for the completion of the Work in accordance with the Contract Documents for the amounts stated as follows  
**Base Bid:**

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price
1	P.C.C. Pavement Removal	SY			
2	P.C.C. Pavement Replacement – Class PV (7")	SY			
3	P.C.C. Pavement Patch CL C (9")	SY			
4	P.C.C. Pavement Replacement Class PV (10")	SY			
5	VV, MH, Inlet, CB to be Adjusted	EA			
6	VV, MH, Inlet, CB to be Adjusted (SPECIAL)	EA			
7	VV, MH, Inlet, CB to be Reconstructed (SPECIAL)	EA			
8	Raised Reflective Pavement Marker	EA			
9	HMA Driveway Pavement Removal	SY	10	10.00	100.00
10	HMA Driveway Pavement Replacement	SY	10	35.00	350.00
11	P.C.C. Driveway Pavement Removal (6")	SY	10	10.00	100.00
12	P.C.C. Driveway Pavement Replacement (6")	SY	10	35.00	350.00
13	P.C.C. Sidewalk Removal (5-6")	SF	43100	1.00	43,100.00
14	P.C.C. Sidewalk Replacement (5-6")	SF	43100	3.19	137,489.00
15	P.C.C. Sidewalks and Ramps New (5-6")	SF	500	5.00	2500.00
16	P.C.C. Sidewalk Removal and Replacement (7-9")	SF	10	6.00	600.00

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price
17	Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	1150	12.75	14,662.50
18	Combination Curb and Gutter Removal and Replacement (B6.24)	LF	200	20.00	4000.00
19	Detectable Warnings - Lincolnwood	EA	3	180 <sup>00</sup>	540 <sup>00</sup>
20	Detectable Warnings - Kenilworth	EA			
21	Detectable Warnings - Wilmette	EA	10	180 <sup>00</sup>	1800 <sup>00</sup>
22	Detectable Warnings - Northfield	EA	4	180 <sup>00</sup>	720 <sup>00</sup>
23	Tree Grate Installation	EA			
24	PCC Sidewalk, 5", New Installation (French Gray-LF)	SF			

Total of Base Bid (items 1 through 24) \$ 206,311.50

Total of Base Bid (in writing) TWO HUNDRED SIX THOUSAND THREE HUNDRED ELEVEN & FIFTY CENTS

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

**Alternate Bid Items.**

Item No.	Item Description	Unit	Quantity	Unit Price
A25	Traffic Control and Protection for Temporary Detour	EA	As Needed	
A26	Temporary Information Signing	SF	As Needed	
A27	Arrow Board	CAL DAY	As Needed	

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: 

Company Name: SUBURBAN Concrete

Typed/Printed Name: JOHN LEDERER

Date: 4-24-13

Title: PRESIDENT

Telephone Number: 847-837-8805

E-mail Suburbanconcrete@comcast.net

**1. INTENT**

The Village of Kenilworth ("Kenilworth"), the Village of Lincolnwood ("Lincolnwood"), the Village of Northfield ("Northfield"), and the Village of Wilmette ("Wilmette"), (collectively, the "Municipalities") intend to jointly bid concrete and award to a primary contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Kenilworth is conducting the bidding process on behalf of the Municipalities. Each Village's municipal manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

**The work performed shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).**

Submissions shall include, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work within the last three (3) years. At a minimum reference submissions shall include a municipal reference.

**2. BID PRICE**

The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices.

**3. AWARD**

Award shall be made to the lowest responsive and responsible bidder (s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein. (see 1. Intent)

Award shall be based on the lowest base bid (pay items 1-24)

No work shall be awarded to a Bidder that is in arrears or is in default to any of the municipalities for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the municipality, or that has failed to perform satisfactorily any previous contract with, or work for, the municipality.

**4. VOLUME/ESTIMATED QUANTITY**

The volumes identified herein are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipalities' requirements whether more or less than the estimated amount.

**5. JOINT PURCHASING/PURCHASING EXTENSION**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Kenilworth shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipalities.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Kenilworth, including, but not limited to:

- **100% performance and payment bonds for the project awarded by other Municipalities**

- Certificate of Insurance naming each other Municipality as an additional insured
- Certified payrolls to the other Municipality for work performed

**6. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

**7. UNBALANCED BIDS**

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Kenilworth will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village of Kenilworth, the right is reserved to reject such bid at the discretion of the Village of Kenilworth.

**8. DISCREPANCIES**

In all cases of discrepancies between the drawings and specifications, the municipality's Purchasing Manager shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

**9. OMISSIONS/HIDDEN CONDITIONS**

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

**10. FIELD MODIFICATIONS**

A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

**11. RESERVATION OF RIGHTS**

Each Municipality reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Municipality and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Municipalities opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Municipalities shall not be considered an alteration of the bids.

**13. DOCUMENT OBTAINED FROM OTHER SOURCES**

The Village of Kenilworth is the only official source for bid packages and supporting materials. Registration with the Village of Kenilworth is the only way to ensure bidders receive all Addenda and other Notices concerning

this project. Bidders can register by sending email to John Kiwala at JKiwala@kenilworthil.org. The Village of Kenilworth cannot ensure that bidders who obtain bid packages from sources other than the Village of Kenilworth will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village of Kenilworth's discretion, be rejected as non-responsive and/or the bidder disqualified. **In such cases, the Village of Kenilworth will NOT rebid the project absent extraordinary circumstances.**

#### 14. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% of the total bid amount to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Kenilworth will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

**Any bid not complying with the Security requirement will be rejected as non-responsive.**

#### 15. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 15.1 A performance bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality as security for the faithful performance of the municipality's contract; and
- 15.2 A payment bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality.
- 15.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least A-minus as determined by A.M. Best Ratings.

#### 16. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: John Kiwala, Village of Kenilworth at JKiwala@KenilworthIL.org. Questions and responses to bidders will be completed **no later than 4:00 P.M. on April 26, 2013.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Kenilworth to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

**The Village of Kenilworth recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Kenilworth will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.**

#### 17. CONTACT WITH VILLAGE PERSONNEL

All bidders are prohibited from making any contact with the municipalities' Presidents, Trustees, or any other official or employee of the Municipalities (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Kenilworth Village Manager reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Kenilworth Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter may be turned over to the Cook County State's Attorney for review and

prosecution.

#### 18. **DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST**

Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Municipalities require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Municipality, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Kenilworth to take appropriate measures to ensure the fairness of the bidding process.

The Village of Kenilworth requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if and Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

#### 19. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

#### 20. **NEW PARTS AND MATERIALS: TITLE**

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

#### 21. **PREVAILING WAGE**

All contracts, for work herein are subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et. seq.); providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed prevailing wage information prior to the date of the contract shall be in force for the duration of the contract.

**For municipalities located within Cook County, work shall be pursuant to the Prevailing Wage Schedule for Cook County.**

#### 22. **CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)**

Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

**Increased penalties for Prevailing Wage Violations (Public Act 94-0488)**

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

**23. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et.seq.)**

Pursuant to 30 ILCS 570/0.01 et. seq., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Kenilworth's Project Manager.

**24. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**

In the event of the Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**25. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT**

Contractor shall comply with the provisions of 820 ILCS 265/1, *et seq.*, which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public.

**26. TOXIC SUBSTANCES DISCLOSURES**

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

**27. DEFINITIONS**

27.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids or Unit Prices.

27.2 **Option Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.

27.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents.

The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

**In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.**

27.4 **Option Price** is a base bid price that may be accepted in lieu of the base bid.

**28. RESPONSIVE BID**

28.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

28.2 Bidders shall promptly notify the Village of Kenilworth of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

**29. MODIFICATIONS**

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once BIDS have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Kenilworth.

**30. INSURANCE**

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least A-minus as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

**30.1 See Appendix B for each Municipalities insurance requirement (Page 38-48).**

30.2 Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, the Village of Kenilworth may purchase such insurance coverage's and charge the expense thereof to the Contractor.

**31. HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend the Village of Lincolnwood, the Village of Kenilworth, the Village of Northfield, and the Village of Wilmette, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Village of Lincolnwood, Village of Northfield, the Village of Kenilworth, and the Village of Wilmette, its agents, servants, or employees or any other person indemnified hereafter. The obligations

of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

### 32. CHANGE IN STATUS

The Contractor shall notify the Village of Kenilworth and each Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Kenilworth and each Municipality shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

### 33. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Village of Kenilworth is required.

Notwithstanding written consent to subcontract approved by the Villages, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

**Failure to identify subcontractors could result in disqualification.**

### 34. CHANGE ORDERS

The Owner believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Village of Kenilworth prior to execution.

34.1. Change Orders shall comply with 720 ILCS 5/33E-9.

34.2. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

34.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

34.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager.

34.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

34.6. A written Change Order must be issued by the affected Municipality's Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

### 35. INVOICES AND PAYMENTS

The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Lincolnwood  
6900 N. Lincoln Ave.  
Lincolnwood, IL, 60712  
Attention Ashley Engelmann, Assistant to the Public Works Director

Village of Northfield  
361 Happ Road  
Northfield, IL 60093-3417  
Attention Dick Khudson, Assistant Director

Village of Kenilworth  
419 Richmond Road  
Kenilworth, IL 60043  
Attention John Kiwala, Management Analyst

Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, IL 60091  
Attention Scott Hilts, Project Manager

36. **PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Kenilworth Project Specifications; the Village of Kenilworth General Terms & Conditions, The Village of Kenilworth Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

37. **JURISDICTION, VENUE, CHOICE OF LAW**

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois for the Municipalities whose office is in Cook County.

38. **NON-ENFORCEMENT BY THE VILLAGE**

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Municipalities, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

39. **INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipalities.

40. **TERMINATION**

The Municipalities reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

41. **NON APPROPRIATIONS**

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by either the Village Board of Trustees or City Council of the affected Municipality.

42. **PROTEST PROCEDURE**

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Kenilworth Village Manager within seven calendar days of the closing time and date. This notice should include the title of the requirement, the bid number, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Village of Kenilworth Village Manager. The decision of the Village of Kenilworth Village Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Village Manager.

#### 43. **AFFIDAVITS**

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References;
- B) Disqualification of Certain Bidders (Affirmation by signing Bid Form);
- C) Affidavit/Anti-collision;
- D) Conflict of Interest Form;
- E) Tax Compliance; and
- F) Identification of Subcontractors.

#### 44. **ALTERNATE AND MULTIPLE BIDS**

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

45. **CONTRACTOR'S LICENSES:** The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipality in which the work is performed.

#### 46. **AUDIT/ACCESS TO RECORDS**

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or

items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
- i. negotiated prime contractors;
  - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
  - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
  - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

#### 47. **WITHDRAWAL OF BID**

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Villages Board of Trustees have accepted said bid.

#### 48. **COMPETENCY OF BIDDER**

If requested in writing by a municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

## LABOR STATUTES, RECORDS AND RATES

## CONSTRUCTION CONTRACTS

for

## MUNICIPALITIES - STATE OF ILLINOIS

March 2013

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
  - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
  - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
  - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
  - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix B), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County must be prominently posted at the project site by the Contractor.
  - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
    - 4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County can be found at:

<http://www.state.il.us/agency/idol/rates/EVENMO/COOK9999.htm>

## 2013 CONCRETE SIDEWALK REPAIRS SUMMARY OF WORK

### 1. SCOPE OF WORK

The Work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of removal and/or replacement of concrete driveways, street patches, curb, gutter, sidewalk and patios, installation of ADA detectable warnings, traffic control, tree grates, raised reflective pavement markers, and structure (valve vault, manholes, inlets and catch basins) adjustment or reconstruction at various locations within the Municipalities.

### 2. CONTRACTOR SUBMITTALS

- 2.1 Prior to beginning work, the Contractor shall furnish to each Municipality the necessary certifications that all materials to be used meet the specification of Division 1000, MATERIALS of the "State of Illinois, Standard Specifications for Road and Bridge Construction" (January 1, 2012 Edition), hereinafter referred to as the "Standard Specifications".
- 2.2 Prior to beginning work, the Contractor shall provide a list of contacts include the name and phone number of the Project Manager, each crew leader, and an emergency contact who shall be available 24-hours a day, 7 days a week.
- 2.3 Following the award of construction contract and prior to starting work, the Contractor shall furnish to each Municipality a construction progress schedule or critical path schedule satisfactory to the Public Works Director (or his/her designee) which shall show the proposed sequence of work and how the Contractor proposes to complete the work prior to the completion date(s) specified in Section 5 of these Technical Specifications.

