



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:30 P.M., SEPTEMBER 3, 2013**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes** – August 20, 2013 Committee of the Whole Meeting
- IV) Regular Business**
 - 1) Discussion Concerning Parking in the Northeast Industrial Manufacturing District (6:30 – 7:15 p.m.)
 - 2) Discussion Concerning Potential Red-Light Camera Locations (7:15 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: August 30, 2013

DRAFT

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
AUGUST 20, 2013**

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:30 P.M., Tuesday, August 20, 2013 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

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

PRESENT: President Turry, Trustees Cope, Patel, Leftakes, Klatzco, Elster (7:40PM)

ABSENT: Trustee Sprogis-Marohn

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Timothy Clarke, Director of Community Development; Aaron Cook, Development Manager; Robert Merkel, Finance Director; Manuel Castaneda, Public Works Director; Melissa Steirer, Management Analyst; Ashley Engelmann, Assistant to the Public Works Director; Robert Merkel, Finance Director; Fire Chief Michael Hansen, Village Social Worker, Geri Silic; Paul Eisterhold, Plan Commission Chair.

Approval of Minutes

1. The minutes of the July 16, 2013 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Patel moved to approve the minutes as presented. Trustee Cope seconded the motion. Trustee Leftakes abstained. The motion passed by voice vote.

Regular Business

1. Discussion Concerning the Televising of Committee of the Whole Meetings

This item was presented by Mr. Wiberg.

This item was discussed at the Committee of the Whole meeting in February of 2013 at which time the consensus of the Board was not to televise these meetings.

President Turry requested that the item be revisited.

Mr. Wiberg presented background information:

*Last discussed – February 19, 2013

*Instituted in 2003

*Its purpose is to allow more informal discussions concerning policy matters

*No final action is ever taken at a COTW

*The COTW are public meetings

- The packets are emailed to most Village Board/Commission members, 630 people on the email subscription list, and the press
- The packets are available on the web site

COTW Televising Options

1. If the participants sit at the dais, the only cost issue is paying the videographer (\$15.00 per hour)
2. If participants sit at tables, in a workshop format, the following issues are encountered:
 - Eight wireless microphones must be purchased. This would be the maximum number our current audio system could handle. Total estimate cost: \$12,000
 - To allow for future expansion of wireless microphones, for a larger number of participants, a new audio system is needed. Total estimated cost: \$24,000

Discussion ensued with clarification by Mr. Wiberg and President Turry.

Board consensus was to investigate Option 1. The next COTW may be televised in order to gain further information.

2. Discussion Concerning the Placement of Items for the “Consent Agenda” on Village Board Meeting Agendas

This item was presented by Mr. Wiberg using PowerPoint.

Consent Agenda Purpose

*Used to streamline Village Board meeting process

*Speeds up approval of routine business items

There is no legal difference between an item approved on consent or regular business.

Consent Item Eligibility

*Routine business matters

- Lowest bidder award, item included in the budget
- Renewing an Agreement, no significant changes
- Approving a policy issue already discussed at COTW

*Routine items being unanimously recommended by a recommendatory body

- (Significant development approvals for new commercial building will not be on consent agenda)

This item was presented for informational purposes only

3. Discussion Concerning a Recommended Policy on Hoarding

This item was presented by Fire Chief Hansen and Village Social Worker Geri Silic with use of a PowerPoint presentation.

Hoarder Task Force

- Staff responded to 911 calls and complaints and found hoarding conditions
- Created as part of Fire Department Budget Goals 2012/2013
- Formed Task Force to develop Administrative Protocol for Hazardous Home Site

Hoarder Task Force Goals

- Gain a better understanding of hoarding
- How to manage hoarding cases
- Develop and maximize Village resources
- Develop innovative and human interventions
- Educate the public
- Involve and educate Village staff

Discussion ensued.

This item was presented for informational purposes only.

Resident Margo Eisenhammer of 6566 Kilpatrick addressed the Board regarding the clean-up of a neighboring residence which had had a fire. This was determined to be on subject because the contents of the house indicated hoarding which has slowed the clean-up process.

Resident Dena Kandoolis of 4612 Devon addressed the Board regarding an issue with stones on her property. This item had already been brought to the attention of Staff and was being investigated

4. Discussion Concerning the Lincoln/Touhy Tax Increment Financing District

This item was presented by Mr. Wiberg and Mr. Clarke with use of a PowerPoint presentation.

Mr. Wiberg presented background information. North Capitol Group has acquired extra sites on Lincoln Avenue north of the hotel site and had requested that these sites be included in the TIF.

The process for adding sites had been identified.

North Capitol Group has removed its request. No further discussion is necessary on this topic.

5. Discussion Concerning the Posting of Restaurant Health Inspections

This item was presented by Mr. Petroschius with use of a PowerPoint presentation.

The item has returned to COTW from the June meeting.

The question at hand is whether the postings should be on-line or on business premises.

Current Practice

- Lincolnwood contracts with the Cook County Department of Public Health which completes inspections
- Inspectors subtract violations from a 100 point scale
- 80-100 points – Pass and continue operations
- 79-61 points – failed inspection, notice and re-inspection required within two weeks
- 60 or less – immediate closure

Violations and actions were presented

It was noted that residents can submit Freedom of Information Act (FOIA) requests to the Village Manager for the most recent inspection report of a food establishment.

Options were presented for Public Display of Health Inspection Scores

Research shows that there is a positive relationship between posting health inspection grade cards and a decrease in the number of foodborne illnesses. Posting health inspections caused scores to increase.

Practices in the cities of Chicago, Champaign, and Palatine were presented.

Village Board Consideration

- April 2, 2013 Committee of the Whole
- Matter was discussed
- No decision
- Concerns of onsite posting's negative impact on attracting new restaurants – directed staff to contact Village of Palatine and their Chamber of Commerce
- Deferred to EDC

Research results from Palatine and their Chamber of Commerce were presented

EDC Input Sought – May 22

*Posting onsite would be beneficial

*Posting scores would be confusing

- Public does not know Village Scoring System

*Recommended 5-0 onsite posting letter grade system

- A – 90-100
- B-80-89
- C-61-79(Re-inspection Required)
- 60 or less not needed – immediate closure

*Audience Present

- One Lincolnwood Restaurant Owner – Concerns about inspection process
- Illinois Restaurant Association – Did not object to onsite posting – Favored pass/fail posting instead of a score or letter grade

COTW – June 4, 2013

*No consensus to proceed

*Requested Feedback

- Chamber of Commerce
- Survey Food Establishments

Survey Results

*19 Responses (26% Response Rate)

*16 Oppose (84%)

*2 Support (11%)

*1 Indifferent (5%)

*10 Comments

- Signage clutter
- Concerned about additional requirements
- “Bad for Business”

Options

- Status Quo – FOIA only method to obtain inspection information
- Publish inspection scores on website
- Publish inspection scores onsite of food establishment
- Publish letter grade onsite – Conceptual Letter Grade

Jackie Boland, Lincolnwood Chamber of Commerce Director addressed the Board. Mrs. Boland provided information and clarification from Chamber members.

Discussion ensued and comments from Trustees were offered.

The consensus of the Board was to post the grades on-line.

Adjournment

At 7:40P.M. Trustee Patel moved to adjourn Committee of the Whole. Trustee Leftakes seconded the motion. The motion was approved by Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: August 30, 2013

SUBJECT: **September 3 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 Parking Needs in the Northeast Industrial Manufacturing District (6:30 – 7:15 p.m.)**

During discussions a few months ago concerning a parking variation request from Z Baking, the Village Board requested that staff review parking needs in the NEID district and discuss potential issues with parking in this area. [Attached](#) is a memorandum from the Community Development Director concerning this issue.

2) **Discussion Concerning Potential Red Light Camera Locations (7:15 – 7:30 p.m.)**

Previously, the Board directed staff to apply for the installation of a new red light camera at south-bound Lincoln Avenue at Touhy Avenue. The Illinois Department of Transportation has denied this request. Therefore, staff is recommending Board approval of at least one other location for the installation of a new red light camera. [Attached](#) is a memorandum from the Police Chief concerning this issue.

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

Memorandum

To: Timothy C. Wiberg
Village Manager

From: Timothy M. Clarke, AICP
Community Development Director

Date: August 29, 2013

Subject: Parking in the Lincolnwood Business Park

Scheduled for the September 3, 2013 COTW meeting, is discussion concerning parking in the Lincolnwood Business Park. The Lincolnwood Business Park is located in the Village's northeast quadrant adjoining the Town Center Mall development and its boundaries strongly align with the boundaries of the Village's first Tax Increment Finance (TIF) District, the North East Industrial District (NEID) TIF District.

As part of improvements to this area, the Village created two off-street public parking lots as well as a designated parkway parking strip. These parking areas were created in the early 2000's and their creation coincided with the development of the Northeast Parkway and its connection across the railroad tracks to Touhy Avenue via Lawndale Avenue. An underlying purpose of the discussion at the September 3, 2013 COTW meeting is to discuss whether additional actions by the Village should be taken in this area regarding parking supply and if so, what measures should be considered.

At the COTW, Staff will present a power point that summarizes the current public parking supply in the area, the existing parking conditions found in the Business Park and recent parking issues that have been voiced. To help frame Village Board discussion, staff will also summarize some considerations regarding likely future parking needs in the area.

For the discussion about future parking needs in this area, staff believes it is useful to consider three types of properties and future development scenarios that likely will occur in this area. These are: 1) development of currently undeveloped/underdeveloped properties located in the area; 2) Development of existing developed properties by way of land assembly with adjoining properties for new development (such as for retail); and, 3) Future use of existing developed properties that will be re-used more-or-less, in their existing condition.

Attached is the power point staff plans to present at the COTW on this matter.

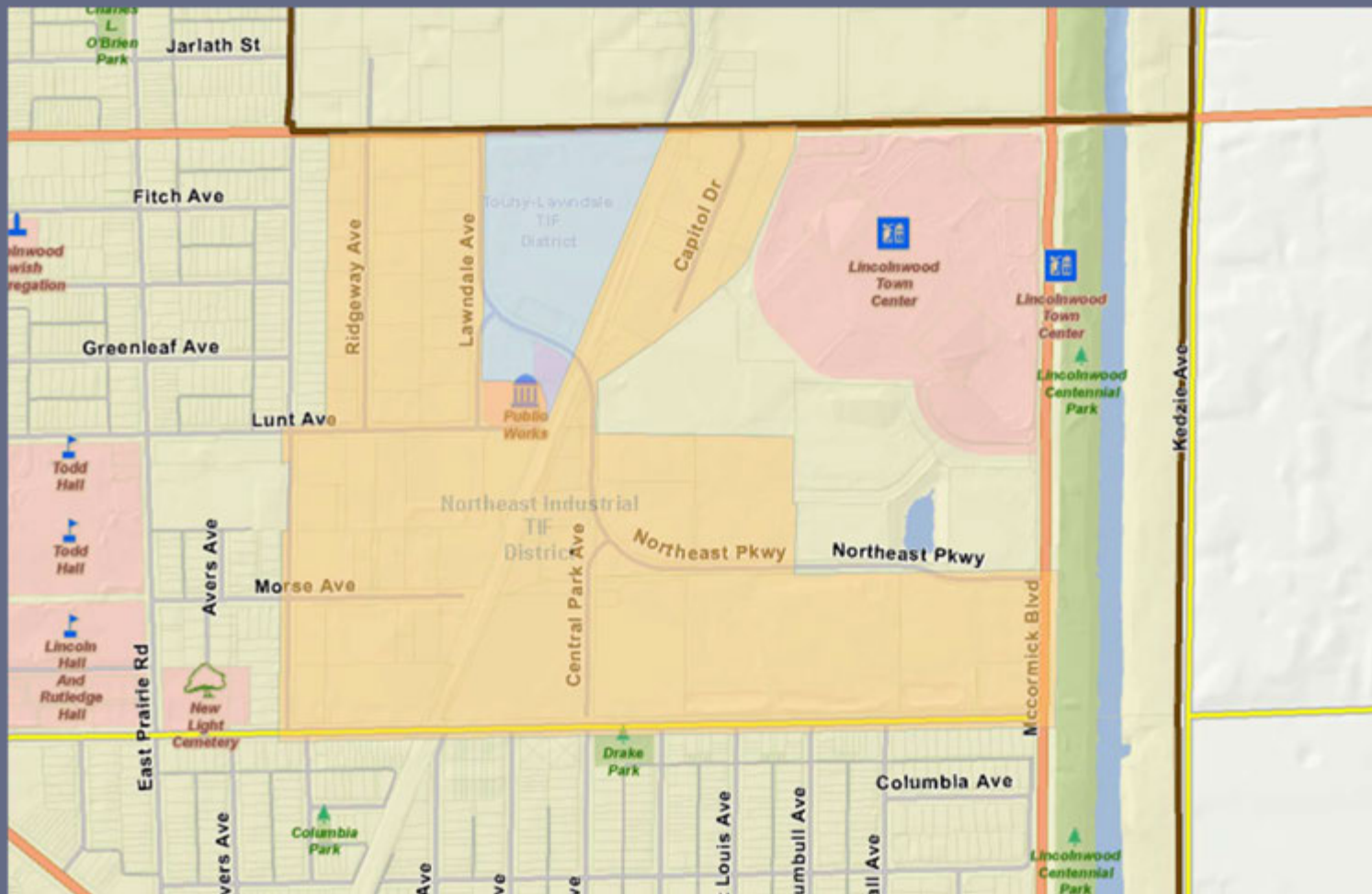
Attachments

1. Power Point Presentation

Parking

Lincolnwood Business Park

Lincolnwood Business Park Area



Parking Discussion Topics

- I. Current Public Parking Supply
- II. Existing Parking Conditions
- III. Recent Parking Issues
- IV. Future Parking Considerations

Parking Principles

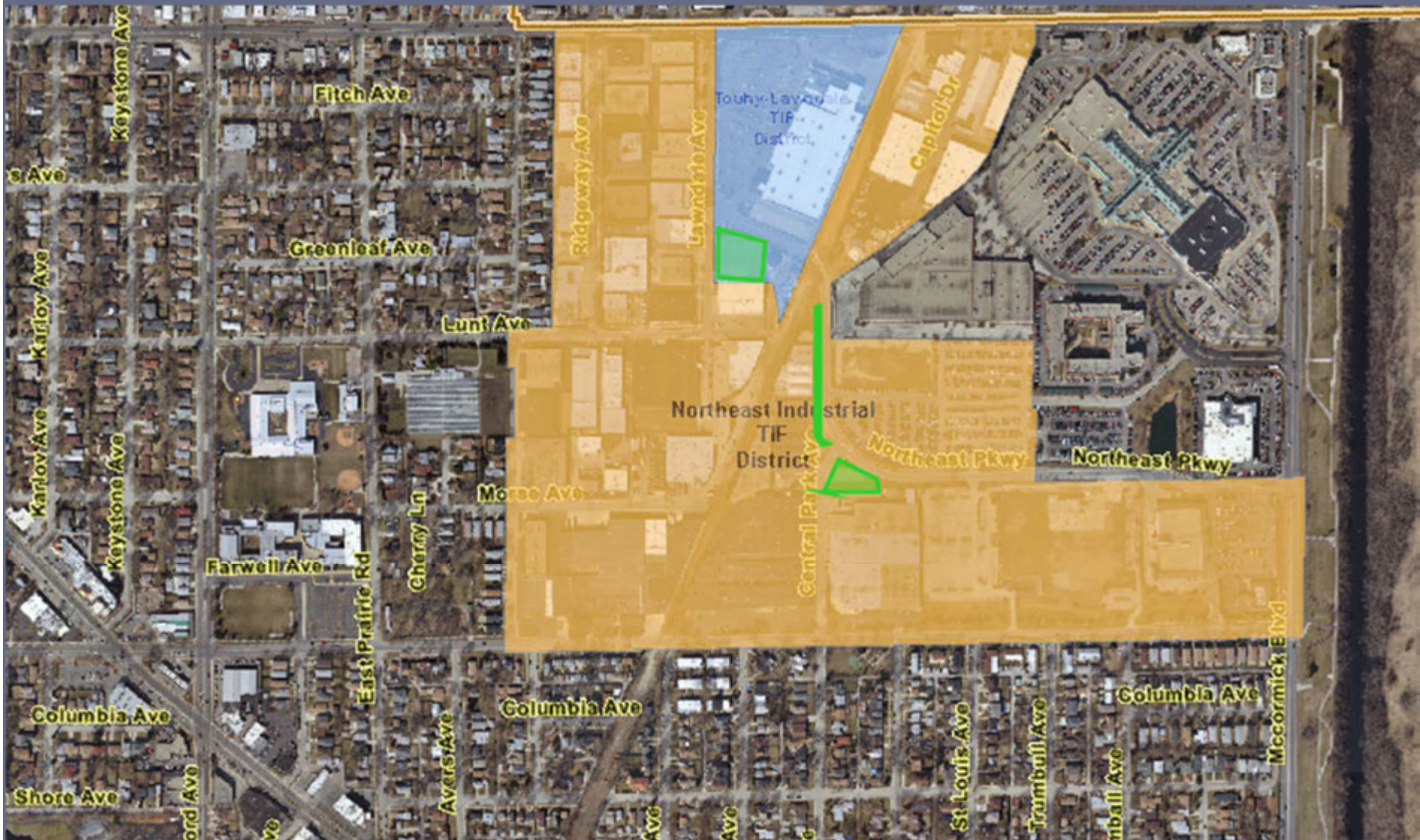
Basic Principles

- Proximity of parking to destination important
- View from parking to destination a key factor
- Parking occurs at closest available space

Items to Consider

- Who is the parking for
 - ☐ Employees
 - ☐ Shoppers
 - ☐ Visitors
- What is the parking for
 - Current/Existing Need
 - New Demand/Future Need

Current Public Parking Locations



Village Public Parking Lot

Located North of Public Works Facility

About 78 parking spaces contained in this lot

Friday Noon April 26

- More than 30 parking spaces not used and available

Monday April 29 10:30am

- More than 40 spaces not used and available

Parking LOT is Currently Not Fully Utilized





Lincolnwood Public Works Yard Improvement

Village of Lincolnwood



Concept Plan- Areas I, II, and III (Total Buildout)

May 4, 2006



Village Public Parking Lot

Central Park/NE Parkway

About 24 parking spaces in this lot

- **Friday Noon April 26**
 - 9 parking spaces available
- **Monday April 29 11:30am**
 - 100% occupied (save for handicap space)

Monday observation: nearby Ravenswood parking lot and ATF lots appeared at capacity and likely generators of parking observed in Village Lot.





Central Park Parkway Parking

- Approximately 32 Parking Spaces Exist
- 13 Parking Spaces Occupied on Thursday
August 29th @11:45AM

-





Existing Conditions

Other Parking

- **On Street Parking**
 - Generally Distributed Throughout District
- **Off Street Parking (private)**
 - Parking lots
 - Non Conforming Parking Layouts
 - Tandem Parking
- **Parking in Parkways**



Morse Avenue



Lawndale @ public parking lot looking south to Lunt



Hamlin looking South



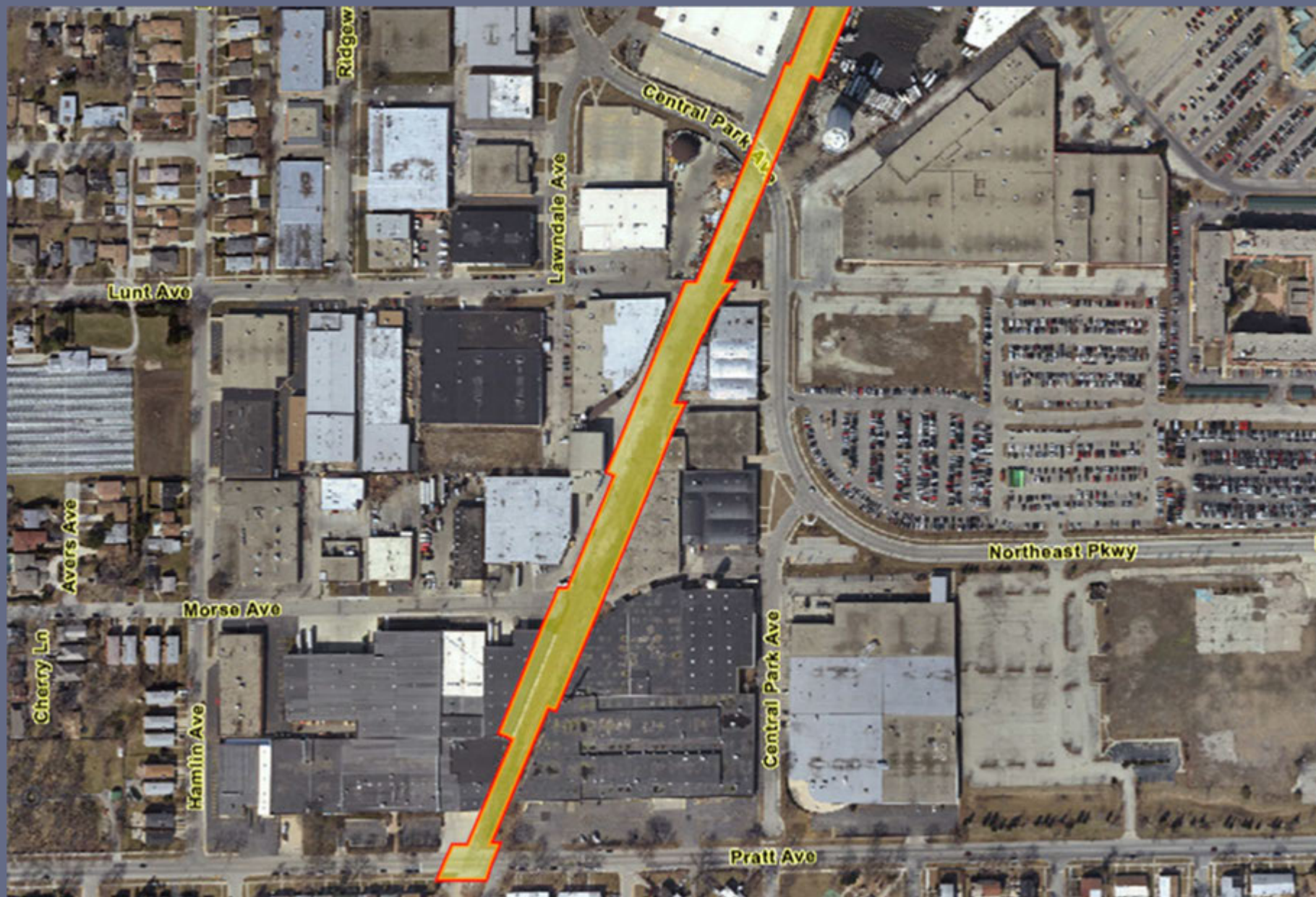


Recent

Business Parking Issues Raised

- **Truck Docking vs. Street Parking**
 - Requests for No Street Parking
- **Concern of Increase in Parking Demand from Proposed New Use Along Central Park**
 - Shore Galley Proposal Hearing
- **Z Baking Parking Variation**

RR ROW



Observations East of RR Track Central Park Avenue

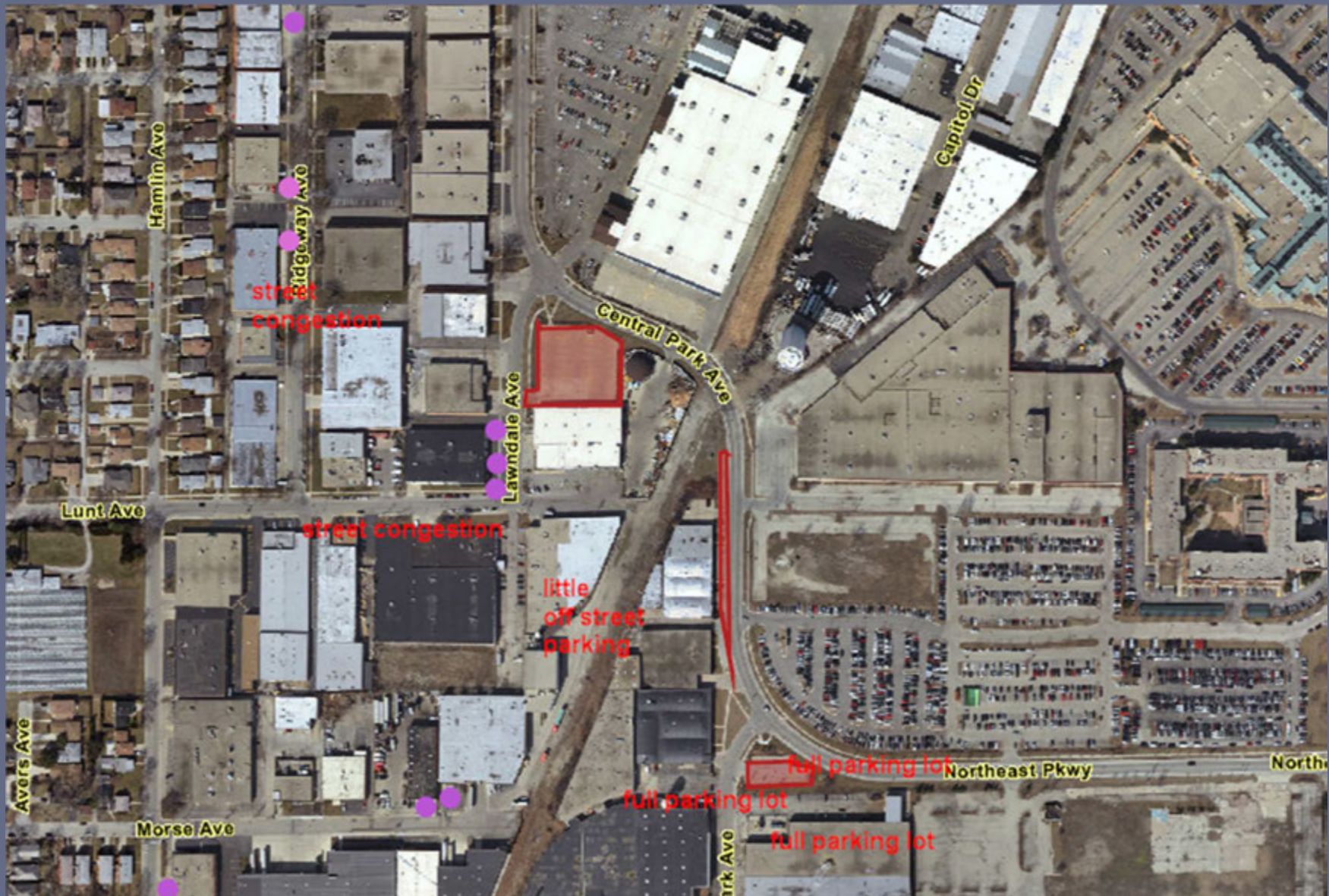


East of RR Tracks

Observations

- Current Village Parking Lot sometimes at capacity
- ATF/Ravenswood lots at Maximum/near capacity during operations
- Buildings north of NE parkway have limited off street parking
- Buildings north of NE parkway have Village created parkway parking

Observations



West of RR Tracks

Observations

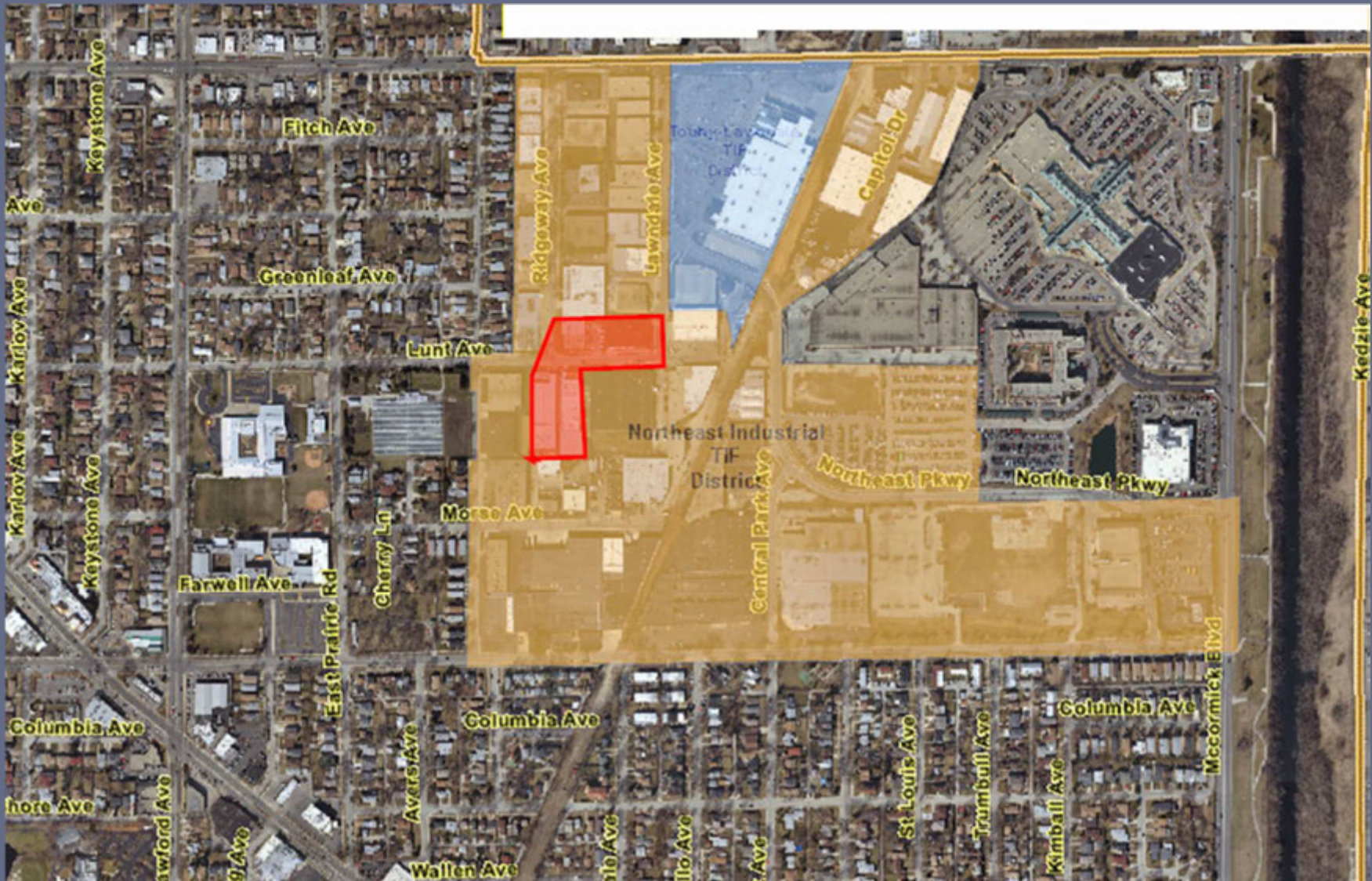
- Existing Lawndale Public Parking Lot Not fully utilized
- Most Congested Area along Lunt
(Ridgeway to Lawndale section)
- Generators of Lunt street congestion appear to be parcels lacking sufficient off street parking
 - Advanced Plastic
 - Food for Thought
 - Parcel @NW corner of Lawndale/Lunt
- Ridgeway Properties/street appears moderately deficient in parking for existing demand

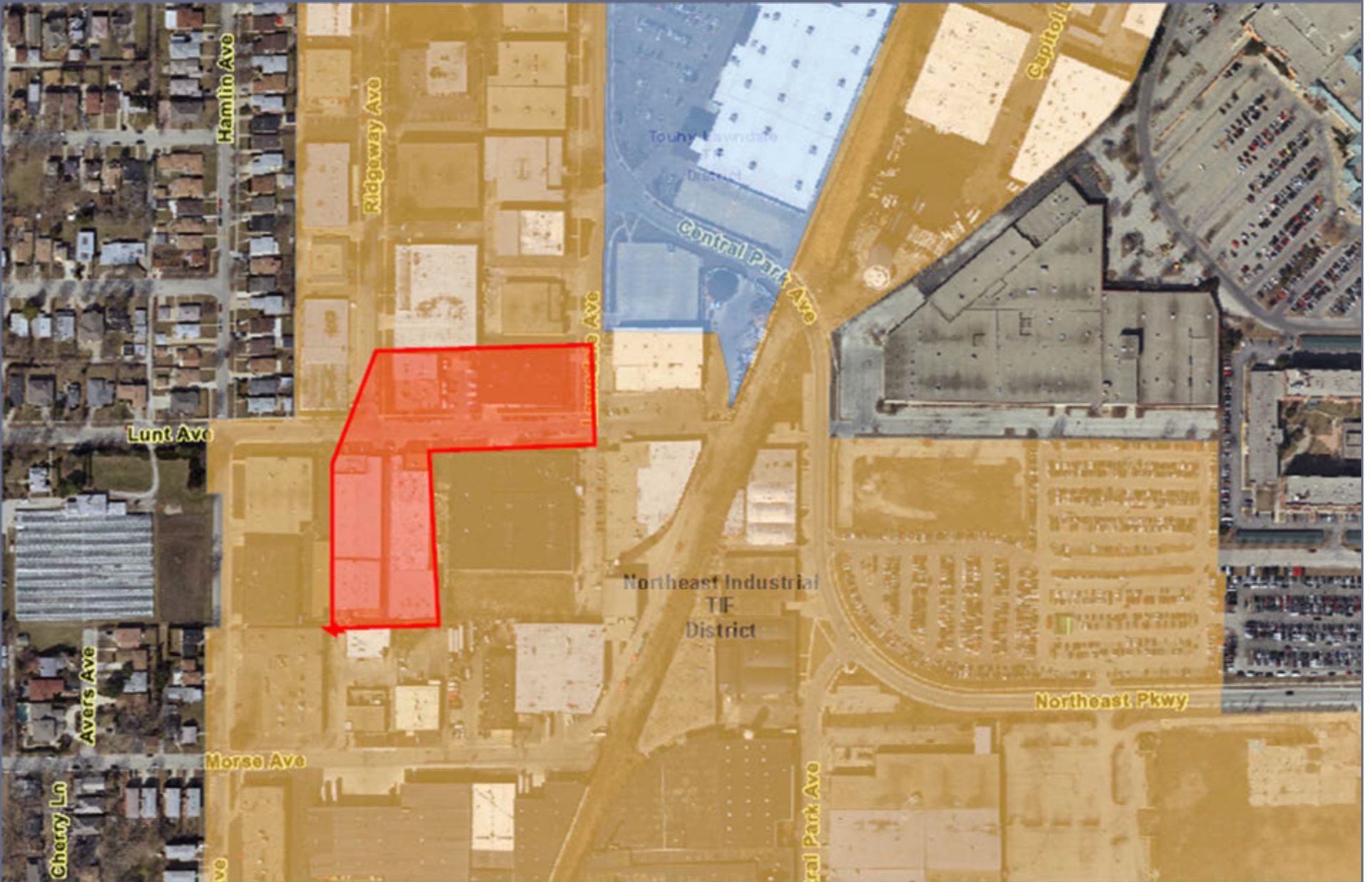
Lunt looking west from Lawndale



Area of Greatest Observed Congestion

Properties Contributing to Street Congestion





Lawndale @ public parking lot looking south to Lunt



Future Parking Demands

considerations

Changes Affecting Parking Demand

- **Changes in Transportation Modes**
 - Public Transportation/Bicycling /Pedestrian
- **Changes in Land Use/Parking Users Types**
 - Employment Center vs. Retail
 - Vacant/New Development Sites vs. Existing Developed Properties

Future Parking Need

Property Types

1. Existing Undeveloped Property
2. Existing Developed Properties that will be Assembled with Adjoining Properties for New Development
3. Reuse of Existing Buildings

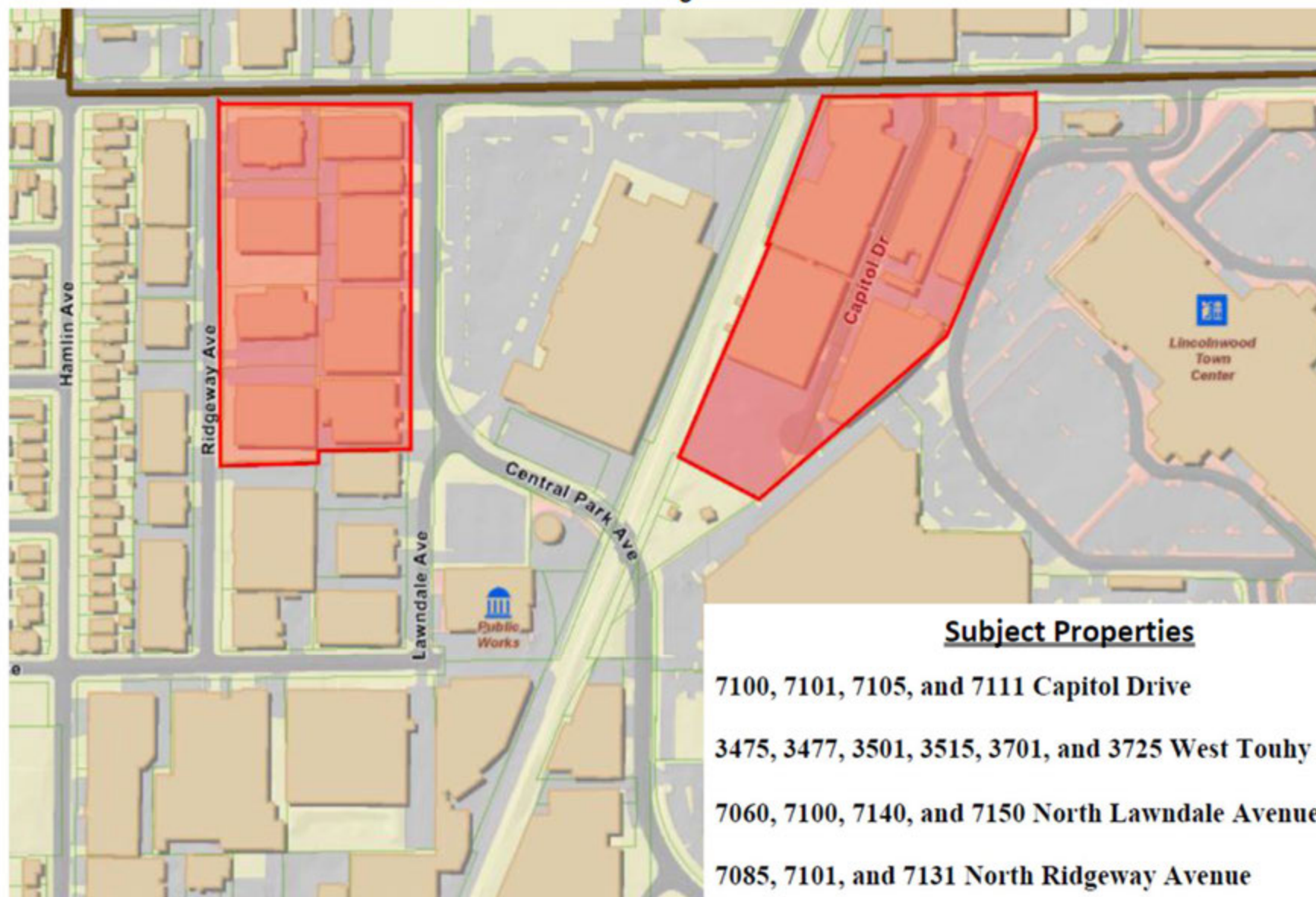
Undeveloped Areas

(Off Street Parking Provided as part of New Development)



Proposed Retail Overlay District

In the MB Zoning District



Subject Properties

7100, 7101, 7105, and 7111 Capitol Drive

3475, 3477, 3501, 3515, 3701, and 3725 West Touhy Avenue

7060, 7100, 7140, and 7150 North Lawndale Avenue

7085, 7101, and 7131 North Ridgeway Avenue

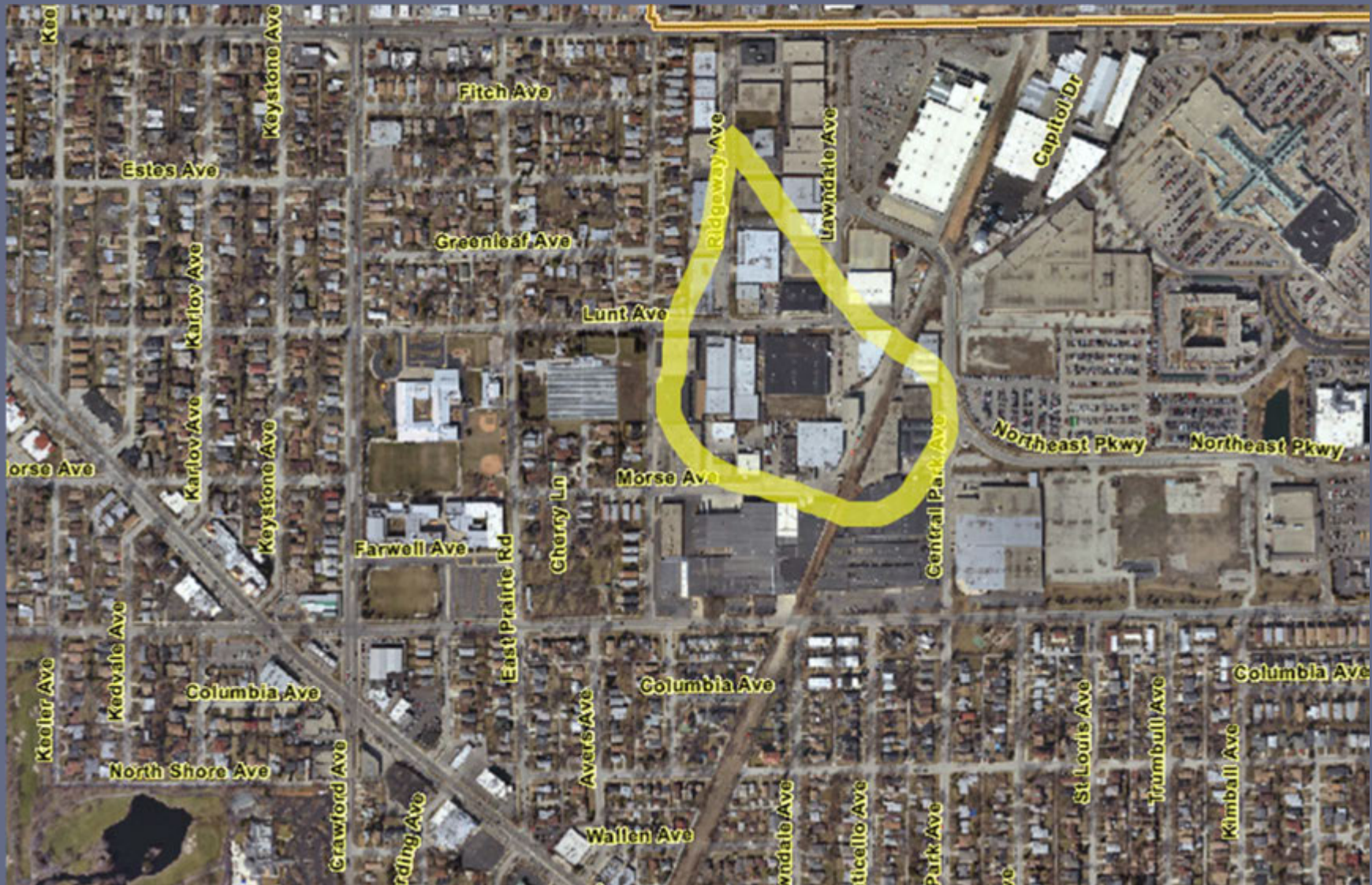
Future Retail Development

- Land Assembly Likely Necessary w/Demolition of Existing Buildings
- Parking Supply for Retail Provided by Developer as Part of Land Assembly & New Construction

