



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
6:30 P.M., DECEMBER 17, 2013**

**AGENDA**

- I) Call to Order**
- II) Roll Call**
- III) Minutes** – December 3, 2013 Committee of the Whole Meeting
- IV) Regular Business**
  - 1) Discussion Concerning the Parking of Commercial Vehicles (6:30 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: December 13, 2013

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
DECEMBER 3, 2013**

DRAFT

**Call to Order**

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:30PM, Tuesday, December 3, 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 Elster, Leftakes, Klatzco, Patel, Cope (6:35)

ABSENT: Trustee Sprogis-Marohn

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Steven Elrod, Village Attorney; Charles Meyer, Assistant to the Village Manager; Timothy Clarke, Director of Community Development; Robert LaMantia, Chief of Police; Robert Merkel, Finance Director; Charles Greenstein, Village Treasurer; Amanda Williams, Management Analyst; Ashley Engelmann, Assistant to the Public Works Director.

**Approval of Minutes**

The minutes of the November 5, 2013 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Elster moved to approve the minutes. Trustee Patel seconded the motion. The motion passed by Voice Vote.

**Regular Business**

**1. Discussion Concerning a Request from Airoom to Create Designated Parkway Parking**

This item was presented by Mr. Wiberg who reviewed the history of this request:

- Designated Parkway Parking Ordinance – 2002
- Purpose to Improve Traffic Safety
- Improve Business Viability
- Beautify the Village
- Lincoln Avenue Task Force Plan – Reduce Traffic Conflicts on Lincoln

Previously approved parkway parking locations were identified.

Airoom Parking History

- 1992-94 – Plans submitted for an addition to their building
- 1995 – Variations approved to allow the building expansion – Including a prohibition of parkway parking on Keystone Ave.
- 2004 – Village Board approves resident only parking
- 2004 – Streets and Alleys Committee reviews parkway parking request for Keystone and Karlov Aves.
- 2012 – Requested the Village to vacate a portion of Keystone Ave. to build a parking lot  
Traffic Commission recommends that the Village Board deny the request  
During the COTW discussion the Board directs Staff to explore other parking options for the area

- 2013 – Requests designated parkway parking  
Traffic Commission recommends denial based in part on the 1995 Village Ordinance prohibiting parkway parking
- 2013 – Airoom seeks direction from the Village Board Committee of the Whole

#### Options

- Recommend Airoom appeal to the Zoning Board of Appeals to rescind part of the 1995 Ordinance
- Recommend Airoom seek and alternative solution

The key difference in the request at the present time is the planned reconfiguration of parkway parking.

Discussion ensued. Michael Kline, president of Airoom addressed the Board.

A discussion ensued regarding the intent of the 1995 Board decision.

Attorney Elrod clarified the process as it had taken place in 1995.

The Board consensus was to send this request to the Zoning Board of Appeals, where the entire plan can be reviewed

Resident Georgia Talaganis, 3955 Estes addressed the Board questioning past issues.

A number of residents were in attendance who were identified as against the request.

The residents were informed that because of time constraints the Committee of the Whole would have to be adjourned, however the Zoning Board will hold a Public Meeting at which these residents could express their opinions. President Turry also stated that anyone wishing to address the Board at the end of the regular meeting this evening would be welcome to do so.

The following residents were in attendance and expressed their positions as against the request

- Martin Youkhanna – 6915 Karlov
- Angie Kotsinonos – 6905 Karlov
- Henry Kruzel – 6836 Keystone
- Mitchell Kruzel – 6835 Keystone

The other residents in attendance did not identify themselves.

#### **Adjournment**

At 7:45 P.M. Trustee Leftakes moved to adjourn Committee of the Whole. The motion was seconded by Trustee Elster.

The motion passed with a 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: December 13, 2013

SUBJECT: **December 17 Committee of the Whole Meeting**

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

1) **Discussion Concerning the Parking of Commercial Vehicles (6:30 – 7:30 p.m.)**

Over the past few months the Traffic Commission has been discussing the current regulations that govern the overnight parking of commercial and recreational vehicles in the Village. [Attached](#) is a memorandum from the Police Chief summarizing the issue. On Tuesday evening staff will be seeking Village Board direction on the proposed amended regulations governing the overnight parking of commercial and recreational vehicles.

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



# LINCOLNWOOD POLICE DEPARTMENT

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## INTER-OFFICE MEMO

Robert LaMantia  
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: December 17, 2013

Subject: Traffic Commission Recommendation Regarding  
Restricting Commercial and Recreational Vehicle Parking

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The Traffic Commission has been reviewing, discussing and considering restricting commercial and recreational vehicle parking on residential streets and private driveways since November, 2011.

The current Code prohibits the on-street parking of commercial vehicles between 7:00 p.m. and 7:00 a.m. Commercial vehicles are defined as vehicles over 12,000 pounds, and/or vehicles bearing commercial markings and/or equipment. The Zoning Code prohibits parking any commercial vehicles over 12,000 pounds on a residential driveway, or more than one commercial vehicle less than 12,000 pounds on a residential driveway.

Enforcement of a commercial vehicle ordinance based on weight is challenging. The following are just two of many examples of trucks weighing over 12,000 pounds:



The Zoning Code requires boats and trailers to be parked in a fully enclosed structure from October 31<sup>st</sup> to April 1<sup>st</sup>, each year. It also requires snow mobiles and similar type vehicles to be parked in an enclosed structure from April 1<sup>st</sup> through November 30<sup>th</sup>

each year.

On October 24, 2013, the Traffic Commission unanimously voted to recommend the Village Board adopt an Ordinance “restricting boats, boat trailers, recreational vehicles, snow mobiles, livery vehicles, commercial vehicles on all residential streets and driveways between 7:00 p.m. and 7:00 a.m., except with temporary permission from the Police Department.” The Traffic Commission meeting minutes are attached.

The Commission made the recommendation for the following reasons:

1. Commercial and recreational vehicles adversely affect the character of residential neighborhoods. Commercial vehicles should be parked at the owner’s place of business, not his home. Persons who own recreational vehicles should understand that part of the cost of owning such a vehicle is the cost of proper storage.
2. There are challenges with enforcing the current Code with regard to recognizing Class 1 Commercial Vehicles. The current Code prohibits vehicles weighing over 12,000 pounds. The Village Code with regard to commercial vehicles and the Zoning Code with regard to recreational vehicles is attached.
3. There is a general concern regarding safety including the restricted line of sight at intersections caused by commercial vehicles, attractive nuisances, and the use of commercial vehicles in the commission of criminal acts. It is very common for criminals to use white panel vans and pick-up trucks in the commission of their crime.
4. A review of neighboring communities shows that restricting commercial and recreational vehicles is the norm. The Village’s current Code is the exception. A summary of the neighboring Codes is attached.

I am requesting this recommendation be discussed by the Village Board at a Committee of the Whole meeting.

#### **Documents Attached**

1. October 24, 2013 Approved Traffic Commission Minutes
2. Chapter 7 Traffic Code
3. Zoning Code Chapter 15 7.11 Off-Street Parking and Loading
4. Zoning Code Chapter 15.7.12 Parking and Storage of Recreational Vehicle•
5. Commercial and Recreational Vehicle Parking Summary

**Village of Lincolnwood  
Traffic Commission Meeting Minutes  
Thursday, October 24, 2013, 7:00 p.m.  
Village Hall Council Chambers**

1) Call to Order

Commission Chair Gelfund called the meeting to order at 7:06 p.m.

2) Pledge to the Flag

Chair Gelfund led the Commission in the Pledge to the Flag.

3) Roll-call

Commissioners Mark Bonner, Antonio Costantino, Donald Gelfund, Georjean Nickell, Claude Petit, Scott Troiani, Assistant to the Public Works Director Ashley Engelmann, Village Engineer Jim Johnson, Officer Timothy Schaefer and Chief of Police Robert LaMantia were present.

Trustee Ronald Cope and Commissioner James Lee were absent.

4) Report by Chair

Chairman Gelfund reported on a recent Plan Commission meeting regarding the development of the Purple Hotel property. He indicated that there was a lot of discussion regarding a proposed traffic control signal at Chase and Lincoln, and the potential impact on traffic on Chase between Lincoln and Crawford.

5) Approval of Traffic Commission Minutes

Commissioner Troiani made a motion to approve the minutes from September 26, 2013. Commissioner Nickell seconded the motion. The motion was unanimously approved.

6) Unfinished Business

a) Alternate Side Parking Signage

Ms. Engelmann reported on Ms. Lydia Cohen's request to have signage regarding the Alternate Side Parking Ordinance posted on each residential street. The cost is \$9,000. Ms. Engelmann proposed adding eight additional signs, in addition to the signs posted on the arterial streets at each of the entrances to the Village. The cost of Ms. Engelmann's proposal is \$140. Commissioner Troiani made a motion to accept Ms. Engelmann's proposal. Commissioner Petit seconded. The motion was unanimously approved.

b) 4601 W. Touhy Avenue Traffic and Parking Challenges

Chief LaMantia reported on the on-going parking and traffic challenges in the

area of 4601 and 4711 W. Touhy. He reported that recently, staff had to remind the restaurant's valet service to remind drivers exiting the drive to turn right onto Kilpatrick to avoid creating a conflict with traffic on Touhy.

c) Standardization of Crosswalks

Mr. Jim Johnson presented his proposal to standardize crosswalk markings. Commissioner Bonner made a motion to recommend the Board accept the Crosswalk Design Guidelines as proposed. Commissioner Costantino seconded. The motion was unanimously approved.

d) Commercial and Recreational Vehicle Parking Restrictions

Mr. Paul Eisterhold, 6810 N. Lincolnwood Dr. spoke regarding the commercial and recreational vehicle ordinance. He said years ago, the Plan Commission worked for over two years to develop a commercial vehicle ordinance, only to have it changed by the Code of Ordinance and Review Board. He said the Commission worked very hard to be fair, but there were many occasions when residents parked motor homes, boats, and construction vehicles on their driveways for days, weeks and months. He asked the Commission to recommend restricting commercial and recreational vehicles from parking on residential streets and driveways.

Chief LaMantia reviewed commercial and recreational vehicle ordinances from several neighboring communities and after review and discussion, Commissioner Nickell said community appearance is a concern, and made a motion to recommend the Board restrict boats, boat trailers, recreational vehicles, snow mobiles, livery vehicles, commercial vehicles on residential streets and driveways between 7:00 p.m. and 7:00 a.m., except with temporary permission from the Police Department. Commissioner Bonner seconded. The motion was unanimously approved.

7) New Business

a) Central and Sauganash Turn Restrictions

Mr. James Persino, 6700 W. Sauganash spoke regarding the turn restrictions from Central to Sauganash. Mr. Persino said that there used to be two signs at Central at Sauganash restricting turns, but one sign was knocked down in a traffic crash about a year ago, and never replaced. He said he has lived in the Village since 1979, and the only people violating the Ordinance now are the neighbors. Prior to the development of the Village Crossing, employees from Teletype would cut through the neighborhood. However, that has not been a problem for many years. Everyone thought the theaters (Village Crossing) would create traffic problems, but they have not. Today, most of the drivers violating the signs are residential neighbors.

Chief LaMantia recommended the Commission defer any discussion or action

and notify the neighbors the request will be discussed at a future meeting. He recommended also consider removing the turn restrictions at Central and Ionia, and Central and Dowagiac.

Commissioner Troiani made a motion to table the discussion until the December 5, 2013 meeting and notify the neighbors. Commissioner Nickell seconded. The motion was unanimously approved.

b) Line of Sight Pratt and LeClaire

Chief LaMantia reported on the line of sight at Pratt and LeClaire. He indicated that during the past summer, the Illinois Department of Transportation closed the eastbound exit ramp from the Edens Expressway to Touhy. Most of the eastbound traffic used the westbound exit, turned left onto LeClaire, left onto Pratt, and headed east.

Staff proactively temporarily restricted parking for the 98' (feet) on the north side of Pratt, west of LeClaire to improve the line of sight for southbound LeClaire traffic. There were no line of sight related motor vehicle traffic crashes during the three month construction period. Base on the positive results, staff recommended the Commission restrict parking in this area to "compact car only." The neighbors were notified the Commission would be considering this matter. One resident contacted Chief LaMantia in advance of the meeting and asked that the same consideration be given to the east side of Pratt.

Commissioner Bonner made a motion to restrict parking on the north side of Pratt 98' (feet) west of LeClaire. This is approximately four car lengths or to the first residential driveway. Commissioner Troiani seconded. The motion was unanimously approved.

c) 2014 Meeting Dates

Commissioner Bonner made a motion to table this matter until the December 5, 2013 meeting. Commissioner Petit seconded. The motion was unanimously approved.

8) Public Forum

None

9) Report by Staff

a) Chief LaMantia reported on providing information on Resident Only Parking to the residents on the 6400 block of Kimball following the September Traffic Commission meeting.

b) Chief LaMantia reported that Airoom's request for Designated Parkway Parking will be on the next Village Board Committee of the Whole agenda.

c) Chief LaMantia reported on several parking complaints received from the neighbors south of Meatheads Restaurant.

10) Good of the Order

None

11) Adjournment

There being no further business, Commissioner Bonner made a motion to adjourn the meeting at 9:25 p.m. Commissioner Costantino seconded the motion. The motion was unanimously approved.

## VILLAGE OF LINCOLNWOOD

### Chapter 7. TRAFFIC CODE

#### Article 2. THROUGH STREETS; STOP STREETS; ONE-WAY STREETS; LOAD LIMITS; PROHIBITED AND RESTRICTED PARKING

##### 7-2-24. Parking commercial vehicles on public streets.

(A) Definitions. The following definitions shall apply in the interpretation and enforcement of this Section 7-2-24:

##### COMMERCIAL VEHICLE

For purposes of this Chapter 7, all commercial vehicles shall be classified as either Class 1 or Class 2 commercial vehicles. Any trailer including, but not limited to, tar hoppers, generators, cement mixers, or any portable construction or maintenance equipment that is not a recreational vehicle (as defined in Section 7-2-17 of this Code) camper trailer, a travel trailer, or a recreational vehicle trailer (as defined in Section 7-2-17 of this Code), shall be deemed a commercial vehicle. Unless otherwise provided, any reference in this Section 7-2-24 to commercial vehicles shall be deemed to be made to both Class 1 and Class 2 commercial vehicles. Class 2 vehicles used for snowplowing which have snowplow blades attached and which lack commercial markings or lettering indicating that the vehicle is used for commercial or industrial purposes are not commercial vehicles for purposes of this definition for the period commencing November 15 and ending April 15 each year.

(1) **CLASS 1** — Class 1 commercial vehicle shall mean any vehicle, other than a recreational vehicle, regardless of the use to which the vehicle is put or intended or designed to serve and regardless of any other classification system made applicable to vehicles by any other governmental body, that weighs in excess of 12,000 pounds in gross weight.

(2) **CLASS 2** — Class 2 commercial vehicle shall mean any vehicle that is not a recreational vehicle or a Class 1 commercial vehicle that is operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, for hire or not for hire, including, without limitation (unless otherwise specified), the following:

(a) Commercial markings: Any such vehicle bearing commercial markings or lettering indicating that the vehicle is used for commercial or industrial purposes.

(b) Removable equipment: Any such vehicle bearing removable equipment or merchandise, excluding trailer hitches, camper type tops (not higher than one foot above the high point of the truck cab roof) and truck bed storage boxes, stored on the exterior of the vehicle.

##### TRAILER

Any vehicle or portable structure constructed so as to permit occupancy thereof for lodging or dwelling purposes or for the use as an accessory building or structure in the conduct of a business, trade or occupation, and which may be used as a conveyance on streets and highways, by its own or other motive power; a portable structure supported by wheels, jacks, horses, skids or blocks without a permanent foundation which is towed or hauled by another vehicle and, whether occupied or not, used for temporary human occupancy, carrying materials, goods or objects, livestock, or use as a temporary office.