### 3. MATERIALS & SERVICES TO BE PROVIDED BY THE MUNICIPALITIES

Each Municipality shall provide the Contractor with a list(s) of repairs sorted by address and a map showing the approximate location of each repair.

### 4. TECHNICAL SPECIFICATIONS

The Contractor shall complete the work in accordance with the Standard Specifications (as supplemented by the following technical specifications), the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of this work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, Local and other agencies having jurisdictional authority over the work. Where there is a conflict between these Technical Specifications, the Standard Specifications and other applicable requirements, the most restrictive requirement shall prevail. The Contractor shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

The Contractor shall prune vegetation that interferes with construction (e.g. tree branches, overgrown bushes, etc.) in accordance with Section 201.05 of the Standard Specifications. Cost of pruning is incidental to the contract. The Contractor shall not remove existing trees without prior approval of the Public Works Director (or his/her designee).

#### 4.1 Mobilization

This work shall be done in accordance with Section 671 of the Standard Specifications except as modified herein.

Basis of Payment: Mobilization will not be paid for separately, but will be included in the items for which this work applies.

#### 4.2 Traffic Control and Protection

This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions,

and the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701301, 701311, 701501, 701801, 701901

DISTRICT ONE DETAILS: Traffic Control and Protection for Side Roads, Intersections, and Driveways.

RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS: Work Zone Traffic Control Surveillance, Flaggers in Work Zones.

This work includes furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the Contractor shall provide traffic control devices in accordance with State of Illinois Standard "701501-02".

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Public Works Director (or his/her designee).

No work shall proceed unless all traffic control devices are in place as specified herein or as determined by the Public Works Director (or his/her designee).

All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

The Contractor shall contact the Municipality at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided by the contractor to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

Basis of Payment: This work will not be paid for separately, but will be included in the items for which this work applies. This work includes all labor, materials, installation, transportation, maintenance, handling flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as determined by the Public Works Director (or his/her designee) to complete the work as specified. Additional flaggers, fencing, signs, or barricades as may be required by the Public Works Director (or his/her designee) for safe movement of traffic and pedestrians will not be paid for separately, but will be included in the items for which this work applies.

#### 4.6 ITEM 01 – P.C.C. PAVEMENT REMOVAL

This work shall be in accordance with the Standard Specifications, insofar as applicable.

This work shall consist of saw cutting full depth of the existing pavement, removing the existing P.C.C. pavement, preparation of the sub-base, and aggregate base repair (if necessary), as directed by the Public Works Director (or his/her designee). Excavated materials must be removed from the site as work progresses and may not be temporarily stored on site.

All debris shall be cleaned-up and removed before the end of each working day and be disposed of offsite at the Contractor's entire expense. Cleanup and restoration of adjacent areas, restoration of parkway and lawn

areas shall consist of 4" topsoil, seed and blanket.

The aggregate base repair material shall be limited to CA-6 crushed stone or crushed gravel or crushed concrete in accordance with Article 1004.04 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per square yard of P.C.C. PAVEMENT REMOVAL, which price will be payment in full for pavement removal, full depth saw cut, disposal of existing materials, and shaping and compaction of base course.

4.7 **ITEM 02 – P.C.C. PAVEMENT REPLACEMENT – CLASS PV (7")**

This work shall conform to applicable sections of the Standard Specifications and shall consist of replacing pavement that was removed. The pavement replacement shall be limited to high early strength Portland cement concrete replacement of the thickness to match existing pavement using dowels and tie bars.

The concrete used shall be Class PV Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116.

Basis of Payment: This work shall be paid for at the contract unit price per square yard of P.C.C. PAVEMENT REPLACEMENT – CLASS PV – 7 INCHES, which shall include dowel bars and tie bars. Quantities shall be adjusted for variations in concrete thickness in accordance with Article 442.10 of the Standard Specifications.

4.8 Deleted.

4.9 Deleted.

4.10 **ITEM 03 – P.C.C. PAVEMENT PATCH – CL C (9")**

This item shall consist of pavement patches in accordance with applicable sections of the Standard Specifications. No unit price differentiation will be permitted. All patches where material has been removed must be replaced by the end of each working day and no open holes shall remain overnight.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for P.C.C. PAVEMENT PATCH CL C (9").

4.11 Deleted.

4.12 **ITEM 04 – P.C.C. PAVEMENT REPLACEMENT – CLASS PV (10")**

This work shall conform to applicable sections of the Standard Specifications and shall consist of replacing pavement that was removed. The pavement replacement shall be limited to high early strength Portland cement concrete replacement of the thickness specified using dowels and tie bars as shown in the details.

The concrete used shall be Class PV Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for P.C.C. PAVEMENT REPLACEMENT CLASS PV (10").

4.13 **ITEM 05 – VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, sheeting, shoring and bracing materials and their installation and removal, saw cutting. This item shall also include new riser, top/cone section, frame and lid or grate; adjustment. Internal rubber sleeve frame/chimney seal installed as part of sanitary manhole adjustment and reconnection of existing lines shall be considered incidental to this item. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work shall be paid for at the contract unit price per each for VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED.

4.14 **ITEM 06 – VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED (SPECIAL)**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

New castings to replace old castings will be provided by the Village to be installed by the Contractor where deemed necessary by the Public Works Director (or his/her designee); however, if it is necessary to replace the casting because of damage done by the Contractor, the cost of the new casting will be deducted from the Contractor's final estimate. Replacement frames shall be picked up by the Contractor at Public Works and replaced frames shall be stockpiled at Public Works for the Village by the Contractor.

Basis of Payment: This work shall be paid for at the contract unit price per each for VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED (SPECIAL).

4.15 **ITEM 07 – VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE RECONSTRUCTED (SPECIAL)**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

New castings to replace old castings will be provided by the Village to be installed by the Contractor where deemed necessary by the Public Works Director (or his/her designee); however, if it is necessary to replace the casting because of damage done by the Contractor, the cost of the new casting will be deducted from the Contractor's final estimate. Replacement frames shall be picked up by the Contractor at Public Works and replaced frames shall be stockpiled at Public Works for the Village by the Contractor.

Basis of Payment: This work shall be paid for at the contract unit price per each for VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE RECONSTRUCTED (SPECIAL).

4.16 **ITEM 08 – RAISED REFLECTIVE PAVEMENT MARKER**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This work shall consist of placing raised reflective pavement markers as directed by the Public Works Director (or his/her designee). Raised reflective markers shall be Hallen Products Ironstar Model 664 with two-way blue lens or approved equal. Markers shall be installed according to manufacturer's instructions.

Basis of Payment: This work shall be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER.

4.17 **ITEM 09 – HMA DRIVEWAY PAVEMENT REMOVAL**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

Driveways shall be sawed their entire thickness prior to their removal, as directed by the Public Works Director (or his/her designee). Any existing driveway edging shall be carefully removed incidental to the cost of this item. Driveway edging damaged by the Contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The Contractor shall notify all residents 48 hours prior to removing their driveway.

Basis of Payment: This work will be paid for at the contract unit price per square yard of HMA DRIVEWAY PAVEMENT REMOVAL, which price shall be payment in full for bituminous concrete surface course removal and disposal of existing materials.

4.18 **ITEM 10 – HMA DRIVEWAY PAVEMENT REPLACEMENT**

This work shall be done in accordance the Standard Specifications insofar as applicable.

This work shall consist of transitioning bituminous driveways into new curb. Driveways shall be replaced in two lifts of Hot Mix Asphalt Surface Course, IL-12.5, each 1-1/2 inches thick. Any existing driveway edging shall be carefully removed and replaced incidental to the cost of this item. Driveway edging damaged by the Contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, up to 6" thick granular sub base as required, shaping and compaction placement and compaction of the bituminous material as directed by the Public Works Director (or his/her designee), cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work will be paid for at the contract unit price per square yard for HMA DRIVEWAY PAVEMENT REPLACEMENT, which price shall be payment in full for HMA DRIVEWAY PAVEMENT REPLACEMENT.

4.19 **ITEM 11 – P.C.C. DRIVEWAY PAVEMENT REMOVAL (6")**

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440.

Driveways shall be sawed their entire thickness prior to their removal, as directed by the Public Works Director (or his/her designee).

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The Contractor shall notify all residents 48 hours prior to removing their driveway.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REMOVAL 6", which price shall be payment in full for removal and disposal of existing materials and excavation.

**This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.**

4.20 **ITEM 12 – P.C.C. DRIVEWAY PAVEMENT REPLACEMENT (6")**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This work shall consist of transitioning existing concrete driveways into new curb. Driveways shall be replaced with P.C.C. concrete as detailed.

The concrete used shall be Class PV Portland Cement Concrete. All Portland Cement Concrete shall be treated with a protective coat application.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, placement of concrete as directed by the Public Works Director (or his/her designee), cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REPLACEMENT 6", which price shall be payment in full for Portland Cement concrete, 1" thick granular sub base, shaping, compaction, and restoration of adjacent areas.

**This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.**

4.21 Deleted.

4.22 **ITEM 13 – P.C.C. SIDEWALK REMOVAL (5"-6")**

This item shall include the removal of Portland Cement Concrete sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440. The work shall include complete removal of those areas which have been marked by the Public Works Director (or his/her designee) for removal and which are included on a list supplied to the Contractor. The Contractor shall notify the Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Works Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Works Director (or his/her designee).

**Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.**

All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. Sidewalk Removal (5"-6"), which includes, sidewalk removal, backfilling with topsoil and seeding, removal and disposal of all surplus materials and restoration of parkways.

#### 4.23 **ITEM 14 – P.C.C. SIDEWALK REPLACEMENT (5"-6")**

This item shall include the replacement of Portland Cement Concrete sidewalk of the thickness specified. The Contractor shall notify the Village 48 hours in advance of scheduled time and place he intends to work.

If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Works Director (or his/her designee) for replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Works Director (or his/her designee). In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway. Saw cuts will be made to provide for smooth joints between all existing and proposed work. Any damage done to adjacent sidewalks will be replaced by Contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 1022.01 of the Standard Specifications shall be applied to all finished concrete surfaces. **WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR.** All Portland Cement Concrete shall be treated with a protective coat application.

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. Where sidewalk is replaced across a driveway, it will be with a 6" thickness. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement. The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

**Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.**

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the Public Works Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REPLACEMENT (5"-6"), which includes expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, and restoration of parkways.

4.24 **ITEM 15 – P.C.C. SIDEWALKS AND RAMPS NEW (5"-6")**

This item shall include excavation and placement of 4" compacted CA-6 stone base and new sidewalk of the thickness specified. Excavation shall include removal of topsoil, sod, and debris encountered to reach the finished grade for sidewalk of the designated thickness. Should the subgrade at this depth be unsuitable for placement of Sidewalk, it shall be removed to a depth specified by the Public Works Director (or his/her designee) and CA-14 course aggregate shall then be compacted in place to form a proper subgrade. Compaction shall be to 95% of modified proctor density.

Methods of construction shall conform to the item Portland Cement Concrete Sidewalk Removal and Replacement. The aggregate base course shall be included as part of this item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALKS AND RAMPS NEW (5"-6") which includes earth excavation, aggregate base course, expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials and restoration of parkways.

4.25 **ITEM 16 – P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (7"-9")**

This item shall include the removal and replacement of Portland Cement Concrete sidewalk of the thickness specified. The work shall include complete removal of those areas which have been marked by the Public Works Director (or his/her designee) for removal and which are included on a list supplied to the Contractor. The Contractor shall notify the Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Works Director (or his/her designee) for removal and replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Works Director (or his/her designee). In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Saw cuts will be made to provide for smooth joints BETWEEN ALL EXISTING AND PROPOSED WORK. Any damage done to adjacent sidewalks will be replaced by Contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 720.12(a) shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR.

Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

**Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.**

All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from

the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the Public Works Director (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (7"-9") which includes sidewalk removal, expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials and restoration of parkways.

4.26 Deleted.

4.27 **ITEM 17 – COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)**

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal and replacement of M3.12, B6.12 and B6.18 curb and gutter to match existing. Sections to be removed must be broken out at an existing joint or must be sawcut full-depth to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Public Works Director (or his/her designee) and is subject to approval by him.