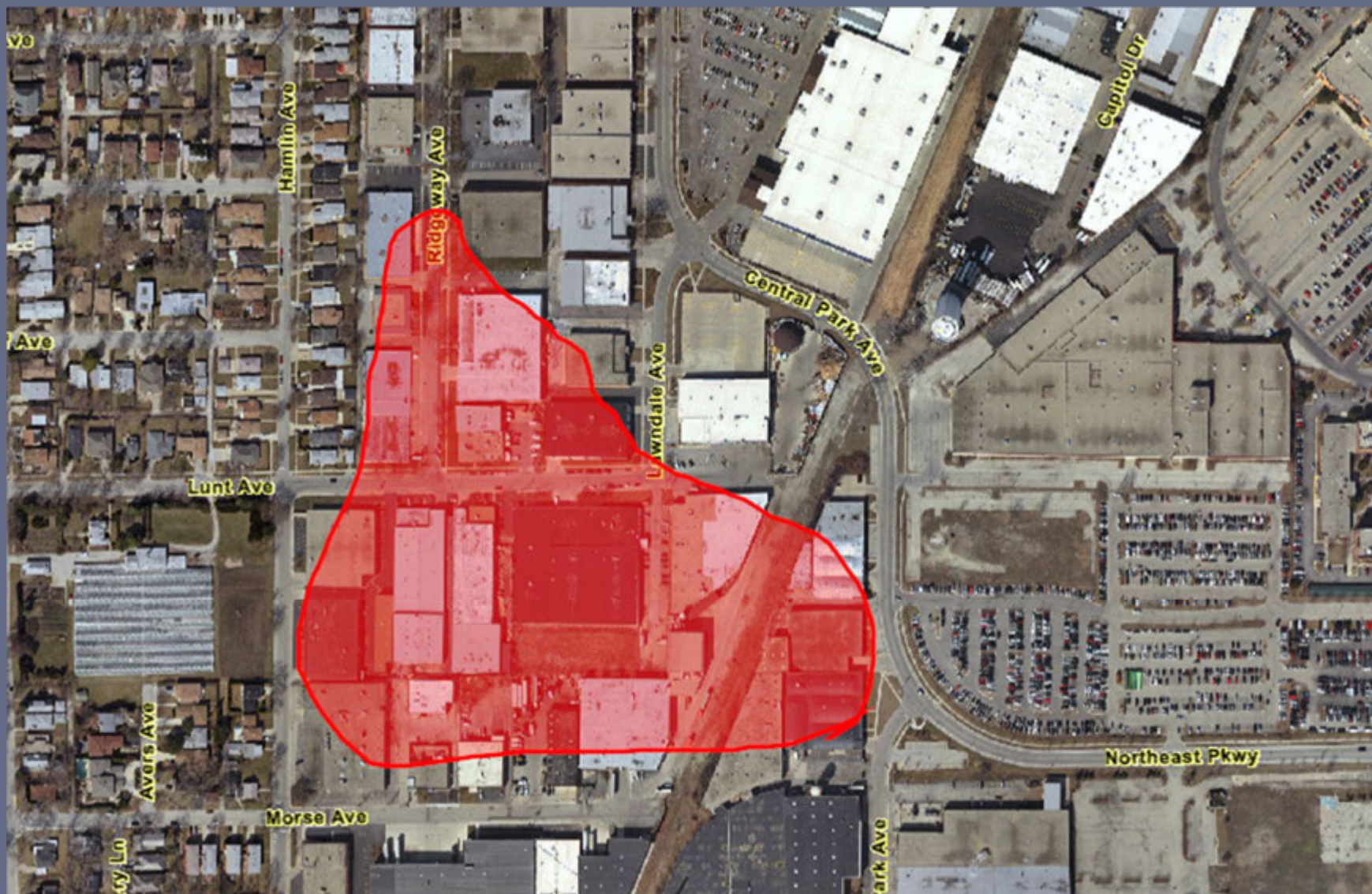
ReUse of Existing Buildings with Limited Existing Parking

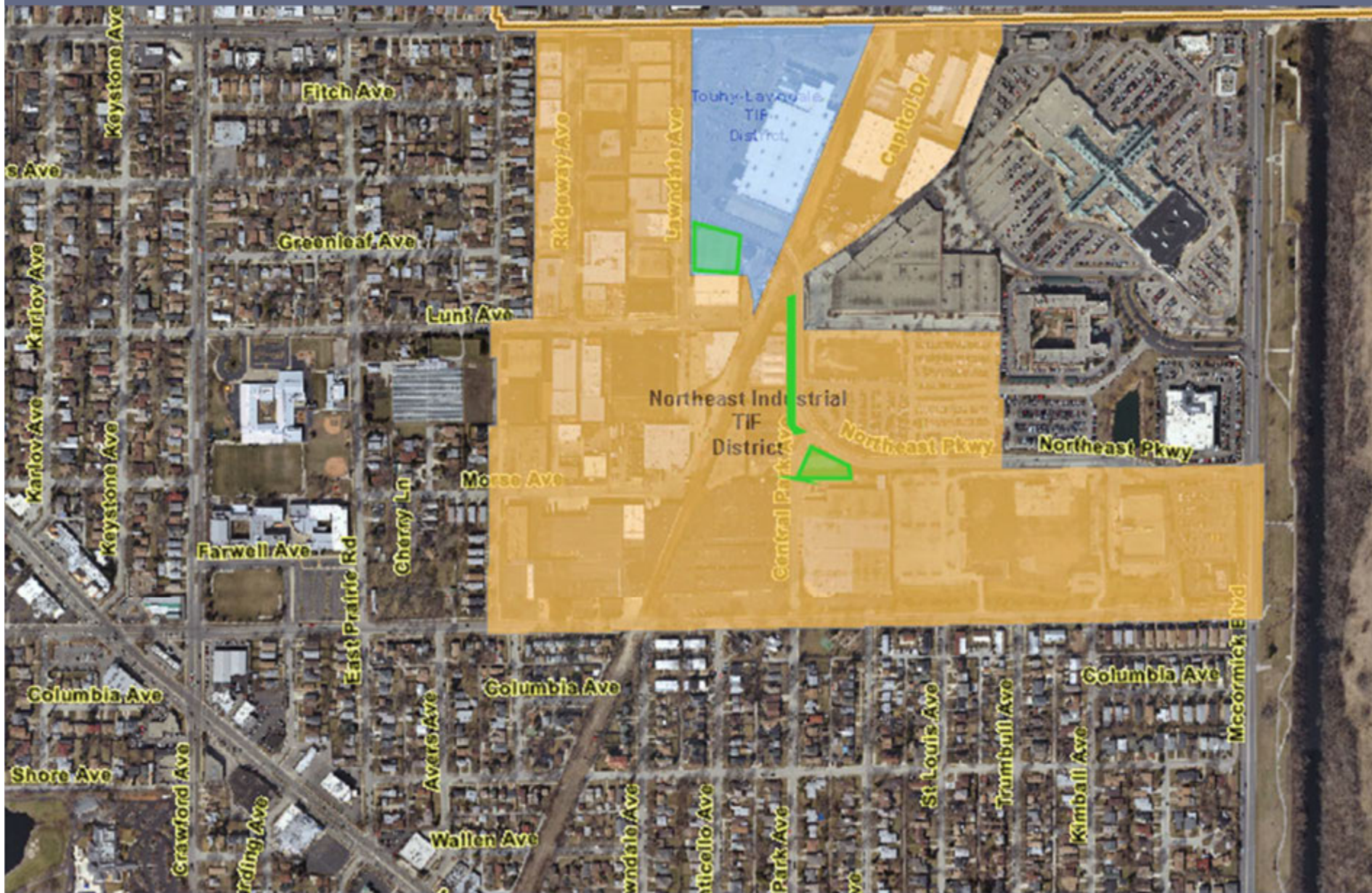
- Market forces limit interest by new users
 - new users needing little parking most interested
- Reduced market for properties
 - potentially affecting property values/vacancy
- Existing Interior Park Properties least likely candidates for land assembly for new development

Interior Park Area



Interior Park Area







LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: August 27, 2013

Subject: Consideration of Expanding the Automated Traffic Enforcement Program

At the September 4, 2012 Committee of the Whole meeting, the Board directed staff to submit an application with the Illinois Department of Transportation (IDOT) for an automated traffic enforcement system for westbound Touhy at Lincoln, and to conduct research at alternative locations based on traffic crash history, traffic speeds and traffic volume.

At the March 19, 2013 Committee of the Whole meeting, the Board discussed several alternative locations (for an automated traffic control system) and directed staff to proceed with an application for southbound Lincoln at Touhy.

In a letter dated August 7, 2013, IDOT notified the Village's automated traffic enforcement system vendor that the Village's first application for a system west bound Touhy at Lincoln was denied, and a second application for a system southbound Lincoln at Touhy was also denied. IDOT reported that both applications were denied due to the "sharp reduction" in red light violations leading to motor vehicle crashes at the intersection. The reduction in red light violation traffic crashes has occurred since the implementation of the system for east bound Touhy at Lincoln in 2010.

On August 22, 2013 staff met with the Village's vendor for an automated traffic enforcement system to discuss alternative locations. The vendor proposed consideration of the following four locations based on the traffic safety criteria identified (above) by staff:

1. Southbound Cicero at Touhy
2. Southbound Lincoln at Devon
3. Southbound McCormick at Devon
4. Northbound Lincoln at Pratt

Recommendation

Staff recommends consideration of expanding the program to include southbound Cicero at Touhy. The recommendation is based on traffic crash history and very high traffic volume. The traffic crash history at Touhy and Cicero generally involve red light violations and significant property damage. In addition, approximately 40,000 vehicles travel on Touhy between Lincoln and Cicero each day.

Staff also recommends consideration of expanding the program to include southbound McCormick at Devon and/or northbound Lincoln at Pratt.

Documents Attached

August 7, 2013 Denial Letter from IDOT

March 19, 2013 Committee of the Whole Memorandum

September 4, 2012 Committee of the Whole Memorandum



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

PERMITS

Location: US 41 (Lincoln Ave.) at Touhy Avenue
Municipality: Village of Lincolnwood, Cook County
Re: RLR Camera Justification Report
Reference No.: 016-59235

August 7, 2013

Mr. Matthew Munden, E.I.T.
Associate Civil Engineer
American Traffic Solutions, Inc.
1330 W. Southern Avenue
Tempe, AZ 85282

Dear Mr. Munden:

Our Traffic Programs – Study Section has completed their initial review of your Red Light Running Camera proposal at the subject location, and their comments are enclosed.

Please revise your submittal in accordance with the enclosed comments and resubmit to continue the review process.

If you have any questions regarding this matter, please contact Jonathan Karabowicz at (847) 705-4149.

Very truly yours,

John Fortmann P.E.
Deputy Director of Highways,
Region One Engineer

By: *Thomas G. Gallenbach*
Thomas G. Gallenbach, P.E.
Traffic Permit Engineer

cc: Aaron A. Weatherholt

Red Light Running Camera Justification Report Review

**US41 (Lincoln Avenue) at Touhy Avenue, TS1615
Westbound and Southbound Approaches
Village of Lincolnwood, Cook County**

August 6, 2013

The crash data included in the submittal indicates an average or above average number of red light running (RLR) crashes in 2009 and 2010 but zero (0) RLR related crashes 2011. We pulled 2012 crash data and found that there were again zero (0) RLR related turning crashes, similar to that reported in 2011. The data for the last 2 years (2011 and 2012) indicates a sharp reduction to near zero (0) in RLR related crashes since 2010 and this reduction could be attributed in part to the eastbound RLR camera installed by the Village in late 2010. Additional RLR camera installations are not supported by the most recent crash data, therefore the justification report is not acceptable.

Also, we do not have a record of receiving the required 1 year RLR evaluation report (due Jan. 2012) for the existing RLR installation at this intersection. This evaluation is overdue and must be submitted as soon as possible.



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

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

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

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

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

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

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

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

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

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

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

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



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager
From: Robert LaMantia, ^{RL}Chief of Police
Date: August 30, 2012
Subject: Automated Traffic Enforcement Summary Report

The Village has had an automated traffic enforcement system in effect at since December 2010. American Traffic Solutions (ATS) has provided the Village with a reliable turn-key solution for a fixed monthly fee. During the past 18 months, 1,880 violators were cited under the Village Code for Failure to Obey a Traffic Control Signal. The payment rate has been 78%. The costs associated with the lease of the system and the administrative hearing process have been offset by revenue from fines, and the program remains budget neutral.

The system was installed for the east bound approach at the intersection of Touhy and Lincoln. The location was selected based on motor vehicle traffic crash data, traffic volume and distribution, traffic law compliance, challenges with conducting routine enforcement, and finally by IDOT. Although there are many variables that contribute to traffic safety, the total number of motor vehicle traffic crashes has been reduced since implementation of the system. There were 20 motor vehicle traffic crashes during the first six months of 2009, 18 in 2010, 13 in 2011, and 12 in 2012.

The purpose of this memorandum is to discuss the possibility of expanding the program. Staff and representatives from ATS have reviewed and researched each of the signalized intersections within the Village. Several intersections have been submitted for preliminary review by IDOT. Of all intersection approaches within the Village, two may warrant an automated traffic enforcement system under IDOT's current guidelines; 1) northbound McCormick at Touhy, and 2) westbound Touhy at Lincoln.

Staff recommends continuing the program and seeking approval from IDOT on the two viable locations in an attempt to further improve traffic safety by reducing motor vehicle traffic crashes.



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., SEPTEMBER 3, 2013**

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Board Meeting Minutes – August 20, 2013

V. Warrant Approval

VI. Village President's Report

1. Observance of September 11, 2001

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 Awarding a Bid for Street Light Improvements within the Village in the Amount of \$822,727 to Elmund & Nelson Company (Item appears on Consent Agenda because it is the lowest qualified bidder)
2. Approval of a Recommendation by the Plan Commission to adopt an Ordinance Amending the Sign Section of the Zoning Code Regarding Sign Illumination/Glare (Item appears on Consent Agenda because it was unanimously approved by a recommending body)
3. Approval of a Recommendation by the Plan Commission Regarding Voting/Recommendation Deadlines for the Plan Commission and Zoning Board of Appeals for Public Hearings and Appeals (Item appears on Consent Agenda because it was unanimously approved by a recommending body)
4. Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Chapter 6 of the Municipal Code and Article VII of the Zoning Code Regarding Driveways (Item appears on Consent Agenda because it was unanimously approved by a recommending body)

VIII. Regular Business

5. Consideration of a Recommendation by the Zoning Board of Appeals to Approve a Variation from Section 3.13 of the Zoning Code to Permit a Replacement Fence Comprised of an Unacceptable Fence Material at 3719 West Northshore Avenue
6. Continuation of a Public Hearing Concerning the Proposed Establishment of a Devon-Lincoln Tax Increment Finance (TIF) District and Designation of a Redevelopment Project Area

- 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: August 30, 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.

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
AUGUST 20, 2013**

DRAFT

Call to Order

Village President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:47 P.M., Tuesday, August 20, 2013 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

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

Roll Call

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

PRESENT: President Turry, Trustees Patel, Cope, Elster, Klatzco, Leftakes

ABSENT: Trustee Sprogis-Marohn

A quorum was present.

Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Chuck Meyer, Assistant to the Village Manager; Steven Elrod, Village Attorney; Timothy Clarke, Community Service Director; Aaron Cook, Development Manager; Robert Merkel, Finance Director; Melissa Steirer, Management Analyst; Janice Hincapie, Parks and Recreation Director; Manuel Castaneda, Public Works Director; Ashley Engelmann, Assistant Public Works Director; Fire Chief Michael Hansen; Police Chief Robert LaMantia; Geri Silic, Village Social Worker; Paul Eisterhold, Chair, Plan Commission

Approval of Minutes

The minutes of the July 16, 2013 regular Village Board meeting had been distributed in advance and were examined. Trustee Patel moved to approve the minutes as presented. Trustee Cope seconded the motion. Trustee Leftakes abstained. The motion passed by voice vote.

Warrant Approval

Trustee Klatzco moved to approve Warrants in the amount of \$1,367,010.20, Trustee Elster seconded the motion.

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

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

NAYS: None

The motion passed

Village President's

1. Recognition

President Turry recognized the passing of longtime Lincolnwood resident and early member of the Telecommunication Commission, Fred Lieder. A moment of silence was observed.

2. Lincolnwood Lasers 2013

President Turry introduced the Lincolnwood Laser 12U Travel Baseball Team and their coaches. The boys played in Dreams Park, just outside Cooperstown New York. President Turry congratulated the team and coaches. President Turry was presented with a team picture which will be displayed in Village Hall.

3. Bethany Korean Church Scholarship Award

President Turry introduced Elder Park of the Bethany Korean Church who presented a Scholarship award to Paula Saelim, a Lincolnwood resident and member of the Lincolnwood Youth Strings. Paula is a graduate of Niles West High School, where she was an outstanding student and a cross country runner. Paula's mother and brother were introduced.

4. Proclamation Regarding Lincolnwood American Legion Post 1226

President Turry read a proclamation regarding the formation of Lincolnwood American Legion Post 1226 in 1953, celebrating the 60th year of the existence of this post.

On September 8, 2013 the Post will celebrate its 60 year Anniversary. Therefore President Turry has proclaimed September 8, 2013 as Lincolnwood American Legion Post 1226 Day and asked the public to extend their thanks to these men and women who have returned from battle and have worked to improve life in Lincolnwood.

Post member Paul Eisterhold accepted a copy of this proclamation on behalf of the post.

5. Art Contest Winners

President Turry and Parks and Recreation Director Janice Hincapie presented these awards to:

- Lorelai Mandel – Grades Kindergarten – 2nd
- Dylan Tran – Grades 3 – 5
- Elaine Tran – Grades 6 – 8

The theme of the contest was "What do you like to do in the park?" The winners each received an art kit, were awarded a certificate and will have their art featured in Village Hall and on the Village cable channel for the month of September.

6. Swearing in of Police Sergeant Larry Martin

Police Chief LaMantia spoke of the history and accomplishments of Larry Martin's years with the Lincolnwood Police. The Martin family was in attendance, as were co-workers, Village staff and representatives of School District 74, where Sergeant Martin has worked as Police Department liaison for many years.

Sergeant Martin was sworn in by Village Clerk Herman and he spoke and thanked all who were in attendance,

7. Recognition of Retiring Deputy Police Chief Cary Lewandowski

Police Chief LaMantia spoke enumerating the many accomplishments of Deputy Chief Lewandowski during his 27 years, as he rose through the ranks in Lincolnwood. The gratitude of the community was expressed for his many years of service.

Deputy Chief Lewandowski spoke thanking the community, his family, friends and co-workers. After speaking he received congratulations and good wishes from the Board members and staff.

Consent agenda

- 1. Approval of a Resolution Authorizing the Village Attorney to Intervene with the Property Tax Appeals Board Concerning Requests from Certain Properties in the Northeast Industrial Tax Increment Financing District for Reduced Assessments of their Properties for the Tax Year 2010**

2. **Approval of a Resolution Consenting to the Appointment David G. Eterno and Susan Davis Brunner as Administrative Hearing Officers**
3. **Approval of a Resolution Authorizing the Village Manager to Execute a Renewal Agreement with American Traffic Solutions, Inc. for a One-Year Period, to Expire on August 4, 2014**
4. **Approval of a Resolution to Reject a Bid for the Purchase of 800 Tons of Bulk Rock Salt**
5. **Approval of a Resolution to Extend the Agreement Between the Village and Integrys Energy Services Inc., to Provide Full-Requirements Electricity Supply within the Village in the Amount of 5.52 ¢/kWh for Residential Customers and 5.45 ¢/kWh for Small Retail Customers through May 2014**
6. **Approval of a Resolution to Purchase and Install (1) Caterpillar C9 200 kW 277/480V Standby Diesel Engine Generator for the Public Works Standpipe and (1) Caterpillar C9 200 kW 120/208V Standby Diesel Engine Generator for the Public Works Main Facility through the National Joint Powers Alliance Contract #SP13030034 from Patten Cat of Elmhurst, IL in the Amount of \$343,466**
7. **Approval of an Ordinance Regarding a Text Amendment to Section 5.20(1)e of the Zoning Code Concerning Public Hearing Notice Requirements for Sites of Two Acres or More**
8. **Approval of an Ordinance Denying a Variation Concerning Parking in the Front Yard at 7350 North Keeler Avenue**
9. **Approval of an Ordinance Approving a Variation Request from Section 4.11 of the Zoning Code to Permit a Detached Garage to Exceed the Maximum 35% Building Coverage at 6849 North Keeler Avenue**
10. **Approval of an Ordinance Approving a Height and Location Variation from Section 3.13(11)h of the Zoning Code to Permit a Fence Located at 3848 West Loyola Avenue**
11. **Approval of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance Granting a Side Yard Setback Variation from Section 4.11 of the Zoning Code, for the Construction of a Second-Floor Addition to an Existing Residential Structure at 6427 North Kenton Avenue**
12. **Approval of a Recommendation by the Economic Grant, for Property Located at 6501 North Lincoln Avenue**
13. **Approval of a Recommendation by the Plan Commission to Adopt a Resolution Approving a Preliminary and Final Plat of Subdivision for the Property Located at 3700 West Pratt Avenue**

Trustee Patel moved to approve the Consent Agenda as presented. Trustee Klatzco seconded the motion.

Upon Roll Call the results were:

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

NAYS: None

The motion passed.

Regular Business

14. Consideration of an Ordinance Approving the Extension of Time for compliance with Certain Site Restoration Requirements for The Purple Hotel Site

This item was presented by Mr. Wiberg.

After demolition, North Capital Group (NCG) is seeking waivers from the following site restoration requirements

- *All excavated portions of the property must be backfilled
- *All concrete and asphalt pavement on the property must be removed
- *Black topsoil must be spread at a minimum depth of four inches
- *The area must be seeded or sodded
- *These standards would be waived until either:

- The Restated Predevelopment Agreement terminates
- The Village and NCG enter into a development agreement

The Board sub-committee (Trustees Elster and Patel) agrees with these requests

Attorney Elrod provided clarification on this item, some discussion ensued.

Trustee Patel moved to approve the proposed Ordinance extending the time for compliance with Section 14-4-11-7((A) (2), 14-4-11-7(A)(3) and 14-4-11-7(A)(8) of the Municipal Code of Lincolnwood for properties commonly known as 4500-4560 Touhy Avenue and 7350 North Lincoln Avenue. Trustee Elster seconded the motion.

Upon Roll Call the results were:

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

NAYS: None

The motion passed.

15. Consideration of a Resolution Approving the Restated Predevelopment Agreement between the Village and North Capital Group Pertaining to the Purple Hotel Site

This item was presented by Mr. Wiberg who provided background information.

North Capitol Group Attorney, Mike Frisel addressed the Board.

It was noted that North Capitol Group (NCG) has always been in compliance.

Restated Predevelopment Agreement – Key Elements

- *NCG to supply daily security checks until demolition begins. Once demolition begin, checks to be completed around the site's perimeter at least once each night
- *Fencing is to be secured around the site throughout the demolition process
- *Rodent and pest control must continue throughout the demolition process
- *Landscaping services and refuse removal must continue
- *Stormwater is not allowed to accumulate on the site
- *The water service line must be disconnected at the water main under Touhy Avenue by the time the Agreement terminates
- *The Lincoln/Touhy corner must be improved by a landscaped feature, the plans of which are attached to the agreement
- *NCG must apply for land use relief by December 31
- *Demolition schedule: The existing hotel building must be completely demolished by April 1, 2014
- *If NCG complies with these elements, the Village will not exercise its right to demolish the building

Trustee Patel moved to approve the Restated Agreement. Trustee Elster seconded the motion.

Upon Roll Call the results were:

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

NAYS: None

The motion passed.

16. Consideration of an Ordinance Waiving the Competitive Bidding Process and Authorizing the Village Manager to Execute an Agreement with the Paramedic Services of Illinois, Inc. for the Provision of Code Enforcement Services

This item was presented by Mr. Wiberg.

Mr. Wiberg provided background, presented a Status Report and a Request for Action.

The original agreement for sharing Code Enforcement Services with the municipality of Glenview has been terminated by Glenview. A new source was investigated and P.S.I. was deemed to be a good choice.

Staff recommendation is to approve this selection.

Discussion and questions ensued with Mr. Wiberg providing clarification.

Trustee Leftakes made a motion to approve an ordinance waiving competitive bidding and the execution of this agreement. Trustee Klatzco seconded the motion.

Upon Roll Call the results were:

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

NAYS: None

The motion passed.

17. Consideration of a Recommendation by the Plan Commission Regarding the Zoning Board of Appeals as the Final Authority on Appeals of the Zoning Officer's Determination

This item was presented by Mr. Cook using PowerPoint.

Consideration Process

*December 4, 2012

- Village Board Requested Plan Commission Review of Code Section on Appeals Process

*February 6, March 6&May 1, 2013

- Plan Commission Continued Matter

*July 10, 2013

- Plan Commission Convened Public Hearing

Background

*Recent Appeal of Zoning Officer's Determination

- Building Permit sought for proposed shooting range along Devon Avenue in B2 District
- Zoning Officer determine Use was not a Permitted Use
- Applicant appealed Zoning Officer's determination to the Zoning Board of Appeals (ZBA)
- Final Determination by ZBA – To uphold Zoning Officer's Determination

*Recent Appeal is the only known Appeal ever made

*Currently, ZBA, not Village Board renders final Village Determination on Appeals

*Village Board requested review of provision identifying ZBA as final determiner of Appeals

Plan Commission – Discussion and Recommendation

*No Public Testimony received at Hearing

*Considered Appeals Procedures in nearby Communities

- 7 of 8 Area Communities Process Appeals in the same manner as Lincolnwood (ZBA is Final Determiner) – Des Plaines, Evanston, Glenview, Morton Grove, Niles, Park Ridge and Wilmette

*Skokie, only area community that differs – Final determinations on Appeals are made by Village Board and Mayor

*Plan Commission Recommendation (6-0)

- No change to existing provision: ZBA as Final Determiner

Extensive discussion and questions ensued with participation of Plan Commission Chair Paul Eisterhold.

Trustee Leftakes moved to direct the Village Attorney to draft an Ordinance that would require the Village Board to be the final Appeals Hearing Body. Trustee Elster seconded the motion.

Upon Roll Call the results were:

AYES: Trustees Leftakes, Elster, Patel, Klatzco

NAYS: Trustee Cope

The motion passed.

18. Consideration of a Recommendation by the Plan Commission to Amend Sections 11.04(8), 11.05, and 11.06(1) of the Zoning Code to Clarify Regulations of A-frame, Sandwich Board, and Portable Signs

This item was presented by Mr. Cook using PowerPoint.

Mr. Cook stated that the term “Portable Signs” will be used during this discussion to identify all signs discussed.

Trustee Elster moved to remove this item from the table where it was placed at the Village Board meeting of July 16, 2013, seconded by Trustee Cope.

The motion passed with a Voice Vote.

Text Amendment Process

*Village Board referred Text Amendment to the Plan Commission on November 20, 2012

*Plan Commission continued the matter on January 9, 2013 and February 6, 2013

*Plan Commission convened a Public Hearing on March 6, 2013

*Plan Commission discussed the matter at the March 6, 2013 and June 5, 2013 meetings

Plan Commission Discussion – Major Topics

*Staff requested clarification on regulations relative to A-frame, Sandwich Board and Portable Signs (“Portable Signs”)

- Sign Chapter of Zoning Code is unclear

#All Portable Signs Prohibited

#Portable Signs Prohibited in Public Rights-of-Way Only?

#Portable Signs Permitted in all locations as Special Event/Grand Opening Signs?

*Plan Commission expressed a desire to permit Portable Signs on private property

- Reviewed Neighboring Communities Regulations

- Identified Morton Grove as Preferred Example

*Plan Commission preliminary direction

- Prohibiting Portable Signs would not promote a positive business environment

- Concluded that Portable Signs should not be permitted within Public-Right-of-Way

- Directed Staff to model new standards on Morton Grove Regulations

*Reviewed Portable Signs installed in Lincolnwood at time of Consideration

- Each example reviewed would not comply with Morton Grove Standards

*Plan Commission review of Draft language based on Morton Grove Standard

- Concluded that Portable Signs should not require Sign Permit

- Permitted on private property only

- Portable Signs permitted during business hours only

*Business owner Craig Klatzco commented on standard size and height of Portable Signs

*No other Public Testimony received

Recommended New Language

“Exempt Signs Section 11.05

(24) Portable/A-frame/Sandwich Board Signs: Defined as any movable sign, such as a sandwich board, not permanently attached to the ground or a building and easily removable using ordinary hand tools. Such signs are permitted on private property only subject to the following:

- i. Limited to one (1) for each frontage of a business space;
- ii. Maximum four feet (4') in height;
- iii. Limited to six (6) square feet per sign face;
- iv. Not allowed in sight triangle;
- v. Signs must be professionally printed or changeable copy board, hand written signs are prohibited;
- vi. Signs shall be free of dents or other damage, shall be maintained in like-new appearance;
- vii. Signs shall only be displayed during the hours that the business space is open for business
- viii. Signs shall be weighted or anchored to not tip over.”

Companion Recommended Language

“Permitted Signs Section 11.04

(8) Special Event/Grand Opening Signs: The following temporary special event signs shall be permitted **on private property only** for a total of two (2) nonconsecutive events per year, but shall not be erected or maintained for a period exceeding fifteen (15) consecutive days per event, and must be removed if wind gusts exceed safety guidelines or design standards for the sign, or the standards for safety tie downs to or by which they are affixed or secured:

- i. Portable signs; (omit)
- ii. Pennant/streamer signs;
- iii. Temporary banner signs;
- iv. A-frame signs (omit); and
- v. Other temporary signs for special events not requiring a special sign permit, and as may be approved by the Zoning Officer.”

“Prohibited Signs Section 11.06

The following entire section is to be omitted:

- (1)A-frame, sandwich board and other signs on a sidewalk or curb or between a sidewalk and curb or other parkway, except special-event signs and open house directional signs”

Plan Commission Recommendation

*Recommended by 5-0 vote Text Amendment to adopt regulations for portable signs

*Recommendation includes Amendments to:

- Section 11.04(8) Permitted Signs Section
- Section 11.05 Exempt Signs Section
- Section 11.06(1) Prohibited Signs Section

*Plan Commission forwards consideration that Enforcement of new restrictions begin on January 1, 2014.

Discussion and questions ensued including clarification by Plan Commission Chair, Paul Eisterhold, Mr. Cook and Mr. Clarke.

Trustee Leftakes moved to continue discussion of this item to a future meeting. Trustee Patel seconded the motion.
The motion passed with a Voice Vote.

Manager's Report

1. Mr. Wiberg identified items discussed at this evening's Committee of the Whole. For details of this discussion, see the Committee of the Whole Minutes of August 20, 2013.
2. Mr. Wiberg spoke regarding work scheduled to be performed on Crawford Avenue. Final approval for this work will take place at the next scheduled meeting of the Cook County Board.

Board and Commissions Report

None

Village Clerk's Report

None

Trustee Reports

None

Public Forum

None

Adjournment to Executive Session

Trustee Klatzco moved to adjourn the Regular Meeting of the Village Board to Executive Session for the purpose of discussion of land acquisition and pending litigation at 10:18PM.

Trustee Patel seconded the motion.

Upon Roll Call the results were:

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

NAYS: None

The motion passed

Reconvention

At 10:55P.M. President Turry reconvened the Regular Village Board Meeting.

Adjournment

Trustee Leftakes moved to adjourn the Regular Meeting of the Village Board meeting at 10:56PM. Trustee Klatzco seconded the motion. The motion passed by voice vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: August 30, 2013

The following are the totals for the List of Bills being presented
at the September 3rd Village Board meeting.

09/03/2013	\$187,662.46
09/03/2013	52,198.79
09/03/2013	147,152.49
09/03/2013	13,842.38
Total	\$ 400,856.12