(B) Use of public streets. Commercial vehicles or trailers shall not be permitted to park on any public street, thoroughfare or alley within the Village between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, nor between the hours of 7:00 p.m. on Saturday and 7:00 a.m. on Monday.

(C) Penalty. Any person who shall violate any of the provisions of this Section 7-2-24 shall be subject to a fine as set forth in Section 7-2-31 of this Code.

## Village of Lincolnwood

### Chapter 15. ZONING

#### Article VII. OFF-STREET PARKING AND LOADING

7.11. Parking and storage of commercial vehicles and trailers in residential districts.

(1) Parking and storage defined. For purposes of this Section 7.11, the parking or storage of commercial vehicles and trailers, shall mean the parking of any such vehicle at any time.

(2) Parking and storage of commercial vehicles and trailers. The parking and storage of commercial vehicles and trailers in residential districts shall comply with the following restrictions:

a. Class 1 commercial vehicles and trailers. All Class 1 commercial vehicles or trailers must be parked or stored in a fully enclosed building or fully enclosed structure at all times, subject only to the exceptions stated herein. No Class 1 commercial vehicle or trailer shall be parked or stored in any unenclosed parking lot or parking area on any zoning lot in a residential district, except for the period necessary for the reasonable expeditious loading or unloading of such vehicle or in conjunction with the performance of a service or delivery for the benefit of the lot or its owners or occupants.

b. Class 2 commercial vehicles and trailers. Not more than one Class 2 commercial vehicle may be parked or stored in an unenclosed parking space per zoning lot. All other Class 2 commercial vehicles or their trailers must be parked or stored in a fully enclosed building or fully enclosed structure at all times except for the period necessary for the reasonable expeditious loading or unloading of a such vehicle or in conjunction with the performance of a service or delivery for the benefit of the lot or its owners or occupants. Notwithstanding the foregoing, nothing herein shall permit a detached trailer to be parked or stored in any unenclosed parking lot or parking area on any zoning lot in a residential district.

c. Impervious surface required. Those Class 2 commercial vehicles not restricted to parking in fully enclosed parking lots, garages or parking areas as required by Section 7.11(2)(b) above, shall be parked or stored on an all weather asphalt or concrete pavement surface in accordance with Village requirements and this Zoning Ordinance.

(3) Storage of vehicles in garages. A commercial vehicle or trailer may be stored in a fully enclosed garage or accessory structure in a residential district provided that said garage or accessory structure complies with all applicable provisions of this Zoning Ordinance.

(4) Construction sites. The regulations prohibiting the outdoor parking or storage of commercial vehicles and trailers set forth herein shall not apply where commercial vehicles or trailers are parked or stored on a zoning lot where improvements to that zoning lot are actively being constructed pursuant to a current, valid Village permit. Notwithstanding the foregoing, no owner, occupant, or any contractor or agent of an owner or occupant, shall park or store any commercial vehicle or trailer on any zoning lot in a residential district for an indefinite period of time during the permit period. Only those commercial vehicles or trailers which are used to facilitate the construction authorized by Village permit shall be exempt from the regulations set forth in this Article VII.

(5) Exemption for commercial vehicles registered to educational, religious or charitable organizations. The Board of Trustees or a committee thereof, upon proper written application by the owner of a vehicle which would otherwise be classified as a commercial vehicle under this Zoning Ordinance, and which vehicle is registered to an educational, religious or charitable organization, and the vehicle is used for educational, religious or charitable purposes, may after due consideration, exempt such vehicle from the requirements of this Article VII. An applicant for a permit to exempt a vehicle may be required to submit certain documents as part of the application process including: 1) a written statement of recent date by the Attorney General of Illinois that the organization is in compliance with the provisions of 225 Illinois Compiled Statutes 460/2 of An Act to Regulate Solicitation and Collection of Funds for Charitable Purposes, and such statute as may hereafter be amended; 2) a written statement from the Internal Revenue Service that the organization is a tax exempt organization under the Internal Revenue Code of the United States, Section 501(c)(3). Any vehicle so exempted must be in a fully operational condition.

## VILLAGE OF LINCOLNWOOD

### Chapter 15. ZONING

#### Article VII. OFF-STREET PARKING AND LOADING

7.12. Parking and storage of recreational vehicles, recreational vehicle trailers, and mobile homes in all zoning districts.

(1) Parking and storage. This Section 7.12 governs the parking and storage of recreational vehicles, recreational vehicle trailers and mobile homes at any time.

(2) Fully enclosed parking required; unenclosed parking or storage prohibited. Except as permitted in Article III, Section 3.11 (mobile homes or trailers used as temporary offices), any recreational vehicle, recreational vehicle trailer or mobile home shall be parked or stored in a fully enclosed building or fully enclosed structure. No recreational vehicle, recreational vehicle trailer or mobile home shall be parked or stored in any unenclosed parking lot or parking area on any zoning lot in any zoning district, except for the period necessary for the reasonable expeditious loading or unloading of such vehicle, and except as set forth below.

a. Limited exception; grace period. Recreational vehicles may be parked in an unenclosed parking lot or parking area for up to 48 consecutive hours. Notwithstanding the foregoing, the following specific regulations apply to certain seasonal types of recreational vehicles:

i. Boats and boat trailers shall be parked in a fully enclosed building or structure for the period commencing October 31 and ending April 1 each year.

ii. Snowmobiles, snowmobile trailers, ice sailing craft and trailers used to transport such craft, or any other similar recreational vehicle (and trailer) used for transport over ice or snow, shall be parked in a fully enclosed building or structure for the period commencing April 1 and ending November 30 each year.

b. No exception for empty trailers. Empty recreational vehicle trailers shall be parked or stored in a fully enclosed building or structure and shall not be permitted to be parked in any other manner.

(3) Parking and storage of vehicles in fully enclosed garages. A recreational vehicle, recreational vehicle trailer or mobile home may be parked or stored in a fully enclosed garage or accessory structure in any zoning district provided that said garage or accessory structure complies with all applicable provisions of this Zoning Ordinance.

(4) Parking and storage of vehicles in storage facilities. A recreational vehicle, recreational vehicle trailer or mobile home may be stored in a facility where the storage of property is the primary business of such facility or in a facility where the parking or storage of recreational vehicles, recreational vehicle trailers or mobile homes for display prior to sale or storage prior to delivery may be permitted on a lot in districts where establishments manufacturing such vehicles are permitted uses or special uses and such use complies with all applicable provisions of this Zoning Ordinance.

(5) Utility hookups. It shall be unlawful for any Recreational vehicle, recreational vehicle trailer or mobile home to be connected to any public utility except for required servicing and maintenance of any recreational vehicle, recreational vehicle trailer or mobile home.

(6) Residential use prohibited. No recreational vehicle, recreational vehicle trailer or mobile home shall be occupied for lodging or dwelling purposes in the Village.

(7) Unsafe conditions. It shall be unlawful to park or store a recreational vehicle, recreational vehicle trailer or mobile home in a manner which creates a dangerous or unsafe condition. A dangerous or unsafe condition shall include but shall not be limited to:

a. Parking or storage in an unlocked condition.

b. Parking or storage with flammable liquids aboard in portable containers.

c. Parking or storage in such a manner that a recreational vehicle or recreational vehicle trailer, or mobile home, whether loaded or not, may readily tip or roll.

(8) Location on lot. Any recreational vehicle or recreational vehicle trailer when parked or stored must be fully contained within the zoning lot and shall not extend into the public right-of-way. In no event shall the recreational vehicle or recreational vehicle trailer create a visual or safety hazard for pedestrians or vehicular traffic.

(9) Effective date. This Article VII, shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

## **Traffic Commission**

### **Summary of Commercial and Recreational Vehicle Parking**

#### **City of Chicago**

A commercial vehicle may only park on the street if it is providing deliveries or services to customers. For example, contractors, electricians, plumbers, or delivery persons may park the commercial trucks when they are providing services to customers, or if there is any other expeditious loading or unloading.

#### **City of Evanston**

It shall be unlawful for any person to park a commercial vehicle or bus in any block in the City which meets the standards described in the following Subsections:

##### **Residential Areas**

It shall be unlawful for any person to park a commercial vehicle or bus in any block in the City in which more than one-half ( $\frac{1}{2}$ ) of the buildings are used for residential purposes. This restriction shall be in effect between nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M., every day. "Commercial vehicle" and "bus" as used in this Subsection shall refer to those vehicles defined as such in the Illinois Vehicle Code.

##### **Nonresidential Areas**

It shall be unlawful for any person to park a commercial vehicle or bus in any block in the City in which signs have been posted indicating this prohibition, for a longer period than is required for the expeditious loading or unloading of such vehicles.

#### **Village of Skokie**

No person shall stand or park any commercial truck, tractor, semi-trailer, trailer, bus or commercial vehicle on any street in a residential district for a longer period than is necessary for the expeditious loading or unloading of such vehicle, except that a driver of a bus may park such bus in a designated bus stand as provided in this article. Between the hours of 9:30 p.m. and 7:00 a.m., no motor vehicle shall, for the purpose of loading or unloading, be parked, stopped or stored on any alley adjacent to any dwelling, or on any street in a business within 150 feet of any dwelling.

Vehicles allowed in residential, mixed-use, or business zoning district. Only the following motor vehicles shall be allowed to stand or park on any street in a residential, mixed-use, or business zoning district:

1. Motorcycles
2. Passenger vans with RV license plates.
3. Non-commercial vehicles under 8,000 pounds with passenger or Class B license plates.

- a. Non-commercial vehicles. For the purpose of this section, those factors that determine a non-commercial vehicle shall include, but not be limited to, all of the following:
  - i. Single rear wheels only.
  - ii. No signs, advertisements, business identifications or business license plates.
  - iii. No attached auxiliary equipment including, but not limited to plows, equipment racks or storage boxes or lockers.
4. No debris, construction materials or equipment intended for commercial or business use may be present whether in the open or covered by removable material or fabric.
5. Cargo and panel vans that comply with items 1 through 4 above and have side and rear windows and seating behind the driver's seat.
6. No person shall stand or park any commercial truck, tractor, semi-trailer, trailer bus, public passenger vehicle or commercial vehicle on any street in the Village for a longer period than 60 minutes or for such time as is necessary for the expeditious loading or unloading of such vehicle. Notwithstanding the forgoing sentence, commercial vehicle parking, including, but not limited to, tractor trailer and semi-trailers, is allowed in legally authorized parking spaces or areas in the Manufacturing District.
7. Any truck, tractor, semi-trailer, trailer, bus or commercial vehicle parked in violation of this section is hereby declared to be a nuisance, which may be abated by any police officer by ticketing and/or removing such vehicle to the Village vehicle pound or to any authorized garage.
8. No person shall store any truck, tractor, semi-trailer, trailer, bus or commercial vehicle on any street.
9. Parking of boats, boat trailers and recreational vehicles.

For purposes of this section, a recreational vehicle is a vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation uses. A recreational vehicle shall include the following: travel trailer, pickup coach, motorized home, camping trailer, and any other recreational vehicle or recreational trailer bearing a recreational license plate, i.e., "RV," "RT," or "TA."

10. No boat, boat trailer, or recreational vehicle shall be permitted to park, stand or load in any residential street except with the prior approval by the Village Police

Department. This approval shall be granted for loading or unloading purposes only and shall specify the date and time of its applicability. This prohibition shall not apply to stock vans bearing "RV" or passenger license plates which have not been modified in such a manner as to increase their length, width or height.

11. Any vehicle parked in violation of this section is declared to be a nuisance, which may be abated by any police officer by removing such vehicle to the Village vehicle pound or to any authorized garage.

### **Village of Wilmette**

No person shall stand or park any truck, tractor, semi-trailer, trailer, bus, or public passenger vehicle on any street for a longer period than is necessary for reasonably expeditious loading or unloading of such vehicle except as otherwise provided in this chapter. This prohibition shall include, but not be limited to a camping trailer, a house painting trailer, a construction trailer, a boat trailer and a snowmobile trailer, but it shall not include a van used for noncommercial purposes.



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
7:30 P.M., DECEMBER 17, 2013**

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
  - 1. Board Meeting Minutes – December 3, 2013
- V. Warrant Approval**
- VI. Village President’s Report**
- VII. Consent Agenda** (If any one wishes to speak to any matter on the Consent Agenda, a Speaker’s Request Form must be completed, presented to the 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 the Construction of Sewer Improvements in the Amount of \$119,875 to Lenny Hoffman Excavating, Inc. (Appears on the Consent Agenda Because it is the Lowest Qualified Bidder)
  - 2. Approval of a Resolution to Perform Construction on State Highways in Accordance with State Specifications for a Period of Two Calendar Years (Appears on the Consent Agenda Because it is a Routine Function of Government)
- VIII. Regular Business**
  - 3. Consideration of a Resolution Regarding Zoning Restrictions on Cannabis Cultivation Centers, Dispensaries and Related Activities
- IX. Manager’s Report**
- X. Board, Commission, and Committee Reports**
- XI. Village Clerk’s Report**
- XII. Trustee Reports**
- XIII. Public Forum**
- XIV. Executive Session**

*An Executive Session is Requested to Review Executive Session Minutes and Personnel*

## **XV. Adjournment**

DATE POSTED: December 13, 2013

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6, AT&T U-VERSE Channel 99, and online at [Lincolnwood.tv](http://Lincolnwood.tv) 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. on cable television or online at [Lincolnwood.tv](http://Lincolnwood.tv).

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
DECEMBER 3, 2013**

**Draft**

**Call to Order**

Village President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:45 P.M., Tuesday, December 3, 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 Cope, Patel, 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; Amanda Williams, Management Analyst; Timothy Clarke, Community Development Director; Charles Greenstein, Treasurer; Robert Merkel, Finance Director; Joseph Mangam, Accountant.

**Approval of Minutes**

The minutes of the November 19, 2013 regular Village Board meeting had been distributed in advance and were examined. Trustee Patel moved to approve the minutes, Trustee Klatzco seconded the motion.

The motion passed by Voice Vote.

**Warrant Approval**

Trustee Klatzco moved to approve Warrants in the amount of \$482,775.77, Trustee Leftakes seconded the motion.

Upon Roll Call by the Village Clerk the results were:

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

NAYS: None

The motion passed

**Village President's Report**

**1. Proclamation Regarding Drunk and Drugged Driving Prevention Month**

President Turry read the proclamation which identified the month of December 2013 as Drunk and Drugged Driving (3D) Prevention Month in the Village of Lincolnwood and called upon all citizens, government agencies, business leaders, hospitals and health care providers, schools and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

The Board concurred.

## **2. Holiday Lights Lighting**

President Turry announced that the first annual Holiday lights lighting would take place in our Promenade at 5Pm on Thursday, December 5. He urged all citizens to join him.

### **Consent Agenda**

- 1. Approval of a Resolution to Extend the Professional Janitorial Services Contract with Best Quality Cleaning, Inc. for \$39,660 for One Year**
- 2. Approval of a Recommendation by the Plan Commission Regarding the Final Approval Procedure of a Planned Unit Development**
- 3. Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Granting Verizon Wireless a Special Use Permit for the Construction of Personal Wireless Service Facilities on an Existing Freestanding Tower at 3700 West Devon Avenue**

At the request of Trustee Cope, Aaron Cook identified the changes indicated in Item #2.

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

Upon Roll Call the results were:

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

NAYS: None

The motion passed.

### **Regular Business**

- 4. Consideration of an Ordinance Levying Property Taxes in the Amount of \$5,308,989 for All Corporate Purposes for the Village of Lincolnwood, Cook County, Illinois for the Real Estate Tax Year 2013, Payable to the Village in the Calendar Year 2014**

This item was presented by Mr. Merkel who reviewed the process. Tonight is the final Ordinance adoption.

Mr. Merkel identified an increase of 1.7% over the 2012 Tax Levy and explained that the 2013 Tax Levy was prepared in accordance with current Village Financial Policies. The proposed Tax Levy increase is lower than the average of the last three years (2%) and the last five years (1.8%).

The Ordinance has been reviewed by legal counsel and will be filed with the County Clerk by the end of December 2013.

There was no discussion and no questions were posed.