The new curb must be depressed for ADA ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Public Works Director (or his/her designee) and is subject to approval by him. Contraction joints shall be sawed and sealed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Works Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required.

If required, prior to placing new curb and gutter section, the Contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the Contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the Public Works Director (or his/her designee) for replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the Public Works Director (or his/her designee). Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item. No additional restoration will be allowed unless approved by Public Works Director (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18).

4.28 **ITEM 18 – COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24)**

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal and replacement of existing B6.24 curb and gutter. Sections to be removed must be broken out at an existing joint or must be sawcut a minimum of two inches to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Public Works Director (or his/her designee) and is subject to approval by him.

The new curb must be depressed for ADA ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Public Works Director (or his/her designee) and is subject to approval by him. Contraction joints shall be sawed and sealed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Works Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required.

If required, prior to placing new curb and gutter section, the Contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the Contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the Public Works Director (or his/her designee) for replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the Public Works Director (or his/her designee). Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24).

4.29 **ITEM 19 – DETECTABLE WARNINGS – WILMETTE**

The Contractor shall provide and install bright yellow, pre-stamped stainless steel panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the Public Works Director (or his/her designee). These ramp panels shall comply with Highway Standard 424001 "Curb Ramps for Sidewalks" and shall be of the type MetaPanels TM, manufactured by Metadome, by: Pioneer Supply - (262) 560-1720. Any ramp panel substitutions must be submitted in writing DIRECTOR of Engineering (OR HIS/HER DESIGNEE) for approval.

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNINGS - WILMETTE.

4.30 **ITEM 20 – DETECTABLE WARNINGS – Kenilworth and Northfield and Lincolnwood**

To comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG), all new construction or reconstruction projects are required to utilize truncated domes on all pedestrian curb ramps; medians and pedestrian refuge islands; at-grade railroad crossings; alley and commercial drive crossings with traffic control devices; or other locations where pedestrians are required to cross a hazardous vehicular way (IDOT Memo 2004-18).

Detectable warnings shall consist of a surface of truncated domes aligned in a square pattern (parallel alignment) or triangular pattern. Dome spacing, dome size, and detectable warning locations are shown in Highway Standard 424001 "Curb Ramps for Sidewalks".

Detectable warning surfaces shall be colored red and shall extend 24 inches in the direction of travel and the full width of the curb ramp, landing, or sidewalk (IDOT Memo 2004-18). The Contractor shall provide and install pre-stamped Anti-Corrosion panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the Public Works Director (or his/her designee). These ramp panels shall comply with Highway Standard 424001 "Curb Ramps for Sidewalks". All ramp panels must be submitted in writing to Public Works Director (or his/her designee) for approval.

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNINGS – Kenilworth and Northfield and Lincolnwood and Wilmette.

4.31 Deleted

4.32 Deleted

4.33 **ITEM 23 – TREE GRATE INSTALLATION**

This work shall consist of forming in place for the installation of cast iron tree grates (to be provided by others) at various locations within the business district as marked by the Public Works Director (or his/her designee). All locations will be in areas where the existing sidewalk is being replaced. After 24 hours advance notice by the Contractor prior to pouring, all grates will be delivered to the site, at which time the grate shall be set on the form, adjusted to finished grade, and approved by the Public Works Director (or his/her designee).

Basis of Payment: This work shall be paid for at the contract unit price per each for TREE GRATE INSTALLATION.

4.34 Deleted

4.35 **ITEM A25 - Traffic Control and Protection for Temporary Detour**

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route as determined by the Public Works Director (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per each detour location for Traffic

Control and Protection for Temporary Detour.

4.36 **Item A26 - Temporary Informational Signing**

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials shall be according to the following Articles of Section 1000 – Materials:

	<b><u>Item</u></b>	<b><u>Article / Section</u></b>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face (Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of ¾ inch (19 mm) thick plywood.

Note 2. Type A sheeting can be used on the plywood base.

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.

Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

The sign sizes and legend sizes shall be verified by the Contractor and Engineer prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method of Measurement: This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically). All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis of Payment: This work shall be paid for at the contract unit price per square foot for Temporary Information Signing.

4.36 **ITEM A27- Arrow Board**

This work shall include providing and maintaining an Arrow Board for traffic control in accordance with the applicable portions of Section 701 of the Standard Specifications and Highway Standards 701301, 701311, 701501, 701801 and 701901 when requested by the Public Works Director (or his/her designee).

Basis of Payment: When an Arrow Board is requested by the Public Works Director (or his/her designee), this work will be paid for at the contract unit price per calendar day for each Arrow Board.

4.37 **PROTECTIVE COAT**

This work shall be done in accordance with Section 420 of the Standard Specifications except as modified herein.

Protective Coat shall be Cure & Seal 1315EF manufactured by Dayton Superior or approved equal and shall be applied in accordance with the manufacturer's recommendations.

Two (2) coats of Cure & Seal shall be applied to all new P.C.C. pavements, driveways, sidewalks, patios and curbs and gutters. Cure & Seal product shall be stirred thoroughly prior to use and shall not be diluted or thinned. The first coat of Cure & Seal shall be applied immediately after all surface water has disappeared and surface cannot be marred. The second coat of Cure & Seal shall be applied after the first coat has dried or as determined by the Public Works Director (or his/her designee).

Basis of Payment: Protective Coat will not be paid for separately, but will be included in the items for which this work applies.

5. **SCHEDULING OF WORK AND COMPLETION DATES**

The Contractor shall coordinate directly with Public Works Director (or his/her designee) for each Municipality to schedule the work.

The Contractor shall notify each Municipality no less than 72 hours prior to the start of any construction. The Contractor shall also notify the Illinois Department of Transportation, the Cook County Highway Department or any other affected agency prior to the start of any work within their respective rights-of-way.

The Contractor shall notify residents in writing 48 hours in advance of any work which will affect their driveway access. The duration of driveway closures shall not exceed 96 hours unless agreed to by the property owner and the Public Works Director (or his/her designee).

All work shall be completed prior to October 31, 2013 unless otherwise agreed to by a Municipality or as specified below for individual Municipalities.

Village of Kenilworth: Work shall not start before June 15, 2013 and shall be complete on or before August 15, 2013.

Village of Northfield: Work shall not start before June 15, 2013 and shall be complete on or before August 15, 2013.

Village of Wilmette: Work shall not start before June 15, 2013 and shall be complete on or before August 15, 2013.

Village of Lincolnwood: Work shall not start before June 15, 2013 and shall be complete on or before August 15, 2013.

6. **PERMITS**

For any State or County Highway Permits or other required Local Permits, the Contractor shall execute all necessary permit forms, provide and pay for any fee and bond requirements, and execute and comply with all insurance and performance guarantee requirements as incidental to the Contract.

7. Deleted

**Breakdown of Quantities and Number of Mobilizations per Municipality**

The estimated quantities listed in the bid table for each community are for reference only. The Contractor is hereby made aware that the bid prices shall apply to work in all municipalities participating in this bid even if no estimated quantity is listed for that municipality.

The estimates of the number of mobilizations that the Contractor shall make to each municipality:

Base Bid Items									
Item No.	Item Description	Unit	Kenilworth	Wilmette	Lincolnwood	Northfield	Total	Unit Price	Extended Price
1	P.C.C. Pavement Removal	SY					0		\$ -
2	P.C.C. Pavement Replacement – Class PV (7")	SY					0		\$ -
3	P.C.C. Pavement Patch CL C (9")	SY					0		\$ -
4	P.C.C. Pavement Replacement Class PV (10")	SY					0		\$ -
5	VV, MH, Inlet, CB to be Adjusted	EA					0		\$ -
6	VV, MH, Inlet, CB to be Adjusted (SPECIAL)	EA					0		\$ -
7	VV, MH, Inlet, CB to be Reconstructed (SPECIAL)	EA					0		\$ -
8	Raised Reflective Pavement Marker	EA					0		\$ -
9	HMA Driveway Pavement Removal	SY		10			10		\$ -
10	HMA Driveway Pavement Replacement	SY		10			10		\$ -
11	P.C.C. Driveway Pavement Removal (6")	SY		10			10		\$ -
12	P.C.C. Driveway Pavement Replacement (6")	SY		10			10		\$ -
13	P.C.C. Sidewalk Removal (5-6")	SF	5,000	11,000	17,000	10,100	43100		\$ -
14	P.C.C. Sidewalk Replacement (5-6")	SF	5,000	11,000	17,000	10,100	43100		\$ -
15	P.C.C. Sidewalks and Ramps New (5-6")	SF			500		500		\$ -
16	P.C.C. Sidewalk Removal and Replacement (7-9")	SF		10			10		\$ -
17	Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF		600	500	50	1150		\$ -
18	Combination Curb and Gutter Removal and Replacement (B6.24)	LF		200			200		\$ -
19	Detectable Warnings - Wilmette	EA		10			10		\$ -
20	Detectable Warnings - Northfield / Lincolnwood/Kenilworth	EA			3	4	7		\$ -
21	Tree Grate Installation	EA					0		\$ -
									\$ -

Alternate Bid Items									
Item No.	Item Description	Unit	Lincolnwood	Northfield	Wilmette	Winnetka	Total	Unit Price	Extended Price
	Traffic Control and Protection for Temporary Detour	EA							\$ -
	Temporary Information Signing	SF							\$ -
	Arrow Board	CAL DAY							\$ -

Municipality	Estimated Mobilizations
Kenilworth	
Lincolnwood	
Wilmette	2
Northfield	

**CONTRACTOR REFERENCES**

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: Village of DANEN  
 Address: 1701 PLAINFIELD RD  
 City, State, Zip Code: DARIEN IL  
 Contact Person/  
 Telephone Number: PAN GOMBAC 630-852-5000  
 Dates of Service/Award  
 Amount: 2009 - 2013 550,000

Municipality: Village of NORTHBROOK  
 Address: 601 HEUHL  
 City, State, Zip Code: NORTHBROOK IL  
 Contact Person/Telephone  
 Number: PAUL R. SINGER 847-272-4711  
 Dates of Service/Award  
 Amount: 2008 - 2013 AVG 150,000

Agency: Village of Buffalo Grove  
 Address: 10 RAUPP BLVD  
 City, State, Zip Code: BUFFALO GROVE IL  
 Contact Person/  
 Telephone Number: MARK BEREKOWITZ 847-459-2500  
 Dates of Service/Award  
 Amount: 2012 (streets) 400,000

Agency: Village of PALATINE  
 Address: 200 WOOD ST  
 City, State, Zip Code: PALATINE IL  
 Contact Person/  
 Telephone Number: MARK GRABOWSKI 847-894-0062  
 Dates of Service/Award  
 Amount: 2010 - 2012 200,000

Agency: Village of HANOVER PARK  
 Address: 2121 LAKE ST  
 City, State, Zip Code: HANOVER PARK IL  
 Contact Person/  
 Telephone Number: SCOTT WEBER 630-372-4440  
 Dates of Service/Award  
 Amount: 2010 - 2013 175,000

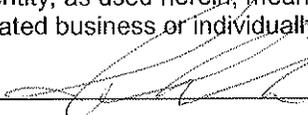
<b>DISQUALIFICATION OF CERTAIN BIDDERS</b>
--

**PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

1. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
2. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
3. has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
4. has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
5. has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
6. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
7. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
8. has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; And
9. has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

Signature:  \_\_\_\_\_

**ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION**

JOHN LEVERIA, being first duly sworn,

deposes and says that he is President  
(Partner, Officer, Owner, Etc.)

of SUBORBA CONCRETE  
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

[Signature]  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.  
Subscribed and Sworn to this 24th day of April, 2013

[Signature]  
Notary Public

OFFICIAL SEAL  
PHILIP W HENRY  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 01/13/16

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**CONFLICT OF INTEREST**

SUBURBAN CONCRETE, hereby certifies that

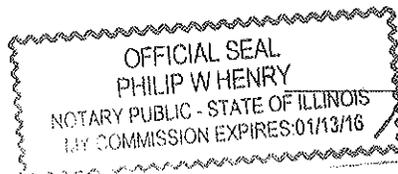
it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

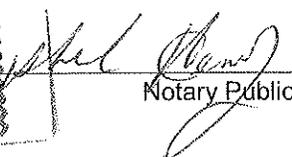
Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Kenilworth may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.