Accounts Payable To Be Paid Proof List

User: jmm
Printed: 08/26/2013 - 4:33 PM
Batch: 100-09-2013

to V.B. Agenda



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Air One Equipment										
AIRONE										
89513	08/13/2013	639.87	0.00	09/03/2013	Compressor maintenance and filters		-		No	0000
101-350-512-5430	R&M - Fire & EMS equipment									
	89513 Total:	639.87								
	AIRONE Total:	639.87								
Air One Equipment Total:		639.87								
Airgas										
AIRGAS										
9911993407	07/31/2013	144.90	0.00	09/03/2013	Oxygen cyclinders for ambulances		-		No	0000
101-350-512-5660	EMS supplies									
	9911993407 Total:	144.90								
	AIRGAS Total:	144.90								
Airgas Total:		144.90								
American Express										
AMEREXP										
31083072413	07/24/2013	84.47	0.00	09/03/2013	Repairs to EMS bicycle		-		No	0000
101-350-512-5620	Books & publications									
	31083072413 Total:	84.47								
31083072513	07/25/2013	53.93	0.00	09/03/2013	Walmart - flashlight & chain for bike		-		No	0000
101-350-512-5730	Program supplies									
	31083072513 Total:	53.93								
31083072913	07/29/2013	298.00	0.00	09/03/2013	Working Fire Training - DVD's		-		No	0000
101-350-512-5770	Training supplies									
31083072913	07/29/2013	73.15	0.00	09/03/2013	Pennwell books, Smoke DVD		-		No	0000
101-350-512-5770	Training supplies									
	31083072913 Total:	371.15								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
31083080713	08/07/2013	24.95	0.00	09/03/2013	Firehouse/Cygnus - magazine		-			No	0000
101-350-512-5620	Books & publications										
	31083080713 Total:	24.95									
31117073113	07/31/2013	5.00	0.00	09/03/2013	Parking - Mayor		-			No	0000
101-100-511-5820	Local mileage, parking & tolls										
	31117073113 Total:	5.00									
31158072313	07/23/2013	375.00	0.00	09/03/2013	Job Posting - Foreman		-			No	0000
101-200-511-5510	Advertising										
31158072313	07/23/2013	40.98	0.00	09/03/2013	Baby gift		-			No	0000
101-100-511-5799	Other materials & supplies										
31158072313	07/23/2013	74.25	0.00	09/03/2013	ICMA		-			No	0000
101-200-511-5510	Advertising										
	31158072313 Total:	490.23									
31158072513	07/25/2013	11.76	0.00	09/03/2013	Party City - Employee appreciation		-			No	0000
101-200-511-5799	Other materials & supplies										
31158072513	07/25/2013	2,597.32	0.00	09/03/2013	Land's End - Employee appreciation		-			No	0000
101-200-511-5799	Other materials & supplies										
31158072513	07/25/2013	2.04	0.00	09/03/2013	Dominicks - Employee appreciation		-			No	0000
101-200-511-5799	Other materials & supplies										
	31158072513 Total:	2,611.12									
31158073113	07/31/2013	150.00	0.00	09/03/2013	Job Posting - Community Outreach		-			No	0000
101-200-511-5510	Advertising										
31158073113	07/31/2013	50.00	0.00	09/03/2013	Job Posting - Foreman		-			No	0000
101-200-511-5510	Advertising										
	31158073113 Total:	200.00									
31158080713	08/07/2013	-163.35	0.00	09/03/2013	Lands End - Employee appreciation credit		-			No	0000
101-200-511-5799	Other materials & supplies										
	31158080713 Total:	-163.35									
31158080813	08/08/2013	2,288.80	0.00	09/03/2013	Lands End - Employee appreciation		-			No	0000
101-200-511-5799	Other materials & supplies										
31158080813	08/08/2013	-1,438.60	0.00	09/03/2013	Lands End - Employee appreciation credit		-			No	0000
101-200-511-5799	Other materials & supplies										
	31158080813 Total:	850.20									
31158080913	08/09/2013	-939.45	0.00	09/03/2013	Lands End - Employee appreciation credit		-			No	0000
101-200-511-5799	Other materials & supplies										
	31158080913 Total:	-939.45									
32008071113	07/11/2013	78.36	0.00	09/03/2013	City Management Lucheon		-			No	0000
101-100-511-5840	Meals										
	32008071113 Total:	78.36									
32008072413	07/24/2013	51.90	0.00	09/03/2013	Flowers for Mayor		-			No	0000
101-100-511-5799	Other materials & supplies										
	32008072413 Total:	51.90									
32008080813	08/08/2013	700.00	0.00	09/03/2013	ICMA Conference registration		-			No	0000
101-200-511-5810	Conference & meeting registrat										
	32008080813 Total:	700.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
33071071213	07/12/2013	60.74	0.00	09/03/2013	Screw, lug for Village generator		-			No	0000
101-420-511-5405	R&M - buildings										
33071071213	07/12/2013	11.45	0.00	09/03/2013	Wires for Village generator		-			No	0000
101-420-511-5405	R&M - buildings										
	33071071213 Total:	72.19									
33071071913	07/19/2013	-3.90	0.00	09/03/2013	Tax Credit		-			No	0000
101-420-511-5405	R&M - buildings										
	33071071913 Total:	-3.90									
33071073113	07/31/2013	932.00	0.00	09/03/2013	Replacement mail box for Village Hall		-			No	0000
101-420-511-5405	R&M - buildings										
	33071073113 Total:	932.00									
35142071013	07/10/2013	60.70	0.00	09/03/2013	Oriental Trading - camp supplies		-			No	0000
205-530-515-5730	Program supplies										
	35142071013 Total:	60.70									
35142071113	07/11/2013	350.00	0.00	09/03/2013	UP Box office - camp field trip		-			No	0000
205-530-515-5270	Purchased program services										
35142071113	07/11/2013	220.00	0.00	09/03/2013	Sky High Sports - camp field trip		-			No	0000
205-530-515-5270	Purchased program services										
35142071113	07/11/2013	44.17	0.00	09/03/2013	L Woods - staff meeting		-			No	0000
205-500-515-5840	Meals										
	35142071113 Total:	614.17									
35142071213	07/12/2013	26.85	0.00	09/03/2013	Bar Louie - Fest lunch		-			No	0000
205-500-515-5840	Meals										
35142071213	07/12/2013	185.00	0.00	09/03/2013	Amazon - arrows for archery		-			No	0000
205-500-515-5730	Program supplies										
	35142071213 Total:	211.85									
35142071513	07/15/2013	85.00	0.00	09/03/2013	Balloons Tomorrow - camp balloons		-			No	0000
205-530-515-5730	Program supplies										
	35142071513 Total:	85.00									
35142071713	07/17/2013	560.00	0.00	09/03/2013	Little Caesar's - camp lunch		-			No	0000
205-530-515-5645	Concessions & food										
	35142071713 Total:	560.00									
35142071813	07/18/2013	66.35	0.00	09/03/2013	Fun Express - camp art supplies		-			No	0000
205-530-515-5730	Program supplies										
35142071813	07/18/2013	360.00	0.00	09/03/2013	Explore & So Much More - Camp		-			No	0000
205-530-515-5270	Purchased program services										
	35142071813 Total:	426.35									
35142072313	07/23/2013	372.50	0.00	09/03/2013	Little Caesars		-			No	0000
101-000-511-4999	Miscellaneous										
35142072313	07/23/2013	450.00	0.00	09/03/2013	Actor's Gym - field trip		-			No	0000
205-530-515-5270	Purchased program services										
	35142072313 Total:	822.50									
35142072413	07/24/2013	478.00	0.00	09/03/2013	Rinkside Sports - camp field trip		-			No	0000
205-530-515-5270	Purchased program services										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
35142072413	07/24/2013	429.14	0.00	09/03/2013	Brunswick Zone - camp field trip		-			No 0000
205-530-515-5270	Purchased program services									
	35142072413 Total:	907.14								
35142072513	07/25/2013	-17.44	0.00	09/03/2013	Lifeguard Store credit		-			No 0000
205-560-515-5450	R&M - pool equipment									
35142072513	07/25/2013	397.00	0.00	09/03/2013	Legoland - camp field trip		-			No 0000
205-530-515-5270	Purchased program services									
35142072513	07/25/2013	511.36	0.00	09/03/2013	Lou Malnati's - camp field trip		-			No 0000
205-530-515-5270	Purchased program services									
35142072513	07/25/2013	187.50	0.00	09/03/2013	M & M Limo - senior trip		-			No 0000
205-570-515-5270	Purchased program services									
35142072513	07/25/2013	187.50	0.00	09/03/2013	M & M Limo - senior trip		-			No 0000
205-570-515-5270	Purchased program services									
35142072513	07/25/2013	187.50	0.00	09/03/2013	M & M Limo - senior trip		-			No 0000
205-570-515-5270	Purchased program services									
35142072513	07/25/2013	187.50	0.00	09/03/2013	M & M Limo - senior trip		-			No 0000
205-570-515-5270	Purchased program services									
	35142072513 Total:	1,640.92								
35142072613	07/26/2013	-39.95	0.00	09/03/2013	Lou Malnati's credit		-			No 0000
205-530-515-5270	Purchased program services									
	35142072613 Total:	-39.95								
35142073013	07/30/2013	153.00	0.00	09/03/2013	Rainbow falls - camp trip		-			No 0000
205-530-515-5270	Purchased program services									
	35142073013 Total:	153.00								
35142080113	08/01/2013	477.50	0.00	09/03/2013	Little Caesar's - camp lunch		-			No 0000
205-530-515-5645	Concessions & food									
	35142080113 Total:	477.50								
35142080213	08/02/2013	4.00	0.00	09/03/2013	Lettering Delights - camp newsletter		-			No 0000
205-530-515-5730	Program supplies									
	35142080213 Total:	4.00								
35142080613	08/06/2013	1,299.23	0.00	09/03/2013	Six Flags - camp trip		-			No 0000
205-530-515-5270	Purchased program services									
35142080613	08/06/2013	22.00	0.00	09/03/2013	Six Flags - camp trip		-			No 0000
205-530-515-5270	Purchased program services									
35142080613	08/06/2013	124.80	0.00	09/03/2013	Fun Express - touch a truck hats		-			No 0000
205-504-515-5730	Program supplies									
	35142080613 Total:	1,446.03								
35142080713	08/07/2013	180.00	0.00	09/03/2013	Childrens Museum - camp trip		-			No 0000
205-530-515-5270	Purchased program services									
35142080713	08/07/2013	468.80	0.00	09/03/2013	Shoreline Galaxy - senior trip		-			No 0000
205-570-515-5270	Purchased program services									
35142080713	08/07/2013	47.50	0.00	09/03/2013	Little Caesars		-			No 0000
205-530-515-5645	Concessions & food									
35142080713	08/07/2013	216.00	0.00	09/03/2013	M & M Limo - senior trip		-			No 0000
205-570-515-5270	Purchased program services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
							to V.B. Agenda			
35142080813	08/08/2013	45.20	0.00	09/03/2013	Little Caesars		-		No	0000
205-530-515-5645	35142080713 Total:	912.30								
	Concessions & food									
35142083013	08/30/2013	550.00	0.00	09/03/2013	Sky High Sports - camp trip		-		No	0000
205-530-515-5270	35142080813 Total:	45.20								
	Purchased program services									
	35142083013 Total:	550.00								
	AMEREXP Total:	14,295.51								
	American Express Total:	14,295.51								
American First Aid Services										
AFAS INC										
151640	08/09/2013	47.65	0.00	09/03/2013	First Aid refills		-		No	0000
101-400-511-5730	Program supplies									
	151640 Total:	47.65								
	AFAS INC Total:	47.65								
	American First Aid Services Total:	47.65								
Anderson Lock										
ANDERSON										
818709	08/08/2013	12.96	0.00	09/03/2013	Cam lock for Parks		-		No	0000
205-430-515-5730	Program supplies									
	818709 Total:	12.96								
818959	08/12/2013	988.40	0.00	09/03/2013	Swivel lever sprindle, lock body for		-		No	0000
101-420-511-5405	R&M - buildings				PW					
	818959 Total:	988.40								
	ANDERSON Total:	1,001.36								
	Anderson Lock Total:	1,001.36								
Arbor Day Foundation										
ARBORDAY										
848-061-3874	08/22/2013	25.00	0.00	09/03/2013	Arbor Day Membership dues		-		No	0000
101-100-511-5540	Intergovernmental fees & dues									
	848-061-3874 Total:	25.00								
	ARBORDAY Total:	25.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Arbor Day Foundation Total:		25.00									
AT&T											
AT&T											
847734584007	08/07/2013	1,202.36	0.00	09/03/2013	Telephone Services - July thru Aug		-			No	0000
215-000-512-5580	Telephone										
847734584007 Total:		1,202.36									
847734584307	08/07/2013	345.76	0.00	09/03/2013	Telephone Services - July thru Aug		-			No	0000
215-000-512-5580	Telephone										
847734584307 Total:		345.76									
AT&T Total:		1,548.12									
AT&T Total:		1,548.12									
AT&T Long Distance											
AT&TLONG											
816614078	08/15/2013	37.60	0.00	09/03/2013	Long Distance - July 2013		-			No	0000
215-000-512-5580	Telephone										
816614078 Total:		37.60									
AT&TLONG Total:		37.60									
AT&T Long Distance Total:		37.60									
Call One											
CALLONE											
1010-7823-0001	08/15/2013	2,000.05	0.00	09/03/2013	Telephone-Admin/Police - 8/15-9/14		-			No	0000
101-210-511-5580	Telephone										
1010-7823-0001 Total:		2,000.05									
1010-7823-0002	08/15/2013	268.94	0.00	09/03/2013	Telephone-Standpipe SCADA - 8/15-9/14		-			No	0000
101-210-511-5580	Telephone										
1010-7823-0002 Total:		268.94									
1010-7823-0003	08/15/2013	157.89	0.00	09/03/2013	Telephone-Police Radio - 8/15-9/14		-			No	0000
101-210-511-5580	Telephone										
1010-7823-0003 Total:		157.89									
1010-7823-0004	08/15/2013	46.82	0.00	09/03/2013	Telephone-Aquatic Center - 8/15-9/14		-			No	0000
205-560-515-5580	Telephone										
1010-7823-0004 Total:		46.82									
1010-7823-0007	08/15/2013	377.01	0.00	09/03/2013	Telephone-Public Works - 8/15-9/14		-			No	0000
660-610-519-5580	Telephone										
1010-7823-0007 Total:		377.01									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
1010-7823-0008	08/15/2013	27.06	0.00	09/03/2013	Telephone-Pump House - 8/15-9/14		-			No	0000
660-610-519-5580	Telephone										
	1010-7823-0008 Total:	27.06									
1010-7823-0009	08/15/2013	443.39	0.00	09/03/2013	Telephone-Red Center - 8/15-9/14		-			No	0000
101-210-511-5580	Telephone										
	1010-7823-0009 Total:	443.39									
1010-7823-0010	08/15/2013	8.05	0.00	09/03/2013	Telephone-Municipal Center - 8/15-9/14		-			No	0000
101-210-511-5580	Telephone										
1010-7823-0010	08/15/2013	383.94	0.00	09/03/2013	Telephone-Municipal Center - 8/15-9/14		-			No	0000
660-610-519-5580	Telephone										
	1010-7823-0010 Total:	391.99									
	CALLONE Total:	3,713.15									
	Call One Total:	3,713.15									
Chicago Metropolitan Agency fo											
CHGOMET											
9062013	08/02/2201	100.00	0.00	09/03/2013	Mayors Caucus gala		-			No	0000
101-100-511-5540	Intergovernmental fees & dues										
	9062013 Total:	100.00									
	CHGOMET Total:	100.00									
	Chicago Metropolitan Agency fo Total:	100.00									
Clark Baird Smith, LLP											
CLARKBAI											
3521	08/05/2013	922.50	0.00	09/03/2013	Legal services for personnel matters		-			No	0000
101-230-511-5399	Other professional services										
	3521 Total:	922.50									
	CLARKBAI Total:	922.50									
	Clark Baird Smith, LLP Total:	922.50									
ClientFirst Consulting Group,											
CLIENTFI											
3422	07/31/2013	4,970.00	0.00	09/03/2013	IT Support - July 2013		-			No	0000
101-250-511-5320	Consulting										
	3422 Total:	4,970.00									
3423	07/31/2013	276.25	0.00	09/03/2013	Adjudicaton Contingency - July 2013		-			No	0000
101-250-511-5340	Maintenance Agreement Expense										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference						
3424	07/31/2013	3423 Total: 276.25										
101-250-511-6530	Equipment - data processing	1,763.75	0.00	09/03/2013	PC Replacement - July 2013		-			No	0000	
3425	07/31/2013	3424 Total: 1,763.75										
101-250-511-5320	Consulting	460.00	0.00	09/03/2013	Public Works projects - July 2013		-			No	0000	
3426	07/31/2013	3425 Total: 460.00										
101-250-511-5320	Consulting	945.00	0.00	09/03/2013	IT Strategy planning - July 2013		-			No	0000	
3427	07/31/2013	3426 Total: 945.00										
101-250-511-5330	Data processing	280.00	0.00	09/03/2013	Springbrook IT Assistance - July 2013		-			No	0000	
	3427 Total:	280.00										
	CLIENTFI Total:	8,695.00										
ClientFirst Consulting Group, Total:		8,695.00										
Comcast Cable												
COMCAST												
COM07112013	07/11/2013	1,045.59	0.00	09/03/2013	Internet Service - VH - April thru June		-			No	0000	
101-250-511-5580	Telephone											
COM07112013	07/11/2013	148.55	0.00	09/03/2013	Internet Service - Pump - April thru		-			No	0000	
660-610-519-5580	Telephone				Jun							
	COM07112013 Total:	1,194.14										
	COMCAST Total:	1,194.14										
Comcast Cable Total:		1,194.14										
Commonwealth Edison												
COMED												
0592075011	07/29/2013	1,959.92	0.00	09/03/2013	Master Acct Street Lightning - 6/27-		-			No	0000	
101-440-513-5785	Utilities - public way				7/29							
	0592075011 Total:	1,959.92										
2028043041	08/07/2013	3,813.22	0.00	09/03/2013	Master Acct Street Lightning - 7/9-8/7		-			No	0000	
101-440-513-5785	Utilities - public way											
	2028043041 Total:	3,813.22										
57221-35010	08/08/2013	196.58	0.00	09/03/2013	Master Acct Street Lightning - 7/9-8/7		-			No	0000	
101-440-513-5785	Utilities - public way											
	57221-35010 Total:	196.58										
	COMED Total:	5,969.72										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Commonwealth Edison Total:		5,969.72									
Engelstein Shirley											
ENGELSTE											
SE07-2013	08/07/2013	300.00	0.00	09/03/2013	Art Gallery Invoice - July/Aug 2013		-			No	0000
101-100-511-5270	Purchased program services										
	SE07-2013 Total:	300.00									
	ENGELSTE Total:	300.00									
Engelstein Shirley Total:		300.00									
Fedex											
FEDEX											
2-360-47719	08/07/2013	21.38	0.00	09/03/2013	Delivery of letter		-			No	0000
660-620-519-5730	Program supplies										
	2-360-47719 Total:	21.38									
	FEDEX Total:	21.38									
Fedex Total:		21.38									
FIA Card Services											
FIACARD											
3446071113	07/11/2013	23.98	0.00	09/03/2013	Lunch - Preparation for Fiscal Audit		-			No	0000
101-210-511-5840	Meals										
	3446071113 Total:	23.98									
3446071713	07/17/2013	29.54	0.00	09/03/2013	Lunch - Director Outing		-			No	0000
101-210-511-5840	Meals										
	3446071713 Total:	29.54									
3462052013	05/20/2013	500.00	0.00	09/03/2013	IPRA accreditation payment		-			No	0000
205-500-515-5810	Conference & meeting registrat										
	3462052013 Total:	500.00									
3462060413	06/04/2013	66.90	0.00	09/03/2013	Plug n play - online registrtration		-			No	0000
205-500-515-5725	Credit card charges										
	3462060413 Total:	66.90									
3462070913	07/09/2013	60.66	0.00	09/03/2013	Internet Pool group - pool clocks		-			No	0000
205-560-515-5499	R&M - other										
	3462070913 Total:	60.66									
3462071013	07/10/2013	14.99	0.00	09/03/2013	Wholly Frijoles - senior trip		-			No	0000
205-570-515-5645	Concessions & food										
	3462071013 Total:	14.99									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
3462071213	07/12/2013	115.20	0.00	09/03/2013	The Lifeguard Store - reagent testers		-		No	0000
205-560-515-5630	Chemicals - swimming pool									
	3462071213 Total:	115.20								
3462071613	07/16/2013	383.58	0.00	09/03/2013	The Lifeguard Store - umbrellas		-		No	0000
205-560-515-5450	R&M - pool equipment									
3462071613	07/16/2013	174.25	0.00	09/03/2013	The Lifeguard Store - lanyard/ice packs		-		No	0000
205-560-515-5450	R&M - pool equipment									
	3462071613 Total:	557.83								
3462071713	07/17/2013	143.95	0.00	09/03/2013	Office Max - ink for printers		-		No	0000
205-560-515-5700	Office supplies									
	3462071713 Total:	143.95								
3462072413	07/24/2013	35.00	0.00	09/03/2013	IPRA nomination award		-		No	0000
205-500-515-5810	Conference & meeting registrat									
	3462072413 Total:	35.00								
3462080113	08/01/2013	40.87	0.00	09/03/2013	L'Woods- accreditation lunch		-		No	0000
205-500-515-5840	Meals									
	3462080113 Total:	40.87								
3462080513	08/05/2013	19.43	0.00	09/03/2013	Dominick's jello snack for camp		-		No	0000
205-530-515-5645	Concessions & food									
	3462080513 Total:	19.43								
3462080813	08/08/2013	32.50	0.00	09/03/2013	Little Caesars swim instructor last day		-		No	0000
205-561-515-5730	Program supplies									
	3462080813 Total:	32.50								
5588017113	07/17/2013	586.00	0.00	09/03/2013	Ten Chimneys - senior trip		-		No	0000
205-570-515-5270	Purchased program services									
	5588017113 Total:	586.00								
5588070813	07/08/2013	35.00	0.00	09/03/2013	IPRA-Friends of Community Center		-		No	0000
205-500-515-5810	Conference & meeting registrat									
5588070813	07/08/2013	53.83	0.00	09/03/2013	Wal Mart - camp supplies		-		No	0000
205-530-515-5730	Program supplies									
	5588070813 Total:	88.83								
5588070913	07/09/2013	5.98	0.00	09/03/2013	Fresh Farms - camp snack		-		No	0000
205-530-515-5730	Program supplies									
5588070913	07/09/2013	75.31	0.00	09/03/2013	Party City - camp craft supplies		-		No	0000
205-530-515-5730	Program supplies									
	5588070913 Total:	81.29								
5588071013	07/10/2013	12.98	0.00	09/03/2013	Dunkin Donuts - staff meeting		-		No	0000
205-530-515-5590	Training									
	5588071013 Total:	12.98								
5588071113	07/11/2013	200.00	0.00	09/03/2013	Via Veneto - senior trip		-		No	0000
205-570-515-5645	Concessions & food									
5588071113	07/11/2013	74.95	0.00	09/03/2013	Party City - camp craft/activity		-		No	0000
205-530-515-5730	Program supplies									
	5588071113 Total:	274.95								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
5588071513	07/15/2013	18.64	0.00	09/03/2013	Wal Mart - camp snack		-			No	0000
205-530-515-5730	Program supplies										
5588071513	07/15/2013	29.91	0.00	09/03/2013	Michaels - camp crafts		-			No	0000
205-530-515-5730	Program supplies										
	5588071513 Total:	48.55									
5588071613	07/16/2013	27.17	0.00	09/03/2013	Wal Mart - club kid crafts		-			No	0000
205-530-515-5730	Program supplies										
	5588071613 Total:	27.17									
5588071713	07/17/2013	150.00	0.00	09/03/2013	Cornerstone - lunch for senior trip		-			No	0000
205-570-515-5270	Purchased program services										
	5588071713 Total:	150.00									
5588071813	07/18/2013	13.98	0.00	09/03/2013	Walgreens - bug spray for camp		-			No	0000
205-530-515-5270	Purchased program services										
	5588071813 Total:	13.98									
5588071913	07/19/2013	-8.18	0.00	09/03/2013	Dominicks credit		-			No	0000
205-530-515-5645	Concessions & food										
5588071913	07/19/2013	77.42	0.00	09/03/2013	Dominicks - camp snacks		-			No	0000
205-530-515-5645	Concessions & food										
	5588071913 Total:	69.24									
5588072213	07/22/2013	700.00	0.00	09/03/2013	Bestway charter - senior trip		-			No	0000
205-570-515-5270	Purchased program services										
5588072213	07/22/2013	75.45	0.00	09/03/2013	Michaels - camp crafts		-			No	0000
205-530-515-5730	Program supplies										
	5588072213 Total:	775.45									
5588072313	07/23/2013	9.47	0.00	09/03/2013	Wal Mart - craft projects camp		-			No	0000
205-530-515-5730	Program supplies										
	5588072313 Total:	9.47									
5588072413	07/24/2013	14.97	0.00	09/03/2013	Michaels - Lincolnwood Fest crafts		-			No	0000
205-504-515-5730	Program supplies										
5588072413	07/24/2013	14.27	0.00	09/03/2013	Dunkin Donuts - camp staff meeting		-			No	0000
205-530-515-5645	Concessions & food										
5588072413	07/24/2013	19.56	0.00	09/03/2013	Dominicks - sugar cookies camp snack		-			No	0000
205-530-515-5645	Concessions & food										
5588072413	07/24/2013	6.98	0.00	09/03/2013	Dominicks - ice cream for camp		-			No	0000
205-530-515-5645	Concessions & food										
	5588072413 Total:	55.78									
5588072613	07/26/2013	18.04	0.00	09/03/2013	Michaels - camp craft		-			No	0000
205-530-515-5730	Program supplies										
5588072613	07/26/2013	17.94	0.00	09/03/2013	Bed, Bath & Beyond - snack club kid		-			No	0000
205-530-515-5730	Program supplies										
5588072613	07/26/2013	7.99	0.00	09/03/2013	Party City - camp craft		-			No	0000
205-530-515-5730	Program supplies										
	5588072613 Total:	43.97									
5588072913	07/28/2013	-57.36	0.00	09/03/2013	Michaels credit		-			No	0000
205-530-515-5730	Program supplies										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
5588072913	07/29/2013	88.85	0.00	09/03/2013	Target - camp craft		-			No	0000
205-530-515-5730	Program supplies										
5588072913	07/29/2013	3.38	0.00	09/03/2013	Walmart - camp craft		-			No	0000
205-530-515-5730	Program supplies										
5588072913	07/29/2013	57.36	0.00	09/03/2013	Michaels - ribbon for crafts		-			No	0000
205-530-515-5730	Program supplies										
	5588072913 Total:	92.23									
5588073113	07/31/2013	12.98	0.00	09/03/2013	Dunkin Donuts - camp staff meeting		-			No	0000
205-530-515-5730	Program supplies										
	5588073113 Total:	12.98									
5588080113	08/01/2013	30.35	0.00	09/03/2013	Fed Ex - Fall brochure mailing		-			No	0000
205-500-515-5560	Printing & copying services										
5588080113	08/01/2013	16.56	0.00	09/03/2013	Fresh Farms - camp snack		-			No	0000
205-530-515-5645	Concessions & food										
5588080113	08/01/2013	17.26	0.00	09/03/2013	Wal Mart - camp crafts		-			No	0000
205-530-515-5730	Program supplies										
5588080113	08/01/2013	36.98	0.00	09/03/2013	Staples - glue for camp crafts		-			No	0000
205-530-515-5730	Program supplies										
5588080113	08/01/2013	56.44	0.00	09/03/2013	Party City - camp activities		-			No	0000
205-530-515-5730	Program supplies										
	5588080113 Total:	157.59									
5588080213	08/02/2013	195.00	0.00	09/03/2013	Sports Park - camp field trip		-			No	0000
205-530-515-5270	Purchased program services										
5588080213	08/02/2013	50.26	0.00	09/03/2013	Party City - camp supplies		-			No	0000
205-530-515-5730	Program supplies										
5588080213	08/02/2013	229.20	0.00	09/03/2013	Mt. Prospect - field trip camp		-			No	0000
205-530-515-5720	Postage										
	5588080213 Total:	474.46									
5588080613	08/06/2013	4.00	0.00	09/03/2013	Lettering Delights - senior newsletter		-			No	0000
205-570-515-5730	Program supplies										
5588080613	08/06/2013	53.94	0.00	09/03/2013	US Toy - camp		-			No	0000
205-530-515-5730	Program supplies										
5588080613	08/06/2013	12.33	0.00	09/03/2013	Factory Card - camp crafts		-			No	0000
205-530-515-5730	Program supplies										
5588080613	08/06/2013	15.43	0.00	09/03/2013	Party City - camp craft supplies		-			No	0000
205-530-515-5730	Program supplies										
	5588080613 Total:	85.70									
5588080713	08/07/2013	23.44	0.00	09/03/2013	Shoreline sightseeing - senior trip		-			No	0000
205-570-515-5270	Purchased program services										
5588080713	08/07/2013	12.98	0.00	09/03/2013	Dunkin Donuts - camp staff meeting		-			No	0000
205-530-515-5645	Concessions & food										
	5588080713 Total:	36.42									
5588080813	08/08/2013	185.50	0.00	09/03/2013	Schaumburg on Stage - Last Hurrah		-			No	0000
205-530-515-5720	Postage										
	5588080813 Total:	185.50									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
7588070913	07/09/2013	436.64	0.00	09/03/2013	Office Supplies		-			No	0000
101-300-512-5700	Office supplies										
	7588070913 Total:	436.64									
7588071013	07/10/2013	59.99	0.00	09/03/2013	Storage - Hard Drive		-			No	0000
101-300-512-5640	Computer supplies										
	7588071013 Total:	59.99									
7588072413	07/24/2013	125.00	0.00	09/03/2013	Registration - IPSTA Conference		-			No	0000
101-300-512-5810	Conference & meeting registrat										
7588072413	07/24/2013	123.80	0.00	09/03/2013	Train ticket - IPSTA Conference		-			No	0000
101-300-512-5850	Purchased Transportation										
	7588072413 Total:	248.80									
7588073013	07/30/2013	200.00	0.00	09/03/2013	Registration - Cook County Regional		-			No	0000
101-300-512-5590	Training										
	7588073013 Total:	200.00									
	FIACARD Total:	5,868.82									
	FIA Card Services Total:	5,868.82									
Golf Mill Ford											
GOLFMILL											
336844P	07/30/2013	49.52	0.00	09/03/2013	Jewels for Squad #217		-			No	0000
101-300-512-5480	R&M - vehicles										
	336844P Total:	49.52									
	GOLFMILL Total:	49.52									
	Golf Mill Ford Total:	49.52									
Grainger											
GRAINGER											
9218093426	08/14/2013	183.83	0.00	09/03/2013	Ball kit high pressure for PW		-			No	0000
101-440-513-5730	Program supplies										
	9218093426 Total:	183.83									
	GRAINGER Total:	183.83									
	Grainger Total:	183.83									
Groot Recycling & Waste Serv											
GROOT											
9440257	07/31/2013	2,897.62	0.00	09/03/2013	22280-002 - Public Works - July		-			No	0000
101-440-514-5230	Garbage & recycling										

							to V.B. Agenda				
Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference		Task	Type	PO #	Close PO
9440349	08/01/2013	2,897.62									
101-440-514-5230	9440257 Total: Garbage & recycling	53,717.04	0.00	09/03/2013	1229-001 - Community Pick up - July		-			No	0000
9440350	08/01/2013	656.93									
101-440-514-5230	9440349 Total: Garbage & recycling	53,717.04	0.00	09/03/2013	1230-001 - School District - July		-			No	0000
9451827	07/29/2013	2,886.61									
101-440-514-5230	9440350 Total: Garbage & recycling	656.93	0.00	09/03/2013	22280-001 - Public Works - July		-			No	0000
9465453	08/01/2013	2,757.47									
101-440-514-5230	9451827 Total: Garbage & recycling	2,886.61	0.00	09/03/2013	1231-001 - Multi family pickup - July		-			No	0000
9465453 Total:		2,757.47									
GROOT Total:		62,915.67									
Groot Recycling & Waste Servic Total:		62,915.67									
Holland & Knight LLP											
HOLLAND											
2945820	08/14/2013	10,965.00	0.00	09/03/2013	Legal Bills - July 2013		-			No	0000
101-230-511-5350	Legal - retainer										
2945820	08/14/2013	2,775.00	0.00	09/03/2013	Legal Bills - July 2013 - Springbrook		-			No	0000
101-230-511-5370	Legal - review										
2945821	08/14/2013	1,591.00	0.00	09/03/2013	Legal Bills - July 2013 - Firearms Regs		-			No	0000
101-230-511-5370	Legal - review										
2945825	08/14/2013	2,028.00	0.00	09/03/2013	Legal Bills - July 2013 - Purple Hotel		-			No	0000
101-230-511-5370	Legal - review										
2945828	08/14/2013	51.00	0.00	09/03/2013	Legal Bills - July 2013 - Elec		-			No	0000
101-230-511-5370	Legal - review				Aggregate						
2945829	08/14/2013	1,674.00	0.00	09/03/2013	Legal Bills - July 2013 - Telecom Ord		-			No	0000
101-230-511-5370	Legal - review										
2945831	08/14/2013	1,433.50	0.00	09/03/2013	Legal Bills - July 2013 - Hoarding		-			No	0000
101-230-511-5370	Legal - review										
2945836	08/14/2013	1,871.57	0.00	09/03/2013	Legals Bills - July - North Industrial		-			No	0000
217-000-517-5399	Other professional services										
2945838	08/14/2013	108.00	0.00	09/03/2013	Legal Bills - July 2013 - Admin		-			No	0000
101-230-511-5360	Legal - litigation				Review						

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
to V.B. Agenda										
2945840	08/14/2013	108.00								
101-230-511-5370	Legal - review	810.00	0.00	09/03/2013	Legal Bills - July 2013 - Zoning Code		-		No	0000
	2945840 Total:	810.00								
	HOLLAND Total:	23,307.07								
	Holland & Knight LLP Total:	23,307.07								
I.D.E.S.										
IDES										
0800828-0	08/10/2013	5,243.00	0.00	09/03/2013	Second Qtr 2013 UIC Assessment		-		No	0000
101-210-511-5195	Employee Benefit Expenses									
	0800828-0 Total:	5,243.00								
	IDES Total:	5,243.00								
	I.D.E.S. Total:	5,243.00								
Illinois Municipal League										
ILMUNICI										
IML10172013	08/14/2013	295.00	0.00	09/03/2013	IML - 100th annual conference -		-		No	0000
101-100-511-5810	Conference & meeting registrat				Trustee					
	IML10172013 Total:	295.00								
	ILMUNICI Total:	295.00								
	Illinois Municipal League Total:	295.00								
IRMA										
IRMA										
SALES0012568	07/31/2013	6,927.20	0.00	09/03/2013	July Optional Deductible		-		No	0000
101-210-511-5260	Liability insurance									
	SALES0012568 Total:	6,927.20								
SALES0012607	07/31/2013	252.67	0.00	09/03/2013	July Monthly Deductible		-		No	0000
101-210-511-5260	Liability insurance									
	SALES0012607 Total:	252.67								
	IRMA Total:	7,179.87								
	IRMA Total:	7,179.87								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
JCK Contractors											
JCKCONT											
12253	08/10/2013	2,269.26	0.00	09/03/2013	5 loads of sand for volleyball court		-			No	0000
205-430-515-5730	Program supplies										
	12253 Total:	2,269.26									
	JCKCONT Total:	2,269.26									
	JCK Contractors Total:	2,269.26									
Lincolnwood Chamber of Commere											
LWDCHAMB											
08232013	08/23/2013	500.00	0.00	09/03/2013	Chamber annual golf outing		-			No	0000
101-100-511-5320	Consulting										
	08232013 Total:	500.00									
	LWDCHAMB Total:	500.00									
	Lincolnwood Chamber of Commere Total:	500.00									
Lowe's Business Acc/GECF											
LOWES											
05544	08/15/2013	33.30	0.00	09/03/2013	Bicycle pack, grill brushes		-			No	0000
101-350-512-5799	Other materials & supplies										
05544	08/15/2013	-2.74	0.00	09/03/2013	Tax Credit		-			No	0000
101-350-512-5799	Other materials & supplies										
	05544 Total:	30.56									
1017	08/14/2013	11.36	0.00	09/03/2013	Wood chisel for repairs		-			No	0000
205-571-515-5405	R & M Building										
	1017 Total:	11.36									
1707	08/09/2013	9.92	0.00	09/03/2013	Elbow, adapter, PVC for PW		-			No	0000
101-420-511-5405	R&M - buildings										
	1707 Total:	9.92									
1889	08/12/2013	12.88	0.00	09/03/2013	Metal sheet for PW garage door		-			No	0000
101-420-511-5405	R&M - buildings										
	1889 Total:	12.88									
1901	08/12/2013	12.18	0.00	09/03/2013	Plug, connector for Police Dept		-			No	0000
101-420-511-5405	R&M - buildings										
	1901 Total:	12.18									
1907	08/12/2013	15.26	0.00	09/03/2013	Washer, clamp		-			No	0000
101-420-511-5405	R&M - buildings										
	1907 Total:	15.26									
1953	08/13/2013	40.88	0.00	09/03/2013	Brush, wire, bushing, valve for machine		-			No	0000
101-440-513-5730	Program supplies										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
							to V.B. Agenda			
2811	08/06/2013	40.88								
205-560-515-5405	1953 Total:	27.33	0.00	09/03/2013	Vacuum pins and screws		-		No	0000
	R&M - buildings									
2865	08/06/2013	23.85	0.00	09/03/2013	Rings, springs, zinc for riding mower		-		No	0000
205-430-515-5480	2811 Total:	27.33								
	R&M - vehicles									
2870	08/06/2013	5.88	0.00	09/03/2013	Bolt for riding mower		-		No	0000
205-430-515-5480	2865 Total:	23.85								
	R&M - vehicles									
2982	08/07/2013	1.12	0.00	09/03/2013	Screws for Sweeper 2		-		No	0000
101-440-513-5480	2870 Total:	5.88								
	R&M - vehicles									
3023	08/13/2013	6.61	0.00	09/03/2013	Tube, silicone for Fire Dept		-		No	0000
101-420-511-5405	2982 Total:	1.12								
	R&M - buildings									
3033	08/13/2013	24.33	0.00	09/03/2013	Plywood and drywall for CC repairs		-		No	0000
205-571-515-5405	3023 Total:	6.61								
	R & M Building									
3214	08/15/2013	22.30	0.00	09/03/2013	Painters knife, nylon blank for PW		-		No	0000
101-420-511-5405	3033 Total:	24.33								
	R&M - buildings									
3215	08/15/2013	26.52	0.00	09/03/2013	Bleach and garbage bags, nozzle		-		No	0000
205-560-515-5405	3214 Total:	22.30								
	R&M - buildings									
3224	08/15/2013	127.37	0.00	09/03/2013	Paint for PW Garage door		-		No	0000
101-420-511-5405	3215 Total:	26.52								
	R&M - buildings									
3225	08/15/2013	-127.37	0.00	09/03/2013	Return		-		No	0000
101-420-511-5405	3224 Total:	127.37								
	R&M - buildings									
3226	08/15/2013	116.85	0.00	09/03/2013	Paint for PW Garage door		-		No	0000
101-420-511-5405	3225 Total:	-127.37								
	R&M - buildings									
3950	08/12/2013	84.54	0.00	09/03/2013	Clamps, screws, padlock key for Water		-		No	0000
660-620-519-5730	3226 Total:	116.85								
	Program supplies									
3978	08/13/2013	40.87	0.00	09/03/2013	Clamps, adapter, solvent for Fire Dept		-		No	0000
101-420-511-5405	3950 Total:	84.54								
	R&M - buildings									
3992	08/13/2013	17.92	0.00	09/03/2013	Coupling for Fire Dept		-		No	0000
101-420-511-5405	3978 Total:	40.87								
	R&M - buildings									
7329	07/31/2013	28.40	0.00	09/03/2013	Bleach and hose nozzles		-		No	0000
205-560-515-5405	3992 Total:	17.92								
	R&M - buildings									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
7329 Total:		28.40								
S1748KN1	08/08/2013	11.95	0.00	09/03/2013	Misc Program supplies		-		No	0000
101-300-512-5730	Program supplies									
S1748KN1 Total:		11.95								
LOWES Total:		571.51								
Lowe's Business Acc/GECF Total:		571.51								
Malnati Organization										
MALNATI										
E126288	08/20/2013	264.55	0.00	09/03/2013	Dinner - Village Board Meeting		-		No	0000
101-100-511-5840	Meals				08/20/13					
E126288	08/20/2013	10.00	0.00	09/03/2013	Tip		-		No	0000
101-100-511-5840	Meals									
E126288 Total:		274.55								
MALNATI Total:		274.55								
Malnati Organization Total:		274.55								
Nicor Gas										
NICOR										
1436840000	08/09/2013	184.24	0.00	09/03/2013	Natural Gas - Comm. Ctr - 7/10-9/26		-		No	0000
205-430-515-5780	Utilities - government buildin									
1436840000	08/09/2013	205.57	0.00	09/03/2013	Natural Gas - Public Service - 7/10-9/26		-		No	0000
101-420-511-5780	Utilities - government buildin									
1436840000 Total:		389.81								
21-84-84-00004	08/07/2013	53.21	0.00	09/03/2013	Natural Gas - Pump Station - 7/9 - 8/7		-		No	0000
660-620-519-5780	Utilities - government buildin									
21-84-84-00004 Total:		53.21								
31-46-84-000002	08/08/2013	1,133.56	0.00	09/03/2013	Natural Gas - Parks & Rec - 7/9 - 8/8		-		No	0000
205-560-515-5780	Utilities - government buildin									
31-46-84-000002 Total:		1,133.56								
5202340000	08/09/2013	244.07	0.00	09/03/2013	Natural Gas - Village Hall - 7/10-9/26		-		No	0000
101-420-511-5780	Utilities - government buildin									
5202340000 Total:		244.07								
6202340000	08/09/2013	777.25	0.00	09/03/2013	Natural Gas - Public Safety - 7/10-9/26		-		No	0000
101-420-511-5780	Utilities - government buildin									
6202340000 Total:		777.25								
70-61-47-04487	08/08/2013	72.51	0.00	09/03/2013	Natural Gas - 7055 Kostner - 7/10 - 8/8		-		No	0000
205-560-515-5780	Utilities - government buildin									
70-61-47-04487 Total:		72.51								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
NICOR Total:		2,670.41								
Nicor Gas Total:		2,670.41								
North Suburban Employee Benefi										
NSEBENEF										
Sep-13	08/14/2013	8,984.00	0.00	09/03/2013	Dental Bill - September 2013		-		No	0000
102-000-210-2028	Dental insurance premium withh									
	Sep-13 Total:	8,984.00								
	NSEBENEF Total:	8,984.00								
North Suburban Employee Benefi Total:		8,984.00								
Orange Crush LLC										
ORANGCRH										
441540	08/14/2013	200.00	0.00	09/03/2013	Mod Surface		-		No	0000
213-000-561-5340	Engineering									
	441540 Total:	200.00								
441566	08/14/2013	543.21	0.00	09/03/2013	Mod Surface		-		No	0000
213-000-561-5340	Engineering									
	441566 Total:	543.21								
441666	08/15/2013	606.48	0.00	09/03/2013	Mod Surface		-		No	0000
213-000-561-5340	Engineering									
	441666 Total:	606.48								
	ORANGCRH Total:	1,349.69								
Orange Crush LLC Total:		1,349.69								
Palatine Oil, Co, Inc.										
PALAT										
488267	08/15/2013	549.88	0.00	09/03/2013	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
488267	08/15/2013	1,300.70	0.00	09/03/2013	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
488267	08/15/2013	834.99	0.00	09/03/2013	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
488267	08/15/2013	679.98	0.00	09/03/2013	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
	488267 Total:	3,365.55								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
488268	08/15/2013	2,961.54	0.00	09/03/2013	Fuel usage		-			No 0000
101-300-512-5670	Fuel									
488268	08/15/2013	236.82	0.00	09/03/2013	Fuel usage		-			No 0000
101-350-512-5670	Fuel									
488268	08/15/2013	48.72	0.00	09/03/2013	Fuel usage		-			No 0000
101-410-511-5670	Fuel									
488268	08/15/2013	121.24	0.00	09/03/2013	Fuel usage		-			No 0000
101-420-511-5670	Fuel									
488268	08/15/2013	476.66	0.00	09/03/2013	Fuel usage		-			No 0000
101-440-513-5670	Fuel									
488268	08/15/2013	494.03	0.00	09/03/2013	Fuel usage		-			No 0000
205-430-515-5670	Fuel									
488268	08/15/2013	709.69	0.00	09/03/2013	Fuel usage		-			No 0000
660-620-519-5670	Fuel									
	488268 Total:	5,048.70								
	PALAT Total:	8,414.25								
	Palatine Oil, Co, Inc. Total:	8,414.25								
Pitney Bowes										
PITNEYBO										
2355016-AU13	08/13/2013	262.26	0.00	09/03/2013	Rental fees - July 30 thru Aug 31, 2013		-			No 0000
101-210-511-5440	R&M - office equipment									
	2355016-AU13 Total:	262.26								
	PITNEYBO Total:	262.26								
	Pitney Bowes Total:	262.26								
Regional Emergency Dispatch										
REGIONAL										
222-14-09	08/15/2013	12,888.30	0.00	09/03/2013	September 2013 dues		-			No 0000
101-350-512-5599	Other contractual									
	222-14-09 Total:	12,888.30								
	REGIONAL Total:	12,888.30								
	Regional Emergency Dispatch Total:	12,888.30								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Safeway Inc DOMINICK										
33541	08/20/2013	13.47	0.00	09/03/2013	Water, Ice Cream - Village Board Meeting		-		No	0000
101-100-511-5840	Meals									
	33541 Total:	13.47								
	DOMINICK Total:	13.47								
	Safeway Inc Total:	13.47								
Sam's Club SAMSCL										
1784	07/26/2013	37.72	0.00	09/03/2013	Misc Department supplies		-		No	0000
101-300-512-5730	Program supplies									
	1784 Total:	37.72								
8819	08/22/2013	40.57	0.00	09/03/2013	Department supplies		-		No	0000
101-300-512-5730	Program supplies									
	8819 Total:	40.57								
	SAMSCL Total:	78.29								
	Sam's Club Total:	78.29								
Sec. of State- Dept of Police SOSDP										
SOS82613	07/09/2013	303.00	0.00	09/03/2013	License plate renewal for 3 squads		-		No	0000
101-300-512-5599	Other contractual									
	SOS82613 Total:	303.00								
	SOSDP Total:	303.00								
	Sec. of State- Dept of Police Total:	303.00								
Sun-Times Media/Pioneer Press PIONEPRS										
571874-01	05/30/2013	96.00	0.00	09/03/2013	Ad- 3800 Fitch		-		No	0000
101-240-517-5510	Advertising									
	571874-01 Total:	96.00								
571883-01	05/30/2013	94.40	0.00	09/03/2013	Ad- Loyola fence variance		-		No	0000
101-240-517-5510	Advertising									
	571883-01 Total:	94.40								
571887-01	05/30/2013	96.00	0.00	09/03/2013	Ad- 6849 Keeler		-		No	0000
101-240-517-5510	Advertising									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
							to V.B. Agenda			
571894-01	571887-01 Total:	96.00								
101-240-517-5510	05/30/2013 Advertising	97.60	0.00	09/03/2013	Ad- 7350 Keeler		-		No	0000
583286-01	571894-01 Total:	97.60								
101-200-511-5510	06/13/2013 Advertising	32.00	0.00	09/03/2013	Ad - Prevailing Wage Notice		-		No	0000
588264-01	583286-01 Total:	32.00								
101-240-517-5510	06/20/2013 Advertising	105.60	0.00	09/03/2013	Ad - 3700 W. Pratt		-		No	0000
	588264-01 Total:	105.60								
	PIONEPRS Total:	521.60								
Sun-Times Media/Pioneer Press Total:		521.60								
Sunnyside Parts Warehouse										
SUNNYPAR										
200968	08/02/2013	73.95	0.00	09/03/2013	Tensioner, Idler pulley for Squad #22		-		No	0000
101-300-512-5480	R&M - vehicles									
	200968 Total:	73.95								
	SUNNYPAR Total:	73.95								
Sunnyside Parts Warehouse Total:		73.95								
Traffic Control & Protection										
TRAFFICC										
77839	08/07/2013	978.85	0.00	09/03/2013	Speed limit signs for streets		-		No	0000
101-440-513-5768	Street materials - signs & bar									
	77839 Total:	978.85								
	TRAFFICC Total:	978.85								
Traffic Control & Protection Total:		978.85								
United States Postal Service										
USPOSTAL										
PB080913	08/09/2013	13.56	0.00	09/03/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB080913	08/09/2013	65.56	0.00	09/03/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB080913	08/09/2013	166.72	0.00	09/03/2013	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PB080913	08/09/2013	102.23	0.00	09/03/2013	Pitney Bowes postage		-			No 0000
101-210-511-5720	Postage									
PB080913	08/09/2013	38.32	0.00	09/03/2013	Pitney Bowes postage		-			No 0000
205-500-515-5720	Postage									
PB080913	08/09/2013	69.62	0.00	09/03/2013	Pitney Bowes postage		-			No 0000
101-210-511-5720	Postage									
PB080913	08/09/2013	41.54	0.00	09/03/2013	Pitney Bowes postage		-			No 0000
101-210-511-5720	Postage									
PB080913	08/09/2013	57.04	0.00	09/03/2013	Pitney Bowes postage		-			No 0000
660-610-519-5720	Postage									
	PB080913 Total:	554.59								
	USPOSTAL Total:	554.59								
United States Postal Service Total:		554.59								
Verizon Wireless										
VERIZON										
9706673278	07/16/2013	1,201.56	0.00	09/03/2013	Cell phones - June 17 thru July 16		-			No 0000
101-210-511-5580	Telephone									
9706673278	07/16/2013	45.20	0.00	09/03/2013	Cell phones - June 17 thru July 16		-			No 0000
205-508-515-5580	Telephone									
9706673278	07/16/2013	39.39	0.00	09/03/2013	Cell phones - June 17 thru July 16		-			No 0000
205-520-515-5580	Telephone									
9706673278	07/16/2013	195.50	0.00	09/03/2013	Cell phones - June 17 thru July 16		-			No 0000
205-530-515-5580	Telephone									
9706673278	07/16/2013	57.74	0.00	09/03/2013	Cell phones - June 17 thru July 16		-			No 0000
205-560-515-5580	Telephone									
9706673278	07/16/2013	0.18	0.00	09/03/2013	Cell phones - June 17 thru July 16		-			No 0000
205-550-515-5270	Purchased program services									
9706673278	07/16/2013	114.05	0.00	09/03/2013	Cell phones - June 17 thru July 16		-			No 0000
101-000-210-2650	Contractor Permits Payable									
9706673278	07/16/2013	453.46	0.00	09/03/2013	Cell phones - June 17 thru July 16		-			No 0000
660-610-519-5580	Telephone									
9706673278	07/16/2013	570.15	0.00	09/03/2013	Cell phones - June 17 thru July 16		-			No 0000
101-250-511-5580	Telephone									
	9706673278 Total:	2,677.23								
	VERIZON Total:	2,677.23								
Verizon Wireless Total:		2,677.23								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Village of Glenview VILLAGEG							to V.B. Agenda				
6479	08/01/2013	578.57	0.00	09/03/2013	IT Shared Services-Excipio Consulting		-			No	0000
101-250-511-5330	Data processing										
	6479 Total:	578.57									
	VILLAGEG Total:	578.57									
Village of Glenview Total:		578.57									
Report Total:		187,662.46									