Trustee Elster moved to approve the Ordinance. Trustee Patel seconded the motion.

Upon Roll Call the results were:

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

NAYS: None

The motion passed.

**4. Consideration of an Ordinance to Abate the 2013 Real Estate Taxes 2011A, 2011B and the 2004 General Obligation Debt Bonds**

This item was presented by Mr. Merkel who explained that the Village currently has three outstanding General Obligation Bond issues and the debt service on the bonds amounted to approximately \$1.5 million dollars for the 2013 Tax Levy. Because the Village has other alternate revenue resources, mainly sales tax, staff recommends that the Village abate the real estate taxes on these debt service payments.

There was no discussion and no questions were posed.

Trustee Leftakes moved to approve the Ordinance. Trustee Klatzco seconded the motion.

Upon Roll Call the results were:

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

NAYS: None

The motion passed.

**Manager's Report**

1. IDOT will remove trees on Cicero Ave., south of Touhy Ave. thru Lincolnwood. Mr. Wiberg questioned the Board as to whether he should request that IDOT plant new trees in this area. The Board agreed that this request should be made.

2. Our Parks and Recreation Department recently became the first Department (rather than Park District) to be designated by the state with the Illinois Distinguished Accredited Agency Award. Congratulations to Mrs. Hincapie and the staff.

**Board and Commissions Report**

None

**Village Clerk's Report**

None

**Trustee Reports**

Trustee Cope announced that he returned today from Israel where he celebrated Thanksgiving and Chanukah.

**Public Forum**

None

**Adjournment**

At 8:10 P.M. Trustee Patel moved to adjourn the Regular Board Meeting to Executive Session for the purpose of discussion relating to personnel, seconded by Trustee Klatzco.

Upon roll call the results were:

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

NAYS: None

**Reconvention**

At 8:32 P.M. President Turry reconvened the Village Board meeting.

Trustee Elster moved to adjourn the Regular Village Board meeting, seconded by Trustee Cope.

The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman  
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: December 13, 2013

The following are the totals for the List of Bills being presented at the December 17th Village Board meeting.

12/17/2013	\$375,289.16
12/17/2013	37,815.06
12/17/2013	313,093.16
12/17/2013	99,625.79
Total	<hr/> \$ 825,823.17

# Accounts Payable To Be Paid Proof List



User: jmm  
 Printed: 12/09/2013 - 10:18 AM  
 Batch: 200-12-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
4Imprint										
4IMPRINT										
12052013	10/14/2013	756.38	0.00	12/17/2013	100 umbrellas with logo/Senior holiday		-		No	0000
205-570-515-5730	Program supplies									
12052013	10/14/2013	756.38	0.00	12/17/2013	100 umbrellas with logo/Senior holiday		-		No	0000
205-504-515-5730	Program supplies									
	12052013 Total:	1,512.76								
	4IMPRINT Total:	1,512.76								
4Imprint Total:		1,512.76								
American First Aid Services										
AFAS INC										
153227	12/04/2013	35.50	0.00	12/17/2013	Office First Aid supplies		-		No	0000
205-500-515-5700	Office supplies									
	153227 Total:	35.50								
153230	12/04/2013	20.35	0.00	12/17/2013	First aid kit supplies		-		No	0000
101-350-512-5660	EMS supplies									
153230	12/04/2013	20.35	0.00	12/17/2013	First aid kit supplies		-		No	0000
101-220-512-5799	Other materials & supplies									
	153230 Total:	40.70								
	AFAS INC Total:	76.20								
American First Aid Services Total:		76.20								
Canon Solutions America										
CANN										
988107353	11/02/2013	207.87	0.00	12/17/2013	Maintenance for plotter - Nov.		-		No	0000
101-210-511-5440	R&M - office equipment									
	988107353 Total:	207.87								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CANN Total:		207.87								
Canon Solutions America Total:		207.87								
Cassidy Tire										
CASSIDYT										
2184387	11/21/2013	164.47	0.00	12/17/2013	Tires for Squad #217		-		No	0000
101-300-512-5480	R&M - vehicles									
2184387 Total:		164.47								
CASSIDYT Total:		164.47								
Cassidy Tire Total:		164.47								
CDW Government										
CDWGOV										
HD26853	11/15/2013	134.05	0.00	12/17/2013	Powertech antenna for squad 216		-		No	0000
101-300-512-5480	R&M - vehicles									
HD26853 Total:		134.05								
HF07274	11/18/2013	6,226.40	0.00	12/17/2013	Printers for Police Squads		-		No	0000
101-250-511-5330	Data processing									
HF07274 Total:		6,226.40								
HF75231	11/20/2013	2,575.40	0.00	12/17/2013	Docking stations for squad printers		-		No	0000
101-250-511-5330	Data processing									
HF75231 Total:		2,575.40								
CDWGOV Total:		8,935.85								
CDW Government Total:		8,935.85								
Chicago Metropolitan Fire Prev										
CHGOMETR										
66544	11/29/2013	134.20	0.00	12/17/2013	Fire extinguishers service & maintenance		-		No	0000
101-350-512-5430	R&M - Fire & EMS equipment									
66544 Total:		134.20								
CHGOMETR Total:		134.20								
Chicago Metropolitan Fire Prev Total:		134.20								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Dvorak Mark										
DVORAK										
9181	12/03/2013	300.00	0.00	12/17/2013	Entertainment for Lighting ceremony		-		No	0000
205-504-515-5270	Purchased program services									
	9181 Total:	300.00								
	DVORAK Total:	300.00								
	Dvorak Mark Total:	300.00								
Elanar Construction										
ELANAR										
1637	11/12/2013	79,880.00	0.00	12/17/2013	Drake Park playground project		-		No	0000
205-430-515-6350	Park Construction & Improvemen									
1637	11/12/2013	1,000.00	0.00	12/17/2013	Removal and dispose of footings		-		No	0000
205-430-515-6350	Park Construction & Improvemen									
	1637 Total:	80,880.00								
	ELANAR Total:	80,880.00								
	Elanar Construction Total:	80,880.00								
Eterno, Attorney at Law David										
ETERNO										
11315	12/04/2013	750.00	0.00	12/17/2013	Adjudication Hearing Officer -		-		No	0000
101-230-511-5399	Other professional services									
	11315 Total:	750.00			November					
	ETERNO Total:	750.00								
	Eterno, Attorney at Law David Total:	750.00								
GE Capital										
GECAPITA										
59801772	11/24/2013	232.44	0.00	12/17/2013	Copier Lease - Public Works - Dec		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
59801772	11/24/2013	232.44	0.00	12/17/2013	Copier Lease - Parks - Dec		-		No	0000
205-500-515-5440	R&M - office equipment									
59801772	11/24/2013	232.44	0.00	12/17/2013	Copier Lease - Fire Dept - Dec		-		No	0000
101-000-210-2650	Contractor Permits Payable									
59801772	11/24/2013	232.44	0.00	12/17/2013	Copier Lease - Police - Dec		-		No	0000
101-210-511-5440	R&M - office equipment									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
59801772	11/24/2013	232.45	0.00	12/17/2013	Copier Lease - Admin - Dec		-		No	0000
101-210-511-5440	R&M - office equipment									
59801772	11/24/2013	232.44	0.00	12/17/2013	Copier Lease - Finance - Dec		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
	59801772 Total:	1,394.65								
	GECAPITA Total:	1,394.65								
	GE Capital Total:	1,394.65								
IL Municipal Retirement Fund										
ZZIMRF										
12042013	12/04/2013	11,070.91	0.00	12/17/2013	Employee - November		-		No	0000
102-000-210-2023	Employee IMRF withholding									
12042013	12/04/2013	34,357.82	0.00	12/17/2013	Employer - November		-		No	0000
102-000-210-2023	Employee IMRF withholding									
12042013	12/04/2013	1,517.53	0.00	12/17/2013	SLEP - Retired Police Chief		-		No	0000
101-300-512-5080	Pension - regular									
	12042013 Total:	46,946.26								
	ZZIMRF Total:	46,946.26								
	IL Municipal Retirement Fund Total:	46,946.26								
Indestructo Rental Co., Inc.										
INDESTRU										
220936	11/27/2013	3,623.00	0.00	12/17/2013	Tents, tables and chairs - Turkey Trot		-		No	0000
205-509-515-5530	Equipment rental									
	220936 Total:	3,623.00								
	INDESTRU Total:	3,623.00								
	Indestructo Rental Co., Inc. Total:	3,623.00								
L3 Communications Mobile Visio										
L3COMM										
0206215-IN	11/20/2013	123.90	0.00	12/17/2013	Batteries for in car video		-		No	0000
101-300-512-5730	Program supplies									
	0206215-IN Total:	123.90								
	L3COMM Total:	123.90								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
L3 Communications Mobile Visio Total:		123.90								
Lakeshore Athletic Services										
LAKESHOR										
351056	11/25/2013	4,573.50	0.00	12/17/2013	Finish line management/Turkey Trot		-		No	0000
205-509-515-5270	Purchased program services									
	351056 Total:	4,573.50								
	LAKESHOR Total:	4,573.50								
Lakeshore Athletic Services Total:		4,573.50								
MABAS Divison III										
MABAS										
IL4000	07/15/2013	250.00	0.00	12/17/2013	MABAS Illinois State Dues		-		No	0000
101-350-512-5540	Intergovernmental fees & dues									
	IL4000 Total:	250.00								
	MABAS Total:	250.00								
MABAS Divison III Total:		250.00								
Maine-Niles Association of Spe										
MNASR										
13-188	11/22/2013	9.20	0.00	12/17/2013	Inclusion Services for Novemeber B		-		No	0000
205-580-515-5270	Purchased program services									
	13-188 Total:	9.20								
	MNASR Total:	9.20								
Maine-Niles Association of Spe Total:		9.20								
Motorola										
MOTOROLA										
91432441	11/25/2013	258.75	0.00	12/17/2013	Speaker for radio		-		No	0000
101-350-512-6510	Equipment - communications									
	91432441 Total:	258.75								
	MOTOROLA Total:	258.75								
Motorola Total:		258.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Northeastern IL Public Safety										
NORTHEAS										
11766	10/31/2013	210.00	0.00	12/17/2013	Re-certification - Driver training		-		No	0000
101-300-512-5590	Training									
	11766 Total:	210.00								
	NORTHEAS Total:	210.00								
Northeastern IL Public Safety Total:		210.00								
Northwest Police Academy										
NWPDACAD										
NWPA111413	11/21/2013	50.00	0.00	12/17/2013	Training seminar for new law		-		No	0000
101-300-512-5590	Training									
	NWPA111413 Total:	50.00								
	NWPDACAD Total:	50.00								
Northwest Police Academy Total:		50.00								
Paramedic Services of Illinois										
PARAMEDI										
4004	12/01/2013	217,192.25	0.00	12/17/2013	Services Rendered Month ended		-		No	0000
101-350-512-5220	Fire protection				12/31/13					
	4004 Total:	217,192.25								
4005	12/01/2013	1,600.00	0.00	12/17/2013	Code Enforcement Officer - 10/23-		-		No	0000
101-300-512-5399	Other professional services				11/19					
	4005 Total:	1,600.00								
	PARAMEDI Total:	218,792.25								
Paramedic Services of Illinois Total:		218,792.25								
Promos 911										
PROMOS91										
4158	11/25/2013	249.29	0.00	12/17/2013	Mood bracelets for fire safety		-		No	0000
101-350-512-5730	Program supplies				awareness					
	4158 Total:	249.29								
	PROMOS91 Total:	249.29								
Promos 911 Total:		249.29								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Secretary of State										
SECOFSTA										
4658792	12/04/2013	120.00	0.00	12/17/2013	Title/plate transfer /2014 Ford Taurus		-			No 0000
101-300-512-5599	Other contractual									
	4658792 Total:	120.00								
	SECOFSTA Total:	120.00								
	Secretary of State Total:	120.00								
Secretary State of Illinois										
SECSOL										
MP1123	12/04/2013	120.00	0.00	12/17/2013	Title/transfer 2014 Ford Explorer		-			No 0000
101-300-512-5599	Other contractual									
MP1123	12/04/2013	25.00	0.00	12/17/2013	Plate transfer 2007 Crown Victoria		-			No 0000
101-300-512-5599	Other contractual									
	MP1123 Total:	145.00								
MP1877	12/04/2013	120.00	0.00	12/17/2013	Title/transfer 2014 Ford Explorer		-			No 0000
101-300-512-5599	Other contractual									
	MP1877 Total:	120.00								
	SECSOL Total:	265.00								
	Secretary State of Illinois Total:	265.00								
Service Sanitation										
SERVICES										
6809426	11/26/2013	1,060.00	0.00	12/17/2013	Portable restrooms / Turkey Trot		-			No 0000
205-509-515-5530	Equipment rental									
	6809426 Total:	1,060.00								
	SERVICES Total:	1,060.00								
	Service Sanitation Total:	1,060.00								
Shore Galleries										
SHOREGAL										
93447	11/26/2013	19.25	0.00	12/17/2013	Uniform allowance		-			No 0000
101-300-512-5070	Uniform allowance									
	93447 Total:	19.25								
	SHOREGAL Total:	19.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Shore Galleries Total:		19.25								
State Industrial Products										
STATE										
96539068	11/20/2013	124.52	0.00	12/17/2013	Sanitizer for cells/dispatch		-		No	0000
101-300-512-5730	Program supplies									
96539068 Total:		124.52								
STATE Total:		124.52								
State Industrial Products Total:		124.52								
TKB Associates, Inc.										
TKB										
10564	11/25/2013	750.00	0.00	12/17/2013	Laserfiche upgrade		-		No	0000
101-250-511-5340	Maintenance Agreement Expense									
10564 Total:		750.00								
TKB Total:		750.00								
TKB Associates, Inc. Total:		750.00								
TLO LLC										
TLO										
TLO120113	12/01/2013	14.25	0.00	12/17/2013	System for background research		-		No	0000
101-300-512-5399	Other professional services									
TLO120113 Total:		14.25								
TLO Total:		14.25								
TLO LLC Total:		14.25								
Tri-Tech Inc.										
TRITECH										
99510	12/01/2013	204.95	0.00	12/17/2013	Evidence technician supplies		-		No	0000
101-300-512-5730	Program supplies									
99510 Total:		204.95								
TRITECH Total:		204.95								
Tri-Tech Inc. Total:		204.95								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
U-Line										
ULINE										
55035599	11/20/2013	329.00	0.00	12/17/2013	Supplies for Evidence technicians		-		No	0000
101-300-512-5730	Program supplies									
	55035599 Total:	329.00								
	ULINE Total:	329.00								
		<hr/>								
	U-Line Total:	329.00								
		<hr/>								
Vering Linda										
VERING										
101413	10/14/2013	2,800.00	0.00	12/17/2013	Marketing Services		-		No	0000
205-500-515-5599	Other contractual									
	101413 Total:	2,800.00								
	VERING Total:	2,800.00								
		<hr/>								
	Vering Linda Total:	2,800.00								
		<hr/>								
Verizon Wireless										
VERIZON										
9714138295	11/01/2013	160.04	0.00	12/17/2013	Machine to Machine - 10 GB		-		No	0000
101-200-511-5580	Telephone									
	9714138295 Total:	160.04								
	VERIZON Total:	160.04								
		<hr/>								
	Verizon Wireless Total:	160.04								
		<hr/>								
	Report Total:	375,289.16								