(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.  
Subscribed and Sworn to this 24 day of APRIL, 2013



  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**TAX COMPLIANCE AFFIDAVIT**

JOHN LEVERICK, being first duly sworn,

deposes and says that he is President  
(Partner, Officer, Owner, Etc.)  
of SRUBAN Concrete  
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

[Signature]  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 24<sup>th</sup> day of APRIL, 2013

[Signature]  
Notary Public  


Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

**SUB-CONTRACTOR INFORMATION**

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

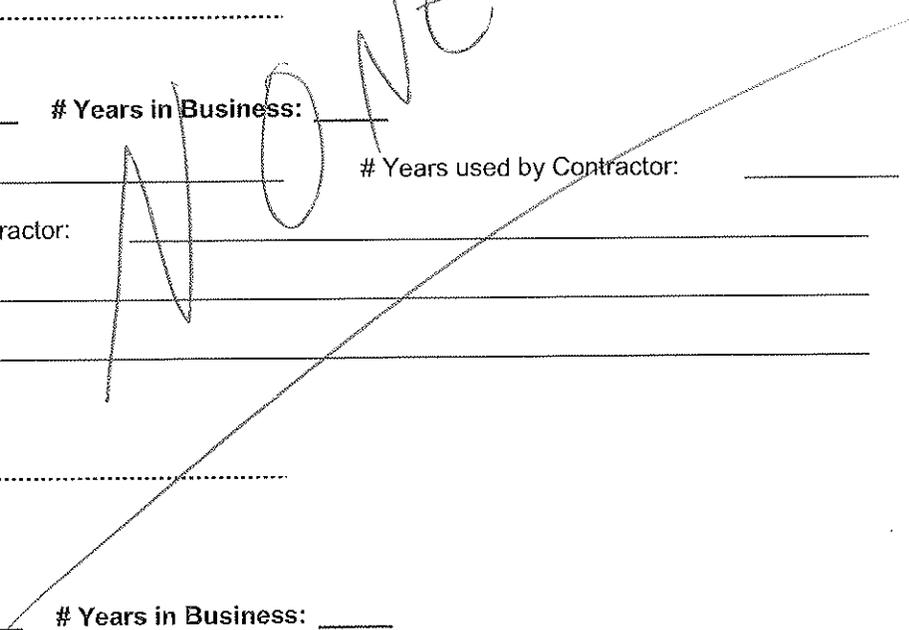
Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*NONE*



**APPENDIX A:  
AGREEMENT ACCEPTANCE**

**RFB #12-M-0006**

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [*insert Municipality name*] ("Owner") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX B.1

**Village of Lincolnwood  
Insurance Requirements**

## 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
  - \$\_500,000\_ 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)
- Bodily Injury and Property Damage



Illinois Department of Transportation

Local Agency Proposal Bid Bond

RETURN WITH BID

Route 2013 Concrete Sidewalk Prog.
County Cook
Local Agency Kenilworth/Lincolnwood/Northfield/Wilmette
Section

WE Suburban Concrete, Inc. PAPER BID BOND

and North American Specialty Insurance Company as PRINCIPAL,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 3rd day of May, 2013

Suburban Concrete, Inc. (Company Name)

By: John S. Leverick President (Signature and Title)

Principal

(Company Name)

By: (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

North American Specialty Insurance Company (Name of Surety)

Surety

By: Esther C. Jimenez (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF WILL

I, Kimberly R. Holmes, a Notary Public in and for said county, do hereby certify that John S. Leverick and Esther C. Jimenez

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of May, 2013

My commission expires February 11, 2014

Kimberly R. Holmes (Notary Public)



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed) The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

**CONTRACT BETWEEN**  
**THE VILLAGE OF LINCOLNWOOD**  
**AND**  
**SUBURBAN CONCRETE**  
**FOR THE CONSTRUCTION OF**  
**SIDEWALK AND CURB REMOVAL AND REPLACEMENT**

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**CONTRACTOR'S CERTIFICATION**

**ATTACHMENT A** - Supplemental Schedule of Contract Terms

**ATTACHMENT A1**- Schedule of Contract Prices

**ATTACHMENT B** - Specifications

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**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 SUBURBAN CONCRETE, 21227 W. Commercial Mundelein, IL a Construction Company (“*Contractor*”), make this Contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, and hereby agree as follows:

## **ARTICLE I** **THE WORK**

### **1.1 Performance of the Work**

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C4, **and the Special Project Requirements attached hereto as Attachment D.**

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of 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, 30<sup>th</sup> 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: Chris Schroeder  
Schroeder & Schroeder, Inc.  
7306 Central Park  
Skokie, IL 60076**

### **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 Administrator

**ATTEST:**

**Schroeder & Schroeder, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chris Schroeder

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
President

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:**

**Schroeder & Schroeder, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Chris Schroeder

Title: \_\_\_\_\_

Title: President

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:**

The work shall consist of the removal, replacement, construction and satisfactory disposal of existing concrete sidewalk of approximately 8,500 sq ft. of concrete sidewalk and approximately 160 linear ft. of curb from various areas throughout the VILLAGE.

2. **Work Site:**

Throughout the VILLAGE on public property near residences and businesses. Specific locations will be provided upon execution of the contract.

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

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

4. **Commencement Date:**

June 15, 2013

5. **Completion Date:**

October 31, 2013, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

A. **Worker's Compensation and Employer's Liability** with limits not less than:

**ATTACHMENT A**

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:  
    \$ \_300,000\_ injury-per occurrence  
    \$ \_500,000\_ disease-per employee  
    \$ \_\_\_\_\_ 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

## ATTACHMENT A

- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“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.

## ATTACHMENT A

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**”). 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**

	Item	Unit	Estimated Quantity	Unit Cost	Extension
001	HMA Driveway, Removal [HP][LF]	SY	310	\$ 6.00	\$ 1,860.00
002	HMA Driveway, Replace [HP][LF]	SY	310	\$ 24.00	\$ 7,440.00
003	PCC Driveway (6") Removal [GC][GV][LF][WIN]	SY	707	\$ 8.00	\$ 5,656.00
004	PCC Driveway (6") Replace [GC][GV][LF][WIN]	SY	707	\$ 30.00	\$ 21,210.00
005	PCC Sidewalk (5"-6") Removal [ALL]	SF	80,890	\$ .20	\$ 16,178.00
006	PCC Sidewalk (5"-6") Replacement [ALL]	SF	80,690	\$ 4.00	\$ 322,760.00
007	PCC Sidewalk (5"-6") New [WIN]	SF	2,400	\$ 4.75 <i>es</i>	\$ 11,400.00 <i>es</i>
008	PCC Sidewalk (7") Removal and Replacement [LF]	SF	50	\$ 5.00	\$ 250.00
009	PCC Pavement Removal [GC][GV][HP][LF]	SY	8,776	\$ 9.00	\$ 78,984.00
010	PCC Pavement Replacement Class PP (7"-9")	SY	3,300	\$ 44.00	\$ 145,200.00
011	PCC Pavement Replacement Class SI [GV]	SY	3,000	\$ 37.00	\$ 111,000.00
012	PCC Pavement Patch - CL B Type III (7") [LF]	SY	1,460	\$ 40.00	\$ 58,400.00
013	PCC Pavement Patch - CL C (9") [WIN]	SY	310	\$ 50.00	\$ 15,500.00
014	PCC Pavement Patching - Continuous Reinf [GV]	SY	60	\$ 63.00	\$ 3,780.00
015	PCC Pavement Replacement Class PP (10") [HP]	SY	1,000	\$ 47.00	\$ 47,000.00
016	PCC Patio Removal and Replacement [GV]	SF	250	\$ 12.00	\$ 3,000.00
017	VV,MH,Inlet,CB to be Adjusted [LF]	EA	17	\$ 225.00	\$ 3,825.00
018	VV,MH,Inlet,CB to be Adjusted (SPECIAL) [HP]	EA	10	\$ 225.00	\$ 2,250.00
019	VV,MH,Inlet,CB to be Reconstructed (SPECIAL) [HP]	EA	1	\$ 900.00	\$ 900.00
020	Combination Curb and Gutter Removal	LF	4,645	\$ 1.00	\$ 4,645.00
021	Combination Curb and Gutter Replacement	LF	1,545	\$ 13.00	\$ 20,085.00
022	Combination Curb and Gutter Repl (M-3.12)	LF	36	\$ 18.50	\$ 666.00
023	Combination Curb and Gutter Repl (B-6.12)	LF	4,443	\$ 14.00	\$ 62,202.00
024	Combination Curb and Gutter Repl (B-6.18)	LF	150	\$ 21.00	\$ 3,150.00
025	Combination Curb and Gutter R & R (B-6.24)	LF	20	\$ 32.00	\$ 640.00
026	ADA Panels [WIL]	EA	10	\$ 265.00	\$ 2,650.00
027	Detectable Warnings [NF][LW]	EA	2	\$ 200.00	\$ 400.00
028	Detectable Warnings [LF]	SF	8	\$ 25.00	\$ 200.00
029	Detectable Warnings (Neenah) [WIN]	SF	240	\$ 35.00	\$ 8,400.00
030	Detectable Warnings [HP]	EA	3	\$ 280.00	\$ 840.00
031	Traffic Control & Protection [HP]	LS	1	\$ 2,250.00	\$ 2,250.00
032	Tree Grate Installation [WIN]	EA	10	\$ 275.00	\$ 2,750.00
033	Raised Reflective Pavement Marker [LF]	EA	6	\$ 75.00	\$ 450.00

## **ATTACHMENT B**

### **SPECIAL PROVISIONS** **DETAIL SPECIFICATIONS**

The following Detailed Specifications apply to the proposal items as numbered.

Before any materials are incorporated into the job, the contractor will make sure that the materials will meet the specifications of Section 1000, MATERIALS, and "State of Illinois, Standard Specifications for Road and Bridge Construction, Adopted January 1, 2007" and will furnish necessary certification that they meet the specification.

#### **ITEM 1 - HMA DRIVEWAY PAVEMENT REMOVAL**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

Driveways shall be sawed two inches deep, prior to their removal, as directed by the Engineer. Any existing driveway edging shall be carefully removed incidental to the cost of this item. Driveway edging damaged by the contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, placement and compaction of the bituminous material as directed by the engineer, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The contractor shall notify all residents 48 hours prior to removing their driveway.

This work will be paid for at the contract unit price per square yard of HMA driveway pavement removal, which price shall be payment in full for bituminous concrete surface course removal and disposal of existing materials.

#### **ITEM 2 - HMA DRIVEWAY PAVEMENT REPLACEMENT**

This work shall be done in accordance the Standard Specifications insofar as applicable.

This work shall consist of transitioning bituminous driveways into new curb. Driveways shall be replaced in two lifts of Hot Mix Asphalt Surface Course, IL-12.5, each 1-1/2 inches thick. Any existing driveway edging shall be carefully removed and replaced incidental to the cost of this item. Driveway edging damaged by the contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, placement and compaction of the bituminous material as directed by the engineer, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

This work will be paid for at the contract unit price per square yard of HMA driveway pavement, which price shall be payment in full for 6" thick granular sub base, shaping, compaction, labor, equipment and incidental expenses necessary to complete the work as specified.

#### **ITEM 3 - PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL - 6"**

This work shall be done in accordance with the Standard Specifications insofar as applicable and as detailed on the Detail.

Driveways shall be sawed their entire thickness prior to their removal, as directed by the engineer.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The contractor shall notify all residents prior to removing their driveway.

This work will be paid for at the contract unit price per square yard of Portland Cement Concrete Driveway Pavement Removal 6", which price shall be payment in full for removal and disposal of existing materials, excavation, labor, equipment and incidental expenses necessary to complete the work as specified.

**This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.**

#### **ITEM 4 - PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REPLACEMENT - 6"**

This work shall be done in accordance with the Standard Specifications insofar as applicable and as detailed on the Detail.

This work shall consist of transitioning existing concrete driveways into new curb. Driveways shall be replaced with P.C. concrete as detailed.

The concrete used shall be Class PP Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116. All Portland Cement Concrete shall be treated with a protective coat application.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, placement and compaction of the bituminous material as directed by the engineer, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

This work will be paid for at the contract unit price per square yard of Portland Cement Concrete Driveway Pavement Replacement 6", which price shall be payment in full for Portland Cement concrete, 1" thick granular sub base, shaping, compaction, labor, equipment and incidental expenses necessary to complete the work as specified.