Accounts Payable To Be Paid Proof List

User: jmm
Printed: 08/26/2013 - 4:33 PM
Batch: 101-09-2013

to V.B. Agenda



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
303 Taxi										
303										
20371	08/08/2013	143.00	0.00	09/03/2013	Taxi coupons - July 2013		-		No	0000
205-570-515-5280	Subsidized taxi program									
	20371 Total:	143.00								
	303 Total:	143.00								
	303 Taxi Total:	143.00								
AB& H, A Donohue Group										
AB & H										
11982-21	08/09/2013	1,023.75	0.00	09/03/2013	Engineering services agreement/July		-		No	0000
660-620-519-5320	Consulting									
	11982-21 Total:	1,023.75								
	AB & H Total:	1,023.75								
	AB& H, A Donohue Group Total:	1,023.75								
Active Electrical Supply Co.,										
ACTIVELE										
10384631-01	08/07/2013	235.58	0.00	09/03/2013	Lock out and tag out for VH generator		-		No	0000
101-420-511-5405	R&M - buildings									
	10384631-01 Total:	235.58								
	ACTIVELE Total:	235.58								
	Active Electrical Supply Co., Total:	235.58								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	to V.B. Agenda	Task	Type	PO #	Close POLine #
Advocate Occupational Health											
ADVOCA											
476468	08/02/2013	55.00	0.00	09/03/2013	Drug Screening			-		No	0000
101-200-511-5599	Other contractual										
	476468 Total:	55.00									
491237	08/02/2013	382.00	0.00	09/03/2013	Drug Screening			-		No	0000
101-200-511-5599	Other contractual										
	491237 Total:	382.00									
	ADVOCA Total:	437.00									
Advocate Occupational Health Total:		437.00									
AG Medical Systems, Inc.											
AGMED											
0100815	08/16/2013	216.50	0.00	09/03/2013	Document destruction			-		No	0000
101-200-511-5599	Other contractual										
	0100815 Total:	216.50									
	AGMED Total:	216.50									
AG Medical Systems, Inc. Total:		216.50									
Alpha Baking Company											
ALPHABAK											
3055221022	08/09/2013	46.42	0.00	09/03/2013	Concession Stand Buns			-		No	0000
205-563-515-5645	Concessions & food										
	3055221022 Total:	46.42									
3055228022	08/16/2013	60.14	0.00	09/03/2013	Concession Stand Buns			-		No	0000
205-563-515-5645	Concessions & food										
	3055228022 Total:	60.14									
3055232026	08/20/2013	51.92	0.00	09/03/2013	Concession Stand Buns			-		No	0000
205-563-515-5645	Concessions & food										
	3055232026 Total:	51.92									
	ALPHABAK Total:	158.48									
Alpha Baking Company Total:		158.48									
American First Aid Services											
AFAS INC											
151634	08/09/2013	141.20	0.00	09/03/2013	Pool first aid services			-		No	0000
205-560-515-5730	Program supplies										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
							to V.B. Agenda			
151637	08/09/2013	141.20								
101-200-511-5599	151634 Total:	12.00	0.00	09/03/2013	First aid box - Village Hall break room		-		No	0000
151638	08/09/2013	12.00								
205-500-515-5700	151637 Total:	14.50	0.00	09/03/2013	Office first aid supplies		-		No	0000
151639	08/09/2013	14.50								
205-571-515-5730	151638 Total:	23.50	0.00	09/03/2013	Community Center First Aid supplies		-		No	0000
151641	08/09/2013	23.50								
101-350-512-5660	151639 Total:	12.85	0.00	09/03/2013	First aid kit supplies		-		No	0000
151641	08/09/2013	12.85								
101-220-512-5799	EMS supplies									
	151641 Total:	25.70								
	AFAS INC Total:	216.90								
American First Aid Services		Total:	216.90							
BSN Sports										
BSNSPORT										
4885446	08/08/2013	1,051.00	0.00	09/03/2013	Replacement basketball backboards		-		No	0000
205-430-515-5730	Program supplies									
	4885446 Total:	1,051.00								
	BSNSPORT Total:	1,051.00								
BSN Sports		Total:	1,051.00							
Canon Solutions America										
CANN										
902051361	05/02/2013	50.32	0.00	09/03/2013	20lb chk plt bnd 2cr 4/ctn		-		No	0000
101-000-110-1231	Special Use Cost Reimbursable									
902051361	05/02/2013	13.60	0.00	09/03/2013	Freight		-		No	0000
101-000-110-1231	Special Use Cost Reimbursable									
	902051361 Total:	63.92								
988049941	08/03/2013	251.65	0.00	09/03/2013	Maintenance for plotter - August		-		No	0000
101-210-511-5440	R&M - office equipment									
	988049941 Total:	251.65								
	CANN Total:	315.57								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Canon Solutions America Total:		315.57								
Canon Solutions America, Inc										
CANONSOL										
146659	08/01/2013	500.69	0.00	09/03/2013	Monthly meter read - Building - June		-		No	0000
101-000-210-2650	Contractor Permits Payable									
146659	08/01/2013	961.65	0.00	09/03/2013	Monthly meter read - Parks - June		-		No	0000
205-500-515-5440	R&M - office equipment									
146659	08/01/2013	413.09	0.00	09/03/2013	Monthly meter read - Police - June		-		No	0000
101-210-511-5440	R&M - office equipment									
	146659 Total:	1,875.43								
	CANONSOL Total:	1,875.43								
Canon Solutions America, Inc Total:		1,875.43								
Cassidy Tire										
CASSIDYT										
2182937	07/31/2013	101.00	0.00	09/03/2013	Repair tire for Truck #4,22, Tractor		-		No	0000
660-620-519-5480	R&M - vehicles									
2182937	07/31/2013	342.35	0.00	09/03/2013	Repair tire for Truck #4,22, Tractor		-		No	0000
205-430-515-5480	R&M - vehicles									
	2182937 Total:	443.35								
	CASSIDYT Total:	443.35								
Cassidy Tire Total:		443.35								
CDW Government										
CDWGOV										
FD81448	08/15/2013	7,446.82	0.00	09/03/2013	Office 2010 licenses		-		No	0000
101-250-511-6530	Equipment - data processing									
FD81448	08/15/2013	2,482.28	0.00	09/03/2013	Office 2010 licenses		-		No	0000
660-620-519-5730	Program supplies									
	FD81448 Total:	9,929.10								
	CDWGOV Total:	9,929.10								
CDW Government Total:		9,929.10								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Commonwealth Edison COMED							to V.B. Agenda			
0008132018	08/09/2013	569.25	0.00	09/03/2013	Electric-Kostner/Morse-7/9-8/8			-	No	0000
101-440-513-5785	Utilities - public way									
	0008132018 Total:	569.25								
0104767008	08/09/2013	2,811.92	0.00	09/03/2013	Electric-Pump Station-7/11-8/8			-	No	0000
660-620-519-5785	Utilities - public way									
	0104767008 Total:	2,811.92								
0933017059	08/08/2013	362.75	0.00	09/03/2013	Electric-6754 N Cicero-7/10-8/7			-	No	0000
101-440-513-5785	Utilities - public way									
	0933017059 Total:	362.75								
1700394002	08/09/2013	22.12	0.00	09/03/2013	Electric-ES Crawford-7/11-8/8			-	No	0000
101-440-513-5785	Utilities - public way									
	1700394002 Total:	22.12								
1784010001	08/13/2013	405.65	0.00	09/03/2013	Electric-Shelter Proesel-7/9-8/8			-	No	0000
101-440-513-5785	Utilities - public way									
	1784010001 Total:	405.65								
1784059008	08/09/2013	1,602.75	0.00	09/03/2013	Electric-NS Morse-7/9-8/8			-	No	0000
101-440-513-5785	Utilities - public way									
	1784059008 Total:	1,602.75								
1784346006	08/09/2013	264.97	0.00	09/03/2013	Electric-SS Touhy-7/9-8/8			-	No	0000
101-440-513-5785	Utilities - public way									
	1784346006 Total:	264.97								
1784521009	08/09/2013	20.33	0.00	09/03/2013	Electric-WS Cicero-7/9-8/7			-	No	0000
101-440-513-5785	Utilities - public way									
	1784521009 Total:	20.33								
2187009072	08/08/2013	256.61	0.00	09/03/2013	Electric-7000 Mc Cormick-7/8-8/7			-	No	0000
101-440-513-5785	Utilities - public way									
2187009072	08/08/2013	53.28	0.00	09/03/2013	Electric-6851 Central Park-7/8-8/7			-	No	0000
101-440-513-5785	Utilities - public way									
	2187009072 Total:	309.89								
2649157097	08/07/2013	92.12	0.00	09/03/2013	Electric-3550 Pratt-7/8-8/6			-	No	0000
101-440-513-5785	Utilities - public way									
	2649157097 Total:	92.12								
4147167024	08/12/2013	2,869.00	0.00	09/03/2013	Electric-7055 Kostner-7/11-8/9			-	No	0000
101-440-513-5785	Utilities - public way									
	4147167024 Total:	2,869.00								
4413156059	08/09/2013	76.37	0.00	09/03/2013	Electric-7300 Cicero-7/11-8/8			-	No	0000
101-440-513-5785	Utilities - public way									
	4413156059 Total:	76.37								
4791110064	08/09/2013	180.84	0.00	09/03/2013	Electric-3928 W Touhy-7/11-8/8			-	No	0000
101-440-513-5785	Utilities - public way									
	4791110064 Total:	180.84								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
COMED Total:		9,587.96									
Commonwealth Edison Total:		9,587.96									
Eterno, Attorney at Law David											
ETERNO											
11258	08/06/2013	637.50	0.00	09/03/2013	Adjudication Officer - July Billing		-			No	0000
101-230-511-5399	Other professional services										
	11258 Total:	637.50									
	ETERNO Total:	637.50									
Eterno, Attorney at Law David Total:		637.50									
Fleet Pride											
FLEETPR											
55039733	07/01/2013	357.00	0.00	09/03/2013	Fan clutch for E15		-			No	0000
101-350-512-5740	Repair parts										
	55039733 Total:	357.00									
	FLEETPR Total:	357.00									
Fleet Pride Total:		357.00									
Gateway EDI											
GATEWAY											
7108081300	08/01/2013	135.88	0.00	09/03/2013	Claims transaction fee -ambulance -		-			No	0000
101-000-410-4315	Ambulance & EMS fees										
	7108081300 Total:	135.88			July						
	GATEWAY Total:	135.88									
Gateway EDI Total:		135.88									
General Code, LLC											
GENERAL											
BILL011895	08/15/2013	589.63	0.00	09/03/2013	Supplement No. 10 updates to code		-			No	0000
101-110-511-5550	Ordinance codification										
	BILL011895 Total:	589.63									
	GENERAL Total:	589.63									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
General Code, LLC Total:		589.63								
Gewalt Hamilton Associates Inc										
GEWALT										
9232.000-218	08/08/2013	947.16	0.00	09/03/2013	General consulting/project mgmt - July		-		No	0000
101-290-511-5920	Administration Engineer Costs									
9232.000-218 Total:		947.16								
9232.355-1	08/08/2013	789.50	0.00	09/03/2013	Street light construction 2010		-		No	0000
213-000-561-5340	Engineering									
9232.355-1 Total:		789.50								
9232.375-17	08/08/2013	1,705.00	0.00	09/03/2013	Street light design year three 2011		-		No	0000
213-000-561-5340	Engineering									
9232.375-17 Total:		1,705.00								
9232.379-10	08/08/2013	1,835.27	0.00	09/03/2013	Street light design year five 2013		-		No	0000
213-000-561-5340	Engineering									
9232.379-10 Total:		1,835.27								
9232.405-2	08/08/2013	5,128.11	0.00	09/03/2013	Engineering Services/Bike path - July		-		No	0000
217-000-561-5340	Engineering									
9232.405-2 Total:		5,128.11								
GEWALT Total:		10,405.04								
Gewalt Hamilton Associates Inc Total:		10,405.04								
Halogen										
HALOGEN										
441179	08/08/2013	1,804.00	0.00	09/03/2013	Chlorine tablets		-		No	0000
205-560-515-5630	Chemicals - swimming pool									
441179 Total:		1,804.00								
HALOGEN Total:		1,804.00								
Halogen Total:		1,804.00								
Hoving Pit Stop										
HOVING										
71599	08/08/2013	90.00	0.00	09/03/2013	Portable Toilet at Centennial		-		No	0000
205-430-515-5730	Program supplies									
71599 Total:		90.00								
HOVING Total:		90.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Hoving Pit Stop Total:		90.00								
Lakeshore Athletic Services										
LAKESHOR										
TROT13	08/15/2013	3,787.50	0.00	09/03/2013	Start/Finish Line Mgmt-Turkey Trot-Dep		-		No	0000
205-509-515-5270	Purchased program services									
	TROT13 Total:	3,787.50								
	LAKESHOR Total:	3,787.50								
Lakeshore Athletic Services Total:		3,787.50								
Landscape Concepts Management										
LANDSCAP										
56849	08/07/2013	84.25	0.00	09/03/2013	Mow, blow and trim - 6724 Kedvale		-		No	0000
101-000-410-4399	Other charges for services									
	56849 Total:	84.25								
	LANDSCAP Total:	84.25								
Landscape Concepts Management Total:		84.25								
Marc Printing										
MARCP										
107148	08/09/2013	50.00	0.00	09/03/2013	Notepads		-		No	0000
101-200-511-5560	Printing & copying services									
107148	08/09/2013	13.58	0.00	09/03/2013	Shipping		-		No	0000
101-200-511-5560	Printing & copying services									
	107148 Total:	63.58								
107157	08/12/2013	285.00	0.00	09/03/2013	Disc golf sign		-		No	0000
205-430-515-5730	Program supplies									
107157	08/12/2013	33.40	0.00	09/03/2013	Shipping		-		No	0000
205-430-515-5730	Program supplies									
	107157 Total:	318.40								
	MARCP Total:	381.98								
Marc Printing Total:		381.98								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Menini Cartage Inc											
MENICRT											
42003	08/07/2013	1,593.29	0.00	09/03/2013	3 loads gravel for alleys and repairs		-			No	0000
660-620-519-5760	Street materials - Aggregate										
	42003 Total:	1,593.29									
	MENICRT Total:	1,593.29									
	Menini Cartage Inc Total:	1,593.29									
NAPA											
NAPA											
72071	08/05/2013	13.69	0.00	09/03/2013	Condenser fin for PW Shop		-			No	0000
101-440-513-5730	Program supplies										
	72071 Total:	13.69									
	NAPA Total:	13.69									
	NAPA Total:	13.69									
Noble Industrial Supply											
NOBLE											
100091	08/07/2013	228.84	0.00	09/03/2013	Turnout gear and hose cleaner		-			No	0000
101-350-512-5799	Other materials & supplies										
	100091 Total:	228.84									
100092	08/07/2013	228.81	0.00	09/03/2013	Turnout gear and hose cleaner		-			No	0000
101-350-512-5799	Other materials & supplies										
	100092 Total:	228.81									
	NOBLE Total:	457.65									
	Noble Industrial Supply Total:	457.65									
Orange Crush LLC											
ORANGCRH											
440972	08/09/2013	295.26	0.00	09/03/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	440972 Total:	295.26									
441044	08/09/2013	406.41	0.00	09/03/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	441044 Total:	406.41									
441196	08/12/2013	562.02	0.00	09/03/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	to V.B. Agenda	Task	Type	PO #	Close PO	Line #
441394	08/13/2013	562.02										
213-000-561-5340	Engineering	330.60	0.00	09/03/2013	Mod Surface			-			No	0000
441394 Total:		330.60										
ORANGCRH Total:		1,594.29										
Orange Crush LLC Total:		1,594.29										
Personal Best												
PERSONAL												
131821	07/17/2013	649.80	0.00	09/03/2013	Top health renewal			-			No	0000
101-200-511-5620	Books & publications											
131821 Total:		649.80										
PERSONAL Total:		649.80										
Personal Best Total:		649.80										
Printwell Printing												
PRINTWEL												
437951	08/16/2013	78.00	0.00	09/03/2013	Foil Business Cards - Code			-			No	0000
101-220-512-5560	Printing & copying services				Enforcement							
437951 Total:		78.00										
PRINTWEL Total:		78.00										
Printwell Printing Total:		78.00										
Ricoh Americas Corporation												
RICOH												
5027142981	08/04/2013	56.67	0.00	09/03/2013	Contract for copy machine - July 2013			-			No	0000
101-400-511-5440	R&M - office equipment											
5027142981 Total:		56.67										
RICOH Total:		56.67										
Ricoh Americas Corporation Total:		56.67										
Robbins, Salomon & Patt, LTD												
RS&PLTD												
166095	08/09/2013	1,050.00	0.00	09/03/2013	Municipal Prosec/Traffic			-			No	0000
101-230-511-5399	Other professional services				Violation/July							

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
							to V.B. Agenda				
166100	08/09/2013	166095 Total: 1,050.00									
101-230-511-5399	Other professional services	367.50	0.00	09/03/2013	Adjudicative hearings for July		-			No	0000
	166100 Total:	367.50									
	RS&PLTD Total:	1,417.50									
Robbins, Salomon & Patt, LTD Total:		1,417.50									
Thompson Elevator Inspection S											
THOMPSON											
13-2775	08/15/2013	152.00	0.00	09/03/2013	4 semi annual elevator reinspections		-			No	0000
101-240-517-5399	Other professional services										
	13-2775 Total:	152.00									
	THOMPSON Total:	152.00									
Thompson Elevator Inspection S Total:		152.00									
U.S. FoodService, Inc.											
USFOODSE											
24457	08/19/2013	675.70	0.00	09/03/2013	Concession Stand Pool		-			No	0000
205-563-515-5645	Concessions & food										
	24457 Total:	675.70									
2702501	08/09/2013	65.74	0.00	09/03/2013	Concession stand pool		-			No	0000
205-563-515-5645	Concessions & food										
	2702501 Total:	65.74									
2749491	08/12/2013	917.41	0.00	09/03/2013	Concession stand pool		-			No	0000
205-563-515-5645	Concessions & food										
	2749491 Total:	917.41									
2874823	08/15/2013	620.65	0.00	09/03/2013	Concession Stand Pool		-			No	0000
205-563-515-5645	Concessions & food										
	2874823 Total:	620.65									
	USFOODSE Total:	2,279.50									
U.S. FoodService, Inc. Total:		2,279.50									
Report Total:		52,198.79									

Accounts Payable To Be Paid Proof List

User: jmm
Printed: 08/26/2013 - 4:33 PM
Batch: 102-09-2013

to V.B. Agenda



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Afuang Cesar										
AFUANG										
2FRISMR13	08/20/2013	150.00	0.00	09/03/2013	2nd place league finish		-		No	0000
205-540-515-5615	Awards									
	2FRISMR13 Total:	150.00								
2FRITRN13	08/20/2013	150.00	0.00	09/03/2013	1st place Friday night tournament		-		No	0000
205-540-515-5615	Awards									
	2FRITRN13 Total:	150.00								
	AFUANG Total:	300.00								
	Afuang Cesar Total:	300.00								
Alltown Bus Service										
ALLTOWN										
511000	08/31/2013	1,393.00	0.00	09/03/2013	August camp daily transportation		-		No	0000
205-530-515-5721	Transportation									
511000	08/31/2013	2,170.00	0.00	09/03/2013	August camp charter transportation		-		No	0000
205-530-515-5721	Transportation									
	511000 Total:	3,563.00								
	ALLTOWN Total:	3,563.00								
	Alltown Bus Service Total:	3,563.00								
Amazon										
AMAZON										
8010236206	07/23/2013	101.82	0.00	09/03/2013	Office supplies		-		No	0000
101-250-511-5640	Computer supplies									
	8010236206 Total:	101.82								
	AMAZON Total:	101.82								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Amazon Total:		101.82								
American First Aid Services										
AFAS INC										
151636	08/09/2013	17.20	0.00	09/03/2013	First aid supplies		-		No	0000
101-300-512-5730	Program supplies									
151636 Total:		17.20								
AFAS INC Total:		17.20								
American First Aid Services Total:		17.20								
American Traffic Solutions										
ATS										
INV00013137	07/31/2013	4,400.00	0.00	09/03/2013	Monthly Contractual fee - July		-		No	0000
101-300-512-5599	Other contractual									
INV00013137	07/31/2013	333.33	0.00	09/03/2013	Upgrade to traffic control signal		-		No	0000
101-300-512-5599	Other contractual									
INV00013137 Total:		4,733.33								
INV00013138	07/31/2013	30.00	0.00	09/03/2013	Collection of unpaid violations		-		No	0000
101-300-512-5599	Other contractual									
INV00013138 Total:		30.00								
ATS Total:		4,763.33								
American Traffic Solutions Total:		4,763.33								
Artistic Engraving Co.										
ARTISTIC										
7190	06/07/2013	12.00	0.00	09/03/2013	Repair Badge #14		-		No	0000
101-300-512-5730	Program supplies									
7190	06/07/2013	205.00	0.00	09/03/2013	Shadow box for retired officer		-		No	0000
101-300-512-5730	Program supplies									
7190	06/07/2013	108.25	0.00	09/03/2013	Retired police officer star		-		No	0000
101-300-512-5730	Program supplies									
7190	06/07/2013	45.00	0.00	09/03/2013	Magnetic locker tags		-		No	0000
101-300-512-5730	Program supplies									
7190 Total:		370.25								
ARTISTIC Total:		370.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Artistic Engraving Co. Total:		370.25								
Baluyut Jay BALUYUT										
2SUNRG13	08/20/2013	225.00	0.00	09/03/2013	2nd place regular season		-		No	0000
205-540-515-5615	Awards									
2SUNRG13 Total:		225.00								
2SUNTRN13	08/20/2013	150.00	0.00	09/03/2013	2nd place Tournament		-		No	0000
205-540-515-5615	Awards									
2SUNTRN13 Total:		150.00								
BALUYUT Total:		375.00								
Baluyut Jay Total:		375.00								
Batteries Plus #890 BATT										
890-12080-01	07/26/2013	134.55	0.00	09/03/2013	Replacement batteries for door		-		No	0000
101-250-511-5340	Maintenance Agreement Expense									
890-12080-01 Total:		134.55								
BATT Total:		134.55								
Batteries Plus #890 Total:		134.55								
Cassidy Tire CASSIDYT										
2182217	06/01/2013	55.00	0.00	09/03/2013	Alignment for Squad #MP5075		-		No	0000
101-300-512-5480	R&M - vehicles									
2182217 Total:		55.00								
2183137	08/14/2013	281.98	0.00	09/03/2013	Tires for Squad		-		No	0000
101-300-512-5480	R&M - vehicles									
2183137 Total:		281.98								
CASSIDYT Total:		336.98								
Cassidy Tire Total:		336.98								
CDW Government CDWGOV										
FB03516	08/09/2013	287.36	0.00	09/03/2013	Ithaca Therm printer for Water		-		No	0000
660-610-519-5330	Data processing				payments					

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
FB03516 Total:		287.36								
CDWGOV Total:		287.36								
CDW Government Total:		287.36								
Chicago Communications, LLC										
CHGOCOMM										
251364	08/02/2013	787.65	0.00	09/03/2013	Monthly Maintenance Charge -		-		No	0000
101-300-512-5410	R&M - communications equipment				September					
251364 Total:		787.65								
CHGOCOMM Total:		787.65								
Chicago Communications, LLC Total:		787.65								
Cline Rosa										
CLINE										
62013	06/20/2013	262.50	0.00	09/03/2013	Face painting at the concerts		-		No	0000
205-504-515-5270	Purchased program services									
62013 Total:		262.50								
CLINE Total:		262.50								
Cline Rosa Total:		262.50								
Coca-Cola Bottling Company										
COCACOLA										
308086922	08/19/2013	261.60	0.00	09/03/2013	Pop for PD machine		-		No	0000
101-210-511-5700	Office supplies									
308086922 Total:		261.60								
COCACOLA Total:		261.60								
Coca-Cola Bottling Company Total:		261.60								
Cohen Sherry										
COHENS										
08202013	08/20/2013	20.00	0.00	09/03/2013	Refund Aqua Zumba		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
08202013 Total:		20.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
COHENS Total:		20.00									
Cohen Sherry Total:		20.00									
College of Dupage											
COLLEGEO											
3802	07/31/2013	6,094.00	0.00	09/03/2013	Police officer training		-			No	0000
101-300-512-5590	Training										
3802 Total:		6,094.00									
COLLEGEO Total:		6,094.00									
College of Dupage Total:		6,094.00									
Fastenal											
FASTENAL											
ILNIL35195	07/17/2013	107.45	0.00	09/03/2013	Shop supplies		-			No	0000
101-410-511-5730	Program supplies										
ILNIL35195 Total:		107.45									
FASTENAL Total:		107.45									
Fastenal Total:		107.45									
Firestone Complete Auto Care											
FIRESTON											
169942	06/27/2013	239.18	0.00	09/03/2013	Tires for Squad		-			No	0000
101-300-512-5480	R&M - vehicles										
169942 Total:		239.18									
FIRESTON Total:		239.18									
Firestone Complete Auto Care Total:		239.18									
Flags USA Inc.											
FLAGSOA											
55839	07/24/2013	53.00	0.00	09/03/2013	Flag month program		-			No	0000
101-140-511-5799	Other materials & supplies										
55839 Total:		53.00									
55900	08/02/2013	542.00	0.00	09/03/2013	Village of Lincolnwood Flags		-			No	0000
101-300-512-5730	Program supplies										
55900 Total:		542.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Agenda	Task	Type	PO #	Close PO	Line #
FLAGSOA Total:												
Flags USA Inc. Total:												
Galls Incorporated												
GALLS												
000861923	08/06/2013	284.95	0.00	09/03/2013	Misc uniform items			-			No	0000
101-300-512-5070	Uniform allowance											
000861923 Total:		284.95										
GALLS Total:		284.95										
Galls Incorporated Total:		284.95										
Got Laundry Chicago?, Inc.												
GOTLAUND												
23-7904	07/31/2013	27.50	0.00	09/03/2013	Dry clean cell blankets			-			No	0000
101-300-512-5730	Program supplies											
23-7904 Total:		27.50										
23-8672	08/14/2013	6.00	0.00	09/03/2013	Dry clean cell blankets			-			No	0000
101-300-512-5730	Program supplies											
23-8672 Total:		6.00										
GOTLAUND Total:		33.50										
Got Laundry Chicago?, Inc. Total:		33.50										
Grais Ben												
GRAIS												
1FRISUM13	08/20/2013	300.00	0.00	09/03/2013	1st place Friday summer league			-			No	0000
205-540-515-5615	Awards											
1FRISUM13 Total:		300.00										
2SUMTRN13	08/20/2013	75.00	0.00	09/03/2013	2nd place Friday night tournament			-			No	0000
205-540-515-5615	Awards											
2SUMTRN13 Total:		75.00										
GRAIS Total:		375.00										
Grais Ben Total:		375.00										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Guthman Doris GUTHMAN										
13-8401	08/13/2013	72.50	0.00	09/03/2013	Reimbursement - 50/50 animal control		-			No 0000
101-400-511-5210	Animal control									
	13-8401 Total:	72.50								
	GUTHMAN Total:	72.50								
	Guthman Doris Total:	72.50								
Heinz Bradley HEINZ										
1SUMTRN13	08/20/2013	300.00	0.00	09/03/2013	Wednesday summer tournament 1st		-			No 0000
205-540-515-5615	Awards									
	1SUMTRN13 Total:	300.00								
1SUMWEDS13	08/20/2013	450.00	0.00	09/03/2013	Wednesday summer softball 1st place		-			No 0000
205-540-515-5615	Awards									
	1SUMWEDS13 Total:	450.00								
	HEINZ Total:	750.00								
	Heinz Bradley Total:	750.00								
Illinois Homicide Investigator IHIA										
072613	07/26/2013	875.00	0.00	09/03/2013	Annual Conference		-			No 0000
101-300-512-5590	Training									
	072613 Total:	875.00								
	IHIA Total:	875.00								
	Illinois Homicide Investigator Total:	875.00								
Ippolito Mario IPPOLITO										
1SFTSUM13	08/20/2013	150.00	0.00	09/03/2013	Wednesday softball summer 2nd place		-			No 0000
205-540-515-5615	Awards									
	1SFTSUM13 Total:	150.00								
2TRNWED13	08/20/2013	75.00	0.00	09/03/2013	Wednesday tournament 2nd place		-			No 0000
205-540-515-5615	Awards									
	2TRNWED13 Total:	75.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Agenda	Task	Type	PO #	Close PO	Line #
IPPOLITO Total:												
		225.00										
Ippolito Mario Total:												
		225.00										
JG Uniforms Inc												
JGUNIFOR												
31326	07/19/2013	233.40	0.00	09/03/2013	Uniform Allowance			-			No	0000
101-300-512-5070	Uniform allowance											
31326 Total:		233.40										
31482	08/12/2013	170.00	0.00	09/03/2013	Uniform allowance			-			No	0000
101-300-512-5070	Uniform allowance											
31482 Total:		170.00										
JGUNIFOR Total:		403.40										
JG Uniforms Inc Total:		403.40										
Klass Ray												
KLASSR												
08202013	08/20/2013	500.00	0.00	09/03/2013	Honorarium for band			-			No	0000
205-509-515-5270	Purchased program services											
08202013 Total:		500.00										
KLASSR Total:		500.00										
Klass Ray Total:		500.00										
Levine Nancy												
LEVINEN												
08202013	08/20/2013	20.00	0.00	09/03/2013	Refund - Aqua Zumba			-			No	0000
205-000-210-2430	Parks and Recs Control Deposit											
08202013 Total:		20.00										
LEVINEN Total:		20.00										
Levine Nancy Total:		20.00										
Lincolnwood Auto Const. Inc.												
LINCAC												
080113-212	08/01/2013	1,873.13	0.00	09/03/2013	Repair to damaged squads			-			No	0000
101-300-512-5480	R&M - vehicles											
080113-212 Total:		1,873.13										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
LINCAC Total:		1,873.13									
Lincolnwood Auto Const. Inc. Total:		1,873.13									
Lund Industries											
LUNDIND											
76821	08/06/2013	425.00	0.00	09/03/2013	Remove/install equipment in squad		-			No	0000
101-300-561-6580	Equipment - vehicles										
	76821 Total:	425.00									
	LUNDIND Total:	425.00									
Lund Industries Total:		425.00									
Maine-Niles Association of Spe											
MNASR											
13-121	08/02/2013	24,175.75	0.00	09/03/2013	Membership agency contributions		-			No	0000
205-580-515-5270	Purchased program services										
	13-121 Total:	24,175.75									
13-129	08/09/2013	4,162.66	0.00	09/03/2013	Inclusion services for August A		-			No	0000
205-580-515-5270	Purchased program services										
	13-129 Total:	4,162.66									
13-135	08/13/2013	4,341.58	0.00	09/03/2013	Inclusion services for August B		-			No	0000
205-580-515-5270	Purchased program services										
	13-135 Total:	4,341.58									
	MNASR Total:	32,679.99									
Maine-Niles Association of Spe Total:		32,679.99									
Merkel Aferdita											
MERKELA											
08132013	08/13/2013	379.80	0.00	09/03/2013	Refund - Last Hurrah		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	08132013 Total:	379.80									
	MERKELA Total:	379.80									
Merkel Aferdita Total:		379.80									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Motorola MOTOROLA							to V.B. Agenda				
13961934	06/07/2013	429.00	0.00	09/03/2013	Radio chargers	-			No	0000	
101-300-512-5730	Program supplies										
13961934	06/07/2013	231.40	0.00	09/03/2013	Remote speaker/mic	-			No	0000	
101-300-512-5730	Program supplies										
13961934	06/07/2013	325.00	0.00	09/03/2013	Radio batteries	-			No	0000	
101-300-512-5730	Program supplies										
	13961934 Total:	985.40									
13962304	06/11/2013	1,290.00	0.00	09/03/2013	Astor radios XTS 1500	-			No	0000	
101-300-512-5730	Program supplies										
13962304	06/11/2013	894.40	0.00	09/03/2013	Software for programming	-			No	0000	
101-300-512-5730	Program supplies										
	13962304 Total:	2,184.40									
	MOTOROLA Total:	3,169.80									
	Motorola Total:	3,169.80									
Napco Steel, Inc NAPCO											
362442	07/30/2013	1,129.00	0.00	09/03/2013	Steel for Truck #18	-			No	0000	
660-620-519-5480	R&M - vehicles										
	362442 Total:	1,129.00									
	NAPCO Total:	1,129.00									
	Napco Steel, Inc Total:	1,129.00									
Nelson Systems NELSONSY											
14675	07/16/2013	3,911.21	0.00	09/03/2013	Maintenance for 911 equip/Sep - Aug	-		No	0000		
215-000-512-5410	R&M - communications equipment										
	14675 Total:	3,911.21									
	NELSONSY Total:	3,911.21									
	Nelson Systems Total:	3,911.21									
New World Systems NEWWORLD											
029334	07/24/2013	6,000.00	0.00	09/03/2013	Software for records management	-		No	0000		
215-000-512-6530	Equipment - data processing										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
							to V.B. Agenda				
029335	07/24/2013	6,000.00									
215-000-512-5599	029334 Total:	2,160.00	0.00	09/03/2013	Software maintenance		-			No	0000
	Other contractual										
	029335 Total:	2,160.00									
	NEWWORLD Total:	8,160.00									
	New World Systems Total:	8,160.00									
North East Multi-Regional Trai											
NORTHEST											
172338	08/05/2013	300.00	0.00	09/03/2013	Training - Tactical shooting skills		-			No	0000
101-300-512-5590	Training										
	172338 Total:	300.00									
	NORTHEST Total:	300.00									
	North East Multi-Regional Trai Total:	300.00									
North Suburban Employee Benefi											
NSEBENEF											
Jul-13	08/08/2013	63,914.00	0.00	09/03/2013	Employee Health Insurance PPO - July		-			No	0000
102-000-210-2027	Health insurance premium withh				13						
	Jul-13 Total:	63,914.00									
	NSEBENEF Total:	63,914.00									
	North Suburban Employee Benefi Total:	63,914.00									
Northern Illinois Police Alar											
NTILPALS											
9154914	07/08/2013	20.00	0.00	09/03/2013	Pin for NIPAS uniform		-			No	0000
101-300-512-5070	Uniform allowance										
	9154914 Total:	20.00									
	NTILPALS Total:	20.00									
	Northern Illinois Police Alar Total:	20.00									
Orange Crush LLC											
ORANGCRH											
441813	08/19/2013	399.00	0.00	09/03/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	to V.B. Agenda	Task	Type	PO #	Close PO	Line #
442141	08/20/2013	399.00										
213-000-561-5340	Engineering	405.27	0.00	09/03/2013	Mod Surface			-			No	0000
442141 Total:		405.27										
ORANGCRH Total:		804.27										
Orange Crush LLC Total:		804.27										
Porter Lee Corporation												
PORTERLE												
13304	08/01/2013	866.00	0.00	09/03/2013	Annual Support fee for property mgmt			-			No	0000
101-300-512-5420	R&M - data processing equipmen											
13304 Total:		866.00										
PORTERLE Total:		866.00										
Porter Lee Corporation Total:		866.00										
Rabin Randy												
RABINR												
1SUNRG13	08/20/2013	450.00	0.00	09/03/2013	1st place regular season Sunday			-			No	0000
205-540-515-5615	Awards											
1SUNRG13 Total:		450.00										
1SUNTRN13	08/20/2013	300.00	0.00	09/03/2013	1st place tournament Sunday			-			No	0000
205-540-515-5615	Awards											
1SUNTRN13 Total:		300.00										
RABINR Total:		750.00										
Rabin Randy Total:		750.00										
Ray O'Herron Inc												
RAYOHERR												
1325212-IN	08/20/2013	174.42	0.00	09/03/2013	Uniform allowance			-			No	0000
101-300-512-5070	Uniform allowance											
1325212-IN Total:		174.42										
1325214-IN	08/20/2013	163.47	0.00	09/03/2013	Uniform allowance			-			No	0000
101-300-512-5070	Uniform allowance											
1325214-IN Total:		163.47										
RAYOHERR Total:		337.89										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Agenda	Task	Type	PO #	Close PO	Line #
Ray O'Herron Inc Total:												
		337.89										
Shore Galleries												
SHOREGAL												
93371	07/25/2013	27.85	0.00	09/03/2013	Uniform allowance			-			No	0000
101-300-512-5070	Uniform allowance											
93371 Total:		27.85										
93372	07/25/2013	193.66	0.00	09/03/2013	Uniform allowance			-			No	0000
101-300-512-5730	Program supplies											
93372 Total:		193.66										
93374	07/30/2013	160.85	0.00	09/03/2013	Uniform allowance			-			No	0000
101-300-512-5070	Uniform allowance											
93374 Total:		160.85										
SHOREGAL Total:		382.36										
Shore Galleries Total:		382.36										
State Industrial Products												
STATE												
96368734	07/26/2013	108.00	0.00	09/03/2013	Sanitizer for cells/dispatch center			-			No	0000
101-300-512-5730	Program supplies											
96368734	07/26/2013	284.00	0.00	09/03/2013	Hand sanitizer			-			No	0000
101-300-512-5730	Program supplies											
96368734	07/26/2013	33.80	0.00	09/03/2013	Shipping			-			No	0000
101-300-512-5730	Program supplies											
96368734 Total:		425.80										
96397786	08/15/2013	118.18	0.00	09/03/2013	Ecolutions glass cleaner, spray bottles			-			No	0000
101-420-511-5405	R&M - buildings											
96397786 Total:		118.18										
STATE Total:		543.98										
State Industrial Products Total:		543.98										
Suburban Laboratories, Inc.												
SUBURB												
30217	08/15/2013	67.50	0.00	09/03/2013	Coliform testing and disinfectant			-			No	0000
660-620-519-5320	Consulting											
30217 Total:		67.50										
SUBURB Total:		67.50										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Suburban Laboratories, Inc. Total:		67.50								
Survival Armor, Inc										
SURVIVAL										
0025128-IN	08/02/2013	850.00	0.00	09/03/2013	Protective safety vest		-		No	0000
101-300-512-5730	Program supplies									
0025128-IN	08/02/2013	20.73	0.00	09/03/2013	Shipping		-		No	0000
101-300-512-5730	Program supplies									
	0025128-IN Total:	870.73								
	SURVIVAL Total:	870.73								
Survival Armor, Inc Total:		870.73								
TLO LLC										
TLO										
TL0080113	08/01/2013	1.00	0.00	09/03/2013	System for background research		-		No	0000
101-300-512-5399	Other professional services									
	TL0080113 Total:	1.00								
	TLO Total:	1.00								
TLO LLC Total:		1.00								
Trans Union Corp										
TRANSU										
07300774	07/25/2013	35.00	0.00	09/03/2013	Credit checks on applicants		-		No	0000
101-300-512-5399	Other professional services									
	07300774 Total:	35.00								
	TRANSU Total:	35.00								
Trans Union Corp Total:		35.00								
Tri-Tech Inc.										
TRITECH										
94639	07/23/2013	203.94	0.00	09/03/2013	Evidence Technician dividers		-		No	0000
101-300-512-5730	Program supplies									
94639	07/23/2013	10.50	0.00	09/03/2013	Shipping		-		No	0000
101-210-511-5720	Postage									
	94639 Total:	214.44								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Agenda	Task	Type	PO #	Close PO	Line #
TRITECH Total:												
		214.44										
Tri-Tech Inc. Total:												
		214.44										
Tyco Integrated Security, LLC												
ADTSS												
2704865	07/23/2013	807.00	0.00	09/03/2013	Alarm system repair for PD			-			No	0000
101-420-511-5405	R&M - buildings											
2704865 Total:		807.00										
3634389	08/10/2013	300.75	0.00	09/03/2013	Annual alarm fee- Pump House			-			No	0000
660-610-519-5340	Maintenance Agreement Expense											
3634389 Total:		300.75										
ADTSS Total:		1,107.75										
Tyco Integrated Security, LLC Total:		1,107.75										
Village of Glenview												
VILLAGEG												
6465	07/31/2013	1,478.17	0.00	09/03/2013	Reimbursement - Code Enforcement			-			No	0000
101-300-512-5399	Other professional services											
6465 Total:		1,478.17										
VILLAGEG Total:		1,478.17										
Village of Glenview Total:		1,478.17										
Weinberg Lindsay												
WEINBL												
81613	08/16/2013	300.00	0.00	09/03/2013	Children's performer for Polar Express			-			No	0000
205-504-515-5270	Purchased program services											
81613 Total:		300.00										
WEINBL Total:		300.00										
Weinberg Lindsay Total:		300.00										
West Payment Center												
WESTPAY												
827755183	08/01/2013	144.32	0.00	09/03/2013	Subscription fee - July			-			No	0000
101-300-512-5399	Other professional services											
827755183 Total:		144.32										

to V.B. Agenda

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
WESTPAY Total:		144.32									
West Payment Center Total:		144.32									
Whistler's Restaurant											
WHISTLER											
WR08222013	08/22/2013	292.05	0.00	09/03/2013	Prisoner meals - May thru Aug 2013		-			No	0000
101-300-512-5730	Program supplies										
WR08222013 Total:		292.05									
WHISTLER Total:		292.05									
Whistler's Restaurant Total:		292.05									
Work' N Gear, LLC											
WRKNGEAR											
HA14354	07/15/2013	150.00	0.00	09/03/2013	Clothing allowance		-			No	0000
101-410-511-5070	Uniform allowance										
HA14354 Total:		150.00									
HA14923	07/29/2013	445.96	0.00	09/03/2013	Clothing allowance		-			No	0000
101-440-513-5070	Uniform allowance										
HA14923 Total:		445.96									
HA15160	08/05/2013	186.93	0.00	09/03/2013	Clothing allowance		-			No	0000
101-440-513-5070	Uniform allowance										
HA15160 Total:		186.93									
HA15418	08/12/2013	55.99	0.00	09/03/2013	Clothing allowance		-			No	0000
205-430-515-5070	Uniform allowance										
HA15418 Total:		55.99									
WRKNGEAR Total:		838.88									
Work' N Gear, LLC Total:		838.88									
Report Total:		147,152.49									

to V.B. Agenda

Accounts Payable To Be Paid Proof List

User: jmm
Printed: 08/26/2013 - 4:33 PM
Batch: 103-09-2013

to V.B. Agenda



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Bound Tree Medical, LLC										
BOUND										
81177933	08/20/2013	164.52	0.00	09/03/2013	Cold packs, cavicide, gloves		-		No	0000
101-350-512-5660	EMS supplies									
	81177933 Total:	164.52								
	BOUND Total:	164.52								
Bound Tree Medical, LLC Total:		164.52								
Brozville Graphics										
BROZVILL										
B0058	08/26/2013	75.00	0.00	09/03/2013	Business cards		-		No	0000
101-350-512-5560	Printing & copying services									
	B0058 Total:	75.00								
	BROZVILL Total:	75.00								
Brozville Graphics Total:		75.00								
Duntemann Mark										
DUNTEMAN										
2013-31	08/23/2013	4,002.50	0.00	09/03/2013	Ash tree re-inventory		-		No	0000
101-400-511-5039	Other contract labor									
	2013-31 Total:	4,002.50								
	DUNTEMAN Total:	4,002.50								
Duntemann Mark Total:		4,002.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Agenda	Task	Type	PO #	Close PO	Line #
Ex Caren												
EXC												
130355	06/24/2013	500.00	0.00	09/03/2013	Refund - electrical deposit			-			No	0000
101-000-210-2620	Contractor bonds payable											
	130355 Total:	500.00										
	EXC Total:	500.00										
	Ex Caren Total:	500.00										
Global Emergency Products Inc												
GLOBALEN												
AGJ7465	08/19/2013	338.63	0.00	09/03/2013	Service call for E15			-			No	0000
101-350-512-5480	R&M - vehicles											
	AGJ7465 Total:	338.63										
	GLOBALEN Total:	338.63										
	Global Emergency Products Inc Total:	338.63										
Jiffy Lube												
JIFFYLUB												
218564463	08/21/2013	84.99	0.00	09/03/2013	Oil change 1510			-			No	0000
101-350-512-5480	R&M - vehicles											
	218564463 Total:	84.99										
	JIFFYLUB Total:	84.99										
	Jiffy Lube Total:	84.99										
Laurens Restoration Inc												
LAURENS												
130108	04/09/2013	2,000.00	0.00	09/03/2013	Refund - street opening deposit			-			No	0000
101-000-210-2620	Contractor bonds payable											
	130108 Total:	2,000.00										
	LAURENS Total:	2,000.00										
	Laurens Restoration Inc Total:	2,000.00										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Litsos Nicholas											
LITSOS											
130435	07/11/2013	3,000.00	0.00	09/03/2013	Refund - Site development refund		-			No	0000
101-000-210-2620	Contractor bonds payable										
	130435 Total:	3,000.00									
	LITSOS Total:	3,000.00									
	Litsos Nicholas Total:	3,000.00									
Lowe's Business Acc/GECF											
LOWES											
2944	06/25/2013	18.96	0.00	09/03/2013	Carbon blades for PW Shop		-			No	0000
101-410-511-5730	Program supplies										
	2944 Total:	18.96									
	LOWES Total:	18.96									
	Lowe's Business Acc/GECF Total:	18.96									
Raynor Door Co											
RAYNOR											
13-094008	08/15/2013	326.60	0.00	09/03/2013	Motor for PD parking lot garage door		-			No	0000
101-420-511-5405	R&M - buildings										
	13-094008 Total:	326.60									
	RAYNOR Total:	326.60									
	Raynor Door Co Total:	326.60									
Sia John											
SIA											
120809	06/12/2013	1,000.00	0.00	09/03/2013	Refund - Driveway deposit		-			No	0000
101-000-210-2620	Contractor bonds payable										
	120809 Total:	1,000.00									
	SIA Total:	1,000.00									
	Sia John Total:	1,000.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Sun-Times Media/Pioneer Press										
PIONEPRS										
615052-01	08/01/2013	94.40	0.00	09/03/2013	Ad - 3719 Northshore		-		No	0000
101-240-517-5510	Advertising									
	615052-01 Total:	94.40								
	PIONEPRS Total:	94.40								
Sun-Times Media/Pioneer Press Total:		94.40								
Thompson Elevator Inspection S										
THOMPSO										
13-2528	08/21/2013	1,140.00	0.00	09/03/2013	30 semi annual elevator inspections		-		No	0000
101-240-517-5399	Other professional services									
	13-2528 Total:	1,140.00								
13-2707	08/12/2013	150.00	0.00	09/03/2013	One new construction elevator inspec		-		No	0000
101-240-517-5399	Other professional services									
	13-2707 Total:	150.00								
	THOMPSO Total:	1,290.00								
Thompson Elevator Inspection S Total:		1,290.00								
Tyco Integrated Security, LLC										
ADTSS										
4160190	08/15/2013	337.00	0.00	09/03/2013	Alarm system repair - PW Dept		-		No	0000
660-620-519-5340	Engineering									
	4160190 Total:	337.00								
4264572	08/16/2013	609.78	0.00	09/03/2013	Alarm system repair - PW Dept		-		No	0000
660-620-519-5340	Engineering									
	4264572 Total:	609.78								
	ADTSS Total:	946.78								
Tyco Integrated Security, LLC Total:		946.78								
Report Total:		13,842.38								

Request for Board Action

REFERRED TO BOARD: September 3, 2013

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Public Works Department

SUBJECT: Approval of a Resolution Awarding a Bid for Street Light Improvements within the Village in the Amount of \$822,727 to Elmund & Nelson Company

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At a January 11, 2007 Village Board Workshop regarding infrastructure improvements, staff proposed a capital improvement plan that included an estimated \$5,000,000 street light replacement program. The program was intended to replace street lights along the Village's arterial roadways in order to meet current safety standards. On September 21, 2007 the Village Board authorized the Village Manager to execute an Agreement with GeWalt Hamilton Associates (GHA) for a Phase I Street Light Engineering Study.