# Accounts Payable To Be Paid Proof List



User: jmm  
 Printed: 12/09/2013 - 10:19 AM  
 Batch: 201-12-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Amazon										
AMAZON										
39119710088	11/03/2013	38.88	0.00	12/17/2013	Fan for office		-		No	0000
101-200-511-5799	Other materials & supplies									
	39119710088 Total:	38.88								
49550066917	11/02/2013	189.02	0.00	12/17/2013	Code Books		-		No	0000
101-350-512-5620	Books & publications									
	49550066917 Total:	189.02								
74930107685	10/21/2013	308.22	0.00	12/17/2013	IT Supplies		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
	74930107685 Total:	308.22								
	AMAZON Total:	536.12								
	Amazon Total:	536.12								
Bound Tree Medical, LLC										
BOUND										
81261865	11/14/2013	122.44	0.00	12/17/2013	Oxygen regulators		-		No	0000
101-350-512-5730	Program supplies									
	81261865 Total:	122.44								
	BOUND Total:	122.44								
	Bound Tree Medical, LLC Total:	122.44								
Canon Solutions America										
CANN										
988115822	11/16/2013	251.65	0.00	12/17/2013	Maintenance for plotter - November		-		No	0000
101-210-511-5440	R&M - office equipment									
	988115822 Total:	251.65								
988115823	11/16/2013	370.29	0.00	12/17/2013	Administration monthly maintenance -		-		No	0000
101-210-511-5440	R&M - office equipment									
					Oct					

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	988115823 Total:	370.29								
	CANN Total:	621.94								
	Canon Solutions America Total:	621.94								
Ehlers										
EHLERS										
64429	11/25/2013	1,300.00	0.00	12/17/2013	Full continuing disclosure reporting		-		No	0000
101-210-511-5399	Other professional services									
	64429 Total:	1,300.00								
	EHLERS Total:	1,300.00								
	Ehlers Total:	1,300.00								
Engelstein Shirley										
ENGELSTE										
SE11-2013	11/21/2013	300.00	0.00	12/17/2013	Art Gallery invoice - Nov/Dec 2013		-		No	0000
101-100-511-5270	Purchased program services									
	SE11-2013 Total:	300.00								
	ENGELSTE Total:	300.00								
	Engelstein Shirley Total:	300.00								
Essential Equipment Solutions										
ESSEN										
1903	09/24/2013	4,196.00	0.00	12/17/2013	Turnout gear - 2 sets		-		No	0000
101-350-512-5665	Firefighting supplies									
	1903 Total:	4,196.00								
	ESSEN Total:	4,196.00								
	Essential Equipment Solutions Total:	4,196.00								
Global Emergency Products Inc										
GLOBALEN										
AG36410	11/18/2013	640.35	0.00	12/17/2013	Speaker for T15		-		No	0000
101-350-512-5740	Repair parts									
	AG36410 Total:	640.35								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
GLOBALEN Total:		640.35								
Global Emergency Products Inc Total:		640.35								
Hagg Press										
HAGG										
52404	11/15/2013	1,595.88	0.00	12/17/2013	Connections newsletter - Nov-Dec 2013		-		No	0000
101-100-511-5565	Village Newsletter									
	52404 Total:	1,595.88								
	HAGG Total:	1,595.88								
Hagg Press Total:		1,595.88								
International Code Council, In										
ICCDUES										
5202569	11/25/2013	125.00	0.00	12/17/2013	Membership dues - 12/1/13-11/30/14		-		No	0000
101-240-517-5570	Professional associations									
	5202569 Total:	125.00								
	ICCDUES Total:	125.00								
International Code Council, In Total:		125.00								
Lee Auto Parts										
LEEAUTOP										
442-254823	10/25/2013	133.97	0.00	12/17/2013	Wires, plug, rotor and cap		-		No	0000
101-240-517-5480	R&M - vehicles									
	442-254823 Total:	133.97								
442-254999	10/28/2013	164.78	0.00	12/17/2013	Links for Truck #25		-		No	0000
101-440-513-5480	R&M - vehicles									
	442-254999 Total:	164.78								
442-255021	10/28/2013	36.99	0.00	12/17/2013	Cylinder for Truck #25		-		No	0000
101-440-513-5480	R&M - vehicles									
	442-255021 Total:	36.99								
	LEEAUTOP Total:	335.74								
Lee Auto Parts Total:		335.74								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Lowe's Business Acc/GECF										
LOWES										
05750	11/24/2013	222.44	0.00	12/17/2013	Cabinet and installation parts		-		No	0000
101-350-512-5799	Other materials & supplies									
	05750 Total:	222.44								
06644	11/24/2013	27.52	0.00	12/17/2013	Plywood		-		No	0000
101-350-512-5799	Other materials & supplies									
	06644 Total:	27.52								
07796	11/26/2013	194.50	0.00	12/17/2013	Humidifier filters, mop handles, misc		-		No	0000
101-350-512-5799	Other materials & supplies									
	07796 Total:	194.50								
1207	11/19/2013	1,606.50	0.00	12/17/2013	Hydrant pumps, torches, small tools		-		No	0000
660-620-519-5745	Small tools									
	1207 Total:	1,606.50								
1379	11/23/2013	28.60	0.00	12/17/2013	Letters for signage for Turkey Trot		-		No	0000
205-509-515-5730	Program supplies									
	1379 Total:	28.60								
1934	11/15/2013	17.24	0.00	12/17/2013	Signage letters for Turkey Trot		-		No	0000
205-509-515-5730	Program supplies									
	1934 Total:	17.24								
1935	11/15/2013	25.91	0.00	12/17/2013	Outlet plate, metal wall plate		-		No	0000
101-420-511-5405	R&M - buildings									
	1935 Total:	25.91								
2159	11/06/2013	152.40	0.00	12/17/2013	Screws and horses - Turkey Trot		-		No	0000
205-509-515-5730	Program supplies									
	2159 Total:	152.40								
2486	11/18/2013	122.87	0.00	12/17/2013	Signs, letters, extension cords		-		No	0000
205-509-515-5730	Program supplies									
	2486 Total:	122.87								
2609	11/20/2013	17.81	0.00	12/17/2013	Letters for parking signs TT		-		No	0000
205-509-515-5730	Program supplies									
	2609 Total:	17.81								
2774	11/22/2013	254.64	0.00	12/17/2013	Fire pits for Turkey Trot		-		No	0000
205-509-515-5730	Program supplies									
	2774 Total:	254.64								
2785	11/22/2013	109.02	0.00	12/17/2013	Power strips and extension cord		-		No	0000
205-509-515-5730	Program supplies									
	2785 Total:	109.02								
2914	11/26/2013	213.24	0.00	12/17/2013	Green paint, extension cord		-		No	0000
101-420-511-5405	R&M - buildings									
	2914 Total:	213.24								
2915	11/26/2013	37.64	0.00	12/17/2013	Anchors for the pool		-		No	0000
205-560-515-5499	R&M - other									
	2915 Total:	37.64								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2958	11/27/2013	18.85	0.00	12/17/2013	Filters for pool ventilation system		-			No 0000
205-560-515-5405	R&M - buildings									
	2958 Total:	18.85								
7065	11/27/2013	113.09	0.00	12/17/2013	Metal wall plates, blades, tool bag		-			No 0000
101-440-513-5480	R&M - vehicles									
	7065 Total:	113.09								
	LOWES Total:	3,162.27								
Lowe's Business Acc/GECF Total:		3,162.27								
Malnati Organization										
MALNATI										
112213-LM	11/22/2013	31.55	0.00	12/17/2013	Lunch - Turkey Trot packet pickup		-			No 0000
205-509-515-5730	Program supplies									
	112213-LM Total:	31.55								
	MALNATI Total:	31.55								
Malnati Organization Total:		31.55								
Metropolitan Family Services										
METROFML										
11202013	11/20/2013	4,500.00	0.00	12/17/2013	Counseling services - Village residents		-			No 0000
101-100-511-5399	Other professional services									
	11202013 Total:	4,500.00								
	METROFML Total:	4,500.00								
Metropolitan Family Services Total:		4,500.00								
Northern Illinois University-G										
NIUG										
PRI3919	11/08/2013	1,056.00	0.00	12/17/2013	Development Intern Services		-			No 0000
101-240-517-5399	Other professional services									
	PRI3919 Total:	1,056.00								
	NIUG Total:	1,056.00								
Northern Illinois University-G Total:		1,056.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Palatine Oil, Co, Inc.										
PALAT										
488945	10/30/2013	557.08	0.00	12/17/2013	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
488945	10/30/2013	1,403.42	0.00	12/17/2013	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
488945	10/30/2013	438.01	0.00	12/17/2013	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
488945	10/30/2013	482.71	0.00	12/17/2013	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
	488945 Total:	2,881.22								
4889461	10/30/2013	36.59	0.00	12/17/2013	Fuel usage		-		No	0000
101-420-511-5670	Fuel									
4889461	10/30/2013	2,142.93	0.00	12/17/2013	Fuel usage		-		No	0000
101-300-512-5670	Fuel									
4889461	10/30/2013	240.91	0.00	12/17/2013	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
4889461	10/30/2013	92.59	0.00	12/17/2013	Fuel usage		-		No	0000
101-400-511-5670	Fuel									
4889461	10/30/2013	109.50	0.00	12/17/2013	Fuel usage		-		No	0000
101-410-511-5670	Fuel									
4889461	10/30/2013	35.48	0.00	12/17/2013	Fuel usage		-		No	0000
101-420-511-5670	Fuel									
4889461	10/30/2013	225.10	0.00	12/17/2013	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
4889461	10/30/2013	275.28	0.00	12/17/2013	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
4889461	10/30/2013	363.45	0.00	12/17/2013	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
	4889461 Total:	3,521.83								
489340	11/18/2013	8.06	0.00	12/17/2013	Fuel usage		-		No	0000
101-410-511-5670	Fuel									
489340	11/18/2013	861.01	0.00	12/17/2013	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
489340	11/18/2013	1,857.28	0.00	12/17/2013	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
489340	11/18/2013	789.54	0.00	12/17/2013	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
489340	11/18/2013	508.40	0.00	12/17/2013	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
	489340 Total:	4,024.29								
489341	11/18/2013	3,513.80	0.00	12/17/2013	Fuel usage		-		No	0000
101-300-512-5670	Fuel									
489341	11/18/2013	350.24	0.00	12/17/2013	Fuel usage		-		No	0000
101-350-512-5670	Fuel									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
489341	11/18/2013	27.89	0.00	12/17/2013	Fuel usage		-			No 0000
101-410-511-5670	Fuel									
489341	11/18/2013	149.93	0.00	12/17/2013	Fuel usage		-			No 0000
101-420-511-5670	Fuel									
489341	11/18/2013	173.02	0.00	12/17/2013	Fuel usage		-			No 0000
101-440-513-5670	Fuel									
489341	11/18/2013	726.87	0.00	12/17/2013	Fuel usage		-			No 0000
205-430-515-5670	Fuel									
489341	11/18/2013	633.01	0.00	12/17/2013	Fuel usage		-			No 0000
660-620-519-5670	Fuel									
	489341 Total:	5,574.76								
	PALAT Total:	16,002.10								
	Palatine Oil, Co, Inc. Total:	16,002.10								
PEP Boys										
PEPBOYS										
04791003328	11/16/2013	179.00	0.00	12/17/2013	Vehicle scan tool		-			No 0000
101-350-512-5740	Repair parts									
	04791003328 Total:	179.00								
	PEPBOYS Total:	179.00								
	PEP Boys Total:	179.00								
Safeway Inc										
DOMINICK										
807805	11/19/2013	67.79	0.00	12/17/2013	Club Kid snack		-			No 0000
205-520-515-5645	Concessions & food									
	807805 Total:	67.79								
	DOMINICK Total:	67.79								
	Safeway Inc Total:	67.79								
Sam's Club										
SAMSCL										
001052	11/20/2013	238.35	0.00	12/17/2013	9 volt batteries		-			No 0000
101-350-512-5799	Other materials & supplies									
	001052 Total:	238.35								
SAMS0313	12/03/2013	114.03	0.00	12/17/2013	Raffle prizes for Senior holiday party		-			No 0000
205-570-515-5730	Program supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
SAMS0313	12/03/2013	31.10	0.00	12/17/2013	Tree lighting snacks		-			No 0000
205-504-515-5645	Concessions & food									
	SAMS0313 Total:	145.13								
SAMS112213	11/22/2013	104.28	0.00	12/17/2013	Turkey Trot cup		-			No 0000
205-509-515-5730	Program supplies									
	SAMS112213 Total:	104.28								
	SAMSCL Total:	487.76								
	Sam's Club Total:	487.76								
Sunburst Sportswear Inc										
SUNBURST										
112307	12/03/2013	188.50	0.00	12/17/2013	Turkey Trot T-shirts		-			No 0000
205-509-515-5730	Program supplies									
	112307 Total:	188.50								
	SUNBURST Total:	188.50								
	Sunburst Sportswear Inc Total:	188.50								
Swid Sales Corp										
SWIDSALE										
27043	10/25/2013	205.92	0.00	12/17/2013	Battery for Squad #218 & Stock		-			No 0000
101-300-512-5480	R&M - vehicles									
	27043 Total:	205.92								
27070	11/12/2013	51.50	0.00	12/17/2013	Battery for small generator		-			No 0000
205-430-515-5480	R&M - vehicles									
27070	11/12/2013	75.96	0.00	12/17/2013	Battery for small generator		-			No 0000
101-440-513-5480	R&M - vehicles									
27070	11/12/2013	150.92	0.00	12/17/2013	Battery for small generator		-			No 0000
101-300-512-5480	R&M - vehicles									
	27070 Total:	278.38								
	SWIDSALE Total:	484.30								
	Swid Sales Corp Total:	484.30								
Village of Lincolnwood										
VOLPW										
11252013	11/25/2013	30.95	0.00	12/17/2013	Petty Cash		-			No 0000
660-620-519-5720	Postage									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
11252013	11/25/2013	30.55	0.00	12/17/2013	Petty Cash		-			No 0000
101-440-513-5730	Program supplies									
11252013	11/25/2013	3.79	0.00	12/17/2013	Petty Cash		-			No 0000
101-440-513-5480	R&M - vehicles									
	11252013 Total:	65.29								
	VOLPW Total:	65.29								
Village of Lincolnwood Total:		65.29								
Woodward Printing Services										
WOODWARD										
11212013	11/21/2013	799.53	0.00	12/17/2013	Postage-mailing - Winter/Spring brochure		-			No 0000
205-500-515-5720	Postage									
	11212013 Total:	799.53								
	WOODWARD Total:	799.53								
Woodward Printing Services Total:		799.53								
Zoll Data System										
ZOLLDATA										
9010853	11/15/2013	1,017.50	0.00	12/17/2013	Rescue net maintenance for ambulance		-			No 0000
101-350-512-5330	Data processing									
	9010853 Total:	1,017.50								
	ZOLLDATA Total:	1,017.50								
Zoll Data System Total:		1,017.50								
Report Total:		37,815.06								