**This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.**

#### **ITEM 5 - PORTLAND CEMENT CONCRETE SIDEWALKS REMOVAL - 5"-6"**

This item shall include the removal of Portland Cement Concrete sidewalk of the thickness specified. The work shall include complete removal of those areas which have been marked by the engineer for removal and which are included on a list supplied to the Contractor. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Engineer for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer. In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

**Residents shall be notified in writing 24 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.**

All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

The basis for the payment for this work will be the contract unit price per square foot, which includes traffic control, sidewalk removal, backfilling with topsoil and seeding, removal and disposal of all surplus materials, restoration of parkways and any and all other work necessary or incidental (except structure adjustments) to the construction of sidewalks or sidewalk ramps as specified.

#### **ITEM 6 - PORTLAND CEMENT CONCRETE SIDEWALKS REPLACEMENT – 5”-6”**

This item shall include the replacement of Portland Cement Concrete sidewalk of the thickness specified. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

If the Contractor removes or damages the existing sidewalk outside the limits designated by the Engineer for replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer. In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Expansion joints will be required as specified in Section 424.07 except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Performed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway. Saw cuts will be made to provide for smooth joints BETWEEN ALL EXISTING AND PROPOSED WORK. Any damage done to adjacent sidewalks will be replaced by contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 720.12(a) shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR.

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. Where sidewalk is replaced across a driveway, it will be with a 6” thickness. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement.

The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

**Residents shall be notified in writing 24 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.**

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the engineer.

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

The basis for the payment for this work will be the contract unit price per square foot, which includes traffic control, expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, restoration of parkways and any and all other work necessary or incidental (except structure adjustments) to the construction of sidewalks or sidewalk ramps as specified.

#### **ITEM 7 - PORTLAND CEMENT CONCRETE SIDEWALKS AND RAMPS – NEW**

This item shall include excavation and placement of new sidewalk of the thickness specified. Excavation shall include removal of topsoil, sod, and debris encountered to reach the finished grade for sidewalk of the designated thickness. Should the subgrade at this depth be unsuitable for placement of Sidewalk, it shall be removed to a depth specified by the Engineer and CA-14 course aggregate (Section 704) shall then be compacted in place to form a proper subgrade. Compaction shall be to 95% of modified proctor density.

Methods of construction shall conform to the item Portland Cement Concrete Sidewalk Removal and Replacement. The aggregate shall be included as part of this item.

The basis for the payment for this work will be the contract unit price per square foot, which includes traffic control, sidewalk removal, expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, restoration of parkways and any and all other work necessary or incidental (except structure adjustments) to the construction of 5" or 6" sidewalks or sidewalk ramps as specified.

#### **ITEM 8 - PORTLAND CEMENT CONCRETE SIDEWALKS – 7 INCHES**

This item shall include the removal and replacement of Portland Cement Concrete sidewalk of the thickness specified. The work shall include complete removal of those areas which have been marked by the engineer for removal and which are included on a list supplied to the Contractor. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Engineer for removal and replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer. In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Saw cuts will be made to provide for smooth joints BETWEEN ALL EXISTING AND PROPOSED WORK. Any damage done to adjacent sidewalks will be replaced by contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 720.12(a) shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR.

Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

**Residents shall be notified in writing 24 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.**

All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the engineer.

The basis for the payment for this work will be the contract unit price per square foot, which includes traffic control, sidewalk removal, expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, restoration of parkways and any and all other work necessary or incidental (except structure adjustments) to the construction of 7" sidewalks as specified.

#### **ITEM 9 – P.C.C. PAVEMENT REMOVAL**

This work shall be in accordance with the Standard Specifications, insofar as applicable.

This work shall consist of saw cutting (full depth of the existing pavement, removing the existing P.C.C. pavement, preparation of the sub-base, aggregate base repair (if necessary), as directed by the engineer. Excavated materials must be removed from the site as work progresses and may not be temporarily stored on site.

All debris shall be cleaned-up and removed before the end of each working day and be disposed of offsite at the contractors entire expense. Cleanup and restoration of adjacent areas, restoration of parkway and

lawn areas shall consist of 4" topsoil, seed and blanket.

The aggregate base repair material shall be limited to CA-6 crushed stone or crushed gravel.

This work shall be paid for at the contract unit price per square yard of Pavement Removal, which price will be payment in full for pavement removal, full depth saw cut, disposal of existing materials, shaping, compaction, labor, equipment and incidental expenses necessary to complete the work specified.

**ITEM 10 - P.C.C. PAVEMENT REPLACEMENT – CLASS PP – 7 to 9 INCHES**

This work shall conform to applicable sections of the Standard Specifications and shall consist of replacing pavement that was removed. The pavement replacement shall be limited to high early strength Portland cement concrete replacement of the thickness specified using dowels and tie bars as shown in the details.

The concrete used shall be Class PP Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116.

P.C.C. Pavement Replacement will be paid for at the contract unit price per square yard.

**ITEM 11 - P.C.C. PAVEMENT REPLACEMENT – CLASS SI**

This work shall conform to applicable sections of the Standard Specifications and shall consist of replacing pavement that was removed. The pavement replacement shall be limited to high early strength Portland cement concrete replacement of the thickness specified using dowels and tie bars as shown in the details.

The concrete used shall be Class PP Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116.

P.C.C. Pavement Replacement will be paid for at the contract unit price per square yard.

**ITEM 12 – P.C.C. PAVEMENT PATCH – CL B TYPE III – 7 INCHES**

This work shall conform to applicable sections of the Standard Specifications and shall consist of replacing pavement that was removed. The pavement replacement shall be limited to high early strength Portland cement concrete replacement of the thickness specified using dowels and tie bars as shown in the details.

The concrete used shall be Class PP Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116.

P.C.C. Pavement Patch CL B Type III 7 inches will be paid for at the contract unit price per square yard.

**ITEM 13 – P.C.C. PAVEMENT PATCH – CL C – 9 INCHES**

This item shall consist of providing all labor, materials, and equipment necessary to construct pavement patches in accordance with applicable sections of the Standard Specifications. No unit price differentiation will be permitted. All patches where material has been removed must be replaced by the end of each working day and no open holes shall remain overnight.

P.C.C. Pavement Patch CL C 9 inches will be paid for at the contract unit price per square yard.

#### **ITEM 14 – P.C.C. PAVEMENT PATCH – CONTINUOUS REINFORCEMENT**

This item shall consist of the removal of existing concrete pavement, the necessary excavation and replacement with Continuously Reinforced Portland Cement Concrete Pavement.

This item shall be in accordance with the applicable portions of the “Standard Specifications for Road and Bridge Construction”, latest edition.

Work shall be according to Section 442 of the “Standard Specifications for Road and Bridge Construction”, latest edition and the applicable portions of the Illinois Department of Transportation Highway Standard - 442001-04 Class A Patches. 18-inch long No. 6 dowel bars shall be drilled into the existing concrete pavement with a minimum 8-inch embedment and epoxy grout at 12-inch centers. No. 6 continuous transverse and longitudinal rebar shall be installed at 12-inch centers with a minimum 2-inch clearance from the concrete surface and a minimum 3-inch clearance on all pavement edges. A protective membrane-curing coat shall be applied to all concrete surfaces.

This work will be paid for at the contract unit price per SQUARE YARD for PORTLAND CEMENT CONCRETE PAVEMENT PATCHING – CONTINUOUS REINFORCEMENT measured in place, which price shall include full depth saw cutting of existing pavement, removal of existing pavement regardless of the existing reinforcement, excavation, removal and disposal of excavated material, granular materials as needed, expansion joints, tie bars, dowel bars, reinforcement bars, curing compound, protective coat, traffic control and protection, and all labor, materials and equipment necessary to complete construction.

#### **ITEM 15 - P.C.C. PAVEMENT REPLACEMENT – CLASS PP – 10 INCHES**

This work shall conform to applicable sections of the Standard Specifications and shall consist of replacing pavement that was removed. The pavement replacement shall be limited to high early strength Portland cement concrete replacement of the thickness specified using dowels and tie bars as shown in the details.

The concrete used shall be Class PP Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116.

P.C.C. Pavement Replacement will be paid for at the contract unit price per square yard.

#### **ITEM 16 - P.C.C. PATIO REMOVAL AND REPLACEMENT**

This item shall consist of the removal of existing patios and replacement as directed by the Engineer. Stair work will be paid for under this pay item.

This item shall be paid for at the contract unit price per square foot for Portland Cement Concrete Patio

Removal and Replacement which price shall be payment in full for all labor, material, and equipment necessary for the removal and disposal of the existing patio and construction and finishing of the new patio.

The materials used shall be in accordance with the applicable portions of Section 1020 of the "Standard Specification for Road and Bridge Construction", latest edition and all Local Codes and Ordinances. Portland Cement Concrete material shall consist of a (4000 PSI, 6 bag mix) unless otherwise specified.

Patio removal and replacement shall be 5" (125 mm) thick or match existing, whichever is greater.

This item shall be in accordance with the applicable portions of Sections 424 and 440 of the "Standard Specification for Road and Bridge Construction", latest edition.

Patios are located in rear yards of residential areas. There is no access to area with a motorized vehicle and patio removal and replacement will require the contractor to transport material and equipment with a wheelbarrow.

For patios that are not replaced in their entirety or are immediately adjacent to another patio and that pass over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench into the adjacent concrete. Reinforcement shall be incidental to the cost of the pay item.

A one (1) inch (25 mm) thick, full depth preformed expansion joint shall be installed wherever a proposed patio abuts an existing patio or where the patio will not be replaced in its' entirety.

All new Portland Cement Concrete Patio shall be treated with a protective coat application, and the cost shall be considered incidental to the contract unit price of the Portland Cement Concrete Patio Removal and Replacement.

#### **ITEM 17 - VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, sheeting, shoring and bracing materials and their installation and removal, dewatering, flow control, abandoning existing catch basin/inlet leads, saw cutting. This item shall also include new manhole/catch basin/inlet base section, concrete bench, riser, top/cone section, adjusting rings, along with the manhole/catch basin/inlet installation; frame and lid or grate; adjustment; remove and replace; or abandonment. Internal rubber sleeve frame/chimney seal installed as part of sanitary manhole adjustment and reconnection of existing lines shall be considered incidental to this item. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

#### **ITEM 18 - VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED (SPECIAL)**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

New castings to replace old castings will be provided by the City to be installed by the contractor where deemed necessary by the Engineer; however, if it is necessary to replace the casting because of damage done by the Contractor, the cost of the new casting will be deducted from the Contractor's final estimate.

Replacement frames shall be picked up by the Contractor at Public Works and replaced frames shall be stockpiled at Public Works for the City by the Contractor.

**ITEM 19 – VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE RECONSTRUCTED (SPECIAL)**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

**ITEM 20 – COMBINATION CURB AND GUTTER REMOVAL**

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal of existing curb and gutter, or curb. Sections to be removed must be broken out at an existing joint or must be sawcut a minimum of two inches to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Engineer and is subject to approval by him.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Payment will be made at the contract unit price per linear foot of Combination Curb and Gutter Removal.

**ITEM 21 – COMBINATION CURB AND GUTTER REPLACEMENT**

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of replacement of removed curb and gutter. The new curb must be depressed for wheel chair ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Engineer and is subject to approval by him. Contraction joints shall be sawed according to Section 606.06 every fifteen feet or at wider spacing if required by the Engineer. All sawed contraction joints will be filled according to Section 420.14 (a). Other joints required will be according to Section 606.06 only, with transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joint will be required.

Prior to placing new curb and gutter section, the contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the engineer for replacement, the contractor will be required to remove and replace that portion at his own expense to the satisfaction of the engineer. Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Payment will be made at the contract unit price per linear foot of Combination Curb and Gutter Replacement.

**ITEM 22 – COMBINATION CURB AND GUTTER REPLACEMENT – M3.12**

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of replacement of removed curb and gutter with the specified type. The new curb

must be depressed for wheel chair ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Engineer and is subject to approval by him. Contraction joints shall be sawed according to Section 606.06 every fifteen feet or at wider spacing if required by the Engineer. All sawed contraction joints will be filled according to Section 420.14 (a). Other joints required will be according to Section 606.06 only, with transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joint will be required.

Prior to placing new curb and gutter section, the contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the engineer for replacement, the contractor will be required to remove and replace that portion at his own expense to the satisfaction of the engineer. Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Payment will be made at the contract unit price per linear foot of Combination Curb and Gutter Replacement – M3.12.