The study measured existing photometrics, evaluated which existing lighting is adequate, assessed the current state of light emitting diode (LED) street light technology and reviewed induction lighting options. The study focused on existing concrete street light poles on Touhy, Lincoln, Cicero, Pratt, Devon and Crawford Avenues. McCormick Avenue and Touhy Avenue west of Lawndale Avenue do not currently have street lights but were included as part of the study. The study recommended a phased plan for replacement/installation.

Year	Street
1	Cicero Avenue *Hamlin, Ridgeway, Morse, Pratt (east of Hamlin) and McCormick Ave (Pratt to Touhy)
2	Pratt Ave
3	McCormick Ave (Pratt to Devon) and Crawford Ave
4	Lincoln Ave and *Touhy (east of Hamlin)
5	Devon Ave and Touhy Ave (west of Hamlin)

*Denotes an area within the Tax Incrementing Financing (TIF) District

On November 6, 2008 the Village Board adopted a Resolution to approve the Phase I Street Light Engineering Study. At the January 8, 2009 Village Board meeting the Village Board approved a proposal from GHA to provide professional civil engineering services for the design and construction management of year one and year two of the Village's street light improvements project.

Year one of the street light improvements was completed in 2012.

On July 4, 2013 the Village requested bids for year two of the Village's street light replacement project. Bid notices were posted in the *Dodge Report* and in the *Pioneer Press*. In addition, specifications were sent to 10 vendors. On July 17, 2013 a mandatory pre-bid meeting was held. Five contractors were in attendance. On August 16, 2013 the Village received two bids.

In 2008 when the initial streetlight plan was approved the Village Board directed staff to pursue LED lights for the project once they became available and approved by the Illinois Department of Transportation (IDOT). Approximately two years ago IDOT approved LED lights to be utilized within IDOT right of ways. Therefore, the project was bid with two different light options. Metal halide and light emitting diode (LED). Currently, metal halide bulbs are predominantly utilized in street lights within the Village. Due to the fact that they are still fairly new to the market the project was bid to obtain prices for both to ensure that the installation of LED lights would not be cost prohibitive.

Elmund & Nelson Co. was the lowest responsible bidder at \$822,727 for LED lights. A detailed breakdown of the 2013 bid results can be found below:

Vendor	Location	LED Lights	Metal Halide Lights
Elmund & Nelson Co.	Elgin	\$822,727.00	\$1,023,297.00
Utility Dynamics	Oswego	\$971,523.25	\$1,048,023.25

The engineering estimate for year two of the street light improvements project was \$1,095,960. Elmund & Nelson Co.'s bid is \$273,233 under GHA's engineering estimate.

Staff along with the Village Engineer is recommending moving forward with the LED street lights. There is initial installation savings of \$200,570 by using LED lights due to the reduced amount of cabling that is required for the lights. In addition, the Village anticipates electricity savings of up to 50% with LED street lights as well as longer life expectancy on the fixtures which is estimated to save 50-75% in maintenance costs.

GHA has checked the references of Elmund & Nelson Co., all of which confirm that Elmund & Nelson Co. provide quality service in a timely manner, making them the lowest, responsible bidder. In addition, the Village Engineer has reviewed the bid proposal and GHA's review and concurs with their recommendation.

FINANCIAL IMPACT:

\$1,178,083 has been budgeted in the Fiscal Year 2013/2014 Transportation Improvement Fund.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Bid Proposal
3. Agreement
4. Gewalt Hamilton's Recommendation
5. GIS Map of Street Light Replacement Program

RECOMMENDED MOTION:

Move to approve a Resolution awarding a bid for street light improvements within the Village in the amount of \$822,727 to Elmund & Nelson Company.

RESOLUTION NO. R2013-_____

**A RESOLUTION AUTHORIZING A BID AWARD TO ELMUND & NELSON
COMPANY OF ELGIN, ILLINOIS FOR STREET LIGHT INSTALLATION SERVICES
IN THE AMOUNT OF \$822,727**

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 Elmund & Nelson Co. ("**E & N**") for street light installation 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 **E & N** for street light installation 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 **E & N**; 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.

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

EXHIBIT A

CONTRACT

VILLAGE OF LINCOLNWOOD
CONTRACT FOR PRATT AVENUE LIGHTING IMPROVEMENTS
CENTRAL TO HAMLIN
BIDDER'S PROPOSAL

Full Name of Bidder ("**Bidder**") Elmund & Nelson
Principal Office Address 1510 Sheldon Dr - Elgin, IL 60120
Local Office Address 1510 Sheldon Dr - Elgin, IL 60120
Contact Person Robert Hill Telephone 847-695-7000

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

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

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

1. **Work Proposal**

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

BID PROPOSAL

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

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

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Article II of the General Conditions of Contract included in this Bid Package, take in full payment for the Work and all other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; compensation to all Subcontractors and Suppliers; and such risks and changes in the Work as Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price, the compensation set forth on the following "Schedule of Prices" ("**Price Proposal**"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract Documents:

Elmund and Nelson Co.

SCHEDULE OF PRICES

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

A. UNIT PRICES

COMPLETE TABLE AS INDICATED for **BASE BID** (Revised Per Addendum #1)

#	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	EARTH EXCAVATION	CU YD	32	60 ⁰⁰	1920 ⁰⁰
2	SUPPLEMENTAL WATERING	UNIT	75	80 ⁰⁰	6000 ⁰⁰
3	SUBBASE GRANULAR MATERIAL, TYPE B	TON	50	20 ⁰⁰	1000 ⁰⁰
4	MOBILIZATION	L SUM	1	38115 ⁰⁰	38115 ⁰⁰
5	TRAFFIC CONTROL & PROTECTION, SPECIAL	L SUM	1	3900 ⁰⁰	3900 ⁰⁰
6	MAINTENANCE OF EXISTING LIGHTING SYSTEM COMPLETE	L SUM	1	3500 ⁰⁰	3500 ⁰⁰
7	REMOVAL OF LIGHT UNIT. SALVAGE	EACH	127	400 ⁰⁰	50800 ⁰⁰
8	REMOVAL OF POLE FOUNDATION	EACH	127	350 ⁰⁰	44450 ⁰⁰
9	REMOVAL OF POLE FOUNDATION, FULL DEPTH	EACH	5	600 ⁰⁰	3000 ⁰⁰
10	REMOVE LIGHTING CONTROLLER, SPECIAL	EACH	5	800 ⁰⁰	4000 ⁰⁰
11	RELOCATE SIGN	EACH	158	60 ⁰⁰	9480 ⁰⁰
12	METAL POST - TYPE B	FOOT	360	10 ⁰⁰	3600 ⁰⁰
13	SIDEWALK REMOVAL	SQ FT	1500	1.50	2250 ⁰⁰
14	COMBINATION CURB AND GUTTER REMOVAL	FOOT	80	5.50	440 ⁰⁰
15	CURB REMOVAL	FOOT	50	5.50	275 ⁰⁰
16	PAVEMENT REMOVAL	SQ FT	325	4.00	1300 ⁰⁰
17	MEDIAN REMOVAL AND REPLACEMENT	SQ FT	480	13.00	6240 ⁰⁰
18	5" HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ FT	450	15.00	6750 ⁰⁰
19	7" PCC DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ FT	450	10.00	4500 ⁰⁰
20	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,475	5.80	8555 ⁰⁰
21	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	75	25 ⁰⁰	1875 ⁰⁰
22	CONCRETE CURB, TYPE B	FOOT	25	21 ⁰⁰	525 ⁰⁰
23	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	5	295 ⁰⁰	1475 ⁰⁰
24	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	5	215 ⁰⁰	1075 ⁰⁰

2/17

Elmund and Nelson &

25	AGGREGATE (PRIME COAT)	TON	1	400 ⁰⁰	400 ⁰⁰
26	RESTORE PARKING STALL, SPECIAL	L SUM	1	4300 ⁰⁰	4300 ⁰⁰
27	HANDHOLE	EACH	1	1400 ⁰⁰	1400 ⁰⁰
28	HEAVY-DUTY HANDHOLE	EACH	1	1800 ⁰⁰	1800 ⁰⁰
29	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	60,000	.65	39000 ⁰⁰
30	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	12,000	.80	9600 ⁰⁰
31	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 3/0	FOOT	350	11.00	3850 ⁰⁰
32	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	13,500	10 ⁰⁰	135000 ⁰⁰
33	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	50	10 ⁰⁰	500 ⁰⁰
34	LIGHT POLE FOUNDATION, SPECIAL	FOOT	731	125 ⁰⁰	91375 ⁰⁰
35	CONCRETE FOUNDATION, TYPE D	FOOT	13.5	200 ⁰⁰	2700 ⁰⁰
36	LIGHTING CONTROLLER, SPECIAL	EACH	3	5000 ⁰⁰	15000 ⁰⁰
37	ELECTRIC SERVICE INSTALLATION	EACH	3	1600 ⁰⁰	4800 ⁰⁰
38	ELECTRIC UTILITY SERVICE CONNECTION	L SUM	1	\$3,000.00	\$3,000.00
39	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, SINGLE - 8 FOOT DAVIT ARM, SPECIAL	EACH	73	1856 ⁰⁰	135488 ⁰⁰
40	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, DUAL 180 - 4 & 12 FOOT DAVIT ARM, SPECIAL	EACH	4	2615 ⁰⁰	10460 ⁰⁰
41	LUMINAIRE, ITEM F1, SPECIAL	EACH	15	548 ⁰⁰	8220 ⁰⁰
42	LUMINAIRE, ITEM F2, SPECIAL	EACH	59	822 ⁰⁰	48498 ⁰⁰
43	LUMINAIRE, ITEM F3, SPECIAL	EACH	4	822 ⁰⁰	3288 ⁰⁰
44	LUMINAIRE, ITEM F4, SPECIAL	EACH	3	695 ⁰⁰	2085 ⁰⁰
45	BANNER ARMS	EACH	47	360 ⁰⁰	16920 ⁰⁰
46	LIGHT POLE BASE, HDPE, SPECIAL	EACH	77	735 ⁰⁰	56595 ⁰⁰
47	BRICK PAVER REMOVAL AND REPLACEMENT	SQ FT	25	40 ⁰⁰	1000 ⁰⁰
48	UNIT DUCT SPLICE	EACH	4	200 ⁰⁰	800 ⁰⁰
49	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, SINGLE - 8 FOOT DAVIT ARM, SPECIAL (FURNISH ONLY)	EACH	4	1570 ⁰⁰	6280 ⁰⁰
50	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, DUAL 180 - 8 FOOT DAVIT ARM, SPECIAL (FURNISH ONLY)	EACH	1	2145 ⁰⁰	2145 ⁰⁰
51	LIGHT POLE BASE, HDPE, SPECIAL (FURNISH ONLY)	EACH	5	714 ⁰⁰	3570 ⁰⁰
52	LUMINAIRE, ITEM F1, SPECIAL (FURNISH ONLY)	EACH	2	463 ⁰⁰	926 ⁰⁰
53	LUMINAIRE, ITEM F2, SPECIAL (FURNISH ONLY)	EACH	2	738 ⁰⁰	1476 ⁰⁰
54	LUMINAIRE, ITEM F3, SPECIAL (FURNISH ONLY)	EACH	2	738 ⁰⁰	1476 ⁰⁰
55	PROJECT REVIEW BY VILLAGE MAINTENANCE CONTRACTOR	HOURL	40	\$125.00 (estimated)	\$5,000.00
56	IDOT PERMIT AND BOND	L SUM	1	250 ⁰⁰	250 ⁰⁰
57	GPS AS-BUILTS	L SUM	1	500 ⁰⁰	500 ⁰⁰

3/17

TOTAL CONTRACT PRICE (**Base Bid**) (the sum of the extensions):

Eight Hundred Twenty Two Thousand Seven Hundred Twenty Seven
 Dollars and *ZERO* Cents
 (in writing) (in writing)

822,727
 Dollars and *00* Cents
 (in figures) (in figures)

Supplemental Unit Prices

LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, SINGLE - 8 FOOT DAVIT ARM, SPECIAL (HADCO)	EACH	73	3172 ⁰⁰	231556 ⁰⁰
LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, DUAL 180 - 4 & 12 FOOT DAVIT ARM, SPECIAL (HADCO)	EACH	4	3940 ⁰⁰	15760 ⁰⁰
LUMINAIRE, ITEM F1, SPECIAL (AMERICAN ELECTRIC)	EACH	15	540 ⁰⁰	8100 ⁰⁰
LUMINAIRE, ITEM F2, SPECIAL (AMERICAN ELECTRIC)	EACH	59	703 ⁰⁰	41477 ⁰⁰
LUMINAIRE, ITEM F3, SPECIAL (AMERICAN ELECTRIC)	EACH	4	703 ⁰⁰	2812 ⁰⁰
LUMINAIRE, ITEM F4, SPECIAL (AMERICAN ELECTRIC)	EACH	3	703 ⁰⁰	2109 ⁰⁰
LUMINAIRE, ITEM F1, SPECIAL (LEOTEK)	EACH	15	540 ⁰⁰	8100 ⁰⁰
LUMINAIRE, ITEM F2, SPECIAL (LEOTEK)	EACH	59	558 ⁰⁰	32922 ⁰⁰
LUMINAIRE, ITEM F3, SPECIAL (LEOTEK)	EACH	4	558 ⁰⁰	2232 ⁰⁰
LUMINAIRE, ITEM F4, SPECIAL (LEOTEK)	EACH	3	558 ⁰⁰	1674 ⁰⁰
LIGHT POLE BASE, CLAMSHELL, SPECIAL	EACH	77	1410 ⁰⁰	108570 ⁰⁰
LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, SINGLE - 8 FOOT DAVIT ARM, SPECIAL (FURNISH ONLY) (HADCO)	EACH	4	2907 ⁰⁰	11628 ⁰⁰
LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, DUAL 180 - 8 FOOT DAVIT ARM, SPECIAL (FURNISH ONLY) (HADCO)	EACH	1	3508 ⁰⁰	3508 ⁰⁰
LIGHT POLE BASE, CLAMSHELL, SPECIAL (FURNISH ONLY)	EACH	5	1390 ⁰⁰	6950 ⁰⁰
LUMINAIRE, ITEM F1, SPECIAL (AMERICAN ELECTRIC) (FURNISH ONLY)	EACH	2	456 ⁰⁰	912 ⁰⁰
LUMINAIRE, ITEM F2, SPECIAL (AMERICAN ELECTRIC) (FURNISH ONLY)	EACH	2	618 ⁰⁰	1236 ⁰⁰
LUMINAIRE, ITEM F3, SPECIAL (AMERICAN ELECTRIC) (FURNISH ONLY)	EACH	2	618 ⁰⁰	1236 ⁰⁰
LUMINAIRE, ITEM F1, SPECIAL (LEOTEK) (FURNISH ONLY)	EACH	2	454 ⁰⁰	908 ⁰⁰
LUMINAIRE, ITEM F2, SPECIAL (LEOTEK) (FURNISH ONLY)	EACH	2	473 ⁰⁰	946 ⁰⁰
LUMINAIRE, ITEM F3, SPECIAL (LEOTEK) (FURNISH ONLY)	EACH	2	473 ⁰⁰	946 ⁰⁰

PROPOSAL

SCHEDULE OF PRICES (CONT.)

If there is a "Last Minute" change in a price for an item in this Schedule of Prices, Bidder may utilize the item below to avoid changing the tabulated extension of the affected Unit Price Item and resulting Contract Price Total. The amount, if any, shown in the item below shall be added or deducted to the Total Contract Price for the Work, as indicated by Bidder by placing an "X" in the applicable box or boxes below. Any Bidder's Proposal that fails to indicate whether the amount or amounts shown are to be added to or deducted from the Contract Price Total for such Unit Price Item may be rejected or may be interpreted as a "deduct."

We will ☐ ADD \$ _____
or

☐ DEDUCT \$ _____

for _____

[INSERT DESCRIPTION OF THE UNIT PRICE ITEM NO. AND/OR BASIS FOR THE CHANGE]

We will ☐ ADD \$ _____
or

☐ DEDUCT \$ _____

for _____

[INSERT DESCRIPTION OF THE UNIT PRICE ITEM NO. AND/OR BASIS FOR THE CHANGE]

We will ☐ ADD \$ _____
or

☐ DEDUCT \$ _____

for _____

[INSERT DESCRIPTION OF THE UNIT PRICE ITEM NO. AND/OR BASIS FOR CHANGE]

NOTE: THE AMOUNT OR AMOUNTS SHOWN TO BE ADDED TO OR DEDUCTED FROM THE CONTRACT PRICE TOTAL FOR SUCH UNIT PRICE ITEM (I) SHALL NOT BE UTILIZED AS AN ALTERNATE TO SUPPLYING A SEPARATE REQUESTED PRICE FOR EACH AND EVERY ITEM NAMED IN THE BIDDER'S PROPOSAL FORM AND (II) SHALL BE BASED ON UNIT PRICE ITEMS THAT FULLY COMPLY, WITHOUT EXCEPTION, TO THE SPECIFICATIONS INCLUDED IN THIS BID PACKAGE AND ALL OTHER REQUIREMENTS OF THE CONTRACT.

PROPOSAL

SCHEDULE OF PRICES (CONT.)

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

A. UNIT PRICES

COMPLETE TABLE AS INDICATED for
ALTERNATE BID

#	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	EARTH EXCAVATION	CU YD	32	60 ⁻	1,920 ⁻
2	SUPPLEMENTAL WATERING	UNIT	75	80 ⁻	6,000 ⁻
3	SUBBASE GRANULAR MATERIAL, TYPE B	TON	50	20 ⁻	1,000 ⁻
4	MOBILIZATION	L SUM	1	39,900 ⁻	39,900 ⁻
5	TRAFFIC CONTROL & PROTECTION, SPECIAL	L SUM	1	3,900 ⁻	3,900 ⁻
6	MAINTENANCE OF EXISTING LIGHTING SYSTEM COMPLETE	L SUM	1	3,500 ⁻	3,500 ⁻
7	REMOVAL OF LIGHT UNIT, SALVAGE	EACH	127	400 ⁻	50,800 ⁻
8	REMOVAL OF POLE FOUNDATION	EACH	127	350 ⁻	44,450 ⁻
9	REMOVAL OF POLE FOUNDATION, FULL DEPTH	EACH	5	600 ⁻	3,000 ⁻
10	REMOVE LIGHTING CONTROLLER, SPECIAL	EACH	5	800 ⁻	4,000 ⁻
11	RELOCATE SIGN	EACH	158	60 ⁻	9,480 ⁻
12	METAL POST - TYPE B	FOOT	360	10 ⁻	3,600 ⁻
13	SIDEWALK REMOVAL	SQ FT	1,500	1.50	2,250 ⁻
14	COMBINATION CURB AND GUTTER REMOVAL	FOOT	80	5.50	440 ⁻
15	CURB REMOVAL	FOOT	50	5.50	275 ⁻
16	PAVEMENT REMOVAL	SQ FT	325	4 ⁻	1,300 ⁻
17	MEDIAN REMOVAL AND REPLACEMENT	SQ FT	480	13 ⁻	6,240 ⁻
18	5" HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ FT	450	15 ⁻	6,750 ⁻
19	7" PCC DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ FT	450	10 ⁻	4,500 ⁻
20	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,475	5.80	8,555 ⁻
21	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	75	25 ⁻	1,875 ⁻
22	CONCRETE CURB, TYPE B	FOOT	25	21 ⁻	525 ⁻
23	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	5	295 ⁻	1,475 ⁻

PROPOSAL

SCHEDULE OF PRICES (CONT.)

24	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	5	215 ⁻	1,075 ⁻
25	AGGREGATE (PRIME COAT)	TON	1	400 ⁻	400 ⁻
26	RESTORE PARKING STALL, SPECIAL	L SUM	1	4,300 ⁻	4,300 ⁻
27	HANDHOLE	EACH	1	1,400 ⁻	1,400 ⁻
28	HEAVY-DUTY HANDHOLE	EACH	1	1,800 ⁻	1,800 ⁻
29	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	28,000	.65	18,200 ⁻
30	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	35,000	.80	28,000 ⁻
31	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	14,500	1.10	15,950 ⁻
32	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 3/0	FOOT	350	11 ⁻	3,850 ⁻
33	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	12,500	10 ⁻	125,000 ⁻
34	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2 1/2" DIA.	FOOT	2,000	18 ⁻	36,000 ⁻
35	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	50	10 ⁻	500 ⁻
36	LIGHT POLE FOUNDATION, SPECIAL	FOOT	733	125 ⁻	91,625 ⁻
37	CONCRETE FOUNDATION, TYPE D	FOOT	13.5	200 ⁻	2,700 ⁻
38	LIGHTING CONTROLLER, SPECIAL	EACH	3	5,000 ⁻	15,000 ⁻
39	ELECTRIC SERVICE INSTALLATION	EACH	3	1,600 ⁻	4,800 ⁻
40	ELECTRIC UTILITY SERVICE CONNECTION	L SUM	1	\$3,000.00	\$3,000.00
41	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, SINGLE - 8 FOOT DAVIT ARM, SPECIAL	EACH	72	3,172 ⁻	228,384 ⁻
42	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, DUAL 90 - 8 FOOT DAVIT ARM, SPECIAL	EACH	1	3,870 ⁻	3,870 ⁻
43	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, DUAL 180 - 4 & 12 FOOT DAVIT ARM, SPECIAL	EACH	4	3,940 ⁻	15,760 ⁻
44	LUMINAIRE, ITEM F1, SPECIAL	EACH	15	600 ⁻	9,000 ⁻
45	LUMINAIRE, ITEM F2, SPECIAL	EACH	60	600 ⁻	36,000 ⁻
46	LUMINAIRE, ITEM F3, SPECIAL	EACH	4	600 ⁻	2,400 ⁻
47	LUMINAIRE, ITEM F4, SPECIAL	EACH	3	600 ⁻	1,800 ⁻
48	BANNER ARMS	EACH	47	614 ⁻	28,858 ⁻
49	LIGHT POLE BASE, HDPE, SPECIAL	EACH	4	735 ⁻	2,940 ⁻
50	LIGHT POLE BASE, CLAMSHELL, SPECIAL	EACH	73	1,410 ⁻	102,930 ⁻
51	BRICK PAVER REMOVAL AND REPLACEMENT	SQ FT	25	40 ⁻	1,000 ⁻
52	UNIT DUCT SPLICE	EACH	4	200 ⁻	800 ⁻
53	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, SINGLE - 8 FOOT DAVIT ARM, SPECIAL (FURNISH ONLY)	EACH	4	2,907 ⁻	11,628 ⁻
54	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, DUAL 180 - 8 FOOT DAVIT ARM, SPECIAL (FURNISH ONLY)	EACH	1	3,508 ⁻	3,508 ⁻

PROPOSAL

SCHEDULE OF PRICES (CONT.)

55	LIGHT POLE BASE, HDPE, SPECIAL (FURNISH ONLY)	EACH	1	714 ⁻	714 ⁻
56	LIGHT POLE BASE, CLAMSHELL, SPECIAL (FURNISH ONLY)	EACH	4	1,390 ⁻	5,560 ⁻
57	LUMINAIRE, ITEM F1, SPECIAL (FURNISH ONLY)	EACH	2	510 ⁻	1,020 ⁻
58	LUMINAIRE, ITEM F2, SPECIAL (FURNISH ONLY)	EACH	2	510 ⁻	1,020 ⁻
59	LUMINAIRE, ITEM F3, SPECIAL (FURNISH ONLY)	EACH	2	510 ⁻	1,020 ⁻
60	PROJECT REVIEW BY VILLAGE MAINTENANCE CONTRACTOR	HOURL	40	\$125 (estimated)	\$5,000.00
61	IDOT PERMIT AND BOND	L SUM	1	250 ⁻	250 ⁻
62	GPS AS-BUILTS	L SUM	1	500 ⁻	500 ⁻

TOTAL CONTRACT PRICE (Alternate Bid) (the sum of the extensions):

one million twenty-three thousand two hundred zero Dollars and zero Cents
(in writing) ninety seven (in writing)

1,023,297⁻ Dollars and 00 Cents
(in figures) (in figures)

PROPOSAL

SCHEDULE OF PRICES (CONT.)

If there is a "Last Minute" change in a price for an item in this Schedule of Prices, Bidder may utilize the item below to avoid changing the tabulated extension of the affected Unit Price Item and resulting Contract Price Total. The amount, if any, shown in the item below shall be added or deducted to the Total Contract Price for the Work, as indicated by Bidder by placing an "X" in the applicable box or boxes below. **Any Bidder's Proposal that fails to indicate whether the amount or amounts shown are to be added to or deducted from the Contract Price Total for such Unit Price Item may be rejected or may be interpreted as a "deduct."**

We will ☐ ADD \$ _____
or
☐ DEDUCT \$ _____

for _____
[INSERT DESCRIPTION OF THE UNIT PRICE ITEM NO. AND/OR BASIS FOR THE CHANGE]

We will ☐ ADD \$ _____
or
☐ DEDUCT \$ _____

for _____
[INSERT DESCRIPTION OF THE UNIT PRICE ITEM NO. AND/OR BASIS FOR THE CHANGE]

We will ☐ ADD \$ _____
or
☐ DEDUCT \$ _____

for _____
[INSERT DESCRIPTION OF THE UNIT PRICE ITEM NO. AND/OR BASIS FOR CHANGE]

NOTE: THE AMOUNT OR AMOUNTS SHOWN TO BE ADDED TO OR DEDUCTED FROM THE CONTRACT PRICE TOTAL FOR SUCH UNIT PRICE ITEM (I) SHALL NOT BE UTILIZED AS AN ALTERNATE TO SUPPLYING A SEPARATE REQUESTED PRICE FOR EACH AND EVERY ITEM NAMED IN THE BIDDER'S PROPOSAL FORM AND (II) SHALL BE BASED ON UNIT PRICE ITEMS THAT FULLY COMPLY, WITHOUT EXCEPTION, TO THE SPECIFICATIONS INCLUDED IN THIS BID PACKAGE AND ALL OTHER REQUIREMENTS OF THE CONTRACT.

PROPOSAL**SCHEDULE OF PRICES (CONT.)****B. BASIS FOR DETERMINING PRICES**

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Engineer's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of such risks, changes, and Subcontractor or Supplier claims, or payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

PROPOSAL**3. Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work immediately upon execution by Owner of the Contract Agreement ("***Commencement Date***") and will perform the Work diligently and continuously and will complete all the Work by **April 15, 2014**. It is expected that construction would start around October 1, 2013.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 Days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 12 and 16 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only Persons interested in this Bidder's Proposal as principals are those named in the Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other Person.

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

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

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

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 7 of the Invitation for Bidder's Proposals included in this Bid Package.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 7 of the Invitation for Bidder's Proposals included in this Bid Package for

PROPOSAL

the sum of [10% of Total] dollars (\$ _____), which is equal to at least ten percent of Bidder's Price Proposal ("**Bid Security**").

8. Owner's Remedies

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

9. Owner's Rights

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

10. Bidder's Obligations

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

DATED this 16th day of August, 2013.

ATTEST:

Elmund E Nelson G.

Bidder

By:

Pamela Fay Sanders, Notary

By:

[Signature]

Title:

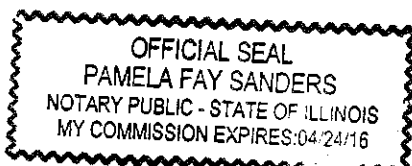
Notary

Secretary

Title:

Vice President

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





**ADDENDUM #1
PRATT AVENUE STREET LIGHTING IMP.
CENTRAL TO HAMLIN
VILLAGE OF LINCOLNWOOD**

850 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

820 Lakeside Drive, Suite 5, Gurnee, IL 60031
TEL 847.855.1100 ■ FAX 847.855.1115

www.gha-engineers.com

ISSUED: August 9, 2013

BID DUE DATE: August 16, 2013, 11:00 AM. (no change)

This addendum clarifies and revises some items to the contract documents.

This addendum includes a REVISED BID PROPOSAL sheet for the Base Bid only, which shall be used by all bidders responding to this project.

The Village has approved equals as noted in this addendum for bidding purposes only at this time. The Village will continue to evaluate and review these equals and anticipates a final decision after the letting date.

SPECIFICATION ITEMS:

Bid Proposal

- Supplemental unit price items have been added.

Special Provisions

- Revisions to special provisions as attached.

All other provisions of the contract documents remain the same. It is imperative that the bidders review the information and acknowledge receipt by faxing back to GEWALT HAMILTON ASSOCIATES, INC., at 847-478-9701. This information shall also be attached to the bid proposal.

**BIDDERS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #1.
PLEASE FAX BACK TO GEWALT HAMILTON ASSOCIATES, INC. AT
847-478-9701. ALSO, PLEASE INCLUDE AND NOTE THIS ADDENDUM IN
YOUR BID PROPOSAL.**

PLAN HOLDER: Elmund & Nelson Co

DATE: 8/16/13

BIDDER'S SWORN ACKNOWLEDGMENT

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgment are true and correct.

1. Corporation

Pursuant to a Resolution of the corporation's Board of Directors taken on
 ,[INSERT DATE], a certified copy of which is hereto attached,
 ,[INSERT NAME], who is the ,[INSERT TITLE] of the corporation, is
 authorized to sign this Bidder's Proposal, the Contract and all documents related thereto.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Arlette Nelson	1717 Koda-Marengo, 60152
Vice President	Krystyna Fularowicz	686 Littleton Elgin, 60120
Secretary	Arlette Nelson	1717 Koda-Marengo IL 60152
Treasurer	Arlette Nelson	1717 Koda Marengo IL 60152

The stockholders of the corporation who own 10 percent or more of its stock of any class are as follows:

ACKNOWLEDGMENT

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
<u>Arlette Nelson</u>	<u>1717 Koda-Mavena II</u> <u>60152</u>	<u>100%</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____, [INSERT STATE OF ORGANIZATION], pursuant to that certain Partnership Agreement dated as of _____, [INSERT DATE], that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____, [INSERT LEGAL NAME OF PARTNERSHIP].

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pursuant to a power of attorney executed by all of the General Partners on [INSERT DATE], a certified copy of which is hereto attached, [INSERT NAME] is the attorney-in-fact for the partnership and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for the partnership. **[STRIKE OUT THIS PARAGRAPH IF NOT APPLICABLE]**

3. Individual

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

ACKNOWLEDGMENT

Pursuant to a power of attorney executed by Bidder on [INSERT DATE], a certified copy of which is hereto attached, [INSERT NAME] is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[STRIKE OUT THIS PARAGRAPH IF NOT APPLICABLE]**

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of [INSERT STATE OF ORGANIZATION] pursuant to that certain Joint Venture Agreement dated as of [INSERT DATE]; that is qualified to do business in the State of Illinois, and that is operating under the legal name of [INSERT LEGAL NAME]

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

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
_____ () _____	_____	_____
_____ () _____	_____	_____
_____ () _____	_____	_____
_____ () _____	_____	_____
_____ () _____	_____	_____

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

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on [INSERT DATE], a certified copy of which is hereto attached, [INSERT NAME] is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[STRIKE OUT THIS PARAGRAPH IF NOT APPLICABLE]**

ACKNOWLEDGMENT

DATED this 16th day of August, 2013.

ATTEST:

By: [Signature]

Title: Vice President

Elmund & Nelson
Bidder

By: [Signature]

Title: President

Subscribed and Sworn to
before me this 16th day
of August, 2013

[Signature]
Notary Public

My Commission Expires: 4-24-16

[SEAL]



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

VILLAGE OF LINCOLNWOOD
CONTRACT PRATT AVENUE LIGHTING IMPROVEMENTS
CENTRAL TO HAMLIN

BIDDER'S SWORN WORK HISTORY STATEMENT

[INSERT NAME OF DEPONENT] ("*Deponent*"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK
HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: Electrical Contracting

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u> </u> % Federal	<u>40</u> % As Contractor	<u>90</u> % Bidder's Forces
<u>80</u> % Other Public	<u>60</u> % As Subcontractor	<u>10</u> % Subcontractors
<u>20</u> % Private		<u> </u> % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 39 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

WORK HISTORY STATEMENT

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
Village of Downers Grove	Electrical Contractor-A	EL-000553	12/31/2013
_____	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	V.O. Wood Dale	V.O. Flossmoor	V.O. Schaumburg (via IDOT)
Owner Address	404 N. Wood Dale Rd Wood Dale, IL 60191	1700 Central Park Ave. Flossmoor, IL 60422	714 S. Plum Grove Rd. Schaumburg, IL 60193
Reference	George Goodhue	George Peluso	Margo Killian
Telephone Number	630 766-4900	708 957-4137	847 923-6652
Type of Work	Wood Dale Rd Street Lighting	Downtown Street Lighting	Rt. 58 Street Lighting
	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

WORK HISTORY STATEMENT

Amount of Contract 374,948.⁴⁴ 727,764⁻ 696,182⁻
 Date Commenced 4/12 6/2012 1/2012
 Date Completed 6/12 9/2012 7/2012

DATED this 16th day of August, 2013

ATTEST:

Elmund S. Nelson

"Bidder"

By: [Signature]

By: [Signature]

Title: Secretary

Title: Vice President

Subscribed and Sworn to
before me this 16th day
of August, 2013

My Commission Expires: 4-24-16

Pamela Fay Sanders
Notary Public

[SEAL]



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

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Elmund & Nelson Co

1510 Sheldon Drive

Elgin, IL 60120

OWNER:

(Name, legal status and address)
Village of Lincolnwood

6900 N Lincoln Avenue

Lincolnwood, IL 60712

BOND AMOUNT: 10% of Bid

PROJECT:

(Name, location or address, and Project number, if any)

Pratt Avenue Street Lighting Improvements

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

62 Maple Avenue

Keene, New Hampshire 03431

Mailing Address for Notices

The Ohio Casualty Insurance Company

Attention: Surety Claims Department

1001 4th Avenue, Suite 1700

Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15 day of August

2013

(Witness)

Elmund & Nelson Co

(Principal)

President
(Title)

The Ohio Casualty Insurance Company

(Surety)

(Title) Attorney in Fact

Principal: Elmund & Nelson Co

ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

Agency Name: Connor & Gallagher Insurance Services, Inc.

Agent Code: 120153

Bond Number:

Obligee: Village of Lincolnwood

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Thomas W. Connor, Daniel E. Gallagher, Patricia L. Smith, John W. Gardner, Christina Swais, Phil Stratman, Amy Watkins, Kerri Stephens of Lisle, Illinois its true and lawful agent(s) and attorney (ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 1st day of December, 2012.



STATE OF WASHINGTON
COUNTY OF KING

Gregory W. Davenport Assistant Secretary

On this 1st day of December, 2012 before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came Gregory W. Davenport, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Seattle, State of Washington, the day and year first above written.



Notary Public in and for County of King, State of Washington
My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 15 day of August 2013



David M. Carey Assistant Secretary

CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD
AND
Elmund & Nelson Co.
FOR THE CONSTRUCTION OF
Street Lights within the Village

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CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT A1- Schedule of Contract Prices

ATTACHMENT B - Specifications

ATTACHMENT C - List of Drawings

ATTACHMENT D – Special Project Requirements

APPENDIX 1 - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation (“**Owner**”), and ***Elmund & Nelson Co., 1510 Sheldon Drive Elgin, IL 60120-8133*** (“**Contractor**”), make this Contract as of the _____ day of _____, 2013, and hereby agree as follows:

ARTICLE I **THE WORK**

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C4, **and the Special Project Requirements attached hereto as Attachment D.**

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("**Required Submittals**"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on 8-1/2 inch by 11-inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall

establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work, as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

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

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("**Change Order**"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business

days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time

within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("**Bonds**"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the

expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("***Contract Price***"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("***Progress Payments***").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("***Pay Request***"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("**Notice of Completion**"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("**Punch List Work**").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("**Final Acceptance**").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("**Final Pay Request**"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("**Final Payment**"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("**Lien**") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (***“Event of Default”***), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of

actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: Manuel Castaneda, Director of Public Works

With a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

***Elmund & Nelson Co.
Robert Hill
1510 Sheldon Dr.
Elgin, IL 60120***

7.9 Governing Laws

This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health

Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act .

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

7.15 Severability

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

7.16 Entire Agreement

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supercedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

7.17 Amendments and Modifications

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Beryl Herman, Village Clerk

Timothy C. Wiberg, Village Manager

ATTEST:

Elmund & Nelson Co.

By: _____

By: _____

Title: _____

**NAME OF CONTRACTOR'S
EXECUTING OFFICER**

Title: _____
**TITLE OF CONTRACTOR'S
EXECUTING OFFICER**

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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 _____, 201__.

ATTEST:

Elmund & Nelson Co.

By: _____

By: _____
**NAME OF CONTRACTOR'S
EXECUTING OFFICER**

Title: _____

Title: _____
**TITLE OF CONTRACTOR'S
EXECUTING OFFICER**

Subscribed and Sworn to
before me this ____ day
of _____, 2011.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**
Removal and installation of street lights on Pratt Avenue from Hamlin Avenue to Central Avenue.
2. **Work Site:**

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

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations.
4. **Commencement Date:** (Choose One)

_____, 2031
5. **Completion Date:**

_____, 2013, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract
6. **Insurance Coverage:**
 - A. Worker's Compensation and Employer's Liability with limits not less than:
 - (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:

\$ _300,000_ injury-per occurrence

\$ _500,000_ disease-per employee

ATTACHMENT A

\$_____ disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois Article 107.02.

- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than **\$1,000,000** for vehicles owned, non-owned, or rented.

All employees shall be included as insured.

- C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than:

(1) General Aggregate: \$_2,000,000_

(2) Bodily Injury:

\$_500,000 per person

\$_1,000,000_ per occurrence

(3) Property Damage:

\$_1,000,000 per occurrence, and

\$_2,000,000 aggregate.

(4) Other Coverage:

Coverage’s shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

ATTACHMENT A

- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

- D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker’s compensation.

7. **Contract Price:**

SCHEDULE OF PRICES (SEE ATTACHMENT A-1)

8. **Progress Payments:**

- A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.
- B. Value of Work. The Value of the Work shall be determined as follows (when applicable):
 - (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and

ATTACHMENT A

before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("**Breakdown Schedule**"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

ATTACHMENT A

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

ATTACHMENT A-1
SCHEDULE OF PRICES

#	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	EARTH EXCAVATION	CU YD	32	60 ⁰⁰	1920 ⁰⁰
2	SUPPLEMENTAL WATERING	UNIT	75	80 ⁰⁰	6000 ⁰⁰
3	SUBBASE GRANULAR MATERIAL, TYPE B	TON	50	20 ⁰⁰	1000 ⁰⁰
4	MOBILIZATION	L SUM	1	38115 ⁰⁰	38115 ⁰⁰
5	TRAFFIC CONTROL & PROTECTION, SPECIAL	L SUM	1	3900 ⁰⁰	3900 ⁰⁰
6	MAINTENANCE OF EXISTING LIGHTING SYSTEM COMPLETE	L SUM	1	3500 ⁰⁰	3500 ⁰⁰
7	REMOVAL OF LIGHT UNIT, SALVAGE	EACH	127	400 ⁰⁰	50800 ⁰⁰
8	REMOVAL OF POLE FOUNDATION	EACH	127	350 ⁰⁰	44450 ⁰⁰
9	REMOVAL OF POLE FOUNDATION, FULL DEPTH	EACH	5	600 ⁰⁰	3000 ⁰⁰
10	REMOVE LIGHTING CONTROLLER, SPECIAL	EACH	5	800 ⁰⁰	4000 ⁰⁰
11	RELOCATE SIGN	EACH	158	60 ⁰⁰	9480 ⁰⁰
12	METAL POST - TYPE B	FOOT	360	10 ⁰⁰	3600 ⁰⁰
13	SIDEWALK REMOVAL	SQ FT	1500	1.50	2250 ⁰⁰
14	COMBINATION CURB AND GUTTER REMOVAL	FOOT	80	5.50	440 ⁰⁰
15	CURB REMOVAL	FOOT	50	5.50	275 ⁰⁰
16	PAVEMENT REMOVAL	SQ FT	325	4 ⁰⁰	1300 ⁰⁰
17	MEDIAN REMOVAL AND REPLACEMENT	SQ FT	480	13 ⁰⁰	6240 ⁰⁰
18	5" HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ FT	450	15 ⁰⁰	6750 ⁰⁰
19	7" PCC DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ FT	450	10 ⁰⁰	4500 ⁰⁰
20	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,475	5.80	8555 ⁰⁰
21	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	75	25 ⁰⁰	1875 ⁰⁰
22	CONCRETE CURB, TYPE B	FOOT	25	21 ⁰⁰	525 ⁰⁰
23	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	5	295 ⁰⁰	1475 ⁰⁰
24	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	5	215 ⁰⁰	1075 ⁰⁰

25	AGGREGATE (PRIME COAT)	TON	1	400 ⁰⁰	400 ⁰⁰
26	RESTORE PARKING STALL, SPECIAL	L SUM	1	4300 ⁰⁰	4300 ⁰⁰
27	HANDHOLE	EACH	1	1400 ⁰⁰	1400 ⁰⁰
28	HEAVY-DUTY HANDHOLE	EACH	1	1800 ⁰⁰	1800 ⁰⁰
29	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	60,000	.65	39000 ⁰⁰
30	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	12,000	.80	9600 ⁰⁰
31	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 3/0	FOOT	350	11.00	3850 ⁰⁰
32	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	13,500	10 ⁰⁰	135000 ⁰⁰
33	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	50	10 ⁰⁰	500 ⁰⁰
34	LIGHT POLE FOUNDATION, SPECIAL	FOOT	731	125 ⁰⁰	91375 ⁰⁰
35	CONCRETE FOUNDATION, TYPE D	FOOT	13.5	200 ⁰⁰	2700 ⁰⁰
36	LIGHTING CONTROLLER, SPECIAL	EACH	3	5000 ⁰⁰	15000 ⁰⁰
37	ELECTRIC SERVICE INSTALLATION	EACH	3	1600 ⁰⁰	4800 ⁰⁰
38	ELECTRIC UTILITY SERVICE CONNECTION	L SUM	1	\$3,000.00	\$3,000.00
39	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, SINGLE - 8 FOOT DAVIT ARM, SPECIAL	EACH	73	1856 ⁰⁰	135488 ⁰⁰
40	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, DUAL 180 - 4 & 12 FOOT DAVIT ARM, SPECIAL	EACH	4	2615 ⁰⁰	10460 ⁰⁰
41	LUMINAIRE, ITEM F1, SPECIAL	EACH	15	548 ⁰⁰	8220 ⁰⁰
42	LUMINAIRE, ITEM F2, SPECIAL	EACH	59	822 ⁰⁰	48498 ⁰⁰
43	LUMINAIRE, ITEM F3, SPECIAL	EACH	4	822 ⁰⁰	3288 ⁰⁰
44	LUMINAIRE, ITEM F4, SPECIAL	EACH	3	695 ⁰⁰	2085 ⁰⁰
45	BANNER ARMS	EACH	47	360 ⁰⁰	16920 ⁰⁰
46	LIGHT POLE BASE, HDPE, SPECIAL	EACH	77	735 ⁰⁰	56595 ⁰⁰
47	BRICK PAVER REMOVAL AND REPLACEMENT	SQ FT	25	40 ⁰⁰	1000 ⁰⁰
48	UNIT DUCT SPLICE	EACH	4	200 ⁰⁰	800 ⁰⁰
49	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, SINGLE - 8 FOOT DAVIT ARM, SPECIAL (FURNISH ONLY)	EACH	4	1570 ⁰⁰	6280 ⁰⁰
50	LIGHT POLE, ALUMINUM, 30 FT FOOT MOUNTING HEIGHT, DUAL 180 - 8 FOOT DAVIT ARM, SPECIAL (FURNISH ONLY)	EACH	1	2145 ⁰⁰	2145 ⁰⁰
51	LIGHT POLE BASE, HDPE, SPECIAL (FURNISH ONLY)	EACH	5	714 ⁰⁰	3570 ⁰⁰
52	LUMINAIRE, ITEM F1, SPECIAL (FURNISH ONLY)	EACH	2	463 ⁰⁰	926 ⁰⁰

53	LUMINAIRE, ITEM F2, SPECIAL (FURNISH ONLY)	EACH	2	738 ⁰⁰	1476 ⁰⁰
54	LUMINAIRE, ITEM F3, SPECIAL (FURNISH ONLY)	EACH	2	738 ⁰⁰	1476 ⁰⁰
55	PROJECT REVIEW BY VILLAGE MAINTENANCE CONTRACTOR	HOUR	40	\$125.00 (estimated)	\$5,000.00
56	IDOT PERMIT AND BOND	L SUM	1	250 ⁰⁰	250 ⁰⁰
57	OPS AS-BUILTS	L SUM	1	500 ⁰⁰	500 ⁰⁰

TOTAL CONTRACT PRICE (**Base Bid**) (the sum of the extensions):

Eight Hundred Twenty Two Thousand Seven Hundred Twenty Seven
 Dollars and ZERO Cents
 (in writing) (in writing)

822,727.
 Dollars and 00 Cents
 (in figures) (in figures)

ATTACHMENT B

SPECIFICATIONS

ATTACHMENT C

LIST OF DRAWINGS

[TO BE SUPPLIED BY OWNER]

<u>SHEET NOS.</u>	<u>SHEET TITLES</u>	<u>DATE LAST REVISED</u>

ATTACHMENT D

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, Passover, Rosh Hashanah, Yom Kippur, Hanukkah, and on weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 5:00 p.m. without specific permission of the Engineer (Village of Lincolnwood).