# Accounts Payable To Be Paid Proof List



User: jmm  
 Printed: 12/09/2013 - 10:20 AM  
 Batch: 202-12-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Advocate Occupational Health										
ADVOCA										
506407	10/31/2013	444.00	0.00	12/17/2013	Drug Screening		-		No	0000
101-200-511-5599	Other contractual									
	506407 Total:	444.00								
	ADVOCA Total:	444.00								
Advocate Occupational Health Total:		444.00								
AllData										
ALLDATA										
11212013	11/21/2013	750.00	0.00	12/17/2013	Online vehicle maintenance software		-		No	0000
660-610-519-5330	Data processing									
11212013	11/21/2013	750.00	0.00	12/17/2013	Online vehicle maintenance software		-		No	0000
101-250-511-5330	Data processing									
	11212013 Total:	1,500.00								
	ALLDATA Total:	1,500.00								
AllData Total:		1,500.00								
Amato Danny										
AMATO										
11192013	11/19/2013	58.00	0.00	12/17/2013	Refund - Polar Express		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	11192013 Total:	58.00								
	AMATO Total:	58.00								
Amato Danny Total:		58.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Averus										
AVERIS										
752726	11/26/2013	30.00	0.00	12/17/2013	Baffles for suppression system		-		No	0000
101-350-512-5499	R&M - other									
	752726 Total:	30.00								
	AVERIS Total:	30.00								
	Averus Total:	30.00								
Bournas Maria										
BOURNAS										
11192013	11/19/2013	41.00	0.00	12/17/2013	Refund - Polar Express		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	11192013 Total:	41.00								
	BOURNAS Total:	41.00								
	Bournas Maria Total:	41.00								
Call One										
CALLONE										
1010-7823-0001	11/20/2013	2,097.78	0.00	12/17/2013	Telephone Services - Admin		-		No	0000
101-210-511-5580	Telephone									
	1010-7823-0001 Total:	2,097.78								
1010-7823-0002	11/20/2013	268.94	0.00	12/17/2013	Telephone Services - SCADA Circuit		-		No	0000
660-610-519-5580	Telephone									
	1010-7823-0002 Total:	268.94								
1010-7823-0003	11/20/2013	157.89	0.00	12/17/2013	Telephone Services - Police		-		No	0000
101-210-511-5580	Telephone									
	1010-7823-0003 Total:	157.89								
1010-7823-0004	11/20/2013	47.15	0.00	12/17/2013	Telephone Services - Aquatic Center		-		No	0000
205-560-515-5580	Telephone									
	1010-7823-0004 Total:	47.15								
1010-7823-0007	11/20/2013	377.17	0.00	12/17/2013	Telephone Services - Public Works		-		No	0000
660-610-519-5580	Telephone									
	1010-7823-0007 Total:	377.17								
1010-7823-0008	11/20/2013	27.32	0.00	12/17/2013	Telephone Services - Pump House		-		No	0000
660-610-519-5580	Telephone									
	1010-7823-0008 Total:	27.32								
1010-7823-0009	11/20/2013	442.77	0.00	12/17/2013	Telephone Services - Red Center		-		No	0000
101-210-511-5580	Telephone									
	1010-7823-0009 Total:	442.77								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
1010-7823-0010	11/20/2013	115.00	0.00	12/17/2013	Telephone Services - Municipal Center		-			No 0000
660-610-519-5580	Telephone									
1010-7823-0010	11/20/2013	286.37	0.00	12/17/2013	Telephone Services - Municipal Center		-			No 0000
101-210-511-5580	Telephone									
	1010-7823-0010 Total:	401.37								
	CALLONE Total:	3,820.39								
	Call One Total:	3,820.39								
Case Lots, Inc.										
CASELOTS										
52714	11/20/2013	722.40	0.00	12/17/2013	One pallet of ice melt for sidewalks		-			No 0000
101-420-511-5730	Program supplies									
	52714 Total:	722.40								
	CASELOTS Total:	722.40								
	Case Lots, Inc. Total:	722.40								
Cassidy Tire										
CASSIDYT										
2183563	09/19/2013	356.50	0.00	12/17/2013	New tire for Sweeper #2		-			No 0000
101-440-513-5480	R&M - vehicles									
	2183563 Total:	356.50								
2183995	10/22/2013	33.00	0.00	12/17/2013	Repair tire for Tractor #6		-			No 0000
101-440-513-5480	R&M - vehicles									
	2183995 Total:	33.00								
	CASSIDYT Total:	389.50								
	Cassidy Tire Total:	389.50								
Deluxe Business Checks & Solut										
DELUXEBU										
2029405281	11/27/2013	433.02	0.00	12/17/2013	Laser M/P Check - A/P		-			No 0000
101-210-511-5700	Office supplies									
	2029405281 Total:	433.02								
2029430086	11/30/2013	383.02	0.00	12/17/2013	Laser M/P Check - P/R		-			No 0000
101-210-511-5700	Office supplies									
	2029430086 Total:	383.02								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
DELUXEUBU Total:		816.04								
Deluxe Business Checks & Solut Total:		816.04								
Dizdarevic Mia										
DIZDAREV										
11192013	11/19/2013	82.00	0.00	12/17/2013	Refund - Polar Express		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
11192013 Total:		82.00								
DIZDAREV Total:		82.00								
Dizdarevic Mia Total:		82.00								
Dragicevic Svjetlana										
DRAGICEV										
11192013	11/19/2013	46.00	0.00	12/17/2013	Refund - Polar Express		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
11192013 Total:		46.00								
DRAGICEV Total:		46.00								
Dragicevic Svjetlana Total:		46.00								
Dulay Mary Jane										
DULAY										
11192013	11/19/2013	41.00	0.00	12/17/2013	Refund - Polar Express		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
11192013 Total:		41.00								
DULAY Total:		41.00								
Dulay Mary Jane Total:		41.00								
Eddy Elizabeth										
EDDY										
10172013	10/17/2013	80.00	0.00	12/17/2013	Reimbursement - Pre Employment process		-		No	0000
101-200-511-5599	Other contractual									
10172013 Total:		80.00								
EDDY Total:		80.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Eddy Elizabeth Total:		80.00								
<hr/>										
Fedex										
FEDEX										
804144716394	11/22/2013	55.61	0.00	12/17/2013	Shipping - Winter/Spring brochure		-		No	0000
205-500-515-5720	Postage									
804144716394 Total:		55.61								
876717652759	11/19/2013	54.53	0.00	12/17/2013	Shipping - Legal		-		No	0000
101-210-511-5720	Postage									
876717652759 Total:		54.53								
FEDEX Total:		110.14								
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Fedex Total:		110.14								
<hr/>										
GE Capital										
GECAPITA										
59748473	11/10/2013	232.44	0.00	12/17/2013	Copier maintenance - Public Works		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
59748473	11/10/2013	232.44	0.00	12/17/2013	Copier maintenance - Parks		-		No	0000
205-500-515-5440	R&M - office equipment									
59748473	11/10/2013	232.44	0.00	12/17/2013	Copier maintenance - Fire		-		No	0000
101-000-210-2650	Contractor Permits Payable									
59748473	11/10/2013	232.44	0.00	12/17/2013	Copier maintenance - Police		-		No	0000
101-210-511-5440	R&M - office equipment									
59748473	11/10/2013	382.45	0.00	12/17/2013	Copier maintenance - Admin		-		No	0000
101-210-511-5440	R&M - office equipment									
59748473	11/10/2013	232.44	0.00	12/17/2013	Copier maintenance - Finance		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
59748473 Total:		1,544.65								
GECAPITA Total:		1,544.65								
<hr/>										
GE Capital Total:		1,544.65								
<hr/>										
Grainger										
GRAINGER										
9301718038	11/21/2013	93.78	0.00	12/17/2013	Hand sanitizer refills		-		No	0000
101-350-512-5660	EMS supplies									
9301718038 Total:		93.78								
GRAINGER Total:		93.78								
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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Grainger Total:		93.78								
Illinois Environmental Protect										
ILLINOI										
IEPA#10	11/07/2013	130,942.66	0.00	12/17/2013	IEPA Water loan repayment /Principal		-		No	0000
660-000-573-7380	Loan Principal Payments									
IEPA#10	11/07/2013	59,135.45	0.00	12/17/2013	IEPA Water loan repayment /Interest		-		No	0000
660-000-574-7580	Loan Interest Payments									
	IEPA#10 Total:	190,078.11								
	ILLINOI Total:	190,078.11								
Illinois Environmental Protect Total:		190,078.11								
Impact Networking, LLC										
IMPACT										
312087	11/08/2013	109.62	0.00	12/17/2013	Copier maintenance - Nov - Public Works		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
312087	11/08/2013	109.62	0.00	12/17/2013	Copier maintenance - Nov - Parks		-		No	0000
205-500-515-5440	R&M - office equipment									
312087	11/08/2013	109.62	0.00	12/17/2013	Copier maintenance - Nov - Fire		-		No	0000
101-000-210-2650	Contractor Permits Payable									
312087	11/08/2013	109.62	0.00	12/17/2013	Copier maintenance - Nov - Police		-		No	0000
101-210-511-5440	R&M - office equipment									
312087	11/08/2013	109.61	0.00	12/17/2013	Copier maintenance - Nov - Admin		-		No	0000
101-210-511-5440	R&M - office equipment									
312087	11/08/2013	109.62	0.00	12/17/2013	Copier maintenance - Nov - Finance		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
	312087 Total:	657.71								
	IMPACT Total:	657.71								
Impact Networking, LLC Total:		657.71								
Ladrigan Judith										
LADRING										
11192013	11/19/2013	58.00	0.00	12/17/2013	Refund - Polar Express		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	11192013 Total:	58.00								
	LADRING Total:	58.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Ladringan Judith Total:		58.00								
Lauterbach & Amen, LP										
LAUTER										
3919	11/18/2013	1,100.00	0.00	12/17/2013	April 2013 Final Audit & TIF billing		-		No	0000
101-210-511-5310	Audit									
3919	11/18/2013	1,230.00	0.00	12/17/2013	April 2013 Final Audit & TIF billing		-		No	0000
217-000-517-5310	Audit									
3919 Total:		2,330.00								
LAUTER Total:		2,330.00								
Lauterbach & Amen, LP Total:		2,330.00								
Lazarov Roza										
LAZARO										
11192013	11/19/2013	41.00	0.00	12/17/2013	Refund - Polar Express		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
11192013 Total:		41.00								
LAZARO Total:		41.00								
Lazarov Roza Total:		41.00								
Madison National Life										
MADISON										
1112334	11/18/2013	177.30	0.00	12/17/2013	Life Insurance - December		-		No	0000
101-200-511-5150	Insurance - group life & AD&D									
1112334	11/18/2013	86.41	0.00	12/17/2013	Life Insurance - December		-		No	0000
101-210-511-5150	Insurance - group life & AD&D									
1112334	11/18/2013	28.43	0.00	12/17/2013	Life Insurance - December		-		No	0000
101-240-517-5150	Insurance - group life & AD&D									
1112334	11/18/2013	627.23	0.00	12/17/2013	Life Insurance - December		-		No	0000
101-300-512-5150	Insurance - group life & AD&D									
1112334	11/18/2013	16.46	0.00	12/17/2013	Life Insurance - December		-		No	0000
101-350-512-5150	Insurance - group life & AD&D									
1112334	11/18/2013	67.14	0.00	12/17/2013	Life Insurance - December		-		No	0000
101-400-511-5150	Insurance - group life & AD&D									
1112334	11/18/2013	33.48	0.00	12/17/2013	Life Insurance - December		-		No	0000
101-400-511-5150	Insurance - group life & AD&D									
1112334	11/18/2013	75.29	0.00	12/17/2013	Life Insurance - December		-		No	0000
101-400-511-5150	Insurance - group life & AD&D									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
1112334	11/18/2013	46.94	0.00	12/17/2013	Life Insurance - December		-		No	0000
101-400-511-5150	Insurance - group life & AD&D									
1112334	11/18/2013	54.05	0.00	12/17/2013	Life Insurance - December		-		No	0000
101-400-511-5150	Insurance - group life & AD&D									
1112334	11/18/2013	91.45	0.00	12/17/2013	Life Insurance - December		-		No	0000
101-400-511-5150	Insurance - group life & AD&D									
	1112334 Total:	1,304.18								
	MADISON Total:	1,304.18								
Madison National Life Total:		1,304.18								
Makowsky Michael										
MAKOWSKY										
MKTT2013	11/26/2013	201.88	0.00	12/17/2013	Office help for Turkey Trot 2013		-		No	0000
205-500-515-5030	Wages - part time hourly									
	MKTT2013 Total:	201.88								
	MAKOWSKY Total:	201.88								
Makowsky Michael Total:		201.88								
Marathon Printing, Inc.										
MARATH										
55480	11/19/2013	175.65	0.00	12/17/2013	Turkey Trot bibs for runners		-		No	0000
205-509-515-5730	Program supplies									
	55480 Total:	175.65								
	MARATH Total:	175.65								
Marathon Printing, Inc. Total:		175.65								
NAPA										
NAPA										
087473	11/25/2013	93.16	0.00	12/17/2013	Transmission fluid & light bulbs		-		No	0000
101-350-512-5740	Repair parts									
	087473 Total:	93.16								
087510	11/25/2013	42.49	0.00	12/17/2013	Weather stripping & transmission fluid		-		No	0000
101-350-512-5675	Lubricants & fluids									
	087510 Total:	42.49								
087525	11/25/2013	69.38	0.00	12/17/2013	Transmission fluid		-		No	0000
101-350-512-5675	Lubricants & fluids									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
087525	11/25/2013	8.99	0.00	12/17/2013	Transmission fluid		-			No 0000
101-350-512-5740	Repair parts									
	087525 Total:	78.37								
	NAPA Total:	214.02								
	NAPA Total:	214.02								
Niles Township Food Pantry										
NILEST										
11272013	11/27/2013	40.00	0.00	12/17/2013	Turkey Trot cash donations		-			No 0000
205-509-515-5730	Program supplies									
	11272013 Total:	40.00								
	NILEST Total:	40.00								
	Niles Township Food Pantry Total:	40.00								
North Suburban Employee Benefi										
NSEBENEF										
Dec-13	11/12/2013	8,939.00	0.00	12/17/2013	Employee Dental - December 2013		-			No 0000
102-000-210-2028	Dental insurance premium withh									
	Dec-13 Total:	8,939.00								
Oct-13	11/06/2013	60,828.00	0.00	12/17/2013	Employee Health Insurance - Oct		-			No 0000
102-000-210-2027	Health insurance premium withh									
	Oct-13 Total:	60,828.00								
	NSEBENEF Total:	69,767.00								
	North Suburban Employee Benefi Total:	69,767.00								
Northern IL Real Estate Magazi										
NIREM										
11262013	11/26/2013	100.00	0.00	12/17/2013	November 2013 listing in magazine		-			No 0000
101-240-517-5510	Advertising									
	11262013 Total:	100.00								
	NIREM Total:	100.00								
	Northern IL Real Estate Magazi Total:	100.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Northwest Building Officials										
NORTHW										
11252013	11/25/2013	50.00	0.00	12/17/2013	Annual Membership renewal		-		No	0000
101-240-517-5570	Professional associations									
	11252013 Total:	50.00								
	NORTHW Total:	50.00								
Northwest Building Officials Total:		50.00								
Omni Health, P.C.										
OMNIHEAL										
11182013	11/18/2013	10,000.00	0.00	12/17/2013	GIFT Program - Solar panel installation		-		No	0000
452-000-561-6350	PEP Fund									
	11182013 Total:	10,000.00								
	OMNIHEAL Total:	10,000.00								
Omni Health, P.C. Total:		10,000.00								
Patel Kate										
PATELK										
11192013	11/19/2013	46.00	0.00	12/17/2013	Refund - Polar Express		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	11192013 Total:	46.00								
	PATELK Total:	46.00								
Patel Kate Total:		46.00								
Posen Fire Department Training										
POSEN										
201300009	11/21/2013	1,257.37	0.00	12/17/2013	Radio, charger and speaker mic		-		No	0000
101-350-512-5730	Program supplies									
	201300009 Total:	1,257.37								
201300010	11/21/2013	2,742.63	0.00	12/17/2013	Radios		-		No	0000
101-350-512-6510	Equipment - communications									
	201300010 Total:	2,742.63								
	POSEN Total:	4,000.00								
Posen Fire Department Training Total:		4,000.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Purtell Christine										
PURTELL										
11192013	11/19/2013	41.00	0.00	12/17/2013	Refund - Polar Express		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	11192013 Total:	41.00								
	PURTELL Total:	41.00								
	Purtell Christine Total:	41.00								
RicoH Americas Corporation										
RICOH										
5028383102	11/18/2013	56.67	0.00	12/17/2013	Copier Maintenance - November		-		No	0000
205-570-515-5730	Program supplies									
	5028383102 Total:	56.67								
	RICOH Total:	56.67								
	RicoH Americas Corporation Total:	56.67								
Sam's Club										
SAMSCL										
1315	11/22/2013	499.40	0.00	12/17/2013	Turkey Trot hot dogs		-		No	0000
205-509-515-5730	Program supplies									
	1315 Total:	499.40								
840	11/22/2013	23.58	0.00	12/17/2013	Turkey Trot foil for hot dogs		-		No	0000
205-509-515-5730	Program supplies									
	840 Total:	23.58								
	SAMSCL Total:	522.98								
	Sam's Club Total:	522.98								
Schiestel Jacky										
SCHIESTE										
11192013	11/19/2013	58.00	0.00	12/17/2013	Refund - Polar Express		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	11192013 Total:	58.00								
	SCHIESTE Total:	58.00								
	Schiestel Jacky Total:	58.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Suburban Laboratories, Inc.										
SUBURB										
32783	11/16/2013	67.50	0.00	12/17/2013	Coliform testing and disinfectant		-		No	0000
660-620-519-5320	Consulting									
	32783 Total:	67.50								
	SUBURB Total:	67.50								
Suburban Laboratories, Inc. Total:		67.50								
Sunburst Sportswear Inc										
SUNBURST										
112265	11/20/2013	1,140.48	0.00	12/17/2013	Turkey Trot T-shirts		-		No	0000
205-509-515-5730	Program supplies									
112265	11/20/2013	105.00	0.00	12/17/2013	Screen Charge		-		No	0000
205-509-515-5730	Program supplies									
	112265 Total:	1,245.48								
	SUNBURST Total:	1,245.48								
Sunburst Sportswear Inc Total:		1,245.48								
Tipton Lisa										
TIPTON										
11192013	11/19/2013	41.00	0.00	12/17/2013	Refund - Polar Express		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	11192013 Total:	41.00								
	TIPTON Total:	41.00								
Tipton Lisa Total:		41.00								
United States Postal Service										
USPOSTMA										
11262013	11/26/2013	773.01	0.00	12/17/2013	Postage for January/February		-		No	0000
101-100-511-5565	Village Newsletter									
	11262013 Total:	773.01								
	USPOSTMA Total:	773.01								
United States Postal Service Total:		773.01								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Welding Supply Inc.										
WELDINGS										
882615	11/30/2013	5.70	0.00	12/17/2013	Helium tank - December rental		-		No	0000
205-571-515-5730	Program supplies									
	882615 Total:	5.70								
	WELDINGS Total:	5.70								
Welding Supply Inc. Total:		5.70								
Wells Fargo Bank, N.A.										
SWANC										
4678	12/01/2013	1,074.50	0.00	12/17/2013	Fixed Costs - FY 2014 - January		-		No	0000
101-440-514-5230	Garbage & recycling									
4678	12/01/2013	21,789.14	0.00	12/17/2013	O & M Costs - FY 2014 - January		-		No	0000
101-440-514-5230	Garbage & recycling									
4678	12/01/2013	-138.41	0.00	12/17/2013	FY 13 Fixed True-up		-		No	0000
101-440-514-5230	Garbage & recycling									
4678	12/01/2013	-1,325.86	0.00	12/17/2013	FY 13 O & M True-up		-		No	0000
101-440-514-5230	Garbage & recycling									
	4678 Total:	21,399.37								
	SWANC Total:	21,399.37								
Wells Fargo Bank, N.A. Total:		21,399.37								
Report Total:		313,093.16								