#### **ITEM 23 – COMBINATION CURB AND GUTTER REPLACEMENT – B6.12**

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of replacement of removed curb and gutter with the specified type. The new curb must be depressed for wheel chair ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Engineer and is subject to approval by him. Contraction joints shall be sawed according to Section 606.06 every fifteen feet or at wider spacing if required by the Engineer. All sawed contraction joints will be filled according to Section 420.14 (a). Other joints required will be according to Section 606.06 only, with transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joint will be required.

Prior to placing new curb and gutter section, the contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the engineer for replacement, the contractor will be required to remove and replace that portion at his own expense to the satisfaction of the engineer. Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Payment will be made at the contract unit price per linear foot of Combination Curb and Gutter Replacement – B6.12.

#### **ITEM 24 – COMBINATION CURB AND GUTTER REPLACEMENT – B6.18**

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of replacement of removed curb and gutter with the specified type. The new curb must be depressed for wheel chair ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Engineer and is subject to approval by

him. Contraction joints shall be sawed according to Section 606.06 every fifteen feet or at wider spacing if required by the Engineer. All sawed contraction joints will be filled according to Section 420.14 (a). Other joints required will be according to Section 606.06 only, with transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joint will be required.

Prior to placing new curb and gutter section, the contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the engineer for replacement, the contractor will be required to remove and replace that portion at his own expense to the satisfaction of the engineer. Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Payment will be made at the contract unit price per linear foot of Combination Curb and Gutter Replacement – B6.18.

#### **ITEM 25 – COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT – B6.24**

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of the removal and replacement of removed curb and gutter with the specified type. The new curb must be depressed for wheel chair ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Engineer and is subject to approval by him. Sections to be removed must be broken out at an existing joint or must be sawcut a minimum of two inches to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Engineer and is subject to approval by him. Contraction joints shall be sawed according to Section 606.06 every fifteen feet or at wider spacing if required by the Engineer. All sawed contraction joints will be filled according to Section 420.14 (a). Other joints required will be according to Section 606.06 only, with transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joint will be required.

Prior to placing new curb and gutter section, the contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the engineer for replacement, the contractor will be required to remove and replace that portion at his own expense to the satisfaction of the engineer. Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Payment will be made at the contract unit price per linear foot of Combination Curb and Gutter Removal and Replacement – B6.24.

#### **ITEM 26 – ADA PANELS – WILMETTE**

The contractor shall provide and install bright yellow, pre-stamped stainless steel panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the engineer. These ramp panels shall comply with Highway Standard 424001 "Curb Ramps for Sidewalks" and shall be of the type *MetaPanels TM, manufactured by Metadome, by: Pioneer Supply - (262) 560-1720*. Any

ramp panel substitutions must be submitted in writing to ENGINEER for approval.

Basis of Payment: Providing and installing the ramp panels will be included with the contract unit price for all ADA PANELS - WILMETTE work, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as herein specified and to the satisfaction of the engineer.

#### **ITEM 27 – DETECTABLE WARNINGS – NORTHFIELD**

To comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG), all new construction or reconstruction projects are required to utilize truncated domes on all pedestrian curb ramps; medians and pedestrian refuge islands; at-grade railroad crossings; alley and commercial drive crossings with traffic control devices; or other locations where pedestrians are required to cross a hazardous vehicular way (IDOT Memo 2004-18).

Detectable warnings shall consist of a surface of truncated domes aligned in a square pattern (parallel alignment) or triangular pattern. Dome spacing, dome size, and detectable warning locations are shown in Highway Standard 424001 “Curb Ramps for Sidewalks”.

Detectable warning surfaces shall be colored red and shall extend 24 inches in the direction of travel and the full width of the curb ramp, landing, or sidewalk (IDOT Memo 2004-18). The contractor shall provide and install pre-stamped Anti-Corrosion panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the engineer. These ramp panels shall comply with Highway Standard 424001 “Curb Ramps for Sidewalks”. All ramp panels must be submitted in writing to engineer for approval.

Basis of Payment: Providing and installing the ramp panels will be included with the contract unit price for all DETECTABLE WARNINGS - NORTHFIELD work, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as herein specified and to the satisfaction of the engineer.

#### **ITEM 28 – DETECTABLE WARNINGS – LAKE FOREST**

Detectable Warning insert materials and installation in locations shown on drawings or where directed by Engineer. Detectable warnings shall be 24”x48” rectangular panels inserted into the wet concrete according to the installation instructions of the manufacturer and at the direction of the Engineer.

Basis of Payment: Providing and installing the ramp panels will be included with the contract unit price per square foot for all DETECTABLE WARNINGS – LAKE FOREST work, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as herein specified and to the satisfaction of the engineer.

#### **ITEM 29 – DETECTABLE WARNINGS – WINNETKA**

All accessible ramps at those locations shown on the plans or as directed by the Engineer shall be constructed with DETECTABLE WARNINGS, in accordance with the Americans with Disabilities Act (ADA) standards, and Section 424.09 of the Standard Specifications for Road and Bridge Construction, latest edition. The detectable warnings shall consist of Neenah Foundry Detectable Warning Plates, undipped, natural finish, 2-foot square plates. The detectable warning plates shall extend across the width of the ramp (2 plates, typical), leaving the outermost 6” perimeter of the ramp untextured, plain concrete.

The plates shall be placed such that the top of the truncated domes are flush with the surrounding surface of concrete. The provision of materials, equipment and labor for the placement of DETECTABLE WARNINGS – WINNETKA shall be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS - WINNETKA. Placement, finishing and curing shall conform to the above noted specifications, and as directed by the Engineer.

### **ITEM 30 – DETECTABLE WARNINGS – HIGHLAND PARK**

This work shall consist of installing detectable warning plates at the locations determined by the engineer. The detectable warning shall be Neenah R-4984 Detectable Warning Plates or approved equal.

Basis of Payment: Providing and installing the ramp panels will be included with the contract unit price per square foot for all DETECTABLE WARNINGS – HIGHLAND PARK work, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as herein specified and to the satisfaction of the engineer.

### **ITEM 31 - TRAFFIC CONTROL AND PROTECTION**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This item consists of furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

The contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the contractor shall provide traffic control devices in accordance with State of Illinois Standard “701501-02”.

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Engineer.

No work shall proceed unless all traffic control devices are in place as specified herein or as directed by the engineer.

All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

Traffic Control and Protection required under the various State Standards will be measured on a lump sum basis only once. Additional flagmen, fencing, signs, or barricades as may be required by the Engineer for safe movement of traffic and pedestrians shall be incidental to this item and included in the unit price.

This work will be paid for at the contract unit price, lump sum for Traffic Control and Protection, which price shall be payment in full for all labor, materials, installation, transportation, maintenance, handling flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as directed by the Engineer to complete the work as specified.

**ITEM 32 - TREE GRATE INSTALLATION**

This work shall consist of forming in place for the installation of cast iron tree grates (to be provided by others) at various locations within the business district as marked by the engineer. All locations will be in areas where the existing sidewalk is being replaced. After 24 hours advance notice by the Contractor prior to pouring, all grates will be delivered to the site, at which time the grate shall be set on the form, adjusted to finished grade, and approved by the engineer.

**ITEM 33 – RAISED REFLECTIVE PAVEMENT MARKER**

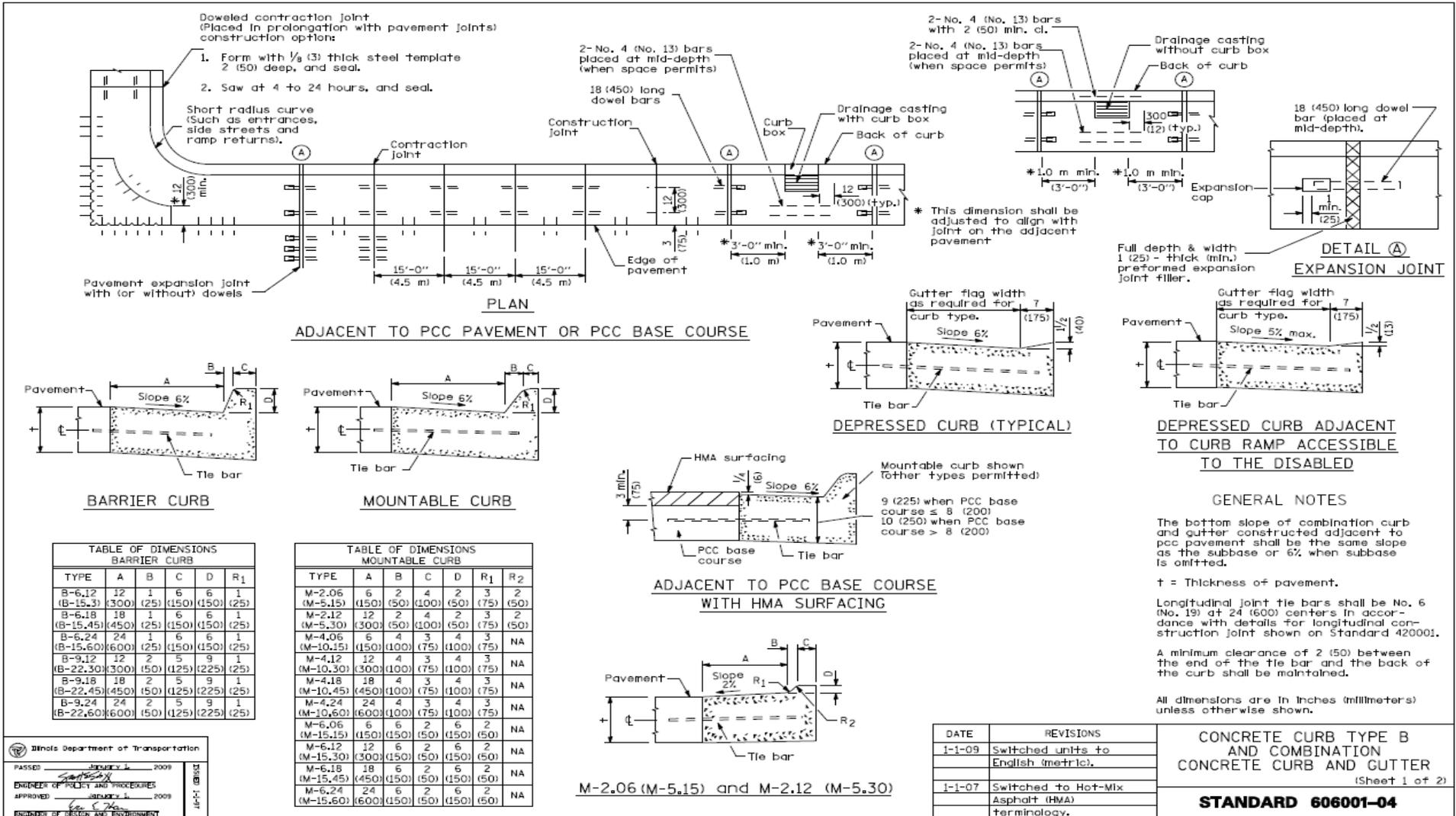
This work shall be done in accordance with the Standard Specifications insofar as applicable.