APPENDIX 1

PREVAILING WAGE ORDINANCE

WHEREAS, the State of Illinois has enacted the "Prevailing Wage Act," 820 ILCS 130/0.01 *et seq.* ("Act"); and

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to adopt this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as 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. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of May 2013, a copy of that determination being attached hereto and incorporated herein by reference as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's May 2013 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3. CONTRACTORS' RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid shall submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Act. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor that certifies that: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, the contractor and each subcontractor shall make available for inspection

in this Resolution that also is used in the Act shall be the same as in the Act. Nothing in this Resolution shall be construed to apply to the general prevailing rate of wages for Cook County, as ascertained pursuant to this Resolution, to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

SECTION 5. POSTING AND INSPECTION. The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect shall be attached to all public works construction contract specifications.

SECTION 6. FILING. The Village Clerk shall promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

SECTION 7. PUBLICATION. The Village Clerk shall cause a copy of this Resolution to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, and such publication shall constitute notice that this determination is effective and that this is the determination of the Village.

SECTION 8. MAILING UPON REQUEST. The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 9. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

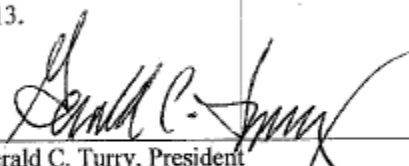
[SIGNATURE PAGE FOLLOWS]

NAYS: None

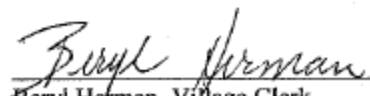
ABSENT: Trustee Sprogis-Marohn

ABSTENTION: None

APPROVED by me this 4th day of June, 2013.


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

ATTESTED and FILED in my office this
4th day of June, 2013


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

August 20, 2013



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

850 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

820 Lakeside Drive, Suite 5, Gurnee, IL 60031
TEL 847.855.1100 ■ FAX 847.855.1115

www.gha-engineers.com

Re: Pratt Avenue Street Lighting Improvements
Village of Lincolnwood
Bid Recommendation & Bid Tabulation

Dear Mr. Castaneda:

The Village received two bids on August 16th at 11:00 AM for the above referenced project. We have checked all bids and bid price extensions. The results are displayed on the enclosed bid tabulation. Both base bids (LED fixtures) were totaled correctly. The low base bid of \$822,727.00 was received from Elmund & Nelson Co. The engineer's opinion of probable cost was \$1,095,960.00. We did not find any bidding irregularities in Elmund's schedule of prices that would affect the outcome of the project. Base bids ranged from \$822,727 to \$971,523.

The project also included an alternate bid for metal halide fixtures, which most other street lights in Lincolnwood currently are. LED fixtures have a much longer life expectancy and also significant energy savings over metal halide. The two alternate bids for metal halide fixtures were \$1,023,297 and \$1,048,023.

Five contractors attended the mandatory pre-bid meeting held on July 17th. Only contractors who attended this meeting were allowed to bid on the project. After the bids were opened, we inquired with the three contractors that did not bid the project. One contractor stated their workload was too large to complete the project on time. A second contractor indicated that they did not receive pricing timely enough from their suppliers. And I did not hear back from the third contractor as to why they did not bid the project.

I talked with Elmund & Nelson yesterday and they are confident with their bid and their ability to complete the project in conformance with the contract documents and by the project deadline. Our office has worked with Elmund & Nelson on similar projects over the years and we are confident that they will complete the project in general conformance with the plans, specifications and in a timely manner. Their quality of work on projects that our office has witnessed has been at or above industry standards.

Based upon all the above, we recommend award of the base bid (LED fixtures) to Elmund & Nelson Co. at the unit prices bid and an estimated total cost of \$822,727.00.

Sincerely,
Gewalt Hamilton Associates, Inc.

Steven D. Berecz, P.E.
Senior Engineer

Cc: Jim Johnson, Village Engineer
Ashley Engelmann, Assistant to Director of PW

[Return to V.B. Agenda](#)
Village of Lincolnwood
Pratt Avenue Street Lighting Improvements
Bid Tabulation
August 16, 2013

				<i>Engineers Estimate</i>		<i>Elmund & Nelson Co Elgin, IL</i>		<i>Utility Dynamics Corp. Oswego, IL</i>	
No.	Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Earth Excavation	CY	32	\$55.00	\$1,760.00	\$60.00	\$1,920.00	\$115.50	\$3,696.00
2.	Supplemental Watering	UN	75	\$40.00	\$3,000.00	\$80.00	\$6,000.00	\$10.00	\$750.00
3.	Subbase Granular Material, Type B	TN	50	\$65.00	\$3,250.00	\$20.00	\$1,000.00	\$38.85	\$1,942.50
4.	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$38,115.00	\$38,115.00	\$44,000.00	\$44,000.00
5.	Traffic Control and Protection, Special	LS	1	\$20,000.00	\$20,000.00	\$3,900.00	\$3,900.00	\$11,000.00	\$11,000.00
6.	Maintenance of Existing Lighting System Complete	LS	1	\$24,000.00	\$24,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
7.	Removal of Light Unit, Salvage	EA	127	\$320.00	\$40,640.00	\$400.00	\$50,800.00	\$500.00	\$63,500.00
8.	Removal of Pole Foundation	EA	127	\$290.00	\$36,830.00	\$350.00	\$44,450.00	\$290.00	\$36,830.00
9.	Removal of Pole Foundation, Full Depth	EA	5	\$500.00	\$2,500.00	\$600.00	\$3,000.00	\$500.00	\$2,500.00
10.	Remove Lighting Controller, Special	EA	5	\$1,050.00	\$5,250.00	\$800.00	\$4,000.00	\$480.00	\$2,400.00
11.	Relocate Sign	EA	158	\$75.00	\$11,850.00	\$60.00	\$9,480.00	\$70.00	\$11,060.00
12.	Metal Post - Type B	FT	360	\$12.00	\$4,320.00	\$10.00	\$3,600.00	\$15.00	\$5,400.00
13.	Sidewalk Removal	SF	1,500	\$5.50	\$8,250.00	\$1.50	\$2,250.00	\$6.30	\$9,450.00
14.	Combination Curb and Gutter Removal	FT	80	\$8.00	\$640.00	\$5.50	\$440.00	\$23.10	\$1,848.00
15.	Curb Removal	FT	50	\$8.00	\$400.00	\$5.50	\$275.00	\$23.10	\$1,155.00
16.	Pavement Removal	SF	325	\$10.00	\$3,250.00	\$4.00	\$1,300.00	\$7.90	\$2,567.50
17.	Median Removal and Replacement	SF	480	\$25.00	\$12,000.00	\$13.00	\$6,240.00	\$35.70	\$17,136.00
18.	5" HMA Driveway Pavement Removal and Replacement	SF	450	\$15.00	\$6,750.00	\$15.00	\$6,750.00	\$23.10	\$10,395.00
19.	7" PCC Driveway Pavement Removal and Replacement	SF	450	\$15.00	\$6,750.00	\$10.00	\$4,500.00	\$33.60	\$15,120.00
20.	Portland Cement Concrete Sidewalk, 5"	SF	1,475	\$12.00	\$17,700.00	\$5.80	\$8,555.00	\$9.20	\$13,570.00
21.	Combination Concrete and Gutter, Type B-6.12	FT	75	\$28.00	\$2,100.00	\$25.00	\$1,875.00	\$58.80	\$4,410.00
22.	Concrete Curb, Type B	FT	25	\$28.00	\$700.00	\$21.00	\$525.00	\$66.15	\$1,653.75
23.	Incidental Hot-Mix Asphalt Surfacing	TN	5	\$175.00	\$875.00	\$295.00	\$1,475.00	\$388.50	\$1,942.50
24.	Bituminous Materials (Prime Coat)	GAL	5	\$15.00	\$75.00	\$215.00	\$1,075.00	\$341.25	\$1,706.25
25.	Aggregate (Prime Coat)	TN	1	\$50.00	\$50.00	\$400.00	\$400.00	\$645.75	\$645.75
26.	Restore Parking Stall, Special	LS	1	\$4,000.00	\$4,000.00	\$4,300.00	\$4,300.00	\$4,200.00	\$4,200.00
27.	Handhole	EA	1	\$825.00	\$825.00	\$1,400.00	\$1,400.00	\$1,050.00	\$1,050.00
28.	Heavy-Duty Handhole	EA	1	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00	\$1,680.00	\$1,680.00
29.	Electric Cable in Conduit, 600V (XLP-Type Use) 1/C No. 8	FT	60,000	\$1.35	\$81,000.00	\$0.65	\$39,000.00	\$0.75	\$45,000.00
30.	Electric Cable in Conduit, 600V (XLP-Type Use) 1/C No. 6	FT	12,000	\$1.50	\$18,000.00	\$0.80	\$9,600.00	\$1.00	\$12,000.00
31.	Electric Cable in Conduit, 600V (XLP-Type Use) 3-1/C No. 3/0	FT	350	\$9.00	\$3,150.00	\$11.00	\$3,850.00	\$13.00	\$4,550.00
32.	Underground Conduit, Galvanized Steel, 2" Dia.	FT	13,500	\$10.50	\$141,750.00	\$10.00	\$135,000.00	\$12.00	\$162,000.00
33.	Underground Conduit, Coilable Non-metallic Conduit, 2" Dia.	FT	50	\$9.00	\$450.00	\$10.00	\$500.00	\$9.00	\$450.00
34.	Light Pole Foundation, Special	FT	731	\$145.00	\$105,995.00	\$125.00	\$91,375.00	\$150.00	\$109,650.00
35.	Concrete Foundation, Type D	FT	13.5	\$250.00	\$3,375.00	\$200.00	\$2,700.00	\$280.00	\$3,780.00
36.	Lighting Controller, Special	EA	3	\$11,000.00	\$33,000.00	\$5,000.00	\$15,000.00	\$5,800.00	\$17,400.00
37.	Electric Service Installation	EA	3	\$1,000.00	\$3,000.00	\$1,600.00	\$4,800.00	\$1,200.00	\$3,600.00
38.	Electric Utility Service Connection	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
39.	Light Pole, Aluminum, 30 ft Foot Mounting Height, Single - 8 foot Davit Arm, Special	EA	73	\$3,650.00	\$266,450.00	\$1,856.00	\$135,488.00	\$1,875.00	\$136,875.00
40.	Light Pole, Aluminum 30 ft Foot Mounting Height, Dual 180 - 4 & 12 Foot Davit Arm, Special	EA	4	\$3,900.00	\$15,600.00	\$2,615.00	\$10,460.00	\$2,425.00	\$9,700.00
41.	Luminaire Item F1, Special	EA	15	\$675.00	\$10,125.00	\$548.00	\$8,220.00	\$750.00	\$11,250.00
42.	Luminaire Item F2, Special	EA	59	\$975.00	\$57,525.00	\$822.00	\$48,498.00	\$1,010.00	\$59,590.00

[Return to V.B. Agenda](#)
Village of Lincolnwood
Pratt Avenue Street Lighting Improvements
Bid Tablulation
August 16, 2013

				<i>Engineers Estimate</i>		<i>Elmund & Nelson Co Elgin, IL</i>		<i>Utility Dynamics Corp. Oswego, IL</i>	
No.	Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
43.	Luminaire, Item F3, Special	EA	4	\$975.00	\$3,900.00	\$822.00	\$3,288.00	\$1,010.00	\$4,040.00
44.	Luminarie, Item F4, Special	EA	3	\$975.00	\$2,925.00	\$695.00	\$2,085.00	\$1,010.00	\$3,030.00
45.	Banner Arms	EA	47	\$325.00	\$15,275.00	\$360.00	\$16,920.00	\$400.00	\$18,800.00
46.	Light Pole Base, HDPE, Special	EA	77	\$400.00	\$30,800.00	\$735.00	\$56,595.00	\$850.00	\$65,450.00
47.	Brick Paver Removal and Replacement	SF	25	\$35.00	\$875.00	\$40.00	\$1,000.00	\$40.00	\$1,000.00
48.	Unit Duct Splice	EA	4	\$100.00	\$400.00	\$200.00	\$800.00	\$150.00	\$600.00
49.	Light Pole, Aluminum, 30 ft Foot Mounting Height, Single - 8 Foot Davit Arm, Special (Furnish Only)	EA	4	\$2,900.00	\$11,600.00	\$1,570.00	\$6,280.00	\$1,430.00	\$5,720.00
50.	Light Pole, Aluminum, 30 ft Foot Mounting Height, Dual 180 - 8 Foot Davit Arm, Special (Furnish Only)	EA	1	\$3,200.00	\$3,200.00	\$2,145.00	\$2,145.00	\$1,880.00	\$1,880.00
51.	Light Pole Base, HDPE, Special (Furnish Only)	EA	5	\$320.00	\$1,600.00	\$714.00	\$3,570.00	\$760.00	\$3,800.00
52.	Luminaire, Item F1, Special (Furnish Only)	EA	2	\$500.00	\$1,000.00	\$463.00	\$926.00	\$450.00	\$900.00
53.	Luminaire, Item F2, Special (Furnish Only)	EA	2	\$750.00	\$1,500.00	\$738.00	\$1,476.00	\$715.00	\$1,430.00
54.	Luminaire, Item F3, Special (Furnish Only)	EA	2	\$750.00	\$1,500.00	\$738.00	\$1,476.00	\$710.00	\$1,420.00
55.	Project Review by Village Maintenance Contractor	HR	40	\$125.00	\$5,000.00	\$125.00	\$5,000.00	\$125.00	\$5,000.00
56.	IDOT Permit and Bond	LS	1	\$25,000.00	\$25,000.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
57.	GPS As-Builts	LS	1	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
Total				\$1,095,960.00		\$822,727.00		\$971,523.25	

Supplemental Unit Prices

	Light Pole, Aluminum, 30 ft Foot Mounting Height, Single-8 foot Davit Arm, Special (Hadco)	EA	73			\$3,172.00	\$231,556.00	\$2,860.00	\$208,780.00
	Light Pole, Aluminum, 30 ft Foot Mounting Height, Dual 180 - 4 & 12 Foot Davit Arm, Special (Hadco)	EA	4			\$3,940.00	\$15,760.00	\$3,775.00	\$15,100.00
	Luminaire, Item F1, Special (American Electric	EA	15			\$540.00	\$8,100.00	\$730.00	\$10,950.00
	Luminaire, Item F2, Special (American Electric)	EA	59			\$703.00	\$41,477.00	\$900.00	\$53,100.00
	Luminaire, Item F3, Special (American Electric)	EA	4			\$703.00	\$2,812.00	\$900.00	\$3,600.00
	Luminaire, Item F4, Special (American Electric)	EA	3			\$703.00	\$2,109.00	\$900.00	\$2,700.00
	Luminaire, Item F1, (Special (Leotek)	EA	15			\$540.00	\$8,100.00	\$710.00	\$10,650.00
	Luminaire, Item F2, Special (Leotek)	EA	59			\$558.00	\$32,922.00	\$730.00	\$43,070.00
	Luminaire, Item F2, Special (Leotek)	EA	4			\$558.00	\$2,232.00	\$730.00	\$2,920.00
	Luminaire, Item F4, Special (Leotek)	EA	3			\$558.00	\$1,674.00	\$730.00	\$2,190.00
	Light Pole Base, Clamshell, Special	EA	77			\$1,410.00	\$108,570.00	\$1,540.00	\$118,580.00
	Light Pole, Aluminum, 30 ft Foot Mounting Height, Single - 8 foot Davit Arm, Special (Furnish Only) (Hadco)	EA	4			\$2,907.00	\$11,628.00	\$2,400.00	\$9,600.00
	Light Pole, Aluminum, 30 ft Foot Mounting Height, Dual 180 - 8 Foot Davit Arm, Special (Furnish Only) (Hadco)	EA	1			\$3,508.00	\$3,508.00	\$3,250.00	\$3,250.00
	Light Pole Base, Clamshell, Special (Furnish Only)	EA	5			\$1,390.00	\$6,950.00	\$1,440.00	\$7,200.00
	Luminaire, Item F1, Special (American Electric) (Furnish Only)	EA	2			\$456.00	\$912.00	\$430.00	\$860.00
	Luminaire, Item F2, Special (American Electric) (Furnish Only)	EA	2			\$618.00	\$1,236.00	\$590.00	\$1,180.00
	Luminaire, Item F3, Special (American Electric) (Furnish Only)	EA	2			\$618.00	\$1,236.00	\$590.00	\$1,180.00
	Luminaire, Item F1, Special (Leotek) (Furnish Only)	EA	2			\$454.00	\$908.00	\$410.00	\$820.00
	Luminaire, Item F2, Special (Leotek) (Furnish Only)	EA	2			\$473.00	\$946.00	\$430.00	\$860.00
	Luminaire, Item F3, Special (Leotek) (Furnish Only)	EA	2			\$473.00	\$946.00	\$430.00	\$860.00

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Village of Lincolnwood
Pratt Avenue Street Lighting Improvements
Bid Tabulation
August 16, 2013

				<i>Engineers Estimate</i>		<i>Elmund & Nelson Co Elgin, IL</i>		<i>Utility Dynamics Corp. Oswego, IL</i>	
No.	Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
Alternate Bid									
1.	Earth Excavation	CY	32	\$45.00	\$1,440.00	\$60.00	\$1,920.00	\$115.50	\$3,696.00
2.	Supplemental Watering	UN	75	\$25.00	\$1,875.00	\$80.00	\$6,000.00	\$10.00	\$750.00
3.	Subbase Granular Material, Type B	TN	50	\$65.00	\$3,250.00	\$20.00	\$1,000.00	\$38.75	\$1,937.50
4.	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$39,900.00	\$39,900.00	\$44,000.00	\$44,000.00
5.	Traffi Control & Protection, Special	LS	1	\$15,000.00	\$15,000.00	\$3,900.00	\$3,900.00	\$11,000.00	\$11,000.00
6.	Maintenance of Existing Lightin System Complete	LS	1	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
7.	Removal of Light Unit, Salvage	EA	127	\$310.00	\$39,370.00	\$400.00	\$50,800.00	\$500.00	\$63,500.00
8.	Removal of Pole Foundation	EA	127	\$275.00	\$34,925.00	\$350.00	\$44,450.00	\$290.00	\$36,830.00
9.	Removal of Pole Foundation, Full Depth	EA	5	\$425.00	\$2,125.00	\$600.00	\$3,000.00	\$500.00	\$2,500.00
10.	Remove Lighting Control, Special	EA	5	\$1,050.00	\$5,250.00	\$800.00	\$4,000.00	\$480.00	\$2,400.00
11.	Relocate Sign	EA	158	\$75.00	\$11,850.00	\$60.00	\$9,480.00	\$70.00	\$11,060.00
12.	Metal Post - Type B	FT	360	\$12.00	\$4,320.00	\$10.00	\$3,600.00	\$15.00	\$5,400.00
13.	Sidewalk Removal	SF	1500	\$5.50	\$8,250.00	\$1.50	\$2,250.00	\$6.30	\$9,450.00
14.	Combination Curb and Gutter Removal	FT	80	\$8.00	\$640.00	\$5.50	\$440.00	\$23.10	\$1,848.00
15.	Curb Removal	FT	50	\$8.00	\$400.00	\$5.50	\$275.00	\$23.10	\$1,155.00
16.	Pavement Removal	SF	325	\$10.00	\$3,250.00	\$4.00	\$1,300.00	\$7.90	\$2,567.50
17.	Median Removal and Replacement	SF	480	\$25.00	\$12,000.00	\$13.00	\$6,240.00	\$35.70	\$17,136.00
18.	5" HMA Driveway Pavement Removal and Replacement	SF	450	\$15.00	\$6,750.00	\$15.00	\$6,750.00	\$23.10	\$10,395.00
19.	7" PCC Driveway Pavement Removal and Replacement	SF	450	\$15.00	\$6,750.00	\$10.00	\$4,500.00	\$33.60	\$15,120.00
20.	Portland Cement Concrete Sidewalk 5 Inch	SF	1475	\$12.00	\$17,700.00	\$5.80	\$8,555.00	\$9.20	\$13,570.00
21.	Combination Concrete Curb and Gutter, Type B-6.12	FT	75	\$23.50	\$1,762.50	\$25.00	\$1,875.00	\$58.80	\$4,410.00
22.	Concrege Curb, Type B	FT	25	\$23.50	\$587.50	\$21.00	\$525.00	\$66.15	\$1,653.75
23.	Incidental Hot-Mix Asphalt Surfacing	TN	5	\$125.00	\$625.00	\$295.00	\$1,475.00	\$388.50	\$1,942.50
24.	Bituminous Materials (Prime Coat)	GAL	5	\$15.00	\$75.00	\$215.00	\$1,075.00	\$341.25	\$1,706.25
25.	Aggregate (Prime Coat)	TN	1	\$50.00	\$50.00	\$400.00	\$400.00	\$645.75	\$645.75
26.	Restore Parking Stall, Special	LS	1	\$3,500.00	\$3,500.00	\$4,300.00	\$4,300.00	\$4,200.00	\$4,200.00
27.	Handhole	EA	1	\$800.00	\$800.00	\$1,400.00	\$1,400.00	\$1,050.00	\$1,050.00
28.	Heavy-Duty Handhole	EA	1	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00	\$1,680.00	\$1,680.00
29.	Electric Cable in Conduit, 600V (XLP-Type Use) 1/C No. 8	FT	28000	\$1.25	\$35,000.00	\$0.65	\$18,200.00	\$0.75	\$21,000.00
30.	Electric Cable in Conduit, 600V (XLP-Type Use) 1/C No. 6	FT	35000	\$1.50	\$52,500.00	\$0.80	\$28,000.00	\$1.00	\$35,000.00
31.	Electric Cable in Conduit, 600V ((XL-Type Use) 1/C No. 4	FT	14500	\$1.70	\$24,650.00	\$1.10	\$15,950.00	\$1.35	\$19,575.00
32.	Electric Cable in Conduit, 600V (XLP-Type Use) 1/C No. 3/0	FT	350	\$9.00	\$3,150.00	\$11.00	\$3,850.00	\$13.00	\$4,550.00
33.	Underground Conduit, Galvanized Steel 2" Dia.	FT	12500	\$10.50	\$131,250.00	\$10.00	\$125,000.00	\$12.00	\$150,000.00
34.	Underground Conduit, Galvanized Steel, 2-1/2" Dia.	FT	2000	\$15.50	\$31,000.00	\$18.00	\$36,000.00	\$15.50	\$31,000.00
35.	Underground Conduit, Coilable Nonmetallic Conduit, 2" Dia.	FT	50	\$9.00	\$450.00	\$10.00	\$500.00	\$9.00	\$450.00
36.	Light Pole Foundation, Special	FT	733	\$145.00	\$106,285.00	\$125.00	\$91,625.00	\$150.00	\$109,950.00
37.	Concrete Foundation, Type D	FT	13.5	\$250.00	\$3,375.00	\$200.00	\$2,700.00	\$280.00	\$3,780.00
38.	Lighting Controller, Special	EA	3	\$10,000.00	\$30,000.00	\$5,000.00	\$15,000.00	\$5,800.00	\$17,400.00
39.	Electric Service Installation	EA	3	\$1,000.00	\$3,000.00	\$1,600.00	\$4,800.00	\$1,200.00	\$3,600.00
40.	Electric Utility Service Connection	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
41.	Light Pole, Aluminum, 30 ft Foot Mounting Height, Single - 8 Foot Davit Arm, Special	EA	72	\$3,475.00	\$250,200.00	\$3,172.00	\$228,384.00	\$1,875.00	\$135,000.00

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Village of Lincolnwood
Pratt Avenue Street Lighting Improvements
Bid Tablulation
August 16, 2013

				<i>Engineers Estimate</i>		<i>Elmund & Nelson Co Elgin, IL</i>		<i>Utility Dynamics Corp. Oswego, IL</i>	
No.	Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
42.	Light Pole, Aluminum 30 ft Foot Mounting Height, Dual 90 - 8 Foot Davit Arm, Special	EA	1	\$3,775.00	\$3,775.00	\$3,870.00	\$3,870.00	\$2,335.00	\$2,335.00
43.	Light Pole, Aluminum, 30 ft Foot Mounting Heigh, Dual 180 - 4 & 12 Foot Davit Arm, Special	EA	4	\$3,775.00	\$15,100.00	\$3,940.00	\$15,760.00	\$2,425.00	\$9,700.00
44.	Luminaire, Item F1, Special	EA	15	\$425.00	\$6,375.00	\$600.00	\$9,000.00	\$780.00	\$11,700.00
45.	Luminaire, Item F2, Special	EA	60	\$500.00	\$30,000.00	\$600.00	\$36,000.00	\$780.00	\$46,800.00
46.	Luminaire, Item F3, Special	EA	4	\$500.00	\$2,000.00	\$600.00	\$2,400.00	\$780.00	\$3,120.00
47.	Luminaire, Item F4, Special	EA	3	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$780.00	\$2,340.00
48.	Banner Arms	EA	47	\$315.00	\$14,805.00	\$614.00	\$28,858.00	\$400.00	\$18,800.00
49.	Light Pole Bae, HDPE, Special	EA	4	\$350.00	\$1,400.00	\$735.00	\$2,940.00	\$850.00	\$3,400.00
50.	Light Pole Base, Clamshell, Special	EA	73	\$450.00	\$32,850.00	\$1,410.00	\$102,930.00	\$1,540.00	\$112,420.00
51.	Brick Paver Removal and Replacement	SF	25	\$35.00	\$875.00	\$40.00	\$1,000.00	\$40.00	\$1,000.00
52.	Unit Duct Splice	EA	4	\$100.00	\$400.00	\$200.00	\$800.00	\$150.00	\$600.00
53.	Light Pole, Aluminum, 30 ft Foot Mounting Height, Single - 8 Foot Davit Arm, Special (Furnish Only)	EA	4	\$2,900.00	\$11,600.00	\$2,907.00	\$11,628.00	\$1,430.00	\$5,720.00
54.	Light Pole, Aluminum, 30 ft Foot Mounting Heights, Dual 180 - 8 Foot Davit Arm, Special (Furnish Only)	EA	1	\$3,200.00	\$3,200.00	\$3,508.00	\$3,508.00	\$1,880.00	\$1,880.00
55.	Light Pole Base, HDPE, Special (Furnish Only)	EA	1	\$320.00	\$320.00	\$714.00	\$714.00	\$760.00	\$760.00
56.	Light Pole Base, Clamshell, Special (Furnish Only)	EA	4	\$425.00	\$1,700.00	\$1,390.00	\$5,560.00	\$1,440.00	\$5,760.00
57.	Luminaire, Item F1, Special (Furnish Only)	EA	2	\$350.00	\$700.00	\$510.00	\$1,020.00	\$470.00	\$940.00
58.	Luminaire, Item F2, Special (Furnish Only)	EA	2	\$415.00	\$830.00	\$510.00	\$1,020.00	\$460.00	\$920.00
59.	Luminaire, Item F3, Special (Furnish Only)	EA	2	\$415.00	\$830.00	\$510.00	\$1,020.00	\$460.00	\$920.00
60.	Project Review by Village Maintenance Contractor	HR	40	125	\$5,000.00	\$125.00	\$5,000.00	\$125.00	\$5,000.00
61.	IDOT Permit and Bond	LS	1	\$25,000.00	\$25,000.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
62.	GPS As-Builts	LS	1	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
Total					\$1,065,865.00		\$1,023,297.00		\$1,048,023.25

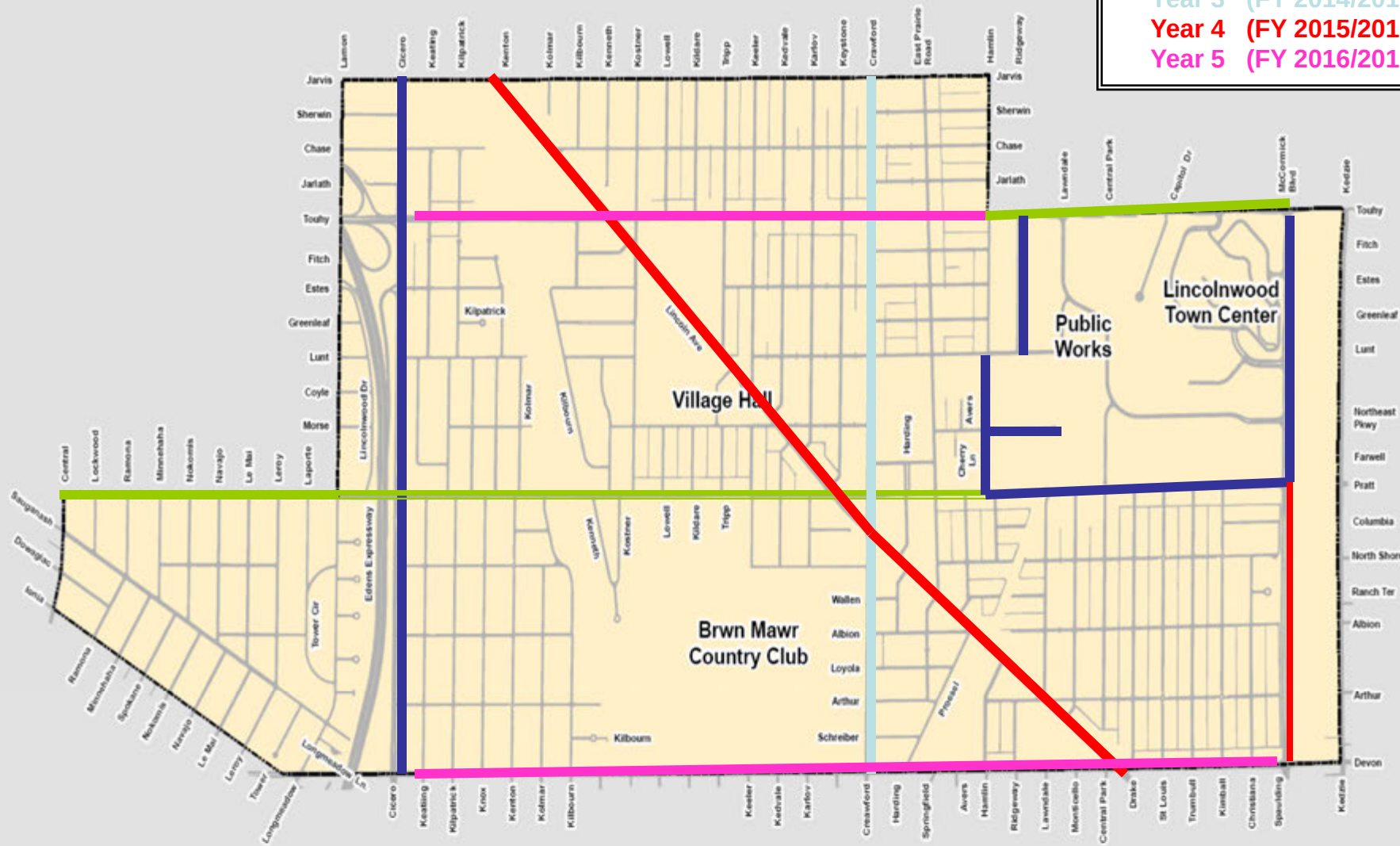
Read As: \$1,048,028.25



Village of Lincolnwood

Street Light Replacement Program

- Year 1 (FY 2009/2010)
- Year 2 (FY 2013/2014)
- Year 3 (FY 2014/2015)
- Year 4 (FY 2015/2016)
- Year 5 (FY 2016/2017)



Request For Board Action

REFERRED TO BOARD: September 3, 2013

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Plan Commission to adopt an Ordinance Amending the Sign Section of the Zoning Code Regarding Sign Illumination/Glare

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In 2011, the Village amended the Sign Chapter of the Zoning Code to eliminate design standards which required dark sign faces and light lettering. These standards were referred to as Glare Reduction standards. The Village eliminated the design portion of the standard which required dark sign faces and light lettering and instead regulated illumination/glare by adopting measurable standards using maximum foot candle measurements.

Since the adoption of the maximum foot candle provision, staff has identified an additional section (Section 11.07(5)) which refers directly to the previous requirement for dark sign faces and another section (Section 11.08(13)ix) concerning legibility which also is based on this prior design requirement. In order to ensure consistency in the Sign Chapter of the Zoning Code, these two sections were referred to the Plan Commission for consideration.

Public Hearing

The Plan Commission considered this matter at a public hearing on August 7, 2013. At this meeting, the Plan Commission discussed the nature of the text amendment that occurred in 2011 to incorporate measurable standards to regulate illumination/glare. The Plan Commission then discussed the two sections that staff identified which were inconsistent with the action taken in 2011.

The Plan Commission was comfortable eliminating certain language in Section 11.07(5) and also in eliminating Section 11.08(13)ix in its entirety. The Commission noted that these changes were needed in order to regulate signs consistently. During its deliberations, no member of the public desired to provide testimony or address the Commission.

Accordingly, by a vote of 6-0, the Plan Commission recommends that Section 11.07(5) be amended to eliminate the reference to sign design to include light letters on dark or opaque backgrounds and that Section 11.08(13)ix be eliminated.

FINANCIAL IMPACT:

None.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Excerpts from Plan Commission Minutes
 - a. August 7, 2013 (Draft)
 - b. June 5, 2013
 - c. May 1, 2013
 - d. March 6, 2013
 - e. February 6, 2013
3. Staff Report to Plan Commission

RECOMMENDED MOTION:

Move to concur with the recommendation of the Plan Commission to adopt an Ordinance Amending the Sign Section of the Zoning Code regarding sign illumination/glare.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING SECTION 11.07 AND SECTION 11.08 OF
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING ILLUMINATION AND LEGIBILITY OF SIGNS**

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

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

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING SECTION 11.07 AND SECTION 11.08 OF
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING ILLUMINATION AND LEGIBILITY OF SIGNS**

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

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

WHEREAS, Article XI of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), sets forth certain regulations governing signs in all districts within the Village; and

WHEREAS, the Village and Board of Trustees desires to modify Section 11.07(5) and eliminate Section 11.08(13)ix of the Zoning Ordinance in order to ensure consistency in the Zoning Ordinance relative to sign design and illumination/glare ("**Proposed Amendment**"); and

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

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

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

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

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

SECTION 2. ILLUMINATION AND LEGIBILITY OF SIGNS. Sections 11.07 and 11.08 of Article XI of the Zoning Ordinance are hereby amended to read as follows:

"11.07 General Regulations.

* * *

- (5) Illumination onto residential districts. No illuminated freestanding sign may be located within 75 feet of any residential zoning district. The illumination of any sign shall be diffused or indirect and nonflashing. ~~Internally lit signs shall be designed with light letters on dark or opaque backgrounds so as not to emit rays of light onto adjacent residences.~~ Illumination of all signs shall be so arranged that there will be no glare directed onto nearby properties or any public right-of-way."

* * *

11.08 Sign Design.

* * *

- ~~(13)ix Legibility. To maintain legibility, the illumination of letters and graphics shall be substantially brighter than the illumination of the background on a sign face."~~

* * *

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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED this _____ day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of September, 2013.

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

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

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

DRAFT

Plan Commission

Page 2 of 5

August 7, 2013

Chairman Eisterhold noted that this agenda item will be continued until Trustee Cope arrives to speak on the matter.

IV. PUBLIC HEARING: Illumination/Glare Requirements for Signs – Zoning Code**Text Amendment***(Continued from June 5, 2013, May 1, 2013, March 6, 2013 and February 6, 2013)***Request: Text Amendment to Organize or Modify References to Glare Reduction Regulations for Signs**

Development Manager Cook explained the matter for consideration is for the sign chapter of the zoning code. This Text Amendment is for possible re-organization to group all glare requirements in one location. Staff found the sign chapter is effective in providing these types of regulations. Staff doesn't believe that re-organizing is needed but, should modify the prior action taken by the Plan Commission and the Village Board with the concern of the sign code in 2011. Glare reduction was added with a maximum level of foot-candles. In section 11.07.5 it still makes reference to the language of a dark background and light lettering which had been previously eliminated and needs to be removed from the zoning code. Similarly section 11.08(13)IX had been drafted based upon the prior eliminated requirement and Staff notes this should also be removed.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

Motion to eliminate the requirements in the sign code in section 11.07(5) and 11.08(13)IX as presented by Staff was made by Commissioner Fishman. Seconded by Commissioner Sampen. Motion approved 6-0 Aye.

V. PUBLIC HEARING: Voting Requirements – Zoning Code Text Amendment*(Continued from June 5, 2013, May 1, 2013, March 6, 2013, & February 6, 2013)***Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines for Plan Commission and Zoning Board of Appeals**

Development Manager Cook explained in administering the Zoning Ordinance staff has concerns with the voting/recommendation deadlines placed on the Plan Commission and Zoning Board of Appeals. The purpose of this consideration is to discuss the self-imposed deadlines relative to the Plan Commission and Zoning Board of Appeals voting. Basically, after 90 days of the completion of the application for the proposed variation the Commission shall make findings and recommend whether the variation, special use or otherwise should be approved and shall transmit such a recommendation in writing to the Board of Trustees. Currently, if the Plan Commission or Zoning Board of Appeals fails to act within the identified deadline, the Zoning Ordinance states that such failure to act constitutes a recommendation to approve the application. The deadlines are also vague as to when the clock starts, when will the 90 day period begin and end.

**MEETING MINUTES OF THE
PLAN COMMISSION**

June 5, 2013

7:00 P.M.

**LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN**

MEMBERS PRESENT:

Chairman Paul Eisterhold
Irving Fishman
Don Sampen
Mark Yohanna
Patricia Goldfein

MEMBERS ABSENT:

Sue Auerbach
Steve Jakubowski

STAFF PRESENT:

Community Development Manager Aaron N. Cook, AICP
Community Development Coordinator Lauren Wolf

VILLAGE COUNSEL

None.

I. CALL TO ORDER

Chairman Eisterhold noted a quorum of five members present and called the meeting to order at 7:07 p.m. Chairman Eisterhold notified the public that Commissioner Jakubowski would be absent.

II. APPROVAL OF MINUTES

Motion to approve the May 1, 2013 Plan Commission minutes was made by Commissioner Sampen and Seconded by Commissioner Goldfein. Motion approved 3-0-2 with Commissioner Yohanna and Fishman abstaining.

**III. Public Hearing: Illumination/Glare Requirements for Signs – Zoning Code Text Amendment (*Continued from May 1, 2013, March 6, 2013, and February 6, 2013*)
Request: Text Amendment to Organize or Modify References to Glare Reduction Regulations for Signs**

Development Manager Cook indicated that this matter will need to be continued. Staff is working on specific language to bring back to the Commission. The Village recently amended the Sign Chapter of the Zoning Code for glare requirements with maximum foot candle level of 75 foot candles. There are other glare references within the Sign Chapter. Staff noticed scattered through-out the code there are many different mentions. Brought this forward to the Commission to make the Sign Chapter more user friendly. Staff has

June 5, 2013

been working with Sign Contractors for their point of view. Staff can also put together research on how other communities handle this. The Sign Chapter also needs to be cleaned up.

Commissioner Sampen made a motion to continue to the August 7, 2013 Plan Commission Meeting to allow Staff to put together a formal packet. Seconded by Commissioner Goldfein. Motion carried 5-0.

**IV. PUBLIC HEARING: Sign Requirements – Zoning Code Text Amendment
(Continued from May 1, 2013, March 6, 2013, February 6, 2013 & January 9, 2013)
Request: Text Amendment to Review Requirements for A-Frame, Sandwich Board,
and Similar Signs**

Chairman Eisterhold noted that the Marathon Gas Station on Cicero and Pratt had new A-frame signs in the parkway this past weekend. The signs were too small to read what they said, but did capture his attention.

Development Manager Cook explained the three sections that are effected by Staff language. Amendment to Section 11.04(8) regarding Special Event/Grant Opening Signs, this section has been modified to clarify such signs are permitted on private property only. This section has also been amended to eliminate references to portable signs and A-frame signs as a new section will be added that will regulate these types of signs. A new section 11.04(9) Portable/A-frame/Sandwich Board Signs: This is the new section containing the regulations that are proposed passed on the Morton Grove model. This new section has been added to the “Permitted on premises signs” section. All signs within this section require sign permits. Lastly, the deleted section 11.06(1) eliminate reference within “Prohibited Signs” section as A-frame/sandwich board signs are not prohibited. Staff believes this section can be eliminated as A-frame/sandwich board signs located within the public right-of-way are prohibited. This is the section that staff would use to regulate the improper placement of a portable/A-frame/sandwich board within the right-of-way.

Commissioner Sampen suggested that within 11.04(9) allowed signs to change i. and vii. to read limited to one (1) for each frontage of a ~~tenant~~ business space, and that signs shall only be displayed during the hours that the ~~tenant~~ business space is open for business.

Development Manager Cook indicated that in an effort to clean up this section regarding A-frame signs the signs in place today likely to not comply, but enforcement has not started because the ambiguity of the Sign Chapter to find compliance.

The Plan Commission struggled with requiring a permit for A-frame signs. Discussion ensued.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

May 1, 2013

**XI. PUBLIC HEARING: Voting Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines
for Plan Commission and Zoning Board of Appeals (*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 Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

**XII. PUBLIC HEARING: Driveway Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Residential Driveway Requirements
(*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 Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

**XIII. PUBLIC HEARING: Final Approval Procedure of Planned Unit Development
– Zoning Code Text Amendment**

**Request: Text Amendment to Consider Requiring Public Hearing for Final
Approval of Planned Unit Development (*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 Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

**XIV. PUBLIC HEARING: Illumination/Glare Requirements for Signs – Zoning
Code Text Amendment**

**Request: Text Amendment to Organize or Modify References to Glare Reduction
Regulations for Signs (*Continued to 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 Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

XV. OTHER BUSINESS:

Commissioner Touras informed Mayor Turry and Chairman Eisterhold that he would be retiring from the Commission. The Commission thanked Commissioner Touras for his service, and sorry to see him leave.

Public Hearing Procedures will discuss at a future meeting.