# Accounts Payable To Be Paid Proof List



User: jmm  
 Printed: 12/09/2013 - 10:21 AM  
 Batch: 203-12-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Ace Hardware Skokie										
ACEHRDS										
178993	11/07/2013	3.02	0.00	12/17/2013	Bolts for Parks blower		-		No	0000
205-430-515-5730	Program supplies									
	178993 Total:	3.02								
	ACEHRDS Total:	3.02								
Ace Hardware Skokie Total:		3.02								
American First Aid Services										
AFAS INC										
161414	12/04/2013	56.50	0.00	12/17/2013	First Aid refills		-		No	0000
101-400-511-5730	Program supplies									
	161414 Total:	56.50								
	AFAS INC Total:	56.50								
American First Aid Services Total:		56.50								
Anderson Pest Solutions										
ANDERP										
2768336	12/01/2013	255.00	0.00	12/17/2013	Pest Control services - December		-		No	0000
101-400-511-5210	Animal control									
	2768336 Total:	255.00								
	ANDERP Total:	255.00								
Anderson Pest Solutions Total:		255.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Atlas Bobcat Inc										
ATLASB										
B64780	10/31/2013	460.50	0.00	12/17/2013	Teeth for stump removal machine		-		No	0000
101-440-513-5730	Program supplies									
	B64780 Total:	460.50								
	ATLASB Total:	460.50								
	Atlas Bobcat Inc Total:	460.50								
Back Flow Solutions Inc										
BFSINC										
2140	12/01/2013	688.60	0.00	12/17/2013	Program management fee for backflow		-		No	0000
660-620-519-5399	Other professional services									
	2140 Total:	688.60								
	BFSINC Total:	688.60								
	Back Flow Solutions Inc Total:	688.60								
Canon Financial Services										
CANONFIN										
988126000	12/03/2013	207.87	0.00	12/17/2013	Maintenance for plotter - December		-		No	0000
101-210-511-5440	R&M - office equipment									
	988126000 Total:	207.87								
	CANONFIN Total:	207.87								
	Canon Financial Services Total:	207.87								
Canon Solutions America										
CANN										
902112614	10/09/2013	394.00	0.00	12/17/2013	CW300 Head, black, magenta, yellow		-		No	0000
101-000-110-1231	Special Use Cost Reimbursable									
	902112614 Total:	394.00								
	CANN Total:	394.00								
	Canon Solutions America Total:	394.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Chicago International Trucks										
CHGOINTL										
10183834	11/21/2013	494.24	0.00	12/17/2013	Hoses, elbow, filter, tensioner/Truck #6		-		No	0000
660-620-519-5480	R&M - vehicles									
	10183834 Total:	494.24								
	CHGOINTL Total:	494.24								
Chicago International Trucks Total:		494.24								
Dircio Concrete										
DIRCIO										
130599	10/03/2013	1,000.00	0.00	12/17/2013	4849 Jarvis - driveway deposit refund		-		No	0000
101-000-210-2620	Contractor bonds payable									
	130599 Total:	1,000.00								
	DIRCIO Total:	1,000.00								
Dircio Concrete Total:		1,000.00								
Douglas Truck Parts										
DOUGTK										
63614	10/29/2013	84.95	0.00	12/17/2013	Padlock		-		No	0000
101-420-511-5405	R&M - buildings									
	63614 Total:	84.95								
	DOUGTK Total:	84.95								
Douglas Truck Parts Total:		84.95								
Elite Printer Solutions										
ELITE										
1605	11/22/2013	125.98	0.00	12/17/2013	Supplies		-		No	0000
101-400-511-5700	Office supplies									
	1605 Total:	125.98								
	ELITE Total:	125.98								
Elite Printer Solutions Total:		125.98								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
FSCI Corporate Office										
FSCI										
2013-1322	12/02/2013	220.00	0.00	12/17/2013	4535 North Shore		-		No	0000
101-240-517-5399	Other professional services									
	2013-1322 Total:	220.00								
2013-1438	12/02/2013	236.95	0.00	12/17/2013	6529 Drake		-		No	0000
101-240-517-5399	Other professional services									
	2013-1438 Total:	236.95								
	FSCI Total:	456.95								
FSCI Corporate Office Total:		456.95								
Golf Mill Ford										
GOLFMILL										
342491P	10/30/2013	26.34	0.00	12/17/2013	Wires for Police Dept squad		-		No	0000
101-300-512-5480	R&M - vehicles									
	342491P Total:	26.34								
	GOLFMILL Total:	26.34								
Golf Mill Ford Total:		26.34								
HMO Healthcare Service Corpora										
HMO										
11152013	11/15/2013	27,904.12	0.00	12/17/2013	Employee Health Insurance - Dec-13		-		No	0000
102-000-210-2027	Health insurance premium withh									
	11152013 Total:	27,904.12								
	HMO Total:	27,904.12								
HMO Healthcare Service Corpora Total:		27,904.12								
Holland & Knight LLP										
HOLLAND										
12062013	12/06/2013	11,347.00	0.00	12/17/2013	November 2013 retainer		-		No	0000
101-230-511-5350	Legal - retainer									
12062013	12/06/2013	11,347.00	0.00	12/17/2013	December 2013 retainer		-		No	0000
101-230-511-5350	Legal - retainer									
	12062013 Total:	22,694.00								
2989339	12/04/2013	550.00	0.00	12/17/2013	November Legal - Firearms regulations		-		No	0000
101-230-511-5370	Legal - review									
	2989339 Total:	550.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2989341	12/04/2013	195.00	0.00	12/17/2013	November Legal - Lincoln Devon TIF		-			No 0000
101-230-511-5370	Legal - review									
	2989341 Total:	195.00								
2989343	12/04/2013	1,397.92	0.00	12/17/2013	November Legal - Purple Hote Dev		-			No 0000
101-230-511-5370	Legal - review									
	2989343 Total:	1,397.92								
2989344	12/04/2013	842.00	0.00	12/17/2013	November Legal - Misc private dockets		-			No 0000
101-230-511-5370	Legal - review									
	2989344 Total:	842.00								
2989345	12/04/2013	137.50	0.00	12/17/2013	November Legal - 4500 Touhy		-			No 0000
101-230-511-5370	Legal - review									
	2989345 Total:	137.50								
2989349	12/04/2013	302.50	0.00	12/17/2013	Legal Bills - November - Union Pacific		-			No 0000
217-000-517-5399	Other professional services									
	2989349 Total:	302.50								
2989351	12/04/2013	552.00	0.00	12/17/2013	November Legal - 6400 Kenton		-			No 0000
101-230-511-5370	Legal - review									
	2989351 Total:	552.00								
2989354	12/04/2013	5,695.17	0.00	12/17/2013	November Legal - Litigation		-			No 0000
101-230-511-5360	Legal - litigation									
2989354	12/04/2013	-3,539.00	0.00	12/17/2013	Credit from prior invoice		-			No 0000
101-230-511-5360	Legal - litigation									
	2989354 Total:	2,156.17								
2989356	12/04/2013	1,182.50	0.00	12/17/2013	November Legal - Zoning Code Misc.		-			No 0000
101-230-511-5370	Legal - review									
	2989356 Total:	1,182.50								
	HOLLAND Total:	30,009.59								
	Holland & Knight LLP Total:	30,009.59								
Laurens Restoration Inc										
LAURENS										
LR120513	12/05/2013	816.48	0.00	12/17/2013	Clean & disinfect 911 center		-			No 0000
215-000-512-5405	R & M Buildings									
	LR120513 Total:	816.48								
	LAURENS Total:	816.48								
	Laurens Restoration Inc Total:	816.48								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Lowe's Business Acc/GECF										
LOWES										
08674	12/06/2013	23.28	0.00	12/17/2013	Light bulbs		-		No	0000
101-350-512-5799	Other materials & supplies									
	08674 Total:	23.28								
1828	12/03/2013	238.02	0.00	12/17/2013	Extension cord, adapters for VH lights		-		No	0000
101-420-511-5405	R&M - buildings									
	1828 Total:	238.02								
1871	12/04/2013	40.64	0.00	12/17/2013	20 amp electrical outlet for lights		-		No	0000
101-420-511-5405	R&M - buildings									
	1871 Total:	40.64								
1883	12/04/2013	2.08	0.00	12/17/2013	Receptable cover holiday lights		-		No	0000
101-420-511-5405	R&M - buildings									
	1883 Total:	2.08								
2219	12/02/2013	165.00	0.00	12/17/2013	Extension cord, duct tape, light timer		-		No	0000
101-420-511-5405	R&M - buildings									
	2219 Total:	165.00								
2227	12/02/2013	53.76	0.00	12/17/2013	Connector, plug, extension cord		-		No	0000
101-420-511-5405	R&M - buildings									
	2227 Total:	53.76								
2289	12/03/2013	137.86	0.00	12/17/2013	Wireless outler, cord covers		-		No	0000
101-420-511-5405	R&M - buildings									
	2289 Total:	137.86								
2356	12/04/2013	29.29	0.00	12/17/2013	Adapter, extension cord		-		No	0000
101-420-511-5405	R&M - buildings									
	2356 Total:	29.29								
2914	12/02/2013	-46.24	0.00	12/17/2013	Return u post		-		No	0000
101-420-511-5405	R&M - buildings									
	2914 Total:	-46.24								
7016	12/03/2013	53.58	0.00	12/17/2013	Pic, axe, handle scissors, small tools		-		No	0000
101-440-513-5745	Small tools									
	7016 Total:	53.58								
7355	11/18/2013	14.37	0.00	12/17/2013	Hex bolts for garage		-		No	0000
101-410-511-5730	Program supplies									
	7355 Total:	14.37								
	LOWES Total:	711.64								
	Lowe's Business Acc/GECF Total:	711.64								
M E Simpson Company Inc										
MESIMPSO										
24589	11/30/2013	570.00	0.00	12/17/2013	Conducted water main leak location		-		No	0000
660-620-519-5599	Other contractual									
	24589 Total:	570.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
MESIMPSO Total:		570.00								
M E Simpson Company Inc Total:		570.00								
M.A.T.I.S Parts										
MATIS										
1225	12/04/2013	85.11	0.00	12/17/2013	Signal lights, metal polish, harness		-		No	0000
101-350-512-5799	Other materials & supplies									
1225	12/04/2013	225.00	0.00	12/17/2013	Signal lights, metal polish, harness		-		No	0000
101-350-512-5675	Lubricants & fluids									
1225	12/04/2013	28.82	0.00	12/17/2013	Signal lights, metal polish, harness		-		No	0000
101-350-512-5740	Repair parts									
1225	12/04/2013	119.04	0.00	12/17/2013	Signal lights, metal polish, harness		-		No	0000
101-350-512-5745	Small tools									
	1225 Total:	457.97								
	MATIS Total:	457.97								
M.A.T.I.S Parts Total:		457.97								
McKenna Automotive										
MCKENNA										
11757	11/02/2013	820.91	0.00	12/17/2013	Clutch assembly, throttle, chain repair		-		No	0000
205-430-515-5480	R&M - vehicles									
	11757 Total:	820.91								
20120782	10/23/2013	40.00	0.00	12/17/2013	Hydraulic hose for wood splitter		-		No	0000
101-440-513-5480	R&M - vehicles									
	20120782 Total:	40.00								
20120792	10/30/2013	85.81	0.00	12/17/2013	Hydraulic hose for Tractor 1		-		No	0000
205-430-515-5480	R&M - vehicles									
	20120792 Total:	85.81								
	MCKENNA Total:	946.72								
McKenna Automotive Total:		946.72								
Meyer Charles										
MEYER										
11192013	11/19/2013	300.00	0.00	12/17/2013	Annual gift cards for employees		-		No	0000
101-200-511-5799	Other materials & supplies									
	11192013 Total:	300.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	MEYER Total:	300.00								
	Meyer Charles Total:	300.00								
NAPA										
NAPA										
84626	11/05/2013	71.61	0.00	12/17/2013	Oil filter and shuttle for gator		-		No	0000
205-430-515-5480	R&M - vehicles									
	84626 Total:	71.61								
85115	11/08/2013	35.78	0.00	12/17/2013	Belts for sweeper 1		-		No	0000
101-440-513-5480	R&M - vehicles									
	85115 Total:	35.78								
85124	11/08/2013	1.94	0.00	12/17/2013	Belts for sweeper 1		-		No	0000
101-440-513-5480	R&M - vehicles									
	85124 Total:	1.94								
85172	11/08/2013	27.50	0.00	12/17/2013	Paint strainers for salter		-		No	0000
101-440-513-5480	R&M - vehicles									
	85172 Total:	27.50								
	NAPA Total:	136.83								
	NAPA Total:	136.83								
O'Leary's Contractor Equip										
OLEARYS										
99019	11/22/2013	2,397.20	0.00	12/17/2013	Hose, blades, drill bits for Water Dept		-		No	0000
660-620-519-5745	Small tools									
	99019 Total:	2,397.20								
	OLEARYS Total:	2,397.20								
	O'Leary's Contractor Equip Total:	2,397.20								
Russo Power Equipment										
RUSSO										
1797360	11/22/2013	2,765.50	0.00	12/17/2013	Chain saw holder, friction ,rope		-		No	0000
101-440-513-5745	Small tools									
	1797360 Total:	2,765.50								
	RUSSO Total:	2,765.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Russo Power Equipment Total:		2,765.50								
Shapiro Judy										
SHAPJ										
13-11402	11/19/2013	45.00	0.00	12/17/2013	Reimbursement 50/50 animal control		-		No	0000
101-400-511-5210	Animal control									
	13-11402 Total:	45.00								
	SHAPJ Total:	45.00								
Shapiro Judy Total:		45.00								
Standard Equipment Company										
STANDARD										
C88234	10/24/2013	343.31	0.00	12/17/2013	Oil seal, bearing C up, bearing cone		-		No	0000
101-440-513-5480	R&M - vehicles									
	C88234 Total:	343.31								
C88235	10/24/2013	21.38	0.00	12/17/2013	Bearing cone for sweeper 2		-		No	0000
101-440-513-5480	R&M - vehicles									
	C88235 Total:	21.38								
C88384	10/31/2013	253.76	0.00	12/17/2013	Side broom for sweeper 2		-		No	0000
101-440-513-5480	R&M - vehicles									
	C88384 Total:	253.76								
C88686	11/12/2013	112.23	0.00	12/17/2013	Hose for radiator sweeper 2		-		No	0000
101-440-513-5480	R&M - vehicles									
	C88686 Total:	112.23								
	STANDARD Total:	730.68								
Standard Equipment Company Total:		730.68								
Syska Hennessy Group, Inc										
SYSKA										
24130	11/23/2013	7,920.00	0.00	12/17/2013	Professional services - generator study		-		No	0000
217-000-561-6100	Land acquisition & improvement									
	24130 Total:	7,920.00								
	SYSKA Total:	7,920.00								
Syska Hennessy Group, Inc Total:		7,920.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
T.P.I. Building Code Consultan										
TPI										
6694	11/30/2013	4,042.50	0.00	12/17/2013	Plan review - November		-		No	0000
101-240-517-5399	Other professional services									
6694	11/30/2013	9,048.00	0.00	12/17/2013	In House - November		-		No	0000
101-240-517-5399	Other professional services									
	6694 Total:	13,090.50								
	TPI Total:	13,090.50								
T.P.I. Building Code Consultan Total:		13,090.50								
Thompson Elevator Inspection S										
THOMPSO										
13-3858	11/27/2013	152.00	0.00	12/17/2013	4 semi annual elevator reinspections		-		No	0000
101-240-517-5399	Other professional services									
	13-3858 Total:	152.00								
	THOMPSO Total:	152.00								
Thompson Elevator Inspection S Total:		152.00								
Tyco Integrated Security, LLC										
ADTSS										
20168728	11/20/2013	290.00	0.00	12/17/2013	Alarm system repairs at Village Hall		-		No	0000
101-420-511-5405	R&M - buildings									
	20168728 Total:	290.00								
20168729	11/20/2013	717.50	0.00	12/17/2013	Alarm system repairs at Village Hall		-		No	0000
101-420-511-5405	R&M - buildings									
	20168729 Total:	717.50								
	ADTSS Total:	1,007.50								
Tyco Integrated Security, LLC Total:		1,007.50								
Warehouse Direct										
WAREHOUS										
2128416-0	11/11/2013	58.39	0.00	12/17/2013	Supplies		-		No	0000
101-400-511-5700	Office supplies									
	2128416-0 Total:	58.39								
2137547-0	11/19/2013	144.76	0.00	12/17/2013	Supplies		-		No	0000
101-350-512-5700	Office supplies									
	2137547-0 Total:	144.76								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	WAREHOUS Total:	203.15								
	Warehouse Direct Total:	203.15								
West Side Tractor Sales										
WESTSIDE										
S01930	11/19/2013	1,497.12	0.00	12/17/2013	Cutting edge, edge center, bolt/tractor		-		No	0000
205-430-515-5480	R&M - vehicles									
	S01930 Total:	1,497.12								
	WESTSIDE Total:	1,497.12								
	West Side Tractor Sales Total:	1,497.12								
Westmont Auto Parts										
WESTMONT										
1018	11/14/2013	287.52	0.00	12/17/2013	Tie rod inner for squad 217		-		No	0000
101-300-512-5480	R&M - vehicles									
	1018 Total:	287.52								
	WESTMONT Total:	287.52								
	Westmont Auto Parts Total:	287.52								
Wholesale Direct Inc										
WHOLESAL										
203358	11/07/2013	362.82	0.00	12/17/2013	Amber, rotator, outlet for PW shop		-		No	0000
101-410-511-5730	Program supplies									
	203358 Total:	362.82								
203481	11/13/2013	243.20	0.00	12/17/2013	Rubber cut edge for PW shop		-		No	0000
101-410-511-5730	Program supplies									
	203481 Total:	243.20								
203531	11/14/2013	284.09	0.00	12/17/2013	Deluxe lamp for PW shop		-		No	0000
101-410-511-5730	Program supplies									
	203531 Total:	284.09								
	WHOLESAL Total:	890.11								
	Wholesale Direct Inc Total:	890.11								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Zep Manufacturing Company										
ZEPMANUF										
9000613315	11/05/2013	60.00	0.00	12/17/2013	Zep 50		-		No	0000
660-620-519-5675	Lubricants & fluids									
9000613315	11/05/2013	60.01	0.00	12/17/2013	Zep 50		-		No	0000
101-440-513-5675	Lubricants & fluids									
9000613315	11/05/2013	60.01	0.00	12/17/2013	Zep 50		-		No	0000
205-430-515-5675	Lubricants & fluids									
	9000613315 Total:	180.02								
	ZEPMANUF Total:	180.02								
Zep Manufacturing Company Total:		180.02								
Ziebell Water Service Product										
ZIEBELLW										
222915-000	11/18/2013	2,352.19	0.00	12/17/2013	Valve, bolts, O-ring, gasket, nuts		-		No	0000
660-620-519-5796	Water system repair parts									
	222915-000 Total:	2,352.19								
	ZIEBELLW Total:	2,352.19								
Ziebell Water Service Product Total:		2,352.19								
Report Total:		99,625.79								