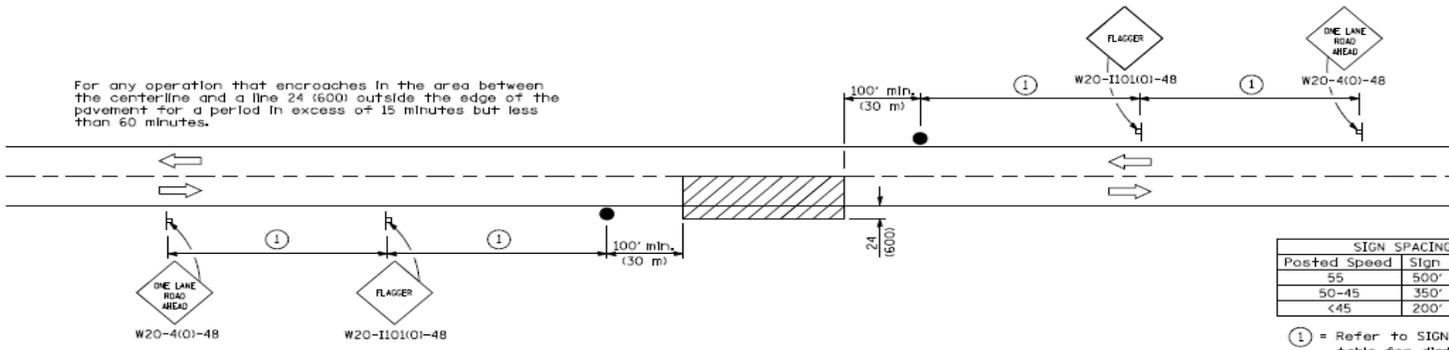
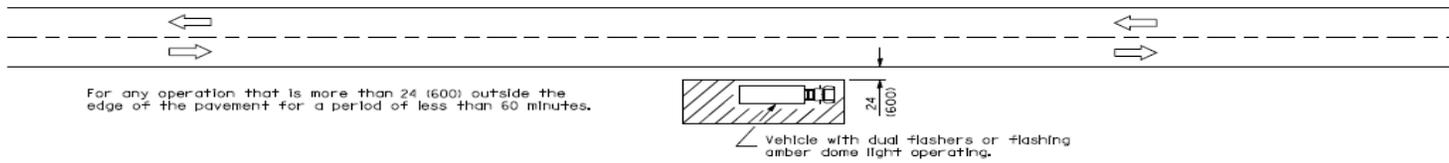
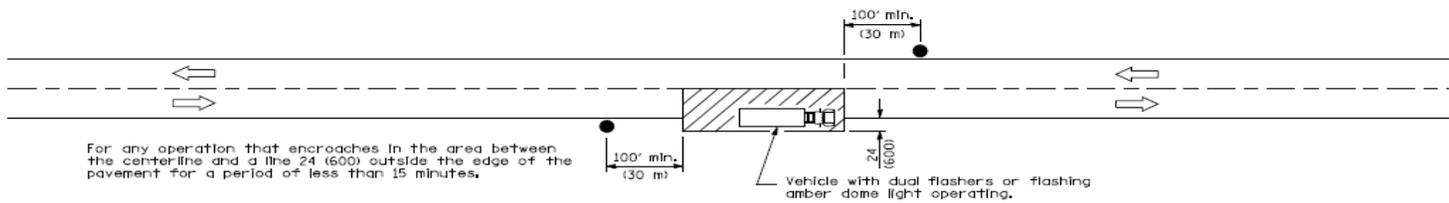
This work shall consist of placing raised reflective pavement markers as directed by the engineer.

Pavement Markers shall be paid for at the unit prices for each.

**END OF SPECIAL PROVISIONS – DETAIL SPECIFICATIONS**

# ATTACHMENT C- Drawings





SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

① = Refer to SIGN SPACING table for distances.

All dimensions are in inches (millimeters) unless otherwise shown.

**TYPICAL APPLICATIONS**

- Marking patches
- Field survey
- String line
- Utility operations
- Cleaning up debris on pavement

**SYMBOLS**

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

Illinois Department of Transportation

APPROVED: January 1, 2009

ENGINEER OF DISTRICTS

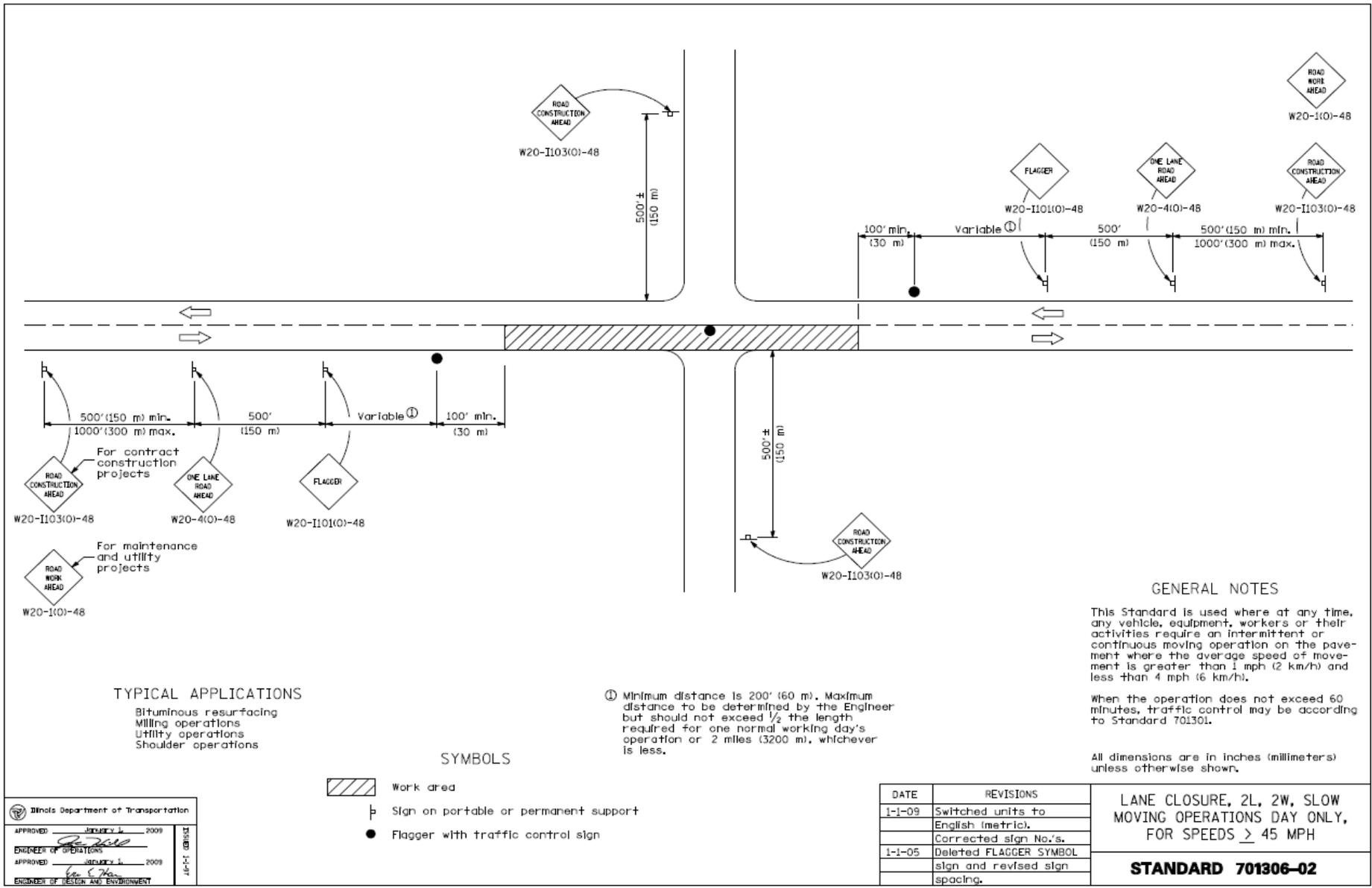
APPROVED: January 1, 2009

ENGINEER OF REGION AND ENVIRONMENT

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-05	Deleted FLAGGER SYMBOL sign.

**LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS**

**STANDARD 701301-03**

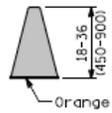


Illinois Department of Transportation	
APPROVED: <i>[Signature]</i> 2009	AUSTIN GIBSON
ENGINEER OF OPERATIONS	
APPROVED: <i>[Signature]</i> 2009	
ENGINEER OF DESIGN AND ENVIRONMENT	

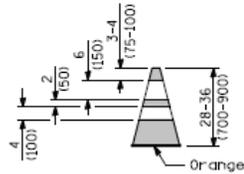
DATE	REVISIONS
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.
1-1-05	Deleted FLAGGER SYMBOL sign and revised sign spacing.

LANE CLOSURE, 2L, 2W, SLOW MOVING OPERATIONS DAY ONLY, FOR SPEEDS ≥ 45 MPH

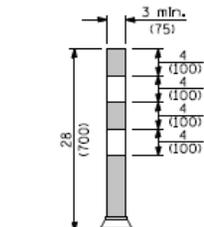
**STANDARD 701306-02**



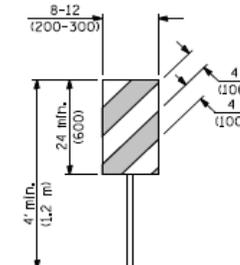
CONE



REFLECTORIZED CONE

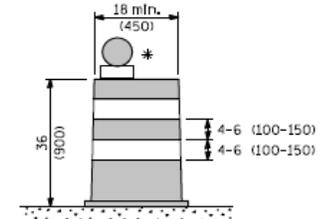


FLEXIBLE DELINEATOR

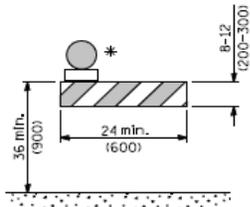


VERTICAL PANEL

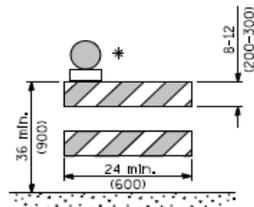
POST MOUNTED



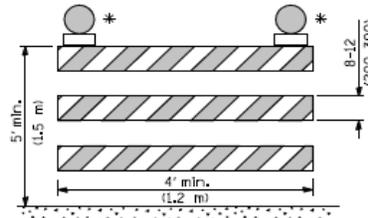
DRUM



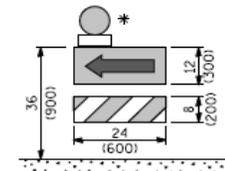
TYPE I BARRICADE



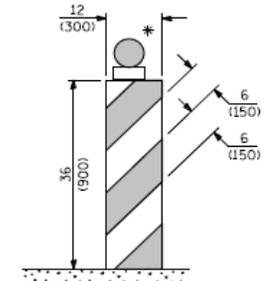
TYPE II BARRICADE



TYPE III BARRICADE



DIRECTION INDICATOR BARRICADE



VERTICAL BARRICADE

\* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED: [Signature] 2009

ENGINEER OF OPERATIONS

APPROVED: [Signature] 2009

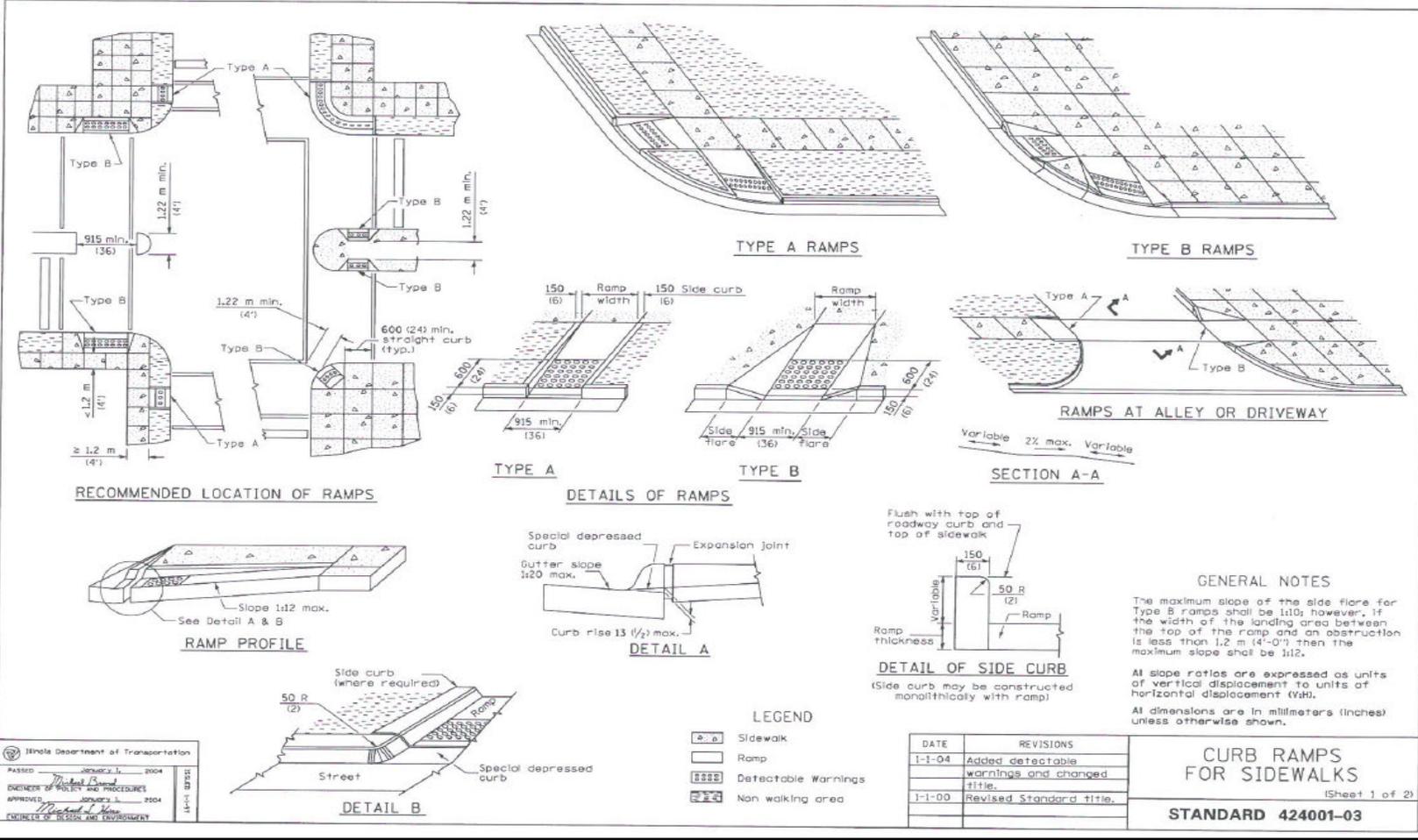
ENGINEER OF DESIGN AND ENVIRONMENT

DATE	REVISIONS
1-1-09	Switched units to English (metric). Omitted light on vertical panel.
1-1-08	Renumbered Standard 702001-06. Rev. note for temp. signs on Sheet 2.