XVI. PUBLIC COMMENT: None.

XVII. ADJOURNMENT:

The next Plan Commission public hearing will be held on May 22, 2013. Hearing no further business, Motion to adjourn made by Commissioner Auerbach. Seconded by Commissioner Sampen. Motion approved unanimously 4-0. Meeting adjourned at 9:14 PM.

March 6, 2013

**XVI. PUBLIC HEARING: Illumination/Glare Requirements for Signs – Zoning
Code Text Amendment**

**Request: Text Amendment to Organize or Modify References to Glare Reduction
Regulations for Signs (*Continued to February 6, 2013*)**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment.
There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and
Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XVII. OTHER BUSINESS:

Public Hearing Procedures will discuss at a future meeting.

XVIII. PUBLIC COMMENT: None.

XIX. ADJOURNMENT:

The next Plan Commission public hearing will be held on April 3, 2013. Hearing no
further business, Motion to adjourn made by Commissioner Sampen. Seconded by
Commissioner Auerbach. Motion approved unanimously 5-0. Meeting adjourned at 9:34
PM.

Respectfully submitted,

Lauren Wolf
Community Development Department Coordinator

February 6, 2013

XXIV. PUBLIC HEARING: Final Approval Procedure of Planned Unit Development – Zoning Code Text Amendment

Request: Text Amendment to Consider Requiring Public Hearing for Final Approval of Planned Unit Development

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XXV. PUBLIC HEARING: Illumination/Glare Requirements for Signs – Zoning Code Text Amendment

Request: Text Amendment to Organize or Modify References to Glare Reduction Regulations for Signs

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XXVI. OTHER BUSINESS:

Public Hearing Procedures will discuss at a future meeting.

On February 20, 2013 there will be another workshop to discuss the Purple Hotel Site.

XXVII. PUBLIC COMMENT: None.

XXVIII. ADJOURNMENT:

The next Plan Commission meeting is a scheduled workshop for February 20, 2013 at 7:00 PM. The next Plan Commission public hearing will be held on March 6, 2013. Hearing no further business, Motion to adjourn made by Commissioner Yohanna. Seconded by Commissioner Goldfein. Motion approved unanimously 5-0. Meeting adjourned at 9:22 PM.

Respectfully submitted,

Lauren Wolf
Community Development Department Coordinator

Agenda Item #5



**Staff Report
Plan Commission**

August 7, 2013

*Continued from June 5, 2013, May 1, 2013,
March 6, 2013 & February 6, 2013*

Subject Property: N/A (Text Amendment)

Requested Action: Text amendment to the Article XI of the Zoning Ordinance pertaining to Glare Reduction for Signs.

Nature of Request: A text amendment to consider re-organizing the Glare Reduction requirements pertaining to all signs in the Village into one Section of the Sign Chapter of the Zoning Ordinance for easier use and understanding of the requirements relative to Sign Glare.

Petitioner: Village Board

Summary

In 2011, the Village amended the sign regulations to incorporate glare reduction standards. The regulations were added to various section of Section XI of the Zoning Ordinance. Staff has found in using the Sign Chapter that there are several pre-existing references to glare/sign design that contain regulations based on the now eliminated requirement for dark backgrounds. The first such reference is in Section 11.07 General Regulations and is found below (along with staff recommended deleted language in ~~strikethrough~~):

“Section 11.07(5): Illumination onto residential districts. No illuminated freestanding sign may be located within 75 feet of any residential zoning district. The illumination of any sign shall be diffused or indirect and nonflashing. ~~Internally-lit signs shall be designed with light letters on dark or opaque backgrounds so as not to emit rays of light onto adjacent residences.~~ Illumination of all signs shall be so arranged that there will be no glare directed onto nearby properties or any public right-of-way.”

The second regulation which staff believes is based on the eliminated requirement for dark backgrounds are the Legibility regulation of Section 11.08 Sign Design.

“Section 11.08(13)ix: Legibility. To maintain legibility, the illumination of letters and graphics shall be substantially brighter than the illumination of the background on a sign face.”

This section requires the letters to be substantially brighter than the illumination of the background on a sign face. Given the elimination of the requirement for dark sign faces, staff believes this section is no longer appropriate. As a result, staff recommends this section be eliminated.

Request For Board Action

REFERRED TO BOARD: September 3, 2013

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Plan Commission Regarding
Voting/Recommendation Deadlines for the Plan Commission and Zoning Board of
Appeals for Public Hearings and Appeals

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Zoning Code contains voting deadlines concerning appeals and matters requiring public hearings (text amendments, map amendments, special use, planned unit development, and variations). These deadlines require that the recommending bodies, Plan Commission (PC) and Zoning Board of Appeals (ZBA), within 90 days after the completion of an application for a public hearing, shall make findings and recommend in writing to the Board of Trustees whether the request should be approved. Additionally, the Zoning Code includes a Failure to Act provision which states that if the PC or ZBA fail to act within the given deadline (unless agreed upon by the applicant) the petitioner's request shall be deemed approved. Since these provisions can result in negative outcomes, staff sought review of these provisions to determine appropriateness and best practice. The Village Board referred this matter to the Plan Commission on December 4, 2012.

The Plan Commission considered this matter at a public hearing on August 7, 2013. At this meeting, the Plan Commission reviewed the intent of both the deadline on voting and the failure to act provision. The Plan Commission discussed that while these provisions have not been specifically triggered in any recent case, it was important to impose such deadlines in order to protect applicants from unfair treatment.

In considering this matter, the Plan Commission was unanimous in their conclusion that the existing sections on voting deadlines and failure to act provision are appropriate. During its deliberations, no member of the public desired to provide testimony or address the Commission.

Accordingly, by a vote of 6-0, the Plan Commission recommends no change to the voting deadlines for the Plan Commission and Zoning Board of Appeals for Public Hearings and Appeals and no change to the Failure to Act provision.

FINANCIAL IMPACT:

None.

DOCUMENTS ATTACHED:

1. Excerpts from Plan Commission Minutes

- a. August 7, 2013 (Draft)
 - b. June 5, 2013
 - c. May 1, 2013
 - d. March 6, 2013
 - e. February 6, 2013
2. Staff Report to Plan Commission

RECOMMENDED MOTION:

Move to concur with the recommendation of the Plan Commission for no change to the Zoning Code sections concerning voting deadlines for Plan Commission and Zoning Board of Appeals and no change to the Failure to Act provision.

August 7, 2013

Chairman Eisterhold noted that this agenda item will be continued until Trustee Cope arrives to speak on the matter.

IV. PUBLIC HEARING: Illumination/Glare Requirements for Signs – Zoning Code Text Amendment

(Continued from June 5, 2013, May 1, 2013, March 6, 2013 and February 6, 2013)

Request: Text Amendment to Organize or Modify References to Glare Reduction Regulations for Signs

Development Manager Cook explained the matter for consideration is for the sign chapter of the zoning code. This Text Amendment is for possible re-organization to group all glare requirements in one location. Staff found the sign chapter is effective in providing these types of regulations. Staff doesn't believe that re-organizing is needed but, should modify the prior action taken by the Plan Commission and the Village Board with the concern of the sign code in 2011. Glare reduction was added with a maximum level of foot-candles. In section 11.07.5 it still makes reference to the language of a dark background and light lettering which had been previously eliminated and needs to be removed from the zoning code. Similarly section 11.08(13)IX had been drafted based upon the prior eliminated requirement and Staff notes this should also be removed.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

Motion to eliminate the requirements in the sign code in section 11.07(5) and 11.08(13)IX as presented by Staff was made by Commissioner Fishman. Seconded by Commissioner Sampen. Motion approved 6-0 Aye.

V. PUBLIC HEARING: Voting Requirements – Zoning Code Text Amendment

(Continued from June 5, 2013, May 1, 2013, March 6, 2013, & February 6, 2013)

Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines for Plan Commission and Zoning Board of Appeals

Development Manager Cook explained in administering the Zoning Ordinance staff has concerns with the voting/recommendation deadlines placed on the Plan Commission and Zoning Board of Appeals. The purpose of this consideration is to discuss the self-imposed deadlines relative to the Plan Commission and Zoning Board of Appeals voting. Basically, after 90 days of the completion of the application for the proposed variation the Commission shall make findings and recommend whether the variation, special use or otherwise should be approved and shall transmit such a recommendation in writing to the Board of Trustees. Currently, if the Plan Commission or Zoning Board of Appeals fails to act within the identified deadline, the Zoning Ordinance states that such failure to act constitutes a recommendation to approve the application. The deadlines are also vague as to when the clock starts, when will the 90 day period begin and end.

August 7, 2013

Commissioner Goldfein questioned whether the 90 day period should be extended to something like 120 days. Development Manager Cook responded that the amount of days is not the concern, however, when the 90 day period begins.

Commissioner Fishman indicated that the 90 days should begin at the start of the first scheduled hearing date.

Commissioner Yohanna stated that he doesn't have a problem leaving this section the way it is, there has not been any problems.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

Motion to make a recommendation of no change to this provision of the code made by Commissioner Yohanna. Seconded by Commissioner Auerbach. Vote 6-0 Aye.

VI. PUBLIC HEARING: Public Hearing: Definitions – Zoning Code Text Amendment

(Continued from June 5, 2013, May 1, 2013, March 6, 2013 and February 6, 2013)

Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not Limited to Banquet Facility, Banquet Hall, Façade, Fence, Semi-Private or Semi-Private Fence, Restaurant and Restaurants, Fast-Food or Carryout

Trustee Cope joined the Plan Commission meeting.

Development Manager gave a short PowerPoint presentation on the matter. The definitions are vague and may raise some questions. How does the Village want to define these uses. Currently, the village code defines Restaurants and Restaurant Fast-Food or Carryout separately. The reference and consideration that these are different types of uses are repeated in Section VII Table 7.01.1 the Off-Street Parking Schedule. However, the Permitted and Special Uses Table 4.01.1 lists only Restaurant with no reference to Restaurant Fast-Food or Carryout. Staff has interpreted that the Permitted and Special Uses Table considers Restaurants and Restaurants Fast-Food or Carryout to be the same use only differentiated by floor area. The Land Use Table allows for all Restaurants not specific on the type of Restaurant, it is based off square footage if it is 5000 Square Feet or less then you are allowed in the B1, B2, B3 and a Special Use in MB. Recently, Staff has been questioned on this interpretation and in order to remedy any confusion Staff believes these definitions need to be modified.

Trustee Cope was welcomed to speak on the matter. Trustee Cope indicated that this issue has not been thought through by Staff. The proposed definition and Land Use Table is not good. Defining Restaurant and including Carryout is not a way to solve the problem. They need to all be defined separately. The approach is not proper, need to clarify and designate. Trustee Cope also indicated that Fast-Food and Carryout should

June 5, 2013

district, provided that they are at least four feet from all side and rear property lines, not over four feet above the average level of the adjoining ground and do not project over ten feet (excludes covered porches). The portion of the regulation that staff seeks consideration by the Plan Commission is the part that states, do not project over ten feet. There is not starting point of that measurement, it can't be interpreted in any number of ways. Staff believes that the requirement is intended to limit patios to not extend more than ten feet into the required rear yard. It would be very restrictive to limit patios to not extend more than ten feet from the principal structure.

Commissioner Yohanna stated that it is all about the obstruction, and the language. A raised patio is an obstruction, the flat patio is not. Commissioner Sampen indicated that should exclude patios at grade and raised patios and terraces that project over 10 feet from principal structure. Need to change ~~open~~ to raised open patio.

Commissioner Yohanna suggested to not apply this section to apply to driveway or patio coming from the house. Give staff the liberty to re-draft this provision. Suggestions:

- Only raised patio and terraces
- Four foot height to remain
- Allow patios to invade 10 feet in required rear setback and the limitations to how far things can project measured from principal structure.
- Front 10 feet

Staff will revise and come back to future meeting.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

Motion to continue to July 10, 2013 by Commissioner Yohanna and Seconded by Commissioner Sampen. Motion approved 5-0 Aye.

**VIII. PUBLIC HEARING: Voting Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines
for Plan Commission and Zoning Board of Appeals (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 August 7, 2013 made by Commissioner Yohanna and Seconded by Commissioner Fishman. Motion approved 5-0 Aye.

**IX. PUBLIC HEARING: Driveway Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Residential Driveway Requirements
(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 August 7, 2013 made by Commissioner Yohanna and Seconded by Commissioner Fishman. Motion approved 5-0 Aye.

May 1, 2013

**XI. PUBLIC HEARING: Voting Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines
for Plan Commission and Zoning Board of Appeals (*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 Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

**XII. PUBLIC HEARING: Driveway Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Residential Driveway Requirements
(*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 Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

**XIII. PUBLIC HEARING: Final Approval Procedure of Planned Unit Development
– Zoning Code Text Amendment
Request: Text Amendment to Consider Requiring Public Hearing for Final
Approval of Planned Unit Development (*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 Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

**XIV. PUBLIC HEARING: Illumination/Glare Requirements for Signs – Zoning
Code Text Amendment**

**Request: Text Amendment to Organize or Modify References to Glare Reduction
Regulations for Signs (*Continued to 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 Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

XV. OTHER BUSINESS:

Commissioner Touras informed Mayor Turry and Chairman Eisterhold that he would be retiring from the Commission. The Commission thanked Commissioner Touras for his service, and sorry to see him leave.

Public Hearing Procedures will discuss at a future meeting.

XVI. PUBLIC COMMENT: None.

XVII. ADJOURNMENT:

The next Plan Commission public hearing will be held on May 22, 2013. Hearing no further business, Motion to adjourn made by Commissioner Auerbach. Seconded by Commissioner Sampen. Motion approved unanimously 4-0. Meeting adjourned at 9:14 PM.

March 6, 2013

framework of the Zoning Ordinance it would be fair to say Residential is clearly prohibited and the Plan Commission should discuss Business District and Office District.

The Commission agreed as a whole that massage therapy or other health related uses should be allowed in the following districts; Business B1, B2, B3 and Office as a permitted use.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to approve the definitions and allowed uses made by Commissioner Jakubowski and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XII. 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 February 6, 2013)

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XIII. PUBLIC HEARING: Vote Requirements – Zoning Code Text Amendment

Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines for Plan Commission and Zoning Board of Appeals (Continued from February 6, 2013)

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XIV. PUBLIC HEARING: Driveway Requirements – Zoning Code Text Amendment

Request: Text Amendment to Consider Residential Driveway Requirements (Continued from February 6, 2013)

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XV. PUBLIC HEARING: Final Approval Procedure of Planned Unit Development – Zoning Code Text Amendment

Request: Text Amendment to Consider Requiring Public Hearing for Final Approval of Planned Unit Development (Continued from February 6, 2013)

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

February 6, 2013

**XIII. 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**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

**XIV. PUBLIC HEARING: Compliance Deadlines for Fences – Zoning Code Text
Amendment**

**Request: Text Amendment to Consider Modifying or Eliminating Compliance
Deadlines Associated with Fence Violations**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

**XV. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Massage Therapy as Permitted, Special Use,
or Prohibited Use in Certain Zoning Districts**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

**XVI. 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**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

**XVII. PUBLIC HEARING: Vote Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines
for Plan Commission and Zoning Board of Appeals**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

**XVIII. PUBLIC HEARING: Driveway Requirements – Zoning Code Text
Amendment**

Request: Text Amendment to Consider Residential Driveway Requirements

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

Agenda Item #6



**Staff Report
Plan Commission**

August 7, 2013

*Continued from June 5, 2013, May 1, 2013,
March 6, 2013 & February 6, 2013*

Subject Property: N/A (Text Amendment)

Requested Action: Text amendment to Section 5.12, 5.14, 5.15, 5.16, and 5.17 of the Zoning Ordinance to amend the voting requirement deadlines.

Nature of Request: A text amendment to consider modifying or eliminating voting/recommendation deadlines on the Plan Commission and/or Zoning Board of Appeals for Public Hearings and Appeals.

Petitioner: Village Board

Summary

Note: Below is the summary provided at the June 5, 2013, May 1, 2013, March 6, 2013 & February 6, 2013 Plan Commission meeting. This matter was continued.

In administering the Zoning Ordinance staff has concerns with the voting/recommendation deadlines placed on the Plan Commission and Zoning Board of Appeals. The purpose of this consideration is to discuss the self-imposed deadlines relative to the Plan Commission and Zoning Board of Appeals voting. An example of the deadline is found below:

Section 5.15(5)d

The ZBA shall conduct a public hearing to review the proposed variation in accordance with the notices mailed and published pursuant to Section 5.20 of this Zoning Ordinance. Within 90 days after the completion of the application for the proposed variation, the ZBA shall make findings and recommend whether the variation should be approved, and shall transmit such recommendation in writing to the Board of Trustees.

Also included in this consideration is how failure to act is treated. Currently, if the Plan Commission or Zoning Board of Appeals fails to act within the identified deadline, the Zoning Ordinance states that such failure to act constitutes a recommendation to approve the application.

Section 5.12(2)

(2) Failure to Act: The failure of the Plan Commission or the ZBA, as the case may be, to act within the relevant time period set forth in this Zoning Ordinance for the relief requested, or such further time to which the Applicant may agree, shall be deemed to be a recommendation of the Plan Commission or the ZBA, as the case may be, to approve the requested relief.

Staff seeks discussion from the Plan Commission on whether these deadlines are a concern or if modifications should be considered. The deadlines are also vague as to when the "clock" starts. Additionally, staff seeks consideration on modifying Section 5.12(2), "Failure to Act"?

Request For Board Action

REFERRED TO BOARD: September 3, 2013

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Chapter 6 of the Municipal Code and Article VII of the Zoning Code Regarding Driveways

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Zoning Code contains certain regulations for commercial driveway standards however similar residential driveway standards are not in the Zoning Code but rather are found in Chapter 6 of the Municipal Code. Having regulations in different codes for different property types provides administrative challenges but also results in applicants having different relief processes.

In 2011, for instance, the Village Board considered a request by a resident to suspend enforcement of a driveway width requirement. This requirement is currently found in the Municipal Code and not the Zoning Code. The request to waive the requirement of the Municipal Code did not require a public hearing or notice to neighbors as is the case if the regulation were found in the Zoning Code, which is where driveway regulations currently are for commercial properties. The relief process involved in the Municipal Code is for the Village Board to suspend enforcement of the Code, which requires no notice, only action by the Village Board. In the 2011 case, some Village Board members questioned why notice was not provided as is provided in zoning cases.

In an effort to address these concerns a Text Amendment to incorporate residential driveway standards into the Zoning Code was referred to the Plan Commission (PC).

Public Hearing

The Plan Commission considered this matter at a public hearing on August 7, 2013. At this meeting, staff explained that in order to improve enforcement and administration of the Village's driveway regulations, it is beneficial to incorporate the driveway standards into the Zoning Code. The Plan Commission generally concurred with staff's recommendation. The Plan Commission however did not give specific direction on how these regulations found in the Municipal Code should be incorporated into the Zoning Code. The PC directed staff to work with the Village Attorney to determine the best practice to achieve the recommendation to include residential driveway standards into the Zoning Code.

Accordingly, by a vote of 6-0, the Plan Commission recommends that residential driveway standards be incorporated in to the Zoning Code. Commensurate with that recommendation, an

ordinance has been prepared by the Village Attorney in which Chapter 6 of the Municipal Code and Article VII of the Zoning Code are amended.

During the preparation of this ordinance, the Village Attorney and staff identified the need for a holistic review of all the Village driveway regulations to ensure consistency across the various types of properties in the community. Therefore at a future date staff will recommend that an additional Text Amendment referral be made concerning this matter.

FINANCIAL IMPACT:

None.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Excerpts from Plan Commission Minutes
 - a. August 7, 2013 (Draft)
 - b. June 5, 2013
 - c. May 1, 2013
 - d. March 6, 2013
 - e. February 6, 2013
3. Staff Report to Plan Commission

RECOMMENDED MOTION:

Move to concur with the recommendation of the Plan Commission to adopt an Ordinance Amending Chapter 6 of the Municipal Code and Article VII of the Zoning Code regarding driveways.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING CHAPTER 6 OF THE MUNICIPAL CODE OF
LINCOLNWOOD AND ARTICLE VII OF THE VILLAGE OF LINCOLNWOOD
ZONING ORDINANCE REGARDING DRIVEWAYS**

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

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

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING CHAPTER 6 OF THE MUNICIPAL CODE OF
LINCOLNWOOD AND ARTICLE VII OF THE VILLAGE OF LINCOLNWOOD
ZONING ORDINANCE REGARDING DRIVEWAYS**

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, pursuant to Section 5 of Article 1 of Chapter 6 of the Municipal Code of Lincolnwood, as amended ("**Village Code**"), the Village regulates the construction and maintenance of driveway approaches on public rights-of-way, and of driveways located on private property that connect to such driveway approaches; and

WHEREAS, in order to improve the enforcement and administration of Village laws and regulations, the Village President and Board of Trustees have determined that the current regulations concerning driveways located on private property should be relocated within the "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on _____, the Village Plan Commission conducted a public hearing on _____, concerning the proposed amendment of Article VII of the Zoning Ordinance to add the driveway regulations currently located in Section 5 of Article 1 of Chapter 6 of the Village Code; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees adopt the proposed amendments to the Zoning Ordinance; and

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

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

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

SECTION 2. AMENDMENT OF SECTION 6-1-5 OF THE VILLAGE CODE. Section 5 of Article 1 of Chapter 6 of the Village Code is hereby amended further to read as follows:

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

"6-1-5: DRIVEWAYS AND DRIVEWAY APPROACHES:

- (A) Definitions. The following definitions shall apply in the interpretation and enforcement of this Section 6-1-5:

DRIVEWAY - A place on private property for the operation of automobiles and other vehicles.

DRIVEWAY APPROACH - That portion of a right-of-way that provides vehicular access from the roadway to an adjoining lot.

ROADWAY - That portion of a right-of-way improved, designed or ordinarily used for vehicular travel; provided, however, that the term "roadway" shall not include the berm, shoulder, or parkway, if any. In the event that a right-of-way includes two or more separate roadways, the term "roadway" shall refer only to each separate roadway, and not to all roadways collectively.

- (B) Permit fee. No permit authorizing a driveway approach shall be issued until the fee therefor has been paid to the Village pursuant to Article 2 of this Chapter 6.

- (C) Construction regulations.

(1) It shall be unlawful to construct any curb or driveway approach or break out or remove any curb without first securing a permit as required pursuant to Article 2 of this Chapter 6.

(2) No driveway approach shall be constructed or used so as to impede the flow of surface water in the street gutter or a drainage ditch.

(3) No driveway approach to residential properties shall be constructed or used for the sole purpose as a parking space.

~~(4) A minimum lot frontage of 60 feet is required for any circular driveway.~~

~~(5)~~**(4)** A ~~maximum driveway width of 12 feet and a maximum driveway approach width of 14 feet~~ shall be allowed for **driveway approaches to** circular driveways **on parcels of property used for single-family residential purposes.**

- (D) Approaches; location. No driveway approach shall be located so as to interfere with municipal or public utility facilities such as poles, traffic signals, signposts, catch basins, fire hydrants, crosswalks, or other street structures. Driveway approaches shall be located so as to avoid parkway

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

trees. Removal of any parkway trees shall be subject to the Village Parkway Landscaping Ordinance set forth in Article 5 of this Chapter 6.

(E) ~~Construction~~ **Driveway approach construction** standards. Driveway approaches shall be constructed to the following standards:

- (1) Surface. All driveway approaches which give access to an improved street with curb and gutters shall be surfaced with a permanent dustproof surface: either concrete (six inches) over five inches CA-6, crushed stone aggregate, bituminous surface (eight inches CA-6, crushed stone aggregate, and three-inch asphalt), brick (over six inches of concrete) or other material approved by the Village.
- (2) Widths. The total width of driveways measured at the property line on a parcel of property used for residential purposes shall not exceed ~~1/3 the lot frontage, and no single driveway shall exceed 20 feet measured at the property line~~ **the applicable standard set forth in Chapter 15 of this Code (Zoning Ordinance)**. The total width of driveways measured at the property line on a parcel of property used for nonresidential purposes shall not exceed 1/2 the lot frontage, and no single driveway approach shall exceed 30 feet measured at the property line. The width of the driveway approach measured at the curb shall in no case be greater than five feet more than the width measured at the property line.
- (3) Location of drives. On a parcel of property used for residential purposes, ~~a driveway shall not be located closer than one foot from the property line, and no driveway approach or driveway flare shall extend over the property line extended to the curb; provided, however, where the Board of Trustees finds that there is a particular hardship to the owner, a driveway that has been in existence in excess of 25 years may be reconstructed in its present location even if the driveway is closer than one foot from the property line or if the driveway approach or driveway flare extends over the property line extended to the curb.~~ On a parcel of property used for nonresidential purposes, no driveway approach shall be located within five feet of the property line, or within 10 feet of any other driveway approach as measured at the property line.
- (4) **Consistency with Zoning Ordinance. All driveway approaches shall be constructed in a manner and at locations necessary to facilitate direct vehicular travel onto adjacent driveways on private property, which driveways shall be constructed as required pursuant to Chapter 15 of this Code (Zoning Ordinance).**

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

- (F) Restoration by Village. In the event that the Village removes any portion of a driveway approach constructed pursuant to this Section 6-1-5 in connection with any maintenance, construction, or repair activities within the right-of-way, the Village shall only be required to replace the driveway approach with one or more materials approved pursuant to Section 6-1-5(E)(1) of this Code."

SECTION 3. DRIVEWAY REGULATIONS FOR SINGLE-FAMILY RESIDENTIAL PROPERTIES. Article VII of the Zoning Ordinance is hereby re-amended further to add a new Section 7.13, which hereafter reads as follows:

"7.13: ADDITIONAL DRIVEWAY REGULATIONS FOR SINGLE-FAMILY RESIDENTIAL PROPERTIES:

Driveways on private properties used for single-family residential purposes shall comply with the applicable provisions of Chapter 6 of this Code and with the additional requirements set forth in Table 7.13.01 below:

Table 7.13.01

Single-Family Residential Driveway Regulations

<u>Maximum Width of Circular Driveways</u>	<u>The lesser of one-third of the lot frontage, or 12 feet</u>
<u>Width of All Other Driveways</u>	<u>The lesser of one-third of the lot frontage, or 20 feet</u>
<u>Minimum Lot Frontage for Circular Driveways</u>	<u>60 feet</u>
<u>Minimum Distance Between Driveway and Side Lot Line</u>	<u>One foot"</u>

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

SECTION 5. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

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

PASSED this _____ day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of September, 2013.

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

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

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

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

DRAFT

Plan Commission

Page 4 of 5

August 7, 2013

always be defined as a Special Use. Neighboring communities such as Evanston, Wilmette and Skokie all define Restaurants separately by use.

Chairman Eisterhold indicated that the Plan Commission should review other communities before any recommendation is made.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

Motion to continue to October 2, 2013 made by Commissioner Fishman and Seconded by Commissioner Auerbach. Motion approved 6-0.

Informal request by Chairman Eisterhold to place on the Agenda Fence Requirements.

VII. Driveway Requirements – Zoning Code Text Amendment*(Continued from June 5, 2013, May 1, 2013, March 6, 2013 and February 6, 2013)***Request: Text Amendment to Consider Residential Driveway Requirements**

Commissioner Sampen left the meeting.

Development Manager Cook indicated that driveway regulations are split between the Zoning Code and Municipal Code. Staff wants to bring the Municipal Code requirements into the Zoning Code. Therefore, all driveway requirements would be in one document. If relief is sought for Village requirements currently, petitioner would need to go to the Zoning Board of Appeals and Village Board. If this changes then petitioner would only need to seek relief from the Village Board and a public hearing is not needed. All relief requests for driveways would follow the same process.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

Motion to incorporate the driveway requirements found only in the Municipal Code into the Zoning Ordinance as to be determined by the Village Attorney per best practice made by Commissioner Auerbach. Seconded by Commissioner Goldfein. Motion approve 5-0.

VIII. PUBLIC HEARING: Final Approval Procedure of Planned Unit Development – Zoning Code Text Amendment*(Continued from June 5, 2013, May 1, 2013, March 6, 2013 and February 6, 2013)***Request: Text Amendment to Consider Requiring Public Hearing for Final Approval of Planned Unit Developments**

Development Manager Cook explained all public hearing approvals require a full application. Including, notices, letters, applications, payments and hearings. The full PUD process has no notifications, letters, or notice in the paper. Staff seeks consideration of a text amendment to modify the Final PUD approval process to require a fully noticed public hearing. Final PUD review is not necessarily routine in nature and as a result staff

June 5, 2013

district, provided that they are at least four feet from all side and rear property lines, not over four feet above the average level of the adjoining ground and do not project over ten feet (excludes covered porches). The portion of the regulation that staff seeks consideration by the Plan Commission is the part that states, do not project over ten feet. There is not starting point of that measurement, it can't be interpreted in any number of ways. Staff believes that the requirement is intended to limit patios to not extend more than ten feet into the required rear yard. It would be very restrictive to limit patios to not extend more than ten feet from the principal structure.

Commissioner Yohanna stated that it is all about the obstruction, and the language. A raised patio is an obstruction, the flat patio is not. Commissioner Sampen indicated that should exclude patios at grade and raised patios and terraces that project over 10 feet from principal structure. Need to change ~~open~~ to raised open patio.

Commissioner Yohanna suggested to not apply this section to apply to driveway or patio coming from the house. Give staff the liberty to re-draft this provision. Suggestions:

- Only raised patio and terraces
- Four foot height to remain
- Allow patios to invade 10 feet in required rear setback and the limitations to how far things can project measured from principal structure.
- Front 10 feet

Staff will revise and come back to future meeting.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

Motion to continue to July 10, 2013 by Commissioner Yohanna and Seconded by Commissioner Sampen. Motion approved 5-0 Aye.

**VIII. PUBLIC HEARING: Voting Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines
for Plan Commission and Zoning Board of Appeals (*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 August 7, 2013 made by Commissioner Yohanna and Seconded by Commissioner Fishman. Motion approved 5-0 Aye.

**IX. PUBLIC HEARING: Driveway Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Residential Driveway Requirements
(*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 August 7, 2013 made by Commissioner Yohanna and Seconded by Commissioner Fishman. Motion approved 5-0 Aye.

May 1, 2013

**XI. PUBLIC HEARING: Voting Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines
for Plan Commission and Zoning Board of Appeals (*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 Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

**XII. PUBLIC HEARING: Driveway Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Residential Driveway Requirements
(*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 Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

**XIII. PUBLIC HEARING: Final Approval Procedure of Planned Unit Development
– Zoning Code Text Amendment**

**Request: Text Amendment to Consider Requiring Public Hearing for Final
Approval of Planned Unit Development (*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 Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

**XIV. PUBLIC HEARING: Illumination/Glare Requirements for Signs – Zoning
Code Text Amendment**

**Request: Text Amendment to Organize or Modify References to Glare Reduction
Regulations for Signs (*Continued to 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 Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

XV. OTHER BUSINESS:

Commissioner Touras informed Mayor Turry and Chairman Eisterhold that he would be retiring from the Commission. The Commission thanked Commissioner Touras for his service, and sorry to see him leave.

Public Hearing Procedures will discuss at a future meeting.

XVI. PUBLIC COMMENT: None.

XVII. ADJOURNMENT:

The next Plan Commission public hearing will be held on May 22, 2013. Hearing no further business, Motion to adjourn made by Commissioner Auerbach. Seconded by Commissioner Sampen. Motion approved unanimously 4-0. Meeting adjourned at 9:14 PM.

March 6, 2013

framework of the Zoning Ordinance it would be fair to say Residential is clearly prohibited and the Plan Commission should discuss Business District and Office District.

The Commission agreed as a whole that massage therapy or other health related uses should be allowed in the following districts; Business B1, B2, B3 and Office as a permitted use.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to approve the definitions and allowed uses made by Commissioner Jakubowski and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XII. 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 February 6, 2013)

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XIII. PUBLIC HEARING: Vote Requirements – Zoning Code Text Amendment

Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines for Plan Commission and Zoning Board of Appeals (Continued from February 6, 2013)

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XIV. PUBLIC HEARING: Driveway Requirements – Zoning Code Text Amendment

Request: Text Amendment to Consider Residential Driveway Requirements (Continued from February 6, 2013)

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XV. PUBLIC HEARING: Final Approval Procedure of Planned Unit Development – Zoning Code Text Amendment

Request: Text Amendment to Consider Requiring Public Hearing for Final Approval of Planned Unit Development (Continued from February 6, 2013)

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

February 6, 2013

**XIII. 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**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

**XIV. PUBLIC HEARING: Compliance Deadlines for Fences – Zoning Code Text
Amendment**

**Request: Text Amendment to Consider Modifying or Eliminating Compliance
Deadlines Associated with Fence Violations**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

**XV. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Massage Therapy as Permitted, Special Use,
or Prohibited Use in Certain Zoning Districts**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

**XVI. 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**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

**XVII. PUBLIC HEARING: Vote Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines
for Plan Commission and Zoning Board of Appeals**

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

**XVIII. PUBLIC HEARING: Driveway Requirements – Zoning Code Text
Amendment**

Request: Text Amendment to Consider Residential Driveway Requirements

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

Agenda Item #7



**Staff Report
Plan Commission**

August 7, 2013

*Continued from June, 5, 2013, May 1, 2013,
March 6, 2013 & February 6, 2013*

Subject Property: N/A (Text Amendment)

Requested Action: Text amendment to Section 6.03(2)b and Table 6.03.01 of the Zoning Ordinance to incorporate driveway requirements found in the Municipal Code into the Zoning Ordinance.

Nature of Request: A text amendment to consider incorporating the driveway requirements found only in the Municipal Code into the Zoning Ordinance.

Petitioner: Village Board

Summary

Note: Below is the summary provided at the June 5, 2013, May 1, 2013, March 6, 2013 & February 6, 2013 Plan Commission meeting. This matter was continued.

Currently, the driveway requirements for the Village are partially located in the Municipal Code as well as the Zoning Ordinance. Staff recommends that the standards currently only found in the Municipal Code also be incorporated into the Zoning Ordinance. Staff believes that this action will result in better customer service for those seeking information on driveway standards.

This action will also benefit the community by formalizing the process in which people seek a waiver or relief from these standards. All driveway relief will be subject to the review and recommendation of the Zoning Board of Appeals upon completion of a public hearing with the Village Board making the final vote.

Attached is the Zoning Ordinance Section pertaining to driveways as well as the Municipal Code sections pertaining to driveways.

Attachments:

1. Zoning Ordinance Section 6.03(2)b and Table 6.03.01
2. Municipal Code Section 6-1-5

Request For Board Action

REFERRED TO BOARD: September 3, 2013

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Zoning Board of Appeals to Approve a Variation from Section 3.13 of the Zoning Code to Permit a Replacement Fence Comprised of an Unacceptable Fence Material at 3719 West Northshore Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The petitioner, Ms. Lee Glickman, is seeking to install a replacement fence in the rear yard of the property at 3719 West Northshore Avenue. The proposed fence is manufactured from custom-blended polyvinyl chloride (PVC). The Zoning Code defines Unacceptable Fence Material as follows (underline added for emphasis):

"FENCE MATERIAL, UNACCEPTABLE

Materials such as concrete block, cinder block, plank lumber over six inches in width, scrap lumber, scrap materials, barbed wire (except at the top of a fence in an M District where not abutting a residential lot or in any zoning district where used to enclose utility or telecommunications facilities), pallet lumber, plastic pipe, plastic or synthetic materials, exterior insulation finish systems, combinations of materials, "chicken wire mesh" (except as allowed immediately around compactly planted vegetable gardens, as seasonally needed in rear and side yards only, square wire farm fence, in residential zones welded wire fence with members less than 1/2 inches in diameter, fabric, burlap, plastic sheets (except approved synthetic composite materials), wood and plastic snow fence, rubble and debris and open fences with obstructions."

The proposed PVC fence is considered a plastic or synthetic fence and is therefore prohibited. Except for this unacceptable material, the proposed fence complies with all Village bulk regulations including location, design and height for the applicant's rear yard fence.

Public Hearing

At the Zoning Board of Appeals (ZBA) August 21, 2013 meeting, the ZBA considered the hardship presented by Ms. Glickman and the appropriateness of the proposed fence material. Staff supplemented the staff report by advising the ZBA of a similar fence variation granted by the Village Board at the beginning of 2008 (the Zoning Code was comprehensively updated and was adopted in November 2008). In December 2007, the then combined PC/ZBA considered a fence variation to permit a plastic fence at 3521 West Arthur Avenue. The PC/ZBA unanimously recommended that the fence variation to permit a plastic fence (and other variations) be denied.

Notwithstanding this recommendation, in February 2008 the Village Board approved an ordinance granting a variation to permit the proposed fence to be constructed of an unacceptable fence material (plastic).

Ms. Glickman stated that the proposed fence material is more durable than any of the fence materials permitted by the Zoning Code. Ms. Glickman added that she has replaced two wooden fences that have not withstood inclement weather and that her property is exposed to the elements as the railroad right-of-way is immediately adjacent to her property. Ms. Glickman indicated that she has frequently experienced snow accumulating against her wooden fences which she believes accelerated the deterioration of those fences. Ms. Glickman added that the fence comes with a transferable life-time warranty which speaks to its durability.

Commissioners O'Brien, Gordon, and Nickell stated that the proposed fence material should be permitted by the Zoning Code since it is both durable and attractive. Commissioner O'Brien stated that "plastic" fences have improved in quality in the past five to ten years and that the Village should allow these types of fences. Commissioner Gordon added that the fence at 3521 West Arthur Avenue has remained in good repair and is in the best shape of other fences in the area.

Chairman Malkin and Commission Grant were opposed to the granting of the variation because the applicant had not satisfactorily demonstrated a hardship to merit granting a variation. Chairman Malkin stated that the ZBA does not have the authority to disregard regulations but rather to consider whether the hardships, as identified by the Zoning Code, have been met. Chairman Malkin added that his opinion on the durability and attractiveness of the proposed fence material is immaterial as PVC is an unacceptable fence material.

Ms. Linda Kirshner, Ms. Glickman's daughter and Lincolnwood resident, was present on behalf of the applicant and indicated the fence material should be permitted in Lincolnwood. No other testimony was received at the ZBA meeting.

Recommendation

By a 3-2 vote, the Zoning Board of Appeals recommends approval of the request for relief to permit a replacement fence to be comprised of PVC, a material indicated by the Code as an unacceptable fence material. By a separate vote of 4-1, the ZBA recommends the Village Board consider referring to the Plan Commission for consideration, a Text Amendment to review the definition of Unacceptable Fence Materials.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. ZBA Report of August 21, 2013
2. August 21, 2013 ZBA Minutes (Draft)
3. ZBA Packet – August 21, 2013
 - a. Staff Report to ZBA
 - b. Residential Zoning Variation Application
 - c. Proof of Ownership
 - d. Plat of Survey
 - e. Proposed Fence Information

RECOMMENDED MOTION:

Move to concur with a recommendation of the Zoning Board of Appeals to approve a request for a variation to permit a replacement fence comprised of an unacceptable fence material at the property commonly known as 3719 West Northshore Avenue and to refer to the Plan Commission consideration of a Text Amendment to the definition of Unacceptable Fence Material.

Report of the Zoning Board of Appeals (ZBA) to the Village Board

Date of ZBA meeting: August 21, 2013

ZBA members present: Paul Gordon, Paul Grant, Christopher Nickell, Kathy O'Brien and S.J. Malkin

Also present: Development Manager/Zoning Officer Aaron Cook

Petition of Lee Glickman for variation from Sections 2.02 and 3.13 of the Zoning Code to replace an existing wood fence with a polyvinyl chloride (PVC) fence in the rear yard of the property at 3719 W. North Shore Avenue

Petitioner, Lee Glickman, appeared on her own behalf.

Nature of the Petition

Petitioner seeks to replace her existing wood fence in the rear yard of her property (which was installed approximately nine years ago) with a custom-blended polyvinyl chloride (PVC) fence. Section 2.02 (Definitions) of the Zoning Code includes "plastic or synthetic materials" as an unacceptable fence material. Petitioner testified that her residence is on a corner lot adjacent to an alley and to railroad right-of-way which subjects her fence to greater exposure to the weather, and that, as a result, the existing and a prior wood fence have, despite her maintenance efforts, rotted and required replacement. She further testified that the proposed fence would be far more durable than a wood fence and that, moreover, the proposed fence would have a lifetime warranty which would be transferrable to subsequent owners.

Issue Presented for Review

The issue, therefore, is whether Petitioner has demonstrated a sufficient hardship so as to justify the requested variation.

Conclusion and Recommendations of ZBA

Zoning Officer Aaron Cook pointed out that the reason for prohibiting fences made of plastic or synthetic material is primarily a matter of aesthetics. However, he noted that in 2007 (the year prior to enactment of the current Zoning Code), the Village Board granted a variation for a plastic fence on the property at 3521 W. Arthur Avenue, even though the then existing zoning code contained identical language prohibiting plastic and synthetic fences and the then ZBA/Plan Commission voted unanimously to deny that variation. (There is nothing in the text of the ordinance granting that variation which explains the nature of the hardship in that case.) Zoning Officer Cook also noted that a fence material consisting of a hybrid material of wood and plastic, known as Trex, has previously been determined by the Village to be acceptable, but Petitioner indicated no desire to erect a fence with that material.

Members Kathy O'Brien, Paul Gordon and Christopher Nickell expressed the opinion that the

proposed PVC fence should be permitted since it would be both durable and attractive, and the material which constitutes such a fence has been improved considerably in recent years. The fact that the Village Board had, as noted above, previously approved a plastic fence, albeit prior to the current Zoning Code, was a significant factor in their decision.

Chairman Malkin and Member Paul Grant were opposed to granting the variation for the following reasons: 1) Section 2.02 of the Zoning Code specifically prohibits plastic or synthetic materials from being used in fences, and the ZBA does not have the authority to amend or ignore the provisions of the Zoning Code, so that if there is to be a change regarding plastic or synthetic fences, only the Village Board could do so; 2) In order to be granted a variation from the applicable provision of the Zoning Code, Petitioner must demonstrate that a hardship is unique to her property and “would not be applicable generally to other property within the same Zoning District”, which is a required condition for a variation as provided in Section 5.14(5)c of the Zoning Code. Clearly, the reason given by Petitioner for the requested variation (i.e. durability of plastic as opposed to a wooden fence material) would apply to wood fences throughout the Village; 3) Other than Petitioner’s own statement, no evidence was presented to show that the location of Petitioner’s property near the railroad right-of-way would cause the fence to be more subject to deterioration. (In fact, there is a thick row of trees and vegetation between the railroad right-of-way and Petitioner’s property which would appear to provide substantial protection from wind and snow emanating from the right-of-way.); 4) Finally, as to the granting in 2007 by the Village Board, without explanation in the ordinance, of the variation for a plastic fence, Chairman Malkin expressed the opinion that such precedent would have been significant if that variation were allowed after the adoption of the current Zoning Code in 2008, since in his view granting such variation without identifying the hardship involved would be tantamount to amending that provision of the Zoning Code. Notwithstanding the foregoing rationale, Chairman Malkin stated that he would have no objection to the proposed PVC fence if the Zoning Code did not explicitly disallow such fences.

(Note: Linda Kirshner, a Lincolnwood resident present at the hearing, stated her opinion that the proposed fence should be permitted.)

Thereupon, on motion duly made and seconded, by a vote of 3 to 2 (Chairman Malkin and Member Paul Grant dissenting), ZBA recommends that the requested variation to permit the proposed PVC fence be granted.

However, in light of the above disagreement among the ZBA members, by a vote of 4 to 1 (Member Paul Grant dissenting), ZBA recommends that the Village Board consider referring the issue to the Plan Commission for a recommendation as to whether Sections 2.02 and 3.13 of the Zoning Code should be amended so as to permit PVC fences on residential properties.

S.J. Malkin, Chairman

MINUTES OF AUGUST 21, 2013
MEETING OF THE LINCOLNWOOD
ZONING BOARD OF APPEALS (ZBA)

The regular meeting of the Zoning Board of Appeals was called to order on August 21, 2013 at 7:00 p.m. In attendance were Paul Gordon, Paul Grant, Christopher Nickell, Kathy O'Brien and S.J. Malkin.