# Request For Board Action

**REFERRED TO BOARD:** December 17, 2013

**AGENDA ITEM NO:** 1

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution Awarding a Bid for the Construction of Sewer Improvements in the Amount of \$119,875 to Lenny Hoffman Excavating, Inc.

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

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

<b>Phase</b>	<b>Item</b>	<b>Status</b>
Phase 1	1,402 ft. of sewer: remove and replace 8 entire lines 389 ft. of sewer: spot repairs- 20 locations	Completed
Phase 2	2,975 ft. of cured-in-place lining of 13 sewers	Completed
Phase 3	106 ft. of spot repairs	FY 2013/2014
Phase 4	Miscellaneous repairs/manholes/other replacements	FY 2014/2015 (to be completed in-house)

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

On November 7, 2013 the Village requested bids for phase three of the sewer improvement program. Bid notices were posted in the *Dodge Report* and in the *Pioneer Press*. In addition, bid notices were sent to eight contractors. On December 5, 2013 the Village received two bids. A detailed breakdown of the 2013 bid results can be found below.

<b>Vendor</b>	<b>Location</b>	<b>Bid Price</b>
Lenny Hoffman Excavating, Inc.	Wilmette, IL	\$119,875
Bolder Contractors, Inc.	Deerfield, IL	\$126,510

The lowest bidder is Lenny Hoffman Excavating, Inc. ("Lenny Hoffman"). The bid is \$19,875 above the Engineer's estimate for the project. The Village Engineer has reviewed the bid proposal and checked the references of Lenny Hoffman all of which confirm that they provide quality service in a timely manner, making them the lowest, responsible bidder. In addition, Lenny Hoffman completed the sewer repair services that were performed during year one of the Village's capital project.

In September 2010 the Village implemented a sewer user fee of \$1.00 per 1,000 gallons utilized on each water customer's bill. The charge was instituted to pay for sewer infrastructure maintenance, repairs, and upgrades. Funds were allocated in the Fiscal Year 2013-2014 Water and Sewer Fund for this project.

**FINANCIAL IMPACT:**

\$315,000 was budgeted in the Fiscal Year 2013/2014 Water and Sewer Fund for phase three improvements. The budgeted amount was prepared using the original capital plan that was developed in 2008. Over the four years, staff has been able to make several of the repairs in-house which have reduced the cost of improvements. Subsequently, the anticipated total linear feet of repairs needed for this year has been reduced, which in turn lowered the overall cost of the project.

**DOCUMENTS ATTACHED:**

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

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving the award of construction of sewer improvements within the Village to Lenny Hoffman Excavating, Inc. of Wilmette, IL in the amount of \$119,875.

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

**A RESOLUTION APPROVING THE AWARD  
OF SEWER IMPROVEMENTS WITHIN THE VILLAGE  
TO LENNY HOFFMAN EXCAVATING, INC. OF WILMETTE, ILLINOIS IN THE  
AMOUNT OF \$119,875**

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

WHEREAS, Lenny Hoffman Excavating, Inc. of Wilmette, Illinois (“Lenny Hoffman”), was the low responsible bidder of the firms that submitted bid packages to the Village; and

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

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

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

SECTION 2. APPROVAL OF CONTRACT. The Contract by and between the Village and Lenny Hoffman 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 Lenny Hoffman; 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, Village President  
Village of Lincolnwood, Cook County, Illinois

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

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

**EXHIBIT A**

**CONTRACT**

**PROJECT MANUAL**  
**CONTRACT DOCUMENTS AND**  
**SPECIFICATIONS**

**Phase 3 Sewer Repair Project**  
**Various Locations**

**VILLAGE OF LINCOLNWOOD**

**PREPARED BY:**

James H. Johnson, P.E.  
Village Engineer  
Village of Lincolnwood  
6900 N. Lincoln Avenue  
Lincolnwood, IL 60712  
847-675-0888

November 8, 2013

Sealed Bids Received at:  
Village of Lincolnwood  
6900 N. Lincoln Avenue  
Lincolnwood, IL 60712

**In Council Chambers until 10:30 AM, local time, Thursday, December 5<sup>th</sup> 2013.**  
**(Return entire contract book)**

Address All Communications  
Regarding This Work To:

James H. Johnson, P.E.  
Village Engineer  
847-675-0888  
[jjohnson@lwd.org](mailto:jjohnson@lwd.org)

**VILLAGE OF LINCOLNWOOD  
CONTRACT FOR THE PHASE 3 SEWER REPAIRS  
VARIOUS LOCATIONS**

**BID PACKAGE**

**TABLE OF CONTENTS**

**BIDDING DOCUMENTS**

1. Invitation for Bidder's Proposals
2. General Instructions to Bidders
3. Special Instructions to Bidders
4. Bidder's Proposal
5. Bidder's Sworn Acknowledgment
6. Bidder's Sworn Work History Statement
7. Form of Bid Bond
8. Request for Additional Information
9. Bidder's Sworn Statement of Responsibility
10. Notice of Award

**CONTRACT**

1. Contract Agreement
2. Contractor's Certification
3. Schedule of Prices
4. General Conditions of Contract
5. Special Conditions of Contract
6. Contract Drawings
7. Specifications
8. Form of Performance Bond
9. Form of Labor and Material Payment Bond
10. Prevailing Wage Ordinance

(Note: Bidders shall return the entire bid specifications with all required forms filled out and signed as stated within the documents.)

**VILLAGE OF LINCOLNWOOD**  
**CONTRACT FOR THE PHASE 3 SEWER REPAIRS**  
**VARIOUS LOCATIONS**

**INVITATION FOR BIDDER'S PROPOSALS**

**OWNER:**

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

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Work consists of removing/replacing 106 linear feet of 12-inch and 18-inch concrete sewers in four locations all other work described in the plan set and this specification book.

The Work shall be performed at various locations as identified in the bid documents, all within the Village and as indicated in the attached documents.

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used. The Bid Package consists of the Bidding Documents and the Contract, both as hereinafter defined.

3. **The Bidding Documents**

The Bidding Documents consist of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgment;

## INVITATION

- (7) Bidder's Sworn Work History Statement;
- (8) Form of Bid Bond;
- (9) Request for Additional Information, if any;
- (10) Bidder's Sworn Statement of Responsibility, if requested;
- (11) Other Information Submitted by Bidder, if requested; and
- (12) Notice of Award.

#### 4. **The Contract**

The Contract consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Contract Agreement;
- (2) Contractor's Certification;
- (3) Schedule of Prices;
- (4) General Conditions of Contract;
- (5) Special Conditions of Contract;
- (6) Contract Drawings;
- (7) Specifications;
- (8) Form of Performance Bond;
- (9) Form of Labor and Material Payment Bond;
- (10) Prevailing Wage Ordinance; and
- (11) Addenda, if issued.

Engineer may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

## INVITATION

### 5. Inspection and Examination

The Bidding Documents and the Contract may be examined at the offices of Owner, as listed above. A copy of the Bidding Documents and the Contract may be obtained for no charge from the Owner. Persons requesting documents to be sent by mail shall include FedEx, USPS or similar account number to cover postage and handling.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area.

### 6. Bid Opening

**Owner, Village of Lincolnwood**, will receive sealed Bidder's Proposals for the Work until **10:30 o'clock, a.m., local time, December 5<sup>th</sup>, 2013**, at **Owner's office listed above**, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

### 7. Bid Security, Bonds and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents 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.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the form included in the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 4 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the

**INVITATION**

Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**VILLAGE OF LINCOLNWOOD**  
By: \_\_\_\_\_  
Beryl Herman,  
Village Clerk

VILLAGE OF LINCOLNWOOD  
CONTRACT FOR THE 2013 SEWER REPAIRS  
VARIOUS LOCATIONS

BIDDER'S PROPOSAL

Full Name of Bidder ("**Bidder**") LENNY HOFFMAN EXC., INC.  
Principal Office Address 3636 LAKE AVENUE, WILMETTE, IL 60091  
Local Office Address (SAME)  
Contact Person SCOTT WITIKKA Telephone 847)256-3800

TO: Village of Lincolnwood ("**Owner**")  
6900 North Lincoln Avenue  
Lincolnwood, Illinois 60712  
In Council Chambers  
Attention: **James H. Johnson, Village Engineer**

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

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

1. Work Proposal

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

## PROPOSAL

and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that 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, which Schedule of Prices Bidder understands and agrees will be made a part of the Contract Document.

PROPOSAL

SCHEDULE OF PRICES

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

A. UNIT PRICES

COMPLETE TABLE AS INDICATED

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Class "B" Patches (Special)	135	SQ YD	125.00	16,875.00
2.	Sanitary Sewer Removal/Replacement, 12"	30	FOOT	650.00	19,500.00
3.	Sanitary Sewer Removal/Replacement, 18"	70	FOOT	700.00	49,000.00
4.	Trench Backfill	320	CU YD	10.00	3,200.00
5.	Connection to Existing Sewer (Special)	8	EACH	100.00	800.00
6.	Traffic Control and Protection (Special)	1	L SUM	29,000.00	29,000.00
7.	Sodding (Special)	50	SQ YD	30.00	1,500.00

TOTAL CONTRACT PRICE (the sum of the extensions):

One hundred nine thousand eight hundred seventy five Dollars and Zero Cents  
 (in writing) five dollars (in writing)

119,875 Dollars and 0 Cents  
 (in figures) (in figures)

**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.**

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.

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 30, 2014**.

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 [ BID BOND ] dollars (\$ 10% ), 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 5<sup>th</sup> day of DECEMBER, 2013.

ATTEST:

LENNY HOFFMAN Ex C., Inc.  
Bidder

By: Catherine Udichas

By: Lawrence P. Hoffman

Title: CATHERINE UDICHAS-SEC.

Title: LAWRENCE P. HOFFMAN, PRES.

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

**ADDENDA TO BID PACKAGE**

Each Bidder shall securely staple to this page any and all Addenda issued prior to the opening of Bidder's Proposals. Each Bidder shall also list all such Addenda in the place provided therefor in the Bidder's Proposal form.