TRAFFIC CONTROL DEVICES

(Sheet 1 of 3)

STANDARD 701901-01



Illinois Department of Transportation  
 PASSED: JUNE 1, 2004  
 ENGINEER OF POLICY AND PROCEDURES: [Signature]  
 APPROVED: JUNE 1, 2004  
 ENGINEER: [Signature]  
 PRINCIPAL OF DESIGN AND ENVIRONMENT

DATE	REVISIONS
1-1-04	Added detectable warnings and changed title.
1-1-00	Revised Standard title.

**GENERAL NOTES**

The maximum slope of the side flare for Type B ramps shall be 1:10; however, if the width of the landing area between the top of the ramp and an obstruction is less than 1.2 m (4'-0") then the maximum slope shall be 1:12.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in millimeters (inches) unless otherwise shown.

**CURB RAMPS FOR SIDEWALKS**  
 (Sheet 1 of 2)  
**STANDARD 424001-03**

**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**

**RESOLUTION NO. R2010-1570**

**RESOLUTION ADOPTING THE PAYMENT FOR THE STATE OF ILLINOIS  
PREVAILING WAGES TO BE EFFECTIVE MAY 1, 2010**

WHEREAS, the Village of Lincolnwood ("Village") is a home rule municipality located in Cook County, Illinois;

WHEREAS, the corporate authorities have considered the findings and recommendations of the Village Administrator for the State of Illinois required adoption of the 2010 prevailing wages.

WHEREAS, the corporate authorities recognize the adoption of the 2010 prevailing wages is required as per the Illinois Prevailing Wage Act.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village hereby adopt the 2010 prevailing wages effective of May 1, 2010.

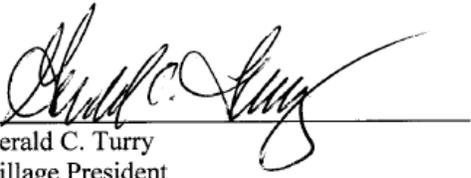
PASSED this 6<sup>th</sup> day of May, 2010.

AYES: Trustees Froman, Leftakes, Elster, Sprogis-Marohn, Patel

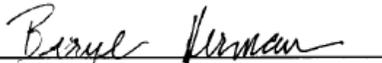
NAYS: None

ABSENT: Heidtke

APPROVED this 6<sup>th</sup> day of May, 2010.

  
\_\_\_\_\_  
Gerald C. Turry  
Village President

ATTEST:

  
\_\_\_\_\_  
Beryl Herman  
Village Clerk

# Request For Board Action

**REFERRED TO BOARD:** May 21, 2013

**AGENDA ITEM NO:** 6

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of a Recommendation by the Plan Commission to Amend Section 3.13(26) of the Zoning Code Entitled "Notice of Violation; Time of Compliance; Complaint" Concerning Fences and Natural Screening

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Zoning Code contains the Village's regulations on fences and natural screening. Currently, Section 3.13(26) of the Zoning Code outlines very specific notice requirements for fence violations, along with compliance deadlines, and references to the Village filing fence complaints with the Circuit Court of Cook County. With the creation of the Administrative Hearing Officer Process, the Village no longer typically files fence complaints with the Circuit Court of Cook County. Moreover, with the exception of the Sign Chapter, no other section of the Zoning Code provides a specific process on enforcement of violations of the Zoning Code.

To eliminate archaic references to filing complaints with the Circuit Court and to provide consistency on how Zoning violations are processed, staff has recommended that the specific and detailed enforcement provisions found in the Zoning Code relating to fences be eliminated. At the December 4, 2012 Village Board meeting, the Village Board referred this proposed text amendment to eliminate these provisions to the Plan Commission for public hearing and consideration.

At its May 1, 2013 meeting, the Plan Commission considered this proposed text amendment to eliminate the section providing a specific enforcement process for fences and natural screening. Except for comments by staff, no other testimony was received by the Plan Commission on this matter.

Staff noted for the Plan Commission that this section in the Code is unique, since violations of all other Zoning Code sections (other than Signs), do not specify a separate enforcement process. Staff also noted for the Commission that this existing code section is inaccurate, since fence violations are now handled through the Administrative Hearing Officer process and not typically through the Circuit Court. Chairman Eisterhold indicated that a separate enforcement provision for fences was included at the time of adopting the fence regulations since the Village at that time did not have any process established for enforcement of fence violations.

The Plan Commission reached a general consensus that Section 3.13(26) was no longer needed and therefore should be eliminated; however, Commissioner Sampen believed that it was not appropriate to eliminate this section and that it should remain in order to have within the Code the process by which violations will be enforced.

Accordingly, by a vote of 3-1, the Plan Commission recommends that Section 3.13(26) of the Zoning Code be eliminated.

**FINANCIAL IMPACT:**

N/A

**DOCUMENTS ATTACHED:**

1. Excerpt from May 1, 2013 Plan Commission Minutes (draft)
2. Staff Report to Plan Commission
3. Section 3.13(26) of the Zoning Code

**RECOMMENDED MOTION:**

**Move to concur** with the recommendation of the Plan Commission to eliminate Section 3.13(26) of the Zoning Code concerning violation notices, time of compliance, and complaints relative to fences and natural screening and direct the Village Attorney to prepare the requisite Ordinance for approval.

DRAFT

May 1, 2013

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

**VIII. PUBLIC HEARING: Accessory Structures – Zoning Code Text Amendment Request: Text Amendment to Permitted Obstructions in Required Yards Section to consider Modifying Regulations Including but Not Limited to Open Balconies, Porches, and Open Patios or Terraces (Continued from March 6, 2013 & February 6, 2013)**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

**IX. PUBLIC HEARING: Compliance Deadlines for Fences – Zoning Code Text Amendment Request: Text Amendment to Consider Modifying or Eliminating Compliance Deadlines Associated with Fence Violations (Continued from March 6, 2013 & February 6, 2013)**

Development Manager Cook explained that under no other Zoning Code section is there a stipulation as to how Staff should move forward to take corrective or enforcement action to handle a violation. That is handled at an internal Staff protocol. Typically, warnings are given with a time frame for compliance. Fences are the only section where there is specific step by step code required compliance. Staff notes this is an oddity and this is not how violations should be handled. Staff recommends elimination in code form the specific steps in fence violations.

Commissioner Sampen indicated that he would like this section to stay. The notice period and compliance period should be kept as a guideline.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to eliminate compliance deadlines for fence violations made by Commissioner Auerbach and Seconded by Commissioner Goldfein. Motion 3-1, Commissioner Sampen Nay.

**X. PUBLIC HEARING: Appeals of Administrative Order or Zoning Officer – Zoning Code Text Amendment Request: Text Amendment to Consider Modification Concerning the Zoning Board of Appeals as the Final Administrative Determination Body for the Village of Lincolnwood (Continued from March 6, 2013 & February 6, 2013)**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to July 10, 2013 made by Commissioner Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

**Agenda Item #10**



**Staff Report  
Plan Commission**

**May 1, 2013**

*Continued from March 6, 2013 & February 6, 2013*

**Subject Property: N/A (Text Amendment)**

**Requested Action:** Text amendment to consider modifying Notice of Violation; Time of Compliance, Complaint Section of the Zoning Ordinance; Section 3.13 (26).

**Nature of Request:** A text amendment is consideration of modifying the compliance deadline for fence violations.

**Petitioner:** Village Board

**Summary**

*Note: Below is the summary provided at the March 6, 2013 & February 6, 2013 Plan Commission meeting. This matter was continued.*

The Zoning Ordinance includes for fence violations only a specific outline of the Notice of Violation requirements, Compliance Deadlines, and Filing Complaints with the Circuit Court of Cook County.

Staff seeks discussion on this section with consideration of the following:

1. Aside from the Sign Chapter, the Zoning Ordinance does not contain any other process on how staff is to proceed with enforcement of violations of any other section/requirement of the Zoning Ordinance.
2. With the Village now handling Zoning Ordinance violations through the Administrative Hearing Officer process any reference to filing directly with Circuit Court of Cook County should be eliminated.
3. Staff prefers to not have compliance deadlines dictated by code as situations differ. There is a protocol in place for all Village employees on how to handle violations. Section 3.13(26) is more lenient than staff protocol in the initial deadline given as well as allowances for a violation to remain during winter months.

**Recommendation**

Staff recommends consideration of eliminating Section 3.13(26). By doing so violation of the Zoning Ordinance relative to fences will be handled the same as other violations of the Zoning Ordinance.

**Attachments:**

1. Zoning Code Excerpt: Article III Section 3.13(26)

(26) Notice of Violation; Time of Compliance; Complaint:

- a. The Village shall serve or cause to be served, by hand delivery, or by certified mail, a copy of the notice of violation on the person or persons who own or occupy the Lot that is the subject of the violation.
- b. Compliance with the regulations set forth in this Section 3.13 shall take place within thirty (30) days after the notice pursuant to subsection a. immediately above, or the property in question may be subject to a re-inspection by the Zoning Officer or his designee and be subject to a re-inspection fee as required in the Village's Fee Ordinance. Further re-inspection fees may apply for each thirty (30) day period that the violation of the regulation remains in effect. If the work required to achieve compliance with these regulations is difficult to perform due to weather conditions during the winter months (November 15th through March 15th), full compliance with these regulations may be temporarily suspended by the Zoning Officer until after March 15th.
- c. If, in the determination of the Zoning Officer, any time after ninety (90) days from the date the notice of violation was issued, there has been no satisfactory response to the notice of violation, or variation sought, or the denial of a sought variation for an illegal nonconforming Fence, the Zoning Officer may file a complaint with the appropriate division of the Circuit Court of Cook County, or before the appropriate administrative body, in the manner provided for the filing of ordinance violation complaints in the name of the Village. If, during the course of the proceeding, compliance with this Article is obtained the Village Attorney may non-suit or otherwise dismiss the complaint.

(27) Emergency Procedures; Nuisance Abatement: In the event that a violation of this Section is creating an imminent threat of serious injury to persons or serious damage to persons or real property and the continuation of the violation poses a substantial threat of injury to persons or property or a substantial interference with the quiet enjoyment of life normally present in the community, an officer of the Village possessing police powers may abate the nuisance creating the violation. Provided further that whenever the owner, occupant, agent or person in possession, charge or control of the Lot upon which the violation is occurring is unknown or cannot readily be found, a Village officer possessing police power may proceed to abate such nuisance without notice. Where the abatement of the nuisance requires continuing acts by the corporate authorities beyond the initial summary abatement and any other additional emergency abatements, it shall seek abatement of such nuisance on a permanent basis through judicial process as soon as reasonably possible. Any costs incurred by the Village in performing emergency work under this Section shall be a lien upon the real estate so affected after the Village files a notice of said lien in the office of the Cook County Recorder of Deeds.