Also present: Community Development Manager/Zoning Officer Aaron Cook

Chairman Malkin then called for any comments or corrections regarding the minutes of the last ZBA meeting on July 17, 2013 and, there being none, on motion duly made and seconded, the minutes were unanimously approved.

A public hearing was then held on the petition of Lee Glickman for variation from Sections 2.02 and 3.13 of the Zoning Code to replace an existing wood fence in the rear yard of the property at 3719 W. North Shore Avenue with a custom-blended polyvinyl chloride (PVC) fence. After discussion, by a vote of 3 to 2 (Chairman Malkin and Member Paul Grant dissenting), ZBA recommended that the requested variation be granted. Further, by a vote of 4 to 1 (Member Paul Grant dissenting), ZBA recommended that the Village Board consider referring the issue to the Plan Commission for a recommendation as to whether Sections 2.02 and 3.13 of the Zoning Code should be amended so as to permit PVC fences on residential properties.

(For details, see report filed by Chairman Malkin)

Chairman Malkin then announced that the next meeting of ZBA will be held on September 18, 2013.

There being no further business, on motion duly made and seconded, by unanimous consent the meeting was adjourned.

Sherwin J. Malkin, Chairman



Staff Report

Zoning Board of Appeals

August 21, 2013

Subject Property:

3719 West Northshore Avenue

Zoning District: R3 Residential

Petitioner: Lee Glickman - Property Owner

Requested Action: Variation sought to Article III, Section 3.13 of the Zoning Code to permit a replacement fence comprised of an unacceptable fence material.



Nature of Request: The property owner is seeking a variation in order to install a custom-blended polyvinyl chloride fence in the rear yard of the single-family property. The proposed fence material is categorized as plastic which is an unacceptable fence material as per the Zoning Code.

Notification: Notice in Lincolnwood Review dated August 1, 2013, Public Hearing Sign Installed at 3719 West Northshore Avenue, and Mailed Legal Notices Dated July 29, 2013 to Properties within 250 Feet.

Summary of Request

The property owner seeks approval of a replacement fence in the rear yard of the property commonly known as 3719 West Northshore Avenue. The proposed fence is manufactured from custom-blended polyvinyl chloride (PVC). This type of fence would be considered a plastic and/or synthetic fence. The Zoning Code defines Unacceptable Fence Material as (underline added for emphasis):

"FENCE MATERIAL, UNACCEPTABLE

Materials such as concrete block, cinder block, plank lumber over six inches in width, scrap lumber, scrap materials, barbed wire (except at the top of a fence in an M District where not abutting a residential lot or in any zoning district where used to enclose utility or telecommunications facilities), pallet lumber, plastic pipe, plastic or synthetic materials, exterior insulation finish systems, combinations of materials, "chicken wire

mesh" (except as allowed immediately around compactly planted vegetable gardens, as seasonally needed in rear and side yards only, square wire farm fence, in residential zones welded wire fence with members less than 1/2 inches in diameter, fabric, burlap, plastic sheets (except approved synthetic composite materials), wood and plastic snow fence, rubble and debris and open fences with obstructions."

The property owner has indicated that the proposed fence is more durable than two prior wooden fences that have been installed on the property. As a result, the property owner seeks a variation to permit this fence type as a solution to ongoing weathering issues experienced with the two wooden fences. Staff has not received any phone calls regarding the requested variation.

Related Village Action

Since the update of the Zoning Code in November 2008, there have not been any requests for relief from the Zoning Code relative to fence materials. Staff understands that during Village consideration of appropriate fence materials the composite fence product Trex was determined to be acceptable. This material is a wood and plastic hybrid material. While this hybrid material includes plastic, it has not been categorized as a plastic material and thusly is permitted.

Documents Attached

1. Residential Zoning Variation Application
2. Proof of Ownership
3. Plat of Survey
4. Proposed Fence Information



VILLAGE OF LINCOLNWOOD
Community Development Department

Public Hearing Application
Variations

SUBJECT PROPERTY

Property Address: 3719 W. NORTH SHORE AVE. LINC. 60712-3752

Permanent Real Estate Index Number(s): 10-35-313-015-0000

Zoning District _____ Lot Area: _____

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.

Home, Detached Garage, Fence.

Are there existing development restrictions affecting the property? _____ Yes ✓ No
(Examples: previous variations, conditions, easements, covenants)

If yes, describe: _____

REQUESTED ACTION

☒ Variation - Residential	☐ Variation - Signs/Special Signs
☐ Variation - Non-Residential	☐ Minor Variation
☐ Variation - Off-Street Parking	☐ Other
☐ Variation - Design Standards	

PROJECT DESCRIPTION

Describe the Request and Project: Replacement of existing fence. Request approval to install fence manufactured from custom-blended polyvinyl chloride (PVC) w/ Titanium Dioxide for strength, sun protection, rain or snow.

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s):

Name: (List all beneficiaries if Trust): LEE GLICKMAN

Address: 3719 W. North Shore

Telephone: (414) 673-⁸⁴⁸⁵ Fax: () E-mail Address: _____

Petitioner (if different from owner):

Name: _____ Relationship to Property: _____

Address: _____

Telephone: () Fax: () E-mail Address: _____

PRINT NAME _____



VILLAGE OF LINCOLNWOOD COMMUNITY DEVELOPMENT DEPARTMENT

VARIATION STANDARDS

To be approved, each variation request must meet certain specific standards. These eight standards are listed below. After each listed standard, explain how your variation request satisfies the listed standard. Use additional paper if necessary.

1. The requested variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.

The height (4'), location (side and rear) and open design are consistent with the zoning ordinance.

2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.

Our corner lot is adjacent to the alleyway and R.R. property. During the harsh winter months, wind and snow have caused deterioration and rotting of wooden fences despite being painted and maintained. As a result, I have had to replace two fences!

3. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same Zoning District.

Due to the unique juxtaposition of our home and the parallel alleyway and R.R. property right-of-way, these conditions would not generally be applicable to other property within the same zoning district.

4. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.

Pursuant to the disintegration of not one but two wooden fences, I set out to find not only a reputable contractor, but a proven, contemporary material for a new fence.

In the 2013 edition of 'Best Pick Reports' by Esco Research, I found "Golden Fence", an A-Rated company which has been a "Best Pick" 3 years in a row.

(over please) →

VARIATION STANDARDS (continued)

5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

The hardship is caused strictly by location and weathering.

6. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

This variation will be neither detrimental nor injurious to persons or property.

7. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.

Yes.

8. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

True.

PAY ONLY THIS AMOUNT

\$ 1,540.79

BY 08/01/12 (on time)

2011 Second Installment Property Tax Bill

Property Index Number (PIN) 10-35-313-015-0000 Volume 130 Code 24015 Tax Year 2011 (Payable In) (2012) Township NILES

IF PAID LATE 08/02/12 - 09/01/12

\$ 1,563.90

IF PAID LATE 09/02/12 - 10/01/12

\$ 1,587.01

IF PAID LATE 10/02/12 - 11/01/12

\$ 1,610.12

TAX CALCULATOR



THANK YOU FOR YOUR FIRST INSTALLMENT PAYMENT OF:

\$ 1,425.44 ON 02-07-12

PAY THIS BILL AT COOKCOUNTYTREASURER.COM OR ANY CHASE BANK.

LATE PENALTY
IS 1.5% PER MONTH,
BY STATE LAW.

Property location and classification for this PIN

3719 NORTH SHORE AVE

LINCOLNWOOD IL 60712 3752

Property Classification 2-34

Taxing District	2011 Tax	2011 Rate	2011 %	Pension	2010 Tax	2010 Rate
MISCELLANEOUS TAXES						
North Shore Mosquito Abatement	3.65	0.010	0.12%		3.28	0.009
Metro Water Reclamation District	116.69	0.320	3.93%	6.56	99.92	0.274
Lincolnwood Public Library	120.34	0.330	4.06%	4.01	105.39	0.289
Miscellaneous Taxes Total	240.68	0.660	8.11%		208.59	0.572
SCHOOL TAXES						
Oakton Community College Dist 535	71.48	0.196	2.41%		58.35	0.160
Community High School District 213	1,059.00	2.904	35.70%	47.77	925.53	2.538
School District 74	1,106.41	3.034	37.30%	21.15	972.21	2.666
School Taxes Total	2,236.89	6.134	75.41%		1,956.09	5.364
MUNICIPALITY/TOWNSHIP TAXES						
Village of Lincolnwood	274.60	0.753	9.26%	76.21	241.05	0.661
Road & Bridge Niles	0.00	0.000	0.00%		0.00	0.000
General Assistance Niles	1.82	0.005	0.06%		1.46	0.004
Town Niles	13.49	0.037	0.45%		11.67	0.032
Municipality/Township Taxes Total	289.91	0.795	9.77%		254.18	0.697
COOK COUNTY TAXES						
Cook County Forest Preserve District	21.15	0.058	0.71%	0.36	18.60	0.051
Consolidated Elections	9.12	0.025	0.31%		0.00	0.000
County of Cook	81.33	0.223	2.75%	33.18	83.14	0.228
Cook County Public Safety	58.71	0.161	1.98%		41.21	0.113
Cook County Health Facilities	28.44	0.078	0.96%		29.90	0.082
Cook County Taxes Total	198.75	0.545	6.71%		172.85	0.474
(Do not pay these totals)	2,966.23	8.134	100.00%		2,591.71	7.107

2010 Assessed Value	34,780
2011 Property Value	347,800
2011 Assessment Level	X 10%
2011 Assessed Value	34,780
2011 State Equalization Factor	X
	2.9706
2011 Equalized Assessed Value (EAV)	=
	103,317
2011 Local Tax Rate	X
	8.134%
2011 Total Tax Before Exemptions	=
	8,403.80
Homeowner's Exemption	-
	488.04
Senior Citizen Exemption	-
	325.36
Senior Assessment Freeze Exemption	-
	4,624.18
2011 Total Tax After Exemptions	=
	2,966.23
First Installment	
	1,425.44
Second Installment	+
	1,540.79
Total 2011 Tax (Payable In 2012)	=
	2,966.23

RABBI IRVING GLICKMAN
3719 W NORTH SHORE AVE
LINCOLNWOOD IL 60712-3752

IF YOUR TAXES ARE PAID BY MORTGAGE ESCROW, BE SURE NOT TO DOUBLE PAY.

Proof of Ownership

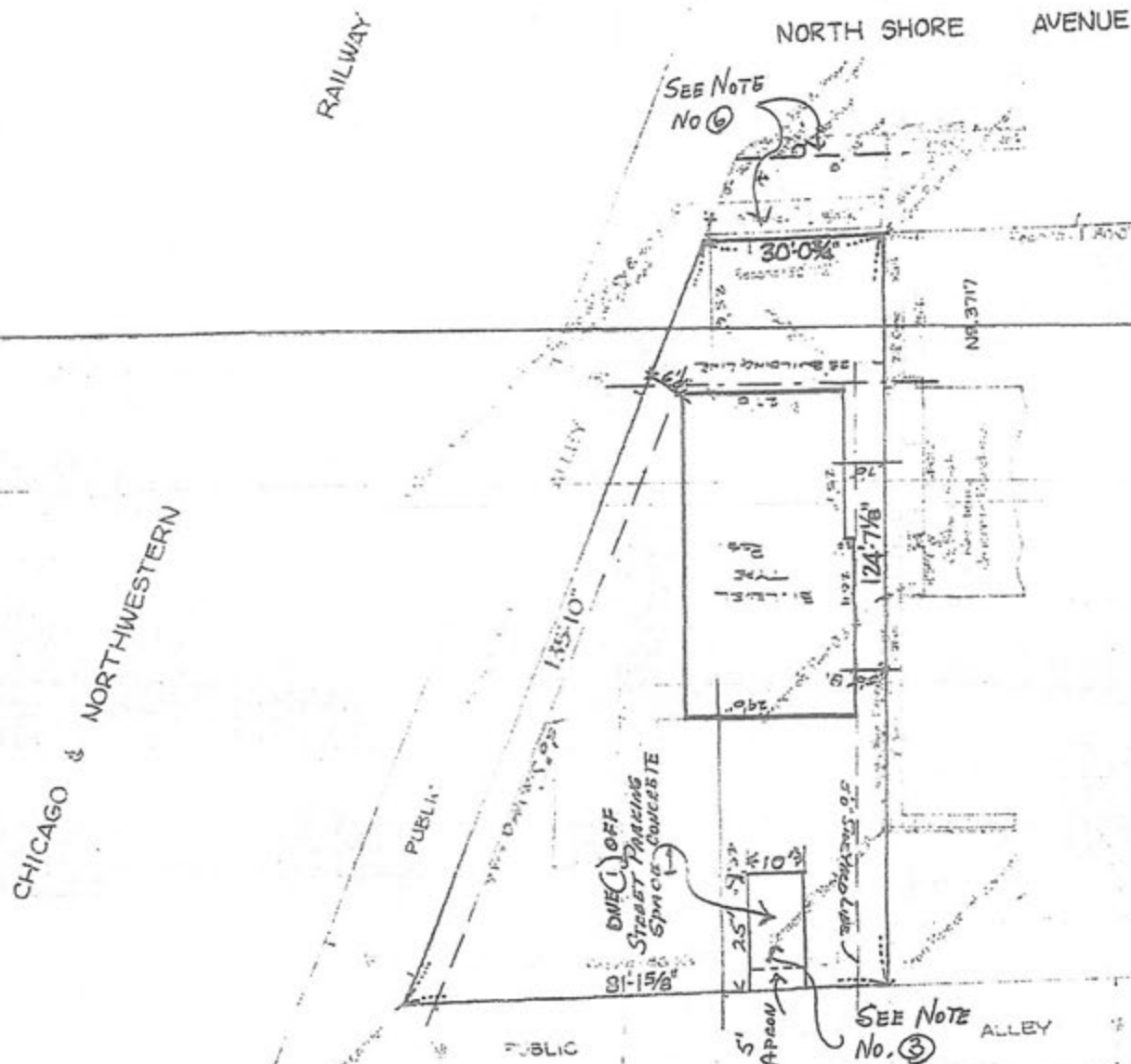
NEVER OFFER FOR SALE FOR YOUR RECORDS

PLAT OF SURVEY

-BY-
GEORGE D. HARKER & ASSOCIATES
REGISTERED LAND SURVEYORS

OF

Lot 10, Block 10, CHICAGO & NORTHWESTERN AVE. GARDENS being a subdivision of the land of the Southern & Western Railway Co. Town of Park Ridge, County of Cook, State of Illinois.



For SHAF HOME BUILDERS, INC.

Scale: 1 inch equals 40 feet

Please use this Order No. in future reference to this survey.

Order No. **730465**

Exp. No. 10/1/68

Building lines, if any, shown herein are building lines shown on the recorded subdivision plat. Consult local authorities for building laws established by local ordinances.

Please check local Department with Dantz also compare all notes before building and report ANY DISCREPANCY IMMEDIATELY.

State of Illinois
County of Cook

GEORGE D. HARKER & ASSOCIATES, Registered Land Surveyors, State of Illinois, No. 1292, do hereby certify that the foregoing is a true and correct copy of the original plat of survey as shown to me by the owner of the same.

Subscribed at Chicago, Illinois, this 24th day of November, 1965.

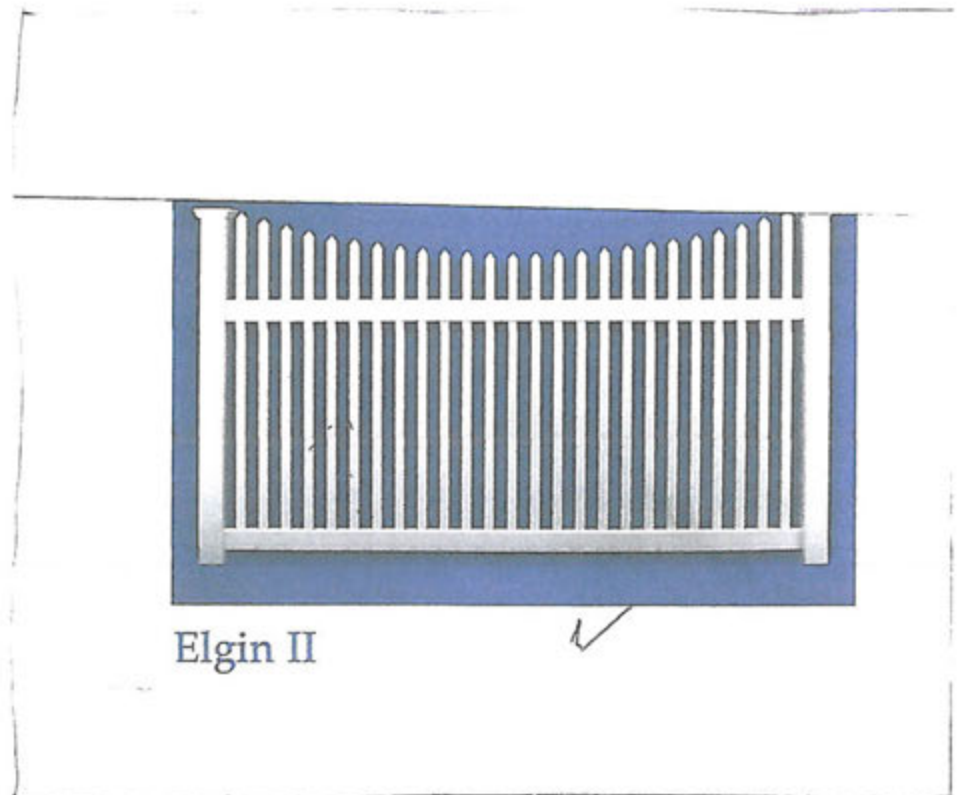
George D. Harker & Associates

[Signature]

Vinylworks fencing offers you a top quality vinyl fence with a lifetime transferable warranty.

- No Painting
- No Staining
- No Splinters
- Strong & Durable

Enhance your property value and enjoy your low maintenance vinyl fence!



– PERFORMANCE

– QUALITY

– CONFIDENCE

Vinylworks Fencing is manufactured from custom-blended polyvinyl chloride (PVC) with chemically-balanced ingredients for superior beauty, durability and lasting performance. Our vinyl has Titanium Dioxide (TiO₂) to protect it from the sun and impact modifiers to ensure its flexibility and strength. Vinylworks vinyl maintains its color, gloss and toughness through sun, rain or snow!

Fences

Northern Chicago



Golden Fence

773-840-5016

"We strive to work with every customer, identify their specific needs, and provide the solution that's right for them, not just right for us. We do the best work, using the best materials." - Eric Aguilar, Owner

Company Information:

- **Services Offered:** Golden Fence offers the installation and repair of wood, chain-link, PVC, ornamental iron, vinyl, and aluminum fences for both residential and commercial customers. The company also performs emergency repairs and offers free estimates.
- **Company History:** Eric Aguilar founded the locally owned-and-operated company in 2004. With more than 25 years of industry experience, Eric continues to play a primary role in the day-to-day operations of the company.
- **Warranty:** Golden Fence offers a two-year warranty on labor.
- **Employee Information:** All of Golden Fence's employees drive marked vehicles. According to the company, it hires only experienced professionals with a history of excellent customer service.

A selection from 215 homeowner reviews:

"Golden Fence is the best. They're great—absolutely great. They were lighting fast, and their quality of work was very good. They built a new fence with two openings for my gates. The workers knew exactly what they were doing, and the cleanup was excellent. I'd say A+."

"As far as I'm concerned, they were absolutely excellent. I've had other fence work done here, and they were far superior to anybody else I've used—far superior in their workmanship, their personality—everything."

"I definitely had a positive experience with Golden Fence. I had them put up a fence, and the overall quality of work is excellent. The fence looks gorgeous. They just walk you through the whole process, and if there are any questions, they ask first instead of later, so that you don't run into problems, which I appreciated."

From the Northern Chicago Elanco Research Best Pick Reports 2013
Quality Home Services Guide A-rated companies
4th annual edition page 38



Request For Board Action

REFERRED TO BOARD: September 3, 2013

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Continuation of a Public Hearing Concerning the Proposed Establishment of a
Devon-Lincoln Tax Increment Finance (TIF) District and Designation of a
Redevelopment Project Area

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On February 19, 2013, the Village Board opened the requisite Public Hearing to receive public comments on the proposed Devon-Lincoln TIF District. At the February 19, 2013 meeting, all persons desiring to comment on the proposed Devon-Lincoln TIF District were afforded the opportunity to provide comments to the Village Board. Nonetheless, because the proceedings of the intergovernmental Joint Review Board (JRB) were still in progress, the Village Board continued this Public Hearing to the Village Board's April 16, 2013 meeting. At the April 16, 2013 meeting, the Village Board took action to again continue this Public Hearing to its June 18, 2013 meeting and then at this June meeting again continued the Public Hearing to the Village Board's September 3, 2013 meeting.

At the September 3, 2013, the Village Board should receive any further additional public comment from any person desiring to provide public comment.

Attached is a May 14, 2013 memorandum which summarizes the status of this matter. By State law, action to establish a TIF District must be introduced to the Village Board no sooner than 14 days after, but not later than 90 days after, the conclusion of the Public Hearing.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Summary Memorandum May 14, 2013
 - a. Draft Terms for Intergovernmental Agreement
 - b. January 15 JRB Minutes
 - c. February 6 JRB Minutes
 - d. Adopted JRB Resolution
 - e. March 6 JRB Resolution
 - f. April 8 JRB Minutes
 - g. Proposed Draft Redevelopment Plan and Qualification Report
2. JRB June 10 Minutes (Draft)

RECOMMENDED MOTION:

Move to Continue the Public Hearing.

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 $1/3^{\text{rd}}$ 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 $1/3^{\text{rd}}$ 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 1/3rd 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 1/3rd 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.



**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 15th 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 6th 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



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, reading "Timothy M. Clarke". The signature is written in a cursive, flowing style with a large initial "T" and "C".

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

**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 6th day of February, 2013,

	_____ Aye	_____ Nay
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		

APPROVED

Return to V.B. 7



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 6th 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 19th but had been continued to April 16th 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 6th 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 desirous now and by consensus, members agreed to let the Resolution adopted on February 6th 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



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 16th. Village staff noted that it was the recommendation of staff to again continue the public hearing from April 16th to June 18th. Discussion ensued concerning public hearing procedures.

Discussion then continued on a date for another meeting of the JRB. May 16th 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 10th 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,

A handwritten signature in black ink, appearing to read "Timothy M. Clarke". The signature is written in a cursive, flowing style.

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

PRELIMINARY

11/20/2012

VILLAGE OF LINCOLNWOOD

TIF REDEVELOPMENT PLAN

DEVON-LINCOLN TIF DISTRICT

“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.

November 2012

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I. INTRODUCTION

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

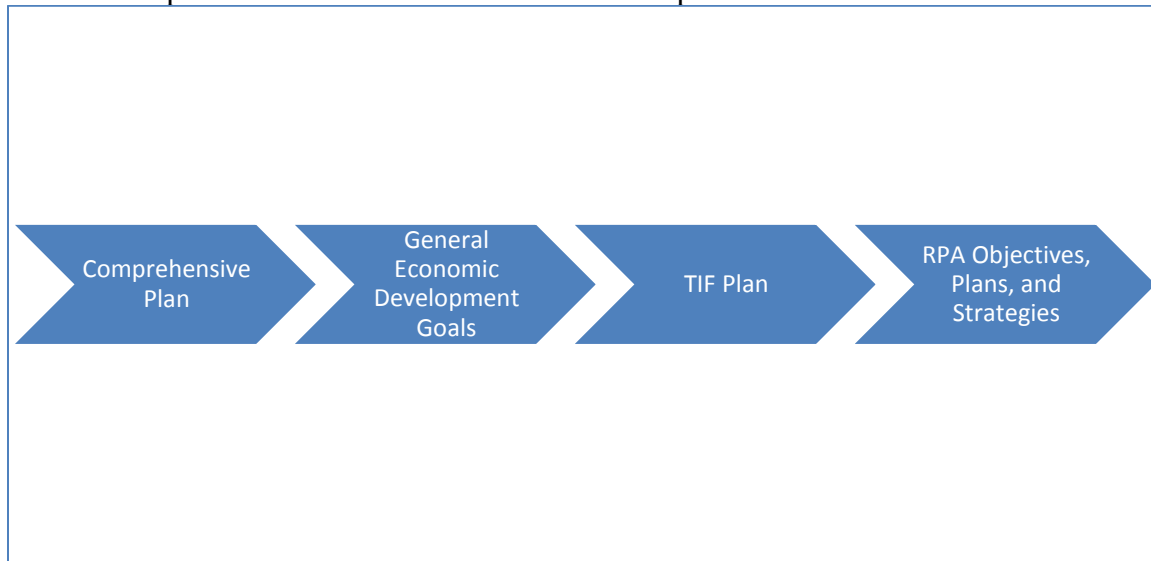
The Redevelopment Project Area legal description is attached in Appendix 1.

III. RPA GOALS AND OBJECTIVES

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

Objective	Policy (Excerpts)
Promote the growth and redevelopment of business and commercial areas.	• Encourage the location of new or expanding businesses in existing commercial locations that would benefit from redevelopment. • Provide assistance programs for commercial property owners who rehabilitate their properties. • Consider land assembly to facilitate commercial redevelopment. • Expand the number of off-street parking spaces where needed to serve established business areas. • Promote restoration of parkway landscaping where it has been paved over; require restoration of parkway landscaping as properties are redeveloped. • 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.
Maintain viable industrial areas as employment centers	• Identify ways to increase the parking supply in industrial areas. • Upgrade rights-of-way to industrial street standards when undertaking street improvements in industrial areas. • Upgrade the image of Lincolnwood's industrial areas through coordinated improvement programs.
Reduce land use conflicts between residential and non-residential uses.	• Augment development requirements for buffering and landscaping between residential and non-residential uses. • Encourage creative ways to provide parking and enhance landscaping of private property. • Require on-site provisions for stormwater detention, encouraging underground detention where appropriate, with respect to new commercial and industrial development.
Establish and maintain a positive community identity along arterial streets.	• Establish appearance review standards within the Zoning Ordinance for non-residential development. • Amend the property maintenance code as needed to provide effective enforcement power. • Enforce the provisions of the sign ordinance. • Establish landscape requirements for new and existing commercial and industrial developments. • Require businesses to screen private parking lots, preferably with plants. • 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. • Develop facade/streetscape improvement programs along major arterials.
Improve the appearance of community gateways and arterial corridors.	• Improve the image of Lincolnwood's public rights-of-way through systematic beautification efforts. • Pursue opportunities to provide landscaping at key intersections. • Implement the Beautification Opportunities Plan for landscaping and community identifiers at major entry points to Lincolnwood. • Consider upgrading street lighting along commercial corridors in connection with other right-of-way improvements.

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

Component	Recommended Strategies(Excerpts)
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.	• Continue and complete median landscaping throughout the corridor. • Diligently pursue parkway restoration whenever possible along Lincoln Avenue, including tree planting and sidewalk restoration. • Enhance crosswalk markings and designations, including signage. • Create and implement a unified streetscape plan for the corridor. • Side street vacations should be explored and examined at appropriate locations.
Development Regulations - Regulations on private property and new development in the corridor.	• 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. • Modify the Village Zoning Code to designate and regulate uses and encourage development in newly established business district hubs (including at Devon/Lincoln). • Prohibit new off-street parking lots in front of buildings along Lincoln Avenue. Continue to require landscape screening of existing parking areas.

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:

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

- o Facilitating the preparation of improved and vacant sites, while assisting private developers who would assemble suitable sites for modern development needs;
- o Coordinating site preparation to provide additional land for new development, as appropriate;
- o 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;
- o Facilitating the provision of adequate on- and off-street parking within the RPA;
- o Coordinating development in tandem with any transportation system upgrades to make the area more accessible; and/or
- o 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

Measure	Examples
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

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

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

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 Globes¹ 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

¹ 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.²

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.

² 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).³

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.⁴

³ 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.

⁴ 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 be used to pay eligible costs for the Devon-Lincoln RPA.

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
TOTAL ESTIMATED TIF BUDGET	\$25,000,000

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

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

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 &

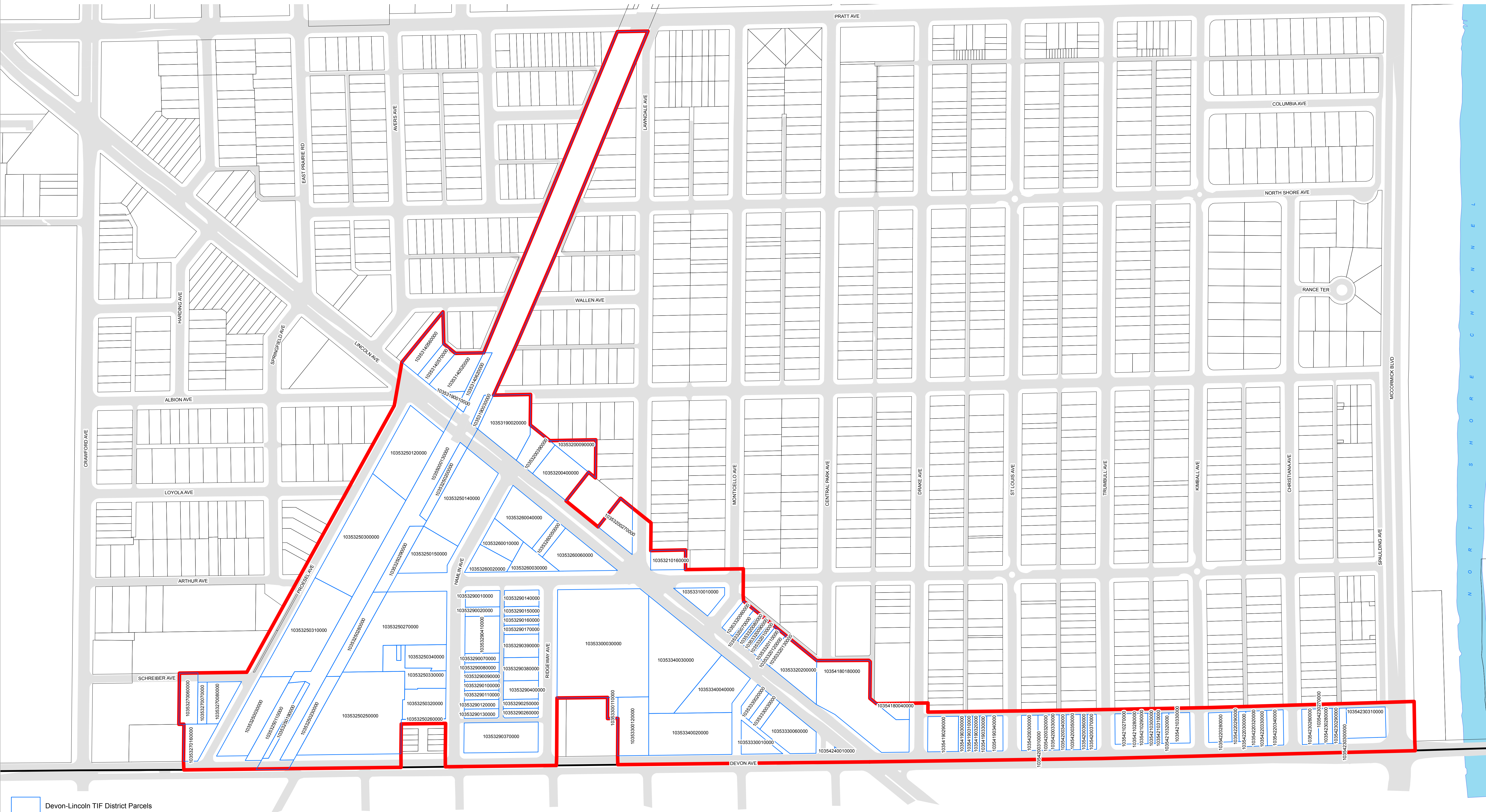
Devon Ave. Subdivision); thence West along said last described line to the Northeasterly line of Lot 4 in Block 6 in said Owen & Closius Lincoln & Devon Ave. Subdivision; thence Northwesterly along said last described line to its intersection with the West line of the North/South public alley; thence 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's 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

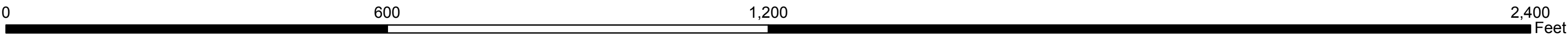
Boundary Map of RPA



Village of Lincolnwood - Devon-Lincoln TIF District



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



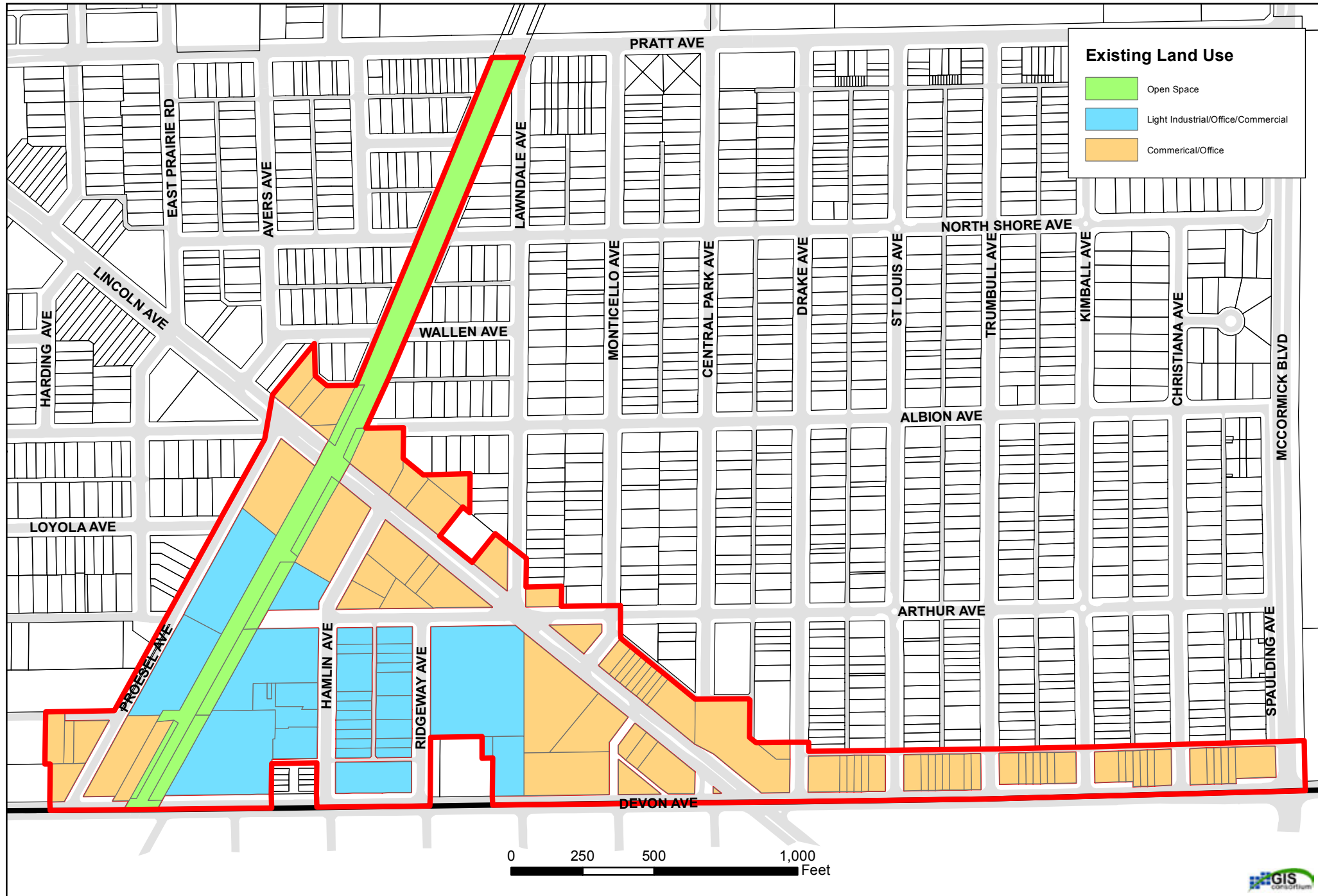
APPENDIX 3

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

VILLAGE OF LINCOLNWOOD

TIF QUALIFICATION REPORT

DEVON-LINCOLN TIF DISTRICT

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.**

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

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

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

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

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

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

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

	2011	2010*	2009	2008	2007*	2006
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 (%)	-13.7%	-5.8%	-9.1%	1.6%	17.5%	
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.¹

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.

¹ 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

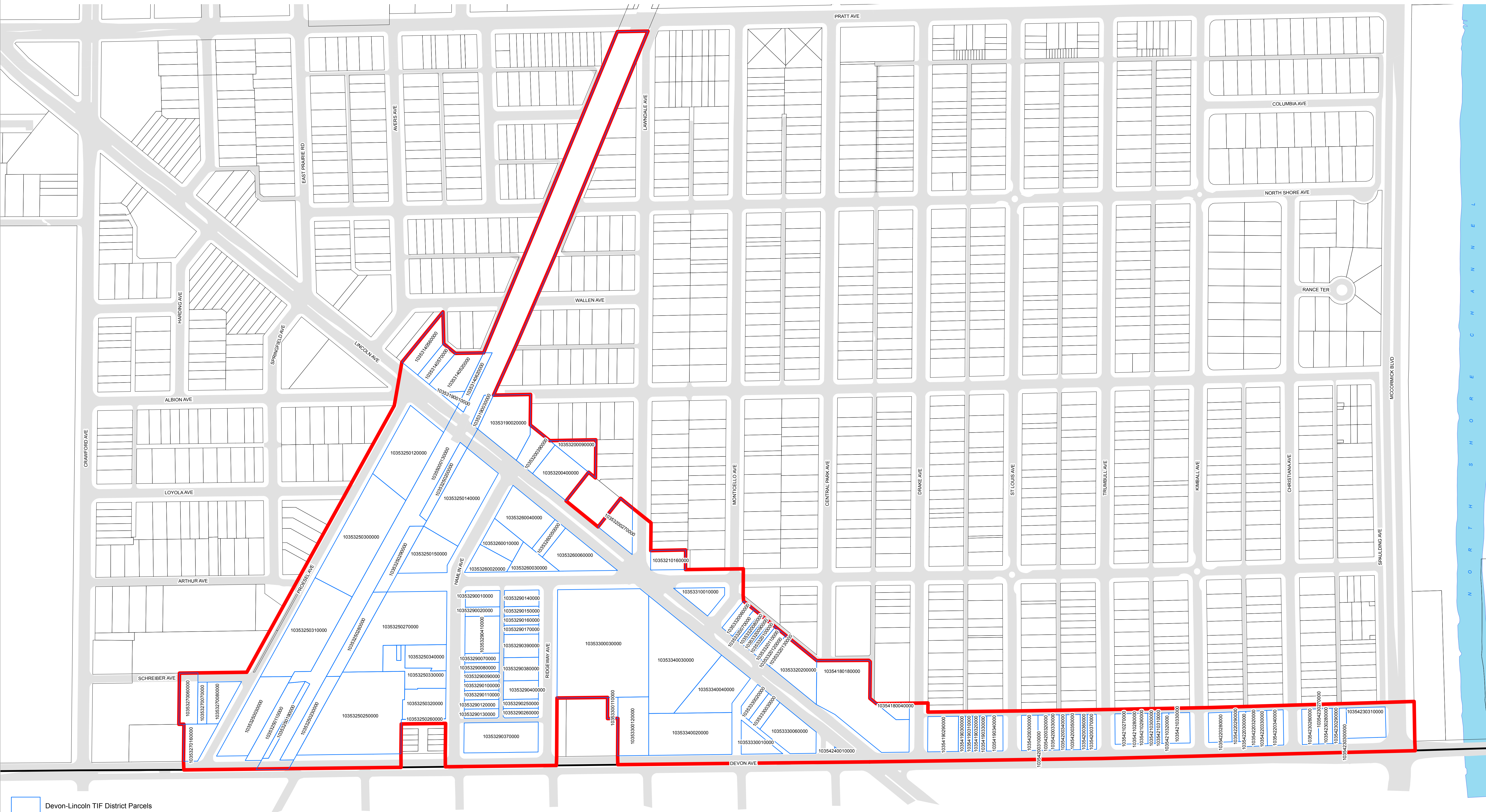
The following is a summary of relevant qualification findings as it relates to the Village's potential designation of the TIF District.

1. The area is contiguous and is greater than 1 ½ 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.

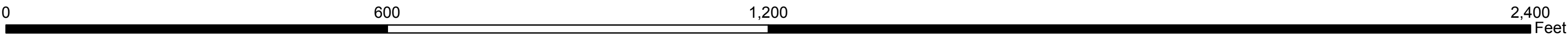
In the judgment of KMA, these findings provide the Village with sufficient justification to consider designation of the TIF District for inclusion within the Devon-Lincoln RPA.



Village of Lincolnwood - Devon-Lincoln TIF District



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





INTERGOVERNMENTAL JOINT REVIEW BOARD
for
Proposed Devon-Lincoln Tax Increment Financing District
Meeting on
June 10, 2013
Council Chambers Room
Lincolnwood Village Hall
11:00AM

MEETING MINUTES

Board Members Present

Chairman James Kucienski, Village Representative (Village Alternate)
Su Bochenski, Lincolnwood Library District
Paul Eisterhold, Public Member
Nanciann Gatta, School District #219 Representative (Arriving at 11:16AM)
Darrell Moon, 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
Timothy Clarke AICP, Community Development Director
Robert Merkel, Finance Director

Others Present

Kendra Beard, President, Lincolnwood Library District
Tony 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 AM by Chairman James Kucienski, noting that five members of the Joint Review Board (JRB) were present (Representative Gatta of District #219 had not yet arrived).

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

A motion was made by Member Eisterhold to approve the proposed minutes, as presented, of the April 8, 2013 meeting of the JRB. Motion seconded by Member Gelfund. Motion approved 5-0 by voice vote.

III. Next Steps and Next Meeting

Chairman Kucienski summarized for Board members the status of the continued Public Hearing on this proposed TIF District. This public hearing began on February 19, 2013, was continued to April 16, 2013 and then continued to June 18, 2013. Chairman Kucienski stated that Village Board members have already indicated that on June 18, they intend to again continue to a future date, this public hearing. Chairman Kucienski noted that this continuance was in response to inquiries made by some of the taxing districts and their desire to discuss with the Village, an intergovernmental agreement. Attorney Elrod explained that one of the Village Trustees owns property in the proposed District and therefore cannot vote on this matter and so a full complement of Village Board members is desired for discussion of this proposed TIF District and the request by some of the taxing districts for an intergovernmental agreement. Discussion ensued on the way forward for the JRB during which Representative Gatta of District #219 arrived.

Members discussed when would be the best time for another meeting of the Board on this matter. It was noted that the JRB had already adopted a Resolution which would remain in effect unless the Board again convened and took action to negate or nullify this already adopted Resolution. It was stated that any member of the Board can advise the Village that it desires for the JRB to convene and a meeting would then be scheduled. Discussion continued.

It was determined by members that setting meeting times now for a future JRB meeting would be appropriate. It was decided that September 9, 2013 at 9AM in Village Hall, and as an alternate date, September 26, 2013 at 9AM in Village Hall, would be good times for the JRB to next meet. Based on this discussion, Member Gelfund made a motion, seconded by Member Bochenski, to set the next meeting of the JRB for Monday September 9, 2013 at 9AM in Village Hall and as an alternate date for this next meeting, for Monday September 26, 2013 at 9AM in Village Hall. Motion approved 6-0 by voice vote.

IV Public Forum

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

V. Adjournment

By consensus, the meeting was adjourned at 11:23AM.

Respectfully submitted,

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