If Bidder received no Addenda, Bidder shall so indicate by placing an "X" in the box below:

No Addenda Received

**VILLAGE OF LINCOLNWOOD**  
**CONTRACT FOR THE 2013 SEWER REPAIRS**  
**VARIOUS LOCATIONS**

**BIDDER'S SWORN ACKNOWLEDGMENT**

[ *LAWRENCE P. HOFFMAN* ] [INSERT NAME] ("*Deponent*"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

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

**COMPLETE APPLICABLE SECTION ONLY**

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of *ILLINOIS*, [INSERT STATE OF INCORPORATION] that is qualified to do business in the State of Illinois, and that is operating under the legal name of, [INSERT LEGAL NAME OF CORPORATION]. *LENNY HOFFMAN EXC., INC.*

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

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<i>LAWRENCE P. HOFFMAN</i>	<i>3636 LAKE AVE., WILMETTE, IL</i>
Vice President	_____	_____
Secretary	<i>CATHERINE UDISCHAS</i>	<i>3636 LAKE AVE., WILMETTE, IL</i>
Treasurer	<i>LAWRENCE P. HOFFMAN</i>	<i>3636 LAKE AVE., WILMETTE, IL</i>

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>
N/A		

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 5<sup>th</sup> day of DECEMBER, 2013.

ATTEST:

LENNY HOFFMAN EXC., INC.  
Bidder

By: [Signature]

By: [Signature]

Title: SECRETARY

Title: PRESIDENT

Subscribed and Sworn to  
before me this 5<sup>th</sup> day  
of DECEMBER, 2013

My Commission Expires: 03-20-15

Ed Levernier  
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)

Lenny Hoffman Excavating, Inc.  
3636 Lake Avenue  
Wilmette, IL 60091

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
Mailing Address for Notices

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.

### OWNER:

(Name, legal status and address)

Village of Lincolnwood  
6900 N. Lincoln Ave.  
Lincolnwood, IL 60712

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

### PROJECT:

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

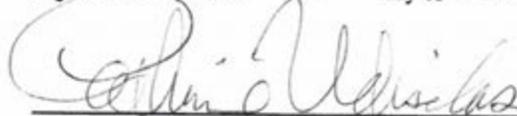
Phase 3 Sewer Repair Project, Various Locations.

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 5th day of December, 2013

  
\_\_\_\_\_  
(Witness) CATHERINE UDICHAS

Lenny Hoffman Excavating, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title) LAWRENCE P. HOFFMAN, PRES.

  
\_\_\_\_\_  
(Witness) Hina Azam

Travelers Casualty and Surety Company of America  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Joseph Halleran Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226623

Certificate No. 005483349

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Donna M. Tyler, Hina Azam, Karen E. Bogard, William Reidinger, Donna Wright, Joseph Halleran, Matthew V. Buol, and Rebecca R. Alves

of the City of Schaumburg, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of May, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**CONTRACT BETWEEN**  
**VILLAGE OF LINCOLNWOOD**  
**AND**  
**Lenny Hoffman Excavating, Inc.**  
**FOR THE CONSTRUCTION OF**  
**Sewer Improvements within the Village**

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**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 **Lenny Hoffman Excavating, Inc.**

**3636 Lake Avenue Wilmette, IL ("**Contractor**")**, make this Contract as of the \_\_\_\_\_ day of \_\_\_\_\_, **2013**, and hereby agree as follows:

## **ARTICLE I** **THE WORK**

### **1.1 Performance of the Work**

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

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

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

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

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

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

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

## 1.2 Commencement and Completion Dates

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

## 1.3 Required Submittals

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

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

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

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

#### **1.4 Review and Interpretation of Contract Provisions**

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

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

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

#### **1.5 Conditions at the Work Site; Record Drawings**

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

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

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

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

#### **1.6 Technical Ability to Perform**

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

#### **1.7 Financial Ability to Perform**

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

#### **1.8 Time**

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

#### **1.9 Safety at the Work Site**

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

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

### **1.10 Cleanliness of the Work Site and Environs**

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

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

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

### **1.12 Subcontractors and Suppliers**

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

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

### **1.13 Simultaneous Work By Others**

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

### **1.14 Occupancy Prior to Final Payment**

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

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

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

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

## **ARTICLE II** **CHANGES AND DELAYS**

### **2.1 Changes**

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

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

## **2.2 Delays**

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

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

## **ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

### **3.1 Inspection; Testing; Correction of Defects**

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

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

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

### **3.2 Warranty of Work**

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

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

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

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

### **3.3 Owner's Right to Correct**

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

## **ARTICLE IV** **FINANCIAL ASSURANCES**

### **4.1 Bonds**

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

### **4.2 Insurance**

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

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

#### **4.3 Indemnification**

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

### **ARTICLE V** **PAYMENT**

#### **5.1 Contract Price**

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

#### **5.2 Taxes and Benefits**

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

#### **5.3 Progress Payments**

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

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

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

#### **5.4 Final Acceptance and Final Payment**

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

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

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

#### **5.5 Liens**

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

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

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

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

## **5.6 Deductions**

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

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

## **ARTICLE VI**

### **DISPUTES AND REMEDIES**

#### **6.1 Dispute Resolution Procedure**

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

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

#### **6.2 Contractor's Remedies**

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

#### **6.3 Owner's Remedies**

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

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

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

8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Special Remedy for Delay**

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

#### **6.5 Terminations and Suspensions Deemed for Convenience**

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

### **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

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

#### **7.2 Relationship of the Parties**

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

#### **7.3 No Collusion**

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

#### **7.4 Assignment**

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

#### **7.5 Confidential Information**

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

#### **7.6 No Waiver**

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

#### **7.7 No Third Party Beneficiaries**

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

#### **7.8 Notices**

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

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

With a copy to: Holland & Knight LLP  
131 S. Dearborn Street, 30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Steven M. Elrod, Village Attorney

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

**Lenny Hoffman Excavating, Inc.**  
**3636 Lake Avenue**  
**Wilmette, IL**  
**Attention: Scott Witikka**

## **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:**

**Lenny Hoffman Excavating, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

**NAME OF CONTRACTOR'S  
EXECUTING OFFICER**

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**TITLE OF CONTRACTOR'S  
EXECUTING OFFICER**

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_ )        SS

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_ **EXECUTING OFFICER,**  
being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

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

**ATTEST:**

**Lenny Hoffman Excavating, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

**NAME OF CONTRACTOR'S  
EXECUTING OFFICER**

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**TITLE OF CONTRACTOR'S  
EXECUTING OFFICER**

Subscribed and Sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2013.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

**ATTACHMENT A**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. **Project:**

Sewer improvements at various locations within the Village. See plans.

2. **Work Site:**

See above.

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

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

4. **Commencement Date:** (Choose One)

\_\_\_\_\_, 2013

5. **Completion Date:**

\_\_\_\_\_, 2013, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

A. **Worker's Compensation and Employer's Liability** with limits not less than:

(1) **Worker's Compensation:** Statutory;

(2) **Employer's Liability:**

\$\_300,000\_ injury-per occurrence

\$\_500,000\_ disease-per employee

\$\_\_\_\_\_ disease-policy limit

## ATTACHMENT A

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

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

All employees shall be included as insured.

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

(1) General Aggregate: \$2,000,000

(2) Bodily Injury:

\$500,000 per person

\$1,000,000 per occurrence

(3) Property Damage:

\$1,000,000 per occurrence, and

\$2,000,000 aggregate.

(4) Other Coverage:

Coverage's shall include:

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

## ATTACHMENT A

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

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

All employees shall be included as insured.

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

### 7. Contract Price:

#### SCHEDULE OF PRICES (SEE ATTACHMENT A-1)

### 8. Progress Payments:

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

## ATTACHMENT A

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

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

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

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

**ATTACHMENT A**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

**ATTACHMENT A-1**  
**SCHEDULE OF PRICES**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Class "B" Patches (Special)	135	SQ YD	<u>125.00</u>	<u>16,875.00</u>
2.	Sanitary Sewer Removal/Replacement, 12"	30	FOOT	<u>650.00</u>	<u>19,500.00</u>
3.	Sanitary Sewer Removal/Replacement, 18"	70	FOOT	<u>700.00</u>	<u>49,000.00</u>
4.	Trench Backfill	320	CU YD	<u>10.00</u>	<u>3,200.00</u>
5.	Connection to Existing Sewer (Special)	8	EACH	<u>100.00</u>	<u>800.00</u>
6.	Traffic Control and Protection (Special)	1	L SUM	<u>29,000.00</u>	<u>29,000.00</u>
7.	Sodding (Special)	50	SQ YD	<u>30.00</u>	<u>1,500.00</u>

TOTAL CONTRACT PRICE (the sum of the extensions):

One hundred nine thousand                      Dollars and Zero Cents  
 eight hundred seventy (in writing) five dollars                      (in writing)

119,875 Dollars and 0 Cents  
 (in figures)                      (in figures)

**ATTACHMENT B**

**SPECIFICATIONS**

**ATTACHMENT C**

**LIST OF DRAWINGS**

**[TO BE SUPPLIED BY OWNER]**

**SHEET NOS.    SHEET TITLES**

**DATE LAST  
REVISED**

## **ATTACHMENT D**

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

**APPENDIX 1**  
**PREVAILING WAGE ORDINANCE**

# Request For Board Action

**REFERRED TO BOARD:** December 17, 2013

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution to Perform Construction on State Highways in Accordance with State Specifications for a Period of Two Calendar Years

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Illinois statute requires that any person, firm or corporation desiring to do work on state maintained right-of-ways (ROW) obtain a permit from the Illinois Department of Transportation (IDOT). This includes any emergency work, broken water mains or sewers.

In 2012 the Village Board approved a Resolution to perform construction on state highways in accordance with state specifications for a period of two calendar years. The Resolution expires as of 2014. In order to continue to expedite the issuance of permits to the Village during the next two calendar years IDOT recommends approving this Resolution. If approved, IDOT will maintain a copy of the Resolution on file.

In addition to permit requirements IDOT also requires a surety bond with each permit application to ensure that all work is completed in accordance with state specifications and that the ROW is properly restored. For municipalities, a Resolution is acceptable in lieu of the surety bond.

Staff has consulted with the Village Engineer concerning this matter and he has recommended that the Village adopt the Resolution.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Resolution

**RECOMMENDED MOTION:**

**Move to approve** a Resolution to perform construction on state highways in accordance with state specifications for a period of two years.

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

**RESOLUTION TO PERFORM CONSTRUCTION ON STATE HIGHWAYS IN ACCORDANCE WITH STATE SPECIFICATIONS FOR A PERIOD OF TWO CALENDAR YEARS**

WHEREAS, the Village of Lincolnwood (“Village”) desires to undertake, in the years of 2014 and 2015, the location, construction, operation and maintenance of driveways and street returns, watermain, sewers, street lights, traffic signals, sidewalks, landscaping, etc., on State highways, within said Village, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the Village or by a private person or firm under contract and supervision of the Village.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village as follows:

FIRST: That the Village hereby pledges in good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accident or otherwise by reason of the work which is to be performed under the provision of said permit.

SECOND: That all authorized officials of the Village are hereby instructed and authorized to sign said working permit on behalf of the Village.

PASSED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

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

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

---

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

# Request For Board Action

**REFERRED TO BOARD:** December 17, 2013

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of a Resolution Regarding Zoning Restrictions on Cannabis Cultivation Centers, Dispensaries and Related Activities

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On August 1, 2013, the Governor signed into law the "Compassionate Use of Medical Cannabis Pilot Program Act". This law becomes effective January 1, 2014 and will create a medicinal marijuana pilot program in the State of Illinois. Under this program, physicians will be able to recommend the use of medical marijuana to patients diagnosed with one of 33 qualifying medical conditions. As a pilot program, unless reauthorized by the legislature, this law will cease after four years. With enactment of this law, Illinois became the 20<sup>th</sup> State to authorize cannabis for medicinal use.

Under this State law, patients that have been authorized to use medicinal cannabis, must obtain the marijuana from one of up to 60 dispensaries that have been authorized by the legislation. These dispensaries will obtain marijuana from one of up to 22 authorized cultivation centers. Cultivation Centers will be subject to strict rules by the Department of Agriculture but are limited to a maximum of one Cultivation Center per state police district. Medicinal marijuana will be subject to a 7% excise tax and a 1% sales tax.

Various state agencies have until May 2014 to develop specific rules governing this medical marijuana program. Dispensaries will be licensed by the Department of Financial and Professional Regulation but also will be subject to the regulations of any local zoning code. Since dispensaries and cultivation centers were not permitted prior to this legislation, local zoning codes typically do not address these uses and many local municipalities throughout the state are now reviewing their zoning codes to determine how to best regulate dispensaries and other uses related to this new law. The Village Attorney has recommended that the Village also do the same.

Attached is a Resolution prepared by the Village Attorney that would, upon adoption, refer and direct the Plan Commission to convene a public hearing, with notice of this hearing given not later than May 1, 2014, on the question of whether the Zoning Code should be amended to include cultivation centers or distribution facilities as Special Uses in the Village, along with recommending any other conditions that may be appropriate. Adoption of this Resolution would further give notice that the Village is considering

an amendment to the Zoning Code concerning these matters and as such would help protect the Village against any claim of vested rights.

Staff recommends adoption of this Resolution.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Resolution

**RECOMMENDED MOTION:**

**Move to approve** a Resolution regarding zoning restrictions on cannabis cultivation centers, dispensaries and related facilities.

VILLAGE OF LINCOLNWOOD

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

**A RESOLUTION REGARDING ZONING RESTRICTIONS ON CANNABIS CULTIVATION CENTERS, DISPENSARIES, AND RELATED FACILITIES**

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 to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village has a long tradition of utilizing its zoning and planning authority to ensure that compatible uses are maintained in its various neighborhoods; and

WHEREAS, on August 1, 2013, the Governor of the State of Illinois signed into law Public Act 98-0122, establishing the Compassionate Use of Medical Cannabis Pilot Program Act ("**Act**"); and

WHEREAS, the Act, which has an effective date of January 1, 2014, authorizes qualifying patients that have been diagnosed by a physician as having a debilitating medical condition, as defined by the Act, to use cannabis without being subject to arrest, prosecution, or denial of any right or privilege for the medical use of cannabis in accordance with the Act; and

WHEREAS, under the Act, cultivation centers, as defined by the Act ("**Cultivation Centers**"), will be authorized to grow, harvest, and distribute cannabis; and

WHEREAS, under the Act, medical cannabis dispensing organizations, as defined by the Act ("**Distribution Facilities**"), will be authorized to dispense cannabis to qualifying patients; and

WHEREAS, under the Act, only one Cultivation Center will be permitted by the State to operate within each Illinois State Police District; and

WHEREAS, under the Act, the State may permit the operation of up to 60 Distribution Facilities, to be geographically dispersed throughout the State; and

WHEREAS, "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), does not plainly address uses that would encompass Cultivation Centers, Distribution Facilities, or related operations; and

WHEREAS, upon the effective date of the Act, the Village will not be immediately equipped to handle zoning requests from Cultivation Centers or Distribution Facilities; and

WHEREAS, the Village President and Board of Trustees have determined that it is in the best interest of the Village and its residents to direct the Plan Commission of the Village of Lincolnwood to: (i) evaluate the classification of Cultivation Centers and Distribution Facilities;

and (ii) recommend to the President and Board of Trustees whether Cultivation Centers and Distribution Facilities should be considered "Special Uses" under the Zoning Ordinance as well as such other regulations as may be necessary, important, or beneficial to the Village and its residents;

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 Ordinance are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. DIRECTION TO PLAN COMMISSION; NOTICE TO PUBLIC. Pursuant to Sections 5.16(2) and (3) of the Zoning Ordinance, the Village Board of Trustees hereby directs the Plan Commission to hold a public hearing on the question of whether the Zoning Ordinance should be amended to include Cultivation Centers or Distribution Facilities as Special Uses and make a recommendation to the President and Board of Trustees regarding the same along with any other conditions that should be attached to the zoning of Cultivation Centers and Distribution Facilities. The notice of such hearing will be given as required by law on or before May 1, 2014. The public is hereby deemed to have notice that the Village is considering a Zoning Ordinance amendment regarding Cultivation Centers and Distribution Facilities as of the effective date of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

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

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

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

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

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

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

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

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

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

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